

NGĀTI KURI
and
THE TRUSTEES OF TE MANAWA O NGĀTI KURI TRUST
and
THE CROWN

DEED TO AMEND
NGĀTI KURI
DEED OF SETTLEMENT

9/10
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DEED TO AMEND NGĀTI KURI DEED OF SETTLEMENT

THIS DEED is made on the day of 2015

BETWEEN

THE TRUSTEES OF TE MANAWA O NGĀTI KURI TRUST ("governance entity")

AND

THE CROWN

A *egm*

1. BACKGROUND

- A. Ngāti Kuri, the governance entity and the Crown are parties to a Deed of Settlement dated 7 February 2014 and a Deed to Amend dated 10 September 2014 (together, the "**Deed of Settlement**").
- B. The parties wish to enter this Deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 4.1 of the General Matters Schedule to the Deed of Settlement.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

- 1.1 This Deed takes effect when it is properly executed by the governance entity and the Crown.

AMENDMENTS TO THE DEED OF SETTLEMENT

- 1.2 The Deed of Settlement:
- 1.2.1 is amended by making the amendments set out in Schedules 1, 2 and 3 to this Deed; but
- 1.2.2 remains unchanged except to the extent provided by this Deed.

DEFINITIONS AND INTERPRETATION

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

COUNTERPARTS

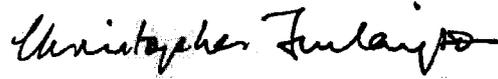
- 1.4 This Deed may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that the parties are not signatories to the original or same counterpart.

DEED TO AMEND NGĀTI KURI DEED OF SETTLEMENT

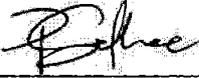
SIGNED as a deed on 24 April 2015

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

)
)



Honourable Christopher Finlayson



Signature of Witness

PATRICK SOUTHEY

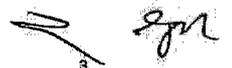
Witness Name

PUBLIC SERVANT

Occupation

WELLINGTON

Address



DEED TO AMEND NGĀTI KURI DEED OF SETTLEMENT

SIGNED by the trustees of
TE MANAWA O NGĀTI KURI TRUST

SIGNED by **ABBEY SUBRITZY BROWN**)
as trustee, in the presence of:)

Abbey Subritzzy Brown

Signature of Witness

Witness Name

Occupation

Address

SIGNED by **KAHUIPANI PETERA**)
as trustee, in the presence of:)

Kahuipani Petera

Signature of Witness

Witness Name

Occupation

Address

SIGNED by **TOKA MAAKA**)
as trustee, in the presence of:)

Toka Maaka

Signature of Witness

Witness Name

Occupation

Address

Handwritten initials: N, sm

DEED TO AMEND NGĀTI KURI DEED OF SETTLEMENT

SIGNED by SHERIDAN AROHA WAITAI)
as trustee, in the presence of:)

Sheridan Aroha Waitai

Signature of Witness

Witness Name

Occupation

Address

SIGNED by TOM PETRICEVICH)
as trustee, in the presence of:)

Tom Petricevich

Signature of Witness

Witness Name

Occupation

Address

SIGNED by DONNA MARIE SMITH)
as trustee, in the presence of:)

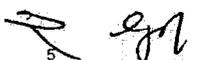
Donna Marie Smith

Signature of Witness

Witness Name

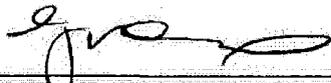
Occupation

Address



DEED TO AMEND NGĀTI KURI DEED OF SETTLEMENT

SIGNED by GRAEME NEHO
as trustee, in the presence of:



Graeme Neho



Signature of Witness

GARY WESLEY McDONALD

Witness Name

RETAIL STORE MANAGER

Occupation

23-27 MATTHEWS AVE KAITIARA

Address

SIGNED by LILLIAN GRACE KARAKA
as trustee, in the presence of:

Lillian Grace Karaka

Signature of Witness

Witness Name

Occupation

Address

SIGNED by WALTER JOHN WELLS
as trustee, in the presence of:

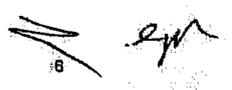
Walter John Wells

Signature of Witness

Witness Name

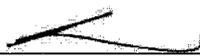
Occupation

Address

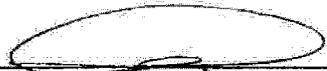


DEED TO AMEND NGATI KURI DEED OF SETTLEMENT

SIGNED by HENRI JACQUES BURKHARDT)
as trustee, in the presence of:)



