

NGĀTI APA KI TE RĀ TŌ

and

NGĀTI APA KI TE RĀ TŌ TRUST

and

THE CROWN

DEED OF SETTLEMENT:

ATTACHMENTS

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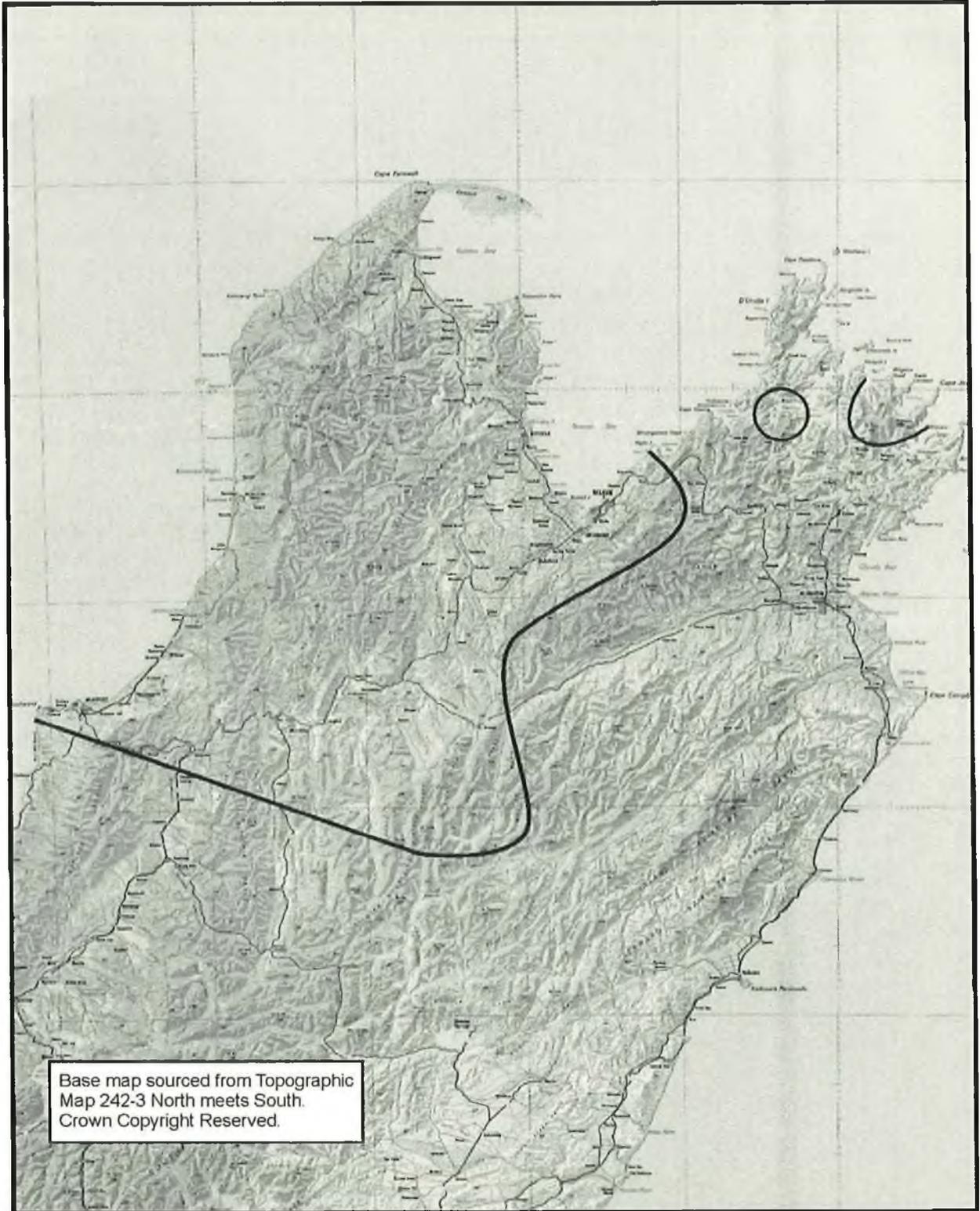
4. DRAFT SETTLEMENT BILL

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

1. AREA OF INTEREST

NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE

1. AREA OF INTEREST

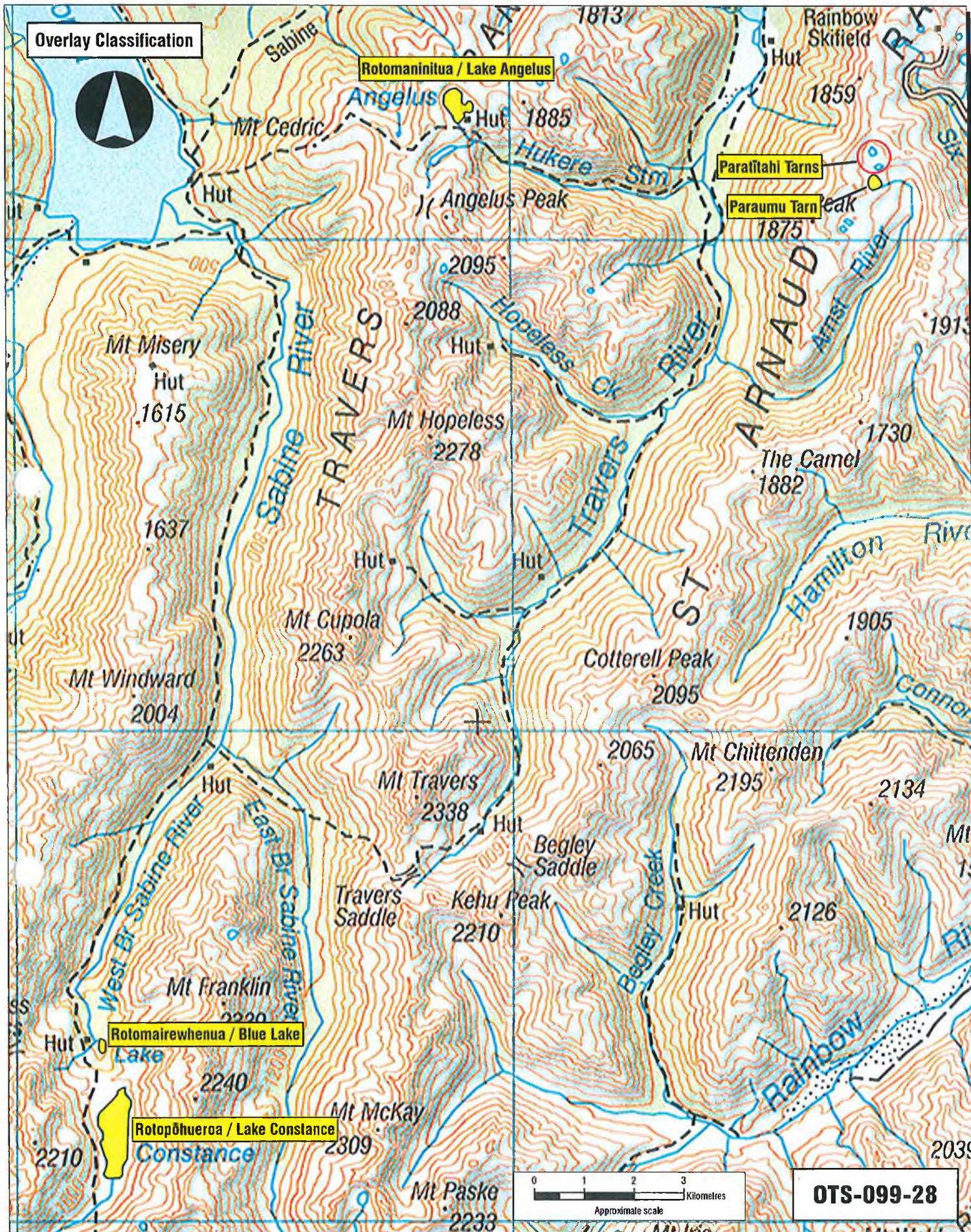


**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

2. DEED PLANS

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

2.1 OVERLAY SITES



OTS-099-28



Nelson Land District
Territorial Authority:
Tasman District Council

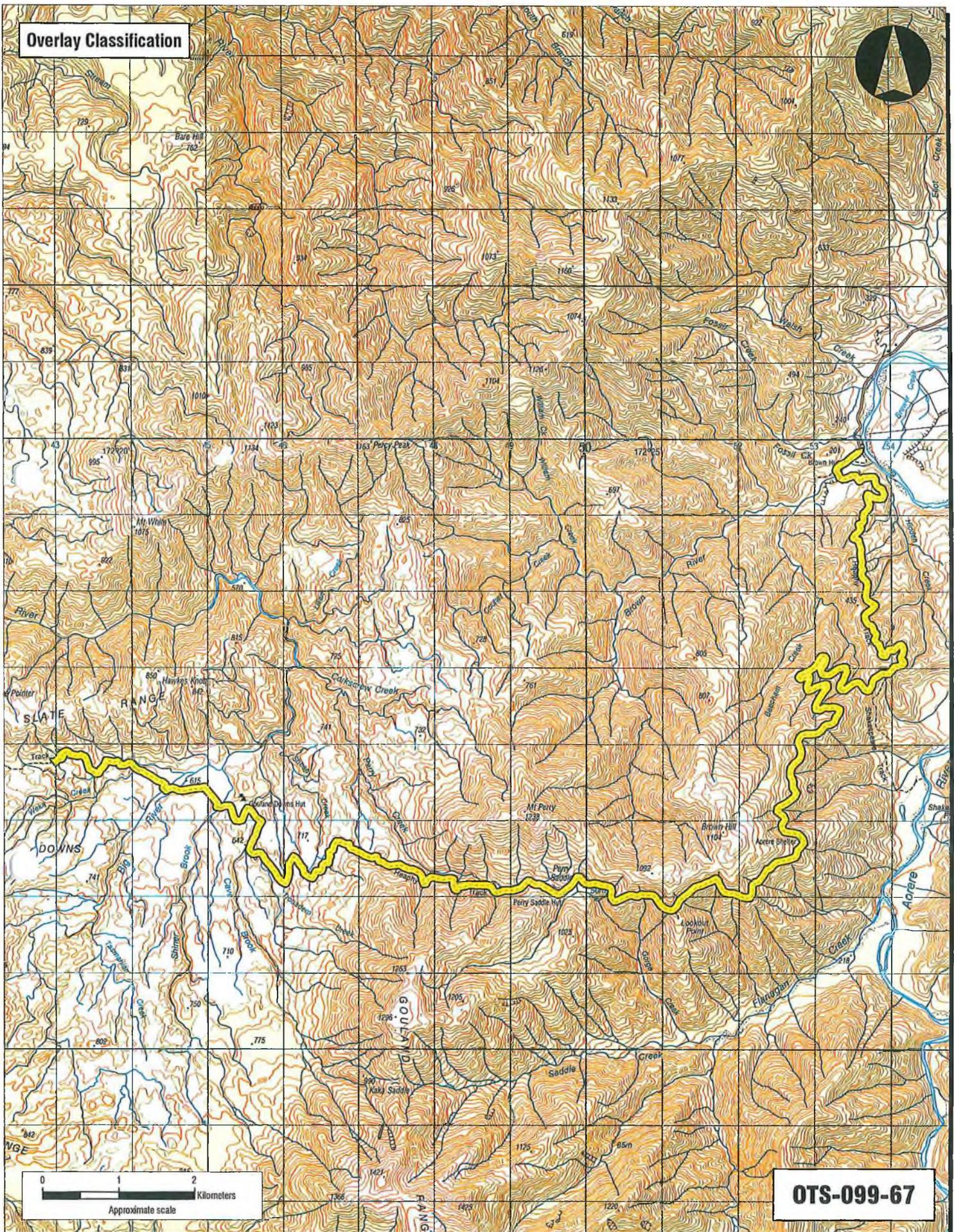
Compiled as a graphic
representation. Boundaries
are indicative only.

Alpine Tarns, Nelson Lakes National Park

Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown

Approved as to boundaries:
[Signature] 26/10/10
for Ngāti Apa ki te Rā Tō
[Signature] 26/10/10
for and on behalf of the Crown

Overlay Classification



OTS-099-67



**Nelson Land District
Territorial Authority:
Buller and Tasman
District Councils**

Compiled as a graphic
representation. Boundaries
are indicative only.

Heaphy Track (northern portion)

**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:

[Signature] 26/10/10
for Ngāti Apa ki te Rā Tō

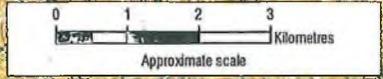
[Signature] 26/10/10
for and on behalf of the Crown

Overlay Classification



Lake Rotoiti

Lake Rotoroa



OTS-099-31



Nelson Land District
Territorial Authority:
Tasman District Council

Compiled as a graphic
representation. Boundaries
are indicative only.

Lakes Rotoiti and Rotoroa, Nelson Lakes National Park

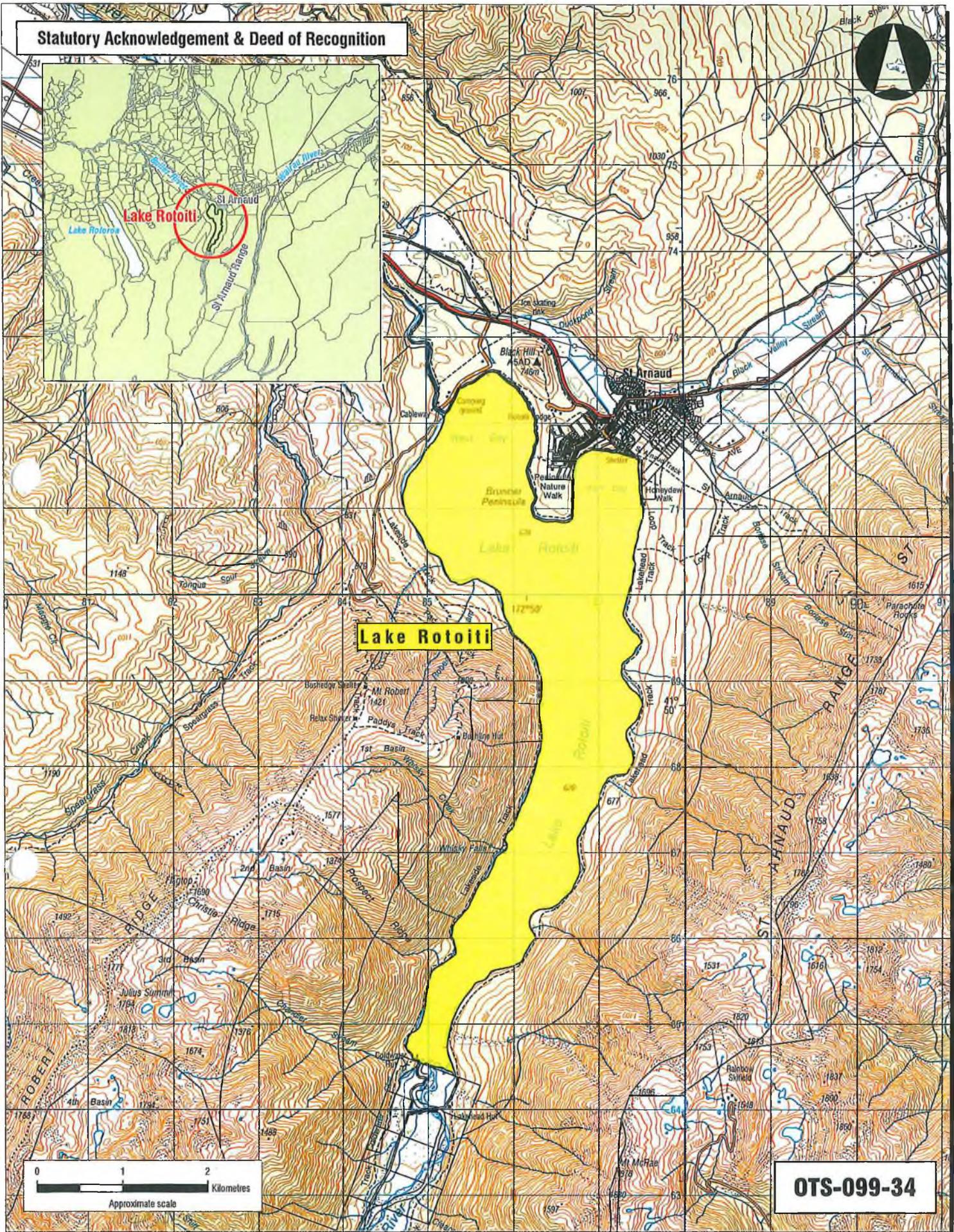
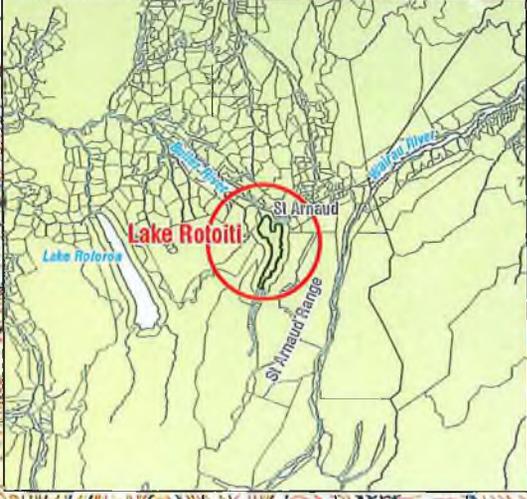
Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown

Approved as to boundaries:
[Signature] 26/10/10
for Ngāti Apa ki te Rā Tō
[Signature] 26/10/10
for and on behalf of the Crown

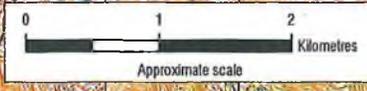
**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

2.2 STATUTORY AREAS

Statutory Acknowledgement & Deed of Recognition



Lake Rotoiti



OTS-099-34



**Nelson Land District
Territorial Authority:
Tasman District Council**

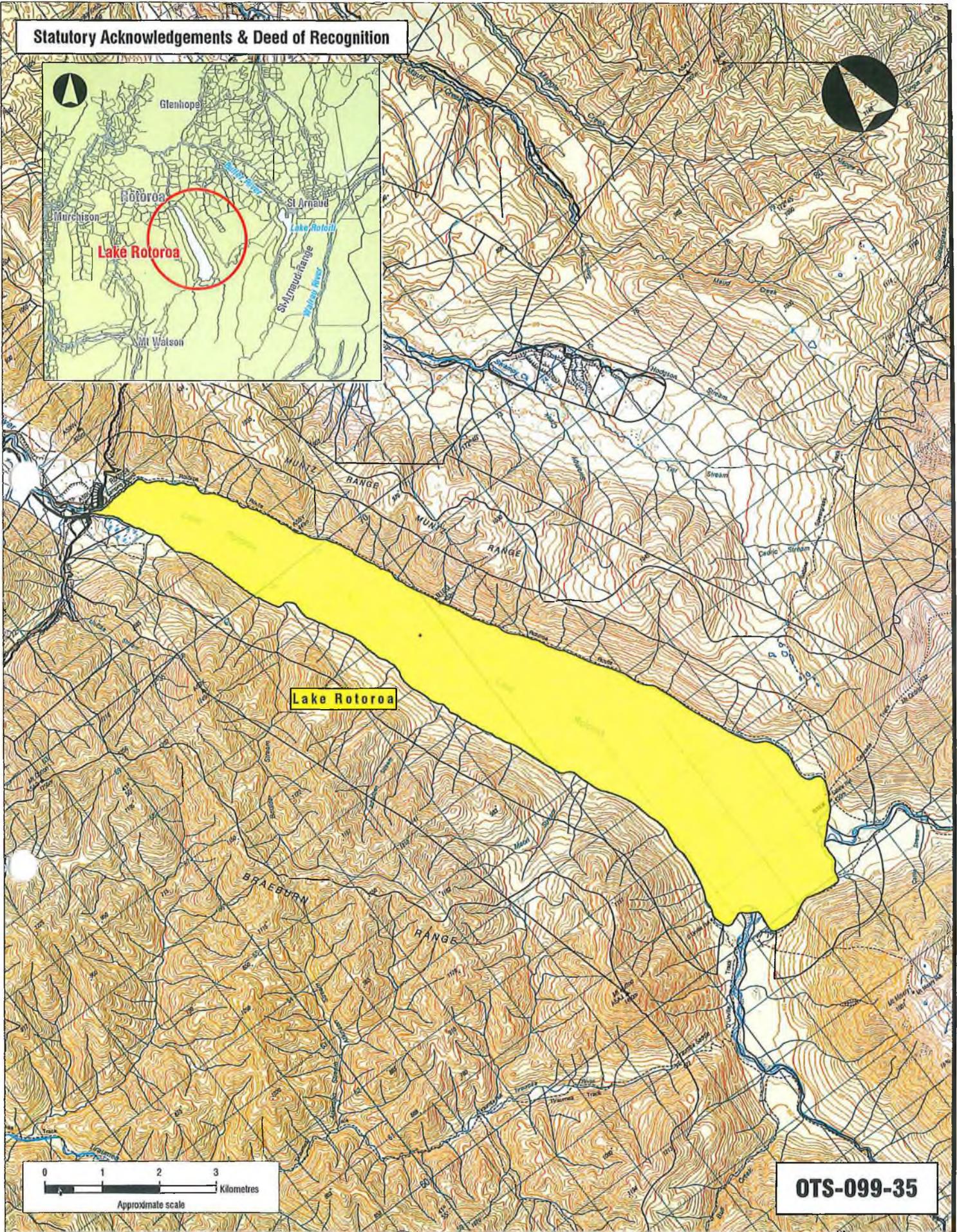
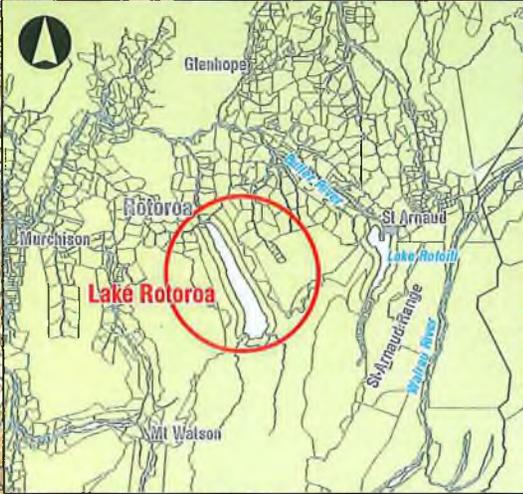
Compiled as a graphic
representation. Boundaries
are indicative only.

Lake Rotoiti, Nelson Lakes National Park

**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:
[Signature] 26/10/10
for Ngāti Apa ki te Rā Tō
[Signature] 26/10/10
for and on behalf of the Crown

Statutory Acknowledgements & Deed of Recognition



OTS-099-35



**Nelson Land District
Territorial Authority:
Tasman District Council**

Compiled as a graphic
representation. Boundaries
are indicative only.

Lake Rotoroa, Nelson Lakes National Park

**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:

[Signature] 26/10/10
for Ngāti Apa ki te Rā Tō

[Signature] 26/10/10
for and on behalf of the Crown

Statutory Acknowledgement & Deed of Recognition



Port Gore

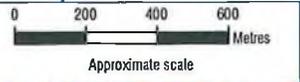
Black Head Kaitangata

**Te Ope-a-Kupe
(Te Anamāhanga / Port Gore)**

Onapopoia

Gannet Point

Oterawhanga
688



OTS-099-65



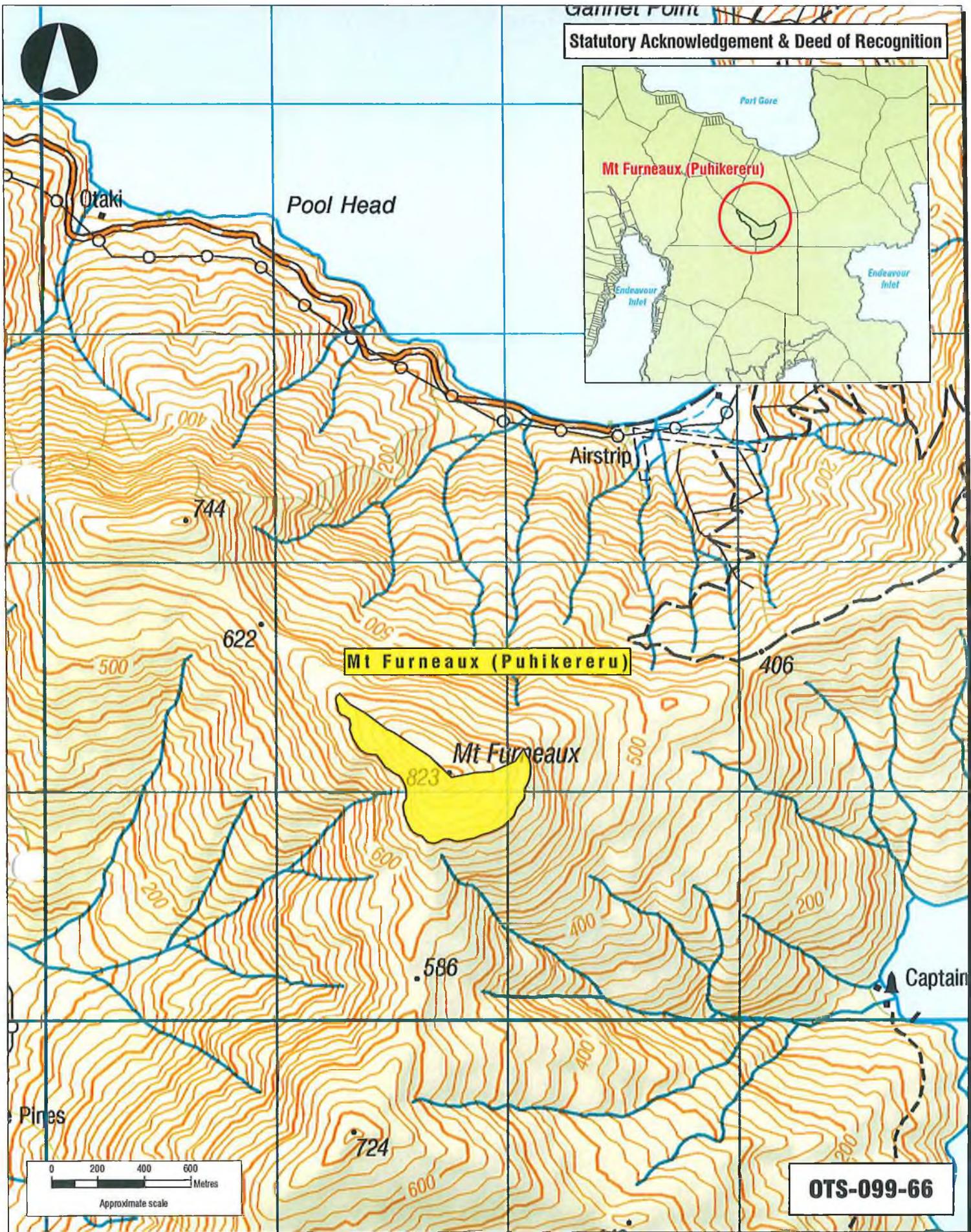
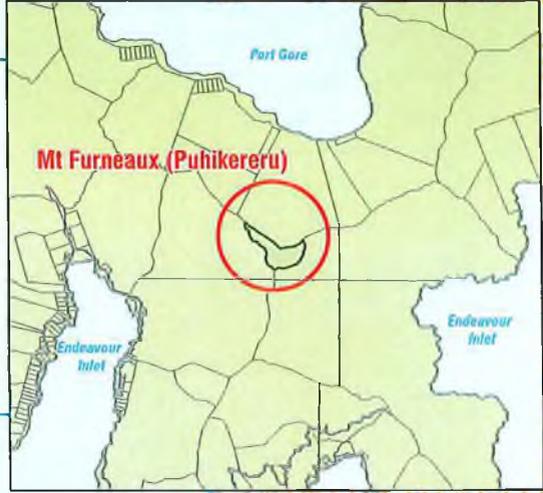
**Marlborough
Land District
Territorial Authority:
Marlborough
District Council**
Compiled as a graphic
representation. Boundaries
are indicative only.

Te Ope-a-Kupe (Te Anamāhanga / Port Gore)

**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:
 26/10/10
for Ngāti Apa ki te Rā Tō
 26/10/10
for and on behalf of the Crown

Garnet Point
Statutory Acknowledgement & Deed of Recognition



Mt Furneaux (Puhikereru)

Mt Furneaux

OTS-099-66



**Marlborough
Land District
Territorial Authority:
Marlborough
District Council**
Compiled as a graphic
representation. Boundaries
are indicative only.

Mt Furneaux (Puhikereru)
**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:
 26/10/10
for Ngāti Apa ki te Rā Tō
 28/10/10
for and on behalf of the Crown

Statutory Acknowledgment & Deed of Recognition



Waterfall Creek



Glenduan

Kōhi te Wai

GLEN ROAD

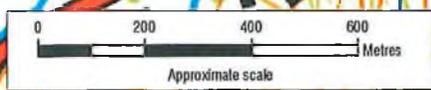
Thistledo

B1Y
57m

WAKAPUAKA
Quarry

Wakapuaka

Hall



OTS-099-39



Nelson Land District
Territorial Authority:
Nelson City Council

Compiled as a graphic
representation. Boundaries
are indicative only.

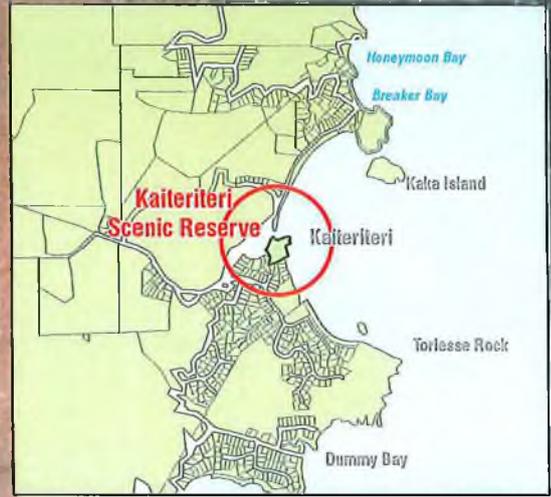
Kōhi te Wai (Boulder Bank Scenic Reserve)

Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown

Approved as to boundaries:
[Signature] 26/10/10
for Ngāti Apa ki te Rā Tō
[Signature] 26/10/10
for and on behalf of the Crown

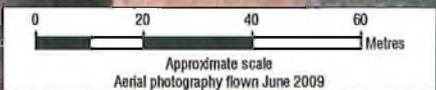


Statutory Acknowledgement & Deed of Recognition



**Kaiteriteri
Scenic Reserve**

OTS-099-41

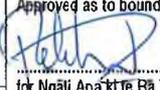


**Nelson Land District
Territorial Authority:
Tasman District Council**

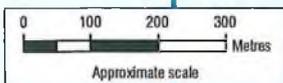
Compiled as a graphic
representation. Boundaries
are indicative only.

Kaiteriteri Scenic Reserve

**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:
 26.10.10
for Ngāti Apa ki te Rā Tō
 26.10.10
for and on behalf of the Crown

Statutory Acknowledgement & Deed of Recognition



OTS-099-42



**Marlborough Land District
Territorial Authority:
Marlborough
District Council**

Compiled as a graphic
representation. Boundaries
are indicative only.

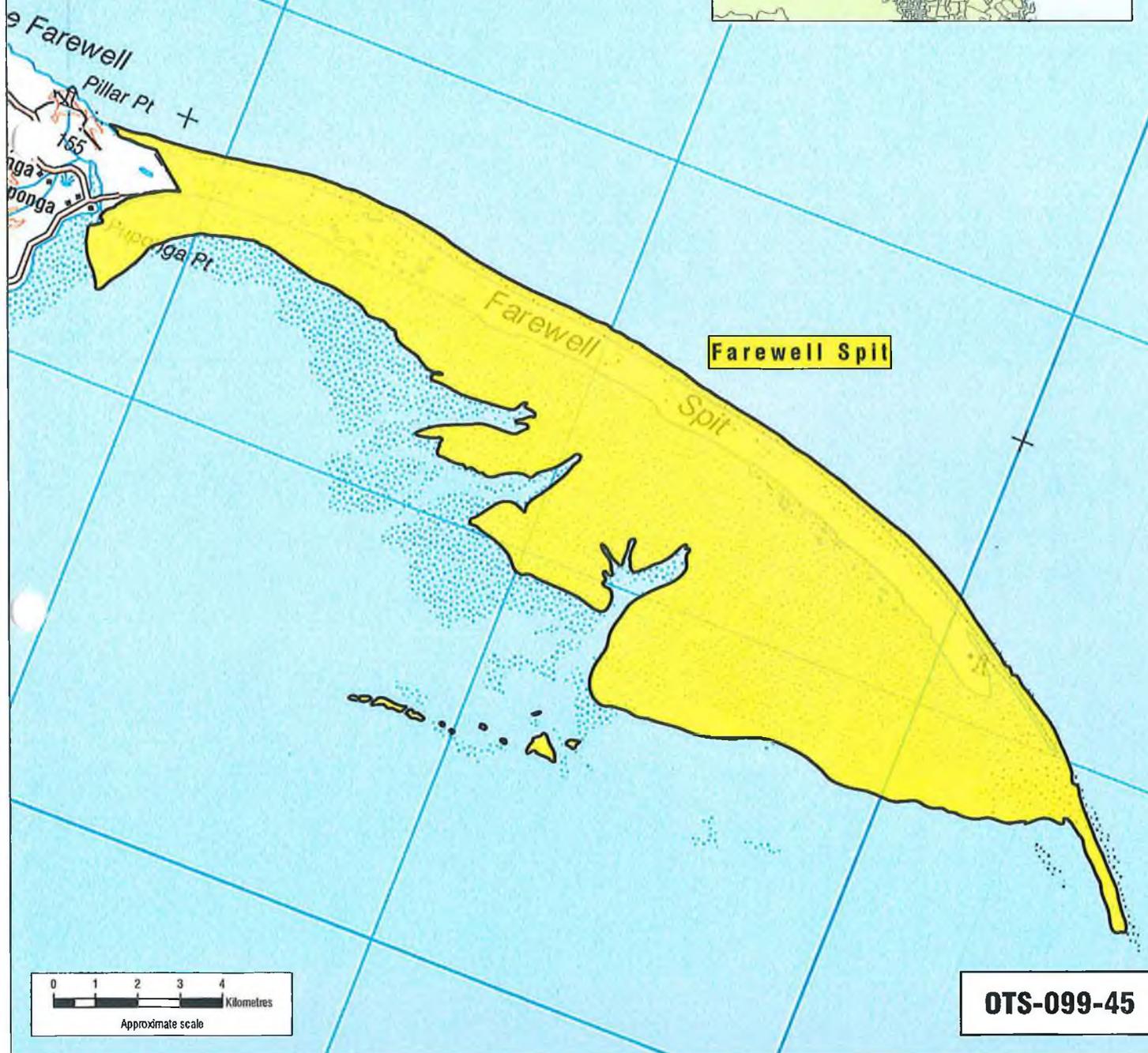
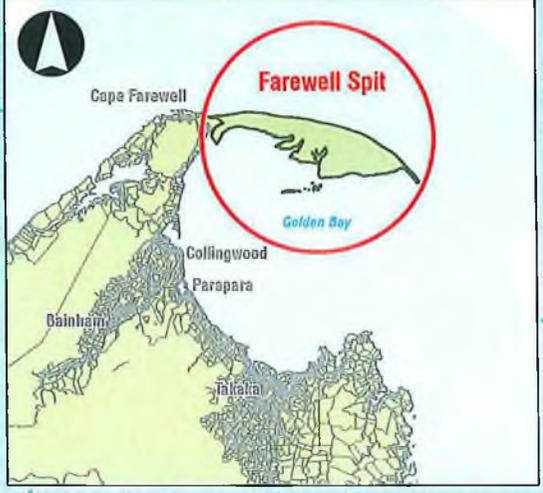
Tarakaipa Island

**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:

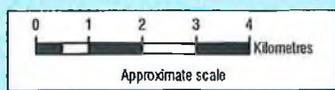
[Signature] 26/10/10
for Ngāti Apa ki te Rā Tō
[Signature] 26/10/10
for and on behalf of the Crown

Statutory Acknowledgement & Deed of Recognition



Farewell Spit

OTS-099-45

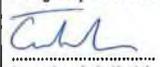


Nelson Land District
Territorial Authority:
Tasman District Council

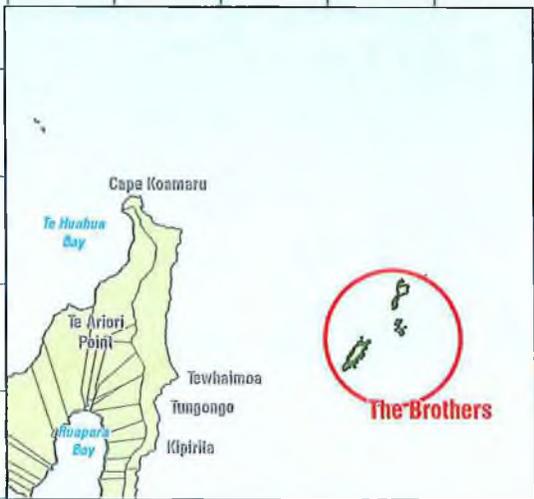
Compiled as a graphic
representation. Boundaries
are indicative only.

