

# **Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui Claims Settlement Bill**

Government Bill

This bill was formerly part of the Te Tau Ihu Claims Settlement Bill as reported from the Māori Affairs Committee. The Clerk of the House has divided it into the following bills:

- Ngāti Apa ki te Rā Tō, Ngāti Kuia, and Rangitāne o Wairau Claims Settlement Bill comprising clauses 1 and 2, Parts 1 to 3, and Schedules 1 to 4
  - this bill comprising Parts 4 to 7 and Schedules 5 to 9
  - Ngati Toa Rangatira Claims Settlement Bill comprising Parts 8 to 10 and Schedules 10 to 14
  - Haka Ka Mate Attribution Bill comprising Part 11 and Schedule 15
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*Hon Christopher Finlayson*

**Ngāti Kōata, Ngāti Rārua, Ngāti  
Tama ki Te Tau Ihu, and Te  
Ātiawa o Te Waka-a-Māui Claims  
Settlement Bill**

Government Bill

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	. . . . .	

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**The Parliament of New Zealand enacts as follows:**

**1 Title**

This Act is the Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui Claims Settlement  
Act **2014**.

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**2 Commencement**

This Act comes into force on the day after the date on which  
it receives the Royal assent.

. . . . .

**Part 4**

**Preliminary matters and settlement of  
historical claims**

10

Subpart 1—Purpose of Act, historical  
accounts, acknowledgements, and apologies

**192 Purpose**

The purpose of **Parts 4 to 7** is to give effect to certain provi-  
sions of the deeds of settlement that settle the historical claims  
of Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and  
Te Ātiawa o Te Waka-a-Māui.

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**193 Provisions take effect on settlement date**

(1) The provisions of **Parts 4 to 7** take effect on the settlement  
date unless a provision states otherwise.

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(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—

- (a) for the provision to have full effect on that date; or
- (b) for a power to be exercised, or for a duty to be per-  
formed, under the provision on that date.

25

**194 Act binds the Crown**

**Parts 4 to 7** bind the Crown.

## 195 Outline

- (1) This section is a guide to the overall scheme and effect of **Parts 4 to 7**, but does not affect the interpretation or application of the other provisions of **Parts 4 to 7** or the deeds of settlement. 5
- (2) This Part—
  - (a) sets out the purpose of **Parts 4 to 7**; and
  - (b) provides that the provisions of **Parts 4 to 7** take effect on the settlement date unless a provision states otherwise; and 10
  - (c) specifies that **Parts 4 to 7** bind the Crown; and
  - (d) summarises the historical accounts from the deeds of settlement and records the acknowledgements and the apology given by the Crown in the deeds; and
  - (e) defines terms used in **Parts 4 to 7**, including key terms such as Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, Te Ātiawa o Te Waka-a-Māui, and historical claims; and 15
  - (f) provides that the settlement of the historical claims is final; and 20
  - (g) provides for—
    - (i) the effect of the settlement 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 25
    - (iii) the effect of the settlement on certain memorials; and
    - (iv) the exclusion of the law against perpetuities; and
    - (v) access to the deeds of settlement. 30
- (3) **Part 5** provides for cultural redress, including—
  - (a) the issuing of protocols to the trustees of the settlement trusts by the Minister of Conservation, the Minister for Primary Industries, the Minister of Energy and Resources, and the Minister for Arts, Culture and Heritage; and 35
  - (b) a statutory acknowledgement by the Crown of the statements made by the settlement iwi of their cultural, spir-

- itual, historical, and traditional associations with certain statutory areas; and
- (c) provision for deeds of recognition issued by the Crown to the trustees of the settlement trusts; and
  - (d) the application of an overlay classification to certain overlay sites by the Crown’s acknowledgement of the values of the settlement iwi in relation to the relevant sites; and 5
  - (e) the vesting of cultural redress properties in the trustees of each settlement trust, in some cases jointly with each other or with the trustees of trusts for iwi under related settlements; and 10
  - (f) the delayed vesting of land that is no longer required for a public work and is not subject to rights or obligations that are inconsistent with the vesting of the area in the trustees of Te Pātaka a Ngāti Kōata; and 15
  - (g) the vesting of Kaka Point in the trustees of 3 settlement trusts, and the vesting of the site back to the Crown as a gift from the trustees; and
  - (h) the vesting of Te Tai Tapu in the trustees of 3 settlement trusts (jointly with the trustees of a trust for iwi under a related settlement), and the vesting of the site back to the Crown as a gift from the trustees; and 20
  - (i) provision for an easement over part of D’Urville Island Scenic Reserve; and 25
  - (j) the alteration and assignment of names for certain geographic features; and
  - (k) the appointment of the trustees of Te Pātaka a Ngāti Kōata as statutory advisers to the Minister of Conservation and the Director-General in relation to Takapourewa, Whangarae, and Moawhitu; and 30
  - (l) provision for members of the settlement iwi to remove natural material from certain riverbeds by hand; and
  - (m) the appointment of the trustees of the Te Ātiawa o Te Waka-a-Māui Trust as statutory kaitiaki of 5 islands in Queen Charlotte Sound / Tōtaranui, and provision for the trustees to prepare and lodge a kaitiaki plan with Marlborough District Council; and 35

- (n) the Crown’s acknowledgement of the historical association of Ngāti Kōata with West of Separation Point / Te Matau; and
  - (o) the establishment of an iwi advisory committee to provide advice on the management of rivers and fresh water within the regions of certain councils, with members appointed by the trustees of the settlement trusts, the related settlement trusts, and the Toa Rangatira Trust. 5
- (4) **Part 6** provides for commercial redress, including—
  - (a) authorisation for the transfer of commercial redress properties (including the licensed properties and unlicensed land) and deferred selection properties to the trustees of each settlement trust to give effect to the deeds of settlement; and 10
  - (b) provision for a right of access to certain protected sites on the licensed properties or unlicensed land; and 15
  - (c) a right of first refusal in relation to RFR land that may be exercised by the trustees of the settlement trusts (and, in some cases, the trustees of the related settlement trusts and the Toa Rangatira Trust). 20
- (5) **Part 7** provides for the reorganisation of the governance arrangements of Ngāti Tama ki Te Tau Ihu, including—
  - (a) dissolution of the Ngati Tama Manawhenua Ki Te Tau Ihu Trust, the charitable trust board of Ngāti Tama ki Te Tau Ihu; and 25
  - (b) vesting of the charitable trust board’s assets and liabilities in the trustees of the Ngāti Tama ki Te Waipounamu Trust, the trustees that receive redress for the benefit of Ngāti Tama ki Te Tau Ihu under **Parts 4 to 7**; and
  - (c) transitional matters, such as taxation, relating to the reorganisation. 30
- (6) There are 5 schedules, as follows:
  - (a) **Schedule 5** describes the statutory areas to which the statutory acknowledgement relates and, in some cases, for which deeds of recognition are issued: 35
  - (b) **Schedule 6** describes the overlay sites to which the overlay classification applies:
  - (c) **Schedule 7** describes the cultural redress properties:



- (d) **Schedule 8** describes the properties for delayed vesting or vesting and gifting back:
- (e) **Schedule 9** sets out provisions that apply to notices given in relation to RFR land.

- 196 Historical accounts and the Crown’s acknowledgements and apologies** 5
- (1) **Section 197** summarises the historical account from the deed of settlement for Ngāti Kōata, which provides a background to the deed of settlement.
  - (2) **Sections 198 and 199** record the acknowledgements and the apology given by the Crown to Ngāti Kōata in the deed of settlement for Ngāti Kōata. 10
  - (3) **Section 200** summarises the historical account from the deed of settlement for Ngāti Rārua, which provides a background to the deed of settlement. 15
  - (4) **Sections 201 and 202** record the acknowledgements and the apology given by the Crown to Ngāti Rārua in the deed of settlement for Ngāti Rārua.
  - (5) **Section 203** summarises the historical account from the deed of settlement for Ngāti Tama ki Te Tau Ihu, which provides a background to the deed of settlement. 20
  - (6) **Sections 204 and 205** record the acknowledgements and the apology given by the Crown to Ngāti Tama ki Te Tau Ihu in the deed of settlement for Ngāti Tama ki Te Tau Ihu.
  - (7) **Section 206** summarises the historical account from the deed of settlement for Te Ātiawa o Te Waka-a-Māui, which provides a background to the deed of settlement. 25
  - (8) **Sections 207 and 208** record the acknowledgements and the apology given by the Crown to Te Ātiawa o Te Waka-a-Māui in the deed of settlement for Te Ātiawa o Te Waka-a-Māui. 30

*Historical account, acknowledgements, and  
apology for Ngāti Kōata*

- 197 Summary of historical account for Ngāti Kōata**
- The historical account set out in the deed of settlement for Ngāti Kōata is summarised as follows: 35

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
Claims Settlement Bill**

Part 4 cl 197

- (1) Ngāti Kōata first came to Te Tau Ihu (the northern South Island) in the mid-1820s after receiving a tuku of land from Tūtepourangi, and also as part of an invasion. Ngāti Kōata primarily settled at Rangitoto Island, Croisilles, Whakapuaka, and Whakatū. 5
- (2) In 1839 the New Zealand Company signed deeds with other iwi that purported to purchase the entire northern South Island. The following year several Ngāti Kōata chiefs signed the Treaty of Waitangi at Rangitoto Island.
- (3) In 1842 the Company presented gifts to local Māori upon establishing its Nelson settlement. In 1844 a Crown-appointed commissioner investigated the Company's purchases. He heard only one Māori witness in Nelson before suspending the inquiry to enable the Company to negotiate a settlement. Māori signed deeds of release in return for accepting payments described by the commissioner as gifts to assist settlement rather than payments for the land. 10 15
- (4) In 1845, on the commissioner's recommendation, the Crown prepared a Company grant of 151 000 acres in Tasman and Golden Bays, which would have reserved 15 100 acres for Māori. However, the Company objected to several aspects of this grant. In 1848 the Company accepted a new Crown grant for a larger area of land that reserved only 5 053 acres at Nelson and Motueka, and areas in the Wairau and Golden Bay. 20 25
- (5) Ngāti Kōata had negligible involvement in the administration of the Nelson and Motueka reserves, known as "Tenths", which were leased to settlers to generate income that was spent on Māori purposes. From 1887 the Tenths were let under perpetually renewable leases. Rentals were infrequently reviewed and over time inflation reduced rental returns. During the twentieth century the Tenths were reduced by the compulsory acquisition of uneconomic shares and the sale of reserves. 30
- (6) In 1852 the Crown purchased the mineral-rich Pakawau block and paid only for its agricultural value. In 1853 the Crown signed the Waipounamu deed with other iwi, and purported to have purchased most of the remaining Māori land in Te Tau Ihu. Ngāti Kōata did not sign the deed, but were to receive a share of the purchase money. The Crown used the 1853 deed 35

- as the basis for negotiations with resident Ngāti Kōata in 1856, which led to the alienation of most of their remaining interests for £100. Rangitoto Island was excluded from this purchase.
- (7) The reserves created for Ngāti Kōata from the Waipounamu sale were mostly inadequate for customary use or effective development. In 1883 and 1892 the Native Land Court awarded ownership of the reserves and Rangitoto Island to individual Ngāti Kōata. Over time, sales and successions to the titles made the lands increasingly fragmented and uneconomic. 5
  - (8) In 1883 Ngāti Kōata participated in the Native Land Court's title investigation of Whakapuaka. Ngāti Kōata claimed interests on the basis of the *tuku* and ongoing occupation. The Court deemed that Ngāti Kōata did not have interests and they were excluded from ownership. Ngāti Kōata were again excluded at a rehearing of the block in 1937. 10 15
  - (9) By the late nineteenth century, some Ngāti Kōata were virtually landless. In 1894 the Crown allocated some landless Ngāti Kōata individuals land at Te Māpou and Te Raetihi, but did not issue titles to them until 1968.
  - (10) Ngāti Kōata struggled to secure safe drinking water and social services on their reserves and Rangitoto Island well into the twentieth century. Many Ngāti Kōata came to Nelson for work and educational and health purposes. A Māori hostel in Nelson used by Ngāti Kōata families was frequently overcrowded resulting in unhygienic conditions. 20 25
  - (11) By the end of the twentieth century most of Ngāti Kōata's remaining land, including their reserves and Rangitoto Island, had been sold. Ngāti Kōata had also lost ownership or access to several islands surrounding Rangitoto and in Croisilles Harbour. Virtual landlessness has meant that Ngāti Kōata has lost connection and access to many of their traditional resources and sites, and the demise of a strong cultural base. 30

#### 198 Text of acknowledgements for Ngāti Kōata

The text of the acknowledgements set out in the deed of settlement for Ngāti Kōata is as follows:

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**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
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- (1) The Crown acknowledges that it has failed to deal with the long-standing grievances of Ngāti Kōata in an appropriate way and that recognition of these grievances is long overdue.
- (2) The Crown acknowledges that it failed to adequately inform itself of and protect the interests, including the ongoing needs, of Ngāti Kōata during the process by which land was granted to the New Zealand Company in 1848, and this failure was a breach of the Treaty of Waitangi and its principles. 5
- (3) The Crown acknowledges that in the reserves that became known as the Nelson and Motueka “tenths” it failed to ensure that the area ultimately reserved was sufficient for the ongoing use and benefit of Ngāti Kōata. The Crown acknowledges that this failure was in breach of the Treaty of Waitangi and its principles. 10
- (4) The Crown acknowledges that— 15
  - (a) Ngāti Kōata had negligible involvement in the administration of the tenths reserves between 1842 and 1977:
  - (b) on occasion, the Crown used tenths funds as a partial replacement to government spending:
  - (c) it was not until 1892, several decades after the establishment of the tenths, that the beneficiaries of the tenths fund were identified. 20
- (5) The Crown acknowledges that certain actions and omissions with respect to the administration of the Nelson and Motueka tenths reserves, including the imposition of a regime of perpetually renewable leases, and permitting the Māori Trustee to sell “uneconomic interests” and tenths land in the twentieth century, resulted in prejudice to those Ngāti Kōata who held a beneficial interest in the tenths reserves fund and were in breach of the Treaty of Waitangi and its principles. 25 30
- (6) The Crown acknowledges that in 1852 it sought to purchase the Pakawau block before Ngāti Kōata and other Māori became aware of the full potential value of its minerals, and the price paid reflected the agricultural value of the land only.
- (7) The Crown acknowledges that when it purchased most of the remaining Māori land in Te Tau Ihu between 1853 and 1856— 35
  - (a) it did not negotiate with Ngāti Kōata as an iwi prior to signing the 1853 Te Waipounamu deed, and used the

- 1853 deed as the basis for its negotiations with resident Ngāti Kōata in 1856, whereby Ngāti Kōata alienated most of their remaining interests for a small price; and
- (b) it did not set aside adequate reserves for the present and future needs of Ngāti Kōata in Te Tau Ihu. 5

The Crown acknowledges that it failed to adequately protect the interests of Ngāti Kōata when purchasing their land and this was a breach of the Treaty of Waitangi and its principles.

- (8) The Crown acknowledges that the operation and impact of the native land laws on the remaining lands of Ngāti Kōata, in particular the awarding of land to individual Ngāti Kōata rather than to iwi or hapū, made those lands more susceptible to partition, fragmentation, and alienation. This further contributed to the erosion of the traditional tribal structures of Ngāti Kōata. The Crown failed to take adequate steps to protect those structures and this was a breach of the Treaty of Waitangi and its principles. 10 15
- (9) The Crown acknowledges that the alienation of the Whakapuaka block has remained a significant grievance for Ngāti Kōata down to the present day. The Crown also acknowledges that it did not take steps to effect a reinvestigation of the Whakapuaka case until 1936. 20
- (10) The Crown acknowledges that it failed to issue title to the Ngāti Kōata owners of the Te Māpou and Te Raetihi “landless natives” reserves until 1968. The Crown’s failure to implement the scheme effectively meant that it did nothing to alleviate the landless position of those Ngāti Kōata in Te Tau Ihu and this was a breach of the Treaty of Waitangi and its principles. 25
- (11) The Crown acknowledges that since 1856 much of Ngāti Kōata’s reserve land, Rangitoto Island, and its surrounding islands, including Puangiangi and Whakaterepapanui, have been alienated from Ngāti Kōata ownership. This included the Crown’s acquisition of Takapourewa Island for public works purposes and purchase of part of Whangarae reserve for scenery preservation purposes. 30 35
- (12) The Crown acknowledges that several islands at the entrance to Croisilles Harbour continued to be used by Ngāti Kōata as

mahinga kai following their sale to the Crown in 1856. The Crown also acknowledges that when it declared the islands as scenic reserves in 1980 this detrimentally impacted on Ngāti Kōata's customary use of the islands.

- (13) The Crown acknowledges that it made several attempts to acquire ownership of Kurupongi Island from Ngāti Kōata. The Crown also acknowledges that by gazetting Kurupongi as a wildlife sanctuary in 1957 the Crown took effective control of the island, although Ngāti Kōata retained ownership and muton-birding rights. 5  
10
- (14) The Crown acknowledges that the cumulative effect of the Crown's actions and omissions left Ngāti Kōata virtually landless. The Crown's failure to ensure that Ngāti Kōata retained sufficient land was a breach of the Treaty of Waitangi and its principles. 15
- (15) The Crown acknowledges that the discouragement of the use of Te Reo Māori in Native Schools established in areas where Ngāti Kōata lived detrimentally impacted on the retention of Ngāti Kōata culture.
- (16) The Crown acknowledges that the isolation and poor quality of their reserve land at Croisilles and Rangitoto, and the lack or slow delivery of social services in these areas, resulted in poor economic and health conditions for Ngāti Kōata communities. The Crown also acknowledges that these circumstances forced many Ngāti Kōata to leave their land and seek economic, social, and educational opportunities elsewhere, including outside of Te Tau Ihu. 20  
25
- (17) The Crown acknowledges that through the alienation of most of their land Ngāti Kōata have lost control over many of their significant sites and resources. This has had an ongoing impact on the ability of Ngāti Kōata to maintain spiritual connections to their ancestral lands. 30

#### **199 Text of apology for Ngāti Kōata**

The text of the apology set out in the deed of settlement for Ngāti Kōata is as follows:

- (1) The Crown makes the following apology to Ngāti Kōata, to their ancestors, and to their descendants. 35

- (2) When Ngāti Kōata rangatira signed the Treaty of Waitangi at Rangitoto Island in May 1840, they entered into a relationship with the Crown based on hope and mutual respect. However, the Crown accepts and is deeply sorry that it has not always fulfilled its obligations under the Treaty of Waitangi and, for this, unreservedly apologises to Ngāti Kōata. 5
- (3) The Crown regrets and apologises for its failure to properly respect the rangatiratanga of Ngāti Kōata. Crown actions, moreover, left Ngāti Kōata virtually landless in Te Tau Ihu and alienated them from many of their most sacred sites. For this too the Crown apologises. Their disconnection from their lands marginalised Ngāti Kōata in the economic development of Te Tau Ihu, and had devastating consequences for the social, cultural, and spiritual well-being of Ngāti Kōata. Those consequences continue to be felt today. 10 15
- (4) With this apology and settlement the Crown seeks to atone for its wrongs. The Crown hopes that through this apology and settlement it can build a new, positive, and enduring relationship with Ngāti Kōata based on mutual trust and co-operation and respect for the Treaty of Waitangi and its principles. 20

*Historical account, acknowledgements, and  
apology for Ngāti Rārua*

**200 Summary of historical account for Ngāti Rārua**

The historical account set out in the deed of settlement for Ngāti Rārua is summarised as follows: 25

- (1) Ngāti Rārua came to the northern South Island in the late 1820s. Ngāti Rārua established pā and kainga at Te Tai Tapu, Golden Bay, Tasman Bay, and Wairau.
- (2) In 1839 the New Zealand Company signed deeds with Māori that purported to purchase the entire northern South Island. No Ngāti Rārua resident in the west of the northern South Island signed the Company deeds. In 1842 the Company presented gifts to local Māori, including Ngāti Rārua, upon establishing its Nelson settlement. Ngāti Rārua expressed an interest in European settlement, but denied that the 1839 transactions had effected a sale of their land. 30 35

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
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- (3) In 1844 a Crown-appointed commissioner investigated the Company's purchases. He heard from only one Māori witness in Nelson, who was Ngāti Rārua, before suspending the inquiry to enable the company to negotiate a settlement. Local Māori signed deeds of release in return for accepting payments described by the commissioner as gifts to assist settlement rather than payments for the land. A share of the money was set aside for Golden Bay Ngāti Rārua not present at the commissioner's hearing or arbitration. 5
- (4) In 1845, on the commissioner's recommendation, the Crown prepared a grant to the New Zealand Company of 151 000 acres of land in Tasman and Golden Bays, which would have reserved 15 100 acres for Māori. However, the Company objected to several aspects of this grant. In 1848 the Company accepted a new Crown grant for a larger area of land that reserved only 5 053 acres at Nelson and Motueka, and areas in Wairau and Golden Bay. 10 15
- (5) Ngāti Rārua had negligible involvement in the administration of the Nelson and Motueka reserves, known as "Tenths". Most were leased to settlers to generate income that was spent on Māori purposes. In the 1850s and 1860s the Crown allocated a number of Motueka Tenths sections to Ngāti Rārua for their occupation. However, ownership of these lands was not granted separately to Ngāti Rārua. From 1887 the Tenths were leased under perpetually renewable leases. Rentals were infrequently reviewed and over time inflation reduced rental returns. During the twentieth century the Tenths were reduced by the compulsory acquisition of uneconomic shares and the sale of reserves. 20 25
- (6) In 1847 the Crown purchased the Wairau district from three North Island chiefs. No other right holders, including Ngāti Rārua, were consulted or involved in the transaction. In 1852, the Crown purchased the mineral-rich Pakawau block, paying only for its agricultural value. The 1853 Te Waipounamu deed purported to purchase all remaining land in the region. Ngāti Rārua in the west of the northern South Island did not sign the deed, but were to receive a share of the purchase money. Ngāti Rārua protested the Crown's actions, but it was not until 1855 that the Crown met with resident Māori to finalise the 30 35



purchase. During these negotiations the Crown applied pressure on Ngāti Rārua, including presenting their land as already sold. Ngāti Rārua and another iwi were paid £600 for their remaining interests in Te Waipounamu. The reserves created by the Crown for Ngāti Rārua from the Waipounamu purchase, particularly at Wairau and Pukatea, were generally inadequate for customary use or agricultural farming. 5

- (7) Ngāti Rārua had excluded the 88 350 acre Te Tai Tapu block from the Waipounamu sale. In 1873 the Crown took effective control of Te Tai Tapu to regulate gold mining on the land. However, Ngāti Rārua obtained little financial benefit from the arrangement. In 1883 Ngāti Rārua sold the block. 10
- (8) By the late nineteenth century, Ngāti Rārua were virtually landless. At this time the Crown allocated landless Ngāti Rārua individuals land on Stewart Island, but never granted them title to the land. 15
- (9) In the decades following the major land purchases of the mid-nineteenth century, the socio-economic position of Ngāti Rārua and the Māori population of the northern South Island became characterised by marginal economic status, poor health, and low educational attainment. 20

## 201 Text of acknowledgements for Ngāti Rārua

The text of the acknowledgements set out in the deed of settlement for Ngāti Rārua is as follows:

- (1) The Crown acknowledges that it has failed to deal with the long-standing grievances of Ngāti Rārua in an appropriate way and that recognition of these grievances is long overdue. 25
- (2) The Crown acknowledges that it failed to adequately inform itself of and protect the interests, including the ongoing needs, of Ngāti Rārua during the process by which land was granted to the New Zealand Company in 1848, and this failure was a breach of the Treaty of Waitangi and its principles. 30
- (3) The Crown acknowledges that when it purchased most of the remaining Māori land in Te Tau Ihu between 1847 and 1856—
  - (a) it did not deal with Ngāti Rārua in its negotiation of the 1847 Wairau purchase: 35

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- (b) it did not negotiate with Ngāti Rārua in Te Tau Ihu prior to signing the 1853 Te Waipounamu deed and applied heavy pressure in its negotiations with resident Ngāti Rārua in 1855, including presenting the land as already sold: 5
  - (c) it did not set aside adequate reserves for the present and future needs of Ngāti Rārua in Te Tau Ihu.
- The Crown acknowledges that it failed to adequately protect the interests of Ngāti Rārua when purchasing their land and this was a breach of the Treaty of Waitangi and its principles. 10
- (4) The Crown acknowledges that it sought to purchase the Pakawau block before Ngāti Rārua and other Māori became aware of the full potential value of its minerals, and the price paid reflected the agricultural value of the land only.
- (5) The Crown acknowledges that the absence of defined interior boundaries in the 1855 Te Waipounamu deed with Ngāti Rārua contributed to later uncertainty among Ngāti Rārua over what they had alienated and numerous applications to the Native Land Court in 1883 for land they considered they had not sold. 15
- (6) The Crown acknowledges that in the reserves that became known as the Nelson and Motueka “tenths” it failed to adequately provide for Ngāti Rārua to control those lands they occupied and used, and failed to ensure that the area ultimately reserved was sufficient for the ongoing use and benefit of Ngāti Rārua. The Crown acknowledges that these failures were in breach of the Treaty of Waitangi and its principles. 20 25
- (7) The Crown acknowledges that the grant of tenths land at Whakarewa in 1853 meant that some Ngāti Rārua whanau had to move from land they were occupying at the time. The Crown further acknowledges that despite protests from Māori beginning in 1881 the Whakarewa lands were not returned until 1993. 30
- (8) The Crown acknowledges that—
  - (a) Ngāti Rārua had negligible involvement in the administration of the tenths reserves between 1842 and 1977: 35
  - (b) on occasion, the Crown used tenths funds as a partial replacement to government spending:

- (c) it was not until 1892, several decades after the establishment of the tenths, that the beneficiaries of the tenths fund were identified.
- (9) The Crown acknowledges that certain actions and omissions with respect to the administration of the Nelson and Motueka tenths reserves, including the imposition of a regime of perpetually renewable leases, and permitting the Māori Trustee to sell “uneconomic interests” and tenths land in the twentieth century, resulted in prejudice to those Ngāti Rārua who held a beneficial interest in the tenths reserves fund and were in breach of the Treaty of Waitangi and its principles. 5 10
- (10) The Crown acknowledges that the operation and impact of the native land laws on the remaining lands of Ngāti Rārua, in particular the awarding of land to individual Ngāti Rārua rather than to iwi or hapū, made those lands more susceptible to partition, fragmentation, and alienation. This further contributed to the erosion of the traditional tribal structures of Ngāti Rārua. The Crown failed to take adequate steps to protect those structures and this was a breach of the Treaty of Waitangi and its principles. 15 20
- (11) The Crown acknowledges that the Wairau reserve had only a small area of cultivatable land and its flood-prone nature limited the effectiveness of the development scheme that operated on the reserve during the mid-twentieth century.
- (12) The Crown acknowledges that owing to its isolation and poor quality the Pukatea reserve provided little return to the Ngāti Rārua owners. The Crown further acknowledges that Ngāti Rārua felt that considerable public pressure contributed to their decision to sell their land at Pukatea to the Crown in the 1950s. 25 30
- (13) The Crown acknowledges that—
- (a) the Ngāti Rārua rangatira Riwai Turangapeke excluded the Te Tai Tapu block from the Crown’s Te Wai-pounamu purchase:
- (b) between 1862 and 1873 the Crown did not properly manage the issuing of licences and collection of fees from gold miners on Te Tai Tapu: 35

- (c) in 1873 Ngāti Rārua gave up effective control of Te Tai Tapu to the Crown in order to properly regulate gold mining on the block:
- (d) between 1862 and 1883 Ngāti Rārua obtained little financial benefit from its agreements with the Crown to allow gold mining on Te Tai Tapu. 5
- (14) The Crown acknowledges that the cumulative effect of the Crown's actions and omissions left Ngāti Rārua virtually landless. The Crown's failure to ensure that Ngāti Rārua retained sufficient land was a breach of the Treaty of Waitangi and its principles. 10
- (15) The Crown acknowledges that members of Ngāti Rārua were never issued title to land allocated to them on Stewart Island under the "landless natives" scheme. The Crown's failure to implement the scheme effectively meant that it did nothing to alleviate the landless position of those Ngāti Rārua in Te Tau Ihu and this was a breach of the Treaty of Waitangi and its principles. 15

## 202 Text of apology for Ngāti Rārua

The text of the apology set out in the deed of settlement for Ngāti Rārua is as follows: 20

- (1) The Crown sincerely offers the following apology to Ngāti Rārua, to their tūpuna, and to their descendants.
- (2) The Crown recognises the efforts and struggles of Ngāti Rārua and their tūpuna over several generations in pursuit of justice. 25
- (3) The Crown is deeply sorry that it has not fulfilled its obligations to Ngāti Rārua under Te Tiriti o Waitangi/the Treaty of Waitangi and, for this, unreservedly apologises to Ngāti Rārua.
- (4) The Crown admits it did not include Ngāti Rārua in its purchase of the Wairau district in 1847, and only belatedly recognised Ngāti Rārua interests in its Te Waipounamu purchase. The Crown apologises for these failures to recognise the rangatiratanga of Ngāti Rārua and protect their interests. 30
- (5) The Crown is sorry that its actions rendered Ngāti Rārua virtually landless in their rohe. This had a devastating impact on the social and cultural well-being of the people of Ngāti Rārua that continues to be seen today. The Crown also accepts that the 35

loss of their land and their restriction to inadequate reserves has significantly marginalised Ngāti Rārua from the benefits of economic development, and limited the autonomy and ability of the iwi to exercise customary rights and responsibilities throughout the Ngāti Rārua rohe. 5

- (6) The Crown with this settlement acknowledges the rangatira-tanga of Ngāti Rārua and seeks to restore the Crown’s honour. The Crown hopes this apology and settlement will mark the beginning of a renewed and enduring relationship with Ngāti Rārua based on mutual trust, co-operation, and respect for Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. 10

*Historical account, acknowledgements, and  
apology for Ngāti Tama ki Te Tau Ihu*

**203 Summary of historical account for Ngāti Tama ki Te Tau Ihu 15**

The historical account set out in the deed of settlement for Ngāti Tama ki Te Tau Ihu (**Ngāti Tama**) is summarised as follows:

- (1) Ngāti Tama came to Te Tau Ihu o te Waka a Maui (the northern South Island) in the late 1820s and established pā and kainga at several localities in Te Tau Ihu including Te Tai Tapu, Golden Bay, and Wakapuaka. 20
- (2) In 1839 the New Zealand Company signed deeds with Māori that purported to purchase the entire northern South Island. No Ngāti Tama signed the Company’s deeds. In 1842 the New Zealand Company established its Nelson settlement and distributed gifts to local Māori, including Ngāti Tama, as “a present upon settling on the land”. Some Ngāti Tama from Wakapuaka who received gifts also objected to their land being sold by the 1839 deeds. 25 30
- (3) In 1844 a Crown-appointed Commissioner investigated the Company’s purchases. He heard from only one Māori witness in Nelson before suspending the inquiry to enable the Company to negotiate a settlement. Māori, including Ngāti Tama, signed deeds of release in return for payments which the Commissioner described as gifts to assist settlement rather than payments for the land. Golden Bay Ngāti Tama were not pre- 35

- sent at the Commissioner’s hearing or arbitration. Nonetheless a share of the money was set aside for them.
- (4) In 1845, on the Commissioner’s recommendation, the Crown prepared a grant to the New Zealand Company of 151 000 acres of land in Tasman and Golden Bays which would have reserved 15 100 acres for Māori. However, the Company objected to several aspects of this grant. In 1848 the Company accepted a new Crown grant for a larger area of land in Te Tau Ihu that reserved only 5 053 acres of land at Nelson and Motueka, as well as areas in Golden Bay and Wairau.
- (5) Ngāti Tama had negligible involvement in the administration of the Nelson and Motueka reserves, known as the “Tenths”. Most were leased to settlers to generate income that was spent on Māori purposes. In 1862 the Crown allocated parts of at least four Motueka Tenths sections for Ngāti Tama occupation. However, ownership of these lands was not separately granted to Ngāti Tama. From 1887 the Tenths were leased under perpetually renewable leases. Rentals were infrequently reviewed and over time inflation reduced the value of rental returns. During the twentieth century the Tenths reserves were reduced by the compulsory acquisition of uneconomic shares and the sale of reserves.
- (6) In 1853 the Crown granted land at Motueka to the Church of England to establish a school. The grant comprised 160 acres of Crown land and 918 acres of Tenths reserves. Ngāti Tama whanau had to move from the reserves when the school was established. The school was closed in 1881 but the land was not restored to Māori until 1993. Ngāti Tama were not included in the trust established to administer the land.
- (7) In 1852 the Crown purchased the mineral-rich Pakawau block paying only for its agricultural value. In 1853 the Crown purported to purchase all remaining Māori land in Te Tau Ihu through the Waipounamu deed. Ngāti Tama as an iwi was not involved in the negotiation and protested the Crown’s actions. The Crown did not meet with resident Māori to finalise the purchase until 1855 when Crown agents applied pressure on Ngāti Tama by presenting their land as already sold. Ngāti Tama and another iwi received £600 for their remaining interests in Te Waipounamu, although Ngāti Tama excluded Wakapuaka

from the sale. Many of the reserves created for Ngāti Tama from the Waipounamu purchase were found over time to be inadequate for development in the new economy. Some reserves were quickly sold. In 1892 the Native Land Court awarded the remaining reserves to individual Ngāti Tama. Over time, ownership of the reserves became increasingly fragmented through successions to the interests of deceased owners.

