

TE AUPŌURI

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
LEGISLATIVE MATTERS**

JK
AKD

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1 INTRODUCTION

- 1.1 This schedule sets out the matters agreed between the parties for inclusion in the settlement legislation.



2 TITLE, COMMENCEMENT AND PURPOSE

2.1 The settlement legislation is to provide that—

2.1.1 its title is Te Aupōuri Claims Settlement Act []; and

2.1.2 it comes into force on the day after the date on which it receives the Royal assent or, if any provision has not been brought into force by the day that is 12 months after the date on which the settlement legislation receives the Royal assent, the provision comes into force on that day; and

2.1.3 its purpose is to give effect to certain provisions of this deed; and

2.1.4 it binds the Crown.

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3 SETTLEMENT

- 3.1 The settlement legislation is to provide that—
- 3.1.1 the historical claims are settled; and
 - 3.1.2 the settlement is final; and
 - 3.1.3 on and from the settlement date, the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 3.1.4 paragraphs 3.1.1 to 3.1.3 do not to limit the acknowledgements expressed in, or the provisions of, the deed of settlement.

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4 SETTLEMENT IMPLEMENTATION

Judicial bodies' jurisdiction to be excluded

- 4.1 The settlement legislation is to provide that, subject to paragraph 4.2, on and from the settlement date, despite any enactment or rule of law, no court, tribunal, or other judicial body, has jurisdiction in respect of—
- 4.1.1 the historical claims; or
 - 4.1.2 this deed; or
 - 4.1.3 the settlement legislation; or
 - 4.1.4 the redress provided under this deed or the settlement legislation.
- 4.2 The settlement legislation is to provide that the jurisdiction excluded by paragraph 4.1—
- 4.2.1 is to include the jurisdiction to inquire into, or further inquire into, or to make a finding or recommendation in respect of the matters referred to in that paragraph; and
 - 4.2.2 is not to exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of this deed or the settlement legislation.

Treaty of Waitangi Act 1975 to be amended

- 4.3 The settlement legislation is to amend schedule 3 of the Treaty of Waitangi Act 1975 by including a reference to the title of the settlement legislation.

Certain legislation to cease to apply

- 4.4 The settlement legislation is to provide that—
- 4.4.1 nothing in the legislation listed in this paragraph is to apply—
 - (a) to a redress property; or
 - (b) to RFR land; or
 - (c) for the benefit of Te Aupōuri or a representative entity; and
 - 4.4.2 the legislation is—
 - (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; and
 - (e) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990.

4: SETTLEMENT IMPLEMENTATION

Settlement properties with resumptive memorials to be required to be identified

- 4.5 The settlement legislation is to require that the chief executive of LINZ must issue—
- 4.5.1 to the Registrar-General of Land a certificate that identifies (by reference to the relevant legal description, certificate of title, or computer register) each allotment that is—
- (a) all or part of a redress property or RFR land; and
 - (b) contained in a certificate of title or computer register that has a memorial entered under any legislation referred to in paragraph 4.4.2; and
 - (c) each certificate under this paragraph, as soon as reasonably practicable after—
 - (i) the settlement date, for a redress property, exclusive RFR land or balance RFR land; or
 - (ii) the commencement of the RFR period, for each property that is shared RFR land.
- 4.6 Each certificate under paragraph 4.5 is to state the section of the settlement legislation it is issued under.

Resumptive memorials to be required to be removed from settlement properties

- 4.7 The Registrar-General of Land is to be required by the settlement legislation, as soon as reasonably practicable after receiving a certificate under paragraph 4.5, to—
- 4.7.1 register the certificate against each certificate of title or computer register identified in the certificate; and
- 4.7.2 cancel, in respect of each allotment identified in the certificate, each memorial that is entered (under the legislation referred in paragraph 4.4.2) on a certificate of title or computer register identified in the certificate.

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5 DISSOLUTION OF THE AUPOURI MAORI TRUST BOARD

- 5.1 The settlement legislation is to give effect to clause 11.6 in relation the dissolution of the Aupouri Maori Trust Board on the terms provided in this part.

Definitions to be provided

- 5.2 In the provisions relating to the dissolution of the Aupouri Maori Trust Board:

5.2.1 assets and liabilities:

- (a) means the assets and liabilities owned, controlled, or held, wholly, or in part, immediately before the commencement of this Act by the Aupouri Maori Trust Board, and
- (b) includes:
 - (i) all assets of any kind, whether in the form of real or personal property, money, shares, securities, rights or interests; and
 - (ii) all liabilities, including debts, charges, duties, contracts, or other obligations (whether present, future, actual, contingent, payable, or to be observed or performed in New Zealand or elsewhere);

- 5.2.2 **contracts and other instruments** means contracts, agreements, conveyances, deeds, leases, licences, other instruments, undertakings, notices entered into by, made with, given to or by, or addressed to, the Aupouri Maori Trust Board (whether alone or with another person) before the commencement of the settlement legislation and having effect immediately before that date; and

- 5.2.3 **Inland Revenue Acts** has the meaning given in section YA 1 of the Income Tax Act 2007.

Dissolution of the Aupouri Maori Trust Board

- 5.3 From settlement date:

- 5.3.1 the Aupouri Maori Trust Board continued by section 5 of the Maori Trust Boards Act 1955 is dissolved;

- 5.3.2 the term of office of members of the Aupouri Maori Trust Board expire;

- 5.3.3 proceedings by or against the Aupouri Maori Trust Board may be continued, completed, and enforced by or against Te Rūnanga Nui trustees; and

- 5.3.4 any reference to the Aupouri Maori Trust Board (express or implied) in any enactment (other than the settlement legislation), or in any instrument, register, agreement, deed (other than the deed of settlement), lease, application, notice or other document in force immediately before the commencement of the settlement legislation must, unless the context otherwise requires, be read as a reference to Te Rūnanga Nui trustees.



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5: DISSOLUTION OF THE AUPOURI MAORI TRUST BOARD

- 5.4 From settlement date a person holding office as a member of the Aupouri Maori Trust Board at any time before the commencement of the settlement legislation is not entitled to compensation as a result of the expiry under this section of his or her terms of office.

Transfer of assets and liabilities of the Aupouri Maori Trust Board

- 5.5 Except as provided for in paragraphs 5.7 and 5.8, the assets and liabilities of the Aupouri Maori Trust Board become the assets and liabilities of Te Rūnanga Nui trustees.

- 5.6 To the extent that any assets and liabilities of the Aupouri Maori Trust Board are held subject to:

5.6.1 any charitable trusts, those assets and liabilities are:

- (a) freed of all charitable trusts; but
- (b) subject to the trusts expressed in the Te Rūnanga Nui o Te Aupōuri Trust deed; and

5.6.2 any other trusts, covenants, or conditions affecting an asset or liability, those assets and liabilities vest in, and become the assets and liabilities of, the Te Rūnanga Nui trustees, subject to those trusts, covenants, or conditions.

Takahua Burial Ground

- 5.7 On settlement date:

5.7.1 the status of Takahua Burial Ground as a Māori reservation subject to section 338 of Te Ture Whenua Maori Act 1993 is revoked;

5.7.2 the fee simple estate in Takahua Burial Ground vests as undivided third shares in the specified groups of trustees as tenants in common, as follows:

- (a) a share vests in Te Rūnanga Nui trustees;
- (b) a share vests in Te Rūnanga o Te Rarawa trustees; and
- (c) a share vests in the trustees of Te Rūnanga-a-Iwi O Ngāti Kahu; and

5.7.3 Takahua Burial Ground is then set apart as a Māori reservation for the purposes of a burial ground for the common use and benefit of the members of Te Aupōuri, Te Rarawa and Ngāti Kahu as provided for in section 338 of Te Ture Whenua Maori Act 1993.



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5: DISSOLUTION OF THE AUPOURI MAORI TRUST BOARD

Te Neke

5.8 On settlement date:

5.8.1 the reservation of Te Neke as a Māori reservation subject to section 338 of Te Ture Whenua Maori Act 1993 is revoked;

5.8.2 the fee simple estate in Te Neke vests as undivided third shares in the specified groups of trustees as tenants in common, as follows:

- (a) a share vests in Te Rūnanga Nui trustees;
- (b) a share vests in the trustees of the Ngāti Kuri governance entity; and
- (c) a share vests in Te Rūnanga o NgāiTakoto trustees; and

5.8.3 Te Neke is then set apart as a Māori reserve for the purposes of recreation and a camping ground for the common use and benefit of the members of Te Aupōuri, Ngāti Kuri and NgāiTakoto as provided for in section 338 of Te Ture Whenua Maori Act 1993.

Final reporting requirements

5.9 As soon as is reasonably practicable after the commencement of the settlement legislation, Te Rūnanga Nui trustees must prepare a final report (as if the report were an annual report), in accordance with section 31B of the Maori Trust Boards Act 1955, to show fully the financial results of the operations of the Aupouri Maori Trust Board for the period beginning on the date of the previous annual report and ending with the close of the day immediately before the commencement of the legislation.

5.10 The final report must consist of a statement of the financial position of the Aupouri Maori Trust Board and other statements of accounts necessary to provide the information required by paragraph 5.9.

5.11 As soon as is reasonably practicable after the completion of the final report, Te Rūnanga Nui trustees must provide the final report to the Minister of Māori Affairs, who must present the final report to the House of Representatives as soon as is reasonably practicable after receiving it from Te Rūnanga Nui trustees.

Transitional provisions

Matters not affected by transfer

5.12 Nothing in this part 5:

5.12.1 places the Aupouri Maori Trust Board or Te Rūnanga Nui trustees, the Crown, or any other person or body in breach of a contract or confidence, or makes them guilty of a civil wrong; or

5.12.2 gives rise to a right for any person to terminate or cancel any contract or arrangement, to accelerate the performance of an obligation, to impose a penalty, or to increase a charge; or



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5: DISSOLUTION OF THE AUPOURI MAORI TRUST BOARD

- 5.12.3 places the Aupouri Maori Trust Board or Te Rūnanga Nui trustees, the Crown, or any other person or body in breach of an enactment, rule of law, or contract that prohibits, restricts, or regulates the assignment or transfer of an asset or liability or the disclosure of information; or
- 5.12.4 releases a surety wholly or in part from an obligation; or
- 5.12.5 invalidates or discharges a contract.

Status of contracts and other instruments

- 5.13 Contracts and other instruments are binding on, and enforceable by, against or in favour of, Te Rūnanga Nui trustees as if the contracts or other instruments had been entered into by, made with, given to or by, or addressed to or by, Te Rūnanga Nui trustees and not the Aupouri Maori Trust Board.

Status of existing securities

- 5.14 A security held by the Aupouri Maori Trust Board as security for a debt or other liability to the Aupouri Maori Trust Board incurred before the commencement of the settlement legislation:
- 5.14.1 is available to Te Rūnanga Nui trustees as security for the discharge of that debt or liability; and
- 5.14.2 if the security extends to future or prospective debts or liabilities, is available as security for the discharge of debts or liabilities to Te Rūnanga Nui trustees incurred on or after the commencement of the settlement legislation.
- 5.15 Te Rūnanga Nui trustees are entitled to the same rights and priorities, and are subject to the same liabilities, in relation to the security as the Aupouri Maori Trust Board would be if the settlement legislation had not been passed.

Books and documents to remain evidence

- 5.16 A document, matter, or thing that would have been admissible in evidence for or against the Aupouri Maori Trust Board is, on and after the commencement of the settlement legislation, admissible in evidence for or against Te Rūnanga Nui trustees.
- 5.17 For the purpose of this part, document has the same meaning as in section 48G of the Evidence Act 1908.

Registers

- 5.18 The Registrar-General or any other person charged with keeping books or registers is not required to change the name of the Aupouri Maori Trust Board to Te Rūnanga Nui trustees in the books or registers or in a document, solely because of the provisions of this part 5.
- 5.19 If Te Rūnanga Nui trustees present an instrument referred to in paragraph 5.20 to a registrar or other person, the presentation of that instrument is, in the absence of evidence to the contrary, sufficient proof that the property is vested in Te Rūnanga Nui trustees, as specified in the instrument.



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5: DISSOLUTION OF THE AUPOURI MAORI TRUST BOARD

- 5.20 For the purposes of this section, the instrument need not be an instrument of transfer, but must:
- 5.20.1 be executed or purport to be executed by Te Rūnanga Nui trustees; and
 - 5.20.2 relate to assets or liabilities held, managed, or controlled by the Aupouri Maori Trust Board or any entity wholly or partly owned or controlled by the board of the Aupouri Maori Trust Board immediately before the commencement of the settlement legislation; and
 - 5.20.3 be accompanied by a certificate given by Te Rūnanga Nui trustees or their solicitor that the property was vested in Te Rūnanga Nui trustees by or under the settlement legislation.

Transitional provisions relating to employees and agents

Liability of employees and agents

- 5.21 A person who, at any time before the commencement of the settlement legislation, held office as a member of the Aupouri Maori Trust Board or who was an officer, employee, agent, or representative of that board, is not personally liable in respect of an act or thing done or omitted to be done by him or her before the commencement of this Act in the exercise or bona fide purported exercise of an authority conferred by or under the Maori Trust Boards Act 1955 or any other enactment.
- 5.22 Paragraph 5.21 applies only:
- 5.22.1 in the absence of actual fraud; and
 - 5.22.2 if the act or omission does not amount to an offence under any enactment or rule of law.

Transfer of employees

- 5.23 On and from the settlement date, each employee of the Aupouri Maori Trust Board ceases to be an employee of the board and becomes an employee of Te Rūnanga Nui trustees.

Protection of terms and conditions of employment

- 5.24 The employment of a transferred employee must be on terms and conditions no less favourable to the transferred employee than those applying to the employee immediately before the commencement of the settlement legislation.
- 5.25 Paragraph 5.24:
- 5.25.1 continues to apply to the terms and conditions of employment of a transferred employee until they are varied by agreement between the transferred employee and Te Rūnanga Nui trustees; and
 - 5.25.2 does not apply to a transferred employee who receives any subsequent appointment with Te Rūnanga Nui trustees.




5: DISSOLUTION OF THE AUPOURI MAORI TRUST BOARD

Continuity of employment

- 5.26 For the purposes of an enactment, rule of law, determination, contract or agreement relating to the employment of a transferred employee, the transfer of the employee from the Aupouri Maori Trust Board to Te Rūnanga Nui trustees does not, of itself, break the employment of that person, and the period of his or her employment by the Aupouri Maori Trust Board is to be regarded as having been a period of service with Te Rūnanga Nui trustees.

No compensation for technical redundancy

- 5.27 A transferred employee is not entitled to receive any payment or any other benefit solely on the ground that:
- 5.27.1 the position held by the employee with the Aupouri Maori Trust Board has ceased to exist; or
- 5.27.2 the employee has ceased, as a result of his or her transfer to employment by Te Rūnanga Nui trustees, to be an employee of the Aupouri Maori Trust Board.

Transitional taxation provisions

- 5.28 Paragraphs 5.29 to 5.35 apply by virtue of the reorganisation of the governance of Te Aupōuri under paragraph 5.3, for the purposes of the Inland Revenue Acts.