Farewell Spit

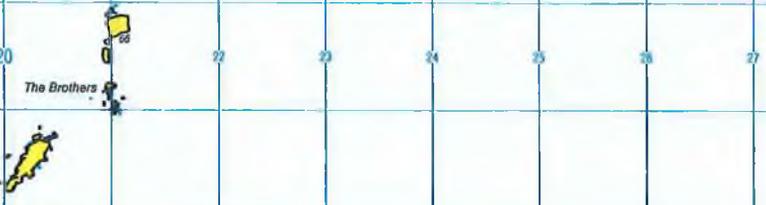
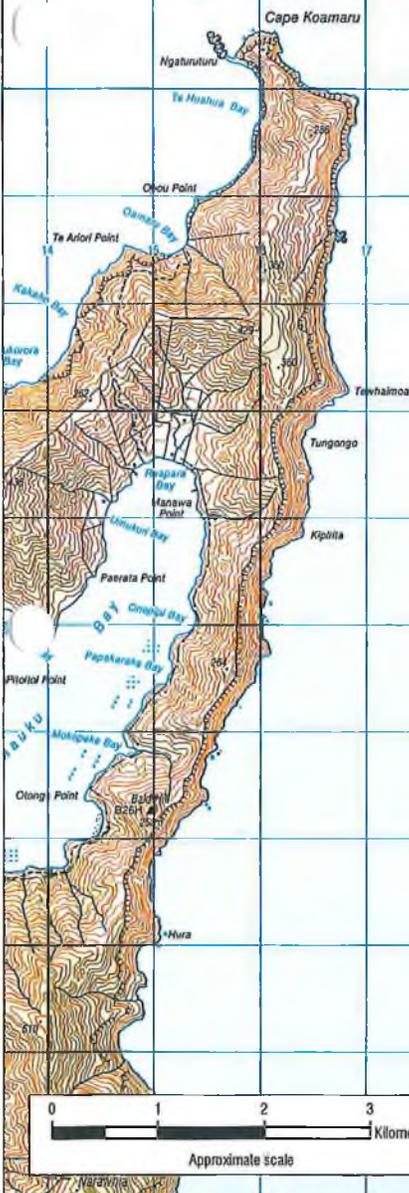
Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown

Approved as to boundaries:
 26.10.10
for Ngāti Apa ki te Rā Tō
 26.10.10
for and on behalf of the Crown

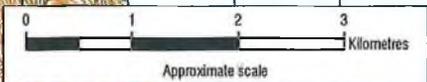
Statutory Acknowledgement & Deed of Recognition



The Brothers



Strait



OTS-099-46



Marlborough Land District
Territorial Authority:
Marlborough
District Council

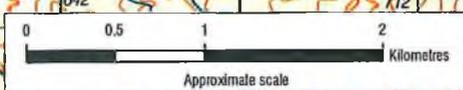
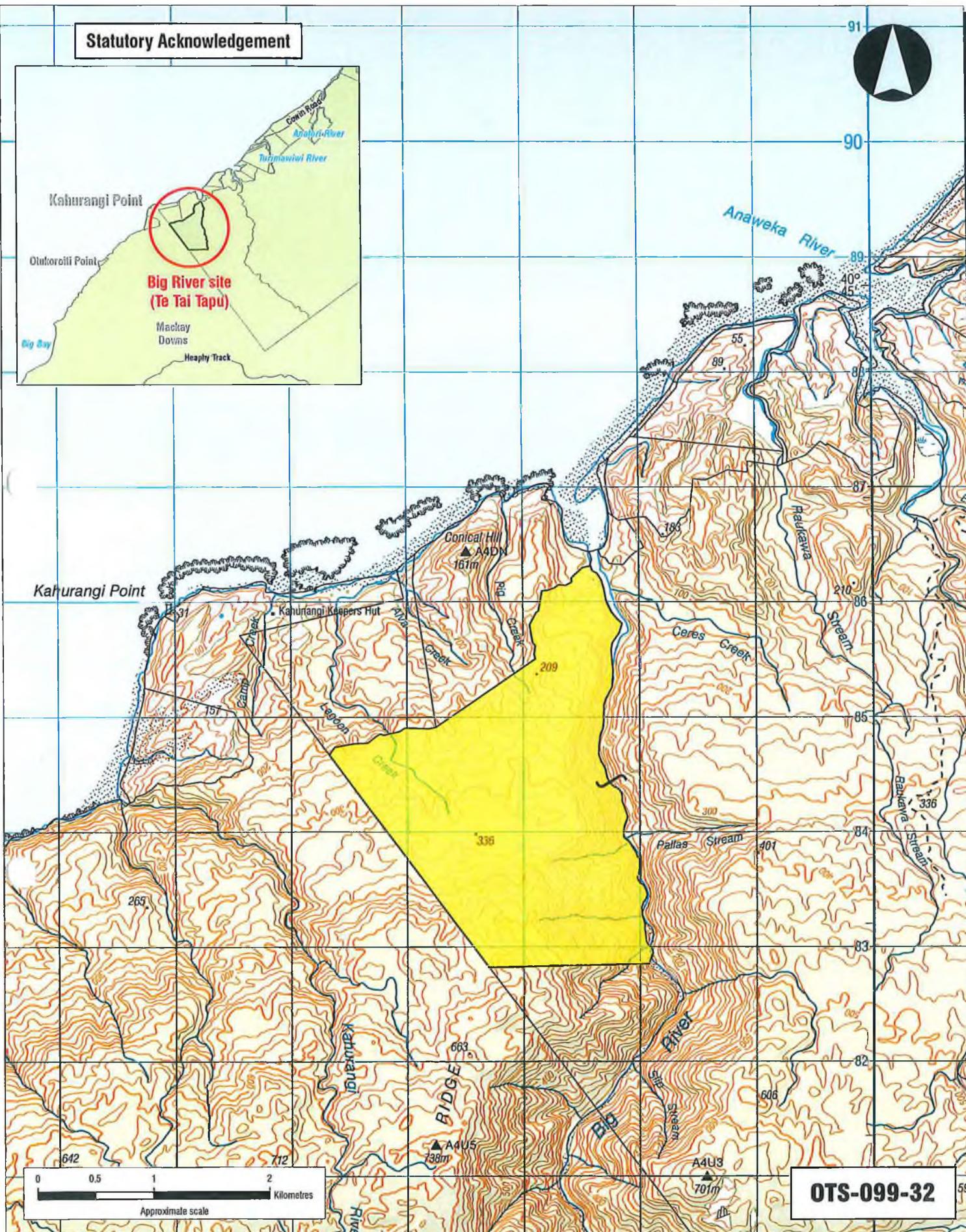
Compiled as a graphic
representation. Boundaries
are indicative only.

The Brothers

Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown

Approved as to boundaries:
 26/10/10
for Ngāti Apa ki te Rā Tō
 26/10/10
for and on behalf of the Crown

Statutory Acknowledgement



OTS-099-32



**Nelson Land District
Territorial Authority:
Tasman District Council**

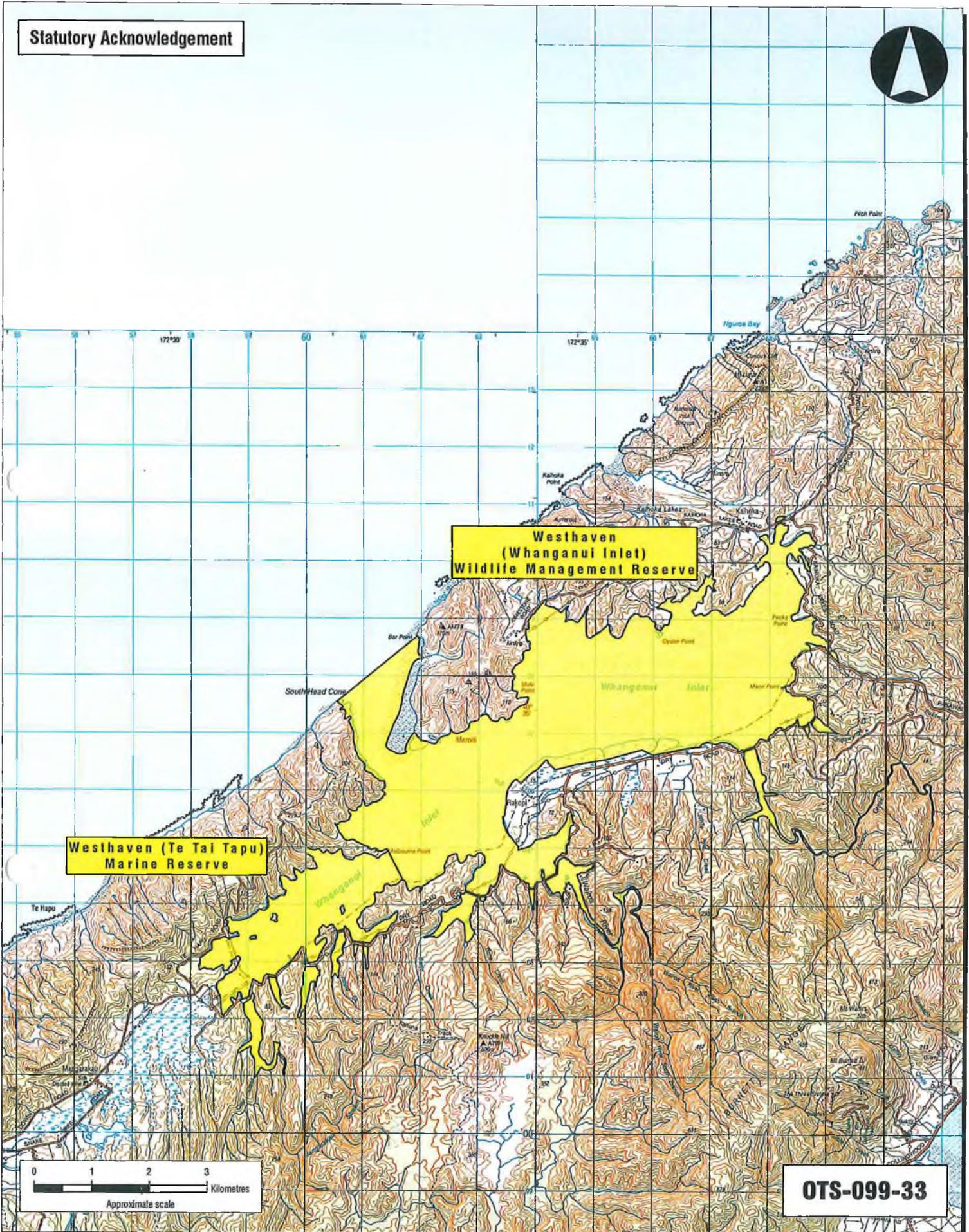
Compiled as a graphic
representation. Boundaries
are indicative only.

Big River site (Te Tai Tapu)

**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:
[Signature] 28/10/10
for Ngāti Apa ki te Rā Tō
[Signature] 28/10/10
for and on behalf of the Crown

Statutory Acknowledgement



OTS-099-33



Nelson Land District
Territorial Authority:
Tasman District Council

Compiled as a graphic
representation. Boundaries
are indicative only.

Westhaven (Te Tai Tapu) Marine Reserve and Westhaven
(Whanganui Inlet) Wildlife Management Reserve

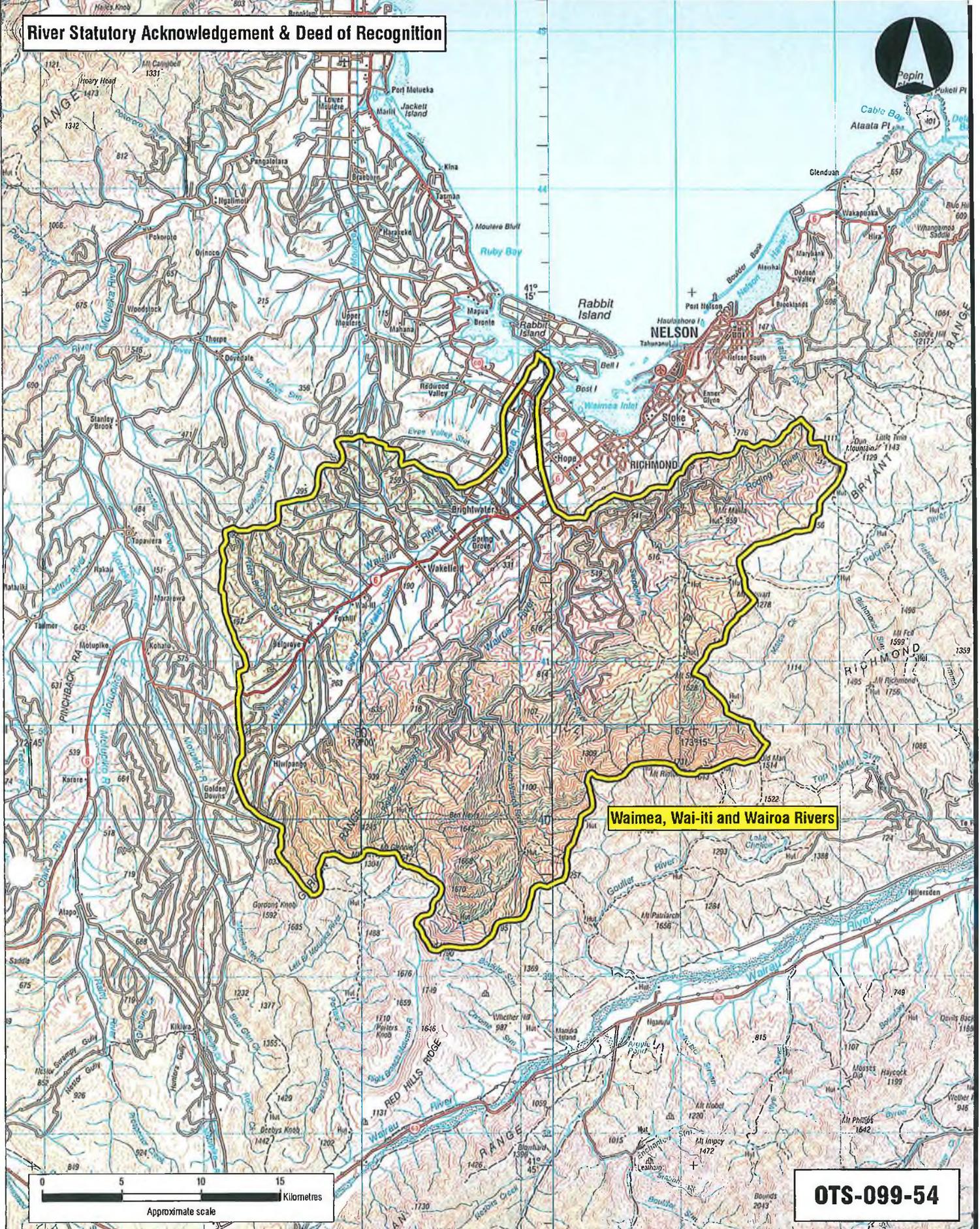
Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown

Approved as to boundaries:

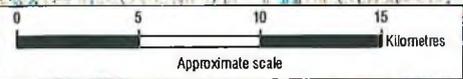
[Signature] 26.10.10
for Ngāti Apa ki te Rā Tō

[Signature] 25.10.10
for and on behalf of the Crown

River Statutory Acknowledgement & Deed of Recognition



Waimea, Wai-iti and Wairoa Rivers



OTS-099-54



**Nelson Land District
Territorial Authority:
Tasman District
Council**

Compiled as a graphic
representation. Boundaries
are Indicative only.

Waimea, Wai-iti, and Wairoa Rivers and their tributaries

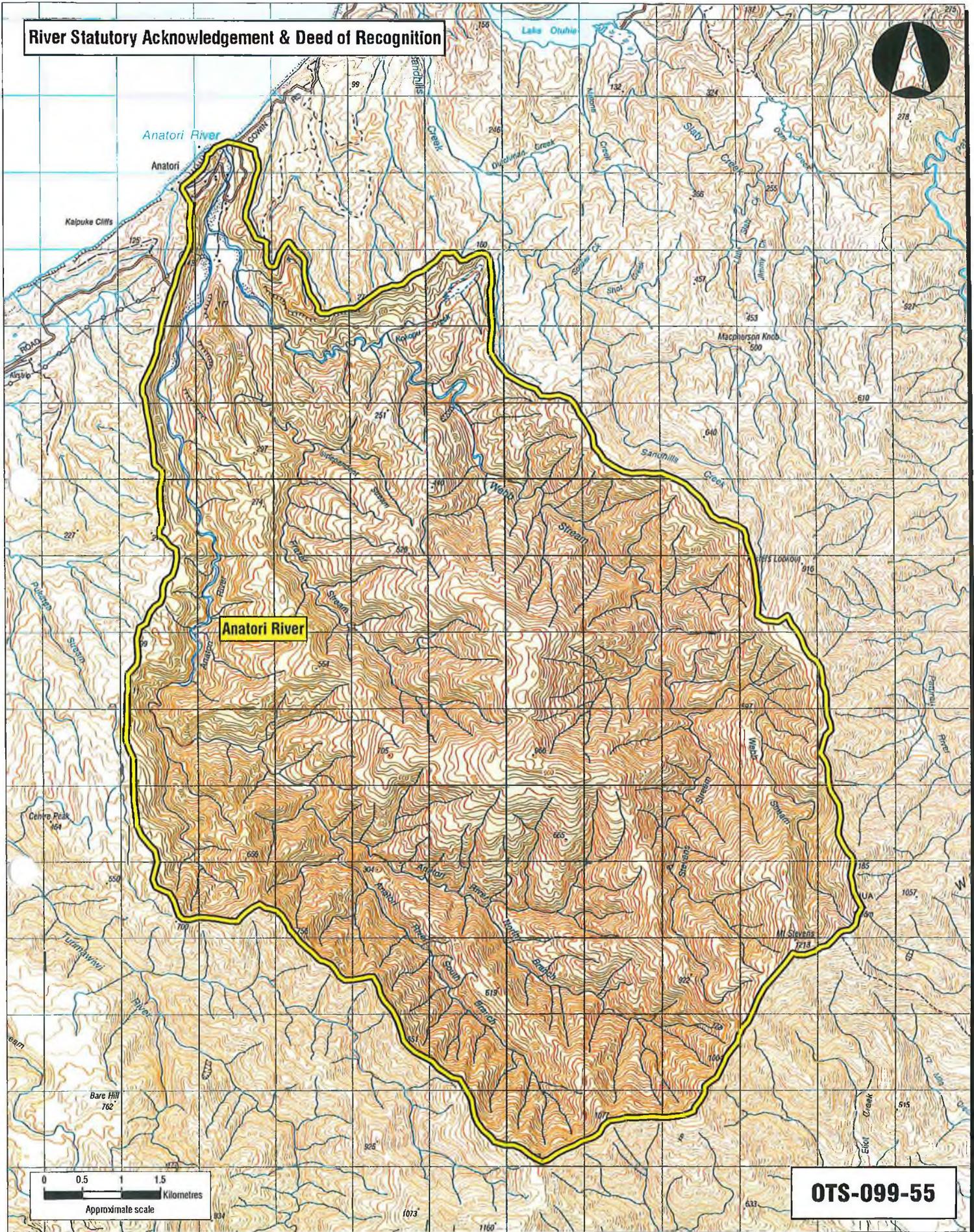
**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:

[Signature] 26.10.10
for Ngāti Apa ki te Rā Tō

[Signature] 26.10.10
for and on behalf of the Crown

River Statutory Acknowledgement & Deed of Recognition



OTS-099-55



**Nelson Land District
Territorial Authority:
Tasman District
Council**

Compiled as a graphic
representation. Boundaries
are indicative only.

Anatori River and its tributaries

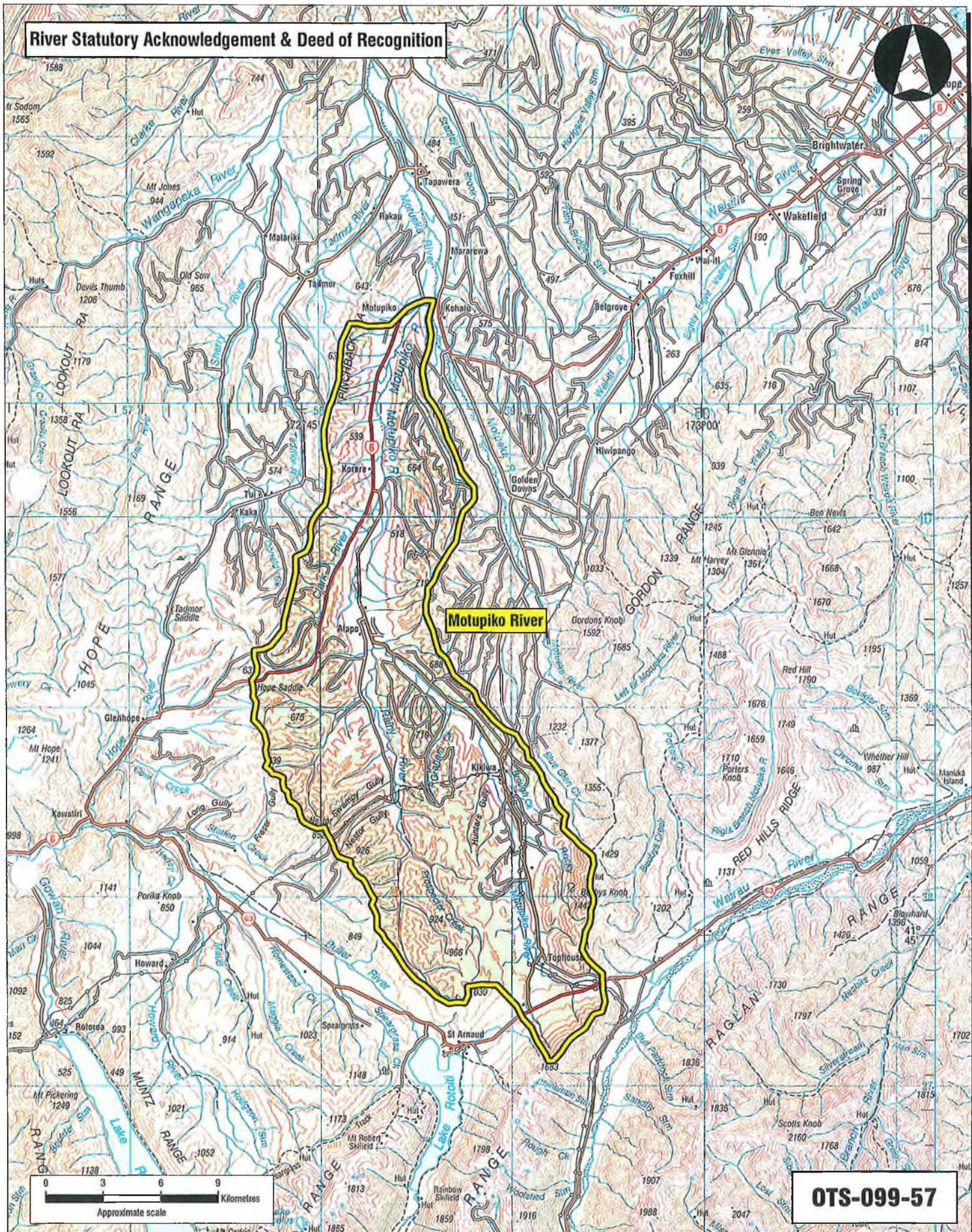
**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:

[Signature] 26/10/10
for Ngāti Apa ki te Rā Tō

[Signature] 26/10/10
for and on behalf of the Crown

River Statutory Acknowledgement & Deed of Recognition



Motupiko River

OTS-099-57



**Nelson Land District
Territorial Authority:
Tasman District
Council**

Compiled as a graphic representation. Boundaries are indicative only.

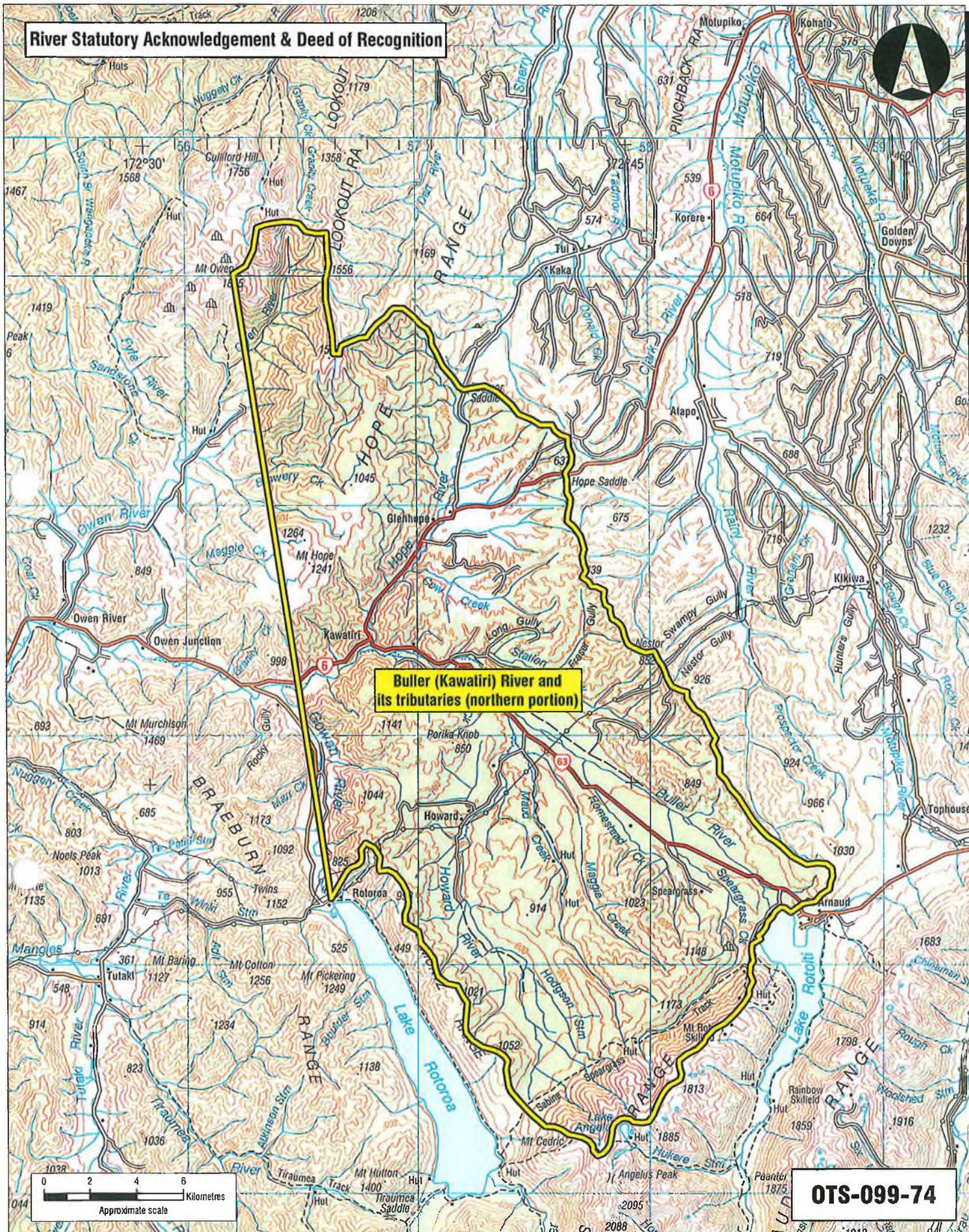
Motupiko River and its tributaries

**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:
[Signature] 26/10/10
for Ngāti Apa ki te Rā Tō

[Signature] 25/10/10
for and on behalf of the Crown

River Statutory Acknowledgement & Deed of Recognition



Buller (Kawatiri) River and its tributaries (northern portion)

OTS-099-74



**Nelson Land District
Territorial Authority;
Tasman District Council**

Compiled as a graphic
representation. Boundaries
are indicative only.

**Buller (Kawatiri) River and its tributaries
(northern portion)**

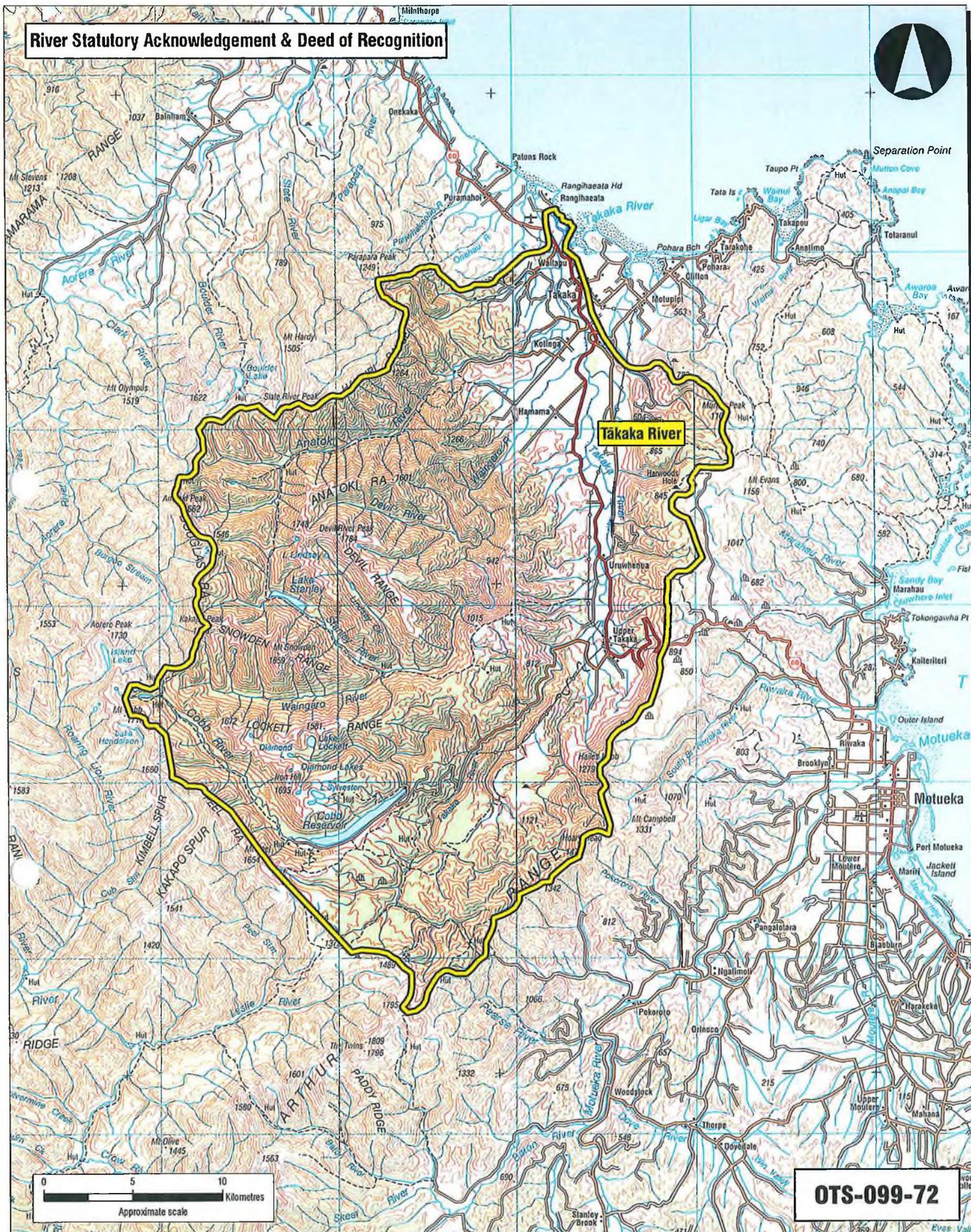
**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:

[Signature] 26/10/10
for Ngāti Apa ki te Rā Tō

[Signature] 28/10/10
for and on behalf of the Crown

River Statutory Acknowledgement & Deed of Recognition



OTS-099-72



**Nelson Land District
Territorial Authority:
Tasman District
Council**

Compiled as a graphic
representation. Boundaries
are indicative only.

Tākaka River and its tributaries

**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:

[Signature] 26/10/10
for Ngāti Apa ki te Rā Tō

[Signature] 26/10/10
for and on behalf of the Crown

Statutory Acknowledgement & Deed of Recognition



Rotomaninitua / Lake Angelus

Paratitahi Tarns

Paraumu Tarn

Mt Misery Hut 1615

Mt Hopeless 2278

The Camel 1882

Mt Windward 2004

Mt Cupola 2263

Cotterell Peak 2095

Mt Travers 2338

Mt Chittenden 2195

Mt Franklin 2220

Rotomairewhenua / Blue Lake

Kehu Peak 2210

Rotopōhueroa / Lake Constance

Mt McKay 2309

Mt Paske 2222



OTS-099-76



Nelson Land District Territorial Authority; Tasman District Council

Compiled as a graphic representation. Boundaries are indicative only.

Alpine Tarns, Nelson Lakes National Park

Areas referred to in the deed of settlement between Ngāti Apa ki te Rā Tō and the Crown

Approved as to boundaries:

[Signature] 26/10/10
for Ngāti Apa ki te Rā Tō

[Signature] 26/10/10
for and on behalf of the Crown

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

2.3 CULTURAL REDRESS PROPERTIES

Vest Fee Simple



Sec 25

Sec 24

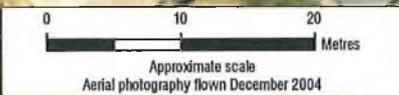
Sec 23

Sec 22

Sec 9

0.1 hectares, approximately, being part of Section 9 SO 15052. Subject to Survey.

OTS-099-02



Approximate scale
Aerial photography flown December 2004



Nelson Land District
Territorial Authority:
Tasman District Council

Compiled as a graphic
representation. Boundaries
are indicative only.

St Arnaud

**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:

[Signature] 26.10.10
for Ngāti Apa ki te Rā Tō

[Signature] 26.10.10
for and on behalf of the Crown

Vest Fee Simple

Pt Lot 8A



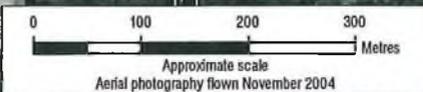
Pt Sec 1

Gowin Board (Dry Road)

North West
Nelson Conservation
Park

10 hectares, approximately, being
part of Part Section 1 Square 17.
Subject to survey.

OTS-099-17



**Nelson Land District
Territorial Authority:
Tasman District Council**

Compiled as a graphic
representation. Boundaries
are indicative only.

Te Tai Tapu (Tombstone)

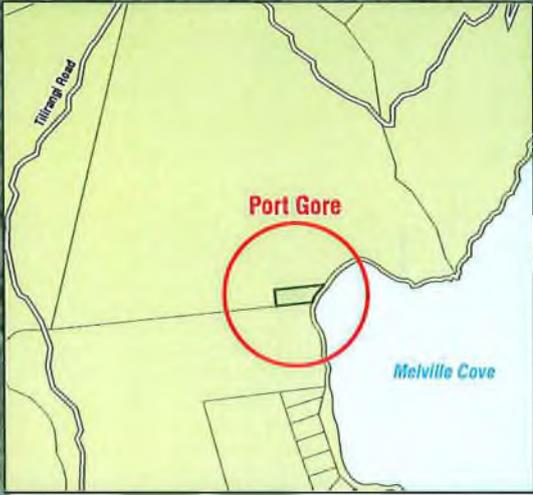
**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:

[Signature] 26/10/10
for Ngāti Apa ki te Rā Tō

[Signature] 26/10/10
for and on behalf of the Crown

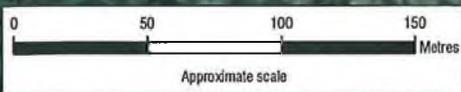
Vest Fee Simple



**Tuirangi Farm Park
Recreation Reserve**

**Pt Sec 6 Block IX
Gore SD**

1.5 hectares, approximately, being part of Part Section 6 Block IX Gore Survey District. Subject to survey.



OTS-099-61



**Marlborough Land District
Territorial Authority:
Marlborough District Council**

Compiled as a graphic representation.
Boundaries are indicative only.

The accompanying material has been released by Marlborough District Council. Council does not accept any responsibility for the truth and ongoing accuracy of the material. It is the responsibility of the recipient to make such checks as the recipient considers appropriate to ensure accuracy.

Port Gore

**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:

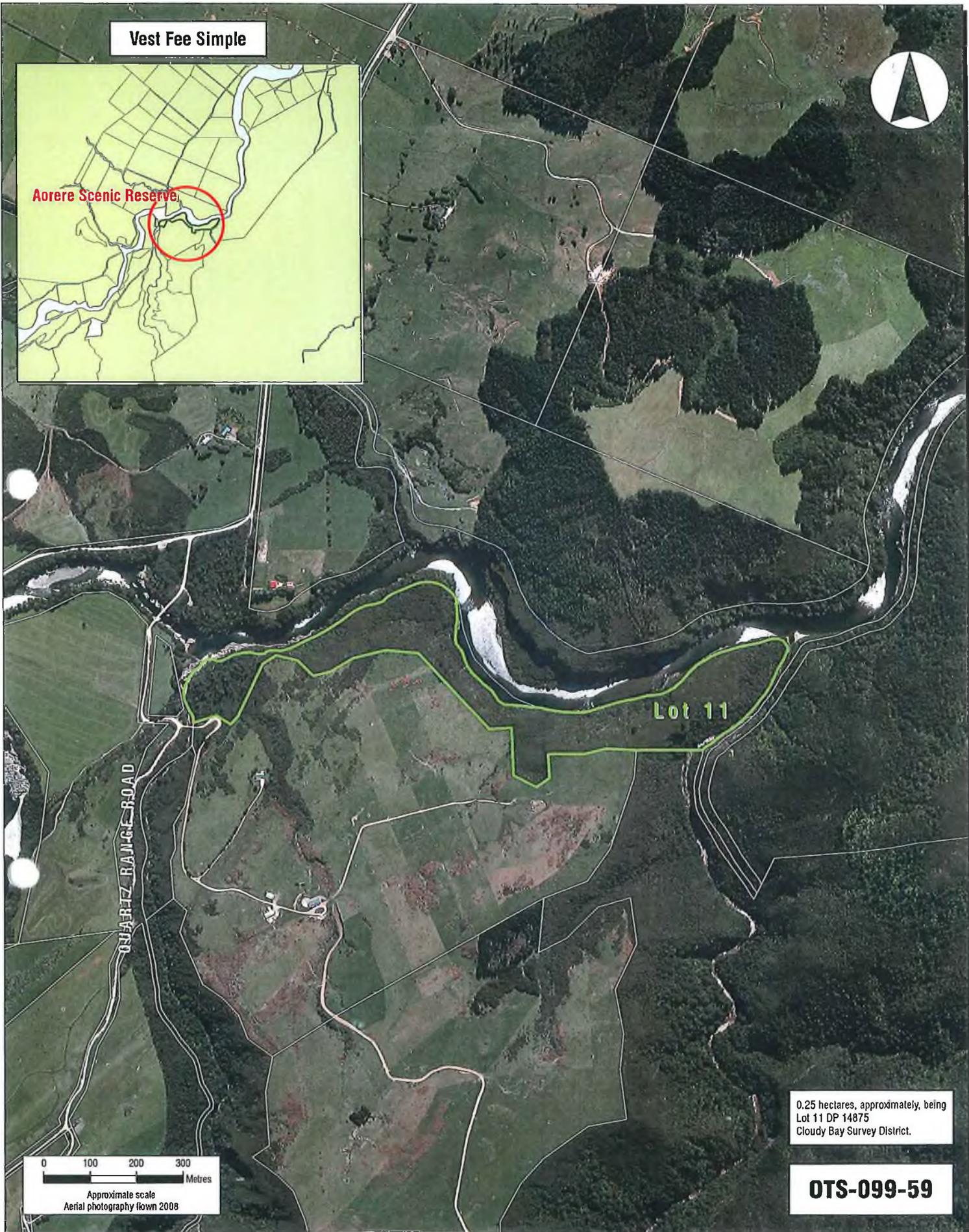
[Signature] 26/10/10
for Ngāti Apa ki te Rā Tō

[Signature] 28/10/10
for and on behalf of the Crown

Vest Fee Simple



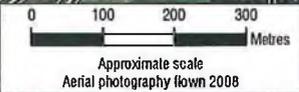
Aorere Scenic Reserve



Lot 11

QUARREZ RANGE ROAD

0.25 hectares, approximately, being Lot 11 DP 14875 Cloudy Bay Survey District.



OTS-099-59



**Nelson Land District
Territorial Authority:
Tasman
District Council**

Compiled as a graphic representation. Boundaries are indicative only.

Aorere Scenic Reserve

**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:

[Signature] 26/10/10
for Ngāti Apa ki te Rā Tō

[Signature] 26/10/10
for and on behalf of the Crown

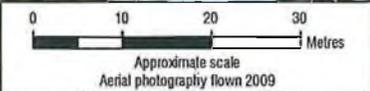


Vest Fee Simple



0.2061 hectares, more or less, being Section 1212 City of Nelson

OTS-099-27



**Nelson Land District
Territorial Authority:
Nelson City Council**

Compiled as a graphic representation. Boundaries are indicative only.

Mātangi Āwhio (Nelson)

**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:
 26/10/10
 for Ngāi Apa ki te Rā Tō
 26/10/10
 for and on behalf of the Crown

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

2.3: CULTURAL REDRESS PROPERTIES

These deed plans indicate the general location of the relevant properties but are for information purposes only and do not show their precise boundaries. The legal description of each cultural redress property is set out in Schedule 5 of the draft settlement bill.

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

2.4 RELEVANT FOSSICKING AREA



OTS-099-87



Compiled as a graphic representation. Boundaries are indicative only.

Relevant fossicking area

Areas referred to in the deed of settlement between Ngāti Apa ki te Rā Tō and the Crown

Approved as to boundaries:

[Signature] 26.10.10
for Ngāti Apa ki te Rā Tō

[Signature] 26.10.10
for and on behalf of the Crown

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

2.5 WOODBOURNE AIRBASE LAND





WOODBOURNE AIR FORCE BASE

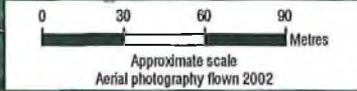
Date of photography 2004-2005

For illustrative purposes only

NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE
2.5: WOODBOURNE AIRBASE LAND

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

2.6 DEFERRED SELECTION PROPERTIES



OTS-099-82

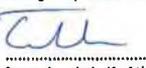


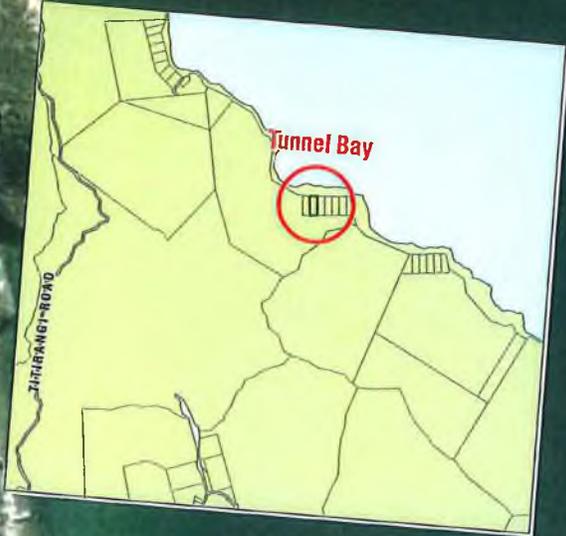
**Marlborough Land District
Territorial Authority:
Marlborough District Council**

Compiled as a graphic representation.
Boundaries are indicative only.
The accompanying material has been released
by Marlborough District Council.
One such does not accept any responsibility for the
total and ongoing accuracy of the material.
It is the responsibility of the recipient to make such
checks as the recipient considers appropriate to
ensure accuracy.