- (8) In 1883 the Native Land Court awarded Wakapuaka to a sole Ngāti Tama individual. This disinherited other Ngāti Tama who had lived on Wakapuaka since the 1830s. Protests from Ngāti Tama eventually led the Crown to promote legislation authorising a reinvestigation of the remaining portions of Wakapuaka. In 1937 some Ngāti Tama were awarded interests, but not all Ngāti Tama whanau who had previously resided on Wakapuaka were admitted to the title.
- (9) By the end of the twentieth century the virtual landlessness of Ngāti Tama had contributed to some Ngāti Tama leaving Te Tau Ihu and losing their connection with their iwi and turangawaewae.

#### **204 Text of acknowledgements for Ngāti Tama ki Te Tau Ihu**

The text of the acknowledgements set out in the deed of settlement for Ngāti Tama ki Te Tau Ihu (**Ngāti Tama**) is as follows:

- (1) The Crown acknowledges that it has failed to address the long-standing grievances of Ngāti Tama in an appropriate way and that recognition of these grievances is long overdue.
- (2) The Crown acknowledges that it failed to adequately inform itself of and protect the interests of Ngāti Tama, including their ongoing needs, during the process by which land was granted to the New Zealand Company in 1848. The Crown acknowledges that this failure was a breach of the Treaty of Waitangi and its principles.
- (3) The Crown acknowledges that, in respect of the reserves that were formally established following the 1848 Crown grant of land to the New Zealand Company and which became known as the Nelson and Motueka “Tenths”,—
  - (a) it failed to adequately provide for Ngāti Tama to control those lands they occupied and used; and

- (b) it failed to ensure that the area ultimately reserved was sufficient for the ongoing use and benefit of Ngāti Tama. The Crown acknowledges that these failures were in breach of the Treaty of Waitangi and its principles and that as a consequence Ngāti Tama was unable to fully benefit from the developing economy of Nelson and the wider Te Tau Ihu region. 5
- (4) The Crown acknowledges that the grant of Tenths land at Whakarewa in 1853 meant that some Ngāti Tama whanau had to move from land they were occupying at the time. The Crown further acknowledges that despite protests from Māori beginning in 1881 the Whakarewa lands were not returned until 1993. 10
- (5) The Crown acknowledges that in 1852 it sought to purchase the Pakawau block before Ngāti Tama and other Māori became aware of the full potential value of its minerals and that the price paid reflected the agricultural value of the land only. 15
- (6) The Crown acknowledges that it did not include Ngāti Tama in its negotiations in 1862 to regulate gold mining on the Te Tai Tapu block.
- (7) The Crown acknowledges that when it purchased most of the remaining Māori land in Te Tau Ihu between 1853 and 1856— 20
- (a) it did not negotiate with Ngāti Tama as an iwi prior to signing the 1853 Te Waipounamu deed and applied heavy pressure in its negotiations with resident Ngāti Tama in 1855, including presenting the land as already sold; and 25
- (b) it did not set aside adequate reserves for the present and future needs of Ngāti Tama in Te Tau Ihu.
- The Crown acknowledges that these failures meant that it failed to adequately protect the interests of Ngāti Tama when purchasing their land and this was in breach of the Treaty of Waitangi and its principles. 30
- (8) The Crown acknowledges that the operation and impact of the native land laws on the remaining lands of Ngāti Tama and, in particular, the awarding of land to individuals, rather than to Ngāti Tama as an iwi,— 35
- (a) made those lands more susceptible to partition, fragmentation, and alienation; and



- (b) further contributed to the erosion of the traditional social and cultural structures of Ngāti Tama.
- The Crown acknowledges that it failed to take adequate steps to protect the traditional social and cultural structures of Ngāti Tama and that this was a breach of the Treaty of Waitangi and its principles. 5
- (9) The Crown acknowledges that it first became aware of protest by Ngāti Tama over the Native Land Court’s Wakapuaka decision in 1896, but that it did not take steps to effect a reinvestigation of the Wakapuaka case until 1936. The Crown also 10 acknowledges that the alienation of the Wakapuaka block has remained a significant grievance for Ngāti Tama down to the present day.
- (10) The Crown acknowledges that—
- (a) Ngāti Tama had negligible involvement in the administration of the Tenth’s reserves between 1842 and 1977: 15
  - (b) on occasion, the Crown used Tenth’s funds as a partial replacement to government spending:
  - (c) it was not until 1892, several decades after the establishment of the Tenth’s, that the beneficiaries of the Tenth’s 20 fund were identified:
  - (d) while the interests of Ngāti Tama in the Tenth’s reserves were recognised, beneficial interests in the Tenth’s fund were awarded to individuals, rather than to Ngāti Tama as an iwi. 25
- (11) The Crown acknowledges that certain actions and omissions with respect to the administration of the Nelson and Motueka Tenth’s reserves resulted in prejudice to those Ngāti Tama who held a beneficial interest in the Tenth’s reserves fund, including— 30
- (a) the imposition of a regime of perpetually renewable leases; and
  - (b) permitting the Māori Trustee to sell “uneconomic interests” and Tenth’s land in the twentieth century.
- The Crown acknowledges that these actions and omissions 35 were in breach of the Treaty of Waitangi and its principles.
- (12) The Crown acknowledges that the loss of lands and resources over time has damaged the mana, social structure, and well-be-

ing of Ngāti Tama as an iwi. The Crown also acknowledges that this contributed to some Ngāti Tama leaving Te Tau Ihu and losing their connection with Ngāti Tama and their turangawaewae.

- (13) The Crown acknowledges that— 5
  - (a) the cumulative effect of the Crown’s actions and omissions has left Ngāti Tama virtually landless; and
  - (b) the Crown’s failure to ensure that Ngāti Tama retained sufficient land for its present and future needs was a breach of the Treaty of Waitangi and its principles. 10
- (14) The Crown further acknowledges that the cumulative effect of these actions and omissions has—
  - (a) hindered Ngāti Tama’s economic, social, and cultural development; and
  - (b) undermined Ngāti Tama’s relationship with the Crown. 15

## 205 Text of apology for Ngāti Tama ki Te Tau Ihu

The text of the apology set out in the deed of settlement for Ngāti Tama ki Te Tau Ihu (**Ngāti Tama**) is as follows:

- (1) The Crown makes the following apology to Ngāti Tama and to their ancestors and descendants. 20
- (2) The Crown profoundly regrets and unreservedly apologises for breaching its obligations to Ngāti Tama under the Treaty of Waitangi.
- (3) The Crown profoundly regrets and apologises for its cumulative acts and omissions which left Ngāti Tama virtually landless in Te Tau Ihu. The Crown deeply regrets and sincerely apologises that it did not adequately protect the interests of Ngāti Tama and appropriately respect Ngāti Tama rangatira-tanga when purchasing their land. 25
- (4) The Crown is deeply remorseful for the significant damage 30that the alienation of Ngāti Tama from their whenua and customary resources in Golden and Tasman Bays has caused over many generations to the traditional social and cultural structures, mana, and well-being of Ngāti Tama.
- (5) The Crown is sincerely sorry that its actions and omissions 35have detrimentally affected the ability of Ngāti Tama to exercise customary rights and responsibilities within their rohe and

contributed to their economic and social marginalisation in Te  
Tau Ihu.

- (6) With this apology the Crown seeks to atone for its past wrongs,  
restore its honour, which has been damaged by its actions, and  
begin the process of healing. With this settlement the Crown 5  
looks forward to beginning a renewed and enduring relation-  
ship with Ngāti Tama based on good faith, mutual trust and  
co-operation, and respect for the Treaty of Waitangi and its  
principles.

*Historical account, acknowledgements, and 10*  
*apology for Te Ātiawa o Te Waka-a-Māui*

**206 Summary of historical account for Te Ātiawa o Te  
Waka-a-Māui**

The historical account set out in the deed of settlement for  
Te Ātiawa o Te Waka-a-Māui (**Te Ātiawa**) is summarised as 15  
follows:

- (1) Te Ātiawa came to Te Tau Ihu (the northern South Island) in  
the late 1820s. Te Ātiawa established pā and kainga at Queen  
Charlotte Sound (Tōtaranui), Tasman Bay, Golden Bay, and Te  
Tai Tapu. 20
- (2) In 1839 the New Zealand Company signed deeds with Māori  
that purported to purchase the entire northern South Island. In  
1840 over twenty Te Ātiawa signed the Treaty of Waitangi at  
Tōtaranui.
- (3) In 1842 the Company presented gifts to local Māori, includ- 25  
ing Te Ātiawa, upon establishing its Nelson settlement. Te  
Ātiawa also contested the meaning of the Company's 1839  
transactions. In 1844 a Crown-appointed commissioner inves-  
tigated the Company's purchases. He heard from one Māori  
witness in Nelson before suspending the inquiry to enable the 30  
Company to negotiate a settlement. Māori signed deeds of re-  
lease in return for accepting payments described by the com-  
missioner as gifts to assist settlement rather than payments for  
the land. Some Te Ātiawa from Golden Bay were not present  
at the commissioner's hearing. 35
- (4) In 1845, on the commissioner's recommendation, the Crown  
prepared a grant to the New Zealand Company of 151 000

acres in Tasman and Golden Bays, which would have reserved 15 100 acres for Māori. However, the Company objected to several aspects of this grant. In 1848 the Company accepted a new Crown grant for a larger area of land that reserved only 5 053 acres at Nelson and Motueka, and areas in the Wairau 5 and Golden Bay.

- (5) Te Ātiawa had negligible involvement in the administration of the Nelson and Motueka reserves, known as “Tenths”, which were leased to settlers to generate income that was spent on Māori purposes. In the 1850s and 1860s the Crown allocated 10 a number of Motueka Tenths sections to Te Ātiawa for their occupation. However, ownership of these lands was not granted separately to Te Ātiawa. From 1887 the Tenths were leased under perpetually renewable leases. Rentals were infrequently reviewed and over time inflation reduced rental returns. Dur- 15 ing the twentieth century the Tenths were reduced by the compulsory acquisition of uneconomic shares and the sale of reserves.
- (6) Between 1848 and 1850 the Crown assisted the New Zealand Company to purchase Waitohi (now known as Picton), the 20 principal settlement of Te Ātiawa in Totaranui. As part of the sale Te Ātiawa relocated to a reserve at Waikawa that had less suitable soil for cultivation than Waitohi.
- (7) In 1852, the Crown purchased the mineral-rich Pakawau block. The Crown only paid for the agricultural value of 25 Pakawau. In 1853, the Crown signed the Waipounamu deed with other iwi, and purported to have purchased most of the remaining Māori land in Te Tau Ihu. Te Ātiawa did not sign the deed, but were to receive a share of the purchase money. The Crown used the 1853 deed to pressure resident Te Ātiawa 30 to agree to the sale and the alienation of their land. Resident Te Ātiawa received £613 for the Waipounamu purchase compared with £900 paid to non-resident Te Ātiawa. The reserves created for Te Ātiawa were generally inadequate for customary use or agricultural or pastoral farming. Over time 35 most Te Ātiawa reserves in Totaranui and Golden Bay were alienated, including several hundred acres taken by the Crown for public works and scenery preservation purposes.

- (8) By the late nineteenth century, Te Ātiawa were virtually landless. At this time the Crown allocated landless Te Ātiawa individuals land on Stewart Island and on the West Coast, but never granted them title to the land.
- (9) The loss of land and poor quality reserves have contributed to socio-economic hardship for Te Ātiawa. Crown policies of assimilation and integration as well as urbanisation exacerbated cultural dislocation. Te Ātiawa have lost connection with many significant sites and resources, which has had a detrimental effect on their spiritual, economic, and cultural well-being.

**207 Text of acknowledgements for Te Ātiawa o Te Waka-a-Māui**

The text of the acknowledgements set out in the deed of settlement for Te Ātiawa o Te Waka-a-Māui (**Te Ātiawa**) is as follows:

- (1) The Crown acknowledges that it has failed to deal with the long-standing grievances of Te Ātiawa in an appropriate way and that recognition of these grievances is long overdue.
- (2) The Crown acknowledges that it failed to adequately inform itself of and protect the interests, including the ongoing needs, of Te Ātiawa during the process by which land was granted to the New Zealand Company in 1848, and this failure was a breach of the Treaty of Waitangi and its principles.
- (3) The Crown acknowledges that Waitohi, at the head of Tōtaranui (Queen Charlotte Sound), was Te Ātiawa's principal settlement on the mainland, and that—
  - (a) the Crown's promise to survey a town at Waikawa was the main incentive for Te Ātiawa to finally agree to sell Waitohi and move to Waikawa:
  - (b) the Crown did not precisely define the boundaries of the land to be purchased in the preliminary 1848 agreement and did not show the boundaries of the purchase on a map until a deed was signed in 1850:
  - (c) the land set aside for Te Ātiawa at Waikawa was less suitable for their cultivations than the land they gave up at Waitohi:

- (d) the Crown did not fulfil its promise in the 1850 deed to build a chapel for Te Ātiawa at Waikawa until 1860.  
The Crown acknowledges the sense of grievance felt by Te Ātiawa at having to relocate from Waitohi to Waikawa and that this grievance exists to the present day. 5
- (4) The Crown acknowledges that it sought to purchase the Pakawau block before Te Ātiawa and other Māori became aware of the potential value of its minerals, and the price paid reflected the agricultural value of the land only.
- (5) The Crown acknowledges that when it purchased most of the remaining Māori land in Te Tau Ihu between 1847 and 1856: 10
- (a) it did not negotiate with Te Ātiawa in Te Tau Ihu prior to signing the 1853 Te Waipounamu deed and applied heavy pressure in its negotiations with resident Te Ātiawa in 1856 to agree to the Waipounamu purchase; and 15
- (b) it did not set aside adequate reserves for the present and future needs of Te Ātiawa in Te Tau Ihu.  
The Crown acknowledges that it failed to adequately protect the interests of Te Ātiawa when purchasing their land and that this was a breach of the Treaty of Waitangi and its principles. 20
- (6) The Crown acknowledges that it did not include Te Ātiawa in its negotiations in 1862 to regulate gold mining on the Taitapu block.
- (7) The Crown acknowledges that in the reserves that became known as the Nelson and Motueka “tenths” it failed to adequately provide for Te Ātiawa to control those lands they occupied and used, and failed to ensure that the area ultimately reserved was sufficient for the ongoing use and benefit of Te Ātiawa. The Crown acknowledges that these failures were in breach of the Treaty of Waitangi and its principles. 25 30
- (8) The Crown acknowledges that the grant of tenths land at Whakarewa in 1853 meant that some Te Ātiawa whanau had to move from land they were occupying at the time. The Crown further acknowledges that despite protests from Māori beginning in 1881 the Whakarewa lands were not returned until 1993. 35
- (9) The Crown acknowledges that—

- (a) Te Ātiawa had negligible involvement in the administration of the tenths reserves between 1842 and 1977; and
  - (b) it was not until 1892, several decades after the establishment of the tenths, that the beneficiaries of the tenths fund were identified. 5
- (10) The Crown acknowledges that certain actions and omissions with respect to the administration of the Nelson and Motueka tenths reserves, including the imposition of a regime of perpetually renewable leases, and permitting the Māori Trustee to sell “uneconomic interests” and tenths land in the twentieth century, resulted in prejudice to those Te Ātiawa who held a beneficial interest in the tenths reserves fund and were in breach of the Treaty of Waitangi and its principles. 10
- (11) The Crown acknowledges that the operation and impact of the native land laws on the reserves granted to Te Ātiawa, in particular the awarding of land to individual Te Ātiawa rather than to iwi or hapū, made those lands more susceptible to partition, fragmentation, and alienation. This further contributed to the erosion of the traditional tribal structures of Te Ātiawa. The Crown failed to take adequate steps to protect those structures and this was a breach of the Treaty of Waitangi and its principles. 15 20
- (12) The Crown acknowledges that most of the reserves set aside for Te Ātiawa from the Waitohi and Te Waipounamu purchases have over time been alienated from Te Ātiawa ownership, including through Crown takings from their Waikawa reserve for public works, and from their Queen Charlotte Sound reserves for scenery preservation purposes. 25
- (13) The Crown acknowledges that members of Te Ātiawa were never issued title to land allocated to them on Stewart Island and at Whakapoai under the “landless natives” scheme. The Crown’s failure to implement the scheme effectively meant that it did nothing to alleviate the landless position of those Te Ātiawa in Te Tau Ihu and this was a breach of the Treaty of Waitangi and its principles. 30 35
- (14) The Crown acknowledges that the cumulative effect of Crown actions and omissions left Te Ātiawa virtually landless. The Crown’s failure to ensure that Te Ātiawa retained sufficient

land for their present and future needs was a breach of the Treaty of Waitangi and its principles.

- (15) The Crown acknowledges that environmental modification and degradation, particularly in the Marlborough Sounds, has had a detrimental impact on sites of cultural and spiritual significance to Te Ātiawa and limited the ability of Te Ātiawa to access some of their traditional land and sea resources. 5

**208 Text of apology for Te Ātiawa o Te Waka-a-Māui**

The text of the apology set out in the deed of settlement for Te Ātiawa o Te Waka-a-Māui (**Te Ātiawa**) is as follows: 10

- (1) The Crown makes the following apology to Te Ātiawa, and to their ancestors and descendants.
- (2) The Crown is deeply sorry that it has failed to live up to the obligations it accepted when more than twenty Te Ātiawa rangatira signed the Treaty of Waitangi at Totaranui (Queen Charlotte Sound) in May 1840. 15
- (3) The Crown profoundly regrets and apologises for its actions, which left Te Ātiawa virtually landless in Te Tau Ihu. The Crown recognises that by 1860 Crown land purchases in Te Tau Ihu had largely restricted Te Ātiawa to isolated reserves and marginalised the iwi from the new emerging economy. In particular the Crown regrets that when it arranged the purchase of Waitohi as the site of a town for settlers, this meant Te Ātiawa had to forsake their principal settlement in Totaranui. 20
- (4) The Crown acknowledges that it has failed to appropriately respect Te Ātiawa rangatiratanga. It is greatly remorseful that, over the generations to the present day, Crown actions have undermined your social and traditional structures, and your autonomy and ability to exercise your customary rights and responsibilities. 25 30
- (5) The Crown unreservedly apologises to Te Ātiawa for failing to honour its obligations under the Treaty of Waitangi. Through this apology the Crown seeks to atone for these wrongs and hopes that this settlement will mark the beginning of a new relationship with Te Ātiawa based on the Treaty of Waitangi and its principles. 35



## Subpart 2—Interpretation

### 209 Interpretation of Act generally

It is the intention of Parliament that the provisions of **Parts 4 to 7** are interpreted in a manner that best furthers the agreements expressed in the deeds of settlement.

5

### 210 Interpretation

(1) In **Parts 4 to 7**, unless the context requires another meaning,—

**administering body** has the meaning given by section 2(1) of the Reserves Act 1977

10

**advisory committee** means the committee established by **section 346** to provide advice in relation to the management of rivers and fresh water within the regions of certain councils

**affected person** has the meaning given by section 2AA(2) of the Resource Management Act 1991

15

**aquatic life** has the meaning given by section 2(1) of the Conservation Act 1987

**commercial redress property**—

(a) means a property listed in part 3 of the property redress schedule of a deed of settlement; and

20

(b) to avoid doubt, includes a licensed property and the unlicensed land

**Commissioner of Crown Lands** has the same meaning as Commissioner in section 2 of the Land Act 1948

**consent authority** has the meaning given by section 2(1) of the Resource Management Act 1991

25

**conservation land** means land that is—

(a) vested in the Crown or held in fee simple by the Crown; and

(b) held, managed, or administered by the Department of Conservation under the conservation legislation

30

**conservation legislation** means the Conservation Act 1987 and the Acts listed in Schedule 1 of that Act

**conservation management plan** has the meaning given by section 2(1) of the Conservation Act 1987

35

**conservation management strategy** has the meaning given by section 2(1) of the Conservation Act 1987

**conservation protocol**—

- (a) means a protocol issued by the Minister of Conservation under **section 222(1)(a)**; and 5
- (b) includes any amendments made to the protocol under **section 222(1)(b)**

**conservation protocol area** means the area shown on the map attached to a conservation protocol

**control**, for the purposes of **paragraph (d)** of the definition of Crown body, means,— 10

- (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 15

**Crown** has the meaning given by section 2(1) of the Public Finance Act 1989

**Crown body** means—

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and 20
- (b) a State enterprise (as defined by section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and
- (d) a company or body that is wholly owned or controlled by 1 or more of the following: 25
  - (i) the Crown;
  - (ii) a Crown entity;
  - (iii) a State enterprise;
  - (iv) the New Zealand Railways Corporation; and 30
- (e) a subsidiary, or related company, of a company or body referred to in **paragraph (d)** 30

**Crown forestry licence** means a licence granted under section 14 of the Crown Forest Assets Act 1989

**Crown-owned mineral** means a mineral (as defined by section 2(1) of the Crown Minerals Act 1991)— 35

- (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

**cultural redress property** has the meaning given by **section 264**

**deed of recognition—** 5

- (a) means a deed of recognition issued under **section 239** to the trustees of a settlement trust by—

(i) the Minister of Conservation and the Director-General; or

(ii) the Commissioner of Crown Lands; and 10

- (b) includes any amendments to the deed made under **section 239**

**deed of settlement—**

- (a) means each of the following 4 deeds of settlement, including any schedules or attachments and including any amendments: 15

(i) the deed of settlement for Ngāti Kōata dated 21 December 2012, entered into by the Crown, Ngāti Kōata, and Te Pātaka a Ngāti Kōata:

(ii) the deed of settlement for Ngāti Rārua dated 13 April 2012, entered into by the Crown, Ngāti Rārua, and the Ngāti Rārua Settlement Trust: 20

(iii) the deed of settlement for Ngāti Tama ki Te Tau Ihu dated 20 April 2013, entered into by the Crown, Ngāti Tama ki Te Tau Ihu, and the Ngāti Tama ki Te Waipounamu Trust: 25

(iv) the deed of settlement for Te Ātiawa o Te Waka-a-Māui dated 21 December 2012, entered into by the Crown, Te Ātiawa o Te Waka-a-Māui, and the Te Ātiawa o Te Waka-a-Māui Trust; but 30

- (b) in **section 369 and Schedule 9**,—

(i) for a related settlement iwi, means the deed of settlement for that iwi defined by **section 18(1) of Parts 1 to 3 of the Te Tau Ihu Claims Settlement Act 2013**; or 35

(ii) for Ngati Toa Rangatira, means the deed of settlement for Ngati Toa Rangatira defined by **section 428(1) of Parts 8 to 10 of the Te Tau Ihu Claims Settlement Act 2013**

**deferred selection property** means a property listed in part 4 of the property redress schedule of a deed of settlement—

- (a) that the trustees of the relevant settlement trust have elected to purchase from the Crown by giving notice under paragraph 5.3 of part 5 of that schedule; and 5
- (b) in respect of which the agreement for sale and purchase (formed under paragraph 5.4 or 5.5 of that part 5) has not been cancelled

**Director-General** means the Director-General of Conservation 10

**effective date** means the date that is 6 months after the settlement date

**fisheries protocol**—

- (a) means a protocol issued by the Minister for Primary Industries under **section 222(1)(a)**; and 15
- (b) includes any amendments made to the protocol under **section 222(1)(b)**

**fisheries protocol area** means the area shown on the map attached to a fisheries protocol, together with the adjacent waters

**freshwater fisheries management plan** has the meaning 20 given by section 2(1) of the Conservation Act 1987

**Historic Places Trust** means the New Zealand Historic Places Trust (Pouhere Taonga) continued by section 38 of the Historic Places Act 1993

**historical claims** has the meaning given by **section 213** 25

**interest**, in relation to land, means a lease, tenancy, licence, licence to occupy, easement, covenant, or other right or obligation affecting the land

**land holding agency** means,—

- (a) for a commercial redress property, the land holding 30 agency specified for the property in part 3 of the property redress schedule of the relevant deed of settlement:
- (b) for a deferred selection property, the land holding agency specified for the property in part 4 of the property redress schedule of the relevant deed of settlement 35

**licensed property—**

- (a) means a property listed as a licensed land property in table 1 in part 3 of the property redress schedule of a deed of settlement; but
- (b) excludes— 5
  - (i) all trees growing, standing, or lying on the property; and
  - (ii) all improvements that have been—
    - (A) acquired by any purchaser of the trees on the property; or 10
    - (B) made, after the acquisition of the trees by the purchaser, by the purchaser or the licensee

**licensee** means the registered holder of a Crown forestry licence 15

**licensor** means the licensor of a Crown forestry licence

**LINZ** means Land Information New Zealand

**local authority** has the meaning given by section 5(1) of the Local Government Act 2002

**member**, for a settlement iwi, means an individual referred to in **paragraph (a)** of the definition of that iwi in **section 212(1)** 20

**minerals protocol—**

- (a) means a protocol issued by the Minister of Energy and Resources under **section 222(1)(a)**; and 25
- (b) includes any amendments made to the protocol under **section 222(1)(b)**

**minerals protocol area** means the area shown on the map attached to a minerals protocol, together with the adjacent waters

**national park management plan** has the same meaning as management plan in section 2 of the National Parks Act 1980 30

**overlay classification** has the meaning given by **section 245(1)**

**protocol—**

- (a) means a protocol issued under **section 222(1)(a)**; and 35
- (b) includes any amendments made to the protocol under **section 222(1)(b)**

**public work** has the meaning given by section 2 of the Public Works Act 1981

**regional council** has the meaning given by 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 5

**related company** has the meaning given by section 2(3) of the Companies Act 1993

**related settlement iwi** has the meaning given by **section 211**

**related settlement trust** has the meaning given by **section 211** 10

**representative entity** means—

- (a) the trustees of each settlement trust; and
- (b) any person (including any trustees) acting for, or on behalf of,— 15
  - (i) the collective group referred to in **paragraph (a)** of the definition of Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, or Te Ātiawa o Te Waka-a-Māui in **section 212(1)**; or
  - (ii) 1 or more members of Ngāti Kōata, Ngāti Rārua, 20 Ngāti Tama ki Te Tau Ihu, or Te Ātiawa o Te Waka-a-Māui; or
  - (iii) 1 or more of the whānau, hapū, or groups referred to in **paragraph (c)** of the definition of Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, or 25 Te Ātiawa o Te Waka-a-Māui in **section 212(1)**

**resource consent** has the meaning given by section 2(1) of the Resource Management Act 1991

**responsible Minister** means,—

- (a) for a conservation protocol, the Minister of Conservation; or 30
- (b) for a fisheries protocol, the Minister for Primary Industries; or
- (c) for a minerals protocol, the Minister of Energy and Resources; or 35
- (d) for a taonga tūturu protocol, the Minister for Arts, Culture and Heritage; or

- (e) for any protocol, any other Minister of the Crown authorised by the Prime Minister to exercise powers, and perform functions and duties, in relation to the protocol

**RFR land** has the meaning given by **section 370**

**settlement date** means the date that is 70 working days after the date on which **Parts 4 to 7** come into force 5

**settlement iwi** has the meaning given by **section 211**

**settlement trust** has the meaning given by **section 211**

**statutory acknowledgement** has the meaning given by **section 229(1)** 10

**statutory plan**—

- (a) means a district plan, regional plan, regional coastal plan, regional policy statement, or proposed policy statement (as defined by section 43AA of the Resource Management Act 1991); and 15
- (b) includes a proposed plan (as defined by section 43AAC of that Act)

**subsidiary** has the meaning given by section 5 of the Companies Act 1993

**taonga tūturu**— 20

- (a) has the meaning given by section 2(1) of the Protected Objects Act 1975; and
- (b) includes ngā taonga tūturu (as defined by section 2(1) of that Act)

**taonga tūturu protocol**— 25

- (a) means a protocol issued by the Minister for Arts, Culture and Heritage under **section 222(1)(a)**; and
- (b) includes any amendments made to the protocol under **section 222(1)(b)**

**trustees** means the trustees of a trust acting in their capacity as trustees 30

**unlicensed land** means the land described as Koromiko Forest in table 2 in part 3 of the property redress schedule of the deed of settlement for Ngāti Rārua

**working day** means a day of the week other than— 35

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, and Labour Day; and

- (aa) if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday; and
    - (b) a day in the period starting on 25 December in a year and ending on 15 January in the following year; and
    - (c) the day observed as the anniversary of the province of Nelson, Marlborough, or Wellington. 5
  - (2) In **Parts 4 to 7**, a reference to a transfer or vesting of any land (being the fee simple estate in the land) to or in any trustees includes the transfer or vesting of an undivided share of the fee simple estate in the land. 10
  - (3) **Subsection (2)** applies unless the context requires another meaning.
- 211 Interpretation: iwi and trusts**
- In **Parts 4 to 7**, unless the context requires another meaning,— 15
- Ngāti Apa ki te Rā Tō has the meaning given by **section 20(1) of Parts 1 to 3 of the Te Tau Ihu Claims Settlement Act 2013**
- Ngāti Apa ki te Rā Tō Trust has the meaning given by **section 19 of Parts 1 to 3 of the Te Tau Ihu Claims Settlement Act 2013** 20
- Ngāti Kōata has the meaning given by **section 212(1)**
- Ngāti Kuia has the meaning given by **section 20(1) of Parts 1 to 3 of the Te Tau Ihu Claims Settlement Act 2013**
- Ngāti Rārua has the meaning given by **section 212(1)** 25
- Ngāti Rārua Settlement Trust means the trust with that name established by a deed of trust dated 11 April 2013
- Ngāti Tama ki Te Tau Ihu has the meaning given by **section 212(1)**
- Ngāti Tama ki Te Waipounamu Trust means the trust with that name established by a deed of trust dated 21 April 2013 30
- Ngāti Toa Rangatira has the meaning given by **section 430(1) of Parts 8 to 10 of the Te Tau Ihu Claims Settlement Act 2013**