Henri Jacques Burkhardt



Signature of Witness

Loi Nguyen

Witness Name

Operations Manager

Occupation

164 Ransom Smyth Drive

Address

SIGNED by CHARLIE KYLE SUCICH)
as trustee, in the presence of:)

Charlie Kyle Sucich

Signature of Witness

Witness Name

Occupation

Address

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SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT
(Deed of Settlement, Documents Schedule and Attachments)

Deed of Settlement

Current reference	Amendment
Part 8, clause 8.1.1	Delete clause 8.1.1 and replace with the following: "8.1.1 the fee simple estate in Tirirangi Urupā,".
Part 8 clause 8.1.12	At the end of clause 8.1.12, delete "." and replace with "; and".
Part 8, clause 8.1.12	Insert, after clause 8.1.12, a new heading and new clause 8.1.13 as follows: <i>"In fee simple subject to a right of way easement in gross</i> 8.1.13 the fee simple estate in The Pines Block, subject to the governance entity providing a registrable right of way easement in gross in favour of the Minister of Conservation in relation to the part of The Pines Block (shown in red on deed plan OTS-088-20) in the form set out in part 5.19 of the documents schedule."

Documents Schedule

Current reference	Amendment
Part 5	Insert new part 5.19 heading as follows: "THE PINES BLOCK RIGHT OF WAY EASEMENT IN GROSS (MINISTER OF CONSERVATION)"
New part 5.19	Insert the form of easement attached to this Deed as Schedule 2.

Attachments

Current reference	Amendment
Part 2.2	Replace the deed plan for The Pines Block (OTS-088-20) with the deed plan attached to this Deed as Schedule 3.

SCHEDULE 2

THE PINES BLOCK RIGHT OF WAY EASEMENT IN GROSS (MINISTER OF CONSERVATION)

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

North Auckland

Grantor

Surname must be underlined

The Trustees Te Manawa O Ngāti Kuri Trust

Grantee

Surname must be underlined

Her Majesty the Queen acting by and through the Minister of Conservation

Grant of easement

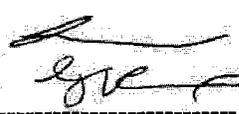
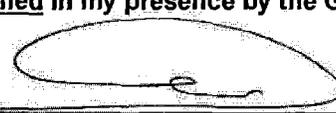
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee in gross and in perpetuity the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule B

Dated this

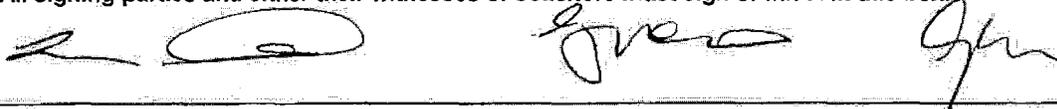
day of

20

ATTESTATION:

 Signature of Grantor	Signed in my presence by the Grantor: 
	Signature of Witness
	Witness Name: <u>Loi Nyer</u>
	Occupation: <u>Operations Manager</u>
	Address: <u>164 Ransom Smyth Drive</u>

All signing parties and either their witnesses or solicitors must sign or initial in this box.



DEED TO AMEND NGĀTI KURI DEED OF SETTLEMENT

Signed on behalf of Her Majesty the Queen by acting under a delegation from the Minister of Conservation	Signed in my presence by the Grantee <hr/> <i>Signature of Witness</i> Witness Name: Occupation: Address:
<hr/> Signature of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

All signing parties and either their witnesses or solicitors must sign or initial in this box.



DEED TO AMEND NGĀTI KURI DEED OF SETTLEMENT

ANNEXURE SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	Coloured red on deed plan OTS-088-20. Subject to survey. [note for the document to be registered need to insert the legal description after the survey is completed]	Allotment 16 Parish of Muriwhenua, as shown on SO Plan 59677	In gross

Unless otherwise provided below the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007. The implied rights and powers are varied by the provisions set out in **Annexure Schedule B**.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

ANNEXURE SCHEDULE B

Easement Instrument	Dated:	Page of pages
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Right of Way Easement Terms and Conditions

1. The Grantee, including her employees, contractors and invitees (which includes the general public) has the full, free, uninterrupted and unrestricted right, liberty and privilege to pass and re-pass from time to time and at all times, on foot, or with or without Vehicles over and along the Easement Land subject to the following conditions:

(a) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall take all reasonable precautions to guard against danger on the Servient Land and, notwithstanding clause 2 shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising any rights under this Easement;

(b) the Grantee shall at its cost, repair any roads, tracks, fences, gates, or other structures on the Servient Land which are damaged by the Grantee;

(c) the Grantee may install and replace any roading equipment or structures (including signage) necessary to exercise its rights under this Easement and shall repair and maintain such roading equipment and structures at its cost in all things, so as to keep them in good order, condition and repair and to prevent them from becoming a danger or nuisance;

