TE KAWERAU Ā MAKI

and

THE TRUSTEES OF TE KAWERAU IWI SETTLEMENT TRUST

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

---

22 FEBRUARY 2014

PURPOSE OF THIS DEED

This deed –

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Te Kawerau ā Maki and breached the Treaty of Waitangi and its principles; and

- provides an acknowledgment by the Crown of the Treaty breaches and an apology; and

- settles the historical claims of Te Kawerau ā Maki; and

- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the governance entity that has been approved by Te Kawerau ā Maki to receive the redress; and

- includes definitions of –

  - the historical claims; and

  - Te Kawerau ā Maki; and

- provides for other relevant matters; and

- is conditional upon settlement legislation coming into force.

TABLE OF CONTENTS

1 BACKGROUND 1
2 HISTORICAL ACCOUNT 3
3 ACKNOWLEDGEMENT AND APOLOGY 35
4 SETTLEMENT 43
5 CULTURAL REDRESS 46
6 FINANCIAL AND COMMERCIAL REDRESS 54
7 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION 60
8 GENERAL, DEFINITIONS, AND INTERPRETATION 62

SCHEDULES

PROPERTY REDRESS

1. Disclosure information and warranty
2. Vesting of cultural redress properties
3. Description of Riverhead Forest licensed land
4. Descriptions of deferred selection properties
5. Paremoremo Housing Block
6. Right to purchase Paremoremo Housing Block
7. Deferred selection
8. Terms of transfer for commercial redress and purchased deferred selection properties
9. Notice in relation to settlement properties
10. Definitions

GENERAL MATTERS

1. Effect of settlement
2. Interest
3. Tax
4. Notice
5. Miscellaneous
6. Defined terms
7. Interpretation

DOCUMENTS

1. Statements of association
2. Protocols
3. Encumbrances
4. Leases for leaseback properties

ATTACHMENTS

1. Area of interest
2. Deed plans
3. Non-exclusive RFR land

3A Other RFR land

4. Draft settlement bill

DEED OF SETTLEMENT

THIS DEED is made between

TE KAWERAU Ā MAKI

and

THE TRUSTEES OF TE KAWERAU IWI SETTLEMENT TRUST

and

THE CROWN

1 BACKGROUND

NEGOTIATIONS

1.1 Te Kawerau ā Maki gave the mandated negotiators a mandate to negotiate a deed of settlement with the Crown and submitted a deed of mandate to the Crown in October 2008.

1.2 The Crown recognised the mandate on 29 October 2008.

1.3 The mandated negotiators and the Crown –

1.3.1 by terms of negotiation dated 7 August 2008, agreed the scope, objectives, and general procedures for the negotiations; and

1.3.2 by agreement dated 12 February 2010, agreed, in principle, that Te Kawerau ā Maki and the Crown were willing to enter into a deed of settlement on the basis set out in the agreement; and

1.3.3 since the agreement in principle, have –

(a) had extensive negotiations conducted in good faith; and

(b) negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

1.4 Te Kawerau ā Maki have, since the initialling of the deed of settlement, by a majority of –

1.4.1 99%, ratified this deed and approved its signing on their behalf by the trustees of Te Kawerau Iwi Settlement Trust; and

1.4.2 99%, approved the governance entity receiving the redress.

1.5 Each majority referred to in clause 1.4 is of valid votes cast in a ballot by eligible members of Te Kawerau ā Maki.

1.6 The governance entity approved entering into, and complying with, this deed by resolution on 21 February 2014.

1.7 The Crown is satisfied –

1.7.1 with the ratification and approvals of Te Kawerau ā Maki referred to in clause 1.4; and

1.7.2 with the governance entity's approval referred to in clause 1.6; and

1.7.3 the governance entity is appropriate to receive the redress.

AGREEMENT

1.8 Therefore, the parties –

1.8.1 in a spirit of co-operation and compromise, wish to enter, in good faith, into this deed settling the historical claims; and

1.8.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

INTRODUCTION

2.1. This historical account describes the colonial experience of Te Kawerau ā Maki and their relationship with the Crown since 1840. It identifies Crown actions and omissions which have impacted negatively on Te Kawerau ā Maki over the generations and are at the heart of their historical claims. It provides context for the Crown's acknowledgements of its historical Treaty breaches against Te Kawerau ā Maki, the Crown's offer of an apology to Te Kawerau ā Maki, and the redress provided in settlement of the Te Kawerau ā Maki historical Treaty claims.

TE KAWERAU Ā MAKI

2.2. The tribal origins of Te Kawerau ā Maki lie in the district between Tāmaki Makaurau (the Auckland isthmus) and the northern Taranaki-Kāwhia area. Te Kawerau ā Maki are the descendants of the famous warrior chieftain Maki and his wife Rotu who, in the early seventeenth century, migrated with their family and a large group of followers from Kāwhia to what is now the Tāmaki (Auckland) region. They initially named and occupied Tāmaki, and later settled in the southern Kaipara, Waitākere, Whenua roa ō Kahu (North Shore) and Mahurangi districts.

2.3 When Maki and his people arrived in Tāmaki, they were returning to an ancestral home that had been explored, named, and settled by their tūpuna (ancestors). Maki descended from famous Tainui ancestors associated with Tāmaki, including Hoturoa, Rakataura and Poutukeka. He was thus related to the Tainui hapū (sub-tribes), collectively known as Ngāoho, who then occupied the Tāmaki region. Maki was specifically associated with the tribal grouping known as Ngāiwi, who resided across the Tāmaki isthmus and the area to the south-west between Te Pane o Matāoho (Māngere Mountain) and Te Manurewa ō Tamapāhore.

2.4 While living at Manurewa and Rarotonga / Mount Smart, Maki received visits from many rangatira who sought his assistance in local disputes. A rangatira from south Kaipara invited Maki and his people to visit his district. Maki accepted this offer and resided for a while at Maramatawhana near present day Reweti. During this visit Maki was insulted in an incident known as "Te Kawe rau ā Maki" –"the carrying strap of Maki". As a result he and his force defeated local hapū in several battles, and ultimately took control of a large part of south Kaipara. Maki initially settled at Mimihānui near Parakai where his wife Rotu gave birth to a son. This child, Tawhiakiterangi, also known as Te Kawerau ā Maki, became the eponymous ancestor of Te Kawerau ā Maki.

2.5 In time the children of Maki and his followers dispersed throughout southern Kaipara, Te Whenua roa ō Kahu (the North Shore), Hikurangi (West Auckland), Whangapāraoa, Mahurangi, Matakanakana, Pākiri, Aotea (Great Barrier Island), and Te Hauturu ō Toi / Little Barrier Island. Together they are known today as the "Te Kawerau confederation". Maki and Rotu finally settled at Te Korotangi, a pā near the mouth of Waihē (Mahurangi River).

2.6 Descendants of Tawhiakiterangi later intermarried with descendants of Maki's other children. Through these connections Te Kawerau ā Maki hold treasured customary

relationships with places of ancestral significance throughout this wider area. As the descendants of Maki's only Kaipara-born child, Tawhiakiterangi, Te Kawerau ā Maki developed a distinct identity in south-western Kaipara and particularly in the Hikurangi (West Auckland) area. Te Kawerau ā Maki also occupied the northern and north-eastern shores of the Manukau Harbour and continued to maintain important customary relationships with the Tāmaki isthmus.

2.7 Te Kawerau ā Maki held their land and resources under collective tribal custodianship, with their rangatira (chiefs) exercising authority over their tribal domain and the seas that surrounded it. By the end of the seventeenth century Te Kawerau ā Maki exercised customary rights through south-western Kaipara area, West Auckland and the shores of the upper Waitematā Harbour. They enjoyed a highly mobile life style, based on a cycle of seasonal resource gathering and, with ongoing intermarriages, had interests through the wider area settled by the Te Kawerau confederation. In time other tribal groups moved into this region and took up occupation. While there was conflict between groups there were also peace-making arrangements and ongoing intermarriages.

2.8 European contact in the late eighteenth and early nineteenth centuries brought rewharewha or epidemic disease, which had a significant impact on Te Kawerau ā Maki and all other iwi in the region. From 1821 raids by northern taua (war parties) armed with muskets began to impact on Te Kawerau ā Maki. In 1825 Te Kawerau ā Maki suffered major losses and, with other resident groups, were forced into exile to the Waikato. Here Te Kawerau ā Maki remained until 1835 when they returned to the Waitākere and subsequently south Kaipara area under the protection of the Tainui ariki Te Wherowhero. This is the origin of the long-held and enduring Te Kawerau ā Maki affiliation with the Kīngitanga (Māori King Movement).

2.9 From 1836 Te Kawerau ā Maki had regular contact with Christian missionaries, and from this time were increasingly influenced by social, economic, and technological change resulting from European contact. At 1840 Te Kawerau ā Maki, although reduced in numbers like other tribes of the region, were resident on their ancestral land. They continued to exercise kaitiakitanga over its vast natural resources, although their lifestyle was becoming increasingly sedentary and focused on the Waitākere coastline between Piha and Muriwai.

2.10 The Treaty of Waitangi was not brought into southern Kaipara or the Waitākere area to be signed. However, Te Kawerau ā Maki likely attended meetings convened by Crown officials at Māngere and Āwhitu in March 1840, and through these became aware of the nature of the Treaty.

2.11 The establishment of the new colonial capital of Auckland brought those Te Kawerau ā Maki resident at Te Matarae ō Manaōterangi (Kauri Point) and Ōrākei into contact with Crown officials. Most Te Kawerau ā Maki, though, were to remain physically isolated from direct contact with Crown in the 1840s. This was to have significant consequences for the iwi, in particular in relation to the negotiation of the Crown land purchases of the 1840s, and the Crown investigation of the pre-Treaty and pre-emption waiver land transactions. The Crown land purchases of the early to mid 1850s brought Te Kawerau ā Maki into direct contact with Crown officials with serious consequences for the tribe.

EARLY LAND TRANSACTIONS

2.12 Before 1840 Europeans and Māori entered into transactions affecting the Te Kawerau ā Maki homelands in West Auckland, and in the Mahurangi region where Te Kawerau ā Maki held shared interests both in their own right and through their affiliation with the wider Kawerau confederation. Te Kawerau ā Maki were not involved in these transactions.

2.13 The Crown undertook to investigate these early private transactions ('old land claims') to determine which transactions merited the award of a Crown grant of land to a settler. The Crown appointed its Land Claims Commission in 1840 and hearings in the Auckland region commenced in 1841.

2.14 The Commission inquired whether a transaction had been completed before mid January 1840. It generally validated claims where Māori supported the transaction. It did not inquire into the customary rights of Māori who entered into transactions, or what they understood when they did so. Nor did the Crown provide a formal mechanism for Māori to appeal decisions if they believed their interests had not been recognised. Once a sale was confirmed by the Commission, the Crown retained any land not granted to settlers as 'surplus land'.

2.15 The Europeans involved in the pre-Treaty transactions around West Auckland and the Mahurangi region were mainly interested in the vast timber resources of these areas which were easily accessed from sheltered harbours and estuaries. In January 1836, a New South Wales timber merchant purported to transact a deed for a large tract of land from three rangatira of another iwi. The boundaries described in the deed included much of West Auckland, north-western Manukau, and most of the Tāmaki isthmus. In 1843 the Land Claims Commission investigated the transaction. It found no evidence for the purchase alleged by the European claimant and recommended that no Crown grant be issued. Governor Fitzroy nevertheless issued scrip to settlers to the value of £4,844, which the claimants could use to purchase freehold grants of Crown land elsewhere in the colony. After further inquiry, in 1846, a Crown grant for 1,927 acres at Karangāhape (Cornwallis) was issued. As a result Te Kawerau ā Maki lost ownership of wāhi tapu and places of historical and cultural significance at Karangāhape, Te Pūponga and Kakamātua.

2.16 Timber felling operation and the subsequent construction of steam-powered mills at Cornwallis in 1842 led to the extensive extraction of timber from the northern shores of the Manukau Harbour. As far as can be established Te Kawerau ā Maki did not receive any income from these operations.

2.17 In 1839 several private land transactions took place on the eastern coastline of the Auckland region between Whāngaparāoa and Mahurangi. The 'Point Rodney' (Whāngateau) deed covered approximately 10,000 acres extending between Matakana and Ōmaha (Leigh) for the sum of £421. It encompassed places of shared ancestral and customary significance to Te Kawerau ā Maki, in particular on the Tāwharanui Peninsula. No Te Kawerau–affiliated hapū knew of the transaction. Following investigation of the claim, the Crown issued a grant of 1,944 acres to the European claimant. In 1860 the claim was re-investigated. The Commissioner found the land had

been sold by Māori, and again to the Crown as part of the Pakiri purchase. The European's grant was eventually exchanged for scrip land.

2.18 The 1839 Te Weiti deed included an estimated 20,000 acres located between Te Oneroa ō Kahu (Long Bay), Ōkura and Te Weiti (Wade River). The deed was negotiated by a European timber merchant with representatives of other iwi. Te Kawerau ā Maki had no knowledge of the transaction or its subsequent investigation by the Land Claims Commissioner. The Crown ultimately granted 5569 acres to European settlers. The alienated land included the important kāinga of Ōtaimaro (Karepiro Bay), occupied seasonally by Te Kawerau ā Maki, and sacred places of considerable significance to the iwi, including Te Ringa Kaha o Manu (Weiti Spit). The balance of land in the 'Point Rodney' and 'Te Weiti' transactions were retained by the Crown as surplus and overlapped with the Mahurangi and Omaha purchase discussed below.

1841 MAHURANGI AND ŌMAHA PURCHASE

2.19 On 13 April 1841, the Crown entered into a purchase deed over an approximately 110,000 acre area called 'Mahurangi and Ōmaha', which extended from Maungauika (North Head) on the Waitematā Harbour northwards along the east coast to Te Ārai ō Tāhuhu (Te Ārai Point). Te Kawerau ā Maki held shared customary interests in parts of this land. The purchase overlapped with a number of pre-Treaty private transactions and the description of the block in the deed was vague in some respects with no plan attached to it. The Crown also entered into the transaction without a systematic investigation of customary rights in the district affected, apparently relying instead on claims made by the vendors. Nor was the entire boundary publicly traversed and marked by the vendors and purchasers together.

2.20 From 1841 the Crown began a process of extinguishing other customary interests in the block. In June and December that year the Crown made payments to another iwi for a large area in the south-eastern portion of the block to settle their claims there. No payment is recorded as being made to Te Kawerau ā Maki.

2.21 As a result of the Mahurangi and Omaha transaction, Te Kawerau ā Maki lost land, kāinga and wāhi tapu on the north-eastern shores of the Waitematā Harbour and along on the eastern coastline between Te Oneroa ō Kahu (Long Bay) and the Whāngateau Harbour. Of particular significance to Te Kawerau ā Maki was the loss of Tiritiri Matangi Island, along with the other offshore islands off the eastern coastline, where their interests overlapped with the interests of other iwi.

2.22 In the early 1850s the Crown realised there were people still residing on the Mahurangi and Omaha block. The Crown set out to extinguish these remaining interests and, in 1853, the Te Kawerau ā Maki chief Apiata Te Aitu was included as one of the signatories to a deed of sale. In 1854 a Crown official concluded that the Kawerau groups were among the "roots of the soil" who had been omitted from the original transaction. He also conceded that, in respect of rights of part of Mahurangi, the 1841 sale had only extinguished the rights of the vendors.

2.23 By the mid 1850s settlers had taken up land across all of the North Shore and Whāngaparāoa area. No reserves were created in that area for Kawerau-affiliated iwi. After significant Māori representation to the Governor in the 1850s the Crown recognised

the need to provide reserves for Māori on the Mahurangi coastline north of Whāngaparāoa and set aside land for this purposes. The Native Land Court later investigated the customary title to these lands and Kawerau-affiliated rights were recognised within reserves at Mahurangi in 1866, and at Mangatāwhiri and Tāwharanui in 1873.

PRE-EMPTION WAIVER CLAIMS

2.24 In 1844 the Crown waived its right to be a monopoly purchaser of Māori customary land and allowed private individuals to negotiate directly with Māori. These 'pre-emption waiver purchases' were subject to various conditions, such as the exclusion of pā and urupā from the lands alienated. All applications for sales had to be assessed by the Crown before a 'waiver certificate' was issued which would allow the transaction to be finalised. The pre-emption waiver purchases ceased late in 1845 after Governor Grey's arrival, and those which had taken place were investigated. In many cases the Crown declined to award the full amount of the land claimed by European buyers, and the balance was taken by the Crown as 'surplus land'. Several pre-emption waiver purchases that affected Te Kawerau ā Maki were made in West Auckland, the upper Waitematā Harbour and North Shore-Mahurangi areas. Typically these areas were later re-purchased by the Crown and particularly if the Crown had retained a 'surplus'.

2.25 The transaction with the greatest impact on Te Kawerau ā Maki at this time covered the Henderson and Massey areas. It was initiated in 1844, immediately prior to the Crown's waiver of pre-emption, by two Auckland-based timber millers and traders and was surveyed at 17,784 acres. Te Kawerau ā Maki were not party to the transaction or the subsequent investigation by the Land Claims Commission. The Crown nevertheless granted approximately 5,000 acres to the purchasers and acquired the remainder as 'surplus land'. No reserves were created for Māori and no pā or urupā were set aside from the sale. This early private transaction alienated many places of social, economic, cultural and spiritual significance to Te Kawerau ā Maki.

2.26 In 1845 private individuals entered four pre-emption waiver transactions with another iwi for approximately 8,600 acres of timber-rich land extending between the Whau portage and Tītīrangi. The land involved lay on the south-eastern edge of the Te Kawerau ā Maki heartland of Hikurangi (the Waitākere Ranges). It contained numerous places of ancestral significance to Te Kawerau ā Maki, including Te Tōangawaka (the Whau Portage, between present day New Lynn and Green Bay), Te Kotuitanga (an important canoe building site), Waitahurangi (a stream associated with the Tūrehu), Motu Karaka (an old kāinga), and Tītīrangi, the sacred hill named by the famous Tainui ancestor Rakataura, from whom Te Kawerau ā Maki descend. After investigation of these claims by the Land Claims Commission the Crown retained a surplus totalling 6,198 acres.

2.27 Other 1845 pre-emption waiver transactions concerned land of significance to Te Kawerau ā Maki on the southern edge of the Waitākere Ranges. In early 1845 the Crown issued a pre-emption waiver certificate to a settler for the purchase of 50 acres at Big Muddy Creek (Paruroa). Te Kawerau ā Maki did not sign this deed, which included the Te Kawerau ā Maki kāinga Nihotupu and Ngāmoko. The claim was subsequently cancelled by the Land Claims Commission in 1848 and, at the same time, was acquired through the Crown purchase of the Nihotupu block.

2.28 In February 1845 Te Kawerau ā Maki rangatira Te Watarauhi Tawhia and two related rangatira, entered into a transaction with Auckland timber merchant through the pre-emption waiver scheme for 700 acres at Huia Bay (Te Rau ō Te Huia) on the south-western edge of the Waitākere Ranges. The transaction involved mature kauri forest on the western side of Huia Bay, with sites of particular historical and spiritual significance being reserved for Māori. In 1856 the Land Claims Commission deemed the claim to have been included in a subsequent Crown purchase. Only a small portion of the area was retained as a reserve and it was soon alienated.

2.29 Further pre-emption waiver transactions took place over approximately 30,000 acres of timber-rich land surrounding the upper Waitematā Harbour across to Rangitōpuni (Riverhead) and Kumeū. Te Kawerau ā Maki held significant customary interests in that area, overlapped with the interests of another iwi. After investigation by the Land Claims Commission approximately 6000 acres was granted to settlers. The balance of around 24,000 acres was retained by the Crown as surplus.

CROWN PURCHASES, 1848-1865

2.30 From 1848 the Crown commenced a systematic programme of land purchasing to the west and immediate north of Auckland. Purchasing took place in three phases – first in 1848, then from 1851 to 1856 in the West Auckland and Waitākere region, and thirdly in southern Kaipara from 1854. A number of the purchases overlapped with pre-Treaty land transactions, earlier Crown purchases, and purchases conducted under the pre-emption waiver regime. In purchasing the land twice, or in some cases three times, the Crown sought to resolve confusion around earlier transactions. In the 1848 purchases the Crown was particularly concerned to ensure Māori title was extinguished over 'surplus land' that had been retained by the Crown. The 1848 purchases also secured for the Crown extensive stands of kauri timber. Te Kawerau ā Maki held customary interests in these lands.

2.31 In March 1848 the Crown entered a deed of purchase for the Hanakora (Ana Kororā) and Kairiparaua Blocks in what is now the Greenhithe area beside the upper Waitematā Harbour. This land had originally been included in the 1841 Mahurangi and Ōmaha purchase. Te Kawerau ā Maki held an ancestral interest in this land along with other Te Kawerau groups and another iwi, but did not sign the purchase deed for the transaction. As a result of these transactions Te Kawerau ā Maki lost ownership of lands on the North Shore in which they had an interest. No reserves were created for Māori in this area.

2.32 The Crown also moved to acquire lands extending west from the Whau Portage along the timber–rich northern shores of the Manukau Harbour to Tītīrangi, Waikūmete (Little Muddy Creek) and Nihotupu (Parau). These purchases included the Whau Portage, Nihotupu, Pukeatua (Waikomiti Bay) and Tītīrangi. Although sketch plans accompanied the deeds, none of these blocks were surveyed or properly defined and they were later absorbed into the Crown's Hikurangi purchases of 1853-1856, discussed below.

2.33 There is no evidence the Crown obtained Te Kawerau ā Maki agreement in any of the 1848 negotiations for purchases of land in West Auckland and the Upper Waitematā Harbour area. No reserves were retained in association with these transactions. The land alienated included kāinga then occupied by Te Kawerau a Maki at Nihotupu (Big

Muddy Creek) and Waikūmete (Little Muddy Creek), significant historic places such as Te Kotuitanga at the Whau Portage, and wāhi tapu at Pukeatua, Muri ō Hikurangi and Tītīrangi. Also included at Pukeatua were the important canoe building areas Te To ō Parahiku and Maramara-tōtara that remained in use until the 1860s.

2.34 Between 1851 and 1856 the Crown purchased extensive areas in the west and north-west of Auckland from the Whau Portage to the Kaipara portage between Rangitōpuni (Riverhead) and Kumeū. These purchases reflected the Crown policy of acquiring land for settlement in the vicinity of Auckland, and of gaining control of the timber resources in the area. The land blocks acquired included: Matakaraka, Pukeharakeke, Waikoukou, Te Rarawaru, Berry's Claim, Papakoura, Waipārera, Te Kauri, Kaiakeake, Kumeū and Mangatoetoe. Again some purchases overlapped with early private land transactions and pre-emption waiver purchases. Te Kawerau ā Maki held customary interests throughout this area. The only purchase the Crown obtained their agreement for was the 4,500 acres Mangatoetoe block in 1853.

2.35 Following these purchases, the Crown turned its attention to the acquisition of the heavily forested land of the Waitākere Ranges. In less than a year the Crown acquired around 100,000 acres in the centre of the Te Kawerau ā Maki rohe. These purchases included the Hikurangi (1853-1854), Taitomo (1854), Paeōterangi (1854) and Puatainga (Pu-o-Tahinga, 1854) blocks.

2.36 Crown officials negotiated the purchase of the heavily forested Hikurangi block on 10 November 1853 for £1100. The block was estimated to include 12,000 acres but was not surveyed at the time. It was later found to include 54,141 acres. The deed was not signed by any leading Te Kawerau ā Maki rangatira.

2.37 In 1856 the Crown realised Te Kawerau ā Maki had interests in the area covered by the Hikurangi deed. By then most of the block had been surveyed into allotments and European settlement and timber extraction was well underway. Te Kawerau ā Maki thus had little choice but to enter their own arrangement with the Crown and, on 27 December 1856, the Crown transacted a second Hikurangi deed with them. Te Kawerau ā Maki received £50 as a 'final payment' for Hikurangi, as well as for the neighbouring Paeōterangi and Puatainga blocks.

2.38 As a result of the 1853 and 1856 Hikurangi purchases a significant proportion of the Te Kawerau ā Maki rohe, including many kāinga, wāhi tapu and numerous places of major historical and cultural significance, were lost to the iwi. Te Kawerau ā Maki also lost ready access to the treasured resources of the Manukau and Waitematā Harbours. No reserves were set aside for Māori within the Hikurangi block.

2.39 In March 1854 Crown officials purchased the Paeōterangi Block in the northern Waitākere Ranges from Te Kawerau ā Maki. It was not surveyed but estimated to include 25,000 acres. Two reserves were created – the Piha Native Reserve of 1,860 acres and the Waitākere Native Reserve of 2,918 acres. No restriction was placed on the future alienation of the reserves.

2.40 On survey of the Hikurangi and Paeōterangi blocks it was found that a triangular piece of precipitous land between Piha and Karekare, called Taitomo, had not been acquired by the Crown. A lack of clarity over the boundaries of the Hikurangi and Paeōterangi blocks

led to a "disputed claim". In 1854 Taitomo was purchased by Land Commissioner Donald McLean from Te Kawerau ā Maki rangatira.

2.41 The purchase of the Puatainga block in the lower Waitākere River valley, estimated at 25,000 acres, was also undertaken by Crown officials in 1854. The block was ill-defined and not surveyed during negotiations for sale. This meant part of the Waitākere Native Reserve, where Te Kawerau ā Maki resided, was included in the portion transacted. Confusion over boundaries contributed to an armed standoff between the iwi that initiated the transaction and another iwi that had interests in the land. Te Kawerau ā Maki found themselves in the middle of this conflict. A compromise was reached when Governor George Grey proposed the land be placed under the protection of a rangatira who was related to all parties involved.

2.42 After survey some of the Puatainga block was found to be located within both the Paeōterangi Crown purchase and the Waitākere Native Reserve. The north-western edge of the Puatainga block was deemed to be Crown land until the 1920s. These poorly defined boundaries caused ongoing confusion and animosity between all iwi involved.

2.43 Between 1854 and 1865 the Crown made a number of purchases covering an extensive tract of land located to the south-east and east of the Kaipara Harbour extending between Riverhead in the south to Hōteo River in the north. Te Kawerau ā Maki held customary interests in parts of this land, overlapped with the interests of other iwi. As far as can be ascertained, Te Kawerau ā Maki were only involved in one of these transactions.

2.44 The prices paid by the Crown for land in New Zealand at this time varied but were generally low. It is estimated Te Kawerau ā Maki received £950 for the alienation of their interests in land in their heartland of West Auckland covering in excess of 100,000 acres. This equated to just over two shillings per acre. The Crown justified the low price on the basis that Māori were expected to benefit from the associated infrastructure and economic development that would follow from land sales and subsequent European settlement. This assumption relied on those developments occurring while Māori retained enough land to benefit from them.

2.45 The Hikurangi, Paeōterangi and Puatainga deeds included a provision that ten per cent of the proceeds of the sale of the blocks would be expended for the benefit of Māori and particularly the vendors. The intention of these provisions was to provide a mix of benefits, such as those stated in the Paeōterangi purchased deed:

> *for the Founding of Schools in which people of our race may be taught, the Construction of Hospitals in which persons of our race may be tended for the payment of Medical Attendance for us for the Construction of Mills for us for Annuities for our Chiefs or for other purposes of a like nature of which the Natives of this Country are interested ...*

2.46 No mechanism was set for the expenditure or distribution of this money and no mills were constructed. In 1874 a Crown official distributed the accumulated funds from these sales, partly to institutions and partly to individual vendors and their heirs. Te Kawerau ā Maki were not consulted about this. After 1874 the Crown failed to keep adequate

records and Te Kawerau ā Maki vendors received no further identifiable benefit from the ten per cent provisions of the deeds.

2.47 Te Kawerau ā Maki later sought payment of monies owing and petitioned the Crown. In 1927 the Sim Commission investigated the issue and decided that the ten per cent clauses in the Auckland deeds were intended to benefit Māori in general rather than the particular owners of blocks such as Hikurangi, Paeōterangi and Taitomo. The Commission also found the Crown had satisfied the historical obligations created by the ten per cent clauses through its general expenditure on social and educational services. Te Kawerau ā Maki, though, did not have ready access to schooling or health services until the early decades of the twentieth century. The lack of direct benefit from the ten percent clauses of these deeds has remained a grievance for Te Kawerau ā Maki.

2.48 By 1856 the alienation of most of their traditional land meant Te Kawerau ā Maki could no longer enjoy their traditional way of life without restriction. Te Kawerau ā Maki resided mainly on the isolated and inaccessible Waitākere and Piha reserves on the Waitākere coastline. These reserves contained very little land suitable for either pastoral farming or cropping and meant Te Kawerau ā Maki could not easily engage with the Auckland district economy. The loss of their land base was a significant factor in the progressive disintegration of the Te Kawerau ā Maki tribal identity.

2.49 Following the British invasion of the Waikato in 1863, Te Kawerau ā Maki remained mainly in the Waitākere region. In response to the war they expressed loyalty to the Crown and reassured local settlers of their safety. However, Te Kawerau ā Maki considered that during this period they "lived in a furnace" and, although remaining at peace with the Crown, they were not "of one thought." Te Kawerau ā Maki retained ties to their Waikato relatives and close affiliations to the Kīngitanga. A number of Te Kawerau ā Maki became adherents to the Pai Mārire faith. This, combined with their geographical isolation and increasing disillusionment with the Crown, contributed to the marginalisation of Te Kawerau ā Maki from the settler community.

THE OPERATION OF THE NATIVE LAND COURT AND LAND ALIENATION IN THE NINETEENTH CENTURY

2.50 Growing opposition from Māori to sell their lands to the Crown under the pre-emption system, and the desire to allow settlers to deal directly with Māori, led the Crown to introduce the Native Land Acts of 1862 and 1865. These Acts established the **N**ative Land Court. The Court was to determine the ownership of Māori land "according to native custom", and issue the owners identified with title derived from the Crown. The Crown also waived pre-emption in 1862, allowing Māori who had obtained title through the Court to sell their land directly to Europeans.

2.51 Customary tenure had been able to accommodate multiple and overlapping interests to the same land or resource and was often collective rather than individual. These types of arrangements could not be accommodated within the scope of the new native land laws. The outcome of a title investigation was intended to be a clearly defined area of land, with an individual owner or set of individual owners. The Crown expected that the native land laws would encourage Māori to abandon their traditional complex and collective form of land tenure in favour of individualised and simplified title through the **N**ative Land Court. The Crown saw this as key to effective Māori participation in the colonial

economy. The Crown also sought to detribalise Māori and in so doing promote their gradual assimilation into European culture.

2.52 Māori were not represented in Parliament when the 1862 and 1865 Native Land Acts were enacted. Franchise qualifications based on Crown titles denied most Māori men the right to vote until the establishment of four Māori seats in the House of Representatives in 1867. The Crown did not consult Te Kawerau ā Maki about the native land laws before their enactment. Nor were Te Kawerau ā Maki informed of the full impact of the legislation.

2.53 In establishing the Court, the native land laws created an adversarial forum for the investigation of customary rights, which had the potential to create divisions among closely related rangatira, hapū and iwi. Te Kawerau ā Maki rangatira were often at odds with the Court. Te Kawerau ā Maki today believe their customary interests were never sufficiently recognised or provided for by the Court.

2.54 From 1866 the Native Land Court investigated title to Te Kawerau ā Maki reserve land on the Waitākere coastline. Hearings were held at Auckland and Te Awaroa (Helensville). The significant impact of the native land laws on Te Kawerau ā Maki is demonstrated by the partition and alienation of large portions of this land by the twentieth century.

2.55 The first Te Kawerau ā Maki block investigated by the Native Land Court was the small Puketōtara block, a portion of the original Waitākere reserve of 2918 acres, which had been set aside from the Paeōterangi purchase of 1854. Te Kawerau ā Maki rangatira Te Watarauhi applied for title in November 1866. The Court found in his favour and Te Watarauhi and four others named by him were included in the Crown grant.

2.56 The rest of the Waitākere Reserve came before the Native Land Court in 1871. Te Watarauhi appeared and named the block's owners. The Court found that the land belonged to those named, but Te Watarauhi requested that no certificate of title be issued at that stage, because the claimants intended to subdivide the land into three pieces and get separate grants. The intended subdivision and grants were never arranged.

2.57 The Court eventually granted certificate of title to the Waitākere reserve in 1885 in response to application for title from another applicant for a block named Puketōtara No. 2. On finding that this block was the same as the Waitākere reserve it had investigated in 1871, the Court sought evidence from Eruena Paerimu, one of those named by Te Watarauhi in the 1871 hearing. Paerimu admitted the rights of the applicant and those named by him in addition to those named in 1871. The Court then issued a grant in favour of fifteen individual owners. This list did not include Te Watarauhi. Title was issued under the 1873 Act which allowed each named owner to sell his or her interest without reference to the other owners. No legal mechanism was made generally available for Māori owners to act as a corporate body until 1894.

2.58 No restriction on alienation was placed on the title issued for Waitākere (Puketōtara No. 2). Subdivision and alienation of the reserve began almost immediately. In 1886 a non-resident owner made an application for subdivision in order to sell a portion of the land. Te Watarauhi objected to the application and opposed the subdivision of the reserve. He

was told by the Court that "he had no standing as his name did not appear in the Grant." As a result Te Watarauhi could only appear as a supporting witness to Eruena Paerimu's counter-claim opposing subdivision. The Court found in favour of the applicant, subdivided the block, and awarded the claimant Waitākere No.2 (476 acres at the north western end of the block). The remainder of the reserve, Waitākere No.1 (2138 acres), was awarded to the other existing grantees. Waitākere No. 2 was sold to a European soon after the subdivision hearing. This began the process of fragmentation and alienation of the largest remaining Te Kawerau ā Maki reserve.

2.59 Waitākere No. 2 contained cultivations and urupā that Te Kawerau ā Maki wished to retain. In 1887 an arrangement was made between Māori and a European owner through which Waitākere No. 1 was subdivided into Waitākere No 1A and Waitākere No 1B. Waitākere 1A was alienated to the European in exchange for Waitākere No 2. Te Kawerau ā Maki retained Waitākere 1B. By the early 1900s Waitākere 1B had been further subdivided into eleven smaller blocks with owners being awarded individual shares in the remaining land. Much of this land was then alienated. By 1914 the small Waitākere No. 1B2C2 block (297 acres) was the only accessible portion remaining in Māori hands. It included the old kāinga and pā, Parawai, but also encompassed nearly 100 acres of wetland.

2.60 The Piha reserve, comprising the South Piha and Wekatahi Blocks had been set aside from the Paeōterangi Crown purchase of 1854. Te Watarauhi applied for title to the South Piha Reserve in 1876. This application was made following the approach from an Auckland businessman interested in kauri timber on the land. The Court granted a certificate of title to Te Watarauhi and four others of Te Kawerau ā Maki.

2.61 The adjoining Wekatahi Reserve (904 acres) in north Piha was investigated by the Court in 1880. Te Watarauhi claimed the land through descent from Te Au o Te Whenua, as he had done for the Waitākere block. A memorial for Wekatahi was issued to the same grantees as the Piha Reserve. Piha was leased from 1876, as was Wekatahi following its title hearing. Both reserves were sold to the lessee in 1886. The alienation of their reserve land was not an outcome Te Kawerau a Maki anticipated when the reserves were established.

2.62 Te Kawerau ā Maki rangatira were often at odds with the Native Land Court. Court hearings, such as for Hauturu, Ruarangihaere and Taupaki, could be adversarial and resulted in conflict between Te Kawerau ā Maki and other closely related rangatira, hapū and iwi. Te Kawerau ā Maki dissatisfaction with the Court, the individualisation of title to Māori land, and the alienation of their reserve land is well illustrated by the statements made by the Te Kawerau ā Maki spokesman Eruena Paerimu at Ōrākei during the 1879 'Māori Parliament'. While reflecting on the benefits of the Treaty, such as peace and protection, Paerimu was also conscious of disadvantages:

> *The Queen stipulated in that Treaty (the Treaty of Waitangi) that we should retain the mana of our lands, the mana of our forest, fisheries, pipi-grounds, and other things should be retained by the Maoris; but now those words have been overlooked ... Another disadvantage is the Native Land Court and the Crown grants. By those Crown grants we are deprived of our mana. I say those evils arose from the Treaty of Waitangi. First came the Treaty, then the Native Land Courts...*

I think that the Maoris only should have authority over the lands that have been reserved for the tribes. The mana of the land has been taken by the Crown grants. I thought that the Crown grants would bind the land, but I see that the Maoris are selling the lands under those grants; and therefore I think that the Crown grants are of no use. They do not prevent the sale of land. I agree that the sale of land should cease …

2.63 Te Kawerau ā Maki were also included in title to some blocks with grantees from other iwi. Te Watarauhi was one of four grantees following the January 1867 title investigation of the Taupaki block. Some Te Kawerau ā Maki names appeared in the grant for the Kōpironui block, heard in February 1871. For the **R**uarangihaere block, Te Watarauhi appeared as one of the counter-claimants, but was not included on the title.

2.64 In addition, Te Kawerau ā Maki rangatira took part in several Native Land **C**ourt title investigations by claiming through whakapapa to other Te Kawerau-affiliated hapū. In 1874 Te Watarauhi claimed through the ancestor Maeaeariki for rights in the Mangatāwhiri block. In the original hearing to Te Hauturu o Toi (Little Barrier Island), Te Watarauhi was listed as a Te Kawerau-affiliated owner. He subsequently appeared in the 1881 re-hearing claiming through Maki. Ultimately the court did not recognise Te Kawerau interests in the island.

2.65 In order to participate in Native Land Court investigations, Te Kawerau ā Maki rangatira incurred significant financial costs. They had to travel some distance from their dwellings at Te Henga, Piha, Muriwai and Kōpironui to Court hearings in Auckland and at Helensville. In addition they had to fund accommodation, and bore the costs of surveys, court fees and in some cases legal fees.

2.66 The nineteenth century land legislation led to the remaining Te Kawerau ā Maki land becoming increasingly fragmented in uneconomic blocks. This contributed to the progressive alienation of individual interests, particularly those held by non-resident owners. This process continued throughout the twentieth century.

TE KAWERAU Ā MAKI LAND AND RESOURCES IN THE TWENTIETH CENTURY

2.67 At the beginning of the twentieth century Te Kawerau ā Maki retained title to about 1,500 acres comprising parts of Waitākere and the Puketōtara block. They also held shared interests with another iwi in the Kōpironui block, the exposed Tirikōhua coastal block between Te Henga and Muriwai, and in parts of the then un-investigated dune-lands of the Puketapu block adjoining Muriwai beach. These remaining lands were of poor agricultural quality and included a significant portion of dune-land and wetland.

2.68 From 1905 the Crown instituted a new system of Māori land management through Māori Land Boards. The system had been introduced with the intention of rationalising land management stemming from the multiple ownership of Māori land. From that time transactions relating to Te Kawerau ā Maki lands at Waitākere, Tirikōhua, Puketapu (Woodhill Forest) and Kōpironui were supervised by the Tokerau Māori Land Board.

2.69 The Board vetted transactions Māori owners entered into with private parties, such as leases or sales. It also received and distributed monies raised through the lease or sale of land, as well as compensation received for land required for public works. For many

years Te Kawerau ā Maki owners had to go through the complicated process of applying to the Board and its successors for payments of what were their own funds. This denied Te Kawerau ā Maki the rights of full ownership. The Board was also meant to prevent owners from becoming 'landless', although the checks it performed were often perfunctory.

2.70 In 1907 the Crown established the Stout-Ngata Native Lands Commission to investigate what Māori land could be opened to European settlement and what areas should be retained for Māori use. In 1908 the Commission investigated the Puketapu and Kōpironui B2 blocks where Te Kawerau ā Maki shared title with another iwi. The Commission recommended the Kōpironui blocks remain in Māori ownership. It did not, however, investigate the remaining Te Kawerau ā Maki reserve land at Waitākere.

2.71 In 1910 the Te Kawerau ā Maki community of Waitākere was living a marginal subsistence lifestyle, still largely isolated from the mainstream settler economy and society. At this time the Auckland City Council constructed the Waitākere Dam. The dam disrupted the flow of the Waitākere River, with the result that the main Te Kawerau ā Maki kāinga and cultivations at Waitī became subject to regular flooding.

2.72 Between 1920 and 1951 the Crown acquired interests that Te Kawerau ā Maki had retained in Kōpironui and Puketapu by compulsory purchases and Public Works Act takings for sand-dune reclamation along South Head. The reclamation scheme eventually resulted in the creation of the Woodhill Forest. Te Kawerau ā Maki owners of Kōpironui made it clear to the Crown that they did not wish to part with their interests in the block. They petitioned Parliament in 1934 and wrote directly to the Prime Minister in 1945. Despite these protests the Crown took most of the remaining Kōpironui land. Only after repeated representations concerning the retention of the Kōpironui B2D2 block, did the Crown allow Te Kawerau ā Maki to retain ownership of a five acre 'residue', which included two urupā but not the papakāinga.

2.73 The interests Te Kawerau ā Maki shared with another iwi in Puketapu were also alienated, with limited access to significant urupā within Woodhill Forest allowed. Te Kawerau ā Maki also lost legal access to the kaimoana resources of One Rangatira (Muriwai Beach). The Crown offered compensation to the owners of the lands taken, including some Te Kawerau ā Maki. This money was held and later distributed by the Tokerau Māori Land Board.

2.74 Between 1939 and 1953 the Māori Land Court investigated several islands and islets on the Waitākere coastline. These included Te Piha (Lion Rock), Taitomo (Goat Island) at Piha, Ihumoana at Te Henga (Bethells Beach), and Kauwahaia at Awa Kauwahaia (O'Neills Bay). Certificates of title to all of the islands were issued to Te Kawerau ā Maki exclusively. All islands except Taitomo Island, an inaccessible rocky island at south Piha, were sold to European applicants immediately after the hearings, as the sale money was desperately needed by Te Kawerau ā Maki owners. Taitomo Island is the only area of land remaining in Te Kawerau ā Maki ownership in the Waitākere district today.

2.75 In the 1950s and 1960s Te Kawerau ā Maki were encouraged by the Department of Māori Affairs to sell their remaining multiply-owned land interests at Waitākere to fund the construction of homes within Auckland suburbs. At this stage Te Kawerau ā Maki were no longer permanently resident in the Waitākere area and were experiencing

difficult economic circumstances. The movement of rural Māori to urban areas and their 'integration' into mainstream society was actively encouraged by Crown policies in this period as expressed in the Hunn Report of 1960. At 1962 the residue Te Kawerau a Maki lands at Waitākere and Puketōtara were held by 28 non-resident shareholders with 300 uneconomic shares distributed between them. The land was sold to a private European purchaser in May 1965.

2.76 Te Kawerau ā Maki's residual land in the south Kaipara, Part Kōpironui B2D2, was only accessible through the headquarters and nursery of Woodhill Forest. In the 1980s the Crown restructured the New Zealand Forest Service, including operations at Woodhill, without consulting Te Kawerau ā Maki. Cutting rights to Woodhill Forest were sold to a private party. Te Kawerau ā Maki faced ongoing difficulties accessing the 5 acre residue of the Kōpironui block.

2.77 Te Kawerau ā Maki also faced confusion throughout the twentieth century over the status of an area of land they considered they retained ownership of, known as Parihoa. This small coastal area was highly valued by generations of Te Kawerau ā Maki because it provided access to a source of tītī (mutton-birds) and a range of rocky shore kaimoana species. Parihoa appears to have been included in the Crown's purchase of Te Puatainga block in 1854. Later, however, it was identified on survey plans as a 'native reserve' but title does not appear to have been granted. Nor did Te Kawerau ā Maki seek to have title determined by the Native Land Court in the nineteenth century. From the 1920s it appears that Parihoa was treated by the Crown as a foreshore reserve, and was later assumed to be part of the Muriwai Marginal Strip. Throughout this time Te Kawerau ā Maki accessed Parihoa to gather kaimoana.

SOCIO-ECONOMIC CONSEQUENCES OF LANDLESSNESS AND ISOLATION 1850s-1960s

2.78 At around 1840 Te Kawerau ā Maki held customary interests focused on the heavily forested Waitākere Ranges. Te Kawerau ā Maki also held customary interests in areas shared with other groups, including through parts of the upper Waitematā Harbour, southern Kaipara, the North Shore and Mahurangi. Today Te Kawerau ā Maki are effectively landless, holding title only to the inaccessible Taitomo Island at Piha, and a five acre 'residue' at Kōpironui, Woodhill. Some Te Kawerau ā Maki families live at Ihumātao, Māngere, but the majority are scattered throughout the Auckland region and beyond. Te Kawerau ā Maki currently have no marae of their own, or exclusive control of an urupā in which to bury their dead.

2.79 From the 1850s Te Kawerau ā Maki became economically and socially dislocated from the settler society that developed around Auckland. Settlers were slow to take up the heavily forested land in the district and few roads were built there during the nineteenth century. Those settlers who resided in the Te Kawerau ā Maki rohe did not bring the benefits Te Kawerau ā Maki expected.

2.80 In the 1880s, as the alienation of their land continued, a number of Te Kawerau ā Maki families moved to Parihaka, in Taranaki, to be with the prophet and leader Te Whiti o Rongomai. Some of these families never returned.

2.81 Those Te Kawerau ā Maki that remained on their ancestral lands lived at Waitākere, Muriwai and Kōpironui. They were reliant on subsistence agriculture and entered the cash economy through gum-digging or through work in local timber and flax milling enterprises. At the end of the nineteenth century they were living in poorer conditions than settlers in the surrounding European communities.

2.82 In the first decades of the twentieth century Te Kawerau ā Maki began to disperse and settle elsewhere. In order to find work and to access schooling for their children, most of the tribe left their remaining lands, and resettled at Ōrākei, Ihumātao and Pūkaki on the shores of the Manukau Harbour. By the time schools were established at Waitākere in 1921 and at Te Henga in 1933, the Te Kawerau ā Maki community was no longer permanently resident there. Te Kawerau ā Maki people also, at times, moved to live near former ancestral kāinga, albeit on what was now privately owned European land, including at Marae ō Hine, Pāremoremo, and Awataha (Northcote).

2.83 Te Kawerau ā Maki, like Māori communities elsewhere, suffered severely from introduced epidemic diseases in the nineteenth and early twentieth centuries. They had little access to medical care and suffered from poor health.

2.84 From the 1930s to the 1950s, Te Kawerau ā Maki ensured that some members of the tribe remained occupying their old Waitākere kāinga at Waiti and Parawai (Te Henga). However, these remaining landholdings were uneconomic and were comprised of small blocks with multiple owners. Those of Te Kawerau ā Maki who wished to remain were unable to secure loans to build houses, including on the Puketōtara block which had no formed road access. By the 1960s all Te Kawerau ā Maki lived away from their ancestral land, with many having become state house tenants in south and east Auckland.

2.85 Te Kawerau ā Maki today consider that the acts and omissions of the Crown, as outlined in this account, have led to their impoverishment, comparative poor health, lack of higher educational opportunities and achievements, and cultural dislocation. The on-going process of land loss and urbanisation has also eroded traditional tribal structures of Te Kawerau ā Maki and led to loss of tribal identity for many. While this process has left Te Kawerau ā Maki traumatised, they see the settlement of their historical Treaty grievances with the Crown as an important step in forging a new and sustainable future for the iwi.

WHAKAAETANGA Ā-KŌRERO TUKU IHO O TE KAWERAU Ā MAKI

KŌRERO WHAKATAKI

2.1 Ka whakaaturia e tēnei korero ngā āhuatanga o te tāmitanga i pā ki a Te Kawerau ā Maki tae atu ki ō rātou whakapānga ki te Karauana mai i te tau 1840. Ka tūtohua hoki ngā mahi me ngā hapa kua mau kino mai ki a Te Kawerau ā Maki mai anō i ngā whakatupuranga maha tonu ā, ka noho hei tūāpapa mō ā rātou kerēme tuku iho. Māna e whakaahua mai te horopaki o ngā takahitanga ā-Tiriti ki a Te Kawerau ā Maki, te tuku whakapāhatanga a te Karauna ki a Te Kawerau ā Maki tae noa mai ki te whakautu e whakaratoa ana i roto i te whakataunga o ngā kerēme ā-Tiriti tuku iho a Te Kawerau ā Maki.

TE KAWERAU Ā MAKI

2.2 Kei te takiwā o waenganui i Tāmaki Makaurau me te rohe o Taranaki-Kāwhia ki te raki ngā pūtaketanga ā-iwi o Te Kawerau ā Maki. Ko Te Kawerau ā Maki ngā uri a te toa rangatira, tangata rongonui a Maki rāua ko tana wahine a Rotu. I ngā tau tōmuri o te rautau tekau mā whitu, ko rātou ko tō rāua whānau me te tokomaha atu o ngā kaitautoko i hūnuku mai i Kāwhia kia tae atu ki te rohe e mōhiotia ana i nāianei, ko te rohe o Tāmaki Makaurau. Ka tapaina tuatahitia a Tāmaki e rātou me te nohonoho haere ā, nō muri mai ka nohioa e rātou ngā takiwā o Kaipara ki te tonga, o Waitākere, o Whenua roa ō Kahu (North Shore) me Mahurangi.

2.3 Nō te taetanga atu o Maki me ōna iwi ki Tāmaki Makaurau, he hokinga noa ki te kāinga tawhito i takahia ai, i tapaina ai, i nohoia ai hoki e ō rātou tūpuna. Ka heke mai a Maki i ngā tūpuna rongonui o Tainui i whai pānga atu ki Tāmaki Makaurau pērā i a Hoturoa rātou ko Rakataura, ko Poutukeka. Nā reira rātou i whai pānga anō ki te hapū o Tainui e mōhio huia katoatia ai, ko Ngāoho, i nohoia ai te rohe o Tāmaki. Ka tino whaiwāhi atu a Maki ki te whakatōpūtanga ā-iwi, e kīia ana, ko Ngāiwi, i nohoia ai te rohe kei tua o Tāmaki Makaurau me te rohe ki te tonga whaka-te-uru, ki waenganui i Te Pane o Matāoho (Māngere Mountain) me Te Manurewa ō Tamapāhore (Matukutūruru).

2.4 I a rātou e noho ana ki Manurewa me Rarotonga/ Mount Smart, ka rite te torotoro atu o ngā rangatira maha kia tono tautoko mai i ngā tohenga ā-rohe. Nā tētahi rangatira nō Kaipara ki te tonga i tono i a Maki rātou ko ōna iwi ki tana rohe. Ka whakaae a Maki ā, ka noho atu mō te wā poto ki Maramatawhana, ki te te wāhi e mōhiotia ana i nāianei, ko Reweti. I reira ka taunutia a Maki mō "Te Kawe rau ā Maki". Te mutunga atu, ka patungia e Maki me ōna iwi ētahi hapū i te pakanga ā, nā wai rā ka mau i a rātou tētahi wāhanga nui o Kaipara ki te tonga. Ka noho tuatahi a Maki ki Mimihānui, e tata ana ki Parakai, ki reira whānau mai ai tā rāua ko Rotu tamaiti. Ka tupu te tamaiti nei, a Tawhiakiterangi, ka tapaina hoki ia ki te ingoa, ko Te Kawerau ā Maki, hei tupuna taketake nō Te Kawerau ā Maki.

2.5 Ā, ka heke te wā, ka rere atu ngā tamariki a Maki me ōna iwi ki roto o Kaipara ki te tonga, ki Te Whenua roa ō Kahu (North Shore), ki Hikuranga (West Auckland), ki Whangaparāoa, ki Mahurangi, ki Matakanakana, ki Pākiri, ki Aotea (Great Barrier Island) tae atu ki Te Hauturu ō Toi/ Little Barrier Island. Huia katoatia, i nāianei, e mōhiotia ana,

ko te "whakatōpūtanga o Te Kawerau". Ko Te Korotangi, he pā e tata ana ki te waha o Waihē (Mahurangi River) te kāinga whakamutunga o Maki rāua ko Rotu.

2.6 Nō muri mai, ka moemoe haere ngā uri a Tawhiakiterangi i ngā uri a ngā tamariki ake a Maki. Nā ēnei whakapapapa ka pupuru tonutia e Te Kawerau ā Maki ngā pānga tuku iho ki ngā wāhi nui whakaharahara te mana, tae atu ki te roanga o tēnei rohe whānui. Hei uri whakaheke nā Tawhiakiterangi, arā nā Te Kawerau ā Maki, te tamaiti anake a Maki i whānau mai ki Kaipara, ka hanga tuakiri ake rātou ki te tonga-whaka-te-uru o Kaipara, tūturu hoki, ki te takiwā o Hikurangi (West Auckland). Ka nohoia anō hoki e Te Kawerau ā Maki ngā tahataha moana ki te raki me te raki whaka-te-rāwhiti o te Whanga o Manukau ā, me te mau tonu i a rātou ngā hononga tuku iho whakaharahara i Tāmaki Makaurau.

2.7 Nā te whakatōpūtanga o te tiakitanga ā-iwi i pupuru ai a Te Kawerau ā Maki ō rātou whenua, ō rātou rawa anō hoki me te mana whakahaere tuku iho o ō rātou rangatira ki runga i tō rātou rohe ā-iwi tae atu ki ngā moana e karapoti mai ana. I te mutunga o te rautau tekau mā whiti, nō Te Kawerau ā Maki te mana whakahaere mō ngā whenua e ahu atu ana mai i te rohe o Kaipara ki te tonga-whaka-te-uru, ki Tāmaki ki te Uru tae atu ki ngā tahatai moana ki runga ake o te Whanga o Waitematā. He iwi takihaere rātou ā, nā te kohikohi kai ā-wāhanga o te tau me te moemoe haere anō, ka whai pānga anō ki te rohe whānui i nohoia e te whakatōpūtanga o Te Kawerau. Ā, ka taka te wā, ka nuku mai ētahi atu rōpū ā-iwi ki tēnei rohe ā, ka takinoho. Ahakoa te tohetohe me te rarurau i waenganui i ngā rōpū, tū tonu ana ngā whakaritenga e tau ai te rongomau me ngā moemoetanga ki waenga rōpū kē.

2.8. Nā te taenga mai o Tauiwi i ngā tau tōmuri o te rautau tekau mā waru me ngā tau tōmua o te rautau tekau mā iwi, ka mauria mai ko te mate rewharewha, ngā mate urutā rānei, me te pēhi kino nei ki runga i a Te Kawerau ā Maki me te katoa o ngā iwi i noho rā ki te rohe. Nō te murunga mai o ngā ope tauā nō te raki, me ā rātou pū, atu i te tau 1812, ka rongohia aua pānga kaha e Te Kawerau ā Maki. Nō muri mai i ngā patutanga nui i te tau 1852 ka mate a Te Kawerau ā Maki me ētahi atu o ngā rōpū noho ki reira, ki te noho manene atu ki roto i te rohe o Waikato. Ā, ka noho atu a Te Kawerau ā Maki kia tae rawa mai ki te tau 1855, ka hoki atu ai rātou ki Waitākere ā, nō muri mai, ki te rohe o Kaipara ki te tonga i raro i te manaakitanga o Te Wherowhero, ariki o Tainui. Ko tēnei te pūtaketanga o te pānga ngātahitanga nō mai anō o Te Kawerau ā Maki ki te Kīngitanga.

2.9 Mai i te tau 1836, he nui tonu ngā tūtakitanga a Te Kawerau ā Maki me ngā mihingare Karaitiana ā, atu i tēnei wā ka tino whakaaweawetia a Te Kawerau ā Maki e ngā whakawhanaketanga ā-papori, ā-ōhanga, ā-hangarau anō hoki e putaputa mai ana nō muri mai i i taenga mai o Tauiwi. I te tau 1840, ahakoa te whakawhāititanga o tōna tokomaha, e pērā ana ki ētahi atu iwi o te rohe, ka nohoia tonutia e Te Kawerau ā Maki ō rātou ake whenua tūpuna. Ka mau tonu te mana kaitiakitanga ki ō rātou rawa o te taiao, ahakoa te panoni haeretanga o te āhua oranga o te nohopuku ā, ka pūmau ai te nohonoho ki te takutai moana o Watākere ki waenganui o Piha me Muriwai.

2.10 Kāore i mauria mai Te Tiriti o Waitanga ki roto o Kaipara ki te tonga, ki te rohe rānei o Waitākere, kia waitohungia. Tērā pea, ka tae ā-tinana atu a Te Kawerau ā Maki ki ngā hui i karangatia ai e ngā āpiha a te Karauna ki Māngere me Āwhitu i te marama o Māehe i te tau 1840 ā, nā konā i mārama ai rātou ki ngā āhuatanga o te Tiriti.

2.11 Nā te whakatūtanga o te tāone matua hou mō te 'koronī' ki Tāmaki Makaurau he mea riterite ngā tūtakitanga o ērā o Te Kawerau ā Maki e noho ana i Te Matarae ō Manaōterangi (Kauri Point) me Ōrākei ki ngā āpiha a te Karauna. Heoi anō, ka noho ki wāhi kē atu te nuinga o Te Kawerau ā Maki ā, kāore he pānga hāngai ki te Karauna i ngā tau 1840. He take whai putanga kē atu tēnei āhuatanga mō te iwi, tūturu tonu, ko ngā whakawhiriwhiringa kōrero a te Karauna e pā ana ki ngā hokonga whenua i ngā tau 1840 tae atu ki te uiuitanga a te Karauna i te kaupapa unu i tōna mana hoko mō ngā whakawhitinga whenua nō mua rawa i te Tiriti me ngā whakawhitinga whenua nō mua i te kaupapa unu i te mana hoko. Nā ngā hokonga whenua a te Karauna i ngā tau tōmua, o waenganui hoki o ngā tau 1850, ka mate a Te Kawerau ā Maki ki te whakapā tōtika atu ia ki te Karauna ā, kāore i whakaarohia ngā whakaputanga taumaha ka tau ki runga i te iwi.

WHAKAWHITINGA WHENUA TŌMUA

2.12 Nō mua noa atu i te tau 1840, kua uru a Tauiwi me te Māori ki ngā whakawhitinga e pā ana ki ngā papakāinga o Te Kawerau ā Maki i Tāmaki Makaurau ki te Uru, ki roto hoki i te rohe o Mahurangi, he pānga tuku iho i pupuru ngātahi ai a Te Kawerau ā Maki ki reira, nōna ake ā, nō te whaiwāhitanga anō hoki ki te whakatōpūtanga whānui o Kawerau. Kāore a Te Kawerau ā Maki i whaiwāhi atu ki ēnei whakawhitinga.

2.13 Ka whakarite te Karauna ki te tiro hōhonu atu ki ēnei whakawhitinga tūmataiti tōmua ('ngā kerēme whenua o mua') kia whakaritea ai ko ēhea o ngā whakawhitinga e whai mana ana ā, mā reira e āhei ai te kainoho ki te whakawhiwhia ki te whakaaetanga whenua a te Karauna. Ka whakaingoatia e te Karauna tōna Kōmihana Kerēme Whenua i te tau 1840 ā, nō te tau 1841 tīmata ai ngā uiuitanga i te rohe o Tāmaki Makaurau.

2.14 Ka uiuitia e te Kōmihana mehemea i oti te whakawhitinga whenua i mua i te pokapū o Hānuere o te tau 1840. Mehemea ka tautokona te whakawhitinga nā e te Māori, te tikanga, ka whaimanatia ngā kerēme. Kāore i uiuitia ngā mana tuku iho o ngā tāngata Māori i uru atu ki roto i aua whakawhitinga me tō rātou mōhio ki ngā āhuatanga o te whakawhitinga. Kāore hoki te Karauna i whakatū tikanga whakahaere ōkawa kia taea e te Māori te pīra whakataunga, mehemea e whakaponohia ana, kāore ō rātou pānga i whakaaengia. Ka whakapūmautia e te Kōmihana te hokonga, kātahi ka pupurutia anō hoki e te Karauna ngā whenua kāore i tukuna ki te hunga kainoho hei 'whenua toenga'.

2.15. I te hiahia kē ngā Tauiwi i whaiwāhi ai ki ngā whakawhitinga whenua i te rohe o Tāmaki Makuarau ki te Uru me Mahurangi, ki ngā rawa rākau whānui o ēnei rohe, e ngāwari ake ana te whakatata atu mā ngā whanga marumaru me ngā ngutuawa. I te marama o Hanuere i te tau 1836, e whakapaetia ana, nā tētahi kaihokohoko rākau i whakarite whakawhitinga mō tētahi wāhanga whenua āhua whānui tonu te rahi, mai i ētahi rangatira e toru nō iwi kē atu. Tae atu ana ngā rohe o te whenua ki tētahi wāhanga o Tāmaki Makaurau ki te Uru, ki Manukau ki te raki-whaka-te-uru, ki te nuinga hoki o Tāmaki Makaurau. I te tau 1843 ka uiuitia e te Kōmihana Kerēme Whenua te whakawhitinga nā. Kāore he whakakitenga a te Kōmihana e pā ana ki te hokonga i whakapaetia ai e te kaitono Tauiwi ā, ka taunakitia kia kaua te Karauna e whakaae atu. Hāunga anō tērā, ka tukuna e te Kāwana Fitzroy he pepa āhei ki ngā kainoho hou e eke ana te wāriu ki te 4,844 pāuna, e taea ai e ngā kaitono te whakamahi hei hoko whakaaetanga herekore, mō ngā whenua o te Karauna ki wāhi kē atu o te 'koronī'. Nō muri i te uiuitanga anō i te tau 1846, ka whakaaengia e te Karauna te 1,927 eka i Karangāhape (Cornwallis), i Pūponga me Kakamātua.

2.16 Nā ngā mahi tope rākau me te whakatūnga nō muri mai o ngā mīra ā-kaha mamaoa ki Cornwallis i te tau 1842, ka whai anō ko te tangotango haere whānui i ngā rākau mai i ngā tahatai ki te raki o te Whanga o Manakau. Kāore e mōhiotia ana mehemea i whakawhiwhia a Te Kawerau ā Mahi ki te moni mai i ēnei whakahaeretanga.

2.17 I te tau 1839, ka oti ētahi whakawhitinga whenua tūmataiti i te takutai moana ki te rāwhiti o te rohe o Tāmaki Makaurau, ki waenganui i Whangaparāoa me Mahurangi. Ka kapia e te whakaaetanga o 'Point Rodney' (Whāngateau), he whenua e tata ana ki te 10,000 eka, e ahu atu ana ki waenganui o Matakana me Ōmaha (Leigh) mō te 421 pāuna. Kei ēnei whenua tonu ngā wāhi tapu ā-tūpuna takitini, ā-tikanga whakaheke hoki ki a Te Kawerau ā Maki, tūturu tonu, kei runga i te raenga kuiti o Tāwharanui. Kāore rawa tētahi hapū kotahi e whai pānga ana ki a Te Kawerau, i paku mōhio ki ngā āhuatanga o te whakawhitinga whenua nā. Nō muri mai i te uiuitanga o te kerēme, ka tukuna atu e te Karauna te whakaaetanga mō te 1944 eka ki te kaikerēme Tauiwi. I te tau 1860 ka uiuitia anōtia te kerēme. Ko te whakataunga a te Karauna, i hokona kētia te whenua e te Māori ā, kua hokona anōtia ki te Karauna hei wāhanga o te hokonga o Pakiri. Nō muri rawa mai ka whakawhitia anōtia te whakaaetanga mō ngā pepa whakaāhei whenua.

2.18 Ka kapia e te whakaaetanga o Te Weiti te rahinga whenua e tata ana ki te 20,000 eka i waenganui i Te Oneroa ō Kahu (Long Bay), Ōkura me Te Weiti (Wade River). Nā tētahi kaihoko rākau Tauiwi i whakarite te whakawhitinga me ētahi tāngata nō iwi kē. Kāore a Te Kawerau ā Maki i paku mārama noa ki te whakawhitinga o te whenua, me te uiuitanga rā anō a te Kaikōmihana Kerēme Whenua o muri mai. Mutu rawa ake, ka tukuna e te Karauna te 5569 eka ki ngā kainoho Taiuwi. Ko ngā whenua i whakawehea ai, ka tāpirihia atu te kāinga whakahirahira o Ōtaimaro (Karepiro Bay), he kāinga i nohioa ai ā-wāhanga kē o te tau e Te Kawerau ā Maki, tae atu ki ētahi atu wāhi tapu, nui te mana ki te iwi, tae atu ki Te Ringa Kaha o Manu (Weiti Spit). Ka mau ki te Karauna te toenga whenua mai i ngā whakawhitinga whenua i 'Rodney Point' me 'Te Weiti' hei whenua toenga ā, ka whakaurua anō hoki ki te hokonga o Mahurangi me Ōmaha e kōrerotia ai ki raro nei.

1841 TE HOKONGA O MAHURANGI ME ŌMAHA

2.19 I te 20 o ngā rā o Āperira i te tau 1841, ka uru te Karauna ki tētahi whakaaetanga hoko whenua mō tētahi rohe e tata ana ki te 110,000 eka te whānui, e kīia ana, ko Mahurangi me Ōmaha. Tīmata mai rā i Maungauika (North Head) i te Whanga o Waitematā ka whai whaka-te-raki i te takutai moana ki te rāwhiti kia tae atu ki Te Ārai o Tāhuhu (Te Ārai Point). He pānga tūpuna ngātahi ō Te Kawerau ā Maki ki ētahi wāhanga o tēnei whenua. Ka inakitia hoki te hokonga e ētahi atu whakawhitinga whenua tūmataiti nō mua rā anō i te Tiriti, hāunga anō te kore mārama ki ētahi āhuatanga o te whakaahuatanga o te poraka whenua i roto i te whakaaetanga, me te kore mahere noa e tāpirihia ana. Ka uru hoki te Karauna ki te whakawhitinga me tana kore aronui atu ki ngā tikanga tuku iho i roto i te rohe, me te whakapono kē atu ki te tika o ngā kerēme a ngā kaihoko atu. Kāore hoki i kitea ā-kanohi te rohe pōtae katoa e takatakahia ana, kāore e tohua ngātahitia ana rānei e ngā kaihoko atu me ngā kaihoko mai.

2.20 Mai i te tau 1841 ka tīmatahia e te Karauna tētahi tikanga whakahaere hei whakaweto i ngā pānga mana tuku iho ki te poraka. I ngā marama o Hūne me Tīhema o taua tau tonu, ka utungia e te Karauna ētahi pūtea moni ki tētahi atu iwi hei utu mō te rohe, nui tonu te rahi, i te wāhanga ki te tonga-whaka-te-rāwhiti o te poraka ā, mā konā e

whakatau ai ō rātou ake kerēme ki reira. Kāore e tūhia ana mehemea i riro i a Te Kawerau ā Maki he utu ā-moni.

2.21 Ko te otinga ake o te whakawhitinga o Mahurangi me Ōmaha, ka ngaro whenua atu a Te Kawerau ā Maki, ka ngaro ngā kāinga me ngā wāhi tapu hoki i ngā taha moana ki te raki-whaka-te rāwhiti o te Whanga o Waitematā, ka ahu atu ki te takutai moana ki waenganui i Te Oneroa ō Kahu (Long Bay) me te Whanga o Whāngateau. He mahi whakaaroha ki a Te Kawerau ā Maki te ngaronga atu o te Motu o Tiritiri Matanga, tae atu ki ngā motu ki waho o te moana ki te takutai moana ki te rāwhiti, ki reira i inakitia ai ō rātou pānga me ētahi atu iwi.

2.22 I ngā tau tōmua o ngā tau 1850, ka mārama ai te Karauna, he tāngata tonu kei te poraka o Mahurangi me Ōmaha e noho ana. Ka whakarite kaupapa te Karauna hei whakaweto i ēnei pānga e pupurutia ana ā, i te tau 1853 ka whaiwāhi atu a Apiata Te Aitu, rangatira nō Te Kawerau ā Maki, hei kaiwaitohu i te whakaaetanga hokonga. I te tau 1854, ka kīia ai e tētahi āpiha a te Karauna, ko ngā rōpū o Kawerau "ngā roots of the soil" i mahue atu ai i te whakawhitinga tuatahi. Nāna anō i whāki, mō te taha ki ngā mana ki tētahi wāhanga o Mahurangi, kua whakawetongia e te hokonga i te tau 1841, ngā pānga whaimana o ngā tāngata hoko anake.

2.23 I ngā tau 1850 kua riro i ngā kainoho ngā whenua huri noa i te North Shore me te rohe o Whāngaparāoa. Kāore i whakaritea he whenua rāhui i taua rohe mō ngā iwi whai pānga ki a Kawerau. Nō muri mai i ngā tāpaetanga a te Māori ki te Kāwana i ngā tau 1850, ka whakaaetia e te Karauna kia whakatū whenua rāhui mō te Māori i te takutai moana o Mahurangi ki te raki o Whāngaparāoa ā, ka whakarāhuitia he whenua mō tēnei take. Nō muri mai ka uiuitia e te Kooti Whenua Māori te taitara tuku iho ki ēnei whenua ā, ka whakaaetia ngā pānga o Kawerau mā, ki roto i ngā whenua rāhui i Mahurangi i te tau 1866 ā, ka mahi pērā anō ki Mangatāwhiri me Tāwharanui i te tau 1873.

KERĒME Ā-UNU MANA HOKO

2.24 I te tau 1844, ka unuhia e te Karauna tōna mana hei kaihoko anake i ngā whenua tuku iho o te Māori, tae atu ki te whakaaetanga e taea ai te tangata tūmataiti ki te whiriwhiri kōrero me ngā Māori. Ka herea ēnei 'hokonga ā-unu mana hoko' e ētahi whakaritenga, pērā i te aukatinga atu o ngā pā me ngā urupā ki waho o ngā whenua i whakawehea ai. Ko te tikanga, me arotakea e te Karauna ngā tono hoko whenua katoa i mua i te tukunga o te 'tiwhikete unu mana hoko' mā reira e taea ai te whakawhitinga kia mana ai. Ka katia te hokonga ā-unu mana i ngā marama whakamutunga o te tau 1845, i muri rawa mai i te taenga mai o Kāwana Kerei ā, ka uiuitia ērā hokonga i whakaaetia kētia ai. He nui tonu ngā wā, kāore i whakaaetia ai e te Karauna te katoa o ngā whenua i kerēmetia e ngā kaihoko Tauiwi ā, ko ngā toenga ka riro ki te Karauna hei 'whenua toenga'. He pānga nui ki a Te Kawerau ā Maki ētahi hokonga ā-unu mana hoko i whiwhi tiwhikete ai i Tāmaki Makuarau ki te Uru, i te Whanga o Waitematā ki runga me ngā wāhi o North Shore-Mahurangi. I te nuinga o te wā, i muri mai ka hokona anōtia e te Karauna ā, tūturu tonu, mehemea kua mau kē i te Karauna tētahi 'toenga'

2.25 Ko te whakawhitinga whenua i pā kino rawa atu ai ki a Te Kawerau ā Maki, i tēnei wā tonu, ko tērā i kapia ai ngā rohe o Henderson me Massey. Tīmatahia ai ēnei whiriwhiringa i mua tonu atu o te unutanga o te Karauna i tōna mana hei kaihoko anake, e tētahi tokorua, he kaiwhakahaere mīra, kaihoko anō, e noho ana ki Tāmaki Makaurau

ā, ka rūrihia te rahi ki te 17,784 eka. Kāore a Te Kawerau ā Maki i whaiwāhi atu ki te whakawhitinga. Kāore hoki i whaiwāhi ki te uiuitanga a te Kōmihana Kerēme Whenua Māori o muri mai. Kātahi ka whakaaetia e te Karauna he whenua e tata ana ki te 5,000 eka te rahi, ki ngā kaihoko ā, ka riro i a ia tonu te toenga hei 'whenua toenga'. Kāorekau he whenua rāhui i whakaritea mō te Māori, kāore rawa i noho wātea ngā pā me ngā urupā hoki ki waho o te hokonga. Nā tēnei whakawhitinga tūmataiti i whakawehea ai te nui o ngā wāhi e whai mana ana ā-hapori, ā-ōhanga, ā-tikanga, ā-wairua anō hoki ki a Te Kawerau ā Maki.

2.26 I te tau 1845 ka uru atu ngā tāngata tūmataiti noa ki roto i ētahi whakawhitinga whenua e whā, me iwi kē, mō te rahinga whenua e tata ana ki te 8,600 eka te nui, he whenua e hora ai tēnei mea te rākau, e ahu mai ana i waenganui i te kawenga o Whau me Tītīrangi. **E** takoto ana te whenua e meatia ana, ki te taha ki te tonga-whaka-te-rāwhiti o te manawa o Te Kawerau ā Te Maki, ki Hikurangi (Waitākere Ranges). He nui tonu ngā wāhi nui te mana whakaharahara ki a Te Kawerau ā Maki, tae atu ki Te Tōangawaka (te kawenga o Whau), Te Kotuitanga, he wāhi e mōhiotia ana mō te tārai waka), ki Waitahurangi (he manga whai pānga ki ngā Tūrehu), ki Motu Karaka (he kāinga tawhito) me Tītīrangi, te maunga tapu i tapaina ai e te tupuna rongonui, e Rakataura, nōna ka heke mai ai a Te Kawerau ā Maki. Ā, mutu ana te uiuitanga a te Kōmihana Kerēme Whenua, ka riro atu i te Karauna ngā whenua toenga e 6,198 eka te nui.

2.27 He whenua nui whakaharahara anō nō Te Kawerau ā Maki ki te taha whaka-te-tonga o te Waitākere Ranges i whaiwāhi ai ki ētahi whakawhitinga unu mana hoko i te tau 1845. I ngā marama tōmua o te tau 1845, ka tukuna e te Karauna he tiwhikete unu mana hoko ki tētahi kainoho mō te hokonga i te 50 eka i Big Muddy Creek (Paruroa). Kāore a Te Kawerau ā Maki i waitohu i tēnei whakaaetanga, i whaiwāhi mai ai ngā kāinga o Te Kawerau ā Maki arā, ko Nihotupu me Ngāmoko. Nō muri rā anō, ka whakakorea te kerēme e te Kōmihana Kerēme Whenua i te tau 1848 ā, i taua wā tonu, ka riro atu hoki ki te Karauna i raro i tana hokonga i te poraka o Nihotupu.

2.28 I te marama o Pēpuere i te tau 1845 ka uru atu a Te Watarauhi Tawhia, rangatira nō Te Kawerau ā Maki me ētahi rangatira karangarua, ki tētahi whakawhitinga me tētahi tangata whairawa rākau, nā runga i te kaupapa o te unu mana hoko mō te 700 eka i Huia Bay (Te Rau ō Te Huia) i te pito ki te tonga-whaka-te-uru o te Waitākere Ranges. Ka hāngai atu te whakawhitinga ki ngā ngahere e tū matomato ai te kauri i te taha ki te uru o Huia Bay, me te whakaritenga kia noho rāhui tonu ētahi wāhi nui te mana tūpuna mō te Māori. I te tau 1856, ka whakritea e te Kōmihana Kerēme Whenua i whai wāhi kē te kerēme ki tētahi atu hokonga a te Karauna nō mua rā anō. He pakupaku noa iho te wāhanga whenua i pupurutia hei rāhui ā, nā wai rā, ka whakawehea atu.

2.29 Ka haere tonu ngā whakawhitinga unu mana hoko mō ngā whenua tupu rākau e 30,000 eka te rahi e karapoti ana i te Whanga o Waitematā ki runga ake ā, ka whakawhiti atu ki Rangitōpuni (Riverhead) me Kumeū. He pānga nui whakaharahara anō ō Te Kawerau ā Maki ki taua rohe ā, ka inaki atu ki ngā pānga o tētahi atu iwi. Nō te otinga ake o te uiuitanga a te Kōmihana Kerēme Whenua, e tata ana ki te 6000 eka i whakaaengia ki te hunga Tauiwi. Ko te toenga, he āhua 24,000 eka, ka mau tonu ki te Karauna hei toenga.

HOKONGA A TE KARAUNA, 1848-1865

2.30 Mai i te tau 1848 ka tīmatahia e te Karauna he mahere rautaki e hāngai pū ana kia hokona whenua mai kI te uru me te raki tata tonu, o Tāmaki Makaurau. E toru ngā wāhanga o te hokohoko – ka tahi, i te tau 1848, ka rua, mai i te tau 1851 ki te tau 1856 i te rohe o Tāmaki Makaurau ki te Uru me Waitākere ā, ka toru, ki te uru o Kaipara atu i te tau 1854. Ka inakitia ētahi o ngā hokonga whenua nō mua i te Tiriti, i raro rānei i te kaupapa unu mana hoko, i raro rānei i te mahere hoko whenua a te Karauna. Nā te whakatau kia hokona he whenua mō te rua, mō te toru taima rānei, ka huri te Karauna ki te mirimiri i te pōnānātanga me te āwangawanga e hāngai ana ki ngā whakawhitinga tōmua. Mō ngā hokonga i te tau 1884, ka whakapau kaha te Karauna kia whakaū, kia whakawetongia katoatia ngā mana taitara ki ngā 'whenua toenga' i pupurutia rā e te Karauna. Ka riro anō hoki ki te Karauna i ngā hokonga i te tau 1848, ētahi whenua nui te tupu o te kauri. Nō Te Kawerau ā Maki te mana tuku iho ki ēnei whenua.