**Rangitāne o Wairau** has the meaning given by **section 20(1) of Parts 1 to 3 of the Te Tau Ihu Claims Settlement Act 2013**

**Rangitāne o Wairau Settlement Trust** has the meaning given by **section 19 of Parts 1 to 3 of the Te Tau Ihu Claims Settlement Act 2013** 5

**related settlement iwi** means each of the following iwi:

- (a) Ngāti Apa ki te Rā Tō:
- (b) Ngāti Kuia:
- (c) Rangitāne o Wairau 10

**related settlement trust** means,—

- (a) for Ngāti Apa ki te Rā Tō, the Ngāti Apa ki te Rā Tō Trust:
- (b) for Ngāti Kuia, the Te Runanga o Ngāti Kuia Trust:
- (c) for Rangitāne o Wairau, the Rangitāne o Wairau Settlement Trust 15

**settlement iwi** means each of the following iwi:

- (a) Ngāti Kōata:
- (b) Ngāti Rārua:
- (c) Ngāti Tama ki Te Tau Ihu: 20
- (d) Te Ātiawa o Te Waka-a-Māui

**settlement trust** means,—

- (a) for Ngāti Kōata, Te Pātaka a Ngāti Kōata:
- (b) for Ngāti Rārua, the Ngāti Rārua Settlement Trust:
- (c) for Ngāti Tama ki Te Tau Ihu, the Ngāti Tama ki Te Waipounamu Trust: 25
- (d) for Te Ātiawa o Te Waka-a-Māui, the Te Ātiawa o Te Waka-a-Māui Trust

**Te Ātiawa o Te Waka-a-Māui** has the meaning given by **section 212(1)** 30

**Te Ātiawa o Te Waka-a-Māui Trust** means the trust with that name established by a deed of trust dated 19 December 2012

**Te Pātaka a Ngāti Kōata** means the trust with that name established by a deed of trust dated 30 November 2012

**Te Runanga o Ngāti Kuia Trust** has the meaning given by **section 19 of Parts 1 to 3 of the Te Tau Ihu Claims Settlement Act 2013** 35

**Toa Rangatira Trust** has the meaning given by **section 429 of Parts 8 to 10 of the Te Tau Ihu Claims Settlement Act 2013.**

- 212 Meaning of Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui** 5
- (1) In **Parts 4 to 7**,—
- Ngāti Kōata—**
- (a) means the collective group composed of individuals who are descended from both—
    - (i) Te Kōata; and 10
    - (ii) any other recognised ancestor of Ngāti Kōata, including an ancestor identified in clause 8.11 of the deed of settlement for Ngāti Kōata, who exercised customary rights predominantly in relation to the area of interest of Ngāti Kōata at any time after 6 February 1840; and 15
  - (b) includes those individuals; and
  - (c) includes any whānau, hapū, or group to the extent that it is composed of those individuals
- Ngāti Rārua—** 20
- (a) means the collective group composed of individuals who are descended from an ancestor of Ngāti Rārua; and
  - (b) includes those individuals; and
  - (c) includes any whānau, hapū, or group to the extent that it is composed of those individuals 25
- Ngāti Tama ki Te Tau Ihu—**
- (a) means the collective group composed of individuals who are descended from an ancestor of Ngāti Tama ki Te Tau Ihu; and 30
  - (b) includes those individuals; and
  - (c) includes any whānau, hapū, or group to the extent that it is composed of those individuals
- Te Ātiawa o Te Waka-a-Māui—**
- (a) means the collective group composed of individuals who are descended from an ancestor of Te Ātiawa o Te Waka-a-Māui; and 35
  - (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,—
- ancestor of Ngāti Rārua** means—
- (a) an individual identified in clause 8.9 of the deed of settlement for Ngāti Rārua (being the individuals who settled in Golden Bay, Motueka, Whakatu, and Wairau as a result of the raupatu during the 1820s and who were recorded on the title to land or reserves in the area of interest of Ngāti Rārua as Ngāti Rārua owners or occupiers): 5 10
- (b) any other individual who—
- (i) exercised customary rights by virtue of being descended from a recognised tupuna of Ngāti Rārua; and 15
- (ii) exercised the customary rights predominantly in relation to the area of interest of Ngāti Rārua at any time after 6 February 1840
- ancestor of Ngāti Tama ki Te Tau Ihu** means—
- (a) a tupuna identified in part 8 of the documents schedule of the deed of settlement for Ngāti Tama ki Te Tau Ihu: 20
- (b) any other tupuna who exercised customary rights predominantly in relation to the area of interest of Ngāti Tama ki Te Tau Ihu at any time after 6 February 1840 and who is recognised as 1 or more of the following: 25
- (i) a Ngāti Tama ki Te Tau Ihu signatory to the second deed of purchase by the New Zealand Company signed at Arapawa Island in November 1839:
- (ii) a Ngāti Tama ki Te Tau Ihu signatory to the Treaty of Waitangi in Te Tau Ihu: 30
- (iii) a Ngāti Tama ki Te Tau Ihu owner among the original owners of the Māori reserved lands in Nelson and Marlborough (such as native tenths reserves, occupation reserves, original native title blocks, and landless native reserves): 35
- (iv) a Ngāti Tama ki Te Tau Ihu signatory to a deed of sale of land to the Crown during the 1840s or 1850s:

- (v) an individual who, as Ngāti Tama ki Te Tau Ihu, held ahi kā roa in the area of interest of Ngāti Tama ki Te Tau Ihu as established by census records, Native Land Court or Maori Land Court records, or any other document 5

**ancestor of Te Ātiawa o Te Waka-a-Māui** means—

- (a) a Ngātiawa/Te Ātiawa tupuna identified in clause 8.10 of the deed of settlement for Te Ātiawa o Te Waka-a-Māui, being the original Ngātiawa owners of the native reserves lands in Nelson, Marlborough, and Stewart Island / Rakiura (such as native tenths reserves, occupation reserves, original native title blocks, landless native reserves, and Crown grants to Ngātiawa): 10
- (b) any other tupuna who—
- (i) is recognised as Ngātiawa/Te Ātiawa; and 15
- (ii) exercised customary rights predominantly in relation to the area of interest of Te Ātiawa o Te Waka-a-Māui at any time after 6 February 1840 as established by census records, Native Land Court or Maori Land Court records, or any other document 20

**area of interest of Ngāti Kōata** means the area of interest of Ngāti Kōata shown in part 1 of the attachments to the deed of settlement for Ngāti Kōata

**area of interest of Ngāti Rārua** means the area of interest of Ngāti Rārua shown in part 1 of the attachments to the deed of settlement for Ngāti Rārua 25

**area of interest of Ngāti Tama ki Te Tau Ihu** means the area of interest of Ngāti Tama ki Te Tau Ihu shown in part 1 of the attachments to the deed of settlement for Ngāti Tama ki Te Tau Ihu 30

**area of interest of Te Ātiawa o Te Waka-a-Māui** means the area of interest of Te Ātiawa o Te Waka-a-Māui shown in part 1 of the attachments to the deed of settlement for Te Ātiawa o Te Waka-a-Māui 35

**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

**descended,—**

- (a) for Ngāti Rārua, means that a person is descended from another person by— 5
  - (i) birth; or
  - (ii) legal adoption:
- (b) for another settlement iwi, means that a person is descended from another person by— 10
  - (i) birth; or
  - (ii) legal adoption; or
  - (iii) Māori customary adoption in accordance with the tikanga (customary values and practices) of the settlement iwi.

## **213 Meaning of historical claims** 15

- (1) In **Parts 4 to 7, historical claims—**
  - (a) means the claims described in **subsection (2)**; and
  - (b) includes the claims described in **subsections (3) to (6)**; but
  - (c) does not include the claims described in **subsection (7)**. 20
- (2) The historical claims are every claim that a settlement iwi or a representative entity had on or before the settlement date, or may have after the settlement date, and that— 25
  - (a) is, or is founded on, a right arising— 30
    - (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— 35
    - (i) by, or on behalf of, the Crown; or
    - (ii) by or under legislation.
- (3) The historical claims include—
  - (a) a claim to the Waitangi Tribunal that relates exclusively to Ngāti Kōata or a representative entity of Ngāti Kōata,

- including each of the following claims, to the extent that **subsection (2)** applies to the claim:
- (i) Wai 184—Whangarae 1C claim:
  - (ii) Wai 220/1220—Cape Soucis land claim:
  - (iii) Wai 566—Ngāti Kōata iwi claim: 5
  - (iv) Wai 1007—Ngāti Kōata marine farming and aquaculture claim:
  - (v) Wai 1733—D’Urville Island Scenic Reserve claim; and
- (b) any other claim to the Waitangi Tribunal, including each 10  
of the following claims, to the extent that **subsection (2)** applies to the claim and the claim relates to Ngāti Kōata or a representative entity of Ngāti Kōata:
- (i) Wai 56—Nelson lands and fisheries claim:
  - (ii) Wai 102—Te Runanganui o Te Tau Ihu o Te 15  
Waka a Maui Inc claims:
  - (iii) Wai 172—Makara lands claim:
  - (iv) Wai 262—Indigenous flora and fauna and cultural intellectual property claim:
  - (v) Wai 648—Grace Saxton, George Hori Toms, and 20  
colonial laws of succession claim.
- (4) The historical claims include—
- (a) a claim to the Waitangi Tribunal that relates exclusively to Ngāti Rārua or a representative entity of Ngāti Rārua, including each of the following claims, to the extent that 25  
**subsection (2)** applies to the claim:
- (i) Wai 594—Ngāti Rārua claim:
  - (ii) Wai 956—Warren Pahia and Joyce Te Tio Stephens Whānau Trust claim:
  - (iii) Wai 1617—Ngāti Turanga-a-peke lands claim: 30
  - (iv) Wai 1635—Ngāti Turanga-a-peke marine environment claim; and
- (b) any other claim to the Waitangi Tribunal, including each 35  
of the following claims, to the extent that **subsection (2)** applies to the claim and the claim relates to Ngāti Rārua or a representative entity of Ngāti Rārua:
- (i) Wai 56—Nelson lands and fisheries claim:
  - (ii) Wai 102—Te Runanganui o Te Tau Ihu o Te  
Waka a Maui Inc claims:

- (iii) Wai 830—Sandy Bay Section 27 and Motueka  
Section 157 (Pounamu Block) claim.
- (5) The historical claims include—
  - (a) a claim to the Waitangi Tribunal that relates exclusively  
to Ngāti Tama ki Te Tau Ihu or a representative entity of  
Ngāti Tama ki Te Tau Ihu, including each of the follow-  
ing claims, to the extent that **subsection (2)** applies to  
the claim:
    - (i) Wai 723:
    - (ii) Wai 1043:
    - (iii) Wai 1734; and
  - (b) any other claim to the Waitangi Tribunal, including each  
of the following claims, to the extent that **subsection  
(2)** applies to the claim and the claim relates to Ngāti  
Tama ki Te Tau Ihu or a representative entity of Ngāti  
Tama ki Te Tau Ihu:
    - (i) Wai 56:
    - (ii) Wai 102:
    - (iii) Wai 104.
- (6) The historical claims include—
  - (a) a claim to the Waitangi Tribunal that relates exclusively  
to Te Ātiawa o Te Waka-a-Māui or a representative en-  
tity of Te Ātiawa o Te Waka-a-Māui, including each of  
the following claims, to the extent that **subsection (2)**  
applies to the claim:
    - (i) Wai 124—Waikawa lands claim:
    - (ii) Wai 379—Marlborough Sounds and Picton  
claim:
    - (iii) Wai 607—Te Ātiawa, Ngātiawa ki Te Tau Ihu  
claim:
    - (iv) Wai 851—Queen Charlotte Sound claim:
    - (v) Wai 920—Waikawa Block claim:
    - (vi) Wai 921—the Waikawa No. 1 Block claim:
    - (vii) Wai 922—Grennell adoption and ancestral lands  
claim:
    - (viii) Wai 923—Park Motueka Reserves claim:
    - (ix) Wai 924—Kinana Waikawa Village claim:
    - (x) Wai 925—Barcello Anatohia Bay claim:

Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
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- (xi) Wai 927—Bowdler Waikawa Village Block claim:
- (xii) Wai 1002—Te Ātiawa ki Motueka northern South Island claim:
- (xiii) Wai 1005—Te Ātiawa marine farming and aqua- 5  
culture claim:
- (xiv) Wai 1454—Te Ātiawa ki Te Tau Ihu water rights claim:
- (xv) Wai 1895—Lake Grassmere lands and resources 10  
claim; and
- (b) any other claim to the Waitangi Tribunal, including each of the following claims, to the extent that **subsection (2)** applies to the claim and the claim relates to Te Ātiawa o Te Waka-a-Māui or a representative entity of Te Ātiawa o Te Waka-a-Māui: 15
  - (i) Wai 56—Nelson lands and fisheries claim:
  - (ii) Wai 102—Te Runanganui o Te Tau Ihu o Te Waka a Maui Inc claims:
  - (iii) Wai 104—Whakarewa Trust claim:
  - (iv) Wai 830—Sandy Bay Section 27 and Motueka 20  
Section 157 (Pounamu Block) claim:
  - (v) Wai 1987—Te Awhaiti Village claim.
- (7) However, the historical claims do not include—
  - (a) a claim that a member of Ngāti Kōata, or a whānau, hapū, or group referred to in **paragraph (c)** of the def- 25  
inition of Ngāti Kōata in **section 212(1)**, had or may have that is, or is founded on, a right arising by virtue of being descended from an ancestor who is not referred to in **paragraph (a)** of that definition; or
  - (b) a claim that a representative entity of Ngāti Kōata had 30  
or may have that is, or is founded on, a claim described in **paragraph (a)**; or
  - (c) a claim that a member of Ngāti Rārua, or a whānau, hapū, or group referred to in **paragraph (c)** of the def- 35  
inition of Ngāti Rārua in **section 212(1)**, had or may have that is, or is founded on, a right arising by virtue of being descended from a person other than an ancestor of Ngāti Rārua (as defined in **section 212(2)**); or



- (d) a claim that a representative entity of Ngāti Rārua had or may have that is, or is founded on, a claim described in **paragraph (c)**; or
- (e) a claim that a member of Ngāti Tama ki Te Tau Ihu, or a whānau, hapū, or group referred to in **paragraph (c)** of the definition of Ngāti Tama ki Te Tau Ihu in **section 212(1)**, had or may have that is, or is founded on, a right arising by virtue of being descended from a person other than an ancestor of Ngāti Tama ki Te Tau Ihu (as defined in **section 212(2)**); or 5
- (f) a claim that a representative entity of Ngāti Tama ki Te Tau Ihu had or may have that is, or is founded on, a claim described in **paragraph (e)**; or 10
- (g) a claim that a member of Te Ātiawa o Te Waka-a-Māui, or a whānau, hapū, or group referred to in **paragraph (c)** of the definition of Te Ātiawa o Te Waka-a-Māui in **section 212(1)**, had or may have that is, or is founded on, a right arising by virtue of being descended from a person other than an ancestor of Te Ātiawa o Te Waka-a-Māui (as defined in **section 212(2)**); or 15
- (h) a claim that a representative entity of Te Ātiawa o Te Waka-a-Māui had or may have that is, or is founded on, a claim described in **paragraph (g)**. 20
- (8) 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. 25

### Subpart 3—Settlement of historical claims

#### *Historical claims settled and jurisdiction of courts, etc, removed*

- 214 Settlement of historical claims final** 30
- (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 acknowledgements expressed in, or the provisions of, the deeds of settlement. 35

- (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 5
  - (b) the deeds of settlement; or
  - (c) **Parts 4 to 7**; or
  - (d) the redress provided under the deeds of settlement or **Parts 4 to 7**.
- (5) **Subsection (4)** does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the deeds of settlement or **Parts 4 to 7**. 10
- (6) **Subsections (1) to (5)** do not affect—
- (a) the ability of a plaintiff to pursue the appeal filed in the Court of Appeal as CA 436/2012; or 15
  - (b) the ability of any person to pursue an appeal from a decision of the Court of Appeal; or
  - (c) the ability of a plaintiff to obtain any relief claimed in the Wakatū proceedings to which the plaintiff is entitled.
- (7) To avoid doubt, **subsection (6)** does not preserve any claim by or on behalf of a person who is not a plaintiff. 20
- (8) In this section,—
- plaintiff** means a plaintiff named in the Wakatū proceedings
- Wakatū proceedings** means the proceedings filed in the High Court as CIV–2010–442–181. 25

*Consequential amendment to Treaty of Waitangi  
Act 1975*

**215 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
- “Parts 4 to 7 of the Te Tau Ihu Claims Settlement Act 2013, section 214(4) and (5)”**. 30

*Protections no longer apply*

**216 Certain enactments do not apply**

- (1) The enactments listed in **subsection (2)** do not apply— 35

- (a) to land in the Nelson Land District or Marlborough Land District; or
    - (b) for the benefit of a settlement iwi or a representative entity.
  - (2) The enactments are— 5
    - (a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975:
    - (b) sections 27A to 27C of the State-Owned Enterprises Act 1986:
    - (c) sections 211 to 213 of the Education Act 1989:
    - (d) Part 3 of the Crown Forest Assets Act 1989: 10
    - (e) Part 3 of the New Zealand Railways Corporation Re-structuring Act 1990.
- 217 Removal of memorials**
- (1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify each computer register 15  
for the Nelson Land District or Marlborough Land District that has a memorial recorded under any enactment listed in **section 216(2)**.
  - (2) The chief executive of LINZ must issue a certificate under **subsection (1)** as soon as is reasonably practicable after the 20  
settlement date.
  - (3) Each certificate must state that it is issued under this section.
  - (4) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under **subsection (1)**, 25  
remove any memorial recorded under an enactment listed in **section 216(2)** from each computer register identified in the certificate.

#### Subpart 4—Other matters

- 218 Rule against perpetuities does not apply**
- (1) The rule against perpetuities and the provisions of the Perpetu- 30  
ities Act 1964 do not—
    - (a) prescribe or restrict the period during which—
      - (i) a settlement trust may exist in law; or
      - (ii) the trustees of a settlement trust may hold or deal 35  
with property (including income derived from property); or

- (b) apply to a document entered into to give effect to a 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. 5
- (2) However, if a 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.
- 219 Access to deeds of settlement** 10
- The chief executive of the Ministry of Justice must make copies of the deeds 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 15
- (b) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.
- 220 Provisions of other Acts that have same effect**
- If a provision in **Parts 4 to 7** has the same effect as a provision in 1 or both of **Parts 1 to 3 of the Te Tau Ihu Claims Settlement Act 2013** and **Parts 8 to 10 of the Te Tau Ihu Claims Settlement Act 2013**, the provisions must be given effect to only once as if they were 1 provision. 20

## Part 5

25

### Cultural redress

#### Subpart 1—Protocols

##### *General provisions*

- 221 Interpretation**
- In this subpart, **relevant trustees**, for a protocol, means the trustees of a settlement trust to whom the protocol may be or has been issued. 30

## **222 Issue, amendment, and cancellation of protocols**

- (1) Each responsible Minister—
  - (a) must issue a protocol to the trustees of each settlement trust in the form set out in part 4 of the documents schedule of the relevant deed of settlement; and 5
  - (b) may amend or cancel that protocol.
- (2) The responsible Minister may amend or cancel a protocol at the initiative of—
  - (a) the relevant trustees; or
  - (b) the responsible Minister. 10
- (3) The responsible Minister may amend or cancel a protocol only after consulting, and having particular regard to the views of, the relevant trustees.

## **223 Protocols subject to rights, functions, and obligations**

- Protocols do not restrict— 15
- (a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and Government policy, which includes the ability to—
    - (i) introduce legislation and change Government policy; and 20
    - (ii) interact with or consult a person that 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 25
  - (c) the legal rights of a settlement iwi or a representative entity.

## **224 Enforceability of protocols**

- (1) The Crown must comply with a protocol while it is in force. 30
- (2) If the Crown fails, without good cause, to comply with a protocol, the relevant trustees may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) Despite **subsection (2)**, damages or any form of monetary compensation are not available as a remedy for a failure by 35 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 relevant trustees in enforcing the protocol under **subsection (2)**. 5
- 225 Limitation of rights**
- (1) A conservation protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to,— 10
    - (a) the common marine and coastal area (as defined by section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011); or
    - (b) land held, managed, or administered, or flora or fauna managed or administered, under the conservation legislation. 15
  - (2) A fisheries protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including in respect of fish, aquatic life, and seaweed) held, managed, or administered under any of the following enactments: 20
    - (a) the Fisheries Act 1996:
    - (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992:
    - (c) the Maori Commercial Aquaculture Claims Settlement Act 2004: 25
    - (d) the Maori Fisheries Act 2004.
  - (3) A minerals protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, Crown-owned minerals. 30
  - (4) A 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.

*Noting of conservation, fisheries, and minerals  
protocols*

**226 Noting of conservation protocols**

- (1) A summary of the terms of a conservation protocol must be noted in the conservation documents affecting the conservation protocol area for that protocol. 5
- (2) The noting of a conservation protocol is—
  - (a) for the purpose of public notice only; and
  - (b) not an amendment to the conservation documents for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980. 10
- (3) In this section, **conservation document** means a conservation management plan, conservation management strategy, freshwater fisheries management plan, or national park management plan. 15

**227 Noting of fisheries protocols**

- (1) A summary of the terms of a fisheries protocol must be noted in fisheries plans affecting the fisheries protocol area for that protocol.
- (2) The noting of a fisheries protocol is— 20
  - (a) for the purpose of public notice only; and
  - (b) not an amendment to the fisheries plans for the purposes of section 11A of the Fisheries Act 1996.
- (3) In this section, **fisheries plan** means a plan approved or amended under section 11A of the Fisheries Act 1996. 25

**228 Noting of minerals protocols**

- (1) A summary of the terms of a minerals protocol must be noted in—
  - (a) a register of protocols maintained by the chief executive of the Ministry of Business, Innovation, and Employment; and 30
  - (b) the minerals programmes affecting the minerals protocol area for that protocol, but only when those programmes are changed.
- (2) The noting of a minerals protocol is— 35
  - (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) In this section, **minerals programme** has the meaning given by section 2(1) of the Crown Minerals Act 1991.

## Subpart 2—Statutory acknowledgement and deeds of recognition 5

### *Statutory acknowledgement*

#### 229 Interpretation

- (1) In **Parts 4 to 7**, **statutory acknowledgement** means the acknowledgement made by the Crown in **section 230** in respect of each statutory area, on the terms set out in this subpart. 10
- (2) In this subpart,—
  - coastal statutory area** means the statutory area described in **Schedule 5** as Te Tau Ihu coastal marine area
  - 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 15
  - relevant iwi**, for a statutory area, means the 1 or more iwi listed in **Schedule 5** as having an association with the statutory area 20
  - relevant trustees**, for a statutory area, means the trustees of the settlement trust of each of the relevant iwi for the statutory area
  - statements of association** means the statements—
    - (a) made by the relevant iwi of their particular cultural, spiritual, historical, and traditional association with the statutory areas (except the coastal statutory area); and 25
    - (b) that are in the form set out in part 2 (or, for Te Ātiawa o Te Waka-a-Māui, in part 1.3) of the documents schedule of each deed of settlement 30
  - statements of coastal values** means the statements—
    - (a) made by the relevant iwi of their particular values relating to the coastal statutory area; and
    - (b) that are in the form set out in part 2.1 (or, for Te Ātiawa o Te Waka-a-Māui, in part 1.4) of the documents schedule of each deed of settlement 35



**statutory area** means an area described in **Schedule 5**, with the general location (but not the precise boundaries) indicated on the deed plan referred to in relation to the area.

**230 Statutory acknowledgement by the Crown**

The Crown acknowledges the statements of association and the statements of coastal values. 5

**231 Purposes of statutory acknowledgement**

The only purposes of the statutory acknowledgement are—

- (a) to require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement, as provided for in **sections 232 to 234**; and 10
- (b) to require relevant consent authorities to provide summaries of resource consent applications, or copies of notices of resource consent applications, to the relevant trustees, as provided for in **section 236**; and 15
- (c) to enable the relevant trustees and members of the relevant iwi to cite the statutory acknowledgement as evidence of the iwi's association with a statutory area, as provided for in **section 237**. 20

**232 Relevant consent authorities to have regard to statutory acknowledgement**

- (1) On and from the effective date, a relevant consent authority must have regard to the statutory acknowledgement relating to a statutory area in deciding, under section 95E of the Resource Management Act 1991, whether the relevant trustees are affected persons in relation to an activity within, adjacent to, or directly affecting the statutory area and for which an application for a resource consent has been made. 25
- (2) **Subsection (1)** does not limit the obligations of a relevant consent authority under the Resource Management Act 1991. 30

**233 Environment Court to have regard to statutory  
acknowledgement**

- (1) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to a statutory area in deciding, under section 274 of the Resource Management Act 1991, whether the relevant trustees are persons who have an interest in proceedings that is greater than the interest that the general public has in respect of an application for a resource consent for activities within, adjacent to, or directly affecting the statutory area. 5 10
- (2) **Subsection (1)** does not limit the obligations of the Environment Court under the Resource Management Act 1991.

**234 Historic Places Trust and Environment Court to have  
regard to statutory acknowledgement**

- (1) This section applies if, on or after the effective date, an application is made under section 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site within a statutory area. 15
- (2) The Historic Places Trust must have regard to the statutory acknowledgement relating to a statutory area in exercising its powers under section 14 of the Historic Places Act 1993 in relation to the application, including in determining whether the relevant trustees are directly affected by an extension of time. 20
- (3) The Environment Court must have regard to the statutory acknowledgement relating to a statutory area 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, including in determining whether the relevant trustees are directly affected by the decision. 25 30
- (4) In this section, **archaeological site** has the meaning given by section 2 of the Historic Places Act 1993.

**235 Recording statutory acknowledgement on statutory plans**

- (1) On and from the effective date, each relevant consent authority must attach information recording the statutory acknowledgement- 35

ment to all statutory plans that wholly or partly cover a statutory area.

- (2) The information attached to a statutory plan must include—
  - (a) the relevant provisions of **sections 229 to 238** in full; and 5
  - (b) the descriptions of the statutory areas wholly or partly covered by the plan; and
  - (c) any statements of association or statements of coastal values for the statutory areas.
- (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 10
  - (b) subject to the provisions of Schedule 1 of the Resource Management Act 1991. 15

**236 Provision of summaries or notices of certain applications to relevant trustees**

- (1) Each relevant consent authority must, for a period of 20 years starting on the effective date, provide the following to the relevant 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. 25
- (2) The information provided in a summary of an application 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 relevant trustees and the relevant consent authority. 30
- (3) A summary of an application must be provided under **subsection (1)(a)**—
  - (a) as soon as is reasonably practicable after the consent authority receives the application; but 35

- (b) before the consent authority decides under section 95 of the Resource Management Act 1991 whether to notify the application.
  - (4) A copy of a notice of an application must be provided under **subsection (1)(b)** no later than 10 working days after the day on which the consent authority receives the notice. 5
  - (5) This section does not affect a relevant consent authority's obligation,—
    - (a) under section 95 of the Resource Management Act 1991, to decide whether to notify an application, and to notify the application if it decides to do so; or 10
    - (b) under section 95E of that Act, to decide whether the relevant trustees are affected persons in relation to an activity.
- 237 Use of statutory acknowledgement 15**
  - (1) The relevant trustees and any member of the relevant iwi may, as evidence of the iwi's association with a statutory area, cite the statutory acknowledgement that relates to that area in submissions to, and in proceedings before, a relevant consent authority, the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991, the Environment Court, or the Historic Places Trust concerning activities within, adjacent to, or directly affecting the statutory area. 20
  - (2) The content of a statement of association or statement of coastal values is not, by virtue of the statutory acknowledgement, binding as fact on—
    - (a) relevant consent authorities:
    - (b) the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991: 30
    - (c) the Environment Court:
    - (d) the Historic Places Trust:
    - (e) parties to proceedings before those bodies:
    - (f) any other person who is entitled to participate in those proceedings. 35
  - (3) However, the bodies and persons specified in **subsection (2)** may take the statutory acknowledgement into account.

- (4) To avoid doubt,—
- (a) neither the relevant trustees nor members of a relevant iwi are precluded from stating that the iwi has an association with a statutory area that is not described in the statutory acknowledgement; and 5
  - (b) the content and existence of the statutory acknowledgement do not limit any statement made.

**238 Relevant trustees may waive rights**

- (1) The relevant trustees may waive the right to be provided with summaries, and copies of notices, of resource consent applications under **section 236** in relation to a statutory area. 10
- (2) The relevant trustees may waive the right to have a relevant consent authority, the Environment Court, or the Historic Places Trust have regard to the statutory acknowledgement under **sections 232 to 234** in relation to the coastal statutory area. 15
- (3) Rights must be waived by written notice to the relevant consent authority, the Environment Court, or the Historic Places Trust stating—
  - (a) the scope of the waiver; and 20
  - (b) the period for which it applies.
- (4) An obligation under this subpart does not apply to the extent that the corresponding right has been waived under this section.

*Deeds of recognition* 25

**239 Issue and amendment of deeds of recognition**

- (1) Deeds of recognition must be issued to the trustees of the settlement trust of an iwi in respect of the statutory areas with which the iwi has an association as listed in **Schedule 5**, except the areas referred to as— 30
  - (a) Westhaven (Te Tai Tapu) Marine Reserve and Westhaven (Whanganui Inlet) Wildlife Management Reserve; and
  - (b) Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve; and 35
  - (c) Kaka Point; and

- (d) Te Tau Ihu coastal marine area.
- (2) The Minister of Conservation and the Director-General must issue a deed of recognition for the relevant statutory areas administered by the Department of Conservation.
- (3) The Commissioner of Crown Lands must issue a deed of recognition for the relevant statutory areas administered by the Commissioner. 5
- (4) A deed of recognition must be issued in the form set out in part 3 (or, for Te Ātiawa o Te Waka-a-Māui, in part 2) of the documents schedule of the relevant deed of settlement. 10
- (5) The person or people who issue a deed of recognition to trustees may amend the deed, but only with the written consent of the trustees.
- (6) For the purposes only of issuing or amending a deed of recognition, Titi Island Nature Reserve is a statutory area (as if listed in **Schedule 5**)— 15
  - (a) with the general location (but not the precise boundaries) indicated on deed plan OTS-202-52; and
  - (b) with which Te Ātiawa o Te Waka-a-Māui has an association. 20

### *General provisions*

#### **240 Application to river or stream**

- (1) If any part of the statutory acknowledgement applies to a river or stream (including a tributary), that part of the acknowledgement— 25
  - (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, meaning the land that the waters of the river or stream cover at its fullest flow without flowing over its banks; but 30
  - (b) does not apply to—
    - (i) a part of the bed of the river or stream that is not owned by the Crown; or 35
    - (ii) an artificial watercourse.