Melville Cove

**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

Approved as to boundaries:
 26.10.10
for Ngāti Apa & i te Rā Tō
 26.10.10
for and on behalf of the Crown



Tunnel Bay

Sounds Foreshore Reserve

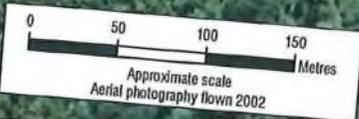
Sec 16

Sec 18

Sec 20

Section 14
Block XII
Gore Survey District

Sec 29



OTS-099-83



**Marlborough Land District
Territorial Authority:
Marlborough District Council**

Compiled as a graphic representation.
Boundaries are indicative only.
The accompanying material has been reviewed
by Marlborough District Council.
Council does not accept any responsibility for the
initial and ongoing accuracy of the material.
It is the responsibility of the recipient to make such
checks as the recipient considers appropriate to
ensure accuracy.

Tunnel Bay

**Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown**

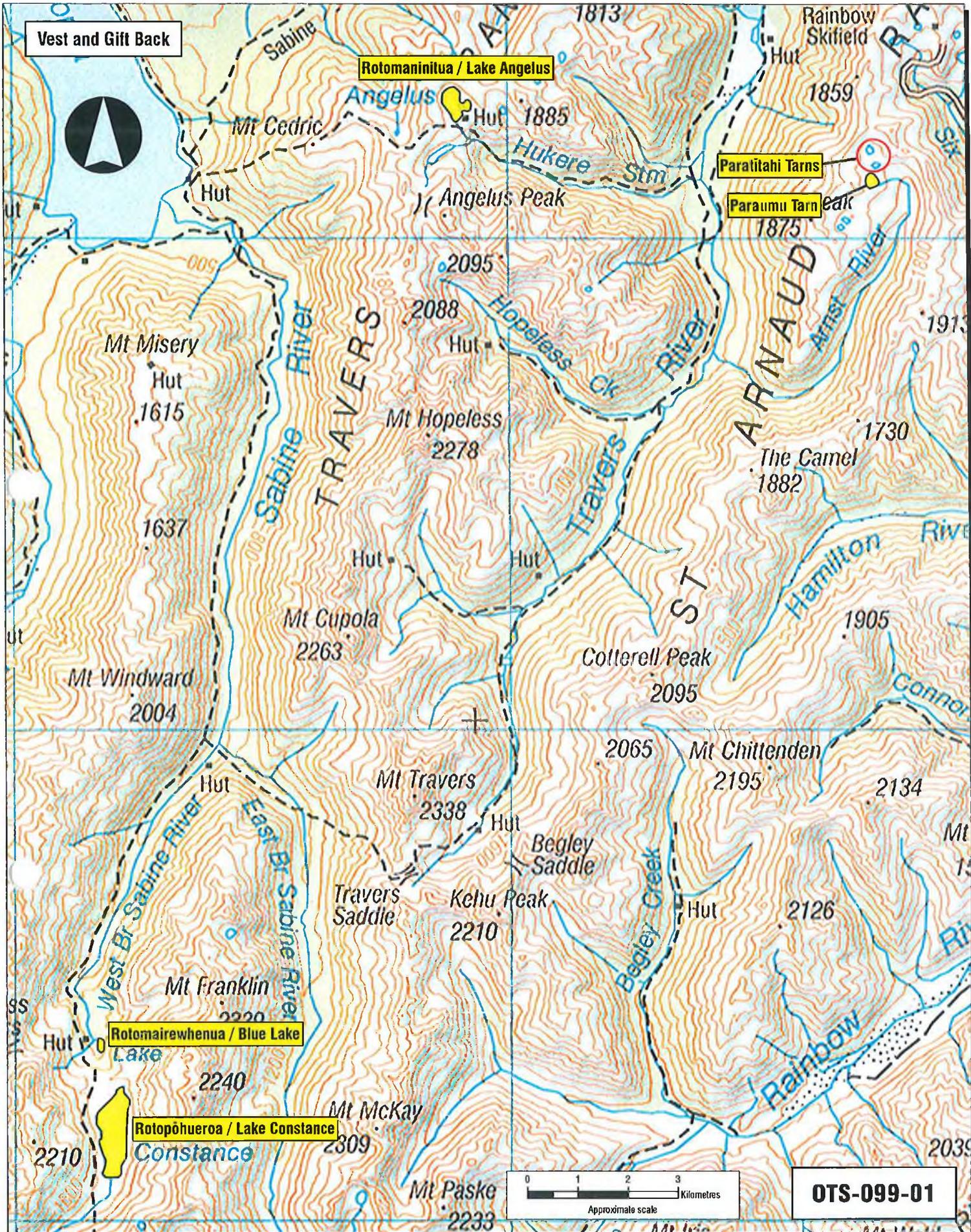
Approved as to boundaries:

[Signature] 26/10/10
for Ngāti Apa ki te Rā Tō

[Signature] 28/10/10
for and on behalf of the Crown

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

2.7 VEST AND GIFT BACK OF ALPINE TARNS



Vest and Gift Back

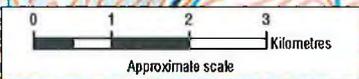
Rotomaninilua / Lake Angelus

Paratitahi Tarns

Paraumu Tarn

Rotomairewhenua / Blue Lake

Rotopohueroa / Lake Constance



OTS-099-01



Nelson Land District
Territorial Authority:
Tasman District Council

Compiled as a graphic
representation. Boundaries
are indicative only.

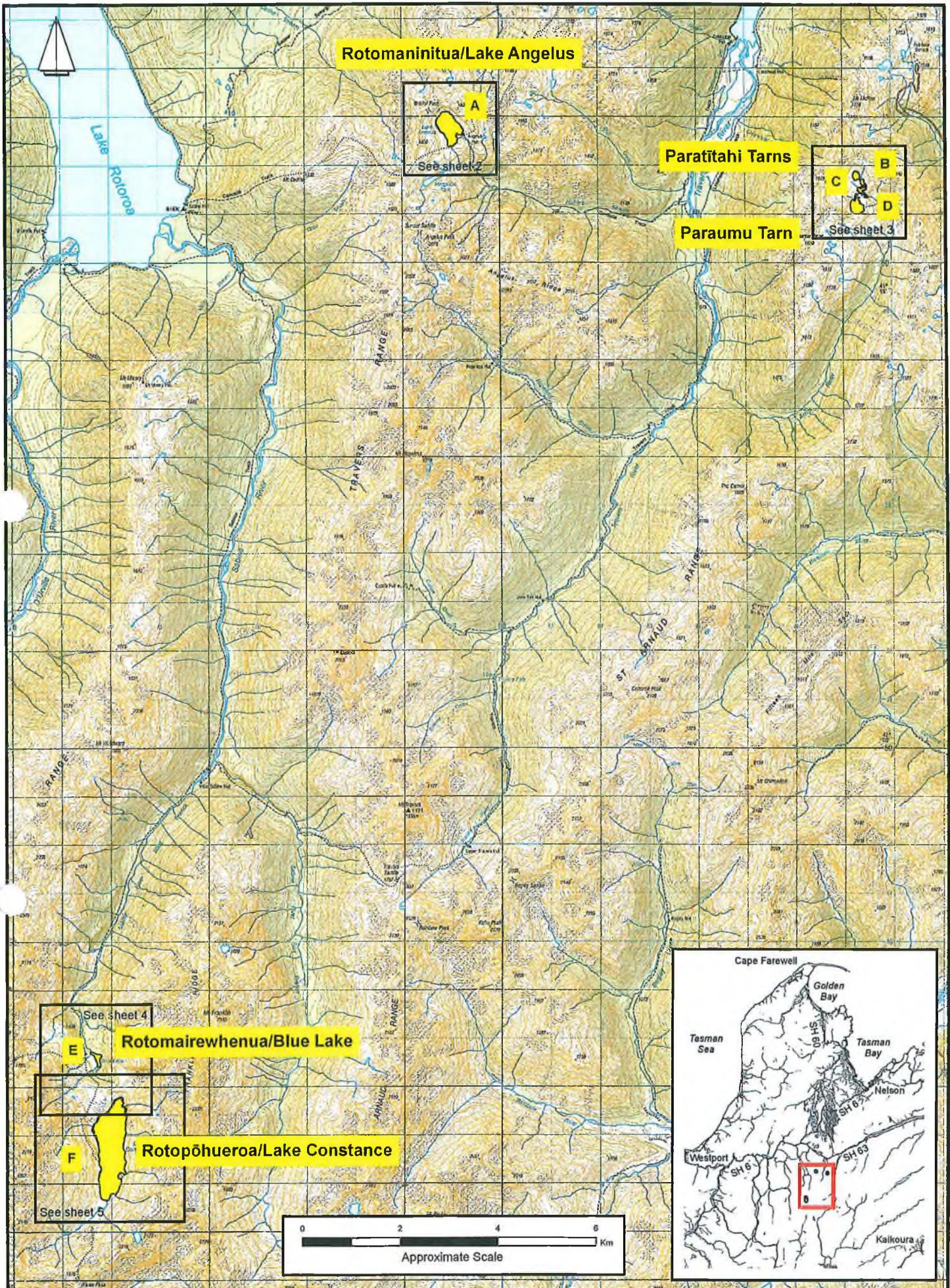
Alpine Tarns, Nelson Lakes National Park

Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown

Approved as to boundaries:

[Signature] 26/10/10
for Ngāti Apa ki te Rā Tō

[Signature] 26/10/10
for and on behalf of the Crown



Rotomaninitua/Lake Angelus

A
See sheet 2

Paratitahi Tarns

B
C
D
See sheet 3

Paraumu Tarn

See sheet 4

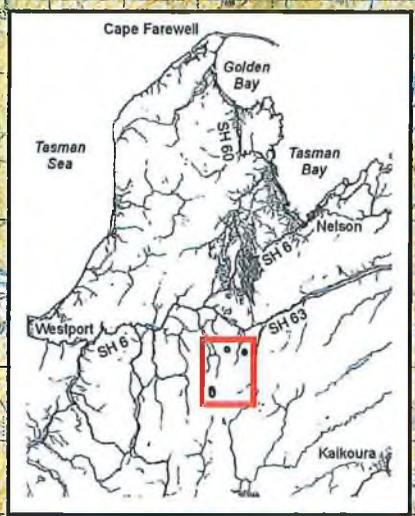
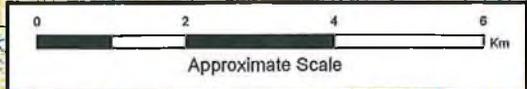
E

Rotomairewhenua/Blue Lake

F

Rotopōhueroa/Lake Constance

See sheet 5



 Nelson Land District
Territorial Authority:
Tasman District
Compiled as a graphic
representation. Boundaries
are indicative only

Alpine Tarns, Nelson Lakes National Park

Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown

SO 432660

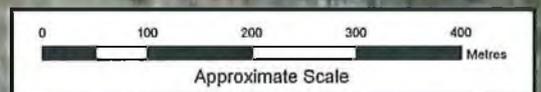
Sheet 1 of 5



Rotomaninitua/Lake Angelus



Area A



Nelson Land District
Territorial Authority:
Tasman District
Compiled as a graphic
representation. Boundaries
are indicative only

Alpine Tarns, Nelson Lakes National Park

Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown

SO 432660

Sheet 2 of 5



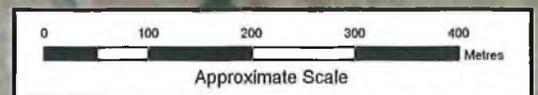
Area B

Area C

Paratīahi Tarns

Area D

Paraumu Tarn



Nelson Land District
Territorial Authority:
Tasman District
Compiled as a graphic
representation. Boundaries
are indicative only

Alpine Tarns, Nelson Lakes National Park

Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown

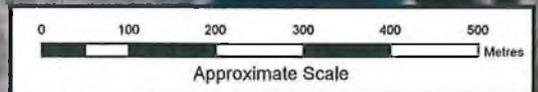
SO 432660

Sheet 3 of 5



Rotomairewhenua/Blue Lake

Area E



Nelson Land District
Territorial Authority:
Tasman District
Compiled as a graphic
representation. Boundaries
are indicative only

Alpine Tarns, Nelson Lakes National Park

Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown

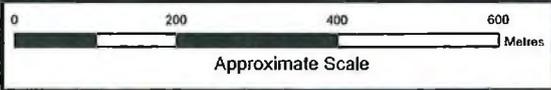
SO 432660

Sheet 4 of 5



**Rotopōhueroa /
Lake Constance**

Area F



 **Nelson Land District**
Territorial Authority:
Tasman District
Compiled as a graphic
representation. Boundaries
are indicative only

Alpine Tarns, Nelson Lakes National Park

Areas referred to in the deed of settlement between
Ngāti Apa ki te Rā Tō and the Crown

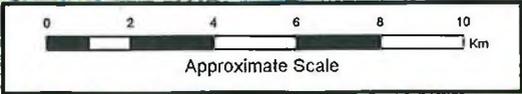
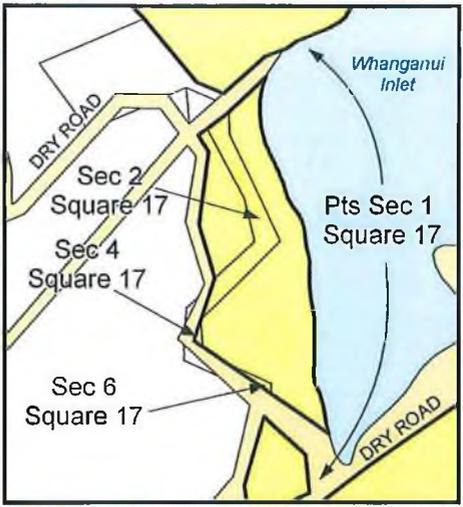
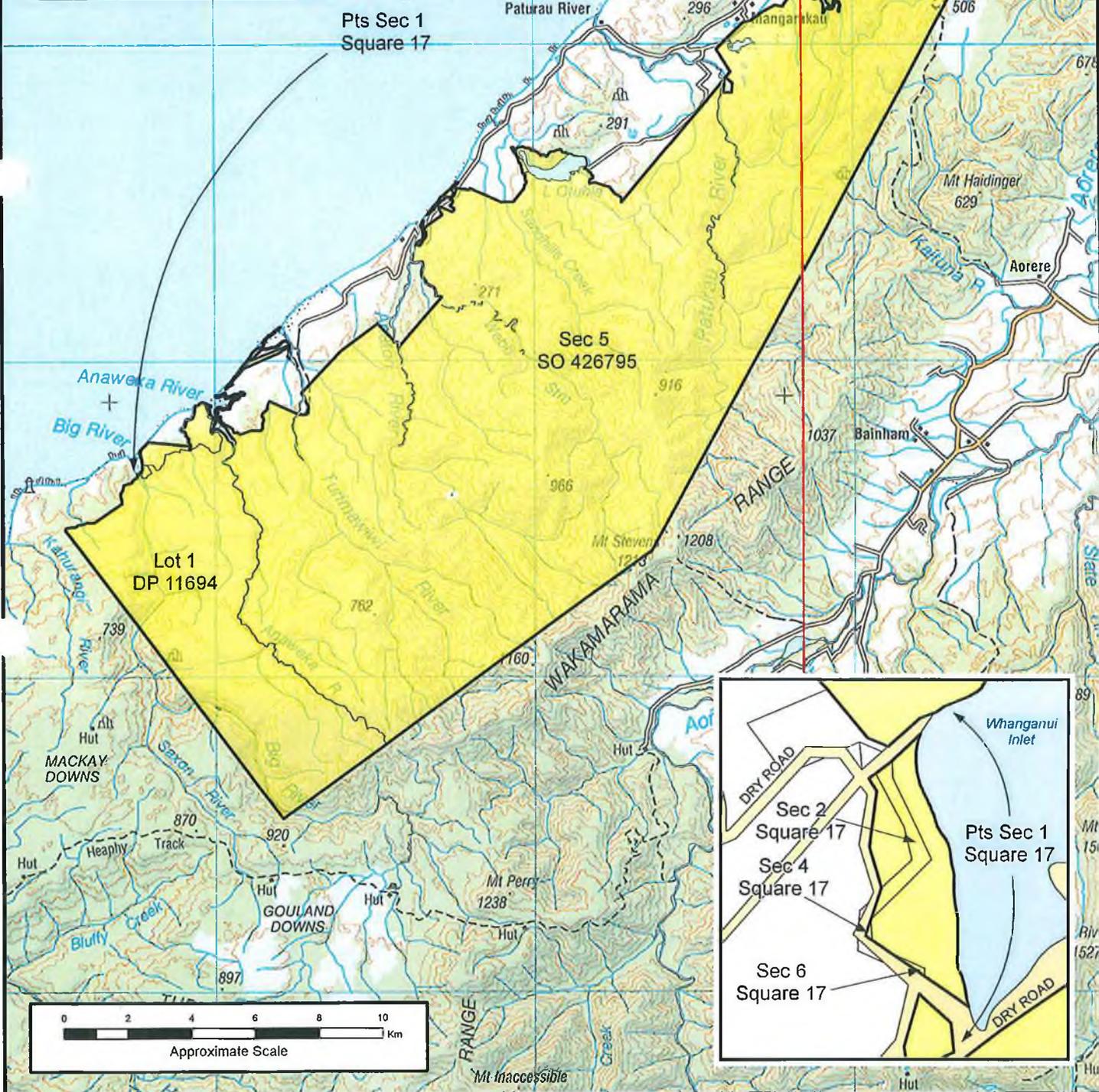
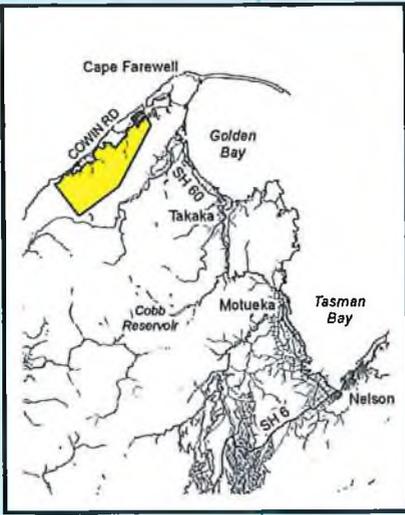
SO 432660

Sheet 5 of 5

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

2.8 VEST AND GIFT BACK OF TE TAI TAPU

Vest and gift back



Nelson Land District
Territorial Authority:
Tasman District
Compiled as a graphic
representation. Boundaries
are indicative only

Te Tai Tapu

Areas referred to in the deed of settlement
of the historical claims of Te Tau Ihu

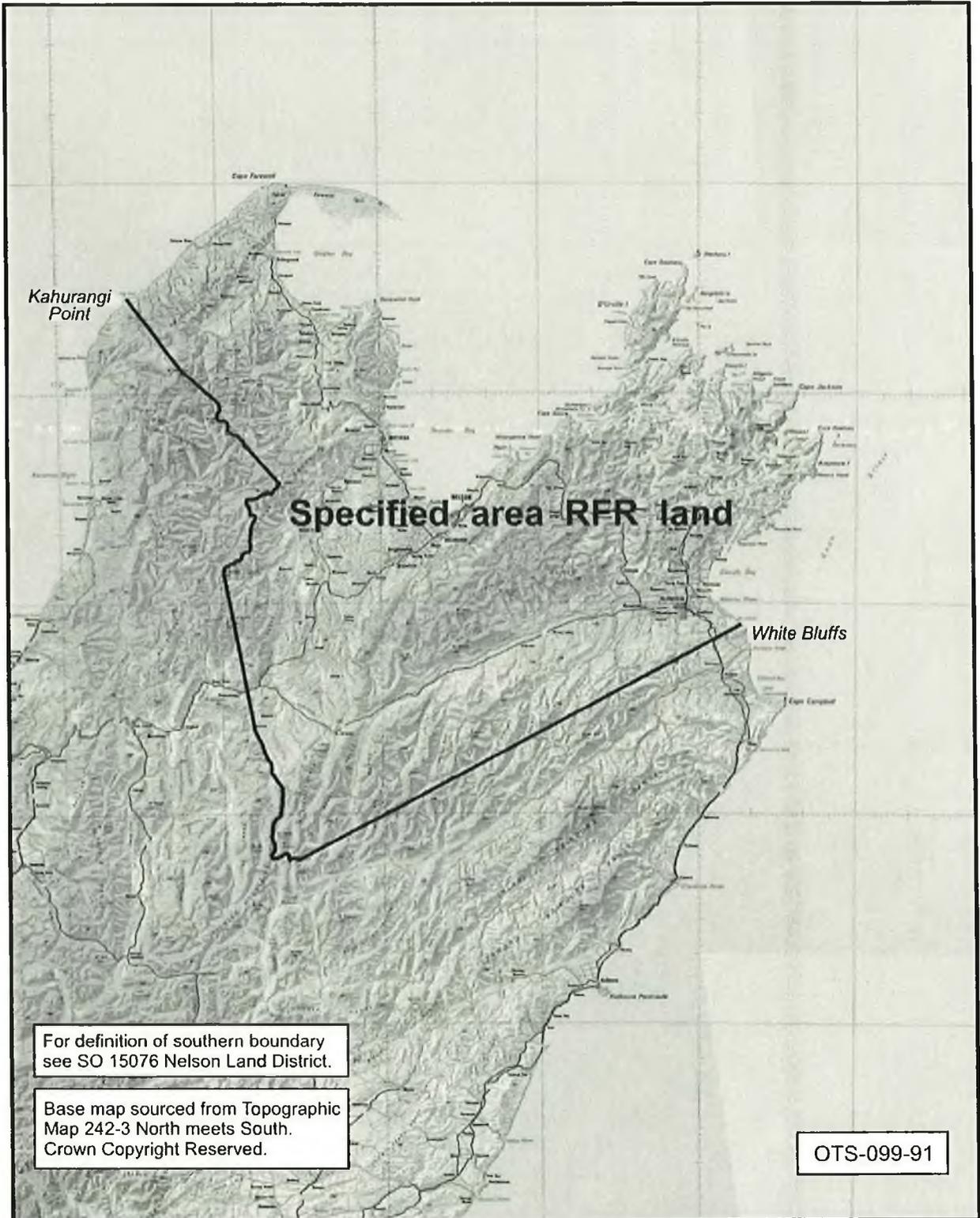
SO 433299

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

2.9 SPECIFIED AREA RFR LAND

NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE

2.9: SPECIFIED AREA RFR LAND

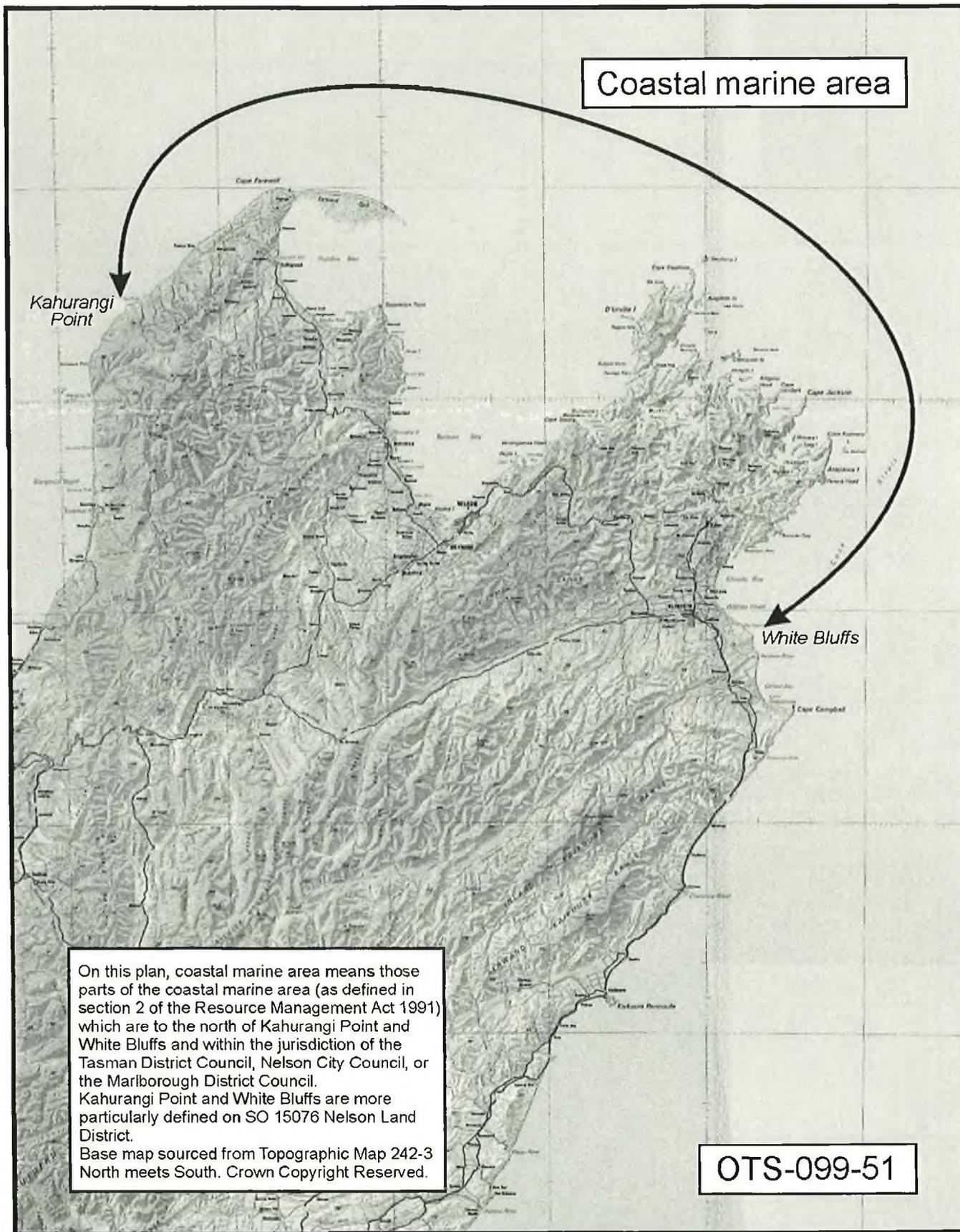


**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

2.10 TE TAU IHU COASTAL MARINE AREA

NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE

2.10: TE TAU IHU COASTAL MARINE AREA



Coastal marine area

Kahurangi Point

White Bluffs

On this plan, coastal marine area means those parts of the coastal marine area (as defined in section 2 of the Resource Management Act 1991) which are to the north of Kahurangi Point and White Bluffs and within the jurisdiction of the Tasman District Council, Nelson City Council, or the Marlborough District Council. Kahurangi Point and White Bluffs are more particularly defined on SO 15076 Nelson Land District.
Base map sourced from Topographic Map 242-3 North meets South. Crown Copyright Reserved.

OTS-099-51

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

3. GENERAL RFR LAND

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

3. GENERAL RFR LAND

Land Holding Agency	Ministry of Education	
Property	Address	Legal Description
Hope School	State Highway 63 Nelson	0.4046 hectares, more or less, being Lot 1 DP 19977. All Computer Freehold Register NL13B/349. 0.2056 hectares, more or less, being Parts Section 7 District Waimea East. All Computer Freehold Register NL10A/369. 0.4046 hectares, more or less, being Part Section 7 Waimea East District. All Proclamation 1934. All Nelson Land District.

Land Holding Agency	Housing New Zealand Corporation*	
Property ID	Address	Legal Description
3066890	NELSON	0.0607 hectares, more or less, being Lot 5 DP 6955. All Computer Freehold Register NL6C/702.
3066860	NELSON	0.0627 hectares, more or less, being Lot 2 DP 6955. All Computer Freehold Register NL6C/699.
3066900	NELSON	0.0713 hectares, more or less, being Lot 6 DP 6955. All Computer Freehold Register NL6C/703.
3066920	NELSON	0.0882 hectares, more or less, being Lot 3 DP 6955. All Computer Freehold Register NL6C/700.
3066930	NELSON	0.0882 hectares, more or less, being Lot 4 DP 6955. All Computer Freehold Register NL6C/701.
4000410	NELSON	0.0500 hectares, more or less, being Lot 7 DP 16124. All Computer Freehold Register NL10C/39.
3079560	NELSON	0.0348 hectares, more or less, being Lot 1 DP 19201. All Computer Freehold Register NL12C/1029.
3073570	NELSON	0.0395 hectares, more or less, being Lot 4 DP 19201. All Computer Freehold Register NL12C/1032.
3073550	NELSON	0.0484 hectares, more or less, being Lot 2 DP 19201. All Computer Freehold Register NL12C/1030.
3073580	NELSON	0.0489 hectares, more or less, being Lot 5 DP 19201. All Computer Freehold Register NL12C/1033.
3073590	NELSON	0.0582 hectares, more or less, being Lot 3 DP 19201. All Computer Freehold Register NL12C/1031.
4000516	NELSON	0.0852 hectares, more or less, being Lot 1 DP 6473. All Computer Freehold Register NL1B/1334.
5000949	NELSON	0.0282 hectares, more or less, being Lot 1 DP 15392. All Computer Freehold Register NL9C/1097.
4000405	NELSON	0.0546 hectares, more or less, being Lot 3 DP 17391. All Computer Freehold Register NL11B/1097.
4002493	NELSON	0.0613 hectares, more or less, being Lot 44 DP 14559. All Computer Freehold Register NL9A/1221.

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

3. GENERAL RFR LAND

Land Holding Agency	Housing New Zealand Corporation*	
Property ID	Address	Legal Description
4002136	NELSON	0.0619 hectares, more or less, being Lot 37 DP 9983. All Computer Freehold Register NL5B/1059.
4002289	NELSON	0.0686 hectares, more or less, being Lot 12 DP 9562. All Computer Freehold Register NL9C/495.
5000137	NELSON	0.0505 hectares, more or less, being Lot 11 DP 7578. All Computer Freehold Register NL3A/1346.
4000394	NELSON	0.0655 hectares, more or less, being Lot 19 DP 8842. All Computer Freehold Register NL4C/8.
4000393	NELSON	0.0589 hectares, more or less, being Lot 42 DP 9070. All Computer Freehold Register NL4C/398.
4002927	NELSON	0.0549 hectares, more or less, being Lot 22 DP 328824. All Computer Freehold Register 117694.
3067670	NELSON	0.0528 hectares, more or less, being Lot 33 DP 7856. All Computer Freehold Register NL3C/980.
3067700	NELSON	0.0847 hectares, more or less, being Lot 32 DP 7856. All Computer Freehold Register NL3C/979.
3067780	NELSON	0.0748 hectares, more or less, being Lot 24 DP 7856. All Computer Freehold Register NL3C/971.
3067600	NELSON	0.0645 hectares, more or less, being Lot 18 DP 7856. All Computer Freehold Register NL3D/114.
3067740	NELSON	0.0710 hectares, more or less, being Lot 20 DP 7856. All Computer Freehold Register NL3C/967.
3067770	NELSON	0.0586 hectares, more or less, being Lot 23 DP 7856. All Computer Freehold Register NL3C/970.
3067630	NELSON	0.0564 hectares, more or less, being Lot 26 DP 7856. All Computer Freehold Register NL3C/973.
3053570	NELSON	0.0541 hectares, more or less, being Lot 3 DP 4325. All Computer Freehold Register NL8B/1322.
3053580	NELSON	0.0541 hectares, more or less, being Lot 4 DP 4325. All Computer Freehold Register NL8B/1323.
3053560	NELSON	0.0361 hectares, more or less, being Lot 2 DP 4325. All Computer Freehold Register NL8B/1321.
3053590	NELSON	0.0541 hectares, more or less, being Lot 5 DP 4325. All Computer Freehold Register NL8B/1324.
3051330	NELSON	0.0675 hectares, more or less, being Lot 7 DP 4315. All Computer Freehold Register NL6B/751.
3059920	NELSON	0.0685 hectares, more or less, being Lot 26 DP 4339. All Computer Freehold Register NL6D/1387.
3059900	NELSON	0.0713 hectares, more or less, being Lot 23 DP 4339. All Computer Freehold Register NL6D/1384.
3074920	NELSON	0.0727 hectares, more or less, being Lot 2 DP 20132. All Computer Freehold Register NL13B/940.

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

3. GENERAL RFR LAND

Land Holding Agency	Housing New Zealand Corporation*	
Property ID	Address	Legal Description
3059880	NELSON	0.0728 hectares, more or less, being Lot 22 DP 4339. All Computer Freehold Register NL6D/1383.
3059890	NELSON	0.0785 hectares, more or less, being Lot 1 DP 20132. All Computer Freehold Register NL13B/939.
3060940	NELSON	0.0791 hectares, more or less, being Lot 2 DP 4424. All Computer Freehold Register NL6C/696.
3058630	NELSON	0.0827 hectares, more or less, being Lot 5 DP 4337. All Computer Freehold Register NL6D/705.
3059860	NELSON	0.1001 hectares, more or less, being Lot 19 DP 4339. All Computer Freehold Register NL6D/1382.
3060910	NELSON	0.0940 hectares, more or less, being Lot 16 DP 4339. All Computer Freehold Register NL6D/1380.
3055970	NELSON	0.0725 hectares, more or less, being Lot 16 DP 4341. All Computer Freehold Register NL6C/895.
3056030	NELSON	0.1173 hectares, more or less, being Lot 6 DP 6192. All Computer Freehold Register NL6C/930.
3051380	NELSON	0.0653 hectares, more or less, being Part Lot 12 DP 4315. All Computer Freehold Register NL10D/1181.
1210730	NELSON	0.0343 hectares, more or less, being Lot 1 DP 15881. All Computer Freehold Register NL10D/1177.
3051380	NELSON	0.0394 hectares, more or less, being Lot 2 DP 15881. All Computer Freehold Register NL10D/1178.
1210730	NELSON	0.0396 hectares, more or less, being Part Lot 15 DP 4315. All Computer Freehold Register NL10D/1180.
1210810	NELSON	0.0652 hectares, more or less, being Lot 19 DP 4336. All Computer Freehold Register NL6C/225.
3051410	NELSON	0.0690 hectares, more or less, being Lot 12 DP 4336. All Computer Freehold Register NL6C/219.
3056600	NELSON	0.0715 hectares, more or less, being Lot 13 DP 4336. All Computer Freehold Register NL6C/220.
3056550	NELSON	0.0715 hectares, more or less, being Lot 14 DP 4336. All Computer Freehold Register NL6C/221.
3056560	NELSON	0.0733 hectares, more or less, being Lot 20 DP 4336. All Computer Freehold Register NL6C/226.
3056610	NELSON	0.0738 hectares, more or less, being Lot 21 DP 4336. All Computer Freehold Register NL1D/1170.
3808410	NELSON	0.0882 hectares, more or less, being Lot 22 DP 4336. All Computer Freehold Register NL11B/411.
3056630	NELSON	0.0823 hectares, more or less, being Lot 1 DP 8657. All Computer Freehold Register NL4A/847.
4000511	NELSON	0.0530 hectares, more or less, being Lot 1 DP 13338. All Computer Freehold Register NL8B/519.

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

3. GENERAL RFR LAND

Land Holding Agency	Housing New Zealand Corporation*	
Property ID	Address	Legal Description
4000435	NELSON	0.0766 hectares, more or less, being Lot 17 DP 214. All Computer Freehold Register NL29/234.
3020150	NELSON	0.0218 hectares, more or less, being Lot 1 DP 19747. All Computer Freehold Register NL13A/1138.
3760830	NELSON	0.0236 hectares, more or less, being Lot 2 DP 19747. All Computer Freehold Register NL13A/1139.
3760860	NELSON	0.0230 hectares, more or less, being Lot 5 DP 19747. All Computer Freehold Register NL13A/1142.
3760870	NELSON	0.0244 hectares, more or less, being Lot 4 DP 19747. All Computer Freehold Register NL13A/1141.
3775850	NELSON	0.0607 hectares, more or less, being Lot 3 DP 19747. All Computer Freehold Register NL13A/1140.
3775840	NELSON	0.0650 hectares, more or less, being Lot 10 DP 4346. All Computer Freehold Register NL1D/929.
1731840	NELSON	0.0650 hectares, more or less, being Lot 3 DP 4346. All Computer Freehold Register NL9C/1300.
3059610	NELSON	0.0650 hectares, more or less, being Lot 4 DP 4346. All Computer Freehold Register NL9C/1301.
3059620	NELSON	0.0650 hectares, more or less, being Lot 6 DP 4346. All Computer Freehold Register NL9C/1302.
3059640	NELSON	0.0675 hectares, more or less, being Lot 1 DP 4346. All Computer Freehold Register NL9C/1298.
3058300	NELSON	0.0703 hectares, more or less, being Lot 2 DP 4346. All Computer Freehold Register NL9C/1299.
3058310	NELSON	0.0819 hectares, more or less, being Lot 12 DP 4346. All Computer Freehold Register NL9C/1303.
6060350	NELSON	0.0951 hectares, more or less, being Lot 9 DP 7196. All Computer Freehold Register NL11B/1053.
3069300	NELSON	0.0352 hectares, more or less, being Lot 1 DP 13171. All Computer Freehold Register NL8B/816.
3073900	NELSON	0.0345 hectares, more or less, being Lot 10 DP 13171. All Computer Freehold Register NL8B/825.
3073990	NELSON	0.0361 hectares, more or less, being Lot 9 DP 13171. All Computer Freehold Register NL8B/824.
3073980	NELSON	0.0383 hectares, more or less, being Lot 2 DP 13171. All Computer Freehold Register NL8B/817.
3073910	NELSON	0.0401 hectares, more or less, being Lot 8 DP 13171. All Computer Freehold Register NL8B/823.
3073970	NELSON	0.0403 hectares, more or less, being Lot 11 DP 13171. All Computer Freehold Register NL8B/826.
3074000	NELSON	0.0421 hectares, more or less, being Lot 5 DP 13171. All Computer Freehold Register NL8B/820.

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

3. GENERAL RFR LAND

Land Holding Agency	Housing New Zealand Corporation*	
Property ID	Address	Legal Description
3073930	NELSON	0.0436 hectares, more or less, being Lot 1 DP 18360 and Lot 2 DP 17435. All Computer Freehold Register NL11B/1238.
3074010	NELSON	0.0437 hectares, more or less, being Lot 12 DP 13171. All Computer Freehold Register NL8B/827.
3073960	NELSON	0.0440 hectares, more or less, being Lot 7 DP 13171. All Computer Freehold Register NL8B/822.
3073950	NELSON	0.0465 hectares, more or less, being Lot 6 DP 13171. All Computer Freehold Register NL8B/821.
3073920	NELSON	0.0483 hectares, more or less, being Lot 3 DP 13171. All Computer Freehold Register NL8B/818.
3074020	NELSON	0.0484 hectares, more or less, being Lot 13 DP 13171. All Computer Freehold Register NL8B/828.
3074036	NELSON	0.0521 hectares, more or less, being Lot 14 DP 13171. All Computer Freehold Register NL8B/829.
3056730	BLENHEIM	0.0822 hectares, more or less, being Lot 9 DP 1811. All Computer Freehold Register MB3D/1019.
3056720	BLENHEIM	0.0855 hectares, more or less, being Lot 8 DP 1811. All Computer Freehold Register MB3D/1018.
1213750	BLENHEIM	0.0436 hectares, more or less, being Lot 2 DP 11421. All Computer Freehold Register MB6B/379.
1213960	BLENHEIM	0.0350 hectares, more or less, being Lot 1 DP 10284. All Computer Freehold Register MB5D/1269.
1213830	BLENHEIM	0.0353 hectares, more or less, being Lot 2 DP 10284. All Computer Freehold Register MB5D/1270.
1213760	BLENHEIM	0.0632 hectares, more or less, being Lot 1 DP 11421. All Computer Freehold Register MB6B/378.
3068400	BLENHEIM	0.0672 hectares, more or less, being Lot 1 DP 4076. All Computer Freehold Register MB5C/683.
3069710	BLENHEIM	0.0622 hectares, more or less, being Lot 2 DP 4644. All Computer Freehold Register MB5D/287.
3063780	BLENHEIM	0.0738 hectares, more or less, being Lot 1 DP 2285. All Computer Freehold Register MB4D/1114.
3063790	BLENHEIM	0.0756 hectares, more or less, being Lot 1 DP 2474. All Computer Freehold Register MB3E/1290.
3063770	BLENHEIM	0.0764 hectares, more or less, being Lot 4 DP 2474. All Computer Freehold Register MB3E/1293.
3063690	BLENHEIM	0.0768 hectares, more or less, being Lot 6 DP 2285. All Computer Freehold Register MB4D/1115.
2249920	BLENHEIM	0.0680 hectares, more or less, being Lot 28 DP 3141. All Computer Freehold Register MB4C/1314.