Taxation in respect of transfer of assets and liabilities of Te Rūnanga Nui

- 5.29 Paragraphs 5.30 to 5.35 apply to the extent that the assets and liabilities of the Aupouri Maori Trust Board become the assets and liabilities of Te Rūnanga Nui trustees under paragraphs 5.5, 5.7, and 5.8.
- 5.30 On and from the date on which the assets and liabilities vest in Te Rūnanga Nui trustees under paragraphs 5.5, 5.7, and 5.8:
- 5.30.1 Te Rūnanga Nui trustees are deemed to be the same person as the Aupouri Maori Trust Board; and
- 5.30.2 everything done by the Aupouri Maori Trust Board before the assets and liabilities become those of Te Rūnanga Nui trustees is deemed to have been done by Te Rūnanga Nui trustees on the date that it was done by the Aupouri Maori Trust Board.
- 5.31 Income derived or expenditure incurred by the Aupouri Maori Trust Board before the assets and liabilities become those of Te Rūnanga Nui trustees does not become income derived or expenditure incurred by Te Rūnanga Nui trustees just because the assets and liabilities become those of Te Rūnanga Nui trustees under paragraph 5.5.
- 5.32 If income of the Aupouri Maori Trust Board derived from a financial arrangement, trading stock, revenue account property, or depreciable property is exempt income of the Aupouri Maori Trust Board but is not exempt income of Te Rūnanga Nui trustees, Te Rūnanga Nui trustees are treated as having acquired the financial arrangement, trading stock, revenue account property, or depreciable property on the day that it becomes the property of Te Rūnanga Nui trustees for a consideration that is its market value on that day.

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- 5.33 Te Rūnanga Nui trustees must calculate an amount from the income derived by the Aupouri Maori Trust Board that:
- 5.33.1 was exempt income under sections CW 41 and CW 42 of the Income Tax Act 2007; and
 - 5.33.2 was not distributed before the commencement of this Act.
- 5.34 In paragraph 5.33:
- 5.34.1 the amount does not represent the corpus of Te Rūnanga Nui trustees; and
 - 5.34.2 if Te Rūnanga Nui trustees distribute that amount to any person, that amount is beneficiary income of that person.
- 5.35 In paragraphs 5.27 to 5.34, the Aupouri Maori Trust Board means the Aupouri Maori Trust Board in its own capacity and in its capacity as a trustee of any trust.

Consequential revocations and amendments

- 5.36 The settlement legislation will provide for section 5 of the Maori Trust Boards Act 1955 to be revoked.
- 5.37 The settlement legislation will provide for:
- 5.37.1 clause 5 of the Maori Trust Boards Regulations 1985 to be revoked;
 - 5.37.2 clause 17 of the Maori Trust Boards Regulations 1985 to be revoked;
 - 5.37.3 Schedule 1 of the Maori Trust Boards Regulations 1985 to be amended by omitting the item relating to the Aupouri Maori Trust Board;
 - 5.37.4 Schedule 2 of the Maori Trust Boards Regulations 1985 to be amended by omitting the item relating to the Aupouri Maori Trust Board; and
 - 5.37.5 Schedule 3 of the Maori Trust Boards Regulations 1985 to be amended by omitting the item relating to the Aupouri Maori Trust Board.
- 5.38 The settlement legislation will provide for the Schedule of the Electoral (Iwi Organisation and Other Maori Organisation) Regulations 2008 to be amended by omitting the item relating to Te Aupouri Negotiations Company Limited and substituting the following item: "Te Rūnanga Nui o Te Aupōuri Trust".

6 TE ONEROA-A-TŌHĒ

General

- 6.1 The settlement legislation is to give effect as necessary to clauses 6.13 to 6.127 of the deed in relation to the Te Oneroa-a-Tōhē redress.

Specific modifications to Local Government Act 2002 provisions

- 6.2 The settlement legislation is to provide for the Local Government Act 2002 to apply to the Te Oneroa-a-Tōhē Board ("**Board**") with the modifications set out in paragraphs 6.3 to 6.11 below.

Discharge or resignation of Board members

- 6.3 Clause 31(1) of Schedule 7 of the Local Government Act 2002 (which allows a local authority to appoint or discharge a member of a committee) applies only to the appointment and discharge of the members appointed by the local authorities.
- 6.4 The following clauses of Schedule 7 of the Local Government Act 2002 do not apply to the Board:
- 6.4.1 clause 30(2) (which allows a local authority to prohibit a committee from appointing a subcommittee);
 - 6.4.2 clause 30(3) (which provides that a committee or subcommittee is subject to the direction of a local authority);
 - 6.4.3 clause 30(5) (which allows a local authority to discharge or reconstitute a committee, and a committee to discharge or reconstitute a subcommittee);
 - 6.4.4 clause 30(7) (which provides that a committee or subcommittee is discharged at the next local authority election);
 - 6.4.5 clause 31(2) (which allows a local authority to direct a committee not to appoint a subcommittee); and
 - 6.4.6 clause 31(6) (which prescribes the minimum number of members of a subcommittee).

Chair or Deputy Chair

- 6.5 The following clauses of Schedule 7 of the Local Government Act 2002 do not apply to the Board:
- 6.5.1 clause 26(3) (which allows a local authority to appoint a chairperson for a committee); and
 - 6.5.2 clause 26(4) (which allows a local authority to appoint a deputy chairperson for a committee).

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6: TE ONEROA-A-TŌHĒ

Standing orders

- 6.6 Clause 27 of Schedule 7 of the Local Government Act 2002 (which requires a local authority to adopt a set of standing orders for the conduct of meetings of a committee) does not apply to the Board.

Meetings of the Board

- 6.7 Paragraph 6.8 applies to the following clauses of Schedule 7 of the Local Government Act 2002:
- 6.7.1 clause 19 (which sets out provisions in relation to meetings of a committee);
 - 6.7.2 clause 20 (which provides for notice to be given of meetings); and
 - 6.7.3 clause 22 (which provides for extraordinary meetings).
- 6.8 The clauses of Schedule 7 of the Local Government Act 2002 referred to in paragraph 6.7 apply to the Board subject to:
- 6.8.1 all references to "local authority" being references to the Board; and
 - 6.8.2 the reference in clause 19(5) to the chief executive being a reference to the Chair of the Board.
- 6.9 The following clauses of Schedule 7 of the Local Government Act 2002 do not apply to the Board:
- 6.9.1 clause 23(3)(b) (which provides for a reduction in notice for meetings called by resolution); and
 - 6.9.2 clause 30(9)(b) (which provides for a quorum for a committee).
- 6.10 Despite clause 19(2) of Schedule 7 of the Local Government Act 2002 (which provides for the right to attend local authority meetings), the members of the Board appointed by iwi appointers and the Te Hiku Community Board:
- 6.10.1 have the right to attend any meeting of the Board; but
 - 6.10.2 do not have the right to attend meetings of the local authorities by reason merely of their membership of the Board.

Decision-making

- 6.11 Clause 24 of Schedule 7 of the Local Government Act 2002 (which provides for voting and decision-making) does not apply to the Board.

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7 KOROWAI ATAWHAI MŌ TE TAI AO - KOROWAI FOR ENHANCED CONSERVATION

General

- 7.1 The settlement legislation is to give effect to the clauses and appendix specified in clause 7.8 of the deed in relation to the korowai redress.
- 7.2 The subject matters addressed in those clauses and appendix are:
- 7.2.1 Te Hiku o Te Ika Conservation Board;
 - 7.2.2 Te Hiku o Te Ika Conservation Management Strategy;
 - 7.2.3 engagement with the New Zealand Conservation Authority;
 - 7.2.4 decision-making framework;
 - 7.2.5 customary materials;
 - 7.2.6 wāhi tapu framework;
 - 7.2.7 Te Rerenga Wairua;
 - 7.2.8 relationship and operational matters;
 - 7.2.9 the definition of Te Hiku o Te Ika iwi;
 - 7.2.10 other definitions; and
 - 7.2.11 Conservation Act 1987 provisions.

8 STATUTORY ACKNOWLEDGEMENTS

General

- 8.1 The settlement legislation is to provide for statutory acknowledgements on the terms provided in this part.

Crown to acknowledge statements of association

- 8.2 The Crown is to acknowledge the statements of association in the form set out in part 4 of the documents schedule to this deed.

Purposes of statutory acknowledgements to be specified

- 8.3 The only purposes of the statutory acknowledgments are to—
- 8.3.1 require relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to a statutory acknowledgement, as provided for in paragraphs 8.4 to 8.8; and
 - 8.3.2 require relevant consent authorities to provide summaries of resource consent applications, or, as the case requires, copies of applications, to Te Rūnanga Nui trustees, as provided for in paragraphs 8.13 to 8.17; and
 - 8.3.3 enable Te Rūnanga Nui trustees and any member of Te Aupōuri to cite a statutory acknowledgement as evidence of the association of Te Aupōuri with the relevant statutory area, as provided for in paragraph 8.20.

Relevant consent authorities to be required to have regard to statutory acknowledgements

- 8.4 A relevant consent authority is to be required to have regard to the statutory acknowledgement relating to a statutory area in deciding, under section 95E of the Resource Management Act 1991, if Te Rūnanga Nui trustees are affected persons in respect of an application for a resource consent.
- 8.5 Paragraph 8.4 is—
- 8.5.1 to apply to a relevant consent authority that has received an application for a resource consent for an activity within, adjacent to, or directly affecting, a statutory area; and
 - 8.5.2 to apply on and from the effective date; and
 - 8.5.3 not to limit the obligations of a relevant consent authority under the Resource Management Act 1991.

Environment Court to be required to have regard to statutory acknowledgements

- 8.6 The Environment Court is to be required to have regard to the statutory acknowledgement relating to a statutory area in deciding, under section 274 of the Resource Management Act 1991, whether Te Rūnanga Nui trustees are persons with an



8: STATUTORY ACKNOWLEDGEMENTS

interest in proceedings greater than the general public in respect of an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.

8.7 Paragraph 8.6 is to—

8.7.1 apply on and from the effective date; and

8.7.2 not limit the obligations of the Environment Court under the Resource Management Act 1991.

New Zealand Historic Places Trust and Environment Court to be required to have regard to statutory acknowledgements

8.8 If, on and from 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,—

8.8.1 the New Zealand Historic Places Trust is to be required to have regard to the statutory acknowledgement relating to the statutory area in exercising its powers under section 14 of the Historic Places Act 1993 in relation to the application; and

8.8.2 the Environment Court is to be required to have regard to the statutory acknowledgement relating to a statutory area in determining, under section 20 of the Historic Places Act 1993, an appeal from a decision of the Historic Places Trust in relation to the application, including determining whether Te Rūnanga Nui trustees are directly affected by the decision; and

8.8.3 archaeological site has the meaning given to it in section 2 of the Historic Places Act 1993.

Statutory acknowledgements to be required to be recorded on statutory plans

8.9 Each relevant consent authority is to be required to attach information recording the statutory acknowledgements to all statutory plans that wholly or partly cover a statutory area.

8.10 Paragraph 8.9 is to apply on and from the effective date.

8.11 The information to be required to be attached must include—

8.11.1 the provisions of the settlement legislation giving effect to paragraphs 8.3 to 8.8 in full; and

8.11.2 the descriptions of the statutory areas; and

8.11.3 the statements of association.

Effect of the recording to be provided for

8.12 The attachment of information to a statutory plan under paragraph 8.9 is for the purposes of public information only, and the information is not—

8.12.1 part of the statutory plan, unless adopted by the relevant consent authority; or

8: STATUTORY ACKNOWLEDGEMENTS

8.12.2 subject to the provisions of Schedule 1 of the Resource Management Act 1991, unless adopted as part of the statutory plan.

Consent authorities to be required to forward summaries and notices of resource consent applications

8.13 Each relevant consent authority is to be required to forward to Te Rūnanga Nui trustees—

8.13.1 a summary of resource consent applications received by that authority for activities within, adjacent to, or directly affecting a statutory area; and

8.13.2 if notice of an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area is served on the authority under section 145(10) of the Resource Management Act 1991, a copy of that notice.

8.14 Paragraph 8.13 is to apply for a period of 20 years from the effective date.

8.15 The information to be forwarded in a summary is to be—

8.15.1 the same as would be given to an affected person under section 95B of the Resource Management Act 1991; or

8.15.2 as agreed between Te Rūnanga Nui trustees and the relevant consent authority.

8.16 A summary to be forwarded under paragraph 8.13.1 must be forwarded to Te Rūnanga Nui trustees—

8.16.1 as soon as reasonably practicable—

(a) after an application is received by the relevant consent authority; and

(b) before the consent authority decides under section 95 of the Resource Management Act 1991 whether to notify the application.

8.17 A copy of the notice to be forwarded under paragraph 8.13.2 must be forwarded to Te Rūnanga Nui trustees no later than 10 business days after the day on which the consent authority receives the notice.

Te Rūnanga Nui trustees to be given ability to waive rights

8.18 Te Rūnanga Nui trustees are to be given the power, by notice in writing to a relevant consent authority, to—

8.18.1 waive their rights under paragraphs 8.4 to 8.8 and 8.13; and

8.18.2 state the scope of the waiver and the period it applies for.

Forwarding of summaries and notices not to limit other obligations

8.19 Paragraphs 8.13 to 8.17 are not to limit the obligations of a relevant consent authority to—

8.19.1 decide, under section 95 of the Resource Management Act 1991, whether to notify an application; or



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8.19.2 decide, under section 95E of that Act, whether Te Rūnanga Nui trustees are affected persons in relation to an activity.

Use of statutory acknowledgements by Te Aupōuri to be provided for

8.20 Te Rūnanga Nui trustees, and any member of Te Aupōuri, may, as evidence of the association of Te Aupōuri with a statutory area, cite the statutory acknowledgements in submissions to, and in proceedings before, a relevant consent authority, the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991, the Environment Court, or the New Zealand Historic Places Trust concerning activities within, adjacent to, or directly affecting the statutory area.

Limitations in relation to statutory acknowledgements to be provided for

8.21 The content of a statement of association is not to be, by virtue of the statutory acknowledgement, binding as fact on—

8.21.1 relevant consent authorities;

8.21.2 the Environment Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991;

8.21.3 the Environment Court;

8.21.4 the New Zealand Historic Places Trust;

8.21.5 parties to proceedings before those bodies; and

8.21.6 any other person who is entitled to participate in those proceedings.

8.22 Despite paragraph 8.21, the bodies and persons specified in that paragraph are to be permitted to take the statutory acknowledgements into account.

8.23 To avoid doubt,—

8.23.1 neither Te Rūnanga Nui trustees, nor members of Te Aupōuri, are precluded from stating that Te Aupōuri has an association with a statutory area that is not described in the statutory acknowledgements; and

8.23.2 the content and existence of the statutory acknowledgements do not limit any statement made.

Limitations in relation to statutory acknowledgements to be provided for

8.24 Except as expressly required by the settlement legislation,—

8.24.1 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 Te Aupōuri with a statutory area (as described in a statement of association) than the person would give if there were no statutory acknowledgement for the statutory area; and


20


8: STATUTORY ACKNOWLEDGEMENTS

8.24.2 the statutory acknowledgements do not—

- (a) 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; or
- (b) affect the lawful rights and interests of a person who is not a party to this deed; or

have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area.

Resource Management Act 1991 to be amended

8.25 The settlement legislation is to amend Schedule 11 of the Resource Management Act 1991 by inserting the name of the settlement legislation in alphabetical order.

9 PROTOCOLS

General

9.1 The settlement legislation is to provide for protocols on the terms provided by this part.

Issuance, amendment and cancellation of protocols to be authorised

9.2 Each responsible Minister is to be authorised to—

9.2.1 issue a protocol to Te Rūnanga Nui trustees in the form set out in part 2 of the documents schedule; and

9.2.2 amend or cancel that protocol.

9.3 A protocol may be amended or cancelled at the initiative of either—

9.3.1 Te Rūnanga Nui trustees; or

9.3.2 the responsible Minister.

9.4 The responsible Minister may amend or cancel a protocol only after consulting, and having particular regard to the views of, Te Rūnanga Nui trustees.