- (2) If any part of a deed of recognition applies to a river or stream (including a tributary), that part of the deed—
    - (a) applies only to the bed of the river or stream, meaning the land that the waters of the river or stream cover at its fullest flow without flowing over its banks; but 5
    - (b) does not apply to—
      - (i) a part of the bed of the river or stream that is not owned and managed by the Crown; or
      - (ii) the bed of an artificial watercourse.
- 241 Exercise of powers and performance of functions and duties 10**
- (1) The statutory acknowledgement and the deeds 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 legislation or a bylaw. 15
  - (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 association of the relevant iwi with a statutory area than that person would give if there were no statutory acknowledgement or deed of recognition for the statutory area. 20
  - (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, the Director-General, or the Commissioner of Crown Lands by a deed of recognition. 25
- 242 Rights not affected**
- (1) The statutory acknowledgement and the deeds of recognition do not affect the lawful rights or interests of a person who is not a party to a deed of settlement. 30
  - (2) This section is subject to the other provisions of this subpart.
- 243 Limitation of rights**
- (1) The statutory acknowledgement and the deeds of recognition do not have the effect of granting, creating, or providing evi- 35

dence 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*

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**244 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  
“**Parts 4 to 7 of the Te Tau Ihu Claims Settlement Act  
2013**”.

10

Subpart 3—Overlay classification

**245 Interpretation**

- (1) In **Parts 4 to 7**, overlay classification—

- (a) means the application of this subpart to each overlay site; and 15  
(b) for Ngāti Kōata, is known as he uhi takai; and  
(c) for Ngāti Rārua, is known as parirau whakaruru; and  
(d) for Ngāti Tama ki Te Tau Ihu, is known as te korowai mana; and  
(e) for Te Ātiawa o Te Waka-a-Māui, is known as kahukiwi. 20

- (2) In this subpart,—

**Conservation Board** means a board established under section 6L of the Conservation Act 1987

**iwi values**, for each overlay site, means the values stated by the relevant iwi in their statements of iwi values 25

**New Zealand Conservation Authority** means the authority established by section 6A of the Conservation Act 1987

**overlay site**—

- (a) means a site that is declared under **section 246** to be subject to the overlay classification; but 30  
(b) does not include an area that is declared under **section 260(1)** to no longer be subject to the overlay classification

**protection principles**, for an overlay site, means the protection principles set out for the site in paragraph 4.1 of part 1 35



(or, for Te Ātiawa o Te Waka-a-Māui, of part 3) of the documents schedule of the relevant deed of settlement, including any amendments made to the principles under **section 249(3) relevant iwi**, for an overlay site, means the 1 or more iwi listed in **Schedule 6** as having an association with the overlay site 5  
**relevant trustees**, for an overlay site, means the trustees of the settlement trust of each of the relevant iwi for the overlay site  
**specified actions**, for an overlay site, means the actions set out for the site in paragraph 5.1 of part 1 (or, for Te Ātiawa o Te Waka-a-Māui, of part 3) of the documents schedule of the 10 relevant deed of settlement  
**statements of iwi values**, for each overlay site, means the statements—  
(a) made by the relevant iwi of their values relating to their cultural, spiritual, historical, and traditional association 15 with the overlay site; and  
(b) that are in the form set out in paragraph 3 of part 1 (or, for Te Ātiawa o Te Waka-a-Māui, of part 3) of the documents schedule of the relevant deed of settlement.

**246 Declaration of overlay classification** 20  
Each site described in **Schedule 6** is declared to be subject to the overlay classification.

**247 Acknowledgement by the Crown of statements of iwi values**  
The Crown acknowledges the statements of iwi values of the 25 relevant iwi in relation to the overlay sites.

**248 Purposes of overlay classification**  
The only purposes of the overlay classification are—  
(a) to require the New Zealand Conservation Authority and relevant Conservation Boards to consult the relevant 30 trustees and to have particular regard to the statements of iwi values, the protection principles, and the views of the relevant trustees, as provided for in **sections 250 and 251**; and

- (b) to require the New Zealand Conservation Authority to give the relevant trustees an opportunity to make submissions, as provided for in **section 252**; and
- (c) to enable the taking of action under **sections 253 to 258**.

5

**249 Agreement on protection principles**

- (1) The relevant trustees and the Minister of Conservation may agree on and publicise protection principles that are intended to prevent—
  - (a) harm to the iwi values in relation to an overlay site; or
  - (b) the diminishing of the iwi values in relation to an overlay site.
- (2) The protection principles set out in paragraph 4.1 of part 1 (or, for Te Ātiawa o Te Waka-a-Māui, of part 3) of the documents schedule of a deed of settlement are to be treated as having been agreed by the relevant trustees and the Minister of Conservation.
- (3) The relevant trustees and the Minister of Conservation may agree in writing to any amendments to the protection principles.

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**250 New Zealand Conservation Authority and Conservation Boards to have particular regard to certain matters**

When the New Zealand Conservation Authority or a Conservation Board considers or approves a conservation management strategy, conservation management plan, or national park management plan in relation to an overlay site, it must have particular regard to—

- (a) the statements of iwi values for the site; and
- (b) the protection principles for the site.

25

**251 New Zealand Conservation Authority and Conservation Boards to consult relevant trustees**

Before approving a conservation management strategy, conservation management plan, or national park management plan in relation to an overlay site, the New Zealand Conservation Authority or a Conservation Board must—

- (a) consult the relevant trustees; and

35

- (b) have particular regard to the views of the relevant trustees as to the effect of the strategy or plan on—
  - (i) the iwi values for the site; and
  - (ii) the protection principles for the site.

## 252 Conservation management strategy 5

If the relevant trustees advise the New Zealand Conservation Authority in writing that they have significant concerns about a draft conservation management strategy in relation to an overlay site, the New Zealand Conservation Authority must, before approving the strategy, give the trustees an opportunity to make submissions in relation to those concerns. 10

## 253 Noting of overlay classification

- (1) The application of the overlay classification to an overlay site must be noted in any conservation management strategy, conservation management plan, or national park management plan affecting the site. 15
- (2) The noting of the overlay classification under **subsection (1)**—
  - (a) is for the purpose of public notice only; and
  - (b) is 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. 20

## 254 Notification in *Gazette*

- (1) The Minister of Conservation must notify the following in the *Gazette*: 25
  - (a) the application of the overlay classification to each overlay site, as soon as practicable after the settlement date; and
  - (b) the protection principles for each overlay site, as soon as practicable after the settlement date; and 30
  - (c) any amendment to the protection principles agreed under **section 249(3)**, as soon as practicable after the amendment has been agreed in writing.
- (2) The Director-General may notify in the *Gazette* any action (including any specified action) taken or intended to be taken under **section 255 or 256**. 35

## 255 Actions by Director-General

- (1) The Director-General must take action in relation to the protection principles that relate to an overlay site, including the specified actions.
- (2) The Director-General retains complete discretion to determine the method and extent of the action to be taken. 5
- (3) The Director-General must notify the relevant trustees in writing of any action intended to be taken.

## 256 Amendment to strategy or plan

- (1) The Director-General may initiate an amendment to a conservation management strategy, conservation management plan, or national park management plan to incorporate objectives relating to the protection principles that relate to an overlay site. 10
- (2) The Director-General must consult any relevant Conservation Board before initiating an amendment under **subsection (1)**. 15
- (3) An amendment initiated under **subsection (1)** is an amendment for the purposes of section 171(1) to (3) of the Conservation Act 1987 or section 46(1) to (4) of the National Parks Act 1980, as the case may be.

## 257 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 256(1)**: 25
  - (b) to regulate or prohibit activities or conduct by members of the public in relation to an overlay site:
  - (c) to create offences for breaching any regulations made under **paragraph (b)**:
  - (d) to provide for the following fines to be imposed: 30
    - (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 during which the offence continues. 35

## 258 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 256(1)**: 5
- (b) to regulate or prohibit activities or conduct by members of the public in relation to an overlay site:
- (c) to create offences for breaching any bylaws made under **paragraph (b)**:
- (d) to provide for the following fines to be imposed: 10
  - (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 during which the offence continues. 15

## 259 Existing classification of overlay sites

- (1) This section applies if the overlay classification applies to any land in—
  - (a) a national park under the National Parks Act 1980; or
  - (b) a conservation area under the Conservation Act 1987; 20
  - or
  - (c) a reserve under the Reserves Act 1977.
- (2) The overlay classification does not affect—
  - (a) the purpose of the national park, conservation area, or reserve; or 25
  - (b) the classification of the land as a national park, conservation area, or reserve.

## 260 Termination of overlay classification

- (1) The Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, declare that all or part of an overlay site is no longer subject to the overlay classification. 30
- (2) The Minister of Conservation must not make a recommendation for the purposes of **subsection (1)** unless—
  - (a) the relevant trustees and the Minister of Conservation have agreed in writing that the overlay classification is no longer appropriate for the relevant area; or 35

- (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 another Minister of the Crown or to the Commissioner of Crown Lands. 5
  - (3) **Subsection (4)** applies 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 overlay site.
  - (4) The Crown must take reasonable steps to ensure that the relevant trustees continue to have input into the management of the relevant area. 10
- 261 Exercise of powers and performance of functions and duties**
  - (1) The overlay classification does not affect, and must not be taken into account by, a person exercising a power or performing a function or duty under legislation or a bylaw. 15
  - (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 iwi values that relate to an overlay site than that person would give if the site were not subject to the overlay classification. 20
  - (3) **Subsection (2)** does not limit **subsection (1)**.
  - (4) This section is subject to the other provisions of this subpart.
- 262 Rights not affected** 25
  - (1) The overlay classification does not affect the lawful rights or interests of a person who is not a party to a deed of settlement.
  - (2) This section is subject to the other provisions of this subpart.
- 263 Limitation of rights**
  - (1) The overlay classification does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, an overlay site. 30
  - (2) This section is subject to the other provisions of this subpart.

## Subpart 4—Vesting of cultural redress properties

### 264 Interpretation

In **Parts 4 to 7**, unless the context requires another meaning,—

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**cultural redress property** means each of the following sites, and each site means the land described by that name in **Schedule 7**:

#### *Sites that vest in fee simple*

- |   |    |
|---|----|
| (1) Catherine Cove:                     | 10 |
| (2) Whangarae Bay (Okiwi Bay):          |    |
| (3) Glenhope (Kawatiri):                |    |
| (4) Kawatiri Confluence:                |    |
| (5) Wairau Pā:                          |    |
| (6) Rārangi (Ngāti Rārua):              | 15 |
| (7) Wainui urupā:                       |    |
| (8) Tapu Bay (Kaiteriteri):             |    |
| (9) Umukuri Bay urupā (Arapaoa Island): |    |
| (10) Tapu Bay (Motueka):                |    |
| (11) Pūponga Farm, Cape House:          | 20 |
| (12) Pūponga Farm, Triangle Flat:       |    |
| (13) Puketawai:                         |    |

#### *Sites that vest in fee simple subject to conservation covenants*

- |                                   |    |
|-----------------------------------|----|
| (14) Lucky Bay:                   | 25 |
| (15) Whangarae Estuary:           |    |
| (16) Wharf Road (Okiwi Bay):      |    |
| (17) Te Tai Tapu (Snake Creek):   |    |
| (18) Coombe Rocks:                |    |
| (19) Hori Bay:                    | 30 |
| (20) Pakawau Inlet:               |    |
| (21) Onauku Bay (Arapaoa Island): |    |
| (22) Anatoia Islands:             |    |
| (23) Te Tai Tapu (Anatori South): |    |
| (24) Te Tai Tapu (Anatori North): | 35 |

#### *Sites that vest in fee simple to be administered as reserves*

- |                          |  |
|--------------------------|--|
| (25) Moukirikiri Island: |  |
|--------------------------|--|

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Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
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- |                                      |    |
|--------------------------------------|----|
| (26) Pah Point (Whanganui Inlet):    |    |
| (27) Waikutakuta / Robin Hood Bay:   |    |
| (28) Tākaka River Mouth:             |    |
| (29) Parapara Peninsula:             |    |
| (30) Momorangi Point:                | 5  |
| (31) Wedge Point:                    |    |
| (32) Ngākuta Point:                  |    |
| (33) Ngaruru (Arapaoa Island):       |    |
| (34) Arapawa Māori Rowing Club site: |    |
| (35) Katoa Point:                    | 10 |
| (36) Moioio Island:                  |    |
| (37) Pūponga Point Pā site:          |    |
| (38) Mātangi Āwhio (Nelson):         |    |
| (39) Pukatea / Whites Bay:           |    |
| (40) Horahora-kākahu:                | 15 |
| (41) Tokomaru / Mount Robertson      |    |
- jointly vested site** means each of the following sites:
- |                                  |    |
|----------------------------------|----|
| (a) Pūponga Farm, Cape House:    |    |
| (b) Pūponga Farm, Triangle Flat: |    |
| (c) Puketawai:                   | 20 |
| (d) Te Tai Tapu (Anatori South): |    |
| (e) Te Tai Tapu (Anatori North): |    |
| (f) Pūponga Point Pā site:       |    |
| (g) Mātangi Āwhio (Nelson):      |    |
| (h) Pukatea / Whites Bay:        | 25 |
| (i) Horahora-kākahu:             |    |
| (j) Tokomaru / Mount Robertson   |    |

**reserve site** means each of the 17 sites in **paragraphs (25) to (41)** of the definition of cultural redress property, except that only the parts of Ngaruru (Arapaoa Island) that are Sections 1 and 3 on SO 428534 are a reserve site. 30

*Sites that vest in fee simple*

**265 Catherine Cove**

- (1) The reservation of Catherine Cove (being part of D'Urville Island Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked. 35



- (2) The fee simple estate in Catherine Cove then vests in the trustees of Te Pātaka a Ngāti Kōata.

**266 Whangarae Bay (Okiwi Bay)**

- (1) The reservation of Whangarae Bay (Okiwi Bay) (being part of Okiwi Bay & Moncrieff Scenic Reserve) as a scenic reserve 5  
subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Whangarae Bay (Okiwi Bay) then vests in the trustees of Te Pātaka a Ngāti Kōata.
- (3) The trustees of Te Pātaka a Ngāti Kōata, as occupiers of Whangarae Bay (Okiwi Bay), are then bound by a fencing 10  
covenant (as defined in section 2 of the Fencing Act 1978) in favour of the Crown, as occupier of Section 3 SO 430484.
- (4) To avoid doubt, section 5(2) of the Fencing Act 1978 applies to the fencing covenant.
- (5) The Minister of Conservation must provide the trustees of Te 15  
Pātaka a Ngāti Kōata with a registrable easement for a right to convey water over the area shown as B on SO 430484 in favour of Whangarae Bay (Okiwi Bay) on the terms and conditions set out in part 5.1 of the documents schedule of the deed of settlement for Ngāti Kōata. 20
- (6) The easement—
- (a) is enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and
  - (b) is to be treated as having been granted in accordance 25  
with Part 3B of that Act; and
  - (c) is registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied.
- (7) **Subsections (1) to (6)** do not take effect until the trustees of Te Pātaka a Ngāti Kōata have provided the Crown with a registrable easement instrument (containing restrictive covenants) 30  
for Whangarae Bay (Okiwi Bay) in favour of Section 3 SO 430484 on the terms and conditions set out in part 5.2 of the documents schedule of the deed of settlement for Ngāti Kōata.
- (8) Any improvements in or on Whangarae Bay (Okiwi Bay) do not vest in the trustees of Te Pātaka a Ngāti Kōata, despite the 35  
vesting under **subsection (2)**.

**267 Glenhope (Kawatiri)**

- (1) The reservation of Glenhope (Kawatiri) (being part of Glenhope Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Glenhope (Kawatiri) then vests in the trustees of the Ngāti Rārua Settlement Trust. 5
- (3) The Minister of Conservation must provide the trustees of the Ngāti Rārua Settlement Trust with a registrable right of way easement over the area shown as A on SO 427227 in favour of Glenhope (Kawatiri) on the terms and conditions set out in part 5.3 of the documents schedule of the deed of settlement for Ngāti Rārua. 10
- (4) The easement—
  - (a) is enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and 15
  - (b) is to be treated as having been granted in accordance with Part 3B of that Act; and
  - (c) is registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied.

**268 Kawatiri Confluence**

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- (1) The reservation of Kawatiri Confluence (being part of Glenhope Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Kawatiri Confluence then vests in the trustees of the Ngāti Rārua Settlement Trust. 25

**269 Wairau Pā**

- (1) Wairau Pā ceases to be a marginal strip under Part 4A of the Conservation Act 1987.
- (2) The fee simple estate in Wairau Pā then vests in the trustees of the Ngāti Rārua Settlement Trust. 30

**270 Rārangi (Ngāti Rārua)**

- (1) Rārangi (Ngāti Rārua) ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Rārangi (Ngāti Rārua) then vests in the trustees of the Ngāti Rārua Settlement Trust. 35

**271 Wainui urupā**

- (1) Any part of Wainui urupā that is a conservation area under the Conservation Act 1987 ceases to be a conservation area.
- (2) The fee simple estate in Wainui urupā then vests in the trustees of the Ngāti Tama ki Te Waipounamu Trust. 5

**272 Tapu Bay (Kaiteriteri)**

- (1) The reservation of Tapu Bay (Kaiteriteri) (being part of Kaiteriteri Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Tapu Bay (Kaiteriteri) then vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust. 10

**273 Umukuri Bay urupā (Arapaoa Island)**

- (1) The reservation of Umukuri Bay urupā (Arapaoa Island) as a sounds foreshore reserve subject to the Reserves Act 1977 is revoked. 15
- (2) The fee simple estate in Umukuri Bay urupā (Arapaoa Island) then vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust.

**274 Tapu Bay (Motueka)**

- (1) The reservation of Tapu Bay (Motueka) (being part of Kaiteriteri Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked. 20
- (2) The fee simple estate in Tapu Bay (Motueka) then vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust.
- (3) **Subsections (1) and (2)** do not take effect until the trustees of the Te Ātiawa o Te Waka-a-Māui Trust have provided the Crown with the following documents: 25
  - (a) a registrable right of way easement over the area shown as A on SO 463616 in favour of Sections 2 and 3 SO 463616 on the terms and conditions set out in subpart 5.10.1 of the documents schedule of the deed of settlement for Te Ātiawa o Te Waka-a-Māui: 30
  - (b) a registrable right of way easement over the area shown as B on SO 463616 in favour of Sections 1 and 3

- SO 463616 on the terms and conditions set out in subpart 5.10.2 of that documents schedule:
- (c) a registrable right of way easement on the terms and conditions set out in subpart 5.10.3 of that documents schedule— 5
    - (i) over the area shown as C on SO 463616 in favour of Sections 1 and 2 SO 463616; and
    - (ii) over the area shown as D on SO 463616 in favour of Section 2 SO 463616.
- 275 Pūponga Farm, Cape House** 10
- (1) The reservation of Pūponga Farm, Cape House, (being part of Pūponga Farm Park) as a recreation reserve subject to the Reserves Act 1977 is revoked.
  - (2) The fee simple estate in Pūponga Farm, Cape House, then vests as undivided third shares in the specified groups of trustees as tenants in common, as follows: 15
    - (a) a share vests in the trustees of the Ngāti Rārua Settlement Trust; and
    - (b) a share vests in the trustees of the Ngāti Tama ki Te Waipounamu Trust; and 20
    - (c) a share vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust.
  - (3) **Subsections (1) and (2)** do not take effect until the trustees referred to in **subsection (2)** have provided the Crown with a registrable easement for a right to convey water over the area shown as A on SO 426796 in favour of Section 3 SO 426796 and Part Section 14 SO 10390 on the terms and conditions set out in part 5.2 of the documents schedule of the relevant deed of settlement. 25
- 276 Pūponga Farm, Triangle Flat** 30
- (1) The reservation of Pūponga Farm, Triangle Flat, (being part of Pūponga Farm Park) as a recreation reserve subject to the Reserves Act 1977 is revoked.
  - (2) The fee simple estate in Pūponga Farm, Triangle Flat, then vests as undivided third shares in the specified groups of trustees as tenants in common, as follows: 35

- (a) a share vests in the trustees of the Ngāti Rārua Settlement Trust; and
- (b) a share vests in the trustees of the Ngāti Tama ki Te Waipounamu Trust; and
- (c) a share vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust. 5

#### 277 Puketawai

- (1) The stopped road shown as A on SO 12178, Nelson Land District, vests in the Crown as a recreation reserve subject to section 17 of the Reserves Act 1977. 10
- (2) The reservation of Puketawai (being part of Kaiteriteri Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is then revoked.
- (3) The fee simple estate in Puketawai then vests as undivided third shares in the specified groups of trustees as tenants in common, as follows: 15
  - (a) a share vests in the trustees of the Ngāti Rārua Settlement Trust; and
  - (b) a share vests in the trustees of the Ngāti Tama ki Te Waipounamu Trust; and 20
  - (c) a share vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust.
- (4) **Subsections (5) and (6)** apply only if there is a historic monument at Puketawai on the settlement date.
- (5) **Subsections (1) to (3)** do not take effect until the trustees referred to in **subsection (3)** have provided the Crown with a registrable pedestrian right of way easement in gross over the area shown as A on SO 426273 on the terms and conditions set out in part 5.1 of the documents schedule of the relevant deed of settlement. 25 30
- (6) The historic monument at Puketawai does not vest in any of the trustees, despite the vesting under **subsection (3)**.

#### 277A Liability for contamination relating to Puketawai

- (1) The trustees are not liable for contamination of any land or other natural and physical resources if— 35

- (a) the contamination is in, or originates from, the closed landfill on Puketawai; and
    - (b) the liability would not arise were the trustees not the owners of Puketawai.
  - (2) **Subsection (1)** does not exclude liability for contamination to the extent that the trustees' intentional, reckless, or negligent act or omission caused the contamination. 5
  - (3) This section applies despite any other enactment or any rule of law.
  - (4) In this section,— 10
    - natural and physical resources** has the meaning given by section 2(1) of the Resource Management Act 1991
    - trustees** means the trustees of the trusts referred to in **section 277(3)**.
- Sites that vest in fee simple subject to conservation covenant* 15
- 278 Lucky Bay**
- (1) The reservation of Lucky Bay (being part of D'Urville Island Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked. 20
  - (2) The fee simple estate in Lucky Bay then vests in the trustees of Te Pātaka a Ngāti Kōata.
  - (3) **Subsections (1) and (2)** do not take effect until the trustees of Te Pātaka a Ngāti Kōata have provided the Crown with a registrable covenant in relation to the part of Lucky Bay shown as A on SO 436126 on the terms and conditions set out in part 5.3 of the documents schedule of the deed of settlement for Ngāti Kōata. 25
  - (4) The covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977. 30
- 279 Whangarae Estuary**
- (1) The reservation of Whangarae Estuary (being part of Okiwi Bay & Moncrieff Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.

- (2) The fee simple estate in Whangarae Estuary then vests in the trustees of Te Pātaka a Ngāti Kōata.
- (3) **Subsections (1) and (2)** do not take effect until the trustees of Te Pātaka a Ngāti Kōata have provided the Crown with a registrable covenant in relation to the part of Whangarae Estuary shown as C on SO 430484 on the terms and conditions set out in part 5.4 of the documents schedule of the deed of settlement for Ngāti Kōata. 5
- (4) The covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977. 10

#### 280 Wharf Road (Okiwi Bay)

- (1) The reservation of Wharf Road (Okiwi Bay) (being part of Okiwi Bay & Moncrieff Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Wharf Road (Okiwi Bay) then vests in the trustees of Te Pātaka a Ngāti Kōata. 15
- (3) **Subsections (1) and (2)** do not take effect until the trustees of Te Pātaka a Ngāti Kōata have provided the Crown with a registrable covenant in relation to Wharf Road (Okiwi Bay) on the terms and conditions set out in part 5.5 of the documents schedule of the deed of settlement for Ngāti Kōata. 20
- (4) The covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

#### 281 Te Tai Tapu (Snake Creek)

- (1) Te Tai Tapu (Snake Creek) (being part of North-west Nelson Forest Park) ceases to be a conservation area under the Conservation Act 1987. 25
- (2) The fee simple estate in Te Tai Tapu (Snake Creek) then vests in the trustees of the Ngāti Rārua Settlement Trust.
- (3) **Subsections (1) and (2)** do not take effect until the trustees of the Ngāti Rārua Settlement Trust have provided the Crown with— 30
  - (a) a registrable right of way easement in gross over the area shown as F on SO 426795 on the terms and conditions set out in part 5.4 of the documents schedule of the deed of settlement for Ngāti Rārua; and 35

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- (b) a registrable covenant in relation to the parts of Te Tai Tapu (Snake Creek) shown as D, E, and F on SO 426795 on the terms and conditions set out in part 5.5 of the documents schedule of the deed of settlement for Ngāti Rārua. 5
  - (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.
- 282 Coombe Rocks** 10
  - (1) Coombe Rocks ceases to be a conservation area under the Conservation Act 1987.
  - (2) The fee simple estate in Coombe Rocks then vests in the trustees of the Ngāti Rārua Settlement Trust.
  - (3) **Subsections (1) and (2)** do not take effect until the trustees of the Ngāti Rārua Settlement Trust have provided the Crown with a registrable covenant in relation to Coombe Rocks on the terms and conditions set out in part 5.6 of the documents schedule of the deed of settlement for Ngāti Rārua. 15
  - (4) The covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977. 20
- 283 Hori Bay**
  - (1) Hori Bay (being part of Mt Richmond State Forest Park) ceases to be a conservation area under the Conservation Act 1987. 25
  - (2) The fee simple estate in Hori Bay then vests in the trustees of the Ngāti Tama ki Te Waipounamu Trust.
  - (3) **Subsections (1) and (2)** do not take effect until the trustees of the Ngāti Tama ki Te Waipounamu Trust have provided the Crown with— 30
    - (a) a registrable right of way easement in gross over the area shown as A on SO 427909 on the terms and conditions set out in part 5.5 of the documents schedule of the deed of settlement for Ngāti Tama ki Te Tau Ihu; and
    - (b) a registrable covenant in relation to Hori Bay on the terms and conditions set out in part 5.6 of the documents 35



schedule of the deed of settlement for Ngāti Tama ki Te  
Tau Ihu.

- (4) The covenant is to be treated as a conservation covenant for the purposes of—
    - (a) section 77 of the Reserves Act 1977; and 5
    - (b) section 27 of the Conservation Act 1987.
- 284 Pakawau Inlet**
- (1) The reservation of Pakawau Inlet as a public utility reserve subject to the Reserves Act 1977 is revoked.
  - (2) The fee simple estate in Pakawau Inlet then vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust. 10
  - (3) **Subsections (1) and (2)** do not take effect until the trustees of the Te Ātiawa o Te Waka-a-Māui Trust have provided the Crown with a registrable covenant in relation to Pakawau Inlet on the terms and conditions set out in part 5.5 of the documents schedule of the deed of settlement for Te Ātiawa o Te Waka-a-Māui. 15
  - (4) The covenant is to be treated as a conservation covenant for the purposes of—
    - (a) section 77 of the Reserves Act 1977; and 20
    - (b) section 27 of the Conservation Act 1987.
- 285 Onauku Bay (Arapaoa Island)**
- (1) The reservation of Onauku Bay (Arapaoa Island) as a watering place and other purposes reserve subject to the Reserves Act 1977 is revoked. 25
  - (2) The fee simple estate in Onauku Bay (Arapaoa Island) then vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust.
  - (3) **Subsections (1) and (2)** do not take effect until the trustees of the Te Ātiawa o Te Waka-a-Māui Trust have provided the Crown with a registrable covenant in relation to Onauku Bay (Arapaoa Island) on the terms and conditions set out in part 5.6 of the documents schedule of the deed of settlement for Te Ātiawa o Te Waka-a-Māui. 30
  - (4) The covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977. 35

## 286 Anatoia Islands

- (1) The Anatoia Islands cease to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in the Anatoia Islands then vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust. 5
- (3) **Subsections (1) and (2)** do not take effect until the trustees of the Te Ātiawa o Te Waka-a-Māui Trust have provided the Crown with a registrable covenant in relation to the Anatoia Islands on the terms and conditions set out in part 5.7 of the documents schedule of the deed of settlement for Te Ātiawa o Te Waka-a-Māui. 10
- (4) The covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

## 287 Te Tai Tapu (Anatori South)

- (1) Te Tai Tapu (Anatori South) (being part of North-west Nelson Forest Park) ceases to be a conservation area under the Conservation Act 1987. 15
- (2) The fee simple estate in Te Tai Tapu (Anatori South) then vests as undivided half shares in the specified groups of trustees as tenants in common, as follows: 20
  - (a) a share vests in the trustees of the Ngāti Tama ki Te Waipounamu Trust; and
  - (b) a share vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust.
- (3) **Subsections (1) and (2)** do not take effect until the trustees referred to in **subsection (2)** have provided the Crown with a registrable covenant in relation to the part of Te Tai Tapu (Anatori South) shown as A on SO 426795 on the terms and conditions set out in part 5.3 of the documents schedule of the relevant deed of settlement. 25 30
- (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.

**288 Te Tai Tapu (Anatori North)**

- (1) Te Tai Tapu (Anatori North) (being part of North-west Nelson Forest Park) ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Te Tai Tapu (Anatori North) then vests as undivided half shares in the specified groups of trustees as tenants in common, as follows:
  - (a) a share vests in the trustees of the Ngāti Tama ki Te Waipounamu Trust; and
  - (b) a share vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust.
- (3) **Subsections (1) and (2)** do not take effect until the trustees referred to in **subsection (2)** have provided the Crown with a registrable covenant in relation to the parts of Te Tai Tapu (Anatori North) shown as B and C on SO 426795 on the terms and conditions set out in part 5.4 of the documents schedule of the relevant deed of settlement.
- (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.

*Sites that vest in fee simple to be administered  
as reserves*

**289 Moukirikiri Island**

- (1) The reservation of Moukirikiri Island (being Moukirikiri Island Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Moukirikiri Island then vests in the trustees of Te Pātaka a Ngāti Kōata.
- (3) Moukirikiri Island is then declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
- (4) The reserve is named Moukirikiri Island Scenic Reserve.

**290 Pah Point (Whanganui Inlet)**

- (1) Pah Point (Whanganui Inlet) (being part of North-west Nelson Forest Park) ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Pah Point (Whanganui Inlet) then vests in the trustees of the Ngāti Rārua Settlement Trust. 5
- (3) Pah Point (Whanganui Inlet) is then declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
- (4) The reserve is named Pah Point (Whanganui Inlet) Scenic Reserve. 10
- (5) Any improvements in or on Pah Point (Whanganui Inlet) do not vest in the trustees of the Ngāti Rārua Settlement Trust, despite the vesting under **subsection (2)**.