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

3. GENERAL RFR LAND

Land Holding Agency	Housing New Zealand Corporation*	
Property ID	Address	Legal Description
3069750	BLENHEIM	0.0728 hectares, more or less, being Lot 39 DP 3141. All Computer Freehold Register MB5D/283.
2249940	BLENHEIM	0.0693 hectares, more or less, being Lot 33 DP 3141. All Computer Freehold Register MB4C/1317.
3051680	BLENHEIM	0.0606 hectares, more or less, being Lot 2 DP 2238. All Computer Freehold Register MB3E/637.
3051700	BLENHEIM	0.0847 hectares, more or less, being Lot 9 DP 1810. All Computer Freehold Register MB3D/687.
3063290	BLENHEIM	0.01020 hectares, more or less, being Lot 2 DP 2221. All Computer Freehold Register MB3E/632.
3063390	BLENHEIM	0.0217 hectares, more or less, being Lot 2 DP 11807. All Computer Freehold Register MB6C/311.
3063400	BLENHEIM	0.0278 hectares, more or less, being Lot 3 DP 11807. All Computer Freehold Register MB6C/312.
3063410	BLENHEIM	0.0329 hectares, more or less, being Lot 1 DP 11804. All Computer Freehold Register MB6B/1231.
2322580	BLENHEIM	0.0349 hectares, more or less, being Lot 1 DP 11807. All Computer Freehold Register MB6C/310.
3063420	BLENHEIM	0.0365 hectares, more or less, being Lot 2 DP 11804. All Computer Freehold Register MB6B/1232.
3063430	BLENHEIM	0.0390 hectares, more or less, being Lot 3 DP 11804. All Computer Freehold Register MB6B/1233.
3063440	BLENHEIM	0.0416 hectares, more or less, being Lot 4 DP 11804. All Computer Freehold Register MB6B/1234.
3062770	BLENHEIM	0.0739 hectares, more or less, being Lot 7 DP 2221. All Computer Freehold Register MB3E/636.
3052970	BLENHEIM	0.0552 hectares, more or less, being Lot 7 DP 1809. All Computer Freehold Register MB3E/530.

* until the signing of this deed, although Housing Corporation New Zealand does not intend to dispose of the land set out in this table, there is a possibility that some properties may change

**NGĀTI APA DEED OF SETTLEMENT
ATTACHMENTS SCHEDULE**

4. DRAFT SETTLEMENT BILL

Draft settlement Bill for attachment to signed deed of settlement

Te Tau Ihu Claims Settlement Bill—Parts 1 to 3

Government Bill

Explanatory note

General policy statement

It is intended to divide the Bill at the committee of the whole House stage so that—

- *Parts 1 to 3* become the Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau Claims Settlement Bill:
- *Parts 4 to 6* become the Te Ātiawa o Te Waka-ā-Mauī, Ngāti Kōata, Ngāti Rārua, and Ngāti Tama Manawhenua ki Te Tau Ihu Claims Settlement Bill:
- *Parts 7 to 9* become the Ngāti Toa Rangatira Claims Settlement Bill.

Clause by clause analysis

Clause 1 states the Bill's title.

Clause 2 specifies the Bill's commencement date.

Part 1

Preliminary matters and settlement of historical claims

Part 1 provides for preliminary matters and the settlement of the historical claims.

Subpart 1—Purpose of Act, historical accounts, acknowledgements, and apologies

Clause 3 states the purpose of Parts 1 to 3 of the Bill.

Clause 4 provides that Parts 1 to 3 of the Bill bind the Crown.

Clause 5 provides an outline of Parts 1 to 3 of the Bill.

Clauses 6 to 15 summarise the historical accounts from the 3 deeds of settlement (which provide backgrounds to the deeds) and record the acknowledgements and the apologies given by the Crown to the iwi in the deeds.

Subpart 2—Interpretation

Clause 16 provides that Parts 1 to 3 of the Bill are to be interpreted in a manner that best furthers the agreements in the deeds of settlement.

Clause 17 defines certain terms used in Parts 1 to 3 of the Bill.

Clause 19 defines Ngāti Apa ki te Rā Tō, Ngāti Kūia, and Rangitāne o Wairau .

Clause 20 defines historical claims.

Subpart 3—Settlement of historical claims

Historical claims settled and jurisdiction of courts, etc, removed

Clause 21 settles the historical claims and provides that the settlement is final. It removes the jurisdiction of courts, tribunals, and other judicial bodies in respect of the historical claims, the deeds of settlement, Parts 1 to 3 of the Bill, and the settlement redress (but not in respect of the interpretation or implementation of the deeds of settlement or Parts 1 to 3 of the Bill).

Consequential amendment to Treaty of Waitangi Act 1975

Clause 22 amends the Treaty of Waitangi Act 1975 to remove the jurisdiction of the Waitangi Tribunal as provided in *clause 21*.

Protections no longer apply

Clause 23 provides that certain enactments do not apply to specified land.

Clause 24 provides for the removal of existing memorials from the computer registers relating to the specified land.

Subpart 4—Other matters

Clause 25 provides for an exception to the rule against perpetuities and any relevant provisions of the Perpetuities Act 1964 for the settlement trusts and in respect of documents entered into by the Crown to give effect to the deeds of settlement.

Clause 26 provides that the chief executive of the Ministry of Justice must make copies of the deeds of settlement available 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. The deeds must also be made available free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

Clause 27 provides that if a provision in Parts 1 to 3 has the same effect as a provision in Parts 4 to 9, the provisions must be given effect to only once.

Part 2 Cultural redress

Part 2 provides for cultural redress.

Subpart 1—Protocols

Subpart 1 (clauses 28 to 35) provides for the issue of protocols by the Minister of Conservation, the Minister of Fisheries and Aquaculture, the Minister of Energy and Resources, and the Minister for Arts, Culture and Heritage. The subpart provides that the protocols are subject to the Crown's obligations and limits the rights arising under them.

Subpart 2—Statutory acknowledgement and deeds of recognition

Subpart 2 (clauses 36 to 51) contains the Crown's acknowledgement of the statements made by the relevant iwi of their association with certain statutory areas and of their coastal values. The purposes and limits of the statutory acknowledgement are specified. The subpart

also provides that the Crown may issue and amend deeds of recognition.

Subpart 3—Overlay classification

Subpart 3 (clauses 52 to 70) provides for an overlay classification to be declared in relation to certain overlay sites. The purposes and limits of the overlay classification are specified. The subpart authorises the making of certain regulations and bylaws relating to the overlay classification.

Subpart 4—The Crown not prevented from providing other similar redress

Subpart 4 (clause 71) provides that the Crown's provision of the protocols, statutory acknowledgement, deeds of recognition, and overlay classification does not prevent the Crown from doing anything that is consistent with that redress, including—

- providing, or agreeing to introduce legislation providing, the same or similar redress to a person other than a settlement iwi or the trustees of a settlement trust;
- disposing of land.

Subpart 5—Vesting of cultural redress properties

Subpart 5 (clauses 72 to 97) provides for the vesting of 24 cultural redress properties in the trustees of the relevant settlement trusts (in some cases, jointly with each other or with the trustees of trusts for iwi under related settlements). Of the 24 properties, 11 vest in fee simple, 1 vests in fee simple subject to a conservation covenant, and 12 vest in fee simple to be administered as reserves.

Subpart 6—General provisions relating to vesting of cultural redress properties

Subpart 6 (clauses 98 to 108) contains technical provisions to facilitate the vesting of the cultural redress properties.

Subpart 7—Vesting and gift-back of properties

Subpart 7 (clauses 109 and 110) provides for the vesting of a property in the trustees of the Ngāti Apa ki te Rā Tō Trust, and the vesting of another property in those trustees (jointly with the trustees of trusts for iwi under a related settlement), and the gifting back of the properties to the Crown.

Subpart 8—Geographic names

Subpart 8 (clauses 111 to 114) provides for the alteration and assignment of geographic names, sets out the requirements for publishing a notice of a new geographic name, and provides for the process for altering any new geographic name.

Subpart 9—Customary use of eels

Subpart 9 (clauses 115 and 116) contains the Crown's acknowledgement of the association of Ngāti Apa ki te Rā Tō with eels in the part of the Nelson Lakes National Park within the Ngāti Apa conservation protocol area, and provides for the customary use of the eels by members of the iwi.

Subpart 10—Pakohe removal and consultation

Subpart 10 (clauses 117 to 124) contains the Crown's acknowledgement of the association of Ngāti Kuia and Rangitāne o Wairau with pakohe, provides for members of those iwi to remove pakohe from certain river beds by hand, and requires the Director-General to consult the trustees of the settlement trusts of those iwi in relation to pakohe in certain situations.

Subpart 11—Minerals fossicking right

Subpart 11 (clauses 125 to 129) provides for members of the settlement iwi to remove natural material from certain river beds by hand.

Subpart 12—Statutory kaitiaki and customary use of tītī

Subpart 12 (clauses 130 to 133) appoints the trustees of the Te Runanga o Ngāti Kuia Trust as statutory kaitiaki of Tītī Island and the Chetwode Islands with the power to advise the Minister of Conservation on certain matters relating to the islands, and provides for the customary use of tītī by members of Ngāti Kuia and Rangitāne o Wairau.

Subpart 13—Recognition of historical association with Endeavour Inlet

Subpart 13 (clause 134) contains the Crown's recognition of the historical association of Rangitāne o Wairau with Endeavour Inlet.

Subpart 14—River and freshwater advisory committee

Subpart 14 (clauses 135 to 141) establishes an iwi advisory committee to provide advice on the management of rivers and fresh water within the regions of certain councils. Members may be appointed to the committee by the trustees of the settlement trusts of the 8 iwi under the Bill.

Subpart 15—Wairau boulder bank conservation management plan

Subpart 15 (clause 142) provides for the preparation of a conservation management plan for the historic reserve being created over the Wairau Boulder Bank. Certain decisions about the plan must be made jointly by the Nelson/Marlborough Conservation Board and the trustees of the Rangitāne o Wairau Settlement Trust.

Part 3 **Commercial redress**

Part 3 provides for commercial redress.

Subpart 1—Transfer of commercial redress properties, deferred selection properties, and Woodbourne land

Subpart 1 (clauses 143 to 148) contains provisions relating to the transfer of commercial redress properties, deferred selection properties, and the Woodbourne land, and provides for the creation of computer freehold registers for the properties and other related matters.

Subpart 2—Unlicensed land

Subpart 2 (clauses 149 to 152) provide for the transfer of the unlicensed land and the status of the unlicensed land and its associated assets, and the rights of the land's lessee, if the land is transferred.

Subpart 3—Right of access to protected sites

Subpart 3 (clauses 153 to 157) provides a right of access to certain protected sites on the unlicensed land to Māori for whom the sites are of special cultural, spiritual, or historical significance.

Subpart 4—Right of first refusal in relation to RFR land

Subpart 4 (clauses 158 to 189) provides the trustees of each of the 3 settlement trusts in Parts 1 to 3 (and, in some cases, the trustees of the other 5 settlement trusts under the Bill) with a right of first refusal in relation to certain RFR land. The owner of RFR land must not dispose of the land to a person other than the relevant trustees (without offering it to the trustees on the same or better terms) unless a specified exception applies. The right of first refusal lasts for different periods depending on the type of RFR land.

Schedules

There are 6 schedules that—

- identify individuals referred to in the definition of **ancestor of Ngāti Kuia** (*Schedule 1*);
- identify the primary ancestors of Rangitāne o Wairau for the purposes of the definition of **ancestor of Rangitāne o Wairau** (*Schedule 2*);
- describe the statutory areas to which the statutory acknowledgement relates (*Schedule 3*);

- describe the overlay sites (to which the overlay classification applies) (*Schedule 4*):
 - describe the 24 cultural redress properties (*Schedule 5*):
 - set out provisions that apply to notices given in relation to RFR land (*Schedule 6*).
-

Hon Christopher Finlayson

**Te Tau Ihu Claims Settlement
Bill—Parts 1 to 3**

Government Bill

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The Parliament of New Zealand enacts as follows:

1 Title

This Act is the Te Tau Ihu Claims Settlement Act **2010**.

2 Commencement

- (1) This Act comes into force on a date appointed by the Governor-General by Order in Council made on the advice of the Minister for Treaty of Waitangi Negotiations, and 1 or more Orders in Council may be made appointing different dates for—
- (a) **section [122] of Parts 7 to 9;** and
 - (b) the rest of this Act.
- (2) However, if any provision of this Act has not come into force by the day that is 12 months after the date on which this Act receives the Royal assent, then the provision comes into force on that day.

Parts 1 to 3
Ngāti Apa ki te Rā Tō, Ngāti Kuia, and
Rangitāne o Wairau Claims Settlement
Bill

Part 1
Preliminary matters and settlement of
historical claims

Subpart 1—Purpose of Act, historical
accounts, acknowledgements, and apologies

3 Purpose

The purpose of **Parts 1 to 3** is to give effect to certain provisions of the deeds of settlement, which are deeds that settle the historical claims of Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau.

4 Act binds the Crown

The portion of this Act comprising Parts 1 to 3 binds the Crown.

5 Outline

- (1) This section is a guide to the overall scheme and effect of **Parts 1 to 3**, but does not affect the interpretation or application of the other provisions of **Parts 1 to 3** or the deeds of settlement.
- (2) This Part—
 - (a) sets out the purpose of **the portion of this Act comprising Parts 1 to 3** and specifies that it binds the Crown; and
 - (b) summarises the historical accounts from the deeds of settlement and records the acknowledgements and the apology given by the Crown in the deeds; and
 - (c) defines terms used in **Parts 1 to 3**, including key terms such as Ngāti Apa ki te Rā Tō, Ngāti Kuia, Rangitāne o Wairau, and historical claims; and
 - (d) provides that the settlement of the historical claims is final; and

- (e) provides for—
 - (i) the effect of the settlement on the jurisdiction of a court, tribunal, or other judicial body in respect of the historical claims; and
 - (ii) consequential amendments to the Treaty of Waitangi Act 1975; and
 - (iii) the effect of the settlement on certain memorials; and
 - (iv) the exclusion of the law against perpetuities and access to the deeds of settlement.
- (3) **Part 2** provides for cultural redress, including—
 - (a) the issuing of protocols to the trustees of the settlement trusts by the Minister of Conservation, the Minister of Fisheries and Aquaculture, the Minister of Energy and Resources, and the Minister for Arts, Culture and Heritage; and
 - (b) a statutory acknowledgement by the Crown of the statements made by the settlement iwi of their cultural, spiritual, historical, and traditional associations with certain statutory areas; and
 - (c) provision for deeds of recognition issued by the Crown to the trustees of the settlement trusts; and
 - (d) the application of an overlay classification to certain overlay sites by the Crown's acknowledgement of the values of the settlement iwi in relation to the relevant sites; and
 - (e) the vesting of cultural redress properties in the trustees of each settlement trust, in some cases jointly with each other or with the trustees of trusts for iwi under related settlements; and
 - (f) the vesting of the alpine tarns in the trustees of the Ngāti Apa ki te Rā Tō Trust, before the tarns are vested back in the Crown as a gift from the trustees; and
 - (g) the vesting of Te Tai Tapu in the trustees of the Ngāti Apa ki te Rā Tō Trust (jointly with the trustees of trusts for iwi under a related settlement), before the site is vested back in the Crown as a gift from the trustees; and

- (h) the alteration and assignment of geographic names for certain geographic features; and
 - (i) the Crown's acknowledgement of the association of Ngāti Apa ki te Rā Tō with eels in the part of the Nelson Lakes National Park within the Ngāti Apa conservation protocol area, and provision for customary use of the eels; and
 - (j) the Crown's acknowledgement of the association of Ngāti Kuia and Rangitāne o Wairau with pakohe, provision for iwi members to remove pakohe from certain river beds by hand, and a requirement for the Director-General to consult in relation to pakohe; and
 - (k) provision for members of the settlement iwi to remove natural material from certain river beds by hand; and
 - (l) the appointment of the trustees of the Te Runanga o Ngāti Kuia Trust as statutory kaitiaki of Tītī Island and the Chetwode Islands, and provision for the customary use of tītī by members of Ngāti Kuia and Rangitāne o Wairau; and
 - (m) the Crown's recognition of the historical association of Rangitāne o Wairau with Endeavour Inlet; and
 - (n) the establishment of an iwi advisory committee to provide advice on the management of rivers and fresh water within the regions of certain councils, with members appointed by the trustees of the settlement trusts, the related settlement trusts, and the [Ngāti Toa Rangatira] Trust; and
 - (o) the preparation of a conservation management plan for the historic reserve being created over the Wairau Boulder Bank, with certain decisions about the plan being made jointly by the Nelson/Marlborough Conservation Board and the trustees of the Rangitāne o Wairau Settlement Trust.
- (4) **Part 3** provides for commercial redress, including—
- (a) the transfer of commercial redress properties, deferred selection properties, and any Woodbourne land to the trustees of each settlement trust to give effect to the deeds of settlement; and
 - (b) the transfer of the unlicensed land; and

- (c) provision for a right of access to certain protected sites on the unlicensed land; and
 - (d) a right of first refusal in relation to RFR land that may be exercised by the trustees of the settlement trusts (and, in some cases, the trustees of the related settlement trusts and the [Ngāti Toa Rangatira] Trust).
- (5) There are 6 schedules that—
- (a) identify the individuals referred to in the definition of **ancestor of Ngāti Kuia**:
 - (b) identify the primary ancestors of Rangitāne o Wairau for the purposes of the definition of **ancestor of Rangitāne o Wairau**:
 - (c) describe the statutory areas to which the statutory acknowledgement relates:
 - (d) describe the overlay sites (to which the overlay classification applies):
 - (e) describe the cultural redress properties:
 - (f) set out provisions that apply to notices given in relation to RFR land.

6 Historical accounts and the Crown’s acknowledgements and apologies

- (1) **Section 7** summarises the historical account from the deed of settlement for Ngāti Apa ki te Rā Tō, which provides a background to the deed of settlement.
- (2) **Sections 8 and 9** record the acknowledgements and the apology given by the Crown to Ngāti Apa ki te Rā Tō in the deed of settlement for Ngāti Apa ki te Rā Tō.
- (3) **Section 10** summarises the historical account from the deed of settlement for Ngāti Kuia, which provides a background to the deed of settlement.
- (4) **Sections 11 and 12** record the acknowledgements and the apology given by the Crown to Ngāti Kuia in the deed of settlement for Ngāti Kuia.
- (5) **Section 13** summarises the historical account from the deed of settlement for Rangitāne o Wairau, which provides a background to the deed of settlement.

- (6) **Sections 14 and 15** record the acknowledgements and the apology given by the Crown to Rangitāne o Wairau in the deed of settlement for Rangitāne o Wairau.

*Historical account, acknowledgements, and
apology for Ngāti Apa ki te Rā Tō*

- 7 **Summary of historical account for Ngāti Apa ki te Rā Tō**
The historical account set out in the deed of settlement for Ngāti Apa ki te Rā Tō (**Ngāti Apa**) is summarised as follows:
- (1) Ngāti Apa have resided in the northern South Island for many generations. At 1820 Ngāti Apa occupied and used resources in the outer Marlborough Sounds at Anamahanga (Port Gore), Waimea, Whakatu (Nelson) Te Tai Aorere (Golden Bay), Te Tai Tapu (Tasman Bay, Whanganui and the northern West Coast) and down to the Kawatiri region. In the 1820s and 1830s iwi from the North Island invaded and settled in the northern South Island. Although Ngāti Apa no longer had exclusive possession of all their territory they retained their tribal structures, chiefly lines and ancestral connections to the land. There was also opportunity for the recovery of status and the revival of rights as British rule began to take effect after 1840.
- (2) In 1839 the New Zealand Company signed deeds with Māori that purported to purchase the entire northern South Island. Ngāti Apa were not consulted by the Company. The validity of the Company's purchases were investigated in 1844 by a Crown-appointed Commissioner. The Commissioner found that the Company had made a limited purchase of land in the northern South Island and recommended a grant of 151 000 acres. The Crown failed to investigate the rights of Ngāti Apa before granting land to the Company. The Company also made an additional payment to Te Tau Ihu Māori in 1844. Ngāti Apa did not directly receive a share of this payment for their interests or a share in the Nelson Tenths reserves that were set aside from the land granted to the Company.
- (3) Between 1847 and 1856 the Crown sought to purchase most of the remaining Māori land in the northern South Island. Despite the Crown being aware that Ngāti Apa claimed rights in some

of the areas that were being purchased, Ngāti Apa were not included in any of the transactions. Consequently Ngāti Apa, in contrast to all the other northern South Island iwi, received no payment for the alienation of their land, and no reserves were set aside for them.

- (4) Ngāti Apa received some recognition in the 1860 Arahura (West Coast) purchase. The Ngāti Apa rangatira Pūaha Te Rangi was a signatory to the deed. Ngāti Apa received a small share of the purchase price and several occupation reserves were set aside for them. The reserves were insufficient for the present and future needs of the iwi. In the first half of the twentieth century Ngāti Apa obtained a beneficial share in several endowment reserves on the West Coast. For various reasons, including inefficient Māori and Public Trustee administration, Ngāti Apa did not obtain significant economic benefit from these reserves. During the twentieth century Ngāti Apa occupation and endowment reserves were reduced through public works and scenery preservation takings and sales by their owners.
- (5) In 1977 the remaining reserves on the West Coast were transferred to the Mawhera Incorporation. This included the Westport town sections in which Ngāti Apa held a nine-tenths interest. The 1973 Commission of Inquiry into Māori Reserved Lands had earlier put forward two options for the future management of the Westport sections – if the owners desired, the lands might be included in an incorporation, together with other West Coast reserves; or two owner representatives might work with the Māori Trustee to determine the future administration of the sections. The Crown did not consult separately with the Ngāti Apa owners and did not offer them the option of working with the Māori Trustee. Following the transfer of the Westport and other Ngāti Apa reserves to Mawhera the Ngāti Apa owners became shareholders in the Incorporation but no longer controlled the land and could not utilise it for tribal or community purposes.
- (6) In 1883 and 1892 the Native Land Court investigated the ownership of land that had been excluded from Crown purchases and the Nelson Tenths reserves. Ngāti Apa made several claims before the Court. In the Te Tai Tapu and Nelson Tenths

ownership investigations the Court deemed that Ngāti Apa did not have rights and they were excluded from ownership. In 1889 the Court granted Ngāti Apa two small reserves at Anamahanga (Port Gore). When the larger of the reserves was sold in 1929 the remaining reserve of 5 acres was the only land remaining in Ngāti Apa ownership outside the West Coast.

- (7) By the late nineteenth century, Ngāti Apa were landless. The Crown attempted to alleviate their position through the provision of ‘Landless Natives Reserves’. Hoani Mahuika of Ngāti Apa petitioned the Crown to provide additional land in the Kawatiri region. Ngāti Apa individuals were allocated land at Whakapoai on the West Coast but the Crown never granted them title to the land. Ultimately the reserves scheme did nothing to alleviate the landless position of Ngāti Apa in the northern South Island.

8 Text of acknowledgements for Ngāti Apa ki te Rā Tō

The text of the acknowledgements set out in the deed of settlement for Ngāti Apa ki te Rā Tō (**Ngāti Apa**) is as follows:

- (1) The Crown acknowledges that it has failed to deal with the long-standing grievances of Ngāti Apa in an appropriate way and that recognition of these grievances is long overdue. The Crown further acknowledges that at relevant times it has failed to carry out an adequate inquiry into the nature and extent of Ngāti Apa customary rights and interests. This meant that the Crown failed to recognise or protect Ngāti Apa rights and interests to their full extent, which resulted in prejudice to the iwi. This was a breach of the Treaty of Waitangi and its principles.
- (2) The Crown acknowledges that it failed to adequately investigate the customary rights of Ngāti Apa before granting land to the New Zealand Company. As a result the Crown did not consult, negotiate with, and compensate Ngāti Apa for their rights in those lands. The Crown failed to actively protect the interests of Ngāti Apa and this was a breach of the Treaty of Waitangi and its principles.
- (3) The Crown failed to adequately protect the interests of Ngāti Apa when it arranged the completion of the New Zealand

Company's Nelson purchase and did not establish a process in a timely manner that ensured Ngāti Apa received consideration, including a share in the tenths, for this purchase. This was a breach of the Treaty of Waitangi and its principles.

- (4) The Crown acknowledges that its failure to adequately investigate the rights of Ngāti Apa at the time of the Spain Commission and protect the interests of Ngāti Apa when completing the Company's Nelson purchase had an ongoing effect on Ngāti Apa. From this point, the ability of Ngāti Apa to represent and protect their interests, including at pivotal Native Land Court cases in 1883 and 1892, and to maintain their connections to the whenua, was significantly impacted. The Crown acknowledges that this negative impact has continued down to the present day.
- (5) The Crown acknowledges that it failed to investigate and recognise Ngāti Apa customary rights or deal with the iwi when it embarked on a series of purchases in Te Tau Ihu between 1847 and 1856. Ngāti Apa were afforded minimal recognition in the 1860 Arahura purchase. The Crown acknowledges that—
 - (a) Ngāti Apa received no payment for the alienation of their land in Crown purchases carried out between 1847–1856; and
 - (b) it did not acquire the Ngāti Apa interests in land it later treated as purchased; and
 - (c) no reserves were set aside for Ngāti Apa from the Crown's Waipounamu purchase; and
 - (d) the occupation reserves set aside for Ngāti Apa in connection with the Crown's Arahura purchase were insufficient for the present and future needs of Ngāti Apa and that over time these reserves were subject to further alienation.

The Crown acknowledges that these failures were in breach of the Treaty of Waitangi and its principles.

- (6) The Crown acknowledges that in purchasing almost the entire Te Tau Ihu region, Ngāti Apa were the only iwi in Te Tau Ihu the Crown did not sign a purchase deed with or provide with reserves.

- (7) The Crown acknowledges that Ngāti Apa received little economic return from the endowment reserves granted to them on the West Coast.
- (8) The Crown acknowledges that it failed to adequately consult the Ngāti Apa owners of West Coast reserves between Kahurangi Point and Westport about the future management of those lands. This included failing to present the Westport town section owners with the full range of options recommended by the 1973 Commission of Inquiry into Maori Reserved Land. All Ngāti Apa's remaining West Coast reserves were subsequently vested in the Greymouth-based Mawhera Incorporation. Ngāti Apa owners became shareholders in the Incorporation, but lost control of their lands. This gave rise to a grievance which is still keenly felt by Ngāti Apa today.
- (9) The Crown acknowledges that members of Ngāti Apa were never issued title to land allocated to them at Whakapoai under the "landless natives" scheme. The Crown's failure to effectively implement the scheme meant that it did nothing to alleviate the landless position of Ngāti Apa in Te Tau Ihu. This failure was a breach of the Treaty of Waitangi and its principles.
- (10) The Crown acknowledges that its actions have impacted on the ability of Ngāti Apa to access many of their traditional resources, including the rivers, lakes, forests, and wetlands. The Crown also acknowledges that Ngāti Apa have lost control of many of their significant sites, including wahi tapu, and that this has had an ongoing impact on their physical and spiritual relationship with the land.
- (11) The Crown acknowledges that by 1900 Ngāti Apa were a landless iwi. The Crown failed to ensure that Ngāti Apa were left with sufficient land for their present and future needs and this failure was a breach of the Treaty of Waitangi and its principles.

9 Text of apology for Ngāti Apa ki te Rā Tō

The text of the apology set out in the deed of settlement for Ngāti Apa ki te Rā Tō (**Ngāti Apa**) is as follows:

- (1) The Crown makes the following apology to Ngāti Apa, and to their ancestors and descendents.
- (2) The Crown is deeply sorry that it has not always fulfilled its obligations to Ngāti Apa under the Treaty of Waitangi and unreservedly apologises to Ngāti Apa for the breaches of the Treaty of Waitangi and its principles acknowledged above.
- (3) The Crown profoundly regrets its failure since 1840 to appropriately acknowledge the mana and rangatiratanga of Ngāti Apa. The Crown's failure to recognise Ngāti Apa in any land purchases in Te Tau Ihu quickly left Ngāti Apa landless and almost wrote the iwi out of the history of Te Tau Ihu. The Crown is deeply sorry that its failure to recognise and protect the interests of Ngāti Apa has had a devastating impact on the social and economic well-being and development of Ngāti Apa.
- (4) The Crown regrets and apologises for the cumulative effect of its actions and omissions, which have had a damaging impact on the social and traditional tribal structures of Ngāti Apa, their autonomy and ability to exercise customary rights and responsibilities, and their access to customary resources and sites of significance.
- (5) Through this apology the Crown seeks to atone for these wrongs, restore its honour, and begin the process of healing. The Crown looks forward to building a new relationship with Ngāti Apa that is based on mutual trust, co-operation, and respect for the Treaty of Waitangi and its principles.

*Historical account, acknowledgements, and
apology for Ngāti Kuia*

10 Summary of historical account for Ngāti Kuia

The historical account set out in the deed of settlement for Ngāti Kuia is summarised as follows:

- (1) Ngāti Kuia have resided in Te Tau Ihu o Te Waka a Maui (the northern South Island or the prow of the waka of Maui) for generations. By 1820 Ngāti Kuia were established primarily in the Kaituna, Te Hora, Te Hoiere (the Pelorus area), Rangitoto (D'Urville Island), Whangarae, Whakapuaka, and Whakatū (Nelson) districts. In the 1820s and 1830s iwi from the North Island invaded and settled in Te Tau Ihu. Although Ngāti Kuia

no longer had exclusive possession of all their territory they retained their tribal structures, chiefly lines, and ancestral connections to the land. There was also opportunity for the recovery of status and the revival of rights as British rule began to take effect after 1840.

- (2) In 1839 the New Zealand Company signed deeds with Māori that purported to purchase the entire northern South Island. Ngāti Kuia were not consulted by the Company. The validity of the Company's purchases were investigated in 1844 by a Crown-appointed Commissioner. The Commissioner deemed that the Company had made a limited purchase of land in Te Tau Ihu and recommended a grant of 151 000 acres. However, the Crown failed to investigate the rights of Ngāti Kuia before granting land to the Company. The Company also made an additional payment to Te Tau Ihu Māori in 1844. Ngāti Kuia did not directly receive a share of this payment for their interests or a share in the Nelson Tenths reserves that were set aside from the land granted to the Company.
- (3) Between 1847 and 1856 the Crown sought to purchase most of the remaining Māori land in Te Tau Ihu. In 1853 the Crown signed with other iwi the Te Waipounamu deed that purported to purchase all remaining Māori land in the region. Ngāti Kuia were not present at negotiations or signatories to the deed. Under the deed a share of the purchase money was to be distributed among resident Te Tau Ihu Māori. In 1854 Ngāti Kuia at Te Hoiere disputed the idea the Waipounamu deed had acquired their interests in the land and demanded a fair payment directly from the Government. The Crown did not meet with resident Māori to finalise the Te Waipounamu purchase until 1856. The Crown used the 1853 deed to pressure resident Māori, including Ngāti Kuia, to agree to the alienation of their land. In 1856 Ngāti Kuia signed a deed with the Crown and were paid £100 for their interests in Te Tau Ihu and granted reserves in the Te Hoiere district.
- (4) The 790 acres of reserves provided to Ngāti Kuia were insufficient for the iwi to either maintain their customary practices of resource use or develop effectively in the new economy. As a result Ngāti Kuia became economically marginalised. In 1889 the Native Land Court determined ownership of the reserves

granted to Ngāti Kuia. Title to the land was given to individual Ngāti Kuia rather than to iwi or hapū collectives. Over time the reserves became increasingly fragmented and uneconomic as individuals sold their shares and as titles became crowded through succession. By the end of the twentieth century Ngāti Kuia retained less than 230 acres of their reserves.

- (5) In 1883 and 1892 the Native Land Court investigated the ownership of land that had been excluded from Crown purchases and the Nelson Tenths reserves. Ngāti Kuia made several claims before the Court. In the Te Tai Tapu and Nelson Tenths ownership investigations the Court deemed that Ngāti Kuia did not have rights and they were excluded from ownership. Ngāti Kuia protested unsuccessfully against the Court's Nelson Tenths decision.
- (6) Ngāti Kuia also made claims to islands in Te Hoiere Sound they considered had not been sold. These included the Tītī Islands, which were an important mahinga kai (harvesting area) for Ngāti Kuia. From 1918 Ngāti Kuia, under an agreement with the Crown, were able to harvest tītī (muttonbirds) and other resources from the islands. From 1960 the Crown denied Ngāti Kuia permission to land on the islands owing to declining numbers of tītī. Ngāti Kuia expressed strong opposition to this decision.
- (7) By the late nineteenth century, Ngāti Kuia were landless. Ngāti Kuia submitted a petition to the Government requesting additional land to live on and described themselves as “the poorest tribe under the Heavens”. The Crown attempted to alleviate their position through the provision of “Landless Natives Reserves”. The reserves, however, were in isolated locations, of poor quality, and generally unable to be developed for effective economic use. Ngāti Kuia were also allocated land on Stewart Island but the Crown never granted them title to the land. Ultimately the reserves granted did little to alleviate the landless position of Ngāti Kuia in Te Tau Ihu.

11 Text of acknowledgements for Ngāti Kuia

The text of the acknowledgements set out in the deed of settlement for Ngāti Kuia is as follows:

- (1) The Crown acknowledges that it has failed to deal with the long-standing grievances of Ngāti Kuia in an appropriate way and that recognition of these grievances is long overdue. The Crown further acknowledges that at relevant times it has failed to carry out an adequate inquiry into the nature and extent of Ngāti Kuia customary rights and interests across Te Tau Ihu. This meant that the Crown failed to recognise or protect Ngāti Kuia rights and interests to their full extent, which resulted in prejudice to the iwi. This was a breach of the Treaty of Waitangi and its principles.
- (2) The Crown acknowledges that it failed to adequately investigate the customary rights of Ngāti Kuia before granting land to the New Zealand Company. As a result the Crown did not consult, negotiate with, and compensate Ngāti Kuia for their rights in those lands. Consequently the Crown failed to actively protect the interests of Ngāti Kuia and this was a breach of the Treaty of Waitangi and its principles.
- (3) The Crown failed to adequately protect the interests of Ngāti Kuia when it arranged the completion of the New Zealand Company's Nelson purchase and did not establish a process in a timely manner that ensured Ngāti Kuia received the full consideration, including a share in the tenths, for this purchase. This was a breach of the Treaty of Waitangi and its principles.
- (4) The Crown acknowledges that its failure to adequately investigate the rights of Ngāti Kuia and include the iwi at the time of the Spain Commission and protect the interests of Ngāti Kuia when completing the New Zealand Company's Nelson purchase had an ongoing effect on Ngāti Kuia. From this point, the ability of Ngāti Kuia to represent and protect their interests, including at pivotal Native Land Court cases in 1883 and 1892, and to maintain their connections to the whenua, was significantly affected. The Crown acknowledges that this negative impact has continued down to the present day.
- (5) The Crown acknowledges that it failed to recognise the full nature and extent of Ngāti Kuia customary rights when it embarked on a series of purchases from 1847:
 - (a) it did not consult or negotiate with Ngāti Kuia prior to signing the 1853 Te Waipounamu deed; and

- (b) Ngāti Kuia were heavily pressured by the Crown into accepting the Te Waipounamu purchase and alienating their interests in Te Tau Ihu for a small price; and
- (c) the reserves set aside for Ngāti Kuia from the Waipounamu purchase were insufficient for the immediate and future needs of Ngāti Kuia.

The Crown acknowledges that these failures were in breach of the Treaty of Waitangi and its principles.

- (6) The Crown acknowledges that for Ngāti Kuia the 1856 deed of sale with the Crown represented more than a transfer of land. The Crown further acknowledges that the collateral benefits Ngāti Kuia expected in entering into the Te Waipounamu sale agreement with the Crown were not always realised.
- (7) The Crown acknowledges that during the late nineteenth century Ngāti Kuia made several claims to the Crown for islands and land areas they did not believe had been sold in the Waipounamu transaction. This included the Tītī Islands, which were an important mahinga kai source for Ngāti Kuia. The Crown's 1933 agreement with Ngāti Kuia over harvesting from the Tītī Islands enabled the iwi to exercise a kaitiaki role over their use of the resource. The Crown acknowledges its decision in the mid-twentieth century to withhold permission for Ngāti Kuia to harvest tītī from these islands has been an ongoing source of frustration for the iwi.
- (8) The Crown acknowledges that the operation and impact of the native land laws on the reserves granted to Ngāti Kuia, in particular the awarding of land to individual Ngāti Kuia rather than to the iwi or its hapū, made those lands more susceptible to partition, fragmentation, and alienation. This further contributed to the erosion of the traditional tribal structures of Ngāti Kuia. The Crown failed to take adequate steps to protect those structures and this was a breach of the Treaty of Waitangi and its principles.
- (9) The Crown acknowledges that under the “landless natives” scheme—
 - (a) the land allocated to members of Ngāti Kuia was mostly of poor quality, in remote locations, of little economic utility and therefore inadequate; and

- (b) members of Ngāti Kuia were never issued title to land allocated to them on Stewart Island; and
- (c) it failed to issue title to the Ngāti Kuia owners of the Te Māpou and Te Raetihi reserves until 1968; and
- (d) the provision of land to Ngāti Kuia did little to relieve their landless position in Te Tau Ihu.

The Crown acknowledges that it failed to effectively implement the scheme designed to alleviate the landless position of Ngāti Kuia in Te Tau Ihu. This failure was a breach of the Treaty of Waitangi and its principles.

- (10) The Crown acknowledges that its actions have impacted on the ability of Ngāti Kuia to access many of their traditional resources, including the rivers, lakes, forests, and wetlands. The Crown also acknowledges that Ngāti Kuia has lost control of many of their significant sites, including wahi tapu, and that this has had an ongoing impact on their physical and spiritual relationship with the land.
- (11) The Crown acknowledges that by 1900 Ngāti Kuia were landless. The Crown failed to ensure that Ngāti Kuia were left with sufficient land for their immediate and future needs and this failure was a breach of the Treaty of Waitangi and its principles.

12 Text of apology for Ngāti Kuia

The text of the apology set out in the deed of settlement for Ngāti Kuia is as follows:

- (1) The Crown recognises the efforts and struggles of the ancestors of Ngāti Kuia over several generations in pursuit of their grievances against the Crown and makes this apology to Ngāti Kuia, to their ancestors and descendents.
- (2) The Crown is deeply sorry that it has not always fulfilled its obligations to Ngāti Kuia under the Treaty of Waitangi.
- (3) The Crown profoundly regrets its long-standing failure to appropriately acknowledge the mana and rangatiratanga of Ngāti Kuia. The Crown is deeply sorry that its failure to protect the interests of Ngāti Kuia when purchasing their land in Te Tau Ihu rapidly left Ngāti Kuia landless. Its failure to provide

- Ngāti Kuia with sufficient reserves in Te Tau Ihu marginalised them from the benefits of economic development in the region.
- (4) The Crown regrets and apologises for the cumulative effect of its actions and omissions, which have had a damaging impact on the social and traditional tribal structures of Ngāti Kuia, their autonomy and ability to exercise customary rights and responsibilities, and their access to customary resources and significant sites.
 - (5) The Crown unreservedly apologises to Ngāti Kuia for the breaches of the Treaty of Waitangi and its principles. Through this apology the Crown seeks to atone for these wrongs, restore its honour, and begin the process of healing. The Crown looks forward to building a new relationship with Ngāti Kuia that is based on mutual trust, co-operation, and respect for the Treaty of Waitangi and its principles.