Protocols' effect on rights and obligations to be provided for

9.5 Protocols are not to restrict—

9.5.1 the Crown's ability to exercise its powers, and perform its functions and duties, in accordance with the law and government policy, which includes the ability to—

(a) introduce legislation and change government policy; and

(b) interact or consult a person the Crown considers appropriate, including any iwi, hapū, marae, whānau, or other representative of tangata whenua; or

9.5.2 the responsibilities of a responsible Minister or responsible department; or

9.5.3 the legal rights of Te Aupōuri or a representative entity.

Enforcement of protocols to be provided for

9.6 The Crown is to be required to comply with a protocol while it is in force.

9.7 If the Crown fails, without good cause, to comply with a protocol, Te Rūnanga Nui trustees are to be given the power to enforce the protocol.

9.8 Te Rūnanga Nui trustees' right to enforce a protocol is to be subject to the Crown Proceedings Act 1950.

9.9 Damages, or monetary compensation, are not to be available as a remedy for the Crown's failure to comply with a protocol.



Handwritten signature and initials, possibly 'JL' and 'AKA', with a small '22' above the initials.

9: PROTOCOLS

9.10 However, paragraph 9.9 is not to affect a court's ability to award Te Rūnanga Nui trustees' costs of enforcing a protocol.

9.11 Paragraphs 9.6 to 9.9 are not to apply to guidelines for implementing a protocol.

Limitations on fisheries protocol to be provided for

9.12 The fisheries protocol is not to 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 Acts:

9.12.1 the Fisheries Act 1996;

9.12.2 the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;

9.12.3 the Maori Commercial Aquaculture Claims Settlement Act 2004; and

9.12.4 the Maori Fisheries Act 2004.

Limitations on protocol with the Minister of Energy and Resources

9.13 The protocol with the Minister of Energy and Resources is not to have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, Crown owned minerals.

Limitations on culture and heritage protocol to be provided for

9.14 The culture and heritage protocol is not to have the effect of granting, creating, or providing evidence of, an estate or interest in, or rights relating to, taonga tūturu.

Noting of fisheries protocol to be required

9.15 A summary of the terms of the fisheries protocol is to be noted by the Director-General of the Ministry of Agriculture and Forestry in a fisheries plan affecting the fisheries protocol area.

9.16 The noting of the summary is—

9.16.1 for the purpose of public notice only; and

9.16.2 not an amendment to the fisheries plans for the purposes of section 11A of the Fisheries Act 1996.

Noting and effect of protocol with the Minister of Energy and Resources to be provided for

9.17 A summary of the terms of the protocol with the Minister of Energy and Resources must be noted by the Chief Executive of the Ministry of Economic Development in—

9.17.1 a register of protocols maintained by the chief executive of the Ministry of Economic Development; and

9.17.2 minerals programmes affecting the protocol area when those programmes are replaced.



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9: PROTOCOLS

9.18 The noting of the summary is—

9.18.1 for the purpose of public notice only; and

9.18.2 not an amendment to a minerals programme for the purposes of the Crown Minerals Act 1991.

9.19 **Minerals programme**, for the purposes of paragraphs 9.17 and 9.18, has the meaning given to it in section 2(1) of the Crown Minerals Act 1991.




10 FISHERIES ADVISORY COMMITTEES

Appointment of individual fisheries advisory committee

10.1 The settlement legislation is to provide that the Minister of the Crown who, under the authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995, must:

10.1.1 appoint Te Rūnanga Nui trustees on or before the settlement date as an advisory committee under section 21(1) of that Act, for the purposes of advising the Minister on—

- (a) all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry of Agriculture and Forestry under the Fisheries Act 1996; and
- (b) the fisheries protocol area; and

("advice on the relevant matters")

10.1.2 in considering any advice on the relevant matters, recognise and provide for the customary non-commercial interest of Te Aupōuri..

Appointment of joint fisheries advisory committee

10.2 The settlement legislation is to provide that the Minister of the Crown who, under the authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995, must:

10.2.1 appoint on the settlement date a joint advisory committee under section 21 of the Ministry of Agriculture and Fisheries Restructuring Act 1995 ("joint fisheries advisory committee") for the purposes of advising the Minister on:

- (a) all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry of Agriculture and Forestry under the Fisheries Act 1996; and
- (b) the fisheries protocol areas; and

("advice on the relevant matters")

10.2.2 in considering any advice on the relevant matters, recognise and provide for the customary non-commercial interests of Te Hiku o Te Ika iwi.

10.3 The settlement legislation will provide that:

10.3.1 the joint advisory committee will consist of one member appointed from time to time by each of the Te Hiku o Te Ika iwi; and



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10.3.2 where one of the Te Hiku o Te Ika iwi is not entering into a fisheries protocol (and therefore there is no defined 'fisheries protocol area', this area will be taken to mean the waters adjacent or otherwise relevant to that iwi's area of interest (including any relevant quota management area or relevant fisheries management area within the New Zealand Exclusive Economic Zone).




11 GEOGRAPHIC NAMES

General

- 11.1 The settlement legislation is to authorise the alteration of geographic names on the terms provided by this part.

Definitions to be provided

- 11.2 In this part,—
- 11.2.1 **official geographic name** is to have the meaning given by section 4 of the NZGB Act
- 11.2.2 **New Zealand Geographic Board** is to mean the board continued by section 7 of the NZGB Act
- 11.2.3 **NZGB Act** is to mean the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

Altered names of features to be provided

- 11.3 A name specified for a feature in the first column of the table in clause 9.28 of the deed of settlement is altered to the name specified for the feature in the second column of the table.
- 11.4 Each alteration is to be treated as if it were the alteration of an official geographic name by a determination of the New Zealand Geographic Board under section 19 of the NZGB Act that takes effect on the settlement date.

Publication of altered names to be required

- 11.5 The New Zealand Geographic Board is to be required, as soon as is reasonably practicable after the settlement date, to—
- 11.5.1 give public notice of each alteration of a name under paragraphs 11.3 to 11.4 in accordance with section 21(2) and (3) of the NZGB Act; but
- 11.5.2 state in the notices that the alterations took effect on the settlement date.

Alteration of new names to be provided

- 11.6 The New Zealand Geographic Board need not comply with the requirements of sections 16, 17, 18, 19(1), and 20 of the NZGB Act in making a determination to alter the official geographic name of a feature named by this part.
- 11.7 Instead, the Board may make the determination as long as it has the written consent of—
- 11.7.1 Te Rūnanga Nui trustees; or



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11: GEOGRAPHIC NAMES

11.7.2 for the names proposed to be altered to Te Oneroa-a-Tōhē / Ninety Mile Beach, Cape Reinga / Te Rerenga Wairua and Piwhane / Spirits Bay,—

- (a) Te Rūnanga Nui trustees; and
- (b) Te Rūnanga o Te Rarawa trustees; and
- (c) Te Rūnanga o Ngāi Takoto trustees.

11.8 To avoid doubt, the Board must give public notice of the determination in accordance with section 21(2) and (3) of the NZGB Act.



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12 VESTING OF CULTURAL REDRESS PROPERTIES

General

- 12.1 The settlement legislation is to include provisions vesting cultural redress properties on the terms provided by this part.

Interpretation

- 12.2 The settlement legislation is to provide that—

12.2.1 **cultural redress property** means each of the following sites, and each site means the land described by that name in part 20:

- (a) Te Ārai Conservation Area
- (b) Te Ārai Ecological Sanctuary
- (c) Hukatere Pā
- (d) Te Kao School site A
- (e) Waiparariki (Te Kao 76 and 77B)
- (f) bed of Waihopo Lake
- (g) bed of Lake Ngākeketo
- (h) Murimotu Island
- (i) Maungatiketike Pā
- (j) Pitokuku Pā
- (k) Taurangatira Pā
- (l) Kahokawa
- (m) Te Rerepari
- (n) Te Tomo a Tāwhana (Twin Pā sites)
- (o) Beach site A
- (p) Beach site B
- (q) Beach site C
- (r) Beach site D

12.2.2 **jointly vested site** means each of the following sites:

- (a) bed of Waihopo Lake



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12: VESTING OF CULTURAL REDRESS PROPERTIES

- (b) bed of Lake Ngākeketo
- (c) Murimotu Island
- (d) Beach site A
- (e) Beach site B
- (f) Beach site C
- (g) Beach site D
- (h) **reserve site** means each of the sites in paragraphs 12.2.1(a), (b), and (n) to (r) in the definition of cultural redress property.

12.3 The settlement legislation is, on the terms of this part, and parts 13 and 14, to vest the fee simple estate:

12.3.1 for each of the sites in paragraph 12.2.1, in Te Rūnanga Nui Trustees; but

12.3.2 for the jointly vested sites, in Te Rūnanga Nui Trustees and another specified group of trustees (or other specified groups of trustees, as the case may be) as undivided equal shares as tenants in common.

Hukatere Pā

12.4 The settlement legislation is to provide that:

12.4.1 Hukatere Pā ceases to be Crown forest land under the Crown Forest Assets Act 1989; and

12.4.2 the fee simple estate in Hukatere Pā vests in Te Rūnanga Nui trustees.

Te Kao School site A

12.5 The settlement legislation is to provide that the fee simple estate in Te Kao School site A vests in Te Rūnanga Nui trustees.

12.6 Paragraph 12.5 is subject to Te Rūnanga Nui trustees providing the Crown with a registrable lease in relation to Te Kao School site A in the form set out in part 7.1 of the documents schedule.

12.7 If the board of trustees of Te Kao School site A relinquishes the beneficial interest it has in Te Kao School House site A (as described by that name in part 20) in accordance with clause 9.3 then:

12.7.1 Te Kao School House site A will vest in Te Rūnanga Nui trustees; and

12.7.2 if this paragraph 12.7 applies:

- (a) Te Kao School site A in this schedule shall be read to include Te Kao School House site A; and
- (b) all references in this schedule to Te Kao School site A are to be read as if that property included Te Kao School House site A.



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12: VESTING OF CULTURAL REDRESS PROPERTIES

Waiparariki (Te Kao 76 and 77B)

12.8 The settlement legislation is to provide that:

12.8.1 Waiparariki (Te Kao 76 and 77B) ceases to be Crown forest land under the Crown Forest Assets Act 1989; and

12.8.2 the fee simple estate in Waiparariki (Te Kao 76 and 77B) vests in Te Rūnanga Nui trustees.

Bed of Waihopo Lake

12.9 The settlement legislation is to provide that—

12.9.1 the fee simple estate in the bed of Waihopo Lake vests in undivided half shares in the specified groups of trustees as tenants in common, as follows:

(a) a share vests in Te Rūnanga Nui trustees; and

(b) a share vests in Ngāti Kuri governance entity; and

12.9.2 the bed of the Waihopo Lake is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.

Bed of Lake Ngākeketo

12.10 The settlement legislation is to provide that—

12.10.1 the reservation of the bed of Lake Ngākeketo as part of a recreation reserve subject to the Reserves Act 1977 is revoked (note that the current recorded name of this site is Lake Ngakeketa);

12.10.2 the fee simple estate in the bed of Lake Ngākeketo vests in undivided half shares in the specified groups of trustees as tenants in common, as follows:

(a) a share vests in Te Rūnanga Nui trustees; and

(b) a share vests in the Ngāti Kuri governance entity;

12.10.3 the bed of Lake Ngākeketo is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act;

12.10.4 paragraphs 12.10.1 to 12.10.3 are subject to the trustees referred to in paragraph 12.10.2 providing the Crown with a registrable covenant in relation to the bed of Lake Ngākeketo in the form set out in part 6.8 of the documents schedule; and

12.10.5 the covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977 and section 27 of the Conservation Act 1987.

12: VESTING OF CULTURAL REDRESS PROPERTIES

Murimotu Island

12.11 The settlement legislation is to provide that—

12.11.1 that part of Murimotu Island which is a conservation area under the Conservation Act 1987 ceases to be a conservation area under that Act;

12.11.2 the fee simple estate in that part of Murimotu Island which is not a conservation area under the Conservation Act 1987 (being that part of the site not referred to in paragraph 12.11.1), vests in the Crown as Crown land subject to the Land Act 1948;

12.11.3 the fee simple estate in Murimotu Island vests in undivided half shares in the specified groups of trustees as tenants in common, as follows:

(a) a share vests in Te Rūnanga Nui trustees; and

(b) a share vests in the Ngāti Kuri governance entity;

12.11.4 paragraphs 12.11.1 to 12.11.3 are subject to the trustees referred to in paragraph 12.11.3 providing Maritime New Zealand with a registrable lease over that part of Murimotu Island shown "A" on deed plan OTS-091-25 in the form set out in part 7.2 of the documents schedule;

12.11.5 to avoid doubt, the Murimotu Island Lease will not be a subdivision for the purposes of section 218(1)(a)(iii) of the Resource Management Act 1991.

Maungatiketike Pā

12.12 The settlement legislation is to provide that—

12.12.1 the reservation of Maungatiketike Pā as a recreation reserve subject to the Reserves Act 1977 is revoked;

12.12.2 the fee simple estate in Maungatiketike Pā vests in Te Rūnanga Nui trustees;

12.12.3 paragraphs 12.12.1 and 12.12.2 are subject to Te Rūnanga Nui trustees providing the Crown with a registrable covenant in relation to Maungatiketike Pā in the form set out in part 6.2 of the documents schedule; and

12.12.4 the covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977 and section 27 of the Conservation Act 1987.

Pitokuku Pā

12.13 The settlement legislation is to provide that—

12.13.1 the reservation of Pitokuku Pā as a recreation reserve subject to the Reserves Act 1977 is revoked;

12.13.2 the fee simple estate in Pitokuku Pā vests in Te Rūnanga Nui trustees;

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12.13.3 paragraphs 12.13.1 and 12.13.2 are subject to Te Rūnanga Nui trustees providing the Crown with a registrable covenant in relation to Pitokuku Pā in the form set out in part 6.3 of the documents schedule; and

12.13.4 the covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977 and section 27 of the Conservation Act 1987.

Taurangatira Pā

12.14 The settlement legislation is to provide that—

12.14.1 the reservation of Taurangatira Pā as a recreation reserve subject to the Reserves Act 1977 is revoked;

12.14.2 the fee simple estate in Taurangatira Pā vests in Te Rūnanga Nui trustees;

12.14.3 paragraphs 12.14.1 and 12.14.2 are subject to Te Rūnanga Nui trustees providing the Crown with a registrable covenant in relation to Taurangatira Pā in the form set out in part 6.4 of the documents schedule of the deed of settlement; and

12.14.4 the covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977 and section 27 of the Conservation Act 1987.

Kahokawa

12.15 The settlement legislation is to provide that—

12.15.1 the reservation of Kahokawa as a recreation reserve subject to the Reserves Act 1977 is revoked;

12.15.2 the fee simple estate in Kahokawa vests in Te Rūnanga Nui trustees;

12.15.3 paragraphs 12.15.1 and 12.15.2 are subject to Te Rūnanga Nui trustees providing the Crown with a registrable covenant in relation to Kahokawa in the form set out in part 6.5 of the documents schedule of the deed of settlement; and

12.15.4 the covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977 and section 27 of the Conservation Act 1987.

Te Rerepari

12.16 The settlement legislation is to provide that—

12.16.1 the reservation of Te Rerepari as a recreation reserve subject to the Reserves Act 1977 is revoked;

12.16.2 the fee simple estate in Te Rerepari vests in Te Rūnanga Nui trustees;

12.16.3 paragraphs 12.16.1 and 12.16.2 are subject to Te Rūnanga Nui trustees providing the Crown with a registrable covenant in relation to Te Rerepari in



12: VESTING OF CULTURAL REDRESS PROPERTIES

the form set out in part 6.6 of the documents schedule of the deed of settlement; and

12.16.4 the covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977 and section 27 of the Conservation Act 1987.