**291 Waikutakuta / Robin Hood Bay**

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- (1) The reservation of Waikutakuta / Robin Hood Bay (being part of Robin Hood Bay Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Waikutakuta / Robin Hood Bay then vests in the trustees of the Ngāti Rārua Settlement Trust. 20
- (3) Waikutakuta / Robin Hood Bay is then declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve is named Waikutakuta / Robin Hood Bay Recreation Reserve. 25

**292 Tākaka River Mouth**

- (1) Any part of Tākaka River Mouth that is a conservation area under the Conservation Act 1987 ceases to be a conservation area.
- (2) The fee simple estate in Tākaka River Mouth then vests in the trustees of the Ngāti Tama ki Te Waipounamu Trust. 30
- (3) Tākaka River Mouth is then declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
- (4) The reserve is named Ngāti Tama ki Te Tau Ihu Scenic Reserve. 35

### 293 Parapara Peninsula

- (1) The reservation of Parapara Peninsula (being Parapara Peninsula Historic Reserve) as a historic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Parapara Peninsula then vests in the trustees of the Ngāti Tama ki Te Waipounamu Trust. 5
- (3) Parapara Peninsula is then declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (4) The reserve is named Parapara Peninsula Historic Reserve. 10

### 294 Momorangi Point

- (1) The reservation of Momorangi Point (being part of Momorangi Bay Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Momorangi Point then vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust. 15
- (3) Momorangi Point is then declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve is named Momorangi Point Recreation Reserve. 20
- (5) **Subsections (1) to (4)** do not take effect until the trustees of the Te Ātiawa o Te Waka-a-Māui Trust have provided—
  - (a) the registered proprietors of the land contained in computer freehold registers MB3A/228 and MB3A/104 with a registrable easement for a right to convey water over the area shown as A on SO 429183 in favour of the proprietors' land on the terms and conditions set out in subpart 5.9.1 of the documents schedule of the deed of settlement for Te Ātiawa o Te Waka-a-Māui; and 25
  - (b) the registered proprietors of the land contained in computer freehold register MB4D/1275 with a registrable easement for a right to convey water over the areas shown as A and B on SO 455828 in favour of the proprietors' land on the terms and conditions set out in subpart 5.9.2 of that documents schedule; and 30
  - (c) the registered proprietors of the land contained in computer freehold register MB4D/711 with a registrable 35

- easement for a right to convey water over the areas shown as A and B on SO 455828 in favour of the proprietors' land on the terms and conditions set out in subpart 5.9.3 of that documents schedule; and
- (d) the Crown with a registrable easement in gross for a right to convey water over the area shown as B on SO 455828 on the terms and conditions set out in subpart 5.9.4 of that documents schedule. 5
- (6) Each easement—
- (a) is enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and 10
- (b) is to be treated as having been granted in accordance with that Act.

## **295 Wedge Point**

- (1) The reservation of Wedge Point (being part of Wedge Point Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked. 15
- (2) The fee simple estate in Wedge Point then vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust.
- (3) Wedge Point is then declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977. 20
- (4) The reserve is named Te Ātiawa Wedge Point Scenic Reserve.

## **296 Ngākuta Point**

- (1) The reservation of Ngākuta Point (being Ngakuta Point Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked. 25
- (2) The fee simple estate in Ngākuta Point then vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust.
- (3) Ngākuta Point is then declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977. 30
- (4) The reserve is named Ngākuta Point Scenic Reserve.

**297 Ngaruru (Arapaoa Island)**

- (1) The reservation of Ngaruru (Arapaoa Island) (being part of Ngaruru Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Ngaruru (Arapaoa Island) then vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust. 5
- (3) The parts of Ngaruru (Arapaoa Island) that are Sections 1 and 3 on SO 428534 are then declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977. 10
- (4) The reserve is named Te Ātiawa Arapaoa Scenic Reserve.
- (5) **Subsections (1) to (4)** do not take effect until the trustees of the Te Ātiawa o Te Waka-a-Māui Trust have provided the Crown with a registrable covenant in relation to the part of Ngaruru (Arapaoa Island) that is Section 2 SO 428534 on the terms and conditions set out in part 5.8 of the documents schedule of the deed of settlement for Te Ātiawa o Te Waka-a-Māui. 15
- (6) The covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977. 20

**298 Arapawa Māori Rowing Club site**

- (1) The road shown as Section 2 on SO 426964 is stopped.
- (2) Section 345(3) of the Local Government Act 1974 does not apply to the stopping of the road.
- (3) The stopped road then vests in the Crown as Crown land subject to the Land Act 1948. 25
- (4) The reservation of any part of the Arapawa Māori Rowing Club site as a recreation reserve subject to the Reserves Act 1977 is then revoked.
- (5) The land whose reservation is revoked under **subsection (4)** then vests in the Crown as Crown land subject to the Land Act 1948. 30
- (6) The fee simple estate in the Arapawa Māori Rowing Club site then vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust. 35

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- (7) The Arapawa Māori Rowing Club site is then declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
  - (8) The reserve is named Te Ātiawa Arapaoa Waka Recreation Reserve. 5
  - (9) The building of the Arapawa Māori Rowing Club on the Arapawa Māori Rowing Club site does not vest in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust, despite the vesting under **subsection (6)**.
- 299 Katoa Point** 10
- (1) The reservation of Katoa Point (being part of Katoa Point Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
  - (2) The fee simple estate in Katoa Point then vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust. 15
  - (3) Katoa Point is then declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
  - (4) The reserve is named Te Ātiawa Kura te Au Scenic Reserve.
- 300 Moioio Island** 20
- (1) The reservation of Moioio Island (being Moioio Island Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
  - (2) The fee simple estate in Moioio Island then vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust. 25
  - (3) Moioio Island is then declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
  - (4) The reserve is named Moioio Island Scenic Reserve.
- 301 Pūponga Point Pā site** 30
- (1) The reservation of the Pūponga Point Pā site (being part of Pūponga Farm Park) as a recreation reserve subject to the Reserves Act 1977 is revoked.



- (2) The fee simple estate in the Pūponga Point Pā site then vests as undivided third shares in the specified groups of trustees as tenants in common, as follows:
  - (a) a share vests in the trustees of the Ngāti Rārua Settlement Trust; and 5
  - (b) a share vests in the trustees of the Ngāti Tama ki Te Waipounamu Trust; and
  - (c) a share vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust.
- (3) The Pūponga Point Pā site is then declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977. 10
- (4) The reserve is named Pūponga Point Pā Historic Reserve.
- (5) The joint management body established by **section 314(1)** is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve, as if the reserve were vested in the body (as if in trustees) under section 26 of that Act. 15
- (6) **Subsection (5)** continues to apply despite any subsequent transfer under **section 318**.
- (7) Any interpretation panels in or on the Pūponga Point Pā site do not vest in any of the trustees, despite the vesting under **subsection (2)**. 20

### 302 Mātangi Āwhio (Nelson)

- (1) The reservation of Mātangi Āwhio (Nelson) as a recreation reserve subject to the Reserves Act 1977 is revoked. 25
- (2) The fee simple estate in Mātangi Āwhio (Nelson) then vests as undivided seventh shares in the specified groups of trustees as tenants in common, as follows:
  - (a) under this paragraph,—
    - (i) a share vests in the trustees of Te Pātaka a Ngāti Kōata; and 30
    - (ii) a share vests in the trustees of the Ngāti Rārua Settlement Trust; and
    - (iii) a share vests in the trustees of the Ngāti Tama ki Te Waipounamu Trust; and 35
    - (iv) a share vests in the trustees of the Te Ātiawa o Te Waka-a-Māui Trust; and

- (b) under **section 95(2)(a) of Parts 1 to 3 of the Te Tau Ihu Claims Settlement Act 2013**,—
- (i) a share vests in the trustees of the Ngāti Apa ki te Rā Tō Trust; and
  - (ii) a share vests in the trustees of the Te Runanga o Ngāti Kuia Trust; and
  - (iii) a share vests in the trustees of the Rangitāne o Wairau Settlement Trust.
- (3) Mātangi Āwhio (Nelson) is then declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve is named Mātangi Āwhio (Nelson) Recreation Reserve.
- (5) Nelson City Council is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve, as if the reserve were vested in the Council under section 26 of that Act.
- (6) **Subsection (5)** continues to apply despite any subsequent transfer under **section 318**.
- (7) Any improvements in or on Mātangi Āwhio (Nelson) do not vest in any of the trustees, despite the vestings referred to in **subsection (2)**.

### 303 Pukatea / Whites Bay

- (1) The reservation of Pukatea / Whites Bay (being part of Whites Bay Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Pukatea / Whites Bay then vests as undivided third shares in the specified groups of trustees as tenants in common, as follows:
- (a) a share vests in the trustees of the Ngāti Rārua Settlement Trust under this paragraph; and
  - (b) a share vests in the trustees of the Rangitāne o Wairau Settlement Trust under **section 96(2)(a) of Parts 1 to 3 of the Te Tau Ihu Claims Settlement Act 2013**; and

- (c) a share vests in the trustee of the Toa Rangatira Trust under **section 492(2)(a) of Parts 8 to 10 of the Te Tau Ihu Claims Settlement Act 2013.**
- (3) Pukatea / Whites Bay is then declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977. 5
- (4) The reserve is named Pukatea / Whites Bay Recreation Reserve.
- (5) The joint management body established by **section 315(1)** is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve, as if the reserve were vested in the body (as if in trustees) under section 26 of that Act. 10
- (6) **Subsection (5)** continues to apply despite any subsequent transfer under **section 318.**
- 304 Horahora-kākahu** 15
- (1) The reservation of Horahora-kākahu (being Horahora-kakahu Historic Reserve) as a historic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Horahora-kākahu then vests as undivided third shares in the specified groups of trustees as tenants in common, as follows: 20
- (a) a share vests in the trustees of the Ngāti Rārua Settlement Trust under this paragraph; and
- (b) a share vests in the trustees of the Rangitāne o Wairau Settlement Trust under **section 97(2)(a) of Parts 1 to 3 of the Te Tau Ihu Claims Settlement Act 2013;** 25  
and
- (c) a share vests in the trustee of the Toa Rangatira Trust under **section 493(2)(a) of Parts 8 to 10 of the Te Tau Ihu Claims Settlement Act 2013.** 30
- (3) Horahora-kākahu is then declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (4) The reserve is named Horahora-kākahu Historic Reserve.
- (5) The joint management body established by **section 315(1)** is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve, as if the reserve were vested in the body (as if in trustees) under section 26 of that Act. 35

- (6) **Subsection (5)** continues to apply despite any subsequent transfer under **section 318**.
  - (7) The historic monument at Horahora-kākahu does not vest in any of the trustees, despite the vestings referred to in **subsection (2)**. 5
- 305 Tokomaru / Mount Robertson**
- (1) The reservation of Tokomaru / Mount Robertson (being part of Robertson Range Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
  - (2) The fee simple estate in Tokomaru / Mount Robertson then vests as undivided half shares in the specified groups of trustees as tenants in common, as follows:
    - (a) a share vests in the trustees of the Ngāti Rārua Settlement Trust under this paragraph; and
    - (b) a share vests in the trustee of the Toa Rangatira Trust under **section 494(2)(a) of Parts 8 to 10 of the Te Tau Ihu Claims Settlement Act 2013**. 15
  - (3) Tokomaru / Mount Robertson is then declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977. 20
  - (4) The reserve is named Tokomaru / Mount Robertson Scenic Reserve.
  - (5) The joint management body established by **section 316(1)** is the administering body of the reserve, and the Reserves Act 1977 applies to the reserve, as if the reserve were vested in the body (as if in trustees) under section 26 of that Act. 25
  - (6) **Subsection (5)** continues to apply despite any subsequent transfer under **section 318**.
  - (7) **Subsections (1) to (6)** do not take effect until the trustees of the Ngāti Rārua Settlement Trust and the trustee of the Toa Rangatira Trust have provided the Crown with a registrable right of way easement in gross over the area shown as A on SO 426595 on the terms and conditions set out in part 5.7 of the documents schedule of the deed of settlement for Ngāti Rārua. 30
  - (8) The easement— 35

- (a) is enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
- (b) is to be treated as having been granted in accordance with that Act.

## Subpart 5—General provisions relating to vesting of cultural redress properties

### *General provisions*

#### **306 Properties are subject to, or benefit from, interests**

Each cultural redress property vested in the relevant trustees under **subpart 4** is subject to, or benefits from, any interests listed for the property in **Schedule 7**.

#### **307 Interests in land for reserve sites that are jointly vested sites**

- (1) This section applies to each of the following reserve sites while the site has an administering body that is treated as if the site were vested in it:
  - (a) Pūponga Point Pā site:
  - (b) Mātangi Āwhio (Nelson):
  - (c) Pukatea / Whites Bay:
  - (d) Horahora-kākahu:
  - (e) Tokomaru / Mount Robertson.
- (2) This section applies to all, or only the part, of the site that remains a reserve under the Reserves Act 1977 (the **reserve land**).
- (3) If the reserve site is affected by an interest listed for the property in **Schedule 7** that is an interest in land, the interest applies as if the administering body were the grantor, or the grantee, of the interest in respect of the reserve land.
- (4) Any interest in land that affects the reserve land must be dealt with for the purposes of registration as if the administering body were the registered proprietor of the reserve land.
- (5) However, **subsections (3) and (4)** do not affect the registration of the easement referred to in **section 305(7)**.
- (6) **Subsections (3) and (4)** continue to apply despite any subsequent transfer of the reserve land under **section 318**.

### 308 Interests that are not interests in land

- (1) This section applies if a cultural redress property is subject to an interest listed for the property in **Schedule 7** that is not an interest in land and for which there is a grantor, whether or not the interest also applies to land outside the property. 5
- (2) The interest applies as if the owners of the cultural redress property were the grantor of the interest in respect of the property, except to the extent that **subsection (3)** applies.
- (3) If all or part of the cultural redress property is reserve land to which **section 307** applies, the interest applies as if the administering body of the reserve land were the grantor of the interest in respect of the reserve land. 10
- (4) The interest applies—
  - (a) until the interest expires or is terminated, but any subsequent transfer of the cultural redress property must be ignored in determining whether the interest expires or is or may be terminated; and 15
  - (b) with any other necessary modifications; and
  - (c) despite any change in status of the land in the property.

### 309 Registration of ownership 20

- (1) This section applies in relation to the fee simple estate in a cultural redress property vested in any trustees under **subpart 4**.
- (2) To the extent that a cultural redress property (other than Puketawai or a jointly vested site) is all of the land contained in a computer freehold register, the Registrar-General must, on written application by an authorised person,— 25
  - (a) register the trustees in whom the property is vested under **subpart 4** as the proprietors of the fee simple estate in the land; and 30
  - (b) record anything in the register, and do anything else, that is necessary to give effect to this Part and to part 5 of the relevant deed of settlement.
- (3) To the extent that **subsection (2)** does not apply to a cultural redress property (other than a jointly vested site), or in the case of Puketawai, the Registrar-General must, in accordance with a written application by an authorised person,— 35

- (a) create 1 or more computer freehold registers for the fee simple estate in the property in the names of the trustees in whom the property is vested under **subpart 4**; and
  - (b) record on the relevant registers any interests that are registered, notified, or notifiable and that are described in the application. 5
- (4) For a jointly vested site, the Registrar-General must, in accordance with written applications by an authorised person,—
  - (a) create 1 or more computer freehold registers for each undivided equal share of the fee simple estate in the property in the names of the trustees in whom the share is vested under **subpart 4**; and 10
  - (b) record on the relevant registers any interests that are registered, notified, or notifiable and that are described in the applications. 15
- (5) **Subsections (3) and (4)** are subject to the completion of any survey necessary to create a computer freehold register.
- (6) A computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but no later than— 20
  - (a) 24 months after the settlement date; or
  - (b) any later date that may be agreed in writing by the Crown and the trustees in whom the property is vested under **subpart 4**.
- (7) In this section, **authorised person** means a person authorised by the Director-General. 25

### 310 Application of Part 4A of Conservation Act 1987

- (1) The vesting of the fee simple estate in a cultural redress property in any trustees under **subpart 4** 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. 30
- (2) Despite **subsection (1)**,—
  - (a) the rest of section 24 of the Conservation Act 1987 does not apply to the vesting of a reserve site in any trustees under **subpart 4**; and 35

- (b) the marginal strips reserved by section 24 of the Conservation Act 1987 from the vesting of Catherine Cove under **section 265(2)** are reduced to a width of 3 metres; and
- (c) the marginal strip reserved by section 24 of the Conservation Act 1987 from the vesting of Whangarae Bay (Okiwi Bay) under **section 266(2)** is reduced to a width of 10 metres; and 5
- (d) the marginal strip reserved by section 24 of the Conservation Act 1987 from the vesting of Glenhope (Kawatiri) under **section 267(2)** is reduced to a width of 10 metres; and 10
- (e) the marginal strip reserved by section 24 of the Conservation Act 1987 from the vesting of Lucky Bay under **section 278(2)** is reduced to a width of 10 metres in certain areas as shown on SO 436126; and 15
- (f) the marginal strips reserved by section 24 of the Conservation Act 1987 from the vesting of Coombe Rocks under **section 282(2)** are reduced to a width of 10 metres; and 20
- (g) the marginal strips reserved by section 24 of the Conservation Act 1987 from the vesting of the Anatoia Islands under **section 286(2)** are—
  - (i) reduced to a width of 3 metres in Sections 2, 3, 4, 5, and 6 SO 426664; and 25
  - (ii) reduced to a width of 5 metres in Section 1 SO 426664.
- (3) If the reservation, under **subpart 4**, of a reserve site is revoked in relation to all or part of the site, then the vesting of the site in any trustees under **subpart 4** is no longer exempt from the rest of section 24 of the Conservation Act 1987 in relation to all or that part of the site (as the case may be). 30

**311 Recording application of Part 4A of Conservation Act 1987, sections of this Act, and fencing covenant**

- (1) The Registrar-General must record on any computer freehold register for a reserve site (other than a jointly vested site)— 35



- (a) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
  - (b) that the land is subject to **sections 310(3) and 317**.
- (2) The Registrar-General must record on any computer freehold register created under **section 309** for a reserve site that is a jointly vested site (being Pūponga Point Pā site, Mātangi Āwhio (Nelson), Pukatea / Whites Bay, Horahora-kākahu, and Tokomaru / Mount Robertson)—
  - (a) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
  - (b) that the land is subject to **sections 307(4), 310(3), and 318**.
- (3) The Registrar-General must record on any computer freehold register for—
  - (a) Catherine Cove that the land is subject to Part 4A of the Conservation Act 1987, but that the marginal strips are reduced to a width of 3 metres; and
  - (b) Whangarae Bay (Okiwi Bay) that—
    - (i) the land is subject to Part 4A of the Conservation Act 1987, but that the marginal strip is reduced to a width of 10 metres; and
    - (ii) the land is subject to the fencing covenant referred to in **section 266(3)**; and
  - (c) Glenhope (Kawatiri) that the land is subject to Part 4A of the Conservation Act 1987, but that the marginal strip is reduced to a width of 10 metres; and
  - (d) Lucky Bay that the land is subject to Part 4A of the Conservation Act 1987, but that the marginal strip is reduced to a width of 10 metres in certain areas as shown on SO 436126; and
  - (e) Coombe Rocks that the land is subject to Part 4A of the Conservation Act 1987, but that the marginal strips are reduced to a width of 10 metres; and
  - (f) the Anatoia Islands that the land is subject to Part 4A of the Conservation Act 1987, but that the marginal strips are—

- (i) reduced to a width of 3 metres in Sections 2, 3, 4, 5, and 6 SO 426664; and
  - (ii) reduced to a width of 5 metres in Section 1 SO 426664.
- (4) The Registrar-General must record on any computer freehold register for any other cultural redress property that the land is subject to Part 4A of the Conservation Act 1987. 5
- (5) A notification made under any of **subsections (1) to (4)** that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 10 24D(1) of that Act.
- (6) For a reserve site other than a jointly vested site, if the reservation of the site under **subpart 4** is revoked in relation to—
  - (a) all of the site, then the Director-General must apply in writing to the Registrar-General to remove from any 15 computer freehold register for the site—
    - (i) the notification that section 24 of the Conservation Act 1987 does not apply to the site; and
    - (ii) the notifications that the site is subject to **sections 310(3) and 317**; or 20
  - (b) part of the site, then the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on any computer freehold register for the part of the site that remains a reserve.
- (7) For a reserve site that is a jointly vested site, if the reservation 25 of the site under **subpart 4** is revoked in relation to—
  - (a) all of the site, then the Director-General must apply in writing to the Registrar-General to remove from any computer freehold register created under **section 309** for the site— 30
    - (i) the notification that section 24 of the Conservation Act 1987 does not apply to the site; and
    - (ii) the notification that the site is subject to **sections 307(4), 310(3), and 318**; or
  - (b) part of the site, then the Registrar-General must ensure 35 that the notifications referred to in **paragraph (a)** remain only on any computer freehold register, created under **section 309** or derived from a computer free-

hold register created under **section 309**, for the part of the site that remains a reserve.

- (8) The Registrar-General must comply with an application received in accordance with **subsection (6)(a) or (7)(a)**.

### **312 Application of other enactments** 5

- (1) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under **subpart 4**, of the reserve status of a cultural redress property.
- (2) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to— 10
- (a) the vesting of the fee simple estate in a cultural redress property under **subpart 4**; or
  - (b) any matter incidental to, or required for the purpose of, the vesting.
- (3) The vesting of the fee simple estate in a cultural redress property under **subpart 4** does not— 15
- (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 a deed of settlement in relation to a cultural redress property. 20

### *Provisions relating to reserve sites* 25

### **313 Application of Reserves Act 1977 to reserve sites**

- (1) The trustees in whom a reserve site is vested under **subpart 4** are the administering body of the reserve site, except as provided by **sections 301(5), 302(5), 303(5), 304(5), and 305(5)**. 30
- (2) Sections 48A, 114, and 115 of the Reserves Act 1977 apply to a reserve site, 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 site (other than Mātangi Āwhio (Nelson)). 35

- (4) If the reservation, under **subpart 4**, of a reserve site is revoked under section 24 of the Reserves Act 1977 in relation to all or part of the site, section 25 (except subsection (2)) of that Act does not apply to the revocation.

**314 Joint management body for Pūponga Point Pā site** 5

- (1) A joint management body is established for the Pūponga Point Pā site.
- (2) Each of the following 3 groups of trustees may appoint 2 members to the joint management body:
- (a) the trustees of the Ngāti Rārua Settlement Trust; and 10
  - (b) the trustees of the Ngāti Tama ki Te Waipounamu Trust; and
  - (c) the trustees of the Te Ātiawa o Te Waka-a-Māui Trust.
- (3) An appointer may appoint a member only by giving a written notice with the following details to the 1 or more other appointers: 15
- (a) the member's full name, address, and other contact details; and
  - (b) the date on which the appointment takes effect, which must be no earlier than the date of the notice. 20
- (4) An appointment ends after 5 years or when the appointer replaces the member by appointing another member (whichever comes first).
- (5) A member may be appointed, reappointed, or discharged at the discretion of the appointer. 25
- (6) Sections 32 to 34 of the Reserves Act 1977 apply to the joint management body as if it were a board.
- (7) However, the first meeting of the body must be held no later than 2 months after the settlement date.

**315 Joint management body for Pukatea / Whites Bay and Horahora-kākahu** 30

- (1) A joint management body is established for Pukatea / Whites Bay and Horahora-kākahu.
- (2) Each of the following 3 groups of trustees may appoint 2 members to the joint management body: 35
- (a) the trustees of the Ngāti Rārua Settlement Trust; and

- (b) the trustees of the Rangitāne o Wairau Settlement Trust; and
    - (c) the trustee of the Toa Rangatira Trust.
  - (3) An appointer may appoint a member only by giving a written notice with the following details to the 1 or more other appointers:
    - (a) the member's full name, address, and other contact details; and
    - (b) the date on which the appointment takes effect, which must be no earlier than the date of the notice. 10
  - (4) An appointment ends after 5 years or when the appointer replaces the member by appointing another member (whichever comes first).
  - (5) A member may be appointed, reappointed, or discharged at the discretion of the appointer. 15
  - (6) Sections 32 to 34 of the Reserves Act 1977 apply to the joint management body as if it were a board.
  - (7) **Subsection (6)** applies subject to **subsections (8) and (9)**.
  - (8) The first meeting of the body must be held no later than 2 months after the settlement date. 20
  - (9) If the 3 groups of trustees referred to in **subsection (2)** agree to adopt alternative provisions about meetings of the body,—
    - (a) those provisions apply; and
    - (b) section 32 of the Reserves Act 1977 does not apply.
- 316 Joint management body for Tokomaru / Mount Robertson 25**
- (1) A joint management body is established for Tokomaru / Mount Robertson.
  - (2) Each of the following 2 groups of trustees may appoint 2 members to the joint management body:
    - (a) the trustees of the Ngāti Rārua Settlement Trust; and 30
    - (b) the trustee of the Toa Rangatira Trust.
  - (3) An appointer may appoint a member only by giving a written notice with the following details to the other appointer:
    - (a) the member's full name, address, and other contact details; and 35
    - (b) the date on which the appointment takes effect, which must be no earlier than the date of the notice.

- (4) An appointment ends after 5 years or when the appointer replaces the member by appointing another member (whichever comes first).
  - (5) A member may be appointed, reappointed, or discharged at the discretion of the appointer. 5
  - (6) Sections 32 to 34 of the Reserves Act 1977 apply to the joint management body as if it were a board.
  - (7) **Subsection (6)** applies subject to **subsections (8) and (9)**.
  - (8) The first meeting of the body must be held no later than 2 months after the settlement date. 10
  - (9) If the 2 groups of trustees referred to in **subsection (2)** agree to adopt alternative provisions about meetings of the body,—
    - (a) those provisions apply; and
    - (b) section 32 of the Reserves Act 1977 does not apply.
- 317 Subsequent transfer of reserve sites (other than jointly vested sites)** 15
- (1) This section applies to a reserve site (other than a jointly vested site).
  - (2) This section applies to all, or only the part, of the reserve site that remains a reserve under the Reserves Act 1977 after the site has vested in any trustees under **subpart 4** (the **reserve land**). 20
  - (3) The fee simple estate in the reserve land may be transferred to any other person only in accordance with this section, despite any other enactment or rule of law. 25
  - (4) The Minister of Conservation must give written consent to the transfer of the fee simple estate in the reserve land to another person or persons (the **new owners**) if, upon written application, the registered proprietors of the reserve land satisfy the Minister that the new owners are able to— 30
    - (a) comply with the requirements of the Reserves Act 1977; and
    - (b) perform the duties of an administering body under that Act.
  - (5) The Registrar-General must, upon receiving the documents specified in **subsection (6)**, register the new owners as the proprietors of the fee simple estate in the reserve land. 35

- (6) The 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 it was held by the administering body immediately before the transfer; and 5
  - (b) the written consent of the Minister of Conservation to the transfer of the reserve land; and
  - (c) any other document required for registration of the transfer instrument. 10
- (7) The new owners, from the time of registration under **subsection (5)**,—
  - (a) are the administering body of the reserve land; and
  - (b) hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer. 15
- (8) However, **subsections (3) to (7)** do not apply to the transfer of 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 20
  - (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. 25

### 318 Subsequent transfer of jointly vested sites

- (1) This section applies to all, or only the part, of a jointly vested site that remains a reserve under the Reserves Act 1977 after the site has vested in any trustees under **subpart 4 of this Part, subpart 4 of Part 2 of Parts 1 to 3 of the Te Tau Ihu Claims Settlement Act 2013, or subpart 3 of Part 9 of Parts 8 to 10 of the Te Tau Ihu Claims Settlement Act 2013** (the reserve land). 30 35
- (2) The fee simple estate in the reserve land may be transferred only 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 5
- (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.

### **319 No mortgage of reserve land** 10

- (1) This section applies to all, or only the part, of a reserve site that remains a reserve under the Reserves Act 1977 after the site has vested in any trustees under **subpart 4** (the **reserve land**).
- (2) The owners of the reserve land must not mortgage, or give a security interest in, all or part of the reserve land. 15

### **320 Saving of bylaws, etc, in relation to reserve sites**

- (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 has made or imposed under the Reserves Act 1977 or the Conservation Act 1987 in relation to a reserve site before the site vests in any trustees under **subpart 4**. 20
- (2) The bylaw, prohibition, or restriction remains in force until it expires or is revoked under the Reserves Act 1977 or the Conservation Act 1987. 25

### *Names of Crown protected areas and reserve sites*

### **321 Names of Crown protected areas and reserve sites**

- (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. 30
- (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. 35



- (3) A reserve site is not a Crown protected area, despite anything in the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.
- (4) A reserve site 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 site, and section 16(10A) of that Act does not apply to the proposed name. 5
- (5) In this section, **Board**, **Crown protected area**, **Gazetteer**, and **official geographic name** have the meanings given by section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008. 10

#### Subpart 6—Delayed vesting of cleared land

### 322 Interpretation

In this subpart,—

15

**cleared land** means an area of land described in a written notice under **section 323(3)(a)**

**French Pass School and teachers' residence** means the land described by that name in **Schedule 8**

**vesting date**, in relation to cleared land, means the land's date of vesting specified in a written notice under **section 323(3)(c)**. 20

### 323 French Pass School and teachers' residence

- (1) This section applies to the 1 or more determinations that the chief executive of LINZ has made, or makes, about whether any area of the French Pass School and teachers' residence is subject to any rights or obligations that are inconsistent with vesting the area in the trustees of Te Pātaka a Ngāti Kōata. 25
- (2) For each determination, the Secretary for Education must give a written notice to the trustees of Te Pātaka a Ngāti Kōata— 30
  - (a) specifying any area that is free of such rights and obligations; and
  - (b) specifying any area that is subject to such rights and obligations.
- (3) A notice that specifies any area that is free of such rights and obligations must— 35

- (a) specify the legal description of the area (including any interests affecting it) (**cleared land**); and
- (b) state that the cleared land is to vest in fee simple in the trustees of Te Pātaka a Ngāti Kōata; and
- (c) specify the date on which the cleared land is to vest in the trustees (the **vesting date**), which must be the later of—
  - (i) the settlement date:
  - (ii) the day that is 10 working days after the date on which the notice is given.
- (4) A notice that specifies an area that is subject to such rights and obligations must include the legal description of the area.
- (5) On the vesting date for cleared land, the fee simple estate in the cleared land vests in the trustees of Te Pātaka a Ngāti Kōata, subject to, or together with, any interests affecting the cleared land.

#### 324 Registration of ownership of cleared land

- (1) The Registrar-General must, on written application by an authorised person, comply with **subsections (2) to (5)**.
- (2) To the extent that cleared land is all of the land contained in a computer freehold register, the Registrar-General must—
  - (a) register the trustees of Te Pātaka a Ngāti Kōata as the proprietors of the fee simple estate in the land; and
  - (b) record anything in the register, and do anything else, that is necessary to give effect to this subpart.
- (3) To the extent that **subsection (2)** does not apply to cleared land, the Registrar-General must, in accordance with an application by an authorised person,—
  - (a) create 1 or more computer freehold registers for the fee simple estate in the land in the names of the trustees of Te Pātaka a Ngāti Kōata; and
  - (b) record on the relevant registers any interests that are registered, notified, or notifiable and that are described in the application.
- (4) **Subsection (3)** is 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 for cleared land as soon as is reasonably practicable after the vesting date for the land, but no later than—
  - (a) 24 months after the vesting date; or
  - (b) any later date that may be agreed in writing by the Crown and the trustees of Te Pātaka a Ngāti Kōata.
- (6) In this section, **authorised person** means a person authorised by the Secretary for Education.

### 325 Application of other enactments to cleared land

- (1) The vesting of the fee simple estate in cleared land 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) The Registrar-General must record on any computer freehold register for cleared land that the land is subject to Part 4A of the Conservation Act 1987.
- (3) A notification made under **subsection (2)** is to be treated as having been made in compliance with section 24D(1) of the Conservation Act 1987.
- (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 cleared land under this subpart; or
  - (b) any matter incidental to, or required for the purpose of, the vesting.
- (5) The vesting of the fee simple estate in cleared land 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.