2.31 I te marama o Māehe 1848 ka uru te Karauna ki tētahi whakaaetanga hoko mō ngā Poraka o Hanakora (Ana Kororā) me Kairiparaua, ki te wāhi e tū nei, i nāianei, te rohe o Greenhithe i te taha o te Whanga o Waitematā ki runga. I whai wāhitia tuatahitia ēnei whenua ki roto i te hokonga o Mahurangi me Ōmaha i te tau 1841. E pērā ana ngā pānga tuku iho o Te Kawerau ā Maki me ētahi atu rōpū nō Te Kawerau, me tētahi atu iwi, engari kāore i waitohua te whakaaetanga hoko mō te whakawhitinga. Ko te otinga ake o ēnei whakawhitinga, ka ngaro te mana whakahaere o ngā whenua i te North Shore ahakoa ō rātou pānga tuku iho ki aua whenua. Kāore i whakaritea he whenua rāhui mō te Māori i tēnei rohe.

2.32. Ka whakarite te Karauna kia riro ki a ia ngā whenua e ahu atu ana ki te uru mai i te kawenga o Whau (ko New Lynn me Green Bay i nāianei), i te taha o ngā tahatai moana nui te tupu o te rākau, i te raki o te Whanga o Manakau, ka ahu atu ki Tītīrangi, ki Waikūmete (Little Muddy Creek) me Nihotupu (ko Parau rānei). Hāngai ana ēnei hokonga ki te kawenga o Whau, ki Nihotupu, ki Pukeatua (Waikomiti Bay) me Tītīrangi. Hāunga anō ngā mahere hukihuki i tāpiritia ki ngā whakaaetanga, kāore ēnei poraka i rūrihia, kāore hoki i āta tūtohua ā, nā wai rā ka ngaro atu ki roto i ngā hokonga a te Karauna i a Hikurangi mai i te tau 1853 ki te tau 1856, e kōrerohia ake rā ki raro nei.

2.33 Kāore he whakakitenga e mea ana i riro i te Karauna te whakaaetanga a Te Kawaerau ā Maki e pā ana ki tētahi whiriwhiringa korero i te tau 1848 mō ngā hokonga whenua i Tāmaki Makaurau ki te Uru me te rohe o te Whanga o Waitematā ki runga. Kāore i whakawhiwhia whenua rāhui hei hua mai i ēnei whakawhitinga. Ko ētahi o ngā kāinga i whakawehea he mea i nohoia e Te Kawerau ā Maki i Nihotupu (Big Muddy Creek) me Waikūmete (Little Muddy Creek), me ētahi wāhi nui whakaharahara pērā i Te Kotuitanga i te kawenga o Whau, tae atu ngā wāhi tapu i Pukeatua, ki Muri ō Hikurangi me Tītīrangi. Ka ngaro atu hoki i Pukeatua ngā wāhi tapu mō te hanga me te tārai waka o Te To ō Parahiku me Maramara-tōtara, he kāinga i ora tonu mai ai tae noa ki ngā tau 1860.

2.34 I waenganui i te tau 1851 me te tau 1856 ka hokona e te Karauna ngā rohe nunui tonu i te uru me te raki ki te uru o Tāmaki Makaurau mai i te kawenga o Whau, tae atu ki te kawenga o Kaipara i waenganui i Rangitōpuni (Riverhead) me Kumeū. Nā ēnei hokonga i mārama ai te kaupapahere a te Karauna kia riro whenua atu ki a ia hei wāhi nohonoho i te rohe e tata ana ki Tāmaki Makurau ā, i tua atu, kia mau ki a ia anō te whakaheretanga i ngā rawa rākau o te rohe. Ko ngā poraka whenua i riro atu, ka tatauria, ko Matakaraka, ko Pukeharakeke, ko Waikoukou, ko Te Rawawaru, ko Berry's Claim, ko Papakoura, ko

Waipārera, ko Te Kauri, ko Kaiakeake, ko Kumeū me Mangatoetoe. I ētahi wā, ka inaki kē he hokonga ki ētahi atu whakawhitinga whenua tūmataiti o mua, me ngā hokonga ā-unu mana hoko. Nō Te Kawerau ā Maki ngā pānga tuku iho nō roto i tēnei rohe. Kotahi anake te whakaaetanga o Te Kawerau ā Maki ki te hokonga a te Karauna – ko te poraka o Mangatoetoe tērā mō te 4,500 eka i te tau 1853.

2.35 No te otinga o ēnei hokonga, ka huri te aro o te Karauna kia riro atu ki a ia ngā whenua nui te tupu o te rākau i ngā Waitākere Ranges. Kāore i pau te tau kotahi kua riro atu ki te Karauna te nui o ngā whenua e tata ana ki te 10,000 eka i te pokapū tonu o te rohe o Te Kawerau ā Maki. Ka whaiwāhi atu ēnei poraka whenua ki aua hokonga – ko Hikurangi (mai i te tau 1853 ki te tau 1854), ko Taitomo (i te tau 1854), ko Paeōterangi (i te tau 1854) me Puatainga (Pu-o-Tahinga, i te tau 1854)

2.36 I whakaritea e ngā āpiha a te Karauna te hokonga o te poraka, nui te tupu o te rākau, o Hikurangi i te 10 o ngā rā o Nōema, i te tau 1854 mō te 1100 pāuna. E whakapaetia ana, 12,000 eka te rahi o te poraka engari kāore rawa i rūrihia i taua wā. Nō muri mai ka āta kitea e 54,141 eka kē te rahi. Kāore i waitohua te whakaaetanga e tētahi rangatira kotahi nō Te Kawerau ā Maki.

2.37 I te tau 1856, kātahi ka mōhio te Karauna he pānga ō Te Kawerau ā Maki ki te rohe i kapia e te whakaaetanga o Hikurangi. Tae noa ki taua wā, kua rūrihia kia wāwāhia kētia te rohe ā, kua tīmata noa atu te nohonoho haere o Tauiwi me te tangotango haere i ngā rawa rākau. Kāore he huringa kē atu ki a Te Kawerau ā Maki tēnā i te whakauru ki roto i ō rātou ake whakaritenga ki te Karauna ā, i te 27 o ngā rā o Tīhema i te tau 1856, ka whakawhitia he whakaaetanga tuarua ki a rātou. Ka utua a Te Kawerau ā Maki ki te 50 pāuna hei 'utu whakamutunga' mō Hikurangi tae atu ki ngā poraka whenua i te taha, arā, ko Paeōterangi me Putainga.

2.38 Ko te hua i puta mai i ngā hokonga i Hikurangi i te tau 1853 me te tau 1856, ko te ngaronga atu o tētahi wāhanga nui tonu o te rohe o Te Kawerau ā Maki, tae noa ki ngā kāinga maha, wāhi tapu me te maha noa atu o ngā wāhi nui whakaharahara ā-hītori, ā-tikanga anō hoki. Ka ngaro hoki te āheinga tōtika atu ki ngā rawa e kaingākautia ana, ki ngā Whanga o Manukau me Waitematā. Kāore i whakaritea he whenua rāhui ki roto i te poraka o Hikurangi.

2.39 I te marama o Māehe i te tau 1854, ka hokona e ngā āpiha a te Karauna te Poraka o Paeōterangi ki te raki o ngā Waitākere Ranges mai i a Te Kawerau ā Maki. Kāore te whenua i rūrihia engari ko te whakapae, e tata ana ki te 25,000 eka tōna rahi. Ka whakatūria ētahi wāhi rāhui – ko te Piha Native Reserve tēra (1,860 eka te nui) me te Waitākere Native Reserve (e 2,918 eka te nui). Kāore i herea te Karauna kia kaua e whakawehewehea ngā whenua rāhui ā mua ake nei.

2.40 Nō te rūritanga o ngā poraka o Hikurangi me Paeōterangi, i kitea ai, kāore i hokona e te Karauna tētahi pihi whenua paripari, āhua tapatoru nei, ko Taitomo te ingoa, kei waenganui i Piha me Karekare. Nā te kore māramatanga ki ngā rohe o ngā poraka o Hikurangi me Paeōterangi, ka whai anō he 'kerēme tautohetohe'. I te tau 1854 ka hokona a Taitomo e te Kaikōmihana Whenua, e Donald McLean, mai i tētahi rangatira nō Te Kawerau ā Maki.

2.41 I te tau 1854 anō hoki, ka tīmataria e ngā āpiha a te Karauna te hokonga o te poraka o Puatainga i te whāruarua ki raro o te Waitākere River. Kāore i āta tūtohua ā, kāore hoki i rūrihia te poraka i te wā o ngā whiriwhiringa hoko. Koianei te take i whai wāhi atu ai tētahi wāhanga o te Waitākere Native Reserve, i nohoia ai e Te Kawerau ā Maki, ki te wāhanga i riro atu ai. Nā te kore mārama ki ngā rohenga, ka whai anō ko te tohetohe ā-tangata ki waenganui i te iwi, nā rātou tonu te whakawhitinga i kōkiri, me tētahi atu iwi e whai pānga ana hoki ki te whenua. Ko Te Kawerau ā Maki kei waenganui tonu i tēnei raruraru. Ka tau te rangimārie nā te whakaritenga a Kāwana Hōri Kerei (Governor George Grey) kia noho te whenua ki raro i te kaitiakitanga o tētahi rangatira e whai pānga atu ana ki ngā taha katoa e whaiwāhi atu ana.

2.42 Nō muri mai i te rūritanga, ka kitea ētahi wāhanga o te poraka o Puatainga e takoto ana ki roto i te hokonga a te Karauna i a Paeōterangi me te Waitākere Native Reserve. E whakapaetia ana, tae noa mai ki te tau 1920, nō te Karauna kē te pito raki ki te uru o te poraka o Paeōterangi. Nā ēnei roherohenga hukihuki noa, ka pupū ake te mānukanuka me te riri ki waenganui i ngā iwi katoa i whaiwāhi atu ai.

2.43 I waenganui i te tau 1854 me te tau 1865 ka oti i te Karauna ētahi hokonga whenua ki te taha tonga ki te uru me te rāwhiti o te Whanga o Kaipara, ka ahu atu ki waenganui i Riverhead ki te tonga ki te Awa o Hōteo i te raki. He pānga taketake ō Te Kawerau ā Maki ki ētahi wāhanga o tēnei whenua ā, me te inaki atu ki ngā pānga o iwi kē. E ai ki ngā korero mōhua noa nei, kotahi anake te whakawhitinga whenua i whakaurua ai eTe Kawerau ā Maki.

2.44 He rerekē te nui ngā moni i utua e te Karaua, i tēnei wā, mō ngā whenua i Aotearoa, heoi te tikanga, he āhua pakupaku noa iho. E whakapaetia ana, i whakawhiwhia a Te Kawerau ā Maki ki te 950 pāuna mō te whakawehetanga atu o ō rātou pānga whenua i te manawa pū o Tāmaki Makaurau ki te Uru, he whenua e hōrapa atu ana i te 100,000 eka, neke atu. He utu tērā ki te rua herengi, nui ake pea, mō te eka kotahi. E ai ki te whakamāramatanga a te Karauna, he pērā rawa te pakupaku o te utu, nā tōna pōhēhētanga ka whai painga te Māori i te kōtuituitanga matarau me te whakawhanaketanga ā-ōhanga ka puta i ngā hokonga whenua, tae atu ki te nohonoho haeretanga o Tauiwi ki konei. Hāunga anō tērā, me mau whenua tonu te Māori kia riro painga mai ai i ēnei whakawhanaketanga

2.45 Ka tāpirihia ki ngā whakaaetanga o Hikurangi, o Paeōterangi me Puatainga tētahi whakaritenga kia whakapauhia te10 ōrau o ngā moni whiwhi mai i aua hokonga, hei oranga, hei painga mō te Māori, tūturu tonu, kia utua motuhaketia ngā kaihoko. Ko te tikanga o ēnei whakaritenga, he whakarato painga kē, pērā i ērā e whakapuakitia mai rā i te whakaaetanga hoko o Paeōterangi:

> *for the Founding of Schools in which people of our race may be taught, the Construction of Hospitals in which persons of our race may be tended for the payment of Medical Attendance for us for the Construction of Mills for us for Annuities for our Chiefs or for other purposes of a like nature of which the Natives of this Country are interested ...*

2.46 Kāore i whakatūria he tikanga whakahaere hei whakapau, hei tohatoha rānei i ēnei moni ā, kāore hoki he mīra kotahi i hangaia. I te atu 1874, ka tohaina e tētahi āpiha a te Karauna ngā moni i kohia mai i ēnei hokonga, ka tahi ki ngā whakahaeretanga, ka rua,

ki ngā kaihoko takitahi me ā rātou uri. Kāore ēnei whakataunga i kōrerotia ki a Te Kawerau ā Maki. I muri i te tau 1874, kāore te Karauna i pupuru pūrongo tika ā, hei otinga ake, kāore ngā kaihoko o Te Kawerau ā Maki i whiwhi painga tūturu anō, mai i ngā whakaritenga ā-10 ōrau o ngā whakaaetanga.

2.47 Nō muri mai ka tono utu a Te Kawerau ā Maki mō ngā moni e noho tārewa tonu ana ā, ka tuku pētihana atu ki te Karauna. I te tau 1927 ka āta uiuitia e te Kōmihana Sim te take nei ā, ko te whakatau, e āta hāngai atu ana ngā whakaritenga ā-tekau ōrau hei painga mō te Māori huri noa, kaua mō ngā rangatira nō ngā poraka, pērā i a Hikurangi, a Paeōterangi me Taitomo. Ka whakatauria anōtia e te Kōmihana, kua ea i te Karauna ngā here nō onamata i whakaritea ai e ngā whakaritenga ā-tekau ōrau mā tana whakapaunga pūtea whānui ki ngā ratonga ā-papori, ā-mātauranga anō hoki. Heoi anō, kāore a Te Kawerau ā Maki i whai āheinga atu ki ngā ratonga kura, ki ngā ratonga hauora rānei, kia tae rawa mai ki ngā tekau tau tōmua o te rautau rua tekau. Ka mau tonu, ko te kore whiwhi painga tōtika mai i ngā whakaritenga ā-tekau ōrau o ēnei whakaaetanga, hei aureretanga tonu ki a Te Kawerau ā Maki.

2.48 Nō te tau 1856, nā te whakawehewehenga atu o te nuinga o ō rātou whenua tuku iho, kua kore e taea e Te Kawerau ā Maki te noho māori noa mai. I taua wā ka nohoia e Te Kawerau ā Maki mō te nuinga o te wā, ngā whenua rāhui i ngā wāhi whakawehe, uaua hoki te taenga atu, i Waitākere me te takutai moana o Waitākere. Kāore he whenua ō ēnei rāhui i pai hei mahi ahuwhenua, mahi huawhenua rānei ā, ko te otinga ake, kāore i taea e Te Kawerau ā Maki te whakauru me te whaiwāhi atu ki te ōhanga o te rohe o Tāmaki Makarau. He pānga tino nui rawa atu te ngaronga atu o tō rātou tūāpapa whenua, ki te wāwāhitanga o te tuakiri o Te Kawerau ā Maki.

2.49 I muri i te tomokanga Peretānia ki roto o Waikato i te tau 1863, ka noho tonu atu a Te Kawerau ā Maki ki te rohe o Waitākere. Hei urupare ki te pakanga, ka tuku rātou i te ngākau pono ki te Karauna me te kī taurangi atu ki te hunga noho ā-takiwā, ka noho haumaru rātou. Heoi, ki tā Te Kawerau ā Maki whakaaro, e noho ana rātou i tēnei wā "i Rarohenga " ā, hāunga anō te noho rangimārie me te Karauna, "kāore e ōrite ana te arotahi". Ka mau tonu a Te Kawerau ā Maki ki ngā hononga ki ō rātou whanaunga nō Waikato me te piringa tūturu atu ki te Kīngitanga. Ka whai ētahi o Te Kawerau ā Maki i te whakapono o te Pai Mārire. Mā ēnei mahi, me tō rātou noho wehe, tae atu ki tō rātou kore pono ki te Karauna, ko te otinga ake, ko te whakawehewehetanga atu o Te Kawerau ā Maki ki waho o te hapori kainoho Tauiwi.

NGĀ WHAKAHAERETANGA O TE KOOTI WHENUA MĀORI ME TE WHAKWEHEWEHENGA WHENUA I TE RAUTAU TEKAU MĀ IWA

2.50 Nā te whānui haeretanga o te whakahē o Te Māori ki te hoko i ō rātou whenua ki te Karauna i raro i te tikanga unu mana hoko whenua me te kaha hiahia, kia whakaaengia ngā kainoho Tauiwi kia whiriwhiri whakaaro hāngai atu ki te Māori, ka whakatakotoria e te Karauna ngā Ture Whenua Māori o te tau 1862 me te tau 1865. Nā ēnei ture i whakatū ai te Kooti Whenua Māori. Ko te kawenga a te Kooti, he whakatau, nō wai ake te rangatiratanga o ngā whenua Māori "e ai ki ngā tikanga taketake" ā, kia tukuna ki aua tāngata kua tohua te taitara mai i te Karauna. Ka tukuna anō hoki e te Karauna te mana hoko whenua i te tau 1862, nā reira i taea ai e ngā Māori kua whiwhi taitara mā ngā whakahaeretanga a te Kooti, ki te hoko tōtika atu i ō rātou whenua ki a Tauiwi.

2.51 Ka āhei te rangatiratanga tuku iho ā-whenua ki te whakaae ki ngā pānga maha, pānga inaki hoki ki te whenua kotahi tonu, rawa kotahi tonu ā, he tikanga ā-ohu, ehara i te tikanga ā-tangata takitahi noa. Kāore i taea ēnei whakaritenga te kawea i roto i te horopaki o ngā ture whenua Māori hou. Ko te whakaputanga o ngā uiuitanga taitara, tērā i hiahiatia ai – kia kotahi te rohe whenua, he mea kua āta tūtohua, kia kotahi te rangatira takitahi tonu, kotahi te uepū rangatira rānei ā, nōna, nō rātou rānei te whenua. Nō te Karauna te pōhēhētanga, mā ngā ture whenua Māori e akiaki te Māori ki te whakarere i tō rātou momo tiaki whenua matarau, ā-ohu tuku iho rānei, kia whai atu anō hoki i te taitara takitahi, he mea ngāwari ake mō te Kooti Whenua Māori. E ai ki te Karauna, mā reira e uru whānui ai te Māori ki roto i te ōhanga 'koronī'. Ka ngana anō te Karauna ki te wāwāhi haere i te mana Māori ā-iwi, mā reira anō hoki e arua mai ai ki roto i te hīnaki o Tauiwi.

2.52 Kāore anō te Māori i whiwhi māngai i roto i te Pāremata i te wā o te whakaturetanga o ngā Ture Whenua Māori i te tau 1862 me te tau 1865. Nā ngā whakaritenga ā-pōti i hangaia e ngā taitara Karauna, kāore i whakaaengia te nuinga o ngā tāne Māori ki te tuku pōti kia whakatūria rā anō ngā tūru Māori e whā ki roto i te Whare Mema Pāremata i te tau 1867. Kāore te Karauna i whakapā atu ki a Te Kawerau ā Maki mō ngā ture whenua Māori i mua i te whakaturetanga. Kāore anō hoki i kōrerohia mō ngā panonitanga hōhonu e putaputa mai ai i aua hanganga ture.

2.53 Nā te whakatūnga o te Kooti, ka hangaia e ngā ture whenua Māori he wāhi taupatupatu mō te uiuitanga i ngā mana taketake, tērā ka hangaia he pātū ki waenganui i te kotahitanga o ngā rangatira, o ngā hapū me ngā iwi. He riterite te tautohetohe a Te Kawerau ā Maki ki te Kooti. I nāianei, ki tā Te Kawerau ā Maki tāpae kōrero, kāore rawa ō rātou pānga tuku iho i āta whakaaengia, i whakamanahia rānei e te Karauna.

2.54 Mai i te tau 1866, ka uiuitia e te Kooti Whenua Māori te taitara ki te whenua rāhui o Te Kawerau ā Maki i te takutai moana o Waitākere. Ka tū ngā whakawātanga ki Tāmaki Makaurau me Te Awaroa (Helensville). Ko te otinga whakaaroha rawa o ngā ture whenua Māori ki a Te Kawerau ā Maki, i te tīmatangata o te rautau rua tekau, ko te wāwāhitanga me te whakawehewehenga atu o ētahi wāhanga nui tonu o ēnei whenua.

2.55 Ko te poraka whenua tuatahi o Te Kawerau ā Maki i uiuitia e te Kooti Whenua Māori, ko te poraka iti nei o Puketōtara, he wāhanga nō te rāhui tuatahi o Waitākere mō te 2918 eka, i whakarāhuitia atu i te hokonga o Paeōterangi i te tau 1854. Nā te rangatira nō Te Kawererau ā Maki, nā Te Watarauhi i tono taitara i te marama o Nōema i te tau 1866. Nō te whakaaetanga o te Kooti ki tā Te Wararauhi tono, ka whakaurua a Te Watarauhi me ētahi atu tāngata tokowhā nāna anō i whakaingoa, ki te whakaaetanga a te Karauna.

2.56 I uiuitia te roanga ake o te Waitākere Reserve ki mua i te aroaro o te Kooti Whenua Māori i te tau 1871. Ka puta a Te Watarauhi ā, ka whakaingoa i ngā rangatira o te poraka whenua. Ko te whakaaetanga o te Kooti, he tika te korero, nō ērā tāngata i whakaingoatia ai te whenua. Engari ka tonoa e Te Watarauhi kia kaua e tukuna he tiwhikete taitara i taua wā, nō te mea, e hiahia ana ngā kaitono ki te whakawehewehe anō i te whenua kia toru ngā pihi ā, mā konā e whakawhiwhia ai ki ngā whakaaetanga takitahi. Kāore rāwa i whakaritea te wāwāhitanga me ngā whakaaetanga.

2.57 Kia taka rā anō te wā ki te tau 1885, kātahi te Karauna ka tuku tiwhikete taitara ki te Waitākere Reserve hei urupare i te tono taitara a tētahi atu kaitono mō te poraka e kīia

ana, ko Puketōtara Nama 2. Nā te kitenga atu, he ōrite tēnei poraka ki tērā o te whenua rāhui o Waitākere, ka whai māramatanga te Karauna i a Eruena Paerimu, tētahi o ngā tāngata i whakaingoatia e Te Watarauhi i te whakawātanga i te tau 1871. Kātahi ka tukuna e te Karauna he whakaaetanga e tautoko ana i ngā rangatira tekau mā rima. Kāore te ingoa o Te Watarauhi i puta ki tēnei rārangi rangatira. Ka tukuna te taitara i raro i te Ture o te tau 1873, mā reira e āhei ai tēnā me tēnā o ngā tāngata i whakaingoatia ai ki te hoko i tōna ake pānga me te kore whāki atu ki aua tāngata. Kāore i whakawāteatia mai tētahi tikanga whakahaere ā-ture mō ngā rangatira Māori kia mahitahi ai hei rōpū rangatōpū kia tae rā anō ki te tau 1894.

2.58 Kāore i whakaritea kia kaua e āhei ai te whakawehewehe i te taitara i tukuna mai mō Waitākere (Puketōtara Nama 2). Ka ohorere te tangata ki te hīkaka tonu o te wāwāhi haere me te whakawehewehetanga o taua whenua rāhui. I te tau 1886 ka tuku tono tētahi o ngā kaipupuru pānga, ahakoa kei waho o te rohe e noho ana, kia pai ai tana hoko i tētahi wāhanga ōna o te whenua rāhui. Ka whakahēngia e Te Watarauhi te tono ā, ka whakahēngia hoki te wāwāhitanga o te whenua rāhui. Nā te Kooti te korero atu atu " kāore ō take nā te mea, kāore e kitea ana tō ingoa ki roto i te whakaaetanga". Te mutunga ake, ka puta kē a Te Watarauhi hei kaipono tautoko mō te kerēme tautohe a Eruena Paerimu e whakahē ana i te wāwāhitanga. Ka whakaaengia e te Kooti te taha ki te kaitono, ka wāwāhia te poraka ā, ka tukuna ki te kaitono a Waitākere Nama 2 (e 476 eka te nui) ki te pito raki-whaka-te uru o te poraka. Ka whakawhiwhia ki ngā kaiwhiwhi whakaaetanga e ora tonu ana ki te toenga o te rāhui arā, ko Waitākere Nama 1 (e 2138 eka te nui). Nō tata muri mai i te whakawātanga e pā ana ki te wāwāhitanga, ka hokona atu a Waitākere Nama2 ki a Tauiwi. Inā te tīmatatanga o te wāwāhitanga me te whakawehetanga o te whenua rāhui nui rawa atu, e toe ana ki a Te Kawerau ā Maki.

2.59 Kei roto i a Waitākere Nama 2, ngā māra kai me ngā urupā e kaha hiahiatia ana e Te Kawerau ā Mahi kia pupuru tonutia e rātou. I te tau 1887, ka hangaia he whakaritenga ki waenganui i te Māori me tētahi Tauiwi whai whenua ā, mā reira e whakawehe ai a Waitākere Nama 1 kia tū ko Waitākere Nama 1A me Waitākere Nama 1B. Ka riro atu a Waitākere Nama1A ki a Tauiwi hei utu mō Waitākere Nama 2. Ka mau tonu ki a Te Kawerau ā Maki a Waitākere 1B. Tae rawa mai ki ngā tau tōmua o ngā tau1900, kua wāwāhia anōtia a Waitākere 1B kia tekau mā tahi ngā poraka itiiti ake tonu, me te tuku hea takitahi mō te toenga whenua ki ngā rangatira o aua whenua. Kātahi ka whakawehewehea noa atu te nuinga o ēnei whenua. Tae rawa mai ki te tau 1914, ko te poraka paku o Waitākere Nama 1B2C2 (e 297 eka te nui) anake, te wāhanga e ngāwari ana te whakaāhei atu, e pupurutia tonutia ana e te Māori. Ko te kāinga me te pā tawhito tērā o Parawai ā, ka whaiwāhi atu anō hoki ki ngā repo e tata ana ki te 100 eka te rahi.

2.60 Kua waihotia ki waho o te hokonga a te Karauna i a Paeōterangi o te tau 1854, te whenua rāhui o Piha arā, ko ngā Poraka o South Piha me Wekatahi. Ka tono a Te Watarauhi mō te taitara ki te South Piha Reserve i te tau 1876. Ka whakatakotoria tana tono i muri i ngā whiriwhiri kōrero a tētahi kaipakihi nō Tāmaki Makaurau e pā ana ki ngā rākau kauri o runga i te whenua. Nā te Karauna i whakaae atu he tiwhikete taitara ki a Te Watarauhi me ētahi atu tāngata tokowhā nō Te Kawerau ā Maki.

2.61 Ka uiuitia e te Karauna te Wekatahi Reserve (e 940 eka te nui) i te taha tonu o Piha ki te raki i te tau 1880. Ka kīia e Te Watarauhi nōna te whenua nā tōna whakapapa mai i a Te Au o Te Whenua ā, ka pērā tahi anō ia mō te poraka o Waitākere. Ka tukuna he puka whakaatu mō Wekatahi ki aua kaiwhiwhi whakaaetanga o te Piha Reserve. Atu i te tau 1886 ka rīhi atu a Piha ā, ka pērā anō a Wekatahi i muri mai i tana whakawātanga mō te

taitara. Ka hokona ngātahitia ngā whenua rāhui e rua nei ki te kairīhi i te tau 1886. Ehara tēnei, te whakawehewehetanga i ngā whenua rāhui, i te whakaputanga i whakaarohia rā e Te Kawerau ā Maki i te whakatūtanga ake o ngā whenua rāhui nei.

2.62 He riterite te tautohetohe o ngā rangatira o Te Kawerau ā Maki ki te Kooti Whenua Māori i ngā whakawātanga o te Kooti, pērā i ērā i tū ki Hauturu, ki Ruarangihaere me Taupaki, he tohetohe te mahi ā, ka tau te ngākau riri ki waenganui i a Te Kawerau ā Maki me ētahi o ngā rangatira, hapū, iwi anō hoki e whakapapa kotahi mai ana. Tōrino kau ana te rongo i te whakaaro hōhā o Te Kawerau ā Maki ki te Kooti, mō te kaupapa whakatakitahi taitara ki ngā whenua Māori, tae atu ki te whakawehewehetanga atu i ō rātou whenua rāhui, i roto i ngā korero a te kaikōrero mō Te Kawerau ā Maki, a Eruena Paerimu i Ōrākei i te wā o te 'Pāremata Māori' i te tau 1879. Ahakoa tana whakaaroaro ake mō ngā painga o te Tiriti pērā i te rongomau me te whakamarumarutanga, e noho mataara tonu ana a Eruena Paerimu ki ngā ngoikoretanga:

> *The Queen stipulated in that Treaty (the Treaty of Waitangi) that we should retain the mana of our lands, the mana of our forest, fisheries, pipi-grounds, and other things should be retained by the Maoris; but now those words have been overlooked ... Another disadvantage is the Native Land Court and the Crown grants. By those Crown grants we are deprived of our mana. I say those evils arose from the Treaty of Waitangi. First came the Treaty, then the Native Land Courts…*
>
> *I think that the Maoris only should have authority over the lands that have been reserved for the tribes. The mana of the land has been taken by the Crown grants. I thought that the Crown grants would bind the land, but I see that the Maoris are selling the lands under those grants; and therefore I think that the Crown grants are of no use. They do not prevent the sale of land. I agree that the sale of land should cease …*

2.63 Ka whaiwāhi ngātahi anō a Te Kawerau ā Maki ki te taitara ki ētahi poraka me ngā kaiwhiwhi whakaaetanga nō iwi kē. No muri mai i te uiuitanga mō te taitara o te poraka o Taupaki i te marama o Hānuere i te tau 1867, ka whakaritea ko Te Watarauhi tētahi o ngā kaiwhiwhi whakaaetanga tokowhā. Ka puta ētahi ingoa nō Te Kawerau ā Maki ki te whakaaetanga mō te poraka o Kōpironui, i tū i te marama o Pēpuere i te tau 1871. Mō te poraka o Ruarangihaere, ka tū ake a Te Watarauhi hei kaitono whakahē engari, kāore ia i whakaingoatia ki runga i te taitara.

2.64 I tua atu i ēnei whiriwhiringa, ka whaiwāhi atu ngā rangatira o Te Kawerau ā Maki ki ngā uiuitanga taitara a te Kooti Whenua Māori nā runga i te hononga ā-whakapapa ki hapū kē e whaipānga ana ki a Te Kawerau ā Maki. I te tau 1874 ka tuku kerēme a Te Watarauhi mō ngā mana ki te poraka o Mangatāwhiri, nā tōna tupuna, nā Maeaeariki. I te whakawātanga tuatahi mō Te Toi Hauturu o Toi (Little Barrier Island), ka whakarārangitia a Te Watarauhi hei rangatira e whai pānga ana ki a Te Kawerau ā Maki. Ā, nā wai rā, ka puta ia ki te whakawātanga anō i te tau 1881 nā runga i tana whakapapa nā Maki. Ā mutu rawa ake, kāore te kooti i whakamana i ngā pānga o Te Kawerau ki te motu.

2.65 Kia taea ai te whaiwāhi atu ki ngā uiuitanga a te Kooti Whenua Māori, ka utaina ki runga i ngā rangatira nō Te Kawerau ā Maki te taumaha o ngā utunga moni. Ka mate rātou ki

te haere tawhiti atu i ō rātou kāinga i Te Henga, i Piha, i Muriwai me Kōpironui kia tae atu ki ngā whakawātanga i tū ki Tāmaki Makaurau me Helensville. I tua atu i tērā, me pīkau anō i ngā utu mō te wāhi noho, te utu i ngā rūritanga, ngā utu ā-kōoti ā, i ētahi wā, me whakapau moni anō hoki mō ngā utu ā-ture.

2.66 Nā ngā hanganga ture ā-whenua o te rautau tekau mā iwa, ka whakawehea haeretia te toenga o ngā whenua o Te Kawerau ā Maki i roto i ngā poraka ōhanga kore. Nā, ka whai anō ko te whakawehewehe haeretanga tonu o ngā pānga takitahi, tūturu, ko ngā pānga nō tangata rāwaho kē. Ka mau tonu tēnei tikanga whakahaere ki roto i te rautau rua tekau.

TE WHENUA ME NGĀ RAWA O TE KAWERAU Ā MAKI I TE RAUTAU RUA TEKAU

2.67 I te tīmatanga o te rautau rua tekau ka mau taitara tonu a Te Kawerau ā Maki ki ētahi wāhanga o Waitākere me te poraka o Puketōtara, e tata ana ki te 1,5000 eka te nui. Ka whai pānga anō hoki, me ētahi atu iwi, ki te poraka o Kōpironui, ki te poraka mārakerake i te takutai moana i waenganui i Te Henga me Muriwai, tae atu ki ētahi wāhanga o ngā whenua oneone, kāore anō kia uiuitia ai, o te poraka o Puketapu, e noho pātata ana ki te oneone o Muriwai. Kāore he painga o ēnei whenua hei mahinga ahuwhenua ā, he wāhanga e nui tonu ana te hora o te whenua oneone me te repo.

2.68 Mai i te tau 1905 ka whakaritea e te Karauna he tikanga hou mō te whakahaeretanga o ngā whenua Māori mā ngā Pōari Whenua Māori. Ko te whāinga tonu, ko te whakangāwari i ngā raruraru whakahaeretanga whenua e ara ake nei, nā te tokomaha ake o ngā rangatira te whenua Māori. Mai i taua wā, ka whakahaerehia e te Pōrai Whenua Māori o Te Tokerau ngā whakawhitinga whenua e pā ana ki ngā whenua o Te Kawerau ā Maki i Waitākere, i Tirikōhua, i Puketapu (Woodhill Forest) me Kōpironui.

2.69 Ka whakawāngia e te Poari ngā whakawhitinga i whakaurua ai e ngā rangatira Māori ki ngā rōpū tūmataiti, pērā i te rīhi me te hoko. Ka whakawhiwhia, ka tohatohaina anō hoki ngā pūtea moni i utua mō te rīhi, mā te hoko rānei i te whenua, tae atu ki te kamupeniheihana i utua ki a ia mō ngā whenua i riro atu i ngā kaupapa mahinga tūmatanui. E hia kē nei ngā tau a Te Kawerau ā Maki e mate ana ki te āta whai i ngā whakaritenga o te tonotono ki te Poari me ana kairīwhi kia utungia rātou ki ō rātou ake moni tonu. Nā konā i whakahē ai ngā mana whakahaere katoa o Te Kawerau ā Maki. Me noho haepapa tonu te Poari ki te whakarite tikanga kia kaua a Te Kawerau ā Maki "e noho whenua kore ai" engari, auare ake.

2.70 Nō te tau 1907, whakatūria ai e te Karauna te Kōmihana Whenua Māori o Stout me Ngāta (Stout-Ngāta Māori Land Commission) kia āta tātaritia ngā whenua Māori e taea ai te whakawāteatanga atu hei wāhi nohonoho mō Tauiwi ā, kia whakataungia anō hoki ko ēhea ngā whenua me mau tonu ki te Māori. I te tau 1908, ka uiuitia e te Kōmihana ngā poraka o Puketapu me Kōpironui B2, he whenua i whaipānga ngātahitia ai e Te Kawerau ā Maki me tētahi atu iwi. Ka taunakitia e te Kōmihana kia pupuru tonutia ki te Māori ngā poraka o Kōprironui. Heoi anō kāore i uiuitia e te Kōmihanaa ngā toenga o ngā whenua rāhui o Te Kawerau ā Maki i Waitākere.

2.71 I te tau 1910, he oranga whakawehe te noho o te hapori o Te Kawerau ā Maki i Waitākere, he oranga i aukatia ki waho o te ōhanga auraki me te ahurea o Tauiwi. I tēnei wā hoki ka hangaia e te Auckland City Council te Pāpuni o Waitākere (Waitākere Dam).

Ka whati te rere noa o te Awa o Waitākere ā, ko te hua i puta, ko te riterite o ngā waipuketanga ki ngā kāinga me ngā māra kai o Te Kawera ā Maki i Waitī.

2.72 Mai i te tau 1920 ki te tau 1951, ka riro ki te Karauna ētahi pānga i mau tonu ai i a Te Kawerau ā Maki ki roto o Kōpironui me Puketapu, mā ngā hokonga here me te kaupapahere tango whenua a te Ture Mahinga Tūmatanui mō te tāmata whenua oneone e ahu atu ana i South Head. Ko te hanganga o te Woodhill Forest te hua i puta mai i te kaupapa tāmata whenua. Kotahi tonu atu te karanga a Te Kawerau ā Maki ki te Karauna mō tō rātou kaha whakahē kia whakawehea ō rātou pānga ki te poraka. Ka tāpae pētihana atu ki te Pāremata i te tau 1934 ā, ka tuhituhi tōtika atu ki te Pirīmia i te tau 1945. Ahakoa ngā tohetohenga a te Māori, ka whakawehea tonutia e te Karauna te nuinga o ngā whenua o Kōpironui e toe ana. Nō muri rawa mai i ngā tāpaetanga ā-tangata e pā ana ki te pupurutanga o Te Kawerau ā Maki ki te poraka o Kōpironui B2D2, ka whakaaengia e te Karauna kia mau tonu ki a Te Kawerau ā Maki tētahi 'whenua toenga', e rima eka noa iho te rahi ā, ko ētahi urupā e rua, kaua kē ko te papakāinga.

2.73 Ka whakangarohia anōtia ngā pānga ngātahi me iwi kē, o Te Kawerau ā Maki ki Puketapu, ahakoa te whakaaetanga e taea ai te toro ki ngā urupā nui whakaharahara i roto i te Woodhill Forest. Ka ngaro hoki i a Te Kawerau ā Maki te āheinga ā-ture ki ngā rawa kaimoana o One Rangatira (Muriwai Beach). Ka tuku kamupeniheihana ki ngā rangatira o ngā whenua i tangohia, tae atu ki ētahi tāngata nō Te Kawerau ā Maki. Pupurutia ana e te Poari Whenua Māori o Te Tokerau ēnei moni ā, ka tohatohaina haeretia i muri ake.

2.74 Mai i te tau 1939 ki te tau 1953, ka uiuitia e te Kooti Whenua Māori ētahi motu, motu iti hoki i te takutai moana o Waitākere. Ka whaiwāhi atu ko Te Piha (Lion Rock), ko Taitomo (Goat Island), i Piha ā, ko Te Ihumoana i Te Henga (Bethells Beach) ā, ko Kauwahaia i Awa Kauwahaia (O'Neills Bay). Ka tukuna motuhaketia he tiwhikete taitara mō te katoa o ngā motu ki a Te Kawerau ā Maki. Atu i a Taitomo, he motu toka, uaua te taetanga atu, i te tonga o Piha, ka tere hokona katoatia ki ngā kaitono Tauiwi nō muri tonu mai i ngā whakawātanga, nā te kaha hiahia o Te Kawerau ā Maki ki ngā mono pūtea. Ko Taitomo anake te pihi whenua e pupurutia tonutia ana e Te Kawerau ā Maki i te rohe o Waitākere huri noa i tēnei wā.

2.75 I ngā tau 1950 me ngā tau 1960, ka akiakina a Te Kawerau ā Maki e Te Tari Māori ki te hoko i ō rātou pānga whenua ā-taitara maha i Waitākere hei hāpai moni mō te whakatūtū whare ki ngā whaitua o Tāmaki Makaurau. I tēnei wā, kāore a Te Kawerau ā Mahi i te noho pūmau atu ki te rohe o Waitākere ā, kua pākia hoki ki ngā āhuatanga ōhanga taumaha rawa. Ka akiakina hoki rāou e ngā kaupapahere a te Karauna kia heke te Māori mai i ngā wāhi tuawhenua ki ngā takiwā o te tāone, mā reira rātou e uru pai ai rātou ki roto i te ahurea auraki ā, ka pērā anō te whakahau a te Hunn Report i te tau 1960. I te tau 1962, ka pupurutia ngā toenga whenua o Te Kawerau ā Maki i Waitākere me Puketōtara e ngā kaiwhai pānga kei wāhi kē atu e noho ana ā, e 300 ngā hea ōhangakore ō rātou e pupuru katoatia ana. I marama o Mei i te tau 1965 ka hokona atu te whenua ki te kaihoko Tauiwi.

2.76 Mā te tari me te kōhanga tupu o Woodhill Forest e taea ai te āheinga ki ngā whenua toenga o Te Kawerau ā Maki ki Kaipara ki te tonga, arā ki Part Kōpironui B2D2. I ngā tau 1980 ka whakahoungia e te Karauna te New Zealand Forest Service tae atu ki ngā mahi whakahaere i Woodhill me te kore whakamōhio atu ki a Te Kawerau ā Maki. Ka hokona atu ngā mana tope rākau ki te rohe, e kīia ana ko Woodhill Forest, ki tētahi rōpū

tūmataiti. Ka pā tonu ngā taumahatanga āheinga o Te Kawerau ā Maki ki te whenua toenga, e 5 eka te nui, i te poraka o Kōpironui.

2.77 Ka mau tonu te āwangawanga ki a Te Kawerau ā Maki i roto i te rautau rua tekau mō te mana o tētahi whenua kua roa e whakaarohia ana, nō rātou kē te rangatiratanga, ko Parihoa te ingoa. Mai anō i ngā whakatupuranga maha tēnei whenua kei te taha moana, e kaingākau nuitia ana e Te Kawerau ā Maki nā te mea, he āheinga atu ki te tītī me te roanga atu o ngā momo kaimoana. E whakapaetia ana, ka uru a Parihoa ki te hokonga a te Karauna i te poraka o Puatainga i te tau 1854. Nō muri kē mai, kua kitea i runga i ngā mahere rūri hei 'rāhui taketake' engari, kāore i whakaaengia ki te taitara. Kāore hoki a Te Kawerau ā Maki i tono kia whakamanahia te taitara e te Kooti Whenua Māori i te rautau tekau mā iwa. Mai i ngā tau 1920, ka whakamanahia a Parihoa e te Karauna hei whenua rāhui i te takutai moana ā, nō muri mai anō ka tangohia hei wāhanga o te Muriwai Marginal Strip. I roto i ēnei wā, ka haere mā Parihoa a Te Kawerau ā Maki ki te kohikohi kaimoana.

NGĀ WHAKAPUTANGA Ā-PAPORI, Ā-ŌHANGA O TE NOHO WHENUA KORE ME TE NOHO WHAKAWEHE MAI I NGĀ TAU 1850 KI NGĀ TAU 1960

2.78 I te wā o te tau 1840, he pānga whenua tuku iho ō Te Kawerau ā Maki ki ngā rawa o te rākau i ngā Waitākere Ranges. Ka whai pānga tuku iho ngātahi anō hoki me ētahi atu rōpū, a Te Kawerau ā Maki, e ahu atu ana ki ētahi wāhanga ki runga ake o te Whanga o Waitematā, i Kaipara ki te tonga, i te North Shore me Mahurangi. I tēnei wā, e noho whenua kore ana a Te Kawerau ā Maki, e pupuru taitara ana ki te motu o Taitomo i Piha anake, tae atu ki ngā eka e rima o te 'toenga' i Kōpironui, i Woodhill. Kei Ihumātoa ētahi o ngā whānau o Te Kawerau ā Maki e noho ana engari, kua marara haere te tino nuinga ki te rohe whānui o Tāmaki Makaurau ā, ki tua noa atu hoki. Kāore he marae ō Te Kawerau ā Maki i tēnei wā, kāore anō hoki tō rātou mana whakahaere ki te urupā hei nehu i ō rātou mate.

2.79 Mai anō i ngā tau 1850, ka whakawehewehea haeretia ā-ōhanga, ā- papori a Te Kawerau ā Maki ki waho o te ahurea Tauiwi e whakatupuria ake ana i Tāmaki Makaurau. He pōturi nō te hunga nohonoho ki te whai i ngā whenua rahi te rākau o te rohe ā, ruarua noa iho ngā rori i hangaia ki reira i roto i te rautau tekau mā iwa. Kāore ngā tāngata Tauiwi i noho atu ki te rohe ake o Te Kawerau ā Mahki i hari mai i ngā painga pērā rawa i wawatia ai e Te Kawerau ā Maki.

2.80 I ngā tau 1880, nā te whakawehe haeretanga o ō rātou whenua ā, ka hūnuku ētahi o ngā whānau nō Te Kawera ā Maki ki Parihaka, i Taranaki kia whāia ai te poropiti, te rangatira a Te Whiti o Rongomai. Kāore rawa ētahi mō te hoki mai anō.

2.81 Ko ngā whānau o Te Kawerau ā Maki i noho tonu atu ki runga i ō rātou ake whenua tūpuna, he kāinga ō rātou i Waitākere, i Muriwai, i Kōpironui hoki. Ka whai oranga rātou mai i ngā mahi o te whenua ā, ka uru rātou ki roto i te ōhanga ā-moni mā ngā mahi keri pia, mā te mahi rānei mō ngā umanga mīra ā-rākau, ā-harakeke hoki o te rohe. Tae rawa ake ki te mutunga o te rautau tekau mā iwa, pōhara ake ana ngā āhuatanga oranga o te Māori i ō ngā hapori Tauiwi i ō rātou taha.

2.82 I ngā tekautau tuatahi o te rautau rua tekau, ka marara haere anō a Te Kawerau ā Maki ki te nohonoho ki wāhi kē. Ko te whiwhi mahi me te whai āheinga atu ki ngā kura

mātauranga mō ā rātou tamariki te tino take i mahue atu ai i te iwi ō rātou whenua e toe tonu ana ā, ka whakatū kāinga anō rātou ki Ōrākei, ki Ihumātao, ki Pūkaki hoki i ngā tahataha o te Whanga o Manukau. Nō te whakatūtanga rā anō o ngā kura i Waitākere i te tau 1921, i Te Henga anō i te tau 1933, kāore te hapori o Te Kawerau ā Maki i te noho pūmau atu ki reira. I ētahi wā, kua hūnuku atu ētahi kia tata ake te noho ki ngā kāinga tūpuna, ahakoa ki runga whenua tūmataiti nō Tauiwi kē i nāiaanei, tae atu ki ngā whenua i Marae ō Hine, ki Pāremoremo ā, ki Awataha (Northcote) hoki.

2.83 He pērā tahi anō a Te Kawerau ā Maki ki ngā hapori i wāhi kē atu, i pākia kinotia ai e ngā mate urutā i whakaurua mai i te rautau tekau mā iwa me ngā tau tōmua o te rautau rua tekau. Kāore rawa he putanga ki ngā ratonga ā-rongoā ā, ka whai anō ko ngā tini matemate o te hauora.

2.84 Mai i ngā tau 1930 ki ngā tau 1950, ka whakaū a Te Kawerau ā Maki kia noho tonu atu ētahi o te iwi ki runga i ō rātou kāinga tawhito i Waitākere, ko Waitī tērā, ko Parawai (Te Henga) tērā. Heoi anō, he whenua kore arumoni ēnei toenga whenua ā, he poraka iti noa iho me te maha noa atu o ngā rangatira. Kāore i taea e ngā tāngata nō Te Kawerau ā Maki i hiahia tonu ki te noho atu ki reira, kia whiwhi pūtea taurewa hei hanga whare, pērā hoki mō runga i te poraka o Puketōtara e noho huarahi kore tonu ana. Taka rawa mai ki ngā tau 1960 i waho kē atu i ō rātou whenua tūpuna te katoa o Te Kawerau ā Maki e noho ana ā, he tokomaha tonu e noho ana hei kainoho whare kāwanatanga i te tonga me te uru o Tāmaki Makaurau.

2.85 Ko te whakapono o Te Kawerau ā Maki i tēnei wā, nā ngā mahinga me ngā takahitanga a te Karauna, inā kua whakarārangitia mai i konei, kua tau ngā āhuatanga o te rawa kore ā, kia whakatauritea ai, o te hauora kino, o te kore huarahi whai mātauranga, o te kore whakatutuki whāinga ā-mātauranga anō hoki tae atu ki te whatitanga ā-ahurea. Nā te whakapūmautanga ki te kaupapahere o te whakangarongaro whenua me te heke haere ki ngā tāone nunui, ka memeha mai rā anō ngā hanganga ā-iwi o Te Kawerau ā Maki ā, ka whai anō, ko te whakangarotanga atu o te tuakiritanga ā-iwi o te tokomaha tāngata. Ahakoa ngā āhuatanga kino kua pā ki a Te Kawerau ā Maki, ko te tūmanako mā te whakatika rā anō o te Karauna i ō rātou takahitanga ā-Tiriti e karanga mai ai te huarahi whakamua mō te iwi hei ngā tau e heke mai ana.

3 ACKNOWLEDGEMENT AND APOLOGY

ACKNOWLEDGEMENT

3.1 The Crown acknowledges that until now it has failed to deal with the long-standing grievances of Te Kawerau ā Maki in an appropriate way and that recognition of these grievances is long overdue.

3.2 The Crown acknowledges that Te Kawerau ā Maki has honoured its obligations under the Treaty of Waitangi since 1840.

3.3 The Crown acknowledges that in considering pre-Treaty land transactions and pre-emption waiver purchases for lands in which Te Kawerau ā Maki had interests, it breached the Treaty of Waitangi and its principles when it:

3.3.1 failed to consider the interests of Te Kawerau ā Maki before approving these transactions; and

3.3.2 applied a policy of taking surplus lands from these transactions without assessing the adequacy of lands that Te Kawerau ā Maki held.

3.4 The Crown acknowledges that it did not properly apply certain regulations for pre-emption waiver transactions, including for lands in the West Auckland and upper-Waitemata Harbour regions. The Crown also acknowledges that it did not always protect Māori interests during investigation into these transactions.

3.5 The Crown acknowledges that in purchasing the extensive area called "Mahurangi and Omaha" in 1841 it breached the Treaty of Waitangi and its principles when it:

3.5.1 failed to conduct an adequate investigation of customary rights when it purchased the land;

3.5.2 acquired the land without the knowledge and consent of Te Kawerau ā Maki; and

3.5.3 failed to provide adequate compensation and reserves for the future use and benefit of Te Kawerau ā Maki when it later learned of their interests in the purchase area.

3.6 The Crown further acknowledges that:

3.6.1 it failed to adequately survey and define the "Mahurangi and Omaha" purchase and this caused confusion and uncertainty for Te Kawerau ā Maki; and

3.6.2 the process whereby the Crown granted land to settlers within the "Mahurangi and Omaha" purchase area compounded the prejudice arising from the 1841 transaction.

3.7 The Crown acknowledges that in purchasing the extensive area called "Hikurangi" in 1853-1854 it breached the Treaty of Waitangi and its principles when it:

3.7.1 failed to conduct an adequate investigation of customary rights when it purchased this land;

3.7.2 acquired the land without the knowledge or consent of Te Kawerau ā Maki; and

3.7.3 failed to provide adequate compensation or reserves for the future use and benefit of Te Kawerau ā Maki when it later learned of their interests in the land.

3.8 The Crown acknowledges that the 1853 and 1854 purchase deeds for Hikurangi, Paeōterangi and Puatainga contained provisions that ten per cent of the proceeds of sale were to be expended for the benefit of Māori and for specific payments to be made to the vendors. The Crown failed to keep adequate records after 1874 and the vendors, including Te Kawerau ā Maki, received no further identifiable benefit under the "ten per cent" provision.

3.9 The Crown acknowledges that when it purchased a large amount of land in the Waitākere region between 1853 and 1856 it failed to actively protect Te Kawerau ā Maki by ensuring adequate lands were reserved from the purchase and thereafter protected from alienation and this was in breach of the Treaty of Waitangi and its principles.

3.10 The Crown acknowledges that:

3.10.1 it introduced the native land laws without consulting Te Kawerau ā Maki and the individualisation of title imposed by these laws was inconsistent with Te Kawerau ā Maki tikanga;

3.10.2 Te Kawerau ā Maki had no choice but to participate in the Native Land Court system to protect their interests in their lands and to integrate into the modern economy;

3.10.3 the Native Land Court title determination process carried significant costs, including survey and hearing costs, which at times contributed to the alienation of Te Kawerau ā Maki land; and

3.10.4 the operation and impact of the native land laws made the lands of Te Kawerau ā Maki more susceptible to partition, fragmentation and alienation. This further contributed to the erosion of tribal structures of Te Kawerau ā Maki which were based on collective ownership of land. The Crown failed to take adequate steps to actively protect those structures. This had a prejudicial effect on Te Kawerau ā Maki and was a breach of the Treaty of Waitangi and its principles.

3.11 The Crown acknowledges that it did not promote any means in the native land law legislation for a form of collective title enabling Te Kawerau ā Maki to administer and utilise their lands until 1894, by which time title to much Te Kawerau ā Maki land had been awarded to individuals. The failure to promote a legal means for collective administration of Te Kawerau ā Maki land was a breach of the Treaty of Waitangi and its principles.

3.12 The Crown acknowledges that lands of significance to Te Kawerau ā Maki at Kopironui and elsewhere were acquired by the Crown for sand-dune reclamation purposes between 1920 and 1951, including through compulsory taking. The Crown acknowledges that it did not work with Te Kawerau ā Maki to find an alternative to compulsory acquisition and that the loss of these lands has hindered Te Kawerau ā Maki access to urupā, kaimoana and other resources and that this acquisition has been a major grievance for Te Kawerau ā Maki.

3.13 The Crown acknowledges the loss of Te Kawerau ā Maki wāhi tapu through Crown and private purchases and public works takings and that this loss was prejudicial to Te Kawerau ā Maki cultural and spiritual well-being.

3.14 The Crown acknowledges that Te Kawerau ā Maki have experienced ongoing difficulties in accessing and managing their few remaining lands.

3.15 The Crown acknowledges that the cumulative effect of the Crown purchasing, public works takings and private purchasing has left Te Kawerau ā Maki virtually landless. The Crown's failure to ensure that Te Kawerau ā Maki were left with sufficient land for their present and future needs was a breach of the Treaty of Waitangi and its principles. This hindered the social, economic and cultural development of Te Kawerau ā Maki as a tribe, and undermined the ability of Te Kawerau ā Maki to protect and manage their taonga and their wāhi tapu, and to maintain spiritual connections to their lands. The Crown further acknowledges that this has severely impacted on the well-being of Te Kawerau ā Maki today.

APOLOGY

3.16 The Crown makes this apology to Te Kawerau ā Maki and to their ancestors and descendants.

3.17 The Crown recognises the grievances of Te Kawerau ā Maki are long-held and acutely felt. For too long the Crown has failed to appropriately respond to your claims for redress and justice. The Crown now makes this apology to Te Kawerau ā Maki, to your ancestors and descendants.

3.18 The Crown profoundly regrets its breaches of the Treaty of Waitangi and its principles which resulted in the alienation of much Te Kawerau ā Maki land by 1856. The Crown is deeply sorry for its subsequent failure to protect those lands which were reserved for Te Kawerau ā Maki. The loss of the entirety of these reserve lands, and of your other traditional lands, has had devastating consequences for the spiritual, cultural, social, economic and physical well-being of Te Kawerau ā Maki. These consequences continue to be felt to this day.

3.19 The Crown unreservedly apologises for not having honoured its obligations to Te Kawerau ā Maki under the Treaty of Waitangi. Through this apology and this settlement the Crown seeks to atone for its wrongs and lift the burden of grievance so that the process of healing can begin. By the same means the Crown hopes to form a new relationship with the people of Te Kawerau ā Maki based on mutual trust, co-operation and respect for the Treaty of Waitangi and its principles.

WHAKAAETANGA KI TE WHAKATAUNGA A TE KAWERAU Ā MAKI

3.1 E whakaae ana te Karauna, mōhoa noa nei, nōna i hē ai ki te whakatikatika i ngā aureretanga nō mai rā anō o Te Kawerau ā Maki i runga i te tika me te pono ā, kua roa rawa te wā e noho tārewa tonu ana ēnei nawe.

3.2 **E** whakaae ana te Karauna, e te mau tonu a Te Kawerau ā Maki ki ōna here ki raro i Te Tiriti o Waitangi mai i te tau 1840.

3.3 **E** whakaae ana te Karauna, nā te whakatau i ngā whakawhitinga whenua nō mua i te Tiriti me ngā hokonga ā-unu mana hoko mō ngā whenua i whai pānga atu ai a Te Kawerau ā Maki, he takahitanga tērā i te Tiriti o Waitangi me ōna mātāpono inā

3.3.1 kāore i āta whakaarohia ngā pānga tuku iho o Te Kaweau ā Maki i mua i te whakaaetanga atu o ēnei whakawhitinga; ā

3.3.2 ka whakahaeretia he kaupapahere e hāngai ana ki te tango i ngā whenua e toe ana i ēnei whakawhitinga me te kore aro atu ki te hāngaitanga o ngā whenua i pupurutia tonutia ai e Te Kawerau ā Maki.

3.4 E whakaae ana te Karauna, kāore ia i āta whakarite here e pā ana ki ngā whakawhitinga ā-unu mana hoko, tae atu ki ngā whenua i Tāmaki Makaurau ki te Uru me ngā rohe o te Whanga o Watematā ki runga. **E** whakaae hoki ana te Karauna, kāore i āta tiakina e ia ngā pānga Māori i ngā wā katoa i te wā o ngā uiuitanga i ēnei whakawhitinga.

3.5 E whakaae ana te Karauna, nā tana hokonga i te whenua rarahi nei e kīia ana, ko "Mahurangi me Ōmaha" i te tau 1841, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātāpono inā:

3.5.1 kāore I whakahaeretia he āta uiuitanga e pā ana ki ngā mana tuku iho i te wā tonu o taua hokonga whenua;

3.5.2 ka riro whenua atu ki a ia me te kore mōhiotanga me te kore whakaaetanga o Te Kāwerau ā Maki; ā

3.5.3 kāore i tukuna he kamupeniheihana e tika ana, tae atu ki ngā whenua rāhui hei whakamahinga, hei painga anō hoki mō Te Kawerau ā Maki i te whakamōhiotanga atu i muri mai, he pānga nō rātou ki te rohe whenua i hokona ai.

3.6 **E** whakaae ana hoki te Karauna:

3.6.1 kāore i āta rūrihia, kāore hoki i āta tūtohua e ia te hokonga o "Mahurangi me Ōmaha" ā, nā konā i tau ai te pōnānātanga me te kaha āwangawanga ki a Te Kawerau ā Maki; ā

3.6.2 nā te tikanga whakahaere i taea ai e te Karauna te whakaae whenua atu ki a Tauiwi ki roto i te rohe hoko o "Mahurangi me Ōmaha", ka muramura te kiriwetitanga i tupu ake ai i te whakawhitinga I te tau 1841.

3.7 E whakaae ana te Karauna, ko te hokonga o te whenua rarahi tonu e kīia ana ko "Hikurangi" i te tau 1853 ki te tau 1854, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātāpono inā:

3.7.1 kāore i whakahaeretia he āta uiuitanga e pā ana ki ngā mana tuku iho i te wā tonu o te hokonga o tēnei whenua;

3.7.2 ka riro atu ki a ia te whenua me te kore mōhiotanga atu me te kore whakaaetanga atu o Te Kawerau ā Maki; ā

3.7.3 kāore i tukuna he kamupeniheihana e tika ana, he whenua rāhui rānei hei whakamahinga, hei painga mō Te Kawerau ā Maki i te whakamōhiotanga atu i muri mai, he pānga ō rātou ki te whenua.

3.8 E whakaae ana te Karauna, kei roto I ngā whakaaetanga hoko o te tau 1853 me te tau 1854 mō Hikurangi, mō Paeōterangi me Putainga, ētahi whakaritenga kia whakapaungia te tekau ōrau o ngā pūtea moni hei oranga mō te Māori ā, kia utua tōtika atu hoki he moni ki ngā kaihoko o te whenua. Kāore te Karauna i tiaki pūrongo e tika ana i muri i te tau 1874 ā, kāore ngā kaihoko, tae atu ki a Te Kawerau ā Maki, i whiwhi painga ake i muri mai i raro i te whakaritenga o "te tekau ōrau"

3.9 E whakaae ana te Karauna, i te wā o tana hokonga i te whānui o ngā whenua i te rohe o Waitākere i waenganui i te tau 1853 me te tau 1856, kāore i āta whakamarumarutia e ia a Te Kawerau ā Maki, mā te whakarato whenua rāhui e tika ana mai i te hokonga, he whenua e kore rawa e whakawehea ai ā, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātāpono.

3.10 E whakaae ana te Karauna:

3.10.1 Ka whakaturea e ia ngā ture whenua Māori me te kore whiriwhiri kōrero atu ki a Te Kawerau ā Maki ā, ko te whakatakitahitanga ā-taitara i whakaritea e ēnei ture, he taupatupatu tērā i ngā tikanga o Te Kawerau ā Maki;

3.10.2 kāore he putanga atu ki a Te Kawerau ā Maki ā, ka mate ki te whaiwāhi ki ngā tikanga whakahaere o Te Kooti Whenua Māori hei whakamarumaru i ō rātou ake pānga ki ō rātou ake whenua ā, mā reira e uru pai ai rātou ki roto i te ōhanga o nāianei;

3.10.3 he taumaha hoki ngā utunga i puta mai i te tikanga whakahaere mō te whakatau taitara a Te Kooti Whenua Māori, tae atu ki ngā utu rūri, ngā utu whakawā hoki ā, i ētahi wā, ko te whakawehewehe whenua o Te Kawerau ā Maki te papa; ā

3.10.4 nā te whakahaeretanga me te papānga o ngā ture whenua Māori ka noho mōrearea ngā whenua o Te Kawerau ā Maki kei wāwāhia, kei whakarohea, kei whakawehea tonu. Ka whai anō, ko te turakitanga o ngā hanganga ā-iwi o Te Kawerau ā Maki, he mea i takea mai i tō rātou rangatiratanga ā-ohu ki te whenua. Kāore i āta tiakina e te Karauna ēnei hanganga ā-iwi. Ka pā te kiriweti

ki a Te Kawerau ā Maki ā, i tua atu, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātāpono.

3.11 E whakaae ana te Karauna, kāore ia i whakawātea mai he huarahi i roto i ngā hanganga ture whenua mō tētahi momo taitara ā-ohu e taea ai e Te Kawerau ā Maki te whakahaere, te whakamahi hoki ō rātou whenua kia tae rā anō ki te tau 1894. Ā, ko te mate kē, kua tukuna kētia te taitara ki ngā tāngata takitahi. Ko te kore whakatū huarahi ā-ture e taea ai te whakahaeretanga ā-ohu mō ngā whenua o Te Kawerau ā Maki, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātāpono.

3.12 **E** whakaae ana te Karauna, ka riro atu ki a ia ngā whenua nui whakaharahara ki a Te Kawerau ā Maki i Kōpironui me ētahi atu wāhi hei mahinga tāmata whenua oneone i waenganui i te tau 1920 me te tau 1951 ā, i ētahi wā, nā te here o te ture. **E** whakaae ana te Karauna, kāore ia i mahi ngātahi ai me Te Kawerau ā Maki ki te kimi huarahi kē i tua atu i te rironga noa ā, nā te whakangarongo atu o ēnei whenua ka aukatingia te āta āheinga atu ki ngā urupā, ki ngā wāhi kaimoana me ērā atu rawa tūpuna ā, ko te otinga o tēnei hokonga, e ngau kino tonu nei i te manawa o Te Kawerau ā Maki.

3.13 E whakaae ana te Karauna, nā te whakangarotanga atu o ngā wāhi tapu o Te Kawerau ā Maki nā ngā hokonga a te Karauna, a te tangata takitahi rānei, me ngā tangohanga hei mahinga tūmatanui, ko te pānga kino mai ki te oranga ā-tikanga, ā-wairua anō hoki o Te Kawerau ā Maki te otinga.

3.14 **E** whakaae ana te Karuna, he riterite tonu ngā taumahatanga e pā ana ki a Te Kawerau ā Maki mō te whakaāheinga atu me te whakahaeretanga o ō rātou whenua e toe tonu ana.

3.15 **E** whakaae ana te Karauna, ko te otinga atu o ngā hokonga a te Karauna, ngā rirotanga atu mō ngā mahinga tūmatanui tae atu ki ngā hokonga ā-tangata tūmataiti, kua tata noho whenua kore a Te Kawerau ā Maki. **N**ā te kore whakaū a te Karauna kia whakarāhuitia ngā whenua e tika ana hei whakatutukitanga i ō rātou wawata mō nāianei, mō ngā rā kei mua hoki, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātāpono. **N**ā ēnei mahi ka whakapōreareatia te whakawhanaketanga ā-papori, ā-ōhanga, ā- tikanga anō hoki o Te Kawerau ā Maki hei iwi tonu ā, kua whakamemehatia te kaha o Te Kawerau ā Maki ki te whakamarumaru, ki te whakahaere i ō rātou taonga me ō rātou wāhi tapu ā, ki te mau tonu ki ngā hononga ā-wairua ki ō rātou whenua. E whakaae anō ana te Karauna, kua pā kino mai ēnei āhuatanga ki te oranga o Te Kawerau ā Maki i ēnei ra.

WHAKAPĀHATANGA A TE KARAUNA MŌ TE KAWERAU Ā MAKI

3.16 **E** whakaae ana te Karauna, e ngau kino tonu ana ngā mamaetanga o Te Kawerau ā Maki mai rā anō.

3.17 **E** Te Kawerau ā Maki, kua roa rawa te Karauna e koroiroi ana kia tika te urupare atu ki a koutou, e Te Kawerau ā Maki, hei whakatika hē, hei whakatau tikanga. Ko tēnei te whakapāhatanga atu a Te Karauna ki a Te Kawerau ā Maki, ki ō koutou tūpuna, ki ō koutou uri anō hoki.

3.18 **E** kaha pouri ana te Karauna mō ōna takahitanga i Te Tiriti o Waitangi me ōna mātāpono i whakangarongaro atu ai te nui o ngā whenua o Te kawerau ā Maki tae noa mai ki te tau 1856. **E** ngākau pōuri ana te Karauna ki tōna kore e aro atu, i muri mai, ki te whakamarumaru i ērā whenua i whakarāhuitia ai mō Te Kawerau ā Maki. **N**ō te whakawehewehetanga atu o te katoa o ēnei whenua rāhui, me ō koutou whenua taketake anō hoki, ka patua te oranga ā-wairua, ā-tikanga, ā-ōhanga, ā-tinana hoki o Te Kawerau ā Maki. Ka ngaua tonutia ēnei āhuatanga i ēnei rā tonu.

3.19 **E** whakapāha ana te Karauna me te kore here, mō te kore whakatutuki i ōna here ki a Te Kawerau ā Maki i raro i Te Tiriti o Waitangi. Mā tēnei whakapāhatanga me tēnei whakataunga e rīpenetā ana ia mō ōna mahi hē ā, mā konā e hiki ai te kawenga o te mamae kia tīmata ai he wā hei whakaoratanga anō. Mā reira hoki e hanga hononga hou me ngā tāngata o Te Kawerau ā Maki nā runga i te pono tahitanga, te mahi tahitanga me te aronui mō Te Tiriti o Waitangi me ōna mātāpono.

4 SETTLEMENT

ACKNOWLEDGEMENTS

4.1 Each party acknowledges that –

4.1.1 the other parties have acted honourably and reasonably in relation to the settlement; but

4.1.2 full compensation of Te Kawerau ā Maki is not possible; and

4.1.3 Te Kawerau ā Maki intends their foregoing of full compensation to contribute to New Zealand's development; and

4.1.4 the settlement is intended to enhance the ongoing relationship between Te Kawerau ā Maki and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).

4.2 Te Kawerau ā Maki acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

SETTLEMENT

4.3 Therefore, on and from the settlement date, –

4.3.1 the historical claims are settled; and

4.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and

4.3.3 the settlement is final.

4.4 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

REDRESS

4.5 The redress, to be provided in settlement of the historical claims, –

4.5.1 is intended to benefit Te Kawerau ā Maki collectively; but

4.5.2 may benefit particular members, or particular groups of members, of Te Kawerau ā Maki if the governance entity so determines in accordance with the governance entity's procedures.

TĀMAKI MAKAURAU COLLECTIVE REDRESS DEED

4.6 The parties record that the Tāmaki Makaurau collective redress deed –

4.6.1 provides for the following redress:

Cultural redress in relation to inner Hauraki Gulf

(a) cultural redress in relation to particular Crown-owned portions of maunga and motu of the inner Hauraki Gulf:

(b) governance arrangements relating to four motu of the inner Hauraki Gulf:

Cultural redress in relation to Tāmaki Makaurau Area

(c) a relationship agreement with the Crown, through the Minister of Conservation and the Director-General of Conservation, in the form set out in part 2 of the documents schedule to the Collective Redress Deed, in relation to public conservation land in the Tāmaki Makaurau Region (as defined in the relationship agreement):

(d) changing the geographic names of particular sites of significance in the Tāmaki Makaurau Area:

Commercial redress in relation to RFR land

(e) a right of first refusal over RFR land, as defined in the Collective Redress Deed, for a period of 172 years from the date the right becomes operative:

Right to purchase any non-selected deferred selection properies

(f) a right to purchase any property –

(i) in relation to which one of Ngā Mana Whenua o Tāmaki Makaurau has a right of deferred selection under a deed of settlement with the Crown; but

(ii) that is not purchased under that right of deferred selection; and

Acknowledgement in relation to cultural redress in respect of the Waitematā and Manukau harbours

includes an acknowledgement that, although the Collective Redress Deed does not provide for cultural redress in respect of the Waitematā and the Manukau harbours, that cultural redress is to be developed in separate negotiations between the Crown and Ngā Mana Whenua o Tāmaki Makaurau.

IMPLEMENTATION

4.7 The settlement legislation will, on the terms provided by sections 14 to 19 of the draft settlement bill, –

4.7.1 settle the historical claims; and

4.7.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and

4.7.3 provide that the legislation referred to in section 16(2) of the draft settlement bill does not apply –

(a) to a redress property, a purchased deferred selection property if settlement of that property has been effected, or any RFR land; or

(b) for the benefit of Te Kawerau ā Maki or a representative entity; and

4.7.4 require any resumptive memorial to be removed from a computer register for a redress property, a purchased deferred selection property if settlement of that property has been effected, or any RFR land; and

4.7.5 provide that:

(a) the rule against perpetuities and the Perpetuities Act 1964 does not apply to a settlement document; and

(b) does not prescribe or restrict the period during which –

(i) the trustees of Te Kawerau Iwi Settlement Trust may hold or deal with property; and

(ii) the trust may exist; and

4.7.6 require the Secretary for Justice to make copies of this deed publicly available.

4.8 Part 1 of the general matters schedule provides for other action in relation to the settlement.

5 CULTURAL REDRESS

WHENUA RAHUI

5.1 The settlement legislation will, on the terms provided by sections 43 to 54 of the draft settlement bill, –

5.1.1 declare Taumaihi (part of Te Henga Recreation Reserve) (as shown on deed plan OTS-106-04) subject to a Whenua Rahui; and

5.1.2 provide the Crown's acknowledgement of the statement of Te Kawerau ā Maki values in relation to the site; and

5.1.3 require the New Zealand Conservation Authority, or a relevant conservation board, –

(a) when considering a conservation management strategy or conservation management plan, in relation to the site, to have particular regard to the statement of Te Kawerau ā Maki values, and the protection principles, for the site; and

(b) before approving a conservation management strategy or conservation management plan, in relation to the site, to –

(i) consult with the governance entity; and

(ii) have particular regard to its views as to the effect of the document on the Te Kawerau ā Maki values, and the protection principles, for the site; and

5.1.4 require the Director-General of Conservation to take action in relation to the protection principles; and

5.1.5 enable the making of regulations and bylaws in relation to the site.

5.2 The statement of Te Kawerau ā Maki values, the protection principles, and the Director-General's actions are in the documents schedule.

STATUTORY ACKNOWLEDGEMENTS

5.3 The settlement legislation will, on the terms provided by sections 26 to 34 of the draft settlement bill, –

5.3.1 provide the Crown's acknowledgement of the statements by Te Kawerau ā Maki of their particular cultural, spiritual, historical, and traditional association with the following areas:

(a) Taumaihi (part of Te Henga Recreation Reserve) (as shown on deed plan OTS-106-04):

(b) Motutara Settlement Scenic Reserve and Goldie Bush Scenic Reserve (as shown on deed plan OTS-106-10); and

(c) Swanson Conservation Area (as shown on deed plan OTS-106-08); and

(d) Henderson Valley Scenic Reserve (as shown on deed plan OTS-106-09); and

(e) Motutara Domain (part Muriwai Beach Domain Recreation Reserve) (as shown on deed plan OTS-106-20); and

(f) Whatipu Scientific Reserve (as shown on deed plan OTS-106-21); and

(g) Coastal statutory acknowledgement (as shown on deed plan OTS-106-14); and

(h) Waitakere River and its tributaries (as shown on deed plan OTS-106-13); and

(i) Kumeu River and its tributaries (as shown on deed plan OTS-106-11); and

(j) Rangitopuni Stream and its tributaries (as shown on deed plan OTS-106-12); and

(k) Te Wai-o-Pareira / Henderson Creek and its tributaries (as shown on deed plan OTS-106-18); and

5.3.2 require relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgements; and

5.3.3 require relevant consent authorities to forward to the governance entity –

(a) summaries of resource consent applications within, adjacent to or directly affecting a statutory area; and

(b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and

5.3.4 enable the governance entity, and any member of Te Kawerau ā Maki, to cite the statutory acknowledgement as evidence of Te Kawerau ā Maki's association with any of the areas.

5.4 The statements of association are in the documents schedule.

DEEDS OF RECOGNITION

5.5 The Crown must, by or on the settlement date, provide the governance entity with a copy of a deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation, in relation to Motutara Settlement Scenic Reserve and Goldie Bush Scenic Reserve (as shown on deed plan OTS-106-10).

5.6 Each area that a deed of recognition relates to includes only those parts of the area owned and managed by the Crown.

5.7 A deed of recognition will provide that the Minister of Conservation and the Director-General of Conservation must, if undertaking certain activities within an area that the deed relates to, –

5.7.1 consult the governance entity; and

5.7.2 have regard to its views concerning association of Te Kawerau ā Maki with the area as described in a statement of association.

PROTOCOLS

5.8 Each of the following protocols must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister:

5.8.1 the Crown Minerals protocol:

5.8.2 the taonga tūturu protocol.

5.9 A protocol sets out how the Crown will interact with the governance entity with regard to the matters specified in it.

FORM AND EFFECT OF DEEDS OF RECOGNITION AND PROTOCOLS

5.10 Each deed of recognition and protocol will be –

5.10.1 in the form in the documents schedule; and

5.10.2 issued under, and subject to, the terms provided by sections 20 to 39 of the draft settlement bill.

5.11 A failure by the Crown to comply with a deed of recognition or protocol is not a breach of this deed.

CULTURAL REDRESS PROPERTIES

Settlement date vesting

5.12 The settlement legislation will vest in the governance entity on the settlement date –

In fee simple

5.12.1 the fee simple estate in the following sites:

(a) Te Henga site A:

(b) Wai Whauwhaupaku; and

In fee simple subject to a conservation covenant

5.12.2 the fee simple estate in the following sites, subject to the governance entity providing a registrable conservation covenant in relation to that site in the form in, respectively, part 7.1 and 7.2 of the documents schedule:

(a) Muriwai:

(b) Opareira; and

In fee simple subject to a conservation covenant and an easement

5.12.3 the fee simple estate in Parihoa site A subject to the governance entity providing a registrable conservation covenant and easement in relation to that site, each in the form in, respectively, part 7.3 and 7.4 of the documents schedule; and

As a historic reserve

5.12.4 the fee simple estate in Parihoa site B as a historic reserve with the governance entity as the administering body; and

As a historic reserve subject to an easement

5.12.5 the fee simple estate in Te Henga site B as a historic reserve, with the governance entity as the administering body, subject to the governance entity granting a registrable easement in relation to that site in the form in part 7.5 of the document schedule; and

In fee simple set apart as a Maori reservation

5.12.6 the fee simple estate in Te Onekiritea Point property set apart as a Maori reservation for the purposes of a marae.

Later vesting

5.12A The settlement legislation will vest in the governance entity the fee simple estate in Te Kawerau Pā as a scientific reserve, which will continue to be administered by the Department of Conservation under the Reserves Act 1977 and the Conservation Act 1987 as if the vesting had not occurred.

5.12AA The settlement legislation will provide, on the terms provided by sections 88(2) and 90 of the draft settlement bill, that the fee simple estate in Te Kawerau Pā is inalienable other than to give effect to changes in the trustees in whom it is vsted.

General provisions

5.12B The vesting under clause 5.12A will occur on the later of the following dates:

5.12B.1 the date which is 20 business days after the date on which Tiritiri Matangi Island Scientific Reserve vests in the Crown under the statutory provision that is now clause 68 of the Ngā Mana Whenua a Tāmaki Makaurau Bill 2013:

5.12B.2 the settlement date.

5.13 Each cultural redress property is to be –

5.13.1 as described in schedule 3 of the draft settlement bill; and

5.13.2 vested on the terms provided by –

(a) sections 59 to 92 of the draft settlement bill; and

(b) part 2 of the property redress schedule; and

5.13.3 subject to any encumbrances, or other documentation, in relation to that property –

(a) required by clause 5.12 to be provided by the governance entity; and

(b) in particular, referred to by schedule 3 of the draft settlement bill; and

(c) in the case of Te Kawerau Pā, subject to any interests affecting it on the date it vests.