Te Ārai Conservation Area

12.17 The settlement legislation is to provide that—

12.17.1 Te Ārai Conservation Area ceases to be a conservation area under the Conservation Act 1987;

12.17.2 the fee simple estate in Te Ārai Conservation Area vests in Te Rūnanga Nui trustees;

12.17.3 Te Ārai Conservation Area 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;

12.17.4 the reserve created by paragraph 12.17.3 is named Te Ārai Scenic Reserve;

12.17.5 paragraphs 12.17.1 to 12.17.4 are subject to Te Rūnanga Nui trustees providing the Peninsula Block owners with a registrable right of way easement over the area marked 'A' on SO 65735 in favour of Lot 1 DP 136869 in the form set out in part 6.1 of the documents schedule; and

12.17.6 an easement granted in accordance with paragraph 12.17.5:

(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.

Te Tomo a Tāwhana (Twin Pā sites)

12.18 The settlement legislation is to provide that—

12.18.1 Te Tomo a Tāwhana (Twin Pā sites) ceases to be a conservation area under the Conservation Act 1987;

12.18.2 the fee simple estate in Te Tomo a Tāwhana (Twin Pā sites) vests in Te Rūnanga Nui trustees;

12.18.3 Te Tomo a Tāwhana (Twin Pā sites) is declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977;

12.18.4 the reserve created by paragraph 12.18.3 is named Te Tomo a Tāwhana Historic Reserve.

12: VESTING OF CULTURAL REDRESS PROPERTIES

Te Ārai Ecological Sanctuary

12.19 The settlement legislation is to provide that—

12.19.1 Te Ārai Ecological Sanctuary ceases to be a conservation area under the Conservation Act 1987;

12.19.2 the fee simple estate in Te Ārai Ecological Sanctuary vests in Te Rūnanga Nui trustees;

12.19.3 Te Ārai Ecological Sanctuary is then declared a reserve and classified as a nature reserve subject to section 20 of the Reserves Act 1977;

12.19.4 the reserve created by paragraph 12.19.3 is named Te Ārai Nature Reserve.

Crown Forestry Licence: Beach sites A to C

12.20 To avoid doubt, the settlement legislation is to provide that until such a time as the Crown forestry licence is terminated, expires or otherwise no longer applies to Beach sites A, B and C, the vesting of these sites as scenic reserves subject to the Reserves Act 1977, and the functions of the joint management body as the administering body of those reserves, is subject to the provisions of the Crown forestry licence.

Beach Site A

12.21 The settlement legislation is to provide that—

12.21.1 that part of Beach site A that is a conservation area under the Conservation Act 1987 cease to be a conservation area under that Act;

12.21.2 that part of Beach site A that is Crown forest land under the Crown Forest Assets Act 1989 ceases to be Crown forest land under that Act;

12.21.3 the fee simple estate in Beach site A vests in the specified entities as tenants in common in equal undivided shares, as follows:

- (a) a share vests in Te Rūnanga Nui trustees;
- (b) a share vests in Te Rūnanga o Ngāi Takoto trustees;
- (c) a share vests in Te Rūnanga o Te Rarawa trustees; and
- (d) a share vests in the Ngāti Kuri governance entity;

12.21.4 Beach site A is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977; and

12.21.5 the joint management body established by paragraph 14.3 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 the entities referred to in paragraph 12.21.3) under section 26 of that Act.

12: VESTING OF CULTURAL REDRESS PROPERTIES

Beach Site B

12.22 The settlement legislation is to provide that—

- 12.22.1 that part of Beach Site B that is a conservation area under the Conservation Act 1987 cease to be a conservation area under that Act;
- 12.22.2 that part of Beach site B that is Crown forest land under the Crown Forest Assets Act 1989 ceases to be Crown forest land under that Act
- 12.22.3 the fee simple estate in Beach site B vests in the specified entities as tenants in common in equal undivided shares, as follows:
 - (a) a share vests in Te Rūnanga Nui trustees;
 - (b) a share vests in Te Rūnanga o Ngāi Takoto trustees;
 - (c) a share vests in Te Rūnanga o Te Rarawa trustees; and
 - (d) a share vests in the Ngāti Kuri governance entity;
- 12.22.4 Beach site B is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977; and
- 12.22.5 the joint management body established by paragraph 14.3 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 the entities referred to in paragraph 12.22.3) under section 26 of that Act.

Beach Site C

12.23 The settlement legislation is to provide that—

- 12.23.1 that part of Beach site C that is a conservation area under the Conservation Act 1987 cease to be a conservation area under that Act;
- 12.23.2 that part of Beach site C that is Crown forest land under the Crown Forest Assets Act 1989 ceases to be Crown forest land under that Act;
- 12.23.3 the fee simple estate in Beach site C vests in the specified entities as tenants in common in equal undivided shares, as follows:
 - (a) a share vests in Te Rūnanga Nui trustees;
 - (b) a share vests in Te Rūnanga o Ngāi Takoto trustees;
 - (c) a share vests in Te Rūnanga o Te Rarawa trustees; and
 - (d) a share vests in the Ngāti Kuri governance entity;
- 12.23.4 Beach site C is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977; and
- 12.23.5 the joint management body established by paragraph 14.3 is the administering body of the reserve for the purposes of the Reserves Act 1977 as if the reserve



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TE AUPŌURI DEED OF SETTLEMENT SCHEDULE
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were vested in the body (as if in the entities referred to in paragraph 12.23.3) under section 26 of that Act.

Beach site D

12.24 The settlement legislation is to provide that—

12.24.1 Beach site D ceases to be a conservation area under the Conservation Act 1987;

12.24.2 the fee simple estate in Beach site D vests in the specified entities as tenants in common in equal undivided shares, as follows:

- (a) a share vests in Te Rūnanga Nui trustees;
- (b) a share vests in Te Rūnanga o Ngāi Takoto trustees;
- (c) a share vests in Te Rūnanga o Te Rarawa trustees; and
- (d) a share vests in the Ngāti Kuri governance entity;

12.24.3 Beach site D is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977; and

12.24.1 the joint management body established by paragraph 14.3 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 the entities referred to in paragraph 12.24.2) under section 26 of that Act.

12.25 The settlement legislation is to provide that—

12.25.1 if the Crown Forestry Licence is terminated, expires or otherwise no longer applies to Beach sites A, B and C the owners of the sites may grant the owners of the Peninsula Block rights of way over the Beach sites A, B and C in favour of the Peninsula Block; and

12.25.2 an easement granted in accordance with paragraph 12.25.1:

- (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; and

12.25.3 the permission of a council under section 348 of the Local Government Act 1974 is not to be required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of this deed in relation to an easement referred to in paragraph 12.25.1.



12: VESTING OF CULTURAL REDRESS PROPERTIES

Central and South Conservation Areas

12.26 The settlement legislation will provide that:

- 12.26.1 any part of the Central and South Conservation Areas (shown marked blue on the plan in part 6 of the attachments) below mean high water springs ceases to be a conservation area under the Conservation Act 1987; and
- 12.26.2 to avoid doubt, any part of the Central and South Conservation Areas below mean high water springs forms part of the common marine and coastal area.

13 TERMS OF VESTING FOR CULTURAL REDRESS PROPERTIES

General

- 13.1 The settlement legislation is to provide for the vesting of the cultural redress properties on the terms provided by this part.
- 13.2 In parts 12, 13 and 14 a reference to the vesting of any land (being the fee simple estate in the land) in any trustees includes the vesting of an undivided share of the fee simple estate in the land.

Vesting to be subject to listed encumbrances

- 13.3 Each cultural redress property is to vest in the relevant trustees under part 12 subject to, or together with, any encumbrances for the property listed in part 20 (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).
- 13.4 Paragraph 13.5 applies if a cultural redress property vests subject to an unregistered concession (as defined by section 2(1) of the Conservation Act 1987), whether or not the concession also applies to land outside the cultural redress property.
- 13.5 The concession applies in respect of the cultural redress property—
- 13.5.1 as if the registered proprietors of the property were the grantor under the concession;
- 13.5.2 with any other necessary modifications; and
- 13.5.3 despite any change in status of the land in the cultural redress property on the settlement date.

Ownership of trustees to be registered on computer freehold register

- 13.6 Paragraphs 13.7 to 13.9 are to apply to the fee simple estate in a cultural redress property vested under the settlement legislation.
- 13.7 The Registrar-General of Land, on written application by an authorised person, is to be required to comply with paragraphs 13.8 and 13.9.
- 13.8 To the extent that a cultural redress property (other than a jointly vested site) is all of the land contained in a computer freehold register, the Registrar-General of Land is to—
- 13.8.1 register Te Rūnanga Nui trustees as the proprietor of the fee simple estate in the land; and
- 13.8.2 make any entries in the register, and do all other things, that are necessary to give effect to the settlement legislation and this deed.

13: TERMS OF VESTING FOR CULTURAL REDRESS PROPERTIES

- 13.9 To the extent that paragraph 13.8 does not apply to a cultural redress property (other than a jointly vested site), the Registrar-General of Land is to—
- 13.9.1 create one or more computer freehold registers for the fee simple estate in the property in the name of Te Rūnanga Nui trustees; and
- (a) enter on the register any encumbrances that are—
- (b) registered, notified, or notifiable; and
- (c) described in the application from the authorised person.
- 13.10 For a jointly vested site, the Registrar-General of Land is to, in accordance with written applications by an authorised person,—
- 13.10.1 create one or more computer freehold registers for each undivided equal share of the fee simple estate in the property in the name of the trustees in whom the share is vested under the settlement legislation; and
- 13.10.2 record on the relevant registers any encumbrances that are registered, notified, or notifiable and that are described in the applications.

Timing of creation of computer freehold register to be specified

- 13.11 The settlement legislation is to provide—
- 13.11.1 paragraphs 13.9 and 13.10 are to apply subject to the completion of any survey necessary to create the computer freehold register; and
- 13.11.2 the computer freehold register must be created as soon as 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 trustees in whom the property is vested and the Crown.

Application of Part 4A of the Conservation Act 1987 (including creation of marginal strips) to be dealt with

- 13.12 The settlement legislation is to provide—
- 13.12.1 that vesting of the fee simple estate in a cultural redress property in Te Rūnanga Nui trustees is to be a disposition for the purposes of Part 4A of the Conservation Act 1987; but
- 13.12.2 sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition; and
- 13.12.3 despite paragraphs 13.12.1 and 13.12.2:
- (a) the rest of section 24 of the Conservation Act 1987 does not apply to the vesting under the settlement legislation in Te Rūnanga Nui trustees of:
- (i) a reserve site; and

13: TERMS OF VESTING FOR CULTURAL REDRESS PROPERTIES

(ii) Te Kao School site A;

(b) Part 4A of the Conservation Act 1987 does not apply to the vesting of:

(i) the bed of Waihopo Lake; and

(ii) bed of Lake Ngākeketo;

13.12.4 if the reservation under the settlement legislation of a reserve site is revoked in relation to all or part of the site, then its vesting is to be no longer exempt from the rest of section 24 of the Conservation Act 1987 in relation to all or part of that site; and

13.12.5 if the lease of Te Kao School site A (or a renewal of that lease) terminates or expires without being renewed in relation to all or part of the site then its vesting is to be no longer exempt from the rest of section 24 of the Conservation Act 1987 in relation to all or part of the site.

Application of Part 4A of Conservation Act and settlement legislation to be notified on computer freehold register

13.13 The Registrar-General of Land is to be required to notify on any computer freehold register for a reserve site other than a jointly vested site that—

13.13.1 the land is subject to Part 4A of the Conservation Act 1987, but that

13.13.2 section 24 of that Act does not apply; and

13.13.3 the land is subject to paragraphs 13.12.4 and 14.11.

13.14 The Registrar-General of Land is to be required to record on any computer freehold register created under paragraphs 13.3 to 13.9 for a reserve site that is a jointly vested site—

13.14.1 that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and

13.14.2 that the land is subject to paragraphs 13.12.4, 14.12 and 14.13.

13.15 The Registrar-General of Land is to be required to record on any computer freehold register for Te Kao School site A that—

13.15.1 the land is subject to Part 4A of the Conservation Act 1987, but that;

13.15.2 section 24 of that Act does not apply; and

13.15.3 the land is subject to paragraph 13.12.5.

13.16 The Registrar-General of Land must record on any computer freehold register for any other cultural redress property (except the bed of Waihopo Lake and the bed of Lake Ngākeketo) that the land is subject to Part 4A of the Conservation Act 1987.

13.17 The settlement legislation is to provide that a notification made under paragraph 13.13 or 13.14 or 13.15 or 13.16 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.



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TE AUPŌURI DEED OF SETTLEMENT SCHEDULE
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13: TERMS OF VESTING FOR CULTURAL REDRESS PROPERTIES

Removal of notifications from computer freehold register to be provided for

13.18 The settlement legislation is to provide that—

13.18.1 if the reservation of a reserve site is revoked, in relation to—

- (a) all of the site, the Director-General of Conservation is to apply in writing to the Registrar-General of Land to remove from the computer freehold register for the site the notifications that—
 - (i) section 24 of the Conservation Act 1987 does not apply to the site; and
 - (ii) the site is subject to paragraphs 13.12.4 and 14.11, or 14.12 and 14.13 as the case may be; or
- (b) part of the site, the Registrar-General of Land is to ensure that the notifications referred to in paragraph (a) remain on the computer freehold register only for the part of the site that remains a reserve; and

13.18.2 the Registrar-General of Land is to comply with an application received in accordance with paragraph (a);

13.18.3 in relation to Te Kao School site A:

- (a) if the lease referred to in paragraph 12.6 (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—
 - (i) 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 paragraphs 13.12.5 and 13.18.3(a); or
 - (ii) 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 paragraphs 13.12.5 and 13.18.3(a).
- (b) the Registrar-General must comply with an application received in accordance with paragraph 13.18.3(a) free of charge to the applicant.



13: TERMS OF VESTING FOR CULTURAL REDRESS PROPERTIES

Application of other legislation to be dealt with

13.19 The settlement legislation is to provide—

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

13.19.2 section 11 and Part 10 of the Resource Management Act 1991 are not to apply to—

(a) the vesting of the fee simple estate in a cultural redress property under the settlement legislation; or

(b) any matter incidental to, or required for the purpose of, the vesting; and

13.19.3 the vesting of the fee simple estate in a cultural redress property under the settlement legislation is not to—

(a) limit section 10 or 11 of the Crown Minerals Act 1991; or

(b) affect other rights to subsurface minerals; and

13.19.4 the permission of a council under section 348 of the Local Government Act 1974 is not to be required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of this deed in relation to a cultural redress property.

Further provisions relating to bed of Waihopo Lake and bed of Lake Ngākeketō to be provided for

Bed of Waihopo Lake

13.20 The settlement legislation is to provide that,—

13.20.1 despite the vesting of the bed of Waihopo Lake,—

(a) any lawful right of access to, or use of, Waihopo Lake remains unaffected;

(b) members of the public may carry out lawful recreational activities in or on Waihopo Lake; and

(c) Te Rūnanga Nui trustees must not interfere with a member of the public carrying out a lawful recreational activity in or on Waihopo Lake;

13.20.2 a **recreational activity** under paragraph 13.20:

(a) includes swimming, boating, water-skiing, fishing and duck shooting;

(b) must not be an activity that has been made unlawful by or under any enactment;

(c) that is subject to the member of the public having a licence or permit required by or under legislation to authorise that recreational activity,



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13: TERMS OF VESTING FOR CULTURAL REDRESS PROPERTIES

must be carried on, under, and in accordance with such a licence or permit; but

- (d) does not include any recreational activity that involves:
 - (i) attaching a fixture to the bed of Waihopo Lake; or
 - (ii) a risk of a significant adverse effect to the bed of Waihopo Lake; and
- (e) does not include any activity that must be carried out in accordance with any regulations made by the Governor-General by Order in Council;

13.20.3 the vesting of the bed of Waihopo Lake does not give any rights to, or impose any obligations on, Te Rūnanga Nui trustees in relation to:

- (a) the waters of Waihopo Lake; or
- (b) the aquatic life of Waihopo Lake (other than plants attached to the bed of Waihopo Lake).