### Subpart 7—Vesting and gifting back of properties

### 326 Vesting and gifting back of Kaka Point

- (1) The fee simple estate in Kaka Point (being part of Kaiteriteri Recreation Reserve) vests jointly in—
  - (a) the trustees of the Ngāti Rārua Settlement Trust; and

- (b) the trustees of the Ngāti Tama ki Te Waipounamu Trust; and
  - (c) the trustees of the Te Ātiawa o Te Waka-a-Māui Trust.
- (2) On the seventh day after the settlement date,—
  - (a) the fee simple estate in Kaka Point vests in the Crown as a gift back to the Crown by the trustees for the people of New Zealand; and 5
  - (b) Kaka Point is then changed in classification to be a historic reserve subject to section 18 of the Reserves Act 1977 and the historic reserve is named Kaka Point Historic Reserve. 10
- (3) Despite the vestings,—
  - (a) Kaka Point remains a reserve under the Reserves Act 1977, and that Act continues to apply to the reserve, as if the vestings had not occurred; and 15
  - (b) the Kaiteriteri Recreation Reserve Board remains the administering body appointed to control and manage the reserve under section 30 of the Reserves Act 1977; and
  - (c) any other enactment or any instrument that applied to Kaka Point immediately before the settlement date continues to apply to it as if the vestings had not occurred; and 20
  - (d) any interest that affected Kaka Point immediately before the settlement date continues to affect it as if the vestings had not occurred; and 25
  - (e) the Crown retains all liability for Kaka Point as if the vestings had not occurred.
- (4) The vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment. 30
- (5) To the extent that the statutory acknowledgement or a deed of recognition applies to Kaka Point, it applies only after Kaka Point vests back in the Crown.
- (6) The Registrar-General must, on written application by an authorised person, record on any computer freehold register that contains all or part of Kaka Point that, under this section, the land in Kaka Point is classified as a historic reserve subject to section 18 of the Reserves Act 1977. 35

(7) The written application must be made as soon as is reasonably practicable on or after the seventh day after the settlement date.

(8) In this section,—

**authorised person** means a person authorised by the Director-General

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**Kaka Point** means the land described by that name in **Schedule 8**.

### 327 Vesting and gifting back of Te Tai Tapu

(1) The fee simple estate in Te Tai Tapu vests jointly in—

- (a) the trustees of the Ngāti Rārua Settlement Trust, the trustees of the Ngāti Tama ki Te Waipounamu Trust, and the trustees of the Te Ātiawa o Te Waka-a-Māui Trust under this paragraph; and
- (b) the trustees of the Ngāti Apa ki te Rā Tō Trust under **section 113(1)(a) of Parts 1 to 3 of the Te Tau Ihu Claims Settlement Act 2013**.

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(2) On the seventh day after the settlement date, the fee simple estate in Te Tai Tapu vests in the Crown as a gift back to the Crown by the trustees for the people of New Zealand.

(3) Despite the vestings,—

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- (a) Te Tai Tapu remains part of the North-west Nelson Forest Park under the Conservation Act 1987, and that Act continues to apply to the site, as if the vestings had not occurred; and
- (b) any other enactment or any instrument that applied to Te Tai Tapu immediately before the settlement date continues to apply to it as if the vestings had not occurred; and
- (c) any interest that affected Te Tai Tapu immediately before the settlement date continues to affect it as if the vestings had not occurred; and
- (d) the Crown retains all liability for Te Tai Tapu as if the vestings had not occurred.

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(4) The vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment.

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- (5) To the extent that the statutory acknowledgement or a deed of recognition applies to Te Tai Tapu, it applies only after Te Tai Tapu vests back in the Crown.
- (6) In this section, **Te Tai Tapu** means the land described by that name in **Schedule 8**. 5

#### Subpart 8—Easement over part of D’Urville Island Scenic Reserve

##### **328 Easement over part of D’Urville Island Scenic Reserve**

- (1) The Minister of Conservation must provide the trustees of Te Pātaka a Ngāti Kōata with an unregistered right of way easement in gross in relation to part of D’Urville Island Scenic Reserve. 15
- (2) The easement must be on the terms and conditions set out in part 5.6 of the documents schedule of the deed of settlement for Ngāti Kōata and granted over the area shown on the plan attached to those terms and conditions. 15
- (3) The easement—
  - (a) is enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and
  - (b) is to be treated as having been granted in accordance with Part 3B of that Act. 20
- (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 in relation to the easement. 25

#### Subpart 9—Geographic names

##### **329 Interpretation**

In this subpart,—

**New Zealand Geographic Board** has the meaning given to Board by section 4 of the NZGB Act 30

**NZGB Act** means the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008

**official geographic name** has the meaning given by section 4 of the NZGB Act.

### **330 New names of features**

- (1) A name specified in the first column of the table in the following clauses is assigned to the feature described in the second and third columns of the table:
  - (a) clause 5.63.1 of the deed of settlement for Ngāti Kōata: 5
  - (b) clause 5.26.1 of the deed of settlement for Ngāti Rārua:
  - (c) clause 5.26.1 of the deed of settlement for Ngāti Tama ki Te Tau Ihu:
  - (d) clause 5.41.1 of the deed of settlement for Te Ātiawa o Te Waka-a-Māui. 10
- (2) A name specified in the first column of the table in the following clauses for the feature described in the third and fourth columns of the table is altered to the name specified in the second column of the table:
  - (a) clause 5.63.2 of the deed of settlement for Ngāti Kōata: 15
  - (b) clause 5.26.2 of the deed of settlement for Ngāti Rārua:
  - (c) clause 5.26.2 of the deed of settlement for Ngāti Tama ki Te Tau Ihu:
  - (d) clause 5.41.2 of the deed of settlement for Te Ātiawa o Te Waka-a-Māui. 20
- (3) Each assignment or alteration is to be treated as if it were an assignment or alteration of the official geographic name by a determination of the New Zealand Geographic Board, under section 19 of the NZGB Act, that takes effect on the settlement date. 25

### **331 Publication of new names**

- (1) The New Zealand Geographic Board must, as soon as practicable after the settlement date, give public notice of each assignment or alteration of a name under **section 330** in accordance with section 21(2) and (3) of the NZGB Act. 30
- (2) However, the notices must state that the assignments and alterations took effect on the settlement date.

### **332 Alteration of new names**

- (1) The New Zealand Geographic Board need not comply with the requirements of sections 16, 17, 18, 19(1), and 20 of the NZGB Act in making a determination to alter the official geographic name of a feature named by this subpart. 35

- (2) Instead, the Board may make the determination as long as it has the written consent of the following trustees:
  - (a) the trustees of the settlement trusts; and
  - (b) the trustees of the related settlement trusts; and
  - (c) the trustee of the Toa Rangatira Trust. 5
- (3) To avoid doubt, the Board must give public notice of the determination in accordance with section 21(2) and (3) of the NZGB Act.

### Subpart 10—Minerals fossicking right

#### 333 Interpretation 10

In this subpart,—

**relevant fossicking area**, for a settlement iwi, means an area shown on the deed plan in part 2.4 of the attachments to the deed of settlement for that iwi

**riverbed** means the land that the waters of a river or other natural watercourse cover at its fullest flow without flowing over its banks. 15

#### 334 Authorisation to search for and remove sand, shingle, or other natural material

- (1) A member of a settlement iwi who has written authorisation from the trustees of that iwi's settlement trust may, by hand,—
  - (a) search for any sand, shingle, or other natural material in any part of a riverbed that is, or is bounded on either side by, conservation land in a relevant fossicking area; and 25
  - (b) remove the material from that part of the riverbed.
- (2) A person who removes sand, shingle, or other natural material under **subsection (1)** must,—
  - (a) each day, remove no more than the person can carry by hand in 1 load without assistance; and 30
  - (b) not use machinery or cutting equipment to remove the material.



**335 Access to riverbed to search for and remove sand, shingle, or other natural material**

A person who is authorised to search for sand, shingle, or other natural material in, and remove the material from, a riverbed under **section 334** may access the riverbed over conservation land for that purpose, but only—

- (a) on foot; or
- (b) by any means that are available to the public; or
- (c) by any other means, and subject to any conditions, specified in writing by the Director-General or the Commissioner of Crown Lands.

**336 Obligations if accessing riverbed**

A person who accesses a riverbed under **section 334 or 335** must take all reasonable care to do no more than minor damage to vegetation on, and other natural features of, the riverbed and surrounding areas.

**337 Relationship with other enactments**

- (1) A person exercising a right under **section 334 or 335** must comply with all other lawful requirements (for example, under the Resource Management Act 1991).
- (2) However,—
  - (a) a person may exercise a right under **section 334 or 335** despite not having any authorisation required by the conservation legislation; and
  - (b) a person may exercise a right under **section 334** despite not having any authorisation required by the Land Act 1948.
- (3) The rights under **sections 334 and 335** do not apply in relation to any part of a riverbed that is—
  - (a) an ecological area declared under section 18 of the Conservation Act 1987; or
  - (b) an archaeological site (as defined by section 2 of the Historic Places Act 1993); or
  - (c) land described in Schedule 4 of the Crown Minerals Act 1991.

## Subpart 11—Statutory advisers

### 338 Interpretation

(1) In this subpart,—

**Moawhitu** means the 626.0496 hectares of land, lake, and associated wetlands in Part Rangitoto 5A and Part Rangitoto 5B3, which is part of D’Urville Island Scenic Reserve, as shown on deed plan OTS–202–39 5

**Takapourewa** means Takapourewa Nature Reserve, which is the 150.3314 hectares of land in Sections 1, 2, and 3 SO 15162, as shown on deed plan OTS–202–117 10

**Whangarae** means 321 hectares of land, approximately, as shown on deed plan OTS–202–118, comprising—

- (a) the part of Okiwi Bay & Moncrieff Scenic Reserve surrounding Whangarae that is Parts Section 23 Block X Whangamoa Survey District, Section 2 SO 429448, Part Subdivision 1C Section 18 Square 91, and Sections 3 and 4 SO 430484; and 15
- (b) Whangarae Recreation Reserve, which is Section 1 Block V Whangamoa Survey District

**Whangarae Estuary site** means the deferred selection property described as Whangarae Estuary in part 4 of the property redress schedule of the deed of settlement for Ngāti Kōata. 20

(2) However, the meaning of **Whangarae** is subject to any survey of the Whangarae Estuary site (which is part of Whangarae) for the transfer of the site to the trustees of Te Pātaka a Ngāti Kōata in accordance with parts 5 and 6 of the property redress schedule of the deed of settlement for Ngāti Kōata. 25

### 339 Statutory advisers may advise Minister of Conservation and Director-General

- (1) The trustees of Te Pātaka a Ngāti Kōata are appointed as statutory advisers in relation to Takapourewa, Whangarae, and Moawhitu. 30
- (2) The trustees, as statutory advisers, may provide written advice to the Minister of Conservation or the Director-General about the restoration of native plants and the management of species of native animals at, or proposed to be relocated to, Takapourewa, Whangarae, or Moawhitu. 35

- (3) The Minister of Conservation or the Director-General must have regard to written advice received from the trustees on a matter referred to in **subsection (2)** when making a decision on the matter.
- (4) However, if the Whangarae Estuary site transfers to the trustees in accordance with parts 5 and 6 of the property redress schedule of the deed of settlement for Ngāti Kōata, then the trustees cease to be statutory advisers in relation to the land in the site.

## Subpart 12—Statutory kaitiaki, acknowledgement as kaitiaki, and kaitiaki plan 10

### 340 Interpretation

In this subpart,—

**coastal marine area** has the meaning given by section 2(1) of the Resource Management Act 1991 15

**kaitiaki plan** means the plan lodged with Marlborough District Council under **section 342**

**Queen Charlotte Sound / Tōtaranui** means the area with the general location (but not the precise boundaries) indicated on deed plan OTS–202–134. 20

### 341 Statutory kaitiaki may advise Minister of Conservation and Director-General

- (1) The trustees of the Te Ātiawa o Te Waka-a-Māui Trust are appointed as statutory kaitiaki of the following islands in Queen Charlotte Sound / Tōtaranui: 25
  - (a) Allports Island (as shown on deed plan OTS–202–131):
  - (b) Amerikiwhaiti Island (as shown on deed plan OTS–202–133):
  - (c) Blumine Island (Oruawairua) (as shown on deed plan OTS–202–132): 30
  - (d) Mabel Island (as shown on deed plan OTS–202–136):
  - (e) Matapara / Pickersgill Island (as shown on deed plan OTS–202–132).

- (2) The trustees, as statutory kaitiaki of the islands, may provide written advice to the Minister of Conservation or the Director-General about—
  - (a) the restoration of native plants on the islands; and
  - (b) the management of species of native animals on the islands. 5
- (3) The Minister of Conservation or the Director-General must have regard to written advice received from the trustees on a matter referred to in **subsection (2)** when making a decision on the matter. 10

#### **342 Preparation of kaitiaki plan**

- (1) The trustees of the Te Ātiawa o Te Waka-a-Māui Trust may at any time prepare a plan and lodge it with Marlborough District Council.
- (2) The plan must specify— 15
  - (a) the values of Te Ātiawa o Te Waka-a-Māui in relation to the coastal marine area of Queen Charlotte Sound / Tōtaranui; and
  - (b) the resource management issues of significance to Te Ātiawa o Te Waka-a-Māui in relation to the coastal marine area of Queen Charlotte Sound / Tōtaranui; and 20
  - (c) Te Ātiawa o Te Waka-a-Māui's statement of kaitiakitanga for fisheries management in the coastal marine area of Queen Charlotte Sound / Tōtaranui.

#### **343 Effect of kaitiaki plan on council** 25

- (1) This section applies when Marlborough District Council is preparing or changing a regional policy statement or regional coastal plan that wholly or partly covers the coastal marine area of Queen Charlotte Sound / Tōtaranui.
- (2) The council must take into account the kaitiaki plan to the extent that its content has a bearing on the resource management issues of the coastal marine area of Queen Charlotte Sound / Tōtaranui. 30
- (3) The council must include in the regional policy statement or regional coastal plan a statement of the resource management 35

issues of significance to Te Ātiawa o Te Waka-a-Māui as set out in the kaitiaki plan.

- (4) The council must refer to the kaitiaki plan to the extent that it is relevant in its report under section 32(5) of the Resource Management Act 1991 on an evaluation of the proposed regional policy statement or regional coastal plan. 5

**344 Limitation of rights**

The kaitiaki plan does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights (including rights under the Marine and Coastal Area (Takutai Moana) Act 2011) relating to, the coastal marine area of Queen Charlotte Sound / Tōtaranui. 10

Subpart 13—Acknowledgement of historical  
association with West of Separation Point /  
Te Matau 15

**345 Acknowledgement of historical association with West of Separation Point / Te Matau**

The Crown acknowledges the statement made by Ngāti Kōata of its historical association with West of Separation Point / Te Matau in the form set out in part 2.2 of the documents schedule of the deed of settlement for Ngāti Kōata. 20

Subpart 14—River and freshwater advisory  
committee

**346 Advisory committee established**

An advisory committee is established to provide advice in relation to the management of rivers and fresh water within the regions of the following councils (the **relevant councils**): 25

- (a) Marlborough District Council; and
- (b) Nelson City Council; and
- (c) Tasman District Council. 30

**347 Appointment of members to advisory committee**

- (1) The advisory committee consists of no more than 8 members.

- (2) One member may be appointed by the trustees of each of the 4 settlement trusts, the 3 related settlement trusts, and the Toa Rangatira Trust.
- (3) The trustees of a trust may appoint a member only by giving a written notice with the following details to the trustees of the 5 other trusts:
  - (a) the member's full name, address, and other contact details; and
  - (b) the date on which the appointment takes effect, which must be no earlier than the date of the notice. 10

**348 Advisory committee may provide advice**

- (1) The advisory committee may provide written advice, in reply to an invitation under **section 349**, in relation to the management of rivers and fresh water within the region of a relevant council before the council— 15
  - (a) makes any decisions on the review of a policy statement or plan under section 79 of the Resource Management Act 1991; or
  - (b) starts to prepare or change a policy statement or plan under Part 1 of Schedule 1 of that Act; or 20
  - (c) notifies a proposed policy statement or plan under clause 5 of Schedule 1 of that Act.
- (2) If the committee and a relevant council agree in writing, the committee may provide written advice to the council on any other matter in relation to the Resource Management Act 1991. 25
- (3) The committee or the council may terminate any agreement to provide advice under **subsection (2)** by giving written notice to the other party.

**349 Council must invite and have regard to advice**

- (1) A relevant council must comply with this section before performing any action referred to in **section 348(1)(a) to (c)**. 30
- (2) The council must provide a written invitation to the advisory committee to provide written advice in relation to the action.
- (3) The council must have regard to advice received from the committee under **section 348(1)** in reply to an invitation if the advice is received— 35

- (a) before the day that is 2 months after the day on which the committee received the invitation; or
- (b) before any other day agreed to by the council and the committee.
- (4) The council must have regard to any advice received from the committee under **section 348(2)** if it is reasonably practicable to do so. 5

### **350 Procedure and meetings of advisory committee**

- (1) The advisory committee must—
  - (a) regulate its own procedure; and 10
  - (b) make decisions only with the agreement of all of the members who are present and who vote at a meeting; and
  - (c) conduct proceedings with a quorum of a majority of the members who have been appointed to the committee; and 15
  - (d) provide the relevant councils with an address to which the councils must send notices to the committee.
- (2) The committee may request that a relevant council have 1 or more representatives attend a meeting of the committee. 20
- (3) In making the request, the committee must—
  - (a) give the council 10 working days' notice of the meeting in writing; and
  - (b) provide the council with an agenda for the meeting.
- (4) The council must have 1 or more representatives attend the meeting if it is reasonably practicable to do so, but the council may decide on the number of representatives at its discretion. 25
- (5) Each relevant council need not have representatives attend more than 4 meetings each year.

### **351 Advisory committee may request information** 30

- (1) The advisory committee may make a written request for information from a relevant council in relation to an action or a proposed action of a council referred to in **section 348(1)(a) to (c)**.
- (2) The council must provide the requested information to the committee if it is reasonably practicable to do so. 35

- 352 Other obligations under Resource Management Act 1991**  
This subpart does not limit the obligations of a relevant council under the Resource Management Act 1991.

## **Part 6**

### **Commercial redress** 5

Subpart 1—Transfer of commercial redress  
properties and deferred selection properties

- 353 The Crown may transfer properties**  
To give effect to part 6 of a deed of settlement, and part 6 of the property redress schedule of a deed of settlement, the Crown (acting by and through the chief executive of the land holding agency) is authorised to— 10
- (a) transfer the fee simple estate in a commercial redress property or deferred selection property to the trustees of a settlement trust; and 15
  - (b) sign a transfer instrument or other document, or do anything else, to effect the transfer.
- 354 Registrar-General to create computer freehold register**
- (1) **Subsection (2)** applies to the following: 20
    - (a) a commercial redress property other than a licensed property;
    - (b) a deferred selection property that is to transfer to the trustees of only 1 settlement trust.
  - (2) To the extent that the property is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of the property, the Registrar-General must, in accordance with a written application by an authorised person,— 25
    - (a) create a computer freehold register for the fee simple estate in the property in the name of the Crown; and 30
    - (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application; and
    - (c) omit any statement of purpose from the computer freehold register. 35



- (3) For a licensed property that is to transfer to the trustees of only 1 settlement trust, 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 5
  - (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application; and
  - (c) omit any statement of purpose from the computer freehold register. 10
- (4) However, **subsections (5) and (6)** override **subsection (3)**.
- (5) For the licensed property described as Queen Charlotte Forest in table 1 in part 3 of the property redress schedule of the deed of settlement for Te Ātiawa o Te Waka-a-Māui, the Registrar-General must, in accordance with written applications by an authorised person,— 15
  - (a) create 9 computer freehold registers in the name of the Crown as follows:
    - (i) one for the fee simple estate in each of Sections 1 to 8 on SO 463404: 20
    - (ii) one for the fee simple estate in the balance of the property; and
  - (b) record on the relevant registers any interests that are registered, notified, or notifiable and that are described in the applications; and 25
  - (c) omit any statement of purpose from the registers.
- (6) For the licensed property described as Rai Forest in table 1 in part 3 of the property redress schedule of the deed of settlement for Ngāti Tama ki Te Tau Ihu, the Registrar-General must, in accordance with written applications by an authorised person,— 30
  - (a) create 2 computer freehold registers in the name of the Crown as follows:
    - (i) one for the fee simple estate in the part of the property in the Marlborough land registration district: 35
    - (ii) one for the fee simple estate in the part of the property in the Nelson land registration district; and

- (b) record on the relevant registers any interests that are registered, notified, or notifiable and that are described in the applications; and
  - (c) omit any statement of purpose from the registers.
- (7) For a licensed property or deferred selection property that is to transfer to the trustees of 2 or more settlement trusts, the Registrar-General must, in accordance with written applications by an authorised person,—
  - (a) create, in the name of the Crown, a computer freehold register for each undivided share of the fee simple estate in the property; and
  - (b) record on the relevant registers any interests that are registered, notified, or notifiable and that are described in the applications; and
  - (c) omit any statement of purpose from the registers.
- (8) **Subsections (2) to (7)** are subject to the completion of any survey necessary to create a computer freehold register.
- (9) The authorised person may grant a covenant for the later creation of a computer freehold register for any land that is to be transferred to the trustees of a settlement trust.
- (10) Despite the Land Transfer Act 1952,—
  - (a) the authorised person may request the Registrar-General to register the covenant under the Land Transfer Act 1952 by creating a computer interest register; and
  - (b) the Registrar-General must comply with the request.
- (11) In this section, **authorised person** means a person authorised by the chief executive of the land holding agency for the relevant property.

### 355 Minister of Conservation may grant easements

- (1) The Minister of Conservation may grant any easement required to fulfil the terms of a deed of settlement in relation to a commercial redress property or deferred selection property over—
  - (a) a conservation area (under the Conservation Act 1987); or
  - (b) a reserve (under the Reserves Act 1977).
- (2) Any such easement—

- (a) is enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987; and
- (b) is to be treated as having been granted in accordance with Part 3B of that Act; and
- (c) is registrable under section 17ZA(2) of that Act, as if it were a deed to which that provision applied. 5

### 356 Application of other enactments

- (1) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
  - (a) the transfer of the fee simple estate in a commercial redress property or deferred selection property to the trustees of a settlement trust; or 10
  - (b) a leaseback of the property to the Crown in accordance with part 6 of a deed of settlement; or
  - (c) any matter incidental to, or required for the purpose of, the transfer or leaseback. 15
- (2) The transfer of the fee simple estate in a commercial redress property or deferred selection property to the trustees of a settlement trust does not—
  - (a) limit section 10 or 11 of the Crown Minerals Act 1991; or 20
  - (b) affect other rights to subsurface minerals.
- (3) The transfer of the fee simple estate in a commercial redress property or deferred selection property to the trustees of a settlement trust 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. 25
- (4) In exercising the powers conferred by **section 353**, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a commercial redress property or deferred selection property. 30
- (5) **Subsection (4)** is subject to **subsections (2) and (3)**.
- (6) 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 part 6 of a deed of settlement, and part 6 of the property redress schedule of a deed of 35

settlement, in relation to a commercial redress property or deferred selection property.

**357 Transfer of certain commercial redress properties and deferred selection properties**

- (1) The commercial redress property described as Renwick Area Office, 22 Gee Street, Linkwater, in table 2 in part 3 of the property redress schedule of the deed of settlement for Ngāti Kōata ceases to be a conservation area under the Conservation Act 1987. 5
- (2) **Subsection (3)** applies to a deferred selection property described as follows (in table 1 if there are 2 tables) in part 4 of the property redress schedule of a deed of settlement if the property transfers to the trustees of a settlement trust in accordance with part 6 of that schedule: 10
  - (a) Te Tai Tapu / North Anatori (in the deed of settlement for Ngāti Tama ki Te Tau Ihu, and being part of North-west Nelson Forest Park); or 15
  - (b) Te Tai Tapu / Snake Creek (in the deed of settlement for Ngāti Rārua, and being part of North-west Nelson Forest Park); or 20
  - (c) York Street workshop, York Street, Picton (in the deed of settlement for Te Ātiawa o Te Waka-a-Māui). 25
- (3) Immediately before the transfer, the property ceases to be a conservation area under the Conservation Act 1987. 30
- (4) If the land, or any part of the land, in the property referred to in **subsection (2)(a) or (b)** is, immediately before the transfer, all or part of a Crown protected area, then upon transfer 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. 35
- (5) **Subsection (6)** applies to the deferred selection property described as the Waitaria Bay School site in part 4 of the property redress schedule of the deed of settlement for Ngāti Kōata if the property transfers to the trustees of Te Pātaka a Ngāti Kōata in accordance with part 6 of that schedule. 35

- (6) Immediately before the transfer, the reservation of the property as a government purpose reserve for education purposes subject to the Reserves Act 1977 is revoked.
- (7) **Subsection (8)** applies to a deferred selection property described as follows (in table 1 if there are 2 tables) in part 4 of the property redress schedule of a deed of settlement if the property transfers to the trustees of a settlement trust in accordance with part 6 of that schedule:
  - (a) Whangarae Estuary (in the deed of settlement for Ngāti Kōata, and being part of Okiwi Bay & Moncrieff Scenic Reserve); or
  - (b) Whatapu / Queen Charlotte Sound (in the deed of settlement for Te Ātiawa o Te Waka-a-Māui).
- (8) Immediately before the transfer, the reservation of the property as any class of reserve subject to the Reserves Act 1977 is revoked.
- (9) If the land, or any part of the land, in the property referred to in **subsection (7)(a)** is, immediately before the transfer, all or part of a Crown protected area, then upon transfer 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.
- (10) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation of reserve status under **subsection (6) or (8)**.
- (11) **Subsection (12)** applies to the deferred selection property described as Batchelor Ford Road in part 4 of the property redress schedule of the deed of settlement for Ngāti Tama ki Te Tau Ihu if the property transfers to the trustees of the Ngāti Tama ki Te Waipounamu Trust in accordance with part 6 of that schedule.
- (12) The marginal strip reserved by section 24 of the Conservation Act 1987 from the transfer of the deferred selection property is reduced to a width of 5 metres, despite **section 356(3)**.
- (13) In **subsections (4) and (9)**, **Board**, **Crown protected area**, **Gazetteer**, and **official geographic name** have the meanings given by section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

### **358 Transfer of properties subject to lease**

- (1) This section applies to a commercial redress property or deferred selection property—
  - (a) for which the land holding agency is the Ministry of Education; and 5
  - (b) the ownership of which is to transfer to the trustees of a settlement trust in accordance with part 6 of the property redress schedule of a deed of settlement; and
  - (c) that, after the transfer, is to be subject to a lease back to the Crown. 10
- (2) Despite **section 356(3)** (which refers to section 24(2A) of the Conservation Act 1987), the rest of section 24 of that Act does not apply to the transfer of the property.
- (3) The transfer instrument for the transfer of the property must include a notification that the land is to become subject to **section 358(6) and (7)** upon the registration of the transfer. 15
- (4) The Registrar-General must, upon the registration of the transfer of the property, record on any computer freehold register for the property—
  - (a) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and 20
  - (b) that the land is subject to **section 358(6) and (7)**.
- (5) A notification made under **subsection (4)** 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. 25
- (6) If the lease referred to in **subsection (1)(c)** (or a renewal of that lease) terminates, or expires without being renewed, in relation to all or part of the property, the transfer of the property is no longer exempt from the rest of section 24 of the Conservation Act 1987 in relation to all or that part of the property, as the case may be. 30
- (7) If the lease referred to in **subsection (1)(c)** (or a renewal of that lease) terminates, or expires without being renewed, in relation to all or part of the property, then the registered proprietors of the property must apply in writing to the Registrar-General to,— 35

- (a) if none of the property remains subject to such a lease, remove from the computer freehold register for the property any notifications that—
  - (i) section 24 of the Conservation Act 1987 does not apply to the land; and 5
  - (ii) the land is subject to **section 358(6) and (7)**; or
- (b) if only part of the property remains subject to such a lease (the **leased part**), amend any notifications on the computer freehold register for the property to record that, in relation to only the leased part,— 10
  - (i) section 24 of the Conservation Act 1987 does not apply to that part; and
  - (ii) that part is subject to **section 358(6) and (7)**.
- (8) The Registrar-General must comply with an application received in accordance with **subsection (7)** free of charge to the applicant. 15

## Subpart 2—Licensed properties and unlicensed land

### *Licensed properties*

- 359 Interpretation** 20
- In this subpart,—
- Crown forestry rental trust** means the trust established by the Crown forestry rental trust deed
- 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 25
- relevant Crown forestry licence**, for a licensed property, means the Crown forestry licence described in relation to the property in part 3 of the property redress schedule of a deed of settlement 30
- relevant trustees**, for a licensed property, means the trustees of the settlement trust of each of the 1 or more settlement iwi whose deeds describe the property.

**360 Licensed property ceases to be Crown forest land**

- (1) A licensed property ceases to be Crown forest land under the Crown Forest Assets Act 1989 upon the registration of the transfer of the fee simple estate in the property to the relevant trustees. 5
- (2) However, although the licensed property does not cease to be Crown forest land until the transfer to the relevant trustees is registered, neither the Crown nor any court or tribunal may do any thing or omit to do any thing if that act or omission would, between the settlement date and the date of registration,— 10
  - (a) be permitted by the Crown Forest Assets Act 1989; but
  - (b) be inconsistent with part 6 of a deed of settlement.

**361 Trustees confirmed beneficiaries and licensors in relation to licensed property**

- (1) The relevant trustees are, in relation to a licensed property, the confirmed beneficiaries under clause 11.1 of the Crown forestry rental trust deed. 15
- (2) The effect of **subsection (1)** is that—
  - (a) the relevant trustees are entitled to the rental proceeds paid for the property to the trustees of the Crown forestry rental trust under the relevant Crown forestry licence since the commencement of the licence; and 20
  - (b) all the provisions of the Crown forestry rental trust deed apply on the basis that the relevant trustees are the confirmed beneficiaries in relation to the property. 25
- (3) Despite **subsection (2)(a)**, the trustees of the settlement trusts and the trustee of the Toa Rangatira Trust are entitled to the rental proceeds referred to in **subsection (2)(a)** for all of the licensed properties as provided for in—
  - (a) clause 6.9 of the deeds of settlement for Ngāti Kōata and Ngāti Rārua: 30
  - (b) clause 6.10 of the deed of settlement for Ngāti Tama ki Te Tau Ihu:
  - (c) clause 6.11 of the deed of settlement for Te Ātiawa o Te Waka-a-Māui: 35
  - (d) clause 6.22 of the deed of settlement for Ngati Toa Rangatira.



