

NGĀTI TŪRANGITUKUA CLAIMS SETTLEMENT BILL

EXPLANATORY NOTE

GENERAL POLICY STATEMENT

INTRODUCTION

Purpose of Bill

This Bill—

- Records the apology given by the Crown to Ngāti Tūrangitukua in the deed of settlement executed on 26 September 1998 by the Crown and Ngāti Tūrangitukua.
- Gives effect to the deed of settlement in which the Crown and Ngāti Tūrangitukua agree to a final settlement of all Ngāti Tūrangitukua's historical claims arising between February 1964 and September 1992 relating to land, water, minerals, forests, and other natural and physical resources in the Ngāti Tūrangitukua claim area.

Scope of settlement

The deed of settlement resolves those historical Treaty claims of Ngāti Tūrangitukua, a hapū of Ngāti Tūwharetoa, arising between February 1964 and September 1992. The settlement excludes any Ngāti Tūrangitukua claims relating to land outside the boundary of Turangi Township (as defined in S.O. 0000), where those claims are shared by other hapū of Ngāti Tūwharetoa.

BACKGROUND

Construction of Turangi Township

In 1964, the Crown acquired land from Ngāti Tūrangitukua to construct the township of Turangi to be a service centre for the Tongariro power scheme. The way in which the land was acquired, and the construction of the township itself, led to claims by Ngāti Tūrangitukua that the Crown breached the principles of the Treaty of Waitangi.

Waitangi Tribunal claim lodged

On 25 December 1989 the Ngāti Tūrangitukua claim (known as Wai 84) was lodged with the Waitangi Tribunal and was heard under urgency between April and October 1994. In September 1995 the Tribunal released its report.

The Waitangi Tribunal found substantially in Ngāti Tūrangitukua's favour. It stated that, as a result of the Crown's breaches of the Treaty of Waitangi, Ngāti

Tūrāngitukua lost most of their ancestral land; their social and economic base was seriously eroded; and this caused spiritual, cultural, and economic harm to them.

Following the release of the Waitangi Tribunal's report, the Crown and Ngāti Tūrāngitukua entered into negotiations to seek resolution of Ngāti Tūrāngitukua's grievances. However, in June 1996 these negotiations broke down.

Remedies hearing

In July 1997, at the Hirangi Marae, the Waitangi Tribunal began a remedies hearing to identify with more specificity the contents of any settlement package for the claim, including the resumption of properties subject to section 27B of the State-Owned Enterprises Act 1986.

The Waitangi Tribunal's Remedies Hearing Report was released on 6 July 1998. The Tribunal made interim binding orders that 15 commercial properties, in both Crown and private ownership with section 27B memorials attached to their titles, be returned to Ngāti Tūrāngitukua. This was the first occasion on which the Tribunal had made such orders under that Act.

Following the release of the Remedies Hearing Report, the Crown and Ngāti Tūrāngitukua had 90 days to achieve a negotiated settlement or the interim orders would become binding.

Deed of settlement

On 26 September 1998 the Crown and Ngāti Tūrāngitukua entered into a deed of settlement pursuant to which the Crown agreed to provide certain redress to effect a final settlement of all Ngāti Tūrāngitukua's Treaty claims relating to the development and construction of Turangi Township and its after effects. As a result of the negotiated settlement, the Crown and Ngāti Tūrāngitukua made a joint submission to the Waitangi Tribunal seeking cancellation of the interim orders except in relation to 1 property of particular cultural importance, Tūrāngitukua House.

KEY ELEMENTS OF SETTLEMENT PACKAGE

The following summary sets out the key elements of the settlement package. Not all aspects of the package require legislation to implement them and some aspects are implemented by legislation other than this Bill.

Apology by the Crown

The deed of settlement contains a formal apology from the Crown to Ngāti Tūrāngitukua for the Crown's breaches of the principles of the Treaty of Waitangi. The apology recognises the validity of Ngāti Tūrāngitukua's claims, and that the Crown failed to act towards Ngāti Tūrāngitukua in a manner consistent with the Treaty of Waitangi.

The apology appears in *Part 1* of the Bill.

Economic Redress

The following summarises the economic redress to be provided to Ngāti Tūrāngitukua.

The Crown has agreed to pay Ngāti Tūrāngitukua \$5 million, made up of Crown property and cash, plus the gifting of the culturally significant property, Tūrāngitukua House.

Transfer of certain commercial properties

Section 4 of the deed of settlement provides for the transfer to Ngāti Tūrāngitukua of certain commercial properties located in Turangi Township. These are the Turangi Police Station, the Department of Conservation headquarters in Turangi, and 2 other Department of Conservation properties, undeveloped land owned by Landcorp, and the land under the Tongariro High

School. The Turangi Police Station, the Department of Conservation headquarters, and the Tongariro High School land will be leased back to the Crown.

The terms of transfer and a process for valuing the properties have been agreed between the Crown and Ngāti Tūrangitukua, but are not provided for in the Bill because this is not required to give effect to the agreement between the parties. However, *Part 4* of the Bill provides for certain general matters required to facilitate the transfer and vesting of these and other commercial settlement properties.

Right of first refusal

Section 5 of the deed of settlement provides for a right of first refusal to Ngāti Tūrangitukua over specific properties owned by the Crown, Electricity Corporation of New Zealand, New Zealand Post, and Housing New Zealand. These rights are contractual only and do not require legislation to implement them.