*Historical account, acknowledgements, and
apology for Rangitāne o Wairau*

- 13 Summary of historical account for Rangitāne o Wairau**
The historical account set out in the deed of settlement for Rangitāne o Wairau (**Rangitāne**) is summarised as follows:
- (1) Rangitāne have resided in the northern South Island for many generations. Rangitāne occupied and used resources within a territory stretching from the Waiau-toa (Clarence) River in the south to the Wairau (Marlborough), including the Nelson Lakes, and north to Kaituna and the Marlborough Sounds and west into the Whakatu (Nelson) area. In the 1820s and 1830s iwi from the North Island invaded and settled in the northern South Island. Although Rangitāne no longer had exclusive possession of all their territory they retained their tribal structures, chiefly lines and ancestral connections to the land. There was also opportunity for the recovery of status and the revival of rights after 1840 as British rule began to take effect. In 1840 their rangatira Ihaia Kaikoura signed the Treaty of Waitangi at Horahora Kākahu Island in Port Underwood.
 - (2) In 1839 the New Zealand Company signed deeds with Māori that purported to purchase the entire northern South Island. Rangitāne were not consulted. The validity of the Company's

purchases were investigated in 1844 by a Crown-appointed Commissioner. The Commissioner found that the Company had made a limited purchase of land in the northern South Island. However the Crown failed to investigate the rights of Rangitāne before granting land to the Company. Rangitāne did not receive any payment for their interests or a share in the Nelson Tenths reserves that were set aside from the land granted to the Company.

- (3) Between 1847 and 1856 the Crown sought to purchase the remaining Māori land in Te Tau Ihu. In 1847 the Crown purchased the Wairau district from three North Island chiefs. The Crown did not identify other right-holders in the region and the rights of Rangitāne were ignored. In 1853 the Crown signed the Te Waipounamu deed with other iwi that purported to purchase all remaining Māori land in the region. Rangitāne were not present at negotiations or signatories to the deed. Under the deed a share of the purchase money was to be distributed among resident Te Tau Ihu Māori, including Rangitāne. The Crown did not meet with resident Māori to finalise the Te Waipounamu purchase until 1856. The Crown used the 1853 deed to pressure resident Māori, including Rangitāne, to agree to the alienation of their land. Rangitāne were paid £100 for their interests in Te Tau Ihu and granted reserves in the Wairau district.
- (4) Despite considering that an appropriate reserve in the Wairau comprised a block of around 13,400 acres, the reserves finally established by the Crown were wholly inadequate. The two reserves established – the Pukatea and Wairau – were shared between three iwi and were insufficient for Rangitāne to either maintain their customary practices of resource use or developed effectively in the new economy. As a result Rangitāne became economically marginalised. In 1889 the reserves granted to Rangitāne and other iwi were investigated by the Native Land Court. Title to the land was given to individual Rangitāne rather than to iwi or hapū collectives. Over time the reserves became increasingly fragmented and uneconomic as individuals sold their shares and as titles became crowded through succession.

- (5) In 1883 and 1892 the Native Land Court investigated the ownership of land that had been excluded from Crown purchases and the Nelson Tenths reserves. Rangitāne made several claims before the Court. In the Te Tai Tapu and Nelson Tenths ownership investigations the Court deemed that Rangitāne did not have rights and they were excluded from ownership. Rangitāne also made several claims for land they did not think had been included in the 1856 transaction but these claims were dismissed by the Court.
- (6) The Pukatea reserve was mainly leased by the Crown. Because of its isolation and poor quality it provided only a small return to its owners. Most of Rangitāne's reserved land at Pukatea was purchased by the Crown in the 1950s in order to create a recreation and scenic reserve.
- (7) The Wairau reserve was subject to frequent flooding and from the 1930s was included in a land development scheme. The scheme was ineffective at preventing flooding and the reserve became encumbered with debt. The Wairau reserve was eventually released from the scheme between 1955 and 1970. The reserve was still subject to serious flooding at least until 1960.
- (8) By 1900, Rangitāne were landless. The Crown attempted to alleviate their position through the provision of 'Landless Natives Reserves'. The reserves, however, were in isolated locations, of poor quality and generally unable to be developed for effective economic use. Rangitāne were also allocated land on Stewart Island but the Crown never granted them title to the land. Ultimately the reserves did little to alleviate the landless position of Rangitāne in the northern South Island.

14 Text of acknowledgements for Rangitāne o Wairau

The text of the acknowledgements set out in the deed of settlement for Rangitāne o Wairau (**Rangitāne**) is as follows:

- (1) The Crown acknowledges that it has failed to deal with the long-standing grievances of Rangitāne in an appropriate way and that recognition of these grievances is long overdue. The Crown further acknowledges that at relevant times it has failed to carry out an adequate inquiry into the nature and extent of Rangitāne customary rights and interests. This meant that the Crown failed to recognise or protect Rangitāne rights and

interests to their full extent, and resulted in prejudice to the iwi. This was a breach of the Treaty of Waitangi and its principles.

- (2) The Crown acknowledges that—
- (a) the rapid shift of Commissioner Spain’s hearing from investigation to arbitration denied Rangitāne an opportunity to present evidence on the New Zealand Company’s claims; and
 - (b) Rangitāne were not involved in the arbitration between Te Tau Ihu Māori and the New Zealand Company, did not directly receive any of the Company’s compensation payment, and did not sign any of the deeds of release before the Crown granted the Company 151 000 acres.

The Crown’s failure to investigate the customary rights of Rangitāne before granting land to the New Zealand Company meant that it failed to actively protect the interests of Rangitāne in those lands and was a breach of the Treaty of Waitangi and its principles.

- (3) The Crown failed to protect the interests of Rangitāne when it arranged the completion of the New Zealand Company’s Nelson purchase and did not establish a process in a timely manner that ensured Rangitāne received the full consideration, including a share in the tenths, for this purchase. This was a breach of the Treaty of Waitangi and its principles.
- (4) The Crown acknowledges that its failure to investigate the rights of Rangitāne at the time of the Spain Commission and protect the interests of Rangitāne when completing the Company’s Nelson purchase had an ongoing effect on Rangitāne. From this point, the ability of Rangitāne to represent and protect their interests, including at pivotal Native Land Court cases in 1883 and 1892, and to maintain their connections to the whenua, was significantly impacted. The Crown acknowledges that this negative impact has continued down to the present day.
- (5) The Crown acknowledges that it failed to recognise the full nature and extent of Rangitāne customary rights when it embarked on a series of purchases from 1847:

- (a) it failed to deal with Rangitāne in its negotiation of the 1847 Wairau deed; and
- (b) it did not negotiate with Rangitāne prior to signing the 1853 Te Waipounamu deed; and
- (c) Rangitāne were heavily pressured into accepting the Te Waipounamu purchase and alienating their interests in Te Tau Ihu for a small price; and
- (d) Rangitāne rights and interests in lands south of Parinui-o-Whiti were not acquired by the Crown in the Te Waipounamu purchase, and Rangitāne were not consulted when these lands were later purchased from other iwi; and
- (e) the reserves set aside for Rangitāne from the Waipounamu purchase were wholly inadequate for the present and future needs of Rangitāne.

The Crown acknowledges that these failures were in breach of the Treaty of Waitangi and its principles.

- (6) The Crown acknowledges that the collateral benefits Rangitāne expected in entering into the Te Waipounamu sale agreement with the Crown were not always realised.
- (7) The Crown acknowledges that the operation and impact of the native land laws on the reserves granted to Rangitāne, in particular the awarding of land to individual Rangitāne rather than to iwi or hapū, made those lands more susceptible to partition, fragmentation, and alienation. This further contributed to the erosion of the traditional tribal structures of Rangitāne. The Crown failed to take adequate steps to protect those structures and this was a breach of the Treaty of Waitangi and its principles.
- (8) The Crown acknowledges that the flood-prone nature of the Wairau reserve limited its usefulness. The Crown further acknowledges that the development scheme which operated on the reserve during the mid-twentieth century was largely ineffective in alleviating the flooding problem and meant Rangitāne lost effective control of their land for a period.
- (9) The Crown acknowledges that owing to its isolation and poor quality the Pukatea reserve provided little economic return to the Rangitāne owners. The Crown further acknowledges that considerable public pressure contributed to the decision

of Rangitāne to sell their share in Pukatea 3 to the Crown in 1955 and that Rangitāne received little benefit from this transaction.

- (10) The Crown acknowledges that—
- (a) the land allocated to members of Rangitāne under the “landless natives” scheme was mostly of poor quality, in remote locations, of little economic utility, and therefore inadequate; and
 - (b) members of Rangitāne were never issued title to land allocated to them on Stewart Island; and
 - (c) the provision of land to Rangitāne did little to relieve their landless position in Te Tau Ihu.

The Crown acknowledges that it failed to effectively implement the scheme designed to alleviate the landless position of Rangitāne in Te Tau Ihu. This failure was a breach of the Treaty of Waitangi and its principles.

- (11) The Crown acknowledges that by 1900 Rangitāne were landless. The Crown failed to ensure that Rangitāne were left with sufficient land for their present and future needs and this failure was a breach of the Treaty of Waitangi and its principles.

15 Text of apology for Rangitāne o Wairau

The text of the apology set out in the deed of settlement for Rangitāne o Wairau (**Rangitāne**) is as follows:

- (1) The Crown makes the following apology to Rangitāne, and to their ancestors and descendents.
- (2) On 17 June 1840 the Rangitāne rangatira Ihaia Kaikoura signed the Treaty of Waitangi at Horahora-kākahu, Port Underwood. The Crown is deeply sorry that it has not fulfilled its obligations to Rangitāne under the Treaty of Waitangi and unreservedly apologises to Rangitāne for the breaches of the Treaty of Waitangi and its principles acknowledged above.
- (3) The Crown profoundly regrets its long-standing failure to appropriately acknowledge the mana and rangatiratanga of Rangitāne. The Crown did not recognise Rangitāne when it purchased the Wairau district in 1847 and recognition of Rangitāne mana in the Te Waipounamu purchase was belated. The Crown is deeply sorry that its acts and omissions quickly left

Rangitāne landless and this has had a devastating impact on the economic, social, and cultural well-being and development of Rangitāne.

- (4) The Crown regrets and apologises for the cumulative effect of its actions and omissions, which have had a damaging impact on the social and traditional structures of Rangitāne, their autonomy and ability to exercise customary rights and responsibilities, and their access to customary resources and significant sites.
- (5) With this apology the Crown seeks to atone for its past wrongs and begin the process of healing. It looks forward to re-establishing its relationship with Rangitāne based on mutual trust, co-operation, and respect for the Treaty of Waitangi and its principles.

Subpart 2—Interpretation

16 Interpretation of Act generally

It is the intention of Parliament that the provisions of **Parts 1 to 3** are interpreted in a manner that best furthers the agreements expressed in the deeds of settlement.

17 Interpretation

In **Parts 1 to 3**, unless the context requires another meaning,—

affected person has the meaning given by section 2AA(2) of the Resource Management Act 1991

aquatic life has the meaning given by section 2(1) of the Conservation Act 1987

authorised person has the meaning given by **section 99(7), 144(6), or 157(4)** (as the case may be)

business day means a day of the week other than—

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, and Labour Day; and
- (b) a day in the period starting on 25 December in a year and ending on 15 January in the following year; and
- (c) the day observed as the anniversary of the province of Nelson, Marlborough, or Wellington

commercial redress property means a property listed in part 2.2 of the property redress schedule of a deed of settlement

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

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

conservation land means land that is—

- (a) vested in the Crown or held in fee simple by the Crown; and
- (b) held, managed, or administered by the Department of Conservation under the conservation legislation

conservation legislation means the Conservation Act 1987 and the Acts listed in Schedule 1 of that Act

conservation management plan has the meaning given by section 2(1) of the Conservation Act 1987

conservation management strategy has the meaning given by section 2(1) of the Conservation Act 1987

conservation protocol—

- (a) means a protocol issued by the Minister of Conservation under **section 29(1)(a)**; and
- (b) includes any amendments made to the protocol under **section 29(1)(b)**

conservation protocol area means the area shown on the map attached to a conservation protocol

control, for the purposes of **paragraph (d)** of the definition of Crown body, means,—

- (a) for a company, control of the composition of its board of directors; and
- (b) for another body, control of the composition of the group that would be its board of directors if the body were a company

Crown—

- (a) has the meaning given by section 2(1) of the Public Finance Act 1989; and
- (b) for the purposes of **subpart 1 of Part 3**, includes New Zealand Post Limited and the New Zealand Transport Agency

Crown body means—

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined by section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and
- (d) a company or body that is wholly owned or controlled by 1 or more of the following:
 - (i) the Crown;
 - (ii) a Crown entity;
 - (iii) a State enterprise;
 - (iv) the New Zealand Railways Corporation; and
- (e) a subsidiary, or related company, of a company or body referred to in **paragraph (d)**

Crown-owned mineral means a mineral (as defined by section 2(1) of the Crown Minerals Act 1991)—

- (a) that is the property of the Crown under section 10 or 11 of that Act; or
- (b) over which the Crown has jurisdiction under the Continental Shelf Act 1964

cultural redress property has the meaning given by **section 72**

deed of recognition—

- (a) means a deed of recognition issued to the relevant trustees under **section 46** by—
 - (i) the Minister of Conservation and the Director-General; or
 - (ii) the Commissioner of Crown Lands; and
- (b) includes any amendments to the deed made under **section 46**; and
- (c) for Ngāti Kuia, is known as pou whakāro

deed of settlement—

- (a) means each of the following 3 deeds of settlement, including any schedules or attachments and including any amendments:
 - (i) the deed of settlement for Ngāti Apa ki te Rā Tō dated [], entered into by the Crown, Ngāti Apa ki te Rā Tō, and the Ngāti Apa ki te Rā Tō Trust:

- (ii) te whakatau (the deed of settlement) for Ngāti Kuia dated [], entered into by the Crown, Ngāti Kuia, and the Te Runanga o Ngāti Kuia Trust;
 - (iii) the deed of settlement for Rangitāne o Wairau dated [], entered into by the Crown, Rangitāne o Wairau, and the Rangitāne o Wairau Settlement Trust; but
- (b) in **section 158 and Schedule 6**,—
- (i) for a related settlement iwi, means the deed of settlement for that iwi defined by **section [7] of Parts 4 to 6**; or
 - (ii) for Ngāti Toa Rangatira, means the deed of settlement for Ngāti Toa Rangatira defined by **section [7] of Parts 7 to 9**

deferred selection property means a property listed in part 3.6 or 3.7 of the property redress schedule of a deed of settlement—

- (a) that the trustees of the relevant settlement trust have elected to purchase from the Crown or the New Zealand Transport Agency by giving notice under paragraph 1.4 of part 3.1 of that schedule; and
- (b) in respect of which the agreement for sale and purchase (formed under paragraph 2.1 of that part 3.1) has not been cancelled

Director-General means the Director-General of Conservation

effective date means the date that is 6 months after the settlement date

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

fisheries protocol—

- (a) means a protocol issued by the Minister of Fisheries and Aquaculture under **section 29(1)(a)**; and
- (b) includes any amendments made to the protocol under **section 29(1)(b)**

fisheries protocol area means the area shown on the map attached to a fisheries protocol, together with the adjacent waters

freshwater fisheries management plan has the meaning given by section 2(1) of the Conservation Act 1987

Historic Places Trust means the New Zealand Historic Places Trust (Pouhere Taonga) continued by section 38 of the Historic Places Act 1993

historical claims has the meaning given by **section 20**

land holding agency means,—

- (a) for a commercial redress property, the land holding agency specified for the property in part 2.2 of the property redress schedule of the relevant deed of settlement;
- (b) for a deferred selection property,—
 - (i) the land holding agency specified for the property in part 3.6 or 3.7 of the property redress schedule of the relevant deed of settlement; and
 - (ii) in relation to a lease back to the Crown of the courthouse site defined in **section 147(1)**, the Ministry of Justice;
- (c) for the Woodbourne land, the New Zealand Defence Force

LINZ means Land Information New Zealand

local authority has the meaning given by section 5(1) of the Local Government Act 2002

member, for a settlement iwi, means an individual referred to in **paragraph (a)** of the definition of that iwi in **section 19(1)**

minerals protocol—

- (a) means a protocol issued by the Minister of Energy and Resources under **section 29(1)(a)**; and
- (b) includes any amendments made to the protocol under **section 29(1)(b)**

minerals protocol area means the area shown on the map attached to a minerals protocol, together with the adjacent waters

national park management plan has the same meaning as management plan in section 2 of the National Parks Act 1980

New Zealand Transport Agency means the agency established by section 93 of the Land Transport Management Act 2003

overlay classification has the meaning given by **section 52(1)**

protocol—

- (a) means a protocol issued under **section 29(1)(a)**; and
- (b) includes any amendments made to the protocol under **section 29(1)(b)**

public work has the meaning given by section 2 of the Public Works Act 1981

regional council has the meaning given by section 2(1) of the Resource Management Act 1991

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

related company has the meaning given by section 2(3) of the Companies Act 1993

related settlement iwi has the meaning given by **section 18**

related settlement trust has the meaning given by **section 18**

representative entity means—

- (a) the trustees of each settlement trust; and
- (b) any person (including any trustees) acting for, or on behalf of,—
 - (i) the collective group referred to in **paragraph (a)** of the definition of Ngāti Apa ki te Rā Tō, Ngāti Kuia, or Rangitāne o Wairau in **section 19(1)**; or
 - (ii) 1 or more members of Ngāti Apa ki te Rā Tō, Ngāti Kuia, or Rangitāne o Wairau; or
 - (iii) 1 or more of the whānau, hapū, or groups referred to in **paragraph (c)** of the definition of Ngāti Apa ki te Rā Tō, Ngāti Kuia, or Rangitāne o Wairau in **section 19(1)**

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

responsible department means,—

- (a) for a conservation protocol, the Department of Conservation; or
- (b) for a fisheries protocol, the Ministry of Fisheries; or
- (c) for a minerals protocol, the Ministry of Economic Development; or

- (d) for a taonga tūturu protocol, the Ministry for Culture and Heritage; or
- (e) any other department of State authorised by the Prime Minister to exercise powers or perform functions and duties under **subpart 1 of Part 2**

responsible Minister means,—

- (a) for a conservation protocol, the Minister of Conservation; or
- (b) for a fisheries protocol, the Minister of Fisheries and Aquaculture; or
- (c) for a minerals protocol, the Minister of Energy and Resources; or
- (d) for a taonga tūturu protocol, the Minister for Arts, Culture and Heritage; or
- (e) any other Minister of the Crown authorised by the Prime Minister to exercise powers or perform functions and duties under **subpart 1 of Part 2**

RFR land has the meaning given by **section 159**

settlement date means the date of commencement of **Parts 1 to 3**

settlement iwi has the meaning given by **section 18**

settlement trust has the meaning given by **section 18**

statutory acknowledgement has the meaning given by **section 36(1)**

statutory plan means—

- (a) a district plan, regional plan, regional coastal plan, regional policy statement, or proposed policy statement as defined by section 43AA of the Resource Management Act 1991; and
- (b) a proposed plan as defined by section 43AAC of that Act

subsidiary has the meaning given by section 5 of the Companies Act 1993

taonga tūturu—

- (a) has the meaning given by section 2(1) of the Protected Objects Act 1975; and
- (b) includes ngā taonga tūturu (as defined by section 2(1) of that Act)

taonga tūturu protocol

- (a) means a protocol issued by the Minister for Arts, Culture and Heritage under **section 29(1)(a)**; and
- (b) includes any amendments made to the protocol under **section 29(1)(b)**

unlicensed land means the land described as Speeds Valley in part 3.6 of the property redress schedule of the deed of settlement for Ngāti Apa ki te Rā Tō

Woodbourne land means any area of land defined in the general matters schedule of a deed of settlement as the cleared current surplus land, the cleared non-operational land, or the leaseback land—

- (a) that the trustees of the relevant settlement trust have elected to acquire from the Crown by giving notice under paragraph 1.15 of part 4.1, 5.1, or 6.1 of the property redress schedule of the relevant deed of settlement; and
- (b) in respect of which any agreement for sale and purchase (formed under paragraph 2.1 of that part 4.1, 5.1, or 6.1) has not been cancelled.

18 Interpretation—iwi and trusts

In **Parts 1 to 3**, unless the context requires another meaning,—

Ngāti Apa ki te Rā Tō has the meaning given by **section 19(1)**

Ngāti Apa ki te Rā Tō Trust means the trust with that name established for the benefit of Ngāti Apa ki te Rā Tō by a deed of trust dated []

Ngāti Kōata has the meaning given by **section [8(1)] of Parts 4 to 6**

Ngāti Kuia has the meaning given by **section 19(1)**

Ngāti Rārua has the meaning given by **section [8(1)] of Parts 4 to 6**

Ngāti Rārua Settlement Trust has the meaning given by **section [7A] of Parts 4 to 6**

Ngāti Tama Manawhenua ki Te Tau Ihu has the meaning given by **section [8(1)] of Parts 4 to 6**

Ngāti Tama Manawhenua ki Te Tau Ihu Trust has the meaning given by **section [7A] of Parts 4 to 6**

Ngāti Toa Rangatira has the meaning given by **section [8] of Parts 7 to 9**

[Ngāti Toa Rangatira] Trust has the meaning given by **section [7A] of Parts 7 to 9**

Rangitāne o Wairau has the meaning given by **section 19(1) Rangitāne o Wairau Settlement Trust** means the trust with that name established for the benefit of Rangitāne o Wairau by a deed of trust dated []

related settlement iwi means each of the following iwi:

- (a) Ngāti Kōata:
- (b) Ngāti Rārua:
- (c) Ngāti Tama Manawhenua ki Te Tau Ihu:
- (d) Te Ātiawa o Te Waka-ā-Maui

related settlement trust means,—

- (a) for Ngāti Kōata, Te Pātaka a Ngāti Kōata:
- (b) for Ngāti Rārua, the Ngāti Rārua Settlement Trust:
- (c) for Ngāti Tama Manawhenua ki Te Tau Ihu, the Ngāti Tama Manawhenua ki Te Tau Ihu Trust:
- (d) for Te Ātiawa o Te Waka-ā-Maui, the Te Ātiawa o Te Waka-ā-Maui Trust

settlement iwi means each of the following iwi:

- (a) Ngāti Apa ki te Rā Tō:
- (b) Ngāti Kuia:
- (c) Rangitāne o Wairau

settlement trust means,—

- (a) for Ngāti Apa ki te Rā Tō, the Ngāti Apa ki te Rā Tō Trust:
- (b) for Ngāti Kuia, the Te Runanga o Ngāti Kuia Trust:
- (c) for Rangitāne o Wairau, the Rangitāne o Wairau Settlement Trust

Te Ātiawa o Te Waka-ā-Maui has the meaning given by **section [8(1)] of Parts 4 to 6**

Te Ātiawa o Te Waka-ā-Maui Trust has the meaning given by **section [7A] of Parts 4 to 6**

Te Pātaka a Ngāti Kōata has the meaning given by **section [7A] of Parts 4 to 6**

Te Runanga o Ngāti Kuia Trust means the trust with that name established for the benefit of Ngāti Kuia by a deed of trust dated [].

19 Meaning of Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau

(1) In **Parts 1 to 3**,—

Ngāti Apa ki te Rā Tō—

- (a) means the collective group composed of individuals who are descended from an ancestor of Ngāti Apa ki te Rā Tō; and
- (b) includes those individuals; and
- (c) includes any whānau, hapū, or group to the extent that it is composed of those individuals

Ngāti Kuia—

- (a) means the collective group composed of individuals who are descended from an ancestor of Ngāti Kuia; and
- (b) includes those individuals; and
- (c) includes any whānau, hapū, or group to the extent that it is composed of those individuals

Rangitāne o Wairau—

- (a) means the collective group composed of individuals who are descended from an ancestor of Rangitāne o Wairau; and
- (b) includes those individuals; and
- (c) includes any whānau or group to the extent that it is composed of those individuals.

(2) In this section,—

ancestor of Ngāti Apa ki te Rā Tō means an individual—

- (a) who exercised customary rights by virtue of being descended from—
 - (i) Ruatea (who was on board the Kurahaupō waka that arrived in Aotearoa); and
 - (ii) a recognised tipuna of 1 or both of the following hapū:
 - (A) Puaha Te Rangi (West Coast);
 - (B) Tarakaipa (Te Tau Ihu); and

- (b) who exercised the customary rights predominantly in relation to the area of interest of Ngāti Apa ki te Rā Tō at any time after 6 February 1840

ancestor of Ngāti Kuia means an individual—

- (a) who exercised customary rights by virtue of being descended from—
- (i) a tupuna, or a union of tupuna, identified in **Part 1 of Schedule 1**; and
 - (ii) 1 or more of the following:
 - (A) an individual who originally signed the Ngāti Kuia deed of sale dated 16 February 1856 for Ngāti Kuia (including such individuals who are listed in **Part 2 of Schedule 1**); or
 - (B) an individual listed in the South Island landless natives lists who has been identified as Ngāti Kuia (including such individuals who are listed in **Part 2 of Schedule 1**); or
 - (C) a sibling of an individual described in **sub-subparagraph (A) or (B)**; and
- (b) who exercised the customary rights predominantly in relation to the area of interest of Ngāti Kuia at any time after 6 February 1840

ancestor of Rangitāne o Wairau means an individual—

- (a) who exercised customary rights by virtue of being descended from a primary ancestor of Rangitāne o Wairau identified in **Schedule 2**; and
- (b) who exercised the customary rights predominantly in relation to the area of interest of Rangitāne o Wairau at any time after 6 February 1840

area of interest of Ngāti Apa ki te Rā Tō means the area of interest of Ngāti Apa ki te Rā Tō defined in the general matters schedule of the relevant deed of settlement

area of interest of Ngāti Kuia means te kupenga-a-Kuia (the area of interest of Ngāti Kuia) defined in the general matters schedule of the relevant deed of settlement

area of interest of Rangitāne o Wairau means the area of interest of Rangitāne o Wairau defined in the general matters schedule of the relevant deed of settlement

customary rights means rights according to tikanga Māori (Māori customary values and practices), including—

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

descended means that a person is descended from another person, or from a union of persons, by—

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with the tikanga (customary values and practices) of the relevant settlement iwi.

20 Meaning of historical claims

(1) In **Parts 1 to 3**, historical claims—

- (a) means the claims described in **subsection (2)**; and
- (b) includes the claims described in **subsections (3) to (5)**; but
- (c) does not include the claims described in **subsection (6)**.

(2) The historical claims are every claim that a settlement iwi or a representative entity had on or before the settlement date, or may have after the settlement date, (whether or not the claim has arisen or been considered, researched, registered, notified, or made on or before the settlement date) and that—

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

- (3) The historical claims include—
- (a) every claim to the Waitangi Tribunal to which **subsection (2)** applies that relates exclusively to Ngāti Apa ki te Rā Tō or a representative entity of Ngāti Apa ki te Rā Tō, including Wai 521—Ngāti Apa Iwi Lands and Fisheries claim; and
 - (b) every other claim to the Waitangi Tribunal to which **subsection (2)** applies, including each of the following claims, to the extent that the claim relates to Ngāti Apa ki te Rā Tō or a representative entity of Ngāti Apa ki te Rā Tō:
 - (i) Wai 102—Te Runanganui Te Tau Ihu O Te Waka A Maui claims; and
 - (ii) Wai 785—Combined Record of Inquiry for the Northern South Island claims; and
 - (iii) Wai 1987—Te Awhaiti Village claim.
- (4) The historical claims include—
- (a) every claim to the Waitangi Tribunal to which **subsection (2)** applies that relates exclusively to Ngāti Kuia or a representative entity of Ngāti Kuia, including the following claims:
 - (i) Wai 561—Ngāti Kuia Iwi claim; and
 - (ii) Wai 829—Whakapuaka, Nelson Tenth, and Stewart Island claim; and
 - (iii) Wai 2092—Descendants of Amiria Hemi Lands (Wedderspoon) claim; and
 - (b) every other claim to the Waitangi Tribunal to which **subsection (2)** applies, including each of the following claims, to the extent that the claim relates to Ngāti Kuia or a representative entity of Ngāti Kuia:
 - (i) Wai 102—Te Runanganui Te Tau Ihu O Te Waka A Maui claims; and
 - (ii) Wai 785—Combined Record of Inquiry for the Northern South Island claims.
- (5) The historical claims include—
- (a) every claim to the Waitangi Tribunal to which **subsection (2)** applies that relates exclusively to Rangitāne o Wairau or a representative entity of Rangitāne o Wairau, including Wai 44—Kurahaupō Rangitāne claim; and

- (b) every other claim to the Waitangi Tribunal to which **subsection (2)** applies, including each of the following claims, to the extent that the claim relates to Rangitāne o Wairau or a representative entity of Rangitāne o Wairau:
 - (i) Wai 102—Te Runanganui Te Tau Ihu O Te Waka A Maui claims; and
 - (ii) Wai 785—Combined Record of Inquiry for the Northern South Island claims.
- (6) However, the historical claims do not include—
 - (a) a claim that a member of Ngāti Apa ki te Rā Tō, or a whānau, hapū, or group referred to in **paragraph (c)** of the definition of Ngāti Apa ki te Rā Tō in **section 19(1)**, had or may have that is, or is founded on, a right arising by virtue of being descended from a person other than an ancestor of Ngāti Apa ki te Rā Tō (as defined in **section 19(2)**); or
 - (b) a claim that a representative entity of Ngāti Apa ki te Rā Tō had or may have that is, or is founded on, a claim described in **paragraph (a)**; or
 - (c) a claim that a member of Ngāti Kuia, or a whānau, hapū, or group referred to in **paragraph (c)** of the definition of Ngāti Kuia in **section 19(1)**, had or may have that is, or is founded on, a right arising by virtue of being descended from a person other than an ancestor of Ngāti Kuia (as defined in **section 19(2)**); or
 - (d) a claim that a representative entity of Ngāti Kuia had or may have that is, or is founded on, a claim described in **paragraph (c)**; or
 - (e) a claim that a member of Rangitāne o Wairau, or a whānau, hapū, or group referred to in **paragraph (c)** of the definition of Rangitāne o Wairau in **section 19(1)**, had or may have that is, or is founded on, a right arising by virtue of being descended from a person other than an ancestor of Rangitāne o Wairau (as defined in **section 19(2)**); or
 - (f) a claim that a representative entity of Rangitāne o Wairau had or may have that is, or is founded on, a claim described in **paragraph (e)**.

Subpart 3—Settlement of historical claims

*Historical claims settled and jurisdiction of
courts, etc, removed*

21 Settlement of historical claims final

- (1) The historical claims are settled.
- (2) The settlement of the historical claims is final and, on and from the settlement date, the Crown is released and discharged from all obligations and liabilities in respect of those claims.
- (3) **Subsections (1) and (2)** do not limit the acknowledgements expressed in, or the provisions of, the deeds of settlement.
- (4) Despite any other enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including, without limitation, the jurisdiction to inquire or further inquire into, or to make a finding or recommendation) in respect of—
 - (a) the historical claims; or
 - (b) the deeds of settlement; or
 - (c) **Parts 1 to 3**; or
 - (d) the redress provided under the deeds of settlement or **Parts 1 to 3**.
- (5) **Subsection (4)** does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the deeds of settlement or **Parts 1 to 3**.

*Consequential amendment to Treaty of Waitangi
Act 1975*

22 Amendment to Treaty of Waitangi Act 1975

- (1) This section amends the Treaty of Waitangi Act 1975.
- (2) Schedule 3 is amended by inserting the following item in its appropriate alphabetical order: “**Parts 1 to 3 of the Te Tau Ihu Claims Settlement Act 2010, section 21(4) and (5).**”

Protections no longer apply

23 Certain enactments do not apply

- (1) The enactments listed in **subsection (2)** do not apply—
 - (a) to land in the Nelson Land District or Marlborough Land District; or

- (b) for the benefit of a settlement iwi or a representative entity.
- (2) The enactments are—
 - (a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975:
 - (b) sections 27A to 27C of the State-Owned Enterprises Act 1986:
 - (c) sections 211 to 213 of the Education Act 1989:
 - (d) Part 3 of the Crown Forest Assets Act 1989:
 - (e) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990.

24 Removal of memorials

The Registrar-General must, as soon as is reasonably practicable after the settlement date, remove any memorial recorded under an enactment listed in **section 23(2)** from any computer register for land in the Nelson Land District or Marlborough Land District.

Subpart 4—Other matters

25 Rule against perpetuities does not apply

- (1) The rule against perpetuities and the provisions of the Perpetuities Act 1964 do not—
 - (a) prescribe or restrict the period during which—
 - (i) a settlement trust may exist in law; or
 - (ii) the trustees of a settlement trust, in their capacity as trustees, may hold or deal with property (including income derived from property); or
 - (b) apply to a document entered into to give effect to a deed of settlement 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.
- (2) However, if a settlement trust is, or becomes, a charitable trust, the application (if any) of the rule against perpetuities or any provision of the Perpetuities Act 1964 to that trust must be determined under the general law.

26 Access to deeds of settlement

The chief executive of the Ministry of Justice must make copies of the deeds of settlement available—

- (a) for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington during working hours on any business day; and
- (b) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

27 Provisions of other Acts that have same effect

If a provision in **Parts 1 to 3** has the same effect as a provision in 1 or both of **Parts 4 to 6** and **Parts 7 to 9**, the provisions must be given effect to only once as if they were 1 provision.

Part 2

Cultural redress

Subpart 1—Protocols

General provisions

28 Interpretation

In this subpart, **relevant trustees**, for a protocol, means the trustees of a settlement trust to whom the protocol may be or has been issued.

29 Authority to issue, amend, or cancel protocols

- (1) Each responsible Minister may—
 - (a) issue a protocol to the trustees of each settlement trust in the form set out in part 4 of the documents schedule of the relevant deed of settlement at the settlement date; and
 - (b) amend or cancel that protocol.
- (2) A protocol may be amended or cancelled under **subsection (1)** at the initiative of either—
 - (a) the relevant trustees; or
 - (b) the responsible Minister.

- (3) The responsible Minister may amend or cancel a protocol only after consulting, and having particular regard to the views of, the relevant trustees.

30 Protocols subject to rights, functions, and obligations

Protocols do not restrict—

- (a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and Government policy, which includes (without limitation) the ability to—
- (i) introduce legislation and change Government policy; and
 - (ii) interact with or consult a person the Crown considers appropriate, including (without limitation) any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (b) the responsibilities of a responsible Minister or a responsible department; or
- (c) the legal rights of a settlement iwi or a representative entity.

31 Enforceability of protocols

- (1) The Crown must comply with a protocol while it is in force.
- (2) If the Crown fails, without good cause, to comply with a protocol, the relevant trustees may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) Despite **subsection (2)**, damages or any form of monetary compensation are not available as a remedy for a failure by the Crown to comply with a protocol.
- (4) To avoid doubt,—
- (a) **subsections (1) and (2)** do not apply to guidelines developed for the implementation of a protocol; and
 - (b) **subsection (3)** does not affect the ability of a court to award costs incurred by the relevant trustees in enforcing the protocol under **subsection (2)**.

32 Limitation of rights

- (1) A conservation 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 (as defined by section 5 of the Foreshore and Seabed Act 2004); or
 - (b) land held, managed, or administered, or flora or fauna managed or administered, under the conservation legislation.
- (2) A 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 in respect of fish, aquatic life, and seaweed) held, managed, or administered under any of the following enactments:
 - (a) the Fisheries Act 1996;
 - (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;
 - (c) the Maori Commercial Aquaculture Claims Settlement Act 2004;
 - (d) the Maori Fisheries Act 2004.
- (3) A minerals protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, Crown-owned minerals.
- (4) A 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.

*Noting of conservation, fisheries, and minerals
protocols*

33 Noting of conservation protocols

- (1) A summary of the terms of a conservation protocol must be noted in the conservation documents affecting the conservation protocol area for that protocol.
- (2) The noting of a conservation protocol is—
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to the conservation documents for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

- (3) In this section, **conservation document** means a conservation management plan, conservation management strategy, freshwater fisheries management plan, or national park management plan.

34 Noting of fisheries protocols

- (1) A summary of the terms of a fisheries protocol must be noted in fisheries plans affecting the fisheries protocol area for that protocol.
- (2) The noting of a fisheries protocol is—
- (a) for the purpose of public notice only; and
 - (b) not an amendment to the fisheries plans for the purposes of section 11A of the Fisheries Act 1996.
- (3) In this section, **fisheries plan** means a plan approved or amended under section 11A of the Fisheries Act 1996.

35 Noting of minerals protocols

- (1) A summary of the terms of a minerals protocol must be noted in—
- (a) a register of protocols maintained by the chief executive of the Ministry of Economic Development; and
 - (b) the minerals programmes affecting the minerals protocol area for that protocol when those programmes are replaced.
- (2) The noting of a minerals protocol is—
- (a) for the purpose of public notice only; and
 - (b) not an amendment to the minerals programmes for the purposes of the Crown Minerals Act 1991.
- (3) In this section, **minerals programme** has the meaning given by section 2(1) of the Crown Minerals Act 1991.

Subpart 2—Statutory acknowledgement and deeds of recognition

Statutory acknowledgement

36 Interpretation

- (1) In **Parts 1 to 3**, **statutory acknowledgement**—

- (a) means the acknowledgement made by the Crown in **section 37** in respect of each statutory area, on the terms set out in this subpart; and
 - (b) for Ngāti Kuia, is known as pou rāhui or coastal pou rāhui.
- (2) In this subpart,—
- coastal statutory area**—
- (a) means the statutory area described in **Schedule 3** as coastal marine area; and
 - (b) for Ngāti Kuia, is known as Hineparawhenua
- relevant consent authority**, for a statutory area, means a consent authority of a region or district that contains, or is adjacent to, the statutory area
- relevant iwi**, for a statutory area, means the 1 or more iwi listed in **Schedule 3** as having an association with the statutory area
- relevant trustees**, for a statutory area, means the trustees of the settlement trust of each of the relevant iwi for the statutory area
- statements of association** means the statements—
- (a) made by the relevant iwi of their particular cultural, spiritual, historical, and traditional association with the statutory areas (except the coastal statutory area); and
 - (b) that are in the form set out in part 2 of the documents schedule of each deed of settlement at the settlement date
- statements of coastal values** means the statements—
- (a) made by the relevant iwi of their particular values relating to the coastal statutory area; and
 - (b) that are in the form set out in part 2.1 of the documents schedule of each deed of settlement at the settlement date
- statutory area** means an area described in **Schedule 3**, with the general location (but not the precise boundaries) indicated on the deed plan referred to in relation to the area.

37 Statutory acknowledgement by the Crown

The Crown acknowledges the statements of association and the statements of coastal values.

38 Purposes of statutory acknowledgement

- (1) The only purposes of the statutory acknowledgement are—
 - (a) to require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement, as provided for in **sections 39 to 41**; and
 - (b) to require relevant consent authorities to forward summaries of resource consent applications, or copies of notices of resource consent applications, to the relevant trustees, as provided for in **section 43**; and
 - (c) to enable the relevant trustees and members of the relevant iwi to cite the statutory acknowledgement as evidence of the iwi's association with a statutory area, as provided for in **section 44**.
- (2) This section does not limit **sections 48 to 50**.

39 Relevant consent authorities to have regard to statutory acknowledgement

- (1) On and from the effective date, a relevant consent authority must have regard to the statutory acknowledgement relating to a statutory area in deciding, under section 95E of the Resource Management Act 1991, if the relevant trustees are affected persons in relation to an activity within, adjacent to, or directly affecting the statutory area and for which an application for a resource consent has been made.
- (2) **Subsection (1)** does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.

40 Environment Court to have regard to statutory acknowledgement

- (1) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to a statutory area in deciding, under section 274 of the Resource Management Act 1991, if the relevant trustees are persons who have an interest in proceedings that is greater than the interest

that the general public has in respect of an application for a resource consent for activities within, adjacent to, or directly affecting the statutory area.

- (2) **Subsection (1)** does not limit the obligations of the Environment Court under the Resource Management Act 1991.

41 Historic Places Trust and Environment Court to have regard to statutory acknowledgement

- (1) This section applies if, on or after the effective date, an application is made under section 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site within a statutory area.
- (2) The Historic Places Trust must have regard to the statutory acknowledgement relating to a statutory area in exercising its powers under section 14 of the Historic Places Act 1993 in relation to the application, including in determining whether the relevant trustees are directly affected by an extension of time.
- (3) The Environment Court must have regard to the statutory acknowledgement relating to a statutory area in determining under section 20 of the Historic Places Act 1993 an appeal against a decision of the Historic Places Trust in relation to the application, including in determining whether the relevant trustees are directly affected by the decision.
- (4) In this section, **archaeological site** has the meaning given by section 2 of the Historic Places Act 1993.

42 Recording statutory acknowledgement on statutory plans

- (1) On and from the effective date, each relevant consent authority must attach information recording the statutory acknowledgement to all statutory plans that wholly or partly cover a statutory area.
- (2) The information attached to a statutory plan must include—
- (a) the relevant provisions of **sections 36 to 45** in full; and
 - (b) the descriptions of the statutory areas wholly or partly covered by the plan; and

- (c) any statements of association or statements of coastal values for the statutory areas.
- (3) The attachment of information to a statutory plan under this section is for the purpose of public information only, and the information is not—
 - (a) part of the statutory plan, unless adopted by the relevant consent authority; or
 - (b) subject to the provisions of Schedule 1 of the Resource Management Act 1991, unless adopted as part of the statutory plan.

