

**DEED BETWEEN**

**HER MAJESTY THE QUEEN**

**AND**

**TUWHARETOA MAORI**

**TRUST BOARD**

THIS DEED dated the 10 day of September 2007

BETWEEN

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation and the Minister of Maori Affairs ("the Crown")

AND

TUWHARETOA MAORI TRUST BOARD ("the Board") a Maori Trust Board established under section 10 of the Maori Trust Boards Act 1955 representing as its beneficiaries within the meaning of the Act Ngati Tuwharetoa, tangata whenua o te papa o Taupo Nui a Tia

RECORDS the agreement reached between the parties to clarify and replace the 1992 Deed between the same parties.

1. **RECITALS**

- 1.1 Lake Taupo is a taonga of Ngati Tuwharetoa.
- 1.2 Lake Taupo embodies the mana and rangatiratanga of Ngati Tuwharetoa.
- 1.3 By Deed dated 28 August 1992 ("the 1992 Deed") the Crown (through the Minister) agreed that the ownership of the bed of Lake Taupo, the bed of the Waikato River extending from Lake Taupo to and inclusive of the Huka Falls (excluding the site of the Taupo Control Gates<sup>1</sup>) and the beds of certain rivers and streams flowing into Lake Taupo as set out in the schedule to a proclamation made on the 7<sup>th</sup> day of October 1926 and amended by proclamation on 18 February 1927 (excluding the Tongariro Hatchery Camping Ground<sup>2</sup>), should be vested in the Board to be held in trust (in accordance with the 1992 Deed) for:
  - 1.3.1 in relation to the bed of Lake Taupo, the Board's beneficiaries; and
  - 1.3.2 in relation to the beds of the specified part of the Waikato River and certain rivers or streams flowing into Lake Taupo, the members of the Ngati Tuwharetoa hapu who adjoin such rivers or streams; and
  - 1.3.3 in relation to all such beds, the common use and benefit of all the peoples of New Zealand to continue to have freedom of entry to and access upon such beds as set out in the 1992 Deed.
- 1.4 In accordance with the 1992 Deed, Taupo Nui A Tia Block, Te Awa O Waikato Ki Te Toka O Tia Block and Te Hokinga mai o te papa o nga awa ki te Poari hei Kaitiaki o nga Hapu o Ngati Tuwharetoa Block were vested in

<sup>1</sup> NZ Gazette 1972 page 675 and 1952 page 456.

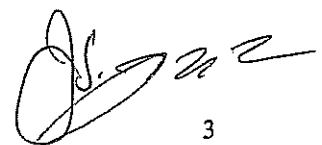
<sup>2</sup> NZ Gazette 1926 page 1354 and 1928 page 3530.



2

the Board by the Maori Land Court and declared to be Maori freehold land. Details of the computer freehold registers for the first two Blocks are contained in Schedule 1.

- 1.5 Details of the computer interest register for the third Block are contained in Schedule 1. It is acknowledged that the third Block does not contain all of the land covered by the 1926 and 1927 proclamations, and those proclamations have been variously amended in accordance with section 14(5) of the Maori Land Amendment and Maori Land Claims Adjustment Act 1926, the most recent being NZ *Gazette* 1999 page 4242. The land included in Te Hokinga mai o te papa o nga awa ki te Poari hei Kaitiaki o nga Hapu o Ngati Tuwharetoa Block is described in Schedule 1, and the land no longer included in that Block is described in Schedule 2.
- 1.6 Under the 1992 Deed (following on from section 29(1) of the Maori Land Amendment and Maori Land Claims Adjustment Act 1924) the lands described in recital 1.4 (being the lands described in Schedules 1 and 2) were referred to as "Taupo Waters". For the purposes of this Deed that term has been retained as a description of the land described in Schedule 1. For the sake of clarity, "Taupo Waters" does not include the water over that land.
- 1.7 This Deed continues the agreement of the parties that:
  - 1.7.1 the people of New Zealand's freedom of entry to and access upon Taupo Waters for non-exclusive, non-commercial recreational use and enjoyment and non-commercial research purposes free of charge is preserved; and
  - 1.7.2 Taupo Waters shall be managed as if it were a reserve for recreation purposes under section 17 of the Reserves Act 1977 in partnership between the Crown and the Board through a management board known as Taupo-nui-a-Tia Management Board.
- 1.8 This Deed also records the agreement of the parties for:
  - 1.8.1 the continuation, exchange or establishment of certain property rights;
  - 1.8.2 the clarification of legal issues;
  - 1.8.3 the payment by the Crown for some property rights (including the right for the people of New Zealand to have entry to and access on Taupo Waters as set out in clause 7.1) ; and
  - 1.8.4 the surrendering by the Board of some financial entitlements, including under section 10 of the Maori Trust Boards Act 1955.
- 1.9 This Deed revokes and replaces the 1992 Deed.



3

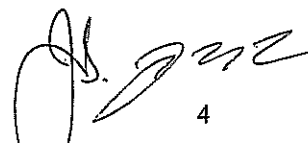
## 2. AGREEMENTS REACHED

### 2.1 Title to Taupo Waters

- 2.1.1 As recorded in the recitals, title to Taupo Waters has been vested as Maori freehold land in the Board. The Board acknowledges that it holds such title on trust and in accordance with this Deed. The Crown, through the Minister, acknowledges that Taupo Waters is land vested in the Board and the Board has all the rights (including all Maori customary rights not inconsistent with the law or this Deed) and has all the responsibilities and restrictions of a land owner, subject to the trusts and the provisions of this Deed.
- 2.1.2 The Crown acknowledges that Te Hokinga mai o te papa o nga awa ki te Poari hei Kaitiaki o nga Hapu o Ngati Tuwharetoa Block does not equate to all of the land that was covered by the 1926 and 1927 proclamations. The land not included is described in Schedule 2. The Crown will work with the Board to identify equivalent alternative land and/or alternative compensation for the Board to be held on the appropriate trusts.

### 2.2 Access to Taupo Waters

- 2.2.1 The people of New Zealand shall continue to have freedom of entry to and access upon Taupo Waters for non-exclusive, non-commercial recreational use and enjoyment and non-commercial research free of charge as if Taupo Waters were a reserve for recreation purposes.
- 2.2.2 Such access by the people of New Zealand shall be subject to:
- (a) such conditions and restrictions as the Taupo-nui-a-Tia Management Board considers to be necessary for the protection and well-being of Taupo Waters and for the protection and control of the public using them;
  - (b) such legislative enactments as apply to Taupo Waters; and
  - (c) any right of exclusive use and enjoyment of any part of Taupo Waters.
- 2.2.3 Where not inconsistent with the general principle of the people of New Zealand's freedom of entry to and access upon Taupo Waters, the Minister may release any part/s of Taupo Waters (subject in any case to such conditions as the Minister sees fit) from the trust for the common use and benefit of all the peoples of New Zealand and the agreement to administer Taupo Waters as if a reserve for recreation purposes and, thereafter, such part/s will no longer be managed by the Taupo-nui-a-Tia Management Board. No such release shall prejudice any rights of occupation or use granted by Taupo-nui-a-Tia Management Board or the Board current at the date of the release.



4

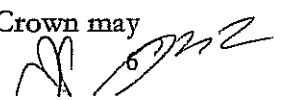
## 2.3 Management of Taupo Waters

- 2.3.1 Management of Taupo Waters as if a reserve shall be by the Taupo-nui-a-Tia Management Board comprising eight members, four of whom shall be appointed by the Minister having regard to the interests of the Crown, conservation, recreation, tourism and freshwater sciences to represent the public interest and four of whom shall be appointed by the Board to represent Ngati Tuwharetoa's interests.
- 2.3.2 If the parties agree, the number of members of the Taupo-nui-a-Tia Management Board may be changed but must retain equal representation and shall not be less than four persons.
- 2.3.3 The Taupo-nui-a-Tia Management Board will appoint one of its members as Chairperson who shall have a deliberative vote, but not a casting vote.
- 2.3.4 The functions of the Taupo-nui-a-Tia Management Board are to:
- (a) manage Taupo Waters as if a reserve for recreation purposes under section 17 of the Reserves Act 1977, subject to the provisions of this Deed;
  - (b) as far as practicable, and where not inconsistent with this Deed, act as if it is an administering body appointed to control and manage Taupo Waters under the Reserves Act 1977, including in accordance with the financial provisions in Part 4 of that Act;
  - (c) determine a Management Plan for Taupo Waters as soon as reasonably practicable taking into account the provisions of this Deed and review such plan as required and at least every ten years;
  - (d) consider and decide applications in accordance with the Management Plan for use of Taupo Waters for:
    - (i) non-commercial research;
    - (ii) recreational use activities that may exclude the general public's use of parts of Taupo Waters;
    - (iii) any increase in the area occupied by Crown structures agreed to by the parties under clause 2.4.2; and
    - (iv) any Crown owned structures for public good purposes agreed to by the parties under clause 2.4.3;
  - (e) perform such further functions as are mutually acceptable to the parties to this Deed and are in accordance with the role of Taupo-nui-a-Tia Management Board in relation to Taupo Waters as a reserve for recreation purposes.
- 2.3.5 The Taupo-nui-a-Tia Management Board shall be funded as follows:

- (a) it shall be entitled to charge for any goods or services provided by it for public use;
- (b) it shall be entitled to charge applicants the cost of considering any application for its consent; and
- (c) the balance of the cost (if any) of its management and administration shall be met in a manner subsequently agreed between the parties to this Deed.

## 2.4 Crown Structures

- 2.4.1 The Crown shall be entitled (at no cost except as set out in clause 2.6 of this Deed and without being required to obtain any further right of occupation or use) to continue the occupation and use of Taupo Waters by its existing structures set out in Schedule 3 and shall have the right to repair, maintain and replace the existing structures.
- 2.4.2 The Crown shall not be entitled to increase the area occupied by any of the existing structures set out in Schedule 3 without the agreement of the Board (which shall not be unreasonably withheld but may be subject to conditions including an appropriate fee for the increased occupation) and provided that the increased occupation is not inconsistent with the Management Plan of the Taupo-nui-a-Tia Management Board.
- 2.4.3 The Crown shall acquire a licence from the Board for occupation and use by future Crown structures for the public good purposes set out in Schedule 4, but with no payment or rent to the Board, and the Board's agreement for such licences shall not be unreasonably withheld. No such licence shall be granted if the licence would be inconsistent with the Management Plan of the Taupo-nui-a-Tia Management Board.
- 2.4.4 The Board shall be under no obligation to maintain or contribute to the maintenance of any Crown structures. The Board shall be under no liability whatsoever in respect of any such structure. The Crown will indemnify and keep indemnified the Board against any claim against the Board for injury or damage or loss by or on behalf of any person arising from or in respect of any Crown structures on or in the Taupo Waters.
- 2.4.5 The Crown has the right to remove any Crown structure without obtaining the approval of the Board. For the purposes of clarity the removal of Crown structures will have no effect on the annual payment under clause 2.6.1(a).
- 2.4.6 If the Crown wishes to dispose of ownership of any Crown structures the Crown will, before accepting any offer, give the Board the right of first refusal at a price and on conditions which are not more stringent than the offer the Crown proposes to otherwise accept. If the Board does not exercise the right of first refusal within a reasonable time or the Board gives notice that it does not intend to exercise the right of first refusal, the Crown may



dispose of the ownership of such Crown structure to any other person subject to the consent of the Board to that person, which consent will not be unreasonably withheld

2.4.7 The Crown will not dispose of any of the Crown's ownership interest in its structures to any other person under clause 2.4.6, until that other person has been granted by the Board a right of occupation or use (including any condition about payment for such occupation or use and any right of first refusal). The Crown will continue its annual payment under clause 2.6.1(a) to the Board until the Crown concludes any disposal. After disposal the Crown will continue such payment less any appropriate adjustment (in accordance with the allocated share of imputed rental for the Crown structures as set out in Schedule 3). For purposes of clarity it is recorded that any change from Crown ownership of or charging for use of such structures is not to prejudice the Board financially, including with regard to clause 2.6.3.