Conservation and cultural redress

The deed of settlement contains a number of elements which can be categorised as “cultural” redress. The following summarises the cultural redress made to Ngāti Tūrangitukua:

- A protocol will be issued by the Minister of Conservation which will provide for Ngāti Tūrangitukua’s input into conservation management within its rohe. The protocol will be enforceable against the Crown by the Tūrangitukua Nominees Limited.
- Title to several reserves in, or in the environs of, Turangi vested in or owned by the Taupo District Council will vest in Ngāti Tūrangitukua Charitable Trust, but with management and control retained by the Taupo District Council, and public access and enjoyment protected.
- The Department of Conservation’s Admiral Reserve will be renamed Waikari Recreation Reserve.
- The chief executive of Land Information New Zealand has issued a protocol setting out a process for consulting Ngāti Tūrangitukua to assist in identifying former owners of properties in Turangi that are subject to section 40 or section 41 of the Public Works Act 1981.
- The Taupo District Council has given a non-binding undertaking to consult Ngāti Tūrangitukua on ways to identify and preserve wāhi tapu sites.
- Environment Waikato has given a non-binding undertaking to investigate Ngāti Tūrangitukua’s concerns about water quality, and to facilitate a kaitiaki group to monitor and maintain water quality of the waterways around Turangi.
- The Ministry for the Environment will monitor the performance of Environment Waikato and the Taupo District Council both generally, and in relation to the commitments they have given to Ngāti Tūrangitukua.

For the first 3 listed items of redress, legislation is required to implement them. The remainder of the listed items of redress are matters of agreement between the parties involved and do not require legislation.

Details of the Department of Conservation protocol are set out in *Part 5* of the Bill, and details of the reserves are set out in *Part 6* of the Bill.

Removal of courts' jurisdiction and resumptive memorials

Ngāti Tūrangitukua agreed to the removal of the jurisdiction of the courts and the Waitangi Tribunal to look into the settled claims, and to the removal of all resumptive memorials on State-enterprise land and private land within the boundary of Turangi Township. These aspects of the settlement are set out in *Part 3* of the Bill.

Ancillary claims

During the course of the 1994 Waitangi Tribunal hearings, a number of ancillary claims (of a contemporary nature) affecting individual Ngāti Tūrangitukua people, or sites, emerged. These ancillary claims involved contractual matters rather than historical Treaty breaches. These ancillary claims relate to the failure of particular government bodies to fulfil their contractual obligations during, and after, the construction of the Tongariro Power Development Scheme and Turangi Township. The ancillary claims include matters such as blocked drains and flooded lands.

Because the ancillary claims were numerous (83) and specific to individual families or sites, and involved contractual rather than historical Treaty breaches, the Waitangi Tribunal separated them from the historical claim and heard little evidence on them.

Prior to the settlement, the relevant government agencies were responsible for facilitating solutions to the particular claims that fell within their area of responsibility. Under this process, many of the ancillary claims have been resolved.

As part of the settlement package, the Crown and Ngāti Tūrangitukua agreed to negotiate in good faith towards the creation of a legally enforceable process for the resolution of the remaining ancillary claims.

On 21 December 1998, the Crown and the ancillary claimants entered into an ancillary claims deed which sets out an agreed and legally enforceable process for the resolution of these claims. *Clauses 9 and 10* of the Bill make it clear that the jurisdiction of the courts and the Waitangi Tribunal is removed in respect of the Ngāti Tūrangitukua ancillary claims, except in relation to the interpretation and implementation of the process set out in the ancillary claims deed.

CLAUSE BY CLAUSE ANALYSIS

Clause 1 relates to the Short Title and commencement of the Bill. The Bill comes into force on the day after the date on which it receives the Royal assent.

Clause 2 provides that the Bill binds the Crown.

PART 1

APOLOGY BY THE CROWN TO NGĀTI TŪRANGITUKUA

Clause 3 provides that this Part records the apology given by the Crown to Ngāti Tūrangitukua in the deed of settlement.

Clause 4 sets out the text of the apology in Māori.

Clause 5 sets out the text of the apology in English.

PART 2

INTERPRETATION

Clause 6 records that it is the intention of Parliament that the provisions of the Bill are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

Clause 7 defines terms used in the Bill.

Clause 8 defines the term “Ngāti Tūrangitukua claims”.

PART 3

SETTLEMENT OF CLAIMS

Clause 9 provides that the settlement of the Ngāti Tūrangitukua claims is final. It provides that no court or tribunal has jurisdiction to inquire into the claims covered by the deed of settlement, the ancillary claims deed, and this Bill. This does not exclude the jurisdiction of a court or tribunal in respect of the interpretation or implementation of the deed of settlement, the ancillary claims deed, or the Bill.

Clause 10 amends the Treaty of Waitangi Act 1975 so that the Waitangi Tribunal no longer has jurisdiction to consider claims covered by the deed of settlement or the ancillary claims deed. This does not exclude the jurisdiction of a court or tribunal in respect of the interpretation or implementation of the deed of settlement, the ancillary claims deed, or the Bill.

Clause 11 provides that certain enactments relating to resumptive memorials on land in the Turangi Township will no longer apply to that land.

Clause 12 provides for the removal of existing memorials from certificates of title for land in the Turangi Township.

Clause 13 provides that the deed of settlement is for the benefit of Ngāti Tūrangitukua collectively, and not for the benefit of any individual or single whānau.

Clause 14 disapplies the common law rule against perpetuities and any relevant provisions of the Perpetuities Act 1964 with respect to any document entered into to give effect to the deed of settlement.

PART 4

TRANSFER OF SETTLEMENT PROPERTIES

Clause 15 provides the Crown with powers required to transfer settlement properties to the Ngāti Tūrangitukua Charitable Trust or its nominee.

Clause 16 provides for the Registrar-General of Land to issue certificates of title for settlement properties for which no certificate of title has been issued under the Land Transfer Act 1952.

PART 5

DEPARTMENT OF CONSERVATION PROTOCOL

Clause 17 defines the term “protocol”.

Clause 18 empowers the Minister of Conservation to issue, amend, and cancel a protocol, and for that protocol to be notified in the *Gazette*.

Clause 19 provides that the protocol is issued and amended subject to, and without restriction upon, the obligations of the Minister of Conservation and the Department of Conservation to discharge their functions, powers, and duties in accordance with existing law and government policy.

Clause 20 requires the protocol to be noted on conservation management strategies and plans and national park management plans.

Clause 21 provides that the Minister of Conservation must comply with the protocol while it is in force. The Tūrangitukua Nominees Limited may enforce the

protocol by way of public law action against the Minister of Conservation, but damages are not available as a remedy.