5.13A The Crown must pay the governance entity the amount of $300,000, being a contribution to the costs of construction of a marae on Te Onekiritea Point property, on the settlement date.

5.13AA The Crown and the governance entity record that Te Henga Site A is being vested on the understanding it is to be used as an urupa.

5.13AB The Minister for Treaty of Waitangi Negotiations must, before the settlement date, give notice under the statutory provision that is now clause 119 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Bill 2013 in respect of each cultural redress property that is RFR land for the purpose of that Bill.

KOPIRONUI

5.13B Te Kawerau ā Maki and Ngāti Whātua o Kaipara each assert interests in the Kopironui property (as shown on deed plan OTS-106-15), being part of the former Kopironui block, but have been unable to reach agreement on how to give effect to their interest through negotiations on the settlement of their historical Treaty of Waitangi claims.

5.13C Te Kawerau ā Maki and Ngāti Whātua o Kaipara have therefore agreed that the Kopironui property will be vested for nil consideration pursuant to a decision of the Maori Land Court arising out of a special jurisdiction conferred on the Court by the settlement legislation.

5.13D To give effect to that agreement, the settlement legislation will, on the terms provided by sections 70 to 82 of the draft bill, provide:

5.13D.1 for the jurisdiction of the Maori Land Court to determine which of the two iwi is entitled to the beneficial interest in the Kopironui property and, if both, the proportion in which they should receive it; and

5.13D.2 that the Court must give effect to any agreement on ownership between the governance entity and the NWoK governance entity.

OFFICIAL GEOGRAPHIC NAMES

5.14 The settlement legislation will, from the settlement date provide for each of the names listed in the second column to be the official geographic name for the features set out in columns 3 and 4:

Existing Name	Official geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
	Ngongetepara Creek	BA31 424234 – 419267	Stream
	Karangahape Peninsula	BB31 424029	Peninsula
Henderson Creek	Te Wai-o-Pareira / Henderson Creek	BA31 457180 - 464234	Stream
Mount Donald McLean	Te Rau-o-te-Huia / Mount Donald McLean	BB30ptBB31 370023	Hill
Bomb Bay	Tahingamanu Bay	BA31 490263	Bay
Bomb Point	Te Onekiritea Point	BA31 494264	Point
Mercer Bay	Te Unuhanga-a-Rangitoto / Mercer	BB30ptBB31 306064	Bay

	Bay		
Te Aute Stream	Wai-o-Parekura Stream	BA31 327175 – BA30 304175	Stream
Panatahi Island	Paratahi Island	BB30ptBB31 309047	Island
Jackie Hill	Te Kā-a-Maki / Jackie Hill	BB30ptBB31 385019	Hill
Lawsons Creek and Manutewhau Stream	Mānutewhau Creek	BA31 435231 - 464234	Stream
Pollen Island	Motumānawa / Pollen Island	BA31 489190	Island
Ninepin Rock	Te Toka-Tapu-a-Kupe / Ninepin Rock	BB30ptBB31 336985	Rock
Union Bay	Tāhoro / Union Bay	BB30ptBB31 308056	Bay
Kauri Point Birkenhead	Kauri Point Birkenhead / Te Mātā-rae-o-Mana	BA31 525231	Point
	Te Ihu-a-Mataoho Beach	BB31 559037 – BB32 568030	Beach
Watchman Island	Watchman Island / Te Kākāwhakaara	BA31 545220	Island

5.15 The settlement legislation will provide for the official geographic names on the terms provided by sections 55 to 58 of the draft settlement bill.

PROMOTION OF RELATIONSHIP WITH AUCKLAND COUNCIL

5.16 As soon as practicable after the date of this deed the Minister for Treaty of Waitangi Negotiations will write to Auckland Council encouraging it to enter into a memorandum of understanding with the governance entity in respect of matters of common interest within the area of interest.

LETTERS OF INTRODUCTION

5.17 No later than six months after the settlement date, the Minister for Arts, Culture and Heritage will write to the chief executive of Te Papa Tongarewa inviting Te Papa Tongarewa to enter into a relationship with Te Kawerau ā Maki for the purposes of Te Papa Tongarewa compiling an inventory of Te Kawerau ā Maki tūturu which are held by Te Papa Tongarewa.

5.18 No later than six months after the settlement date the Minister for Arts, Culture and Heritage will write to the following museums, libraries and organisations to introduce Te Kawerau ā Maki and inviting each to enter into a relationship with Te Kawerau ā Maki (particularly in regard to Te Kawerau ā Maki taonga):

5.18.1 Albertland and Districts Museum:

5.18.2 Archive of Māori and Pacific Music (University of Auckland):

5.18.3 Auckland City Libraries:

5.18.4 Auckland War Memorial Museum:

5.18.5 Canterbury Museum:

5.18.6 Dargaville Museum:

5.18.7 Far North Regional Museum/ Te Ahu Heritage:

5.18.8 Helensville Pioneer Museum:

5.18.9 Hocken Collections (Otago University):

5.18.10 Huia Settlers Museum:

5.18.11 MacMillan Brown Library (Canterbury University):

5.18.12 Mangawhai Museum:

5.18.13 Matakohe Kauri Museum:

5.18.14 The Museum of Transport and Technology:

5.18.15 The New Zealand Film Archive:

5.18.16 The Papakura & Districts Museum:

5.18.17 University of Auckland Library:

5.18.18 Voyager New Zealand Maritime Museum:

5.18.19 Waiuku Museum:

5.18.20 Warkworth Museum:

5.18.21 Whanganui Regional Museum:

5.18.22 Whangarei Museum.

CULTURAL REDRESS NON-EXCLUSIVE

5.19 The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

6.1 The Crown is to provide the financial and commercial redress amount of $6,500,000 by transferring the Riverhead Forest licensed land the transfer value of which is $6,500,000.

RIVERHEAD FOREST LICENSED LAND

6.2 The Crown must transfer the Riverhead Forest licensed land to the governance entity on the settlement date.

6.3 The Riverhead Forest licensed land is to be –

6.3.1 transferred by the Crown to the governance entity on the settlement date –

(a) as part of the redress to settle the historical claims, and without any other consideration to be paid or provided by the governance entity or any other person; and

(b) on the terms of transfer in part 8 of the property redress schedule; and

6.3.2 as described, and is to have the transfer value provided, in part 3 of the property redress schedule.

6.4 The settlement legislation will, on the terms provided by sections 93 to 103 of the draft settlement bill, provide for the following in relation to the Riverhead Forest licensed land:

6.4.1 its transfer by the Crown to the governance entity:

6.4.2 it to cease to be Crown forest land upon registration of the transfer:

6.4.3 the governance entity to be, from the settlement date, in relation to the licensed land, –

(a) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and

(b) entitled to the rental proceeds since the commencement of the Crown forestry licence:

6.4.4 the Crown to give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 terminating the Crown forestry licence in so far as it relates to the licensed land at the expiry of the period determined under that section, as if –

(a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for return of the licensed land to Maori ownership; and

(b) the Waitangi Tribunal's recommendation became final on settlement date:

6.4.5 the governance entity to be the licensor under the Crown forestry licence as if the licensed land had been returned to Maori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989; but without section 36(1)(b) of the Crown Forest Assets Act 1989 applying:

6.4.6 rights of access to areas that are wahi tapu.

DEFERRED SELECTION PROPERTIES

6.5 The governance entity, for 2 years after the settlement date, has a right to purchase the deferred selection properties, being the school sites named in clause 6.6A and described in part 4 of the property redress schedule, on, and subject to, the terms and conditions in part 7 and 8 of the property redress schedule.

6.6 Each of the deferred selection properties is to be leased back to the Crown, immediately after its purchase by the governance entity, on the terms and conditions provided by the lease for that property in part 8 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements unaffected by the purchase).

6.6A The deferred selection properties are the following school sites:

6.6A.1 Campbells Bay Primary School site:

6.6A.2 Henderson Primary School site:

6.6A.3 Matipo Primary School site:

6.6A.4 Waterview Primary School site.

6.6B However, if a deferred selection property becomes surplus to the land holding agency's requirements, the Crown may, at any time before the governance entity has given a notice of interest in respect of the property in accordance with paragraph 7.1 of the property redress schedule, give notice to the governance entity that the right to purchase no longer applies to the property.

6.6C The right to purchase under clause 6.5 ceases in respect of the property on the date of receipt of the notice by the governance entity under paragraph 6.6B.

6.6D The Minister for Treaty of Waitangi Negotiations must, before the settlement date, give notice under the statutory provision that is now clause 119 of the Ngā Mana Whenua o

Tāmaki Makaurau Collective Redress Bill 2013 in respect of each deferred selection property that is RFR land for the purpose of that Bill.

6.6E The parties record, for the avoidance of doubt, that each deferred selection property, other than a property to which clause 6.6B applies, is a "deferred selection property" for the purposes of the definitions of "former deferred selection property" and "former deferred selection RFR land" in the Tāmaki Makaurau collective redress deed.

RIGHT TO PURCHASE PAREMOREMO HOUSING BLOCK

6.7 Part 7 of the property redress schedule of the NWOK deed of settlement provides the governance entity, and the trustees of the NWOK Development Trust, with a right to purchase the Paremoremo Housing Block (as described in part 5 of the property redress schedule) conditional on, amongst other things, this deed being entered into and approving the rights of the governance entity set out in that part 7.

6.7A Part 6 of the property redress schedule confirms the governance entity's right to purchase the Paremoremo Housing Block under the NWOK deed of settlement.

SETTLEMENT LEGISLATION

6.8 The settlement legislation will, on the terms provided by sections 93 to 106 of the draft settlement bill, enable the transfer of the Riverhead Forest licensed land, the deferred selection properties and the Paremoremo Housing Block.

RFR IN RELATION TO CLARK HOUSE, TE ONEKIRITEA POINT LAND

6.9 The governance entity is to have a right of first refusal in relation to a disposal by the Crown ofClark House or of Te Onekiritea Point land, which –

6.9.1 in each case, is the land that is described by that name in part 3A of the attachments, if, on the settlement date, –

(a) the land is vested in the Crown; or

(b) the fee simple estate in the land is held by the Crown or by the Auckland Council; and

6.9.2 includes land exchanged for all or part of Clark House or Te Onekiritea Point land in the instances specified in section 124(1)(c) or section 125 of the draft settlement bill.

6.9A The governance entity acknowledges that the Crown and the Auckland Council have commenced negotiations regarding the potential acquisition by the Auckland Council of all or part of Te Onekiritea Point land and, on the understanding that Auckland Council will be a RFR landowner after the transfer, will not make any objection or take any action in respect of that transfer.

RFR IN RELATION TO DEFERRED SELECTION PROPERTIES DECLARED SURPLUS

6.9B The governance entity is also to have a right of first refusal in relation to a disposal by the Crown of land that has ceased to be a deferred selection property under clause 6.6B if, on the settlement date –

6.9B.1 the land is vested in the Crown; or

6.9B.2 the fee simple estate in the land is held by the Crown.

RFR IN RELATION TO AUCKLAND PRISON

6.10 The governance entity and the trustees of the **N**WOK Development Trust are to have a right of first refusal in relation to a disposal by the Crown, or another RFR landowner, of Auckland Prison, which –

6.10.1 is the land that is described as Paremoremo Prison in part 3A of the attachments, if, on the **R**FR date for that land, –

(a) the land is vested in the Crown; or

(b) the fee simple for which is held by the Crown; and

6.10.2 includes land exchanged for all or part of Auckland **P**rison in the circumstances specified in the **N**WOK settlement legislation.

RFR IN RELATION TO NON-EXCLUSIVE RFR LAND

6.11 The governance entity, the Marutūāhu iwi governance entity, and the **N**gāti Whātua governance entity are to have a right of first refusal in relation to a disposal by the Crown, or another RFR landowner, of non-exclusive RFR land, which is the land described in section 107 of the draft settlement bill, being –

6.11.1 land in the non-exclusive RFR area being the area shown on SO 459993 in part 3 of the attachments if, on the **R**FR date for non-exclusive **R**FR land –

(a) the land is vested in the Crown; or

(b) the fee simple estate in the land is held by the Crown; or

6.11.2 land exchanged for non-exclusive **R**FR land in the circumstances specified in sections 124(1)(c) and 125 of the draft settlement bill.

6.12 **T**he settlement legislation will, on the terms provided by section 111(c) of the draft settlement bill, provide –

6.12.1 the rights of the Marutūāhu iwi governance entity and the Ngāti Whātua governance entity, under the right of first refusal in relation to non-exclusive RFR land are subject to (respectively) Marutūāhu iwi settlement legislation and Ngāti Whātua settlement legislation being enacted approving those rights as redress to (respectively) Marutūāhu and Ngāti Whātua; and

6.12.2 the RFR date for the right of first refusal in relation to non-exclusive RFR land is to be, if the settlement date under approving Marutūāhu iwi settlement legislation and approving the Ngāti Whātua settlement legislation –

(a) has occurred by or on the settlement date, the settlement date; or

(b) has not occurred by or on the settlement date, on the earlier of the following dates:

(i) 36 months after the settlement date:

(ii) the later of the settlement date under the approving Marutūāhu iwi settlement legislation and the settlement date under the approving Ngāti Whātua settlement legislation.

6.13 The governance entity acknowledges that the RFR is not to apply to any land (including a cultural redress property or land used for financial and commercial redress) that is required for the settling of historical claims under the Treaty of Waitangi, being those relating to acts or omissions of the Crown before 21 September 1991.

6.14 To give effect to that acknowledgement, the settlement legislation will, as provided by section 110 of the draft settlement bill, provide for the removal of any land required for another Treaty settlement.

PROVISIONS IN RELATION TO EACH RFR

6.15 The rights of first refusal are to –

6.15.1 be on the terms of sections 107 to 141 of the draft settlement bill; and

6.15.2 apply only if the land is not being disposed of in the circumstances specified by section 112 of the draft settlement bill.

6.16 The right of first refusal –

6.16.1 in relation to Clark House, Te Onekiritea Point land and land referred to in clause 6.9B is to apply for a term of 172 years from the settlement date;

6.16.2 in relation to Auckland Prison apply for a term of 170 years from the RFR date for that land; and

6.16.3 in relation to the non-exclusive RFR land is to apply for a term of 173 years from the RFR date for the land.

HOBSONVILLE

6.17 Te Kawerau ā Maki and the Crown acknowledge that –

6.17.1 the provisions of the agreement in principle in relation to a memorandum of understanding between Te Kawerau ā Maki and Housing New Zealand Corporation reflected the importance to Te Kawerau ā Maki of land at Hobsonville that is being developed by the Crown; and

6.17.2 entities on behalf of Te Kawerau ā Maki and Ngāti Whātua o Kaipara and Housing New Zealand Corporation and Hobsonville Land Company Limited agreed the terms of a memorandum of understanding which was signed on 15 July 2011; and

6.17.3 the parties to the memorandum of understanding agree to work together to recognise the historical and cultural relationship Te Kawerau ā Maki and Ngāti Whātua o Kaipara have with the Hobsonville Point Development (as defined in the memorandum) through –

(a) providing Te Kawerau ā Maki and Ngāti Whātua o Kaipara with a seat each on –

(i) the Place Making Committee (as defined in the memorandum of understanding); or

(ii) a replacement committee; and

(b) meetings between the parties to the memorandum of understanding, on a quarterly basis, or as otherwise agreed, to discuss the matters provided for in the memorandum; and

(c) an agreed process for the disposal of ex-Ministry of Defence houses surplus to the Hobsonville Point Development, as set out in appendix 2 to the memorandum of understanding.

7 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

7.1 The Crown must propose the draft settlement bill for introduction to the House of Representatives.

7.2 The draft settlement bill proposed for introduction may include changes:

7.2.1 of a minor or technical nature; or

7.2.2 where clause 7.2.1 does not apply where those changes have been agreed in writing by the governance entity and the Crown.

7.3 Te Kawerau ā Maki and the governance entity must support the passage through Parliament of the settlement legislation.

SETTLEMENT CONDITIONAL

7.4 This deed, and the settlement, are conditional on the settlement legislation coming into force.

7.5 However, the following provisions of this deed are binding on its signing:

7.5.1 clauses 5.13A, 5.17, and 7.3 to 7.9:

7.5.2 paragraphs 1.3 and 2.2, and parts 4 to 7 of the general matters schedule.

EFFECT OF THIS DEED

7.6 This deed –

7.6.1 is "without prejudice" until it becomes unconditional; and

7.6.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.

7.7 Clause 7.6 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

7.8 The Crown or the governance entity may terminate this deed by notice to the other, if –

7.8.1 the settlement legislation has not come into force within 36 months after the date of this deed; and

7.8.2 the terminating party has given the other party at least 40 business days' notice of an intention to terminate.

EFFECT OF TERMINATION

7.9 If this deed is terminated in accordance with its provisions –

7.9.1 this deed (and the settlement) are at an end; and

7.9.2 subject to this clause, this deed does not give rise to any rights or obligations; and

7.9.3 this deed remains "without prejudice".

8 GENERAL, DEFINITIONS, AND INTERPRETATION

GENERAL

8.1 The general matters schedule includes provisions in relation to –

8.1.1 the implementation of the settlement; and

8.1.2 the Crown's –

(a) payment of interest in relation to the settlement; and

(b) tax indemnities in relation to redress; and

8.1.3 the giving of notice under this deed or a settlement document; and

8.1.4 amending this deed.

HISTORICAL CLAIMS

8.2 In this deed, **historical claims** –

8.2.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Te Kawerau ā Maki, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that –

(a) is, or is founded on, a right arising –

(i) from the Treaty of Waitangi or its principles; or

(ii) under legislation; or

(iii) at common law, including aboriginal title or customary law; or

(iv) from fiduciary duty; or

(v) otherwise; and

(b) arises from, or relates to, acts or omissions before 21 September 1992 –

(i) by, or on behalf of, the Crown; or

(ii) by or under legislation; and

8.2.2 includes every claim to the Waitangi Tribunal to which clause 8.2.1 applies that relates exclusively to Te Kawerau ā Maki or a representative entity, including the Wai 470 - Te Kawerau ā Maki claim; and

8.2.3 includes every other claim to the Waitangi Tribunal to which clause 8.2.1 applies, so far as it relates to Te Kawerau ā Maki or a representative entity.

8.3 However, **historical claims** does not include the following claims –

8.3.1 a claim that a member of Te Kawerau ā Maki, or a whānau, hapū, or group referred to in clause 8.5.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 8.5.1:

8.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 8.3.1.

8.4 To avoid doubt, clause 8.2.1 is not limited by clause 8.2.2.

TE KAWERAU Ā MAKI

8.5 In this deed, **Te Kawerau ā Maki** means –

8.5.1 the collective group composed of individuals who descend from two or more Te Kawerau ā Maki ancestors:

8.5.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 8.5.1:

8.5.3 every individual referred to in clause 8.5.1.

8.6 For the purposes of clause 8.5.1 –

8.6.1 a person is **descended** from another person if the first person is descended from the other by –

(a) birth; or

(b) legal adoption; or

(c) Māori customary adoption in accordance with Te Kawerau ā Maki's tikanga (customary values and practices); and

8.6.2 **Te Kawerau ā Maki ancestor** means an individual who exercised customary rights –

(a) by virtue of being descended from two or more of the following people:

(i) Tawhiakiterangi (also known as Te Kawerau ā Maki); and/or

(ii) Mana; and/or

(iii) Te Au o Te Whenua; and/or

(iv) Kowhatu ki te Uru; and/or

(v) Te Tuiau; and

(b) predominantly within the area of interest at any time after 6 February 1840;

8.6.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices) including –

(a) rights to occupy land; and

(b) rights in relation to the use of land or other natural or physical resources.

MANDATED NEGOTIATOR AND SIGNATORIES

8.7 In this deed –

8.7.1 **mandated negotiator** means Te Warena Taua MNZM – Chairperson/Chief Negotiator Te Kawerau Iwi Tribal Authority – Auckland; and:

8.7.2 **mandated signatories** means the following individuals:

(a) Hori Winikeri Taua – Retired - Auckland:

(b) Haamuera Taua – Contractor – Auckland:

(c) Miriama Tamaariki – **N**urse – Auckland; and

(d) **N**garama Walker – Retired - Auckland;

8.7.3 if an individual named in clause 8.7.2 dies or becomes incapacitated, the remaining individuals are the mandated signatories for the purposes of this deed.

ADDITIONAL DEFINITIONS

8.8 The definitions in part 6 of the general matters schedule apply to this deed.

INTERPRETATION

8.9 The provisions in part 7 of the general matters schedule apply to the interpretation of this deed.

SIGNED as a deed on 22 February 2014

SIGNED for and on behalf of **TE KAWERAU Ā MAKI** by the mandated signatories in the presence of –

George Hori Winikeri Taua

Haamuera Taua

Miriama Tamaariki

Ngarama Walker

WITNESS

Name:

Occupation: Barrister

Address: Auckland

SIGNED by the Trustees of
TE KAWERAU IWI SETTLEMENT TRUST
in the presence of -

Te Warena Taua

George Hori Winikerei Taua

Hamuera Taua

Miriama Tamaariki

Ngarama Walker

WITNESS

Name:

Occupation: Barrister

Address: Auckland

SIGNED for and on behalf of **THE CROWN** by –

The Minister for Treaty of Waitangi Negotiations in the presence of –

Hon Christopher Finlayson

The Minister of Finance (acting in relation to tax indemnities) in the presence of –

Hon Simon William English

WITNESS

Name: Mike Drew

Occupation: Negotiator

Address: Auckland.

Andraere Houkamau
Public Servant
Wellington.

Other witnesses / members of Te Kawerau ā Maki who support the settlement

S Thompson.

Mjoe

Sonny WALKER,

Wyvern Rosieur Ngati Manuhiri

Tebbei Deanna Tana Oraker

Rewi Spraggon Kawerau a maki

(Em) Te Kawerau a Maki

Mark Hohneck Ngati Manuhiri

Graeme Murdoch Ngati Kahungunu Iwi Inc.

Keith Williams Ngati Pawa, Ngati Kahuta Ngati Pukenga.

Greg Wetere

Toni Mpiana

Miriama Hovell.

Other witnesses / members of Te Kawerau ā Maki who support the settlement

P Thompson

E. Kawaka.

J.J. Cameron.

Mauri

Martin Rachael Hepana

N. Moana.

Maten Whaea Patricia Hepana

Raewyn Petaia

Suzanne Petaia Williams

S. B. Taylor.

S-M Wilson.

Caishat

S Sokolich.

Michael Sokolich

Camden

George Johns.

S Moana

Jodene Moana

Tanaiti Taylor

Luke Taylor

Ranari Taylor

Lisa Kawia Waipouri

Alexia Waipouri

Kara Taylor.

Ranarti Taylor.

Te Okeroa Whaea

Braxton Te Aonuiarangi.

David John Tarati

Te amorangi Tarati

Geoffrey Tony Tarati

Cuneeva Thompson

Other witnesses / members of Te Kawerau ā Maki who support the settlement

Moana Waipouri-Taylor.

Te Raungaiti Taylor

BEN PHILLIPS.

MANA KIPA

BISHOP PHILLIPS (SNR)

SHARN KIPA

Kerryn Kipa

Mita Tupaea

T. Wilson

Jacqua

Tangihia Lowthore

Apirana Taylor.

Caroline L. Rudolph

Marian Rhind

Selvia Taka

Jayd Taka

Jesse Rawiri

Iri Taratu.

Echo Lucy Taratu.

KAREN THOMPSON.

Whare Mc

Luke

Ness Savage,

Glenn

Peggy Sterling

Jeremy C. Gresham

Other witnesses / members of Te Kawerau ā Maki who support the settlement

S Thompson

Maree Sinclare.

Toni Clapcott

Moriana Hynard.

Sonny WALKER.

Mautini Rachael Hepara.

Lynette.

Wyvern Rosiaur Ngati Manhuri

Lotti Dawn Tana QSC. Ngati Whanta.

Rewi Spraggon Kawerau a maki

Te Kawerau a Maki

Alice Roberts whanau

Tai-Rakena whanau no Koro Mokau.

Mark Edwards Ngati Manuhiri Tautara

Graeme Murdoch Ngati Kotimana Whanau

Keith Williams Ngati Rora Ngati Kahuka

Ngati Pukenga

Greg Wetere

Other witnesses / members of Te Kawerau ā Maki who support the settlement

D. Thompson.
E. Kawaka.

L.J. Cameron.

Michael Tohiariki

Georgina Jahnsen.

Lisa Kaniq Waipouri
Alexia Waipouri
Rowarth Taylor
Kara Taylor.

David John Tarahi
Te Amorangi Tarahi
Geoffrey Tony Tarahi.

Tamariki Taylor

Moana Waipouri-Taylor
Te Okeroa Nhaubo

Aineora Thompson
Braxton Te-Aoiti-Carmona.

Te Rauroaki Taylor

Camden

Other witnesses / members of Te Kawerau ā Maki who support the settlement

BEN PHILLIPS.
MAIA KIPA
Iri Taratu
Echo Lucy Taratu
R. [illegible] 26/4

BISHOP PHILLIPS (TNL)
SHARN KIPA
Kerwyn Kipa
[illegible] Tupaea
[illegible]
[illegible]
Tupaea

M. Heke-Lolohea
Peggy Sterling
On Behalf of Mihi
Kotuku Sterling
Whanau-Apanui
Ngai-Tahu

Shania Taha
Jayd Taha
Jesse Rawiri
Whare McLaren
[illegible]
Tawhiria Pewhairangi.
Tiwimata Taylor
Caroline C. Rudolph
Ness Savage.
Glenn Wetere
Maraea Rhind

[illegible]
[illegible]
Jeremy C. Jensen
[illegible]
[illegible]
Paul Aitu
[illegible]

Mary Woodward (Alice Bethell's daughter)

Matt Swanborn - Titirangi

David Nelson,
Cayley

Other witnesses / members of Te Kawerau ā Maki who support the settlement

Helen Kara-Mamai Totorewa

13 Jordan Rd. Mangere 2022

H. Campbell.

Kororia Hepana.

45 Rautara St Orakei

Phynella Orewa Chanel Hepana

45 Rautara St Orakei

Raewyn Robyn Maramara Patuwai

MAUREEN Waiwaa Ewe

539 Orwarangi Rd

Mangere Auckland

RAOHA RAUREI

3-34 Mire Rd MANGERE BRIDGE MANUKAU

EILEEN MOMO ALEXANDER CREE ENE

1 Elmwood Place

Manurewa.

LEANNE ARAPU NGATAI

1 ELMWOOD PLCE MANUREWA

Deed of Settlement

BETWEEN THE CROWN AND TE KAWERAU Ā MAKI

General background

Te Kawerau ā Maki is an iwi with customary interests that extend from the Tāmaki isthmus, northwards through Hikurangi (West Auckland) and lands around the upper Waitemata Harbour and North Shore, and into the south Kaipara and Mahurangi.

In 2008, the Crown recognised the mandate of the Te Kawerau Iwi Authority to represent Te Kawerau ā Maki in negotiating a comprehensive settlement of their historical Treaty claims. The Crown signed Terms of Negotiation with Te Kawerau ā Maki on 7 August 2008.

In June 2009, Sir Douglas Graham delivered a proposal to the iwi and hapū of the Kaipara, Mahurangi, Makaurau, Hauraki and Coromandel regions that all iwi and hapū in those regions, including Te Kawerau ā Maki, enter direct negotiations with the Crown for the settlement of their historical Treaty claims. In February 2010, the Crown and Te Kawerau ā Maki negotiated an Agreement in Principle which formed the basis for this settlement.

On 12 December 2013, Te Kawerau ā Maki and the Crown initialled a deed of settlement. The deed was then ratified by the Te Kawerau ā Maki community and signed on 22 February 2014. The settlement will be implemented following the passage of settlement legislation.

The Office of Treaty Settlements, with the support of the Department of Conservation, Land Information New Zealand, and other government agencies, represented the Crown in day-to-day negotiations. The Minister for Treaty of Waitangi Negotiations, Hon Christopher Finlayson, represented the Crown in high-level negotiations with Te Kawerau ā Maki.

Summary of the historical background to the claims by Te Kawerau ā Maki

In the 1840s Te Kawerau ā Maki had little direct contact with the Crown. However, pre-Treaty land transactions between other iwi and early European settlers saw the alienation of certain Te Kawerau ā Maki lands. From 1841 the Land Claims Commission investigated these pre-Treaty transactions. There is no evidence Te Kawerau ā Maki chiefs were involved in these transactions and, when resolving them, the Crown failed to consider Te Kawerau ā Maki's interests, granted settlers certain lands, and retained a 'surplus' of land for itself.

In 1841 the Crown purchased an extensive area called 'Mahurangi and Ōmaha', which included land in which Te Kawerau ā Maki held shared interests with other 'Te Kawerau' groups. Te Kawerau ā Maki was not consulted about the sale. The Crown did not conduct an investigation of customary rights when it purchased these lands. Nor did it provide adequate compensation and reserves when it later learned of Te Kawerau interests in the area.

Between 1844 and 1845 the Crown waived its right of pre-emption (being the sole purchaser of Māori land), to allow private individuals to negotiate directly with Māori. However, the Crown did not apply the regulations it had established to protect Māori. Through these transactions Te Kawerau ā Maki lost land in which they had interests in West Auckland and around the upper Waitematā Harbour.

From 1848 the Crown commenced a systematic programme of land purchasing to the west and immediate north of Auckland to provide land for settlers and to gain control of the rich timber resources there. In 1853 and 1854 the Crown acquired around 100,000 acres in the Waitākere Ranges, in the heart of Te Kawerau ā Maki's rohe. The Crown did not conduct an adequate investigation of customary rights in this area and only dealt with Te Kawerau ā Maki after purchasing land from other iwi. No reserves were set aside for Te Kawerau ā Maki in the large Hikurangi block, and the Piha and Waitākare Native reserves, which were created for Te Kawerau ā Maki, were not protected from later alienation.

From the mid 1860s the individualisation of title through the native land laws made Te Kawerau ā Maki lands, including their reserve lands, more susceptible to partition, fragmentation and alienation. This process continued throughout the 20th century for the very limited areas of land Te Kawerau ā Maki had left. Between 1920 and 1951 the Crown acquired the remaining Te Kawerau ā Maki interests in the Kōpironui and Puketapu blocks (south Kaipara) by compulsory purchases and Public Works Act takings for sand-dune reclamation, despite Te Kawerau ā Maki protest.

The Crown's actions and omissions have meant that Te Kawerau ā Maki is virtually landless, and today holds title only to the inaccessible Taitomo Island at Piha and a five acre residue at Kōpironui. Te Kawerau ā Maki presently has no marae or urupā of their own. The Crown's failure to ensure Te Kawerau ā Maki was left with sufficient land for their present and future needs has hindered the social, economic and cultural development of Te Kawerau ā Maki as a tribe. This failure has also undermined the ability of Te Kawerau ā Maki to protect and manage their taonga and wāhi tapu, and to maintain spiritual connections to their lands.

Summary of the Te Kawerau ā Maki settlement

Overview

The Te Kawerau ā Maki Deed of Settlement is the final settlement of all historical Treaty of Waitangi claims of Te Kawerau ā Maki resulting from acts or omissions by the Crown prior to 21 September 1992, and is made up of a package that includes:

- an agreed historical account, acknowledgments and apology
- cultural redress
- financial and commercial redress.

No private land is affected by the redress, only Crown land. The benefits of the settlement will be available to all members of Te Kawerau ā Maki wherever they may live.

Crown acknowledgements and apology

The deed contains a series of acknowledgements by the Crown where its actions arising from interaction with Te Kawerau ā Maki have breached the Treaty of Waitangi and its principles.

In its apology the Crown recognises the grievances of Te Kawerau ā Maki are long-held and acutely felt. The Crown acknowledges that for too long it failed to appropriately respond to Te Kawerau ā Maki claims for redress and justice. The apology records the Crown's profound regret for its breaches of the Treaty of Waitangi and its principles which resulted in the alienation of much Te Kawerau ā Maki land by 1856. The Crown also expresses sorrow for its subsequent failure to protect lands which were reserved for Te Kawerau ā Maki. Through the apology and settlement the Crown seeks to atone for its wrongs and lift the burden of grievance for Te Kawerau ā Maki so the process of healing can begin.

Cultural redress

Recognition of the traditional, historical, cultural and spiritual associations Te Kawerau ā Maki has with places and sites owned by the Crown within their area of interest. This allows Te Kawerau ā Maki and the Crown to protect and enhance the conservation values associated with these sites.

SITES TRANSFERRED TO TE KAWERAU Ā MAKI

Nine sites will be vested in Te Kawerau ā Maki totalling approximately 31 hectares. Included is land for Te Kawerau ā Maki to establish a marae at Te Onekiritea Point (Hobsonville) and a contribution of $300,000 towards establishment costs of the marae. Land is also provided at Te Henga for Te Kawerau ā Maki to establish an urupā.

Other lands at Muriwai, Parihoa, Opareira, and Wai Whauwhaupaku will be vested in Te Kawerau ā Maki. Many of these areas are Department of Conservation lands and will come with covenants or reserve status. As well as the return of sites through the West Auckland area, Te Kawerau Pā on Tiritiri Matangi Island will be vested in Te Kawerau ā Maki. In addition, the appropriate owners for an area of 39.7 hectares of the former Kopironui block will be considered by the Māori Land Court under a special jurisdiction.

OVERLAY CLASSIFICATION

An overlay classification acknowledges the traditional, cultural, spiritual and historical association of Te Kawerau ā Maki with certain sites of significance. The declaration of an area as an overlay classification provides for the Crown to acknowledge iwi values in relation to that area. The settlement provides an overlay classification over Te Henga Historic Reserve.

STATUTORY ACKNOWLEDGEMENTS AND DEEDS OF RECOGNITION

A statutory acknowledgement recognises the association between Te Kawerau ā Maki and a particular site or area and enhances the iwi's ability to participate in specified resource management processes. The Crown provides statutory acknowledgements over the following areas:

- Taumaihi (part of Te Henga Recreation Reserve)
- Goldie Bush Scenic Reserve and Motutara Settlement Scenic Reserve
- Swanson Conservation Area and Henderson Valley Scenic Reserve
- Motutara Domain (part of Muriwai Beach Domain Recreation Reserve)
- Whatipu Scientific Reserve and Waitākere River
- Kumeu River
- Rangitopuni Stream
- Te Wai-o-Pareira/Henderson Creek
- Te Kawerau ā Maki coastal area.

Deeds of recognition oblige the Crown to consult with Te Kawerau ā Maki on specified matters and have regard to their views regarding their special associations with certain areas. Deeds of recognition are provided over the Motutara Settlement Scenic Reserve and Goldie Bush Scenic Reserve.

PLACE NAME CHANGES

Seventeen geographic names will be assigned or altered on settlement.

TĀMAKI COLLECTIVE SETTLEMENT

Te Kawerau ā Maki will also receive cultural redress through Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed (the Tāmaki Collective), including:

- vesting of particular Crown-owned portions of maunga in Tāmaki Makaurau and motu of the inner Hauraki Gulf
- governance arrangements relating to four motu of the inner Hauraki Gulf
- a relationship agreement relating to other public conservation land
- changing particular geographic names of sites of significance in Tāmaki Makaurau.

Relationships

PROTOCOLS

The Deed of Settlement will provide for protocols to facilitate good working relationships between Te Kawerau ā Maki and the Ministry of Business, Innovation and Employment and the Ministry for Culture and Heritage.

LETTERS OF INTRODUCTION

The Deed of Settlement provides for the Minister for Arts, Culture and Heritage to write to museums (including Te Papa Tongarewa), libraries, and other organisations to introduce Te Kawerau ā Maki and invite each to enter into a relationship with Te Kawerau ā Maki in regard to Te Kawerau ā Maki taonga.

Financial and commercial redress

This redress recognises the losses suffered by Te Kawerau ā Maki arising from breaches by the Crown of its Treaty obligations. The financial and commercial redress is aimed at providing Te Kawerau ā Maki with resources to assist them to develop their economic and social wellbeing.

FINANCIAL REDRESS

Te Kawerau ā Maki will receive financial redress to the value of $6.5 million plus interest through their settlement.

On settlement date Te Kawerau ā Maki will receive selection units 1, 2, 3 and 4 of Riverhead Forest Crown Forest Licence Land (comprising around 86% of that Forest) and the accumulated rentals. The transfer value of Riverhead Forest is $6.5 million and on transfer it will be subject to the current forest licence.

COMMERCIAL REDRESS

For two years after settlement date, four schools are available for purchase (land only) by Te Kawerau ā Maki to be leased-back to the Crown. Te Kawerau ā Maki will also have a non-exclusive deferred selection right to purchase the Paremoremo housing block.

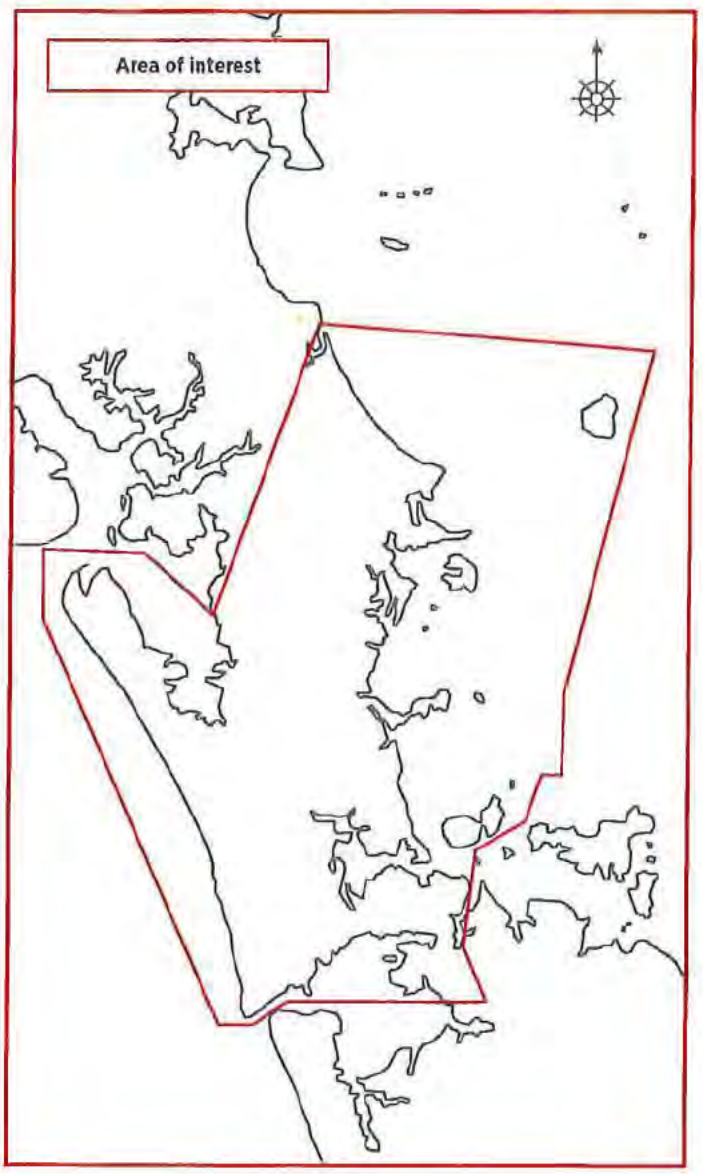
Right of first refusal

Te Kawerau ā Maki will receive:

- exclusive right of first refusal over Clarke House and Te Onekiritea Point at Hobsonville
- non-exclusive right of first refusal for 173 years for surplus Crown-owned properties in an area around the Mahurangi coast
- non-exclusive right of first refusal for 170 years over Paremoremo Prison.

3(C) TĀMAKI COLLECTIVE SETTLEMENT

Te Kawerau ā Maki will also receive commercial redress through Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed (the Tāmaki Collective), including a non-exclusive right of first refusal for 172 years over lands around Tāmaki Makaurau.



Questions and answers

What is the total cost to the Crown?

The total cost to the Crown of the settlement redress outlined in the deed is $6.5 million plus interest, $300,000 as a contribution by the Crown to costs associated with establishing a marae at Te Onekiritea Point (Hobsonville), and the value of the cultural redress properties to be vested in Te Kawerau ā Maki.

Is there any private land involved?

No.

Are the public's rights affected?

Public access to the sites that are currently public conservation land that will vest in Te Kawerau ā Maki will be maintained, except the future urupā site at Te Henga and the Wai Whauwhaupaku site (at Swanson). These are both 1 hectare sites that adjoin larger conservation land sites.

Are any place names changed?

Fourteen existing geographic names will change and three sites which do not currently have official names will be assigned geographic names.

What are statutory acknowledgements and deeds of recognition?

Statutory acknowledgements acknowledge areas or sites with which iwi have a special relationship, and will be recognised in any relevant proceedings under the Resource Management Act 1991. These provisions aim to avoid past problems where areas of significance to Māori, such as burial grounds, were simply cleared or excavated for public works or similar purposes without permission or consultation with iwi. Statutory acknowledgements do not convey a property right and are non-exclusive.

Deeds of recognition set out an agreement between the administering Crown body (the Minister of Conservation) and a claimant group in recognition of their special association with a site and specify the nature of their input into the management of the site.

What is an overlay classification?

An overlay classification acknowledges the traditional, cultural, spiritual and historical association of an iwi with certain sites of significance administered by the Department of Conservation.

An overlay classification status requires the Minister of Conservation and the settling group to develop and publicise a set of principles that will assist the Minister to avoid harming or diminishing values of the settling group with regard to that land. The New Zealand Conservation Authority and relevant conservation boards will also be required to have regard to the principles and consult with the settling group.

When will the settlement take effect?

The settlement will take effect following the enactment of settlement legislation.

Does Te Kawerau ā Maki have the right to come back and make further claims about the behaviour of the Crown in the 19th and 20th centuries?

When the deed is signed and settlement legislation is passed it will be a final and comprehensive settlement of all historical (relating to events before 21 September 1992) Treaty of Waitangi claims of Te Kawerau ā Maki. The settlement legislation, once passed, will prevent the iwi re-litigating the claim before the Waitangi Tribunal or the courts.

The settlement will still allow Te Kawerau ā Maki to pursue claims against the Crown for acts or omissions after 21 September 1992 including claims based on the continued existence of aboriginal title of customary rights. The Crown also retains the right to dispute such claims or the existence of such title rights.

Who benefits from the settlement?

All members of Te Kawerau ā Maki wherever they may now live.

TE KAWERAU Ā MAKI

and

THE TRUSTEES OF TE KAWERAU IWI SETTLEMENT TRUST

and

THE CROWN

DEED OF SETTLEMENT SCHEDULE: GENERAL MATTERS

TABLE OF CONTENTS

1 EFFECT OF SETTLEMENT 1
2 INTEREST 2
3 TAX 3
4 NOTICE 8
5 MISCELLANEOUS 10
6 DEFINED TERMS 13
7 INTERPRETATION 21

1 EFFECT OF SETTLEMENT

IMPLEMENTATION

1.1 The governance entity must use best endeavours to ensure that every historical claim proceedings is discontinued –

1.1.1 by the settlement date; or

1.1.2 if not by the settlement date, as soon as practicable afterwards.

1.2 The Crown may, after the settlement date, do all or any of the following:

1.2.1 advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement:

1.2.2 request the Waitangi Tribunal to amend its register of claims, and adapt its procedures, to reflect the settlement:

1.2.3 from time to time propose for introduction to the House of Representatives a bill or bills for either or both of the following purposes:

(a) terminating historical claim proceedings:

(b) giving further effect to this deed, including achieving –

(i) certainty in relation to a party's rights and/or obligations; and/or

(ii) a final and durable settlement.

1.3 The Crown may cease, in relation to Te Kawerau ā Maki or a representative entity, any landbank arrangements, except to the extent necessary to comply with its obligations under this deed:

1.4 Te Kawerau ā Maki and every representative entity must–

1.4.1 support a bill referred to in paragraph 1.2.3; and

1.4.2 not object to a bill removing resumptive memorials from any certificate of title or computer register.

2 INTEREST

2.1 The Crown must pay interest on the financial and commercial redress amount to the governance entity.

2.2 The interest is payable –

2.2.1 for the period beginning on 12 February 2010, being the date of the agreement in principle, and ending on the day before the settlement date; and

2.2.2 at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.

2.3 Interest in the period beginning on 12 February 2010 and ending on 11 December 2013, being the day before the date this deed was initialled by the parties, will be paid within 10 business days of the date of this deed.

2.4 The balance of interest will be paid on the settlement date.

2.5 The interest is –

2.5.1 subject to any tax payable in relation to it; and

2.5.2 payable after withholding any tax required by legislation to be withheld.

3 TAX

INDEMNITY

3.1 The provision of Crown redress, or an indemnity payment, to the governance entity is not intended to be –

3.1.1 a taxable supply for GST purposes; or

3.1.2 assessable income for income tax purposes.

3.2 The Crown must, therefore, indemnify the governance entity for –

3.2.1 any GST payable by the governance entity in respect of the provision of Crown redress or an indemnity payment; and

3.2.2 any income tax payable by the governance entity as a result of any Crown redress, or an indemnity payment, being treated as assessable income of the governance entity; and

3.2.3 any reasonable cost or liability incurred by the governance entity in taking, at the Crown's direction, action –

(a) relating to an indemnity demand; or

(b) under paragraph 3.13 or paragraph 3.14.1(b).

LIMITS

3.3 The tax indemnity does not apply to the following (which are subject to normal tax treatment):

3.3.1 interest paid under part 2:

3.3.2 any of the following provided under the settlement documentation:

(a) amounts paid or distributed by the Crown Forestry Rental Trust in relation to the Riverhead Forest licensed land, including rental proceeds and interest on rental proceeds:

3.3.3 the transfer of a deferred selection property or RFR land under the settlement documentation:

3.3.4 the governance entity's –

(a) use of Crown redress or an indemnity payment; or

(b) payment of costs, or any other amounts, in relation to Crown redress.

ACKNOWLEDGEMENTS

3.4 To avoid doubt, the parties acknowledge –

3.4.1 the Crown redress is provided –

(a) to settle the historical claims; and

(b) with no other consideration being provided; and

3.4.2 in particular, the following are not consideration for the Crown redress:

(a) an agreement under this deed to –

(i) enter into an encumbrance, or other obligation, in relation to Crown redress; or

(ii) pay costs (such as rates, or other outgoings, or maintenance costs) in relation to Crown redress:

(b) the performance of that agreement; and

3.4.3 nothing in this part is intended to imply that –

(a) the provision of Crown redress, or an indemnity payment, is –

(i) a taxable supply for GST purposes; or

(ii) assessable income for income tax purposes; or

(b) if the governance entity is a charitable trust, or other charitable entity, it receives –

(i) redress, assets, or rights other than for charitable purposes; or

(ii) income other than as exempt income for income tax purposes; and

3.4.4 the transfer of a deferred selection property or RFR land under the settlement documentation is a taxable supply for GST purposes; and

3.4.5 the governance entity is the only entity that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

CONSISTENT ACTIONS

3.5 None of the governance entity, a person associated with it, or the Crown will act in a manner that is inconsistent with this part 3.

3.6 In particular, the governance entity agrees that –

3.6.1 from the settlement date, it will be a registered person for GST purposes, unless it is not carrying on a taxable activity; and

3.6.2 neither it, nor any person associated with it, will claim with respect to the provision of Crown redress, or an indemnity payment, –

(a) an input credit for GST purposes; or

(b) a deduction for income tax purposes.

INDEMNITY DEMANDS

3.7 The governance entity and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that the governance entity may be entitled to an indemnity payment.

3.8 An indemnity demand –

3.8.1 may be made at any time after the settlement date; but

3.8.2 must not be made more than 20 business days before the due date for payment of the tax, whether that date is –

(a) specified in an assessment; or

(b) a date for the payment of provisional tax; or

(c) otherwise determined; and

3.8.3 must be accompanied by –

(a) evidence of the tax, and of any other amount sought, which is reasonably satisfactory to the Crown; and

(b) if the demand relates to GST and the Crown requires, a GST tax invoice.

INDEMNITY PAYMENTS

3.9 If the governance entity is entitled to an indemnity payment, the Crown may make the payment to –

3.9.1 the governance entity; or

3.9.2 the Commissioner of Inland Revenue, on behalf of, and for the account of, the governance entity.

3.10 The governance entity must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of –

3.10.1 the due date for payment of the tax; or

3.10.2 the next business day after receiving the indemnity payment.

REPAYMENT

3.11 If it is determined that some or all of the tax to which an indemnity payment relates is not payable, the governance entity must promptly repay to the Crown any amount that –

3.11.1 the Commissioner of Inland Revenue refunds or credits to the governance entity; or

3.11.2 the governance entity has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.

3.12 The governance entity has no right of set-off or counterclaim in relation to an amount payable by it under paragraph 3.11.

RULINGS

3.13 The governance entity must assist the Crown with an application to the Commissioner of Inland Revenue for a ruling, whether binding or not, in relation to the provision of Crown redress.

CONTROL OF DISPUTES

3.14 If the governance entity is entitled to an indemnity payment, the Crown may –

3.14.1 by notice to the governance entity, require it to –

(a) exercise a right to defer the payment of tax; and/or

(b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest, –

(i) a tax assessment; and/or

(ii) a notice in relation to the tax, including a notice of proposed adjustment; or

3.14.2 nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under paragraph 3.14.1; and

3.14.3 recover from the Commissioner of Inland Revenue any tax paid that is refundable.

DEFINITIONS

3.15 In this part, unless the context requires otherwise, –

provision, in relation to redress, includes its payment, credit, transfer, vesting, making available, creation, or grant; and

use, in relation to redress or an indemnity payment, includes dealing with, payment, transfer, distribution, or application.

4 NOTICE

APPLICATION

4.1 Unless otherwise provided in this deed, or a settlement document, this part applies to notices under this deed or a settlement document.

4.2 In particular, this part is subject to the provisions of part 7 of the property redress schedule which provides for notice to the Crown in relation to, or in connection with, a redress property or a deferred selection property.

REQUIREMENTS

4.3 A notice must be –

4.3.1 in writing; and

4.3.2 signed by the person giving it (but, if the governance entity is giving the notice, it is effective if not less than three trustees sign it); and

4.3.3 addressed to the recipient at its address or facsimile number as provided –

(a) in paragraph 4.6; or

(b) if the recipient has given notice of a new address or facsimile number, in the most recent notice of a change of address or facsimile number; and

4.3.4 given by –

(a) personal delivery (including by courier) to the recipient's street address; or

(b) sending it by pre-paid post addressed to the recipient's postal address; or

(c) by faxing it to the recipient's facsimile number.

TIMING

4.4 A notice is to be treated as having been received:

4.4.1 at the time of delivery, if personally delivered; or

4.4.2 on the second day after posting, if posted; or

4.4.3 on the day of transmission, if faxed.

4.5 However, if a notice is treated under paragraph 4 as having been received after 5pm on a business day, or on a non-business day, it is to be treated as having been received on the next business day.

ADDRESSES

4.6 The address of –

4.6.1 Te Kawerau ā Maki and the governance entity is –

PO Box 59243
Mangere Bridge
AUCKLAND 2150

Facsimile No. 09 973 0899

4.6.2 the Crown is –

C/- The Solicitor-General
Crown Law Office
Level 3
Justice Centre
19 Aitken Street
PO Box 2858
WELLINGTON

Facsimile No. 04 473 3482

5 MISCELLANEOUS

AMENDMENTS

5.1 This deed may be amended only by written agreement signed by the governance entity and the Crown.

ENTIRE AGREEMENT

5.2 This deed, and each of the settlement documents, in relation to the matters in it, –

5.2.1 constitutes the entire agreement; and

5.2.2 supersedes all earlier representations, understandings, and agreements.

NO ASSIGNMENT OR WAIVER

5.3 Paragraph 5.4 applies to rights and obligations under this deed or a settlement document.

5.4 Except as provided in this deed or a settlement document, a party –

5.4.1 may not transfer or assign its rights or obligations; and

5.4.2 does not waive a right by –

(a) failing to exercise it; or

(b) delaying in exercising it; and

5.4.3 is not precluded by a single or partial exercise of a right from exercising –

(a) that right again; or

(b) another right.

NAMES USED AND RECORDED NAMES OF SITES

5.5 The following is a list of each name used in this deed that is not the official geographic name for the place or feature:

Name used in deed	Official geographic name
Aotea (Great Barrier Island)	Great Barrier Island (Aotea Island)
Āwhitu	Awhitu
Hōteo River	Hoteo River

Ihumātao	Ihumatao
Kāhukuri	Kahukurī
Kaitarakihi	Kaitarakihi Point
Kakamātua	Kakamatua Inlet
Kārore	Karore Bank
Kauwahaia	Kauwahaia Island
Kōtau Point	Kotau Point
Kumeū River	Kumeu River
Manga Rangitōpuni	Rangitopuni Stream
Mangatāwhiri	Mangatawhiri
Mangatoetoe	Mangatoetoe Stream
Māngere	Mangere
Manutewhau	Manutewhau Stream
Maukātia	Maukatia Bay
Motu Ihumoana	Ihumoana Island
Motu Kauwahaia	Kauwahaia Island
Motukaraka	Motukaraka Bank
Motumānawa / Pollen Island	Pollen Island
Motumānawa / Pollen Island Marine Reserve	Motu Manawa-Pollen Island Marine Reserve
Motutara	Motutara Island
Ngongetepara Stream	Ngongotepara Creek
Ōkoromai	Okoromai Bay
Ōkura	Okura
Ōpāheke Point	Opaheke Point
Ōpanuku Stream	Opanuku Stream
Ōrākei	Orakei
Ōrewa	Orewa
Ōruāmō	Oruamo or Hellyers Creek
Ōrukuwai	Orukuwai Point
Ōtakamiro Point	Otakamiro Point
Pākiri	Pakiri
Paratūtai	Paratutae Island
Pāremoremo	Paremoremo
Pī-kāroro	Pikaroro Point
Puketūtū Island	Puketutu Island
Pūponga Point	Puponga Point
Pūrākau	Purakau Channel
Raetāhinga	Raetahinga Point
Rangitōpuni Stream	Rangitopuni Stream
Rangitoto	Rangitoto Island
Rarotonga / Mount Smart	Mount Smart
Tangihau	Tangitu Point
Tāwharanui Peninsula	Tawharanui Peninsula
Te Āhua ō Hinerangi (Te Āhua Point)	Te Ahua Point
Te Ārai Point	Te Arai Point

Te Atatū Peninsula	Te Atatu Peninsula
Te Awa Waitākere	Waitakere River
Te Pūtōrino ā Tangihua	Tangihua
Te Reinga	Cape Reinga (Te Rerengawairua).
Te Tau	Te Tau Bank
Te Toka Tapu ā Kupe / Ninepin Rock	Ninepin Rock
Te Unuhanga-ō-Rangitoto, "the drawing out of Rangitoto" (Mercer Bay)	Te Unuhanga-a-Rangitoto / Mercer Bay
Tirikōhua	Tirikohua
Tirikōhua	Tirikohua Point
Tiritiri Mātangi	Tiritiri Matangi Island
Tītīrangi	Titirangi
Toetoeroa	Toetoeroa Stream
Waimoko	Waimoko Stream
Wainamu	Wainamu Stream
Waitākere Bay	Waitakere Bay
Waitākere Ranges	Waitakere Ranges
Waitākere River	Waitakere River
Waitākere River and Waitākere Bay	Waitakere River and Waitakere Bay
Waitaro	Waitaro Stream
Waitematā	Waitemata Harbour
Waitematā Harbour	Waitemata Harbour
Waitī Stream	Waiti Stream
Whangapāraoa	Whangaparaoa Peninsula
Whāngaparāoa Peninsula	Whangaparaoa Peninsula
Whāngateau Harbour	Whangateau Harbour

6 DEFINED TERMS

6.1 In this deed –

administering body has the meaning given to it by section 2(1) of the Reserves Act 1977; and

agreement in principle means the agreement in principle referred to in clause 1.3.2; and

approving Marutūāhu iwi settlement legislation has the meaning given to it by section 107 of the draft settlement bill; and

approving Ngāti Whātua settlement legislation has the meaning given to it by section 107 of the draft settlement bill; and

area of interest means the area identified as the area of interest in the attachments; and

attachments means the attachments to this deed, being the area of interest, the non-exclusive RFR area, other RFR land, the deed plans, and the draft settlement bill; and

business day means a day that is not –

(a) a Saturday or a Sunday; or

(b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour Day; or

(c) Waitangi Day or ANZAC day falling on Saturday or Sunday, the following Monday;

(d) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; and

(e) a day that is observed as the anniversary of the province of –

(i) Wellington; or

(ii) Auckland; and

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

conservation area has the meaning given to it by section 2(1) of the Conservation Act 1987; and

6: DEFINED TERMS

conservation board means a board established under section 6L of the Conservation Act 1987; and

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

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

Crown has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

Crown forest land has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

Crown forestry licence

(a) has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

(b) in relation to the Riverhead Forest licensed land, means the licence described in relation to that land under part 1 of the property redress schedule; and

Crown Forestry Rental Trust means the trust established by the Crown forestry rental trust deed; and

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; and

Crown minerals protocol means the Crown minerals protocol in the documents schedule; and

cultural redress means the redress provided under clauses 5.1 to 5.18 and the settlement legislation giving effect to any of those clauses; and

cultural redress property means each property described in schedule 2 of the draft settlement bill; and

date of this deed means the date this deed is signed by the parties; and

deed of recognition means the deed of recognition in the documents schedule; and

deed of settlement and **deed** means the main body of the deed, the schedules, and the attachments; and

deferred selection property means each property described in part 4 of the property redress schedule; and

6: DEFINED TERMS

Director-General of Conservation has the same meaning as Director-General in section 2(1) of the Conservation Act 1987; and

documents schedule means the documents schedule to this deed of settlement; and

draft settlement bill means the draft settlement bill in the attachments; and

eligible member of Te Kawerau ā Maki means a member of Te Kawerau ā Maki who on 22 January 2014 was –

(a) aged 18 years or over; and

(b) registered on the register of members of Te Kawerau ā Maki kept by Warwick Lampp for the purpose of voting on –

(i) the ratification, and signing, of this deed; and

(ii) approval of the governance entity to receive the redress]; and

encumbrance, in relation to a property, means a lease, tenancy, licence, licence to occupy, easement, covenant, or other right or obligation affecting that property; and

Environment Court means the court referred to in section 247 of the Resource Management Act 1991; and

financial and commercial redress means the redress provided under clauses 6.1 to 6.6C and the settlement legislation giving effect to any of those clauses; and

financial and commercial redress amount means the amount of $6,500,000 referred to in clause 6.1; and

general matters schedule means this schedule; and

governance entity means the trustees for the time being of Te Kawerau Iwi Settlement Trust, in their capacity as trustees of the trust; and

GST –

(a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and

(b) includes, for the purposes of part 4 of this schedule, any interest or penalty payable in respect of, or on account of, the late or non-payment of GST; and

historical claim proceedings means an historical claim made in any court, tribunal, or other judicial body; and

historical claims has the meaning given to it by clauses 8.2 to 8.4 and

Historic Places Trust has the meaning given to it by section 38 of the Historic Places Act; and

Kopironui property means the area shown on deed plan OTS-106-15; and

land holding agency, in relation to –

(a) a cultural redress property, means the Department of Conservation;

(b) the Riverhead Forest licensed land, or a deferred selection property, means the department specified opposite that property in part 3, or part 4, as the case may be, of the property redress schedule; and

LINZ means Land Information New Zealand; and

main body of the deed means all of this deed, other than the schedules and attachments; and

mandated negotiators means the individuals identified as mandated negotiators by clause 8.7.1; and

mandated signatories means the individuals who are the mandated signatories under clauses 8.7.2 and 8.7.3; and

Marutūāhu iwi deed of settlement means a deed of settlement of the historical claims of Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngaati Whanaunga and Te Patukirikiri entered into between the Crown and those 5 iwi; and

Marutūāhu iwi governance entity means the entity that the Marutūāhu **iwi** deed of settlement specifies is to have the rights of the Marutūāhu iwi governance entity under this deed; and

Marutūāhu iwi settlement legislation means the legislation giving effect to the Marutūāhu iwi deed of settlement; and

member of Te Kawerau ā Maki means an individual referred to in clause 8.5.1; and

Minister means a Minister of the Crown; and

month means a calendar month; and

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

6: DEFINED TERMS

Ngāti Whātua means the descendants of Haumoewarangi, a tupuna of Ngāti Whātua as provided for in section 4(2) of the Te Runanga o Ngati Whatua Act 1988; and

Ngāti Whātua deed of settlement means a deed between the Crown and Ngāti Whātua that settles the outstanding historical claims of Ngāti Whātua; and

Ngāti Whātua governance entity means an entity that any Ngāti Whātua deed of settlement specifies as having the rights of the Ngāti Whātua governance entity under subparagraph 4 of part 3 of the settlement legislation; and

Ngāti Whātua settlement legislation means the legislation giving effect to the Ngāti Whātua deed of settlement; and

non-exclusive RFR area means the area shown on SO 459993; and

notice means a notice given under paragraphs 4.1 to 4.6 of this schedule and **notify** has a corresponding meaning; and

NWOK deed of settlement means the deed of settlement dated 9 September 2011 between Ngāti Whātua o Kaipara and the Crown settling the historical claims of Ngāti Whātua o Kaipara; and

NWOK Development Trust means the Nga Maunga Whakaii o Kaipara Development Trust established for the benefit of Ngāti Whātua o Kaipara by the Ngā Maunga Whakahii o Kaipara Tari Pupuritaonga trust deed dated 4 April 2011; and

NWOK settlement legislation means Ngāti Whātua o Kaipara Claims Settlement Act 2013, being the settlement legislation under the NWOK deed of settlement; and

Paremoremo Housing Block means the Auckland (Paremoremo) On-Site Housing Village, being the property described in part 5 of the property redress schedule; and

party means each of the following:

(a) Te Kawerau ā Maki:

(b) the governance entity:

(c) the Crown; and

person includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

property redress schedule means the property redress schedule to this deed of settlement; and

protection principles means the protection principles in the documents schedule; and

protocol means a protocol issued under clause 5.8 of the deed; and

purchased deferred selection property means each deferred selection property in relation to which the governance entity and the Crown are to be treated under paragraph 7.4 of the property redress schedule as having entered into an agreement for its sale and purchase; and

redress means –

(a) the acknowledgement and the apology made by the Crown under clause 3.2; and

(b) the cultural redress; and

(c) the financial and commercial redress; and

redress property means –

(a) each cultural redress property; and

(a) the Riverhead Forest licensed land; and

relevant consent authority for a statutory area, means a consent authority of a region or district that contains, or is adjacent to, the statutory area; and

rental proceeds has the meaning given to it by the Crown forestry rental trust deed; and

representative entity means –

(a) the governance entity; and

(b) a person (including any trustee or trustees) acting for or on behalf of:

(i) the collective group, referred to in clause 8.5.1; or

(ii) any one or more members of Te Kawerau ā Maki; or

(iii) any one or more of the whānau, hāpu, or groups of individuals referred to in clause 8.5.2; and

required encumbrance, in relation to a cultural redress property, means an encumbrance referred to in clause 5.12;

resource consent has the meaning given to it by section 2 of the Resource Management Act 1991; and

responsible Minister has the meaning given to it by the statutory provision that is now clause 20 of the draft settlement bill; and

resumptive memorial means a memorial entered on a certificate of title or computer register under any of the following sections:

(a) 27A of the State-Owned Enterprises Act 1986:

(b) 211 of the Education Act 1989:

(c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

Riverhead Forest licensed land

(a) means the land described in part 3 of the property redress schedule; but –

(b) excludes –

(i) all trees growing, standing, or lying on the land; and

(ii) all improvements that have been acquired by a purchaser of trees on the land or made, after the acquisition of the trees by the purchaser, or by the licensee;

schedules means the schedules to this deed of settlement, being the property redress schedule, the general matters schedule, and the documents schedule; and

settlement means the settlement of the historical claims under this deed and the settlement legislation; and

settlement date means the date that is 60 business days after the date on which the settlement legislation comes into force; and

settlement document means a document entered into by the Crown to give effect to this deed, being each protocol; and

settlement legislation and **Te Kawerau ā Maki settlement legislation** means, if the bill proposed by the Crown for introduction to the House of Representatives under clause 7.1 is passed, the resulting Act; and

statement of association means each statement of association in the documents schedule; and

statement of Te Kawerau ā Maki values means, in relation to the whenua rahui, the statement –

(a) made by Te Kawerau ā Maki of their values relating to their cultural, spiritual, historical and traditional association with the site; and

(b) that is in the form set out in part 1 of the documents schedule at the settlement date; and

statutory acknowledgment has the meaning given to it by section 26 of the draft settlement bill; and

Tāmaki Makaurau collective redress deed means the deed known as the Ngā Mana Whenua o Tāmaki Makaurau collective redress deed dated 5 December 2012 entered into between Ngā Mana Whenua o Tāmaki Makaurau and the Crown; and

taonga tūturu protocol means the taonga tūturu protocol in the documents schedule; and

tax includes income tax and GST; and

tax legislation means legislation that imposes, or provides for the administration of, tax; and

Te Kawerau ā Maki has the meaning given to it by clause 8.5; and

Te Kawerau ā Maki values means the statement of Te Kawerau ā Maki values; and

Te Kawerau Iwi Settlement Trust means the trust known by that name and established by a trust deed dated 21 February 2014; and

terms of negotiation means the terms of negotiation referred to in clause 1.3.1; and

Treaty of Waitangi means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975; and

trustees of the NWOK Development Trust means the trustees from time to time of the NWOK Development Trust, in their capacity as trustees of that trust; and

trustees of Te Kawerau Iwi Settlement Trust means the trustees from time to time of Te Kawerau Iwi Settlement Trust, in their capacity as trustees of that trust; and

vesting, in relation to a cultural redress property, means its vesting under the settlement legislation; and

Waitangi Tribunal has the meaning given to it by section 4 of the Treaty of Waitangi Act 1975; and

Whenua Rahui means the site declared subject to Whenua Rahui by the settlement legislation, being the site referred to in clause 5.1.1; and

writing means representation in a visible form and on a tangible medium (such as print on paper).

7 INTERPRETATION

7.1 This part applies to this deed's interpretation, unless the context requires a different interpretation.

7.2 Headings do not affect the interpretation.

7.3 A term defined by –

7.3.1 this deed has the meaning given to it by this deed; and

7.3.2 the draft settlement bill, but not by this deed, has the meaning given to it by that bill.

7.4 All parts of speech, and grammatical forms, of a defined term have corresponding meanings.

7.5 The singular includes the plural and vice versa.

7.6 One gender includes the other genders.

7.7 Any monetary amount is in New Zealand currency.

7.8 Time is New Zealand time.

7.9 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.

7.10 A period of time specified as –

7.10.1 beginning on, at, or with a specified day, act, or event includes that day or the day of the act or event; or

7.10.2 beginning from or after a specified day, act, or event does not include that day or the day of the act or event; or

7.10.3 ending by, on, at, with, or not later than, a specified day, act, or event includes that day or the day of the act or event; or

7.10.4 ending before a specified day, act or event does not include that day or the day of the act or event; or

7.10.5 continuing to or until a specified day, act, or event includes that day or the day of the act or event.

7.11 A reference to –

7.11.1 an agreement or document, including this deed or a document in the documents schedule, means that agreement or that document as amended, novated, or replaced; and

7.11.2 legislation, including the settlement legislation, means that legislation as amended, consolidated, or substituted; and

7.11.3 a party includes a permitted successor of that party; and

7.11.4 a particular Minister includes any Minister who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for the relevant matter.

7.12 An agreement by two or more persons binds them jointly and severally.

7.13 If the Crown must endeavour to do something or achieve some result, the Crown –

7.13.1 must use reasonable endeavours to do that thing or achieve that result; but

7.13.2 is not required to propose for introduction to the House of Representatives any legislation, unless expressly required by this deed.

7.14 Provisions in –

7.14.1 the main body of this deed are referred to as clauses; and

7.14.2 the property redress, and general matters, schedules are referred to as paragraphs; and

7.14.3 the draft settlement bill are referred to as sections; and

7.14.4 the documents in the documents schedule are referred to as clauses.

7.15 If there is a conflict between a provision that is –

7.15.1 in the main body of this deed and a provision in a schedule or an attachment, the provision in the main body of the deed prevails; and

7.15.2 in English and a corresponding provision in Māori, the provision in English prevails.

7.16 The deed plans in the attachments that are referred to in Whenua Rahui and the statutory acknowledgement indicate the general locations of the relevant areas but not their precise boundaries.

7.17 The deed plans in the attachments that show the cultural redress properties indicate the general locations of the relevant properties but are for information purposes only and do

not show their precise boundaries. The legal descriptions for the cultural redress properties are shown in schedule 3 of the draft settlement bill.

TE KAWERAU Ā MAKI

and

THE TRUSTEES OF TE KAWERAU IWI SETTLEMENT TRUST

and

THE CROWN

DEED OF SETTLEMENT SCHEDULE: PROPERTY REDRESS

TABLE OF CONTENTS

1 DISCLOSURE INFORMATION AND WARRANTY 1

2 VESTING OF CULTURAL REDRESS PROPERTIES 3

3 DESCRIPTION OF RIVERHEAD FOREST LICENSED LAND.....4

4 DESCRIPTIONS OF DEFERRED SELECTION PROPERTIES.....5

5 PAREMOREMO HOUSING BLOCK 6

6 RIGHT TO PURCHASE PAREMOREMO HOUSING BLOCK.....7

7 DEFERRED SELECTION.....8

8 TERMS OF TRANSFER FOR RIVERHEAD FOREST LICENSED LAND AND PURCHASED DEFERRED SELECTION PROPERTIES.....20

9 NOTICE IN RELATION TO SETTLEMENT PROPERTIES 32

10 DEFINITIONS 33

1 DISCLOSURE INFORMATION AND WARRANTY

DISCLOSURE INFORMATION

1.1 The Crown –

1.1.1 has provided information to the governance entity about the redress properties, by various correspondence sent between 1 April 2011 and 10 December 2013; and

1.1.2 must under paragraph 7.2.1 provide information to the governance entity about a deferred selection property if the governance entity has, in accordance with part 7, given the Crown notice of interest in purchasing the property.

WARRANTY

1.2 In this deed, unless the context otherwise requires, –

1.2.1 **acquired property** means –

(a) each redress property; and

(b) each purchased deferred selection property; and

1.2.2 **disclosure information,** in relation to an acquired property, means the information given by the Crown about the property referred to in paragraph 1.

1.3 The Crown warrants to the governance entity that the Crown has given to the governance entity in its disclosure information about an acquired property all material information that, to the best of the land holding agency's knowledge, is in the agency's records about the property (including its encumbrances) at the date of providing that information, –

1.3.1 having inspected the agency's records; but

1.3.2 not having made enquiries beyond the agency's records; and

1.3.3 in particular, not having undertaken a physical inspection of the property.

WARRANTY LIMITS

1.4 Other than under paragraph 1.3, the Crown does not give any representation or warranty, whether express or implied, and does not accept any responsibility, with respect to –

1.4.1 an acquired property, including in relation to –

(a) its state, condition, fitness for use, ownership, occupation, or management; or

(b) its compliance with –

(i) legislation, including bylaws; or

(ii) any enforcement or other notice, requisition, or proceedings; or

1.4.2 the disclosure information about an acquired property, including in relation to its completeness or accuracy.

1.5 The Crown has no liability in relation to the state or condition of an acquired property, except for any liability arising as a result of a breach of paragraph 1.3.

INSPECTION

1.6 In paragraph 1.7, **relevant date** means, in relation to an acquired property that is –

1.6.1 a redress property, the date of this deed; and

1.6.2 a purchased deferred selection property, the day on which the governance entity gives an election notice electing to purchase the property.

1.7 Although the Crown is not giving any representation or warranty in relation to an acquired property, other than under paragraph 1.3, the governance entity acknowledges that it could, before the relevant date, –

1.7.1 inspect the property (at a time approved by the land holding agency) and determine its state and condition; and

1.7.2 consider the disclosure information in relation to it.

2 VESTING OF CULTURAL REDRESS PROPERTIES

SAME MANAGEMENT REGIME AND CONDITION

2.1 Until the settlement date, the Crown must –

2.1.1 continue to manage and administer each cultural redress property in accordance with its existing practices for the property; and

2.1.2 maintain each cultural redress property in substantially the same condition that it is in at the date of this deed.

2.2 Paragraph 2.1 does not –

2.2.1 apply to a cultural redress property that is not managed and administered by the Crown; or

2.2.2 require the Crown to restore or repair a cultural redress property damaged by an event beyond the Crown's control.

ACCESS

2.3 The Crown is not required to enable access to a cultural redress property for the governance entity or members of Te Kawerau ā Maki.

COMPLETION OF DOCUMENTATION

2.4 Any documentation required by this deed and/or the settlement legislation to be signed by the governance entity in relation to the vesting of a cultural redress property, must, on or before the settlement date, be –

2.4.1 provided by the Crown to the governance entity; and

2.4.2 duly signed and returned by the governance entity.

SURVEY AND REGISTRATION

2.5 The Crown must arrange, and pay for, -

2.5.1 the preparation, approval, and where applicable the deposit, of a cadastral survey dataset of a cultural redress property to the extent it is required to enable the issue, under the settlement legislation, of a computer freehold register for the property; and

2.5.2 the registration of any document required in relation to the vesting under the settlement legislation of a cultural redress property in the governance entity.

3 DESCRIPTION OF RIVERHEAD FOREST LICENSED LAND

Description (all North Auckland Land District)	Interests	Land holding agency
3275.2200 hectares, more or less, being Lot 2 DP 138519, Lot 1 DP 138520, and Lots 1 and 2 DP 138521.	Subject to a Crown Forestry Licence under section 30 Crown Forests Assets Act 1989 registered as computer interest register NA100A/2 (and variation 6613038.1). Subject to protective covenants created by C646570.1. Subject to an easement in gross for telecommunications purposes created by E6324550.1 (affects Lots 1 and 2 DP 138521). Together with a right of way easement created by Transfer 215163 (affects Lot 1 DP 138521). Together with a right of way easement created by Transfer D568664.5 (affects Lot 2 DP 138519 and Lot 1 DP 138520). Subject to a right of way easement created by D568664.6 (affects Lot 1 DP 138520). Subject to a right of way and a right to convey power, water, and telemetry easement created by D568664.7 (affects Lot 1 DP 138520). Subject to a Notice pursuant to section 195(2) Climate Change Response Act 2002 registered as instrument 9109811.1 (affects Lot 2 DP 138519 and Lot 2 DP 138521). Subject to a Notice pursuant to section 195(2) Climate Change Response Act 2002 registered as instrument 9109779.1 (affects Lot 1 DP 138520 and Lot 1 DP 138521). Subject to Part IVA Conservation Act 1987. Subject to section 11 Crown Minerals Act 1991.	LINZ

4 DESCRIPTIONS OF DEFERRED SELECTION PROPERTIES

Sale and Leaseback Site (Land Only)	Description (all North Auckland Land District)	Land holding agency
Campbells Bay Primary School site	3.8020 hectares, more or less, being Part Lot 128 and Lots 129, 130, 131, 132, 133, and 134 DP 9328. Part Gazette Notice A491404.	Ministry of Education
Waterview Primary School site	2.0460 hectares, more or less, being Allotment 226 Parish of Titirangi and Lot 53 DP 15528. All computer freehold register 588067. 0.0910 hectares, more or less, being Lot 63 DP 15528. All Gazette Notice 471786.1.	Ministry of Education
Henderson Primary School site	2.1413 hectares, approximately, being Part Allotments 8 and 90 Parish of Waipareira. Part Proclamation 276310.1. Subject to survey. 0.0188 hectares, more or less, being Part Lot 5 DP 20253. All Gazette Notice 715203.1.	Ministry of Education
Matipo Road School site	2.8163 hectares, approximately, being Part Lots 1 and 2 DP 38223 and Part Lot 5 DP 40734. Balance Proclamation 19132. Subject to survey.	Ministry of Education

5 PAREMOREMO HOUSING BLOCK

Property	Description	
Paremoremo Housing Block	31.9155 hectares, more or less, being Part Allotment 681 Parish of Paremoremo and Section 1 SO 70641. Balance computer freehold register 52447.	

6 RIGHT TO PURCHASE PAREMOREMO HOUSING BLOCK

6.1 The parties approve as redress for Te Kawerau ā Maki the rights of the governance entity under part 7 of the NWOK deed of settlement.

6.2 The terms and conditions of that redress in the NWOK deed of settlement apply as if the governance entity had signed the NWOK deed of settlement agreeing to the redress on these terms and conditions.

6.3 The parties record that this deed is the "**approving TKaM deed of settlement**" for the purposes of the NWOK deed of settlement.

7 DEFERRED SELECTION

A RIGHT OF PURCHASE

NOTICE OF INTEREST

7.1 Subject to clause 6.6C, the governance entity may, for 2 years after the settlement date, give the Crown a written notice of interest in purchasing a deferred selection property.