**2.5 Board's right as owner to grant rights of occupation or use for commercial and private structures and other activities**

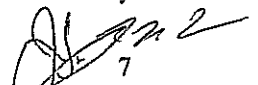
2.5.1 The Board, as owner, may grant rights of occupation or use of parts of Taupo Waters for any purpose and charge for the same PROVIDED that no such rights shall conflict with:

- (a) any enactment affecting navigation or safety over Taupo Waters;
- (b) any other provision of this Deed; and
- (c) the provisions of any Management Plan established by the Taupo-nui-a-Tia Management Board.

2.5.2 Notwithstanding clause 2.5.1, the Board waives its rights as owner to grant rights of occupation or use to the owners of existing private structures on or in Taupo Waters as identified in Schedule 5 and is not liable for any loss or damage caused by or arising from those structures. The Board's waiver shall continue so long as:

- (a) the owner complies with any statutory authority and conditions (including building safety requirements) in relation to their structure; and
- (b) the owner indemnifies and keeps indemnified the Board against any claim against the Board for injury or damage or loss by or on behalf of any person arising from or in respect of the owner's structures on or in Taupo Waters; and
- (c) such structures are used solely for private non-commercial purposes.

2.5.3 The owner of the structure may remove its structure without obtaining the approval of the Board. If there is no identified owner the private structure may be removed by the Crown without obtaining the approval of the Board. For the purposes of clarity



the removal of private structures will have no effect on the imputed rental component of the annual payment under clause 2.6.1(a).

- 2.5.4 All monies received by the Board from granting any rights of occupation or use shall, together with any investments for the time being representing the same, be held by the Board for such charitable purposes as are authorised by the Maori Trust Boards Act 1955.
- 2.5.5 Notwithstanding clause 2.5.1, the following persons shall not be required to obtain any right of occupation or use from the Board:
- (a) persons on Taupo Waters pursuant to clause 2.2.1, including non-commercial anglers and non-commercial boaters from whom the Crown may charge and collect fees;
  - (b) the Crown in respect of existing structures listed in Schedule 3;
  - (c) the holders of berthing or launching permits issued by the Harbourmaster, in respect of berths, wharves or ramps or other structures, details of which structures are set out in Schedule 3;<sup>1</sup>
  - (d) the owners of the existing private structures listed in Schedule 5, in respect of such structures, provided they comply with clause 2.5.2; and
  - (e) the holders of mooring permits issued by the Harbourmaster, in respect of such moorings, details of which moorings are set out in Schedule 6.

## 2.6 Payment by Crown

- 2.6.1 The Crown will make, in settlement of past and current annuity and other financial issues (including payment for access to Taupo Waters by the people of New Zealand) arising under the 1992 Deed and section 10 of the Maori Trust Boards Act 1955 and in lieu of the payments currently provided in that section:
- (a) an annual payment of \$1.5 million to the Board, commencing from 1 July 2006<sup>2</sup>; and
  - (b) a capital sum payment of \$9.865 million to the Board<sup>3</sup>.
- 2.6.2 The parties agree that any payment under clause 2.6 by the Crown to the Board is not intended to be or to give rise to:
- (a) a taxable supply for GST purposes;
  - (b) assessable income for income tax purposes; or

<sup>1</sup> For the avoidance of doubt holders of permits under this paragraph will require consent from the Board to operate any commercial business on Taupo Waters.

<sup>2</sup> Any interim payments made after 1 July 2006 and before this Deed takes effect shall be deducted from the annual payment of \$1.5 million (or the *pro rata* amount) and interest at 6% pa will be paid on the shortfall.

<sup>3</sup> The capital sum will be subject to interest at 6% pa from 1 July 2006 until payment by the Crown.

- (c) a dutiable gift for gift duty purposes.

If a payment is chargeable with GST, the Crown must, in addition to any other payment pay the Board the amount of GST payable in respect of the payment. If a payment is assessed for income tax or gift duty the Crown agrees to pay, on demand in writing, any such assessment.

2.6.3 In addition, from the date of this Deed ('commencement date') the Board shall be entitled to half of any surplus revenue after the Crown has recovered its costs relating to fishing and boating except that any shortfalls in recovery may not be accumulated for subsequent recovery as a cost for longer than 15 years after the commencement date, and thereafter for longer than 5 years. For the purposes of this clause revenue from "boating" refers to the fees for the use of boating facilities such as boat ramps, marina berths and fees received for permits and licences for moorings and regulating craft. For the purposes of this clause, costs shall include:

- (a) an amount equivalent to the operating costs (including a capital charge where relevant) of the Departments of Internal Affairs and Conservation in respect of fishing and boating;
- (b) depreciation on the Crown facilities directly used to generate fishing and boating revenue;
- (c) the amount of \$426 000 per annum for 50 years from commencement date (being the amortisation over 50 years of part of the abovementioned capital sum);
- (d) the amount of \$250 000 per annum (equating to imputed rent on Crown facilities directly used to generate fishing and boating revenue and being part of the abovementioned annual payment of \$1.5 million).

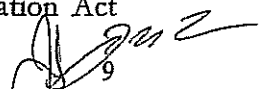
2.6.4 The sum of \$1.5 million payable under clause 2.6.1(a) shall be reduced by half the amount by which the Crown revenue from anglers and boaters for the preceding year falls below \$1.5 million.

2.6.5 The payment by the Crown under this Deed is subject to section 10 of the Maori Trust Boards Act 1955 being amended to read along the lines set out in Schedule 7.

2.6.6 The Crown will provide the Board with a set of accounts annually covering its revenue and costs in relation to fishing and boating and showing the amounts of losses if any to be accumulated as provided above.

### 3. MISCELLANEOUS

3.1 Nothing in this Deed is intended to affect or alter the provisions of Part 5B (Freshwater Fisheries) and section 53(3) and (4) of the Conservation Act



1987, and freshwater fisheries regulations under that Act in respect of the Lake Taupo fishery. For purposes of clarity it is recorded that any change to the current operation of the Lake Taupo fishery as a separate fishery with its own paid licences is not to prejudice the Board financially.

3.2 Nothing in this Deed is intended to exclude or limit:

3.2.1 The exercise by the Crown of any statutory power to control or manage commercial fishing, provided that no person shall operate any commercial right on Taupo Waters without a licence from the Board; or

3.2.2 Any of the provisions of section 14(2) of the Maori Land Amendment and Maori Land Claims Adjustment Act 1926.

3.3 The Board acknowledges the right of the Crown to control and legislate in respect of water including its use and quality, public safety, public health, navigation and recreation.

3.4 The Board acknowledges that the issue of land use consents, water permits or discharge permits is currently controlled/regulated by local authorities and is not affected by this agreement. The Board acknowledges that Taupo Waters are subject to all other enactments that apply to land including, in particular, the Resource Management Act 1991.

3.5 The Board acknowledges that the Minister of Local Government is the responsible Minister for Lake Taupo under Part 39A of the Local Government Act 1974 and that that Minister appoints a Harbourmaster. The provisions of this Deed and the operations of the Taupo-nui-a-Tia Management Board are subject to such provisions and powers of the Local Government Act 1974 and any other enactment regulating navigation and safety.

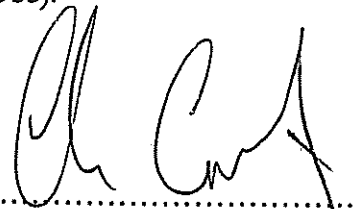
3.6 The parties to this Deed acknowledge that the agreements reached have been developed in good faith and are fair and reasonable in respect of the interests of both parties as they are understood and known at the time of signing. Nothing in the Deed shall, however, prejudice or preclude a claim commenced by or on behalf of any Maori under section 6 of the Treaty of Waitangi Act 1975 nor any claim for compensation under the provisions of the 1926 Act. The agreements within this Deed may, however, be raised in any proceedings as evidence of how the Crown has sought to provide for settlement of issues relating to Taupo Waters (including the settlement of any historical or contemporary claims relating to the annuity payment under section 10 of the Maori Trust Boards Act 1955).

SIGNED on behalf of HER MAJESTY )  
THE QUEEN OF NEW ZEALAND by )

Hon. Chris Carter )

Minister of Conservation, in the )  
presence of: )

James Schuler )  
1-



SIGNED on behalf of HER MAJESTY  
THE QUEEN OF NEW ZEALAND by

Hon. ... Parekura ... Heremia.

Minister of Maori Affairs, in the  
presence of:

*James  
Solivator  
Wellington*

THE SEAL of TUWHARETOA  
MAORI TRUST BOARD was  
hereto affixed pursuant to a resolution  
thereof, and in the presence of:

*Tumu Te Heuheu*

Tumu Te Heuheu, Chairman

*Paranapa Otimi*

Paranapa Otimi, Deputy Chairman

*Rakeipoho Taiaroa*  
Rakeipoho Taiaroa, Secretary

*Hon P. T. Heremia*

*James Solivator*  
*Wellington*



*Severance Raukawa George*

*F. A. Davis*

*James Solivator*

*Tumu Te Heuheu*

*George Tahi*

*Stephen Arah*

*Rakeipoho Taiaroa*

(Recitals)

**SCHEDULE 1**

1. Computer Freehold Register 191117, South Auckland Land Registration District being an estate in Maori Freehold Land of 61400.0000 hectares more or less and described as Taupo Nui A Tai Block and shown on ML 22226 (South Auckland) and ML 5568 (Wellington) subject to section 11 Crown Minerals Act 1991.
2. Computer Freehold Register 191120, South Auckland land Registration District being an estate in Maori Freehold Land of 52.6600 hectares more or less and described as Te Awa O Waikato Ki Te Toka O Tia Block and shown on ML 22225 subject to section 11 of the Crown Minerals Act 1991.
3. Computer Interest Register (provisional) 339795, South Auckland Land Registration District being an Amalgamation Order under Section 307 Te Ture Whenua Maori Act 1993 and described as Te Hokinga mai o te papa o nga awa ki te Poari hei Kaitiaki o nga Hapu o Ngati Tuwharetoa.