43 Provision of resource consent applications to relevant trustees

- (1) Each relevant consent authority must, for a period of 20 years starting on the effective date, provide the following to the relevant trustees for each resource consent application for an activity within, adjacent to, or directly affecting a statutory area:
 - (a) if the application is received by the consent authority, a summary of the application; or
 - (b) if notice of the application is served on the consent authority under section 145(10) of the Resource Management Act 1991, a copy of the notice.
- (2) The information provided in a summary of an application must be the same as would be given to an affected person by limited notification under section 95B of the Resource Management Act 1991, or as may be agreed between the relevant trustees and the relevant consent authority.
- (3) A summary of an application must be provided under **subsection (1)(a)**—
 - (a) as soon as is reasonably practicable after the consent authority receives the application; and
 - (b) before the consent authority decides under section 95 of the Resource Management Act 1991 whether to notify the application.
- (4) A copy of a notice of an application must be provided under **subsection (1)(b)** no later than 10 business days after the day on which the consent authority receives the notice.

- (5) This section does not affect a relevant consent authority's obligation,—
- (a) under section 95 of the Resource Management Act 1991, to decide whether to notify an application, and to notify the application if it decides to do so; or
 - (b) under section 95E of that Act, to decide if the relevant trustees are affected persons in relation to an activity.

44 Use of statutory acknowledgement

- (1) The relevant trustees and any member of the relevant iwi may, as evidence of the iwi's association with a statutory area, cite the statutory acknowledgement that relates to that area in submissions to, and in proceedings before, a relevant consent authority, the EPA or a board of inquiry under Part 6AA of the Resource Management Act 1991, the Environment Court, or the Historic Places Trust concerning activities within, adjacent to, or directly affecting the statutory area.
- (2) The content of a statement of association or a statement of coastal values is not, by virtue of the statutory acknowledgement, binding as fact on—
- (a) relevant consent authorities:
 - (b) the EPA or a board of inquiry under Part 6AA of the Resource Management Act 1991:
 - (c) the Environment Court:
 - (d) the Historic Places Trust:
 - (e) parties to proceedings before those bodies:
 - (f) any other person who is entitled to participate in those proceedings.
- (3) However, the bodies and persons specified in **subsection (2)** may take the statutory acknowledgement into account.
- (4) To avoid doubt,—
- (a) neither the relevant trustees nor members of a relevant iwi are precluded from stating that the iwi has an association with a statutory area that is not described in the statutory acknowledgement; and
 - (b) the content and existence of the statutory acknowledgement do not limit any statement made.

45 Relevant trustees may waive rights

- (1) The relevant trustees may waive the right to be forwarded summaries, and copies of notices, of resource consent applications under **section 43** in relation to a statutory area.
- (2) The relevant trustees may waive the right to have a relevant consent authority, the Environment Court, or the Historic Places Trust have regard to the statutory acknowledgement under **sections 39 to 41** in relation to the coastal statutory area.
- (3) Rights must be waived by written notice to the relevant consent authority, the Environment Court, or the Historic Places Trust, stating—
 - (a) the scope of the waiver; and
 - (b) the period for which it applies.
- (4) An obligation under this subpart does not apply to the extent that the corresponding right has been waived under this section.

*Deeds of recognition***46 Authorisation to issue and amend deeds of recognition**

- (1) The following person or people may issue a deed of recognition to the relevant trustees:
 - (a) the Minister of Conservation and the Director-General;
or
 - (b) the Commissioner of Crown Lands.
- (2) A deed of recognition may be issued—
 - (a) in the form set out in part 3 of the documents schedule of the relevant deed of settlement at the settlement date; and
 - (b) in respect of the land within all of the statutory areas, except the areas referred to as:
 - (i) Big River site (Te Tai Tapu); and
 - (ii) Westhaven (Te Tai Tapu) Marine Reserve and Westhaven (Whanganui Inlet) Wildlife Management Reserve; and
 - (iii) coastal marine area.

- (3) The person or people who issued a deed of recognition may amend the deed, but only with the written consent of the relevant trustees.

General provisions

47 Application to river or stream

- (1) If any part of the statutory acknowledgement applies to a river or stream (including a tributary), that part of the acknowledgement—

- (a) applies only to—

- (i) the continuously or intermittently flowing body of fresh water, including a modified watercourse, that comprises the river or stream; and
(ii) the bed of the river or stream, meaning the land that the waters of the river or stream cover at its fullest flow without flowing over its banks; but

- (b) does not apply to—

- (i) a part of the bed of the river or stream that is not owned by the Crown; or
(ii) an artificial watercourse.

- (2) If any part of a deed of recognition applies to a river or stream (including a tributary), that part of the deed—

- (a) applies only to the bed of the river or stream, meaning the land that the waters of the river or stream cover at its fullest flow without flowing over its banks; but

- (b) does not apply to—

- (i) a part of the bed of the river or stream that is not owned and managed by the Crown; or
(ii) the bed of an artificial watercourse.

48 Exercise of powers and performance of duties and functions

- (1) The statutory acknowledgement and the deeds of recognition do not affect, and may not be taken into account by, a person exercising a power or performing a function or duty under legislation or a bylaw.
- (2) No person, in considering a matter or making a decision or recommendation under legislation or a bylaw, may give greater or

lesser weight to the association of the relevant iwi with a statutory area than that person would give if there were no statutory acknowledgement or deed of recognition for the statutory area.

- (3) **Subsection (2)** does not limit **subsection (1)**.
- (4) This section is subject to the other provisions of this subpart.

49 Rights not affected

- (1) The statutory acknowledgement and the deeds of recognition do not affect the lawful rights or interests of a person who is not a party to a deed of settlement.
- (2) This section is subject to the other provisions of this subpart.

50 Limitation of rights

- (1) The statutory acknowledgement and the deeds of recognition do not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area.
- (2) This section is subject to the other provisions of this subpart.

Consequential amendment to Resource Management Act 1991

51 Amendment to Resource Management Act 1991

- (1) This section amends the Resource Management Act 1991.
- (2) Schedule 11 is amended by inserting the following item in its appropriate alphabetical order: “**Parts 1 to 3 of the Te Tau Ihu Claims Settlement Act 2010**”.

Subpart 3—Overlay classification

52 Interpretation

- (1) In **Parts 1 to 3, overlay classification**—
 - (a) means the application of this subpart to each overlay site; and
 - (b) for Ngāti Kūia, is known as whenua rāhui.
- (2) In this subpart,—
 - Conservation Board** means a board established under section 6L of the Conservation Act 1987

iwi values, for each overlay site, means the values stated by the relevant iwi in their statements of iwi values

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

overlay site—

- (a) means a site that is declared under **section 53** to be subject to the overlay classification; but
- (b) does not include an area that is declared under **section 68(1)** to no longer be subject to the overlay classification

protection principles, for an overlay site, means the protection principles set out for the site in paragraph 4.1 of part 1 of the documents schedule of the relevant deed of settlement at the settlement date, including any amendments made to the principles under **section 56(3)**

relevant iwi, for an overlay site, means the 1 or more iwi listed in **Schedule 4** as having an association with the overlay site

relevant trustees, for an overlay site, means the trustees of the settlement trust of each of the relevant iwi for the overlay site

specified actions, for an overlay site, means the actions set out for the site in paragraph 5.1 of part 1 of the documents schedule of the relevant deed of settlement at the settlement date

statements of iwi values, for each overlay site, means the statements—

- (a) made by the relevant iwi of their values relating to their cultural, spiritual, historical, and traditional association with the overlay site; and
- (b) that are in the form set out in paragraph 3 of part 1 of the documents schedule of the relevant deed of settlement at the settlement date.

53 Declaration of overlay classification

Each site described in **Schedule 4** is declared to be subject to the overlay classification.

54 Acknowledgement by the Crown of statements of iwi values

The Crown acknowledges the statements of iwi values of the relevant iwi in relation to the overlay sites.

55 Purposes of overlay classification

- (1) The only purposes of the overlay classification are—
 - (a) to require the New Zealand Conservation Authority and relevant Conservation Boards to have particular regard to the statements of iwi values and the protection principles, as provided for in **sections 57 and 58**; and
 - (b) to require the New Zealand Conservation Authority to give the relevant trustees an opportunity to make submissions, as provided for in **section 59**; and
 - (c) to enable the taking of action under **sections 60 to 65**.
- (2) This section does not limit **sections 68 to 70**.

56 Agreement on protection principles

- (1) The relevant trustees and the Crown may agree on, and publicise, protection principles that are directed at the Minister of Conservation—
 - (a) avoiding harm to the iwi values in relation to an overlay site; or
 - (b) avoiding the diminishing of the iwi values in relation to an overlay site.
- (2) The protection principles set out in paragraph 4.1 of part 1 of the documents schedule of a deed of settlement at the settlement date are to be treated as having been agreed by the relevant trustees and the Crown under **subsection (1)**.
- (3) The relevant trustees and the Crown may agree in writing to any amendments to protection principles.

57 New Zealand Conservation Authority and Conservation Boards to have particular regard to statements of iwi values

When the New Zealand Conservation Authority or a Conservation Board considers or approves a general policy, conservation management strategy, conservation management plan, or

national park management plan in relation to an overlay site, it must have particular regard to—

- (a) the statements of iwi values for the site; and
- (b) the protection principles for the site.

58 New Zealand Conservation Authority and Conservation Boards to consult relevant trustees

Before approving a general policy, conservation management strategy, conservation management plan, or national park management plan in relation to an overlay site, the New Zealand Conservation Authority or a Conservation Board must—

- (a) consult the relevant trustees; and
- (b) have particular regard to the views of the relevant trustees as to the effect of the policy, strategy, or plan on—
 - (i) the iwi values for the site; and
 - (ii) the protection principles for the site.

59 Conservation management strategy

If the relevant trustees advise the New Zealand Conservation Authority in writing that they have significant concerns about a draft conservation management strategy in relation to an overlay site, the New Zealand Conservation Authority must, before approving the strategy, give the trustees an opportunity to make submissions in relation to those concerns.

60 Noting of overlay classification

- (1) The application of the overlay classification to an overlay site must be noted in any conservation management strategy, conservation management plan, or national park management plan affecting the site.
- (2) The noting of the overlay classification under **subsection (1)** is—
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to the strategy or plan for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

61 Notification in Gazette

- (1) The Minister of Conservation must notify the following in the *Gazette*:
 - (a) the application of the overlay classification to each overlay site, as soon as practicable after the settlement date; and
 - (b) the protection principles for each overlay site, as soon as practicable after the settlement date; and
 - (c) any amendment to the protection principles agreed under **section 56(3)**, as soon as practicable after the amendment has been agreed in writing.
- (2) The Director-General may notify in the *Gazette* any action (including any specified action) taken or intended to be taken under **section 62 or 63**.

62 Actions by Director-General

- (1) The Director-General must take action in relation to the protection principles that relate to an overlay site, including the specified actions.
- (2) The Director-General retains complete discretion to determine the method and extent of the action to be taken under **subsection (1)**.
- (3) The Director-General must notify the relevant trustees in writing of the intended action under **subsection (1)**.
- (4) If requested in writing by the relevant trustees, the Director-General must not take action in respect of the protection principles to which the request relates.

63 Amendment to strategy or plan

- (1) The Director-General may initiate an amendment to a conservation management strategy, conservation management plan, or national park management plan to incorporate objectives relating to the protection principles that relate to an overlay site (including a recommendation to make regulations or bylaws).
- (2) The Director-General must consult relevant Conservation Boards before initiating an amendment under **subsection (1)**.

- (3) An amendment initiated under **subsection (1)** is an amendment for the purposes of section 17I(1) to (3) of the Conservation Act 1987 or section 46(1) to (4) of the National Parks Act 1980, as the case may be.

64 Regulations

The Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, make regulations for 1 or more of the following purposes:

- (a) to provide for the implementation of objectives included in a strategy or plan under **section 63(1)**;
- (b) to regulate or prohibit activities or conduct by members of the public in relation to an overlay site;
- (c) to create offences in relation to contravening any regulations made under **paragraph (b)**;
- (d) to provide for the following fines to be imposed:
 - (i) for an offence referred to in **paragraph (c)**, a fine not exceeding \$5,000; and
 - (ii) for a continuing offence, an additional amount not exceeding \$50 for every day during which the offence continues.

65 Bylaws

The Minister of Conservation may make bylaws for 1 or more of the following purposes:

- (a) to provide for the implementation of objectives included in a strategy or plan under **section 63(1)**;
- (b) to regulate or prohibit activities or conduct by members of the public in relation to an overlay site;
- (c) to create offences in relation to contravening any bylaws made under **paragraph (b)**;
- (d) to provide for the following fines to be imposed:
 - (i) for an offence referred to in **paragraph (c)**, a fine not exceeding \$1,000; and
 - (ii) for a continuing offence, an additional amount not exceeding \$50 for every day during which the offence continues.

66 Existing classification of overlay sites

- (1) This section applies if the overlay classification applies to any land in—
 - (a) a national park under the National Parks Act 1980; or
 - (b) a conservation area under the Conservation Act 1987; or
 - (c) a reserve under the Reserves Act 1977.
- (2) The overlay classification does not affect—
 - (a) the purpose of the national park, conservation area, or reserve; or
 - (b) the classification of the land as a national park, conservation area, or reserve.

67 Termination of overlay classification

- (1) The Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, declare that all or part of an overlay site is no longer subject to the overlay classification.
- (2) The Minister of Conservation must not make a recommendation for the purposes of **subsection (1)** unless—
 - (a) the relevant trustees and the Minister of Conservation have agreed in writing that the overlay classification is no longer appropriate for the relevant area; or
 - (b) the relevant area is disposed of by the Crown; or
 - (c) the responsibility for managing the relevant area is transferred to another Minister of the Crown.
- (3) **Subsection (4)** applies if—
 - (a) **subsection (2)(a) or (c)** applies; or
 - (b) there is a change in the statutory management regime that applies to all or part of the overlay site.
- (4) The Crown must take reasonable steps to try to ensure that the relevant trustees continue to have input into the management of the relevant area.

- 68 Exercise of powers and performance of duties and functions**
- (1) **Sections 53 and 54** do not affect, and may not be taken into account by, a person exercising a power or performing a function or duty under legislation or a bylaw.
 - (2) No person, in considering a matter or making a decision or recommendation under legislation or a bylaw, may give greater or lesser weight to the iwi values, or the statements of iwi values, that relate to an overlay site than that person would give if the site were not subject to the overlay classification.
 - (3) **Subsection (2)** does not limit **subsection (1)**.
 - (4) This section is subject to the other provisions of this subpart.
- 69 Rights not affected**
- (1) **Sections 53 and 54** do not affect the lawful rights or interests of a person who is not a party to a deed of settlement.
 - (2) This section is subject to the other provisions of this subpart.
- 70 Limitation of rights**
- (1) **Sections 53 and 54** do not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, an overlay site.
 - (2) This section is subject to the other provisions of this subpart.
- Subpart 4—The Crown not prevented from providing other similar redress
- 71 The Crown not prevented from providing other similar redress**
- (1) The provision of the specified cultural redress does not prevent the Crown from doing anything that is consistent with that cultural redress, including—
 - (a) providing, or agreeing to introduce legislation providing or enabling, the same or similar redress to any person other than a settlement iwi or the trustees of a settlement trust; or
 - (b) disposing of land.

- (2) However, **subsection (1)** is not an acknowledgement by the Crown or a settlement iwi that any other iwi or group has interests in relation to land or an area to which any of the specified cultural redress relates.
- (3) In this section, **specified cultural redress** means each of the following:
- (a) the protocols:
 - (b) the statutory acknowledgement:
 - (c) the deeds of recognition:
 - (d) the overlay classification:
 - (e) the redress relating to customary use of eels provided under **subpart 9**:
 - (f) the redress relating to pakohe provided under **subpart 10**:
 - (g) the redress relating to minerals fossicking provided under **subpart 11**:
 - (h) the redress relating to statutory kaitiaki and customary use of tīfī provided under **subpart 12**:
 - (i) the recognition given under **subpart 13**:
 - (j) the redress relating to the river and freshwater advisory committee provided under **subpart 14**:
 - (k) the redress relating to the Wairau boulder bank conservation management plan provided under **subpart 15**.

Subpart 5—Vesting of cultural redress properties

72 Interpretation

In **Parts 1 to 3**, unless the context requires another meaning,—

cultural redress property means each of the following sites, and each site means the land described by that name in **Schedule 5**:

Sites that vest in fee simple

- (a) St Arnaud:
- (b) Te Tai Tapu (Tombstone):
- (c) Port Gore:
- (d) Titiraukawa (Pelorus Bridge):
- (e) Ngā Tai Whakāū (Kawai, World's End):

- (f) Waimea Pā (Appleby School):
- (g) Te Hora (Canvastown School):
- (h) Picton Recreation Reserve:
- (i) Tuamatene Marae, Grovetown:
- (j) Rārangi:
- (k) Wairau Lagoons (reinterment):
Site that vests in fee simple subject to conservation covenant
- (l) Tītīrangī Bay site:
Sites that vest in fee simple to be administered as reserves
- (m) Aorere Scenic Reserve:
- (n) Cullen Point (Havelock):
- (o) Moenui:
- (p) Tarakaipa Island Urupā:
- (q) Te Pokohiwi:
- (r) Waikutakuta/Robin Hood Bay:
- (s) Ngākuta Bay:
- (t) Momorangi:
- (u) Endeavour Inlet site:
- (v) Mātangi Āwhio (Nelson):
- (w) Pukatea/Whites Bay:
- (x) Horahora-kākahu

jointly vested site means each of the following sites:

- (a) Mātangi Āwhio (Nelson):
- (b) Pukatea/Whites Bay:
- (c) Horahora-kākahu

reserve site means each of the 12 sites in **paragraphs (m) to (x)** in the definition of cultural redress property.

Sites that vest in fee simple

73 St Arnaud

- (1) St Arnaud ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in St Arnaud then vests in the trustees of the Ngāti Apa ki te Rā Tō Trust.

74 Te Tai Tapu (Tombstone)

- (1) Te Tai Tapu (Tombstone) ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Te Tai Tapu (Tombstone) then vests in the trustees of the Ngāti Apa ki te Rā Tō Trust.

75 Port Gore

- (1) The reservation of Port Gore as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Port Gore then vests in the trustees of the Ngāti Apa ki te Rā Tō Trust.

76 Titiraukawa (Pelorus Bridge)

- (1) The reservation of Titiraukawa (Pelorus Bridge) as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Titiraukawa (Pelorus Bridge) then vests in the trustees of the Te Runanga o Ngāti Kuia Trust.
- (3) **Subsections (1) and (2)** are subject to the trustees of the Te Runanga o Ngāti Kuia Trust providing the Crown with—
 - (a) a registrable right of way easement over the area shown as “A” on SO 427361 in favour of Section 3 SO 427361 and Section 64 Block VIII Heringa Survey District (part computer freehold register MB50/234) in the form set out in part 5.7 of the documents schedule of the relevant deed of settlement; and
 - (b) a registrable easement in gross for a right to convey water over the area shown as “B” on SO 427361 in favour of the Minister of Conservation in the form set out in part 5.6 of the documents schedule of the relevant deed of settlement.
- (4) The sign in or on Titiraukawa (Pelorus Bridge) that relates to tree planting by volunteers does not vest in the trustees of the Te Runanga o Ngāti Kuia Trust, despite the vesting under **subsection (2)**.

77 Ngā Tai Whakaū (Kawai, World’s End)

- (1) The road shown as Section 4 on SO 427401 is stopped.

- (2) Section 345(3) of the Local Government Act 1974 does not apply to the stopping of the road.
- (3) The stopped road then vests in the Crown as a scenic reserve subject to section 19 of the Reserves Act 1977.
- (4) The reservation of Ngā Tai Whakaū (Kawai, World's End) as a scenic reserve subject to section 19 of the Reserves Act 1977 is then revoked.
- (5) The fee simple estate in Ngā Tai Whakaū (Kawai, World's End) then vests in the trustees of the Te Runanga o Ngāti Kuia Trust.

78 Waimea Pā (Appleby School)

- (1) The fee simple estate in Waimea Pā (Appleby School) vests in the trustees of the Te Runanga o Ngāti Kuia Trust.
- (2) **Subsection (1)** is subject to the trustees of the Te Runanga o Ngāti Kuia Trust providing the Crown with a registrable lease of Waimea Pā (Appleby School) in the form set out in part 5.8 of the documents schedule of the relevant deed of settlement.

79 Te Hora (Canvastown School)

- (1) The road shown as Section 1 on SO 4760, Marlborough Land District, is stopped.
- (2) Section 345(3) of the Local Government Act 1974 does not apply to the stopping of the road.
- (3) The stopped road is then set apart for a school site as if it were set apart under section 52 of the Public Works Act 1981.
- (4) The fee simple estate in Te Hora (Canvastown School) then vests in the trustees of the Te Runanga o Ngāti Kuia Trust.
- (5) **Subsections (1) to (4)** are subject to the trustees of the Te Runanga o Ngāti Kuia Trust providing the Crown with a registrable lease of Te Hora (Canvastown School) in the form set out in part 5.8 of the documents schedule of the relevant deed of settlement.

80 Picton Recreation Reserve

- (1) The reservation of Picton Recreation Reserve as a recreation reserve subject to the Reserves Act 1977 is revoked.

- (2) The fee simple estate in Picton Recreation Reserve then vests in the trustees of the Rangitāne o Wairau Settlement Trust.

81 Tuamatene Marae, Grovetown

The fee simple estate in Tuamatene Marae, Grovetown, vests in the trustees of the Rangitāne o Wairau Settlement Trust.

82 Rārangi

- (1) Rārangi ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Rārangi then vests in the trustees of the Rangitāne o Wairau Settlement Trust.

83 Wairau Lagoons (reinterment)

- (1) The reservation of Wairau Lagoons (reinterment) as a Government purpose reserve for wetland management purposes subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Wairau Lagoons (reinterment) then vests in the trustees of the Rangitāne o Wairau Settlement Trust.

Site that vests in fee simple subject to conservation covenant

84 Tītīrangi Bay site

- (1) The reservation of the Tītīrangi Bay site as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in the Tītīrangi Bay site then vests in the trustees of the Te Runanga o Ngāti Kuia Trust.
- (3) The Minister of Conservation must provide the trustees of the Te Runanga o Ngāti Kuia Trust with a registrable right of way easement over the area shown as “A” on SO 433149 in favour of the Tītīrangi Bay site in the form set out in part 5.2 of the documents schedule of the relevant deed of settlement.
- (4) An easement granted in accordance with **subsection (3)**—
- (a) is enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and
 - (b) is to be treated as having been granted in accordance with Part 3B of that Act; and

- (c) is registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied.
- (5) **Subsections (1) to (4)** are subject to the trustees of the Te Runanga o Ngāti Kuia Trust providing the Crown with a registrable covenant in relation to the Tītīrangi Bay site in the form set out in part 5.1 of the documents schedule of the relevant deed of settlement.
- (6) The covenant is to be treated as a conservation covenant for the purposes of—
 - (a) section 77 of the Reserves Act 1977; and
 - (b) section 27 of the Conservation Act 1987.

*Sites that vest in fee simple to be administered
as reserves*

85 Aorere Scenic Reserve

- (1) The reservation of Aorere Scenic Reserve as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Aorere Scenic Reserve then vests in the trustees of the Ngāti Apa ki te Rā Tō Trust.
- (3) Aorere Scenic Reserve is then declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Aorere Scenic Reserve.
- (5) Despite anything in the Reserves Act 1977,—
 - (a) the trustees of the Ngāti Apa ki te Rā Tō Trust may construct a building on Aorere Scenic Reserve, with a floor area of no more than 100 m², to be used for private non-commercial purposes; and
 - (b) the building may be used for those purposes.
- (6) However, the building must—
 - (a) be constructed and used in a manner that is consistent with any management plan for Aorere Scenic Reserve prepared and approved under section 41 of the Reserves Act 1977; and
 - (b) comply with all other lawful requirements (for example, under the Resource Management Act 1991 or the Building Act 2004).

86 Cullen Point (Havelock)

- (1) The reservation of Cullen Point (Havelock) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Cullen Point (Havelock) then vests in the trustees of the Te Runanga o Ngāti Kuia Trust.
- (3) Cullen Point (Havelock) is then declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Te Poho-a-Kuia Scenic Reserve.

87 Moenui

- (1) The reservation of Moenui as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Moenui then vests in the trustees of the Te Runanga o Ngāti Kuia Trust.
- (3) Moenui is then declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Moenui/Priestly Recreation Reserve.
- (5) **Subsections (1) to (4)** are subject to the trustees of the Te Runanga o Ngāti Kuia Trust providing Moenui Community Association Incorporated with—
 - (a) a registrable right of way easement in gross over the areas shown as “A”, “B”, and “C” on SO 433118 in the form set out in part 5.4 of the documents schedule of the relevant deed of settlement; and
 - (b) a registrable easement in gross for a right to convey water over the areas shown as “A”, “C”, and “D” on SO 433118 and “A” on SO 436369 in the form set out in part 5.3 of the documents schedule of the relevant deed of settlement; and
 - (c) a registrable easement in gross for a right to convey electricity over the area shown as “A” on SO 436369 in the form set out in part 5.5 of the documents schedule of the relevant deed of settlement.
- (6) An easement granted in accordance with **subsection (5)**—

- (a) is enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
- (b) is to be treated as having been granted in accordance with that Act.

88 Tarakaipa Island Urupā

- (1) The reservation of Tarakaipa Island Urupā as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Tarakaipa Island Urupā then vests in the trustees of the Te Runanga o Ngāti Kuia Trust.
- (3) Tarakaipa Island Urupā is then declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Oaie Scenic Reserve.

89 Agreements relating to Te Pokohiwi

The Minister of Conservation may, before the settlement date, grant the following interests in favour of the registered proprietors of the land contained in computer freehold register MB30/286 at the time of the grant, despite any other enactment or rule of law:

- (a) an unregistered agreement for access over Te Pokohiwi; and
- (b) an unregistered agreement to convey water over Te Pokohiwi.

90 Te Pokohiwi

- (1) The reservation of Te Pokohiwi as a Government purpose reserve for wetland management purposes subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Te Pokohiwi then vests in the trustees of the Rangitāne o Wairau Settlement Trust.
- (3) Te Pokohiwi is then declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Te Pokohiwi Historic Reserve.

- (5) **Subsections (1) to (4)** are subject to the trustees of the Rangitāne o Wairau Settlement Trust providing the Crown with a registrable right of way easement in gross over the area shown as “E” on deed plan OTS-099-06 in favour of the Minister of Conservation in the form set out in part 5.1 of the documents schedule of the relevant deed of settlement.
- (6) An easement granted in accordance with **subsection (5)**—
 - (a) is enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
 - (b) is to be treated as having been granted in accordance with that Act.
- (7) The boulder bank site is classified as a historic reserve subject to section 18 of the Reserves Act 1977 immediately after the vesting of Te Pokohiwi under **subsection (2)**.
- (8) The Registrar-General must, as soon as is reasonably practicable after **subsection (7)** takes effect, record on any computer register that contains all or part of the boulder bank site that, under this section of **Parts 1 to 3**, the land in the boulder bank site is classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (9) To avoid doubt, the boulder bank site remains vested in the Crown.
- (10) In this section, **boulder bank site** means 180 hectares of land, approximately, being Part Section 1 SO 7049 (Marlborough Land District), subject to survey, and being part *Gazette* 1994 page 2481.

91 Waikutakuta/Robin Hood Bay

- (1) The reservation of Waikutakuta/Robin Hood Bay as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Waikutakuta/Robin Hood Bay then vests in the trustees of the Rangitāne o Wairau Settlement Trust.
- (3) Waikutakuta/Robin Hood Bay is then declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Waikutakuta Recreation Reserve.

92 Ngākuta Bay

- (1) The reservation of Ngākuta Bay as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Ngākuta Bay then vests in the trustees of the Rangitāne o Wairau Settlement Trust.
- (3) Ngākuta Bay is then declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Te Whakamana Recreation Reserve.

93 Momorangi

- (1) The reservation of Momorangi as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Momorangi then vests in the trustees of the Rangitāne o Wairau Settlement Trust.
- (3) Momorangi is then declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Rangitāne Recreation Reserve.

94 Endeavour Inlet site

- (1) The Endeavour Inlet site ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in the Endeavour Inlet site then vests in the trustees of the Rangitāne o Wairau Settlement Trust.
- (3) The Endeavour Inlet site is then declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Punaruawhiti Scenic Reserve.

95 Mātangi Āwhio (Nelson)

- (1) The reservation of Mātangi Āwhio (Nelson) as a recreation reserve subject to the Reserves Act 1977 is revoked.

- (2) The fee simple estate in Mātangi Āwhio (Nelson) then vests as undivided seventh shares in the specified groups of trustees as tenants in common, as follows:
- (a) under this paragraph,—
 - (i) a share vests in the trustees of the Ngāti Apa ki te Rā Tō Trust; and
 - (ii) a share vests in the trustees of the Te Runanga o Ngāti Kuia Trust; and
 - (iii) a share vests in the trustees of the Rangitāne o Wairau Settlement Trust; and
 - (b) under **section [96(2)(a)] of Parts 4 to 6**,—
 - (i) a share vests in the trustees of Te Pātaka a Ngāti Kōata; and
 - (ii) a share vests in the trustees of the Ngāti Rārua Settlement Trust; and
 - (iii) a share vests in the trustees of the Ngāti Tama Manawhenua ki Te Tau Ihu Trust; and
 - (iv) a share vests in the trustees of the Te Ātiawa o Te Waka-ā-Maui Trust.
- (3) Mātangi Āwhio (Nelson) is then declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Mātangi Āwhio (Nelson) Recreation Reserve.
- (5) Nelson City Council is the administering body of the reserve for the purposes of the Reserves Act 1977 as if the reserve were vested in the Council under section 26 of that Act.
- (6) Any improvements in or on Mātangi Āwhio (Nelson) do not vest in any of the trustees, despite the vestings referred to in **subsection (2)**.

96 Pukatea/Whites Bay

- (1) The reservation of Pukatea/Whites Bay as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Pukatea/Whites Bay then vests as undivided third shares in the specified groups of trustees as tenants in common, as follows:

- (a) a share vests in the trustees of the Rangitāne o Wairau Settlement Trust under this paragraph; and
 - (b) a share vests in the trustees of the Ngāti Rārua Settlement Trust under **section [97(2)(a)] of Parts 4 to 6**; and
 - (c) a share vests in the trustees of the [Ngāti Toa Rangatira] Trust under **section [77(2)(a)] of Parts 7 to 9**.
- (3) Pukatea/Whites Bay is then declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Pukatea/Whites Bay Recreation Reserve.
- (5) The joint management body established by **section 104(1)** is the administering body of the reserve for the purposes of the Reserves Act 1977 as if the reserve were vested in the body (as if in trustees) under section 26 of that Act.

97 Horahora-kākahu

- (1) The reservation of Horahora-kākahu as a historic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Horahora-kākahu then vests as undivided third shares in the specified groups of trustees as tenants in common, as follows:
- (a) a share vests in the trustees of the Rangitāne o Wairau Settlement Trust under this paragraph; and
 - (b) a share vests in the trustees of the Ngāti Rārua Settlement Trust under **section [98(2)(a)] of Parts 4 to 6**; and
 - (c) a share vests in the trustees of the [Ngāti Toa Rangatira] Trust under **section [78(2)(a)] of Parts 7 to 9**.
- (3) Horahora-kākahu is then declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Horahora-kākahu Historic Reserve.
- (5) The joint management body established by **section 104(1)** is the administering body of the reserve for the purposes of the Reserves Act 1977 as if the reserve were vested in the body (as if in trustees) under section 26 of that Act.

- (6) The historic monument at Horahora-kākahu does not vest in any of the trustees, despite the vestings referred to in **subsection (2)**.

Subpart 6—General provisions relating to vesting of cultural redress properties

General provisions

98 Properties vest subject to, or together with, encumbrances

- (1) Each cultural redress property vests in the relevant trustees under **subpart 5** subject to, or together with, any encumbrances listed for the property in **Schedule 5** (whether as an existing encumbrance that continues to affect the property after the vesting or as a new encumbrance that first affects the property immediately after the vesting).
- (2) **Subsection (3)** applies if a cultural redress property vests subject to an unregistered concession (including a grazing licence, grazing agreement, or guiding concession), whether or not the concession also applies to land outside the cultural redress property.
- (3) The concession applies in respect of the cultural redress property as if the registered proprietors of the property were the grantor under the concession.

99 Registration of ownership

- (1) This section applies in relation to the fee simple estate (or a share of the fee simple estate) in a cultural redress property vested in any trustees under **subpart 5**.
- (2) To the extent that a cultural redress property (other than Waikutakuta/Robin Hood Bay or a jointly vested site) is all of the land contained in a computer freehold register, the Registrar-General must, on written application by an authorised person,—
- (a) register the trustees in whom the property is vested under **subpart 5** as the proprietors of the fee simple estate in the land; and
 - (b) record anything in the register, and do anything else, that is necessary to give effect to this Part and to part 5 of the relevant deed of settlement.

- (3) To the extent that **subsection (2)** does not apply to a cultural redress property (other than a jointly vested site), or in the case of Waikutakuta/Robin Hood Bay, the Registrar-General must, in accordance with a written application by an authorised person,—
 - (a) create 1 or more computer freehold registers for the fee simple estate in the property in the names of the trustees in whom the property is vested under **subpart 5**; and
 - (b) record on the relevant registers any encumbrances that are registered, notified, or notifiable and that are described in the application.
- (4) For a jointly vested site, the Registrar-General must, in accordance with written applications by an authorised person,—
 - (a) create 1 or more computer freehold registers for each undivided equal share of the fee simple estate in the property in the names of the trustees in whom the share is vested under **subpart 5**; and
 - (b) record on the relevant registers any encumbrances that are registered, notified, or notifiable and that are described in the applications.
- (5) **Subsections (3) and (4)** are subject to the completion of any survey necessary to create a computer freehold register.
- (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 Crown and the trustees in whom the property is vested under **subpart 5**.
- (7) In this section, **authorised person** means a person authorised by—
 - (a) the Secretary for Justice, for Tuamatene Marae, Grove-town; or
 - (b) the Secretary for Education, for the following properties:
 - (i) Waimea Pā (Appleby School);
 - (ii) Te Hora (Canvastown School); or
 - (c) the Director-General, for all other properties.

100 Application of Part 4A of Conservation Act 1987

- (1) The vesting of the fee simple estate (or a share of the fee simple estate) in a cultural redress property in any trustees under **subpart 5** is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (2) Despite **subsection (1)**, the rest of section 24 of the Conservation Act 1987 does not apply to the vesting of a reserve site (or a share of a reserve site) in any trustees under **subpart 5**.
- (3) If the reservation, under **subpart 5**, of a reserve site is revoked in relation to all or part of the site, then the vesting of the site (or the share of the site) in any trustees under **subpart 5** 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).

101 Recording application of Part 4A of Conservation Act 1987 and sections of this Act

- (1) The Registrar-General must record on any computer freehold register for a reserve site other than a jointly vested site—
 - (a) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
 - (b) that the land is subject to **sections 100(3) and 105 of Parts 1 to 3**.
- (2) The Registrar-General must record on any computer freehold register created under **section 99** for a reserve site that is a jointly vested site—
 - (a) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
 - (b) that the land is subject to **sections 100(3) and 106 of Parts 1 to 3**.
- (3) The Registrar-General must record on any computer freehold register for any other cultural redress property that the land is subject to Part 4A of the Conservation Act 1987.
- (4) A notification made under any of **subsections (1) to (3)** that land is subject to Part 4A of the Conservation Act 1987 is to

- be treated as having been made in compliance with section 24D(1) of that Act.
- (5) For a reserve site other than a jointly vested site, if the reservation of the site under **subpart 5** 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 any computer freehold register for the site—
- (i) the notification that section 24 of the Conservation Act 1987 does not apply to the site; and
- (ii) the notifications that the site is subject to **sections 100(3) and 105 of Parts 1 to 3**; or
- (b) part of the site, then the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on any computer freehold register for the part of the site that remains a reserve.
- (6) For a reserve site that is a jointly vested site, if the reservation of the site under **subpart 5** 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 any computer freehold register created under **section 99** for the site—
- (i) the notification that section 24 of the Conservation Act 1987 does not apply to the site; and
- (ii) the notification that the site is subject to **sections 100(3) and 106 of Parts 1 to 3**; or
- (b) part of the site, then the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on any computer freehold register, created under **section 99** or derived from a computer freehold register created under **section 99**, for the part of the site that remains a reserve.
- (7) The Registrar-General must comply with an application received in accordance with **subsection (5)(a) or (6)(a)**.

102 Application of other enactments

- (1) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under **subpart 5**, of the reserve status of a cultural redress property.

- (2) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
 - (a) the vesting of the fee simple estate (or a share of the fee simple estate) in a cultural redress property under **subpart 5**; or
 - (b) any matter incidental to, or required for the purpose of, the vesting.
- (3) The vesting of the fee simple estate (or a share of the fee simple estate) in a cultural redress property under **subpart 5** does not—
 - (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to subsurface minerals.
- (4) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of a deed of settlement in relation to a cultural redress property.

Provisions relating to reserve sites

103 Application of Reserves Act 1977 to reserve sites

- (1) The trustees in whom a reserve site is vested under **subpart 5** are the administering body of the reserve site for the purposes of the Reserves Act 1977, except as provided by **sections 95(5), 96(5), and 97(5)**.
- (2) 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.
- (3) Sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to a reserve site (other than Mātangi Āwhio (Nelson)).
- (4) If the reservation, under **subpart 5**, 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.

104 Joint management body for Pukatea/Whites Bay and Horahora-kākahu

- (1) A joint management body is established for Pukatea/Whites Bay and Horahora-kākahu.
- (2) Each of the following 3 groups of trustees may appoint 2 members to the joint management body:
 - (a) the trustees of the Rangitāne o Wairau Settlement Trust; and
 - (b) the trustees of the Ngāti Rārua Settlement Trust; and
 - (c) the trustees of the [Ngāti Toa Rangatira] Trust.
- (3) Sections 32 to 34 of the Reserves Act 1977 apply to the joint management body as if it were a Board.
- (4) **Subsection (3)** applies subject to **subsections (5) and (6)**.
- (5) The first meeting of the body must be held no later than 2 months after the settlement date.
- (6) If the 3 groups of trustees referred to in **subsection (2)** agree to adopt alternative provisions about meetings of the body,—
 - (a) those provisions apply; and
 - (b) section 32 of the Reserves Act 1977 does not apply.

105 Subsequent transfer of reserve site (other than jointly vested site)

- (1) This section applies to a reserve site (other than a jointly vested site) as long as the land, or any part of the land, in the site remains a reserve under the Reserves Act 1977 after vesting in any trustees under **subpart 5**.
- (2) In this section, **reserve land** means the land, or the part of the land, in the site that remains a reserve.
- (3) The fee simple estate in the reserve land may be transferred to any other person only in accordance with this section, despite any other enactment or rule of law.
- (4) 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 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 that Act.
- (5) The Registrar-General must, upon receiving the documents specified in **subsection (6)**, register the new owners as the proprietors of the fee simple estate in the reserve land.
- (6) The documents are—
 - (a) a transfer instrument to transfer the fee simple estate in the reserve land to the new owners, including a notification that the new owners are to hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer; and
 - (b) the written consent of the Minister of Conservation to the transfer of the reserve land; and
 - (c) any other document required for registration of the transfer instrument.
- (7) The new owners, from the time of registration under **subsection (5)**,—
 - (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.
- (8) Despite **subsections (1) and (2)**, this section does not apply to the transfer of the fee simple estate in reserve land if—
 - (a) the transferors of the reserve land are or were the trustees of a trust; and
 - (b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and
 - (c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that **paragraphs (a) and (b)** apply.

106 Subsequent transfer of jointly vested site

- (1) This section applies to a jointly vested site as long as the land, or any part of the land, in the site remains a reserve under the Reserves Act 1977 after vesting in any trustees under **subpart**

5 of this Part, subpart [5] of Part 5 of Parts 4 to 6, or subpart [5] of Part 8 of Parts 7 to 9.