Clause 22 provides that, except as expressly provides in *clauses 19 to 21*, or in the protocol, the protocol does not grant, create, or provide evidence of an estate, interest, or right of any kind relating to land.

PART 6 RESERVES

Clause 23 provides that the revocation and vesting of reserves takes effect on the settlement date.

Clause 24 declares certain land to be a reserve and then revokes the reservations of the Kutai Street reserves and vests the fee simple estates in the Ngāti Tūrangitukua Charitable Trust.

Clause 25 revokes the reservations of the Crown reserves and vests the fee simple estates in the Ngāti Tūrangitukua Charitable Trust.

Clause 26 declares certain land to be reserves, and then revokes the reservations of the council reserves and vests the fee simple estates in the Ngāti Tūrangitukua Charitable Trust.

Clause 27 provides for the management of the Crown reserves and council reserves by the Taupo District Council according to the reserve classification or for the purpose of waterworks where that purpose is specified for a reserve.

Clause 28 exempts a Crown reserve or a council reserve from rates so long as the reserve is controlled and managed for the classification or other specified purpose.

Clause 29 requires the Registrar-General of Land to note on the certificate of title for a Crown reserve or a council reserve that the land is subject to *clauses 28 to 31* of this Bill.

Clause 30 provides for the structures and improvements on the Crown reserves and council reserves to be retained by the person who owned the assets as at 28 September 1998. Rights of access for the Council and the owners of the assets are protected.

Clause 31 protects rights of public access subject to any lawful regulation of that access by the Council.

Clause 32 provides a mechanism for registering on the certificate of title the vesting of settlement properties in the Ngāti Tūrangitukua Charitable Trust. Where no certificate of title exists for a property the Registrar-General of Land must issue a certificate of title. Certificates of title are to be issued no later than 1 year after the date of vesting the reserve in the Ngāti Tūrangitukua Charitable Trust or such later date as may be agreed in writing by the Ngāti Tūrangitukua Charitable Trust and the Crown.

Clause 33 excludes certain provisions of the Reserves Act 1977 and the Resource Management Act 1991 from application to the vesting of the Crown reserves and the council reserves.

Clause 34 provides that, except as expressly provided, the Bill does not of itself require encumbrances which are not registrable under the Land Transfer Act 1952 on Crown reserves or council reserves to be registered on certificates of title.

Clause 35 provides for the certificate provided to the Registrar-General of Land by the chief executive of Land Information New Zealand or the Chief Surveyor for the district concerned to include any registrable or notable encumbrances to be registered against any Crown reserve or council reserve.

Clause 36 provides that the terms on which a reserve is vested in Ngāti Tūrangitukua will bind any successors in title to the property.

Clause 37 changes the name and classification of the Admirals Scenic Reserve to the Waikari Recreation Reserve and names 2 other recreation reserves as the Waikari Recreation Reserve.

SCHEDULES

Schedule 1 contains the text of the Treaty of Waitangi in Māori and English.

Schedule 2 is a copy of attachment 7.4 of the deed of settlement which sets out the restrictions, terms, and conditions in which the Taupo District Council is to manage and control Crown reserves and council reserves.

Schedule 3 contains the legal descriptions of the Kutai Street reserves, Crown reserves, and council reserves.

Rt Hon Sir Douglas Graham

NGĀTI TŪRANGITUKUA CLAIMS SETTLEMENT

ANALYSIS

- Title
Preamble
1. Short Title and commencement
2. Act to bind the Crown

PART 1

APOLOGY BY THE CROWN TO NGĀTI TŪRANGITUKUA

3. Apology
4. Text in Māori
5. Text in English

PART 2

INTERPRETATION

6. Interpretation of Act generally
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PART 3

SETTLEMENT OF CLAIMS

9. Settlement of Ngāti Tūrangitukua claims to be final
10. Jurisdiction of Tribunal to consider claims
11. Enactments relating to resumptive memorials on land subject to Ngāti Tūrangitukua claims no longer to apply
12. Removal of resumptive memorials
13. Settlement for benefit of Ngāti Tūrangitukua collectively
14. Rule against perpetuities not to apply

PART 4

TRANSFER OF SETTLEMENT PROPERTIES

15. Transfer of settlement properties
16. Issue of certificates of title

PART 5

DEPARTMENT OF CONSERVATION PROTOCOL

17. Interpretation

18. Authority to issue, amend, or cancel protocol
19. Protocol subject to Crown obligations
20. Noting of protocol
21. Enforceability of protocol
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PART 6

RESERVES

23. Effective date of matters set out in this Part
24. Kutai Street reserves
25. Crown reserves
26. Council reserves
27. Management of Crown reserves and council reserves
28. Exemption from rates
29. Certificate of title for Crown reserves and council reserves
30. Structures and improvements on reserves
31. Public access rights
32. Issue of title to reserves
33. Exclusions
34. Encumbrances
35. Certification of registerable interests
36. Successors bound
37. Change of name of reserve

SCHEDULES

Schedule 1

The Treaty of Waitangi

Schedule 2

Attachment 7.4 of Deed of Settlement

Schedule 3

Kutai Street Reserves

A BILL INTITULED

An Act—

- (a) To record the apology given by the Crown to Ngāti Tūrangitukua in the deed of settlement executed on 26 September 1998 by the Minister in Charge of Treaty of Waitangi Negotiations, the Right Honourable Sir Douglas Arthur Montrose Graham, for the Crown, and Ngāti Tūrangitukua; and 5
- (b) To give effect to certain provisions of that deed of settlement, being a deed that settles the Ngāti Tūrangitukua claims 10

HE KŌRERO TĀHUHU

- A. E mau ake nei te Rārangi Tāpiri Tuatahi mō tēnei ture, e whakaupoko ana i roto i te reo Māori me te reo Pākehā i ngā tikanga o Te Tiriti o Waitangi. 15
- B. Ko Ngāti Tūrangitukua he hapū nō te iwi o Ngāti Tūwharetoa, ā, i heke mai i tō rātou tipuna i a Tūrangitukua. Ko rātou te tangata whenua o te wāhi e tū nei te Tāone o Tūrangi, ā, nō rātou hoki te mana whenua mai rā anō ā mohoa nei. 20