- (4) The Crown must give notice in accordance with section 17(4)(b) of the Crown Forest Assets Act 1989 in respect of each relevant Crown forestry licence, even though the Waitangi Tribunal has not made recommendations under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the 1 or more licensed properties to which the licence applies. 5
- (5) Notice given by the Crown under **subsection (4)** has effect as if—
  - (a) the Waitangi Tribunal had made recommendations under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of each licensed property; and 10
  - (b) the recommendations had become final on the settlement date.
- (6) The relevant trustees are the licensors under the relevant Crown forestry licence in relation to a licensed property as if the property had been returned to Māori ownership—
  - (a) on the settlement date; and 15
  - (b) under section 36 of the Crown Forest Assets Act 1989.
- (7) However, section 36(1)(b) of the Crown Forest Assets Act 1989 does not apply to a licensed property. 20

### **362 Effect of transfer of licensed property**

- (1) **Section 361** applies whether or not—
  - (a) the transfer of the fee simple estate in the 1 or more licensed properties to which the relevant Crown forestry licence applies has been registered; or 25
  - (b) the processes described in clause 17.4 of the relevant Crown forestry licence have been completed.
- (2) To the extent that the Crown has not completed the processes referred to in **subsection (1)(b)** before the settlement date, it must continue those processes—
  - (a) on or after the settlement date; and 30
  - (b) until the processes are completed.
- (3) **Subsection (4)** provides for the licence fee payable for a property under the relevant Crown forestry licence—
  - (a) for the period starting on the settlement date until the completion of the processes referred to in **subsections** 35

- (1) and (2)** for the 1 or more licensed properties to which the licence applies; and
- (b) that is not part of the rental proceeds referred to in **section 361(2)(a)**.
- (4) The licence fee payable is the amount calculated in the manner described in—
- (a) paragraphs 6.24 and 6.25 of the property redress schedule of the deed of settlement for Ngāti Kōata;
- (b) paragraphs 6.26 and 6.27 of the property redress schedule of the deed of settlement for Ngāti Rārua and Ngāti Tama ki Te Tau Ihu;
- (c) paragraphs 6.27 and 6.28 of the property redress schedule of the deed of settlement for Te Ātiawa o Te Waka-a-Māui.
- (5) However, the calculation under **subsection (4)** of the licence fee payable is overridden by any agreement between the licensors and the licensee of the relevant Crown forestry licence.
- (6) With effect on and from the settlement date, references to the prospective proprietors in clause 17.4 of the relevant Crown forestry licence must, in relation to a licensed property, be read as if they were references to the relevant trustees.
- (7) **Subsections (8) and (9)** apply if, in completing the processes described in clause 17.4 of the relevant Crown forestry licence for a licensed property, the balance of the land referred to in clause 17.4.1 of the licence is to be transferred as another licensed property under the deed of settlement for Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, Te Ātiawa o Te Waka-a-Māui, or Ngati Toa Rangatira (instead of being retained by the Crown).
- (8) The interests of the trustees to whom the balance is to be transferred replace the interests of the Crown in respect of the balance of the land in clause 17.4.1 of the relevant Crown forestry licence, and those trustees must be treated as if they were another set of prospective proprietors under clause 17.4 of the licence.
- (9) The separate licence for the balance of the land referred to in clause 17.4.3 of the relevant Crown forestry licence must include clauses similar to clauses 16.3 to 16.9 of the licence, as described in clause 17.4.4.

*Unlicensed land*

**363 Unlicensed land**

The unlicensed land ceases to be Crown forest land, and any Crown forestry assets associated with that land cease to be Crown forestry assets, under the Crown Forest Assets Act 1989. 5

**364 Management of marginal strips**

- (1) Any lessee of the unlicensed land under registered lease 9269596.1 is to be treated as if it had been appointed, under section 24H(1) of the Conservation Act 1987, to be the manager of any marginal strip within the unlicensed land. 10
- (2) The lessee may do 1 or more of the following things in relation to the marginal strip:
  - (a) exercise the powers of a manager under section 24H of the Conservation Act 1987: 15
  - (b) establish, develop, grow, manage, replant, and maintain a forest on the marginal strip as if the marginal strip were subject to the lease of the unlicensed land:
  - (c) exercise the lessee's rights under the lease of the unlicensed land as if the marginal strip were subject to the lease. 20

Subpart 3—Right of access to protected sites

**365 Interpretation**

- (1) In this subpart, **protected site** means any area of land situated in a licensed property or in the unlicensed land that is— 25
  - (a) a wahi tapu or wahi tapu area; and
  - (b) a registered place.
- (2) In **subsection (1)**, **registered place**, **wahi tapu**, and **wahi tapu area** have the meanings given by section 2 of the Historic Places Act 1993. 30

**366 Right of access to protected site**

- (1) The owner of land on which a protected site is situated and any person holding an interest in, or a right of occupancy to, the land must allow the people referred to in **subsection (2)** to have access across the land to each protected site. 35

- (2) The people are Māori for whom the protected site is of special cultural, spiritual, or historical significance.
  - (3) The right of access may be exercised by vehicle or by foot over any reasonably convenient routes specified by the owner, and is subject to the following conditions: 5
    - (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 10
    - (c) a person exercising the right must observe any reasonable conditions imposed by the owner that—
      - (i) relate to the time, location, or manner of access; and
      - (ii) are reasonably required for the safety of people, 15for the protection of land, improvements, flora, fauna, plant, equipment, or livestock, or for operational reasons.
- 367 Right of access subject to Crown forestry licence and registered lease** 20
- (1) The right of access under **section 366** is subject to the terms of—
    - (a) any Crown forestry licence; and
    - (b) any registered lease of the unlicensed land— 25
      - (i) granted before the settlement date; or
      - (ii) granted on or after the settlement date under a right of renewal contained in a registered lease granted before the settlement date.
  - (2) However, **subsection (1)** does not apply if the licensee or lessee has agreed to an exercise of the right. 30
  - (3) An amendment to a Crown forestry licence or registered lease is of no effect to the extent that it would—
    - (a) delay the date from which a person may exercise a right of access under **section 366**; or
    - (b) adversely affect the right of access in any other way. 35

### 368 Notation on computer freehold register

- (1) The Registrar-General must, in accordance with a written application by an authorised person, record on the computer freehold register for a licensed property or any unlicensed land that the land is subject to this subpart. 5
- (2) An application must be made as soon as is reasonably practicable after—
  - (a) the settlement date; or
  - (b) a computer freehold register has been created for the land, if the computer freehold register has not been created by the settlement date. 10
- (3) In this section, **authorised person** means—
  - (a) a person authorised by the chief executive of LINZ, for a licensed property; and
  - (b) a person authorised by the chief executive of the Ministry for Primary Industries, for the unlicensed land. 15

### Subpart 4—Right of first refusal in relation to RFR land

#### *Interpretation*

### 369 Interpretation 20

In this subpart and **Schedule 9**, unless the context requires another meaning,—

**deferred selection RFR land** means a property—

- (a) that is listed in part 4 of the property redress schedule of the deed of settlement for a settlement iwi, or in part 3.6 or 3.7 of the property redress schedule of the deed of settlement for a related settlement iwi, other than the property described as Nelson High/District Courthouse in the deed of settlement for Ngāti Apa ki te Rā Tō; and 25
- (b) that has not been transferred, and is no longer able to be transferred,— 30
  - (i) for a settlement iwi, to the trustees of that iwi's settlement trust in accordance with parts 5 and 6 of the relevant property redress schedule; or
  - (ii) for a related settlement iwi, to the trustees of that iwi's related settlement trust in accordance with part 3 of the relevant property redress schedule 35

**dispose of**, for 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), for 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

**expiry date**, for an offer, means its expiry date under **sections 372(2)(a) and 373**

**general RFR land** means land described in part 4 of the attachments to the deed of settlement for a settlement iwi if, on the settlement date, the land is—

- (a) vested in the Crown; or
- (b) held in fee simple by the Crown or Housing New Zealand Corporation

**notice** means a notice under this subpart

**offer** means an offer by an RFR landowner to dispose of RFR land to the trustees of an offer trust

**offer trust** means, for each of the following types of RFR land (or land obtained in exchange for the disposal of that land), the trust specified or each of the trusts specified:

- (a) for general RFR land, the settlement trust of the iwi whose deed of settlement describes the land;
- (b) for specified iwi RFR land, the Ngāti Rārua Settlement Trust and the Toa Rangatira Trust;
- (c) for settlement iwi RFR land, the 4 settlement trusts;
- (d) for deferred selection RFR land, the 4 settlement trusts and the 3 related settlement trusts;
- (e) for specified area RFR land, the 4 settlement trusts, the 3 related settlement trusts, and the Toa Rangatira Trust

**recipient trust** means, for each of the following types of RFR land (or land obtained in exchange for the disposal of that land), the trust specified:

- (a) for general RFR land, the settlement trust of the iwi whose deed of settlement describes the land: 5
- (b) for other RFR land, the 1 offer trust whose trustees accept an offer to dispose of the land under **section 375**

**RFR landowner**, for RFR land,—

- (a) means the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and 10
- (b) means a Crown body, if the body holds the fee simple estate in the land; and
- (c) includes a local authority to which RFR land has been disposed of under **section 378(1)**; but
- (d) to avoid doubt, does not include an administering body 15  
in which RFR land is vested under **section 379(1)**

**RFR period** means,—

- (a) for general RFR land, specified iwi RFR land, or settlement iwi RFR land, the period of 169 years starting on the settlement date: 20
- (b) for deferred selection RFR land or specified area RFR land, the period of 100 years starting on the settlement date

**settlement iwi RFR land** means the land described as the Nelson Marlborough Institute of Technology in part 3 of the attachments to the deed of settlement for a settlement iwi if, on the settlement date, the land is vested in the Crown or held in fee simple by the Crown 25

**specified area RFR land** means land in the South Island within the area shown on deed plan OTS–202–140 (in part 2 of the attachments to the deed of settlement for a settlement iwi) that, on the settlement date,— 30

- (a) is vested in the Crown or held in fee simple by the Crown; and
- (b) is not land that is to, or may, transfer to or vest in trustees in accordance with the deed of settlement for a settlement iwi, a related settlement iwi, or Ngati Toa Rangatira; and 35
- (c) is not conservation land; and

- (d) is not subject to a pastoral lease under Part 1 of the Crown Pastoral Land Act 1998

**specified iwi RFR land** means the land described as the summit of Tokomaru / Mount Robertson in part 5 of the attachments to the deed of settlement for Ngāti Rārua or Ngati Toa Rangatira if, on the settlement date, the land is vested in the Crown or held in fee simple by the Crown. 5

### 370 Meaning of RFR land

- (1) In **Parts 4 to 7**, **RFR land** means— 10
- (a) the general RFR land; and
  - (b) the specified iwi RFR land; and
  - (c) the settlement iwi RFR land; and
  - (d) the deferred selection RFR land; and
  - (e) the specified area RFR land; and
  - (f) land obtained in exchange for a disposal of RFR land under **section 383(1)(c) or 384**. 15
- (2) However, land ceases to be RFR land if—
- (a) the fee simple estate in the land transfers from the RFR landowner to—
    - (i) the trustees of a recipient trust or their nominee (for example, under a contract formed under **section 376**); or 20
    - (ii) any other person (including the Crown or a Crown body) under **section 371(3)**; or
  - (b) the fee simple estate in the land transfers or vests from the RFR landowner to or in a person other than the Crown or a Crown body under— 25
    - (i) any of **sections 380 to 387**; or
    - (ii) anything referred to in **section 388(1)**; or
  - (c) the land's RFR period ends. 30

### *Restrictions on disposal of RFR land*

### 371 Restrictions on disposal of RFR land

- (1) An RFR landowner must not dispose of RFR land to any person other than the trustees of a recipient trust or their nominee unless the land is disposed of under **subsection (2) or (3)**. 35



- (2) The RFR land may be disposed of under any of **sections 377 to 387** or under anything referred to in **section 388(1)**.
- (3) The RFR land may be disposed of within 2 years after the expiry date of an offer by the RFR landowner to dispose of the land to the trustees of an offer trust, if the offer to those trustees was—
  - (a) made in accordance with **section 372**; and
  - (b) made on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person referred to in **subsection (1)**; and
  - (c) not withdrawn under **section 374**; and
  - (d) not accepted under **section 375**.

*Trustees' right of first refusal*

**372 Requirements for offer**

- (1) An offer by an RFR landowner to dispose of RFR land to the trustees of an offer trust must be by notice to the trustees of the 1 or more offer trusts.
- (2) The notice must include—
  - (a) the terms of the offer, including its expiry date; and
  - (b) a legal description of the land (including any interests affecting it) and the reference for any computer register that contains the land; and
  - (c) a street address for the land (if applicable); and
  - (d) a street address, postal address, and fax number for the trustees to give notices to the RFR landowner in relation to the offer; and
  - (e) a statement that the RFR land is general RFR land, specified iwi RFR land, settlement iwi RFR land, deferred selection RFR land, or specified area RFR land (whichever applies).

**373 Expiry date of offer**

- (1) The expiry date of an offer must be on or after the 40th working day after the day on which the trustees of the 1 or more offer trusts receive notice of the offer.
- (2) However, **subsections (3) and (4)** override **subsection (1)**.

- (3) The expiry date of an offer may be on or after the 20th working day after the day on which the trustees receive notice of the offer if—
- (a) the trustees received an earlier offer to dispose of the land; and 5
  - (b) the expiry date of the earlier offer was no earlier than 6 months before the expiry date of the later offer; and
  - (c) the earlier offer was not withdrawn.
- (4) For an offer of RFR land other than general RFR land, if the RFR landowner has received notice of acceptance from the trustees of 2 or more offer trusts at the end of the expiry date specified in the notice of offer given under **section 372**, the expiry date is extended only for the trustees of those 2 or more offer trusts to the 20th working day after the day on which the trustees receive the landowner's notice given under **section 375(4)**. 10 15

#### 374 Withdrawal of offer

The RFR landowner may, by notice to the trustees of the 1 or more offer trusts, withdraw an offer at any time before it is accepted. 20

#### 375 Acceptance of offer

- (1) The trustees of an offer trust may, by notice to the RFR landowner who made an offer, accept the offer if—
- (a) it has not been withdrawn; and
  - (b) its expiry date has not passed. 25
- (2) The trustees must accept all the RFR land offered, unless the offer permits them to accept less.
- (3) For an offer of RFR land other than general RFR land,—
- (a) the offer is accepted only if the RFR landowner has received notice of acceptance from the trustees of only 1 offer trust at the end of the expiry date; and 30
  - (b) if the landowner has received notice of acceptance from the trustees of 2 or more offer trusts at the end of the expiry date specified in the notice of offer given under **section 372**, the landowner has 10 working days to give notice under **subsection (4)** to the trustees of those 2 or more offer trusts. 35

- (4) The notice must—
- (a) specify the offer trusts from whose trustees notices of acceptance have been received; and
  - (b) state that the offer may be accepted by the trustees of only 1 of those offer trusts before the end of the 20th 5 working day after the day on which they receive the landowner's notice under this subsection.

### 376 Formation of contract

- (1) If the trustees of an offer trust accept, under **section 375**, an offer by an RFR landowner to dispose of RFR land, a contract 10 for the disposal of the land is formed between the landowner and the trustees on the terms in the offer, including the terms set out in **subsections (3) to (6)**.
- (2) The terms of the contract may be varied by written agreement between the landowner and the trustees. 15
- (3) Under the contract, the trustees may nominate any person other than the trustees who is lawfully able to hold the RFR land (the **nominee**) to receive the transfer of the land.
- (4) The trustees may nominate a nominee only by giving notice to the landowner on or before the day that is 10 working days 20 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 landowner needs in order to transfer the RFR land to the nominee. 25
- (6) If the trustees nominate a nominee, the trustees remain liable for the obligations of the transferee under the contract.

### *Disposals to others where land remains RFR land*

### 377 Disposals to the Crown or Crown bodies 30

- (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 35 Education Act 1989.

**378 Disposals 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 by section 2 of that Act). 5
- (2) To avoid doubt, if RFR land is disposed of to a local authority under **subsection (1)**, the local authority becomes—
  - (a) the RFR landowner of the land; and
  - (b) subject to the obligations of an RFR landowner under this subpart. 10

**379 Disposals 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. 15
- (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. 20

*Disposals to others where land may cease to be  
RFR land* 25

**380 Disposals in accordance with 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.

**381 Disposals in accordance with legal or equitable obligation** 30

An RFR landowner may dispose of RFR land in accordance with—

- (a) a legal or an equitable obligation that—
  - (i) was unconditional before the settlement date; or

- (ii) was conditional before the settlement date but became unconditional on or after the settlement date; or
- (iii) arose after the exercise (whether before, on, or after the settlement date) of an option existing before the settlement date; or
- (b) the requirements, existing before the settlement date, of a gift, an endowment, or a trust relating to the land.

**382 Disposals under certain legislation**

An RFR landowner may dispose of RFR land in accordance with— 10

- (a) section 54(1)(d) of the Land Act 1948; or
- (b) section 355(3) of the Resource Management Act 1991; or
- (c) subpart 3 of Part 2 of the Marine and Coastal Area (Takutai Moana) Act 2011. 15

**383 Disposals 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 20
- (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 25
- (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. 30

**384 Disposals for reserve or conservation purposes**

An RFR landowner may dispose of RFR land in accordance with— 35

- (a) section 15 of the Reserves Act 1977; or

- (b) section 16A or 24E of the Conservation Act 1987.

**385 Disposals for charitable purposes**

An RFR landowner may dispose of RFR land as a gift for charitable purposes.

**386 Disposals to tenants**

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The Crown may dispose of RFR land—

- (a) that was held for education purposes on the settlement date to a person who, immediately before the disposal, is a tenant of the land or of all or part of a building on the land; or 10
- (b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land—
- (i) granted before the settlement date; or
- (ii) granted on or after the settlement date under a right of renewal contained in a lease granted before the settlement date; or 15
- (c) under section 93(4) of the Land Act 1948.

**387 Disposals by Housing New Zealand Corporation**

Housing New Zealand Corporation, or any of its subsidiaries, may dispose of RFR land to any person if the Corporation has given notice to the trustees of the 1 or more offer trusts that, in the Corporation's opinion, the disposal is to give effect to, or assist in giving effect to, the Crown's social objectives in relation to housing or services related to housing. 20

**388 RFR landowner's obligations subject to other things**

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- (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 but, for a Crown body, the obligations apply despite the purpose, functions, or objectives of the Crown body; and 30
- (b) any interest, or legal or equitable obligation,—
- (i) that prevents or limits an RFR landowner's disposal of RFR land to the trustees of an offer trust; and

- (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. 5

### *Notices*

#### **389 Notice to LINZ of certain RFR land with computer register**

- (1) If land for which there is a computer register becomes RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land. 10
- (2) If a computer register is first created for RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the register has been created. 15
- (3) The notice must be given as soon as is reasonably practicable after—
  - (a) the land for which there is a computer register becomes RFR land; or 20
  - (b) the computer register is first created for the RFR land.
- (4) The notice must specify the legal description of the land and identify the computer register that contains the land.

#### **390 Notice to trustees of potential disposal of RFR land**

- (1) This section applies if an RFR landowner is considering whether to dispose of RFR land (other than general RFR land) that, in order to be disposed of, may ultimately require the landowner to offer to dispose of the land to the trustees of an offer trust. 25
- (2) The landowner must give the trustees of the 1 or more offer trusts notice that, if the landowner decides to dispose of the land, the landowner may be required to offer to dispose of the land to the trustees of an offer trust. 30
- (3) The notice must—
  - (a) specify the legal description of the land and identify any computer register that contains the land; and 35

- (b) specify a street address for the land (if applicable); and
- (c) if the land does not have a street address, include a narrative or diagrammatic description of the land with enough information so that a person who is not familiar with the land can locate and inspect it; and 5
- (d) state that the RFR land is specified iwi RFR land, settlement iwi RFR land, deferred selection RFR land, or specified area RFR land (whichever applies).
- (4) The giving of the notice does not, of itself, mean that an obligation has arisen under— 10
  - (a) section 207(4) of the Education Act 1989; or
  - (b) section 23(1) or 24(4) of the New Zealand Railways Corporation Restructuring Act 1990; or
  - (c) section 40 of the Public Works Act 1981 or that section as applied by another enactment. 15

### **391 Notice to trustees of disposals of RFR land to others**

- (1) An RFR landowner must give the trustees of the 1 or more offer trusts notice of the disposal of RFR land by the landowner to a person other than the trustees of an offer trust or their nominee. 20
- (2) The notice must be given on or before the day that is 20 working days before the day of the disposal.
- (3) The notice must—
  - (a) specify the legal description of the land (including any interests affecting it) and identify any computer register that contains the land; and 25
  - (b) specify a street address for the land (if applicable); and
  - (c) identify the person to whom the land is being disposed of; and
  - (d) explain how the disposal complies with **section 371**; and 30
  - (e) if the disposal is being made under **section 371(3)**, include a copy of the written contract for the disposal.

### **392 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— 35



- (a) the fee simple estate in the land is to transfer from the RFR landowner to—
    - (i) the trustees of a recipient trust or their nominee (for example, under a contract formed under **section 376**); or 5
    - (ii) any other person (including the Crown or a Crown body) under **section 371(3)**; or
  - (b) the fee simple estate in the land is to transfer or vest from the RFR landowner to or in a person other than the Crown or a Crown body under— 10
    - (i) any of **sections 380 to 387**; or
    - (ii) anything referred to in **section 388(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. 15
  - (3) The notice must—
    - (a) specify the legal description of the land and identify the computer register that contains the land; and
    - (b) specify the details of the transfer or vesting of the land.
- 393 Notice requirements** 20
- Schedule 9** applies to notices given under this subpart by or to—
- (a) an RFR landowner; or
  - (b) the trustees of an offer trust or a recipient trust.

*Memorials for RFR land* 25

- 394 Recording memorials 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 that contain,—
    - (a) the RFR land for which there is a computer register on the settlement date; and 30
    - (b) the land for which there is a computer register that becomes RFR land after the settlement date; and
    - (c) the RFR land for which a computer register is first created after the settlement date. 35

- (2) The chief executive must issue a certificate as soon as is reasonably practicable after—
  - (a) the settlement date, for RFR land for which there is a computer register on the settlement date; or
  - (b) receiving a notice under **section 389** that the land has become RFR land or that a computer register has been created for 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 to the trustees of the 1 or more offer trusts as soon as is reasonably practicable after issuing the certificate.
- (5) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, record on each computer register identified in the certificate that the land described in the certificate (and contained in the computer register) is—
  - (a) RFR land as defined by **section 370**; and
  - (b) subject to this subpart (which restricts disposal, including leasing, of the land).

### **395 Removal of memorials 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 392**, issue to the Registrar-General a certificate that—
  - (a) specifies the legal description of the land and identifies the computer register that contains the land; and
  - (b) specifies the details of the transfer or vesting of the land; and
  - (c) states that it is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the trustees of the 1 or more offer trusts as soon as is reasonably practicable after issuing the certificate.
- (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 memor-

ial recorded under **section 394** for the land described in the certificate.

### **396 Removal of memorials when RFR period ends**

- (1) The chief executive of LINZ must, as soon as is reasonably practicable after the RFR period ends for any RFR land, issue 5  
to the Registrar-General a certificate that—
  - (a) identifies each computer register for the RFR land for which the RFR period has ended that still has a memorial recorded on it under **section 394**; and
  - (b) states that it is issued under this section. 10
- (2) The chief executive must provide a copy of each certificate to the trustees of the 1 or more offer trusts as soon as is reasonably practicable after issuing the certificate.
- (3) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, remove a memorial recorded under **section 394** from any computer register identified in the certificate. 15

### *General provisions*

### **397 Waiver and variation**

- (1) The trustees of the 1 or more offer trusts may, by notice to an RFR landowner, waive any of the rights the trustees have in relation to the landowner under this subpart. 20
- (2) The trustees of the 1 or more offer trusts and an RFR landowner may agree in writing to vary or waive any of the rights each has in relation to the other under this subpart. 25
- (3) A waiver or an agreement under this section is on the terms, and applies for the period, specified in it.

### **398 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. 30

### **399 Assignment of rights and obligations under this subpart**

- (1) **Subsection (3)** applies if an 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 documents; and
  - (b) has given the notices required by **subsection (2)**.
- (2) Notices must be given to each RFR landowner— 5
  - (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 10 the trustees of a trust, the name of the trust; and
  - (d) specifying the street address, postal address, or fax number for notices to the assignees.
- (3) This subpart and **Schedule 9** apply to the assignees (instead of to the RFR holder) as if the assignees were the trustees of 15 the relevant offer trust, with all necessary modifications.
- (4) In this section, **RFR holder** means the 1 or more persons who have the rights and obligations of the trustees of an offer trust under this subpart, either because—
  - (a) they are the trustees of the offer trust; or 20
  - (b) they have previously been assigned those rights and obligations under this section.

## Part 7

### Transitional matters for Ngāti Tama ki Te Tau Ihu—governance reorganisation 25 and taxation

#### Subpart 1—Governance reorganisation

#### 400 Interpretation

- (1) In this Part,—
  - assets** means assets of any kind, whether real or personal prop- 30 erty, money, rights, or interests
  - charitable trust board** means the trustees of the Ngati Tama Manawhenua Ki Te Tau Ihu Trust incorporated as a board under the Charitable Trusts Act 1957 (with registration num- 35 ber 574867)

**exempt income** has the meaning given by section YA 1 of the Income Tax Act 2007

**Inland Revenue Acts** has the meaning given by section 3(1) of the Tax Administration Act 1994

**liabilities** includes debts, charges, duties, and other obligations, whether present, future, actual, contingent, payable, or to be observed or performed in New Zealand or elsewhere

**NTTW Trust** means the Ngāti Tama ki Te Waipounamu Trust (as defined by **section 211**)

**NTTW trustees** means the trustees of the NTTW Trust

**subsidiary** means the Tama Asset Holding Company Limited

**taxable income** has the meaning given by section YA 1 of the Income Tax Act 2007

**transferred employee** means a person to whom **section 410** applies.

- (2) In this Part, unless the context requires another meaning, terms used and not defined in this Part, but defined in the Inland Revenue Acts, have the meanings given in those Acts.

### *Dissolution of charitable trust board*

#### **401 Dissolution of charitable trust board**

- (1) On the commencement of **Parts 4 to 7**, the charitable trust board is dissolved and—
- (a) the term of office of the trustees constituting the charitable trust board expires; and
  - (b) proceedings by, against, or involving the charitable trust board may be continued, completed, or enforced as if the NTTW trustees were the charitable trust board (without amendment to the proceedings); and
  - (c) a reference to the charitable trust board (express or implied) in any instrument, register, agreement, deed, lease, application, notice, or other document in force or in effect immediately before the commencement of **Parts 4 to 7** must, unless the context requires another meaning, be read as a reference to the NTTW trustees.
- (2) A person holding office as a trustee constituting the charitable trust board immediately before the commencement of **Parts**

**4 to 7** is not entitled to compensation as a result of the expiry under this section of his or her term of office.

**402 Vesting of assets and liabilities of charitable trust board**

- (1) On the commencement of **Parts 4 to 7**, the assets and liabilities of the charitable trust board vest in the NTTW trustees and become the assets and liabilities of the NTTW trustees. 5
- (2) However, to the extent that any asset or liability of the charitable trust board is owned or held subject to any charitable trusts, the asset or liability vests in the NTTW trustees—
  - (a) freed of those charitable trusts; but 10
  - (b) subject to the trusts expressed in the deed of trust for the NTTW Trust.
- (3) In this section, **assets** and **liabilities** means the assets and liabilities owned, controlled, or held, wholly or in part, by the charitable trust board immediately before the commencement of **Parts 4 to 7**. 15
- (4) To avoid doubt, the assets and liabilities of the subsidiary continue to be the assets and liabilities of the subsidiary.

**403 Assets and liabilities of subsidiary freed of charitable purposes** 20

- (1) To the extent that, immediately before the commencement of **Parts 4 to 7**, any asset or liability of the subsidiary is held subject to any charitable purposes, on the commencement of **Parts 4 to 7**—
  - (a) the asset or liability is freed of those charitable purposes; and 25
  - (b) the constitution of the subsidiary is deemed to have been amended to the extent necessary to give effect to **paragraph (a)**.
- (2) If, on the commencement of **Parts 4 to 7**, the subsidiary is a tax charity for the purposes of the Inland Revenue Acts, the subsidiary ceases to be a tax charity at that time. 30
- (3) To avoid doubt, nothing in this section has the effect, of itself, of causing a subsidiary to be a different person for the purposes of the Inland Revenue Acts. 35

#### **404 Final annual report of charitable trust board**

- (1) As soon as practicable after the commencement of **Parts 4 to 7**, the NTTW trustees must prepare a final annual report of the charitable trust board to show the financial results of the operations of the charitable trust board for the period starting on the day after the last day covered by the previous annual report and ending on the day before the commencement of **Parts 4 to 7**. 5
- (2) At the first general meeting of the NTTW trustees after the final annual report is completed, the NTTW trustees must present the final annual report to the members of Ngāti Tama ki Te Tau Ihu who attend the meeting. 10

#### *General matters relating to dissolution of charitable trust board*

#### **405 Matters not affected by transfer**

Nothing given effect to or authorised by this subpart—

- (a) places the charitable trust board, the NTTW trustees, the Crown, or any other person or body in breach of a contract or confidence, or makes them guilty of a civil wrong; or 20
- (b) gives rise to a right for any person to terminate or cancel any contract or arrangement, to accelerate the performance of an obligation, to impose a penalty, or to increase a charge; or
- (c) places the charitable trust board, the NTTW trustees, the Crown, or any other person or body in breach of an enactment, rule of law, or contract that prohibits, restricts, or regulates the assignment or transfer of an asset or a liability or the disclosure of information; or 25
- (d) releases a surety, wholly or in part, from an obligation; or 30
- (e) invalidates or discharges a contract.

#### **406 Status of contracts and other instruments**

- (1) Instruments are binding on, and enforceable by, against, or in favour of, the NTTW trustees as if the instruments had been entered into by, made with, given to or by, or addressed to or by, the NTTW trustees and not the charitable trust board. 35

- (2) In this section, **instruments** means contracts, agreements, conveyances, deeds, leases, licences, undertakings, notices, and other instruments entered into by, made with, given to or by, or addressed to or by, the charitable trust board (whether alone or with another person) before the commencement of **Parts 4 to 7** and in effect immediately before that date. 5

#### 407 Status of existing securities

- (1) A security held by the charitable trust board as security for a debt or other liability to the charitable trust board incurred before the commencement of **Parts 4 to 7**— 10
- (a) is available to the NTTW trustees as security for the discharge of that debt or liability; and
  - (b) if the security extends to future or prospective debts or liabilities, is available as security for the discharge of debts or liabilities to the NTTW trustees incurred on or after the commencement of **Parts 4 to 7**. 15
- (2) The NTTW trustees are entitled to the same rights and priorities, and subject to the same liabilities, in relation to the security as the charitable trust board would be if **Parts 4 to 7** had not been passed. 20

#### 408 Books and documents to remain evidence

- (1) A document, matter, or thing that would have been admissible in evidence for or against the charitable trust board is, on and after the commencement of **Parts 4 to 7**, admissible in evidence for or against the NTTW trustees. 25
- (2) In this section, **document** has the meaning given by section 4(1) of the Evidence Act 2006.

#### 409 Registers

- (1) The Registrar-General or any other person charged with keeping books or registers is not required to change the name of the charitable trust board to the names of the NTTW trustees in the books or registers or in a document solely because of the provisions of this subpart. 30
- (2) If the NTTW trustees present an instrument to a registrar or other person, the presentation of that instrument is, in the ab- 35



sence of evidence to the contrary, sufficient proof that the property is vested in the NTTW trustees, as specified in the instrument.

- (3) For the purposes of **subsection (2)**, the instrument need not be an instrument of transfer, but must—
  - (a) be executed or purport to be executed by the NTTW trustees; and
  - (b) relate to assets or liabilities held, managed, or controlled by the charitable trust board, or any entity wholly or partly owned or controlled by the charitable trust board, immediately before the commencement of **Parts 4 to 7**; and
  - (c) be accompanied by a certificate given by the NTTW trustees or their solicitor stating that the property was vested in the NTTW trustees by or under **Parts 4 to 7**.