- (2) In this section, **reserve land** means the land, or the part of the land, in the site that remains a reserve.
- (3) The fee simple estate (or a share of the fee simple estate) in the reserve land may be transferred only if—
 - (a) the transferors of the reserve land (or the share of the reserve land) are or were the trustees of a trust; and
 - (b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and
 - (c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that **paragraphs (a) and (b)** apply.
- (4) **Subsection (3)** applies despite any other enactment or rule of law.

107 No mortgage of reserve land

- (1) This section applies to a reserve site as long as the land, or any part of the land, in the site remains a reserve under the Reserves Act 1977 after the site (or a share of the site) has vested in any trustees under **subpart 5**.
- (2) In this section, **reserve land** means the land, or the part of the land, in the site that remains a reserve.
- (3) The registered proprietors of a reserve site must not mortgage, or give a security interest in, the reserve land or any part of the reserve land.

108 Saving of bylaws, etc, in relation to reserve sites

- (1) This section applies to any bylaw or prohibition, or any restriction on use or access, that an administering body or the Minister of Conservation made under the Reserves Act 1977 or the Conservation Act 1987 in relation to a reserve site before the site (or a share of the site) vested in any trustees under **subpart 5**.

- (2) The bylaw, prohibition, or restriction remains in force until it expires or is revoked under the Reserves Act 1977 or the Conservation Act 1987.

Subpart 7—Vesting and gift-back of properties

109 Vesting and gift-back of alpine tarns

- (1) The trustees of the Ngāti Apa ki te Rā Tō Trust may give written notice to the Minister of Conservation of the date on which the alpine tarns are to vest in the trustees.
- (2) The proposed date must be no later than 9 months after the settlement date.
- (3) The trustees must give the Minister of Conservation at least 40 business days' notice of the proposed date.
- (4) The Minister of Conservation must publish a notice in the *Gazette*—
 - (a) specifying the proposed date given by the trustees in accordance with **subsections (1) to (3)** (the **vesting date**); and
 - (b) stating that the fee simple estate in the alpine tarns vests in the trustees of the Ngāti Apa ki te Rā Tō Trust on the vesting date.
- (5) The fee simple estate in the alpine tarns vests in the trustees of the Ngāti Apa ki te Rā Tō Trust on the vesting date.
- (6) On the seventh day after the vesting date, the fee simple estate in the alpine tarns vests in the Crown as a gift back to the Crown by the trustees for the people of New Zealand.
- (7) Despite the vestings under **subsections (5) and (6)**,—
 - (a) the alpine tarns remain part of the Nelson Lakes National Park under the National Parks Act 1980, and that Act continues to apply to the national park, as if the vestings had not occurred; and
 - (b) any other enactment or any instrument that applied to the alpine tarns immediately before the vesting date continues to apply to them as if the vestings had not occurred; and

- (c) any encumbrance that affected the alpine tarns immediately before the vesting date continues to affect them as if the vestings had not occurred; and
 - (d) to the extent that the statutory acknowledgement, a deed of recognition, or the overlay classification applied to the alpine tarns immediately before the vesting date, it continues to apply to them as if the vestings had not occurred; and
 - (e) the Crown retains all liability for the alpine tarns as if the vestings had not occurred; and
 - (f) the vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment; and
 - (g) gift duty (under the Estate and Gift Duties Act 1968) is not payable on the vesting of the alpine tarns back in the Crown.
- (8) In this section, **alpine tarns** means the areas shown as “A”, “B”, “C”, “D”, “E”, and “F” on SO 432660.

110 Vesting and gift-back of Te Tai Tapu

- (1) The fee simple estate in Te Tai Tapu vests jointly in—
- (a) the trustees of the Ngāti Apa ki te Rā Tō Trust under this paragraph; and
 - (b) the trustees of the Ngāti Rārua Settlement Trust, the trustees of the Ngāti Tama Manawhenua ki Te Tau Ihu Trust, and the trustees of the Te Ātiawa o Te Waka-ā-Maui Trust under **section [113G(1)(a)] of Parts 4 to 6**.
- (2) On the seventh day after the settlement date, the fee simple estate in Te Tai Tapu vests in the Crown as a gift back to the Crown by the trustees for the people of New Zealand.
- (3) Despite the vestings under **subsections (1) and (2)**,—
- (a) Te Tai Tapu remains part of the North-west Nelson Forest Park under the Conservation Act 1987, and that Act continues to apply to the site, as if the vestings had not occurred; and
 - (b) any other enactment or any instrument that applied to Te Tai Tapu immediately before the settlement date con-

- tinues to apply to it as if the vestings had not occurred; and
- (c) any encumbrance that affected Te Tai Tapu immediately before the settlement date continues to affect it as if the vestings had not occurred; and
 - (d) the Crown retains all liability for Te Tai Tapu as if the vestings had not occurred; and
 - (e) the vestings are not affected by Part 4A of the Conservation Act, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment; and
 - (f) gift duty (under the Estate and Gift Duties Act 1968) is not payable on the vesting of Te Tai Tapu back in the Crown.
- (4) To the extent that the statutory acknowledgement applies to Te Tai Tapu, it applies only after the site vests back in the Crown.
 - (5) In this section, **Te Tai Tapu** means 28,600 hectares, approximately, being Lot 1 DP 11694, Section 5 SO 426795, and Sections 2, 4, and 6 and Parts Section 1 Square 17, Nelson Land District (as shown on SO 433299).

Subpart 8—Geographic names

111 Interpretation

In this subpart,—

new geographic name—

- (a) means—
 - (i) a geographic name to which an existing geographic name is altered under **section 112(1)**; or
 - (ii) a geographic name assigned to a geographic feature under **section 112(2)**; and
- (b) includes any alteration to a geographic name under **section 114**

New Zealand Geographic Board means the board continued by section 7 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

112 New geographic names

- (1) Each existing geographic name specified in the first column of the following clauses at the settlement date is altered to the new geographic name specified in the second column of the clauses:
- (a) clause 5.26.2 of the deed of settlement for Ngāti Apa ki te Rā Tō;
 - (b) clause 5.19.2 of the deed of settlement for Ngāti Kuia;
 - (c) clause 5.18.2 of the deed of settlement for Rangitāne o Wairau.
- (2) Each new geographic name specified in the first column of the following clauses at the settlement date is assigned to the geographic feature described in the second column of the clauses:
- (a) clause 5.26.1 of the deed of settlement for Ngāti Apa ki te Rā Tō;
 - (b) clause 5.19.1 of the deed of settlement for Ngāti Kuia;
 - (c) clause 5.18.1 of the deed of settlement for Rangitāne o Wairau.
- (3) The alteration or assignment of a geographic name is to be treated as if it were the alteration or assignment of the official geographic name by a determination of the New Zealand Geographic Board under section 19 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

113 Publication of new geographic names

The New Zealand Geographic Board must, as soon as practicable after the settlement date, comply with section 21(2) and (3) of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008 so that the alteration or assignment of each geographic name takes effect on the date of the *Gazette* notice published under that section.

114 Alteration of new geographic names

- (1) The New Zealand Geographic Board may alter any new geographic name or the geographic feature to which it applies only if the following trustees consent to the alteration:
- (a) the trustees of the settlement trusts; and
 - (b) the trustees of the related settlement trusts; and
 - (c) the trustees of the [Ngāti Toa Rangatira] Trust.

- (2) **Sections 112(3) and 113** apply, with any necessary modifications, to an alteration that complies with **subsection (1)**.
- (3) The power under this section to alter a new geographic name or the geographic feature to which it applies replaces any power to do so under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

Subpart 9—Customary use of eels

115 Acknowledgement of association

- (1) The Crown acknowledges the association of Ngāti Apa ki te Rā Tō with eels in the eels redress area.
- (2) In this section and **section 116**, **eels redress area** means the part of the Nelson Lakes National Park within the area shown on the map attached to the proposed conservation protocol set out in part 4 of the documents schedule of the deed of settlement for Ngāti Apa ki te Rā Tō at the settlement date.

116 Customary use of eels

- (1) The trustees of the Ngāti Apa ki te Rā Tō Trust may apply to the Minister of Conservation, on behalf of members of Ngāti Apa ki te Rā Tō who are specified in the application, for consent under section 5(2) of the National Parks Act 1980 to take eels for customary use from the eels redress area.
- (2) The Minister of Conservation may grant the consent to take eels only if he or she is satisfied that—
 - (a) there is no other reasonably accessible source of eels; and
 - (b) the eels are to be used for an extraordinary cultural event; and
 - (c) the taking of the eels will not adversely affect the preservation of the eel population and habitat in Nelson Lakes National Park.
- (3) If the Minister of Conservation is deciding whether to grant a consent, and information about the eel population or the adverse effects of the proposed taking of eels is absent, uncertain, unreliable, or inadequate, the Minister—
 - (a) must be cautious in deciding whether the requirement in **subsection (2)(c)** is met; and

- (b) must not use the absence, uncertainty, unreliability, or inadequacy of the information as a reason for granting the consent.
- (4) This section does not affect any provisions of the National Parks Act 1980 that relate to granting a consent, except as provided in **subsections (2) and (3)**.
- (5) A person who takes eels under a consent referred to in this section must also comply with any requirements of the Fisheries Act 1996 and any regulations made under that Act.

Subpart 10—Pakohe removal and consultation

117 Interpretation

In this subpart,—

mineral has the meaning given by section 2(1) of the Crown Minerals Act 1991

pakohe means metamorphosed indurated mudstone (otherwise known as argillite) that is grey-to-black in colour and associated with the Nelson/Marlborough region

relevant pakohe area, for Ngāti Kuia or Rangitāne o Wairau, means an area shown on a deed plan in part 2.5 of the attachments schedule of the deed of settlement for that iwi

river bed means the land that the waters of a river or other natural watercourse cover at its fullest flow without flowing over its banks.

118 Acknowledgement of association

The Crown acknowledges—

- (a) the long-standing cultural, historical, and traditional association of Ngāti Kuia and Rangitāne o Wairau with pakohe; and
- (b) the statements of association of Ngāti Kuia and Rangitāne o Wairau with pakohe, in the forms set out in part 2.2 of the documents schedule of the deed of settlement for each iwi at the settlement date.

119 Authorisation to search for and remove pakohe

- (1) A member of Ngāti Kuia who has written authorisation from the trustees of the Te Runanga o Ngāti Kuia Trust, or a member of Rangitāne o Wairau who has written authorisation from the trustees of the Rangitāne o Wairau Settlement Trust, may, by hand,—
- (a) search for pakohe in any part of a river bed in a relevant pakohe area; and
 - (b) remove pakohe from that part of the river bed.
- (2) A person who removes pakohe from a river bed under **subsection (1)** may also remove from the river bed, by hand, any other minerals that are—
- (a) bound to the pakohe; or
 - (b) reasonably necessary for working the pakohe by traditional methods.
- (3) A person who removes pakohe or minerals under **subsection (1) or (2)** must,—
- (a) each day, remove no more than the person can carry by hand in 1 load without assistance; and
 - (b) not use machinery or cutting equipment to remove the pakohe or minerals.

120 Access to river bed to search for and remove pakohe

A person who is authorised to search for pakohe in, and remove pakohe from, a river bed under **section 119** may access the river bed over conservation land for that purpose, but only—

- (a) on foot; or
- (b) by any means that are available to the public; or
- (c) by any other means, and subject to any conditions, specified in writing by the Director-General.

121 Obligations if accessing river bed

A person who accesses a river bed under **section 119 or 120** must take all reasonable care to do no more than minor damage to vegetation on, and other natural features of, the river bed and surrounding areas.

122 Relationship with other enactments

- (1) A person exercising a right under **section 119 or 120** must comply with all other lawful requirements (for example, under the Resource Management Act 1991).
- (2) However,—
 - (a) a person may exercise a right under **section 119 or 120** despite not having any authorisation required by the conservation legislation; and
 - (b) a permit is not required under section 8(1)(a) of the Crown Minerals Act 1991 to exercise a right under **section 119(1)**.
- (3) To avoid doubt, an activity that is not performed by exercising a right under **section 119(1)** may require a permit under section 8(1)(a) of the Crown Minerals Act 1991.
- (4) The rights under **sections 119 and 120** do not apply in relation to any part of a river bed that is—
 - (a) an ecological area declared under section 18 of the Conservation Act 1987; or
 - (b) an archaeological site (as defined by section 2 of the Historic Places Act 1993).

123 Consultation in relation to pakohe

- (1) This section applies if the Director-General exercises powers, or performs functions or duties, under conservation legislation in a manner likely to affect the relationship of Ngāti Kuia or Rangitāne o Wairau with pakohe located—
 - (a) in any part of a river bed in a relevant pakohe area; or
 - (b) on land in a relevant pakohe area that the Director-General knows is land from which pakohe is traditionally gathered.
- (2) The Director-General must, in exercising the powers, or performing the functions or duties,—
 - (a) have regard to the statements of association of Ngāti Kuia and Rangitāne o Wairau with pakohe referred to in **section 118(b)**; and
 - (b) consult the trustees of the Te Runanga o Ngāti Kuia Trust and the trustees of the Rangitāne o Wairau Settlement Trust; and
 - (c) have regard to the trustees' views.

124 Relevant pakohe area may be added to, or removed from, deed of settlement

- (1) Part 2.5 of the attachments schedule of the deed of settlement for Ngāti Kuia, or of the deed of settlement for Rangitāne o Wairau, may be amended by adding a deed plan showing another relevant pakohe area for that iwi, with the amendment having legal effect under this subpart, but only if—
 - (a) the area is conservation land that contains a river bed; and
 - (b) the area is in the conservation protocol area for that iwi; and
 - (c) the amendment is agreed to by the Director-General and the trustees of that iwi's settlement trust.
- (2) If a relevant pakohe area is proposed to be added to the deed of settlement for either Ngāti Kuia or Rangitāne o Wairau under **subsection (1)**, and the relevant protocol area is wholly or partly in the conservation protocol area of the other of those 2 iwi, then the Director-General must give written notice of the proposal to that other iwi.
- (3) Part 2.5 of the attachments schedule of the deed of settlement for Ngāti Kuia, or of the deed of settlement for Rangitāne o Wairau, may be amended by removing a deed plan showing a relevant pakohe area for that iwi, with the amendment having legal effect under this subpart, but only if the amendment is agreed to by the Director-General and the trustees of that iwi's settlement trust.

Subpart 11—Minerals fossicking right

125 Interpretation

In this subpart,—

relevant fossicking area, for a settlement iwi, means an area shown on the deed plan in part 2.4 of the attachments schedule of the deed of settlement for that iwi at the settlement date

river bed means the land that the waters of a river or other natural watercourse cover at its fullest flow without flowing over its banks.

126 Authorisation to search for and remove sand, shingle, or other natural material

- (1) A member of a settlement iwi who has written authorisation from the trustees of that iwi's settlement trust may, by hand,—
 - (a) search for any sand, shingle, or other natural material in any part of a river bed that is, or is bounded on either side by, conservation land in a relevant fossicking area; and
 - (b) remove the material from that part of the river bed.
- (2) A person who removes sand, shingle, or other natural material under **subsection (1)** must,—
 - (a) each day, remove no more than the person can carry by hand in 1 load without assistance; and
 - (b) not use machinery or cutting equipment to remove the material.

127 Access to river bed to search for and remove sand, shingle, or other natural material

A person who is authorised to search for sand, shingle, or other natural material in, and remove the material from, a river bed under **section 126** may access the river bed over conservation land for that purpose, but only—

- (a) on foot; or
- (b) by any means that are available to the public; or
- (c) by any other means, and subject to any conditions, specified in writing by the Director-General or the Commissioner of Crown Lands.

128 Obligations if accessing river bed

A person who accesses a river bed under **section 126 or 127** must take all reasonable care to do no more than minor damage to vegetation on, and other natural features of, the river bed and surrounding areas.

129 Relationship with other enactments

- (1) A person exercising a right under **section 126 or 127** must comply with all other lawful requirements (for example, under the Resource Management Act 1991).
- (2) However,—

- (a) a person may exercise a right under **section 126 or 127** despite not having any authorisation required by the conservation legislation; and
 - (b) a person may exercise a right under **section 126** despite not having any authorisation required by the Land Act 1948.
- (3) The rights under **sections 126 and 127** do not apply in relation to any part of a river bed that is—
- (a) an ecological area declared under section 18 of the Conservation Act 1987; or
 - (b) an archaeological site (as defined by section 2 of the Historic Places Act 1993); or
 - (c) land described in Schedule 4 of the Crown Minerals Act 1991.

Subpart 12—Statutory kaitiaki and customary use of tītī

130 Interpretation

In this subpart,—

Chetwode Islands means Chetwode Island Nature Reserve, being 323.7485 hectares, more or less, Nature Reserve, Block XXVI Gore Survey District (part *Gazette* 1904 page 2119, all *Gazette* 1934 page 878, and part *Gazette* 1975 page 922)

tītī means the young of the species *Puffinus griseus* (sooty shearwater), commonly known as a muttonbird

Tītī Island means Titi Island Nature Reserve, being 32.3748 hectares, more or less, Nature Reserve, Block XXIII Gore Survey District (part *Gazette* 1901 page 2034 and part *Gazette* 1975 page 922).

131 Statutory kaitiaki may advise Minister of Conservation

- (1) The trustees of the Te Runanga o Ngāti Kuia Trust are appointed as statutory kaitiaki of Tītī Island and the Chetwode Islands.
- (2) The trustees, as statutory kaitiaki of the islands, may advise the Minister of Conservation on—
 - (a) the management of the tītī population on the islands; and

- (b) applications under section 57 of Reserves Act 1977 for access to the islands.
- (3) The Minister of Conservation must have regard to the trustees' advice when making a decision on a matter referred to in **subsection (2)**.

132 Customary use of tītī by Ngāti Kuia

- (1) The trustees of the Te Runanga o Ngāti Kuia Trust may apply to the Minister of Conservation, on behalf of members of Ngāti Kuia who are specified in the application, for—
 - (a) an authorisation under section 50(1) of the Reserves Act 1977 to take and kill tītī on Tītī Island and the Chetwode Islands for customary use; and
 - (b) a permit under section 57(1) of the Reserves Act 1977 to access the islands for the purposes described in **paragraph (a)**.
- (2) The trustees of the Te Runanga o Ngāti Kuia Trust may apply to the Director-General, on behalf of members of Ngāti Kuia who are specified in the application, for an authorisation under section 53(1) of the Wildlife Act 1953 to kill tītī on Tītī Island and the Chetwode Islands for customary use.
- (3) The Minister of Conservation or the Director-General may grant an authorisation or permit referred to in **subsection (1) or (2)**, in relation to tītī, only if he or she is satisfied that the killing of those tītī will not adversely affect the long-term survival of the tītī population on the islands.
- (4) This section does not affect any provisions of the Reserves Act 1977 or the Wildlife Act 1953 that relate to granting an authorisation or permit, except as provided in **subsection (3)**.

133 Customary use of tītī by Rangitāne o Wairau

- (1) The trustees of the Rangitāne o Wairau Settlement Trust may apply to the Minister of Conservation, on behalf of members of Rangitāne o Wairau who have traditionally used tītī from Tītī Island and the Chetwode Islands and who are specified in the application, for—

- (a) an authorisation under section 50(1) of the Reserves Act 1977 to take and kill tītī on the islands for customary use; and
 - (b) a permit under section 57(1) of the Reserves Act 1977 to access the islands for the purposes described in **paragraph (a)**.
- (2) The trustees of the Rangitāne o Wairau Settlement Trust may apply to the Director-General, on behalf of members of Rangitāne o Wairau who have traditionally used tītī from Tītī Island and the Chetwode Islands and who are specified in the application, for an authorisation under section 53(1) of the Wildlife Act 1953 to kill tītī on the islands for customary use.
- (3) The Minister of Conservation or the Director-General may grant an authorisation or permit referred to in **subsection (1) or (2)**, in relation to tītī, only if he or she is satisfied that killing those tītī will not adversely affect the long-term survival of the tītī population on the islands.
- (4) This section does not affect any provisions of the Reserves Act 1977 or the Wildlife Act 1953 that relate to granting an authorisation or permit, except as provided in **subsection (3)**.

Subpart 13—Recognition of historical association with Endeavour Inlet

- 134 Recognition of historical association with Endeavour Inlet**
The Crown recognises the historical association of Rangitāne o Wairau with Endeavour Inlet.

Subpart 14—River and freshwater advisory committee

- 135 Advisory committee established**
An advisory committee is established to provide advice in relation to the management of rivers and fresh water within the regions of the following councils (the **relevant councils**):
- (a) Marlborough District Council; and
 - (b) Nelson City Council; and
 - (c) Tasman District Council.

136 Appointment of members to advisory committee

- (1) The advisory committee consists of no more than 8 members.
- (2) One member may be appointed by the trustees of each of the 3 settlement trusts, the 4 related settlement trusts, and the [Ngāti Toa Rangatira] Trust.
- (3) The trustees of a trust may appoint a member by giving a written notice with the following details to the trustees of the other 7 trusts:
 - (a) the member's full name, address, and other contact details; and
 - (b) the date on which the appointment takes effect, which must be no earlier than the date of the notice.

137 Advisory committee may provide advice

- (1) The advisory committee may provide written advice, in reply to an invitation under **section 138**, in relation to the management of rivers and fresh water within the region of a relevant council before the council—
 - (a) makes any decisions on the review of a policy statement or plan under section 79 of the Resource Management Act 1991; or
 - (b) starts to prepare or change a policy statement or plan under Part 1 of Schedule 1 of that Act; or
 - (c) notifies a proposed policy statement or plan under clause 5 of Schedule 1 of that Act.
- (2) If the committee and a relevant council agree in writing, the committee may provide written advice to the council on any other matter in relation to the Resource Management Act 1991.
- (3) The committee or the council may terminate any agreement to provide advice under **subsection (2)** by giving written notice to the other party.

138 Council must invite and have regard to advice

- (1) A relevant council must comply with this section before performing any action referred to in **section 137(1)(a) to (c)**.
- (2) The council must provide a written invitation to the advisory committee to provide written advice in relation to the action.

- (3) The council must have regard to advice received from the committee under **section 137(1)** in reply to an invitation if the advice is received—
 - (a) before the day that is 2 months after the day on which the committee received the invitation; or
 - (b) before any other day agreed to by the council and the committee.
- (4) The council must have regard to any advice received from the committee under **section 137(2)** if it is reasonably practicable to do so.

139 Procedure and meetings of advisory committee

- (1) The advisory committee must—
 - (a) regulate its own procedure; and
 - (b) make decisions only with the agreement of all of the members who are present at a meeting; and
 - (c) conduct proceedings with a quorum of a majority of the members who have been appointed to the committee; and
 - (d) provide the relevant councils with an address to which the councils must send notices to the committee.
- (2) The committee may request that a relevant council have 1 or more representatives attend a meeting of the committee.
- (3) In making the request, the committee must—
 - (a) give the council 10 business days' notice of the meeting in writing; and
 - (b) provide the council with an agenda for the meeting.
- (4) The council must have 1 or more representatives attend the meeting if it is reasonably practicable to do so, but the council may decide on the number of representatives at its discretion.
- (5) Each relevant council need not have representatives attend more than 4 meetings each year.

140 Advisory committee may request information

- (1) The advisory committee may make a written request for information from a relevant council in relation to an action or proposed action of a council referred to in **section 137(1)(a) to (c)**.

- (2) The council must provide the requested information to the committee if it is reasonably practicable to do so.

141 Other obligations under Resource Management Act 1991

This subpart does not limit the obligations of a relevant council under the Resource Management Act 1991.

Subpart 15—Wairau boulder bank
conservation management plan

142 Preparation of conservation management plan

- (1) The Director-General must prepare a conservation management plan that applies to—
- (a) the boulder bank site; and
 - (b) Te Pokohiwi.
- (2) The plan is a conservation management plan for the purposes of section 40B of the Reserves Act 1977.
- (3) The Director-General must start to prepare a draft of the plan under section 17G of the Conservation Act 1987 no later than 18 months after the settlement date.
- (4) In preparing any draft of the plan, the Director-General must consult the trustees of the Rangitāne o Wairau Settlement Trust and the trustees of the Ngāti Rārua Settlement Trust under section 17F(a) of the Conservation Act 1987.
- (5) Any decision on what to do with the plan under section 17G(2) of the Conservation Act 1987 must be made jointly by the Nelson/Marlborough Conservation Board and the trustees of the Rangitāne o Wairau Settlement Trust.
- (6) The plan must, among other things,—
- (a) include a separate chapter for Te Pokohiwi; and
 - (b) address issues with vehicle access for the land contained in computer freehold register MB30/286.
- (7) In this section, **boulder bank site** has the meaning given by **section 90(10)**.

Part 3**Commercial redress****Subpart 1—Transfer of commercial redress
properties, deferred selection properties, and
Woodbourne land****143 The Crown may transfer properties**

- (1) To give effect to part 6 of a deed of settlement, and any of parts 2 to 6 of the property redress schedule of a deed of settlement, the Crown (acting by and through the chief executive of the land holding agency) is authorised to do 1 or both of the following:
 - (a) transfer the fee simple estate in a commercial redress property, deferred selection property, or any Woodbourne land to the trustees of a settlement trust:
 - (b) sign a transfer instrument or other document, or do anything else, to effect the transfer.
- (2) However, if any Woodbourne land is to transfer to the trustees of 2 or more settlement trusts, then, to give effect to part 6 of a deed of settlement, and any of parts 2 and 4 to 6 of the property redress schedule of a deed of settlement, the Crown (acting by and through the chief executive of the land holding agency) is authorised to do 1 or both of the following:
 - (a) transfer an undivided share of the fee simple estate in the land to the trustees of each trust as tenants in common:
 - (b) sign 1 or more transfer instruments or other documents, or do anything else, to effect the transfer.

144 Registrar-General to create computer freehold register

- (1) To the extent that a commercial redress property, a deferred selection property, or any Woodbourne land is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of the property, the Registrar-General must, in accordance with a written application by an authorised person,—
 - (a) create a computer freehold register for the fee simple estate in the property in the name of the Crown; and

- (b) record on the computer freehold register any encumbrances that are registered, notified, or notifiable and that are described in the application; and
 - (c) omit any statement of purpose from the computer freehold register.
- (2) However, for any Woodbourne land that is to transfer to the trustees of 2 or more settlement trusts, the Registrar-General must, in accordance with written applications by an authorised person,—
 - (a) create, in the name of the Crown, a computer freehold register for each undivided share of the fee simple estate in the land; and
 - (b) record on the relevant registers any encumbrances that are registered, notified, or notifiable and that are described in the applications; and
 - (c) omit any statement of purpose from the registers.
- (3) **Subsections (1) and (2)** are subject to the completion of any survey necessary to create a computer freehold register.
- (4) The authorised person may grant a covenant to arrange for the later creation of a computer freehold register for any land that is to be transferred to the trustees of a settlement trust.
- (5) Despite the Land Transfer Act 1952,—
 - (a) the authorised person may request the Registrar-General to register a covenant (as referred to in **subsection (4)**) under the Land Transfer Act 1952 by creating a computer interest register; and
 - (b) the Registrar-General must register the covenant in accordance with **paragraph (a)**.
- (6) In this section, **authorised person** means a person authorised by the chief executive of the land holding agency for the relevant property.

145 Application of other enactments

- (1) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
 - (a) the transfer of a commercial redress property, a deferred selection property, or any Woodbourne land to the trustees of a settlement trust; or

- (b) a leaseback of the property to the Crown or another lease for a public work, in accordance with part 6 of a deed of settlement; or
 - (c) any matter incidental to, or required for the purpose of, the transfer or lease.
- (2) The transfer of a commercial redress property, a deferred selection property, or any Woodbourne land to the trustees of a settlement trust does not—
 - (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to subsurface minerals.
- (3) The transfer of a commercial redress property, a deferred selection property, or any Woodbourne land to the trustees of a settlement trust 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.
- (4) In exercising the powers conferred by **section 143**, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a commercial redress property, a deferred selection property, or any Woodbourne land.
- (5) **Subsection (4)** is subject to **subsections (2) and (3)**.
- (6) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of part 6 of a deed of settlement, and any of parts 2 to 6 of the property redress schedule of a deed of settlement, in relation to the transfer of a commercial redress property, a deferred selection property, or any Woodbourne land.

146 Transfer of certain deferred selection properties

- (1) This section applies to—
 - (a) either of the following properties described in part 3.6 of the property redress schedule of the deed of settlement for Ngāti Apa ki te Rā Tō if beneficial ownership of the property transfers to the trustees of the Ngāti Apa ki te Rā Tō Trust in accordance with part 3 of that schedule:

- (i) Melville Cove; or
 - (ii) Tunnel Bay; or
 - (b) either of the following properties described in part 3.6 of the property redress schedule of the deed of settlement for Ngāti Kuia if beneficial ownership of the property transfers to the trustees of the Te Runanga o Ngāti Kuia Trust in accordance with part 3 of that schedule:
 - (i) Anakoha; or
 - (ii) Manaroa; or
 - (c) either of the following properties described in part 3.6 of the property redress schedule of the deed of settlement for Rangitāne o Wairau if beneficial ownership of the property transfers to the trustees of the Rangitāne o Wairau Settlement Trust in accordance with part 3 of that schedule:
 - (i) Inner Endeavour Inlet (Section 28); or
 - (ii) Inner Endeavour Inlet (Section 29).
- (2) Immediately before the transfer,—
 - (a) any part of the property that is a conservation area under the Conservation Act 1987 ceases to be a conservation area; and
 - (b) the reservation of any part of the property as any class of reserve subject to the Reserves Act 1977 is revoked.
- (3) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation of reserve status under **subsection (2)(b)**.

147 Transfer of Nelson High/District Courthouse

- (1) This section applies if beneficial ownership of the property described as Nelson High/District Courthouse (the **courthouse site**) in part 3.6 of the property redress schedule of the deed of settlement for Ngāti Apa ki te Rā Tō transfers to the trustees of the Ngāti Apa ki te Rā Tō Trust in accordance with part 3 of that schedule.
- (2) Immediately before the transfer, the reservation of the courthouse site as any class of reserve subject to the Reserves Act 1977 is revoked.
- (3) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation of reserve status under **subsection (2)**.

- (4) Immediately after the transfer, the courthouse site is declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (5) The trustees of the Ngāti Apa ki te Rā Tō Trust are the administering body of the reserve for the purposes of the Reserves Act 1977.
- (6) The reserve created by **subsection (4)** is named Nelson Courthouse Historic Reserve.
- (7) Any lease granted to the Crown over the courthouse site in accordance with the deed of settlement for Ngāti Apa ki te Rā Tō—
 - (a) is enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
 - (b) is to be treated as having been granted in accordance with that Act.
- (8) From the time of the transfer,—
 - (a) sections 48A, 114, and 115 of the Reserves Act 1977 apply to the courthouse site, despite sections 48A(6), 114(5), and 115(6) of that Act; and
 - (b) sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to the courthouse site; and
 - (c) if the reservation under **subsection (4)** is revoked under section 24 of the Reserves Act 1977 in relation to all or part of the courthouse site, section 25 of that Act (except subsection (2)) does not apply to the revocation; and
 - (d) **section 105** applies to the courthouse site as if it were a reserve site that vested in trustees under **subpart 5 of Part 2**.
- (9) The Registrar-General must, upon the registration of the transfer of the courthouse site, record on any computer freehold register for the site that the land is subject to **section 147(8)(d) of Parts 1 to 3**.
- (10) If the reservation under **subsection (4)** is revoked in relation to—
 - (a) all of the courthouse site, then the Director-General must apply in writing to the Registrar-General to remove from any computer freehold register for the

- site the notification that the site is subject to **section 147(8)(d) of Parts 1 to 3**; or
- (b) part of the courthouse site, then the Registrar-General must ensure that the notification referred to in **paragraph (a)** remains only on any computer freehold register for the part of the site that remains a reserve.
- (11) The Registrar-General must comply with an application received in accordance with **subsection (10)(a)**.

148 Transfer of properties subject to lease

- (1) This section applies to a commercial redress property or deferred selection property—
- (a) for which the land holding agency is the Ministry of Education; and
- (b) the beneficial ownership of which is to transfer to the trustees of a settlement trust in accordance with part 2 or 3 of the property redress schedule of a deed of settlement; and
- (c) that, after the transfer, is to be subject to a lease back to the Crown.
- (2) This section also applies to any Woodbourne land—
- (a) the beneficial ownership of which is to transfer to the trustees of a settlement trust in accordance with part 6 of a deed of settlement, and any of parts 2 and 4 to 6 of the property redress schedule of a deed of settlement; and
- (b) that, after the transfer, is to be subject to a lease for a public work.
- (3) Despite **section 145(3)** (which refers to section 24(2A) of the Conservation Act 1987), the rest of section 24 of that Act does not apply to the transfer of the property.
- (4) The Registrar-General must, upon the registration of the transfer of the property, record on any computer freehold register for the property—
- (a) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
- (b) that the land is subject to **section 148(6) and (7) of Parts 1 to 3**.

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- (5) A notification made under **subsection (4)** that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.
- (6) If the lease referred to in **subsection (1)(c) or (2)(b)** (or a renewal of that lease) terminates, or expires without being renewed, in relation to all or part of the property, the transfer of the property is no longer exempt from the rest of section 24 of the Conservation Act 1987 in relation to all or that part of the property, as the case may be.
- (7) If the lease referred to in **subsection (1)(c) or (2)(b)** (or a renewal of that lease) terminates, or expires without being renewed, in relation to all or part of the property, then the registered proprietors of the property must apply in writing to the Registrar-General to,—
- (a) if none of the property remains subject to such a lease, remove from the computer freehold register for the property any notifications that—
 - (i) section 24 of the Conservation Act 1987 does not apply to the land; and
 - (ii) the land is subject to **section 148(6) and (7) of Parts 1 to 3**; or
 - (b) if only part of the property remains subject to such a lease (the **leased part**), amend any notifications on the computer freehold register for the property to record that, in relation to only the leased part,—
 - (i) section 24 of the Conservation Act 1987 does not apply to that part; and
 - (ii) that part is subject to **section 148(6) and (7) of Parts 1 to 3**.
- (8) The Registrar-General must comply with an application received in accordance with **subsection (7)** free of charge to the applicant.

Subpart 2—Unlicensed land

149 Transfer of unlicensed land as deferred selection RFR land

- (1) This section applies if the unlicensed land is to transfer to the trustees of the Ngāti Apa ki te Rā Tō Trust under a contract formed under **section 165**.
- (2) **Sections 143(1) and 145(2) to (5)** apply to the unlicensed land as if—
 - (a) the land were a deferred selection property; and
 - (b) **section 143(1)** were able to be applied to give effect to the contract; and
 - (c) the land holding agency were the Ministry of Agriculture and Forestry.

150 Application of rest of subpart

The rest of this subpart applies only if beneficial ownership of the unlicensed land transfers to the trustees of the Ngāti Apa ki te Rā Tō Trust—

- (a) in accordance with part 3 of the property redress schedule of a deed of settlement; or
- (b) under a contract formed under **section 165**.

151 Effect of transfer of unlicensed land

Immediately before the transfer referred to in **section 150**, the unlicensed land ceases to be Crown forest land, and any Crown forestry assets associated with that land cease to be Crown forestry assets, under the Crown Forest Assets Act 1989.

152 Forestry rights after transfer of unlicensed land

- (1) At the time of the transfer referred to in **section 150**, any lessee of the unlicensed land under registered lease 134699A is to be treated as if it had been appointed, under section 24H(1) of the Conservation Act 1987, to be the manager of any marginal strip within the unlicensed land.
- (2) The lessee may do 1 or more of the following things in relation to the marginal strip:

- (a) exercise the powers of a manager under section 24H of the Conservation Act 1987;
- (b) establish, develop, grow, manage, and maintain a forest on the marginal strip as if the marginal strip were subject to the lease of the unlicensed land;
- (c) exercise the lessee's rights under the lease of the unlicensed land as if the marginal strip were subject to the lease.

Subpart 3—Right of access to protected sites

153 Application of subpart

This subpart applies only if beneficial ownership of the unlicensed land transfers to the trustees of the Ngāti Apa ki te Rā Tō Trust—

- (a) in accordance with part 3 of the property redress schedule of a deed of settlement; or
- (b) under a contract formed under **section 165**.

154 Interpretation

- (1) In this subpart, **protected site** means any area of land situated in unlicensed land that—
 - (a) becomes a registered place; and
 - (b) is wahi tapu or a wahi tapu area.
- (2) In **subsection (1)**, **registered place**, **wahi tapu**, and **wahi tapu area** have the meanings given by section 2 of the Historic Places Act 1993.

155 Right of access to protected site

- (1) The owner of land on which a protected site is situated and any person holding an interest in, or a right of occupancy to, the land must allow the people referred to in **subsection (2)** to have access across the land to each protected site.
- (2) The people are Māori for whom the protected site is of special cultural, spiritual, or historical significance.
- (3) The right of access may be exercised by vehicle or by foot over any reasonably convenient routes specified by the owner, and is subject to the following conditions:

- (a) a person intending to exercise the right of access must give the owner reasonable notice, in writing, of his or her intention to exercise that right; and
- (b) the right of access may be exercised only at reasonable times and during daylight hours; and
- (c) a person exercising the right must observe any reasonable conditions imposed by the owner that—
 - (i) relate to the time, location, or manner of access; and
 - (ii) are reasonably required for the safety of people, for the protection of land, improvements, flora, fauna, plant, equipment, or livestock, or for operational reasons.

156 Right of access subject to registered lease

- (1) The right of access under **section 155** is subject to the terms of any registered lease of the unlicensed land—
 - (a) granted before the time of the transfer referred to in **section 153**; or
 - (b) granted on or after that time under a right of renewal contained in a registered lease granted before that time.
- (2) However, **subsection (1)** does not apply if the lessee has agreed to an exercise of the right.
- (3) An amendment to a registered lease is of no effect to the extent that it would—
 - (a) delay the date from which a person may exercise a right of access under **section 155**; or
 - (b) adversely affect the right of access in any other way.

157 Notation on computer freehold register

- (1) This section applies to any unlicensed land on which a protected site is situated.
- (2) The Registrar-General must, in accordance with a written application by an authorised person, record on the computer freehold register for the land that the land is subject to this subpart of **Parts 1 to 3**.
- (3) An application must be made as soon as is reasonably practicable after—

- (a) the date of the transfer referred to in **section 153**; or
 - (b) a computer freehold register has been created for the land, if the computer freehold register has not been created by that date.
- (4) In this section, **authorised person** means a person authorised by the Director-General of the Ministry of Agriculture and Forestry.

Subpart 4—Right of first refusal in relation to RFR land

Interpretation

158 Interpretation

In this subpart and **Schedule 6**, unless the context requires another meaning,—

deferred selection RFR land means a property—

- (a) that is listed in part 3.6 or 3.7 of the property redress schedule of the deed of settlement for a settlement iwi or a related settlement iwi, other than the property described as Nelson High/District Courthouse in the deed of settlement for Ngāti Apa ki te Rā Tō; and
- (b) that has not been transferred, and is no longer able to be transferred, in accordance with part 3 of that schedule,—
 - (i) for a settlement iwi, to the trustees of that iwi's settlement trust; or
 - (ii) for a related settlement iwi, to the trustees of that iwi's related settlement trust

dispose of, for RFR land,—

- (a) means to—
 - (i) transfer or vest the fee simple estate in the land; or
 - (ii) grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), for 50 years or longer; but
- (b) to avoid doubt, does not include to—
 - (i) mortgage, or give a security interest in, the land; or

- (ii) grant an easement over the land; or
- (iii) consent to an assignment of a lease, or to a sub-lease, of the land; or
- (iv) remove an improvement, fixture, or fitting from the land

expiry date, for an offer, means its expiry date under **sections 161(a) and 162**

general RFR land means land described in part 3 of the attachments schedule of the deed of settlement for a settlement iwi if, on the settlement date, the land is—

- (a) vested in the Crown; or
- (b) held in fee simple by the Crown or a Crown body

notice means a notice under this subpart

offer means an offer by an RFR landowner to dispose of RFR land to the trustees of an offer trust

offer trust means, for each of the following types of RFR land (or land obtained in exchange for the disposal of that land), the specified trust or each of the specified trusts:

- (a) for general RFR land, the settlement trust of the iwi whose deed of settlement describes the land; or
- (b) for deferred selection RFR land, the 3 settlement trusts and the 4 related settlement trusts; or
- (c) for specified area RFR land, the 3 settlement trusts, the 4 related settlement trusts, and the [Ngāti Toa Rangatira] Trust

recipient trust means, for each of the following types of RFR land (or land obtained in exchange for the disposal of that land), the specified trust:

- (a) for general RFR land, the settlement trust of the iwi whose deed of settlement describes the land; or
- (b) for deferred selection RFR land or specified area RFR land, the 1 offer trust whose trustees accept an offer to dispose of the land under **section 164**

RFR landowner, for RFR land,—

- (a) means the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and
- (b) means a Crown body, if the body holds the fee simple estate in the land; and

- (c) includes a local authority to which RFR land has been disposed of under **section 167(1)**; but
- (d) to avoid doubt, does not include an administering body in which RFR land is vested under **section 168(1)**

RFR period means,—

- (a) for the general RFR land,—
 - (i) the period of 169 years starting on the settlement date; or
 - (ii) the period of 60 years starting on the settlement date, for the land described as the Tītīrangī Bay RFR area, or the land described as the Waitaria Bay RFR area, in part 3 of the attachments schedule of the deed of settlement for Ngāti Kuia:
- (b) for the deferred selection RFR land and the specified area RFR land, the period of 100 years starting on the settlement date

specified area RFR land means land in the South Island within the area shown on deed plan OTS-099-91 (in part 2 of the attachments schedule of a deed of settlement) that, on the settlement date,—

- (a) is vested in the Crown or held in fee simple by the Crown; and
- (b) is not land that is to, or may, transfer to or vest in trustees as redress under the deed of settlement for a settlement iwi, a related settlement iwi, or Ngāti Toa Rangatira; and
- (c) is not conservation land; and
- (d) is not subject to a pastoral lease under Part 1 of the Crown Pastoral Land Act 1998.