EFFECT OF NOTICE OF INTEREST

7.2 If the governance entity gives, in accordance with this part, a notice of interest in a deferred selection property –

7.2.1 the Crown must, not later than 15 business days after the notification date, give the governance entity all material information that, to the best of its knowledge, is in its records about the property, including its encumbrances; and

7.2.2 the property's transfer value must be determined or agreed in accordance with subpart B.

ELECTION TO PURCHASE

7.3 If the governance entity gives a notice of interest in a deferred selection property in accordance with this part, it must give the Crown written notice of whether or not it elects to purchase the property by not later than 15 business days after its transfer value being determined or agreed in accordance with this part.

EFFECT OF ELECTION TO PURCHASE

7.4 If the governance entity gives an election notice electing to purchase a deferred selection property in accordance with this part, the parties are to be treated as having entered into an agreement for the sale and purchase of the property at its transfer value determined or agreed in accordance with this part, plus GST if any, on the terms provided in part 8 and under which –

7.4.1 on the DSP settlement date –

(a) the Crown must transfer the property to the governance entity; and

(b) the governance entity must pay to the Crown an amount equal to the transfer value of the property determined or agreed in accordance with this part, plus GST if any, by –

(i) bank cheque drawn on a registered bank and payable to the Crown; or

(ii) another payment method agreed by the parties; and

7.4.2 the parties must, by or on the DSP settlement date, sign the Crown leaseback (being a registrable lease of the property) –

(a) commencing on the actual TSP settlement date; and

(b) at an initial annual rent determined by multiplying the transfer value of the property determined under this part by the percentage specified in clause 2.2 of the Crown leaseback to the Ministry of Education (plus GST, if any, on the amount so determined); and

(c) on the terms provided in part 8 of the documents schedule for the leaseback.

B DETERMINING THE TRANSFER VALUE OF A DEFERRED SELECTION PROPERTY

APPLICATION OF THIS SUBPART

7.5 This subpart provides how the transfer value of a deferred selection property is to be determined after the governance entity has given, in accordance with this part, a notice of interest in the deferred selection property.

7.6 The transfer value is to be determined as at the notification date.

APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR

7.7 The parties not later than 10 business days after the notification date:

7.7.1 must each:

(a) instruct a valuer using the form of instructions in appendix 1; and

(b) give written notice to the other of the valuer instructed; and

7.7.2 may agree and jointly appoint the person to act as the valuation arbitrator in respect of the property.

7.8 If the parties do not agree and do not jointly appoint a person to act as a valuation arbitrator within 15 business days after the notification date, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable.

QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR

7.9 Each valuer must be a registered valuer.

7.10 The valuation arbitrator –

7.10.1 must be suitably qualified and experienced in determining disputes about the market value of similar properties;

7.10.2 is appointed when he or she confirms his or her willingness to act.

VALUATION REPORTS FOR A PROPERTY

7.11 Each party must, in relation to a valuation, not later than:

7.11.1 50 business days after the notification date, provide a copy of its final valuation report to the other party; and

7.11.2 60 business days after the notification date, provide its valuer's written analysis report to the other party.

7.12 Valuation reports must comply with the International Valuation Standards 2012, or explain where they are at variance with those standards.

EFFECT OF DELIVERY OF ONE VALUATION REPORT

7.13 If only one valuation report for a property is delivered by the required date, the transfer value of the property is the market value as assessed in the report, (based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%).

NEGOTIATIONS TO AGREE A TRANSFER VALUE

7.14 If both valuation reports for a property are delivered by the required date:

7.14.1 the parties must endeavour to agree in writing the transfer value (being the agreed market value based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%)

7.14.2 either party may, if the transfer value of the property is not agreed in writing within 70 business days after the notification date and if a valuation arbitrator has been appointed under paragraph 7.7.2 or paragraph 7.8, refer that matter to the determination of the valuation arbitrator; or

7.14.3 if that agreement has not been reached within the 70 business day period but the valuation arbitrator has not been appointed under paragraph 7.7.2 or paragraph 7.8, the parties must attempt to agree and appoint a person to act as the valuation arbitrator within a further 5 business days; and

7.14.4 if paragraph 7.14.3 applies, but the parties do not jointly appoint a person to act as a valuation arbitrator within the further 5 business days, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable; and

7.14.5 the valuation arbitrator, must promptly on his or her appointment, specify to the parties the arbitration commencement date.

VALUATION ARBITRATION

7.15 The valuation arbitrator must, not later than 10 business days after the arbitration commencement date, –

7.15.1 give notice to the parties of the arbitration meeting, which must be held –

(a) at a date, time, and venue determined by the valuation arbitrator after consulting with the parties; but

(b) not later than 30 business days after the arbitration commencement date; and

7.15.2 establish the procedure for the arbitration meeting, including providing each party with the right to examine and re-examine, or cross-examine, as applicable, –

(a) each valuer; and

(b) any other person giving evidence.

7.16 Each party must –

7.16.1 not later than 5pm on the day that is 5 business days before the arbitration meeting, give to the valuation arbitrator, the other party, and the other party's valuer –

(a) its valuation report; and

(b) its submission; and

(c) any sales, rental, or expert evidence that it will present at the meeting; and

(d) attend the arbitration meeting with its valuer.

7.17 The valuation arbitrator must –

7.17.1 have regard to the requirements of natural justice at the arbitration meeting; and

7.17.2 no later than 50 business days after the arbitration commencement date, give his or her determination –

(a) of the market value of the property (which is to be the market value based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%); and

(b) being no higher than the higher, and no lower than the lower, assessment of market value contained in the parties' valuation reports.

7.18 An arbitration under this subpart is an arbitration for the purposes of the Arbitration Act 1996.

TRANSFER VALUE

7.19 The transfer value of the property, is:

7.19.1 determined under paragraph 7.13; or

7.19.2 agreed under paragraph 7.14.1; or

7.19.3 the market value determined by the valuation arbitrator under paragraph 7.17.2, (based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%).

C GENERAL PROVISIONS

TIME LIMITS

7.20 In relation to the time limits each party must use reasonable endeavours to ensure -

7.20.1 those time limits are met and delays are minimised; and

7.20.2 in particular, if a valuer or a valuation arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

DETERMINATION FINAL AND BINDING

7.21 The valuation arbitrator's determination under subpart B is final and binding.

COSTS

7.22 In relation to the determination of the transfer value of a property, each party must pay –

7.22.1 its costs; and

7.22.2 half the costs of a valuation arbitration; or

7.22.3 such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

ENDING OF OBLIGATIONS

7.23 The Crown's obligations under this deed in relation to a deferred selection property immediately cease if –

7.23.1 the governance entity –

(a) does not give notice of interest in relation to the property in accordance with paragraph 7.1; or

(b) gives notice of interest in relation to the property in accordance with paragraph 7.1 but the governance entity –

(i) gives an election notice under which it elects not to purchase the property; or

(ii) does not give an election notice in accordance with paragraph 7.3 electing to purchase the property; or

(c) gives the Crown written notice that it is not interested in purchasing the property at any time before an agreement for the sale and purchase of the property is constituted under paragraph 7.4; or

(d) does not comply with any obligation in relation to the property under subpart B; or

7.23.2 an agreement for the sale and purchase of the property is constituted under paragraph 7.4 and the agreement is cancelled in accordance with the terms of transfer in part 8.

APPENDIX 1

[**Valuer's name**]

[**Address**]

Valuation instructions

INTRODUCTION

The trustees of Te Kawerau Iwi Settlement Trust (the **governance entity**) has the right under a deed of settlement to purchase properties from [***name***] (the **land holding agency**).

This right is given by:

(a) clause 6.5 and 6.6 of the deed of settlement; and
(b) part 7 of the property redress schedule to the deed of settlement (part 7).

PROPERTY TO BE VALUED

The governance entity has given the land holding agency a notice of interest in purchasing -

[describe the property including its legal description]

PROPERTY TO BE LEASED BACK

The governance entity purchases the property from the Crown the governance entity will lease the property back to the Crown on the terms provided by the lease in part 8 of the documents schedule to the deed of settlement (the **agreed lease**).

As the agreed lease is a ground lease, the ownership of the improvements on the property (the **Lessee's improvements**), remains unaffected by the transfer.

DEED OF SETTLEMENT

A copy of the deed of settlement is enclosed.

Your attention is drawn to –

(a) part 7; and

(b) the agreed lease of the property in part 8 of the documents schedule to the deed.

All references in this letter to subparts or paragraphs are to subparts or paragraphs of part 7.

A term defined in the deed of settlement has the same meaning when used in these instructions.

Subpart B of part 7 applies to the valuation of the property.

ASSESSMENT OF MARKET VALUE REQUIRED

You are required to undertake a valuation to assess the market value of the property that is a school site in accordance with the methodology below as at [date] (the **valuation date**) being the date the land holding agency received the notice of interest in the property from the governance entity.

As the Lessee's improvements will not transfer, the market value of the property is to be the market value of its land (i.e. not including any Lessee's improvements).

The [land holding agency][governance entity][***delete one***] will require another registered valuer to assess the market value of the property as at the valuation date.

The two valuations are to enable the market value of the property, to be determined either:

(a) by agreement between the parties; or

(b) by arbitration.

The market value of the property so determined will be the basis of establishing the "transfer value" at which the governance entity may elect to purchase the property as a deferred selection property under paragraph 7.3, plus GST (if any).

MARKET VALUE OF A SCHOOL SITE

For the purposes of these instructions the intention of the parties in respect of a school site is to determine a transfer value to reflect the designation and use of the land for education purposes.

The market value of a school site is to be calculated as the market value of the property, exclusive of improvements, based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%.

A two step process is required:

1) firstly, the assessment of the unencumbered market value (based on highest and best use) by;

    a) disregarding the designation and the Crown leaseback; and

    b) considering the zoning in force at the valuation date and

    c) excluding any improvements on the land; and;

2) secondly the application of a 20% discount to the unencumbered market value to determine the market value as a school site (transfer value).

The transfer value is used to determine the initial annual rent based on an agreed rental percentage of the agreed transfer value, determined in accordance with the Crown leaseback (plus GST, if any, on the amount so determined).

VALUATION OF PROPERTY

You must, in relation to a property:

(a) before inspecting the property, determine with the other valuer:

(i) the valuation method or methods applicable to the property; and

(ii) the comparable sales to be used in determining the market value of the property; and

(b) inspect the property, where practical, together with the valuer appointed by the other party; and

(c) attempt to resolve any matters or issues arising from your inspections and input assumptions; and

(d) by not later than 30 business days after the valuation date prepare, and deliver to us, a draft valuation report; and

(e) by not later than 45 business days after the valuation date:

(i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and

(ii) deliver a copy of your final valuation report to us; and

(f) by not later than 55 business days after the valuation date, prepare and deliver to us a written analysis of both valuation reports to assist in the determination of the market value of the property; and

(g) by not later than 65 business days after the valuation date, meet with the other valuer and discuss your respective valuation reports and written analysis reports with a view to reaching consensus on the market value; and

(h) if a consensus on market value is reached, record it in writing signed by you and the other valuer and deliver it to both parties; and

(i) participate in any meetings, including any peer review process, as required by us and the other party to agree the market value of the property; and

(j) if a review valuer has been appointed by parties, you must within 5 business days of receipt of the review valuer's report, review your market valuation report, taking into account the findings of the review valuer, and provide us with a written report of your assessment of the market value of the property; and

(k) participate in any arbitration process required under subpart A to determine the market value of the property.

REQUIREMENTS OF YOUR VALUATION

Our requirements for your valuation are as follows.

You are to assume that –

(a) the property is a current asset and was available for immediate sale as at the valuation date; and

(b) all legislative processes that the Crown must meet before disposing of the property have been met.

Your valuation is –

(a) to assess market value on the basis of market value as defined in the current edition of the Australia and New Zealand Valuation and Property Standards [2009] and International Valuation Standards [2012]; and

(b) to take into account –

(i) any encumbrances, interests, or other matters affecting or benefiting the property that were noted on its title on the valuation date; and

(ii) the terms of the agreed lease; and

(iii) the attached disclosure information about the property that has been given by the land holding agency to the governance entity, including the disclosed encumbrances; and

(iv) the attached terms of transfer (that will apply to a purchase of the property by the governance entity); but

(c) not to take into account a claim in relation to the property by or on behalf of the governance entity.

REQUIREMENTS FOR YOUR VALUATION REPORT

We require a full valuation report in accordance with the current edition of the Australia and New Zealand Valuation and Property Standards [2009] and International Valuation Standards [2012], including -

(a) an executive summary, containing a summary of –

(i) the valuation; and

(ii) the key valuation parameters; and

(iii) the key variables affecting value; and

(b) a detailed description, and a clear statement, of the land value; and

(c) a clear statement as to any impact of –

(i) the disclosed encumbrances; and

(ii) the agreed lease; and

(d) details of your assessment of the highest and best use of the property; and

(e) comment on the rationale of likely purchasers of the property; and

(f) a clear identification of the key variables which have a material impact on the valuation; and

(g) full details of the valuation method or methods; and

(h) appendices setting out –

(i) a statement of the valuation methodology and policies; and

(ii) relevant market and sales information.

Your report must comply with the minimum requirements set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation, and other relevant standards, insofar as they are consistent with subpart A.

You may, with our prior consent, obtain specialist advice, such as engineering or planning advice.

ACCEPTANCE OF THESE INSTRUCTIONS

By accepting these instructions, you agree to comply with these instructions and, in particular, not later than:

(a) 30 business days after the valuation date, to prepare and deliver to us a draft valuation report; and

(b) 45 business days after the valuation date, to:

(i) review your draft valuation report after taking into account any comments made by us or a peer review of the report obtained by us; and

(ii) deliver a copy of your final valuation report to us; and

(c) 55 business days after the valuation date, to prepare and deliver to us a written analysis of both valuation reports; and

(d) 65 business days after the valuation date, to meet with the other valuer to discuss your respective valuation reports and written analysis reports.

ACCESS

As the property is a school site, you should not enter on to [**insert name(s) of school site(s)**] without first arranging access through the Ministry of Education [**give contact details**] and should not contact the school(s) directly.

OPEN AND TRANSPARENT VALUATION

The parties intend this valuation to be undertaken in an open and transparent manner, and for all dealings and discussions to be undertaken in good faith.

In particular, you must:

(a) copy any questions you have or receive with regard to the valuation, together with the responses, to the governance entity, the land holding agency, and the other valuer: and

(b) make all reasonable attempts throughout this valuation process to resolve differences between you and the other valuer before delivering a copy of your final valuation report to us.

Yours faithfully

[**Name of signatory**]
[**Position**]
[**Governance entity/Land holding agency**][**delete one**]

8 TERMS OF TRANSFER FOR RIVERHEAD FOREST LICENSED LAND AND PURCHASED DEFERRED SELECTION PROPERTIES

APPLICATION OF THIS SUBPART

8.1 This part –

8.1.1 applies to the transfer by the Crown under this deed of each of the following properties (a **transfer property**):

(a) the Riverhead Forest licensed land, under clause 6.2; and

(b) each purchased deferred selection property, under paragraph 7.4.1; and

8.1.2 when it refers to **party** means each of the following:

(a) the Crown:

(b) the governance entity.

TRANSFER

8.2 The Crown must transfer the fee simple estate in a transfer property to the governance entity –

8.2.1 subject to, and where applicable with the benefit of, –

(a) the disclosed encumbrances affecting or benefiting the property (as they may be varied by a non-material variation, or a material variation entered into under paragraph 8.18.4(a)); and

(b) any additional encumbrances affecting or benefiting the property entered into by the Crown under paragraph 8.18.4(b); and

8.2.2 if the property is a deferred selection property, subject to the Crown leaseback in relation to the property.

8.3 The Crown must pay any survey and registration costs required to transfer the fee simple estate in a transfer property to the governance entity.

POSSESSION

8.4 Possession of a transfer property must, on the TSP settlement date for the property, –

8.4.1 be given by the Crown; and

8.4.2 taken by the transferee; and

8.4.3 be vacant possession subject only to –

(a) any encumbrances referred to in paragraph 8.2.1 that prevent vacant possession being given and taken; and

(b) if the property is a deferred selection property, the Crown leaseback.

SETTLEMENT

8.5 Subject to paragraphs 8.6 and 8.42, the Crown must provide the transferee with the following in relation to a transfer property on the TSP settlement date for that property:

8.5.1 evidence of –

(a) a registrable transfer instrument; and

(b) any other registrable instrument required by this deed in relation to the property:

8.5.2 all contracts and other documents (but not public notices such as proclamations and *Gazette* notices) that create unregistered rights or obligations affecting the registered proprietor's interest in the property after the TSP settlement date:

8.5.3 any key or electronic opener to a gate or door on, and any security code to an alarm for, the property that are held by the Crown, unless –

(a) the property is a deferred selection property; and

(b) to do so would be inconsistent with the Crown leaseback.

8.6 If the fee simple estate in the transfer property may be transferred to the transferee electronically under the relevant legislation, –

8.6.1 paragraphs 8.5.1 and 8.5.2 do not apply; and

8.6.2 the Crown must ensure its solicitor, –

(a) a reasonable time before the TSP settlement date for the property, –

(i) creates a Landonline workspace for the transfer to the transferee of the fee simple estate in the transfer property and for any other registrable instruments required by the deed in relation to the property (the **electronic instruments**); and

(ii) prepares, certifies, signs, and pre-validates in the Landonline workspace the electronic instruments; and

(b) on the TSP settlement date, releases the electronic instruments so that the transferee's solicitor may submit them for registration under the relevant legislation; and

8.6.3 the transferee must ensure its solicitor, a reasonable time before the TSP settlement date, certifies and signs the electronic instruments prepared in the Landonline workspace under paragraph 8.6.2(a)(ii).

8.7 The **relevant legislation** for the purposes of paragraph 8.6 is –

8.7.1 the Land Transfer Act 1952; and

8.7.2 the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.

8.8 The transfer value of, or the amount payable by the transferee for, a transfer property is not affected by –

8.8.1 a non-material variation, or a material variation entered into under paragraph 8.18.4(a), of a disclosed encumbrance affecting or benefitting the property ; or

8.8.2 an additional encumbrance affecting or benefiting the property entered into by the Crown under paragraph 8.18.4(b).

APPORTIONMENT OF OUTGOINGS AND INCOMINGS

8.9 If, as at the actual TSP settlement date for a transfer property, –

8.9.1 the outgoings for the property pre-paid by the Crown for any period after that date exceed the incomings received by the Crown for any period after that date, the transferee must pay the amount of the excess to the Crown; or

8.9.2 the incomings for the property received by the Crown for any period after that date exceed the outgoings for the property pre-paid by the Crown for any period after that date, the Crown must pay the amount of the excess to the transferee.

8.10 The outgoings for a transfer property for the purposes of paragraph 8.9 do not include insurance premiums and the transferee is not required to take over from the Crown any contract of insurance in relation to the property.

8.11 The incomings for the Riverhead Forest licensed land for the purposes of paragraph 8.9 do not include licence fees under the Crown forestry licence.

8.12 An amount payable under paragraph 8.9 in relation to a transfer property must be paid on the actual TSP settlement date for the property.

8.13 The Crown must, before the actual TSP settlement date for a transfer property, provide the transferee with a statement calculating the amount payable by the transferee or the Crown under paragraph 8.9.

FIXTURES, FITTINGS, AND CHATTELS

8.14 The transfer of a transfer property includes all fixtures and fittings that were owned by Crown, and located on the property, on the first date of the transfer period for that property.

8.15 Paragraph 8.14 does not apply to the Lessee's improvements located on a deferred selection property.

8.16 Fixtures and fittings transferred under paragraph 8.14 must not be mortgaged or charged.

8.17 The transfer of a transfer property does not include chattels.

PRE-TRANSFER OBLIGATIONS AND RIGHTS

8.18 The Crown must during the transfer period for a transfer property,–

8.18.1 ensure the property is maintained in substantially the same condition, fair wear and tear excepted, as it was in at the first day of the period; and

8.18.2 pay the charges for electricity, gas, water, and other utilities that the Crown owes as owner of the property, except where those charges are payable by a tenant or occupier to the supplier; and

8.18.3 ensure the Crown's obligations under the Building Act 2004 are complied with in respect of any works carried out on the property during the period –

(a) by the Crown; or

(b) with the Crown's written authority; and

8.18.4 obtain the prior written consent of the transferee before –

(a) materially varying a disclosed encumbrance affecting or benefiting the property; or

(b) entering into an encumbrance affecting or benefitting the property; or

(c) procuring a consent, or providing a waiver, under the Resource Management Act 1991, or any other legislation, that materially affects the property; and

8.18.5 use reasonable endeavours to obtain permission for the transferee to enter and inspect the property under paragraph 8.19 if the transferee is prevented from doing so by the terms of an encumbrance referred to in paragraph 8.2, but

in the case of a deferred selection property these obligations are modified to the extent necessary to ensure they do not add to, or vary, the obligations of the Crown under the Crown leaseback as if it applied during the transfer period.

8.19 The transferee, during the transfer period in relation to a transfer property, –

8.19.1 must not unreasonably withhold or delay any consent sought under paragraph 8.18 in relation to the property; and

8.19.2 may enter and inspect the property on one occasion –

(a) after giving reasonable notice; and

(b) subject to the terms of the encumbrances referred to in paragraph 8.2; and

8.19.3 must comply with all reasonable conditions imposed by the Crown in relation to entering and inspecting the property.

PRE-TRANSFER OBLIGATIONS AND RIGHTS IN RELATION TO RIVERHEAD FOREST LICENSED LAND

8.20 During the transfer period for the Riverhead Forest licensed land, the Crown –

8.20.1 must prudently manage the licensor's rights under the Crown forestry licence; and

8.20.2 in reviewing the licence fee under the Crown forestry licence –

(a) must ensure that, so far as reasonably practicable, the governance entity's interests as licensor after the settlement date are not prejudiced; and

(b) must not agree a licence fee for the Riverhead Forest licensed land that is less per square metre than any licence fee agreed to by the Crown for the balance of the land that is subject to the Crown forestry licence (the **balance of the land**); and

8.20.3 must provide the governance entity with all material information, and must have regard to the governance entity's written submissions, in relation to the performance of the Crown's obligations under paragraphs 8.20.1 and 8.20.2; and

8.20.4 must, so far as is reasonably practicable, provide the information to the governance entity under paragraph 8.20.3 in sufficient time to enable it to make effective submissions on the performance of the Crown's obligations under paragraphs 8.20.1 and 8.20.2; but

8.20.5 is not required to provide information to the governance entity under paragraph 8.20.3 if that would result in the Crown breaching a confidentiality obligation.

8.21 The governance entity acknowledges and agrees that –

8.21.1 the licence-splitting process may not be completed until after the settlement date as, in particular, the licensee has no obligation to participate in them until that date; and

8.21.2 the governance entity must –

(a) provide any assistance reasonably required by the Crown to assist with the licence-splitting process; and

(b) sign all documents, and do all other things, required of it as owner of the Riverhead Forest licensed land to give effect to the matters agreed or determined under the licence-splitting process.

SPLITTING OF LICENCE FEES

8.22 Until completion of the licence splitting process in relation to the Riverhead Forest licensed land under the NWoK deed of settlement, unless otherwise agreed by the governance entity as licensor, and the licensee under the Crown forestry licence, and the Crown, the licence fee under the Crown forestry licence attributable to the Riverhead Forest licensed land are to be calculated in accordance with the following formula:

$$A \times (B \div C)$$

8.23 For the purposes of the formula in paragraph 8.22 –

8.23.1 **A** is the licence fees under the Crown forestry licence; and

8.23.2 **B** is the area of Riverhead Forest licensed land; and

8.23.3 **C** is the area of land covered by the Crown forestry licence.

OBLIGATIONS AFTER SETTLEMENT

8.24 The Crown must –

8.24.1 give the relevant territorial authority notice of the transfer of a transfer property immediately after the actual TSP settlement date for the property; and

8.24.2 if it receives a written notice in relation to a transfer property from the Crown, a territorial authority, or a tenant after the actual TSP settlement date for the property, –

(a) comply with it; or

(b) provide it promptly to the transferee or its solicitor; or

8.24.3 pay any penalty incurred by the transferee as a result of the Crown not complying with paragraph 8.24.2.

8.25 The transferee must, from the settlement date, comply with the licensor's obligations under the Crown forestry licence in relation to the Riverhead Forest licensed land –

8.25.1 including the obligation to –

(a) repay any overpayment of licence fees by the licensee; and

(b) pay interest arising on or after the settlement date on that overpayment; but

8.25.2 not including the Crown's obligations under clause 17.4 of the Crown forestry licence.

RISK AND INSURANCE

8.26 A transfer property is at the sole risk of –

8.26.1 the Crown, until the actual TSP settlement date for the property; and

8.26.2 the transferee, from the actual TSP settlement date for the property.

DAMAGE AND DESTRUCTION

8.27 Paragraphs 8.28 to 8.35 apply if, before the actual TSP settlement date for a transfer property, –

8.27.1 the property is destroyed or damaged; and

8.27.2 the destruction or damage has not been made good.

8.28 If the property is a deferred selection property and, as a result of the destruction or damage, the property is not tenantable –

8.28.1 the transferee may cancel its transfer by written notice to the Crown; or

8.28.2 the Crown may cancel its transfer by written notice to the transferee if the property is a leaseback property.

8.29 Notice under paragraph 8.28 must be given before the actual TSP settlement date.

8.30 Paragraph 8.31 applies if the property is –

8.30.1 the Riverhead Forest licensed land; or

8.30.2 a deferred selection property; and

(a) despite the destruction or damage, the property is tenantable; or

(b) as a result of the damage or destruction, the property is not tenantable but its transfer is not cancelled under paragraph 8.28 before the actual TSP settlement date.

8.31 Where this paragraph applies –

8.31.1 the transferee must complete the transfer of the property in accordance with this deed; and

8.31.2 the Crown must pay the transferee –

(a) the amount by which the value of the property has diminished, as at the actual TSP settlement date for the property, as a result of the destruction or damage;

(b) plus GST if any.

8.32 The value of the property for the purposes of clause 8.31.2 is to be –

8.32.1 in the case of the Riverhead Forest licensed land, its transfer value as provided in part 3; or

8.32.2 in the case of a deferred selection property, its transfer value as determined or agreed in accordance with part 7.

8.33 An amount paid by the Crown under paragraph 8.31.2 –

8.33.1 is redress, if it relates to the destruction or damage of the Riverhead Forest licensed land; and

8.33.2 is a partial refund of the purchase price if it relates to the destruction or damage of a deferred selection property.

8.34 Each party may give the other notice –

8.34.1 requiring a dispute as to the application of paragraphs 8.28 to 8.33 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and

8.34.2 referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.

8.35 If a dispute as to the application of paragraphs 8.28 to 8.33 is not determined by the TSP settlement date, that date is to be –

8.35.1 the fifth business day following the determination of the dispute; or

8.35.2 if an arbitrator appointed under paragraph 8.34 so determines, another date including the original TSP settlement date.

BOUNDARIES AND TITLE

8.36 The Crown is not required to point out the boundaries of a transfer property.

8.37 If a transfer property is subject only to the encumbrances referred to in paragraph 8.2 and, if the property is a deferred selection property, the leaseback to the Crown, the transferee –

8.37.1 is to be treated as having accepted the Crown's title to the property as at the actual TSP settlement date; and

8.37.2 may not make any objections to, or requisitions on, it.

8.38 An error or omission in the description of a transfer property or its title does not annul its transfer.

FENCING

8.39 The Crown is not liable to pay for, or contribute towards, the erection or maintenance of a fence between a transfer property and any contiguous land of the Crown, unless the Crown requires the fence, in which case the provisions of the Fencing Act 1978 will prevail.

8.40 Paragraph 8.39 does not continue for the benefit of a purchaser from the Crown of land contiguous to a transfer property.

8.41 The Crown may require a fencing covenant to the effect of paragraphs 8.39 and 8.40 to be registered against the title to a transfer property.

DELAYED TRANSFER OF TITLE

8.42 If all the land comprising a transfer property is not all of the land contained in a computer freehold register or registers, the Crown covenants for the benefit of the transferee that it will –

8.42.1 arrange for the creation of a computer freehold register or registers for all that land; and

8.42.2 transfer title to the property, as soon as is reasonably practicable, but no later than five years after the actual TSP settlement date.

8.43 The covenant given by the Crown under paragraph 8.42 has effect and is enforceable, despite:

8.43.1 being positive in effect; and

8.43.2 there being no dominant tenement.

8.44 If paragraph 8.42 applies then, for the period from the actual TSP settlement date until the date that the Crown transfers the title to the transfer property to the transferee –

8.44.1 the transferee will be the beneficial owner of the property; and

8.44.2 all obligations and rights will be performed and arise as if full legal title had passed to the transferee on the actual TSP settlement date; and

8.44.3 the transferee may not serve a settlement notice under paragraph 8.47.

INTEREST

8.45 If for any reason (other than the default of the Crown) all or any of the amount payable by the transferee to the Crown in relation to a purchased deferred selection property is not paid on the TSP settlement date –

8.45.1 the Crown is not required to give possession of the property to the transferee; and

8.45.2 the transferee must pay the Crown default interest at the rate of 12% per annum on the unpaid amount (plus GST if any) for the period from the TSP settlement date to the actual TSP settlement date.

8.46 Paragraph 8.45 is without prejudice to any of the Crown's other rights or remedies available to the Crown at law or in equity.

SETTLEMENT NOTICE

8.47 If, without the written agreement of the parties, settlement of a purchased deferred selection property is not effected on the TSP settlement date –

8.47.1 either party may at any time after the TSP settlement date serve notice on the other (a **settlement notice**) requiring the other to effect settlement; but

8.47.2 the settlement notice is effective only if the party serving it is –

(a) ready, able, and willing to effect settlement in accordance with the settlement notice; or

(b) not ready, able, and willing to effect settlement only by reason of the default or omission of the other party; and

8.47.3 upon service of a settlement notice, the party on which it is served must effect settlement within 10 business days after the date of service (excluding the date of service); and

8.47.4 time is of the essence under paragraph 8.47.3; and

8.47.5 if the party in default does not comply with the terms of a settlement notice, the other party may cancel the agreement constituted by paragraph 6.11 or paragraph 7.4, as the case may be.

8.48 Paragraph 8.47, and the exercise of rights under it, is without prejudice to any other rights or remedies, at law, in equity, or otherwise, that the party not in default may have.

FURTHER ASSURANCES

8.49 Each party must, at the request of the other, sign and deliver any further documents or assurances, and do all acts and things, that the other may reasonably require to give full force and effect to this part.

NON-MERGER

8.50 On transfer of a transfer property to the transferee –

8.50.1 the provisions of this subpart will not merge; and

8.50.2 to the extent any provision of this subpart has not been fulfilled, it will remain in force.

GST

8.51 No later than 10 working days before the TSP settlement date of a transfer property, the governance entity must provide the Crown with the following information in relation

to the factual situation that will exist at the TSP settlement date for the property, and must warrant the correctness of that information:

8.51.1 the governance entity's GST registration number (if any); and

8.51.2 whether or not the governance entity:

(a) is a registered person for GST purposes;

(b) intends to use the property for the purposes of making taxable supplies; and

(c) intends to use the property as a principal place of residence for the relevant trustees under section 2A(1)(c) of the Goods and Services Tax Act 1985.

8.52 If the information provided by the governance entity under paragraph 8.51 in relation to a transfer property alters before the relevant TSP settlement date, the governance entity must immediately notify the Crown of how that information has altered, and warrant the correctness of that altered information.

8.53 If the information provided under paragraph 8.51 (as altered by any alteration under paragraph 8.52) indicates that, at the TSP settlement date, each of the following statements is correct and the supply of the transfer property is a taxable supply by the Crown, the parties agree that GST will apply to the property at the rate of zero percent:

8.53.1 the governance entity is a registered person for GST purposes;

8.53.2 the governance entity intends to use the property for the purpose of making taxable supplies; and

8.53.3 the governance entity does not intend to use the property as a principal place of residence of the trustees or a person associated with the trustees under section 2A(1)(c) of the Goods and Services Tax Act 1985.

9 NOTICE IN RELATION TO SETTLEMENT PROPERTIES

NOTICE

9.1 If this part requires a person to give notice to the Crown in relation to or in connection with a redress property, or a deferred selection property, the person must give the notice in accordance with part 4 of the general matters schedule except the notice must be addressed to the land holding agency for the property at its address provided in paragraph 9.2.

9.2 Until any other address or facsimile number of a land holding agency is given by notice to the governance entity, the address of each land holding agency is as follows for the purposes of giving notice to that agency in accordance with this part.

Land holding agency	Address
Department of Conservation	Conservation House - Whare Kaupapa Atawhai 18-32 Manners Street PO Box 10420 Wellington Fax: +64 4 381 3057
Ministry of Education	45-47 Pipitea Street PO Box 1666 Thorndon Wellington 6011 Fax: +64 4 463 8001
Land Information New Zealand (LINZ)	Level 7, Radio New Zealand House 155 The Terrace Private Bag 5501 Wellington Fax: +64 4 472 2244
Department of Corrections	Private Box 1206 Wellington 6140 New Zealand Fax: +64 4 460 3208
Housing NZ	Housing New Zealand National Office PO Box 2628 Wellington, 6140 Fax: 0800 201 202

10 DEFINITIONS

10.1 In this deed, unless the context otherwise requires, –

acquired property has the meaning given to it by paragraph 1.3; and

actual TSP settlement date, in relation to a transferred property, means the date on which settlement of the property takes place; and

arbitration commencement date, in relation to the determination of the market value and/or market rental of a deferred selection property, means:

(a) in relation to a referral under paragraph 7.14.2, the date of that referral; and

(b) in relation to an appointment under paragraph 7.14.3 or 7.14.4, a date specified by the valuation arbitrator; and

arbitration meeting means a meeting notified by the valuation arbitrator under paragraph 7.15.1; and

balance of the land has the meaning given to it by paragraph 8.20.2(b); and

Crown leaseback means, in relation to a deferred selection property, the ground lease to be entered into by the governance entity and the Crown under paragraph 7.4.2; and

deferred selection property means each property described in part 4; and

disclosed encumbrance, in relation to a transferred property, means an encumbrance benefitting or affecting the property that is disclosed in the disclosure information about the property; and

disclosure information, in relation to an acquired property, means the information given by the Crown about the property referred to in paragraph 1.1; and

DSP settlement date, in relation to a deferred selection property, means the date that is 40 business days after the Crown receives an election notice from the governance entity electing to purchase the property; and

election notice means a written notice given by the governance entity in accordance with paragraph 7.3 electing whether or not to purchase a deferred selection property; and

Lessee's improvements, in relation to a leaseback property has the meaning given to it in the Crown leaseback for the property; and

leaseback property means each deferred selection property; and

market value, in relation to a deferred selection property, has the meaning provided in the valuation instructions in appendix 1 to part 7; and

notice of interest, in relation to a deferred selection property, means a notice given by the governance entity under paragraph 7.1 in relation to the property; and

notification date, in relation to a deferred selection property, means the date that the Crown receives a notice of interest in the property from the governance entity; and

party means each of the governance entity and the Crown; and

purchased deferred selection property means each deferred selection property in relation to which the parties are to be treated under paragraph 7.4 as having entered into an agreement for sale and purchase; and

redress property means –

(a) each cultural redress property; and

(b) the Riverhead Forest licensed land; and

registered bank has the meaning given to it by section 2(1) of the Reserve Bank of New Zealand Act 1989; and

registered valuer means any valuer for the time being registered under the Valuers Act 1948; and

school site means a leaseback property in respect of which the land holding agency is the Ministry of Education; and

settlement notice has the meaning given to it by paragraph 8.47.1; and

terms of transfer means the terms of transfer set out in part 8; and

transfer property has the meaning given to it by paragraph 8.1; and

transfer period means, in relation to –

(a) the Riverhead Forest licensed land, the period from the date of this deed to its actual TSP settlement date; and

(b) a deferred selection property, the period from the notification date for that property to its actual TSP settlement date; and

transfer value, in relation to a deferred selection property, means the amount payable by the governance entity for the transfer of the property determined or agreed in accordance with part 7; and

TSP settlement date means, in relation to –

(a) the Riverhead Forest licensed land, the settlement date (as defined in paragraph 7.1 of the general provisions schedule); and

(b) a deferred selection property, the DSP settlement date for the property; and

valuation arbitrator, in relation to a deferred selection property, means the person appointed under paragraph 7.7.2 or 7.8 or 7.16.3 or 7.16.4 in relation to the determination of its market value; and

valuation date, in relation to a deferred selection property, means the notification date in relation to the property.

TE KAWERAU Ā MAKI

and

THE TRUSTEES OF TE KAWERAU IWI SETTLEMENT TRUST

and

THE CROWN

DEED OF SETTLEMENT: ATTACHMENTS

TABLE OF CONTENTS

1 AREA OF INTEREST 1

2 DEED PLANS 3

3 NON-EXCLUSIVE RFR AREA 25

3A OTHER RFR LAND 27

4 DRAFT SETTLEMENT BILL 28

1 AREA OF INTEREST

RJR-107596-37-51-V1

ATTACHMENTS

1: AREA OF INTEREST



2 DEED PLANS

STATUTORY AREAS

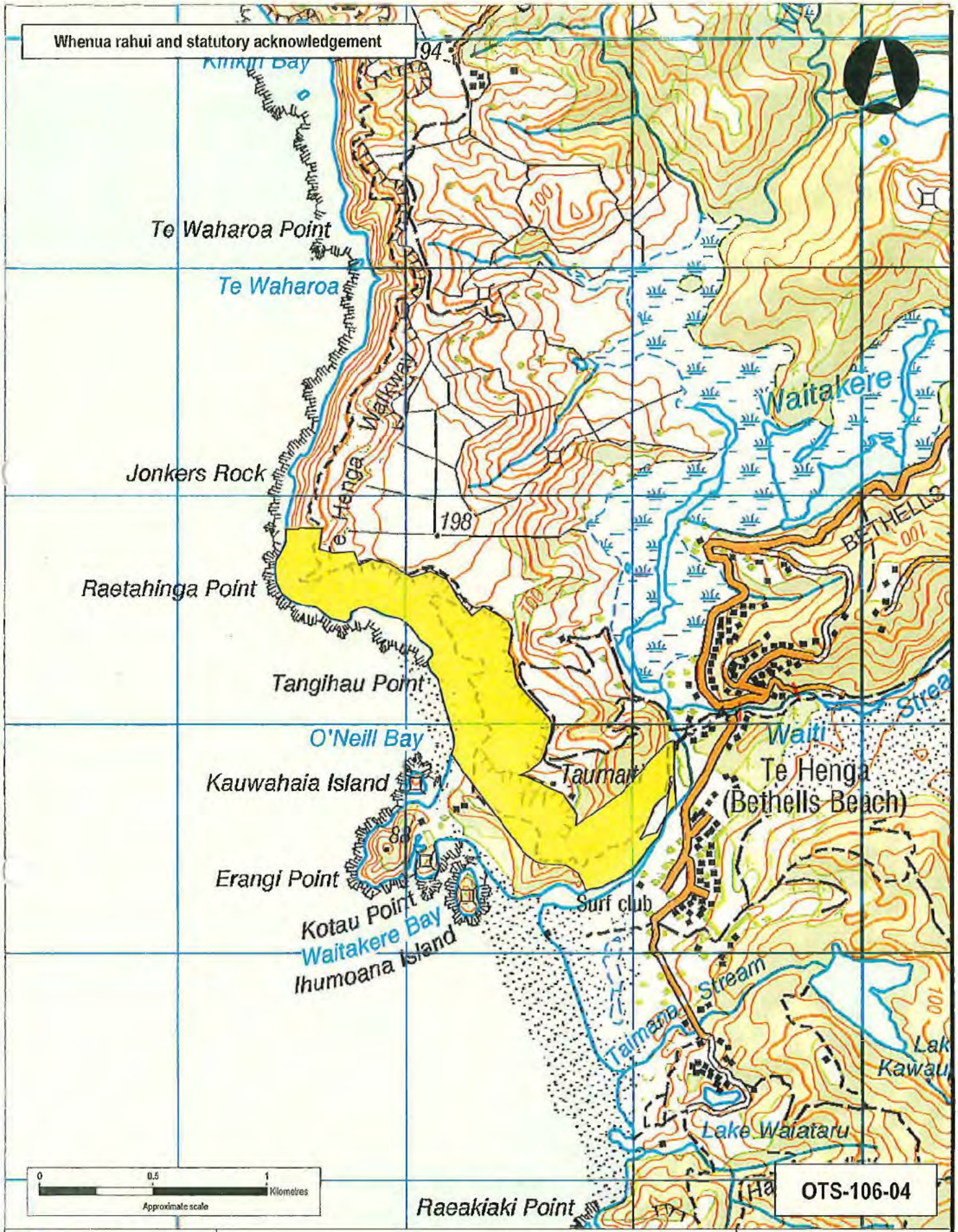
Taumaihi (part of Te Henga Recreation Reserve) (OTS-106-04)
Motutara Settlement Scenic Reserve and Goldie Bush Scenic Reserve (OTS-106-10)
Swanson Conservation Area (OTS-106-08)
Henderson Valley Scenic Reserve (OTS-106-09)
Coastal statutory acknowledgement (OTS-106-14)
Waitakere River and tributaries (OTS-106-13)
Kumeu River and tributaries (OTS-106-11)
Rangitopuni Stream and tributaries (OTS-106-12)
Te Wa-o-Pareira / Henderson Creek and tributaries (OTS-106-18)
Motutara Domain (part Muriwai Beach Domain Recreation Reserve (OTS-106-20)
Whatipu Scientific Reserve (OTS-106-21)

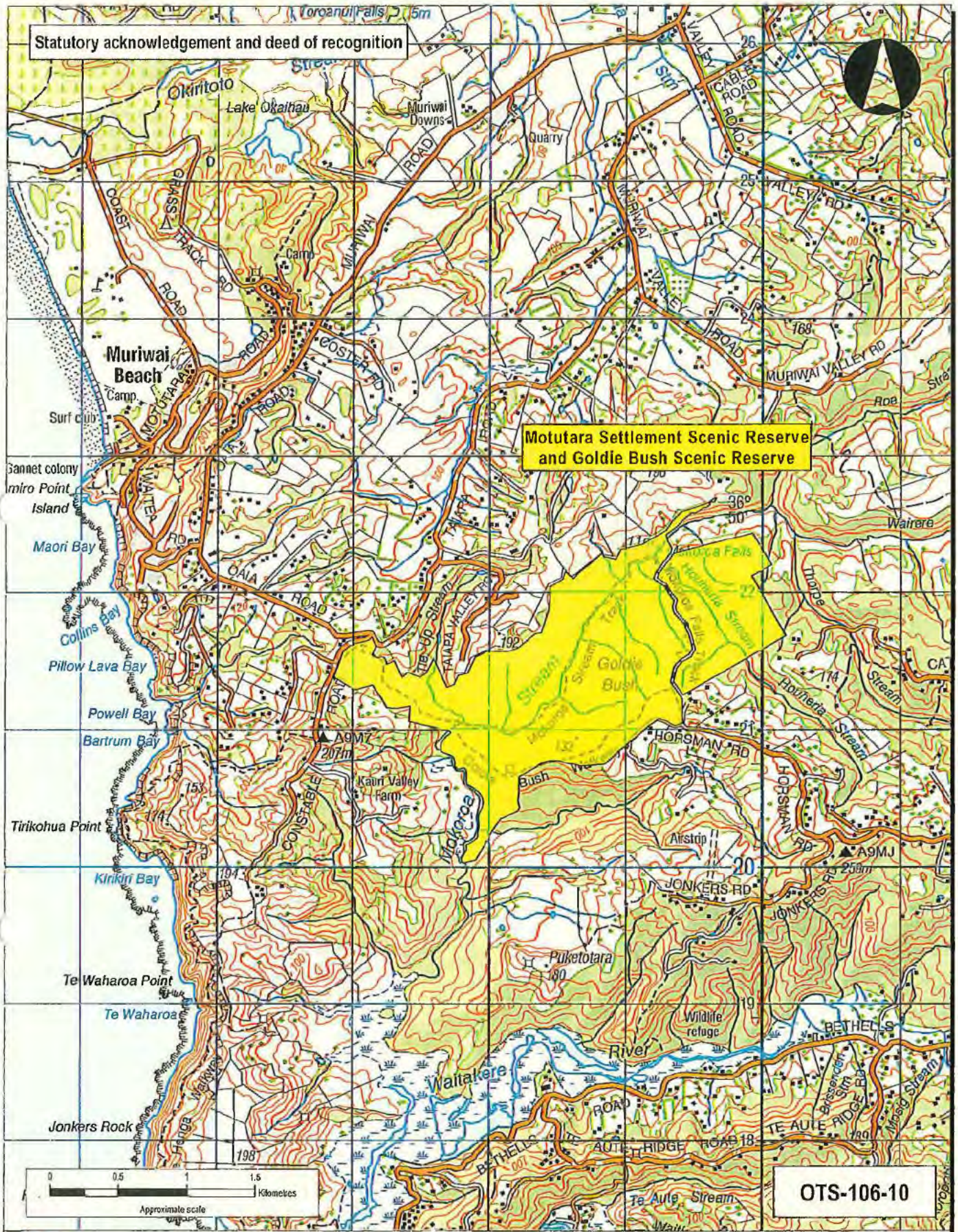
CULTURAL REDRESS PROPERTIES

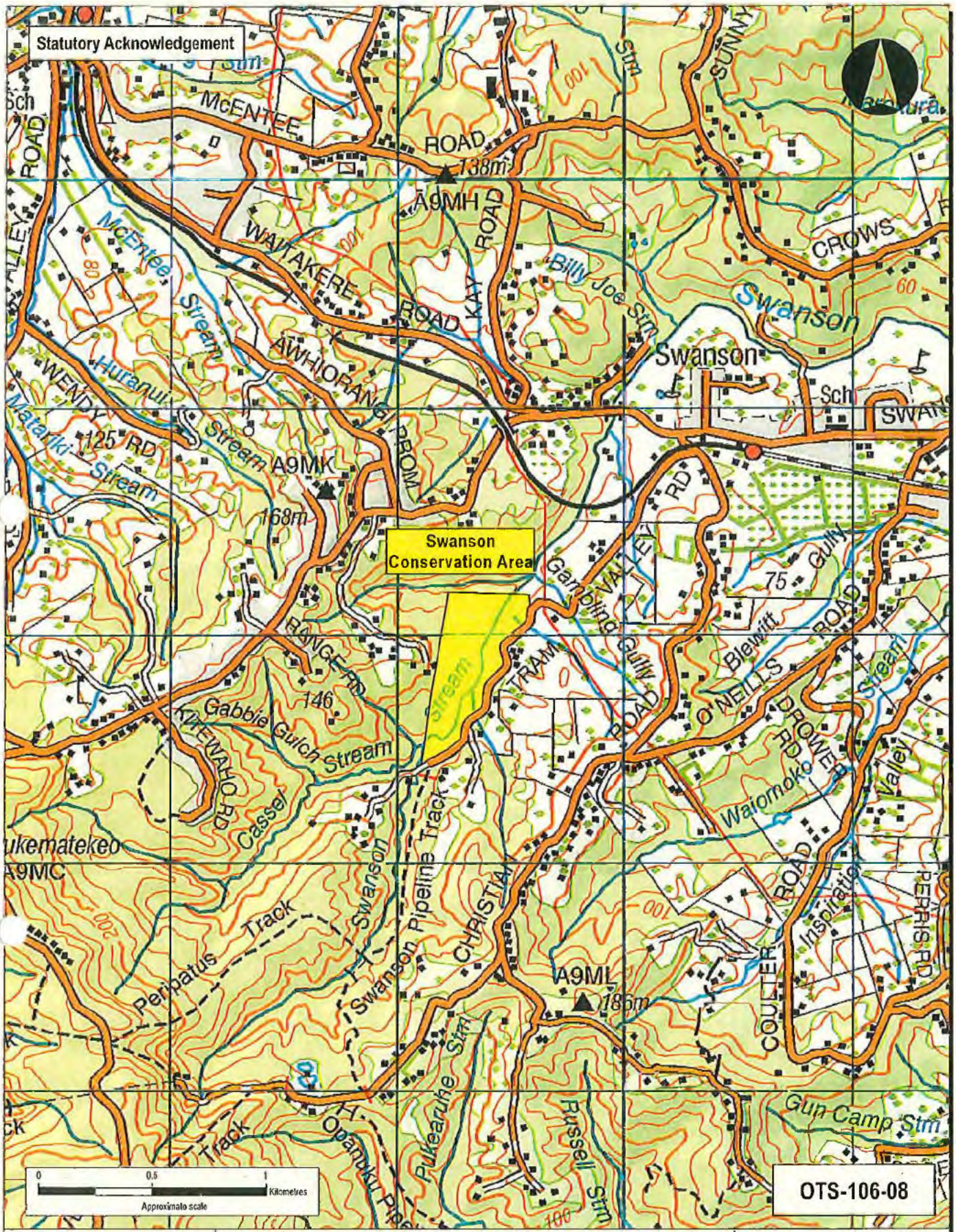
Te Henga site A (OTS-106-03)
Wai Whauwhaupaku (OTS-106-07)
Kopironui Blocks (OTS-106-15)
Te Onekiritea Point property (OTS-106-16)
Te Henga site B (OTS-106-02)
Parihoa site B (marked B on OTS-106-05)
Te Kawerau Pā (OTS-106-17)
Muriwai (OTS-106-01)
Parihoa site A (OTS-106-05)
Opareira (OTS-106-06)

OTHER

Te Onekiritea Point land (OTS-106-22)


Whenua rahui and statutory acknowledgement
Kinkiri Bay
Te Waharoa Point
Te Waharoa
Jonkers Rock
Te Henga Walkway
Waitakere
Raetahinga Point
198
BETHELLS
Tangihau Point
O'Neill Bay
Kauwahaia Island
Taumaihi
Te Henga
(Bethells Beach)
Erangi Point
Kotau Point
Waitakere Bay
Ihumoana Island
Surf club
Taimaha Stream
Lake Waiataru
Raeakiaki Point
0
0.5
1
Kilometres
Approximate scale
OTS-106-04
North Auckland
Land District
Territorial Authority:
Auckland Council
Compiled as a graphic representation. Boundaries are indicative only.
Taumaihi
(part of Te Henga Recreation Reserve)
Areas referred to in the deed of settlement between
Te Kawerau ā Maki and the Crown
Approved as to boundaries:
for Te Kawerau ā Maki
for and on behalf of the Crown


Statutory acknowledgement and deed of recognition
Motutara Settlement Scenic Reserve and Goldie Bush Scenic Reserve
Muriwai Beach
Okiritoto
Lake Okaihau
Muriwai Downs
Quarry
Camp
Surf club
Gannet colony
Maori Bay
Collins Bay
Pillow Lava Bay
Powell Bay
Bartrum Bay
Tirikohua Point
Kirikiri Bay
Te Waharoa Point
Te Waharoa
Jonkers Rock
Kauri Valley Farm
Airstrip
Puketotara
180
Wildlife refuge
Waitakere River
Te Aute Stream
Wairere
Thorpe
Rowheria Stream
Goldie Bush
Mokoroa Stream
Motutara Settlement Scenic Reserve
Goldie Bush Scenic Reserve
A9M7
207m
A9MJ
259m
HORSMAN RD
JONKERS RD
TE AUTE RIDGE ROAD
BETHELLS
TAIPA VALLEY RD
MURIWAI VALLEY RD
COSTER RD
WALTER RD
OAIA ROAD
COAST ROAD
CABLE ROAD
VALLEY RD
0 0.5 1 1.5 Kilometres
Approximate scale
OTS-106-10
North Auckland Land District
Territorial Authority: Auckland Council
Compiled as a graphic representation. Boundaries are indicative only.
Motutara Settlement Scenic Reserve and Goldie Bush Scenic Reserve
Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown
Approved as to boundaries:
for Te Kawerau ā Maki
23/9/2013
for and on behalf of the Crown


Statutory Acknowledgement
McENTEE ROAD
A9MH
138m
WAITAKERE ROAD
KAY ROAD
AWHIORANGI PROM
A9MK
168m
Swanson
Swanson Conservation Area
Gambling Gully
RANGE RD
146
Gabbie Gulch Stream
KITEWAHO Rd
Swanson Pipeline Track
Peripatus Track
A9ML
185m
COULTER ROAD
Waiomoko Valley
O'NEILLS
Blewitt ROAD
Billy Joe Stm
McEntee Stream
Huranui Stream
Matariki Stream
WENDY
125 RD
CROWS
SUNNY
Gun Camp Stm
Russell Stm
Pukearuhe Stm
0
0.5
1
Kilometres
Approximate scale
OTS-106-08
North Auckland
Land District
Territorial Authority:
Auckland Council
Compiled as a graphic representation. Boundaries are indicative only.
Swanson Conservation Area
Areas referred to in the deed of settlement between
Te Kawerau ā Maki and the Crown
Approved as to boundaries:
for Te Kawerau ā Maki
for and on behalf of the Crown



North Auckland
Land District
Territorial Authority:
Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

Henderson Valley Scenic Reserve

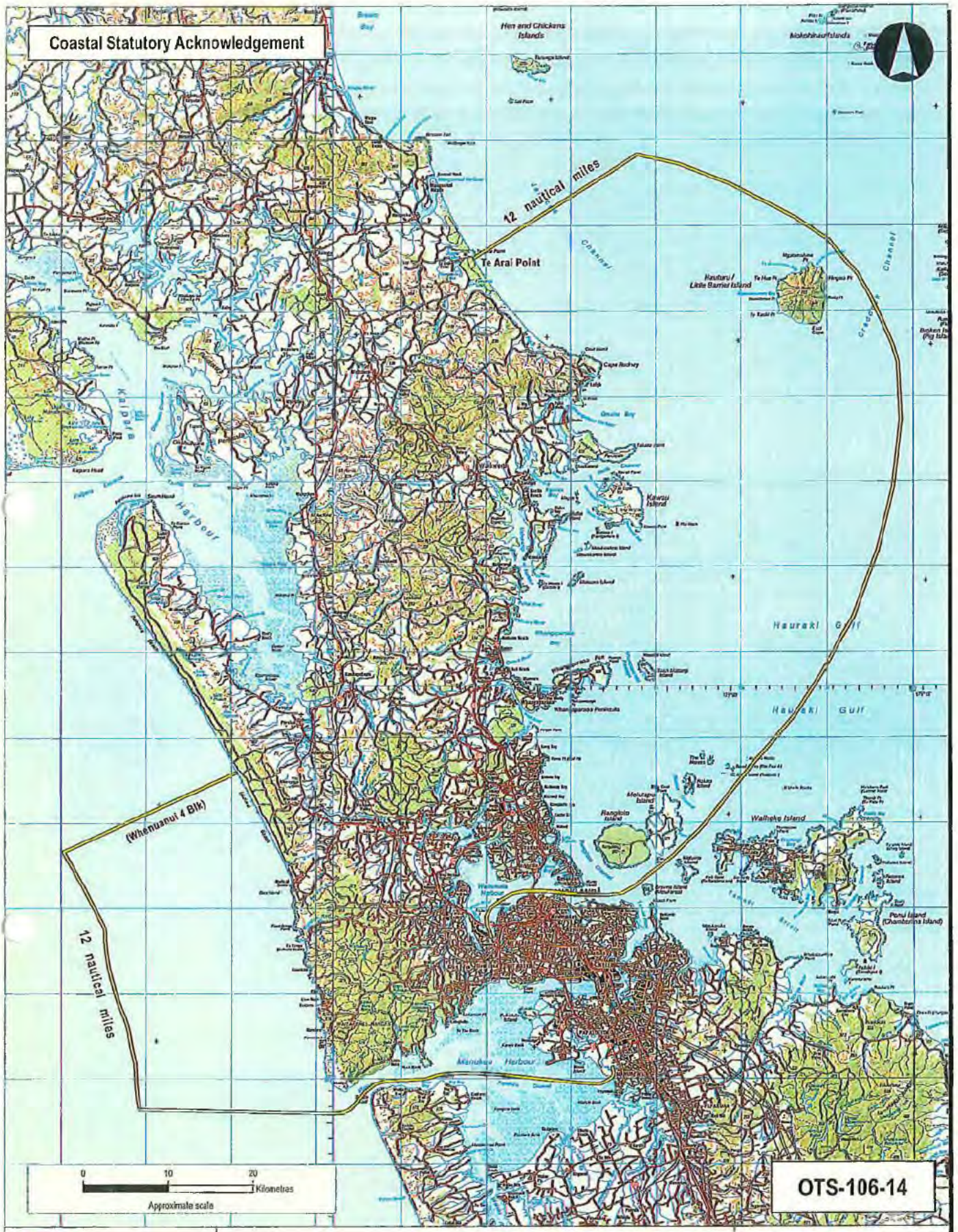
Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

Approved as to boundaries:

for Te Kawerau ā Maki

28/11/2013

for and on behalf of the Crown



North Auckland Land District
Territorial Authority: Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

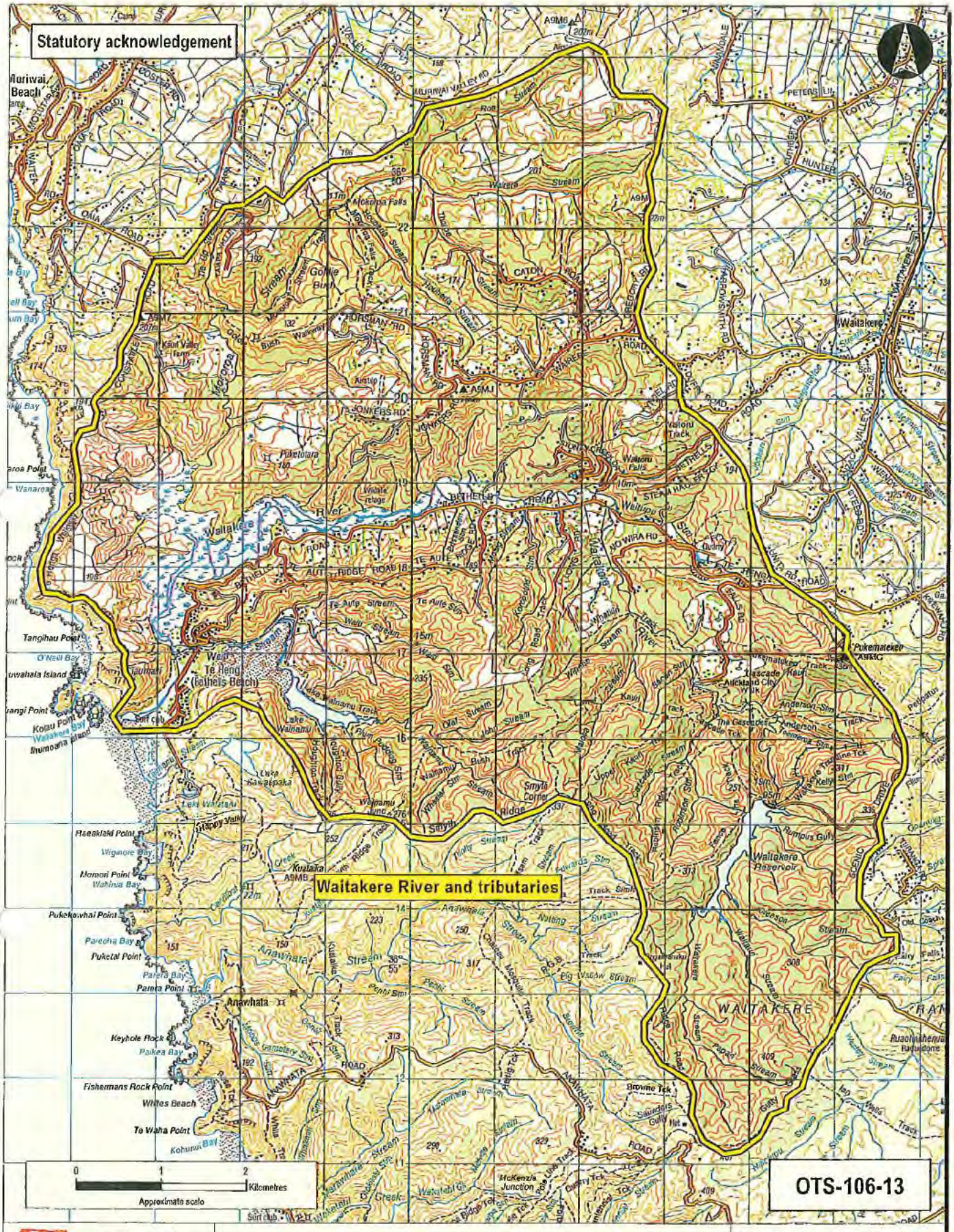
Coastal Statutory Acknowledgement

Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

Approved as to boundaries:

23/6/2017
for Te Kawerau ā Maki

23/6/2017
for and on behalf of the Crown



North Auckland
Land District
Territorial Authority:
Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

Waitakere River and tributaries

Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

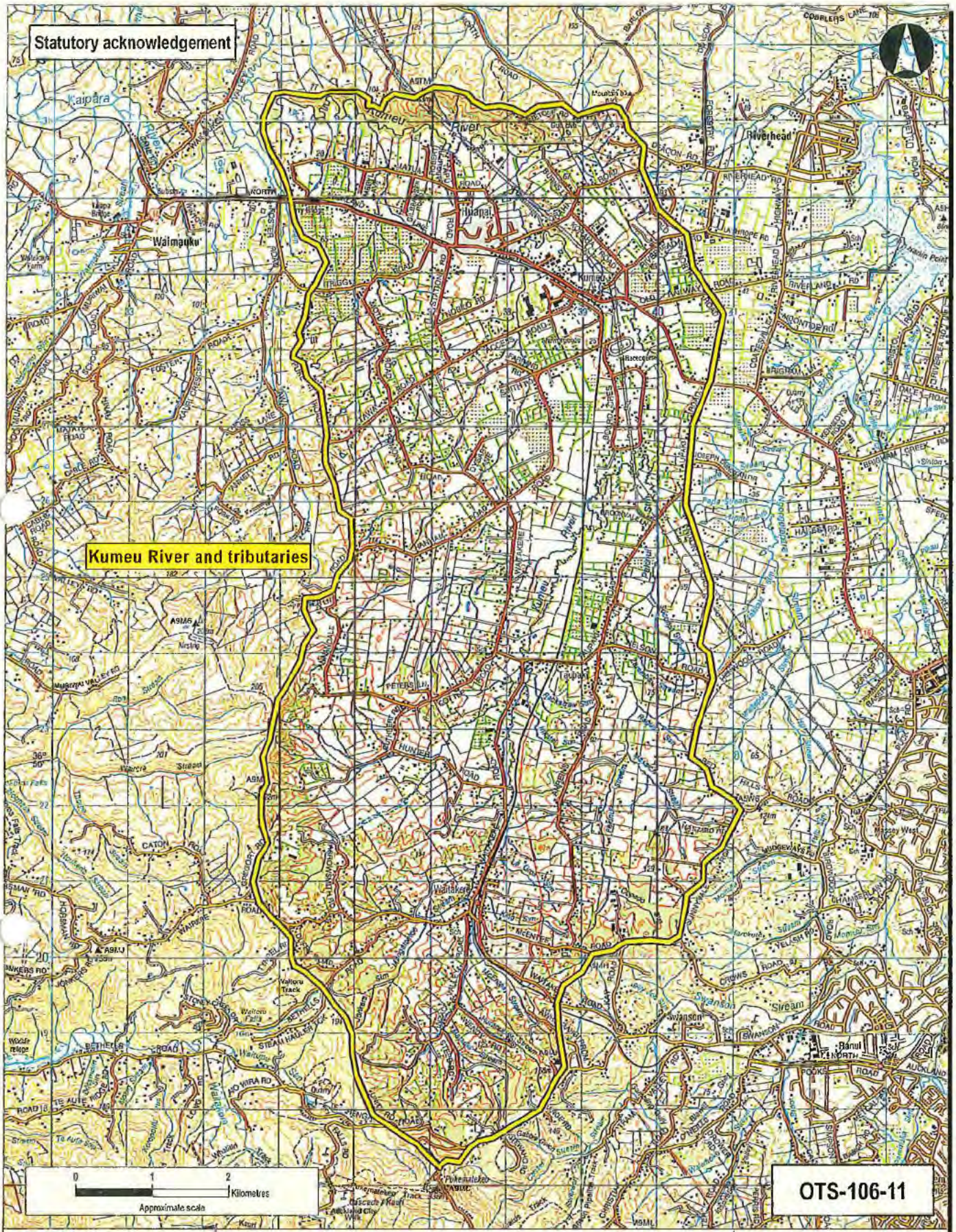
Approved as to boundaries:

23/8/2013

for Te Kawerau ā Maki

23/8/2013

for and on behalf of the Crown



North Auckland
Land District
Territorial Authority:
Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

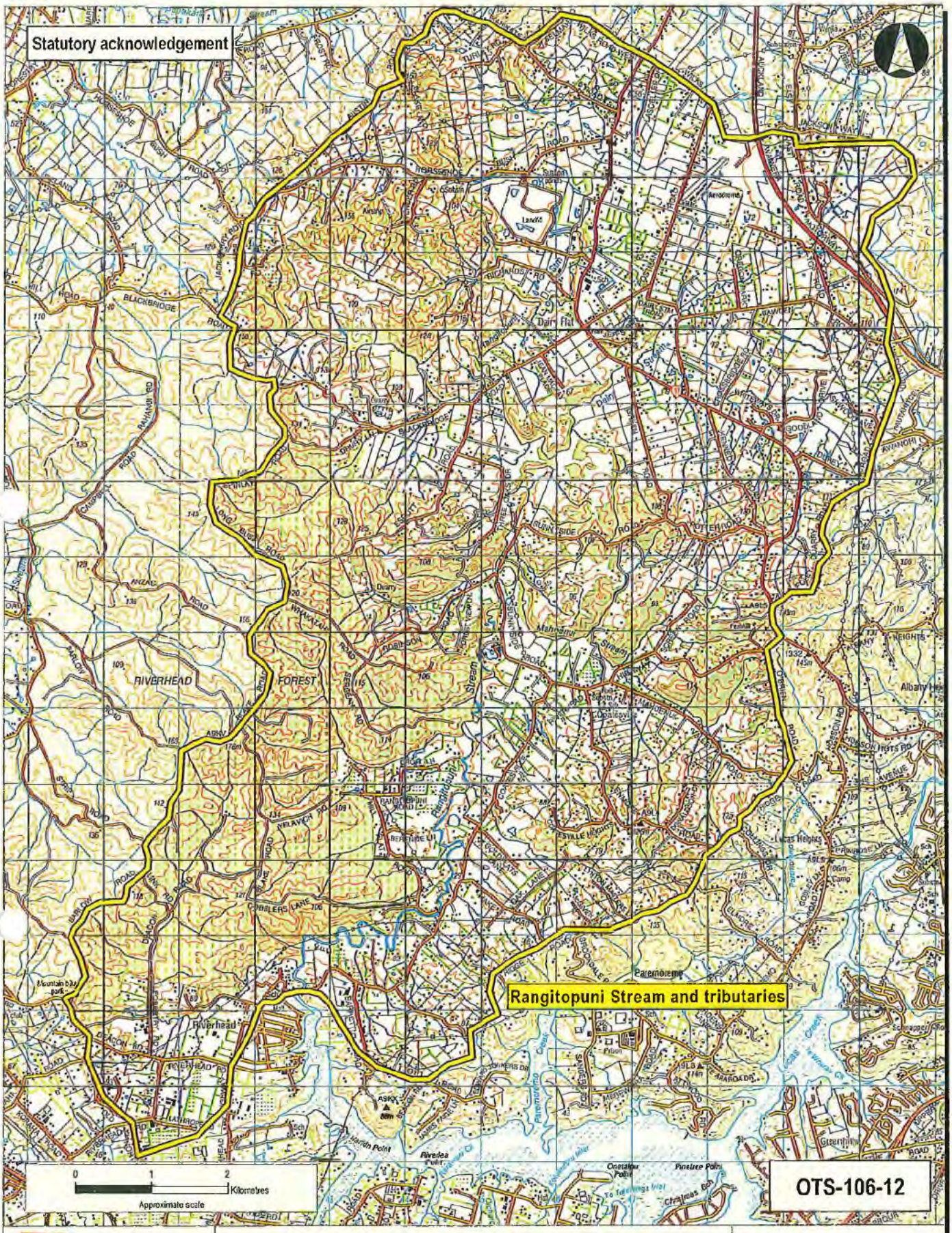
Kumeu River and tributaries

Areas referred to in the deed of settlement between
Te Kawerau ā Maki and the Crown

Approved as to boundaries:

25/6/2013
for Te Kawerau ā Maki

23/8/2013
for and on behalf of the Crown



North Auckland Land District
Territorial Authority: Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

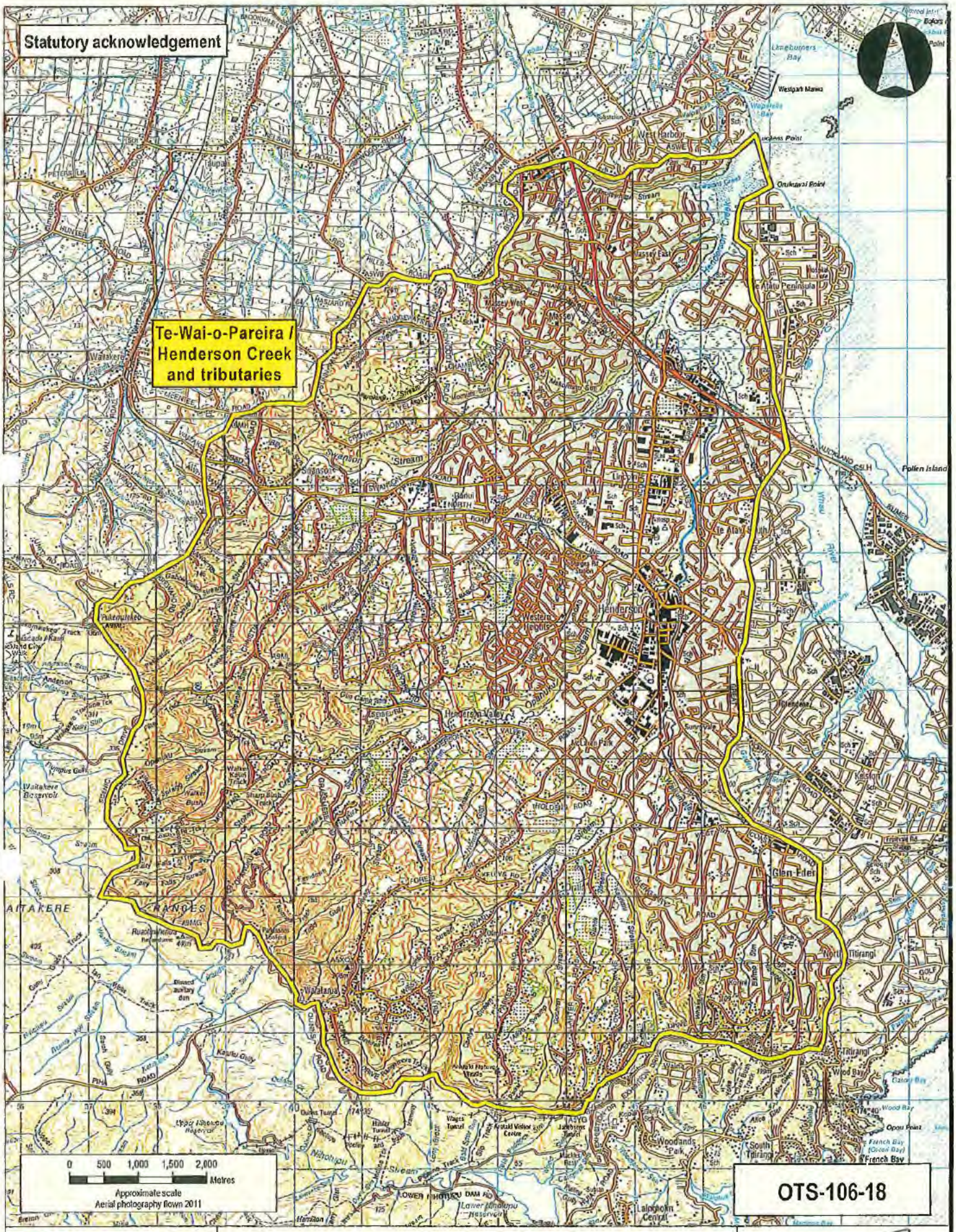
Rangitopuni Stream and tributaries

Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

Approved as to boundaries:

23/9/2013
for Te Kawerau ā Maki

23.9.2013
for and on behalf of the Crown



OTS-106-18

North Auckland Land District
Territorial Authority: Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

Te-Wai-o-Pareira / Henderson Creek and tributaries

Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

Approved as to boundaries:

for Te Kawerau ā Maki

5/12/14

for and on behalf of the Crown



North Auckland
Land District
Territorial Authority:
Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

Motutara Domain
(part Muriwai Beach Domain Recreation Reserve)

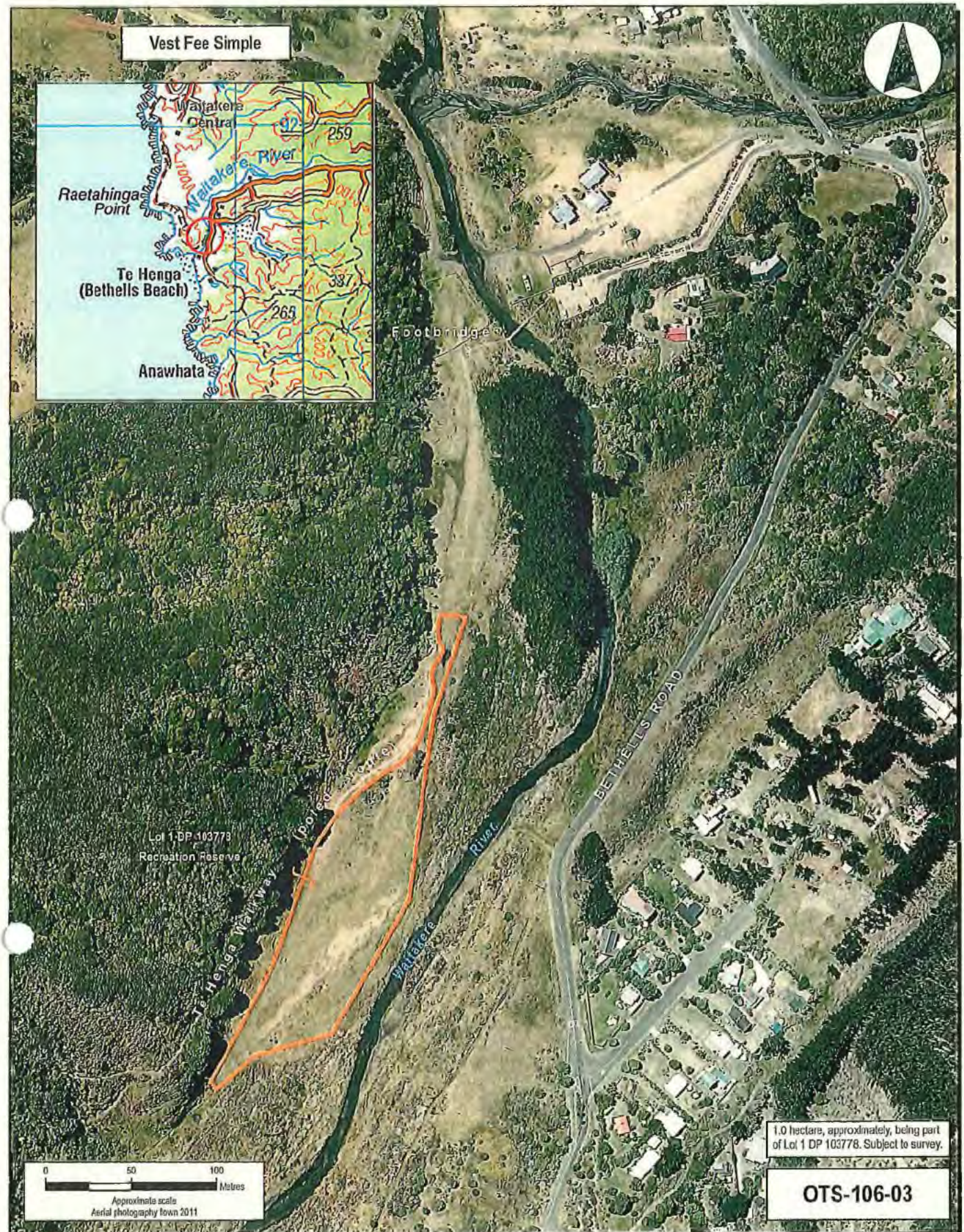
Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

Approved as to boundaries:

23/10/2013
for Te Kawerau ā Maki

23/10/2013
for and on behalf of the Crown


Statutory acknowledgement
Turley Point
Union Bay
The Watchman
Karekare Stream
Surf club
Karekare
Taraire Track
Para Gully
Kauri Road
Con Bryan
Opal Pool Stm
Karekare Point
Panatahi Island
Whakaruro Bay
Mt Zion
223
Cowan Point
Zion Ridge Track
1298
Lone Stream
Sykes Gully
Odlin Timber
Cowan Track
Cowan Bay
Tunnel Pt
Zion Hill Track
Still Gully
Taylor Track
268
Pararaha Stream
George Bart Stm
Orange Pe
Corner
Tiriwa Pt
Buck
Baldy F
Walker Stream
Ridge Track
Pararaha Bay
Pararaha Point
Muir Stream
Muir Track
Groote Stm
Walker Ridge
Carney Stream
A9RE
254m
Ohaka Head
Kauri
308
Mt Gillies
289
Stm Track
Taranaki Bay
Taranaki Stream
Gibbons Track
257
Gibbons Stream
Pascoe Point
225
Whatipu Kura Track
Whatipu Lodge
241m
Windy Point
Omanawanui
Whatipu
Nahana
Sargent Point
Wing Head
Wonga Wonga Bay
Burnett Head
Cutter Rock
109
Paratutae Island
Amphlett Stm
Ninepin Rock
0 250 500 750 1,000 Metres
Approximate scale
As shown A on SO 64957
OTS-106-21
North Auckland
Land District
Territorial Authority:
Auckland Council
Compiled as a graphic representation. Boundaries are indicative only.
Whatipu Scientific Reserve
Areas referred to in the deed of settlement between
Te Kawerau ā Maki and the Crown
Approved as to boundaries:
23/10/2013
for Te Kawerau ā Maki
23/10/2013
for and on behalf of the Crown



North Auckland
Land District
Territorial Authority:
Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

Te Henga site A

Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

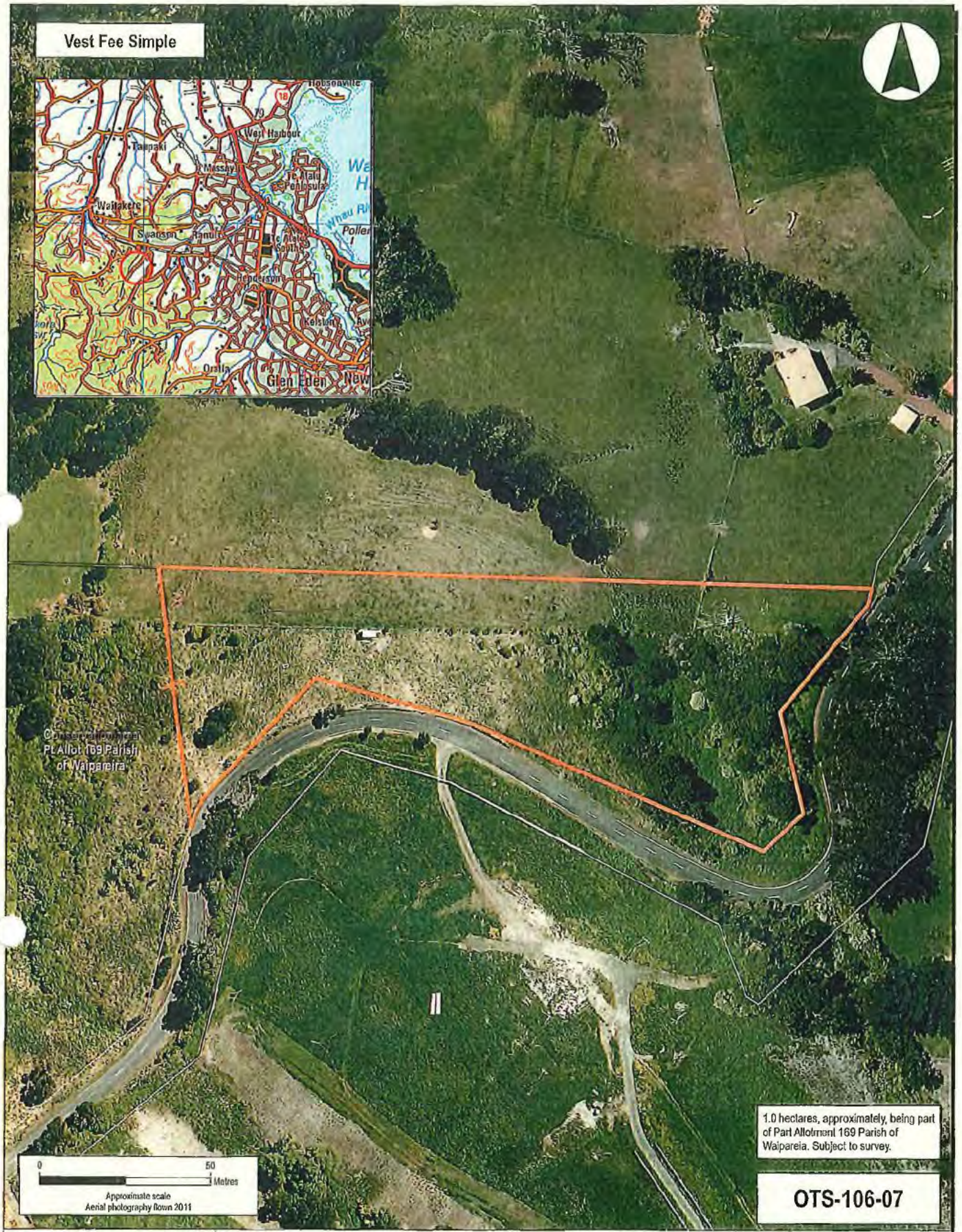
Approved as to boundaries:

for Te Kawerau ā Maki

23/9/2013

for and on behalf of the Crown

23/9/2013



North Auckland
Land District
Territorial Authority:
Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

Wai Whauwhaupaku

Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

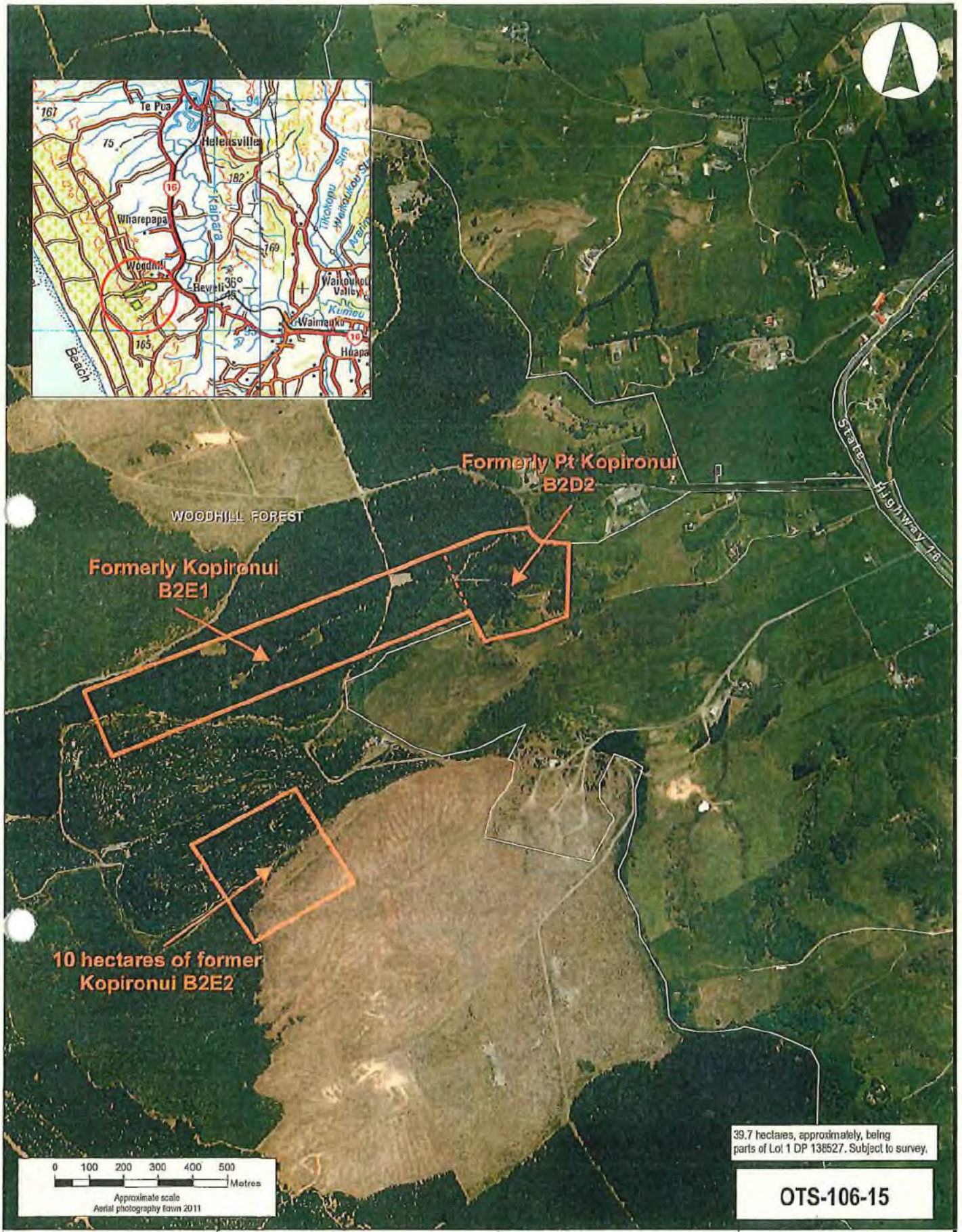
Approved as to boundaries:

23/12/2013

for Te Kawerau ā Maki

23/12/2013

for and on behalf of the Crown



North Auckland Land District
Territorial Authority: Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

Kopironui Block

Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

Approved as to boundaries:

for Te Kawerau ā Maki

for and on behalf of the Crown



North Auckland Land District
Territorial Authority: Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

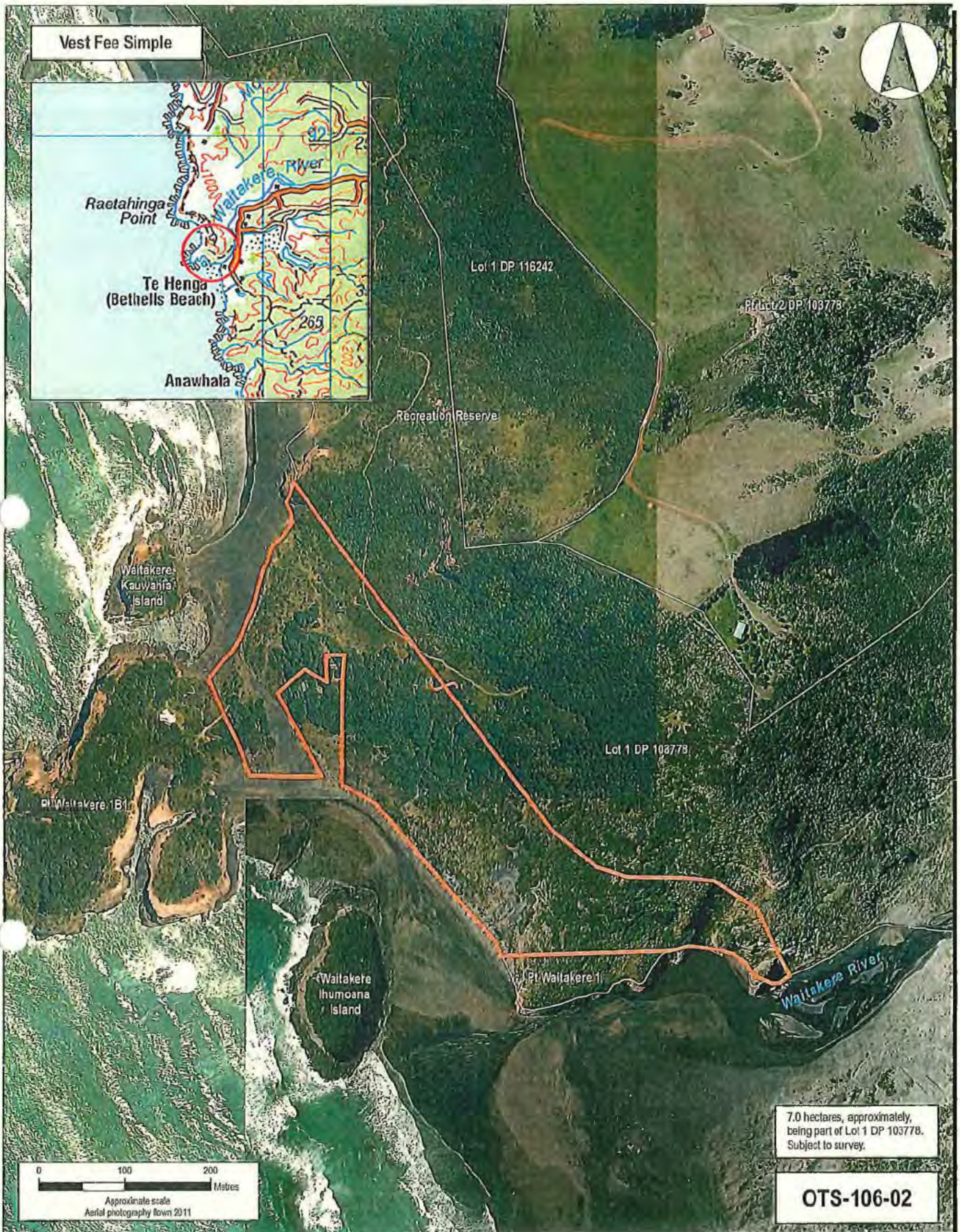
Te Onekiritea Point property

Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

Approved as to boundaries:

23/10/2013
for Te Kawerau ā Maki

23/10/2013
for and on behalf of the Crown



North Auckland Land District
Territorial Authority: Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

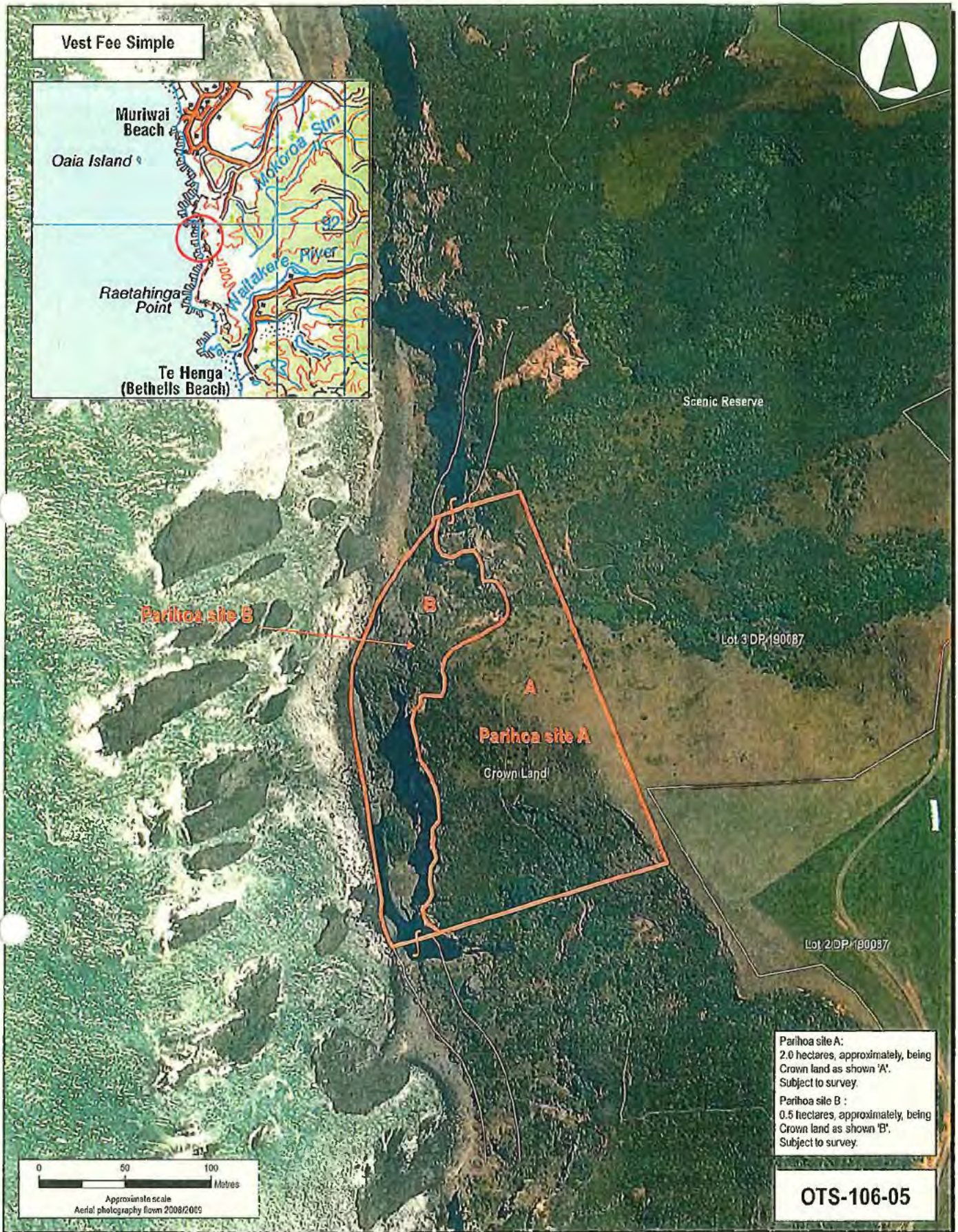
Te Henga site B

Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

Approved as to boundaries:

23rd. 2013
for Te Kawerau ā Maki

23/11/2013
for and on behalf of the Crown



North Auckland
Land District
Territorial Authority:
Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

Parihoa properties

Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

Approved as to boundaries:

for Te Kawerau ā Maki

for and on behalf of the Crown

Vest Fee Simple



0 20 40 60 80 100 Metres

Approximate scale
Aerial photography flown 2011

1.5 hectares, approximately, being part of Section 6 Block III Tiritiri Survey District. Subject to survey.

OTS-106-17

North Auckland Land District
Territorial Authority: Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

Te Kawerau Pā

Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

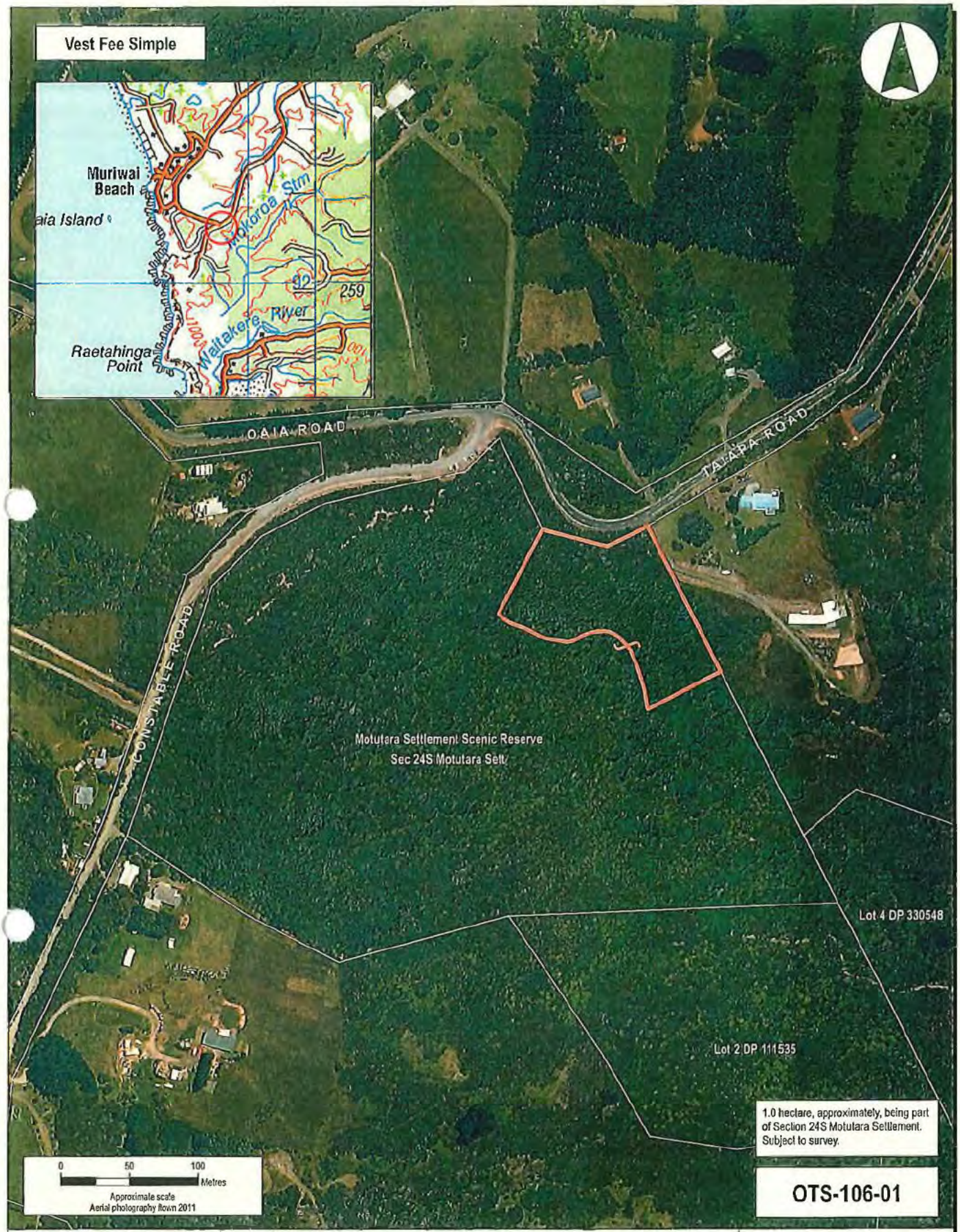
Approved as to boundaries:

23.12.2013

for Te Kawerau ā Maki

23/12/2013

for and on behalf of the Crown



North Auckland Land District
Territorial Authority: Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

Muriwai

Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

Approved as to boundaries:

for Te Kawerau ā Maki

23/10/2013

for and on behalf of the Crown



North Auckland Land District
Territorial Authority: Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

Opareira

Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

Approved as to boundaries:

for Te Kawerau ā Maki

23/10/2013

for and on behalf of the Crown



OTS-106-22

North Auckland
Land District
Territorial Authority:
Auckland Council

Compiled as a graphic representation. Boundaries are indicative only.

Te Onekiritea Point Right of First Refusal Area

Areas referred to in the deed of settlement between Te Kawerau ā Maki and the Crown

Approved as to boundaries:

23/10/2013

for Te Kawerau ā Maki

23/10/2013

for and on behalf of the Crown

3 NON-EXCLUSIVE RFR AREA



This plan is only for the purpose of a Right of First Refusal over Crown land and to identify the area that memorials will be removed.

Certified that the boundary shown hereon is the same as that boundary agreed to for the purposes of a Right of First Refusal over Crown land.

Agreed as to boundaries:

..../..../....
for and on behalf of Marutūāhu Iwi

..../..../....
for and on behalf of Te Kawerau ā Maki

..../..../....
for and on behalf of Ngāti Whātua

..../..../....
for and on behalf of the Crown

Notes:

1. Right of First Refusal Area (RFR Area) boundary is bold black line.
2. Coordinates are in terms of New Zealand Transverse Mercator 2000 (NZTM).
3. Base mapping sourced from Land Information New Zealand data. Crown copyright reserved.

Land District: North Auckland	**Shared Right of First Refusal Area - Marutūāhu Iwi (Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngaati Whanaunga and Te Patukirikiri), Te Kawerau ā Maki, Ngāti Whātua**	TERRITORIAL AUTHORITY: Auckland Council Compiled by Sinclair Knight Merz Ltd Scale 1:150,000 at A3 Date: February 2013	File AE04083.07 Received Instructions: November 2011	**SO 459993**

3A OTHER RFR LAND

Rights of first refusal: exclusive RFR land

Property	Description (all North Auckland Land District)	Land holding agency
Clark House	1.9354 hectares, more or less, being Part Allotment 2 Parish of Waipareira. All computer interest register 348578.	NZ Defence Force
Te Onekiritea Point	11.0 hectares, approximately, being Part Lot 98 DP459994. Part computer freehold register 604164. Subject to survey. As shown on deed plan OTS-106-22	Housing NZ Corporation

Rights of first refusal: non-exclusive RFR land

Property	Description (all North Auckland Land District)	Land holding agency
Paremoremo Prison	Paremoremo Rd, Albany 54.6206 hectares, more or less, being Lot 1 DP 181551 and Allotment 683 Parish of Paremoremo. All computer freehold register NA107B/736. 21.2474 hectares, more or less, being Section 1 SO 66967 and Lot 4 DP 24508. All computer freehold register NA100C/864 4.1581 hectares, more or less, being Lot 3 DP 64525. All computer freehold register NA21B/219. 0.9230 hectares, more or less, being Allotment 680 Parish of Paremoremo. All computer freehold register NA102D/363. 0.6400 hectares, more or less, being Section 1 SO 66966. All computer freehold register NA108D/127. 2 Attwood Rd, Albany 0.2413 hectares, more or less, being Part Lot 10 DP 59580. All computer freehold register NA108D/38.	Department of Corrections

4 DRAFT SETTLEMENT BILL

4 DRAFT SETTLEMENT BILL

PCO 17599/4.0
Drafted by Briar Gordon

IN CONFIDENCE

Te Kawerau ā Maki Claims Settlement Bill

Government Bill

Explanatory note

General policy statement

Departmental disclosure statement

The Ministry of Justice is required to prepare a disclosure statement to assist with the scrutiny of this Bill. It provides access to information about the policy development of the Bill and identifies any significant or unusual legislative features of the Bill.

A copy of the statement can be found at [PPU to insert URL and link].

Clause by clause analysis

Clause

Hon Christopher Finlayson

Te Kawerau ā Maki Claims Settlement Bill

Government Bill

Contents

		Page
1	Title	7
2	Commencement	7
	Part 1 **Preliminary matters, acknowledgements and apology, and settlement of historical claims**	
	Preliminary matters	
3	Purpose	8
4	Provisions to take effect on settlement date	8
5	Act binds the Crown	8
6	Outline	8
	Acknowledgements and apology of the Crown	
7	Acknowledgements and apology	10
8	Acknowledgements	10
9	Apology	17
	Interpretation provisions	
10	Interpretation of Act generally	19
11	Interpretation	19
12	Meaning of Te Kawerau ā Maki	22
13	Meaning of historical claims	23
	Historical claims settled and jurisdiction of courts, etc, removed	
14	Settlement of historical claims final	24

Amendment to Treaty of Waitangi Act 1975

15 Amendment to Treaty of Waitangi Act 1975 25

Resumptive memorials no longer to apply

16 Certain enactments do not apply 25
17 Resumptive memorials to be cancelled 25

Miscellaneous matters

18 Rule against perpetuities does not apply 27
19 Access to deed of settlement 27

Part 2
Cultural redress

Subpart 1—Protocols

20 Interpretation 27

General provisions applying to protocols

21 Issuing, amending, and cancelling protocols 28
22 Protocols subject to rights, functions, and duties 28
23 Enforcement of protocols 29

Crown minerals

24 Crown minerals protocol 29

Taonga tūturu

25 Taonga tūturu protocol 30

Subpart 2—Statutory acknowledgement and deed of recognition

26 Interpretation 30

Statutory acknowledgement

27 Statutory acknowledgement by the Crown 31
28 Purposes of statutory acknowledgement 31
29 Relevant consent authorities to have regard to statutory acknowledgement 32
30 Environment Court to have regard to statutory acknowledgement 32
31 Historic Places Trust and Environment Court to have regard to statutory acknowledgement 32
32 Recording statutory acknowledgement on statutory plans 33
33 Provision of summary or notice to trustees 33
34 Use of statutory acknowledgement 34

Deed of recognition

35 Issuing and amending deed of recognition 35

General provisions relating to statutory acknowledgement and deeds of recognition

36 Application of statutory acknowledgement and deed of recognition to river or stream 35
37 Exercise of powers and performance of functions and duties 36
38 Rights not affected 36

Consequential amendment to Resource Management Act 1991

39 Amendment to Resource Management Act 1991 37

Subpart 3—Whenua rāhui

40 Interpretation 37
41 Declaration of whenua rāhui and the Crown's acknowledgement 38
42 Purposes of whenua rāhui 38
43 Agreement on protection principles 38
44 Obligations on New Zealand Conservation Authority and Conservation Boards 38
45 Noting of whenua rāhui in strategies and plans 39
46 Notification in *Gazette* 39
47 Actions by Director-General 40
48 Amendment to strategies or plans 40
49 Regulations 40
50 Bylaws 41
51 Existing classification of whenua rāhui area 41
52 Termination of whenua rāhui 41
53 Exercise of powers and performance of functions and duties 42
54 Rights not affected 42

Subpart 4—Official geographic names

55 Interpretation 42
56 Official geographic names 43
57 Publication of official geographic names 43
58 Subsequent alteration of official geographic names 43

Subpart 5—Vesting of cultural redress properties

59 Interpretation 44

Properties vested in fee simple

60 Te Henga site A 45
61 Wai Whauwhaupaku 45

Property vested in fee simple to be held as Māori reservation

62 Te Onekiritea Point property 45

Properties vested in fee simple to be administered as reserves

63 Parihoa site B 46
64 Te Henga site B 46
65 Te Kawerau Pā 46
66 Te Kawerau Pā vests subject to, or together with, interests 47

Properties vested in fee simple subject to conservation covenant

67 Muriwai 48
68 Opareira 48
69 Parihoa site A 49

Kopironui property vested in fee simple

70 Interpretation 49
71 Fee simple estate in Kopironui property vested 50
72 Licensor or joint licensors 50

Jurisdiction of Māori Land Court in relation to Kopironui property

73 Proceedings to determine ownership of Kopironui property 51
74 Determination by Māori Land Court 51
75 Agreement by consent order 53
76 Order of Court 53

Procedural matters

77 Powers and procedures of Māori Land Court 54
78 Service and notification of order 55

General provisions applying to vesting of cultural redress properties

79 Vesting of share of fee simple estate in property 55
80 Properties vest subject to or together with interests 55
81 Registration of ownership 56
82 Registration of ownership of Kopironui property 57
83 Application of Part 4A of Conservation Act 1987 58

84	Matters to be recorded on computer freehold register	59
85	Application of other enactments	60
86	Names of Crown protected areas discontinued	60
	Further provisions applying to reserve properties	
87	Application of other enactments to reserve properties	61
88	Subsequent transfer of reserve land	61
89	Transfer of reserve land to new administering body	61
90	Transfer of reserve land to trustees of existing administering body if trustees change	62
91	Reserve land not to be mortgaged	63
92	Saving of bylaws, etc, in relation to reserve properties	63
	Part 3 **Commercial redress**	
93	Interpretation	63
	Subpart 1—Transfer of commercial redress property and deferred selection properties	
94	The Crown may transfer properties	65
95	Transfer of share of the fee simple estate in Housing Block	66
96	Minister of Conservation may grant easements	66
97	Computer freehold registers for deferred selection properties and Housing Block	66
98	Computer freehold register for licensed land	67
99	Authorised person may grant covenant for later creation of computer freehold register	68
100	Application of other enactments	68
	Subpart 2—Licensed land	
101	Licensed land ceases to be Crown forest land	69
102	Trustees are confirmed beneficiaries and licensors of licensed land	69
103	Effect of transfer of licensed land	70
	Subpart 3—Access to protected sites	
104	Right of access to protected sites	70
105	Right of access over licensed land	71
106	Right of access to be recorded on computer freehold registers	71

Subpart 4—Right of first refusal over RFR land

Interpretation

107 Interpretation 72
108 Meaning of RFR land 76
109 Meaning of exclusive RFR land 76
110 RFR land required for another Treaty settlement 77

Application of this subpart

111 When this subpart comes into effect 77

Restrictions on disposal of RFR land

112 Restrictions on disposal of RFR land 78

Governance entities' right of first refusal

113 Requirements for offer 80
114 Expiry date of offer 80
115 Withdrawal of offer 81
116 Acceptance of offer 81
117 Formation of contract 82

Disposals to others but land remains RFR land

118 Disposal to the Crown or Crown bodies 83
119 Disposal of existing public works to local authorities 83
120 Disposal of reserves to administering bodies 83

Disposals to others where land may cease to be RFR land

121 Disposal in accordance with obligations under enactment or rule of law 84
122 Disposal in accordance with legal or equitable obligations 84
123 Disposal under certain legislation 85
124 Disposal of land held for public works 85
125 Disposal for reserve or conservation purposes 85
126 Disposal for charitable purposes 86
127 Disposal to tenants 86
128 Disposal by Housing New Zealand Corporation 86

RFR landowner obligations

129 RFR landowner's obligations subject to other matters 87

Notices about RFR land

130 Notice to LINZ of RFR land with computer register after RFR date 87
131 Notice to governance entities of disposal of RFR land to others 87
132 Notice to LINZ of land ceasing to be RFR land 88

133 Notice to governance entities if disposal of certain RFR land being considered 89
134 Notice requirements 90

Right of first refusal recorded on computer registers

135 Right of first refusal to be recorded on computer registers for RFR land 91
136 Removal of notifications when land to be transferred or vested 92
137 Removal of notifications when notice given under section 110 92
138 Removal of notifications when RFR period ends 93

General provisions applying to right of first refusal

139 Waiver and variation 93
140 Disposal of Crown bodies not affected 94
141 Assignment of rights and obligations under this subpart 94

Schedule 1
Statutory areas 95

Schedule 2
Whenua rāhui area 96

Schedule 3
Cultural redress properties 97

Schedule 4
Notices in relation to RFR land 100

The Parliament of New Zealand enacts as follows:

1 Title

This Act is the Te Kawerau ā Maki Claims Settlement Act **2014**.

2 Commencement

This Act comes into force on the day after the date on which it receives the Royal assent.

Part 1
Preliminary matters, acknowledgements and apology, and settlement of historical claims

Preliminary matters

3 Purpose

The purpose of this Act is—

(a) to record in English the acknowledgements and apology given by the Crown to Te Kawerau ā Maki in the deed of settlement; and

(b) to give effect to certain provisions of the deed of settlement that settles the historical claims of Te Kawerau ā Maki.

4 Provisions to take effect on settlement date

(1) The provisions of this Act take effect on the settlement date unless stated otherwise.

(2) Before the date on which a provision takes effect, a person may prepare or sign a document or do anything else that is required for—

(a) the provision to have full effect on that date; or

(b) a power to be exercised under the provision on that date; or

(c) a duty to be performed under the provision on that date.

5 Act binds the Crown

This Act binds the Crown.

6 Outline

(1) This section is a guide to the overall scheme and effect of this Act but does not affect the interpretation or application of the other provisions of this Act or of the deed of settlement.

(2) This Part—

(a) sets out the purpose of this Act; and

(b) provides that the provisions of this Act take effect on the settlement date unless a provision states otherwise; and

(c) specifies that the Act binds the Crown; and
(d) records the text of the acknowledgements and apology given by the Crown to Te Kawerau ā Maki, as recorded in the deed of settlement; and
(e) defines terms used in this Act, including key terms such as Te Kawerau ā Maki and historical claims; and
(f) provides that the settlement of the historical claims is final; and
(g) provides for—
  (i) the effect of the settlement of the historical claims on the jurisdiction of a court, tribunal, or other judicial body in respect of the historical claims; and
  (ii) a consequential amendment to the Treaty of Waitangi Act 1975; and
  (iii) the effect of the settlement on certain memorials; and
  (iv) the exclusion of the law against perpetuities; and
  (v) access to the deed of settlement.

(3) **Part 2** provides for cultural redress, including—
(a) cultural redress that does not involve the vesting of land, namely,—
  (i) protocols for Crown minerals and taonga tūturu on the terms set out in the documents schedule; and
  (ii) a statutory acknowledgement by the Crown of the statements made by Te Kawerau ā Maki of their cultural, historical, spiritual, and traditional association with certain statutory areas and the effect of that acknowledgement, together with a deed of recognition for the specified area; and
  (iii) the whenua rāhui applying to a certain area of land; and
  (iv) the provision of official geographic names; and
(b) cultural redress requiring vesting in the trustees of the fee simple estate in certain cultural redress properties, including the vesting of the Kopironui property pursuant to a determination of the Maori Land Court made

under the jurisdiction conferred on the court by **subpart 2** of this Part.

(4) **Part 3** provides for commercial redress, including—

(a) in **subpart 1**, the transfer of the commercial redress property, deferred selection properties and the Housing Block; and

(b) in **subpart 2**, the licensed land redress; and

(c) in **subpart 3**, the provision of access to protected sites; and

(d) in **subpart 4**, the right of first refusal (RFR) redress.

(5) There are 4 schedules, as follows:

(a) **Schedule 1** describes the statutory areas to which the statutory acknowledgement relates and for which a deed of recognition is issued:

(b) **Schedule 2** describes the whenua rāhui area to which the whenua rāhui applies:

(c) **Schedule 3** describes the cultural redress properties:

(d) **Schedule 4** sets out provisions that apply to notices given in relation to RFR land.

Acknowledgements and apology of the Crown

7 Acknowledgements and apology

(1) **Sections 8 and 9** record in English and te reo Māori the text of the acknowledgements and apology given by the Crown to Te Kawerau ā Maki in the deed of settlement.

(2) The acknowledgements and apology are to be read together with the historical account recorded in part 2 of the deed of settlement.

8 Acknowledgements

(1) The Crown acknowledges that until now it has failed to deal with the long-standing grievances of Te Kawerau ā Maki in an appropriate way and that recognition of these grievances is long overdue.

(2) The Crown acknowledges that Te Kawerau ā Maki has honoured its obligations under the Treaty of Waitangi since 1840.

(3) The Crown acknowledges that in considering pre-Treaty land transactions and pre-emption waiver purchases for lands in

which Te Kawerau ā Maki had interests, it breached the Treaty of Waitangi and its principles when it—

(a) failed to consider the interests of Te Kawerau ā Maki before approving these transactions; and

(b) applied a policy of taking surplus lands from these transactions without assessing the adequacy of lands that Te Kawerau ā Maki held.

(4) The Crown acknowledges that it did not properly apply certain regulations for pre-emption waiver transactions, including for lands in the West Auckland and upper Waitemata Harbour regions. The Crown also acknowledges that it did not always protect Māori interests during investigation into these transactions.

(5) The Crown acknowledges that in purchasing the extensive area called Mahurangi and Omaha in 1841 it breached the Treaty of Waitangi and its principles when it—

(a) failed to conduct an adequate investigation of customary rights when it purchased the land; and

(b) acquired the land without the knowledge and consent of Te Kawerau ā Maki; and

(c) failed to provide adequate compensation and reserves for the future use and benefit of Te Kawerau ā Maki when it later learned of their interests in the purchase area.

(6) The Crown further acknowledges that—

(a) it failed to adequately survey and define the Mahurangi and Omaha purchase and this caused confusion and uncertainty for Te Kawerau ā Maki; and

(b) the process whereby the Crown granted land to settlers within the Mahurangi and Omaha purchase area compounded the prejudice arising from the 1841 transaction.

(7) The Crown acknowledges that in purchasing the extensive area called Hikurangi in 1853–1854 it breached the Treaty of Waitangi and its principles when it—

(a) failed to conduct an adequate investigation of customary rights when it purchased this land; and

(b) acquired the land without the knowledge or consent of Te Kawerau ā Maki; and

(c) failed to provide adequate compensation or reserves for the future use and benefit of Te Kawerau ā Maki when it later learned of their interests in the land.

(8) The Crown acknowledges that the 1853 and 1854 purchase deeds for Hikurangi, Paeōterangi, and Puatainga contained provisions that 10 percent of the proceeds of sale were to be expended for the benefit of Māori and for specific payments to be made to the vendors. The Crown failed to keep adequate records after 1874 and the vendors, including Te Kawerau ā Maki, received no further identifiable benefit under the 10 percent provision.

(9) The Crown acknowledges that when it purchased a large amount of land in the Waitākere region between 1853 and 1856 it failed to actively protect Te Kawerau ā Maki by ensuring adequate lands were reserved from the purchase and thereafter protected from alienation and this was in breach of the Treaty of Waitangi and its principles.

(10) The Crown acknowledges that—

(a) it introduced the native land laws without consulting Te Kawerau ā Maki and the individualisation of title imposed by these laws was inconsistent with Te Kawerau ā Maki tikanga; and

(b) Te Kawerau ā Maki had no choice but to participate in the Native Land Court system to protect their interests in their lands and to integrate into the modern economy; and

(c) the Native Land Court title determination process carried significant costs, including survey and hearing costs, which at times contributed to the alienation of Te Kawerau ā Maki land; and

(d) the operation and impact of the native land laws made the lands of Te Kawerau ā Maki more susceptible to partition, fragmentation, and alienation. This further contributed to the erosion of tribal structures of Te Kawerau ā Maki which were based on collective ownership of land. The Crown failed to take adequate steps to actively protect those structures. This had a prejudicial effect on Te Kawerau ā Maki and was a breach of the Treaty of Waitangi and its principles.

(11) The Crown acknowledges that it did not promote any means in the native land law legislation for a form of collective title enabling Te Kawerau ā Maki to administer and utilise their lands until 1894, by which time title to much Te Kawerau ā Maki land had been awarded to individuals. The failure to promote a legal means for collective administration of Te Kawerau ā Maki land was a breach of the Treaty of Waitangi and its principles.

(12) The Crown acknowledges that lands of significance to Te Kawerau ā Maki at Kopironui and elsewhere were acquired by the Crown for sand-dune reclamation purposes between 1920 and 1951, including through compulsory taking. The Crown acknowledges that it did not work with Te Kawerau ā Maki to find an alternative to compulsory acquisition and that the loss of these lands has hindered Te Kawerau ā Maki access to urupā, kaimoana, and other resources and that this acquisition has been a major grievance for Te Kawerau ā Maki.

(13) The Crown acknowledges the loss of Te Kawerau ā Maki wāhi tapu through Crown and private purchases and public works takings and that this loss was prejudicial to Te Kawerau ā Maki cultural and spiritual well-being.

(14) The Crown acknowledges that Te Kawerau ā Maki have experienced ongoing difficulties in accessing and managing their few remaining lands.

(15) The Crown acknowledges that the cumulative effect of the Crown purchasing, public works takings, and private purchasing has left Te Kawerau ā Maki virtually landless. The Crown's failure to ensure that Te Kawerau ā Maki were left with sufficient land for their present and future needs was a breach of the Treaty of Waitangi and its principles. This hindered the social, economic, and cultural development of Te Kawerau ā Maki as a tribe, and undermined the ability of Te Kawerau ā Maki to protect and manage their taonga and their wāhi tapu, and to maintain spiritual connections to their lands. The Crown further acknowledges that this has severely impacted on the well-being of Te Kawerau ā Maki today.

Whakaaetanga ki te Whakataunga a Te Kawerau ā Maki

(16) E whakaae ana te Karauna, mohoa noa nei, nōna i hē ai ki te whakatikatika i ngā aureretanga nō mai rā anō o Te Kawerau ā Maki i runga i te tika me te pono ā, kua roa rawa te wā e noho tārewa tonu ana ēnei nawe.

(17) E whakaae ana te Karauna, e te mau tonu a Te Kawerau ā Maki ki ōna here ki raro i Te Tiriti o Waitangi mai i te tau 1840.

(18) E whakaae ana te Karauna, nā te whakatau i ngā whakawhitinga whenua nō mua i te Tiriti me ngā hokonga ā-unu mana hoko mō ngā whenua i whai pānga atu ai a Te Kawerau ā Maki, he takahitanga tērā i te Tiriti o Waitangi me ōna mātāpono inā—

(a) kāore i āta whakaarohia ngā pānga tuku iho o Te Kaweau ā Maki i mua i te whakaaetanga atu o ēnei whakawhitinga; ā

(b) ka whakahaeretia he kaupapahere e hāngai ana ki te tango i ngā whenua e toe ana i ēnei whakawhitinga me te kore aro atu ki te hāngaitanga o ngā whenua i pupurutia tonutia ai e Te Kawerau ā Maki.

(19) E whakaae ana te Karauna, kāore ia i āta whakarite here e pā ana ki ngā whakawhitinga ā-unu mana hoko, tae atu ki ngā whenua i Tāmaki Makaurau ki te Uru me ngā rohe o te Whanga o Waitematā ki runga. E whakaae hoki ana te Karauna, kāore i āta tiakina e ia ngā pānga Māori i ngā wā katoa i te wā o ngā uiuitanga i ēnei whakawhitinga.

(20) E whakaae ana te Karauna, nā tana hokonga i te whenua rarahi nei e kīia ana, ko "Mahurangi me Ōmaha" i te tau 1841, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātāpono inā—

(a) kāore i whakahaeretia he āta uiuitanga e pā ana ki ngā mana tuku iho i te wā tonu o taua hokonga whenua;

(b) ka riro whenua atu ki a ia me te kore mōhiotanga me te kore whakaaetanga o Te Kāwerau ā Maki; ā

(c) kāore i tukuna he kamupeniheihana e tika ana, tae atu ki ngā whenua rāhui hei whakamahinga, hei painga anō hoki mō Te Kawerau ā Maki i te whakamōhiotanga atu i muri mai, he pānga nō rātou ki te rohe whenua i hokona ai.

(21) E whakaae ana hoki te Karauna—

(a) kāore i āta rūrihia, kāore hoki i āta tūtohua e ia te hokonga o "Mahurangi me Ōmaha" ā, nā konā i tau ai te pōnānātanga me te kaha āwangawanga ki a Te Kawerau ā Maki; ā

(b) nā te tikanga whakahaere i taea ai e te Karauna te whakaae whenua atu ki a Tauiwi ki roto i te rohe hoko o "Mahurangi me Ōmaha", ka muramura te kiriwetitanga i tupu ake ai i te whakawhitinga i te tau 1841.

(22) E whakaae ana te Karauna, ko te hokonga o te whenua rarahi tonu e kīia ana ko "Hikurangi" i te tau 1853 ki te tau 1854, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātāpono inā—

(a) kāore i whakahaeretia he āta uiuitanga e pā ana ki ngā mana tuku iho i te wā tonu o te hokonga o tēnei whenua;

(b) ka riro atu ki a ia te whenua me te kore mōhiotanga atu me te kore whakaaetanga atu o Te Kawerau ā Maki; ā

(c) kāore i tukuna he kamupeniheihana e tika ana, he whenua rāhui rānei hei whakamahinga, hei painga mō Te Kawerau ā Maki i te whakamōhiotanga atu i muri mai, he pānga ō rātou ki te whenua.

(23) E whakaae ana te Karauna, kei roto i ngā whakaaetanga hoko o te tau 1853 me te tau 1854 mō Hikurangi, mō Paeōterangi me Puatainga, ētahi whakaritenga kia whakapaungia te tekau ōrau o ngā pūtea moni hei oranga mō te Māori ā, kia utua tōtika atu hoki he moni ki ngā kaihoko o te whenua. Kāore te Karauna i tiaki pūrongo e tika ana i muri i te tau 1874 ā, kāore ngā kaihoko, tae atu ki a Te Kawerau ā Maki, i whiwhi painga ake i muri mai i raro i te whakaritenga o "te tekau ōrau".

(24) E whakaae ana te Karauna, i te wā o tana hokonga i te whānui o ngā whenua i te rohe o Waitākere i waenganui i te tau 1853 me te tau 1856, kāore i āta whakamarumarutia e ia a Te Kawerau ā Maki, mā te whakarato whenua rāhui e tika ana mai i te hokonga, he whenua e kore rawa e whakawehea ai ā, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātāpono.

(25) E whakaae ana te Karauna—

(a) ka whakaturea e ia ngā ture whenua Māori me te kore whiriwhiri kōrero atu ki a Te Kawerau ā Maki ā, ko te whakatakitahitanga ā-taitara i whakaritea e ēnei ture, he taupatupatu tērā i ngā tikanga o Te Kawerau ā Maki;

(b) kāore he putanga atu ki a Te Kawerau ā Maki ā, ka mate ki te whaiwāhi ki ngā tikanga whakahaere o Te Kooti Whenua Māori hei whakamarumaru i ō rātou ake pānga ki ō rātou ake whenua ā, mā reira e uru pai ai rātou ki roto i te ōhanga o nāianei;

(c) he taumaha hoki ngā utunga i puta mai i te tikanga whakahaere mō te whakatau taitara a Te Kooti Whenua Māori, tae atu ki ngā utu rūri, ngā utu whakawā hoki ā, i ētahi wā, ko te whakawehewehe whenua o Te Kawerau ā Maki te papa; ā

(d) nā te whakahaeretanga me te papānga o ngā ture whenua Māori ka noho mōrearea ngā whenua o Te Kawerau ā Maki kei wāwāhia, kei whakarohea, kei whakawehea tonu. Ka whai anō, ko te turakitanga o ngā hanganga ā-iwi o Te Kawerau ā Maki, he mea i takea mai i tō rātou rangatiratanga ā-ohu ki te whenua. Kāore i āta tiakina e te Karauna ēnei hanganga ā-iwi. Ka pā te kiriweti ki a Te Kawerau ā Maki ā, i tua atu, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātāpono.

(26) E whakaae ana te Karauna, kāore ia i whakawātea mai he huarahi i roto i ngā hanganga ture whenua mō tētahi momo taitara ā-ohu e taea ai e Te Kawerau ā Maki te whakahaere, te whakamahi hoki ō rātou whenua kia tae rā anō ki te tau 1894. Ā, ko te mate kē, kua tukuna kētia te taitara o te nuinga o ngā whenua o Te Kawerau ā Maki ki ngā tāngata takitahi. Ko te kore whakatū huarahi ā-ture e taea ai te whakahaeretanga ā-ohu mō ngā whenua o Te Kawerau ā Maki, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātāpono.

(27) E whakaae ana te Karauna, ka riro atu ki a ia ngā whenua nui whakaharahara ki a Te Kawerau ā Maki i Kōpironui me ētahi atu wāhi hei mahinga tāmata whenua oneone i waenganui i te tau 1920 me te tau 1951 ā, i ētahi wā, nā te here o te ture. E whakaae ana te Karauna, kāore ia i mahi ngātahi ai me Te Kawerau ā Maki ki te kimi huarahi kē i tua atu i te rironga noa ā, nā te whakangaronga atu o ēnei whenua ka aukatingia te āta āheinga atu ki ngā urupā, ki ngā wāhi kaimoana me ērā atu rawa tūpuna ā, ko te otinga o tēnei hokonga, e ngau kino tonu nei i te manawa o Te Kawerau ā Maki.

(28) E whakaae ana te Karauna, nā te whakangarotanga atu o ngā wāhi tapu o Te Kawerau ā Maki nā ngā hokonga a te Karauna, a te tangata takitahi rānei, me ngā tangohanga hei mahinga tūmatanui, ko te pānga kino mai ki te oranga ā-tikanga, ā-wairua anō hoki o Te Kawerau ā Maki te otinga.

(29) E whakaae ana te Karuna, he riterite tonu ngā taumahatanga e pā ana ki a Te Kawerau ā Maki mō te whakaāheinga atu me te whakahaeretanga o ō rātou whenua e toe tonu ana.

(30) E whakaae ana te Karauna, ko te otinga atu o ngā hokonga a te Karauna, ngā rirotanga atu mō ngā mahinga tūmatanui tae atu ki ngā hokonga ā-tangata tūmataiti, kua tata noho whenua kore a Te Kawerau ā Maki. Nā te kore whakaū a te Karauna kia whakarāhuitia ngā whenua e tika ana hei whakatutukitanga i ō rātou wawata mō nāianei, mō ngā rā kei mua hoki, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātāpono. Nā ēnei mahi ka whakapōreareatia te whakawhanaketanga ā-papori, ā-ōhanga, ā-tikanga anō hoki o Te Kawerau ā Maki hei iwi tonu ā, kua whakamemehatia te kaha o Te Kawerau ā Maki ki te whakamarumaru, ki te whakahaere i ō rātou taonga me ō rātou wāhi tapu ā, ki te mau tonu ki ngā hononga ā-wairua ki ō rātou whenua. E whakaae anō ana te Karauna, kua pā kino mai ēnei āhuatanga ki te oranga o Te Kawerau ā Maki i ēnei rā.

9 Apology

(1) The Crown recognises the grievances of Te Kawerau ā Maki are long-held and acutely felt. For too long the Crown has failed to appropriately respond to your claims for redress and justice. The Crown now makes this apology to Te Kawerau ā Maki, to your ancestors and descendants.

(2) The Crown profoundly regrets its breaches of the Treaty of Waitangi and its principles which resulted in the alienation of much Te Kawerau ā Maki land by 1856. The Crown is deeply sorry for its subsequent failure to protect those lands which were reserved for Te Kawerau ā Maki. The loss of the entirety of these reserve lands, and of your other traditional lands, has had devastating consequences for the spiritual, cultural, social, economic, and physical well-being of Te Kawerau ā Maki. These consequences continue to be felt to this day.

(3) The Crown unreservedly apologises for not having honoured its obligations to Te Kawerau ā Maki under the Treaty of Waitangi. Through this apology and this settlement the Crown seeks to atone for its wrongs and lift the burden of grievance so that the process of healing can begin. By the same means the Crown hopes to form a new relationship with the people of Te Kawerau ā Maki based on mutual trust, co-operation, and respect for the Treaty of Waitangi and its principles.

Whakapāhatanga a te Karauna mō Te Kawerau ā Maki

(4) E whakaae ana te Karauna, e ngau kino tonu ana ngā mamaetanga o Te Kawerau ā Maki mai rā anō. E Te Kawerau ā Maki, kua roa rawa te Karauna e kōroiroi ana kia tika te urupare atu ki a koutou, e Te Kawerau ā Maki, hei whakatika hē, hei whakatau tikanga. Ko tēnei te whakapāhatanga atu a Te Karauna ki a Te Kawerau ā Maki, ki ō koutou tūpuna, ki ō koutou uri anō hoki.

(5) E kaha pōuri ana te Karauna mō ōna takahitanga i Te Tiriti o Waitangi me ōna mātāpono i whakangarongaro atu ai te nui o ngā whenua o Te Kawerau ā Maki tae noa mai ki te tau 1856. E ngākau pōuri ana te Karauna ki tōna kore e aro atu, i muri mai, ki te whakamarumaru i ērā whenua i whakarāhuitia ai mō Te Kawerau ā Maki. Nō te whakawehewehetanga atu o te katoa o ēnei whenua rāhui, me ō koutou whenua taketake anō hoki, ka patua te oranga ā-wairua, ā-tikanga, ā-ōhanga, ā-tinana hoki o Te Kawerau ā Maki. Ka ngaua tonutia ēnei āhuatanga i ēnei rā tonu.

(6) E whakapāha ana te Karauna me te kore here, mō te kore whakatutuki i ōna here ki a Te Kawerau ā Maki i raro i Te Tiriti o Waitangi. Mā tēnei whakapāhatanga me tēnei whakataunga e rīpenetā ana ia mō ōna mahi hē ā, mā konā e hiki ai te kawenga o te mamae kia tīmata ai he wā hei whakaoratanga anō. Mā reira hoki e hanga hononga hou me ngā tāngata o Te Kawerau ā Maki nā runga i te pono tahitanga, te mahi tahitanga me te aronui mō Te Tiriti o Waitangi me ōna mātāpono.

Interpretation provisions

10 Interpretation of Act generally

It is the intention of Parliament that the provisions of this Act are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

11 Interpretation

In this Act, unless the context otherwise requires,—

administering body has the meaning given in section 2(1) of the Reserves Act 1977

attachments means the attachments to the deed of settlement

Auckland Prison has the meaning given in **section 107**

Auckland Prison Housing Block and **Housing Block** have the meanings given in **section 93**

commercial redress property has the meaning given in **section 93**

computer register—

(a) has the meaning given in section 4 of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002; and

(b) includes, where relevant, a certificate of title issued under the Land Transfer Act 1952

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

conservation area has the meaning given in section 2(1) of the Conservation Act 1987

Crown has the meaning given in section 2(1) of the Public Finance Act 1989

cultural redress property has the meaning given in **section 59**

deed of recognition—

(a) means a deed of recognition issued under **section 35** by the Minister of Conservation and the Director-General; and

(b) includes any amendments made under **section 35(3)**

deed of settlement—

(a) means the deed of settlement dated {date} and signed by—

(i) the Honourable Christopher Finlayson, Minister for Treaty of Waitangi Negotiations, and the Honourable Simon William English, Minister of Finance, for and on behalf of the Crown; and

(ii) {names of iwi signatories}, for and on behalf of Te Kawerau ā Maki; and

(iii) [{names of governance entity signatories}, being the trustees of Te Kawerau Iwi Settlement Trust]; and

(b) includes—

(i) the schedules of, and attachments to, the deed; and

(ii) any amendments to the deed or its schedules and attachments

deferred selection property has the meaning given in **section 93**

Director-General means the Director-General of Conservation

documents schedule means the documents schedule of the deed of settlement

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

exclusive RFR land has the meaning given in **section 109**

Historic Places Trust has the meaning given to **Trust** in section 2 of the Historic Places Act 1993

historical claims has the meaning given in **section 13**

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

Kopironui property has the meaning given in the definition of cultural redress property in **section 59**

LINZ means Land Information New Zealand

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

member of Te Kawerau ā Maki means an individual referred to in **section 12(1)(a)**

Ngā Maunga Whakahii o Kaipara Development Trust has the meaning given in section 11 of the Ngāti Whātua o Kaipara Claims Settlement Act 2013

property redress schedule means the property redress schedule of the deed of settlement

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

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

representative entity means—

(a) the trustees; and

(b) any person (including any trustee) acting for or on behalf of—

  (i) the collective group referred to in **section 12(1)(a)**; or

  (ii) 1 or more members of Te Kawerau ā Maki; or

  (iii) 1 or more of the whānau, hapū, or groups referred to in **section 12(1)(c)**

reserve has the meaning given in section 2(1) of the Reserves Act 1977

reserve property has the meaning given in **section 59**

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

RFR means the right of first refusal provided for by **subpart 4 of Part 3**

RFR area has the meaning given in **section 107**

RFR land has the meaning given in **section 108**

settlement date means the date that is 20 working days after the date on which this Act comes into force

statutory acknowledgement has the meaning given in **section 26**

tikanga means customary values and practices

Te Kawerau Iwi Settlement Trust means the trust of that name established by a trust deed dated 21 February 2014

trustees of Te Kawerau Iwi Settlement Trust and **trustees** mean the trustees, acting in their capacity as trustees, of Te Kawerau Iwi Settlement Trust

whenua rāhui has the meaning given in **section 40**

working day means a day other than—

(a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, and Labour Day:

(b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday:

(c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year:

(d) the days observed as the anniversaries of the provinces of Auckland and Wellington.

12 Meaning of Te Kawerau ā Maki

(1) In this Act, **Te Kawerau ā Maki**—

(a) means the collective group composed of individuals who are descended from an ancestor of Te Kawerau ā Maki; and

(b) includes those individuals; and

(c) includes any whānau, hapū, or group to the extent that it is composed of those individuals.

(2) In this section and **section 13**,—

ancestor of Te Kawerau ā Maki means an individual who—

(a) exercised customary rights by virtue of being descended from 2 or more of the following ancestors:

(i) Tawhiakiterangi (also known as Te Kawerau ā Maki):

(ii) Mana:

(iii) Te Au o Te Whenua:

(iv) Kowhatu ki te Uru:

(v) Te Tuiau:

(vi) any other recognised ancestor of a group referred to in part 8 of the deed of settlement; and

(b) exercised the customary rights predominantly in relation to the area of interest at any time after 6 February 1840

area of interest means the area shown as the Te Kawerau ā Maki area of interest in part 1 of the attachments

customary rights means rights exercised according to tikanga Māori, including—

(a) rights to occupy land; and

(b) rights in relation to the use of land or other natural or physical resources

descended means that a person is descended from another person by—

(a) birth; or

(b) legal adoption; or

(c) Māori customary adoption in accordance with Te Kawerau ā Maki tikanga.

13 Meaning of historical claims

(1) In this Act, **historical claims**—

(a) means the claims described in **subsection (2)**; and

(b) includes the claim described in **subsection (3)**; but

(c) does not include the claims described in **subsection (4)**.

(2) The historical claims are every claim that Te Kawerau ā Maki or a representative entity had on or before the settlement date, or may have after the settlement date, and that—

(a) is founded on a right arising—

(i) from the Treaty of Waitangi or its principles; or

(ii) under legislation; or

(iii) at common law (including aboriginal title or customary law); or

(iv) from a fiduciary duty; or

(v) otherwise; and

(b) arises from, or relates to, acts or omissions before 21 September 1992—

(i) by or on behalf of the Crown; or

(ii) by or under legislation.

(3) The historical claims include every claim to the Waitangi Tribunal to which **subsection (2)** applies, including Wai 470, the Te Kawerau ā Maki claim.

(4) However, the historical claims do not include—

(a) a claim that a member of Te Kawerau ā Maki, or a whānau, hapū, or group referred to in **section 12(1)(c)**, had or may have that is founded on a right arising by virtue of being descended from an ancestor who is not an ancestor of Te Kawerau ā Maki; or

(b) a claim that a representative entity had or may have that is based on a claim referred to in **paragraph (a) or (b)**.

(5) A claim may be a historical claim whether or not the claim has arisen or been considered, researched, registered, notified, or made on or before the settlement date.

Historical claims settled and jurisdiction of courts, etc, removed

14 Settlement of historical claims final

(1) The historical claims are settled.

(2) The settlement of the historical claims is final, and, on and from the settlement date, the Crown is released and discharged from all obligations and liabilities in respect of those claims.

(3) **Subsections (1) and (2)** do not limit the deed of settlement.

(4) Despite any other enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including the jurisdiction to inquire or further inquire, or to make a finding or recommendation) in respect of—

(a) the historical claims; or

(b) the deed of settlement; or

(c) this Act; or

(d) the redress provided under the deed of settlement or this Act.

(5) **Subsection (4)**—

(a) does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the deed of settlement or this Act; and

(b) does not limit the jurisdiction of the Māori Land Court, for the purposes of **sections 73 to 78**.

Amendment to Treaty of Waitangi Act 1975

15 Amendment to Treaty of Waitangi Act 1975

(1) This section amends the Treaty of Waitangi Act 1975.

(2) In Schedule 3, insert in its appropriate alphabetical order "Te Kawerau ā Maki Claims Settlement Act **2014, section 14(4) and (5)**".

Resumptive memorials no longer to apply

16 Certain enactments do not apply

(1) The enactments listed in **subsection (2)** do not apply—

(a) to Auckland Prison; or

(b) to a cultural redress property (other than the Kopironui property); or

(c) to the commercial redress property; or

(d) to a deferred selection property on and from the date of its transfer to the trustees; or

(e) to the exclusive RFR land; or

(f) to the Housing Block on and from the date of its transfer under **section 94**; or

(g) to the Kopironui property on and from the date it is vested under **section 71**; or

(h) to non-exclusive RFR land on and from the date of its transfer under a contract formed under **section 117**; or

(i) for the benefit of Te Kawerau ā Maki or a representative entity.

(2) The enactments are—

(a) Part 3 of the Crown Forest Assets Act 1989:

(b) sections 211 to 213 of the Education Act 1989:

(c) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990:

(d) sections 27A to 27C of the State-Owned Enterprises Act 1986:

(e) sections 8A to 8HJ of the Treaty of Waitangi Act 1975.

17 Resumptive memorials to be cancelled

(1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal description of, and identify the computer register for, each allotment that—

(a) is all or part of—
  (i) Auckland Prison:
  (ii) a cultural redress property:
  (iii) the commercial redress property:
  (iv) a deferred selection property:
  (v) the exclusive RFR land:
  (vi) the Housing Block:
  (vii) non-exclusive RFR land transferred under a contract formed under **section 117**; and

(b) is subject to a resumptive memorial recorded under any enactment listed in **section 16(2)**.

(2) The chief executive of LINZ must issue a certificate as soon as is reasonably practicable after—
  (a) the settlement date, for a cultural redress property (other than the Kopironui property), the commercial redress property, or the exclusive RFR land; or
  (b) the date of transfer of the property to the trustees, for a deferred selection property; or
  (c) the date of the transfer of the Housing Block under **section 94**; or
  (d) the date of the vesting of the Kopironui property under **section 71**; or
  (e) the date of transfer of the land, for non-exclusive RFR land transferred under a contract formed under **section 117**.

(3) Each certificate must state that it is issued under this section.

(4) As soon as is reasonably practicable after receiving a certificate, the Registrar-General must—
  (a) register the certificate against each computer register identified in the certificate; and
  (b) cancel each memorial recorded under an enactment listed in **section 16(2)** on a computer register identified in the certificate, but only in respect of each allotment described in the certificate.

Miscellaneous matters

18 Rule against perpetuities does not apply

(1) The rule against perpetuities and the provisions of the Perpetuities Act 1964—

(a) do not prescribe or restrict the period during which—

(i) Te Kawerau Iwi Settlement Trust may exist in law; or

(ii) the trustees may hold or deal with property or income derived from property; and

(b) do not apply to a document entered into to give effect to the deed of settlement if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective.

(2) However, if Te Kawerau Iwi Settlement Trust is, or becomes, a charitable trust, the application (if any) of the rule against perpetuities or of any provision of the Perpetuities Act 1964 to that trust must be determined under the general law.

19 Access to deed of settlement

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

(a) for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington between 9 am and 5 pm on any working day; and

(b) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

Part 2
Cultural redress

Subpart 1—Protocols

20 Interpretation

In this subpart,—

protocol—

(a) means each of the following protocols issued under **section 21(1)(a)**:

(i) the Crown minerals protocol:
(ii) the taonga tūturu protocol; and

(b) includes any amendments made under **section 21(1)(b)**

responsible Minister means,—

(a) for the Crown minerals protocol, the Minister of Energy and Resources:

(b) for the taonga tūturu protocol, the Minister for Arts, Culture and Heritage.

General provisions applying to protocols

21 Issuing, amending, and cancelling protocols

(1) Each responsible Minister—

(a) must issue a protocol to the trustees on the terms set out in part 6 of the documents schedule; and

(b) may amend or cancel that protocol.

(2) The responsible Minister may amend or cancel a protocol at the initiative of—

(a) the trustees; or

(b) the responsible Minister.

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

22 Protocols subject to rights, functions, and duties

Protocols do not restrict—

(a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and Government policy, for example, the ability to—

(i) introduce legislation and change Government policy; and

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

(b) the responsibilities of a responsible Minister or a department of State; or

(c) the legal rights of Te Kawerau ā Maki or a representative entity.

23 Enforcement of protocols

(1) The Crown must comply with a protocol while it is in force.

(2) If the Crown fails to comply with a protocol without good cause, the trustees may enforce the protocol, subject to the Crown Proceedings Act 1950.

(3) Despite **subsection (2)**, damages or other forms of monetary compensation are not available as a remedy for a failure by the Crown to comply with a protocol.

(4) To avoid doubt,—

(a) **subsections (1) and (2)** do not apply to guidelines developed for the implementation of a protocol; and

(b) **subsection (3)** does not affect the ability of a court to award costs incurred by the trustees in enforcing the protocol under **subsection (2)**.

Crown minerals

24 Crown minerals protocol

(1) The chief executive of the department of State responsible for the administration of the Crown Minerals Act 1991 must note a summary of the terms of the Crown minerals protocol in—

(a) a register of protocols maintained by the chief executive; and

(b) the minerals programmes that affect the Crown minerals protocol area, but only when those programmes are changed.

(2) The noting of the summary is—

(a) for the purpose of public notice only; and

(b) not a change to the minerals programmes for the purposes of the Crown Minerals Act 1991.

(3) The Crown minerals protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, Crown minerals.

(4) In this section,—

Crown mineral means a mineral, as defined in section 2(1) of the Crown Minerals Act 1991,—

(a) that is the property of the Crown under section 10 or 11 of that Act; or

(b) over which the Crown has jurisdiction under the Continental Shelf Act 1964

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

minerals programme has the meaning given in section 2(1) of the Crown Minerals Act 1991.

Taonga tūturu

25 Taonga tūturu protocol

(1) The taonga tūturu protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.

(2) In this section, **taonga tūturu**—

(a) has the meaning given in section 2(1) of the Protected Objects Act 1975; and

(b) includes ngā taonga tūturu, as defined in section 2(1) of that Act.

Subpart 2—Statutory acknowledgement and deed of recognition

26 Interpretation

In this subpart,—

relevant consent authority, for a statutory area, means a consent authority of a region or district that contains, or is adjacent to, the statutory area

statement of association, for a statutory area, means the statement—

(a) made by Te Kawerau ā Maki of their particular cultural, historical, spiritual, and traditional association with the statutory area; and

(b) set out in part 4 of the documents schedule

statutory acknowledgement means the acknowledgement made by the Crown in **section 27** in respect of the statutory areas, on the terms set out in this subpart

statutory area means an area described in **Schedule 1**, the general location of which is indicated on the deed plan for that area

statutory plan—

(a) means a district plan, regional coastal plan, regional plan, regional policy statement, or proposed policy statement as defined in section 43AA of the Resource Management Act 1991; and

(b) includes a proposed plan, as defined in section 43AAC of that Act.

Statutory acknowledgement

27 Statutory acknowledgement by the Crown

The Crown acknowledges the statements of association for the statutory areas.

28 Purposes of statutory acknowledgement

The only purposes of the statutory acknowledgement are to—

(a) require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement, in accordance with **sections 29 to 31**; and

(b) require relevant consent authorities to record the statutory acknowledgement on statutory plans that relate to the statutory areas and to provide summaries of resource consent applications or copies of notices of applications to the trustees, in accordance with **sections 32 and 33**; and

(c) enable the trustees and any member of Te Kawerau ā Maki to cite the statutory acknowledgement as evidence of the association of Te Kawerau ā Maki with a statutory area, in accordance with **section 34**.

29 Relevant consent authorities to have regard to statutory acknowledgement

(1) This section applies in relation to an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.

(2) On and from the effective date, a relevant consent authority must have regard to the statutory acknowledgement relating to the statutory area in deciding, under section 95E of the Resource Management Act 1991, whether the trustees are affected persons in relation to the activity.

(3) **Subsection (2)** does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.

30 Environment Court to have regard to statutory acknowledgement

(1) This section applies to proceedings in the Environment Court in relation to an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.

(2) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to the statutory area in deciding, under section 274 of the Resource Management Act 1991, whether the trustees are persons with an interest in the proceedings greater than that of the general public.

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

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

(1) This section applies to an application made under section 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site within a statutory area.

(2) On and from the effective date, the Historic Places Trust must 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.

(3) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to the statutory area—

(a) in determining whether the trustees are persons directly affected by the decision; and

(b) in determining, under section 20 of the Historic Places Act 1993, an appeal against a decision of the Historic Places Trust in relation to the application.

(4) In this section, **archaeological site** has the meaning given in section 2 of the Historic Places Act 1993.

32 Recording statutory acknowledgement on statutory plans

(1) On and from the effective date, each relevant consent authority must attach information recording the statutory acknowledgement to all statutory plans that wholly or partly cover a statutory area.

(2) The information attached to a statutory plan must include—

(a) a copy of **sections 27 to 31, 33, and 34**; and

(b) descriptions of the statutory areas wholly or partly covered by the plan; and

(c) the statement of association for each statutory area.

(3) The attachment of information to a statutory plan under this section is for the purpose of public information only and, unless adopted by the relevant consent authority as part of the statutory plan, the information is not—

(a) part of the statutory plan; or

(b) subject to the provisions of Schedule 1 of the Resource Management Act 1991.

33 Provision of summary or notice to trustees

(1) Each relevant consent authority must, for a period of 20 years on and from the effective date, provide the following to the trustees for each resource consent application for an activity within, adjacent to, or directly affecting a statutory area:

(a) if the application is received by the consent authority, a summary of the application; or

(b) if notice of the application is served on the consent authority under section 145(10) of the Resource Management Act 1991, a copy of the notice.

(2) A summary provided under **subsection (1)(a)** must be the same as would be given to an affected person by limited notification under section 95B of the Resource Management Act 1991 or as may be agreed between the trustees and the relevant consent authority.

(3) The summary must be provided—

(a) as soon as is reasonably practicable after the relevant consent authority receives the application; but

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

(4) A copy of a notice must be provided under **subsection (1)(b)** not later than 10 working days after the day on which the consent authority receives the notice.

(5) The trustees may, by written notice to a relevant consent authority,—

(a) waive the right to be provided with a summary or copy of a notice under this section; and

(b) state the scope of that waiver and the period it applies for.

(6) This section does not affect the obligation of a relevant consent authority to decide,—

(a) under section 95 of the Resource Management Act 1991, whether to notify an application:

(b) under section 95E of that Act, whether the trustees are affected persons in relation to an activity.

34 Use of statutory acknowledgement

(1) The trustees and any member of Te Kawerau ā Maki may, as evidence of the association of Te Kawerau ā Maki with a statutory area, cite the statutory acknowledgement that relates to that area in submissions concerning activities within, adjacent to, or directly affecting the statutory area that are made to or before—

(a) the relevant consent authorities; or

(b) the Environment Court; or

(c) the Historic Places Trust; or

(d) the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991.

(2) The content of a statement of association is not, by virtue of the statutory acknowledgement, binding as fact on—

(a) the bodies referred to in **subsection (1)**; or

(b) parties to proceedings before those bodies; or

(c) any other person who is entitled to participate in those proceedings.

(3) However, the bodies and persons specified in **subsection (2)** may take the statutory acknowledgement into account.

(4) To avoid doubt,—

(a) neither the trustees nor members of Te Kawerau ā Maki are precluded from stating that Te Kawerau ā Maki has an association with a statutory area that is not described in the statutory acknowledgement; and

(b) the content and existence of the statutory acknowledgement do not limit any statement made.

Deed of recognition

35 Issuing and amending deed of recognition

(1) This section applies in respect of the statutory area described in **Part 2 of Schedule 1**.

(2) The Minister of Conservation and the Director-General must issue a deed of recognition in the form set out in part 5 of the documents schedule for the statutory area administered by the Department of Conservation.

(3) The person or persons who issue a deed of recognition may amend the deed, but only with the written consent of the trustees.

General provisions relating to statutory acknowledgement and deeds of recognition

36 Application of statutory acknowledgement and deed of recognition to river or stream

If any part of the statutory acknowledgement or deed of recognition applies to a river or stream, including a tributary, that part of the acknowledgement or deed—

(a) applies only to—

(i) the continuously or intermittently flowing body of fresh water, including a modified watercourse, that comprises the river or stream; and

(ii) the bed of the river or stream, which is the land that the waters of the river or stream cover at their fullest flow without flowing over the banks of the river or stream; but

(b) does not apply to—

(i) a part of the bed of the river or stream that is not owned by the Crown; or

(ii) an artificial watercourse.

37 Exercise of powers and performance of functions and duties

(1) The statutory acknowledgement and deed of recognition do not affect, and must not be taken into account by, a person exercising a power or performing a function or duty under an enactment or a bylaw.

(2) A person, in considering a matter or making a decision or recommendation under an enactment or a bylaw, must not give greater or lesser weight to the association of Te Kawerau ā Maki with a statutory area than that person would give if there were no statutory acknowledgement or deed of recognition for the statutory area.

(3) **Subsection (2)** does not limit **subsection (1)**.

(4) This section is subject to—

(a) the other provisions of this subpart; and

(b) any obligation imposed on the Minister of Conservation or the Director-General by a deed of recognition.

38 Rights not affected

(1) The statutory acknowledgement and deed of recognition do not—

(a) affect the lawful rights or interests of a person who is not a party to the deed of settlement; or

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

(2) This section is subject to the other provisions of this subpart.

Consequential amendment to Resource Management Act 1991

39 Amendment to Resource Management Act 1991

(1) This section amends the Resource Management Act 1991.

(2) In Schedule 11, insert in its appropriate alphabetical order "Te Kawerau ā Maki Claims Settlement Act **2014**".

Subpart 3—Whenua rāhui

40 Interpretation

In this subpart,—

Conservation Board means a board established under section 6L of the Conservation Act 1987

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

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

national park management plan has the meaning given to **management plan** in section 2 of the National Parks Act 1980

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

protection principles, for the whenua rāhui area, means the principles set out for the area in part 2 of the documents schedule, or as those principles are amended under **section 43(3)**

specified actions, for the whenua rāhui area, means the actions set out for the area in part 3 of the documents schedule

statement of values, for the whenua rāhui area, means the statement—

(a) made by Te Kawerau ā Maki of their values relating to their cultural, historical, spiritual, and traditional association with the whenua rāhui area; and

(b) set out in part 1 of the documents schedule

whenua rāhui means the application of this subpart to the whenua rāhui area

whenua rāhui area—

(a) means the area that is declared under **section 41(1)** to be subject to the whenua rāhui; but

(b) does not include an area that is declared under **section 52(1)** to be no longer subject to the whenua rāhui.

41 Declaration of whenua rāhui and the Crown's acknowledgement

(1) The area described in **Schedule 2** is declared to be subject to the whenua rāhui.

(2) The Crown acknowledges the statement of values for the whenua rāhui area.

42 Purposes of whenua rāhui

The only purposes of the whenua rāhui are to—

(a) require the New Zealand Conservation Authority and relevant Conservation Boards to comply with the obligations in **section 44**; and

(b) enable the taking of action under **sections 45 to 50**.

43 Agreement on protection principles

(1) The trustees and the Minister of Conservation may agree on, and publicise, protection principles that are intended to prevent the values stated in the statement of values for the whenua rāhui area from being harmed or diminished.

(2) The protection principles are to be treated as having been agreed by the trustees and the Minister of Conservation.

(3) The trustees and the Minister of Conservation may agree in writing any amendments to the protection principles.