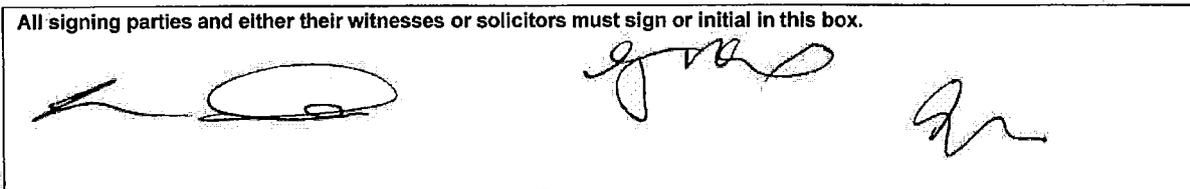
(d) the Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right to erect fences, barriers and signs and notices warning of any danger and to erect, renew and maintain gates together with all necessary fittings and fixtures across any road or track on the Easement Land. The Grantee must obtain the Grantor's prior written consent before taking any such measures; and

(e) the Grantee will not light any fire on the Easement Land.

Repair and Maintenance

2. The Grantee shall at its cost repair and maintain the right of way over the Easement Land to a standard suitable for its activities **PROVIDED THAT** if any repair or maintenance is required as a result of any act, omission or neglect of the Grantor then the Grantor shall pay the cost of such repair or maintenance.

All signing parties and either their witnesses or solicitors must sign or initial in this box.



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Easement Instrument	Dated:	Page of pages
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3. When carrying out any repairs, maintenance or improvements to roading under clause 2, the Grantee shall not:

- (a) widen the road; or
- (b) alter the location of the road; or
- (d) change the nature of the surface of the road; or
- (e) park or store equipment or material on the Servient Land,

without the Grantor's prior written approval, such approval not to be unreasonably withheld or delayed.

4. If the Grantor or the Grantee wish to upgrade the right of way for the convenience of its servants, agents and lawful visitors then it shall first obtain the approval in writing from the other party and then proceed to carry out such works and future repair and maintenance of those works at its own cost **PROVIDED THAT** if any such repair or maintenance is required as a result of any act, omission or neglect of one party that party shall pay the cost of such repair or maintenance.

5 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement.

Roading and Equipment Property of Grantee

6. The roading and any equipment or structure constructed or installed on the Easement Land by the Grantee shall remain the property of the Grantee and may at any time be removed by it **PROVIDED THAT** any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six (6) months after the date when written notice of such damage is provided to the Grantee by the Grantor, it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one (1) month's written notice of its intention to do so, remedy all or any of the damage and recover the cost for this from the Grantee.

Dispute Resolution

7. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).

All signing parties and either their witnesses or solicitors must sign or initial in this box.



Easement Instrument	Dated:	Page of pages
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(b) In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

No Power to Terminate

8. There is no implied power in this Easement for the Grantor to terminate the easement rights due to the Grantee breaching any term of this Easement for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

Definitions and Interpretation

9.1 **Definitions:** In this Easement unless the context otherwise requires:

"**Easement**" means this easement;

"**Easement Land**" means that part of the Servient Land over which the right of way under this Easement is granted, being Allotment 16 Parish of Muriwhenua, as shown on SO Plan 59677

"**Grantee**" means Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation;

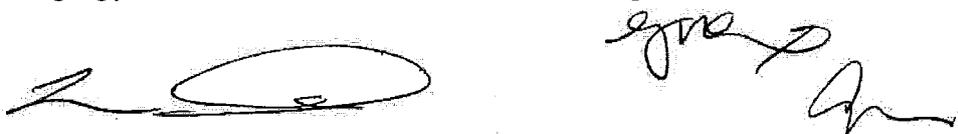
"**Grantor**" means the trustees from time to time of Te Manawa O Ngāti Kuri Trust and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns;

"**Servient Land**" means Allotment 16 Parish of Muriwhenua, as shown on SO Plan 59677;

"**Roading**" means all pavings, paths and established routes on the Servient Land and includes all materials which form part of such routes;

"**Vehicles**" means construction and maintenance vehicles, four wheel drive vehicles, quad bikes or other similar motorbikes required by the Grantee to carry plant, materials and equipment onto the Easement Land for the purposes of exercising its rights under this Easement.

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9.2 Interpretation: In the interpretation of this Easement, unless the context otherwise requires:

(a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement;

(b) references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and

(c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

All signing parties and either their witnesses or solicitors must sign or initial in this box.



SCHEDULE 3

THE PINES BLOCK (OTS-088-20)