Whakatakotohia ana e te Karauna tana Kaupapa Whanake Hiko i Tongariro

- C. I te tekau tau i muri mai i te tau 1950, hei whakaea noa i te hiahia o muri mai i te Pakanga Tuarua o te Ao kia wawe tonu te whakawhānuitia o ngā rawa pūngao kia taea ai te whakatutuki te whakaahumahitanga o Aotearoa e hōrapa haere ana i taua wā rā, ka whakatakotohia e te Karauna tana kaupapa Whanake Hiko i Tongariro (“WHT”). E tutuki pai ai te WHT me nui tonu ngā kaimahi me te wāhi whakanoho i aua kaimahi ā tutuki noa te kaupapa. 25 30
- D. E whā ngā wahi i whakaarotia ake hei tūnga mō te tāone e noho ai ngā kaimahi, arā, ko Rotoaira, ko Rangipō, ko Tūrangai-ki-te-uru me Tūrangi-ki-te-rāwhiti. I whakaarotia ake anō kia whakatūria he tāone taupua ki Rotoaira me Rangipō. Heoi anō ko tā te Karauna i pai kē ai ko te whakatū tāone pūmau kia puta anō ai he hua i tāna i whakapau ai kia tū ai taua tāone. Ko ngā wahi i whakaarotia ake hei tūnga mō te tāone pūmau ko Tūrangi-ki-te-uru, e tū tata rā ki te tāone o Tūrangi o ēnei rā nei, ā, nō Ngāti Tūrangitukua nei taua whenua, tae atu hoki ki te whenua o te Karauna i Tūrangi-ki-te-rāwhiti. 35 40

E. Ko te hua e ahu mai ana i te Moana o Taupō i te hunga haere mai ki te torotoro, ki te mātakitaki hoki i te mōhiotia tae atu ki ngā hua ā-pūtea ka puta inā whakatūria he tāone pūmau mēnā rā ki te kitea he whenua kāore i te herea e te rīhi. I whakaarotia ake anō ngā ara e māmā ai te tae atu o te tangata ki taua tāone, te āhua o ngā rangi, me te rawaka anō o te whenua kia taea ai tētahi tāone te whakatū, me te whakanui atu ā tōna wā. Ko tā te Karauna i pai ai ko te whenua i Tūrangi-ki-te-uru. I te marama o Hui-tanguru i te tau 1964 ka tīmata te Karauna i tāna mahi, arā, te riro atu o ngā whenua āhua nui tonu o Ngāti Tūrangitukua kāore nei i te herea e te rīhi (i a ia). Kāore i whakaarotia ake e te Karauna ngā āhuatanga kikino ka pā ki a Ngāti Tūrangitukua i te rironga kau noa o ō rātou whenua.

15 *Ka hui te Karauna ki a Ngāti Tūrangitukua*

F. I mua atu i tēnei i hui te Karauna ki ētahi o ngā mema o Te Poari Kaitiaki Māori o Tūwharetoa me ētahi o te iwi o Ngāti Tūrangitukua ki te whakamārama i te āhua o te WHT ki a rātou me te riro anō pea i a rātou o ētahi o ngā whenua o Ngāti Tūrangitukua i Tūrangi-ki-te-uru. I te marama o Mahuru i te tau 1964 ko te hui tuatahi a te Karauna ki te katoa o Ngāti Tūrangitukua ki te whiriwhiri i te whānui o te kaupapa e pā ana ki te WHT me te nui o te whenua e hiahiatia ana hei whakatū i te tāone. I taua hui rā i whakaae a Ngāti Tūrangitukua, hei tōna wā anō nei āta whakamanatia ai, kia whakatūria te tāone ki runga i ngā whenua o Ngāti Tūrangitukua. Heoi anō i a Ngāti Tūrangitukua e whakaae atu rā i te whakapono rātou ki ngā kupu taurangi atu a te Karauna mō te āhua o te riro atu o te whenua hei tūnga mō te tāone.

30 *Ka tīmata ngā mahi*

G. I muri tonu mai o taua hui o Mahuru rā ka tīmata ngā mahi e pā ana ki te WHT tae atu hoki ki te whakatūnga o te tāone. Inā kē noa atu te nui o te kaimahi i tau mai. Riro ana mā tēnei āhua e whakapōrearea te noho māori a Ngāti Tūrangitukua, ā, takahia ana te mana o ngā kaumātua o Ngāti Tūrangitukua e te Manatū Mahi. Haere ana ngā mahi a te Karauna, arā, te tango whenua, te whakatū hoki i te tāone; aro koretia ake ana ngā pānga mai o ēnei mahi ki a Ngāti Tūrangitukua me ngā kupu taurangi i puta i a ia, i te Karauna. Nui kē noa ake te whenua i riro i tērā i whakaritea i te tīmatanga, ā, i tohe te Karauna kia kaua aua whenua katoa e herea e te rīhi ahakoa āna kōrero o mua atu ko te

wāhanga ahumahi o te tāone ka noho tonu hei whenua rīhi. Ukuukutia ana ngā wāhi tapu e te Karauna, ā, korekore ana i paku taea te aha e Ngāti Tūrangitukua, ngā kaitiaki o aua wāhi rā.