(Clause 2.1)

**SCHEDULE 2**

The Excluded Lands from Te Hokinga mai o te papa o nga awa ki te Poari hei Kaitiaki o nga Hapu o Ngati Tuwharetoa Block are listed in the Schedule to the Maori Land Court Order of Judge Patrick John Savage dated 14 April 2003, a copy of which order is set out in full in this Schedule:

A20010005806

**ORDER AMENDING A RECORD OF THE COURT**

**Te Ture Whenua Maori Act 1993, Section 86**

In The Maori Land Court  
of New Zealand  
Aotea District

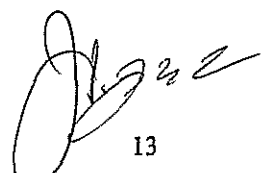
**IN THE MATTER of the beds of rivers  
and streams and tributaries flowing  
into Lake Taupo**

AT A SITTING of the Court held at Wanganui on the 14<sup>th</sup> day of April 2003 before Patrick John Savage, Esquire, Judge.

WHEREAS on the 14<sup>th</sup> day of October 1999 at 96 Aotea Minute Book 17-20 various lands being parts of the beds of rivers and streams flowing into Lake Taupo and their tributaries previously acquired by the Crown were vested in the Tuwharetoa Maori Trust Board pursuant to Section 134 of Te Ture Whenua Maori Act 1993.

AND WHEREAS on the 27<sup>th</sup> day of February 2001 at 103 Aotea Minute Book 55-58 certain other lands also being parts of the beds of rivers and streams flowing into Lake Taupo and their tributaries previously acquired by the Crown were similarly vested in the Tuwharetoa Maori Trust Board.

AND WHEREAS on the 23<sup>rd</sup> day of August 2001 at 107 Aotea Minute Book 217-218 Orders were made pursuant to Section 307 (recorded in the Order as pursuant to section 308) of Te Ture Whenua Maori Act 1993 amalgamating the titles of all the lands vested in the Tuwharetoa Maori Trust Board on the 14<sup>th</sup> day of December 1999 and the 27<sup>th</sup> day of February 2001 by cancelling the several titles made on such dates and making a Consolidation Order substituting for those titles one title for the whole of the lands so vested to be known as Te Hokinga mai o te papa o nga awa ki te Poari hei Kaitiaki o nga Hapu o Ngati Tuwharetoa.



AND WHEREAS the last mentioned Order was erroneous because

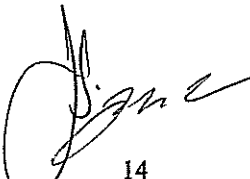
- the Order was made under the said Section 207 and not under Section 208 as specified in the Order,
- the Schedule thereto erroneously included an Order of the Court dated the 22<sup>nd</sup> day of September at 35 Aotea Minute Book 1-7,
- it did not adequately describe the lands vested in the Tuwharetoa Maori Trust Board

NOW THEREFORE the Court pursuant to Section 86 of Te Ture Whenua Maori Act 1993 for the purpose of rectifying the said error DOTH HEREBY AMEND THE Order made on the 23<sup>rd</sup> day of August 2001 at 107 Aotea Minute Book 217-218 by substituting the Schedule to this present Order as a description of the land comprised in the title known as Te Hokinga mai to te papa o nga awa ki te Poari hei Kaitiaki o nga Hapu o Ngati Tuwharetoa.

AND THE COURT DOTH FURTHER ORDER that this Order shall issue FORTHWITH

AS WITNESS the hand of the Judge and the Seal of the Court

“P J Savage”  
JUDGE



14

## SCHEDULE

Firstly, the bed of the Tongariro River shown on Plan ML 5604 and all the various adjoining portions of land shown as A – S inclusive on Plan ML 5611

Secondly, those portions of the beds of the Waihora, Waihaha, Whanganui, Whareroa, Kuratau, Poutu, Waimarino, Tauranga-Taupo, Waipehi, Waiotaka, Hinemaiaia and Waitahanui Rivers or Streams, and their tributaries falling within the boundaries of the lands comprised in SO Plans 61281 – 61289 (South Auckland Land District) and SO Plans 38164 – 38177 (Wellington Land District)

Including those portions of such beds as have roads crossing them that are under the control of Transit New Zealand shown on SO Plans 61281 to 61287 inclusive (South Auckland Land District)

And including Sections 2, 3, 4 and 7 SO 61431 (South Auckland Land District)

Excluding the lands hereinafter described

Excluding further any portion of those beds that were general land as at 11 September 1926

And further excluding therefrom all bridges, culverts, supports, footings, and structures (if any) belonging to the Crown on or over any such rivers or streams.

### EXCLUDED LANDS

The excluded lands are:

#### **Hinemaiaia Stream**

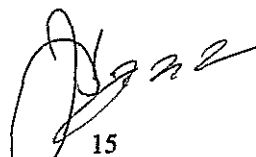
Lands within area 'A' delineated on SO Plan 61281 (South Auckland) being:

	<b>Legal Description</b>	<b>Area (hectares)</b>	<b>Registration</b>
1	Lot 1 DP 15645		25C/911
2	Lot 96 DPS 12697		7C/706
3	Section 6 Block 1 Waitahanui SD SO 48599	2.3385	H.530091
4	Section 7 Block 1 Waitahanui SD SO 48559	0.5065	H.139625

#### **Kuratau River**

Lands within 'A' delineated on plan SO 612825 (South Auckland) being:

	<b>Legal Description</b>	<b>Area (hectares)</b>	<b>Registration</b>
1	Part Whareroa Road SO 61282		

  
15

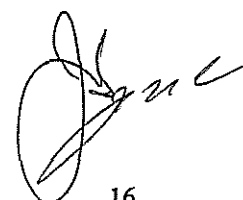
Lands within area 'B' delineated on plan SO 61282 (South Auckland) and SO 38177 (Wellington) being:

	Legal Description	Area (hectares)	Registration
	<i>South Auckland</i>		
2	Part Kuratau River Bed SO 45108	7.1199	S.637455
3	Lot 3 DPS 44125		39A/104
4	Lot 4 DPS 44125		39A/105
5	Lot 5 DPS 44125		39A/106
6	Part Section 3 Block IV Maungaku SD SO 45409		30C/93
	<i>Wellington</i>		
7	Part Kuratau River Bed SO 27806	6.3535	
8	Lot 2 DP 27809		304/125
9	Lot 3 DP 27809		304/125
10	Lot 27 DP 25715		E1/162
11	Lot 43 DP 25715		20B/236
12	Part Pukawa 4B1 SO 30343	1.2410	
13	Part Pukawa B SO 24713	88.6261	
14	Part Pukawa B SO 25494	0.8738	
15	Pukawa D1 ML 5300		46C/692
16	Part State Highway 41 SO 38177		

### Poutu River

Lands within area 'A' delineated on plan SO 38164 (Wellington) being:

	Legal Description	Area (hectares)	Registration
1	Section 1 SO 37006		44A/286



### Tauranga Taupo River

Lands within area 'A' delineated on plan SO 61283 (South Auckland) being:

	Legal Description	Area (hectares)	Registration
1	Section 36 Town of Oruatua SO 27860	1.7199	
2	Part Section 37 Town of Oruatua SO 27860		H.690792

### Waihaha River

Lands within area 'A' delineated on plan SO 61284 (South Auckland) being:

	Legal Description	Area (hectares)	Registration
1	Lot 1 DPS 72269		58A/706
2	Lot 1 DPS 75542		58A/707
3	Lot 1 DPS 78263		62A/819
4	Lot 2 DPS 78263		62A/820
5	Lot 3 DPS 78263		62A/821
6	Waitaha 3B1 ML 17004		1210/215
7	Section 1 SO 58908		49B/818
8	Section 2 SO 58802		49D/766
9	Section 3 SO 58910		49B/818
10	Section 3 SO 58911		49B/818
11	Section 4 Block IV Puketapu SD SO 53501		43B/382
12	Section 5 Block 1 Karangahape SD SO 56252		43D/200
13	Section 15 Block 1 Karangahape SD SO 56252	185.0440	43D/200
14	Part Waihaha Road SO 61284		

### Waihora River

Lands within area 'A' delineated on plan SO 61285 (South Auckland) being:

	Legal Description	Area (hectares)	Registration
1	Section 1 SO 58842	720.9400	49D/873
2	Section 2 Block IX Marotiri SD SO 50887		
3	Section 2 Block XIV Marotiri SD SO 46795		49D/873
4	Section 3 SO 58843		49D/873
5	Section 4 SO 58844		49D/873

6	Section 5 SO 58844		49D/873
7	Section 6 SO 58845		49D/873
8	Part Puketapu Road SP 61285		
9	Part Whangamata Road SO 61285		

### Waimarino River

Lands within area 'C' delineated on plan SO 38165 (Wellington) being:

	Legal Description	Area (hectares)	Registration
1	Part State Highway 1 SO 38165		
2	Kepa Road SO 38165		
3	Part Korohe Road SP 38165		
4	Part Waitake Road SO 38165		

### Waiotaka River

Lands within 'A' delineated on plan SO 38166 (Wellington) being:

	Legal Description	Area (hectares)	Registration
1	Hautu 2B1B2A2A ML 4725		849/66
2	Hautu 2B1B2A2B ML 5213		15A/1321
3	Part State Highway 1 SO 31866		
4	Rihia Road SO 31866		
5	Part Waiotaka Road SO 31866		

### Waipahi Stream

Lands within area 'A' delineated on plan SO 61286 (South Auckland) being:

	Legal Description	Area (hectares)	Registration
1	Section 3 Block II Tokaanu	3.1363	
	S.D. SO 36770		

### Waitahanui River

Lands within area 'A' delineated on plan SO 61287 (South Auckland) being:

	Legal Description	Area (hectares)	Registration
1	Part Waitahanui Stream Bed SO 32214		Proc 11877
2	Part Lot 1 DPS 13507		49D/832
3	Lot 1 DPS 61925		49D/674
4	Part Tauhara Middle 4A1A SO 32214	0.3541	
5	Part Tauhara Middle 4A1A SO 32214	0.4097	
6	Part Tauhara Middle 4A1J1B1 SO 34578	0.0271	
7	Part Tauhara Middle 4A1J16 SO 49652		42A/565
8	Part Tauhara Middle 4A1J17 SO 49652		42A/565
9	Part Tauhara Middle 4A1M1A ML 18414		11B/88
11	Part Tauhara Middle 4A1M1B1 ML 18414		2B/709
12	Awhi Road SO 61287		

### Whanganui Stream

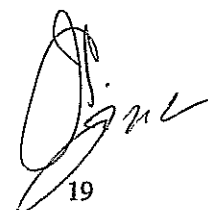
Lands within area 'A' delineated on plan SO 61288 (South Auckland) being:

	Legal Description	Area (hectares)	Registration
1	Section 7 Block V Karangahape SD SO 52402		44A/656

### Whareroa Stream

Lands within area 'A' delineated on plan SO 61289 (South Auckland) being:

	Legal Description	Area (hectares)	Registration
1	Part Lot 510 DPS 46631		46A/784
2	Part Hauhungaroa 6A – ML 12003		40B/679