Bed of Lake Ngākeketo

13.21 The settlement legislation will provide that:

13.21.1 the Crown stratum above the bed of Lake Ngākeketo, being the area comprising the space occupied by water and the space occupied by air above the water, is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977; and

13.21.2 the reserve created by paragraph 13.21.1 is named Lake Ngākeketo Recreation Reserve.


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14 RESERVE SITES

General

- 14.1 The settlement legislation is to include provisions in relation to the vesting of reserve sites on the terms provided in this part.

Application of Reserves Act 1977 to be dealt with

- 14.2 The settlement legislation is to provide that—

- 14.2.1 Te Rūnanga Nui trustees are to be the administering body of each reserve site for the purposes of the Reserves Act 1977 (other than Beach sites A to D); and
- 14.2.2 despite sections 48A(6), 114(5), and 115(6) of the Reserves Act 1977, sections 48A, 114, and 115 of that Act apply to each reserve site; and
- 14.2.3 sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply to a reserve site; and
- 14.2.4 if the reservation under the settlement legislation of a reserve site is revoked under section 24 of the Reserves Act 1977 in relation to all or part of the site,—
- (a) section 25(2) of that Act applies to the revocation; but
 - (b) the other provisions of section 25 do not apply.

Joint management body for Beach sites A to D

- 14.3 A joint management body is established for Beach sites A to D.
- 14.4 Each of the following four entities may appoint two members to the joint management body:
- 14.4.1 Te Rūnanga Nui trustees;
 - 14.4.2 Te Rūnanga o Te Rarawa trustees;
 - 14.4.3 Te Rūnanga o Ngāi Takoto trustees; and
 - 14.4.4 the Ngāti Kuri governance entity;
- 14.5 An appointer may appoint a member only by giving a written notice with the following details to the other appointers:
- 14.5.1 the member's full name, address, and other contact details; and
 - 14.5.2 the date on which the appointment takes effect, which must be no earlier than the date of the notice.
- 14.6 An appointment ends after five years or when the appointer replaces the member by appointing another member (whichever comes sooner).



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TE AUPŌURI DEED OF SETTLEMENT SCHEDULE
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14: RESERVE SITES

- 14.7 A member may be appointed, reappointed, or discharged at the discretion of the appointer.
- 14.8 Sections 32 to 34 of the Reserves Act 1977 apply to the joint management body as if it were a Board.
- 14.9 However, the first meeting of the body must be held no later than two months after the settlement date.
- 14.10 The joint management body is not required to prepare a reserve management plan under section 41 of the Reserves Act 1977 in relation to Beach sites A to D.

Subsequent transfer of reserve sites to be provided for

- 14.11 The settlement legislation is to provide that—
- 14.11.1 this paragraph is to apply to all, or any part, of a reserve site (other than Beach sites A to D) that remains a reserve at any time after the vesting in Te Rūnanga Nui trustees under the settlement legislation (the reserve land); and
- 14.11.2 the fee simple estate in the reserve land may be transferred to another person only in accordance with this paragraph; and
- 14.11.3 paragraph 14.11.2 is to apply despite any other enactment or rule of law; and
- 14.11.4 the Minister of Conservation is to give written consent to the transfer of the fee simple estate in reserve land to another person (the new owner) if, upon written application, the registered proprietor of the reserve land satisfies the Minister that the new owner is able to—
- (a) comply with the Reserves Act 1977; and
- (b) perform the obligations of an administering body under that Act; and

Registration of transfer to be provided for

- 14.11.5 the Registrar-General of Land, upon receiving the following documents, is to register the new owner as the proprietor of the estate in fee simple in the reserve land:
- (a) the transfer instrument to transfer the fee simple estate in the reserve land to the new owner, including a notification that the new owner is to hold the reserve land for the same reserve purpose as it was held by the administering body immediately before the transfer:
- (b) the Minister of Conservation's written consent to the transfer:
- (c) any other document required for the registration of the transfer instrument; and

New owners are to be the administering body

- 14.11.6 the new owner, from the time of its registration under paragraph 14.11.5,—



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14: RESERVE SITES

- (a) is to be the administering body of the reserve land for the purposes of the Reserves Act 1977; and
- (b) holds the reserve land for the same reserve purpose as it was held by the administering body immediately before the transfer; and

Provisions not to apply if transfer is to new trustees of a trust

14.11.7 paragraphs 14.11.1 to 14.11.6 are not to apply to the transfer of the fee simple estate in reserve land if—

- (a) the transferors are or were the trustees of a trust; and
- (b) the transferees are the trustees of the same trust after—
 - (i) a new trustee has been appointed; or
 - (ii) a transferor has ceased to be a trustee; and
- (c) the transfer instrument is accompanied by a certificate given by the transferees, or their solicitor, verifying that paragraphs (a) and (b) apply.

Subsequent transfer of Beach sites A to D

14.12 Paragraph 14.13 applies to Beach sites A to D 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 part 12.

14.13 The fee simple estate in the reserve land may be transferred only if:

14.13.1 the transferee is Te Kahui Kaitiaki Rangatiratanga o Te Aupōuri Limited; or

14.13.2 the transferors of the reserve land are or were the trustees of a trust; and

14.13.3 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

14.13.4 the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that paragraphs 14.13.2 and 14.13.3 apply.

14.14 Paragraph 14.13 applies despite any other enactment or rule of law.

14.15 To avoid doubt, if the fee simple estate in Beach sites A to D is transferred to Te Kahui Kaitiaki Rangatiratanga o Te Aupōuri Limited paragraph 14.4 continues to apply.

Reserve site is not to be mortgaged or charged

14.16 The settlement legislation is to provide that the registered proprietors from time to time of a reserve site that is vested under the settlement legislation are not to mortgage, or give a security interest in, all or any part of the site that remains a reserve.



14: RESERVE SITES

Bylaws etc in relation to reserve sites to be saved

- 14.17 The settlement legislation is to provide that a bylaw, prohibition, or restriction on use or access in relation to a reserve site made or granted under the Reserves Act 1977, or the Conservation Act 1987, by an administering body or the Minister of Conservation is to remain in force until it expires or is revoked under the applicable legislation.

Application of legislation to certain names to be provided

- 14.18 The settlement legislation is to provide that—

- 14.18.1 paragraph 14.17.2 applies to the land, or part of the land, in a cultural redress property that, immediately before the commencement of the settlement legislation, was all of part of a Crown protected area;
- 14.18.2 the official geographic name of the Crown protected area is discontinued in respect of the land, or part of the land, and the Board must amend the Gazetteer accordingly;
- 14.18.3 a reserve site is not a Crown protected area, despite anything in the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008;
- 14.18.4 the Minister of Conservation must not change the name of a reserve site under section 16(10) of the Reserves Act 1977 without the written consent of the administering body of the site, and section 16(10A) of that Act does not apply to the proposed change; and
- 14.18.5 in this paragraph, the following terms have the meaning given by section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008:
- (a) **Board**;
 - (b) **Crown protected area**;
 - (c) **Gazetteer**; and
 - (d) **official geographic name**.



15 COMMERCIAL REDRESS PROPERTIES

General

- 15.1 The settlement legislation is to include provisions in relation to commercial redress properties on the terms provided in this part.
- 15.2 In parts 15 and 16, a reference to a transfer of any land (being the fee simple estate in the land) to any trustees includes the transfer of an undivided share of the fee simple estate in the land.

Crown to be authorised to transfer commercial redress properties

- 15.3 The Crown (acting by and through the chief executive of the land holding agency) is to be authorised to do one or both of the following:
- 15.3.1 transfer to Te Rūnanga Nui trustees the fee simple estate in a commercial redress property:
- 15.3.2 sign a transfer instrument or other document, or do anything else, to effect the transfer.
- 15.4 The authority under paragraph 15.3 is to be given to give effect to this deed.

Registrar-General of Land to be required to create a computer freehold register

- 15.5 Paragraphs 15.6 to 15.8 are to apply to—
- 15.5.1 a commercial redress property except the Peninsula Block to the extent that—
- (a) it is not all of the land contained in a computer freehold register; or
- (b) there is no computer freehold register for all or part of the property; and
- 15.5.2 the Peninsula Block.
- 15.6 The Registrar-General of Land is to be required, in accordance with a written application by an authorised person, and after completion of any necessary survey, create a computer freehold register in the name of the Crown—
- 15.6.1 subject to, and together with, any encumbrances that—
- (a) are registered, notified, or notifiable; and
- (b) are described in the written application; and
- 15.6.2 without any statement of purpose.

Covenant for later creation of freehold register to be permitted

- 15.7 An authorised person is to be permitted to grant a covenant to arrange for the later creation of a computer freehold register for a transfer property that is to be transferred to Te Rūnanga Nui trustees under the deed of settlement.

15: COMMERCIAL REDRESS PROPERTIES

15.8 The settlement legislation is to provide that, despite the Land Transfer Act 1952,—

15.8.1 the authorised person may request the Registrar-General of Land to register a covenant granted in accordance with paragraph 15.7 under the Land Transfer Act 1952 by creating a computer interest register; and

15.8.2 the Registrar-General of Land must register the covenant.

Application of other legislation

15.9 The settlement legislation is to provide—

15.9.1 sections 11 and part 10 of the Resource Management Act 1991 do not apply to—

(a) the transfer to Te Rūnanga Nui trustees of a commercial redress property; or

(b) any matter incidental to, or required for the purpose of, the transfer; and

15.9.2 the transfer of a commercial redress property to Te Rūnanga Nui trustees—

(a) does not—

(i) limit section 10 or 11 of the Crown Minerals Act 1991; or

(ii) affect other rights to subsurface minerals; or

(b) 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; and

15.9.3 in exercising the powers conferred by paragraphs 15.3.1 and 15.3.2, 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; and

15.9.4 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 provisions of this deed in relation to the transfer of a commercial redress property.

15.10 Paragraph 15.9.3 does not limit paragraph 15.9.2.

Transfer of properties subject to lease

15.11 Paragraphs 15.12 to 15.18 apply to Te Kao School site B, being a commercial redress property—

15.11.1 for which the land holding agency is the Ministry of Education; and

15.11.2 the ownership of which is to transfer to Te Rūnanga Nui trustees in accordance with part 4 of the property redress schedule; and

15.11.3 that, after the transfer, is to be subject to a lease back to the Crown.



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15: COMMERCIAL REDRESS PROPERTIES

- 15.12 Despite paragraph 15.9.2(b), the rest of section 24 of that Act does not apply to the transfer of the property.
- 15.13 The transfer instrument for the transfer of the property must include a notification that the land is to become subject to paragraphs 15.15 and 15.16 upon the registration of the transfer.
- 15.14 The Registrar-General must, upon the registration of the transfer of the property, record on any computer freehold register for the property—
- 15.14.1 that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
- 15.14.2 that the land is subject to paragraphs 15.16 and 15.17.
- 15.15 A notification made under paragraph 15.13 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.
- 15.16 If the lease referred to in paragraph 15.11.3 (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.
- 15.17 If the lease referred to in paragraph 15.11.3 (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,—
- 15.17.1 if none of the property remains subject to such a lease, remove from the computer freehold register for the property any notifications that—
- (a) section 24 of the Conservation Act 1987 does not apply to the land; and
- (b) the land is subject to paragraphs 15.15 and 15.16; or
- 15.17.2 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,—
- (a) section 24 of the Conservation Act 1987 does not apply to that part; and
- (b) that part is subject to paragraphs 15.15 and 15.16.
- 15.18 The Registrar-General must comply with an application received in accordance with paragraph 15.17 free of charge to the applicant.

Minister of Conservation to be authorised to grant easements

- 15.19 The Minister of Conservation is to be authorised to grant any easement required to fulfil the terms of this deed in relation to a commercial redress property over
- 15.19.1a conservation area (under the Conservation Act 1987); or
- 15.19.2a reserve (under the Reserves Act 1977).



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TE AUPŌURI DEED OF SETTLEMENT SCHEDULE
LEGISLATIVE MATTERS

15: COMMERCIAL REDRESS PROPERTIES

15.20 An easement granted under paragraph 15.19 is to be:

- 15.20.1 enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987;
- 15.20.2 treated as having been granted in accordance with Part 3B of that Act; and
- 15.20.3 registrable under section 17ZA(2) of that Act, as if it were a deed to which that provisions applied.



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16 PENINSULA BLOCK AND RENTAL PROCEEDS

General

- 16.1 The settlement legislation is to include provisions in relation to the Peninsula Block, the cultural forest land properties and licence fees for the Aupouri Forest on the terms provided in this part.

Definitions to be provided

- 16.2 In this part—

16.2.1 **Aupouri Forest** means that land described and held in computer interest register NA100A/1

16.2.2 **Crown forestry rental trust deed** means the trust deed made on 30 April 1990 establishing the Crown forestry rental trust under section 34 of the Crown Forest Assets Act 1989

16.2.3 cultural forest land properties

- (a) means Hukatere Pā, Beach site A, Beach site B, Beach site C, and Waiparariki (Te Kao 76 and 77); and
- (b) means Hukatere site B described in part 20 of the legislative matters schedule to the deed of settlement for Te Rūnanga o Te Rarawa; and
- (c) means Hukatere site A described in part 19 of the legislative matters schedule to the deed of settlement for Te Rūnanga o Ngāi Takoto, but
- (d) excludes, to the extent provided by the Crown forest licence in relation to the land:
 - (i) all trees growing, standing, or lying on the land; and
 - (ii) all improvements that have been—
 - (I) acquired by any purchaser of the trees on the property; or
 - (II) made, after the acquisition of the trees by the purchaser, by the purchaser or the licensee

16.2.4 **licence** means the Crown forest licence over the Aupouri Forest held in computer interest register NA100A/1

16.2.5 Peninsula Block

- (a) means that land comprising part of the Aupouri Forest as set out in table 1 in part 3 of the property redress schedule of the deed of settlement; but
- (b) excludes, to the extent provided by the Crown forest licence in relation to the land:



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TE AUPŌURI DEED OF SETTLEMENT SCHEDULE
LEGISLATIVE MATTERS

16: PENINSULA BLOCK AND RENTAL PROCEEDS

- (i) all trees growing, standing, or lying on the land; and
- (ii) all improvements that have been—
 - (1) acquired by any purchaser of the trees on the property; or
 - (2) made, after the acquisition of the trees by the purchaser, by the purchaser or the licensee

16.2.6 **Peninsula Block settlement trust** means—

- (a) for Te Aupōuri, Te Rūnanga o Te Aupōuri Trust;
- (b) for Te Rarawa, Te Rūnanga o Te Rarawa;
- (c) for Ngāi Takoto, the Te Rūnanga o Ngāi Takoto trustees; and
- (d) for Ngāti Kuri, the Ngāti Kuri governance entity.