Hoko ana te Karauna i ngā rawa

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- H. Nō te tutukitanga o te kaupapa i ngā tau whakapaunga o te tekau tau atu i 1970 ka tūmata te Manatū Mahi me ētahi atu tari Kāwanatanga ki te hokohoko i ngā rawa o roto mai i te tāone o Tūrangi. Tae rawa mai ki tēnei whakatatūtanga i te take nei kāore a Ngāti Tūrangitukua me ōna whānau i whai wāhi atu ki te rironga mai anō o ō rātou whenua tīpuna. 10

Te tonono i raro i te Ture Tiriti o Waitangi, 1975

- I. Ko te tonono a Ngāti Tūrangitukua, i rēhitatia nei ki te Taraipiunaro o Waitangi i te tau 1989 i raro i te tau Wai 84, kia takoto he utu mō ngā mahi kino i noho nei ko rātou te papa. Wawe tonu ana te whakahaeretia o te take i waenganui i ngā marama o Paenga-whāwhā me Whiringa-ā-nuku o te tau 1984, ā, i puta te Pūrongo a te Taraipiunara i te marama o Mahuru o te tau 1995. 15

Ngā whakataunga a te Taraipiunara o Waitangi

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- J. I whakatau te Taraipiunara he nui tonu ngā takatakahitanga a te Karauna i ngā mātāpono o te Tiriti o Waitangi—
- (i) I riro i te Karauna tētahi whenua Māori i Tūrangi-ki-te-uru i te wā he whenua tonu tō te Karauna i Tūrangi-ki-te-rāwhiti: 25
- (ii) Kāore i rawaka ngā huihuinga a te Karauna ki a Ngāti Tūrangitukua mō te āhua ki te whakatūnga o te tāone:
- (iii) Ko te whenua i riro hei tūnga mō te tāone i neke atu te nui i tērā i oatitia e te Karauna ka riro i a ia: 30
- (iv) Ko te whenua i whakaae te Karauna ka rihitia mōngā āhuatanga ahumahi, ā, ka whakahokia mai ki te iwi i te ekenga o te 10–12 tau i āta tangohia kēhia atu, kore rawa nei i whakahokia mai:
- (v) Ukuukutia ana, tūkinotia ana ngā wāhi tapu i te wā i whakatūria ai te tāone: 35
- (vi) Kāore i rawaka te utu mō ngā whenua i riro:
- (vii) Kore rawa atu te Karauna i aro ake ki te taha tiaki i te taiao:
- (viii) Kāore i kauanuanutia e te Karauna te mana tangata whenua o Ngāti Tūrangitukua: 40

- (ix) Ko ngā whakarite o roto i te Ture Mahi Tūmatanui 1928 me te Ture Tāone o Tūrangi 1964, i waiho nei e te Karauna hei tautoko i tā rātou urutomo, tango kau noa i te whenua o Ngāti Tūrangitukua kei te noho taupatupatu ki te Ture II o te Tiriti e kī rā e āhei ana te Māori ki te pupuri i ōna whenua ā eke noa ki te wā e hiahia ai ia ki te hoko.
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- K. Ko te whakatau a te Taraipiunara nā ngā mahi takatakahi a te Karauna i ngā mātāpono o te Tiriti he nui tonu ngā whenua tipuna o Ngāti Tūrangitukua i ngaro atu. Noho ana ko te tūāpapa ohaoha, iwi anō hoki hei papa mō tēnei mahi, ā, me te aha anō mate ana ko te taha wairua, taha tikanga, taha ohaoha o Ngāti Tūrangitukua.
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Te whakahaerenga o te take kimi rongoā

- 15 L. Nō muri i te putanga o te pūrongo a te Taraipiunara ka noho te Karauna rāua ko Ngāti Tūrangitukua ki te whiriwhiri, ki te kimi rongoā anō hoki mō ngā mate i pā ki a Ngāti Tūrangitukua.
- 20 M. Ko ngā whiriwhiritanga i waenganui i te Karauna me Ngāti Tūrangitukua i mutu noa iho ki te takiwā i te marama o Pipiri i te tau 1996. I te marama o Hōngongoi i te tau 1996, i whakaaetia a Ngāti Tūrangitukua kia whakahaeretia tana take kimi rongoā ki mua i te aroaro o te Taraipiunara o Waitangi kia āta whakatauhia ai me tino aha ngā
- 25 āhuatanga whakatatū mō roto o Wai 84, tae atu ki te whakahokinga mai o ngā whenua me ngā whakapainga i aua whenua i runga anō i tā te Tekiona 27B te Ture Hinonga Kāwanatanga i kī ai. Ko te whakahaeretanga o tēnei take i tū ki te marae o Hirangi i te marama o
- 30 Hōngongoi o te tau 1997.

Ngā whiriwhiritanga i waenganui i a Ngāti Tūrangitukua me te Karauna

- 35 N. Nō muri mai i te putanga o te pūrongo a te Taraipiunara o Waitangi e kīia nei ko Te Pūrongo Kimi Rongoā e Pā Ana ki te Tāone o Tūrangi i te marama o Hōngongoi o te tau 1998, ka noho anō te Karauna rāua ko Ngāti Tūrangitukua ki te kimi, ki te whakaae i tētahi whakatatūtanga whakamutunga o ngā tono a Ngāti Tūrangitukua, ā, ki te whakakore anō hoki i te mamae e pā tonu ana ki a Ngāti
- 40 Tūrangitukua.

Te whakatatūtanga o ngā tono

- O. Ko te Karauna, i runga anō i tana whakaae he nui ngā mate i pā ki a Ngāti Tūrangitukua, ā, takea mai ana i reira te ngoi kore haere o te taha ohaoha, taha iwi, taha tikanga o Ngāti Tūrangitukua, i whakaotia tētahi Puka Whakatatū, i te 26 o ngā rā o Mahuru 1998, ā, ki reira takoto mai ai ngā āhuatanga katoa e taea ai ngā tono katoa a Ngāti Tūrangitukua te whakatatū, te whakaae mō ake tonu atu, ā, e pēnei ana anō hoki te hiahia o Ngāti Tūrangitukua. 5

BACKGROUND IN ENGLISH 10

- A. The Treaty of Waitangi is set out, in Māori and English, in **Schedule 1**.
- B. Ngāti Tūrangitukua, a hapū of the tribe Ngāti Tūwharetoa, are descended from their tūpuna, Tūrangitukua. They are the tangata whenua of the area now comprised in the Turangi Township, and have had the manawhenua of that land since time immemorial. 15