19

SCHEDULE 3

(Clause 2.4)

FACILITIES

*Department of Conservation:*

Asset Number	Grid Reference	Replacement Value	Net Carrying Value	Name
36202	U18 791-616	\$30390	\$844	Blackfish Bridge
36203	U18 787-622	\$26617	\$739	Gordon William Bridge
36204	U18 783-624	\$30602	\$13696	Flat Bridge
36206	U18 782-627	\$26574	\$923	Big Pool Bridge
36207	U18 778-630	\$26659	\$2905	Totara Bridge
36208	U18 776-636	\$26498	\$883	Cliff Pool Bridge
36210	U18 774-641	\$26489	\$0	Mangamutu Bridge
36435	T19 679-538	\$10761	\$10326	Waipehi Bridge
35886	T19 536-413	\$107360	\$49028	Major Jones Bridge
35883	T19 536-375	\$94259	\$39915	Red Hut Bridge
36593	T19 539-368	\$46662	\$10443	Dreadnought Bridge
36280	U18 789-791	\$245673	\$142184	Huka Falls Bridge
36201	U18 787 -609	\$26626	\$853	Limit Bridge

*Imputed Rental: NIL*

*Department of Corrections:*

- *Water Intake*
- *Bridge*

*Imputed Rental: NIL*

**TRANSIT BRIDGES**

- Existing Transit Bridges over tributaries owned by Board (and covered by the exclusion in the Schedule to the Order of the Maori Land Court)

*Imputed Rental: \$10,000*

**LAKE TAUPO BOATING FACILITIES**

*Marinas:*

- Nukuhau and Landing Reserve jetties within Taupo Boat Harbour

*Imputed Rental: \$137,000*

- Motuoapa Marina (groynes and jetties)

*Imputed Rental: \$48,000*

*Boat Ramps and Jetties:*

Location	Boat Ramp	Jetty
Acacia Bay South	✓	✓
Acacia Bay North		✓
Te Moenga	✓	✓
Nukuhau	✓	[covered by marina]
Taupo Motor Camp	✓	
Berth No 81		✓
Landing Reserve (double)	✓	[covered by marina]
Dinghy Basin Jetty		✓
Harbourmaster Wharf		✓
Petersen Wharf		✓
Manuels		✓
2 Mile Bay	✓	✓
3 Mile Bay	✓	✓
Motutere	✓	✓
Mission Point	✓	✓
Oruatua	✓	
Motuoapa Marina	✓	[covered by marina]
Motuoapa Marina South Storage Jetty beside bridge over SH1	✓	✓
<b>TOKAANU WHARF</b>	✓	✓
Braxmere	✓	
Pukawa	✓	

Location	Boat Ramp	Jetty
Omori	✓	✓
Kuratau	✓	✓
Whareroa	✓	

*Imputed Rental: \$55,000*

*Public Moorings*

Location	GPS
Jerusalem Bay South JBSPM	38°43'.316s 176°01'.419e
Jerusalem Bay North JBNPM	38°43'.117s 176°01'.442e
Taupo Lakefront PUBMRG	38°41'.462s 176°04'.069e
Motuoapa A MOTAPM	38°55.762s 175°52'.175e
Motuoapa B MOTBPM	38°55.521s 175°51'.898e
The Nooks NOOKS	38°47.038s 175°47'.080e
Cherry Bay CHEBPM	38°47.830s 175°45'.310e
Waihaha WAIPMG	38°43.449s 175°45.013e

*Imputed Rental: NIL*

SCHEDULE 4

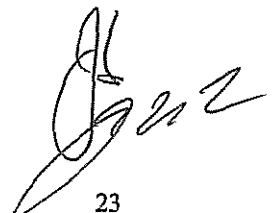
PUBLIC GOOD PURPOSES

This Schedule contains a list of existing structures for public good purposes and is, to the best of the Crown's knowledge and belief, a complete and accurate list. If, however, further Crown structures of a public good purpose are identified subsequent to the execution of this Deed and which were in existence at the execution of this Deed, or if the contents of this list are incorrect and require amendment, the parties agree that such existing structures may be added to this Schedule, or such amendments may be made, by an exchange of letters.

A structure is for a "public good purpose" if it is owned and operated by the Crown for no charge and is used for one or more of the following purposes. For the avoidance of doubt, if the Crown transfers ownership or operation of any structure for which no charge is made with the result that the structure continues to be used for a public good purpose, the structure continues to be for a public good purpose for the purposes of this Deed.

**Purpose:**

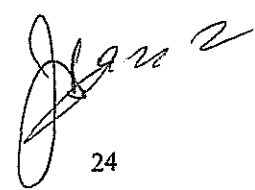
1. Non-Commercial scientific research undertaken by or on behalf of Government Departments, particularly the Department of Conservation in relation to flora, fauna and biodiversity;
2. Biosecurity controls undertaken by or on behalf of Government Departments, particularly the Department of Conservation and Ministry of Agriculture and Forestry;
3. Pollution control and clean-up undertaken by or on behalf of Government Departments, particularly the Ministry for the Environment;
4. Public health and safety measures undertaken by or on behalf of a Government Department, particularly the Ministry of Health;
5. Emergency measures arising from imminent danger to human health or safety and danger to the environment or chattels which requires immediate action undertaken by or on behalf of a Government Department;
6. Navigation aids and related harbourmaster functions under the Local Government Act 1974 (including the existing public good purpose facilities listed below).



List of existing facilities referred to in point 6 above.

**NAVIGATION LIGHTS & MARKERS**

Taupo Harbour Entrance: Port (Beacon)
Taupo Harbour Entrance: Starboard (Beacon)
Water Intake opposite fire station (Beacon)
3 Mile Bay ramp (Beacon light)
Horomatangi Reef (Beacon)
Motutere Bay danger buoy
Motuoapa Marina Water intake (Beacon)
Motuoapa Marina Starboard (Beacon)
Motuoapa Marina Port (Beacon)
Motuoapa Marina lead in beacon outer
Tokaanu Tailrace Starboard Beacon
Tokaanu Tailrace Port Beacon
Tokaanu Tailrace Leading Outer Beacon
Tokaanu Tailrace Leading Inner Beacon
Tokaanu lead in piles (12)
Kawakawa Bay danger buoy
Cardinal Mark Beacons: <ul style="list-style-type: none"><li>• Tapuaeharuru Bay (one beacon and one buoy)</li><li>• Whakaipo Bay (Cardinal mark)</li><li>• Kawakawa Bay (Cardinal mark)</li></ul>



## 200 METRE BUOYS

Location	GPS
Jerusalem Bay South JER200	38°43'.218s 176°01'.605e
Acacia Bay South ACBAYS	38°42'.673s 176°01'.758e
Acacia Bay North ACBAYN	38°42'.534s 176°01'.793e
Titiraupenga St LFG200	38°41'.607s 176°04'.248e
Lakefront LFS200	38°41'.929s 176°05'.797e
Hot Water Beach HWB200	38°42'.241s 176°05'.066e
Two Mile Bay 2MB200	38°42'.790s 176°04'.827e
Three Mile Bay 3MB200	38°43'.301s 176°04'.185e
Wharewaka 4MB200	38°43'.750s 176°03'.913e
Five Mile Bay WUI200	38°47'.310s 176°04'.470e
Hatepe AL200	38°52'.218s 176°00'.135e
Motutere MTE200	38°53'.116s 175°57'.509e
Mission Bay MISSBY	38°54'.224s 175°55'.550e
Te Rangiita TERANG	38°54'.302s 175°54'.911e
Motuoapa MOA200	38°55'.587s 175°51'.979e
Waihi Bay WAI200	38°56'.953s 175°44'.837e
Pukawa PUK200	38°54'.853s 175°45'.510e
Omori OMO200	38°54'.047s 175°45'.873e
Kuratau Ramp KUR200	38°53'.823s 175°46'.337e
Kuratau North KUN200	38°53'.540s 175°46'.621e
Whareroa WHO200	38°51'.962s 175°46'.793e

Kinloch KIN200	38°39'.936s 175°55'.125e
Whakaipo Bay WHA200	38°41'.223s 175°57'.598e
Rangatira Point RGT200	38°44'.412s 175°01'.069e

**LAKEFRONT SWIMMING ONLY AREA BUOYS – Black & White**

Buoy	38°41'.907s 176°04'.781e
Buoy	38°41'.979s 176°04'.896e

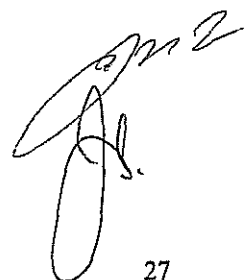
**SKI LANE BUOYS**

Place	WYPT
Kinloch	
5 Mile Bay-north	north south
5 Mile Bay south	north south
Motutere	north south
Mission Bay	north south
Waihi	east west
Omori	north south

**TAUPO HARBOUR ENTRANCE BUOYS**

Place	WYPT
Alternate channel Port can	38°41'.415s 175°03'.838e
First port hand marker	38°41'.276s 176°03'.788e
Second port hand marker	38°41'.321s 176°03'.783e
Third port hand marker	38°41'.352s 176°03'.781e
First starboard hand marker	38°41'.300s 176°03'.820e
Second starboard hand	38°41'.326s

marker	176°03'.820e
Third starboard hand marker alternate channel	38°41'.383s 176°03'.861e



Handwritten signature, possibly "J. S.", with a large flourish above it.

## SCHEDULE 5

## Private Non Commercial Structures Lake Taupo

Type	Use	Owner	Construction	GPSE	GPSN
Building	Private	Unknown	Timber	2747895	6246791
Ramp	Private	Waihi Marae Trustees	Concrete	2747986	6247067
Retaining Wall	Private	Waihi Marae Trustees	Concrete	2747982	6247090
Ramp	Private	Unknown	Concrete	2763637	6251244
Ramp	Private	Unknown	Concrete	2766166	6253257
Ramp	Private	Unknown	Concrete	2766233	6253301
Ramp	Private	Unknown	Concrete	2766243	6253312
Ramp	Private	Unknown	Concrete	2766230	6253351
Ramp	Private	Unknown	Concrete	2766384	6253411
Ramp	Private	Unknown	Concrete	2766381	6253388
Ramp	Private	Unknown	Concrete	2766411	6253354
Ramp	Private	Unknown	Concrete	2766458	6253316
Groyne	Private	Meremere 438 Ahu Whenua	Rocks	2767711	6253872
Ramp	Private	2C, C/- Judy Harris - Trustee	Concrete	2771514	6256824
Building	Private	Clayton, Geoffrey	Timber	2748756	6249953
Jetty	Private	Puketapu Properties Limited	Timber	2750589	6253629
Mooring	Private	Unknown	Plastic	2764482	6277591
Retaining Wall	Private	Kinloch Marina Society	Rocks	2764153	6278002
Ramp	Private	Bignell, Steven James	Concrete	2771534	6270153
Ramp	Private	Bignell, Steven James	Concrete	2771772	6269820
Ramp	Private	Schwass, Wendy	Steel	2773199	6272344
Ramp	Private	Harrison, Nigel	Steel	2773192	6272387
Ramp	Private	Sheard, Dennis	Concrete	2773213	6272468
Retaining Wall	Private	Unknown	Concrete	2773937	6273040
Ramp	Private	Westerman, Dorothy	Concrete	2776453	6274956
Retaining Wall	Private	Unknown	Concrete	2776775	6275222
Retaining Wall	Private	Wyatt, Faye	Timber	2776771	6275537
Retaining Wall	Private	Wight, Jennifer	Timber	2776806	6275577
Building	Private	Unknown	Concrete	2777005	6275748
Pontoon	Private	Challenge	Steel	2777250	6274555
Ramp	Private	Taupo Sea Scouts	Timber	2778354	6273482
Ramp	Private	Brookie, Raymond	Concrete	2777260	6264019
Retaining Wall	Private	Brookie, Raymond	Concrete	2777256	6264021
Retaining Wall	Private	Unknown	Concrete	2777257	2777257
Ramp	Private	Unknown	Concrete	2777263	6263993
Ramp	Private	Unknown	Concrete	2777254	6263974
Retaining Wall	Private	Unknown	Rocks	2777257	6263972