16.2.7 **relevant trustees:**

- (a) for the Peninsula Block and for a cultural forest land property (except Waiparariki (Te Kao 76 and 77B)), means the trustees of each of the Peninsula Block settlement trusts; and
- (b) for Waiparariki (Te Kao 76 and 77B) means Te Rūnanga Nui trustees.

16.2.8 **Waiparariki (Te Kao 76 and 77B)** means that cultural forest land property described in part 20.

Peninsula Block ceases to be Crown forest land

16.3 The Peninsula Block ceases to be Crown forest land under the Crown Forest Assets Act 1989 upon the registration of the transfer of the fee simple estate in the property to the relevant trustees.

16.4 However, although the Peninsula Block does not cease to be Crown forest land until the transfer to the relevant trustees is registered, neither the Crown nor any court or tribunal may do any thing or omit to do any thing if that act or omission would, between the settlement date and the date of registration, be—

16.4.1 permitted by the Crown Forest Assets Act 1989; but

16.4.2 inconsistent with part 10 of the deed of settlement.

Trustees confirmed beneficiaries and licensors

16.5 The relevant trustees are, in relation to the Peninsula Block, the confirmed beneficiaries under clause 11.1 of the Crown forestry rental trust deed.

16.6 The effect of paragraph 16.5 is that—

16.6.1 the relevant trustees are entitled to the rental proceeds paid for the Peninsula Block under the licence since the commencement of the licence; and

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TE AUPŌURI DEED OF SETTLEMENT SCHEDULE
LEGISLATIVE MATTERS

16: PENINSULA BLOCK AND RENTAL PROCEEDS

- 16.6.2 all the provisions of the Crown forestry rental trust deed apply on the basis that the relevant trustees are the confirmed beneficiaries in relation to the Peninsula Block.
- 16.7 Despite paragraph 16.6, the relevant trustees are entitled to the rental proceeds referred to in paragraph 16.6.1 for the Aupouri Forest as provided for in:
- 16.7.1 clause 10.11 of this deed of settlement for Te Aupōuri
- 16.7.2 clause 10.10 of the deed of settlement for Te Rarawa
- 16.7.3 clause 9.9 of the deed of settlement for Ngāti Kuri
- 16.7.4 clause 9.10 of the deed of settlement for NgāiTakoto
- 16.7.5 the relevant equivalent clause of any future deed of settlement for Ngāti Kahu.
- 16.8 The Crown must give notice under section 17(4)(b) of the Crown Forests Act 1989 in respect of the licence, even though the Waitangi Tribunal has not made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the Peninsula Block and the cultural forest land properties to which the licence applies.
- 16.9 Notice given by the Crown under paragraph 16.8 has effect as if—
- 16.9.1 the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the Peninsula Block and the cultural forest land properties; and
- 16.9.2 the recommendation had become final on the settlement date.
- 16.10 The relevant trustees are the licensors under the licence in relation to the property as if the property had been returned to Māori ownership—
- 16.10.1 on the settlement date; and
- 16.10.2 under section 36 of the Crown Forest Assets Act 1989.
- 16.11 However, section 36(1)(b) of the Crown Forest Assets Act 1989 does not apply to the Peninsula Block or the cultural forest land properties.

Effect of transfer of Peninsula Block

- 16.12 Paragraphs 16.5 to 16.11 apply whether or not—
- 16.12.1 the transfer of the fee simple estate in the Peninsula Block to which the licence applies has been registered; or
- 16.12.2 in relation to the Peninsula Block and the cultural forest land properties, the processes described in clause 17.4 of the licence have been completed.



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16: PENINSULA BLOCK AND RENTAL PROCEEDS

Licence-splitting process to be required to be completed

16.13 To the extent that the Crown has not completed the processes referred to in paragraph 16.12.2 before the settlement date, it must continue those processes—

16.13.1 on and after the settlement date; and

16.13.2 until the processes are completed.

16.14 Paragraph 16.15 provides for the licence fee payable for the Peninsula Block and the cultural forest land properties under the licence:

16.14.1 for the period starting on the settlement date until the completion of the processes referred to in paragraphs 16.12.2 and 16.13 for the Peninsula Block and the cultural forest land properties; and

16.14.2 that is not part of the rental proceeds referred to in paragraph 16.6.1.

16.15 The licence fee payable is the amount calculated in the manner described in paragraphs 4.25, 4.26 and 4.27 of the property redress schedule, provided that this calculation of the licence fee is overridden by:

16.15.1 in relation to the Peninsula Block and the cultural forest land properties (except for Waiparariki (Te Kao 76 and 77B), any agreement between the joint licensor governance entities as licensor, the licensee of the licence and the Crown; and

16.15.2 in relation to Waiparariki (Te Kao 76 and 77B), any agreement between Te Rūnanga o Nui Trustees as licensor, the licensee of the licence and the Crown.

16.16 With effect on and from the settlement date, references to the prospective proprietors in clause 17.4 of the licence must be read as if they were references to the relevant trustees.

RIGHT OF ACCESS TO PROTECTED SITES

Terms to be defined

16.17 In this part, **protected site** means any area of land situated in the Peninsula Block that is, at any time—

16.17.1 a wahi tapu or wahi tapu area; and

16.17.2 a registered place.

16.18 In paragraph 16.17, **registered place**, **wahi tapu**, and **wahi tapu area** have the meanings given by section 2 of the Historic Places Act 1993.

Right of access to protected site

16.19 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 paragraph 16.20 to have access across the land to each protected site.

16: PENINSULA BLOCK AND RENTAL PROCEEDS

- 16.20 The people are Māori for whom the protected site is of special cultural, spiritual, or historical significance.
- 16.21 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:
- 16.21.1 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
- 16.21.2 the right of access may be exercised only at reasonable times and during daylight hours; and
- 16.21.3 a person exercising the right must observe any reasonable conditions imposed by the owner that—
- (a) relate to the time, location, or manner of access; and
 - (b) are reasonably required for the safety of people, for the protection of land, improvements, flora, fauna, plant, equipment, or livestock, or for operational reasons.

Right of access subject to Crown forestry licence

- 16.22 The right of access under paragraphs 16.19 to 16.21 is subject to the terms of any Crown forestry licence.
- 16.23 However, paragraph 16.22 does not apply if the licensee has agreed to an exercise of the right.
- 16.24 An amendment to a Crown forestry licence is of no effect to the extent that it would—
- 16.24.1 delay the date from which a person may exercise a right of access under paragraphs 16.19 to 16.21; or
- 16.24.2 adversely affect the right of access in any other way.

Notation on computer freehold register

- 16.25 The Registrar-General must, in accordance with a written application by an authorised person, record on the computer freehold register for a licensed property that the land is subject to this part.
- 16.26 An application must be made as soon as is reasonably practicable after—
- 16.26.1 the settlement date; or
- 16.26.2 a computer freehold register has been created for the land, if the computer freehold register has not been created by the settlement date.
- 16.27 In paragraphs 16.25 and 16.26, **authorised person** means a person authorised by the chief executive of LINZ.

17 RFR PROVISIONS

General

17.1 The settlement legislation is to include provisions in relation to RFR on the terms provided in this part.

Definitions to be provided

17.2 The settlement legislation is to provide that, in the provisions relating to the RFR:

17.2.1 **balance RFR land** means each property:

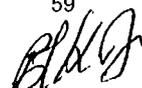
- (a) that is exclusive RFR land; or
- (b) that is shared RFR land; and
- (c) that has:
 - (i) been offered for disposal as exclusive RFR land or shared RFR land to the trustees of an offer trust in accordance with paragraph 17.4; and
 - (ii) not withdrawn in accordance with paragraph 17.6; and
 - (iii) not accepted in accordance with paragraph 17.7; but
- (d) does not include any land vested in, or where the fee simple is held by Housing New Zealand Corporation;

17.2.2 **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 one or more of the following:
 - (i) the Crown;
 - (ii) a Crown entity;
 - (iii) a State enterprise;
 - (iv) the New Zealand Railways Corporation; and
 - (v) a subsidiary, or related company, of a company or body referred to in paragraph 17.2.2(d);

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- 17.2.3 **dispose of**, in relation to 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) 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 sublease of the land; or
 - (iv) remove an improvement, fixture or fitting from the land;
- 17.2.4 **exclusive RFR land** means each property listed as exclusive RFR land in part 3 of the attachments to any Te Hiku o Te Ika iwi deed of settlement if, on the settlement date, the land is:
- (a) vested in the Crown; or
 - (b) held in fee simple by the Crown or Housing New Zealand Corporation;
- 17.2.5 **expiry date**, for an offer, means its expiry date under paragraph 17.5.1 and 17.5.2;
- 17.2.6 **nominee** has the meaning given to it by paragraph 17.8.3;
- 17.2.7 **notice** means notice given under this part;
- 17.2.8 **offer** means an offer, made in accordance with paragraph 17.4, by an RFR landowner to dispose of RFR land to the trustees of an offer trust;
- 17.2.9 **offer trust** means, for each of the following types of RFR land (or land obtained in exchange for the disposal of that land), the trust specified or each of the trusts specified:
- (a) for exclusive RFR land, any RFR settlement trust for any Te Hiku o Te Ika iwi whose deed of settlement contains, as redress, a right to purchase exclusive RFR land; or
 - (b) for shared RFR land, Te Rūnanga Nui o Te Aupōuri Trust and the RFR settlement trust for each of the other relevant iwi; or
 - (c) the balance RFR land, the RFR settlement trust for each of the remaining iwi;
- 17.2.10 **other relevant iwi** means the RFR settlement trust for each iwi listed in the "other relevant iwi" column against a property listed in table 1 in part 3 of the attachments;



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- 17.2.11 **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 exclusive RFR land, any RFR settlement trust for any Te Hiku o Te Ika iwi whose deed of settlement contains, as redress, a right to purchase exclusive RFR land; or
 - (b) for shared RFR land and balance RFR land, the one offer trust whose trustees accept an offer to dispose of the land under paragraph 17.7;
- 17.2.12 **remaining iwi** means the RFR settlement trust of any Te Hiku o Te Ika iwi who, in accordance with clause 10.19, have settled and have not already received an offer for that land;
- 17.2.13 **RFR land** has the meaning given to it by paragraphs 17.2.20 and 17.2.21;
- 17.2.14 **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 paragraph 17.9.2; but
 - (d) to avoid doubt, does not include an administering body in which RFR land is vested under paragraph 17.9.3;
- 17.2.15 **RFR period** means:
- (a) for each property that is exclusive RFR land and balance RFR land, the period of 172 years starting on the settlement date; and
 - (b) for each property that is shared RFR land, the period of 172 years starting on:
 - (i) the settlement date, if settlement legislation approving the other relevant iwi rights has been passed by or on the settlement date; or
 - (ii) if settlement legislation approving the other relevant iwi rights has not been passed by or on the settlement date, the earlier of the following dates:
 - (I) 24 months after the settlement date; or
 - (II) the settlement date under settlement legislation approving the other relevant iwi rights;
- 17.2.16 **RFR settlement trust** means:
- (a) for Te Aupōuri, Te Rūnanga Nui o Te Aupōuri Trust;
 - (b) for Ngāti Kuri, the Ngāti Kuri governance entity;



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- (c) for Ngāi Takoto, Te Rūnanga o Ngāi Takoto;
- (d) for Ngāti Kahu, any trust established to receive redress for settlement of Ngāti Kahu's historical claims from the Crown;
- (e) for Te Rarawa, Te Rūnanga o Te Rarawa;

17.2.17 **shared RFR land** means each property listed as shared RFR land in part 3 of the attachments if the land is vested in the Crown or held in fee simple by the Crown or Housing New Zealand Corporation on:

- (a) the settlement date, if settlement legislation approving the other relevant iwi rights has been passed by or on the settlement date; or
- (b) if settlement legislation approving the other relevant iwi rights has not been passed by or on the settlement date, the earlier of the following dates:
 - (i) 24 months after the settlement date; or
 - (ii) the settlement date under settlement legislation approving the other relevant iwi rights;

17.2.18 **Te Hiku o Te Ika iwi** means each of Ngāti Kuri, Te Aupōuri, Ngāi Takoto, Ngāti Kahu and Te Rarawa;

17.2.19 **trustees** means the trustees of the relevant offer trust;

RFR land to be defined

17.2.20 RFR land is to mean:

- (a) exclusive RFR land; and
- (b) shared RFR land; and
- (c) balance RFR land; and
- (d) land obtained in exchange for a disposal of RFR land under paragraph 17.10.5(c) or 17.10.6;

17.2.21 however, land ceases to be RFR land if:

- (a) the fee simple estate in the land transfers from the RFR landowner to:
 - (i) the trustees of a recipient trust or their nominee (for example, under a contract formed under paragraph 17.8.3); or
 - (ii) any other person (including the Crown or a Crown body) under paragraph 17.3.3; or
- (b) the fee simple estate in the land transfers or vests from the RFR landowner to or in a person other than the Crown or a Crown body under:
 - (i) any of the permitted disposals of RFR land specified in paragraph 17.10; or



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- (ii) anything referred to in paragraph 17.12; or
- (c) the land's RFR period ends.

Restrictions on disposal of RFR land to be provided

17.3 The settlement legislation is to provide that an RFR landowner must not dispose of RFR land to any person other than the trustees of a recipient trust or their nominee unless the land is disposed of:

- 17.3.1 under paragraphs 17.9 or 17.10; or
- 17.3.2 under an enactment, rule of law, encumbrance, legal or equitable obligation, mortgage or security interest referred to in paragraph 17.12; or
- 17.3.3 within two years after the expiry date of an offer by the RFR landowner to the trustees of an offer trust, if the offer:
 - (a) related to exclusive RFR land or shared RFR land; and
 - (b) was made in accordance with paragraph 17.4; and
 - (c) was 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 paragraph 17.3.1; and
 - (d) was not withdrawn in accordance with paragraph 17.6; and
 - (e) not accepted in accordance with paragraph 17.7.

Requirements for offer to be specified

17.4 The settlement legislation is to specify that an offer by an RFR landowner to dispose of RFR land to the trustees of an offer trust must be made by written notice to the trustees of the one or more offer trusts, incorporating:

- 17.4.1 the terms of the offer, including its expiry date; and
- 17.4.2 the legal description of the land, including:
 - (a) any encumbrances affecting it, and
 - (b) the reference for any computer register that contains the land; and
- 17.4.3 a street address for the land (if applicable); and
- 17.4.4 a street address, postal address, and fax number (if applicable) for the trustees to give notices to the RFR landowner in relation to the offer; and
- 17.4.5 a statement that the land is exclusive RFR land, shared RFR land or balance RFR land (whichever applies); and
- 17.4.6 to avoid doubt, in relation to an offer by an RFR landowner to dispose of balance RFR land, any offer made under paragraph 17.4 must be on terms that were the same (to the extent practically possible) as the terms of the disposal of



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that land (as exclusive or shared RFR land, as the case may be) made to the trustees of an offer trust.

Expiry date of offer to be specified

17.5 The settlement legislation is to specify that:

17.5.1 the expiry date of an offer:

- (a) must be on or after the 20th business day after the day on which the trustees of the one or more offer trusts receive notice of the offer; but
- (b) may be on or after the 10th business day after the day on which the trustees receive notice of the offer if:
 - (i) the trustees received an earlier offer to dispose of the land; and
 - (ii) the expiry date of the earlier offer was no earlier than six months before the expiry date of the later offer; and
 - (iii) the earlier offer was not withdrawn; and

17.5.2 only for an offer of shared RFR land, if the RFR landowner has received notice of acceptance from the trustees of two or more offer trusts at the end of the expiry date specified in the notice of offer given under paragraph 17.4, the expiry date is extended only for the trustees of those two or more offer trusts to the 10th business day after the day on which the trustees receive the RFR landowner's notice given under paragraph 17.7.5.