The Crown Develops the TPD Proposal

- C. In the 1950s, in response to post World War II needs for rapid expansion of energy resources to meet the growing industrialisation in New Zealand, the Crown developed the Tongariro Power Development (“TPD”) proposal. At that time, it was the largest hydro development to be undertaken in New Zealand. The TPD would require a large construction force, and accommodation for that force, for the duration of the project. 20
- D. Four sites were considered for the township to accommodate the project workers: Rotoaira, Rangipo, Turangi West, and Turangi East. Temporary townships were considered at the sites of Rotoaira and Rangipo. However, the Crown favoured the provision of a permanent township which would ensure a return on its investment. Sites for a permanent township were considered at Turangi West, adjacent to the existing Turangi village and owned by Ngāti Tūrangitukua, as well as Crown-owned land at Turangi East. 30
- E. The tourist potential of Lake Taupo was appreciated, as well as the economic benefits that could be captured by creating a permanent township, if a suitable freehold site was available. Having regard to accessibility, climate, and adequacy of suitable land for development of a township, the Crown preferred the Turangi West site. In February 35 40

1964, the Crown began the process which was to see the acquisition of the freehold interest in a significant portion of Ngāti Tūrangitukua's ancestral land. It did not take into account the negative effects for Ngāti Tūrangitukua of compulsorily acquiring its land.

The Crown Meets Ngāti Tūrangitukua

F. At an earlier stage, the Crown had met with members of the Tuwharetoa Maori Trust Board and some members of Ngāti Tūrangitukua to advise them of the nature of the TPD project and to discuss the possibility of acquiring land owned by Ngāti Tūrangitukua at the Turangi West site. In September 1964, the Crown met with Ngāti Tūrangitukua as a whole for the first time to discuss the scope of the TPD including the land required for the township. Ngāti Tūrangitukua there agreed in principle that the township be constructed on Ngāti Tūrangitukua land. However, in so agreeing, Ngāti Tūrangitukua relied on various assurances and undertakings given to it by the Crown as to the acquisition of land for the township.

Construction Begins

G. The construction of the TPD and the township began almost immediately after the September meeting. There was a large influx of construction workers. This disrupted the traditional lifestyles of Ngāti Tūrangitukua people, and the Ministry of Works undermined the authority of Ngāti Tūrangitukua kaumātua. The Crown had proceeded to acquire land and develop the township without proper regard for the interests of Ngāti Tūrangitukua or for the assurances and undertakings given to it by the Crown. Considerably more land was acquired than had originally been outlined, and the Crown insisted on acquiring the freehold of all the land, notwithstanding earlier statements that the industrial area of the town would be leased. Wāhi tapu were destroyed by the Crown, and the people of Ngāti Tūrangitukua, their kaitiaki, were powerless to protect them.

The Crown Sells Assets

H. Following the completion of the project in the late 1970s, the Ministry of Works and other government departments began a process of selling assets within the Turangi township. Until the present settlement, Ngāti Tūrangitukua

and its constituent whānau were effectively denied the opportunity to regain ownership of their ancestral lands.

Claim Under the Treaty of Waitangi Act 1975

- I. The Ngāti Tūrangitukua claim, registered with the Waitangi Tribunal as Wai 84 in 1989, sought compensation for these grievances. The claim was heard under urgency between April and October 1994, and the Tribunal's Report was released in September 1995. 5

Findings of the Waitangi Tribunal

- J. The Tribunal found that the Crown had breached the principles of the Treaty of Waitangi in a number of ways— 10
- (i) The Crown acquired Māori land at Turangi West when Crown land at Turangi East was available:
 - (ii) The Crown did not adequately consult with Ngāti Tūrangitukua regarding the construction of the township: 15
 - (iii) The land taken for the township was in excess of the maximum area that the Crown promised it would take:
 - (iv) The land the Crown undertook to lease for industrial purposes and return to the people after 10 to 12 years was compulsorily acquired and not returned: 20
 - (v) Wāhi tapu were destroyed or damaged in the construction of the township:
 - (vi) Adequate compensation was not paid for land acquired: 25
 - (vii) The Crown did not give full effect to conservation values:
 - (viii) The Crown did not pay Ngāti Tūrangitukua the respect due its mana as tangata whenua: 30
 - (ix) The provisions of the Public Works Act 1928 and the Turangi Township Act 1964, relied on by the Crown in entering and taking the claimants' land, are inconsistent with the basic guarantee in Article II of the Treaty that Māori may keep their land until such time as they wish to sell it. 35
- K. The Tribunal found that, as a result of the Crown's breaches of the principles of the Treaty, Ngāti Tūrangitukua lost much of its ancestral land. Its social and economic base was seriously eroded causing spiritual, cultural, and economic prejudice to Ngāti Tūrangitukua. 40

The Remedies Hearing

- L. Following the release of the Tribunal report, the Crown and Ngāti Tūrangitukua entered into negotiations to seek resolution of Ngāti Tūrangitukua's grievances.
- 5 M. Negotiations between the Crown and Ngāti Tūrangitukua broke down in June 1996. In July 1996, Ngāti Tūrangitukua was granted a remedies hearing before the Waitangi Tribunal to identify with more specificity the contents of any settlement package for Wai 84, including the
- 10 resumption of properties subject to section 27B of the State-Owned Enterprise Act 1986. That hearing was held at Hīrangī Marae in July 1997.

Negotiations Between Ngāti Tūrangitukua and the Crown

- 15 N. Following the release of the Waitangi Tribunal's Turangi Township Remedies Report in July 1998, the Crown and Ngāti Tūrangitukua again negotiated to achieve a full and final settlement of Ngāti Tūrangitukua's Treaty claims and to remove the continuing sense of grievance.

Settlement of Claims

- 20 O. The Crown, having acknowledged that Ngāti Tūrangitukua suffered injustices which impaired Ngāti Tūrangitukua's economic, social, and cultural development, entered into a deed of settlement on 26 September 1998 recording the matters required to give effect to a full and final settlement
- 25 of Ngāti Tūrangitukua's Treaty claims relating to the development and construction of the Turangi Township and its after effects, and Ngāti Tūrangitukua also entered into that deed of settlement.