Type	Use	Owner	Construction	GPSE	GPSN
Retaining Wall	Private	Unknown	Rocks	2777252	6263966
Ramp	Private	Unknown	Concrete	2777253	6263955
Retaining Wall	Private	Unknown	Rocks	2777248	6263942
Ramp	Private	Unknown	Concrete	2777249	6263922
Retaining Wall	Private	Kemp, Richard	Rocks	2777241	6263915
Ramp	Private	Kemp, Richard	Timber	2777243	6263899
Retaining Wall	Private	Kemp, Richard	Rocks	2777241	6263894
Retaining Wall	Private	Chandler, Marion	Concrete	2777237	6263884
Ramp	Private	Chandler, Marion	Timber	2777235	6263865
Ramp	Private	Unknown	Timber	2777219	6263846
Retaining Wall	Private	Unknown	Timber	2777222	6263848
Ramp	Private	Unknown	Timber	2777229	6263840
Retaining Wall	Private	Unknown	Timber	2777225	6263831
Retaining Wall	Private	Unknown	Concrete	2777224	6263820
Ramp	Private	Unknown	Timber	2777219	6363796
Retaining Wall	Private	Unknown	Timber	2777221	6263785
Ramp	Private	Wood, Peter	Timber	2777217	6263775
Platform	Private	Wood, Peter	Timber	2777216	6263772
Ramp	Private	Steel, Peter	Timber	2777220	6263763
Ramp	Private	Clark, Grahame	Concrete	2777216	6263739
Retaining Wall	Private	Clark, Grahame	Concrete	2777232	6263721
Ramp	Private	Litchfield, Mervyn	Concrete	2777206	6263722
Retaining Wall	Private	Litchfield, Mervyn	Timber	2777205	6263723
Ramp	Private	Paice, Frances	Concrete	2777205	6263710
Ramp	Private	Jones, Struan	Steel	2777205	6263685
Retaining Wall	Private	Thorp, Thomas	Rocks	2777191	6263655
Retaining Wall	Private	Unknown	Concrete	2777186	6263635
Ramp	Private	Unknown	Concrete	2777187	6263627
Retaining Wall	Private	Unknown	Rocks	2777181	6263611
Ramp	Private	Thar Enterprises Limited	Concrete	2777156	6263482
Ramp	Private	Limbrick, Elizabeth	Timber	2777125	6263444
Ramp	Private	Unknown	Concrete	2777135	6263425
Platform	Private	Halliwell, Mary	Timber	2777139	6263430
Ramp	Private	Halliwell, Mary	Timber	2777135	6263411
Platform	Private	McCowan, Heather	Concrete	2777132	6263410
Ramp	Private	McCowan, Heather	Concrete	2777125	6263394
Ramp	Private	Unknown	Steel	2777123	6263391
Ramp	Private	McLeod, Allan	Concrete	2777124	6263364
Platform	Private	McLeod, Allan	Timber	2777122	6263371
Ramp	Private	McLeod, Allan	Concrete	2777114	6263354
Ramp	Private	Unknown	Concrete	2777107	6263321
Ramp	Private	Bradshaw, Veryan	Concrete	2777093	6263276
Retaining Wall	Private	Cutfield, Deborah	Rocks	2777097	6263273

29/12/20

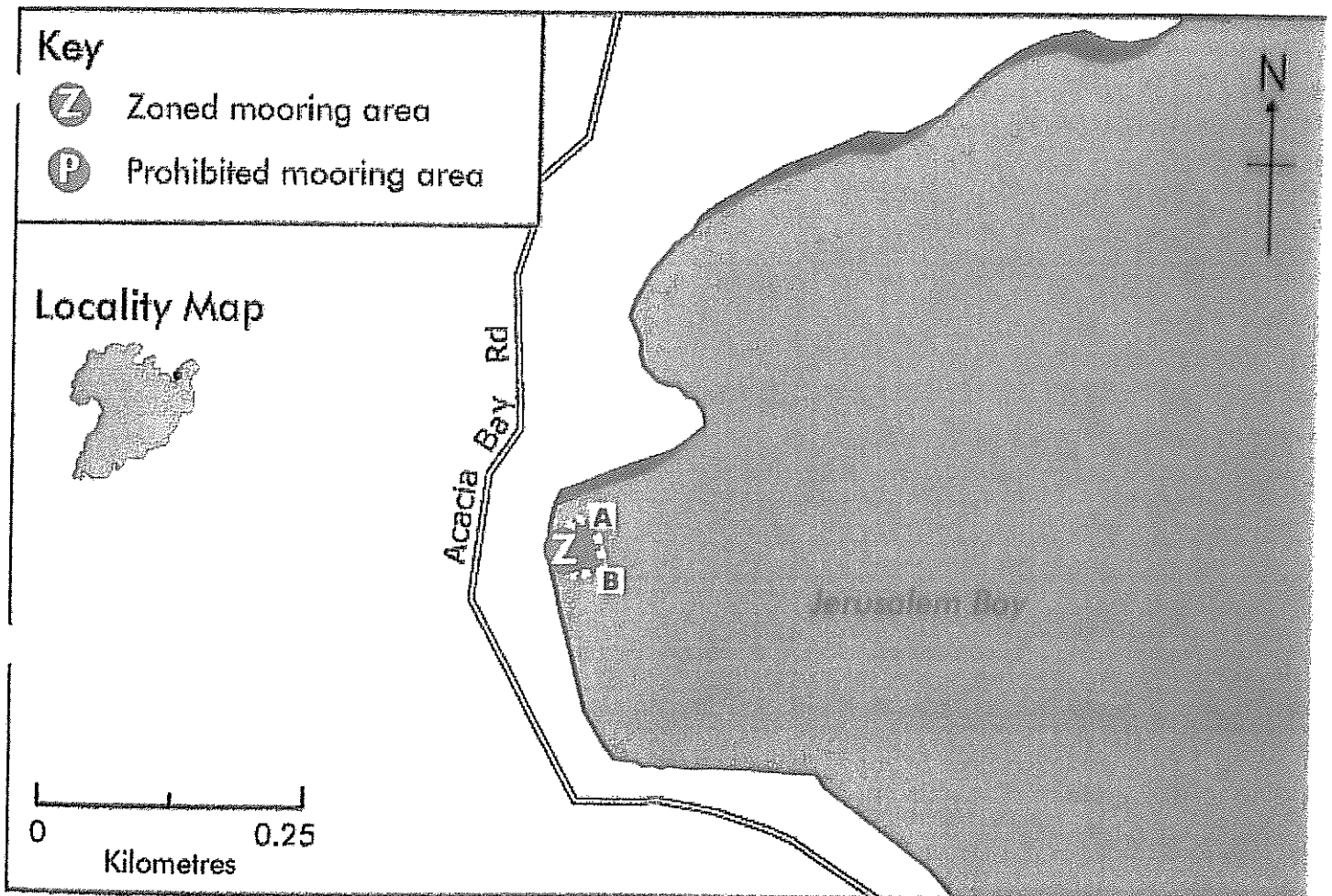
Type	Use	Owner	Construction	GPSE	GPSN
Ramp	Private	Unknown	Concrete	2777091	6263252
Retaining Wall	Private	Cutfield, Deborah	Rocks	2777087	6263249
Ramp	Private	Holt, Jacqueline	Concrete	2777065	6263194
Ramp	Private	Unknown	Concrete	2777061	6263173
Ramp	Private	Unknown	Concrete	2777054	6263155
Ramp	Private	Unknown	Concrete	2777049	6263143
Ramp	Private	Unknown	Concrete	2777046	6263126
Ramp	Private	Unknown	Concrete	2777031	6263084
Retaining Wall	Private	Pretscherer, Sonia	Rocks	2777029	6263076
Ramp	Private	Pretscherer, Sonia	Concrete	2777023	6263060
Ramp	Private	Unknown	Concrete	2776991	6262950

*John 2*

SCHEDULE 6

This Schedule is comprised of Zoned Mooring Area maps which indicate the general locality of the moorings. The mooring areas are more specifically identified by coordinates of corner points and the number of moorings within each area. The coordinate corner points are generally measured at right angles to the shore at a distance of 20 to 50 meters off shore.