Withdrawal of offer to be permitted

17.6 The settlement legislation is to provide that the RFR landowner may, by notice to one or more offer trusts, withdraw an offer at any time before it is accepted.

Acceptance of offer to be specified

17.7 The settlement legislation is to provide that:

17.7.1 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; and

17.7.2 the trustees must accept all the RFR land offered, unless the offer permits them to accept less; and

17.7.3 for an offer of shared RFR land or balance RFR land, the offer is accepted only if the RFR landowner has received notice of acceptance from the trustees of only one offer trust at the end of the expiry date; and

17.7.4 only for an offer of shared RFR land, if the RFR landowner has received notice of acceptance from the trustees of two or more offer trusts at the end of the expiry date specified in the notice of offer given under paragraph 17.7, the RFR



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landowner has 10 business days to give notice under paragraph 17.7.5 to the trustees of those two or more offer trusts; and

17.7.5 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 one of those offer trusts before the end of the 10th business day after the day on which they receive the RFR landowner's notice under settlement legislation giving effect to this paragraph.

Formation of contract to be specified

17.8 The settlement legislation is to provide that—

- 17.8.1 if the trustees of an offer trust accept, under paragraph 17.7, 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 paragraphs 17.8.3 to 17.8.6; and
- 17.8.2 the terms of the contract may be varied by written agreement between the landowner and the trustees; and
- 17.8.3 under the contract, the trustees may nominate any person other than the trustees ("**nominee**") to receive the transfer of the RFR land; and
- 17.8.4 the trustees may nominate a nominee only if—
 - (a) the nominee is lawfully able to hold the RFR land; and
 - (b) the trustees give notice to the landowner on or before the day that is 10 business days before the day on which the transfer is to settle; and
- 17.8.5 the notice must specify—
 - (a) the full name of the nominee; and
 - (b) any other details about the nominee that the RFR landowner needs in order to transfer the RFR land to the nominee; and
- 17.8.6 if the trustees nominate a nominee, the trustees remain liable for the obligations of the transferee under the contract.



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Certain disposals by RFR landowner permitted but land remains RFR land

17.9 The settlement legislation is to permit an RFR landowner to dispose of RFR land—

To the Crown or Crown bodies

17.9.1 to the Crown or a Crown body, including, to avoid doubt, under section 143(5) or 206 of the Education Act 1989; or

If a public work

17.9.2 that is a public work, or part of a public work, to a local authority (as defined in section 2 of that Act) under section 50 of the Public Works Act 1981; or

As a reserve

17.9.3 under section 26 or 26A of the Reserves Act 1977.

Certain disposals by RFR landowner permitted and land ceases to be RFR land

17.10 The settlement legislation is to permit an RFR landowner to dispose of RFR land:

In accordance with enactment or rule of law

17.10.1 in accordance with an obligation under any enactment or rule of law; or

In accordance with legal or equitable obligations

17.10.2 in accordance with a legal or equitable obligation that:

- (a) was unconditional before the commencement of the RFR period; or
- (b) was conditional before the commencement of the RFR period but became unconditional on or after the commencement of the RFR period; or
- (c) arose after the exercise (whether before, on or after the commencement of the RFR period) of an option existing before the commencement of the RFR period; or

17.10.3 the requirements, existing before the commencement of the RFR period, of a gift, an endowment, or a trust relating to the land; or

By the Crown under certain legislation

17.10.4 if the landowner is the Crown, in accordance with:

- (a) section 54(1)(d) of the Land Act 1948; or
- (b) section 355(3) of the Resource Management Act 1991; or
- (c) subpart 3 of Part 2 of the Marine and Coastal Area (Takutai Moana) Act 2011; or



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For public works

17.10.5 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; or

For reserve or conservation purposes

17.10.6 in accordance with:

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

For charitable purposes

17.10.7 as a gift for charitable purposes; or

To tenants

17.10.8 that was held on the commencement of the RFR period for education purposes, if the RFR landowner is the Crown, to a person who, immediately before the disposal, is a tenant of:

- (a) or all or part of the land; or
- (b) all of part of a building on the land; or

17.10.9 under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted:

- (a) before the commencement of the RFR period; or
- (b) on or after the commencement of the RFR period under a right of a renewal contained in a lease granted before the commencement of the RFR period; or

17.10.10 under section 93(4) of the Land Act 1948; and

Disposals by Housing New Zealand Corporation

17.10.11 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



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one or more offer trusts that, in the Corporation's opinion, the disposal is to give effect to, or to assist in giving effect to, the Crown's social objectives in relation to housing or services related to housing; and

17.10.12 to avoid doubt, references to "RFR land" in paragraph 17.10.11 shall only be read as a reference to exclusive RFR land or shared RFR land.

Certain matters to be clarified

17.11 The settlement legislation is to provide that—

17.11.1 RFR land may be disposed of by an order of the Maori Land Court under section 134 Te Ture Whenua Maori Act 1993, after an application by an RFR landowner under section 41(e) of the Public Works Act 1981; and

17.11.2 to avoid doubt, if RFR land is disposed of to a local authority under paragraph 17.9.2 the local authority becomes:

- (a) the RFR landowner of the land; and
- (b) subject to the obligations of an RFR landowner under this subpart.

17.11.3 to avoid doubt:

- (a) if RFR land that is a reserve is vested in an administering body under paragraph 17.9.3, the administering body does not become:
 - (i) the RFR landowner of the land; and
 - (ii) subject to the obligations of an RFR landowner under this part however;
- (b) if RFR land vests back in the Crown under section 25 or 27 of the Reserves Act 1977, the Crown becomes:
 - (i) the RFR landowner; and
 - (ii) subject to the obligations of the RFR landowner under this part in relation to the land.

RFR landowner's obligations to be subject to other things

17.12 The settlement legislation is to provide that—

17.12.1 an RFR landowner's obligations 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



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- (ii) that the RFR landowner cannot satisfy by itself taking reasonable steps; and
 - (c) the terms of a mortgage over, or security interest in, RFR land; and
- 17.12.2 reasonable steps, for the purposes of paragraph 17.12.1(b)(ii), do not include steps to promote the passing of an enactment.

Notice to LINZ of RFR land to be required

17.13 The settlement legislation is to provide that—

- 17.13.1 if a computer register is first created for RFR land after the commencement of the RFR period, the RFR landowner must give the chief executive of LINZ notice that the register has been created; and
- 17.13.2 if land for which there is a computer register becomes RFR land after the commencement of the RFR period, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land; and
- 17.13.3 the notice must:
 - (a) include the reference for the computer register and a legal description of the land; and
 - (b) 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.

Notice to trustees of disposals of RFR land to be required

17.14 The settlement legislation is to specify that—

- 17.14.1 an RFR landowner must give the trustees of the one 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 or their nominee; and
- 17.14.2 the notice must be given on or before the day that is 20 business days before the day of the disposal; and
- 17.14.3 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 paragraph 17.3; and
 - (e) if the disposal is made under paragraph 17.3.3, include a copy of the written contract for the disposal.



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Notice to LINZ of land ceasing to be RFR land to be required

17.15 The settlement legislation is to require that:

17.15.1 the RFR landowner must give the chief executive of LINZ notice that the land is to cease being RFR land:

- (a) because the fee simple estate in the land is to transfer from the RFR landowner to:
 - (i) the trustees of a recipient trust (or nominee) (for example, under paragraph 17.8.3 or under a contract formed under paragraph 17.8.1); or
 - (ii) any other person (including the Crown or a Crown body) under paragraph 17.3.3; or
- (b) because the fee simple estate in the land is to transfer or vest from the RFR landowner to or in a person other than the Crown or a Crown body under anything referred to in paragraphs 17.10 or 17.13; and

17.15.2 the notice must—

- (a) give notice that the land is to cease being RFR land; and
- (b) include a legal description of the land and identify the computer register that contains the land; and
- (c) specify the details of the transfer or vesting of the land; and
- (d) be given as early as practicable before the transfer or vesting.

Memorials for RFR land

17.16 The settlement legislation is to provide that—

Certificates to be issued identifying RFR land

17.16.1 the chief executive of LINZ must—

- (a) issue to the Registrar-General of Land one or more certificates that specify the legal descriptions of, and identify the computer registers that contain:
 - (i) the RFR land for which there is a computer register on the commencement of the RFR period; and
 - (ii) the RFR land for which a computer register is first created after the commencement of the RFR period; and
 - (iii) land for which there is a computer register that becomes RFR land after the commencement of the RFR period; and

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- (b) provide a copy of each certificate to the trustees of the one or more offer trusts as soon as is reasonably practicable after issuing the certificate; and

17.16.2 a certificate issued under paragraph 17.16.1 must:

- (a) state that it is issued under the relevant section of the settlement legislation; and
- (b) be issued soon as reasonably practicable after:
 - (i) the commencement of the RFR period, for RFR land for which there is a computer register on the commencement of the RFR period; or
 - (ii) receiving a notice under paragraph 17.14 that a computer register has been created for the RFR land or that the land has become RFR land, for any other land; and

Memorials to be recorded

17.16.3 the Registrar-General of Land must, as soon as is reasonably practicable after receiving a certificate issued under paragraph 17.16.1, record on the computer register for the RFR land identified in the certificate that the land is:

- (a) RFR land as defined by paragraph 17.2.13; and
- (b) subject to this part (which restricts disposal, including leasing, of the land).

Provision for removal of memorials from RFR land to be made

17.17 The settlement legislation is to provide that:

Certificates to be issued identifying land ceasing to be RFR land after transfer or vesting

17.17.1 the chief executive of LINZ must:

- (a) before registration of the transfer or vesting of land described in a notice received under paragraph 17.14, issue to the Registrar-General a certificate that:
 - (i) specifies the legal description of the land and identifies the computer register that contains the land; and
 - (ii) specifies the details of the transfer or vesting of the land; and
 - (iii) states that it is issued under this section; and

17.17.2 as soon as is reasonably practicable after issuing the certificate, provide a copy of it to the trustees of the one or more offer trusts; and



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Memorials to be removed

17.17.3 if the Registrar-General of Land receives a certificate issued under paragraph 17.17.1, he or she must remove any memorial recorded from the computer register identified in the certificate, immediately before registering the transfer or vesting described in the certificate.

17.17.4 the chief executive of LINZ must—

- (a) as soon as is reasonably practicable after the RFR period ends for any RFR land, issue to the Registrar-General a certificate that:
 - (i) identifies each computer register for the RFR land for which the RFR period has ended that still has a memorial recorded on it; and
 - (ii) states that it is issued under this paragraph; and
- (b) provide a copy of each certificate to the trustees of the one or more offer trusts as soon as is reasonably practicable after issuing the certificate.

17.17.5 the Registrar-General of Land must, as soon as is reasonably practicable after receiving a certificate, remove a memorial from any computer register identified in the certificate.

General provisions to be included

17.18 The settlement legislation is to provide that—

Waiver and variation to be permitted

17.18.1 the trustees of the one 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 part; and

17.18.2 the trustees of the one 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 part; and

17.18.3 a waiver or agreement is on the terms, and applies for the period, specified in it; and

Disposal of Crown bodies not affected

17.18.4 this part does not limit the ability of the Crown, or a Crown body, to sell or dispose of a Crown body; and

Assignment of rights and obligations

17.18.5 paragraph 17.18.7 applies if an RFR holder —

- (a) assigns the RFR holder's RFR rights and obligations under this part to one or more persons in accordance with the RFR holder's constitutional documents; and
- (b) has given the notices required by paragraph 17.18.6;



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17.18.6 notices must be given to each RFR landowner—

- (a) stating that the RFR holder's rights and obligations under this part are being assigned under paragraphs 17.18.5 to 17.18.8; and
- (b) specifying the date of the assignment; and
- (c) specifying the name of the assignee and, if assignees are the trustees of a trust, the name of the trust; and
- (d) specifying the street address, postal address, or fax number for notices to the assignees;

17.18.7 this part will apply, with all necessary modifications, to the assignees (instead of the RFR holder) as if the assignees were the trustees of the relevant offer trust, with all necessary modifications;

17.18.8 in paragraphs 17.18.5 to 17.18.7 **RFR holder** means the one or more persons who have the rights and obligations of the trustees of an offer trust under this part, either because:—

- (a) they are the trustees of an offer trust; or
- (b) they have previously been assigned those rights and obligations under paragraphs 17.18.5 to 17.18.7.

Notice provisions to be specified

17.19 Notice to or by an RFR landowner, or the trustees of an offer trust, under this part:

17.19.1 must be in writing; and

17.19.2 signed by—

- (a) the person giving it; or
- (b) in the case of the trustees of an offer trust, at least two of the trustees for the time being of the offer trust; and

17.19.3 addressed to the recipient at the street address, postal address or fax number:

- (a) specified for the trustees in accordance with this deed, in the case of a notice to the trustees of an offer trust; or
- (b) specified by the RFR landowner in an offer made under paragraph 17.4, or in a later notice given to the trustees of an offer trust, in the case of a notice to the RFR landowner; or
- (c) at the national office of LINZ, in the case of a notice given to the chief executive of LINZ; and

17.19.4 given by:

- (a) delivering it by hand to the recipient's street address; or

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- (b) posting it to the recipient's postal address; or
- (c) faxing it to the recipient's fax number; and

Time when notice received

17.19.5 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;

17.19.6 however, is to be treated as having been received on the next business day if, under paragraph 17.19.5, 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.



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18 MISCELLANEOUS

Interpretation

18.1 The settlement legislation is to provide that it is Parliament's intention that it is interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

Guide to the settlement legislation

18.2 The settlement legislation is to—

18.2.1 include a guide to its overall scheme and effect; but

18.2.2 provide the guide does not affect the interpretation or application of—

- (a) the other provisions of the settlement legislation; or
- (b) this deed.

Application of perpetuities rule to be removed

18.3 The settlement legislation is to provide that—

18.3.1 the rule against perpetuities and the Perpetuities Act 1964 do not—

(a) prescribe or restrict the period during which—

- (i) Te Rūnanga Nui o Te Aupōuri Trust may exist in law; and
- (ii) Te Rūnanga Nui trustees, in their capacity as trustees, may hold or deal with property (including income derived from property); or

(b) apply to a settlement document if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective; and

18.3.2 however, if Te Rūnanga Nui o Te Aupōuri Trust is, or becomes, a charitable trust, the application (if any) of the rule against perpetuities or any of the provisions of the Perpetuities Act 1964 to that trust must be applied in accordance with the general law.

Access to this deed

18.4 The chief executive of the Ministry of Justice is to be required to make copies of this deed available—

18.4.1 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



TE AUPŌURI DEED OF SETTLEMENT SCHEDULE
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18.4.2 free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

Provisions of other Acts to be read as one provision

18.5 The settlement legislation is to provide that, if a provision in this legislative matters schedule has the same effect as a provision in the legislative matters schedule to the deed of settlement of one or more of another Te Hiku o Te Ika iwi, the provisions must be given effect to only once as if they were one provision.

Timing of actions or matters

18.6 Actions or matters occurring under the settlement legislation are to occur and take effect on and from the settlement date, except if the settlement legislation requires an action or matter to take effect on another date.

The Crown is not to be prevented from providing other cultural redress

18.7 The provision of the cultural redress is not to prevent the Crown from doing anything that is not inconsistent with that redress (including the protocols and the statutory acknowledgements) including entering into and giving effect to another settlement that provides for the same or similar cultural redress.

18.8 However, paragraph 18.7 is not an acknowledgement by the Crown or Te Rūnanga Nui trustees that any other iwi or group has interests in relation to land or an area to which any of the cultural redress relates.