44 Obligations on New Zealand Conservation Authority and Conservation Boards

(1) When the New Zealand Conservation Authority or a Conservation Board considers a conservation management strategy, conservation management plan, or national park management plan that relates to the whenua rāhui area, the Authority or Board must have particular regard to—

(a) the statement of values for the area; and

(b) the protection principles for the area.

(2) Before approving a strategy or plan that relates to the whenua rāhui area, the New Zealand Conservation Authority or a Conservation Board must—

(a) consult the trustees; and

(b) have particular regard to the views of the trustees as to the effect of the strategy or plan on—

(i) any matters in the statement of values for the area; and

(ii) the implementation of the protection principles for the area.

(3) If the trustees advise the New Zealand Conservation Authority in writing that they have significant concerns about a draft conservation management strategy in relation to the whenua rāhui area, the Authority must, before approving the strategy, give the trustees an opportunity to make submissions in relation to those concerns.

45 Noting of whenua rāhui in strategies and plans

(1) The application of the whenua rāhui to the whenua rāhui area must be noted in any conservation management strategy, conservation management plan, or national park management plan affecting the area.

(2) The noting of the whenua rāhui is—

(a) for the purpose of public notice only; and

(b) not an amendment to the strategy or plan for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

46 Notification in *Gazette*

(1) The Minister of Conservation must notify in the *Gazette*, as soon as practicable after the settlement date,—

(a) the declaration made by **section 41** that the whenua rāhui applies to the whenua rāhui area; and

(b) the protection principles for the whenua rāhui area.

(2) Any amendment to the protection principles agreed under **section 43(3)** must be notified by the Minister in the *Gazette* as

soon as practicable after the amendment has been agreed in writing.

(3) The Director-General may notify in the *Gazette* any action (including any specified action) taken or intended to be taken under **section 47 or 48**.

47 Actions by Director-General

(1) The Director-General must take action in relation to the protection principles that relate to the whenua rāhui area, including the specified actions.

(2) The Director-General retains complete discretion to determine the method and extent of the action to be taken.

(3) The Director-General must notify the trustees in writing of any action intended to be taken.

48 Amendment to strategies or plans

(1) The Director-General may initiate an amendment to a conservation management strategy, conservation management plan, or national park management plan to incorporate objectives for the protection principles that relate to the whenua rāhui area.

(2) The Director-General must consult relevant Conservation Boards before initiating the amendment.

(3) The amendment is an amendment for the purposes of section 17I(1) to (3) of the Conservation Act 1987 or section 46(1) to (4) of the National Parks Act 1980.

49 Regulations

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

(a) to provide for the implementation of objectives included in a strategy or plan under **section 48(1)**:

(b) to regulate or prohibit activities or conduct by members of the public in relation to the whenua rāhui area:

(c) to create offences for breaches of regulations made under **paragraph (b)**:

(d) to prescribe the following fines:

(i) for an offence referred to in **paragraph (c)**, a fine not exceeding $5,000; and

(ii) for a continuing offence, an additional amount not exceeding $50 for every day on which the offence continues.

50 Bylaws

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

(a) to provide for the implementation of objectives included in a strategy or plan under **section 48(1)**:

(b) to regulate or prohibit activities or conduct by members of the public in relation to the whenua rāhui area:

(c) to create offences for breaches of bylaws made under **paragraph (b)**:

(d) to prescribe the following fines:

(i) for an offence referred to in **paragraph (c)**, a fine not exceeding $1,000; and

(ii) for a continuing offence, an additional amount not exceeding $50 for every day on which the offence continues.

51 Existing classification of whenua rāhui area

(1) This section applies to the extent that the whenua rāhui applies to land in a reserve under the Reserves Act 1977.

(2) The whenua rāhui does not affect—

(a) the purpose of the reserve; or

(b) the classification of the land as a reserve.

52 Termination of whenua rāhui

(1) The Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, declare that all or part of the whenua rāhui area is no longer subject to the whenua rāhui.

(2) The Minister of Conservation must not make a recommendation for the purposes of **subsection (1)** unless—

(a) the trustees and the Minister of Conservation have agreed in writing that the whenua rāhui is no longer appropriate for the relevant area; or

(b) the relevant area is to be, or has been, disposed of by the Crown; or

(c) the responsibility for managing the relevant area is to be, or has been, transferred to a different Minister of the Crown or the Commissioner of Crown Lands.

(3) The Crown must take reasonable steps to ensure that the trustees continue to have input into the management of a relevant area if—

(a) **subsection (2)(c)** applies; or

(b) there is a change in the statutory management regime that applies to all or part of the whenua rāhui area.

53 Exercise of powers and performance of functions and duties

(1) The whenua rāhui does not affect, and must not be taken into account by, any person exercising a power or performing a function or duty under an enactment or a bylaw.

(2) A person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to the values stated in the statement of values for the whenua rāhui area than that person would give if the area were not subject to the whenua rāhui.

(3) **Subsection (2)** does not limit **subsection (1)**.

(4) This section is subject to the other provisions of this subpart.

54 Rights not affected

(1) The whenua rāhui does not—

(a) affect the lawful rights or interests of a person who is not a party to the deed of settlement; or

(b) have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, the whenua rāhui area.

(2) This section is subject to the other provisions of this subpart.

Subpart 4—Official geographic names

55 Interpretation

In this subpart,—

Act means the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008

Board has the meaning given in section 4 of the Act

official geographic name has the meaning given in section 4 of the Act.

56 Official geographic names

(1) A name specified in the second column of the table in clause 5.14 of the deed of settlement is the official geographic name of the feature described in the third and fourth columns of that table.

(2) Each official geographic name is to be treated as if it were an official geographic name that takes effect on the settlement date by virtue of a determination of the Board made under section 19 of the Act.

57 Publication of official geographic names

(1) The Board must, as soon as practicable after the settlement date, give public notice of each official geographic name specified under **section 56** in accordance with section 21(2) and (3) of the Act.

(2) The notices must state that each official geographic name became an official geographic name on the settlement date.

58 Subsequent alteration of official geographic names

(1) In making a determination to alter the official geographic name of a feature named under this subpart, the Board—

(a) need not comply with section 16, 17, 18, 19(1), or 20 of the Act; but

(b) must have the written consent of the trustees.

(2) To avoid doubt, the Board must give public notice of a determination made under **subsection (1)** in accordance with section 21(2) and (3) of the Act.

Subpart 5—Vesting of cultural redress properties

59 Interpretation

In this subpart,—

Crown forest land has the meaning given in **section 93**

Crown forestry licence—

(a) has the meaning given in section 2(1) of the Crown Forest Assets Act 1989; and

(b) in relation to the Kopironui property, means the licence applying to that land on the vesting date

cultural redress property means each of the following properties, and each property means the land of that name described in **Schedule 3**:

Properties vested in fee simple

(a) Te Henga site A:

(b) Wai Whauwhaupaku:

Property vested in fee simple to be held as Māori reservation

(c) Te Onekiritea Point property:

Properties vested in fee simple to be administered as reserves

(d) Parihoa site B:

(e) Te Henga site B:

(f) Te Kawerau Pā:

Properties vested in fee simple subject to conservation covenant

(g) Muriwai:

(h) Opareira:

(i) Parihoa site A:

Kopironui property vested in fee simple

(j) Kopironui property

licensor has the meaning given in **section 93**

reserve property means the properties named in of each **paragraphs (d) to (f)** of the definition of cultural redress property

Te Kawerau Pā vesting date means the later of the following dates:

(a) the date which is 20 working days after the date the Titirangi Matangi Island Scientific Reserve vests in the Crown under **section 68(2) of the Ngā Mana Whenua o Tāmaki Makarau Collective Redress Act 2013**; or

(b) the settlement date.

Properties vested in fee simple

60 Te Henga site A

(1) The reservation of Te Henga site A (being part of Te Henga Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Te Henga site A vests in the trustees.

61 Wai Whauwhaupaku

(1) Wai Whauwhaupaku ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in Wai Whauwhaupaku vests in the trustees.

Property vested in fee simple to be held as Māori reservation

62 Te Onekiritea Point property

(1) The fee simple estate in the Te Onekiritea Point property vests in the trustees.

(2) The Te Onekiritea Point property is set apart as a Māori reservation as if under section 338(1) of Te Ture Whenua Maori Act 1993—

(a) for the purposes of a marae; and

(b) to be held for the benefit of Te Kawerau ā Maki.

(3) The Te Onekiritea Point property is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.

Properties vested in fee simple to be administered as reserves

63 Parihoa site B

(1) Parihoa site B ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in Parihoa site B vests in the trustees.

(3) Parihoa site B is declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.

(4) The reserve is named Parihoa Historic Reserve.

64 Te Henga site B

(1) The reservation of Te Henga site B (being part of Te Henga Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Te Henga site B vests in the trustees.

(3) Te Henga site B is declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.

(4) The reserve is named Te Henga Historic Reserve.

(5) **Subsections (1) to (4)** do not take effect until the trustees have provided the Crown with a registrable easement in gross for a right of way over the Te Henga Walkway on the terms and conditions set out in part 7.5 of the documents schedule.

(6) Despite the provisions of the Reserves Act 1977, the easement—

(a) is enforceable in accordance with its terms; and

(b) is to be treated as having been granted in accordance with the Reserves Act 1977.

65 Te Kawerau Pā

(1) This section takes effect on the Te Kawerau Pā vesting date.

(2) The reservation of Te Kawerau Pā (being part of Tiritiri Matangi Island Scientific Reserve) as a scientific reserve subject to the Reserves Act 1977 is revoked.

(3) The fee simple estate in Te Kawerau Pā vests in the trustees, subject to **section 66**.

(4) Te Kawerau Pā is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.

(5) Despite the vesting under **subsection (3)**, the Reserves Act 1977 applies to the reserve as if the reserve were vested in the Crown.

(6) To avoid doubt, as a result of **subsection (5)**,—

(a) the reserve is not vested in, or managed and controlled by, an administering body; and

(b) the Crown continues to administer, control, and manage the reserve; and

(c) the Crown continues to retain all income, and be responsible for all liabilities, in relation to the reserve; and

(d) the reserve continues to form part of the Hauraki Gulf Marine Park established under section 33 of the Hauraki Gulf Marine Park Act 2000.

(7) However, the Minister of Conservation must not—

(a) authorise the exchange of Te Kawerau Pā under the Reserves Act 1977; or

(b) revoke the reserve status of Te Kawerau Pā (but may reclassify it) under that Act.

(8) For the purposes of the Forest and Rural Fires Act 1977, Te Kawerau Pā must be treated as if it were a state area within the meaning of section 2(1) of that Act.

66 Te Kawerau Pā vests subject to, or together with, interests

(1) Te Kawerau Pā vests in the trustees under **section 65**, subject to, or with the benefit of,—

(a) the interests listed for the property in the third column of the table in **Schedule 3**; and

(b) any other interests affecting the property on the Te Kawerau Pā vesting date.

(2) If, on the Te Kawerau Pā vesting date, Te Kawerau Pā is affected by an interest in land, the interest applies as if the Crown were the grantor, or the grantee, as the case may be, of the interest in respect of Te Kawerau Pā.

(3) Any interest in land that affects Te Kawerau Pā must be dealt with for the purposes of registration as if the Crown were the registered proprietor of the land.

(4) **Subsections (2) and (3)** continue to apply despite any subsequent transfer of the reserve land under **section 88**.

(5) **Subsections (6) and (7)** apply if Te Kawerau Pā vests subject to an interest (other than an interest in land), whether or not the interest also applies to land outside the property.

(6) The Crown remains the grantor of the interest.

(7) The interest applies—

(a) until the interest expires or is terminated, but any subsequent transfer of the property must be ignored in determining whether the interest expires or is or may be terminated; and

(b) with any necessary modifications; and

(c) despite any change in status of the land in Te Kawerau Pā.

Properties vested in fee simple subject to conservation covenant

67 Muriwai

(1) The reservation of Muriwai (being part of Motutara Settlement Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Muriwai vests in the trustees.

(3) **Subsections (1) and (2)** do not take effect until the trustees have provided the Crown with a registrable covenant in relation to Muriwai on the terms and conditions set out in part 7.1 of the documents schedule.

(4) The covenant is to be treated as a conservation covenant for the purposes of—

(a) section 77 of the Reserves Act 1977; and

(b) section 27 of the Conservation Act 1987.

68 Opareira

(1) The reservation of Opareira (being part of Henderson Valley Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Opareira vests in the trustees.

(3) **Subsections (1) and (2)** do not take effect until the trustees have provided the Crown with a registrable covenant in relation to Opareira on the terms and conditions set out in part 7.2 of the documents schedule.

(4) The covenant is to be treated as a conservation covenant for the purposes of—
  (a) section 77 of the Reserves Act 1977; and
  (b) section 27 of the Conservation Act 1987.

69 Parihoa site A

(1) Parihoa site A ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in Parihoa site A vests in the trustees.

(3) **Subsections (1) and (2)** do not take effect until the trustees have provided the Crown with—
  (a) a registrable covenant in relation to Parihoa site A on the terms and conditions set out in part 7.3 of the documents schedule; and
  (b) a registrable easement in gross for a right of way on the terms and conditions set out in part 7.4 of the documents schedule.

(4) The covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

Kopironui property vested in fee simple

70 Interpretation

In **sections 71 to 78**,—

Kopironui vesting date, in relation to the Kopironui property—
  (a) means the later of the following:
    (i) 20 working days after the order of the Māori Land Court is notified in the *Gazette* under **section 78**; and
    (ii) 20 working days after the registration of the Woodhill Crown forestry licences resulting from the processes referred to in section 90(1)(b) of the Ngāti Whātua o Kaipara Claims Settlement Act 2013; or
  (b) if **section 71(2)** applies, the date by which all conditions imposed by the court have been satisfied

Ministers means the Minister for Treaty of Waitangi Negotiations and the Minister of Māori Affairs, acting jointly

Ngāti Whātua o Kaipara has the meaning given in section 12 of the Ngāti Whatua o Kaipara Claims Settlement Act 2013

relevant trustees means the trustees of either or both of the following, as the case may require:

(a) the Te Kawerau Iwi Settlement Trust:

(b) the Ngā Maunga Whakahii o Kaipara Development Trust

specified iwi means either or both—

(a) Te Kawerau ā Maki:

(b) Ngāti Whātua o Kaipara.

71 Fee simple estate in Kopironui property vested

(1) On and from the Kopironui vesting date,—

(a) the Kopironui property ceases to be Crown forest land; and

(b) the fee simple estate in the Kopironui property vests in the relevant trustees specified by order of the Māori Land Court in accordance with **section 76**.

(2) However, if the order of the Māori Land Court given in accordance with **section 76** includes a requirement that the Kopironui property be subdivided, and that a registrable right of way easement be granted over the land in question to another part of the Kopironui property, **subsection (1)(b)** of this section does not take effect until the relevant trustees have granted the easement in accordance with the order of the court.

72 Licensor or joint licensors

(1) On the Kopironui vesting date, the Crown must give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 in respect of a Crown forestry 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 Kopironui property.

(2) Notice given by the Crown under **subsection (1)** has effect as if—

(a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the Kopironui property; and

(b) the recommendation had become final on the Kopironui vesting date.

(3) The relevant trustees specified by the Māori Land Court in accordance with **section 76(2)** as being entitled to receive the fee simple estate in the Kopironui property are the licensors or joint licensors, as the case may be, under the Crown forestry licence as if the Kopironui property had been returned to Māori ownership—

(a) on the Kopironui vesting date; and

(b) under section 36 of the Crown Forest Assets Act 1989.

(4) However, section 36(1)(b) of the Crown Forest Assets Act 1989 does not apply to the Kopironui property.

Jurisdiction of Māori Land Court in relation to Kopironui property

73 Proceedings to determine ownership of Kopironui property

(1) The Ministers must, as soon as practicable after the settlement date, apply to the Māori Land Court under this section for an order of the kind described in **section 74**.

(2) An application under this section must be—

(a) in writing in form 1 of the Māori Land Court Rules 2011; and

(b) filed in the office of the Chief Registrar of the Maori Land Court.

(3) The provisions of **sections 77 and 78** apply to the procedures of the Māori Land Court.

(4) The Māori Land Court has jurisdiction to make an order in accordance with **section 76**.

74 Determination by Māori Land Court

(1) As soon as practicable after the application is filed under **section 73**, the Chief Judge of the Māori Land Court must allocate the application to him or herself or to another Judge to hear and determine.

(2) The Chief Judge or the Judge to whom the application is allocated must inquire into and determine—

(a) which of the specified iwi is entitled to receive the beneficial interest in the Kopironui property; or

(b) if both specified iwi are entitled to receive a share in the beneficial interest in the Kopironui property,—

(i) how the beneficial interest in the property is to be shared between the 2 specified iwi; and

(ii) what proportion of the beneficial interest in the property each of the specified iwi is entitled to receive; and

(iii) whether the property should be subdivided; and

(3) The Māori Land Court—

(a) must make an order accordingly; but

(b) must not make an order in respect of any iwi or person other than the specified iwi.

(4) If the Māori Land Court makes a determination that the property be subdivided, the court must determine—

(a) how the land is to be subdivided; and

(b) whether any right of way easements are necessary to provide access to any part of the Kopironui property, including any terms that the court thinks appropriate (but subject to any Crown forestry licence that applies to the whole of the Kopironui property).

(5) In making a determination under this section, the Māori Land Court—

(a) must consider evidence as to the identity of persons or groups of persons who were owners of the Kopironui property at the time when the property was alienated from Māori ownership, and the successors of those owners:

(b) may consider evidence as to—

(i) the identity of persons or groups of persons to whom title in the Kopironui Block was awarded in 1871, and when the Block was later partitioned:

(ii) the owners of the Kopironui Block, excluding the Kopironui property, on the settlement date:

(iii) any other matters relevant to the determination required.

(6) In **subsection (5)**, **Kopironui Block** means the former Māori land block of that name, comprising 937 acres, the title to which was determined by the Native Land Court in 1871.

75 Agreement by consent order

(1) This section applies if, at any time before the Māori Land Court makes an order under **section 74**, the relevant trustees agree—

(a) which of the relevant trustees is entitled to receive the fee simple estate in the whole or a part of the Kopironui property; or

(b) whether both relevant trustees are entitled to share the fee simple estate in the Kopironui property.

(2) The relevant trustees must advise the Chief Registrar in writing of the agreement they have entered into, with sufficient proof of the agreement and in sufficient detail to enable the Māori Land Court to make an order in accordance with **section 76**.

(3) The Māori Land Court must issue a consent order to give effect to the agreement if the court is satisfied that the agreement—

(a) meets the requirements of **subsection (2)**; and

(b) makes provision for all of the land comprising the Kopironui property.

76 Order of Court

(1) An order of the Māori Land Court must record the court's determination made under **section 74** or by consent order made under **section 75** as to which of the specified iwi is entitled to receive the beneficial interest in the Kopironui property or if both specified iwi are entitled to receive a beneficial interest, the proportion of the beneficial interest in the property that each should receive.

(2) The order must also specify, in accordance with the determination made under **section 74** or the agreement for which a consent order is made under **section 75**,—

(a) the relevant trustees in whom the fee simple estate in the Kopironui property, or any part of it, is to vest under **section 71**:

(b) if the Kopironui property is to be subdivided, how the property is to be subdivided and any access arrangements required over the Kopironui property:

(c) if the fee simple estate in the Kopironui property or any part of it is to be vested in undivided shares in the relevant trustees as tenants in common, the specified shareholding for the relevant trustees.

Procedural matters

77 Powers and procedures of Māori Land Court

Notification and service of application

(1) As soon as practicable after the Ministers have lodged the application required by **section 73**, the Chief Registrar must publish a notice of the application in the Panui, as required by rule 5.3 of the Māori Land Court Rules 2011.

(2) The notices given under **subsection (4)** must contain—

(a) a brief description of the application and of the orders sought; and

(b) the date by which the persons with a right to be heard (*see* **subsection (3)**) must lodge any submissions in the office of the Chief Registrar and the matters which any submission must include; and

(c) and other matter that the court directs must be included in the notice.

(3) The only persons with a right to be heard are—

(a) the relevant trustees; and

(b) the Ministers.

Setting down for hearing and conduct of hearing

(4) The provisions of Parts 5 and 6 of the Māori Land Court Rules 2011 apply, as far as they are relevant, to setting down and conducting a hearing of the application lodged under this section.

Appointment of additional members for purposes of inquiry

(5) For any purpose relevant to the jurisdiction of the Māori Land Court under this subpart, the Chief Judge of the Māori Land Court may appoint 1 or more additional members of the court.

(6) An additional member—

(a) must have the knowledge and experience relevant to the matter to which the application relates; but
(b) is not a Judge of the Māori Land Court.

(7) The Chief Judge, before appointing a person under **subsection (5)**, must consult both relevant trustees and the Ministers about the knowledge and experience any such person should have.

(8) The following provisions apply, with any necessary modification, if an additional member is appointed under **subsection (5)**:
(a) section 34 (which requires an oath to be taken by additional members):
(b) section 35 (which makes provision for the payments of fees and allowances to additional members):
(c) section 36 (which sets out matters relating to the quorum for a hearing and the making of decisions).

78 Service and notification of order

(1) As soon as is reasonably practicable after an order made in accordance with **section 76** has been pronounced by the Māori Land Court in accordance with section 41 of Te Ture Whenua Maori Act 1993, the Chief Registrar must serve a copy of the order on the Ministers.

(2) The Ministers must notify the order in the *Gazette*.

General provisions applying to vesting of cultural redress properties

79 Vesting of share of fee simple estate in property

In this subpart, a reference to the vesting of a cultural redress property, or the vesting of the fee simple estate in a cultural redress property, includes the vesting of an undivided share of the fee simple estate in the property.

80 Properties vest subject to or together with interests

(1) Each cultural redress property vested under this subpart is subject to, or has the benefit of, any interests listed for the property in the third column of the table in **Schedule 3**.

(2) **Subsection (1)** does not apply to Te Kawerau Pā vested under **section 65** or to the Kopironui property vested under **section 71**.

(3) In the case of the Kopironui property, **subsection (4)** applies if, in accordance with an order of the Māori Land Court given in accordance with **section 76**,—

(a) the Kopironui property is vested as a whole; or

(b) the Kopironui property is subdivided.

(4) The Kopironui property or each parcel of land into which the property is subdivided is subject to, or has the benefit of—

(a) any interests listed for the Kopironui property in the third column of the table in **Schedule 3** or that applies to the relevant parcel of the Kopironui property, if the interest is current on the Kopironui vesting date; and

(b) any other interests that are granted in relation to the Kopironui property, or in relation to the relevant parcel of the property whether before that vesting date or as a condition of the vesting.

81 Registration of ownership

(1) This section applies to a cultural redress property, other than the Kopironui property (*see* **section 82**), vested in the trustees under this subpart.

(2) **Subsection (3)** applies to a cultural redress property, but only to the extent that the property is all of the land contained in a computer freehold register.

(3) The Registrar-General must, on written application by an authorised person,—

(a) register the trustees as the proprietors of the fee simple estate in the property; and

(b) record any entry on the computer freehold register and do anything else necessary to give effect to this subpart and to part 5 of the deed of settlement.

(4) **Subsection (5)** applies to a cultural redress property, but only to the extent that **subsection (2)** does not apply to the property.

(5) The Registrar-General must, in accordance with a written application by an authorised person,—

(a) create a computer freehold register for the fee simple estate in the property in the name of the trustees; and

(b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.

(6) **Subsection (5)** is subject to the completion of any survey necessary to create a computer freehold register.

(7) A computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but no later than—

(a) 24 months after the settlement date or, in the case of Te Kawerau Pā, the Te Kawerau Pā vesting date; or

(b) any later date that may be agreed in writing by the Crown and the trustees.

(8) In this section, **authorised person** means a person authorised by—

(a) the chief executive of the Ministry of Justice, for Te Onekiritea Point property; and

(b) the Director-General, for all other properties.

82 Registration of ownership of Kopironui property

(1) This section applies to the Kopironui property vested under **section 71** in accordance with an order of the Māori Land Court made in accordance **section 76**.

(2) The Registrar-General must, in accordance with a written application by the authorised person,—

(a) create a computer freehold register for the fee simple estate in the property in the name of the relevant trustees declared by order of the Māori Land Court to be the owners of the fee simple estate in the property; and

(b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.

(3) However, if by order of the Maori Land Court the Kopironui property is subdivided or vested in the relevant trustees as tenants in common, the Registrar-General must, in accordance with a written application by an authorised person,—

(a) create computer freehold registers, as the case may require,—

(i) for the fee simple estate in the parcels of the Kopironui property in the names of the relevant trustees identified by the court for the parcels; or

(ii) if the Kopironui property or part of it is vested in the relevant trustees as tenants in common, for specified undivided shares of the fee simple estate in the property or relevant part of the property in the names of the relevant trustees; and

(b) record on each computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.

(4) **Subsections (2) and (3)** are subject to the completion of any survey necessary to create a computer freehold register.

(5) A computer freehold register must be created under this section as soon as is reasonably practicable after the Kopironui vesting date, but no later than—

(a) 24 months after that vesting date; or

(b) any later date that may be agreed in writing by the Crown and the relevant trustees identified by the Māori Land Court as provided for in **section 76**.

(6) In this section, **authorised person** means a person authorised by the chief executive of LINZ.

83 Application of Part 4A of Conservation Act 1987

(1) The vesting of the fee simple estate in a cultural redress property in the trustees under this subpart is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.

(2) Section 24 of the Conservation Act 1987 does not apply to the vesting of a reserve property.

(3) If the reservation of a reserve property under this subpart is revoked for all or part of the property, the vesting of the property is no longer exempt from section 24 (except subsection (2A)) of the Conservation Act 1987 for all or that part of the property.

(4) **Subsections (2) and (3)** do not limit **subsection (1)**.

(5) **Subsection (3)** does not apply to Te Kawerau Pā.

84 Matters to be recorded on computer freehold register

(1) The Registrar-General must record on the computer freehold register—

(a) for a reserve property (other than Te Kawerau Pā)—

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

(ii) that the land is subject to **sections 83(3) and 88**; and

(b) for Te Kawerau Pā—

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

(ii) that the land is subject to **sections 65(5) to (7), 66(3), and 88**; and

(c) for any other cultural redress property, that the land is subject to Part 4A of the Conservation Act 1987.

(2) A notification made under **subsection (1)** 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.

(3) For a reserve property, if the reservation of the property under this subpart is revoked for—

(a) all of the property, the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the property the notifications that—

(i) section 24 of the Conservation Act 1987 does not apply to the property; and

(ii) the property is subject to **sections 83(3) and 88**; or

(b) part of the property, the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on the computer freehold register for the part of the property that remains a reserve.

(4) The Registrar-General must comply with an application received in accordance with **subsection (3)(a)**.

(5) **Subsection (3)** does not apply to Te Kawerau Pā.

85 Application of other enactments

(1) The vesting of the fee simple estate in a cultural redress property under this subpart does not—

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

(b) affect other rights to subsurface minerals.

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

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

(4) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—

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

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

86 Names of Crown protected areas discontinued

(1) **Subsection (2)** applies to the land, or the part of the land, in a cultural redress property that, immediately before the settlement date, was all or part of a Crown protected area, but does not apply to Te Kawerau Pā.

(2) The official geographic name of the Crown protected area is discontinued in respect of the land, or the part of the land, and the Board must amend the Gazetteer accordingly.

(3) In this section, **Board**, **Crown protected area**, **Gazetteer**, and **official geographic name** have the meanings given in section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

Further provisions applying to reserve properties

87 Application of other enactments to reserve properties

(1) The trustees are the administering body of a reserve property.

(2) Sections 48A, 114, and 115 of the Reserves Act 1977 apply to a reserve property, despite sections 48A(6), 114(5), and 115(6) of that Act.

(3) Sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to a reserve property.

(4) If the reservation of a reserve property under this subpart is revoked under section 24 of the Reserves Act 1977 for all or part of the property, section 25(2) of that Act applies to the revocation, but not the rest of section 25 of that Act.

(5) A reserve property is not a Crown protected area under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008, despite anything in that Act.

(6) A reserve property must not have a name assigned to it or have its name changed under section 16(10) of the Reserves Act 1977 without the written consent of the owners of the property, and section 16(10A) of that Act does not apply to the proposed name.

(7) **Subsections (1) to (5)** do not apply to Te Kawerau Pā.

88 Subsequent transfer of reserve land

(1) This section applies to all or the part of a reserve property that remains a reserve under the Reserves Act 1977 after the property has vested in the trustees under this subpart.

(2) The fee simple estate in the reserve land in Te Kawerau Pā may only be transferred in accordance with **section 90**.

(3) The fee simple estate in the reserve land in any other property may only be transferred in accordance with **section 89 or 90**.

(4) In this section and **sections 89 to 91, reserve land** means the land that remains a reserve as described in **subsection (1)**.

89 Transfer of reserve land to new administering body

(1) The registered proprietors of the reserve land may apply in writing to the Minister of Conservation for consent to transfer

the fee simple estate in the reserve land to 1 or more persons (the **new owners**).

(2) The Minister of Conservation must give written consent to the transfer if the registered proprietors satisfy the Minister that the new owners are able to—

(a) comply with the requirements of the Reserves Act 1977; and

(b) perform the duties of an administering body under that Act.

(3) The Registrar-General must, upon receiving the required documents, register the new owners as the proprietors of the fee simple estate in the reserve land.

(4) The required documents are—

(a) a transfer instrument to transfer the fee simple estate in the reserve land to the new owners, including a notification that the new owners are to hold the reserve land for the same reserve purposes as those for which it was held by the administering body immediately before the transfer; and

(b) the written consent of the Minister of Conservation to the transfer of the reserve land; and

(c) any other document required for the registration of the transfer instrument.

(5) The new owners, from the time of their registration under this section,—

(a) are the administering body of the reserve land; and

(b) hold the reserve land for the same reserve purposes as those for which it was held by the administering body immediately before the transfer.

(6) A transfer that complies with this section need not comply with any other requirements.

90 Transfer of reserve land to trustees of existing administering body if trustees change

The registered proprietors of the reserve land may transfer the fee simple estate in the reserve land if—

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

(b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and

(c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that **paragraphs (a) and (b)** apply.

91 Reserve land not to be mortgaged

The owners of reserve land must not mortgage, or give a security interest in, the reserve land.

92 Saving of bylaws, etc, in relation to reserve properties

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

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

Part 3
Commercial redress

93 Interpretation

In **subparts 1 to 3**,—

Auckland Prison Housing Block and **Housing Block** mean the Auckland (Paremoremo) on-site housing village, described as the Paremoremo Housing Block in part 5 of the property redress schedule, if—

(a) an effective Housing Block purchase notice is given; and

(b) the requirements for transfer under the Ngāti Whātua o Kaipara deed of settlement have been satisfied

commercial redress property means the licensed land described in part 3 of the property redress schedule

Crown forest land has the meaning given in section 2(1) of the Crown Forest Assets Act 1989

Crown forestry licence—

(a) has the meaning given in section 2(1) of the Crown Forest Assets Act 1989; and

(b) in relation to the licensed land, means the licence described in the second column of the table in part 3 of the property redress schedule

Crown forestry rental trust means the forestry rental trust referred to in section 34 of the Crown Forest Assets Act 1989

Crown forestry rental trust deed means the trust deed made on 30 April 1990 establishing the Crown forestry rental trust

deferred selection property means a property described in part 4 of the property redress schedule for which the requirements for transfer under the deed of settlement have been satisfied

effective Housing Block purchase notice has the meaning given in section 82 of the Ngāti Whātua o Kaipara Claims Settlement Act 2013

Housing Block nominee means a person nominated by 1 or more governance entities that give the effective Housing Block purchase notice to the Department of Corrections

land holding agency means the land holding agency specified,—

(a) for the commercial redress property, in part 3 of the property redress schedule; or

(b) for a deferred selection property, in part 4 of the property redress schedule; or

(c) for the Housing Block, the Department of Corrections

licensed land—

(a) means the property described as licensed land in part 3 of the property redress schedule; but

(b) excludes—

(i) trees growing, standing, or lying on the land; and

(ii) improvements that have been—

(A) acquired by a purchaser of the trees on the land; or

(B) made by the purchaser or the licensee after the purchaser has acquired the trees on the land

licensee means the registered holder of the Crown forestry licence

licensor means the licensor of the Crown forestry licence

Ngāti Whātua o Kaipara deed of settlement has the meaning given to deed of settlement in section 11 of the Ngāti Whātua o Kaipara Claims Settlement Act 2013

protected site means any area of land situated in the licensed land that—

(a) is wāhi tapu or a wāhi tapu area within the meaning of section 2 of the Historic Places Act 1993; and

(b) is a registered place within the meaning of section 2 of that Act

right of access means the right conferred by **section 104**.

Subpart 1—Transfer of commercial redress property and deferred selection properties

94 The Crown may transfer properties

(1) To give effect to part 6 of the deed of settlement, the Crown (acting by and through the chief executive of the land holding agency) is authorised to—

(a) transfer the fee simple estate in the commercial redress property or a deferred selection property to the trustees; and

(b) transfer the fee simple estate in the Housing Block to 1 or more governance entities giving an effective Housing Block purchase notice or to a Housing Block nominee; and

(c) sign a transfer instrument or other document, or do anything else, as necessary to effect the transfer.

(2) **Subsection (3)** applies if the Housing Block or a deferred selection property is subject to a resumptive memorial recorded under an enactment listed in **section 16(2)**.

(3) As soon as is reasonably practicable after the date on which the Housing Block or a deferred selection property is transferred under **subsection (1)**, the chief executive of the land holding

agency must give written notice of that date to the chief executive of LINZ for the purposes of **section 17** (which relates to the cancellation of resumptive memorials).

(4) In this section, **governance entity** means either or both—
- (a) the trustees:
- (b) the trustees of the Ngā Maunga Whakahii o Kaipara Development Trust.

95 Transfer of share of the fee simple estate in Housing Block

In this Part, a reference to the transfer of the Housing Block, or the transfer of the fee simple estate in that property, includes the transfer of an undivided share of the fee simple estate in the property.

96 Minister of Conservation may grant easements

(1) The Minister of Conservation may grant any easement over a conservation area or reserve that is required to fulfil the terms of the deed of settlement in relation to the commercial redress property or a deferred selection property.

(2) Any such easement is—
- (a) enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and
- (b) to be treated as having been granted in accordance with Part 3B of that Act; and
- (c) registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied.

97 Computer freehold registers for deferred selection properties and Housing Block

(1) This section applies to each of the following properties to be transferred under **section 94**:
- (a) a deferred selection property:
- (b) the Housing Block.

(2) However, this section applies only to the extent that—
- (a) the property 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.

(3) The Registrar-General must, in accordance with a written application by an authorised person,—

(a) create a computer freehold register for the fee simple estate in the property in the name of the Crown; and

(b) in the case of the Housing Block, if so required by the written application, create 2 computer freehold registers for the fee simple estate in the property in the name of the Crown, each for an undivided specified share of the fee simple estate in the Housing Block; and

(c) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application; but

(d) omit any statement of purpose from the computer freehold register.

(4) **Subsection (2)** does not apply to the Housing Block if an undivided share of the fee simple estate in the property is transferred under **section 94**.

(5) **Subsection (3)** is subject to the completion of any survey necessary to create a computer freehold register.

(6) In this section and **sections 98 and 99**, **authorised person** means a person authorised by the chief executive of the land holding agency for the relevant property.

98 Computer freehold register for licensed land

(1) This section applies to the licensed land to be transferred to the trustees under **section 94**.

(2) The Registrar-General must, in accordance with a written application by an authorised person,—

(a) create a computer freehold register in the name of the Crown for the fee simple estate in the property; and

(b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application; but

(c) omit any statement of purpose from the computer freehold register.

(3) **Subsection (2)** is subject to the completion of any survey necessary to create a computer freehold register.

99 Authorised person may grant covenant for later creation of computer freehold register

(1) For the purposes of **sections 97 and 98**, the authorised person may grant a covenant for the later creation of a computer freehold register for any commercial redress property or deferred selection property.

(2) Despite the Land Transfer Act 1952,—

(a) the authorised person may request the Registrar-General to register the covenant under that Act by creating a computer interest register; and

(b) the Registrar-General must comply with the request.

100 Application of other enactments

(1) This section applies to the transfer of the fee simple estate in the commercial redress property, or a deferred selection property, or the Housing Block under **section 94**.

(2) The transfer 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.

(3) The transfer does not—

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

(b) affect other rights to subsurface minerals.

(4) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of the deed of settlement in relation to the transfer.

(5) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to the transfer or to any matter incidental to, or required for the purpose of, the transfer.

(6) In exercising the powers conferred by **section 94**, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer.

(7) **Subsection (6)** is subject to **subsections (2) and (3)**.

Subpart 2—Licensed land

101 Licensed land ceases to be Crown forest land

(1) The licensed land ceases to be Crown forest land upon the registration of the transfer of the fee simple estate in the land to the trustees.

(2) However, the Crown, courts, and tribunals must not do or omit to do anything if that act or omission would, between the settlement date and the date of registration, be permitted by the Crown Forest Assets Act 1989 but be inconsistent with this subpart, part 6 of the deed of settlement, or part 8 of the property redress schedule.

102 Trustees are confirmed beneficiaries and licensors of licensed land

(1) The trustees are the confirmed beneficiaries under clause 11.1 of the Crown forestry rental trust deed in relation to the licensed land.

(2) The effect of **subsection (1)** is that—

(a) the trustees are entitled to the rental proceeds payable for the licensed land to the trustees of the Crown forestry rental trust under the Crown forestry licence since the commencement of the licence; and

(b) all the provisions of the Crown forestry rental trust deed apply on the basis that the trustees are the confirmed beneficiaries in relation to the licensed land.

(3) The Crown must give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 in respect of the Crown forestry 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 licensed land.

(4) Notice given by the Crown under **subsection (3)** has effect as if—

(a) the Waitangi Tribunal made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land; and

(b) the recommendation became final on the settlement date.

(5) The trustees are the licensors under the Crown forestry licence as if the licensed land were returned to Māori ownership—
  (a) on the settlement date; and
  (b) under section 36 of the Crown Forest Assets Act 1989.

(6) However, section 36(1)(b) of the Crown Forest Assets Act 1989 does not apply to the licensed land.

103 Effect of transfer of licensed land

(1) **Section 102** applies whether or not—
  (a) the transfer of the fee simple estate in the licensed land has been registered; or
  (b) the processes referred to in section 90(1)(b) of the Ngāti Whātua o Kaipara Claims Settlement Act 2013 have been completed.

(2) For the period (if any) starting on the settlement date until the completion of the processes referred to in **subsection (1)**, the licence fee payable under the Crown forestry licence in respect of the licensed land is the amount calculated in the manner described in paragraphs 8.23 and 8.24 of the property redress schedule.

(3) However, the calculation of the licence fee under **subsection (2)** is overridden by any agreement made by the trustees as licensor, the licensee, and the Crown.

Subpart 3—Access to protected sites

104 Right of access to protected sites

(1) The owner of land on which a protected site is situated and any person holding an interest in, or right of occupancy to, that land must allow Māori for whom the protected site is of special cultural, historical, or spiritual significance to have access across the land to each protected site.

(2) **Subsection (1)** takes effect on and from the date of the transfer of a property to the trustees.

(3) The right of access may be exercised by vehicle or by foot over any reasonably convenient routes specified by the owner.

(4) The right of access is subject to the following conditions:

(a) a person intending to exercise the right of access must give the owner reasonable notice in writing of his or her intention to exercise that right; and

(b) the right of access may be exercised only at reasonable times and during daylight hours; and

(c) a person exercising the right of access must observe any conditions imposed by the owner relating to the time, location, or manner of access that are reasonably required—

(i) for the safety of people; or

(ii) for the protection of land, improvements, flora and fauna, plant and equipment, or livestock; or

(iii) for operational reasons.

105 Right of access over licensed land

(1) A right of access over licensed land is subject to the terms of any Crown forestry licence.

(2) However, **subsection (1)** does not apply if the licensee has agreed to the right of access being exercised.

(3) An amendment to a Crown forestry licence is of no effect to the extent that it would—

(a) delay the date from which a person may exercise a right of access; or

(b) adversely affect a right of access in any other way.

106 Right of access to be recorded on computer freehold registers

(1) This section applies to the transfer to the trustees of the licensed land.

(2) The transfer instrument for the transfer must include a statement that the land is subject to a right of access to any protected sites on the land.

(3) The Registrar-General must, upon the registration of the transfer of the land, record on any computer freehold register for the land that the land is subject to a right of access to protected sites on the land.

Subpart 4—Right of first refusal over RFR land

Interpretation

107 Interpretation

In this subpart and **Schedule 4**,—

approving Marutūāhu Iwi collective legislation means the legislation that—

(a) approves as redress for Marutūāhu Iwi the rights to non-exclusive RFR land provided by or under this subpart to the Marutūāhu Iwi governance entity; and

(b) provides that those rights may be exercised by the Marutūāhu Iwi governance entity on and from the settlement date defined in the Marutūāhu Iwi collective legislation

approving Ngāti Whātua settlement legislation means settlement legislation that—

(a) approves as redress for Ngāti Whātua the rights to non-exclusive RFR land provided by or under this subpart to the Ngāti Whātua governance entity; and

(b) provides that those rights may be exercised by the Ngāti Whātua governance entity on and from the settlement date defined in Ngāti Whātua settlement legislation

Auckland Council means the local authority established by section 6(1) of the Local Government (Auckland Council) Act 2009

Auckland Prison means the land described as Paremoremo Prison in part 3A of the attachments if, on the RFR date for the Auckland Prison,—

(a) the land is vested in the Crown; or

(b) the fee simple estate is held by the Crown

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

(a) for a company, control of the composition of its board of directors; and

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

Crown body means—

(a) a Crown entity, as defined in section 7(1) of the Crown Entities Act 2004; and

(b) a State enterprise, as defined in section 2 of the State-Owned Enterprises Act 1986; and

(c) the New Zealand Railways Corporation; and

(d) a company or body that is wholly owned or controlled by 1 or more of the following:

(i) the Crown:

(ii) a Crown entity:

(iii) a State enterprise:

(iv) the New Zealand Railways Corporation; and

(e) a subsidiary or related company of a company or body referred to in **paragraph (d)**

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 sub-lease, of the land; or

(iv) remove an improvement, a fixture, or a fitting from the land

exclusive RFR land has the meaning given in **section 109**

expiry date, in relation to an offer, means its expiry date under **sections 113(2)(a) and 114**

governance entity means,—

(a) in relation to Auckland Prison,—

(i) the trustees:

(ii) the trustees of the Ngā Maunga Whakahii o Kaipara Development Trust:

(b) in relation to exclusive RFR land, the trustees:

(c) in relation to non-exclusive RFR land, the following:

(i) the trustees:
(ii) the Marutūāhu Iwi governance entity:
(iii) the Ngāti Whātua governance entity

Marutūāhu Iwi means the collective group comprising Ngāti Maru, Ngāti Pāoa, Ngāti Tamaterā, Ngaati Whanaunga, and Te Patukirikiri

Marutūāhu Iwi collective deed of settlement means a deed between the Crown and the Marutūāhu Iwi collective that provides redress to the Marutūāhu Iwi collective

Marutūāhu Iwi collective legislation means legislation that gives effect to any Marutūāhu Iwi collective deed of settlement

Marutūāhu Iwi governance entity means the entity that any Marutūāhu Iwi collective deed of settlement specifies as having the rights of a Marutūāhu Iwi governance entity under this subpart

Ngāti Whātua means the descendants of Haumoewarangi, a tupuna of Ngāti Whātua as provided for in section 4(2) of the Te Runanga o Ngati Whatua Act 1988

Ngāti Whātua deed of settlement means a deed between the Crown and Ngāti Whātua that settles the outstanding historical claims of Ngāti Whātua

Ngāti Whātua governance entity means an entity that any Ngāti Whātua deed of settlement specifies as having the rights of the Ngāti Whātua governance entity under this subpart

Ngāti Whātua settlement legislation means legislation that settles the historical claims of Ngāti Whātua

non-exclusive RFR land means the land that is within the RFR area that, on the RFR date for that land,—

(a) is vested in the Crown; or
(b) is held in fee simple by the Crown; or
(c) is a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on application of section 25 or 27 of the Reserves Act 1977, revest in the Crown

notice means a notice given under this subpart

offer means an offer by an RFR landowner, made in accordance with **section 113**, to dispose of RFR land to a governance entity

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

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

relevant approving legislation means the approving Marutūāhu Iwi collective legislation or the approving Ngāti Whātua settlement legislation, as the case requires

RFR area means the area shown on SO 459993 in part 3 of the attachments

RFR date means the date on which this subpart comes into effect under **section 111** in relation to—

(a) Auckland Prison; and
(b) the exclusive RFR land; and
(c) the non-exclusive RFR land

RFR landowner, in relation to 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) means the Auckland Council, if the Council holds the fee simple estate in the land; and
(d) includes a local authority to which RFR land has been disposed of under **section 119(1)**; but
(e) to avoid doubt, does not include an administering body in which RFR land, except the Te Onekiritea Point land, is vested—
    (i) on the settlement date; or
    (ii) after the settlement date, under **section 120(1)**

RFR period means,—

(a) for Auckland Prison, the period of 170 years on and from the RFR date for that land:
(b) for exclusive RFR land, the period of 172 years on and from the RFR date for that land:
(c) for non-exclusive RFR land, the period of 173 years on and from the RFR date for that land

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

Te Onekiritea Point land means the land described by that name in part 3A of the attachments.

108 Meaning of RFR land

(1) In this subpart, **RFR land** means—

(a) Auckland Prison; and

(b) the exclusive RFR land; and

(c) the non-exclusive RFR land; and

(d) any land obtained in exchange for a disposal of RFR land under **section 124(1)(c) or 125**.

(2) Land ceases to be RFR land if—

(a) the fee simple estate in the land transfers from the RFR landowner to—

(i) a governance entity or their nominee (for example, under a contract formed under **section 117**); or

(ii) any other person (including the Crown or a Crown body) under **section 112(3)**; or

(b) the fee simple estate in the land transfers or vests from the RFR landowner in accordance with a waiver or variation given under **section 139**; or

(c) the RFR period for the land ends; or

(d) for RFR land required for another Treaty settlement, notice is given in relation to the land under **section 110**.

(3) Except in relation to the Te Onekiritea Point land (*see* **section 122(2)**), land also ceases to be RFR land if 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—

(a) under any of **sections 121 to 128** (which relate to permitted disposals of RFR land); or

(b) under any matter referred to in **section 129(1)** (which specifies matters that may override the obligations of an RFR landowner under this subpart).

109 Meaning of exclusive RFR land

(1) In this subpart, **exclusive RFR land**—

(a) means the land described as Clark House in part 3A of the attachments; and

(b) means the Te Onekiritea Point land; and
(c) includes any land that has ceased to be a deferred selection property under clause 6.6B of the deed of settlement on or before the settlement date.

(2) **Subsection (1)** applies only if, on the settlement date, the land—
(a) is vested in the Crown; or
(b) is held in fee simple by the Crown or the Auckland Council.

(3) If, after the settlement date, land ceases to be a deferred selection property under clause 6.6B of the deed of settlement, that land becomes exclusive RFR land.

(4) In **subsections (1)(c) and (3)**, **deferred selection property** has the meaning given in the general matters schedule to the deed of settlement.

110 RFR land required for another Treaty settlement

(1) The Minister for Treaty of Waitangi Negotiations must, in relation to RFR land required for another Treaty settlement, give notice that the land ceases to be RFR land to —
(a) the RFR landowner; and
(b) each of the following governance entities:
(i) the trustees:
(ii) the Marutūāhu Iwi governance entity:
(iii) the Ngāti Whātua governance entity.

(2) The notice may be given at any time before a contract is formed under **section 117** for the disposal of the land.

(3) In this section,—

historical Treaty claim has the meaning given in section 2 of the Treaty of Waitangi Act 1975

RFR land required for another Treaty settlement means non-exclusive RFR land that is to be vested or transferred as part of the settling of 1 or more historical Treaty claims.

Application of this subpart

111 When this subpart comes into effect

The provisions of this subpart come into effect as follows:

(a) for Auckland Prison, on the earlier of the following dates:
  (i) the settlement date; or
  (ii) the date that is 36 months after the settlement date under the Ngāti Whātua o Kaipara Claims Settlement Act 2013; and
(b) for the exclusive RFR land, on the settlement date; and
(c) for the non-exclusive RFR land, if the settlement dates under the approving Marutūāhu Iwi collective legislation and the approving Ngāti Whātua settlement legislation—
  (i) occur on or before the settlement date under this Act, on that date; or
  (ii) have not occurred on or before the settlement date under this Act, on the earlier of—
    (A) the date that is 36 months after the settlement date under this Act:
    (B) the later of the settlement dates under the relevant approving legislation.

Restrictions on disposal of RFR land

112 Restrictions on disposal of RFR land

(1) An RFR landowner must not dispose of RFR land other than to the trustees or a governance entity referred to in **subsection (3)(a)(ii) or (5)(b)** who have accepted an offer to dispose of RFR land under **section 116**, or their nominees.

(2) However, **subsection (1)** does not apply if the land is disposed of—
  (a) under any of **sections 118 to 128**; or
  (b) under any matter referred to in **section 129(1)**; or
  (c) in accordance with a waiver or variation given under **section 139**; or
  (d) in accordance with **subsection (3)**.

(3) An RFR landowner may dispose of RFR land to any person within 2 years after the expiry date of an offer made by the RFR landowner if the offer was,—
  (a) in the case of Auckland Prison, made by notice to—
    (i) the trustees; and

(ii) the trustees of the Ngā Maunga Whakahii o Kaipara Development Trust:

(b) in the case of exclusive RFR land, made by notice to the trustees:

(c) in the case of non-exclusive RFR land, made by notice in accordance with **subsections (4) and (5)**.

(4) If the settlement dates under the approving Marutūāhu Iwi collective legislation and the approving Ngāti Whātua settlement legislation have not occurred on or before the date that is 36 months after the settlement date under this Act, the notice of offer in relation to non-exclusive RFR land must be given to the trustees.

(5) However, if the settlement date under the relevant approving legislation has occurred on or before the date that is 36 months after the settlement date under this Act, the notice of offer in relation to non-exclusive RFR land must be given—

(a) to the trustees; and

(b) to the relevant approving governance entity.

(6) In every case where notice has been given under **subsection (3)(a) or (b), (4), or (5)**, the offer must—

(a) have been made in accordance with **section 113**; and

(b) have been made on terms that are the same as, or more favourable to the relevant governance entity than, the terms of the disposal to the other person; and

(c) not have been withdrawn under **section 115**; and

(d) not have been accepted under **section 116**.

(7) In **subsection (5)(b)**, **relevant approving governance entity** means—

(a) the Marutūāhu Iwi governance entity if the settlement date under any approving Marutūāhu Iwi collective legislation has occurred at the date of the offer:

(b) the Ngāti Whātua governance entity if the settlement date under any approving Ngāti Whātua settlement legislation has occurred at the date of the offer.

Governance entities' right of first refusal

113 Requirements for offer

(1) An offer by an RFR landowner to dispose of RFR land to a governance entity must be by notice to the governance entity.

(2) The notice must include—

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

(b) the legal description of the land, including any interests affecting it, and the reference for any computer register for the land; and

(c) a statement that identifies the RFR land as exclusive RFR land or non-exclusive RFR land; and

(d) a street address for the land (if applicable); and

(e) a street address, postal address, and fax number or electronic address for the governance entity to give notices to the RFR landowner in relation to the offer.

114 Expiry date of offer

(1) The expiry date of an offer must be on or after the date that is 40 working days after the date on which the governance entity receives notice of the offer.

(2) However, the expiry date of an offer may be on or after the date that is 20 working days after the date on which the governance entity receives notice of the offer if—

(a) the governance entity received an earlier offer to dispose of the land; and

(b) the expiry date of the earlier offer was not more than 6 months before the expiry date of the later offer; and

(c) the earlier offer was not withdrawn.

(3) For an offer of non-exclusive RFR land or the Auckland Prison, if the RFR landowner has received notices of acceptance from 2 or more governance entities to which the offer was made at the expiry date specified in the notice given under **section 113**, the expiry date is extended for those governance entities to the date that is 20 working days after the date on which they received the RFR landowner's notice given under **section 116(4)**.

115 Withdrawal of offer

The RFR landowner may, by notice to the relevant governance entity, withdraw an offer at any time before it is accepted.

116 Acceptance of offer

(1) A governance entity may, by notice to the RFR landowner who made an offer, accept the offer if—
  (a) it has not been withdrawn; and
  (b) its expiry date has not passed.

(2) A governance entity must accept all the RFR land offered, unless the offer permits it to accept less.

(3) In the case of an offer of non-exclusive RFR land or the Auckland Prison, the offer is accepted if, at the expiry date, the RFR landowner has received notice of acceptance from only 1 of the governance entities to which the offer was made.

(4) In the case of an offer of non-exclusive RFR land or the Auckland Prison, if the RFR landowner has received, at the end of the expiry date specified in the notice of offer given under **section 113**, notices of acceptance from 2 or more governance entities to which the offer was made, the RFR landowner has 10 working days in which to give notice to those 2 or more governance entities,—
  (a) specifying the governance entities from which acceptance notices have been received; and
  (b) stating that the offer may be accepted by only 1 of those governance entities before the end of the 20th working day after the day on which the RFR landowner's notice is received under this subsection.

(5) However, in the case of non-exclusive RFR land, if the 2 or more governance entities are unable to agree which of them is to provide a notice of acceptance, **subsections (6) to (8)** apply.

(6) Not later than the 20th working day referred to in **subsection (4)(b)**,—
  (a) the 2 or more governance entities must jointly appoint and authorise a Solicitor of the High Court of New Zealand or Justice of the Peace to conduct a ballot; and

(b) the RFR landowner must receive written notice confirming which 1 of the 2 or more governance entities may provide a notice of acceptance.

(7) In **subsection (6)**, **ballot** means a ballot to determine which 1 of the 2 or more governance entities may provide a notice of acceptance.

(8) A notice given under **subsection (6)** must—

(a) confirm that the Solicitor or Justice of the Peace was authorised by the 2 or more governance entities to conduct a ballot under that subsection; and

(b) state the result of that ballot; and

(c) attach the notice of acceptance duly signed by the relevant governance entity; and

(d) be signed and dated by the Solicitor or Justice of the Peace.

(9) If **subsections (6) and (8)** apply, only the notice given under **subsection (8)(c)** is valid.

117 Formation of contract

(1) If a governance entity accepts, under **section 116**, an offer by an RFR landowner to dispose of RFR land, a contract for the disposal of the land is formed between the RFR landowner and the governance entity on the terms in the offer.

(2) The terms of the contract may be varied by written agreement between the RFR landowner and the governance entity.

(3) Under the contract, the governance entity may nominate any person other than the governance entity (the **nominee**) to receive the transfer of the RFR land.

(4) The governance entity may nominate a nominee only if—

(a) the nominee is lawfully able to hold the RFR land; and

(b) notice is given to the RFR landowner on or before the day that is 10 working days before the day on which the transfer is to settle.

(5) The notice must specify—

(a) the full name of the nominee; and

(b) any other details about the nominee that the RFR landowner needs in order to transfer the RFR land to the nominee.

(6) If the governance entity nominates a nominee, the governance entity remains liable for the obligations of the transferee under the contract.

Disposals to others but land remains RFR land

118 Disposal to the Crown or Crown bodies

(1) An RFR landowner may dispose of RFR land to—
- (a) the Crown; or
- (b) a Crown body.

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

119 Disposal of existing public works to local authorities

(1) An RFR landowner may dispose of RFR land that is a public work, or part of a public work, in accordance with section 50 of the Public Works Act 1981 to a local authority, as defined in section 2 of that Act.

(2) To avoid doubt,—
- (a) in the case of the Te Onekiritea Point land, the RFR landowner may dispose of that land to the Auckland Council for the purposes of a reserve; and
- (b) if RFR land is disposed of to a local authority, the local authority becomes—
  - (i) the RFR landowner of the land; and
  - (ii) subject to the obligations of an RFR landowner under this subpart.

120 Disposal of reserves to administering bodies

(1) An RFR landowner may dispose of RFR land in accordance with section 26 or 26A of the Reserves Act 1977.

(2) To avoid doubt, if RFR land that is a reserve is vested in an administering body under **subsection (1)**, the administering body does not become—
- (a) the RFR landowner of the land; or
- (b) subject to the obligations of an RFR landowner under this subpart.

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

Disposals to others where land may cease to be RFR land

121 Disposal in accordance with obligations under enactment or rule of law

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

122 Disposal in accordance with legal or equitable obligations

(1) An RFR landowner may dispose of RFR land in accordance with—
- (a) a legal or an equitable obligation that—
  - (i) was unconditional before the RFR date for that land; or
  - (ii) was conditional before the RFR date for that land but became unconditional on or after that date; or
  - (iii) arose after the exercise (whether before, on, or after the RFR date for that land) of an option existing before the RFR date for that land; or
- (b) the requirements, existing before the RFR date for that land, of a gift, an endowment, or a trust relating to the land.

(2) If the RFR landowner disposes of the Te Onekiritea Point land to the Auckland Council in accordance with **subsection (1)** for the purposes of a reserve,—
- (a) the land does not cease to be RFR land; and
- (b) the Auckland Council becomes—
  - (i) the RFR landowner of the land; and
  - (ii) subject to the obligations of an RFR landowner under this subpart.

123 Disposal under certain legislation

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

(a) section 54(1)(d) of the Land Act 1948; or

(b) section 34, 43, or 44 of the Marine and Coastal Area (Takutai Moana) Act 2011; or

(c) section 355(3) of the Resource Management Act 1991; or

(d) an Act that—

(i) excludes the land from a national park within the meaning of the National Parks Act 1980; and

(ii) authorises that land to be disposed of in consideration or part consideration for other land to be held or administered under the Conservation Act 1987, the National Parks Act 1980, or the Reserves Act 1977.

124 Disposal of land held for public works

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

(a) section 40(2) or (4) or 41 of the Public Works Act 1981 (including as applied by another enactment); or

(b) section 52, 105(1), 106, 114(3), 117(7), or 119 of the Public Works Act 1981; or

(c) section 117(3)(a) of the Public Works Act 1981; or

(d) section 117(3)(b) of the Public Works Act 1981 if the land is disposed of to the owner of adjoining land; or

(e) section 23(1) or (4), 24(4), or 26 of the New Zealand Railways Corporation Restructuring Act 1990.

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

125 Disposal for reserve or conservation purposes

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

(a) section 15 of the Reserves Act 1977; or

(b) section 16A or 24E of the Conservation Act 1987.

126 Disposal for charitable purposes

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

127 Disposal to tenants

The Crown may dispose of RFR land—

(a) that was held on the RFR date for that land for education purposes to a person who, immediately before the disposal, is a tenant of the land or all or part of a building on the land; or

(b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted—

(i) before the RFR date for that land; or

(ii) on or after the RFR date for that land under a right of renewal in a lease granted before the RFR date for that land; or

(c) under section 93(4) of the Land Act 1948.

128 Disposal by Housing New Zealand Corporation

(1) The Crown, Housing New Zealand Corporation, or any of that corporation's subsidiaries may dispose of the Te Onekiritea Point land if—

(a) that land is Crown-owned land held for State housing purposes; and

(b) the disposal is for State housing purposes under the Housing Act 1955.

(2) It is sufficient proof, for the purposes of **subsection (1)**, that the disposal is for State housing purposes if the notice given under **section 131** in respect of the disposal—

(a) is signed by—

(i) the chief executive of the department of State responsible for the administration of the Housing Act 1955; or

(ii) the chief executive of Housing New Zealand Corporation; and

(b) states that the disposal is in accordance with this section.

RFR landowner obligations

129 RFR landowner's obligations subject to other matters

(1) An RFR landowner's obligations under this subpart in relation to RFR land are subject to—

(a) any other enactment or rule of law except that, in the case of a Crown body, the obligations apply despite the purpose, functions, or objectives of the Crown body; and

(b) any interest or legal or equitable obligation—

(i) that prevents or limits an RFR landowner's disposal of RFR land to a governance entity; and

(ii) that the RFR landowner cannot satisfy by taking reasonable steps; and

(c) the terms of a mortgage over, or security interest in, RFR land.

(2) **Reasonable steps**, for the purposes of **subsection (1)(b)(ii)**, do not include steps to promote the passing of an enactment.

Notices about RFR land

130 Notice to LINZ of RFR land with computer register after RFR date

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

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

(3) The notice must be given as soon as is reasonably practicable after a computer register is first created for the RFR land or after the land becomes RFR land.

(4) The notice must include the legal description of the land and the reference for the computer register.

131 Notice to governance entities of disposal of RFR land to others

(1) An RFR landowner must give notice of the disposal of RFR land by the landowner,—

(a) in the case of Auckland Prison, to the trustees and the trustees of the Ngā Maunga Whakahii o Kaipara Development Trust, if the disposal is to a person other than either of those trustees or their nominee; and

(b) in the case of exclusive RFR land, to the trustees, if the disposal is to a person other than the trustees or their nominee; and

(c) in the case of non-exclusive RFR land, to the trustees, the Marutūāhu Iwi governance entity, and the Ngāti Whātua governance entity, if the disposal is to a person other than the trustees or the governance entities or their nominee.

(2) The notice must be given on or before the date that is 20 working days before the day of the disposal.

(3) The notice must include—

(a) the legal description of the land, including any interests affecting it; and

(b) the reference for any computer register for the land; and

(c) the street address for the land (if applicable); and

(d) the name of the person to whom the land is being disposed of; and

(e) an explanation of how the disposal complies with **section 112**; and

(f) if the disposal is to be made under **section 112(3)**, a copy of any written contract for the disposal.

(4) The requirements under **subsection (1)(c)** to notify the Marutūāhu Iwi governance entity and the Ngāti Whātua governance entity apply only if, before the date of the notice, as the case may require, respective relevant approving legislation has been enacted.

132 Notice to LINZ of land ceasing to be RFR land

(1) This section applies if land contained in a computer register is to cease being RFR land because—

(a) the fee simple estate in the land is to transfer from the RFR landowner to—

(i) a governance entity or its nominee (for example, under a contract formed under **section 117**); or

(ii) any other person (including the Crown or a Crown body) under **section 112(3)**; or

(b) the fee simple estate in the land is to transfer or vest from the RFR landowner in accordance with a waiver or variation given under **section 139**; or

(c) 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—

(i) under any of **sections 121 to 128**; or

(ii) under any matter referred to in **section 129(1)**.

(2) The RFR landowner must, as early as practicable before the transfer or vesting, give the chief executive of LINZ notice that the land is to cease being RFR land.

(3) The notice must include—

(a) the legal description of the land; and

(b) the reference for the computer register for the land; and

(c) the details of the transfer or vesting of the land.

(4) **Subsections (5) and (6)** apply if land contained in a computer register ceases to be RFR land because a notice has been given under **section 110** in relation to the land.

(5) The RFR landowner must, as soon as practicable after receiving the notice under **section 110**, give the chief executive of LINZ notice that the land has ceased to be RFR land.

(6) The notice must include—

(a) the legal description of the land; and

(b) the reference for the computer register for the land; and

(c) a copy of the notice given under **section 110**.

133 Notice to governance entities if disposal of certain RFR land being considered

(1) This section applies if an RFR landowner is considering whether to dispose, in a way that may require an offer under this subpart, of—

(a) Auckland Prison:

(b) non-exclusive RFR land.

(2) In respect of any RFR land of which the RFR landowner is the Ministry of Education, this section does not apply until after a

notice has been published for that land under section 70A of the Education Act 1989.

(3) The RFR landowner must give notice to any governance entity to which the offer would be made under this subpart if the land were to be disposed of.

(4) The notice must—

(a) specify the legal description of the land; and

(b) identify any computer register that contains the land; and

(c) specify the street address for the land or, if it does not have a street address, include a description or a diagram with enough information to enable a person not familiar with the land to locate it.

(5) To avoid doubt, a notice given under this section does not, of itself, mean that an obligation has arisen under—

(a) section 207(4) of the Education Act 1989 (concerning the application of sections 40 to 42 of the Public Works Act 1981 to transfers of land under the Education Act 1989); or

(b) sections 23(1) and 24(4) of the New Zealand Railways Corporation Restructuring Act 1990 (concerning the disposal of land of the Corporation); or

(c) section 40 of the Public Works Act 1981 (concerning the requirement to offer back surplus land to a previous owner), or that section as applied by another enactment.

134 Notice requirements

Schedule 4 applies to notices given under this subpart by or to—

(a) an RFR landowner; or

(b) a governance entity.

Right of first refusal recorded on computer registers

135 Right of first refusal to be recorded on computer registers for RFR land

(1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal descriptions of, and identify the computer registers for,—

(a) the RFR land for which there is a computer register on the RFR date relating to that land; and

(b) the RFR land for which a computer register is first created after the RFR date relating to that land; and

(c) land for which there is a computer register that becomes RFR land after the settlement date.

(2) The chief executive must issue a certificate as soon as is reasonably practicable—

(a) after the RFR date relating to the land, for RFR land for which there is a computer register on that date; or

(b) after receiving a notice under **section 130** that a computer register has been created for the RFR land or that the land has become RFR land, for any other land.

(3) Each certificate must state that it is issued under this section.

(4) The chief executive must provide a copy of each certificate, as soon as is reasonably practicable after issuing the certificate, if the certificate—

(a) is for Auckland Prison, to—

(i) the trustees; and

(ii) the trustees of the Ngā Maunga Whakahii o Kaipara Development Trust:

(b) is for exclusive RFR land, to the trustees:

(c) is for non-exclusive RFR land,—

(i) to the trustees; and

(ii) if approving Marutūāhu Iwi collective legislation has been enacted, to the Marutūāhu governance entity; and

(iii) if approving Ngāti Whātua settlement legislation has been enacted, to the Ngāti Whātua governance entity.

(5) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section,

record on each computer register for the RFR land identified in the certificate that the land is—

(a) RFR land, as defined in **section 108**; and

(b) subject to this subpart (which restricts disposal, including leasing, of the land).

136 Removal of notifications when land to be transferred or vested

(1) The chief executive of LINZ must, before registration of the transfer or vesting of land described in a notice received under **section 132(2)**, issue to the Registrar-General a certificate that includes—

(a) the legal description of the land; and

(b) the reference for the computer register for the land; and

(c) the details of the transfer or vesting of the land; and

(d) a statement that the certificate is issued under this section.

(2) The chief executive must provide a copy of each certificate as soon as is reasonably practicable after issuing the certificate, in accordance with the requirements of **section 135(4)**.

(3) If the Registrar-General receives a certificate issued under this section, he or she must, immediately before registering the transfer or vesting described in the certificate, remove from the computer register identified in the certificate any notification recorded under **section 135** for the land described in the certificate.

137 Removal of notifications when notice given under section 110

(1) The chief executive of LINZ must, as soon as is reasonably practicable after receiving a notice under **section 132(5)**, issue to the Registrar-General a certificate that includes—

(a) the legal description of the land; and

(b) the reference for the computer register for the land; and

(c) a copy of the notice given under **section 110**; and

(d) a statement that the certificate is issued under this section.

(2) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, re-

move from the computer register identified in the certificate any notification recorded under **section 135** for the land described in the certificate.

138 Removal of notifications when RFR period ends

(1) The chief executive of LINZ must, as soon as is reasonably practicable after the RFR period ends in respect of any RFR land, issue to the Registrar-General a certificate that includes—

(a) the reference for each computer register for that RFR land that still has a notification recorded under **section 135**; and

(b) a statement that the certificate is issued under this section.

(2) The chief executive must provide a copy of each certificate as soon as is reasonably practicable after issuing the certificate, in accordance with the requirements of **section 135(4)**.

(3) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, remove any notification recorded under **section 135** from any computer register identified in the certificate.

General provisions applying to right of first refusal

139 Waiver and variation

(1) A governance entity may, by notice to an RFR landowner, waive any or all of the rights the governance entity has in relation to the landowner under this subpart.

(2) A governance entity and an RFR landowner may agree in writing to vary or waive any of the rights each has in relation to the other under this subpart.

(3) The following entities may agree in writing that one of them may exercise any right provided for by this subpart that may be exercised by both of them or by the other:

(a) the trustees and the Marutūāhu Iwi governance entity:

(b) the trustees and the Ngāti Whātua governance entity.

(4) A waiver or an agreement under this section is on the terms, and applies for the period, specified in it.

140 Disposal of Crown bodies not affected

This subpart does not limit the ability of the Crown, or a Crown body, to sell or dispose of a Crown body.

141 Assignment of rights and obligations under this subpart

(1) **Subsection (3)** applies if the RFR holder—

(a) assigns the RFR holder's rights and obligations under this subpart to 1 or more persons in accordance with the RFR holder's constitutional document; and

(b) has given the notices required by **subsection (2)**.

(2) The RFR holder must give a notice to each RFR landowner—

(a) stating that the RFR holder's rights and obligations under this subpart are being assigned under this section; and

(b) specifying the date of the assignment; and

(c) specifying the names of the assignees and, if they are the trustees of a trust, the name of the trust; and

(d) specifying the street address, postal address, and fax number or electronic address for notices to the assignees.

(3) This subpart and **Schedule 4** apply to the assignees (instead of to the RFR holder) as if the assignees were the trustees, with any necessary modifications.

(4) In this section,—

constitutional document means the trust deed or other instrument adopted for the governance of the RFR holder

RFR holder means the 1 or more persons who have the rights and obligations of the trustees under this subpart, either because—

(a) they are the trustees; or

(b) they have previously been assigned those rights and obligations under this section.

Schedule 1
ss 26, 35

Statutory areas

Part 1
Areas subject only to statutory acknowledgement

Statutory area	Location
Taumaihi (being part of Te Henga Recreation Reserve)	As shown on OTS-106-04
Motutara Settlement Scenic Reserve and Goldie Bush Scenic Reserve	As shown on OTS-106-10
Swanson Conservation Area	As shown on OTS-106-08
Henderson Valley Scenic Reserve	As shown on OTS-106-09
Coastal statutory acknowledgement	As shown on OTS-106-14
Waitakere River and tributaries	As shown on OTS-106-13
Kumeu River and tributaries	As shown on OTS-106-11
Rangitopuni Stream and tributaries	As shown on OTS-106-12
Te Wai-o-Pareira / Henderson Creek and tributaries	As shown on OTS-106-18
Motutara Domain (part Muriwai Beach Domain Recreation Reserve)	As shown on OTS-106-20
Whatipu Scientific Reserve	As shown on OTS-106-21

Part 2
Area also subject to deed of recognition

Statutory area	Location
Motutara Settlement Scenic Reserve and Goldie Bush Scenic Reserve	As shown on OTS-106-10

Schedule 2

s 41

Whenua rāhui area

Overlay area	Location	Description
Taumaihi (being part of Te Henga Recreation Reserve)	As shown on OTS-106-04	*North Auckland Land District—Auckland Council* 75.84 hectares, approximately, being Lot 1 DP 116242 and Part Lot 1 DP 103778. Subject to survey.

Schedule 3

ss 59, 66, 80

Cultural redress properties

Properties vested in fee simple

Name of property	Description	Interests
Te Henga site A	*North Auckland Land District—Auckland Council* 1.0 hectare, approximately, being Part Lot 1 DP 103778. Part computer freehold register NA57A/1128. Subject to survey. As shown on OTS-106-03.	
Wai Whauwhaupaku	*North Auckland Land District—Auckland Council* 1.0 hectare, approximately, being Part Allotment 169 Parish of Waipareira. Part computer freehold register 48133. Subject to survey. As shown on OTS-106-07.	Subject to a pipeline easement created by grant of easement B369908.1. Subject to a gas pipeline easement in gross in favour of The Natural Gas Corporation of New Zealand Limited (now Vector Gas Limited) created by grant of easement B369908.1.

Property vested in fee simple to be held as Māori reservation

Name of property	Description	Interests
Te Onekiritea Point property	*North Auckland Land District—Auckland Council* 0.28 hectares, approximately, being Part Lot 98 DP 459994. Part computer freehold register 604164. Subject to survey. As shown marked A on OTS-106-16.	Subject to being a Māori reservation, as referred to in **section 62(2)**.

Properties vested in fee simple to be administered as reserves

Name of property	Description	Interests
Parihoa site B	*North Auckland Land District—Auckland Council* 0.5 hectares, approximately, being Crown land. Subject to survey. As shown marked B on plan OTS-106-05.	Subject to being a historic reserve, as referred to in **section 63(3)**.
Te Henga site B	*North Auckland Land District—Auckland Council* 7.0 hectares, approximately, being Part Lot 1 DP 103778. Part computer freehold register NA57A/1128. Subject to survey. As shown on OTS-106-02.	Subject to being a historic reserve, as referred to in **section 64(3)**. Subject to the right of way easement in gross referred to in **section 64(5)**.
Te Kawerau Pā	*North Auckland Land District—Auckland Council* 1.5 hectares, approximately, being Part Section 6 Block III Tiritiri Survey District. Part *Gazette* 1980, p 2343. Subject to survey. As shown on OTS-106-17.	Subject to being a scientific reserve, as referred to in **section 65(4)**. Subject to an unregistered guiding permit with concession number AK-25495-GUI to the Supporters of Tiritiri Matangi Incorporated.

Properties vested in fee simple subject to conservation covenant

Name of property	Description	Interests
Muriwai	*North Auckland Land District—Auckland Council* 1.0 hectare, approximately, being Part Section 24S Motutara Settlement. Part *Gazette* 1941, p 747. Subject to survey. As shown on OTS-106-01.	Subject to the conservation covenant referred to in **section 67(3)**.

Name of property	Description	Interests
Opareira	*North Auckland Land District—Auckland Council* 1.0 hectare, approximately, being Part Allotment 196 Parish of Waipareira. Part *Gazette* notice 587951.1. Subject to survey. As shown on OTS-106-06.	Subject to the conservation covenant referred to in **section 68(3)**.
Parihoa site A	*North Auckland Land District—Auckland Council* 2.0 hectares, approximately, being Crown land. Subject to survey. As shown marked A on OTS-106-05.	Subject to the conservation covenant referred to in **section 69(3)(a)**. Subject to the right of way easement in gross referred to in **section 69(3)(b)**.

Kopironui property vested in fee simple

Name of property	Description	Interests
Kopironui property	*North Auckland Land District—Auckland Council* 39.7 hectares, approximately, being Parts Lot 1 DP 138527. Part *Gazette* notice 15421. Subject to survey. As shown on OTS-106-15.	Subject to a Crown forestry licence issued in replacement for the Crown forestry licence created by C509747.1 and held in computer interest register NA100/7 and subject to a sub-licence held in computer interest register 365586. Subject to protective covenants created by C509747.6.

Schedule 4 ss 107, 134, 141(3)

Notices in relation to RFR land

1 Requirements for giving notice

A notice by or to an RFR landowner or a governance entity under **subpart 4 of Part 3** must be—

(a) in writing and signed by—

(i) the person giving it; or

(ii) at least 2 of the trustees, for a notice given by the trustees; or

(iii) in the case of the Marutūāhu Iwi governance entity, the persons specified in approving Marutūāhu Iwi collective legislation; or

(iv) in the case of the Ngāti Whātua governance entity, the persons specified in approving Ngāti Whātua settlement legislation; and

(b) addressed to the recipient at the street address, postal address, and fax number or electronic address,—

(i) for a notice to a governance entity, specified for the governance entity in accordance with the relevant deed of settlement, or in a later notice given by the governance to the RFR landowner, or identified by the RFR landowner as the current address and fax number or electronic address of the governance entity; or

(ii) for a notice to an RFR landowner, specified by the RFR landowner in an offer made under **section 113**, or in a later notice given to a governance entity, or identified by the governance entity as the current address and fax number or electronic address of the RFR landowner; and

(c) for a notice given under **section 130 or 132**, sent to the chief executive of LINZ at the Wellington office of LINZ; and

(d) given by—

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

(ii) posting it to the recipient's postal address; or

(iii) faxing it to the recipient's fax number; or

(iv) sending it by electronic means such as email.

2 Use of electronic transmission

Despite **clause 1**, a notice that must be given in writing and signed, as required by **clause 1(a)**, may be given by electronic means provided the notice is given with an electronic signature that satisfies section 22(1)(a) and (b) of the Electronic Transactions Act 2002.

3 Time when notice received

(1) A notice is to be treated as having been received—

(a) at the time of delivery, if delivered by hand; or

(b) on the second day after posting, if posted; or

(c) at the time of transmission, if faxed or sent by other electronic means.

(2) However, a notice is to be treated as having been received on the next working day if, under **subclause (1)**, it would be treated as having been received—

(a) after 5 pm on a working day; or

(b) on a day that is not a working day.

THE TRUSTEES OF TE KAWERAU IWI SETTLEMENT TRUST

and

THE CROWN

DEED TO AMEND THE DEED OF SETTLEMENT OF HISTORICAL CLAIMS

DEED TO AMEND THE DEED OF SETTLEMENT

THIS DEED is made on

BETWEEN

THE TRUSTEES OF TE KAWERAU IWI SETTLEMENT TRUST

AND

THE CROWN in right of New Zealand acting by the Minister for Treaty of Waitangi Negotiations

DEED TO AMEND THE DEED OF SETTLEMENT

BACKGROUND

A. The trustees of Te Kawerau Iwi Settlement Trust and the Crown are parties to a deed of settlement dated 22 February 2014 (the "**deed of settlement**").