FIGURE 4-1: ZONED MOORING AREA MAP 1 - JERUSALEM BAY

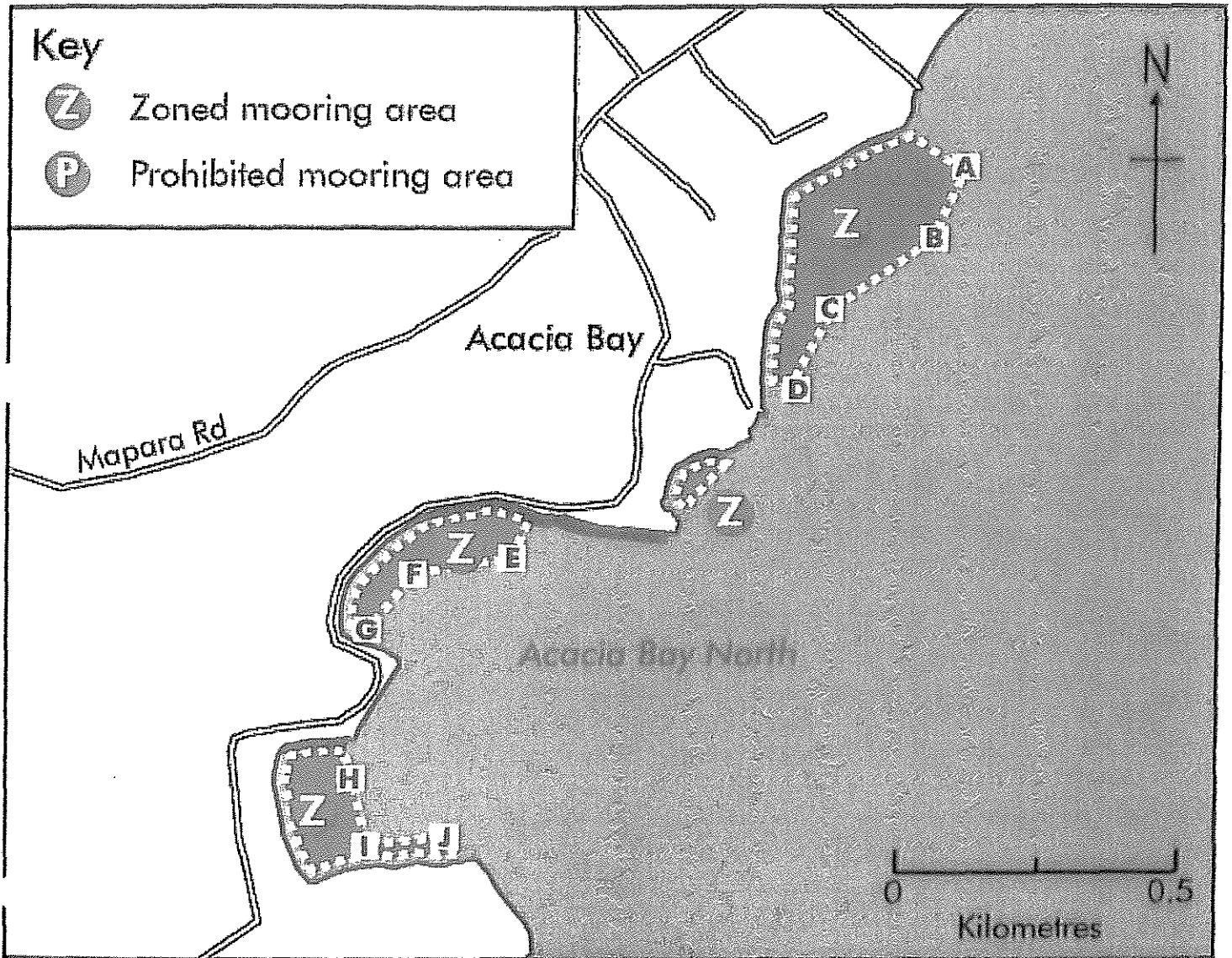


Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A - 38:43.211	176:01.378	Jerusalem Bay	2
B - 38:43.234	176:01.386	Jerusalem Bay	

*[Handwritten signature]*

FIGURE 4-2: ZONED MOORING AREA MAP 2 - ACACIA BAY SOUTH, ACACIA BAY NORTH, TE KOPUA BAY, & TE MOENGA BAY

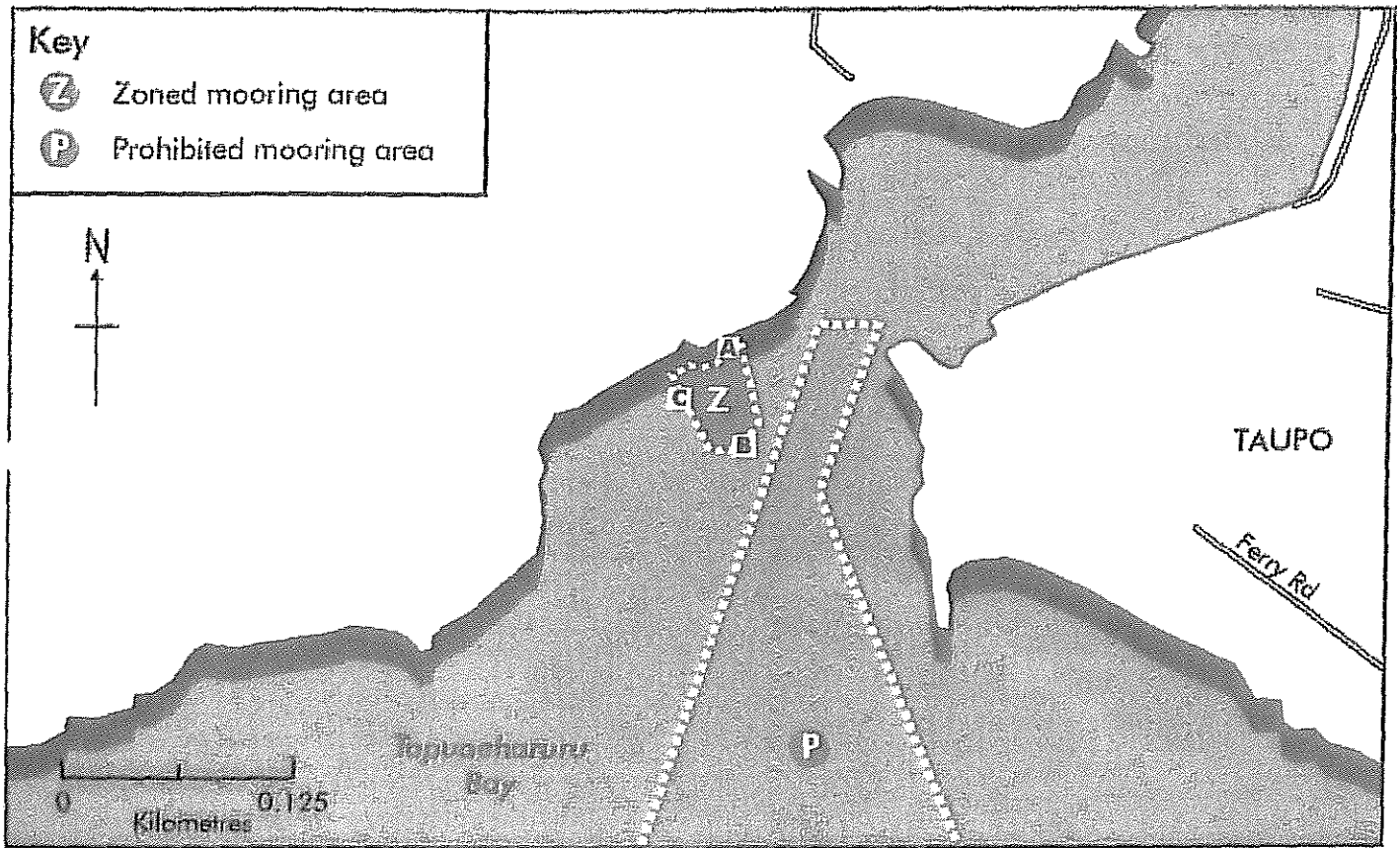


Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A - 38:42.085	176:02.342	Te Moenga Bay	42
B - 38:42.153	176:02.307	Te Moenga Bay	
C - 38:42.225	176:02.190	Te Moenga Bay	
D - 38:42.300	176:02.145	Te Moenga Bay	
Area with no coordinates -			9
E - 38:42.480	176:01.812	Acacia Bay North	19
F - 38:42.499	176:01.693	Acacia Bay North	
G - 38:42.556	176:01.641	Acacia Bay North	
H - 38:42.704	176:01.629	Acacia Bay South	27
I - 38:42.769	176:01.650	Acacia Bay South	
J - 38:42.756	176:01.750	Acacia Bay South	

*[Handwritten signature]*

FIGURE 4-3: ZONED MOORING AREA MAP 3 - WAIKATO RIVER

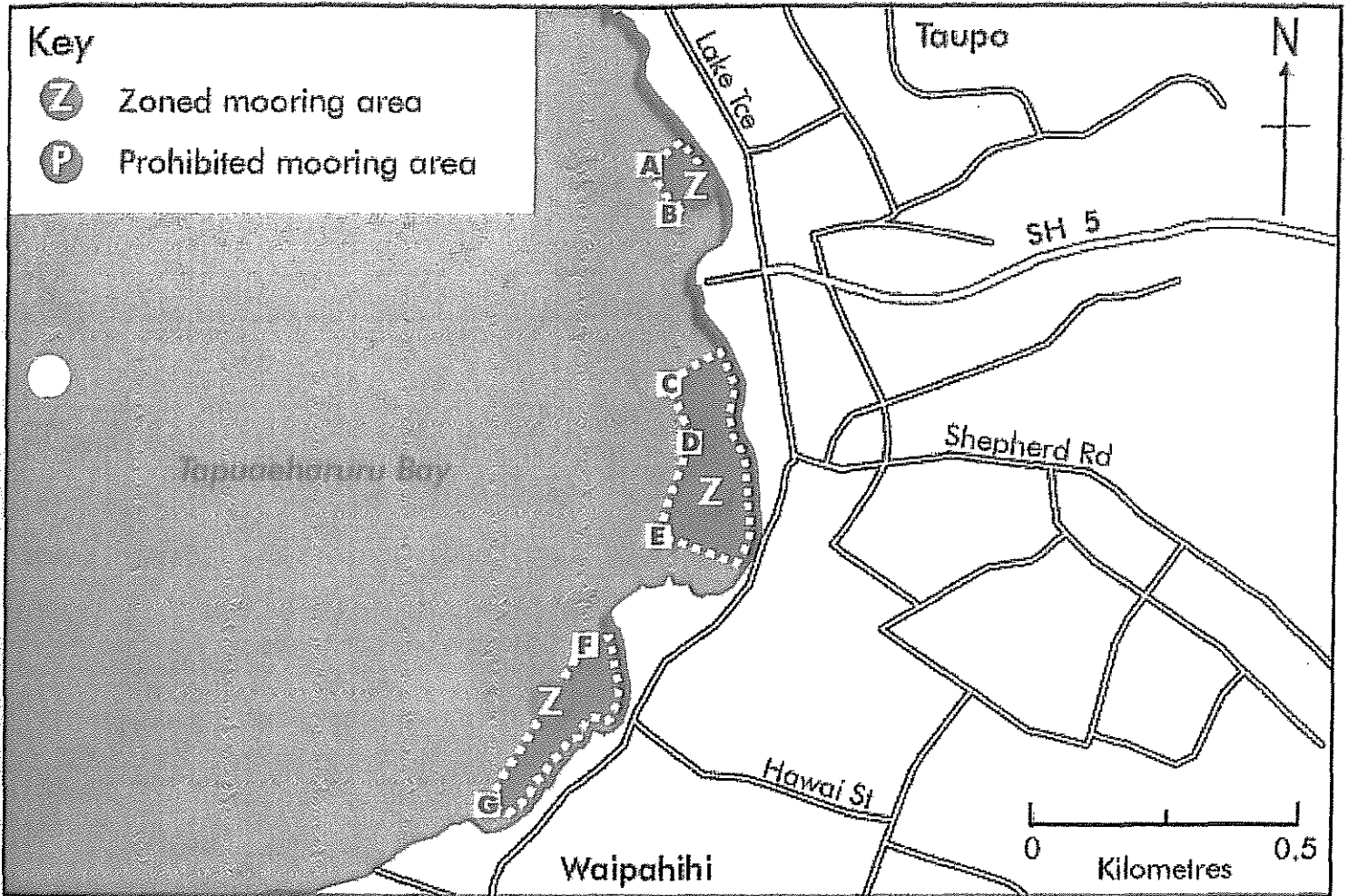


Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A - 38:41.228	176:03.786	Waikato River	2
B - 38:41.258	176:03.790	Waikato River	
C - 38:41.243	176:03.768	Waikato River	