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19 STATUTORY AREAS

- 19.1 Manawatāwhi / Three Kings Islands (as shown on deed plan OTS-091-01) (and known to Te Aupōuri as Manawatāwhi, Ohau, Moekawa and Oromaki);
- 19.2 Raoul Island, Kermadec Islands (as shown on deed plan OTS-091-02) (known to Te Aupōuri as Rangitāhua);
- 19.3 Simmonds Islands (as shown on deed plan OTS-091-03) (known to Te Aupōuri as Motupuruhi and Te Rākautūhaka);
- 19.4 Paxton Point Conservation Area including Rarawa Beach camp ground (as shown on deed plan OTS-091-04) (known to Te Aupōuri as Wharekāpu / Rarawa);
- 19.5 Kohurōnaki Pa (as shown on deed plan OTS-091-05); and
- 19.6 North Cape Scientific Reserve (as shown on OTS-091-06).



20 CULTURAL REDRESS PROPERTIES

To vest in fee simple

Name of site	Description	Encumbrances
Waiparariki (Te Kao 76 and 77B)	<p><i>North Auckland Land District - Far North District</i></p> <p>59.3370 hectares, more or less, being Lot 1 DP 136786. All <i>Gazette</i> notice C195139.1.</p> <p>As shown on OTS-091-20.</p>	<p>Subject to Crown Forestry licence registered as C312828.1F and held in Computer Interest Register NA100A/1.</p> <p>Subject to the protective covenant certificate C626733.1.</p> <p>Subject to a right of way easement created by M.L.C. Order dated 8 January 1943 (M.B. N74/26).</p> <p>Together with a right of way easement created by Consolidation Order P.R. 4A/557.</p>
Hukatere Pā	<p><i>North Auckland Land District - Far North District</i></p> <p>10.0 hectares, approximately, being Part Lot 1 DP 137713. Part <i>Gazette</i> 1966 page 1435 and Part <i>Gazette</i> 1968 page 2426. Subject to survey.</p> <p>As shown on OTS-091-21.</p>	<p>Subject to Crown Forestry licence registered as C312828.1F and held in Computer Interest Register NA100A/1.</p> <p>Subject to the protective covenant certificate C626733.1.</p> <p>Subject to the Public Access Easement certificate C626733.2.</p>

To vest in fee simple as tenants in common in equal shares with Ngāti Kuri

Name of site	Description	Encumbrances
Bed of Waihopo Lake	<p><i>North Auckland Land District - Far North District</i></p> <p>20.4600 hectares, more or less, y, being Section 1 S. O. 68594 Part Proclamation B342446.1. Subject to survey.</p> <p>As shown on OTS-091-22.</p>	

TE AUPŌURI DEED OF SETTLEMENT
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20: CULTURAL REDRESS PROPERTIES

To vest in fee simple subject to conservation covenant as tenants in common in equal shares with Ngāti Kuri

Name of site	Description	Encumbrances
Bed of Lake Ngākeketo	<p><i>North Auckland Land District - Far North District</i></p> <p>9 hectares, approximately, being Part Allotment 13 Parish of Muriwhenua. Part Gazette notice B322652.1. Subject to survey.</p> <p>As shown on OTS-091-23.</p>	Subject to the conservation covenant referred to in paragraph 12.10.4.

To vest in fee simple subject to a lease

Name of site	Description	Encumbrances
<p>Te Kao School site A</p> <p>Note the site will include the Te Kao School House site A if clause 9.3 applies</p>	<p><i>North Auckland Land District - Far North District</i></p> <p>0.4047 hectares, more or less, being Te Kao 1F. All Proclamation 19972.</p> <p>2.3711 hectares, approximately, being Part Parengarenga 5B3E. Part Computer Freehold Register NA2D/999. Subject to survey.</p> <p>As shown on OTS-091-24.</p>	Subject to the lease referred to in paragraph 12.6.
Te Kao School house site A	<p>0.1000 hectares, approximately, being Part Parengarenga 5B3E. Part Computer Freehold Register NA2D/999.</p> <p>School house shown bordered yellow on Te Kao School House site diagram in part 4.1 of the attachments. (Related school is the property described as Te Kao School site A)</p>	

TE AUPŌURI DEED OF SETTLEMENT
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To vest in fee simple subject to a lease as tenants in common in equal shares
with Ngāti Kuri

Name of site	Description	Encumbrances
Murimotu Island	<p>North Auckland Land District - Far North District</p> <p>8.47 hectares, approximately, being Part Section 1 SO 70507. Part Computer Freehold Register NA138A/291. Subject to survey.</p> <p>As shown on OTS-091-25.</p>	<p>Subject to a lease to Maritime New Zealand referred to in paragraph 12.11.4.</p> <p>Subject to an unregistered licence to Institute of Geological and Nuclear Sciences Limited for installation and operation of a Tsunami Warning System dated 10/12/08.</p>

To vest in fee simple subject to a conservation covenant

Name of site	Description	Encumbrances
Maungatiketike Pā	<p>North Auckland Land District - Far North District</p> <p>2.0 hectares, approximately, being Part Allotment 13 Parish of Muriwhenua. Part <i>Gazette</i> notice B322652.1. Subject to survey.</p> <p>As shown on OTS-091-26.</p>	<p>Subject to the conservation covenant referred to in paragraph 12.12.3.</p> <p>Subject to an unregistered research and collection permit NO-23262-FAU to Landcare Research New Zealand Limited (dated 2 July 2008).</p> <p>Subject to an unregistered research and collection permit NO-20888-FAU to Landcare Research New Zealand Limited (dated 7 January 2008).</p> <p>Subject to an unregistered research and collection permit NO-19715-FLO to Museum of New Zealand Te Papa Tongarewa (dated 22 February 2007).</p> <p>Subject to an unregistered seed collection concession NO-19533-OTH variation to Te Taumata Kaumatua Ahika O Ngati Kuri Incorporated (trading as Vision 5 Nursery) (dated 9 February 2009).</p>
Pitokuku Pā	<p>North Auckland Land District - Far North District</p> <p>3.7 hectares, approximately, being Part Allotment 13 Parish of Muriwhenua. Part <i>Gazette</i> notice B322652.1. Subject to survey.</p> <p>As shown on OTS-091-27.</p>	<p>Subject to the conservation covenant referred to in paragraph 12.13.3.</p> <p>Subject to an unregistered research and collection permit NO-23262-FAU to Landcare Research New Zealand Limited (dated 2 July 2008).</p>

TE AUPŌURI DEED OF SETTLEMENT
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Name of site	Description	Encumbrances
		<p>Subject to an unregistered research and collection permit NO-20888-FAU to Landcare Research New Zealand Limited (dated 7 January 2008).</p> <p>Subject to an unregistered research and collection permit NO-19715-FLO to Museum of New Zealand Te Papa Tongarewa (dated 22 February 2007).</p> <p>Subject to an unregistered seed collection concession NO-19533-OTH variation to Te Taumata Kaumatua Ahika O Ngati Kuri Incorporated (trading as Vision 5 Nursery) (dated 9 February 2009).</p>
Taurangatira Pā	<p><i>North Auckland Land District - Far North District</i></p> <p>10.7 hectares, approximately, being Part Allotment 13 Parish of Muriwhenua. Part <i>Gazette</i> notice B322652.1. Subject to survey.</p> <p>As shown on OTS-091-28.</p>	<p>Subject to the conservation covenant referred to in paragraph 12.14.3.</p> <p>Subject to an unregistered research and collection permit NO-23262-FAU to Landcare Research New Zealand Limited (dated 2 July 2008).</p> <p>Subject to an unregistered research and collection permit NO-20888-FAU to Landcare Research New Zealand Limited (dated 7 January 2008).</p> <p>Subject to an unregistered research and collection permit NO-19715-FLO to Museum of New Zealand Te Papa Tongarewa (dated 22 February 2007).</p> <p>Subject to an unregistered seed collection concession NO-19533-OTH.variation to Te Taumata Kaumatua Ahika O Ngati Kuri Incorporated (trading as Vision 5 Nursery) (dated 9 February 2009).</p>
Kahokawa	<p><i>North Auckland Land District - Far North District</i></p> <p>5.5 hectares, approximately, being Part Allotment 13 Parish of Muriwhenua. Part <i>Gazette</i> notice B322652.1. Subject to survey.</p> <p>As shown on OTS-091-29.</p>	<p>Subject to the conservation covenant referred to in paragraph 12.15.3.</p> <p>Subject to an unregistered research and collection permit NO-23262-FAU to Landcare Research New Zealand Limited (dated 2 July 2008).</p> <p>Subject to an unregistered research and collection permit NO-20888-FAU to Landcare Research New Zealand Limited (dated</p>

TE AUPŌURI DEED OF SETTLEMENT
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Name of site	Description	Encumbrances
		<p>7 January 2008).</p> <p>Subject to an unregistered research and collection permit NO-19715-FLO to Museum of New Zealand Te Papa Tongarewa (dated 22 February 2007).</p> <p>Subject to an unregistered seed collection concession NO-19533-OTH.variation to Te Taumata Kaumatua Ahika O Ngati Kuri Incorporated (trading as Vision 5 Nursery) (dated 9 February 2009).</p>
Te Rerepari	<p><i>North Auckland Land District - Far North District</i></p> <p>6.0 hectares, approximately, being Part Mokaikai Block. Part Computer Freehold Registers NA738/244 (1/2 share), NA2108/28 (3/8 share) and NA1A/1450 (1/8 share). Subject to survey.</p> <p>As shown on OTS-091-30.</p>	<p>Subject to the conservation covenant referred to in paragraph 12.16.3.</p> <p>Subject to an unregistered research and collection permit NO-23262-FAU to Landcare Research New Zealand Limited (dated 2 July 2008).</p> <p>Subject to an unregistered research and collection permit NO-20888-FAU to Landcare Research New Zealand Limited (dated 7 January 2008).</p> <p>Subject to an unregistered research and collection permit NO-19715-FLO to Museum of New Zealand Te Papa Tongarewa (dated 22 February 2007).</p> <p>Subject to an unregistered seed collection concession NO-19533-OTH variation to Te Taumata Kaumatua Ahika O Ngati Kuri Incorporated (trading as Vision 5 Nursery) (dated 9 February 2009).</p> <p>Subject to an unregistered concession NO-21255-OTH-Beehives to Ngati Kuri Trust Board dated 24 January 2011.</p> <p>Subject to an unregistered concession NO-21987-OTH - Beehives to Watson & Murray Associates.</p>

TE AUPŌURI DEED OF SETTLEMENT
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To vest as a scenic reserve

Name of site	Description	Encumbrances
Te Ārai Conservation Area Site	<p><i>North Auckland Land District - Far North District</i></p> <p>1116.00 hectares, approximately, being Part Section 1 SO 65735. Part <i>Gazette</i> 1961 page 911. Subject to survey.</p> <p>75.36 hectares, more or less, being Lot 2 DP 70424. All Computer Freehold Register NA31A/52.</p> <p>As shown on OTS-091-31.</p>	<p>Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.</p> <p>Subject to the right of way easement referred to in paragraph 12.17.5.</p> <p>Subject to an unregistered research and collection permit NO-23262-FAU to Landcare Research New Zealand Limited (dated 2 July 2008).</p> <p>Subject to an unregistered research and collection permit NO-20888-FAU to Landcare Research New Zealand Limited (dated 7 January 2008).</p> <p>Subject to an unregistered research and collection permit NO-19715-FLO to Museum of New Zealand Te Papa Tongarewa (dated 22 February 2007).</p>

To vest as a historic reserve

Name of site	Description	Encumbrances
Te Tomo a Tāwhana (Twin Pā) Sites	<p><i>North Auckland Land District - Far North District</i></p> <p>0.9727 hectares, more or less, being Lots 2, 3 and 4 DP 190746. All Computer Freehold Register NA120C/540.</p> <p>2.80 hectares, approximately, being Part Section 28 Block I Houhora East Survey District. Part Proclamation B342446.1. Subject to survey.</p> <p>As shown on OTS-091-34.</p>	<p>Historic reserve subject to section 18 of the Reserves Act 1977.</p> <p>Subject to Section 241(2) Resource Management Act 1991 (affects Computer Freehold Register NA120C/540).</p>

To vest as a nature reserve

Name of site	Description	Encumbrances
Te Ārai Ecological Sanctuary	<p><i>North Auckland Land District - Far North District</i></p> <p>4.7626 hectares, more or less, being Section 1 Block III Houhora West Survey District. All <i>Gazette</i> 1970 page</p>	<p>Nature reserve subject to section 20 of the Reserves Act 1977.</p> <p>Subject to an unregistered research and collection permit NO-23262-FAU to Landcare Research</p>

TE AUPŌURI DEED OF SETTLEMENT
LEGISLATIVE MATTERS SCHEDULE

20: CULTURAL REDRESS PROPERTIES

Name of site	Description	Encumbrances
	2362. As shown on OTS-091-35.	New Zealand Limited (dated 2 July 2008). Subject to an unregistered research and collection permit NO-20888-FAU to Landcare Research New Zealand Limited (dated 7 January 2008). Subject to an unregistered research and collection permit NO-19715-FLO to Museum of New Zealand Te Papa Tongarewa (dated 22 February 2007).

To vest as scenic reserve as tenants in common in equal shares with Te Aupōuri,
Te Rarawa and Ngāti Kuri

Name of site	Description	Encumbrances
Beach site A	<i>North Auckland Land District – Far North District</i> 15 hectares, approximately, being Part Lot 2 DP 63209. Part Gazette notice C195138.1. Subject to survey. As shown on OTS-091-32.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977. Subject to the protective covenant certificate C626733.1. Subject to Crown forestry licence registered as C312828.1F and held in Computer Interest Register NA100A/1. Together with a right of way easement created by D592406A.2

**TE AUPŌURI DEED OF SETTLEMENT
LEGISLATIVE MATTERS SCHEDULE**

20: CULTURAL REDRESS PROPERTIES

<p>Beach site B</p>	<p><i>North Auckland Land District – Far North District</i></p> <p>70 hectares, approximately, being Part Lot 1 DP 136869, Part Lot 1 DP 136868, Part Lot 1 DP 137713, Part Section 2 Block III, Part Section 1 Block VII, Part Section 1 Block VIII, Part Section 1 Block XII, Houhora West Survey District. Part section 1 Block IX, Part Section 1 Block XIII, Part Section 3 Block XIV, Houhora East Survey District. Part Section 1 Block II Opoe Survey District. Part Gazette notice B342446.1. Subject to survey.</p> <p>As shown on OTS-091-33.</p>	<p>Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.</p> <p>Subject to the protective covenant certificate C626733.1.</p> <p>Subject to Crown Forestry licence registered as C312828.1F and held in Computer Interest Register NA100A/1.</p> <p>Together with a right of way easement created by D145215.1 (affects Lot 1 DP 136868)</p>
<p>Beach site C</p>	<p><i>North Auckland Land District – Far North District</i></p> <p>40 hectares, approximately, being Part Lot 1 DP 137713 and Part Lot 1 DP 137714. Gazette 1966 page 1435.</p> <p>Subject to survey.</p> <p>As shown on OTS-091-36.</p>	<p>Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.</p> <p>Subject to the protective covenant certificate C626733.1.</p> <p>Subject to Crown Forestry licence registered as C312828.1F and held in Computer Interest Register NA100A/1.</p>
<p>Beach site D</p>	<p><i>North Auckland Land District – Far North District</i></p> <p>89 hectares, approximately, being Crown Land (adjoining Parts Lot 3 DP 49057 and Lot 1 DP 137182). Subject to survey.</p> <p>As shown on OTS-091-37.</p>	<p>Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.</p>