B. The trustees and the Crown wish to enter into this deed to record formally, in accordance with paragraph 5.1 of the general matters schedule of the deed of settlement, certain amendments to the deed of settlement.

IT IS AGREED as follows:

1. EFFECTIVE DATE OF THIS DEED

1.1 This deed takes effect when it is signed by the parties.

2. TE HENGA

2.1 The Crown has provided disclosure information in relation to Te Henga site A, Te Henga site B and Parihoa site A, by various correspondence sent between 1 June 2014 and 12 June 2014, in addition to the disclosure information referred to in the property redress schedule of the deed of settlement.

2.2 For the avoidance of doubt, paragraph 1.2.2 of the property redress schedule of the deed of settlement is to be read to include the disclosure information referred to in clause 2.1.

2.3 The parties acknowledge that the vesting of Te Henga site B under the settlement legislation is subject to -

2.3.1 the governance entity granting a registrable easement in gross in relation to that site in the form in part 7.5 of the documents schedule (Te Henga site B Easement A);

2.3.2 the governance entity granting a registrable easement in favour of the registered proprietors of the land contained in computer freehold registers NA651/232, NA885/206, and NA885/207 in relation to that site in the form in Schedule 2 of this deed (Te Henga site B Easement B); and

2.3.3 the interests in relation to that site referred to in schedule 3 of the settlement legislation, including the registered easements for rights to convey water, electricity, telecommunications and computer media and the unregistered licence and concessions.

2.4 The parties acknowledge that the vesting of Parihoa site A under the settlement legislation is subject to the interests in relation to that site referred to in schedule 3 of the settlement legislation, including the unregistered concessions.

3. AMENDMENTS TO THE DEED OF SETTLEMENT

3.1 The deed of settlement –

3.1.1 is further amended by making the changes set out in schedules 1 and 2 to this deed; and

3.1.2 remains unchanged except to the extent provided by this deed.

4. DEFINITIONS AND INTERPRETATION

4.1 Unless the context otherwise requires:

"**deed of settlement**" and "**deed**" have the meaning given to "deed of settlement" by paragraph A of the background; and

"**parties**" means the trustees and the Crown.

4.2 Unless the context requires otherwise:

4.2.1 terms or expressions defined in the deed of settlement have the same meanings in this deed; and

4.2.2 the rules of interpretation in the deed of settlement apply (with all appropriate changes) to this deed.

5. COUNTERPARTS

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

Miriama Tamaariki

WITNESS

Name: Rewi Newton

Occupation: 517 Oruarangi Rd
Executive Officer

Address: 517 Oruarangi Rd
Mangere
Manukau
Auckland 2022

Ngarama Walker

WITNESS

Name: Rewi Newton

Occupation: Executive Officer

Address: 517 Oruarangi Rd
Mangere
Manukau
Auckland 2022

SIGNED as a deed on

SIGNED by the trustees of **TE KAWERAU IWI SETTLEMENT TRUST** as trustees of that trust in the presence of:

Te Warena Taua

WITNESS

Name: Rewi Newton

Occupation: Executive Officer

Address: 517 Onuarangi Rd
Mangere
Manukau
Auckland 2022

George Hori Winikerei Taua

WITNESS

Name: Rewi Newton

Occupation: Executive Officer

Address: 517 Onuarangi Rd
Mangere
Manukau 2022
Auckland

Hamuera Taua

WITNESS

Name: Rewi Newton

Occupation: Executive Officer

Address: 517 Onuarangi Rd
Mangere
Manukau
Auckland 2022

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

Hon Christopher Finlayson

WITNESS

Name: PATRICK SOUTHEE

Occupation: PRIVATE SECRETARY

Address: WELLINGTON

SCHEDULE 1

AMENDMENTS TO DEED OF SETTLEMENT

Clause or Schedule or attachments of the deed of settlement	**Amendment to the deed of settlement**
Clause 5.12.5	This clause is deleted and replaced as follows: "the fee simple estate in Te Henga site B as a historic reserve, with the governance entity as the administering body, subject to the governance entity granting – (a) a registrable easement in relation to that site in the form in part 7.5 of the documents schedule (Te Henga site B Easement A); and (b) a registrable easement in relation to that site in the form in part 7.6 of the documents schedule (Te Henga site B Easement B); and".
General matters schedule, paragraph 6.1, page 19	The number "40" replaces the number "60" in the definition of **settlement date**.
Property redress schedule, paragraph 1.2.2	The cross reference in this clause to "paragraph 1" is deleted and replaced with "paragraph 1.1".
Property redress schedule, part 7, Appendix 1, page 14	The following drafting note is inserted immediately after the heading "Appendix 1": [***Note: If these instructions apply to a leaseback property that is to be leased back to the Ministry of Education but is not located within the area governed by Auckland Council, the references relating to deeming the most appropriate zoning must be deleted. These instructions may be modified to apply to more than one deferred selection property.***]
Property redress schedule, part 7, Appendix 1, page 15	The heading "MARKET VALUE OF A SCHOOL SITE" and the paragraphs immediately after that header (up to but not including the heading "VALUATION OF PROPERTY") are deleted and replaced with the following: "[**MARKET VALUE OF A SCHOOL SITE** For the purposes of these instructions the intention of the parties in respect of

a school site is to determine a transfer value to reflect the designation and use of the land for education purposes.

The market value of a school site is to be calculated as the market value of the property, exclusive of improvements, based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%.

A two step process is required:

1) firstly, the assessment of the unencumbered market value (based on highest and best use) by:

   (a) disregarding the designation and the Crown leaseback; and

   (b) considering the zoning in force at the valuation date; and

   (c) excluding any improvements on the land; and

2) secondly, the application of a 20% discount to the unencumbered market value to determine the market value as a school site (transfer value).

[If, in the relevant district or unitary plan, the zoning for the school site is Specialised (as defined below), the zoning for the school site for the purposes of step 1(b) of the two-step process above will be deemed to be the Alternative Zoning (as defined below).

For the purposes of these instructions:

- "Specialised" means specialised for a school site or otherwise specialised to a public or community use or public work (including education purposes).

- "Alternative Zoning" means the most probable zoning which provides for the highest and best use of the school site as if the school (or any other public or community use or public work, including education purposes) was hypothetically not present. The Alternative Zoning will be determined with reference to (in no particular order):

  (a) the underlying zoning for the school site (if any);

  (b) the zoning for the school site immediately prior to its Specialised zoning;

  (c) the zoning of land adjacent to or in the immediate vicinity of the school site (or both) if there is a uniform neighbouring zone;

  (d) if the school site is within the Auckland Council area, the underlying zoning applied to the school site in the Draft Auckland Unitary Plan publicly notified 15 March 2013, namely [*insert the zoning from the Draft Auckland Unitary Plan publicly notified 15 March 2013*]; and

  (e) any other relevant consideration in the reasonable opinion of a registered valuer that would support the most probable zoning

	which provides for the highest and best use of the school site.] The transfer value is used to determine the initial annual rent based on an agreed rental percentage of the agreed transfer value, determined in accordance with the Crown leaseback (plus GST, if any, on the amount so determined).]"
Property redress schedule, part 7, Appendix 1, page 18	At paragraph (d), the following words are inserted immediately after the words "details of your assessment of the highest and best use of the property": "[including, where relevant, details of the deemed most appropriate zoning for the school site]".
Documents schedule, part 7.1, page 61	The addresses for service in Schedule 2 of the Muriwai Conservation Covenant are deleted and replaced as follows: "The address for service for the Owner is: Te Kawerau Iwi Settlement Trust PO Box 59243 Mangere Bridge Auckland The address for service for the Minister is: Conservation Partnerships Manager Department of Conservation Ground Floor - Building 2 Carlaw Park Commercial 12-16 Nicholls Lane Parnell Auckland".
Documents schedule, part 7.2, page 75	The address for service in Schedule 2 of the Oparerira Conservation Covenant is deleted and replaced as follows: "The address for service for the Owner is: Te Kawerau Iwi Settlement Trust PO Box 59243 Mangere Bridge Auckland The address for service for the Minister is: Conservation Partnerships Manager Department of Conservation Ground Floor - Building 2 Carlaw Park Commercial 12-16 Nicholls Lane Parnell Auckland".

Documents schedule, part 7.3, page 88	The addresses for service in Schedule 2 of the Parihoa site A Conservation Covenant are deleted and replaced as follows: "The address for service for the Owner is: Te Kawerau Iwi Settlement Trust PO Box 59243 Mangere Bridge Auckland The address for service for the Minister is: Conservation Partnerships Manager Department of Conservation Ground Floor - Building 2 Carlaw Park Commercial 12-16 Nicholls Lane Parnell Auckland".
Documents schedule, part 7.4, page 94	The description of "The Easement Area" in the second column of Annexure Schedule A of the Parihoa Site A Easement is amended by replacing the description "marked "A" on SO XXXX" with "marked "B" on SO 477158". The description of "The Grantor's Land" in the third column of Annexure Schedule A of the Parihoa Site A Easement is amended by replacing the description "Section 1 SO XXXX" with "Section 1 SO 477158".
Documents schedule, part 7.5, page 99	The heading of this part is deleted and replaced with "Encumbrances – Te Henga Site B Easement A".
Documents schedule, part 7.5, page 102	The description of "The Easement Area" in the second column of Annexure Schedule A of the Te Henga Site B Easement A is amended by replacing the description "marked "A" on SO XXXX" with "marked "A" and "B" on SO 487333". The description of "The Grantor's Land" in the third column of Annexure Schedule A of the Te Henga Site B Easement is amended by replacing the description "Section 1 SO XXXX" with "Section 3 SO 477158".
Documents schedule, part 7.6	New part 7.6 headed "Encumbrances – Te Henga Site B Easement B" is inserted immediately after part 7.5 in the form set out in schedule 2 to this deed.

Documents schedule, part 8, page 112	The following new item 8A is inserted immediately after item 8 in Schedule A of the Ministry of Education Treaty Settlement Lease: "**ITEM 8A UNDERLYING ZONING** [*Insert underlying zoning applied to the Land in the Draft Auckland Unitary Plan publicly notified 15 March 2013*]"
Documents schedule, part 8, page 116	The following new clauses are inserted immediately after clause 3.3 of the Ministry of Education Treaty Settlement Lease: "3.3A. If, in the relevant district or unitary plan, the zoning for the school site is Specialised (as defined in clause 3.3B), the zoning for the school site for the purposes of clause 3.3 will be deemed to be the Alternative Zoning (as defined in clause 3.3B). 3.3B For the purposes of clauses 3.3B and 3.3C: (a) "Specialised" means specialised for a school site or otherwise specialised to a public or community use or public work (including education purposes). (b) "Alternative Zoning" means the most probable zoning which provides for the highest and best use of the school site as if the school (or any other public or community use or public work, including education purposes) was hypothetically not present. The Alternative Zoning will be determined with reference to (in no particular order): (i) the underlying zoning for the school site (if any); (ii) the zoning for the school site immediately prior to its Specialised Zoning; (iii) the zoning of land adjacent to or in the immediate vicinity of the school site (or both) if there is a uniform neighbouring zone; (iv) if the school site is within the Auckland Council area, the underlying zoning applied to the school site in the Draft Auckland Unitary Plan publicly notified 15 March 2013, as set out in Item 8A of the First Schedule; and (v) any other relevant consideration in the reasonable opinion of a registered valuer that would support the most probable zoning which provides for the highest and best use of the school site. 3.3C If, during the rent review process, the registered valuers do not agree on the Alternative Zoning, the process set out in clause 3.5 will apply (with necessary modifications) to the determination of the Alternative Zoning, where applicable, at the same time that the Annual Rent is

	determined under clause 3.5."
Attachments, part 2	The words "Right of First Refusal Area" are deleted and replaced with the word "land" on the title of Deed Plan OTS-106-22 "Te Onekiritea Point Right of First Refusal Area".
Attachments, part 3A	The word "land" is inserted immediately following the words "Te Onekiritea Point" in the first column under the heading "Property".

SCHEDULE 2

7.6 **Encumbrances – Te Henga Site B Easement B**

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

North Auckland

Grantor *Surname must be underlined*

Te Warena Taua, George Hori Winikerei Taua, Ngarama Walker, Hamuera Taua, and Miriama Tamaariki

Grantee *Surname must be underlined*

Anthony Alan Lusk, as to the land in computer freehold register NA651/232, and
John Knight Harre, Judith Elaine Harre, Smith & Partners Trustee Co. Limited as to the land in computer freehold register NA885/206, and
Malcolm McFarlane Harre, James Douglas Harre and Andrew John Harre, as to the land in computer freehold register NA885/207

Grant of easement

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

Dated this day of 2015

ATTESTATION: (See insert sheet for continuation of attestations)

Signed by	**Signed in my presence by the Grantor:**
----------	_____
Signature of Grantor	*Signature of Witness*
Te Warena Taua	**Witness Name:**
	Occupation:
	Address:

MC5147279.2

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

Easement Instrument	Dated:	Page of pages

Attestation continued:

Signed by --- **Signature of Grantor** **George Hori Winikerei Taua**	**Signed in my presence by the Grantor:** *Signature of Witness* **Witness Name:** **Occupation:** **Address:**
  --- **Signature of Grantor** **Ngarama Walker**	**Signed in my presence by the Grantor:** *Signature of Witness* **Witness Name:** **Occupation:** **Address:**
Signed by --- **Signature of Grantor** **Hamuera Taua**	**Signed in my presence by the Grantor:** *Signature of Witness* **Witness Name:** **Occupation:** **Address:**

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

Easement Instrument	Dated:	Page of pages

Attestation continued:

Signed by ---------- **Signature of Grantor** **Miriama Tamaariki**	**Signed in my presence by the Grantor:** _____ *Signature of Witness* **Witness Name:** **Occupation:** **Address:**

Signed by _____ **Signature of Grantee** **Anthony Alan Lusk**	**Signed in my presence by the Grantee** _____ *Signature of Witness* **Witness Name:** **Occupation:** **Address:**

Signed by _____ **Signature of Grantee** **John Knight Harre**	**Signed in my presence by the Grantee** _____ *Signature of Witness* **Witness Name:** **Occupation:** **Address:**

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

Attestation continued:

Signed by	**Signed in my presence by the Grantee**
_____ **Signature of Grantee** **Judith Elaine Harre**	_____ *Signature of Witness* **Witness Name:** **Occupation:** **Address:**

Signed for and on behalf of Smith & Partners Trustee Co Limited (909031)	**Signed in my presence by the Grantee**
_____ **Signature of Wade Robin Hansen** _____ **Signature of Peter William Smith**	_____ *Signature of Witness* **Witness Name:** **Occupation:** **Address:**

Signed by	**Signed in my presence by the Grantee**
_____ **Signature of Grantee** **Malcolm McFarlane Harre**	_____ *Signature of Witness* **Witness Name:** **Occupation:** **Address:**

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

Easement Instrument	Dated:	Page of pages

Signed by	**Signed in my presence by the Grantee**
_____ **Signature of Grantee** **James Douglas Harre**	_____ *Signature of Witness* **Witness Name:** **Occupation:** **Address:**

Signed by	**Signed in my presence by the Grantee**
_____ **Signature of Grantee** **Andrew John Harre**	_____ *Signature of Witness* **Witness Name:** **Occupation:** **Address:**

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

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

Easement Instrument	Dated:	Page of pages

Schedule A

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT *or* in gross)
Right of Way	Marked C on SO 487333	Section 3 SO 477158	Parts Waitakere 1B1 Block (NA651/232, NA885/206 and NA885/207)
Right of Way	Marked D on SO 487333		Part Waitakere 1B1 Block (NA651/232)
Right of Way	Marked E on SO 487333		Part Waitakere 1B1 Block (NA885/207 and NA885/206)
		("the Grantor's Land")	**("the Grantee's Land")**

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 are substituted by the easement rights and powers are as set out in the **Annexure Schedule**.

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

BACKGROUND

A The Grantor is the administering body established under section 64 of the Te Kawerau ā Maki Claims Settlement Act 2015 of the land described as Section 3 SO 477158 (**Land**).

B The Land is known as Te Henga Historic Reserve under the Te Kawerau ā Maki Claims Settlement Act 2015, and is subject to the Reserves Act 1977.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Easement:

Access Fee means during any Renewal Term, the fee payable by each Grantee to the Grantor during that particular Renewal Term for the grant of the Easement for which they have the benefit as provided for in this Easement Instrument, calculated or determined in accordance with the provisions of clause 5.2;

Accessway means that part of the Easement Land that is the formed track as at the date of this Easement;

Default Interest Rate means that rate which is 5% above the then wholesale 90 day bank bill rate as published by the Reserve Bank of New Zealand;

Easement means this Easement Instrument;

Easement Area C means that part marked C on SO 487333 set out in Schedule A;

Easement Area D means that part marked D on SO 487333 set out in Schedule A;

Easement Area E means that part marked E on SO 487333 set out in Schedule A;

Easement Land means:

(a) Easement Area C and Easement Area D, in respect of the Grantee's Land held in computer freehold register NA651/232; and

(b) Easement Area C and Easement Area E, in respect of the Grantee's Land held in computer freehold registers NA885/206 and NA885/207;

Grantee in respect of each part of the Grantee's Land, is the registered proprietor of each computer freehold register specified as the Grantee's Land in Schedule A, and includes any successors or assigns of the Grantee and, where the context permits, the Grantee's employees, contractors, lessees, licensees, agents and invitees;

Grantor is the registered proprietor of the Grantor's Land in Schedule A and includes any successors in title of the Grantor and, where the context permits the Grantor's employees, contractors, lessees, licensees and agents;

GST means the Good and Services Tax arising pursuant to the Goods and Services Tax Act 1985;

Heavy Motor Vehicle has the meaning given to it in the Land Transport Act 1998;

Initial Term means the term of 60 years from the settlement date under the Te Kawerau ā Maki Claims Settlement Act 2015;

maintain includes maintain, repair, renew and inspect and **maintenance** has a similar meaning;

Renewal Dates means the 60th anniversary of the commencement of the Initial Term and the date every 30 years thereafter and **Renewal Date** means any one of these dates;

Renewal Term means a renewal term of 30 years of the Easement commencing from the relevant Renewal Date as granted pursuant to clause 5; and

Working Day means any day of the week excluding Saturday, Sunday, national statutory holidays (or the Monday on which they are observed), and the anniversary days commonly observed in Wellington and Auckland.

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

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

1.2.2 references to any statute, regulation or other statutory instrument or bylaw shall be deemed reference to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and

1.2.3 the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

2 RIGHT OF WAY

2.1 The right of way comprises the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Land for the purpose of ongoing access to and from the Grantee's Land. Unless otherwise permitted by the Grantor, the ongoing right to access to and from the Grantee's Land will be limited to the purpose of accessing a single dwelling (including ancillary improvements) situated on the whole of the land area comprised in each of the three properties held in the three separate computer freehold registers set out in Schedule A (together described as the Grantee's Land) as at the date of this Easement and any

subsequent subdivision of those properties (to adjust the existing boundaries and/or create more allotments) will not affect this limitation.

2.2 The right of way includes the right to go over and along the Easement Land with or without any kind of:

2.2.1 domestic animal; or

2.2.2 motor vehicle, machinery or implement, but not any Heavy Motor Vehicle unless the Heavy Motor Vehicle is reasonably necessary for the purpose of carrying out maintenance to the Easement Land and/or the Grantee's Land (including any improvements on the Grantee's Land).

2.3 The right of way includes:

2.3.1 the right to maintain the existing Accessway over the Easement Land; and

2.3.2 the right to have the Easement Land kept clear at all times of obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the Accessway but subject to clause 3.2.

3 GENERAL RIGHTS

3.1 The right of way comprises the right to use the Easement Land for the purposes set out in clause 2.

3.2 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this Easement or of any other party or interfere with the efficient operation of the Easement. Notwithstanding the foregoing, the Grantee acknowledges that the Grantor has no obligation to:

3.2.1 clear any obstruction on the Easement Land; or

3.2.2 replace or provide support to the Easement Land due to any falling away or erosion of the Easement Land,

other than any obstruction which the Grantor has deliberately or recklessly created, or any falling away or erosion of the Easement Land due to any deliberate or reckless act of the Grantor.

3.3 Except as provided in this Easement the Grantee must not do and must not allow to be done on the Grantor's Land or the Grantee's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement.

3.4 The Grantee will promptly notify the Grantor of any accident or damage (which is more than of a minor nature) which the Grantee becomes aware of which occurred on or in relation to the Easement Land.

4 TERM

4.1 The Easement is granted for the Initial Term, but subject to the perpetual right to renew the Easement as set out in clause 5.1 and the right to surrender the Easement in clause 4.2.

4.2 The Grantee may surrender the Easement at any time during the Initial Term or a Renewal Term upon the giving of 3 months written notice to the Grantor that it wishes to surrender this Easement in whole or in part subject to the following provisions:

4.2.1 The Grantee having the benefit of the right to use Easement Areas C and D for the benefit of the Grantee's Land contained in computer freehold register NA651/232 may only surrender this Easement in part insofar as it relates to these Easement Areas (and in respect of Easement Area C, only insofar as this Easement benefits the Grantee's Land held in computer freehold register NA651/232).

4.2.2 The Grantee having the benefit of the right to use Easement Areas C and E for the benefit of the Grantee's Land contained in computer freehold register NA885/206 may only surrender this Easement in part insofar as it relates to these Easement Areas and only insofar as this Easement benefits the Grantee's Land held in computer freehold register NA885/206.

4.2.3 The Grantee having the benefit of the right to use Easement Areas C and E for the benefit of the Grantee's Land contained in computer freehold register NA885/207 may only surrender this Easement in part insofar as it relates to these Easement Areas and only insofar as this Easement benefits the Grantee's Land held in computer freehold register NA885/207.

4.2.4 If the surrender of the Easement in whole or in part is due to the reason that the Easement Land or any of the Easement Areas C, D and/or E are no longer suitable to be used for the purposes set out in clause 2, the parties will discuss in good faith as to whether alternative accessway route(s) on the Grantor's Land may be granted in substitution, such grant to be on the such terms as the parties agree at that time. To avoid doubt, the Grantor is not obliged by this clause to necessarily grant any easement in substitution.

4.2.5 The Grantee requiring the partial surrender of this Easement will be responsible for all costs, including those reasonable costs incurred by the Grantor, in connection with the preparation and registration of any surrender instrument to give effect to the partial surrender (and where agreed, the granting of any replacement easement including associated survey costs). Where more than one Grantee is seeking to surrender this Easement (and where agreed, the granting of any replacement easement) at the same time, then those Grantees will be liable for those costs in equal shares.

4.2.6 The Grantor will do all things (including signing any documents) necessary to give effect to the surrender (and where agreed, the granting of any replacement easement including the associated survey required to show the new easement areas) provided that at the time of the request, the Grantee is not in breach of any of its obligations under this Easement.

4.2.7 Where the surrender is to take effect during a Renewed Term and an Access Fee has been paid in advance, the Grantee will be entitled to be refunded a prorated share of the Access Fee paid in advance as one lump sum for the unexpired period of the Renewal Term. Notwithstanding the foregoing, the Grantor shall be entitled to set off against any such refund payment, the cost of remedying any breach by the surrendering Grantee which has not been remedied as at the surrender date of this Easement by that Grantee or any Access Fee payable for the granting of any replacement easement (if applicable).

5 RENEWAL TERMS

5.1 The Grantee is entitled to a perpetual right to renew the Easement for a Renewal Term from each Renewal Date, subject to the following provisions:

5.1.1 the Grantee will be deemed to have exercised its right to renew the Easement for the Renewal Term on each Renewal Date provided that:

(a) the Grantee has not given written notice to the Grantor that it does not wish to renew this Easement prior to the relevant Renewal Date; and

(b) the Grantee has consistently complied with all of its material obligations under this Easement to the reasonable satisfaction of the Grantor during the Initial Term, or the then current Renewal Term, as the case may be; and

(c) the Grantee is not in breach of any of its material obligations under the Easement as at the relevant Renewal Date; and

5.1.2 the Grantee will pay an Access Fee for each Renewal Term in accordance with clause 5.2; and

5.1.3 with the exception of clause 4.1, the terms of this Easement will apply to each Renewal Term; and

5.1.4 the Grantor and the Grantee will not be released from any liability for any breach of this Easement by the renewal of the Easement.

5.2 For each Renewal Term, each Grantee will pay an Access Fee (plus GST, if any) for the right of way granted in this Easement for that Grantee's benefit in accordance with the following provisions:

5.2.1 The amount of the Access Fee for the relevant Renewal Term will be determined as follows:

(a) The Grantees and the Grantor acknowledge and agree that the Access Fee payable by each Grantee for each Renewal Term is to be consistent with the fee or fees that would be payable for the right of way granted by this Easement as if that right were granted by the Department of Conservation, or the relevant entity in the future assuming the relevant roles and responsibilities

of the Department of Conservation for assessing and calculating concession activity and similar fees for grants of a similar nature (**Relevant Entity**). In determining the Access Fee for each Renewal Term:

(i) the parties (or the independent expert, if applicable) will have regard to all relevant information that may be publicly available and/or through the Official Information Act 1982 (or any successor legislation) at that time on the methodology (including all applicable legislation and regulations) being used by the Relevant Entity for determining the fees payable for similar grants; and

(ii) if there is an applicable fee or fee range set by the Relevant Entity for comparable grants at or about the time of the relevant Renewal Date, then unless there is a good reason not to do so (having regard to the matters the Relevant Entity might take into account in determining such fees), the amount of the Access Fee payable under this Easement for each Renewal Term will be that applicable fee or set within the applicable fee range (as appropriate).

(b) The Grantees and the Grantor will meet and in good faith endeavour to agree the Access Fee payable by each Grantee within the 12 month period prior to the relevant Renewal Date in accordance with clause 5.2.1(a). If the parties are unable to agree the Access Fee payable for a Renewal Period within 30 Working Days of the parties first meeting (or such longer period agreed by the parties), then:

(i) the Grantees and the Grantor will endeavour to agree and jointly appoint a single independent expert who has the relevant experience and qualifications to determine the Access Fee in accordance with clause 5.2.1(a);

(ii) if the Grantees and the Grantor are unable to agree on the appointment of a single independent expert, then any of the parties can request the then president of the New Zealand Institute of Valuers (or its successor entity) to make such an appointment;

(iii) the expert must adopt a procedure which, in the expert's opinion, is the most simple and expeditious procedure practicable in the circumstances;

(iv) the parties must provide the expert with all relevant information that the expert reasonably requires (including any relevant information which it may have obtained from the Relevant Entity through publicly available information and/or Official Information Act requests (if necessary));

(v) the expert will assess and determine the Access Fee payable by each Grantee in accordance with clause 5.2.1(a) and in doing so, must act as an independent expert and not as an arbitrator;

(vi) the expert must provide his or her written determination (including reasons) within 20 Working Days of the matter being referred to him or her;

(vii) the determination of the expert will be final and binding on the parties;

(viii) the cost of the expert and the Grantor's reasonable costs in relation to the expert determination (including those costs incurred in obtaining the information pursuant to clause 5.2.1(b)(iv)) will be borne by the Grantees equally; and

(ix) each of the Grantees will bear its own costs in relation to the expert determination.

5.2.2 The Access Fee shall be capitalised and paid by the Grantee to the Grantor in one lump sum by the applicable date specified in clause 5.2.4 (but subject to clause 5.3).

5.2.3 All costs, including those reasonable costs incurred by the Grantor, in connection with any Renewal Term including but not limited to those incurred in connection with the calculation of the Access Fee payable by each Grantee, and the preparation and registration of any new Easement Instrument (if necessary) to give effect to the Renewal Term will be met by the Grantees in equal shares.

5.2.4 Each Grantee must pay the relevant Access Fee (plus GST, if any) associated with its right of way to the Grantor by the later of:

(a) the relevant Renewal Date;

(a) 30 Working Days following the date of delivery of the Grantor's notice specifying the Access Fee payable for the relevant Renewal Term; or

(b) if the Access Fee is disputed, then 30 Working Days following the date the Access Fee is resolved in accordance with clause 5.2.1(b).

Where GST is payable in addition to the Access Fee, the Grantor must issue a valid tax invoice to the Grantee for the correct amount to be paid.

5.2.5 If a Grantee defaults in payment of the Access Fee for which it is liable under clause 5.2.4, then that Grantee will pay on demand interest at the default interest rate on the unpaid amount from the relevant due date for payment to the date of payment.

5.3 If during a Renewal Term, there is a change in the nature of the activity conducted on the Grantees' Land which affects the use and impact on the Easement Land, then either the Grantees or the Grantor can require the Access Fee to be reviewed in accordance with the provisions of clause 5.2 for the balance of the then current Renewal Term.

5.4 The Grantor and each of the Grantees will do all things (including signing any documents) necessary to register any new Easement Instrument (as necessary) to give effect to a Renewal Term.

6 MAINTENANCE AND COSTS

6.1 The following provisions shall apply to the Grantee's maintenance obligations:

6.1.1 the Grantees are each equally responsible for the maintenance of Easement Area C and the associated costs;

6.1.2 the Grantee having the benefit of the right to use Easement Area D under this Easement is solely responsible for the maintenance of Easement Area D and the associated costs; and

6.1.3 the Grantees having the benefit of the right to use Easement Area E under this Easement are each equally responsible for the maintenance of Easement Area E and the associated costs,

and such maintenance obligations in each case includes repairing any damage caused by the general public or acts outside the Grantee's control and so as to keep the Easement Land in a safe and suitable condition for its intended use under this Easement (except for damage caused by the Grantor which the Grantor will be responsible for under clause 6.4).

6.2 Any earthworks or structures required for the purposes of complying with clause 6.1 (of more than a minor nature, having regard to previous earthworks or structures undertaken to maintain the accessway) will require the prior written consent of the Grantor (which must not be unreasonably withheld, but in considering whether or not to grant consent and/or impose any reasonable conditions which may be attached to the giving of such consent, the Grantor may have regard to the natural and historic values of the Easement Land).

6.3 In exercising any of the Grantee's rights in this Easement and complying with clause 6.1 the Grantee (or Grantees, if more than one) must:

6.3.1 obtain and comply with all necessary regulatory consents; and

6.3.2 avoid damaging or interfering with any historic, cultural or archaeological sites of which the Grantor has advised the Grantee (or Grantees, if more than one) are located on the Grantor's Land; and

6.3.3 avoid more than minor damage to trees and bush on the Grantor's Land provided that the Grantee will be entitled to trim back, fell and/or remove such trees and bush where these are situated on or encroach into the Easement Land as may be reasonably necessary for the purpose of clause 2.3.2 and/or to eliminate any hazard on the Easement Land; and

6.3.4 ensure that any felled trees and bush removed from the Grantor's Land are made available to the Grantor for its exclusive use.

6.4 The Grantor or Grantee (or Grantees, if more than one) must promptly carry out at that party's sole cost any maintenance of the Easement Land that is attributable solely to an act or omission by that party.

6.5 The party or parties responsible for the maintenance in this clause 6 must meet any associated requirements of the relevant local authority including obtaining and complying with any necessary regulatory consents.

7 RIGHTS OF ENTRY

7.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the Easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld:

7.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles permitted under clause 2.1, and equipment; and

7.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

7.1.3 leave any vehicles, machinery or equipment on the Grantor's Land for a reasonable time if work is proceeding.

7.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

7.3 The Grantee must ensure that all work is performed in a proper, safe and workmanlike manner.

7.4 The Grantee must ensure that all work is completed promptly and in accordance with all applicable laws, regulations and other legal requirements.

7.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

7.6 The Grantee must compensate the Grantor for all damage to any buildings, erections, or fences on the Grantor's Land caused by the Grantee (including any damage arising in connection with any work carried out by the Grantee).

8 ACKNOWLEDGEMENT AND INDEMNITY

8.1 The Grantee acknowledges and accepts that it enters and uses the Easement Land strictly at its own risk (including but not limited to health and safety risk) and the Grantee shall only permit employees, contractors, lessees, licensees and agents and other invitees to enter upon the Easement Land on the same basis.

8.2 To the extent permitted by law, the Grantee indemnifies the Grantor against any loss, claim (including but not limited to any claim in respect of health and safety risk and/or non-

compliance with any related environmental legislation or consents), damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor in connection with the exercise by the Grantee of its rights under this Easement, or any breach by the Grantee of its obligations, undertakings or warranties contained or implied in this Easement, provided that this indemnity will not apply to any loss or claims to the extent that they arise from any breach by the Grantor of its obligations under this Easement.

9 LIABILITY EXCLUDED

Under no circumstances will the Grantor be liable in contract, tort, or otherwise to the Grantee for any expense, costs, loss, injury, or damage, arising as a result of the general public using the Easement Land or other matters which are outside of the control of the Grantor.

10 DEFAULT

If the Grantor or any Grantee does not meet the obligations implied or specified in this Easement:

10.1 any party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 15 Working Days from service of the notice of default (or such longer period as determined by the non-defaulting party (acting reasonably) having regard to the nature of the default and the remedial action required), the other party may meet the obligation; and

10.2 if, at the expiry of the period specified in the default notice:

10.2.1 the party in default has not met the obligation, the other party may:

(a) meet the obligation; and

(b) for that purpose, enter the Grantor's Land; and

10.2.2 if the party in default is the Grantee, and the Grantee has not met the obligation, the Grantee may not exercise the rights provided in this Easement until such time as the Grantee has remedied the default to the satisfaction of the Grantor; and

10.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the reasonable costs incurred in meeting the obligation; and

10.4 the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

11 DISPUTES

If a dispute in relation to this Easement arises between the Grantor and any Grantee:

11.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

11.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

11.3 if the dispute is not resolved within 30 Working Days of the written particulars being given (or any longer period agreed by the parties):

11.3.1 then any party may refer the dispute to arbitration in accordance with the Arbitration Act 1996; and

11.3.2 the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

THE TRUSTEES OF
TE KAWERAU IWI SETTLEMENT TRUST

and

THE CROWN

DEED RELATING TO TE KAWERAU Ā MAKI DEED OF SETTLEMENT

THIS DEED is made on the 24th day of October 2019

BETWEEN **THE TRUSTEES OF TE KAWERAU IWI SETTLEMENT TRUST**

AND **THE CROWN**

BACKGROUND

A. Te Kawerau ā Maki, the trustees of Te Kawerau Iwi Settlement Trust and the Crown are parties to a deed of settlement of historical claims dated 22 February 2014 (**deed of settlement**).

B. The trustees of Te Kawerau Iwi Settlement Trust and the Crown wish to enter this deed to formally record certain matters relating to the deed of settlement, in accordance with paragraph 5.1 of the general matters schedule of the deed of settlement.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

1. This deed takes effect when it is signed by the parties.

AMENDMENT TO THE DEED OF SETTLEMENT

2. The deed of settlement:

   2.1 is amended by making the amendment set out in the schedule to this deed; but

   2.2 remains unchanged except to the extent provided by this deed.

PROVISIONS RELATING TO THE PAREMOREMO HOUSING BLOCK

3.1 The Crown must, within 10 business days of the event set out in clause 3.2 occurring, pay the amount of $500,000 plus GST (if any) to the trustees of Te Kawerau Iwi Settlement Trust.

3.2 The event referred to in clause 3.1 is the Crown giving notice under paragraph 7.2.2 of the property redress schedule of the NWOK deed of settlement (as inserted by the NWOK deed to amend) that part 7 of that schedule no longer applies.

3.3 Clauses 3.1 and 3.2, and the amendments to the NWOK deed of settlement effected by the NWOK deed to amend, resolves and settles all issues in relation to the Crown's failure to provide notice in relation to the Paremoremo Housing Block at the required time in 2013 in accordance with the deed of settlement.

3.4 The parties record that part 6 of the property redress schedule to the deed of settlement continues to apply as if the NWOK deed of settlement had always included the amendments made by the NWOK deed to amend.

DEFINITIONS AND INTERPRETATION

4. Unless the context otherwise requires:

   4.1 **deed of settlement** means the deed of settlement referred to in Background B;

   4.2 **parties** means the trustees of Te Kawerau Iwi Settlement Trust and the Crown;

   4.3 **NWOK deed to amend** means the deed to amend entered into between the trustees of the NWOK Development Trust and the Crown on the same date as this deed;

   4.4 terms or expressions defined in the deed of settlement have the same meanings in this deed; and

   4.5 the rules of interpretation in the deed of settlement apply (with all appropriate changes) to this deed.

COUNTERPARTS

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

SIGNED as a deed on the 24th day of October 2019

SIGNED for and on behalf of)
THE CROWN by the Minister for)
Māori Crown Relations: Te Arawhiti,)

Honourable Kelvin Glen Davis

in the presence of:

Signature of Witness

Witness Name: Genevieve Wilson

Occupation: Private Secretary

Address: s 9(2)(a)

SIGNED by the trustees of
TE KAWERAU IWI SETTLEMENT TRUST

SIGNED by Te Warena Taua
as trustee, in the presence of:

Te Warena Taua

Signature of Witness

Witness Name: Ritesh Prasad

Occupation: Financial Accountant

Address: s 9(2)(a)

SIGNED by Hori Winikerei Taua
as trustee, in the presence of:

Hori Winikerei Taua

Signature of Witness

Ritesh Prasad
Witness Name

Financial Accountant
Occupation

s 9(2)(a)
Address

SIGNED by Miriama Tamaariki
as trustee, in the presence of:

Miriama Tamaariki

Signature of Witness

Ritesh Prasad
Witness Name

Financial Accountant
Occupation

s 9(2)(a)
Address

SIGNED by Ngarama Walker
as trustee, in the presence of:

Ngarama Walker

Signature of Witness

Ritesh Prasad
Witness Name

Financial Accountant
Occupation

s 9(2)(a)
Address

SIGNED by Gregory Wetere
as trustee, in the presence of:

Gregory Wetere

Signature of Witness

Witness Name

Occupation

s 9(2)(a)

Address

SIGNED by Robin Taua-Gordon
as trustee, in the presence of:

Robin Taua-Gordon

Signature of Witness

Witness Name

Occupation

s 9(2)(a)

Address

SCHEDULE

AMENDMENT TO THE DEED OF SETTLEMENT

Part or paragraph of schedule to the deed of settlement	Amendment
Part 5, property redress schedule	In the description of the Paremoremo Housing Block, "Balance computer freehold register 5247" is replaced with "All record of title 663963".

TE KAWERAU Ā MAKI

and

THE TRUSTEES OF TE KAWERAU IWI SETTLEMENT TRUST

and

THE CROWN

DEED OF SETTLEMENT SCHEDULE: DOCUMENTS

TABLE OF CONTENTS

1 TE KAWERAU Ā MAKI VALUES....1
2 PROTECTION PRINCIPLES....2
3 DIRECTOR-GENERAL'S ACTIONS....3
4 STATEMENTS OF ASSOCIATION....4
5 DEED OF RECOGNITION....26
6 PROTOCOLS....32
7 ENCUMBRANCES....51
8 LEASES FOR DEFERRED SELECTION PROPERTIES....107

1 TE KAWERAU Ā MAKI VALUES

TE HENGA RECREATION RESERVE (TAUMAIHI)

WHENUA RAHUI created over Te Henga Recreation Reserve (Taumaihi) (as shown on deed plan OTS-106-04)

Preamble

Pursuant to section 41(2) of the draft settlement bill (clause 5.1 of the deed of settlement), the Crown acknowledges the statement by Te Kawerau ā Maki of their cultural, spiritual, historic and traditional values relating to the Te Henga Recreation Reserve (Taumaihi) as set out below.

Te Kawerau ā Maki Statement of Values

Te Henga Recreation Reserve, known to Te Kawerau ā Maki as Taumaihi, is an area of major spiritual, cultural and historical importance to Te Kawerau ā Maki. The area's mauri or spiritual essence, and its traditional history, are of central importance to the mana and identity of Te Kawerau ā Maki.

Located at the northern end of Te Henga (Bethells Beach), the reserve extends from the iconic high point and former lookout of Taumaihi above the Waitākere River mouth, past Waitākere Bay and Awa Kauwahaia (O'Neill Bay), to Raetāhinga Point. The reserve contains iconic landmarks that feature in the traditions and waiata of Te Kawerau ā Maki, as well as former kāinga, cultivations, pā, wahi tapu, and places of historical and cultural significance. The present day public walkway through the reserve follows an old coastal walkway known in Te Kawerau ā Maki tradition as Te Ara Kanohi – 'the pathway of the eye' – so named because of its panoramic coastal views.

Taumaihi was originally part of the Waitākere Native Reserve. It was owned and occupied by Te Kawerau ā Maki until the early 1900s, and seasonal kainga and gardens were maintained behind Awa Kauwahaia (O'Neill Bay). A wide variety of kaimoana was harvested from the adjoining coastline, and tītī (muttonbirds) were harvested from Kauwahaia Island and Ōpakahā at the northern end of the reserve until the 1940s. The resources of the area were formerly protected by fortified pā located at Ihumoana Island, Kauwahaia Island, and Tangihau Point which is located within the reserve.

The reserve and its immediate coastal environs contains places of major historical significance as they are associated with the Ngāoho ancestress Erangi, and with the Te Kawerau ā Maki ancestor Taratūwhenua. The reserve contains several wahi tapu, or burial places, and a site known as Te Tokaraerae which was, and remains, an important place of ritual for Te Kawerau ā Maki. Te Kawerau ā Maki recognise the significant landscape and ecological values of the reserve and support their conservation and enhancement.

2 PROTECTION PRINCIPLES

Te Henga Recreation Reserve (Taumaihi) (as shown on deed plan OTS-106-04)

Protection Principles

Respect for and recognition of Te Kawerau ā Maki mana, tikanga and kaitiakitanga within Te Henga Recreation Reserve (Taumaihi).

Recognition of the relationship of Te Kawerau ā Maki with the many wāhi tapu and wāhi whakahirahira within Te Henga Recreation Reserve (Taumaihi) and its immediate environs.

Encourage respect for the association of Te Kawerau ā Maki with Te Henga Recreation Reserve (Taumaihi).

Accurate portrayal of the association of Te Kawerau ā Maki with Te Henga Recreation Reserve (Taumaihi).

Recognition of and respect for the presence of a Te Kawerau a Maki urupā within Te Henga Recreation Reserve (Taumaihi), and of Te Kawerau ā Maki access to it.

Recognition of Te Kawerau ā Maki kaitiakitanga in relation to the mauri and natural and historical values of Te Henga Recreation Reserve (Taumaihi).

Protection of wāhi tapu, wāhi whakahirahira, indigenous flora and fauna and the wider environment of Te Henga Recreation Reserve (Taumaihi).

3 DIRECTOR-GENERAL'S ACTIONS

Director-General actions

The Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

1. Department of Conservation staff, volunteers, researchers, contractors, conservation board members, concessionaires and the public will be provided with information about Te Kawerau a Maki's values in relation to Taumaihi – Te Henga Recreation Reserve and the immediate environs and will be encouraged to recognise and respect Te Kawerau a Maki's association with the area including their role as Kaitiaki.

2. Te Kawerau a Maki's association with and interests in Taumaihi – Te Henga Recreation Reserve will be accurately portrayed in all new Departmental information, signs and educational material about the area.

3. Te Kawerau a Maki will be consulted regarding the provision of all new Department of Conservation public information, or educational material regarding Taumaihi – Te Henga Recreation Reserve and, where appropriate, the content will reflect their significant relationship with Taumaihi – Te Henga Recreation Reserve.

4. The Te Kawerau a Maki Governance Entity will be consulted regarding any proposed introduction or removal of indigenous species to and from Taumaihi – Te Henga Recreation Reserve.

5. The Department of Conservation will protect the ecosystems and life forms of Taumaihi – Te Henga Recreation Reserve to Te Kawerau a Maki through monitoring measures and, where necessary, take steps to protect the indigenous flora and fauna of the area.

6. The Department will seek to ensure that their management of Taumaihi – Te Henga Recreation Reserve is not detrimental to, and where possible contributes to the maintenance and enhancement of the ecological values at this site.

7. Significant earthworks and soil/vegetation disturbance (other than for ongoing track maintenance) will be avoided where possible. Where significant earthworks and disturbances of soil and vegetation cannot be avoided, the Te Kawerau a Maki Governance Entity will be consulted and particular regard will be had to their views, including those relating to Koiwi (human remains) and archaeological sites.

8. Any koiwi or other taonga found or uncovered will be left untouched and contact made as soon as possible with the Te Kawerau a Maki Governance Entity to ensure representation is present on site and appropriate tikanga is followed, noting that the treatment of the koiwi or other taonga will also be subject to any procedures required by law.

4 STATEMENTS OF ASSOCIATION

Te Kawerau ā Maki's statements of association are set out below. These are statements of Te Kawerau ā Maki's particular cultural, spiritual, historical, and traditional association with identified areas.

TE KAWERAU Ā MAKI COASTAL STATUTORY ACKNOWLEDGEMENT AREA

Statutory Area

The area to which this Statutory Acknowledgement applies is the Te Kawerau ā Maki Coastal Acknowledgement Area, as shown on the deed plan OTS-106-14. This statutory acknowledgement should be considered alongside the Te Kawerau ā Maki statutory acknowledgements for the adjoining coastal environment and rivers of significance.

Statement of Association for the Te Kawerau ā Maki Coastal Statutory Acknowledgement Area

The coastal marine area and the coastline adjoining it are of central importance to the identity of Te Kawerau ā Maki, particularly in relation to the area adjoining the heartland of the iwi in West Auckland. Te Kawerau ā Maki hold a long and enduring ancestral and customary relationship with the coastal marine area bordering the northern shores of the Manukau Harbour, the west coast of the Waitākere Ranges and the upper Waitematā Harbour. Broader and shared ancestral interests are also held with a more extensive coastal area of interest covering Te One Rangatira (Muriwai Beach), the lower Waitematā Harbour, the coastline adjoining the North Shore – Mahurangi districts, and parts of Te Moana nui ō Toi (the Hauraki Gulf).

Ngā Tai a Rakataura – "the tidal currents of Rakataura"

Ngā Tai a Rakataura is one of the traditional names by which Te Kawerau ā Maki know the Manukau Harbour. This evocative name is associated with Rakataura, also known as Hape, who was the leading tohunga on the Tainui canoe. The name symbolises the 600 or so year relationship Te Kawerau ā Maki have held with the Manukau Harbour as descendants of Rakataura and his fellow rangatira, Poutukeka and Hoturoa. This relationship is reflected in numerous other place names applying to the harbour and its northern shores that adjoin the Te Kawerau ā Maki heartland of Hikurangi (the Waitākere Ranges). These landmarks extend from Ngā Pūranga Kupenga ā Maki, "the heaped up fishing nets of Maki", in the east, to Motu Paratūtai (Paratūtai Island) at the harbour entrance.

Te Motu ā Hiaroa (Puketūtū Island) is the largest island within the Manukau Harbour and a place of considerable significance to Te Kawerau ā Maki. Tradition associates this sacred island with the early ancestor and voyager Toi Te Huatahi, with the arrival of the Tainui canoe, with the ancestor Maki, and with many subsequent centuries of occupation. Flowing down the harbour from Te Motu ā Hiaroa to Te Pūponga (Pūponga Point) are the two main channels of Wairopa and Pūrākau. Adjoining them are the extensive mud and sand banks known as Kārore, Te Tau and Motukaraka. This upper harbour area was traditionally an abundant foodstore, providing a wide range of fish species and shellfish, including tipa (scallops), pūpū (whelks), kūtai (mussels) and tio (oysters).

Extending along the northern shores of the harbour are numerous places of historical, cultural, spiritual, and customary economic significance to Te Kawerau ā Maki. These include Te Whau, a fortified pā that protected the Whau canoe portage to the Waitematā Harbour, and the canoe building area of Te Kōtuitanga. Adjoining the portage to the west was a kāinga (settlement) named Motukaraka, after its once prolific karaka groves which were harvested in autumn. The coastal area extending west from Motukaraka to Waikūmete (Little Muddy Creek) is known collectively as Tītīrangi, having been named by Rakataura in commemoration of a hill in the Pacific homeland. Along these shores are places of historical importance to Te Kawerau ā Maki including: Te Kai ō Poutūkeka, Ōtītore, Ōkewa, Paturoa, and Taumatarearea, (the headland overlooking the entrance of Waikūmete). The latter inlet was strategically important as it was located at the southern end of a major inland walk way that ran north-south, and also as the embarkation point for canoe travel on

the Manukau Harbour. The importance of Waikūmete and its catchment as a canoe building area, until the 1860s, is reflected in the place names Te-Tō-o-Parahiku, "the dragging place of the semi-finished canoe hulls", and Maramara Tōtara, "the chips of totara wood". This locality was protected by a fortified pā known as Te Tokaroa.

Further to the west is the extensive tidal inlet known as Paruroa (Big Muddy Creek), an important place for netting pātiki (flounder), and the location of two important Te Kawerau ā Maki kāinga – Nihotupu (Armour Bay) and Ngāmoko (Lower Nihotupu Dam). Beyond Paruroa is the extensive sandy beach, and the kāinga and fortified pā, known as Karanga-ā-Hape (Cornwallis). This place has considerable significance in Te Kawerau ā Maki tradition from the time of its occupation by Rakataura to the present. Karanga-ā-Hape was treasured for the sandy shore shellfish species that were and still are gathered there, including pipi and tipa (scallops).

At the western end of Karanga-ā-Hape is the headland known as Te Pūponga (Pūponga Point). A clump of ponga trees on this landmark was traditionally used to guide canoes through the difficult channels of the harbour entrance. The locality is also an important wāhi tapu for Te Kawerau ā Maki. Beyond Te Pūponga is the extensive tidal bay Kakamātua, which was an important Te Kawerau ā Maki kāinga until after European settlement. At the eastern entrance to the bay is a locality known as Pī-kāroro, "the black-backed gull breeding colony". This name provides an example of the many place names in the coastal environment that reflect the once much richer biodiversity that existed prior to the late nineteenth century.

Beyond Kakamātua is Rau- ō-Te Huia (Huia Bay) which is a coastal area of particular significance to Te Kawerau ā Maki as reflected by its name "the plumes of the huia bird". This bay included four kāinga, cultivations, and wāhi tapu, and was renowned for the abundance and diversity of its natural resources. This is reflected in the names for the headlands at either end of the bay, Kaitieke and Kaitarakihi. These traditional names symbolise the resources of the forest (tieke, the saddleback bird) and of the sea (the fish tarakihi). Rau-ō-Te Huia was associated for many generations, until 1910, with the annual catching and processing of large quantities of pioke shark. The resources of the bay were protected by a fortified pā known as Te-Pā-ā-Maki, so named by the Te Kawerau ancestor Maki. Between Rau-ō-Te Huia and the Manukau Harbour entrance is a precipitous and rocky stretch of coastline overlooked by the fortified pā Ōmanawanui. This coastal area was renowned for the harvest of koura (crayfish), paua and kūtai. It is still used for this purpose, and is valued as the site of one of the region's few permanent fur seal colonies.

Te Mānukanuka ā Hoturoa – "the anxiety of Hoturoa"

The Manukau Harbour entrance is a place of immense natural beauty and an area that personifies the power of nature. It is a place of particular spiritual, historical and cultural significance to Te Kawerau ā Maki. Te Mānukanuka- ā- Hoturoa (the Manukau Harbour entrance and sand bar) was named by the ancestor Hoturoa because of his "anxiety" in piloting the ancestral voyaging canoe Tainui through this dangerous seaway.

Adjoining the coastline at the northern entrance to the harbour are a group of islands, islets and rocks of major spiritual and historical significance. They include: the island pā of Paratūtai, Te Toka Tapu ā Kupe (Ninepin Rock), and Mārotiri (Cutter Rock). Collectively they are known as Te Kupenga ō Taramainuku, "the fishing net of Taramainuku", named after an ancestor and a taniwha. The small bay inside Paratūtai is known as Waitīpua, or "the bay of the spiritual guardians". In the traditions of Te Kawerau ā Maki it was the meeting place for the taniwha known as Whatipu, Taramainuku, Paikea, Ureia and Kaiwhare, who watched over the Manukau Harbour, its entrance and the coastline to the north.

In pre-European times the appearance of the Manukau Harbour entrance and the adjoining coastal area was very different to what is seen today. In local tradition a vast sand accretion known as "Paorae" once extended well out to sea and to the south of the present harbour entrance. This expansive area of duneland and wetland contained villages, cultivations and lagoons that were a rich source of food. Over time much of this land was destroyed by storms and natural coastal erosion, with result that only the Manukau Bar and the sand accretion between Whatipu and Karekare remain.

Ngā Tai Whakatū ā Kupe – "the upraised seas of Kupe"

In the vicinity of Whatipu are a group of landmarks that commemorate a visit to this coastal area by the famous ancestor voyager Kupe-mai-Tawhiti. In order to commemorate his visit Kupe made a mark on Paratūtai Island known as Te Hoe ā Kupe, "the paddle of Kupe". Kupe then said karakia (prayers or incantations) at Te Toka tapu ā Kupe, "the sacred rock of Kupe", in order to safeguard himself and his people who were being pursued. Kupe's powerful incantations raised up the seas behind his canoe as it journeyed north, thus forcing those pursuing him to seek shelter and to call of the pursuit. From that time the rough seas off the western coastline became known as Ngā Tai Whakatū a Kupe, "the upraised seas of Kupe". In the traditions of Te Kawerau ā Maki these seas are also known as Ngā Tai Tamatane, "the manly seas", which contrast the calmer seas off the eastern coastline of the region, known as Ngā Tai Tamawahine, "the feminine seas".

The coastline lying to the north of Whatipu, extending as far as Te Henga (Bethells Beach) is known collectively as Hikurangi, after the sacred mountain of that name located between Karekare and Piha. This coastal area provided a wide range of fish and seafood associated with both the sandy and rock shoreline. Of particular significance to Te Kawerau ā Maki was the fact that the Whatipu-Pārāraha coastline was the site of major whale strandings, providing a significant bounty for the iwi. Te Kawerau ā Maki dealt with this natural tragedy with appropriate ritual and distributed whale teeth to the iwi of the region. Te Kawa Rimurapa, the reef at the northern end of Karekare beach , holds natural and cultural significance as it marks the northern-most limit of the rimurapa (bull kelp), which was used by Te Kawerau ā Maki for a wide variety of purposes. The coastal cliffs, islands and islets off this coastline were also treasured as a source of birds and bird eggs in particular tītī (mutton birds), which were harvested by Te Kawerau ā Maki until the 1950s. Important kāinga were located in all of the main valleys along this coastline and the resources of the area were protected by numerous fortified pā.

Places of particular significance to Te Kawerau ā Maki in the coastal environment between Whatipu and Piha include: Taranaki, Pārāraha (a fortified pā), Ōtiriwa, Te Kawakawa, Te Toka Pāoke (Paratahi Island), Waikarekare (also known as Karekare), Te Kākā Whakāra (a fortified pā), Tāhoro / Union Bay, Te Kawa Rimurapa, and Te Āhua ō Hinerangi (Te Āhua Point). This later place is both a fortified pā and a site of immense spiritual significance. It dates back to the early period of human settlement in the area and has traditions associated with the dangerous activity of rock fishing.

Just south of Te Āhua ō Hinerangi is a large bay known as Te Unuhanga-ō-Rangitoto, "the drawing out of Rangitoto" (Mercer Bay). In the traditions of Te Kawerau ā Maki this bay was originally the site of the volcano Rangitoto, which now stands off the entrance to the Waitematā Harbour as Rangitoto Island. The mountain was removed from the western coastline by the ancestor and tohunga Tiriwa, as it blocked the view from Hikurangi to the Manukau Harbour entrance. Tiriwa then carried Rangitoto to the east and placed on the eastern coastline. This ancient coastal tradition is particularly important to Te Kawerau ā Maki as it links them to the formation of the landmarks on both coasts.

To the north of Karekare is Piha, a place of considerable significance to Te Kawerau ā Maki. The area takes its name from Te Piha (Lion Rock), the prominent landmark and island pā standing in the middle of the bay. At the southern end of the beach is the small rocky island pā, Taitomo, so named because of the sea cave which passes through its base. It is of considerable historic and symbolic importance to Te Kawerau ā Maki as it is the only piece of land in the coastal marine area that remains in their ownership today. Taitomo Island is located in a coastal area of major spiritual significance associated with the primary guardian taniwha of the Waitākere coastline, Paikea. The bay inside Taitomo is known as Te Pua ō Te Tai, "the foam of the sea", and the rock shelf at its southern outlet is Te Okenga ō Kaiwhare (The Gap), "the writhings of Kaiwhare". The entire coastal environment including Waitetura (North Piha Beach) and adjoining Kohunui Bay, was well known as an in-shore fishery where large quantities of tāmure (snapper) and pākirikiri (rock cod) where caught, along with a range of rocky shore shellfish species.

The rocky coastline immediately to the north of Piha was also an area noted for fishing and the gathering of kaimoana. Landmarks of significance to Te Kawerau ā Maki include Te Wahangū (a fortified pā), Arerorua (Whites Beach), Mauāharanui, Anawhata, Pārera (a fortified pā) and Puketai. The rugged coastline between Anawhata and Te Henga includes places of historical significance such as Whakatū, associated with the ancestor Kupe-mai-Tawhiti, and Wai-ō-Paikea. This latter bay is said to be one of the homes of Paikea, the taniwha who is the primary guardian of the Waitākere coastline.

Beyond this area is the large sandy embayment known collectively as Waitākere, taking its name from a wave-swept rock in Waitākere Bay at the northern end of Te Henga (Bethells Beach). Since the mid nineteenth century this coastal area has been the heartland of Te Kawerau ā Maki, as the focal point of the Waitākere and Puketōtara Native Reserve established in 1853. Ōtāwēwē at the southern end of Te Henga was noted as place for netting kanae (mullet) and a range of other fin fish. The rocky reefs at either end of the beach have long been valued as a source of kūtai (mussels), karengo (a type of seaweed), and in former times koura (crayfish). At the northern end of Te Henga (Bethells Beach) is the landmark island pā Te Ihumoana (Ihumoana Island), and beyond at Awa Kauwahaia (O'Neill Bay) stands the small island and pā known as Motu Kauwahaia. The coastline and seaway of Awa Kauwhaia are of considerable significance to Te Kawerau ā Maki as they are associated with waiata and traditions concerning to the ancestress Erangi. From these traditions come the names of the coastal landmarks, Erangi Point, Te Waharoa and Te Wahatahi.

Between Raetahinga, at the northern end of Awa Kauwahaia (O'Neill Bay), and Te Toheriri (Collins Bay) is a five kilometre stretch of rocky coastline bordered by high coastal cliffs. A coastal pathway known as Te Ara Kanohi, literally "the pathway of the eye" (expansive views), extended along the cliff-top as far as Tirikōhua Pā. Over many generations Te Kawerau ā Maki have accessed this rugged coastline from Parihoa (Constable Māori Reserve). This locality has long been renowned for the harvest of paua, kina and koura. The cliffs running south from Parihoa to Raetāhinga were also used by Te Kawerau ā Maki until the 1950s for the annual harvest of tītī (mutton birds), including a variety known as Pakahā. The resources of this area, which included karamea (ochre), were protected by fortified pā at Te Wahatahi and Tirikōhua.

At the northern end of this rocky stretch of coastline is Maukātia (formerly Maori Bay), where for generations Te Kawerau ā Maki used local basalt to manufacture stone weapons and implements. Adze "roughouts" were manufactured using basalt eroded from pillow lava at Maukātia. Grinding and polishing stones or hōanga were then used to finish adzes in nearby rock pools. One such place is found on a large rock in the inter-tidal zone at the southern end of the bay. Maukātia was also a seasonal kāinga, and the location of important Te Kawerau ā Maki wāhi tapu. At the northern end of Maukātia, and the southern end of Te One Rangatira (Muriwai Beach), is the important headland pā Ōtakamiro, so named after the ancestor Takamiro, who is credited with the

formation of parts of the coastal landscape extending south to Whatipu. The headland, and the Ngā-ana sea caves below it, are important wāhi tapu to Te Kawerau ā Maki.

Standing just off Ōtakamiro Point is the rock stack known as Motutara, "the island of the sea birds". Over the last forty years this bird colony has developed into one of New Zealand's most important tākapu (Australasian gannet) breeding colonies. Motutara was a kāinga occupied by Te Kawerau ā Maki until the 1870s. It was an important place for fishing, in particular at Te Tokaraerae (Flat Rock). Pekakuku Reef off Motutara was accessed in calm weather as a treasured source of kūtai and koura. Standing off Motutara is the island Motu-ō-Haea (Oaia Island), so named because of the highly visible guano deposits created by its teeming bird colony. Motu-ō-haea was also accessed in calm weather to gather bird eggs, birds and kekeno (fur seals) which were once plentiful along the entire coastal area to the south. The Motutara area was protected by fortified pā, including Ōtakamiro, Mātuakore and Tūkautū.

Te One Rangatira

Te Kawerau ā Maki hold an important shared ancestral relationship with Te One Rangatira, literally "the chiefly beach", now generally known as Muriwai Beach. In Te Kawerau ā Maki tradition this 48 km long beach holds the name Te One Rangatira as it is the longest beach in the Auckland region, but more particularly as it was named by the ancestor Rakataura. After exploring the Manukau Harbour and the Waitākere coastline, Rakataura journeyed along Te One Rangatira. Several place-names adjoining the beach commemorate his visit. At a spot well north of Waimanu (Muriwai Stream), Rakataura's eyes became irritated by wind-blown sand, hence the place name Ngā Mataparu. Rakataura and his party finally arrived at the entrance to the Kaipara Harbour. Here Rakataura conducted karakia, and erected a cairn to show that he had visited the district, and to claim mana over it. Because there was no wood or rock available among the extensive sand dunes, Rakataura ordered his people to catch sharks which were plentiful at the harbour entrance. The sharks were heaped into a cairn named Oeha. The locality became known as Rā putu mango, " the day of the heaping up of the sharks". Inside the harbour entrance is an area of shoals and a whirlpool known as Pokopoko ō Rotu, named after the Te Kawerau ā Maki ancestress Rotu who was the wife of Maki.

The southern end of Te One Rangatira is known traditionally as Paenga Tohorā, "the stranding place of the whales". This locality, as with the Whatipu coastline, has seen many whale strandings over the years, which provided an important bounty for generations of Te Kawerau ā Maki. A treasure that was harvested from the beach was the large bi-valve shellfish, the toheroa. Te Kawerau ā Maki oral tradition tells how vast quantities of toheroa were dried by the ancestor Te Au o Te Whenua, who occupied Te Korekore, the large headland pā overlooking the southern end of the beach. These dried toheroa were traded for delicacies from the Waitematā, such as dried pātiki (flounder) and dried tuna kiri parauri (a variety of eels). The Waimanu (Muriwai Stream) lagoon was used as a hauling out place for waka used by the occupants of Te Muriwai, a kāinga located inland of the stream.

Te One Rangatira and the adjoining coastal environment also have collective spiritual significance to Te Kawerau ā Maki. The beach and its associated landmarks are seen as being part of Te Rerenga Wairua, "the pathway of the souls of the dead," as they journey north from Hikurangi and Pukemōmore, at Te Henga, to Te Reinga, the departing place of the spirits.

Te Wairoa-ō-Kahu – "the long tidal channel of Kahu"

Te Kawerau ā Maki have a long and enduring relationship with the coastal environment of the upper Waitematā Harbour, known traditionally as Te Wairoa ō Kahu. This sheltered seaway provided an important route between the lower harbour and the overland portages to the Kaipara

Harbour. These portages began at Pītoitoi and Taurangatira in what is now the settlement of Riverhead. Kāinga were located on both sides of Te Wairoa ō Kahu. On the west, by way of example, were Taurangatira, Maraeroa, Ngongetepara, Te Rarawaru, Onekiritea and Tahingamanu. On the eastern side of the channel were Ōrangikanohi, Panepane Kōkōwai, Pāremoremo, Te Ōkinga ā Toroa, and Ōpaketai. In mid channel was the important seasonal kāinga of Te Pahi ō Te Poataniwha on Motu Pākihi (Herald Island).

The upper harbour area was well known for its diversity of fish resources, shellfish, eels found in its muddy estuaries like Waikōtukutuku, and as a place from which to harvest sea birds. Tahingamanu, an extensive area of tidal flats near present day Hobsonville, was particularly valued by Te Kawerau ā Maki until well into the twentieth century as a place to catch the kūaka (godwit) which flocked there in large numbers during late summer. Another coastal bird that was caught on the shores of Te Wairoa ō Kahu was the kororā (little blue penguin). It was caught during the brief period in autumn when its low oil content made the bird palatable. A favourite spot for catching the penguin was Ana Kororā, near present day Greenhithe.

Places of particular spiritual and historical importance to Te Kawerau ā Maki in this coastal environment are the fortified pā, Panepane Kōkōwai and Tauhinu. Another landmark of significance is Te Ure tū ā Hape, a rock standing off the entrance to the Ōruāmō Creek. It is a treasured reminder of the ancestor Rakataura (Hape) and his association with Te Wairoa ō Kahu and the surrounding area. This area of the harbour is especially significant as one of the homes of Mōkai ō Kahu, the guardian taniwha associated with the mid and upper Waitematā Harbour. His lair at the mouth of the Ōruāmō Creek is known in the traditions of Te Kawerau ā Maki as Ō-rua-ā-Mōkai-ō-Kahu.

Wai-te-matā-ō-Kahu

Te Kawerau ā Maki have an important shared ancestral and customary relationship with Wai-te-matā-ō-Kahu (the Waitematā Harbour). This relationship applies in particular to the western shores of the harbour from Wai o Pareira (Henderson Creek) to Te Auanga (Oakley Creek), and the eastern and northern shores of the harbour. The Waitematā Harbour takes its name from a mauri stone, “Te Mata,” placed on the rock of that name (Boat Rock) by the Te Arawa ancestor Kahumatamomoe. As descendants of the crew of the Arawa canoe, Te Kawerau ā Maki in time became guardians of this mauri, and retain the karakia associated with it to this day.

Places of particular significance to Te Kawerau ā Maki on the western side of the harbour include: Wai o Pareira, Kopupāka, Mānutewhau in the West Harbour-Massey area, Ōrukuwai and Ōrangihina on the Te Atatū Peninsula, Te Awa Whau (the Whau River) and Rangi Matariki, Motu Manawa, Te Kou and Te Auanga (Motumānawa / Pollen Island Marine Reserve). These kāinga were all associated with the seasonal harvest of the rich marine resources of the area. A place of considerable traditional importance to Te Kawerau ā Maki is Te Ara Whakapekapeka ā Ruarangi, “the diversion of Ruarangi” (Meola Reef). This reef was once a valued source of kūtai (mussels) before water quality issues began to arise in the harbour as a result of rapid urban growth in the catchment in the 1960s.

The historical focal point of Te Kawerau ā Maki associations with the lower Waitematā Harbour is Te Matarae ō Mana (Kauri Point). This fortified pā, named after the Te Kawerau ancestor Manaoterangi, and the adjacent kāinga of Rongohau (Kendall Bay), were occupied by Te Kawerau ā Maki, with others, until the early 1840s. Te Matarae ō Mana was strategically important as it controlled access to the upper harbour and overlooked a renowned tauranga mango (shark fishery). Other places of historical and cultural significance on this coastline include: Kaiwhānake,

Te Wā iti ō Toroa, and Onetaunga. Through descent from both Tawhiakiterangi and his wife Marukiterangi, Te Kawerau ā Maki have ancestral and customary interests in the Oneoneroa (Shoal Bay) area, with the kāinga of Awataha having been occupied by members of the tribe, with others until around 1920. The many coastal places of significance in this area include Te Onewa (Northcote Point), a fortified pā, Te Kōpua ō Matakerepo (Onepoto Basin), Te Kōpua ō Matakamokamo (Tuff Crater), Wakatatere, Waitītiko and Ngau te ringaringa (Ngataringa Bay).

Te Whenua roa ō Kahu – "the extensive landholding of Kahu"

Te Kawerau ā Maki have an important shared ancestral and customary relationship with Te Whenua roa ō Kahu (the North Shore) extending from Maunga ā Uika (North Head) to the Whāngaparāoa Peninsula, and including the adjoining seaways of Te Awanui ō Peretu (Rangitoto Channel) and Moana Te Rapu. This relationship also applies to the adjoining offshore islands extending from Rangitoto to Tiritiri Mātangi. The Devonport area is of historical importance to Te Kawerau ā Maki as the place at which the Tainui canoe first made landfall in the Waitematā Harbour, at Te Haukapua (Torpedo Bay). Several places on the eastern coastline of the North Shore are of particular importance to Te Kawerau ā Maki as they are directly associated with the ancestor Maki, his warrior sons, and their descendant the ancestress Kahu. These places include: Takapuna, Te Oneroa ō Kahu (Long Bay), Whakarewatoto (a battle site at Long Bay), Ōkura, Ōtaimaro, Te Ringa Kaha ā Manu and Karepiro (a battle site at Karepiro Bay, Weiti). The latter three sites are of significance as they are associated with the Te Kawerau ā Maki ancestor Taimaro (Manu).

The coastal environment of the Whāngaparāoa Peninsula contains a number of sites of historical and cultural significance to Te Kawerau ā Maki. They include: Rarohara (a fortified pā), Matakātia, Kotanui, Ōkoromai and Te Hāruhi (Shakespear Bay). Standing off the eastern end of the peninsula is the island of Tiritiri Mātangi, where Te Kawerau ā Maki have enduring associations including at the fortified pā Te Kawerau Pā (also known as Tiritiri Mātangi Pā. The seaways to the south and north of the Whāngaparāoa Peninsula are known respectively as Moana Te Rapu and Whānga-paraoa, because of their traditional association with the annual whale migration that took place through Te Moana nui ō Toi (the Hauraki Gulf).

Mahurangi

The wider coastal environment lying between Ōrewa and the Mahurangi River is known traditionally as Mahurangi. It takes its name from the small island pā located off the mouth of Awa Waiwerawera (the Waiwera River). Te Kawerau ā Maki have a shared ancestral and customary interest in this locality, which was named by the ancestor Rakataura, and which was occupied by Maki and his descendants. The customary relationship held by Te Kawerau ā Maki with the adjoining land block of Maungatauhoro was recognised by Te Kawerau rangatira and the Native Land Court when title to the Mahurangi reserve was investigated in 1866. The enduring Te Kawerau ā Maki relationship with this area, and its hot springs, was reflected by the fact that the late nineteenth and early twentieth century tribal leader, Te Utika Te Aroha, named one of his daughters Waiwera. This name has continued to be passed down within the iwi to commemorate the ancestral and customary association with Mahurangi.

Through descent from Maki and all four of his sons, Te Kawerau ā Maki have shared ancestral interests in the coastline extending to the north of Mahurangi. Places with which Te Kawerau ā Maki hold a special ancestral association include: Te Korotangi (a fortified pā at the mouth of Waihē, the Mahurangi River), Ōpāheke ō Rotu (Ōpāheke Point), Pukeruhiruhi (a fortified pā at Tāwharanui), and Te Hāwere ā Maki / Goat Island. Te Kawerau ā Maki ancestral and customary relationships with the coastal area north of Matakana were recognised by related Te Kawerau

rangatira when they were placed on the title to the Mangatāwhiri Block (Tāwharanui–Ōmaha) with other Te Kawerau people in 1873.

Te Kawerau ā Maki also have a shared ancestral association with the main islands standing off this coastline, in particular Te Kawau-tūmārō-ō-Toi (Kawau Island) and Te Hauturu-ō-Toi / Little Barrier Island. This association is claimed through the conquest of Hauturu by Maki and his brother Mataahu, and the subsequent occupation of the island by their descendants until the early 1840s. It was at this time that the Te Kawerau ā Maki rangatira Te Ngerengere is documented to have visited his Ngāti Manuhiri relative Taurekura on Hauturu. Te Kawerau ā Maki continue to treasure their ancestral relationship with Hauturu and the wider coastal environment that surrounds it, while also recognising the enduring kaitiaki role that their Ngāti Manuhiri whanaunga play.

MOTUTARA DOMAIN (PART MURIWAI BEACH DOMAIN RECREATION RESERVE)

Statutory Area

The area to which this Statutory Acknowledgement applies is the area known as Motutara Domain, part Muriwai Beach Domain Recreation Reserve, as shown on deed plan OTS-106-20.

Cultural, Spiritual, Historic and Traditional Association of Te Kawerau ā Maki with Motutara Domain

Motutara Domain (renamed Muriwai Beach Domain Recreation Reserve) is managed by the Auckland Council as part of Muriwai Regional Park. The Domain includes a number of landmarks of considerable spiritual, cultural and historical significance to Te Kawerau ā Maki. At the southern end of the Domain is Maukātia (Māori Bay) which is significant as it was a landmark named by the Tainui ancestor Rakataura. In Te Kawerau ā Maki tradition Rakataura also named the long beach (presently Muriwai Beach) that extends to the north of the Domain "Te One Rangatira" when he journeyed along it. Maukātia was also a place known for the manufacture of stone tools, which were fashioned from basalt taken from the cliffs behind the bay. This process is remembered by the name of a feature on the foreshore, Te Hōangatai. Maukātia and the sea caves at its northern end hold special significance as an ancestral burial place.

To the north of Maukātia is the headland and pā named Ōtakamiro, "the dwelling place of Takamiro", so named after an early Tūrehu ancestor of Te Kawerau ā Maki. Standing immediately to the west of Ōtakamiro Point is the large rock stack known as Motutara, "the island of the seabirds". This landscape feature is of importance to Te Kawerau ā Maki as part of the spiritual pathway to Te Reinga. It is now the focal point of a nationally significant tākapu (Australasian Gannet) breeding colony. Below the headland are the sea caves known as Ngā Ana which are wāhi tapu. At the northern end of the headland is the large rock shelf known to Te Kawerau ā Maki as Te Tokaraerae. It was, and still is, a place renowned for fishing during calm easterly weather. The valley behind Ōtakamiro was occupied by the Te Kawerau ā Maki rangatira Te Utika Te Aroha until the 1870s. The resources of the area were guarded by two inland fortified pā known to Te Kawerau ā Maki as Matuakore and Tūkautū.

Te Kawerau ā Maki have maintained an ongoing interested in the Domain and were involved in the establishment and opening of the visitor facility at the 'Tākapu Refuge' Australasian Gannet colony in 1979. They also hosted the Waitangi Tribunal at the site in March 2000.

WHATIPU SCIENTIFIC RESERVE

Statutory Area

The area to which this Statutory Acknowledgement applies is the Whatipu Scientific Reserve, as shown on deed plan OTS-106-21.

Cultural, Spiritual, Historic and Traditional Association of Te Kawerau ā Maki with Whatipu Scientific Reserve

The 820 hectare sand accretion known as the Whatipu Scientific Reserve is an area of considerable spiritual, historical and cultural significance to Te Kawerau ā Maki. The area is associated with the earliest period of human settlement in the region, and with early ancestors of Te Kawerau a Maki, including Tiriwa, Takamiro, Kupe-mai-Tawhiti, and several Ngāoho (Tainui) ancestors.

In Te Kawerau ā Maki tradition Whatipu is associated with guardian taniwha and ancient purakau (legends) that relate to the formation of the land. Whatipu also marks the south-western edge of the Te Kawerau ā Maki tribal rohe. Over many generations down to the present Whatipu has been a place famed for its kaimoana resources and has long been a stranding place of whales. In more recent years Te Kawerau ā Maki has played a ceremonial role in dealing with these strandings and helps manage the prized skeletal remains and teeth of the whales.

The Whatipu Scientific Reserve is a large sand accretion that has changed size and shape significantly over many centuries. It has particular significance to Te Kawerau ā Maki as a remaining portion of the once vast sand accretion known as Paorae. This sandy land contained settlements and a large area of cultivations known as Papakiekie, until most of it was eroded by the sea in the late eighteenth century.

Located within the scientific reserve are a group of islets and rocks that are known collectively as Te Kupenga ā Taramainuku, ‘the fishing net of Taramainuku’. They include Motu Paratūtai (Paratūtai Island), Te Toka Tapu ā Kupe / Ninepin Rock and Te Marotiri ō Takamiro (Cutter Rock).

Te Kawerau ā Maki continued to occupy Whatipu until well after the arrival of Europeans in the early 1850s, with Apiata Te Aitu living on the accretion until around 1880. The Kura Track at Whatipu recalls the Te Kawerau ā Maki kuia, Te Ipu Kura a Maki Taua, who in customary terms was a guardian of the area until her death in 1968.

The Crown gazetted the Whatipu sand accretion as a Scientific Reserve in 2002. Te Kawerau ā Maki have continued to play an active role in the interpretation of the area. Two carved pou, Tiriwa and Taramainuku, stand at the entrance to the reserve symbolising Te Kawerau ā Maki kaitiakitanga over Whatipu.

GOLDIE BUSH SCENIC RESERVE AND MOTUTARA SETTLEMENT SCENIC RESERVE

Statutory Area

The areas to which this Statutory Acknowledgement applies are known as Goldie Bush Scenic Reserve and Motutara Settlement Scenic Reserve, or to Te Kawerau ā Maki as "Te Taiapa," as shown on deed plan OTS-106-10.

Cultural, Spiritual, Historic and Traditional Association of Te Kawerau ā Maki Te Taiapa.