*[Handwritten signature]*  
33

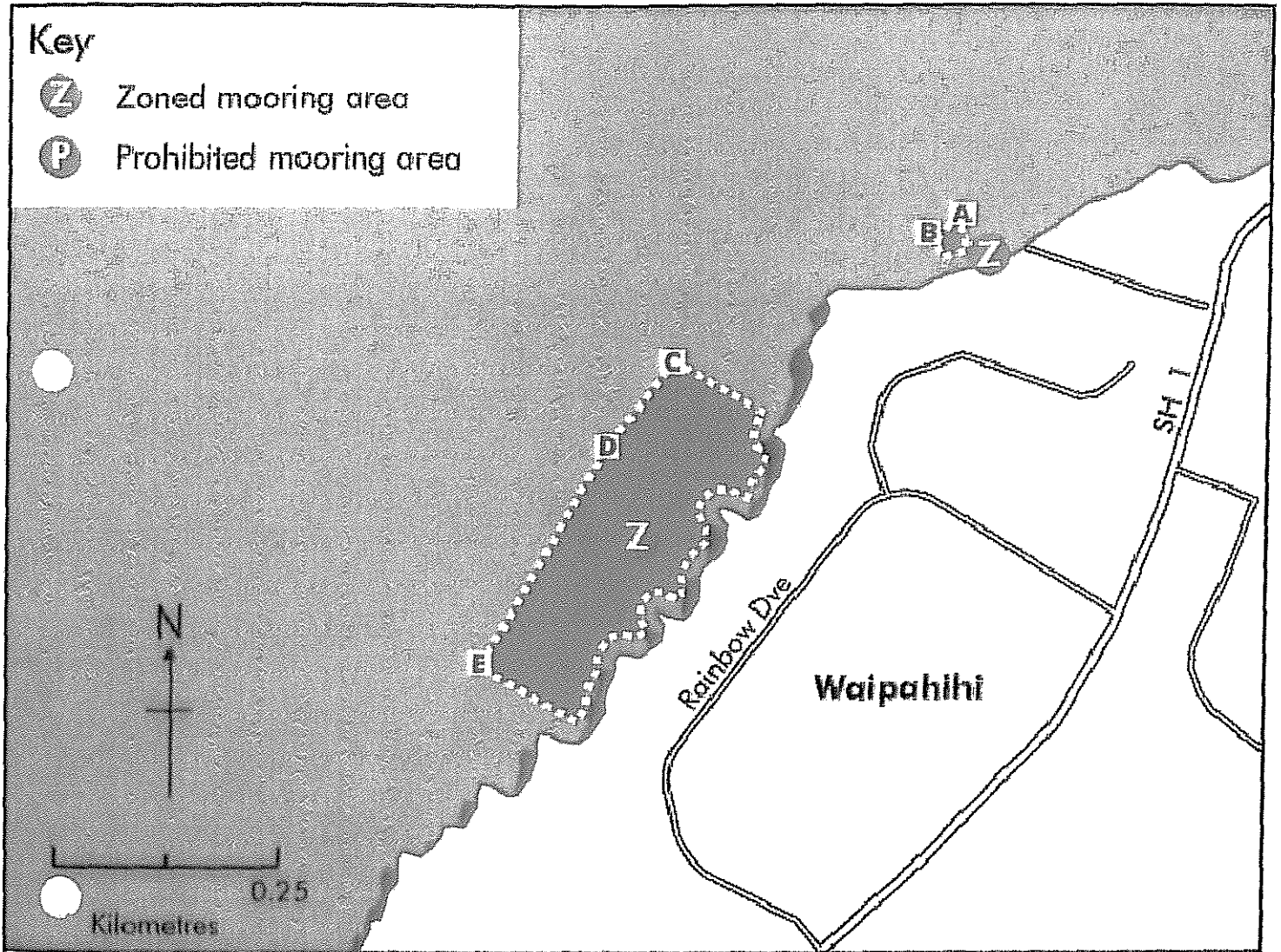
FIGURE 4-4: ZONED MOORING AREA MAP 4 - HOT WATER BEACH, WAIPAHIMI BAY, & TWO MILE BAY



Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A – 38:42.203	176:05.110	Hot Water Beach	4
B – 38:42.248	176:05.151	Hot Water Beach	
C – 38:42.426	176:05.151	Waipahihi Bay	24
D – 38:42.483	176:05.184	Waipahihi Bay	
E – 38:42.584	176:05.176	Waipahihi Bay	
F – 38:42.700	176:05.059	Two Mile Bay	11
G – 38:42.868	176:04.942	Two Mile Bay	

FIGURE 4-5: ZONED MOORING AREA MAP 5 - LIONS WALK & RAINBOW POINT

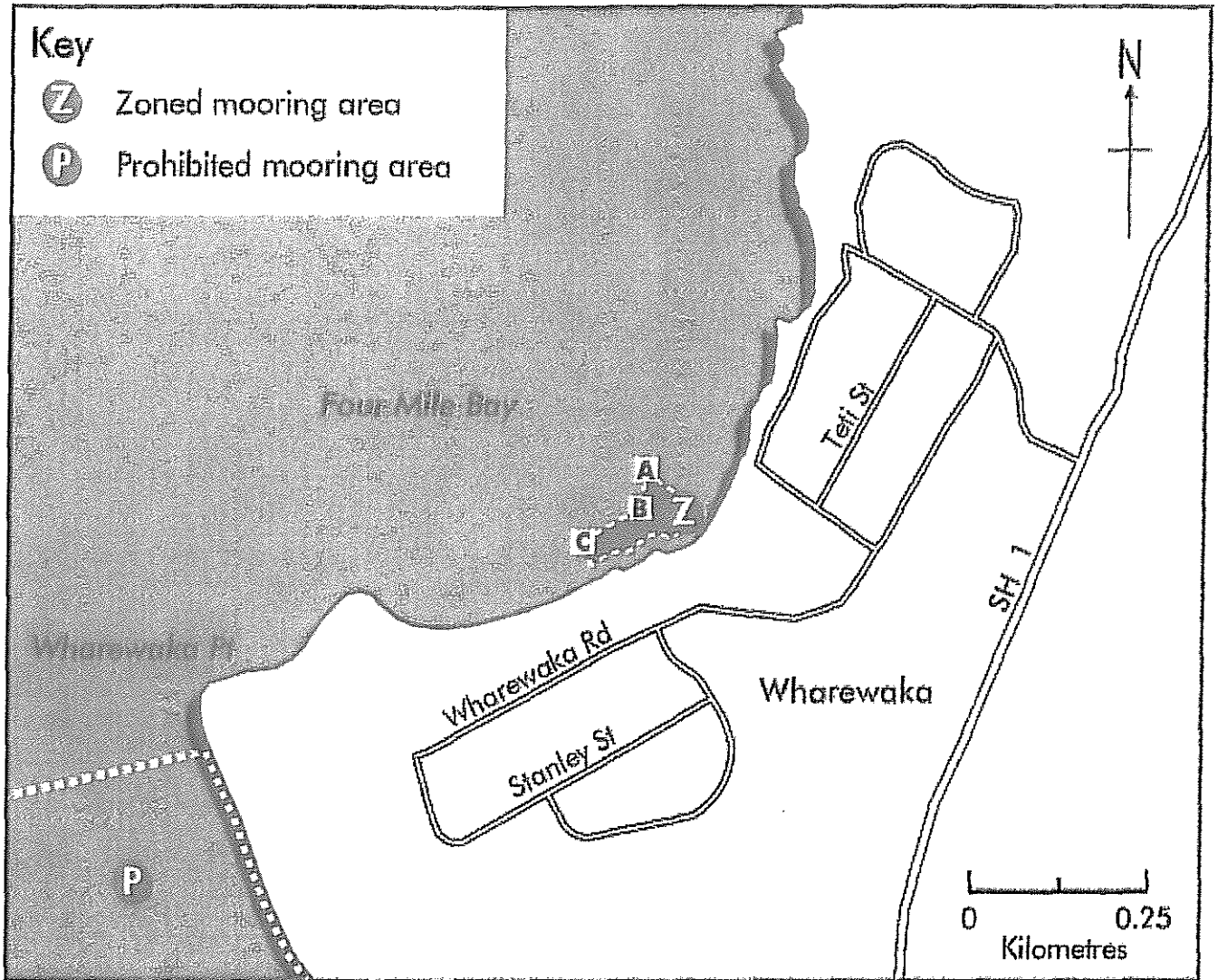


Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A - 38:42.922	176:04.752	Lions Walk	2
B - 38:42.937	176:04.736	Lions Walk	
C - 38:43.015	176:04.542	Rainbow Point	9
D - 38:43.067	176:04.494	Rainbow Point	
E - 38:43.202	176:04.406	Rainbow Point	

