



## TABLE OF CONTENTS

1	DISCLOSURE INFORMATION AND WARRANTY .....	3
2	VESTING OF CULTURAL REDRESS PROPERTIES .....	5
3	DEFINITIONS .....	6

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PROPERTY REDRESS

## 1 DISCLOSURE INFORMATION AND WARRANTY

### DISCLOSURE INFORMATION

- 1.1. The Crown has provided disclosure information to the Ngāti Rehua - Ngātiwai ki Aotea Trust about each cultural redress property, by the Office of Treaty Settlements between July 2016 and November 2016.
- 1.2. The Crown has provided disclosure information from Auckland Council about the Waipareira site A and Waipareira site B properties to Ngāti Rehua - Ngātiwai ki Aotea Trust on 1 December 2016.

### WARRANTY

- 1.3. The Crown warrants to the governance entity Ngāti Rehua - Ngātiwai ki Aotea Settlement Trust that the Crown has given to the governance entity and Ngāti Rehua - Ngātiwai ki Aotea in its disclosure information about a cultural redress property all material information that, to the best of the land holding agency's knowledge, is at the date of providing that information, in the agency's records about the property (including its encumbrances) -
  - 1.3.1. having inspected the agency's records; but
  - 1.3.2. not having made enquiries beyond the agency's records; and
  - 1.3.3. in particular, not having undertaken a physical inspection of the property.

### WARRANTY LIMITS

- 1.4. Other than under paragraph 1.3, the Crown does not give any representation or warranty, whether express or implied, and does not accept any responsibility, with respect to -
  - 1.4.1. a cultural redress property, including in relation to -
    - (a) its state, condition, fitness for use, occupation, or management; or
    - (b) its compliance with -
      - (i) legislation, including bylaws; or
      - (ii) any enforcement or other notice, requisition, or proceedings; or
  - 1.4.2. the disclosure information about a cultural redress property, including in relation to its completeness or accuracy.
- 1.5. The Crown has no liability in relation to the state or condition of a cultural redress property, except for any liability arising as a result of a breach of paragraph 1.3.

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PROPERTY REDRESS

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1: DISCLOSURE INFORMATION AND WARRANTY

**INSPECTION**

- 1.6. In paragraph 1.7, relevant date means, in relation to a cultural redress property, the date of this deed.
- 1.7. Although the Crown is not giving any representation or warranty in relation to a cultural redress property, other than under paragraph 1.3, the governance entity and/or Ngāti Rehua - Ngātiwai ki Aotea acknowledges that it could, before the relevant date -
- 1.7.1. inspect the property and determine its state and condition; and
- 1.7.2. consider the disclosure information in relation to it.

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**PROPERTY REDRESS**

## **2 VESTING OF CULTURAL REDRESS PROPERTIES**

### **SAME MANAGEMENT REGIME AND CONDITION**

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

### **COMPLETION OF REQUIRED DOCUMENTATION**

- 2.3. Any documentation, required by the settlement documentation to be signed by the governance entity in relation to the vesting of a cultural redress property, must, on or before the settlement date, be -
- 2.3.1. provided by the Crown to the governance entity; and
  - 2.3.2. duly signed and returned by the governance entity.

### **SURVEY AND REGISTRATION**

- 2.4. The Crown must arrange, and pay for -
- 2.4.1. the preparation, approval and, where applicable the deposit, of a cadastral survey dataset of a cultural redress property to the extent it is required to enable the issue, under the settlement legislation, of a computer freehold register for the property; and
  - 2.4.2. the registration of any document required in relation to the vesting under the settlement legislation of a cultural redress property in the governance entity.

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PROPERTY REDRESS

### 3 DEFINITIONS

3.1. In this deed, unless the context otherwise requires -

**land holding agency**, in relation to -

(a) the following cultural redress properties, means Land Information New Zealand:

- (i) 35 Mulberry Grove Road:
- (ii) 37 Mulberry Grove Road:
- (iii) 39 Mulberry Grove Road:
- (iv) 41 Mulberry Grove Road:
- (v) 5 Pohutukawa Place:

(b) the following cultural redress properties, means the Department of Conservation:

- (i) Akapoua property:
- (ii) Kaitoke Land site A (being part Claris Recreation Reserve):
- (iii) Kaitoke Land site B (being part Claris Recreation Reserve):
- (iv) Awana Bay property (being part Stony Beach Recreation Reserve):
- (v) Harataonga property (being part Stony Beach Recreation Reserve):
- (vi) Hirakimatā property (being part Aotea Conservation Park):
- (vii) Kaitoke Estuary property (being part Claris Recreation Reserve):
- (viii) Matarehu property (being part Aotea Conservation Park):
- (ix) Rakitū Island property (being part Rakitū Island Scenic Reserve):
- (x) Maraenui property (being part Te Hauturu-o-Toi / Little Barrier Island Nature Reserve):
- (xi) Nga Pua o Mataahu property (being part Te Hauturu-o-Toi / Little Barrier Island Nature Reserve):
- (xii) Ōkiwi property (being part Okiwi Recreation Reserve and part Aotea Conservation Park):
- (xiii) Rangitāwhiri property (being part Aotea Conservation Park):

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PROPERTY REDRESS

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8: DEFINITIONS

(c) the following cultural redress properties, means Auckland Council:

- (i) Waipareira site A:
- (ii) Waipareira site B.

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