Te Taiapa is a place of considerable cultural, spiritual and historical significance to Te Kawerau ā Maki. The reserve is named after a fortified pā located at the western edge of the reserve on a promontory overlooking the Mokoroa Stream. The pā was distinguished by the fact that it was defended by "taiapa" (wooden palisades) rather than defensive ditches. Te Taiapa was essentially a defended food store for kūmara grown on the nearby river terraces in the locality known as Motu. It also is also a wāhi tapu and includes rakau tapu, or trees of ritual importance.

On the western edge of the reserve is the large waterfall known as Wairere. The Mokoroa Stream which flows from the falls is named after the taniwha Te Mokoroa who was the guardian of the surrounding area in ancient times. One of the homes of Te Mokoroa was the pool at the base of the falls. It is known as Te Rua ō Te Mokoroa, or "the lair of Te Mokoroa". This part of the reserve is known as Te Patunga ō Te Mokoroa, or "the place where Te Mokoroa was killed," by the ancestor Taiaoroa. Te Taiapa is also valued for its biodiversity, and in particular for its kōwhai groves which flower profusely at the onset of Kōanga or springtime.

Adjoining the Mokoroa Stream to the north is an area of land known as Te Rua o Te Moko/Motutara Settlement Scenic Reserve. This area was formerly a cultivation and papakāinga area occupied by Te Kawerau ā Maki until the mid nineteenth century. Here they provided shelter to the tribes of Tāmāki Makaurau during attacks by musket armed taua (war parties) in 1821. From Te Rua o Te Moko a pathway extended west to Parihoa, Te Waharoa, Tirikōhua and the coastal area known as Te Ara Kānohi.

HENDERSON VALLEY SCENIC RESERVE

Statutory Area

The area to which this Statutory Acknowledgement applies is the area known as Henderson Valley Scenic Reserve, or to Te Kawerau ā Maki as Ōpareira, as shown on deed plan OTS-106-09.

Cultural, Spiritual, Historic and Traditional Association of Te Kawerau ā Maki with Ōpareira

Ōpareira is a place of considerable spiritual and historical significance to Te Kawerau ā Maki. It is part of the wider locality known as Ōpareira, “the dwelling place of Pareira”. This ancestress was the niece of the famed early Māori voyager Toi Te Huatahi who visited the Auckland region over six centuries ago. When Toi Te Huatahi and his people explored the Waitematā Harbour, Pareira decided to settle at Wai o Pareira near the mouth of what is now the Henderson Creek. She and her people also occupied the Henderson Valley area seasonally to harvest the resources of the forest. Their settlement in this area was named Ōpareira. The area is therefore regarded and being of considerable historical importance because it is one of oldest settled areas in the district.

The scenic reserve and the catchment area adjoining it to the west are also of major significance as the upper part of the valley was an old burial place of Te Kawerau ā Maki for many generations. The Opanuku Stream, which borders the reserve, is named after the ancestress Panuku, and is associated with one of the oldest traditions of Te Kawerau ā Maki. The reserve is also valued for its biodiversity as an area of regenerating riparian forest.

SWANSON CONSERVATION AREA

Statutory Area

The area to which this Statutory Acknowledgement applies is the area known as the Swanson Conservation Area, or to Te Kawerau ā Maki as Waiwhauwhaupaku, as shown on deed plan OTS-106-08.

Cultural, Spiritual, Historic and Traditional Association of Te Kawerau ā Maki with Waiwhauwhaupaku

Waiwhauwhaupaku is the traditional name applying to the Swanson Stream and its margins. The area takes its name from the whauwhaupaku, or five finger shrub which once grew in profusion in the area. The stream and its margins provided a wide range of food resources, tuna (eels), and harakeke (flax) used for weaving and the production of cordage. In drier weather the valley was an important walking route between the tidal head of Wai Huruhuru Manawa (known locally as Huruhuru Creek), the inland pathways leading west to the Waitakere Valley, and east along the Pukewhakataratara ridge to the many settlements beside the upper Waitematā Harbour. The reserve is also valued by Te Kawerau a Maki for its remnant biodiversity and as an area of open space in an area that is coming under increasing urban pressure.

TE HENGA RECREATION RESERVE

Statutory Area

The area to which this Statutory Acknowledgement applies is the area known as Te Henga Recreation Reserve, or to Te Kawerau ā Maki as "Taumaihi", as shown on deed plan OTS-106-4.

Cultural, Spiritual, Historic and Traditional Association of Te Kawerau ā Maki with Taumaihi

Taumaihi is an area of major spiritual, cultural and historical importance to Te Kawerau ā Maki. The area's mauri or spiritual essence, and its traditional history, are of central importance to the mana and identity of Te Kawerau ā Maki.

Located at the northern end of Te Henga (Bethells Beach), the reserve extends from the iconic high point and former lookout of Taumaihi above the Waitākere River mouth, past Waitākere Bay and Awa Kauwahaia (O'Neill Bay), to Raetāhinga Point. The reserve contains iconic landmarks that feature in the traditions and waiata of Te Kawerau ā Maki, as well as former kāinga, cultivations, pā, wahi tapu, and places of historical and cultural significance. The present day public walkway through the reserve follows an old coastal walkway known in Te Kawerau ā Maki tradition as Te Ara Kanohi – 'the pathway of the eye' – so named because of its panoramic coastal views.

Taumaihi was originally part of the Waitākere Native Reserve. It was owned and occupied by Te Kawerau ā Maki until the early 1900s. Seasonal kainga and gardens were maintained behind Awa Kauwahaia (O'Neill Bay). A wide variety of kaimoana (sea food) was harvested from the adjoining coastline, and until the 1940s tītī (muttonbirds) were harvested from Kauwahaia Island and Ōpakahā at the northern end of the reserve. The resources of the area were formerly protected by fortified pā located at Motu Ihumoana, Motu Kauwahaia and Tangihau, which is located within the reserve.

The reserve and its immediate coastal environs contain places of major historical significance to Te Kawerau ā Maki as they are associated with the Ngāoho ancestress Erangi, and with the Te Kawerau ā Maki ancestor Taratūwhenua. The reserve contains several wahi tapu, or burial places, and a site known as Te Tokaraerae which was, and remains, an important place of ritual for Te Kawerau ā Maki. Te Kawerau ā Maki also recognise the significant landscape and ecological values of the reserve and support their conservation and enhancement.

RANGITOPUNI STREAM

Statutory Area

The area to which this Statutory Acknowledgement applies is the area known as Rangitōpuni Stream, or to Te Kawerau ā Maki as Manga Rangitōpuni, as shown on deed plan OTS-106-12.

Cultural, Spiritual, Historic and Traditional Association of Te Kawerau ā Maki with Manga Rangitōpuni.

Te Kawerau ā Maki hold significant historical, cultural and spiritual associations with Manga Rangitōpuni and its catchment. The Rangitōpuni Stream extends inland for approximately 15 kilometres from the head of the Waitematā Harbour at Riverhead to the extensive land block known as Pukeatua. Its large catchment is enclosed in the north-west by part of what is now Riverhead Forest and the high point of Te Ahu. In the north east the catchment covers the areas known as Pukekauere and Paeraorao, from which flows the tributary stream known as Huruhuru. On the east the catchment is enclosed by the sacred hill Pukeatua and the long ridgeline known as Heruroa. The main sub-catchment in this area is the Mahoenui Stream, which extends over the area now known as Coatesville. Within this catchment is located the wāhi tapu area known as Onehungahunga. At the south western edge of the catchment is the sacred hill known as Te Pane ō Poataniwha, named after the Te Kawerau ā Maki ancestor Poataniwha.

Within the southern portion of the stream catchment is the locality which gives the Rangitōpuni Stream its name. Here, in the early eighteenth century, Te Kawerau ā Maki concluded a series of peace making meetings with another tribe, in an event known as “Rangi tōpuni”, “the day of the (gifting of) the dog skin cloaks”.

Traditionally occupation was concentrated in the southern area of the catchment around the strategically important area of Rangitōpuni, now known as Riverhead. At the falls marking the outlet of the Rangitōpuni Stream were two kāinga (settlements) known as Taurangatira and Ōrangikānohi. The latter settlement was named after a Te Kawerau ā Maki ancestress. On the south-western edge of the lower catchment is the locality known as Papakoura, which is a reminder of the harvesting of the fresh water crayfish, and the wide array of food that was traditionally taken from the steam and its margins. Also located within this area of the Rangitōpuni Stream catchment are several localities of considerable historical importance, including Te Wā Tira, Rakau Tūrua, Kaiakeake and Moaruku. These places are of particular significance to Te Kawerau ā Maki as they are linked with the tradition “Ruarangi haerere”, associated with the ancestor Ruarangi and his eventful journey from Tāmaki Makaurau to Kaipara.

WAITĀKERE RIVER

Statutory Area

The area to which this Statutory Acknowledgement applies is the area known as the Waitākere River, or to Te Kawerau ā Maki as Te Awa Waitākere, as shown on deed plan OTS-106-13.

Cultural, Spiritual, Historic and Traditional Association of Te Kawerau ā Maki with Te Awa Waitākere

Te Awa Waitākere is of central importance to the identity of Te Kawerau ā Maki, as illustrated by the whakataukī:

Ko Puketōtara te maunga
Ko Waitākere te awa
Ko Te Au o Te Whenua te tangata
Ko Te Kawerau ā Maki te iwi

Puketōtara is the mountain
Waitākere is the river
Te Au o Te Whenua is the man
Te Kawerau ā Maki are the people

The Waitākere River is approximately 15.5 km long with an overall catchment area of 7140 hectares. It includes two tributary sub catchments – the Mokoroa Stream (2100 ha), and Waitī Stream (972 ha). Te Kawerau ā Maki view the Waitākere River and its catchment in a holistic manner as a living entity, with its physical form, biodiversity, and historical and cultural values seen as inextricably linked. The waterways, wetlands and lakes within the catchment are seen as having their own mauri, or spiritual essence and qualities. These vary from places where water and food are taken, to places to bathe, and places of ritual. There are also places within the river and its catchment that are tapu and restricted.

Although the Waitākere River is seen as one entity, it has many names. The name Wai-tākere comes from a wave-swept rock in Waitākere Bay located between Ihumoana Island and Kōtau Point. In former times the river turned north when it reached the coast and flowed out through this bay. The river now enters the sea to the south of Ihumoana Island.

For generations the Kawerau people have referred to the river as Waitākere. However, its more ancient name was “Te Awa Kōtuku”, or “the river of the white heron’s (*Egretta alba modesta*) plume.” This name came from the most distinctive feature of the river, the 100-metre-high Waitākere Falls, which stand out like a white plume against the green background of the forest. The river also had many specific locality names. The upper section of the river was known as “Waikirikiri”, or “the stream with the stony bed”. At Waikirikiri the river is joined by the “Waitipu”, literally “the stream that rises quickly in flood”, and the “Waitoru”, or “the stream of the toru tree” (*Toronia toru*). A short distance downstream is “Te Awa mutu”, literally “the end of the river”. It really means the point to which the river was navigable by canoe. Below that again is “Hūkerewai”, where the river “curls about and meanders”. Further on it is joined by the “Waihoroi” (Brissenden Stream), or literally “the stream where washing was done”. This was a name given in the late nineteenth century, when the Kawerau ā Maki people established a camp there while they worked in Burton’s flaxmill. At the junction of the Wairere Stream and the Waitākere River was the large lagoon known as “Te Roto”, “the lake”, and also “Te Rua ō Te Mokoroa”, “the lair of Te Mokoroa”, the guardian taniwha of the river. Te Mokoroa has another lair at the foot of the Mokoroa Falls, which were called “Wairere”, “the waterfall”. Below Te Roto is another section of the river known as

"Pā-harakeke", or the "clump of flax" (*Phormium tenax*). This was formerly the site of an artificially constructed fortified pā, located in the middle of the river. Here the Waitākere River slows as it reaches the shallows between Waitī and the river mouth. This section of the river is known as "Turingoi", or where the river "crawls along and flows slowly". The rocky ledge on the northern side of the river mouth is known as "Tauranga kawau", or "the roosting place of the shags", which are spiritual guardians to Te Kawerau ā Maki.

The Waitī Stream sub catchment is fed by Roto Wainamu (Lake Wainamu) which means "the lake of the sandfly or mosquito". The lake is fed by three streams at it southern end. Firstly there is "Waitohi", "the stream where baptismal rites were carried out". This is also the name of the waterfalls at the mouth of the stream. The next stream to the west is "Waikūkū", "the stream where the kūkupa or native pigeon (*Hemiphaga novaeseelandiae*) proliferated". To the north of Waikūkū is the stream valley known as "Toetoeroa", a name which refers to the expanse of toetoe (*Cortaderia fulvida*) which once grew there. The stream that provides the outlet to Roto Waimanu is also known as Wainamu. It flows north until it joins two other streams. The first is Wai ō Parekura. This is the "stream of Parekura". "Wai ō Pare" is also the name of the (naturally) in-filled lake or swamp from which the stream drains. The main stream that flows from the junction of Wainamu and Wai ō Pare to the Waitākere River is known as "Waitī", "the stream of the cabbage tree" (*Cordyline species*), which grows in profusion on its banks. From the stream comes the name of the Te Kawerau ā Maki village that was located at its mouth until the 1950s.

Many kāinga (settlements) and māra (cultivations) were located beside the Waitākere River. They included Ōhutukawa beside Lake Waimanu, Motu and Ōkaihau within the Mokoroa sub catchment, and Raumati, Pihāriki, Parawai, and Waitī beside the lower reaches of the river. The river provided a rich source of food, including pihariki (lamprey), kanae (mullet), tuna (eels), kokopu, inanga (whitebait), koura (fresh water crayfish) and range of waterfowl. Its margins also provided a major source of weaving materials, including harakeke (flax), ti (cabbage tree), raupo and kuta (sedges).

The resources of the river and its catchment were protected by fortified pā, including: Puketōtara, Te Tuahiwi ō Te Rangi, Te Taiapa, Koropōtiki, Te Pae Kākā, Poutūterangi and Pā Kōhatu. Burial places, and places associated with important historical events, are located throughout the Waitākere River catchment.

Today the Waitākere River wetland is seen as being of great natural and spiritual importance to Te Kawerau ā Maki. It is a home for "the children of Tane", including fish, eels, and birds such as the mātuku (bittern) and the mātātā (fernbird). These animals are seen as important links, both with the ancestral occupants, and as part of the ancient natural world which survives only in small remnant areas today.

The construction of the Waitākere Dam at the head of the catchment in 1910 (raised in height in 1927), impacted on river flows and raised the river bed several metres. This, combined with a major kauri timber milling operation 1925-1926, led to major and more regular flooding of the river, which in turn impacted on the old Te Kawerau ā Maki kāinga of Waitī. It also created the Te Henga wetland which is now seen as one of the Auckland region's most important wetland habitats. Te Kawerau ā Maki have been involved with local government in the planning for, and management of, the Waitākere River and its catchment since 1988.

TE WAI O PAREIRA/HENDERSON CREEK

Statutory Area

The area to which this Statutory Acknowledgement applies is the area known as Wai o Pareira / Henderson Creek and tributaries, as shown on SO Plan OTS-106-18.

Cultural, Spiritual, Historic and Traditional Association of Te Kawerau ā Maki with Wai o Pareira.

Wai o Pareira / Henderson Creek, its tributary streams and catchment, are of considerable spiritual, historical, traditional and cultural value to Te Kawerau ā Maki, who hold an ancestral relationship with the river dating back over centuries. The main tributaries of Wai o Pareira drain from Hikurangi, or the central Waitākere Ranges. The upper catchment extends for approximately fifteen kilometres from Pukematekeo in the north to Tītīrangi and Ōkaurirahi (Kaurilands) in the south east. It contains three sub catchments and tributaries, including: Wai Whauwhaupaku (Swanson Stream), Wai ō Panuku (Panuku Stream) and Wai Horotiu (Oratia Stream).

Wai Whauwhaupaku is a stream of considerable significance to Te Kawerau ā Maki. It and its tributary stream, Waimoko, flow from the eastern slopes of the sacred hill and tribal identifier Pukematekeo. In pre-European times the whole sub catchment was clothed in dense native forest and was renowned for its natural resources. Wai Whauwhaupaku was so named because of the whauwhaupaku or five finger shrub which grew in large numbers along its margins. The Waimoko tributary was named after the numerous native geckoes found in the area, and the Paremuka tributary after the fine quality muka, or weaving variety of flax, that grew in that stream valley. Over many generations the Wai Whauwhaupaku Stream valley was used as an inland walkway. Canoes would be left at the head of the Wai Huruhuru Manawa (Huruhuru Creek) tidal inlet and travellers would then walk inland to the pā above Swanson known as Pukearuhe, or further on via the northern Pukewhakataratara ridge to the Waitākere River valley and Te Henga.

The southern-most sub catchment of Wai o Pareira is Waihorotiu (the Oratia Stream). The stream was named after horotiu (landslips) that often occurred at the head of its catchment. It, and the middle and lower part of the sub catchment, also take the name “Ora tia “ from the Te Kawerau ā Maki pā and kāinga of that name located in the Holden’s Road area of Oratia. In pre-Euopean times the upper part of this sub catchment was distinguished by its mature kauri forest, as remembered in the locality name Ōkaurirahi – “the place of the huge kauri trees”.

The central sub catchment is Wai ō Panuku (the Ōpanuku Stream). It rises on the sacred slopes of the hill known as Rua ō Te Whenua and the equally significant hill Parekura. Both places are inextricably linked in one of the oldest traditions of Te Kawerau ā Maki. Parekura and his wife Panuku were both of chiefly birth, and are said to have remained deeply in love throughout their lives. After his death Parekura became the hill of that name, which stands at the head of Henderson Valley. From Parekura forever flows the stream Wai-ō-Panuku which embodies the spiritual essence of Panuku. At the head of this catchment is a sacred area, formerly one of the main burial places of Te Kawerau ā Maki. In the mid catchment is an old settlement area known as Ōpareira, “the dwelling place of Pareira”. The occupation of the lower part of the catchment is reflected in the name of a small tributary stream, Waitaro, “the stream of the taro cultivations”.

Wai o Pareira and Wai Horotiu meet at Te Kōpua (Falls Park, Henderson). This place, at the head of the tidal reaches of Wai o Pareira, was of strategic importance to Te Kawerau ā Maki – it was located at the head of navigation of the tidal river and was the beginning point for a number of inland pathways. As a result Te Kōpua was defended by a small pā, now destroyed by urban development.

The whole tidal section of what is now commonly known as Henderson Creek is also known by the traditional name Wai-ō-Pareira, “the river of Pareira”. (The name also applied to the bay that now contains the West Harbour Marina). This treasured name commemorates the ancestress Pareira, who was the niece of the renowned ancestor and voyager Toi Te Huatahi. When Toi and his people visited the Waitematā harbour centuries ago Pareira decided to make her home at the mouth of Wai-ō-Pareira.

Te Kawerau ā Maki formerly occupied kāinga around the river mouth at Ōrukuwai on the Te Atatū Peninsula, and at Kōpūpāka and Mānutewhau in the Massey and West Harbour area. Mānutewhau was so named because it was a favourite place within the river for netting fish; the name literally means “the floats (of the nets) made from whau wood”. This area around the river mouth was also a favourite place from which to harvest tūangi (Cockles), pipi, and tio (oysters).

The stretch of water running inland to the junction with Wai Huruhuru Manawa (Huruhuru Creek) was known traditionally as Taimatā, after its broad, “glistening waters”. The Wai Huruhuru Manawa inlet was frequently used to travel inland, and was named after the aerial roots of the manawa (mangroves) which are a distinctive feature of the river at low tide. Further upstream was an area that was treasured as the roosting place of the kōtuku, white heron, during its annual northern migration. Up river of the North Western motorway was an area known as Te Tāhuna after the sandbanks which were once there. This area was also a favoured netting area where fish were caught in shallow water on the outgoing tide. It was also a well known area in former times for catching tamure (snapper). In the vicinity of what is now Waitākere Stadium, shell middens indicate the presence of former kāinga. The river margins were once famed for their flowering kōwhai groves, the remnants of these which are still treasured. Between this point and Te Kōpua are several wāhi tapu, or sacred areas.

KUMEU RIVER

Statutory Area

The area to which this Statutory Acknowledgement applies is the area known as the Kumeū River, or to Te Kawerau ā Maki as "Te Awa Kumeū", as shown on deed plan OTS-106-11.

Cultural, Spiritual, Historic and Traditional Association of Te Kawerau ā Maki with Te Awa Kumeū

Te Kawerau ā Maki have a significant ancestral and customary relationship with Te Awa Kumeū, which is the main waterway in the upper Kaipara River catchment. The mātāpuna, or source of the Kumeū River, is formed by the northern slopes of Pukematekeo, a hill of spiritual significance to Te Kawerau ā Maki. The main tributary stream in the area is the Mangatoetoe, so named because of the profusion of toetoe (*Cortaderia fulvida*) which once grew along its margins. A number of small tributary streams also join the head of the Kumeū River from the west. These streams are important as they flow from the line of hills known as "Ngā Rau Pou Tā Maki", "the many posts of Maki", so named after the Te Kawerau ā Maki ancestor Maki. These hills include Huranui, Maungakarikari, Te Heke, Papatāwhara and Te Pou ā Maki.

The upper reaches of the Kumeū River provided a significant source of harakeke (flax) and toetoe used for weaving purposes. The catchment was formerly clothed in kahikatea forest and was therefore an ideal place for hunting kūkupa (native pigeons). An important west-east walkway crossed the southern extremity of the catchment between the Waitākere River valley and Mānutewhau, Wai o Pareira and Ngongetepara (Brigham's Creek) on the Waitematā Harbour. The ridgeline of Ngā Rau Pou Tā Maki, marking the western edge of the catchment, provided an important north-south walkway between the Waitākere River valley and the Muriwai valley.

Near the present day Taupaki village, the Kumeū River is joined by the large tributary, the Pakinui Stream. This stream is named after a peace agreement that was reached in the area many generations ago by the early ancestors of Te Kawerau ā Maki. This historical event was associated with the earliest known battle fought in the district by an ancestor known as Te Kauea, who was of Ngā Tini ō Toi. From an incident in the battle comes the name Kume-ū. This area, located to the north-east of Taupaki village, gives its name to the Kumeū River.

From its junction with the Pakinui Stream, the Kumeū River flows past a sacred locality known as Te Ahi Pekapeka. It then reaches Te Tōangaroa, the Kaipara portage, at the southern end of what is now the village called Kumeu. This area was known traditionally as Wai-paki-i-rape. In pre-European times the area was of considerable strategic importance as it was located at the western end of a canoe portage and walking track that extended east to Maraeroa and Pītotoi at Riverhead.

Beyond Wai-paki-i-rape the Kumeū River flows to Tūraki-awatea, which is now known by the modern name Huapai. The traditional place names Tūraki-awatea, Wai-paki-ī-rape and Waikoukou are a reminder of the journey that the Te Kawerau ā Maki ancestor Ruarangi, made into the district from Tāmaki Makaurau, likely in the sixteenth century. The Kumeū River then flows west for three kilometres across an area known as Te Ihumātao. At Kāhukuri the Kumeu River is joined by the Ahukuramu Stream (or Ahukāramuramu) from the south, and the Waikoukou Stream from the north. Both streams are important in the history of Te Kawerau ā Maki as they were the locations of important peace-making meetings, known as Kāhukuri and Kāhutōpuni. Just west of the junction of these streams is the low-lying area known as Waimauku. It was so named as when the river was in flood only the tops of the Tī mauku (cabbage trees) were visible above the water.

After passing beyond the high point known as Taumata, the Kumeū River becomes the Kaipara River. Te Kawerau ā Maki have a shared ancestral association with the river beyond this point north to Kōpironui, where members of Te Kawerau ā Maki still own land, and on to the outlet of the Kaipara River at Kaikai (Mount Rex), a pā built by the ancestor Maki and his sons. Nearby at Mimihānui is the birthplace of Te Kawerau ā Maki (also known as Tawhiakiterangi), the eponymous ancestor of the iwi. Upstream of Te Awaroa (Helensville) is the locality known as "Te Pūtōrino ā Tangihua" which is a reminder of Tangihua, the taniwha kaitiaki, or spiritual guardian, who protects the Kaipara and Kumeū Rivers and their tributary streams in their entirety.

5 DEED OF RECOGNITION

THIS DEED is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation

1 INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –

1.1.1 [***name***] (the settling group); and

1.1.2 [***name***] (the governance entity).

1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):

1.2.1 [***name***] (as shown on deed plan [***number***]):

1.2.2 [***name***] (as shown on deed plan [***number***]).

1.3 Those statements of association are –

1.3.1 in the documents schedule to the deed of settlement; and

1.3.2 copied, for ease of reference, in the schedule to this deed.

1.4 The Crown has acknowledged the statements of association in the [***name***] Act [***year***], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.

2.2 Clause 2.1 applies to each of the following activities (the identified activities):

2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977:

2.2.2 preparing a national park management plan under the National Parks Act 1980:

2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:

(a) to identify and protect wildlife or indigenous plants:

(b) to eradicate pests, weeds, or introduced species:

(c) to assess current and future visitor activities:

(d) to identify the appropriate number and type of concessions:

2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river:

2.2.5 locating or constructing structures, signs, or tracks.

2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

3 LIMITS

3.1 This deed –

3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and

3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and

3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and

3.1.4 is subject to the settlement legislation.

4 TERMINATION

4.1 This deed terminates in respect of a statutory area, or part of it, if -

4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing; or

4.1.2 the relevant area is disposed of by the Crown; or

4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.

4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any

identified activities in relation to the area with the new Minister and/or Crown official responsible for that activity.

5 NOTICES

5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is -

Area Manager,
Department of Conservation,
[***address***].

6 AMENDMENT

6.1 This deed may be amended only by written agreement signed by the governance entity and the Minister of Conservation and the Director-General of Conservation.

7 NO ASSIGNMENT

7.1 The governance entity may not assign its rights under this deed.

8 DEFINITIONS

8.1 In this deed -

Crown has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

deed means this deed of recognition as it may be amended from time to time; and

deed of settlement means the deed of settlement dated [***date***] between the settling group, the governance entity, and the Crown; and

Director-General of Conservation has the same meaning as Director-General in section 2(1) of the Conservation Act 1987; and

governance entity has the meaning given to it by the deed of settlement; and

identified activity means each of the activities specified in clause 2.2; and

Minister means the Minister of Conservation; and

settling group and [***name***] have the meaning given to them by the deed of settlement; and

settlement legislation means the Act referred to in clause 1.4; and

statement of association means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the statutory area; and

writing means representation in a visible form on a tangible medium (such as print on paper).

9 **INTERPRETATION**

9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meanings where used in this deed.

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.

9.8 A reference to -

9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and

9.8.2 legislation meansthat legislation as amended, consolidated, or substituted.

9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

5: DEED OF RECOGNITION

SIGNED as a deed on [***date***]

SIGNED for and on behalf of
THE CROWN by –

The Minister of Conservation in the presence of -

_____

WITNESS

_____

Name:

Occupation:

Address:

The Director-General of Conservation in the presence of –

_____

WITNESS

_____

Name:

Occupation:

Address:

Schedule

Copies of Statements of Association

[*Name of area*] (as shown on deed plan [***number***])

[***statement of association***]

[*Name of area*] (as shown on deed plan [***number***])

[***statement of association***]

6 PROTOCOLS

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH TE KAWERAU A MAKI BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS

1 INTRODUCTION

1.1 Under the Deed of Settlement dated [ ] between Te Kawerau ā Maki and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a Protocol (the "**Protocol**") setting out how the Ministry of Business, Innovation and Employment (the "**Ministry**") will consult with Te Kawerau ā Maki governance entity on matters specified in the Protocol.

1.2 Both the Ministry and Te Kawerau ā Maki are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.

1.3 Section 4 of the Crown Minerals Act 1991 (the "**Act**") requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. The minerals programmes set out how this requirement will be given effect to.

1.4 The Minister and the Ministry recognise that the Te Kawerau Iwi Settlement Trust ("**Settlement Trust**") is the governance entity of Te Kawerau ā Maki and represents the iwi.

1.5 Te Kawerau ā Maki are tāngata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.

2 PURPOSE OF THIS PROTOCOL

2.1 With the intent of creating a constructive relationship between Te Kawerau ā Maki and the Ministry in relation to minerals administered in accordance with the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol.

2.2 The Settlement Trust will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3 PROTOCOL AREA

3.1 This Protocol applies to the area shown on the map in Appendix A and does not go beyond the sovereign territory of New Zealand.

4 TERMS OF ISSUE

4.1 This Protocol is issued pursuant to section [ ] of [ ] (the "**Settlement Legislation**") that implements clause [ ] of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

4.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

5 CONSULTATION

5.1 The Minister will ensure that the Settlement Trust is consulted by the Ministry:

New minerals programmes

(a) on the preparation of a draft minerals programme, or a proposed change to a minerals programme (unless the change is one to which section 16(3) of the Act applies), which relate, whether wholly or in part, to the Protocol Area;

Petroleum exploration permit block offers

(b) on the planning of a competitive tender allocation of a permit block for petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and the relevant minerals programme), which relates, whether wholly or in part, to the Protocol Area. This will include outlining the proposals for holding the block offer, and consulting with the Settlement Trust on these proposals over the consultation period set out in the relevant minerals programme;

Other petroleum permit applications

(c) when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1(b);

Amendments to petroleum permits

(d) when any application to amend a petroleum permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

(e) on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and any relevant minerals programme) which relates, whether wholly or in part, to the Protocol Area;

Other permit applications for Crown owned minerals other than petroleum

(f) when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1(e) or where the application relates to newly available acreage;

Newly available acreage

(g) when the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Protocol Area;

Amendments to permits for Crown owned minerals other than petroleum

(h) when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Protocol Area; and

Gold fossicking areas

(i) when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the Protocol Area.

5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with the Settlement Trust, and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

6 IMPLEMENTATION AND COMMUNICATION

6.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 5.1. The Ministry will consult with the Settlement Trust in accordance with this Protocol if matters described in clause 5.1 of this Protocol may affect the interests of Te Kawerau ā Maki.

6.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with the Settlement Trust in each case are:

(a) ensuring that the Settlement Trust is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;

(b) providing the Settlement Trust with sufficient information to make informed decisions and submissions;

(c) ensuring that sufficient time is given for the participation of the Settlement Trust in the decision making process and to enable it to prepare its submissions; and

(d) ensuring that the Ministry will approach the consultation with the Settlement Trust with an open mind, and will genuinely consider the submissions of the Settlement Trust.

7 DEFINITIONS

7.1 In this Protocol:

Act means the Crown Minerals Act 1991 as amended, consolidated or substituted;

Chief Executive means the Chief Executive of the Ministry of Business, Innovation and Employment;

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

Crown owned minerals means any mineral that is the property of the Crown;

Deed of Settlement means the Deed of Settlement dated [ ] between the Crown and MTT;

Hapū has the meaning set out in clause [ ] of the Deed of Settlement;

mineral means a naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water; and includes all metallic minerals, non-metallic minerals, fuel minerals, precious stones, industrial rocks and building stones, and a prescribed substance within the meaning of the Atomic Energy Act 1945;

Minister means the Minister of Energy and Resources;

Ministry means the Ministry of Business, Innovation and Employment;

newly available acreage is a method for allocating permits for minerals (excluding petroleum) as set out in the Minerals Programme for Minerals (Excluding Petroleum) 2013

petroleum means—

(a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid, or solid state; or

(b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or

(c) any naturally occurring mixture of 1 or more hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and 1 or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide—

and, except in sections 10 and 11, includes any petroleum as so defined which has been mined or otherwise recovered from its natural condition, or which has been so mined or otherwise recovered but which has been returned to a natural reservoir for storage purposes; and

protocol means a statement in writing, issued by the Crown through the Minister to Te Kawerau ā Maki under the Settlement Legislation and the Deed of Settlement and includes this Protocol.

ISSUED ON [ ]

SIGNED for and on behalf of

THE SOVEREIGN

in right of New Zealand by

the Minister of Energy and Resources.

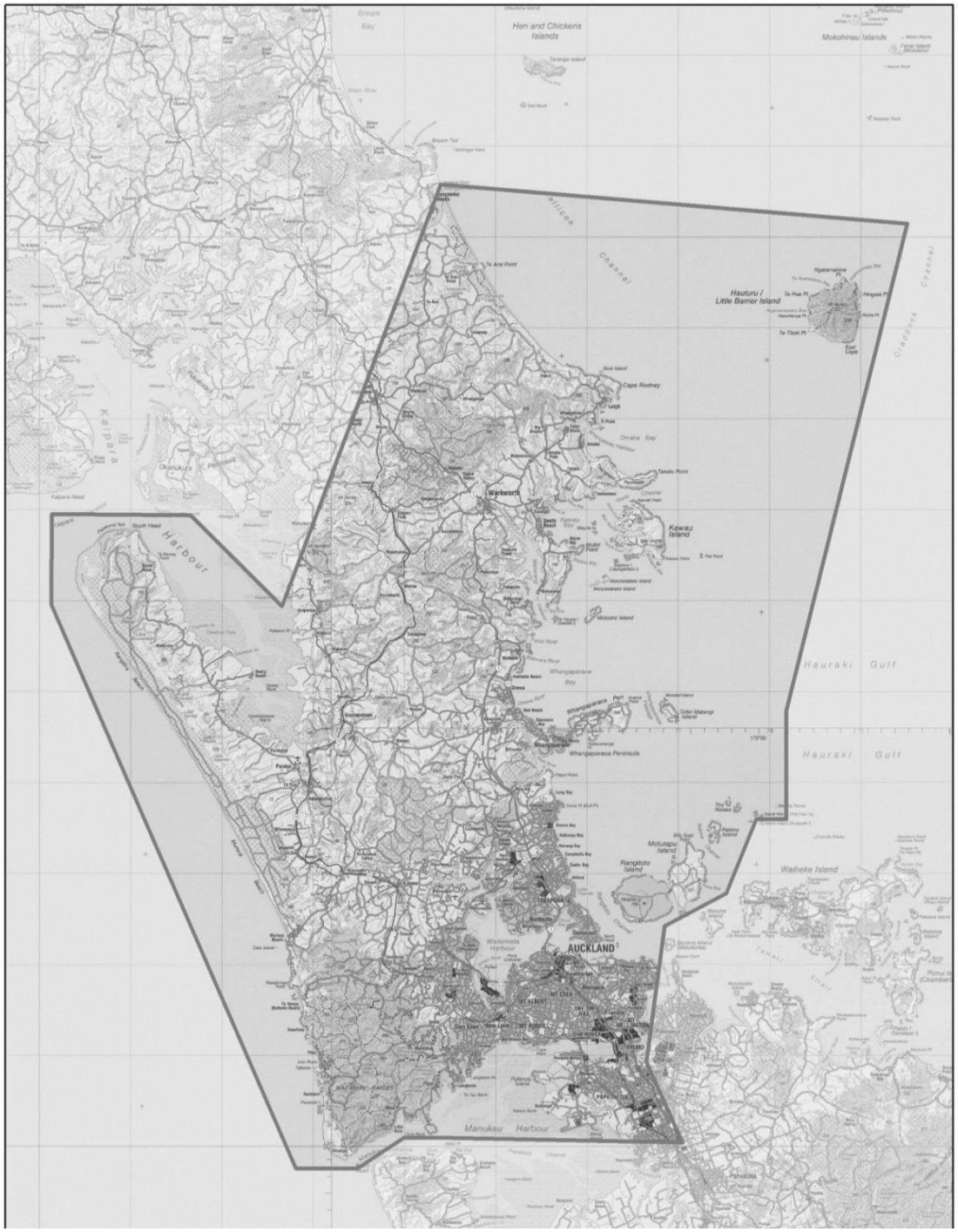
WITNESS

Name_____

Occupation_____

Address_____

ATTACHMENT A
PROTOCOL AREA MAP



ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

1.1 The Minister or [ ] may cancel this Protocol.

1.2 The Protocol can only be amended by agreement in writing between the Minister and [ ].

2. Noting

2.1 A summary of the terms of this Protocol must be added:

2.1.1 in a register of protocols maintained by the chief executive; and

2.1.2 in the minerals programme affecting the Protocol Area when those programmes are changed;

but the addition:

2.1.3 is for the purpose of public notice only; and

2.1.4 does not change the minerals programmes for the purposes of the Crown Minerals Act 1991 (section [ ]).

3. Limits

3.1 This Protocol does not -

3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section [ ]); or

3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of [ ] or a representative entity (section [ ]); or

3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section [ ]); or

3.1.4 [affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (section [ ]).]

3.2 In this summary of the Terms of Issue, "representative entity" has the same meaning as it has in the Deed of Settlement.

4. Breach

4.1 Subject to the Crown Proceedings Act 1950, [ ] may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section [ ]).

4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause [ ]).

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH TE KAWERAU Ā MAKI ON SPECIFIED ISSUES

1 INTRODUCTION

1.1 Under the Deed of Settlement dated xx between Te Kawerau ā Maki and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "Minister") would issue a protocol (the "Protocol") setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the "Chief Executive") will interact with the governance entity on matters specified in the Protocol. These matters are:

1.1.1 Protocol Area – Part 2

1.1.2 Terms of issue – Part 3

1.1.3 Implementation and communication – Part 4

1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5

1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6

1.1.7 Effects on Te Kawerau ā Maki interests in the Protocol Area – Part 7

1.1.8 Registration as a collector of Ngā Taonga Tūturu – Part 8

1.1.9 Board Appointments – Part 9

1.1.10 National Monuments, War Graves and Historical Graves – Part 10

1.1.11 History publications relating to Te Kawerau ā Maki – Part 11

1.1.12 Cultural and/or Spiritual Practices and professional services – Part 12

1.1.13 Consultation – Part 13

1.1.14 Changes to legislation affecting this Protocol –Part 14

1.1.15 Definitions – Part 15

1.2 For the purposes of this Protocol the governance entity is the body representative of the whānau, hapū, and iwi of Te Kawerau ā Maki who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

1.3 Manatū Taonga also known as the Ministry (the Ministry) and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.

1.4 The purpose of the Protected Objects Act 1975 ("the Act") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.

1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in clause 1.1, as set out in clauses 5 to 11 of this Protocol.

2 PROTOCOL AREA

2.1 This Protocol applies across the Protocol Area which is identified in the map included in Attachment A of this Protocol together with adjacent waters (the "Protocol Area").

3 TERMS OF ISSUE

3.1 This Protocol is issued pursuant to section xx of the Te Kawerau ā Maki Settlement Act ("the Settlement Legislation") that implements the Te Kawerau ā Maki Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

4.1 The Chief Executive will maintain effective communication with the governance entity by:

4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;

4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;

4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;

4.1.4 meeting with the governance entity to review the implementation of this Protocol at least once a year, if requested by either party;

4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Chief Executive under it;

4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and

4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

General

5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:

5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Te Kawerau ā Maki origin found anywhere else in New Zealand;

5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Te Kawerau ā Maki origin found anywhere else in New Zealand;

5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Te Kawerau ā Maki origin found anywhere else in New Zealand;

5.1.4 notify the governance entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Te Kawerau ā Maki origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

5.1.5 notify the governance entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Te Kawerau ā Maki origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Ownership of Taonga Tūturu found in Protocol Area or identified as being of Te Kawerau ā Maki origin found elsewhere in New Zealand

5.2. If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Te Kawerau ā Maki origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Te Kawerau ā Maki origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

Custody of Taonga Tūturu found in Protocol Area or identified as being of Te Kawerau ā Maki origin found elsewhere in New Zealand

5.5 If the governance entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Te Kawerau ā Maki origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:

5.5.1 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and

5.5.2 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Te Kawerau ā Maki origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.

5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Te Kawerau ā Maki origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of the Chief Executive's decision.

6. THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:

6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or

6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand.

6.2 The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

7. EFFECTS ON TE KAWERAU Ā MAKI INTERESTS IN THE PROTOCOL AREA

7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Te Kawerau ā Maki interests in the Protocol Area.

7.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Te Kawerau ā Maki interests in the Protocol Area.

7.3 Notwithstanding paragraphs 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Te Kawerau ā Maki interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

8. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

8.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tūturu.

9. BOARD APPOINTMENTS

9.1 The Chief Executive shall:

9.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;

9.1.2 add the governance entity's nominees onto Manatū Taonga/Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and

9.1.3 notify the governance entity of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

10. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

10.1 The Chief Executive shall seek and consider the views of the governance entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Te Kawerau ā Maki's interests in the Protocol Area. For the avoidance of any doubt, this does not include normal maintenance or cleaning.

10.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

11. HISTORY PUBLICATIONS

11.1 The Chief Executive shall:

11.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to, Te Kawerau ā Maki; and

11.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Te Kawerau ā Maki:

(a) from an early stage;

(b) throughout the process of undertaking the work; and

(c) before making the final decision on the material of a publication.

11.2 It is accepted that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the governance entity, is entitled to make the final decision on the material of the historical publication.

12. PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

12.1 Where the Chief Executive request's cultural and/or spiritual practices to be undertaken by Te Kawerau ā Maki within the Protocol Area, the Chief Executive will make a contribution subject to prior mutual agreement, to the costs of undertaking such practices.

12.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.

12.3 The procurement by the Chief Executive of any such services set out in clauses 12.1 and 12.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

13. CONSULTATION

13.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:

13.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;

13.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

13.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;

13.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and

13.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

14 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

14.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:

14.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

14.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and

14.1.3 report back to the governance entity on the outcome of any such consultation.

15. DEFINITIONS

15.1 In this Protocol:

Chief Executive means the Chief Executive of Manatū Taonga also known as the Ministry for Culture and Heritage and includes any authorised employee of Manatū Taonga also known as the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement

Expert Examiner has the same meaning as in section 2 of the Act and means a body corporate or an association of persons

Found has the same meaning as in section 2 of the Act and means:

> in relation to any Taonga Tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings

governance entity means xxx

Ngā Taonga Tūturu has the same meaning as in section 2 of the Act and means two or more Taonga Tūturu

Te Kawerau ā Maki has the meaning set out in clause xx of the Deed of Settlement

Protocol means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol

Taonga Tūturu has the same meaning as in section 2 of the Act and means:

an object that —

(a) relates to Māori culture, history, or society; and

(b) was, or appears to have been,—

(i) manufactured or modified in New Zealand by Māori; or

(ii) brought into New Zealand by Māori; or

(iii) used by Māori; and

(c) is more than 50 years old

ISSUED on

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister for Arts, Culture and Heritage:

WITNESS

_____

Name:

Occupation:

Address:

ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

1.1 The Minister may amend or cancel this Protocol, but only after consulting with the governance entity and having particular regard to its views (section [ ]).

2. Limits

2.1 This Protocol does not -

2.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law and government policy, including:

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapu, marae, whanau, or representative of tangata whenua (section [ ]); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of [ ] (section [ ]); or

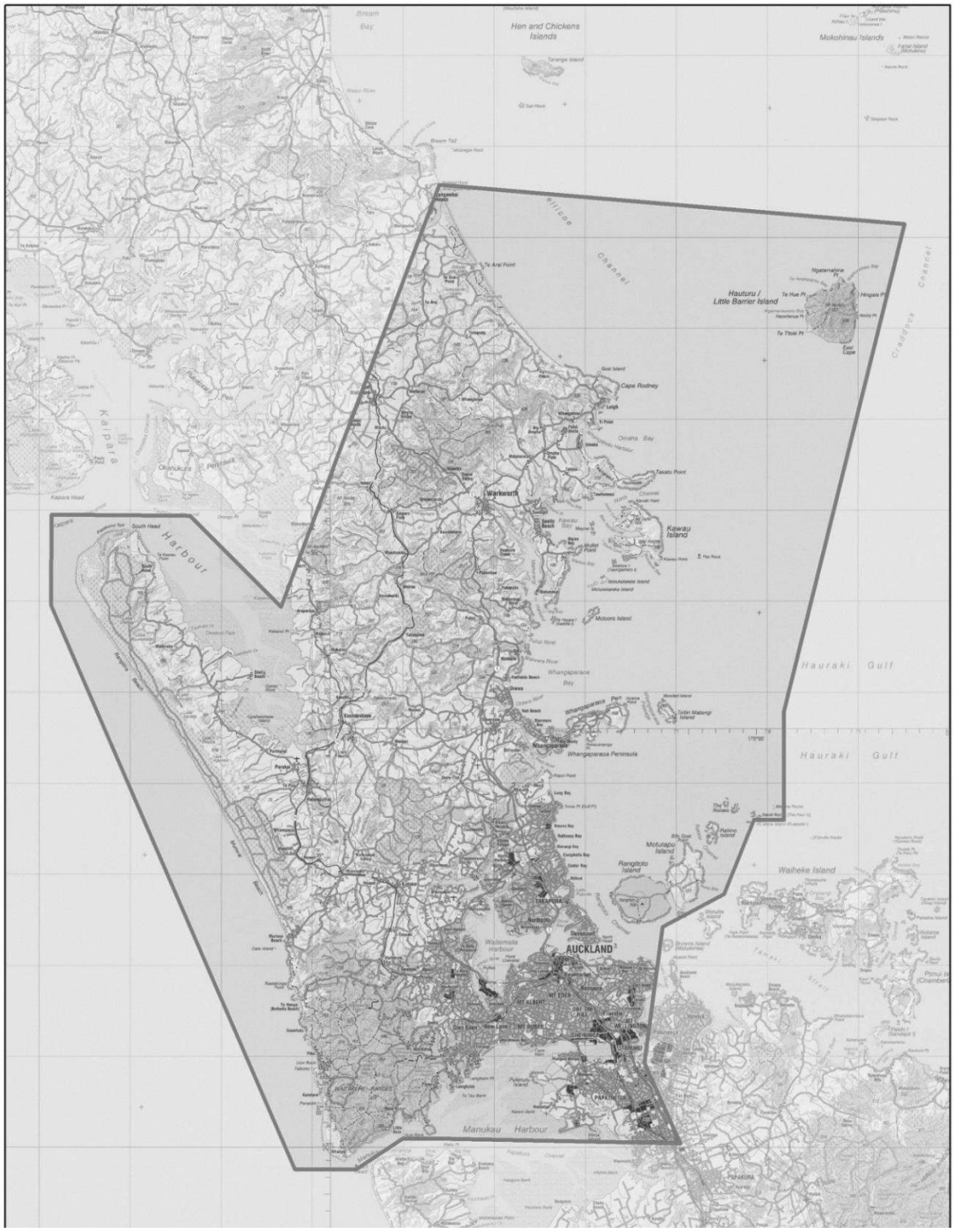
2.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to, taonga tūturu.

3. Breach

3.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section [ ]).

3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause [ ]).

ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



7 ENCUMBRANCES

7.1 MURIWAI CONSERVATION COVENANT

CONSERVATION COVENANT

(Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN (the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values

B The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated ….. and implemented by the …… Act …..

C The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.

D The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"**Conservation Purposes**" means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational

	enjoyment by the public, and safeguarding the options of future generations.
"**Conservation Values**"	means the conservation values specified in Schedule 1.
"**Covenant**"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"**Director-General**"	means the Director-General of Conservation.
"Fence"	includes a gate.
"**Fire Authority**"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"**Land**"	means the land described in Schedule 1.
"**Minerals**"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"**Minister**"	means the Minister of Conservation.
"**Natural Water**"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"**Owner**"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"**Reserve Values**"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"**Working Days**"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.

1.2.2 references to clauses are references to clauses in this Covenant.

1.2.3 references to parties are references to the Owner and the Minister.

1.2.4 words importing the singular number include the plural and vice versa.

1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.

1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.

1.2.7 words importing one gender include the other gender.

1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserves Values;

2.1.3 to provide, subject to this Covenant, freedom of access to the public, on foot, for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 the planting of any species of exotic tree, shrub or other plant;

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;

3.2.7 comply with all requisite statues, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 PUBLIC ACCESS

4.1 The Owner must, subject to this Covenant, permit the public to enter upon the Land on foot.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 JOINT OBLIGATIONS

The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

7 DURATION OF COVENANT

7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

8 OBLIGATIONS ON SALE OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

10 MISCELLANEOUS MATTERS

10.1 Rights

10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

10.2 Trespass Act:

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 Reserves Act

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

10.4 Titles

10.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to the Land.

10.5 Acceptance of Covenant

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

10.6 Fire

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11 DEFAULT

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

12 DISPUTE RESOLUTION PROCESSES

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

12.2 **Mediation**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

12.3 **Failure of Mediation**

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

13 NOTICES

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

(a) in the case of personal delivery, on the date of delivery;

(b) in the case of pre-paid post, on the third working day after posting;

(c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

14 SPECIAL CONDITIONS

14.1 Special conditions relating to this Covenant are set out in Schedule 3

14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

Signed by _____as)
Owner in the presence of:)

Witness: _____

Address: _____

Occupation: _____

Signed by _____ and)
acting under a written delegation from the Minister)
of Conservation and exercising his/her powers under)
section 117 of the Reserves Act 1977 as designated)
Commissioner in the presence of::)

Witness: _____

Address: _____

Occupation: _____

SCHEDULE 1

Description of Land:

Part (approximately 1 hectare, subject to survey) of Section 24S Motutara Settlement.

Pursuant to the Reserves Act 1977, Section 24S Motutara Settlement was declared to be classified as a reserve for scenic purposes, subject to section 19 (1) (a) of the Reserves Act (Part New Zealand Gazette, 23 August 1979, No.79, page 2521).

Conservation Values to be protected:

The intrinsic value of the natural resources on the land, and the appreciation and enjoyment that may be derived by the public from the opportunity to visit the area. The land supports indigenous vegetation, providing habitat for indigenous fauna including kereru and a good range of common bush birds. It forms part of a reserve traversed by a popular walkway, which provides an opportunity to experience a remnant of the indigenous flora and fauna that once dominated the surrounding landscape.

Reserve Values to be protected:

The natural landscape amenity values of the area and the natural environment values represented by the indigenous flora and fauna on the land. The land is part of a substantial block of indigenous vegetation that contributes to the natural character and open space values of an otherwise semi-rural pastoral landscape.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

Conservation Partnerships Manager
Department of Conservation
Ground Floor - Building 2
Carlaw Park Commercial
12-16 Nicholls Lane
Parnell
Auckland

The address for service of the Minister is:

The Area Manager
Department of Conservation
North Head Historic Reserve
18 Takarunga Road
Devonport
North Shore 0624

SCHEDULE 3

Special Conditions

1. The Owner may undertake minor clearance of vegetation for the purposes of access to the land and for pest plant or pest animal control, or for the activities specified in paragraph [3] of this Schedule.

2. The Owner may undertake activities otherwise prohibited by clause 3.1 of the Covenant as are reasonably necessary for the development of the facility and the activities specified in paragraph [3] of this Schedule.

3. The Owner may build a wananga facility on the land provided that is consistent with the reserve values of the Land specified in Schedule 1. The wananga facility will incorporate the cultural and spiritual values of Te Kawerau a Maki and provide for the usual wananga activities and may also include:

    a. short term accommodation for wananga attendees;

    b. freshwater storage, wastewater disposal, and power generation facilities;

    c. facilities to store and maintain fire-fighting equipment; and

    d. general storage facilities.

4. Special conditions 1 to 3 in this schedule are subject to special conditions 5 to 9.

5. The Owner must design and construct any wananga facility so as to avoid as far as practicable the destruction of mature indigenous vegetation and minimise the visual intrusiveness of any structures, particularly as seen from the Goldie Bush walkway.

6. The Owner must take the following steps to minimise the fire risk:

    a. not allow smoking except in a safe designated area;

    b. not allow fires except in a safe designated area;

    c. keep flammable vegetation (for example, rank or dead grass, manuka and kanuka) at least four metres back from buildings; and

    d. control machinery use, particularly in drought conditions.

7. The Owner must take the following steps to minimise disturbance to wildlife:

    a. discourage the feeding of birds; and

    b. ensure that all those on the Land are aware that they may not catch or handle wildlife unless as specified in a permit under the Wildlife Act 1953 or the Reserves Act 1977.

8. Clause 3.2.5 is amended by adding that the owner may not unreasonably refuse permission for the Department of Conservation to access the site immediately to carry out any urgent weed or pest control, or to monitor threatened species.

GRANT of Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Minister of Conservation

CONSERVATION COVENANT

Under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

1.1

7.2 OPAREIRA CONSERVATION COVENANT

CONSERVATION COVENANT

(Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN (the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values

B The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated ….. and implemented by the …… Act …..

C The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.

D The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"**Conservation Purposes**"	means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational

	enjoyment by the public, and safeguarding the options of future generations.
"**Conservation Values**"	means the conservation values specified in Schedule 1.
"**Covenant**"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"**Director-General**"	means the Director-General of Conservation.
"Fence"	includes a gate.
"**Fire Authority**"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"**Land**"	means the land described in Schedule 1.
"**Minerals**"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"**Minister**"	means the Minister of Conservation.
"**Natural Water**"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"**Owner**"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"**Reserve Values**"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"**Working Days**"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.

1.2.2 references to clauses are references to clauses in this Covenant.

1.2.3 references to parties are references to the Owner and the Minister.

1.2.4 words importing the singular number include the plural and vice versa.

1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.

1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.

1.2.7 words importing one gender include the other gender.

1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserves Values;

2.1.3 to provide, subject to this Covenant, freedom of access to the public on foot, for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 the planting of any species of exotic tree, shrub or other plant;

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;

3.2.7 comply with all requisite statues, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 PUBLIC ACCESS

4.1 The Owner must, subject to this Covenant, permit the public to enter upon the Land on foot.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 JOINT OBLIGATIONS

The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

7 DURATION OF COVENANT

7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

8 OBLIGATIONS ON SALE OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

10 MISCELLANEOUS MATTERS

10.1 Rights

10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

10.2 Trespass Act:

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 Reserves Act

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

10.4 Titles

10.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to the Land.

10.5 Acceptance of Covenant

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

10.6 Fire

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.3 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11 DEFAULT

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

11.2.1 advise the defaulting party of the default;

11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

12 DISPUTE RESOLUTION PROCESSES

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

12.2 **Mediation**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

12.3 **Failure of Mediation**

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

13 NOTICES

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

(a) in the case of personal delivery, on the date of delivery;

(b) in the case of pre-paid post, on the third working day after posting;

(c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

14 SPECIAL CONDITIONS

14.1 Special conditions relating to this Covenant are set out in Schedule 3

14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

7: ENCUMBRANCES - OPAREIRA CONSERVATION COVENANT

Executed as a Deed

Signed by _____as)
Owner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ and)
acting under a written delegation from the Minister)
of Conservation and exercising his/her powers under)
section 117 of the Reserves Act 1977 as designated)
Commissioner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

Description of Land:

Part (approximately 1 hectare, subject to survey) Allotment 196, Waipareira Parish, Block I, Titirangi Survey District.

Conservation Values to be protected:

The intrinsic value of the natural resources on the land, and the appreciation and enjoyment that may be derived by the public from the opportunity to visit the area. The land supports regenerating (previously logged) indigenous forest, comprising manuka forest with some emergent kauri, rimu and other podocarp and hardwood species. The forest provides habitat for indigenous fauna including kereru, ruru and some common bush birds. The land provides an opportunity for the public to experience a remnant of the indigenous flora and fauna that once dominated the surrounding landscape.

Reserve Values to be protected:

The natural landscape amenity values of the area and the natural environment values represented by the indigenous flora and fauna on the land. The land is part of a block of indigenous vegetation that contributes to the natural character and open space values of an otherwise semi-rural pastoral landscape.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

The address for service of the Minister is:

The Area Manager
Department of Conservation
North Head Historic Reserve
18 Takarunga Road
Devonport
North Shore 0624

SCHEDULE 3

Special Conditions

1. The Owner may undertake minor clearance of vegetation for the purposes of access to the land and for pest plant or pest animal control.

2. The Owner must take the following steps to minimise the fire risk:
    a. not allow smoking except in a safe designated area;
    b. not allow fires except in a safe designated area;
    c. control machinery use, particularly in drought conditions.

3. The Owner must take the following steps to prevent the spread or introduction of weeds:
    a. not plant exotic species
    b. check equipment before taking to the land for plants and seeds; and
    c. control weed species present.

4. The Owner must take the following steps to minimise disturbance to wildlife:
    a. discourage the feeding of birds; and
    b. ensure that all those on the Land are aware that they may not catch or handle wildlife unless as specified in a permit under the Wildlife Act 1953.

The owner may not unreasonably refuse permission for the Department of Conservation to access the site immediately to carry out any urgent weed or pest control.

7: ENCUMBRANCES - OPAREIRA CONSERVATION COVENANT

GRANT of Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Minister of Conservation

CONSERVATION COVENANT

Under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

7.3 PARIHOA SITE A CONSERVATION COVENANT

CONSERVATION COVENANT

(Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN (the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

A. Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.

B The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated ….. and implemented by the …… Act …..

C The Land contains Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Reserves Act 1977 which would provide that the land should be managed to protect those values.

D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Reserve Values.

OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"**Covenant**"	means this Deed of Covenant made under section 77 of the Reserves Act 1977.
"**Director-General**"	means the Director-General of Conservation.
"Fence"	includes a gate.
"**Fire Authority**"	means a fire authority as defined in the Forest and Rural Fires Act 1977.

"**Land**"	means the land described in Schedule 1.
"**Minerals**"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"**Minister**"	means the Minister of Conservation.
"**Natural Water**"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"**Owner**"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"**Reserve Values**"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"**Working Days**"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.

1.2.2 references to clauses are references to clauses in this Covenant.

1.2.3 references to parties are references to the Owner and the Minister.

1.2.4 words importing the singular number include the plural and vice versa.

1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.

1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.

1.2.7 words importing one gender include the other gender.

1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

2.1 The Land must be managed so as to preserve the Reserve Values;

3 IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 the planting of any species of exotic tree, shrub or other plant;

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

3.1.10 any other activity which might have an adverse effect on the Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;

3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

4.1 The Minister must:

4.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

4.2 The Minister may:

4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

5 JOINT OBLIGATIONS

The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

6 DURATION OF COVENANT

6.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

7 OBLIGATIONS ON SALE OF LAND

7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

7.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

7.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

8 CONSENTS

8.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

9 MISCELLANEOUS MATTERS

9.1 Rights

9.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

9.2 Trespass Act:

9.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

9.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

9.3 Reserves Act

9.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

9.4 Title

9.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to the Land.

9.5 Acceptance of Covenant

9.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

9.6 **Fire**

9.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

9.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.4 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

9.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

10 DEFAULT

10.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

10.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

10.2.1 advise the defaulting party of the default;

10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11 DISPUTE RESOLUTION PROCESSES

11.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

11.2 **Mediation**

11.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

11.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

11.3 **Failure of Mediation**

11.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

11.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

11.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

12 NOTICES

12.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

12.2 A notice given in accordance with clause 12.1 will be deemed to have been received:

(a) in the case of personal delivery, on the date of delivery;

(b) in the case of pre-paid post, on the third working day after posting;

(c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

12.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

13 SPECIAL CONDITIONS

13.1 Special conditions relating to this Covenant are set out in Schedule 3

13.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

7: ENCUMBRANCES - PARIHOA SITE A CONSERVATION COVENANT

Executed as a Deed

Signed by _____as)
Owner in the presence of:)

Witness: _____

Address: _____

Occupation: _____

Signed by _____ and)
acting under a written delegation from the Minister)
of Conservation and exercising his/her powers under)
section 117 of the Reserves Act 1977 as designated)
Commissioner in the presence of :)

Witness: _____

Address: _____

Occupation: _____

SCHEDULE 1

Description of Land:

Part (approximately 2.03 ha, subject to survey) Crown Land Registration District Motutara Settlement and adjoining Lot 3 DP 190087.

Reserve Values to be protected:

The natural landscape amenity values of the area and the natural environment values represented by the indigenous flora and fauna on the land. The land is part of a wild and rugged stretch of coastal cliffs and rock platforms with an undulating, open pastoral landscape inland of the coastal cliffs and slopes. The land offers expansive views in most directions. A variety of indigenous coastal trees, shrubs and grasses are present. The threatened plant *Leptinella rotundata* has been recorded in the northern part of the property.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

Conservation Partnerships Manager
Department of Conservation
Ground Floor - Building 2
Carlaw Park Commercial
12-16 Nicholls Lane
Parnell
Auckland

The address for service of the Minister is:

The Area Manager
Department of Conservation
North Head Historic Reserve
18 Takarunga Road
Devonport
North Shore 0624

SCHEDULE 3

Special Conditions

1. The Owner may undertake minor clearance of vegetation for the purposes of access to the land and for pest plant or pest animal control.

2. The Owner must take the following steps to minimise the fire risk while undertaking activities for purposes of access and for pest plant and pest animal control:
    a. not allow smoking except in a safe designated area; and
    b. not allow fires except in a safe designated area.

3. The Owner must take the following steps to minimise disturbance to wildlife
    a. discourage the feeding of birds; and
    b. ensure that all those on the Land are aware that they may not catch or handle wildlife unless as specified in a permit under the Wildlife Act 1953.

4. Clause 3.2.5 is amended by adding that the owner may not unreasonably refuse permission for the Department of Conservation to access the site immediately to carry out any urgent weed or pest control, or to monitor threatened species.

7: ENCUMBRANCES - PARIHOA SITE A CONSERVATION COVENANT

GRANT of Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Minister of Conservation

CONSERVATION COVENANT

Under section 77 of the Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

1.2

7.4 PARIHOA SITE A EASEMENT

7: ENCUMBRANCES - PARIHOA SITE A EASEMENT

E A S E M E N T I N S T R U M E N T
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

North Auckland

Grantor *Surname must be underlined*

Te Kawerau Iwi Settlement Trust

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this	day of	20

ATTESTATION:

	Signed in my presence by the Grantor: _____ *Signature of Witness* **Witness Name:** **Occupation:** **Address:**
---------- **Signature of Grantor**	

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

7: ENCUMBRANCES - PARIHOA SITE A EASEMENT

Signed on behalf of Her Majesty the Queen Council by acting under a delegation from the Minister of Conservation _____ **Signature of Grantee**	**Signed in my presence by the Grantee** _____ *Signature of Witness* **Witness Name:** **Occupation:** **Address:**

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

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

A N N E X U R E S C H E D U L E A

Easement Instrument	Dated:	Page of pages

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT *or* in gross)
Right of Way	Marked "A" on SO XXXX **The Easement Area**	Section 1 SO XXXX **The Grantor's Land**	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in **Annexure Schedule B**.

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

A N N E X U R E S C H E D U L E B

Easement Instrument	Dated:	Page of pages

RIGHTS AND POWERS

1 Rights of way

1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.

1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and where the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or adjoining land administered by the Grantee its employees or contractors may proceed along the Easement Area by foot and with hand-held tools, or may on giving prior notice (where practicable and if not practicable as soon as possible after entry) by vehicle or any other means of transport and with all necessary tools, vehicles and equipment to carry out the work.

1.3 The right of way includes—

1.3.1 the right on the Easement Area to repair or maintain the existing recreation track on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and

1.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the recreation track.

1.3.3 The right for the Grantee to improve the Easement Area in any way it considers expedient, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's management of the Grantor's Land.

1.3.4 The right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent which will not be unreasonably withheld on the Grantor's Land.

1.4 The right of way does not confer on the public the right to camp on the Easement Area without the consent of the Grantor.

1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.

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

Easement Instrument	Dated:	Page of pages

1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

1.7 The public may not light any fires or deposit any rubbish on the Easement Area.

2 General rights

2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

2.3 The Grantee may transfer or otherwise assign this easement.

3 Repair, maintenance, and costs

3.1 The Grantee is responsible for arranging the repair and maintenance of the recreation track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.

3.2 The Grantee must meet any associated requirements of the relevant local authority.

3.3 The Grantee will repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.

3.4 The Grantor will repair at its cost all damage caused to the recreation track through its negligence or improper actions.

4 Rights of entry

4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

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

Easement Instrument	Dated:	Page of pages

4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

4.4 The Grantee must ensure that all work is completed promptly.

4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

(a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

(b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—

(i) meet the obligation; and

(ii) for that purpose, enter the Grantor's Land:

(c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

(d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

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

Easement Instrument	Dated:	Page of pages

6 Disputes

If a dispute in relation to this easement arises between the Grantor and Grantee—

(a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and

(b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

(c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—

(i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

(ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

7.5 TE HENGA SITE B EASEMENT

7: ENCUMBRANCES - TE HENGA SITE B EASEMENT

E A S E M E N T I N S T R U M E N T
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

North Auckland

Grantor *Surname must be underlined*

Te Kawerau Iwi Settlement Trust

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this	day of	20

ATTESTATION:

	Signed in my presence by the Grantor: _____ *Signature of Witness* **Witness Name:** **Occupation:**
---------- **Signature of Grantor**	**Address:**

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

Signed on behalf of Her Majesty the Queen Council by acting under a delegation from the Minister of Conservation _____ **Signature of Grantee**	**Signed in my presence by the Grantee** _____ *Signature of Witness* **Witness Name:** **Occupation:** **Address:**

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

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

7: ENCUMBRANCES - TE HENGA SITE B EASEMENT

A N N E X U R E S C H E D U L E A

Easement Instrument	Dated:	Page of pages

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT *or* in gross)
Right of Way	Marked "A" on SO XXXX **The Easement Area**	Section 1 SO XXXX **The Grantor's Land**	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in **Annexure Schedule B**.

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

A N N E X U R E S C H E D U L E B

Easement Instrument	Dated:	Page of pages

RIGHTS AND POWERS

1 Rights of way

1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.

1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and where the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or adjoining land administered by the Grantee its employees or contractors may proceed along the Easement Area by foot and with hand-held tools, or may on giving prior notice (where practicable and if not practicable as soon as possible after entry) by vehicle or any other means of transport and with all necessary tools, vehicles and equipment to carry out the work.

1.3 The right of way includes—

1.3.1 the right on the Easement Area to repair or maintain the existing recreation track on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and

1.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the recreation track.

1.3.3 The right for the Grantee to improve the Easement Area in any way it considers expedient, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's management of the Grantor's Land.

1.3.4 The right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent which will not be unreasonably withheld on the Grantor's Land.

1.4 The right of way does not confer on the public the right to camp on the Easement Area without the consent of the Grantor.

1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.

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

Easement Instrument	Dated:	Page of pages

1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

1.7 The public may not light any fires or deposit any rubbish on the Easement Area.

2 General rights

2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

2.3 The Grantee may transfer or otherwise assign this easement.

3 Repair, maintenance, and costs

3.1 The Grantee is responsible for arranging the repair and maintenance of the recreation track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.

3.2 The Grantee must meet any associated requirements of the relevant local authority.

3.3 The Grantee will repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.

3.4 The Grantor will repair at its cost all damage caused to the recreation track through its negligence or improper actions.

4 Rights of entry

4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

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

Easement Instrument	Dated:	Page of pages

4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

4.4 The Grantee must ensure that all work is completed promptly.

4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

(a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

(b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—

(i) meet the obligation; and

(ii) for that purpose, enter the Grantor's Land:

(c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

(d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

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

Easement Instrument	Dated:	Page of pages

6 Disputes

If a dispute in relation to this easement arises between the Grantor and Grantee—

(a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and

(b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

(c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—

(i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

(ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

8 LEASES FOR DEFERRED SELECTION PROPERTIES

WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER
Draft as at 29 June 2012

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 115 Land Transfer Act 1952)

BARCODE

Land registration district

[ ]

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
[ ]	[ ]	[ ]

Lessor

[ ]

Lessee

HER MAJESTY THE QUEEN for education purposes

Estate or interest *Insert "fee simple", "leasehold" in lease number ", etc.*

Fee simple

Lease Memorandum Number *(if applicable)*

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and Terms of Lease *If required, set out the terms of lease in Annexure Schedules*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

Form F *continued*

Attestation

Signature of the Lessor	**Signed in my presence by the Lessor**
_____ [ ]	_____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* Witness name: Occupation: Address:
_____ [ ]	_____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* Witness name: Occupation: Address:
_____ [ ]	_____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* Witness name: Occupation: Address:
_____ [ ]	_____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* Witness name: Occupation: Address:
_____ [ ]	_____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* Witness name: Occupation: Address:

Form F *continued*

_____ [ ]	_____ *Signature of witness* ***Witness to complete in BLOCK letters (unless legibly printed)*** Witness name: Occupation: Address:
_____ [ ]	_____ *Signature of witness* ***Witness to complete in BLOCK letters (unless legibly printed)*** Witness name: Occupation: Address:
_____ [ ]	_____ *Signature of witness* ***Witness to complete in BLOCK letters (unless legibly printed)*** Witness name: Occupation: Address:
Signature of the Lessee _____ Signed for and on behalf of **HER MAJESTY THE QUEEN** as Lessee by [ ] (acting pursuant to a written delegation given to him/her by the Secretary for Education) in the presence of:	**Signed in my presence by the Lessee** _____ *Signature of witness* ***Witness to complete in BLOCK letters (unless legibly printed)*** Witness name: Occupation: Address

Certified correct for the purposes of the Land Transfer Act 1952

_____

Solicitor for the Lessee

* The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased.

Form F *continued*

Annexure Schedule Page **1** of **20** Pages

Insert instrument type

Lease Instrument

BACKGROUND

A The purpose of this Lease is to give effect to the signed Deed of Settlement between [***insert name of claimant group***] and the Crown, under which the parties agreed to transfer the Land to [***insert name of post-settlement governance entity***] and lease it back to the Crown.

B The Lessor owns the Land described in Item 1 of Schedule A.

C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.

D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.

E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

SCHEDULE A

ITEM 1 THE LAND

[***insert full legal description - note that improvements are excluded***].

ITEM 2 START DATE

[***insert start date***].

ITEM 3 ANNUAL RENT

$[***insert agreed rent***] plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.

ITEM 4 TERM OF LEASE

21 Years.

ITEM 5 LESSEE OUTGOINGS

5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.

5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).

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

Form F *continued*

Annexure Schedule Page **2** of **20** Pages

Insert instrument type

Lease Instrument

5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.

5.4 Maintenance of car parking areas.

5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

ITEM 6 PERMITTED USE

The Permitted Use referred to in clause 9.

ITEM 7 RIGHT OF RENEWAL

Perpetual rights of renewal of 21 years each with the first renewal date being the 21st anniversary of the Start Date, and then each subsequent renewal date being each 21st anniversary after that date.

ITEM 8 RENT REVIEW DATES

The 7th anniversary of the Start Date and each subsequent 7th anniversary after that date.

ITEM 9 LESSEE'S IMPROVEMENTS

As defined in clause 1.9 and including the following existing improvements: [***List here all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land***].

[ ]

The above information is taken from the Lessee's records as at [ ]. A site inspection was not undertaken to compile this information.

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

Form F *continued*

Annexure Schedule Page **3** of **20** Pages

Insert instrument type

Lease Instrument

ITEM 10 **CLAUSE 16.5 NOTICE**

To: *[Post-Settlement Governance Entity] ("the Lessor")*

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6011 ("the Lessee")*

From: *[Name of Mortgagee/Chargeholder] ("the Lender")*

The Lender acknowledges that in consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule to the Lease attached to this Notice which the Lender acknowledges will be for its benefit:

(i) *It has notice of the provisions of clause 16.5 of the Lease; and*

(ii) *It agrees that any Lessee's Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee's property at all times; and*

(iii) *It will not claim any interest in any Lessee's Improvements under the security of its loan during the relevant period no matter how any Lessee's Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary; and*

(iv) *It agrees that this acknowledgement is irrevocable.*

SCHEDULE

[ ]

[Form of execution by Lender]

[Date]

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

Form F *continued*

Annexure Schedule Page **4** of **20** Pages

Insert instrument type

Lease Instrument

ITEM 11 **CLAUSE 16.6 NOTICE**

To: *[Post-Settlement Governance Entity] ("the Lessor")*

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6011 ("the Lessee")*

From *[Name of Mortgagee/Chargeholder] ("the Lender")*

The Lender acknowledges that before it advanced monies to the Lessor under a security ("the Security") given by the Lessor over the Land described in the Schedule to the Lease attached to this Notice) it had notice of and agreed to be bound by the provisions of clause 16.6 of the Lease and that in particular it agrees that despite any provision of the Security to the contrary and regardless of how any Lessee's Improvement is fixed to the Land it:

(i) *will not claim any security interest in any Lessee's Improvement (as defined in the Lease) at any time; and*

(ii) *acknowledges that any Lessee's Improvements remain the Lessee's property at all times.*

SCHEDULE

[ ]

[Form of execution by Lender]

[Date]

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

(ii) a Crown entity;

(iii) a State enterprise; and

(e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).

1.6 "Department" has the meaning given in section 2 of the Public Finance Act 1989.

1.7 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.

1.8 "Legislation" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.

1.9 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.

1.10 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.

1.11 "Maintenance" includes repair.

1.12 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.

1.13 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.

2 **Payment of Annual Rent**

2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.

2.2 The initial Annual Rent payable at the Start Date will be set at 6% of the Transfer Value of the Land.

2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

Form F *continued*

Annexure Schedule Page **7** of **20** Pages

Insert instrument type

Lease Instrument

3 **Rent Review**

When a party initiates the rent review process as set out in clause 3.5:

3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6% of the lesser of:

(a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or

(b) the Nominal Value being:

(i) during the initial Term: a value based on 4% growth per annum of the Transfer Value of the Land; or

(ii) for subsequent Terms: a value based on 4% growth per annum of the reset Nominal Value as calculated in clause 3.4.

3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.

3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.

3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:

(a) at the start date of every new Term; and

(b) at any Rent Review Date where the Nominal Value has been consistently either higher than the market value for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the market value for the three consecutive Rent Review Dates or Lease renewal dates.

3.5 The rent review process will be as follows:

(a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.

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

Form F *continued*

Annexure Schedule Page **8** of **20** Pages

Insert instrument type

Lease Instrument

(b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.

(c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.

(d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.

(e) The parties must try to agree on a new Annual Rent.

(f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:

(i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or

(ii) (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.

(g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.

(h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.

(i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.

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

Form F *continued*

Annexure Schedule Page **9** of **20** Pages

Insert instrument type

Lease Instrument

(j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.

(k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.

(l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.

(m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

4 **Payment of Lessee Outgoings**

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

5 **Valuation Roll**

Where this Lease is registered under section 115 of the Land Transfer Act 1952 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

6 **Utility Charges**

6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.

6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.

6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

7 **Goods and Services Tax**

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

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

Form F *continued*

Annexure Schedule Page **10** of **20** Pages

Insert instrument type

Lease Instrument

8 **Interest**

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

9 **Permitted Use of Land**

The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

10 **Designation**

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

11 **Compliance with Law**

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

12 **Hazards**

12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

13 **Damage or Destruction**

13.1 **Total Destruction**

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

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

13.2 **Partial Destruction**

(a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.

(b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:

(i) the repair and reinstatement of the Land have been completed; and

(ii) the Lessee can lawfully occupy the Land.

(a) If:

(i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or

(ii) any necessary council consents shall not be obtainable,

then the term will terminate with effect from the date that either such fact is established.

13.3 **Natural Disaster or Civil Defence Emergency**

(a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:

(i) such inability ceases; or

(ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.

(b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:

(i) the relevant clause has applied for a period of 6 months or more; or

(ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.

13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:

(a) assert that this lease has terminated; or

(b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.

14 Contamination

14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.

14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.

14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

15 Easements

15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.

15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.

Form F *continued*

Annexure Schedule Page **13** of **20** Pages

Insert instrument type

Lease Instrument

15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

16 Lessee's Improvements

16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.

16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.

16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.

16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.

16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.

16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.

16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.

16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.

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

Form F *continued*

Annexure Schedule Page **14** of **20** Pages

Insert instrument type

Lease Instrument

16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

17 **Rubbish Removal**

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

18 **Signs**

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

19 **Insurance**

19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.

19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

20 **Fencing**

20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.

20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 **Quiet Enjoyment**

21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.

21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

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

Form F *continued*

Annexure Schedule Page **15** of **20** Pages

Insert instrument type

Lease Instrument

22 **Assignment**

22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:

(a) any Department or Crown Body; or

(b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).

22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.

22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

23 **Subletting**

The Lessee may without the Lessor's consent sublet to:

(a) any Department or Crown Body; or

(b) any other party provided that the sublease complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

24 **Occupancy by School Board of Trustees**

24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education Act 1989 and otherwise consistent with this Lease.

24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.

24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

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

Form F *continued*

Annexure Schedule Page **16** of **20** Pages

Insert instrument type

Lease Instrument

25 **Lessee Break Option**

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

26 **Breach**

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

27 **Notice of Breach**

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

(a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or

(b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or

(c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

28 **Renewal**

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.

28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

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

Form F *continued*

Annexure Schedule Page **17** of **20** Pages

Insert instrument type

Lease Instrument

29 **Right of First Refusal for Lessor's Interest**

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.

29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.

29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

30 **Exclusion of Implied Provisions**

30.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

(a) Clause 11 – Power to inspect premises.

31 **Entire Agreement**

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

32 **Disputes**

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

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

Form F *continued*

Annexure Schedule Page **18** of **20** Pages

Insert instrument type

Lease Instrument

33 **Service of Notices**

33.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education
Ministry of Education
PO Box 1666
WELLINGTON 6011

33.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

[*insert contact details*]

33.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

34 **Registration of Lease**

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 1952. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

35 **Costs**

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

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