*[Handwritten signature]*

FIGURE 4-6: ZONED MOORING AREA MAP 6 - FOUR MILE BAY

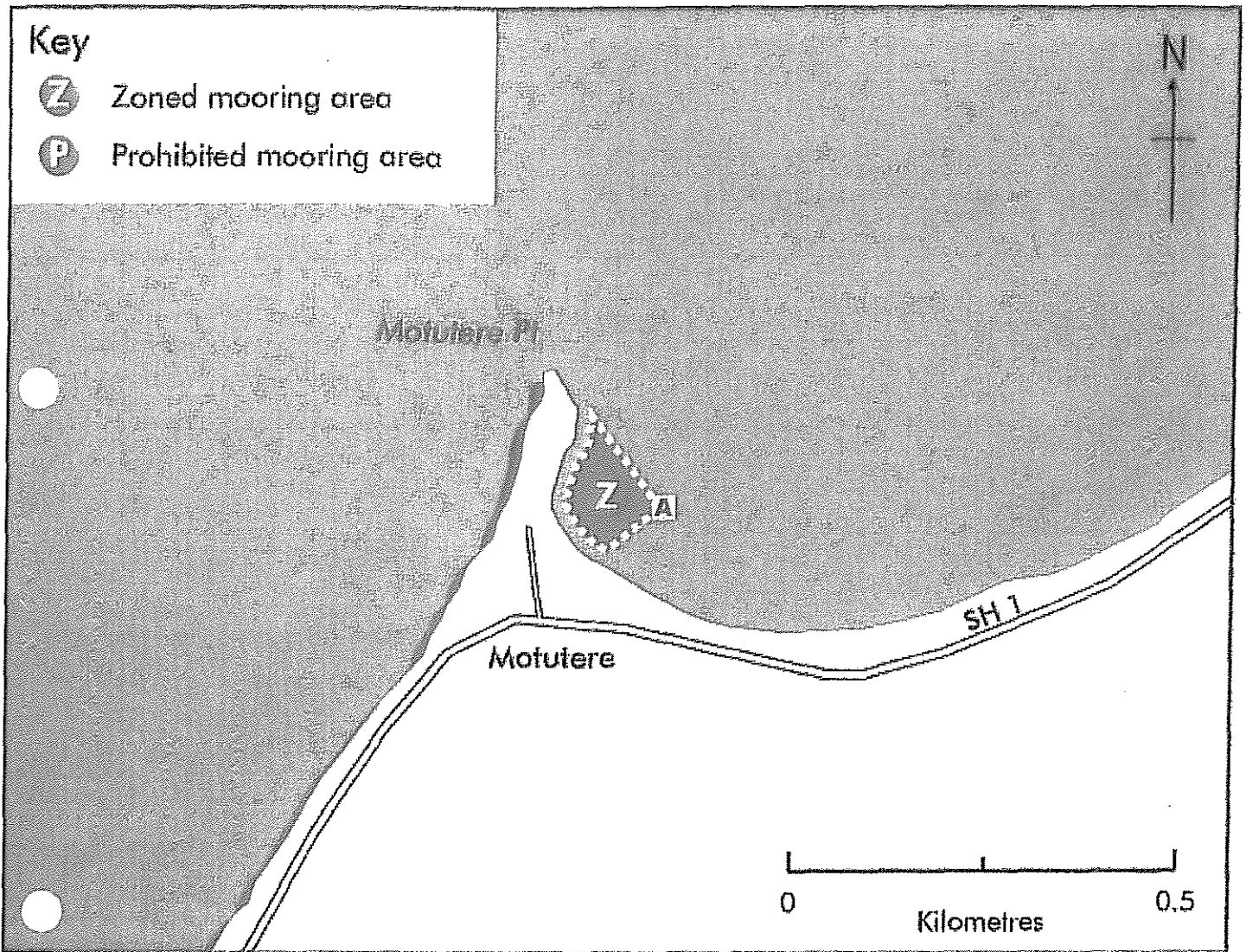


Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A - 38:43.763	176:04.040	Four Mile Bay	6
B - 38:43.789	176:04.036	Four Mile Bay	
C - 38:43.813	176:03.980	Four Mile Bay	

*[Handwritten signature]*

FIGURE 4-7: ZONED MOORING AREA MAP 7 - MOTUTERE

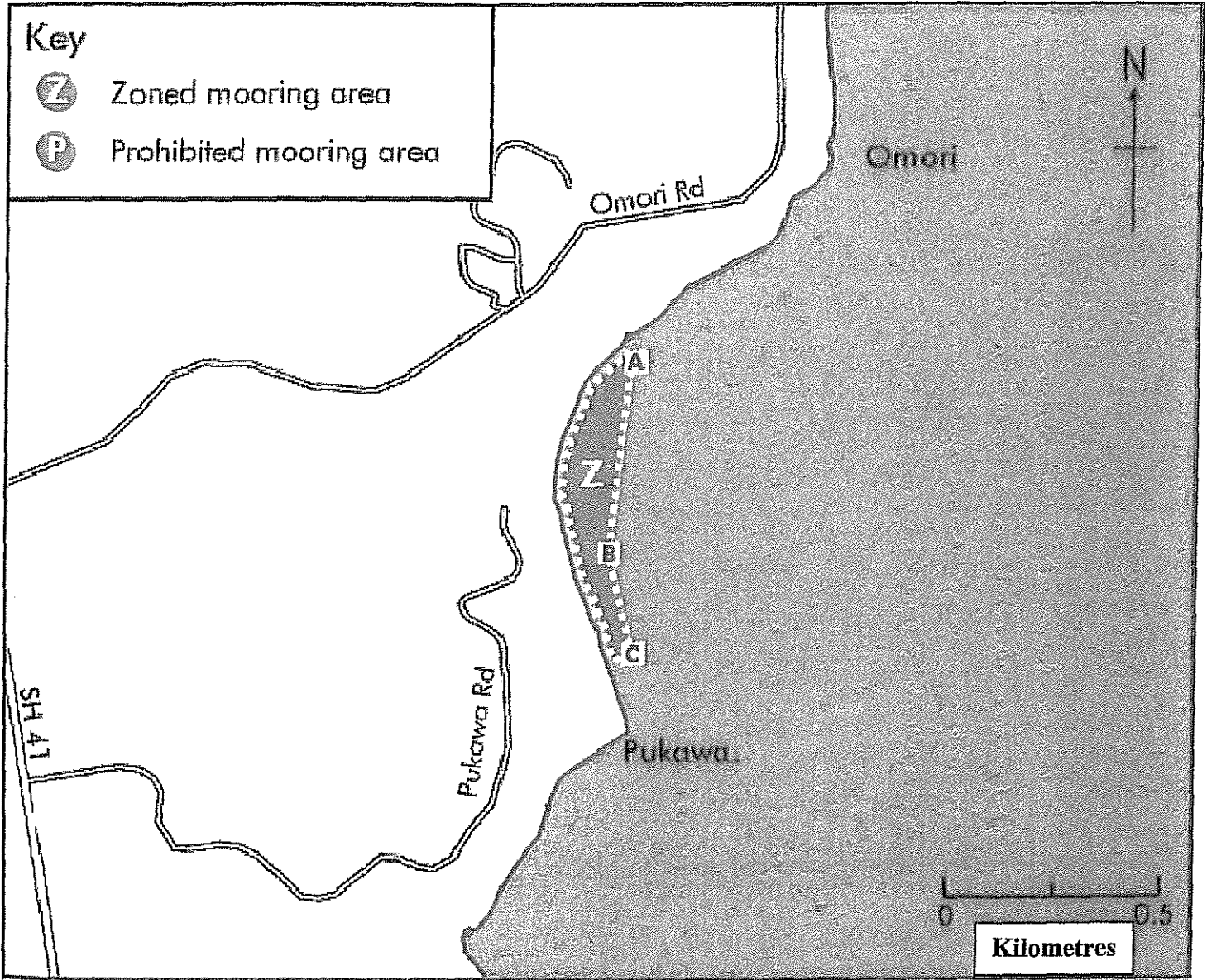


Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A - 38:53.132	175:57.381	Motutere	3

*[Handwritten signature]*

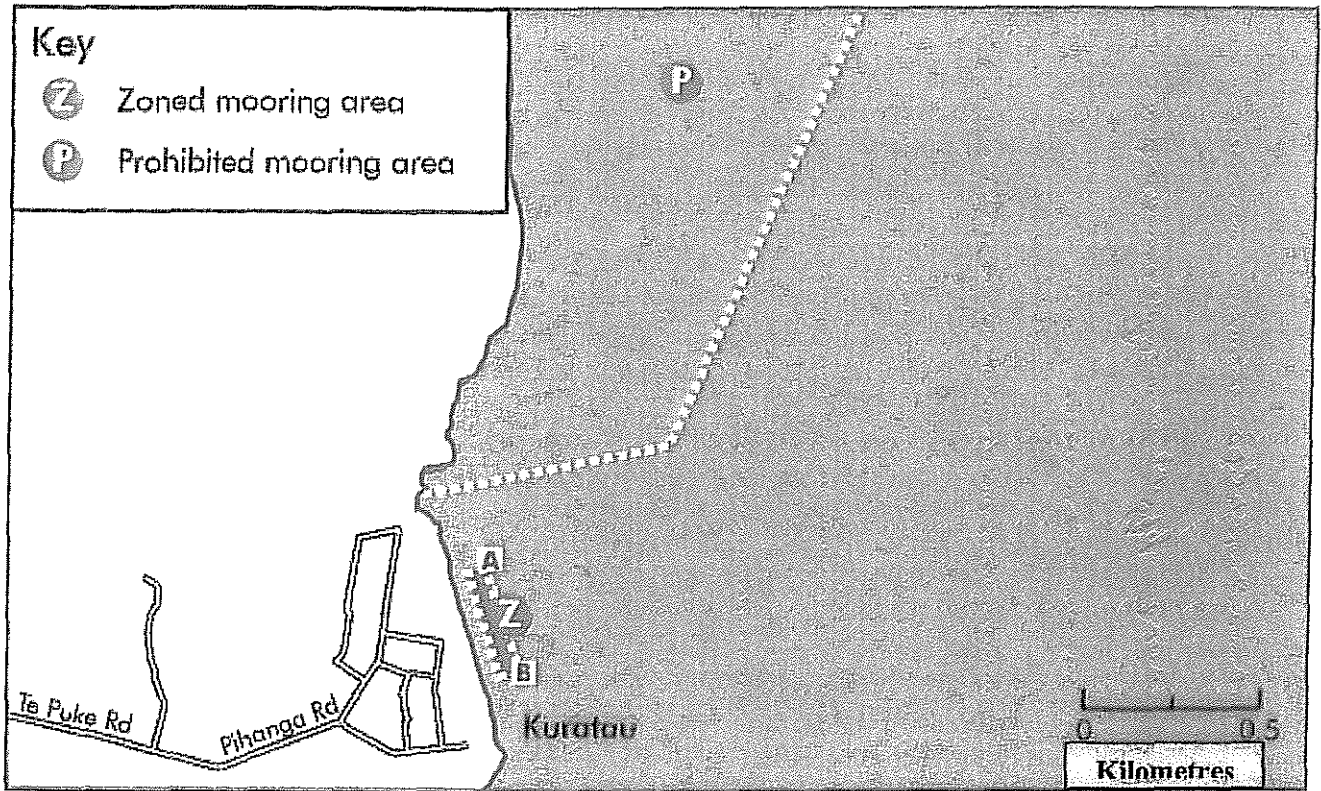
FIGURE 4-8: ZONED MOORING AREA MAP 8 - PUKAWA BAY



Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A - 38:54.555	175:45.409	Pukawa Bay	21
B - 38:54.794	175:45.382	Pukawa Bay	
C - 38:54.919	176:45.428	Pukawa Bay	

FIGURE 4-9: ZONED MOORING AREA MAP 9 - KURATAU



Co-ordinates of Corner Points (WGS84 Datum)

Latitude	Longitude	Bay Name	Number of Moorings
A – 38:53.369	175:46.462	Kuratau	4
B – 38:53.520	175:46.537	Kuratau	

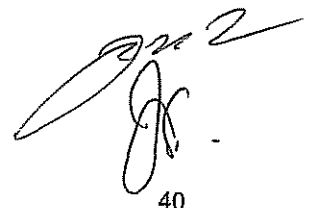
*[Handwritten signature]*

SCHEDULE 7

Proposed wording subject to Parliamentary Counsel's input:

10. **Tuwharetoa Maori Trust Board—**

- (1) The body corporate constituted by section 16 of the Maori Land Amendment and Maori Land Claims Adjustment Act 1926 under the name of the Tuwharetoa Trust Board and continued in existence by section 55 of the Maori Purposes Act 1931 shall continue to exist and be known as the Tuwharetoa Maori Trust Board.
- (2) There shall, without further appropriation than this section, be paid out of public money to the Board on the 1<sup>st</sup> day of July in each year the sum of \$1,500,000 or such greater or lesser figure that may be agreed on between the Crown and Tuwharetoa Maori Trust Board from time to time.
- (3) The beneficiaries of the Tuwharetoa Maori Trust Board are hereby declared to be the members of the Tuwharetoa tribe and their descendants.

A handwritten signature in black ink, consisting of a large, stylized initial 'J' followed by a surname that appears to be 'Gardner'. The signature is written in a cursive style.