159 Meaning of RFR land

- (1) In **Parts 1 to 3**, **RFR land** means—
 - (a) the general RFR land; and
 - (b) the deferred selection RFR land; and
 - (c) the specified area RFR land; and
 - (d) land obtained in exchange for a disposal of RFR land under **section 172(1)(c) or 173**.
- (2) However, land ceases to be RFR land if—

- (a) the RFR landowner transfers the fee simple estate in the land to—
 - (i) the trustees of a recipient trust (for example, under a contract formed under **section 165**); or
 - (ii) any other person (including the Crown or a Crown body) under **section 160(3)**; or
- (b) the RFR landowner transfers or vests the fee simple estate in the land to or in a person other than the Crown or a Crown body under—
 - (i) any of **sections 169 to 176**; or
 - (ii) anything referred to in **section 177(1)**; or
- (c) the land's RFR period ends.

Restrictions on disposal of RFR land

160 Restrictions on disposal of RFR land

- (1) An RFR landowner must not dispose of RFR land to any person other than the trustees of a recipient trust unless the land is disposed of under **subsection (2) or (3)**.
- (2) The RFR land may be disposed of under any of **sections 166 to 176** or under anything referred to in **section 177(1)**.
- (3) The RFR land may be disposed of within 2 years after the expiry date of an offer by the RFR landowner to dispose of the land to the trustees of an offer trust, if the offer was—
 - (a) made in accordance with **section 161**; and
 - (b) on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person referred to in **subsection (1)**; and
 - (c) not withdrawn under **section 163**; and
 - (d) not accepted under **section 164**.

Trustees' right of first refusal

161 Requirements for offer

An offer by an RFR landowner to dispose of RFR land to the trustees of an offer trust must be by notice to the trustees of the 1 or more offer trusts, incorporating—

- (a) the terms of the offer, including its expiry date; and

- (b) a legal description of the land (including any encumbrances affecting it) and the reference for any computer register that contains the land; and
- (c) a street address for the land (if applicable); and
- (d) a street address, postal address, and fax number for the trustees to give notices to the RFR landowner in relation to the offer; and
- (e) a statement that the RFR land is general RFR land, deferred selection RFR land, or specified area RFR land (whichever applies).

162 Expiry date of offer

- (1) The expiry date of an offer must be on or after the 40th business day after the day on which the trustees of the 1 or more offer trusts receive notice of the offer.
- (2) However, **subsections (3) and (4)** override **subsection (1)**.
- (3) The expiry date of an offer may be on or after the 20th business day after the day on which the trustees receive notice of the offer if—
 - (a) the trustees received an earlier offer to dispose of the land; and
 - (b) the expiry date of the earlier offer was no earlier than 6 months before the expiry date of the later offer; and
 - (c) the earlier offer was not withdrawn.
- (4) For an offer of deferred selection RFR land or specified area RFR land, if the RFR landowner has received notice of acceptance from the trustees of 2 or more offer trusts at the end of the expiry date specified in the notice of offer given under **section 161**, the expiry date is extended only for the trustees of those 2 or more offer trusts to the 20th business day after the day on which the trustees receive the landowner's notice given under **section 164(4)**.

163 Withdrawal of offer

The RFR landowner may, by notice to the trustees of the 1 or more offer trusts, withdraw an offer at any time before it is accepted.

164 Acceptance of offer

- (1) The trustees of an offer trust may, by notice to the RFR landowner who made an offer, accept the offer if—
 - (a) it has not been withdrawn; and
 - (b) its expiry date has not passed.
- (2) The trustees must accept all the RFR land offered, unless the offer permits them to accept less.
- (3) For an offer of deferred selection RFR land or specified area RFR land,—
 - (a) the offer is accepted only if the RFR landowner has received notice of acceptance from the trustees of only 1 offer trust at the end of the expiry date; and
 - (b) if the landowner has received notice of acceptance from the trustees of 2 or more offer trusts at the end of the expiry date specified in the notice of offer given under **section 161**, the landowner has 10 business days to give notice under **subsection (4)** to the trustees of those 2 or more offer trusts.
- (4) The notice must—
 - (a) specify the offer trusts from whose trustees notices of acceptance have been received; and
 - (b) state that the offer may be accepted by the trustees of only 1 of those offer trusts before the end of the 20th business day after the day on which they receive the landowner's notice under this subsection.

165 Formation of contract

- (1) If the trustees of an offer trust accept, under **section 164**, an offer by an RFR landowner to dispose of RFR land, a contract for the disposal of the land is formed between the landowner and the trustees on the terms in the offer, including the terms set out in **subsections (3) to (6)**.
- (2) The terms of the contract may be varied by written agreement between the landowner and the trustees.
- (3) Under the contract, the trustees may nominate any person other than the trustees (the **nominee**) to receive the transfer of the RFR land.

- (4) The trustees may nominate a nominee only by giving notice to the landowner on or before the day that is 10 business days before the day on which the transfer is to settle.
- (5) The notice must specify—
 - (a) the full name of the nominee; and
 - (b) any other details about the nominee that the landowner needs in order to transfer the RFR land to the nominee.
- (6) If the trustees nominate a nominee, the trustees remain liable for the obligations of the transferee under the contract.

Disposals to others where land remains RFR land

166 Disposals to the Crown or Crown bodies

- (1) An RFR landowner may dispose of RFR land to—
 - (a) the Crown; or
 - (b) a Crown body.
- (2) To avoid doubt, the Crown may dispose of RFR land to a Crown body in accordance with section 143(5) or 206 of the Education Act 1989.

167 Disposals of existing public works to local authorities

- (1) An RFR landowner may dispose of RFR land that is a public work, or part of a public work, in accordance with section 50 of the Public Works Act 1981 to a local authority (as defined by section 2 of the Public Works Act 1981).
- (2) To avoid doubt, if RFR land is disposed of to a local authority under **subsection (1)**, the local authority becomes—
 - (a) the RFR landowner of the land; and
 - (b) subject to the obligations of an RFR landowner under this subpart.

168 Disposals of reserves to administering bodies

- (1) An RFR landowner may dispose of RFR land in accordance with section 26 or 26A of the Reserves Act 1977.
- (2) To avoid doubt, if RFR land that is a reserve is vested in an administering body under **subsection (1)**, the administering body does not become—
 - (a) the RFR landowner of the land; or

- (b) subject to the obligations of an RFR landowner under this subpart.
- (3) However, if RFR land vests back in the Crown under section 25 or 27 of the Reserves Act 1977, the Crown becomes—
 - (a) the RFR landowner of the land; and
 - (b) subject to the obligations of an RFR landowner under this subpart.

*Disposals to others where land may cease to be
RFR land*

169 Disposals in accordance with enactment or rule of law

An RFR landowner may dispose of RFR land in accordance with an obligation under any enactment or rule of law.

170 Disposals in accordance with legal or equitable obligation

An RFR landowner may dispose of RFR land in accordance with—

- (a) a legal or equitable obligation that—
 - (i) was unconditional before the settlement date; or
 - (ii) was conditional before the settlement date but became unconditional on or after the settlement date; or
 - (iii) arose after the exercise (whether before, on, or after the settlement date) of an option existing before the settlement date; or
- (b) the requirements, existing before the settlement date, of a gift, endowment, or trust relating to the land.

171 Disposals by the Crown under certain legislation

The Crown may dispose of RFR land in accordance with—

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

172 Disposals of land held for public works

- (1) An RFR landowner may dispose of RFR land in accordance with—

- (a) section 40(2) or (4) or 41 of the Public Works Act 1981 (including as applied by another enactment); or
 - (b) section 52, 105(1), 106, 114(3), 117(7), or 119 of the Public Works Act 1981; or
 - (c) section 117(3)(a) of the Public Works Act 1981; or
 - (d) section 117(3)(b) of the Public Works Act 1981 if the land is disposed of to the owner of adjoining land; or
 - (e) section 23(1) or (4), 24(4), or 26 of the New Zealand Railways Corporation Restructuring Act 1990.
- (2) To avoid doubt, RFR land may be disposed of by an order of the Maori Land Court under section 134 of Te Ture Whenua Maori Act 1993 after an application by an RFR landowner under section 41(e) of the Public Works Act 1981.

173 Disposals for reserve or conservation purposes

An RFR landowner may dispose of RFR land in accordance with—

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

174 Disposals for charitable purposes

An RFR landowner may dispose of RFR land as a gift for charitable purposes.

175 Disposals to tenants

The Crown may dispose of RFR land—

- (a) that was held for education purposes on the settlement date to a person who, immediately before the disposal, is a tenant of the land or of all or part of a building on the land; or
- (b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land—
 - (i) granted before the settlement date; or
 - (ii) granted on or after the settlement date under a right of renewal contained in a lease granted before the settlement date; or
- (c) under section 93(4) of the Land Act 1948.

176 Disposals by Housing New Zealand Corporation

Housing New Zealand Corporation, or any of its subsidiaries, may dispose of RFR land to any person if the Corporation has given notice to the trustees of the 1 or more offer trusts that, in the Corporation's opinion, the disposal is to give effect to, or assist in giving effect to, the Crown's social objectives in relation to housing or services related to housing.

177 RFR landowner's obligations subject to other things

- (1) An RFR landowner's obligations under this subpart in relation to RFR land are subject to—
 - (a) any other enactment or rule of law but, for a Crown body, the obligations apply despite the purpose, functions, or objectives of the Crown body; and
 - (b) any encumbrance, or legal or equitable obligation,—
 - (i) that prevents or limits an RFR landowner's disposal of RFR land to the trustees of an offer trust; and
 - (ii) that the RFR landowner cannot satisfy by taking reasonable steps; and
 - (c) the terms of a mortgage over, or security interest in, RFR land.
- (2) Reasonable steps, for the purposes of **subsection (1)(b)(ii)**, do not include steps to promote the passing of an enactment.
- (3) This subpart does not limit anything referred to in **subsection (1)**.

Notices

178 Notice of RFR land with computer register after settlement date

- (1) If a computer register is first created for RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the register has been created.
- (2) If land for which there is a computer register becomes RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land.

- (3) The notice must be given as soon as is reasonably practicable after a computer register is first created for the RFR land or after the land becomes RFR land.
- (4) The notice must specify the legal description of the land and identify the computer register that contains the land.

179 Notice to trustees of potential disposal of RFR land

- (1) This section applies if an RFR landowner is considering whether to dispose of deferred selection RFR land or specified area RFR land that, in order to be disposed of, may ultimately require the landowner to offer to dispose of the land to the trustees of an offer trust.
- (2) The landowner must give the trustees of the 1 or more offer trusts notice that, if the landowner decides to dispose of the land, the landowner may be required to offer to dispose of the land to the trustees of an offer trust.
- (3) The notice must—
 - (a) specify the legal description of the land and identify any computer register that contains the land; and
 - (b) specify a street address for the land (if applicable); and
 - (c) if the land does not have a street address, include a narrative or diagrammatic description of the land with enough information so that a person who is not familiar with the land can locate and inspect it; and
 - (d) state that the RFR land is deferred selection RFR land or specified area RFR land (whichever applies).
- (4) The giving of the notice does not, of itself, mean that an obligation has arisen under—
 - (a) section 207(4) of the Education Act 1989; or
 - (b) section 23(1) or 24(4) of the New Zealand Railways Corporation Restructuring Act 1990; or
 - (c) section 40 of the Public Works Act 1981 or that section as applied by another enactment.

180 Notice to trustees of disposals of RFR land to others

- (1) An RFR landowner must give the trustees of the 1 or more offer trusts notice of the disposal of RFR land by the landowner to a person other than the trustees of an offer trust.

- (2) The notice must be given on or before the day that is 20 business days before the day of the disposal.
- (3) The notice must—
 - (a) specify the legal description of the land (including any encumbrances affecting it) and identify any computer register that contains the land; and
 - (b) specify a street address for the land (if applicable); and
 - (c) identify the person to whom the land is being disposed of; and
 - (d) explain how the disposal complies with **section 160**; and
 - (e) if the disposal is made under **section 160(3)**, include a copy of the written contract for the disposal.

181 Notice of land ceasing to be RFR land

- (1) This section applies if land contained in a computer register is to cease being RFR land because—
 - (a) the RFR landowner is to transfer the fee simple estate in the land to—
 - (i) the trustees of a recipient trust (for example, under a contract formed under **section 165**); or
 - (ii) any other person (including the Crown or a Crown body) under **section 160(3)**; or
 - (b) the RFR landowner is to transfer or vest the fee simple estate in the land to or in a person other than the Crown or a Crown body under—
 - (i) any of **sections 169 to 176**; or
 - (ii) anything referred to in **section 177(1)**.
- (2) The RFR landowner must, as early as practicable before the transfer or vesting, give the chief executive of LINZ notice that the land is to cease being RFR land.
- (3) The notice must—
 - (a) specify the legal description of the land and identify the computer register that contains the land; and
 - (b) specify the details of the transfer or vesting of the land.

182 Notice requirements

Schedule 6 applies to notices given under this subpart by or to—

- (a) an RFR landowner; or
- (b) the trustees of an offer trust or a recipient trust.

Memorials for RFR land

183 Recording memorials on computer registers for RFR land

- (1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal descriptions of, and identify the computer registers that contain,—
 - (a) the RFR land for which there is a computer register on the settlement date; and
 - (b) the RFR land for which a computer register is first created after the settlement date; and
 - (c) land for which there is a computer register that becomes RFR land after the settlement date.
- (2) The chief executive must issue a certificate as soon as is reasonably practicable after—
 - (a) the settlement date, for RFR land for which there is a computer register on the settlement date; or
 - (b) receiving a notice under **section 178** that a computer register has been created for the RFR land or that the land has become RFR land, for any other land.
- (3) Each certificate must state that it is issued under this section.
- (4) The chief executive must provide a copy of each certificate to the trustees of the 1 or more offer trusts as soon as is reasonably practicable after issuing the certificate.
- (5) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, record on each computer register identified in the certificate that the land described in the certificate (and contained in the computer register) is—
 - (a) RFR land as defined by **section 159 of Parts 1 to 3**; and
 - (b) subject to this subpart of **Parts 1 to 3** (which restricts disposal, including leasing, of the land).

184 Removal of memorials when land to be transferred or vested

- (1) The chief executive of LINZ must, before registration of the transfer or vesting of land described in a notice received under **section 181**, issue to the Registrar-General a certificate that—
 - (a) specifies the legal description of the land and identifies the computer register that contains the land; and
 - (b) specifies the details of the transfer or vesting of the land; and
 - (c) states that it is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the trustees of the 1 or more offer trusts as soon as is reasonably practicable after issuing the certificate.
- (3) If the Registrar-General receives a certificate issued under this section, he or she must remove any memorial recorded under **section 183** from the computer register identified in the certificate, immediately before registering the transfer or vesting described in the certificate.

185 Removal of memorials when RFR period ends

- (1) The chief executive of LINZ must, as soon as is reasonably practicable after the RFR period ends for any RFR land, issue to the Registrar-General a certificate that—
 - (a) identifies each computer register for the RFR land for which the RFR period has ended that still has a memorial recorded on it under **section 183**; and
 - (b) states that it is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the trustees of the 1 or more offer trusts as soon as is reasonably practicable after issuing the certificate.
- (3) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, remove a memorial recorded under **section 183** from any computer register identified in the certificate.

General provisions

- 186 Time limits must be strictly complied with**
The time limits specified in **sections 160 and 164** must be strictly complied with.
- 187 Waiver and variation**
- (1) The trustees of the 1 or more offer trusts may, by notice to an RFR landowner, waive any of the rights the trustees have in relation to the landowner under this subpart.
 - (2) The trustees of the 1 or more offer trusts and an RFR landowner may agree in writing to vary or waive any of the rights each has in relation to the other under this subpart.
 - (3) A waiver or agreement under this section is on the terms, and applies for the period, specified in it.
- 188 Disposal of Crown bodies not affected**
This subpart does not limit the ability of the Crown, or a Crown body, to sell or dispose of a Crown body.
- 189 Trust or person replaces offer trust**
- (1) This section applies if another trust, or a person, takes over the powers, duties, and functions of an offer trust.
 - (2) This subpart applies to that other trust or person as if it were the offer trust, with all necessary modifications.

Parts 1 to 3
Ngāti Apa ki te Rā Tō, Ngāti Kuia, and
Rangitāne o Wairau Claims Settlement
Bill

Schedule 1

s 19(2)

**Individuals referred to in definition of
ancestor of Ngāti Kuia**

Part 1

Tupuna and unions of tupuna of Ngāti Kuia

Tupuna of Ngāti Kuia

Turahui
Tawake
Te Whakamana
Hinekauwhata

Unions of tupuna of Ngāti Kuia

Matua Hautere and Kauhoe
Kopiha and Wairangi
Haua and Kurawhiria
Wharepuka and Huawa
Te Heiwi and Tarakaipa
Kuia and Rongotamea
Hotutaua and Wainuiaono

Part 2

Other individuals

Hone Amaru
Heta Hamuera
Ngamiro Hamuera
Hama Hamuera
Riria Hamuera
Rawinia Hamuera
Tiemi Hapakuku
Niwa Hapakuku
Roka Hapi
Manihera Hekiera
Heni Hekiera
Kumeroa Hemi

Part 2—*continued*

Rawiri Hemi
Harota Hemi
Kipa Hemi
Hakaraia Hemi
Watene Hemi
Te Pou Hemi
Hiria Hemi
Kiti Hemi
Kipa Te Pou Hemi
Tahuariki Te Pou Hemi
Eruera Te Pou Hemi
Meihana Hemi
Tini Hemi
Huiare Te Pou Hemi
Haropa Te Pou Hemi
Amiria Hemi Whiro
Riria Hiahia
Maku Hiahia
Karaitiana Hiahia
Teo Hiporaiti
Ema Hiporaiti
Peo Hiporaiti
Te One Hiporaiti
Maraea Hiporaiti
Mere Hiporaiti
Rora Hiporaiti
Taare Hiporaiti
Matina Hiporaiti
Rihia Honomaru
Timoti Hou
Te Oti Ihaka
Huria Ihaka
Titihuia Ihakara

Part 2—*continued*

Tahoe Ihakara
Ahoaho Ihakara
Pouatu Ihakara
Ahitahu Ihakara
Peti Ihakaraia
Pani Iharaia
Kehaia Iharaia
Wirihana Kaipara
Heni Kaipara
Eruera Kaipara
Hamuera Karangī
Kereopa Karangī
Te One Karipi
Te Amohanga Karipi
Hoani Karipi
Te Ata Karipi
Ani Karipi
Mere Karipi
[] Kerenapu
Te One Hiahia
Tiemi Hiahia
Mori Hiahia
Rangi Hiahia
Hoana Hiahia
Taare Hiporaiti
Timoti Hiporaiti
Te One Hiporaiti
Kunari Hiporaiti
Raima Hiporaiti
Arihia Makarini
Tiro Makarini
Hoani Makirika
Pirihira Makirika

Part 2—*continued*

Aperia Makirika
Akeniki Makirika
Matarina Makirika
Kereopa Makirika
Hinekawa Makirika
Tahoe Makirika
Rora Makirika
Arona Makirika
Tarihua Makirika
Ngapira Makirika
Ihakara Makirika
Tiripa Makitonore
Tute Pourangi Makitonore
Manihera Makitonore
Matena Makitonore
Hopa Makitonore
Pare Makitonore
Pita Makitonore
Hana Makitonore
Te Ote Makitonore
Tuiti Makitonore
Pita Makitonore
Hoani Makitonore
Hori Makitonore
Rina Makitonore
Pipi Manoki
Kumeroa Matina
Huriana Matina
Mere Matina
Rawinia Matina
Raharuhi Matina
Hamuera Meihana
Tahuariki Meihana

Part 2—*continued*

Arena Meihana
Amiria Meihana
Amana Meihana
Nuku Meihana
Kataraitiana Mekereka
Tawhirangi Kereopa
Meihana Kereopa
Kainu Kereopa
Hana Kereopa
Oriwia Kereopa
Kerenapu Kereopa
Kerehoma Kereopa
Hori Koao
Amiria Mahanga
Manihera Maihi
Hamiora Pene
Mangotangata Pene
Pipi Pinaki
Kaaro Pitama
Pirihira Pitama
Wirihana Pitama
Hariata Pokiki
Hoani Pokiki
Mere Pokiki
Pirimona Pokiki
Hohepa Pokiki
Paramena Pokiki
Amiria Raharuhi
Te Okooko Rihia
Taake Rihia
Mania Rihia
Wirihana Ruru
Karena Tahuariki
Mere Karipi Tahuariki
Pinaha Tapuriia
Unaiki Tauhanga

Part 2—*continued*

Hapi Tauhanga
Harata Tauhanga
Neha Tauhanga
Reupene Tauhanga
Hori Taupua
Henare Te Aha
Patahipa Te Hiko
Roka Te Karu
Rota Te Kawau
Hemuera Te Kawenga
Hohepa Te Kiaka
Noa Te Koki
Paora Te Piki
Ihaka Tekateka
Henare Temutini
Matahaere Temutini
Kunare Temutini
Rore Temutini
Koroneho Titi
Mere Toro
Aporo Torohanga
Matiaha Tumaunga
Nuna Tumaunga
Te One Mekerika
Hoana Moanaroa
Tahiri Moanaroa
Pirihira Ngamiro
Kaaro Nukuhoro
Rora Pairama
Hikiera Paora
Kiti Paora
Turia Pene
Matina Waihaere
Mere Whaki
Hemi Whiro
Wi Piti Tukihono

Part 2—*continued*

Tame Wiremu
Pirihia Wirihana
Maraca Tumaunga
Timoti Tupuranga
Haimona Turi
Wiremu Waaka
Tiripi Waaka
Kuraihamia Waaka
Whowhenga Waaka
Ina Waaka
Kaaro Wirihana
Tamati Wirihana
Pani Wirihana
Tiritiri Wirihana
Pairama Wirihana
Nohotahi Wirihana

Schedule 2

s 19(2)

Primary ancestors of Rangitāne o Wairau

Teoti Makitanara
Tuiti Makitanara
Rea Makitanara
Hohua Makitanara
Mere Makitanara
Hoani Makitanara
Hori Makitanara
Hane Makitanara
Kainu Makitanara
Wiki Makitanara
Hana Hiparaiti
Wirihana Maui
Hopa Rangihiroa
Hekeira Paora

Manihera Hekiera
Henī Hekiera
Ihala Nohota
Koroneho Titi
Hapimana Taumarū
Manihera Irihama
Mehaka Watere
Rawiri Mehaka
Hetaraka Wetera
Te Koro Tupou
Meri Kanae
Kerehi Reweti
Mere Hapareta
Tiripa Hakaraia
Teoti Ihaka
Riria Makitanara
Naomi Makitanara
Kereopa Pura
Kere Pura
Pita Te Mete
Tini Te Mete
Pipi Kere
Tiripa Kere
Hariata Kere
Mere Kere
Teone Kere
Teera Te Mete
Heeni Te Mete
Teoti Te Mete
Teone Te Mete
Wiremu Te Mete
Tiaki Harare
Tini Moa
Parangi Moa
Hapareta Moa

Hoani Moa
Hariki Moa
Wiremu Moa
Hori Moa
Tiemi Moa
Ani Moa
Hopa Moa
Arihia Moa
Wi Mekerei
Hiakai Ranginui
Were Ranginui
Paranihia Ranginui
Tini Kere
Tiripa Kere
Rangikamapuna Kere
Tutua Te Mete
Hoani Te Mete
Tahua Te Karira
Kaumoana Hetaraka
Karaitiana Mekerika
Waipiti Te Hiko
Matangi Te Hiko
Hera Te Hiko
Pirihira Te Hiko
Kaapu Te Hiko
Tiaki Haata
Tipi Haata
Teone Haata
Tiki Haata
Teone Kihau
Peti Kihau
Keita Kihau
Taiawhio Maaka
Kahuhunn Maaka
Tawhi Maaka

Wirihita Maaka
 Hohapata Kahupuku
 Pirimona Kahupuku
 Meretana Rawiri
 Tame Waaka
 Pita Hohapata
 Hare Hohapata
 Te Ate Karepe
 Ani Karepe

Schedule 3
Statutory areas

s 36(2)

Statutory area	Location	Iwi with association
Lake Rotoiti, Nelson Lakes National Park	As shown on OTS-099-34	Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau
Lake Rotoroa, Nelson Lakes National Park	As shown on OTS-099-35	Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau
Te Ope-a-Kupe (Te Anamāhanga / Port Gore)	As shown on OTS-099-65	Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau
Mt Furneaux (Puhikereru)	As shown on OTS-099-66	Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau
Mt Stokes (Parororangi)	As shown on OTS-099-38	Ngāti Kuia and Rangitāne o Wairau
Kohi te Wai (Boulder Bank Scenic Reserve)	As shown on OTS-099-39	Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau
Kaiteriteri Scenic Reserve	As shown on OTS-099-41	Ngāti Apa ki te Rā Tō
Tarakaipa Island	As shown on OTS-099-42	Ngāti Apa ki te Rā Tō and Ngāti Kuia
Titi Island Nature Reserve and Chetwode Island Nature Reserve (Ngā Motutapu Titi)	As shown on OTS-099-43	Ngāti Kuia

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Schedule 3

Statutory area	Location	Iwi with association
Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve	As shown on OTS-099-69	Rangitāne o Wairau
Farewell Spit	As shown on OTS-099-45	Ngāti Apa ki te Rā Tō
The Brothers	As shown on OTS-099-46	Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau
Pelorus Sound / Te Hoiere	As shown on OTS-099-47	Ngāti Kuia
Maungatapu (Parikarearea)	As shown on OTS-099-48	Ngāti Kuia
Stephens Island (Pouwhakarewarewa)	As shown on OTS-099-49	Ngāti Kuia
Te Aumiti (French Pass Scenic Reserve)	As shown on OTS-099-50	Ngāti Kuia
Big River site (Te Tai Tapu)	As shown on OTS-099-32	Ngāti Apa ki te Rā Tō
Westhaven (Te Tai Tapu) Marine Reserve and Westhaven (Whanganui Inlet) Wildlife Management Reserve	As shown on OTS-099-33	Ngāti Apa ki te Rā Tō
Tītirangi Bay	As shown on OTS-099-64	Ngāti Kuia
Separation Point / Te Matau	As shown on OTS-099-63	Ngāti Kuia
Maitai (Mahitahi) River and its tributaries	As shown on OTS-099-52	Ngāti Kuia and Rangitāne o Wairau
Wairau, Omaka, and Ōpaoa Rivers and their tributaries	As shown on OTS-099-53	Rangitāne o Wairau
Waimea, Wai-iti, and Wairoa Rivers and their tributaries	As shown on OTS-099-54	Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau
Anatori River and its tributaries	As shown on OTS-099-55	Ngāti Apa ki te Rā Tō
Kaituna River and its tributaries	As shown on OTS-099-56	Ngāti Kuia and Rangitāne o Wairau
Motupiko River and its tributaries	As shown on OTS-099-57	Ngāti Apa ki te Rā Tō and Rangitāne o Wairau
Te Hoiere / Pelorus River and its tributaries	As shown on OTS-099-58	Ngāti Kuia

Statutory area	Location	Iwi with association
Anatoki River and its tributaries	As shown on OTS-099-73	Ngāti Kuia
Buller (Kawatiri) River and its tributaries (northern portion)	As shown on OTS-099-74	Ngāti Apa ki te Rā Tō
Tākaka River and its tributaries	As shown on OTS-099-72	Ngāti Apa ki te Rā Tō
Alpine Tarns, Nelson Lakes National Park	As shown on OTS-099-76	Ngāti Apa ki te Rā Tō
Motueka and Motupiko Rivers and their tributaries	As shown on OTS-099-70	Ngāti Kuia
Coastal marine area	As shown on OTS-099-51	Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau

Schedule 4 Overlay sites

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Overlay site	Location	Description	Iwi with association
Alpine Tarns, Nelson Lakes National Park	As shown on OTS-099-28	<i>Nelson Land District—Tasman District</i> Ro- tomairewhenua / Blue Lake, Rotopōhueroa / Lake Constance, Rotomaninitua / Lake Angelus, Paratītahi Tarns, and Paraumu Tarn.	Ngāti Apa ki te Rā Tō
Heaphy Track (northern portion)	As shown on OTS-099-67	<i>Nelson Land District—Buller District/Tasman District</i> Heaphy Track.	Ngāti Apa ki te Rā Tō

**Te Tau Ihu Claims Settlement
Bill—Parts 1 to 3**

Schedule 4

Overlay site	Location	Description	Iwi with association
Titi Island Nature Reserve and Chetwode Island Nature Reserve (Ngā Motutapu Titi)	As shown on OTS-099-29	<i>Marlborough Land District—Marlborough District</i> Nature Reserve Block XXIII and Nature Reserve Block XXVI Gore Survey District, and associated rocks.	Ngāti Kuia
Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve	As shown as “A” and “B” on OTS-099-68	<i>Marlborough Land District—Marlborough District</i> Section 1 SO 7049, Section 3 Block I and Section 3 Block II Clifford Bay Survey District, Sections 3, 4, 5, and 6 Wairau District, Lot 1 DP 6087, Sections 9, 10, and 21 Opawa District, Part Sections 11 and 22 Opawa District, and Lot 1 DP 6162.	Rangitāne o Wairau
Lakes Rotoiti and Rotoroa, Nelson Lakes National Park	As shown on OTS-099-31	<i>Nelson Land District—Tasman District</i> Lake Rotoiti and Lake Rotoroa.	Ngāti Apa ki te Rā Tō and Rangitāne o Wairau
Maud Island (Tom Shand Scientific Reserve) (Te Pākeka)	As shown on OTS-099-77	<i>Marlborough Land District—Marlborough District</i> Lots 1 and 2 DP 4034 and Section 1 Block XV Orieri Survey District.	Ngāti Kuia

Schedule 5

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Cultural redress properties

Sites that vest in fee simple

Name of site	Description	Encumbrances
St Arnaud	<i>Nelson Land District—Tasman District</i> 0.1000 hectare, more or less, being Section 1 SO 426794. Part GN 337629.1.	
Te Tai Tapu (Tombstone)	<i>Nelson Land District—Tasman District</i> 10.7419 hectares, more or less, being Section 2 SO 426795. Part computer freehold register NL7B/167.	Together with a right of way easement created by transfer 193282.2. Together with a right of way easement created by transfer 20989.
Port Gore	<i>Marlborough Land District—Marlborough District</i> 1.5000 hectares, more or less, being Section 1 SO 430551. Part computer freehold register MB55/62.	Together with a right of way easement created by transfer 114811. Together with a right of way easement created by transfer 162935. Subject to an unregistered grazing licence with concession number LAN-009-C.
Titiraukawa (Pelorus Bridge)	<i>Marlborough Land District—Marlborough District</i> 5.0055 hectares, more or less, being Section 1 SO 427361. All Proclamation 778 and part computer freehold register MB50/234.	Subject to the right of way easement referred to in section 76(3)(a) . Subject to the easement in gross for a right to convey water referred to in section 76(3)(b) . Subject to an easement in gross for a right to convey electricity, in favour of Transpower New Zealand Limited, created by deed of easement 8515093.1. Subject to an unregistered grazing licence

Name of site	Description	Encumbrances
Ngā Tai Whakaī (Kawai, World's End)	<i>Marlborough Land District—Marlborough District</i> 1.6921 hectares, more or less, being Sections 1, 2, 3, and 4 SO 427401. Part <i>Gazette</i> 1923 page 1859.	with concession number PAC 10-01-056. Together with water rights and incidental rights created by transfer 22889 (which affects former Part Section 63 Block VIII Heringa Survey District).
Waimea Pā (Appleby School)	<i>Nelson Land District—Tasman District</i> 0.3936 hectares, more or less, being Lot 1 DP 1989. All computer freehold register 530444. 0.2023 hectares, more or less, being Lot 2 DP 1989. All computer freehold register NL67/233. 0.2023 hectares, more or less, being Part Section 10 Waimea West District as defined on DP 4494. All computer freehold register NL112/19. 0.6100 hectares, more or less, being Section 1 SO 10170. All Proclamation 73043.	Subject to the lease to the Crown referred to in section 78(2) .
Te Hora (Canvastown School)	<i>Marlborough Land District—Marlborough District</i> 1.6125 hectares, more or less, being Section 1 SO 426938. Part <i>Gazette</i> 1897 page 8.	Subject to the lease to the Crown referred to in section 79(5) .

Name of site	Description	Encumbrances
Picton Recreation Reserve	<i>Marlborough Land District—Marlborough District</i> 0.2090 hectares, more or less, being Section 1 SO 427071. Part <i>Gazette</i> 1887 page 578.	Subject to an unregistered grazing agreement with concession number PAC 10–01–031.
Tuamatene Marae, Grovetown	<i>Marlborough Land District—Marlborough District</i> 0.3907 hectares, more or less, being Section 1 SO 6002. All computer freehold register MB4D/1109.	Subject to GN 84820 declaring adjoining State Highway 1 to be a limited access road.
Rārangi	<i>Marlborough Land District—Marlborough District</i> 0.2500 hectares, more or less, being Section 2 SO 426990. Part transfer 123115.	
Wairau Lagoons (reinterment)	<i>Marlborough Land District—Marlborough District</i> 2.0 hectares, approximately, being Parts Section 1 SO 7049. Part <i>Gazette</i> 1994 page 2481. Subject to survey. As shown as “A” and “B” on OTS–099–06.	Subject to an unregistered guiding concession with concession number NM–26404–GUI to Driftwood Ecotours Limited.

Site that vests in fee simple subject to
conservation covenant

Name of site	Description	Encumbrances
Tītīrangi Bay site	<i>Marlborough Land District—Marlborough District</i> 1.2471 hectares, more or less, being Section 1 SO 433149. Part computer freehold register MB55/62.	Together with the right of way easement referred to in section 84(3) . Subject to the conservation covenant referred to in section 84(5) .

Sites that vest in fee simple to be
administered as reserves

Name of site	Description	Encumbrances
Aorere Scenic Reserve	<i>Nelson Land District—Tasman District</i> 17.6370 hectares, more or less, being Lot 11 DP 14875. Part computer freehold register NL9C/1364.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977. Subject to the resolution under section 321(3)(b) of the Local Government Act 1974 in document 314247.3.
Cullen Point (Havelock)	<i>Marlborough Land District—Marlborough District</i> 3.3560 hectares, more or less, being Section 1 SO 429494. Part computer freehold register MB38/278.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977. Subject to an unregistered guiding concession to Black Sheep Touring Company Limited.

Name of site	Description	Encumbrances
Moenui	<i>Marlborough Land District—Marlborough District</i> 0.2327 hectares, more or less, being Lot 24 DP 2198. All computer freehold register MB3D/1218.	Recreation reserve subject to section 17 of the Reserves Act 1977. Subject to the right of way easement in gross referred to in section 87(5)(a) . Subject to the easement in gross for a right to convey water referred to in section 87(5)(b) . Subject to the easement in gross for a right to convey electricity referred to in section 87(5)(c) .
Tarakaipa Island Urupā	<i>Marlborough Land District—Marlborough District</i> 1.1640 hectares, more or less, being Section 1 SO 429304. Part GN 132289.1.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.
Te Pokohiwi	<i>Marlborough Land District—Marlborough District</i> 10.5 hectares, approximately, being Part Section 1 SO 7049. Part <i>Gazette</i> 1994 page 2481. Subject to survey. As shown as “C” on OTS-099-06.	Historic reserve subject to section 18 of the Reserves Act 1977. Subject to any unregistered access agreement granted under section 89(a) . Subject to any unregistered agreement to convey water granted under section 89(b) . Subject to the right of way easement in gross referred to in section 90(5) . Subject to an unregistered guiding concession with concession number NM-26404-GUI to Driftwood Ecotours Limited.

Name of site	Description	Encumbrances
Waikutakuta/Robin Hood Bay	<i>Marlborough Land District—Marlborough District</i> 2.0769 hectares, more or less, being Section 1 SO 428338. All computer freehold register MB3E/912 and part computer freehold register MB5A/271.	Recreation reserve subject to section 17 of the Reserves Act 1977.
Ngākuta Bay	<i>Marlborough Land District—Marlborough District</i> 0.0667 hectares, more or less, being Section 1 SO 428892. Part GN 69676.	Recreation reserve subject to section 17 of the Reserves Act 1977.
Momorangi	<i>Marlborough Land District—Marlborough District</i> 0.1770 hectares, more or less, being Lot 2 DP 1557. Part <i>Gazette</i> 1982 page 3016.	Recreation reserve subject to section 17 of the Reserves Act 1977.
Endeavour Inlet site	<i>Marlborough Land District—Marlborough District</i> 1.1923 hectares, more or less, being Section 1 SO 428870.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.
Mātangi Āwhio (Nelson)	<i>Nelson Land District—Nelson City</i> 0.2061 hectares, more or less, being Section 1212 City of Nelson. All <i>Gazette</i> 1952 page 1290.	Recreation reserve subject to section 17 of the Reserves Act 1977.

Name of site	Description	Encumbrances
Pukatea/Whites Bay	<i>Marlborough Land District—Marlborough District</i> 1.3160 hectares, more or less, being Section 1 SO 429266. Part GN 30056 and part GN 54787.	Recreation reserve subject to section 17 of the Reserves Act 1977.
Horahora-kākahu	<i>Marlborough Land District—Marlborough District</i> 1.2141 hectares, more or less, being Section 4 Block XVI Arapawa Survey District. All <i>Gazette</i> 1913 page 2821.	Historic reserve subject to section 18 of the Reserves Act 1977.

Schedule 6

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Notices in relation to RFR land

1 Requirements for giving notice

A notice by or to an RFR landowner, or the trustees of an offer trust or recipient trust, under **subpart 4 of Part 3** must be—

- (a) in writing and signed by—
 - (i) the person giving it; or
 - (ii) at least 2 of the trustees of the trust, for a notice given by the trustees; and
- (b) addressed to the recipient at the street address, postal address, or fax number—
 - (i) specified for the trustees in accordance with the relevant deed of settlement, for a notice to the trustees; or
 - (ii) specified by the RFR landowner in an offer made under **section 161**, or specified in a later notice given to the trustees, for a notice by the trustees to an RFR landowner; and
 - (iii) of the national office of LINZ, for a notice given to the chief executive of LINZ under **section 178 or 181**; and

- (c) given by—
 - (i) delivering it by hand to the recipient's street address; or
 - (ii) posting it to the recipient's postal address; or
 - (iii) faxing it to the recipient's fax number.

2 Time when notice received

- (1) A notice is to be treated as having been received—
 - (a) at the time of delivery, if delivered by hand; or
 - (b) on the second day after posting, if posted; or
 - (c) at the time of transmission, if faxed.
- (2) However, a notice is to be treated as having been received on the next business day if, under **subclause (1)**, it would be treated as having been received—
 - (a) after 5 pm on a business day; or
 - (b) on a day that is not a business day.