*Employees of charitable trust board*

**410 Transfer of employees**

On the commencement of **Parts 4 to 7**, each employee of the charitable trust board ceases to be an employee of the charitable trust board and becomes an employee of the NTTW trustees.

**411 Protection of terms and conditions of employment**

- (1) The employment of a transferred employee must be on terms and conditions no less favourable to the transferred employee than those applying to him or her immediately before the commencement of **Parts 4 to 7**.
- (2) **Subsection (1)**—
  - (a) continues to apply to the terms and conditions of employment of a transferred employee until the terms and conditions are varied by agreement between the transferred employee and the NTTW trustees; and
  - (b) does not apply to a transferred employee who accepts any subsequent appointment with the NTTW trustees.

#### **412 Continuity of employment**

For the purposes of any enactment, rule of law, determination, contract, or agreement relating to the employment of a transferred employee, the transfer of the person's employment from the charitable trust board to the NTTW trustees does not, of itself, break the employment of that person, and the period of his or her employment by the charitable trust board is to be regarded as having been a period of service with the NTTW trustees. 5

#### **413 No compensation for technical redundancy** 10

A transferred employee is not entitled to receive any payment or any other benefit solely on the ground that—

- (a) the position held by the employee with the charitable trust board has ceased to exist; or
- (b) the employee has ceased, as a result of his or her transfer to the NTTW trustees, to be an employee of the charitable trust board. 15

### **Subpart 2—Transitional taxation provisions**

#### **414 Application of this subpart**

This subpart applies, by virtue of the reorganisation of the governance of Ngāti Tama ki Te Tau Ihu under **subpart 1**, for the purposes of the Inland Revenue Acts. 20

#### **415 Taxation in respect of transfer of assets and liabilities of charitable trust board**

- (1) On and from the date on which the assets and liabilities of the charitable trust board vest in the NTTW trustees under **section 402(1)**,— 25
  - (a) the NTTW trustees are deemed to be the same person as the charitable trust board; and
  - (b) everything done by the charitable trust board before that date is deemed to have been done by the NTTW trustees on the date that it was done by the charitable trust board. 30
- (2) Income derived or expenditure incurred by the charitable trust board before the assets and liabilities vest in the NTTW trustees does not become income derived or expenditure 35

- incurred by the NTTW trustees just because the assets and liabilities vest in the NTTW trustees under **section 402(1)**.
- (3) If income of the charitable trust board is derived from a financial arrangement, trading stock, revenue account property, or depreciable property and is exempt income of the charitable trust board but is not exempt income of the NTTW trustees, the NTTW trustees are to be treated as having acquired the financial arrangement, trading stock, revenue account property, or depreciable property—
- (a) on the day that it becomes the NTTW trustees' property; and
- (b) for a consideration that is its market value on that day.
- (4) The NTTW trustees must identify the undistributed charitable amount, using the following formula:
- $$a - b$$
- where—
- a is the total of the amounts derived by the charitable trust board that, but for the application of sections CW 41 and CW 42 of the Income Tax Act 2007, would have been taxable income derived by the charitable trust board before the commencement of **Parts 4 to 7**
- b is the total of the amounts described in variable a that have been distributed before the commencement of **Parts 4 to 7**.
- (5) The undistributed charitable amount described in **subsection (4)** is excluded from the corpus of the NTTW Trust for the purposes of the Income Tax Act 2007, to the extent to which it is otherwise included but for this subsection.
- (6) If the NTTW trustees distribute any of the undistributed charitable amount to a person, that amount is treated as beneficiary income for the purposes of the Income Tax Act 2007, unless **subsection (7)** applies.
- (7) If the NTTW trustees distribute any of the undistributed charitable amount for a charitable purpose, the distribution is exempt income of the recipient.

*Election by NTTW trustees to be Maori authority*

**416 Election by NTTW trustees to be Maori authority**

- (1) If the NTTW trustees are a Maori authority (having made an election under section HF 11 of the Income Tax Act 2007), to the extent that the amount referred to in **section 415(4)** is distributed in an income year, that distribution will be—
  - (a) exempt income if the distribution is applied for a charitable purpose; or
  - (b) a taxable Maori authority distribution.
- (2) If this section applies, the distribution must be disregarded for the purposes of section HF 8 of the Income Tax Act 2007.

*Subsidiary*

**417 Taxation in respect of assets and liabilities of subsidiary**

- (1) This section applies if income of the subsidiary is derived from a financial arrangement, trading stock, revenue account property, or depreciable property and is exempt income of the subsidiary before the commencement of **Parts 4 to 7** and ceases to be exempt income as a result of the application of **section 403**.
- (2) The subsidiary is to be treated as having acquired the financial arrangement, trading stock, revenue account property, or depreciable property for a consideration that is its market value on the commencement of **Parts 4 to 7**.

**418 Election by subsidiary to be Maori authority**

- (1) This section applies if—
  - (a) the subsidiary is a Maori authority (having made an election under section HF 11 of the Income Tax Act 2007); and
  - (b) income derived by the subsidiary before the commencement of **Parts 4 to 7** that was exempt income under sections CW 41 and CW 42 of that Act is, after the commencement of **Parts 4 to 7**, distributed by the subsidiary in an income year.
- (2) The distribution—
  - (a) must be treated as a taxable Maori authority distribution; and

- (b) must be disregarded for the purposes of section HF 8 of the Income Tax Act 2007.

• • • • •

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
Claims Settlement Bill**

Schedule 5

**Schedule 5  
Statutory areas**

**ss 229(2), 239**

<b>Statutory area</b>	<b>Location</b>	<b>Iwi with association</b>
Rotokura / Cable Bay	As shown on OTS–202–43	Ngāti Tama ki Te Tau Ihu
Maungatapu	As shown on OTS–202–44	Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Matapehe	As shown on OTS–202–45	Ngāti Kōata
Lake Rotoiti, Nelson Lakes National Park	As shown on OTS–202–46	Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Lake Rotoroa, Nelson Lakes National Park	As shown on OTS–202–47	Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Abel Tasman Monument in Abel Tasman National Park	As shown on OTS–202–48	Ngāti Rārua
Westhaven (Te Tai Tapu) Marine Reserve and Westhaven (Whanganui Inlet) Wildlife Management Reserve	As shown on OTS–202–42	Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Parapara Peak	As shown on OTS–202–49	Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Pukeone / Mount Campbell	As shown on OTS–202–50	Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Wharepapa / Arthur Range	As shown on OTS–202–51	Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Moawhitu (Rangitoto ki te Tonga / D’Urville Island)	As shown on OTS–202–53	Ngāti Kōata

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
Claims Settlement Bill**

Schedule 5

<b>Statutory area</b>	<b>Location</b>	<b>Iwi with association</b>
Askews Hill quarry site in Taipare Conservation Area	As shown on OTS–202–56	Ngāti Kōata
Penguin Bay (Rangitoto ki te Tonga / D’Urville Island)	As shown on OTS–202–57	Ngāti Kōata
Cullen Point	As shown on OTS–202–112	Ngāti Kōata
Queen Charlotte Sound / Tōtaranui and islands	As shown on OTS–202–59	Te Ātiawa o Te Waka-a-Māui
Hura (on Arapaoa Island)	As shown on OTS–202–60	Te Ātiawa o Te Waka-a-Māui
Para Swamp Wildlife Reserve	As shown on OTS–202–61	Ngāti Rārua
Wharehunga Bay Recreation Reserve (on Arapaoa Island)	As shown on OTS–202–62	Te Ātiawa o Te Waka-a-Māui
West of Separation Point / Te Matau	As shown on OTS–202–90	Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve	As shown on OTS–202–97	Ngāti Rārua
Wairau River Diversion Conservation Area	As shown on OTS–202–96	Ngāti Rārua
Wairau River, marginal strips	As shown on OTS–202–95	Ngāti Rārua
Te Anamāhanga / Port Gore	As shown on OTS–202–92	Te Ātiawa o Te Waka-a-Māui
Maitai River and its tributaries	As shown on OTS–202–64	Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Wairau River, Omaka River, and Ōpaoa River and their tributaries	As shown on OTS–202–65	Ngāti Rārua
Waimea River, Wairoa River, and Wai-iti River and their tributaries	As shown on OTS–202–66	Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
Claims Settlement Bill**

Schedule 5

<b>Statutory area</b>	<b>Location</b>	<b>Iwi with association</b>
Motueka River and its tributaries	As shown on OTS–202–67	Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Tākaka River and its tributaries	As shown on OTS–202–68	Ngāti Tama ki Te Tau Ihu and Te Ātiawa o Te Waka-a-Māui
Aorere River and its tributaries	As shown on OTS–202–69	Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Te Hoiere / Pelorus River and its tributaries	As shown on OTS–202–70	Ngāti Kōata, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Riuwaka River, and Resurgence, and its tributaries	As shown on OTS–202–71	Ngāti Rārua and Te Ātiawa o Te Waka-a-Māui
Waikawa Stream and its tributaries	As shown on OTS–202–72	Te Ātiawa o Te Waka-a-Māui
Waitohi River and its tributaries	As shown on OTS–202–73	Te Ātiawa o Te Waka-a-Māui
Paturau River and its tributaries	As shown on OTS–202–74	Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Anatori River and its tributaries	As shown on OTS–202–75	Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Buller River (northern portion) and its tributaries	As shown on OTS–202–98	Ngāti Rārua
Tuamarina River and its tributaries	As shown on OTS–202–99	Te Ātiawa o Te Waka-a-Māui
Moutere River and its tributaries	As shown on OTS–202–100	Te Ātiawa o Te Waka-a-Māui
Turimawiri River and its tributaries	As shown on OTS–202–101	Te Ātiawa o Te Waka-a-Māui
Whangamoa River and its tributaries	As shown on OTS–202–102	Ngāti Kōata and Ngāti Tama ki Te Tau Ihu
Anaweka River and its tributaries	As shown on OTS–202–103	Ngāti Rārua



**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
Claims Settlement Bill**

Schedule 5

<b>Statutory area</b>	<b>Location</b>	<b>Iwi with association</b>
Kaka Point	As shown on OTS-202-113	Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Kaiteriteri Scenic Reserve	As shown on OTS-202-122	Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Otuhaereroa Island	As shown on OTS-202-129	Ngāti Kōata
Motuanauru Island	As shown on OTS-202-130	Ngāti Kōata
Te Tau Ihu coastal marine area	As shown on OTS-202-63	Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
Claims Settlement Bill**

Schedule 6

## Schedule 6 Overlay sites

**ss 245(2), 246**

<b>Overlay site</b>	<b>Location</b>	<b>Description</b>	<b>Iwi with association</b>
Te Waikoropupū Springs Scenic Reserve	As shown on OTS–202–31	<i>Nelson Land District—Tasman District</i> 25.6963 hectares, more or less, being Parts Lot 1 DP 6769, Lot 1 DP 11091, Section 1 SO 13886, and Sections 301 and 302 Takaka District.	Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Heaphy Track (northern portion)	As shown on OTS–202–87	<i>Nelson Land District—Tasman District</i> Heaphy Track.	Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui
Farewell Spit Nature Reserve	As shown on OTS–202–32	<i>Nelson Land District—Tasman District</i> 11423.4662 hectares, approximately, being Parts Section 3 Block III, Part Section 4 and Section 5 Block VIII Onetaua Survey District, and Crown land Onetaua Survey District.	Ngāti Rārua, Ngāti Tama ki Te Tau Ihu, and Te Ātiawa o Te Waka-a-Māui

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
Claims Settlement Bill**

Schedule 6

<b>Overlay site</b>	<b>Location</b>	<b>Description</b>	<b>Iwi with association</b>
Wairau Bar and Wairau Lagoons (part of the Conservation Area—Wairau Diversion Mouth and part of the Wairau Lagoons Wetland Management Reserve)	As shown on OTS–202–94	<i>Marlborough Land District—Marlborough District</i> Part Section 4 SO 437606, Section 3 Block I and Section 3 Block II Clifford Bay Survey District, Sections 3, 4, 5, and 6 Wairau District, Lot 1 DP 6087, Sections 9, 10, and 21 Opawa District, Part Sections 11 and 22 Opawa District, Lot 1 DP 6162, and Sections 1 and 30 Block XVII Cloudy Bay Survey District.	Ngāti Rārua
Takapourewa / Takapourewa Nature Reserve	As shown on OTS–202–107	<i>Nelson Land District—Marlborough District</i> 150.3314 hectares, more or less, being Sections 1, 2, and 3 SO 15162.	Ngāti Kōata
Whakaterepanui / Wakaterepanui Island Recreation Reserve	As shown on OTS–202–34	<i>Nelson Land District—Marlborough District</i> 60.7028 hectares, more or less, being Whakaterepanui Island ML 8462.	Ngāti Kōata

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
Claims Settlement Bill**

Schedule 6

<b>Overlay site</b>	<b>Location</b>	<b>Description</b>	<b>Iwi with association</b>
French Pass Scenic Reserve	As shown on OTS-202-35	<i>Nelson Land District—Marlborough District</i> 13.9101 hectares, more or less, being Sections 9, 12, 13, and 14 Square 93.	Ngāti Kōata
Rangitoto ki te Tonga / D’Urville Island site	As shown on OTS-202-36	<i>Nelson Land District—Marlborough District</i> D’Urville Island Scenic Reserve: 5853.49 hectares, approximately, being Rangitoto 8B1, Part Lot 1 DP 3041, Sections 3 and 4 SO 428440, Parts Lot 2 DP 3893, Part Lot 1 DP 5231, Section 2 SO 436126, Lots 1 and 2 DP 5258, Parts Rangitoto 4A, Parts Section 12 Block VII D’Urville Survey District, Section 13 Block VIII D’Urville Survey District, Lot 1 DP 8133, Section 13 Block VII D’Urville Survey District, Rangitoto 6A, Part Rangitoto 5A, Part Rangitoto 5B3, Part Rangitoto 1B (but only the surface), and Part Rangitoto 3B2 (but only the surface).	Ngāti Kōata

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
Claims Settlement Bill**

Schedule 6

<b>Overlay site</b>	<b>Location</b>	<b>Description</b>	<b>Iwi with association</b>
		Local purpose (site for a public hall) reserve: 0.3530 hectares, more or less, being Part Lot 2 DP 3893. Government purpose reserve for esplanade purposes: 1.6780 hectares, more or less, being Lots 8 and 9 DP 321686. Whareatea Bay marginal strip: Crown land (under action) Block VIII D’Urville Survey District.	
East Head	As shown on OTS-202-37	<i>Marlborough Land Dis- trict—Marlbor- ough District</i> 60.7028 hectares, more or less, being Section 129 Block V Arapawa Survey District.	Te Ātiawa o Te Waka-a-Māui
The Brothers	As shown on OTS-202-38	<i>Marlborough Land Dis- trict—Marlbor- ough District</i> 12.0773 hectares, more or less, being Crown land Block XXII Gore Survey District SO 4903.	Te Ātiawa o Te Waka-a-Māui

## Schedule 7

ss 264, 306–308

### Cultural redress properties

#### Sites that vest in fee simple

Name of site	Description	Interests
Catherine Cove	<i>Nelson Land District—Marlborough District</i> 0.9590 hectares, more or less, being Sections 1 and 2 SO 428440 (excluding the subsoil held in computer freehold register NL3D/780). Part computer freehold register NL87/222 and part Proclamation 245.	
Whangarae Bay (Okiwi Bay)	<i>Nelson Land District—Marlborough District</i> 0.1110 hectares, more or less, being Section 1 SO 430484. Part <i>Gazette</i> 1977, p 2084.	Subject to the fencing covenant referred to in <b>section 266(3)</b> . Together with the easement for a right to convey water referred to in <b>section 266(5)</b> . Subject to the easement instrument (containing restrictive covenants) referred to in <b>section 266(7)</b> .
Glenhope (Kawatiri)	<i>Nelson Land District—Tasman District</i> 3.4090 hectares, more or less, being Sections 1 and 2 SO 427227. Part <i>Gazette</i> notices 197875.1 and 145403.	Together with the right of way easement referred to in <b>section 267(3)</b> .
Kawatiri Confluence	<i>Nelson Land District—Tasman District</i> 2.0000 hectares, more or less, being Section 1 SO 436671. Part <i>Gazette</i> notice 145403 and part <i>Gazette</i> 1974, p 2383.	

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
Claims Settlement Bill**

Schedule 7

<b>Name of site</b>	<b>Description</b>	<b>Interests</b>
Wairau Pā	<i>Marlborough Land District—Marlborough District</i> 1.7217 hectares, more or less, being Section 1 SO 429787.	
Rārangi (Ngāti Rārua)	<i>Marlborough Land District—Marlborough District</i> 0.2500 hectares, more or less, being Section 1 SO 426990. Part transfer 123115.	
Wainui urupā	<i>Nelson Land District—Tasman District</i> 0.4900 hectares, more or less, being Section 1 SO 463619.	
Tapu Bay (Kaiteriteri)	<i>Nelson Land District—Tasman District</i> 0.2000 hectares, more or less, being Section 1 SO 426800. Part computer interest register 497569.	
Umukuri Bay urupā (Arapaoa Island)	<i>Marlborough Land District—Marlborough District</i> 0.0964 hectares, more or less, being Section 1 SO 428470. Part <i>Gazette</i> notice 37281.	
Tapu Bay (Motueka)	<i>Nelson Land District—Tasman District</i> 0.1642 hectares, more or less, being Section 1 SO 463616. Part computer interest register 497569.  0.1600 hectares, more or less, being Section 2 SO 463616. Part computer interest register 497569.	Subject to the right of way easement referred to in <b>section 274(3)(a)</b> . Together with the right of way easements referred to in <b>section 274(3)(b) and (c)(i)</b> .  Subject to the right of way easement referred to in <b>section 274(3)(b)</b> . Together with the right of way easements referred to in <b>section 274(3)(a) and (c)</b> .

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
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Name of site	Description	Interests
	0.1700 hectares, more or less, being Section 3 SO 463616. Part computer interest register 497569.	Subject to the right of way easement referred to in <b>section 274(3)(c)</b> . Together with the right of way easements referred to in <b>section 274(3)(a) and (b)</b> .
Pūponga Farm, Cape House	<i>Nelson Land District—Tasman District</i> 4.9739 hectares, more or less, being Section 1 SO 426796 (excluding coal held in computer freehold register NL33/168). Part computer freehold register NL11B/741.	Subject to the easement for a right to convey water referred to in <b>section 275(3)</b> .
Pūponga Farm, Triangle Flat	<i>Nelson Land District—Tasman District</i> 0.2339 hectares, more or less, being Section 1 SO 426797. Part <i>Gazette</i> 1976, p 2417.	
Puketawai	<i>Nelson Land District—Tasman District</i> 11.8284 hectares, more or less, being Section 1 SO 426273. Part <i>Gazette</i> notice 236390.2, part computer freehold register 264531, and balance computer freehold register NL2B/246 (limited as to parcels).	Subject to covenant 6357240.1 under section 108(2)(d) of the Resource Management Act 1991 (which affects the land formerly Part Sections 53, 95, 96, and 97 Block X Kaiteriteri Survey District). Subject to a right of way easement created by conveyance 17D–23241 (which affects the land formerly Part Section 67 Motueka District). Subject to the pedestrian right of way easement in gross (if any) referred to in <b>section 277(5)</b> .



Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
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Name of site	Description	Interests
		Together with a waste pipeline easement created by transfer 75179 (which affects the land formerly Part Sections 53, 95, 96, and 97 Block X Kaiteriteri Survey District).

Sites that vest in fee simple subject to  
conservation covenants

Name of site	Description	Interests
Lucky Bay	<i>Nelson Land District—Marlborough District</i> 15.1500 hectares, more or less, being Section 1 SO 436126. Part computer freehold register NL134/63.	Subject to the conservation covenant referred to in <b>section 278(3)</b> .
Whangarae Estuary	<i>Nelson Land District—Marlborough District</i> 10.0900 hectares, more or less, being Section 2 SO 430484. Part <i>Gazette</i> 1977, p 2084.	Subject to the conservation covenant referred to in <b>section 279(3)</b> .
Wharf Road (Okiwi Bay)	<i>Nelson Land District—Marlborough District</i> 1.3500 hectares, more or less, being Section 1 SO 429448. Part <i>Gazette</i> 1914, p 3604.	Subject to the conservation covenant referred to in <b>section 280(3)</b> . Subject to an unregistered right of way easement with concession number PAC 10/04/185 (dated 25 March 2010) to F M and A G Ericson.

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
Claims Settlement Bill**

Schedule 7

<b>Name of site</b>	<b>Description</b>	<b>Interests</b>
Te Tai Tapu (Snake Creek)	<i>Nelson Land District—Tasman District</i> 10.0775 hectares, more or less, being Section 4 SO 426795. Part computer freehold register NL7B/167.	Subject to the right of way easement in gross referred to in <b>section 281(3)(a)</b> . Subject to the conservation covenant referred to in <b>section 281(3)(b)</b> . Together with a right of way easement created by transfer 193282.2. Together with a right of way easement created by transfer 20989.
Coombe Rocks	<i>Marlborough Land District—Marlborough District</i> 1.5782 hectares, more or less, being Sections 1 and 2 SO 429090.	Subject to the conservation covenant referred to in <b>section 282(3)</b> .
Hori Bay	<i>Nelson Land District—Nelson City</i> 112.0000 hectares, more or less, being Section 1 SO 427909. Part <i>Gazette</i> 1980, p 1793.	Subject to the right of way easement in gross referred to in <b>section 283(3)(a)</b> . Subject to the conservation covenant referred to in <b>section 283(3)(b)</b> . Together with right of way easements created by instrument K3184.
Pakawau Inlet	<i>Nelson Land District—Tasman District</i> 1.0830 hectares, more or less, being Section 1 SO 426799. Part <i>Gazette</i> 1894, p 374.	Subject to the conservation covenant referred to in <b>section 284(3)</b> .
Onauku Bay (Arapaoa Island)	<i>Marlborough Land District—Marlborough District</i> 2.2120 hectares, more or less, being Section 1 SO 431107. Part Nelson Provincial Gazette 1857, p 52.	Subject to the conservation covenant referred to in <b>section 285(3)</b> .

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
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<b>Name of site</b>	<b>Description</b>	<b>Interests</b>
Anatoia Islands	<i>Marlborough Land District—Marlborough District</i> 0.2157 hectares, more or less, being Sections 1, 2, 3, 4, 5, and 6 SO 426664.	Subject to the conservation covenant referred to in <b>section 286(3)</b> .
Te Tai Tapu (Anatōri South)	<i>Nelson Land District—Tasman District</i> 14.9999 hectares, more or less, being Section 1 SO 426795. Part computer freehold register NL7B/167.	Subject to the conservation covenant referred to in <b>section 287(3)</b> . Together with a right of way easement created by transfer 193282.2. Together with a right of way easement created by transfer 20989.
Te Tai Tapu (Anatōri North)	<i>Nelson Land District—Tasman District</i> 4.4394 hectares, more or less, being Section 3 SO 426795. Part computer freehold register NL7B/167.	Subject to the conservation covenant referred to in <b>section 288(3)</b> . Together with a right of way easement created by transfer 193282.2. Together with a right of way easement created by transfer 20989.

**Sites that vest in fee simple to be  
administered as reserves**

<b>Name of site</b>	<b>Description</b>	<b>Interests</b>
Moukirikiri Island	<i>Nelson Land District—Marlborough District</i> 0.7360 hectares, more or less, being Section 1 SO 446888. Part <i>Gazette</i> 1980, p 629.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.
Pah Point (Whanganui Inlet)	<i>Nelson Land District—Tasman District</i> 1.0000 hectare, more or less, being Section 1 SO 460588. Part computer freehold register NL7B/167.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977. Together with a right of way easement created by transfer 193282.2. Together with a right of way easement created by transfer 20989.

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
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<b>Name of site</b>	<b>Description</b>	<b>Interests</b>
Waikutakuta / Robin Hood Bay	<i>Marlborough Land District—Marlborough District</i> 0.0800 hectares, more or less, being Section 3 SO 428338. Part computer freehold register MB2D/634.	Recreation reserve subject to section 17 of the Reserves Act 1977.
Tākaka River Mouth	<i>Nelson Land District—Tasman District</i> 3.7495 hectares, more or less, being Sections 1, 2, and 3 SO 463617. Part computer freehold register NL9C/1308.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.
Parapara Peninsula	<i>Nelson Land District—Tasman District</i> 11.2570 hectares, more or less, being Section 1 SO 460738. All transfer 250684.1.	Historic reserve subject to section 18 of the Reserves Act 1977. Together with a pipeline and water easement specified in easement certificate 159309.1 (which affects Lot 1 DP 8871). Subject to a right of way easement specified in easement certificate 162410.1 (surrendered over part in favour of Lot 1 DP 16719 by transfer 339753.2, and subject to (now) section 243(a) of the Resource Management Act 1991).
Momorangi Point	<i>Marlborough Land District—Marlborough District</i> 0.2026 hectares, more or less, being Section 1 SO 429183. Part <i>Gazette</i> notice 69676.	Recreation reserve subject to section 17 of the Reserves Act 1977. Subject to the easements for a right to convey water referred to in <b>section 294(5)</b> .
Wedge Point	<i>Marlborough Land District—Marlborough District</i> 2.0300 hectares, more or less, being Section 1 SO 426669. Part <i>Gazette</i> 1927, p 2527.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
Claims Settlement Bill**

Schedule 7

<b>Name of site</b>	<b>Description</b>	<b>Interests</b>
Ngākuta Point	<i>Marlborough Land District—Marlborough District</i> 2.3269 hectares, more or less, being Section 12 Block XI Linkwater Survey District. All <i>Gazette</i> 1912, p 704.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.
Ngaruru (Arapaoa Island)	<i>Marlborough Land District—Marlborough District</i> 4.2503 hectares, more or less, being Sections 1 and 3 SO 428534. Part <i>Gazette</i> notice 95422. 0.5783 hectares, more or less, being Section 2 SO 428534. Part <i>Gazette</i> notice 95422.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977 (which affects Sections 1 and 3 SO 428534). Subject to the conservation covenant referred to in <b>section 297(5)</b> (which affects Section 2 SO 428534).
Arapawa Māori Rowing Club site	<i>Marlborough Land District—Marlborough District</i> 0.0228 hectares, more or less, being Sections 1 and 2 SO 426964. Part <i>Gazette</i> notice 90101 and all <i>Gazette</i> 2012, p 3494.	Recreation reserve subject to section 17 of the Reserves Act 1977.
Katoa Point	<i>Marlborough Land District—Marlborough District</i> 92.2119 hectares, more or less, being Sections 1, 2, 3, and 4 SO 447705. Part <i>Gazette</i> notice 123314.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977. Subject to an unregistered easement in gross for a right to convey underground electricity and phone cabling in favour of Marlborough Lines Limited with concession number PAC 10/04/146.
Moioio Island	<i>Marlborough Land District—Marlborough District</i> 0.7960 hectares, more or less, being Section 1 SO 446852. Part Proclamation 330.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977.

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
Claims Settlement Bill**

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<b>Name of site</b>	<b>Description</b>	<b>Interests</b>
Pūponga Point Pā site	<i>Nelson Land District—Tasman District</i> 14.8600 hectares, more or less, being Section 1 SO 426798. Part <i>Gazette</i> 1976, p 2417.	Historic reserve subject to section 18 of the Reserves Act 1977. Subject to an unregistered guiding concession with concession number NM-30464-GUI to J Richards. Subject to an unregistered guiding concession with concession number NM-28415-GUI to M Cook. Subject to an unregistered guiding concession with concession number NM-28416-GUI to the trustees of the Ngāti Rarua Ātiawa Iwi Trust. Subject to an unregistered guiding concession with concession number CA-22579-GUI to Sidetracks Limited. Subject to an unregistered guiding concession with concession number CA-28151-GUI to South Island Discovery Limited.
Mātangi Āwhio (Nelson)	<i>Nelson Land District—Nelson City</i> 0.2061 hectares, more or less, being Section 1212 City of Nelson. All <i>Gazette</i> 1952, p 1290.	Recreation reserve subject to section 17 of the Reserves Act 1977.
Pukatea / Whites Bay	<i>Marlborough Land District—Marlborough District</i> 1.3160 hectares, more or less, being Section 1 SO 429266. Part <i>Gazette</i> notice 30056 and part <i>Gazette</i> notice 54787.	Recreation reserve subject to section 17 of the Reserves Act 1977.

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
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Name of site	Description	Interests
Horahora-kākahu	<i>Marlborough Land District—Marlborough District</i> 2.3470 hectares, more or less, being Section 1 SO 447529. All <i>Gazette</i> 1913, p 2821.	Historic reserve subject to section 18 of the Reserves Act 1977.
Tokomaru / Mount Robertson	<i>Marlborough Land District—Marlborough District</i> 49.6000 hectares, more or less, being Section 1 SO 426595. Part <i>Gazette</i> notice 135293.	Scenic reserve subject to section 19(1)(a) of the Reserves Act 1977. Subject to the right of way easement in gross referred to in <b>section 305(7)</b> . Subject to an unregistered telecommunications licence and easement with concession number NM-27041-TEL (dated 5 May 2010) to Airways Corporation of New Zealand Limited.

**Schedule 8**      **ss 322, 326(8), 327(6)**  
**Properties for delayed vesting or vesting  
and gifting back**

<b>Name of site</b>	<b>Description</b>
French Pass School and teachers' residence	<i>Nelson Land District—Marlborough District</i> 0.1218 hectares, more or less, being Lot 1 DP 458654. All computer freehold register 603240. 0.0997 hectares, more or less, being Part Section 3 Square 93. All computer freehold register 603244.
Kaka Point	<i>Nelson Land District—Tasman District</i> 2.0209 hectares, more or less, being Part Section 16 Square 9 and Lot 1 DP 3286. As shown on OTS-202-10.
Te Tai Tapu	<i>Nelson Land District—Tasman District</i> 28,600 hectares, approximately, being Lot 1 DP 11694, Section 5 SO 426795, and Sections 2, 4, and 6 and Parts Section 1 Square 17. As shown on SO 433299.

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## Schedule 9

ss 393, 399(3)

### Notices in relation to RFR land

#### 1 Requirements for giving notice

A notice by or to an RFR landowner, or the trustees of an offer trust or recipient trust, under **subpart 4 of Part 6** must be— 5

- (a) in writing and signed by—
  - (i) the person giving it; or
  - (ii) at least 2 of the trustees of the trust, or the 1 trustee of the trust if it has only 1 trustee, for a notice given by the trustees; and 10
- (b) addressed to the recipient at the street address, postal address, or fax number—
  - (i) specified for the trustees in accordance with the relevant deed of settlement, for a notice to the trustees; or 15
  - (ii) specified by the RFR landowner in an offer made under **section 372**, specified in a later notice given to the trustees, or identified by the trustees as the current address or fax number of the RFR landowner, for a notice by the trustees to an RFR landowner; or 20
  - (iii) of the national office of LINZ, for a notice given to the chief executive of LINZ under **section 389 or 392**; and
- (c) given by— 25
  - (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.

#### 2 Time when notice received 30

- (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.
- (2) However, a notice is to be treated as having been received on 35 the next working day if, under **subclause (1)**, it would be treated as having been received—

**Ngāti Kōata, Ngāti Rārua, Ngāti Tama ki Te  
Tau Ihu, and Te Ātiawa o Te Waka-a-Māui  
Claims Settlement Bill**

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- (a) after 5 pm on a working day; or
- (b) on a day that is not a working day.

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**Legislative history**

19 February 2014

Divided from Te Tau Ihu Claims Settlement Bill  
(Bill 123–2) by Clerk of the House as Bill 123–3B

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