30 BE IT THEREFORE ENACTED by the Parliament of New Zealand as follows:

1. Short Title and commencement—(1) This Act may be cited as the Ngāti Tūrangitukua Claims Settlement Act 1999.

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

- 35 **2. Act to bind the Crown**—This Act binds the Crown.

PART 1

APOLOGY BY THE CROWN TO NGĀTI TŪRANGITUKUA

3. Apology—This Part records the apology given by the Crown to Ngāti Tūrangitukua in the deed of settlement.

4. Text in Māori—The text of the apology in Māori is as follows:

“1. E whakaae ana te Karauna mō te āhua ki te whakatūnga o te tāone o Tūrangi kāore ia i ū ki ngā mātāpono o te Tiriti o Waitangi i roto i āna mahi ki a Ngāti Tūrangitukua. Nā te āhua i waenganui i ngā iwi e rua i haina nei i te Tiriti e tika ana te Karauna kia aronui ki ngā hiahia o te Māori, ā, e kī ana te Karauna i hē ia he kore nōna i aronui atu ki ngā hiahia o te hapū. 5

“2. E whakaae ana te Karauna kāore ia i āta whiriwhiri, i rawaka rānei āna whiriwhiritanga ki a Ngāti Tūrangitukua i te katoa o te wā e whakatūria ana te tāone o Tūrangi i muri mai hoki i tērā, ā, e kī ana a ia nā tēnei hē ōna kāore i aronuitia, kāore hoki i kauanuanutia a Ngāti Tūrangitukua me tōna mana tangata whenua tae atu hoki ki ngā kaumātua me ō rātou nā mana. 10 15

“3. E whakaae ana te Karauna nā te mea nō Ngāti Tūrangitukua te whenua e tika ana kia manaakitia rātou i raro anō i te Tiriti, ā, nā te mea i whakapono rātou ki ngā kupu taurangi atu a te Karauna ka whakaae atu a Ngāti Tūrangitukua ki te whakawātea i tō rātou whenua i Tūrangi hei wāhi tūnga mō te tāone, ā, nā te korenga o te Karauna i ū ki tāna i kī ai kāore i whāia ngā mātāpono o te Tiriti. 20

“4. E tino pāpōuri ana te ngākau o te Karauna mō tāna i mahi ai ki te katoa o Ngāti Tūrangitukua i te wā o te whakatūnga o te tāone, ā, i muri mai i tērā kāore te Karauna i āta tiaki i ngā wāhi tapu, ā, noho ana ko te taha wairua me te taha tikanga o Ngāti Tūrangitukua hei papa. 25

“5. E tino pāpōuri ana te Karauna mō āna mahi hē i mahi ai, nā reira e whakaae nei ki te whakatatūtanga o ngā tonu kua roa nei e takoto ana a Ngāti Tūrangitukua e rārangi mai nei i te Whakatatūtanga i hainahia nei i te 26 o ngā rā o Mahuru 1998.” 30

5. Text in English—The text of the apology in English is as follows: 35

“1. The Crown acknowledges that, in relation to the construction of the Turangi township, it failed to act towards Ngāti Tūrangitukua in a manner consistent with the principles of the Treaty of Waitangi. The relationship between the Treaty partners obliges the Crown actively to protect Māori interests and the Crown apologises that it did not actively protect the interests of the hapū. 40

“2. The Crown acknowledges that it failed to consult fully or adequately with Ngāti Tūrangitukua throughout the process of

the construction of the Turangi Township and after that process, and apologises that in this failure it did not accord to Ngāti Tūrangitukua the respect due their mana as tangata whenua and in particular failed to accord to kaumātua the respect due their mana.

“3. The Crown acknowledges that Ngāti Tūrangitukua, as landowners and entitled to be protected under the Treaty, relied on the assurances and undertakings given to them by the Crown in return for which the people of Ngāti Tūrangitukua agreed to make their land at Turangi available for the township, and that in failing to honour those assurances and undertakings, the Crown did not act in accordance with Treaty principles.

“4. The Crown expresses its profound regret to all members of Ngāti Tūrangitukua that, during the course of construction of the township, and subsequently, the Crown failed actively to protect wāhi tapu, and that this has been to the detriment of Ngāti Tūrangitukua’s spiritual and cultural well-being.

“5. The Crown apologises unreservedly for these acknowledged injustices and accordingly settles with Ngāti Tūrangitukua the claims set out in the deed of settlement signed on 26 September 1998.”

PART 2

INTERPRETATION

6. Interpretation of Act generally—It is the intention of Parliament that the provisions of this Act are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

7. Interpretation of terms—In this Act, unless the context otherwise requires,—

“Ancillary claimant” means a person listed in Schedule 1 of the ancillary claims deed:

“Ancillary claims deed” means the deed concluded under section 8 of the deed of settlement and executed on 21 December 1998:

“Business day” means the period of 9 am to 5 pm on any day of the week other than—

(a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, Labour Day, and Waitangi Day; and

(b) A day in the period commencing with 25 December in any year, and ending with the close of 5 January in the following year; and

- (c) The days observed as the anniversaries of the provinces of Wellington and Auckland:
- “Chief executive” means the chief executive of Land Information New Zealand:
- “Council” means the Taupo District Council: 5
- “Council reserves” means the land described in **Parts 4, 5, 6, and 7 of Schedule 3:**
- “Crown” means Her Majesty the Queen in right of New Zealand and includes, where appropriate, the Ministers and departments of the Crown that are involved in, or bound by the terms of the deed of settlement to participate in, any aspect of redress under the deed of settlement: 10
- “Crown body” means the Crown (whether acting through a Minister of the Crown or otherwise), or a Crown entity (as defined in section 2 (1) of the Public Finance Act 1989), or a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986), or any company which is wholly-owned by a Crown entity or a State enterprise: 15
- “Crown reserves” means the land described in **Part 3 of Schedule 3:** 20
- “Deed of settlement”—
- (a) Means the deed of settlement executed on 26 September 1998 by the Minister in Charge of Treaty of Waitangi Negotiations the Right Honourable Sir Douglas Arthur Montrose Graham, for the Crown, and Ngāti Tūrangitukua; and 25
- (b) Includes the attachments to the deed of settlement and any amendments to the deed or the attachments: 30
- “Encumbrance” means a lease, licence, permit, easement, access arrangement, consent, or third party right, whether registered or unregistered at the date of the deed of settlement: 35
- “Natural and physical resources” has the same meaning as in section 2 of the Resource Management Act 1991:
- “Ngāti Tūrangitukua” means the collective of individuals, being a hapū of Ngāti Tūwharetoa, who descend from the tūpuna Tūrangitukua: 40
- “Ngāti Tūrangitukua Charitable Trust” means the charitable trust known by that name, established by a trust deed dated 9 November 1997 and registered as a board under the Charitable Trusts Act 1957:

“Ngāti Tūrangitukua claimant” means—

(a) One or more of the trustees or beneficiaries of the Ngāti Tūrangitukua Charitable Trust; or

5 (b) One or more individuals, whānau, or marae of Ngāti Tūrangitukua, acting individually or collectively; or

(c) An ancillary claimant; or

(d) The claimants in respect of Wai 84; or

10 (e) A person acting on behalf of the person or persons specified in any of paragraphs (a) to (d) of this definition:

“Ngāti Tūrangitukua claims” has the meaning set out in **section 8**:

“Registrar” means the Registrar-General of Land:

15 “Reserve” has the same meaning as in section 2 of the Reserves Act 1977:

“Settlement” means the settlement to be effected pursuant to the deed of settlement:

20 “Settlement date” means the date which is 20 business days after the date on which this Act comes into force:

“Settlement property” means a property to be transferred under section 4 of the deed of settlement:

25 “Turangi Township” means the land described in S.O. 0000:

“Turangitukua Nominees Limited” means a company of that name incorporated under the Companies Act 1993:

30 “Wai 84” means the claim filed in the Waitangi Tribunal relating to the acquisition of the land by the Crown for the construction of the Turangi Township, being the claim to which the Waitangi Tribunal’s Turangi Township Report 1995 and Turangi Township Remedies Report 1998 relate.

35 **8. Meaning of Ngāti Tūrangitukua claims**—(1) In this Act, “Ngāti Tūrangitukua claims”—

(a) Means all claims (whether or not researched, registered, or notified) made at any time by a Ngāti Tūrangitukua claimant and—

40 (i) Founded on rights arising in or by the Treaty of Waitangi, the principles of the Treaty of Waitangi, statute, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and

- (ii) Arising out of or relating to any loss of interests in land, water, rivers, harbours, minerals, forests, or any natural and physical resources, caused by acts or omissions by or on behalf of the Crown or by or under legislation, being a loss that occurred in the period between 31 January 1964 and 21 September 1992; and 5
- (b) Includes—
- (i) All of the claims made by Ngāti Tūrangitukua against the Crown arising from those historical grievances of Ngāti Tūrangitukua which are referred to in Wai 84; and 10
- (ii) The ancillary claims; but
- (c) Excludes the claims (other than the ancillary claims) relating to land and other resources outside the Turangi Township in respect of losses also suffered by other hapū of Ngāti Tūwharetoa. 15
- (2) In **subsection (1)**,—
- “Ancillary claims” means all claims made at any time by any person, arising out of an alleged act or omission of the Crown during the acquisition and construction of Turangi Township and the construction of the Tongariro Power Development Scheme: 20
- “Interest” includes any legal or equitable right, title, power, privilege, or benefit: 25
- “Loss”, in relation to any of the interests referred to in **subsection (1) (a) (ii)**, includes extinguishment of, diminution of, or adverse effect on, any such interest.

PART 3

SETTLEMENT OF CLAIMS 30

- 9. Settlement of Ngāti Tūrangitukua claims to be final**—(1) The settlement of the Ngāti Tūrangitukua claims to be effected pursuant to the deed of settlement, the ancillary claims deed, and this Act is final, and the Crown is released and discharged in respect of those claims. 35
- (2) **Subsection (1)** does not limit the deed of settlement or the ancillary claims deed.
- (3) Despite any other enactment or rule of law, no court or tribunal has jurisdiction to inquire or further inquire into, or to make any finding or recommendation in respect of,— 40
- (a) Any or all of the Ngāti Tūrangitukua claims; or
- (b) The validity of the deed of settlement or the ancillary claims deed; or

(c) The adequacy of the redress provided to Ngāti Tūrangitukua and others under this Act, the deed of settlement, or the ancillary claims deed; or

(d) This Act.

5 (4) **Subsection (3)** does not exclude the jurisdiction of a court or tribunal in respect of the interpretation or implementation of the deed of settlement, the ancillary claims deed, or this Act.

10. Jurisdiction of Tribunal to consider claims—

10 Section 6 of the Treaty of Waitangi Act 1975 is amended by adding the following subsections:

“(13) Despite anything in this Act or in any other Act or rule of law, on and from the commencement of the **Ngāti Tūrangitukua Claims Settlement Act 1999**, the Tribunal does not have jurisdiction to inquire or further inquire into, or to make any finding or recommendation in respect of,—

15 “(a) Any or all of the Ngāti Tūrangitukua claims, as defined in **section 8** of the **Ngāti Tūrangitukua Claims Settlement Act 1999**; or

20 “(b) The deed of settlement or ancillary claims deed, as defined in **section 7** of the **Ngāti Tūrangitukua Claims Settlement Act 1999**; or

“(c) The redress provided to Ngāti Tūrangitukua under the deed of settlement, the ancillary claims deed, or the **Ngāti Tūrangitukua Claims Settlement Act 1999**; or

25 “(d) The **Ngāti Tūrangitukua Claims Settlement Act 1999**.

“(14) **Subsection (13)** does not exclude the jurisdiction of the Tribunal in respect of the interpretation or implementation of the deed of settlement, the ancillary claims deed, or the **Ngāti Tūrangitukua Claims Settlement Act 1999**.”

30 **11. Enactments relating to resumptive memorials on land subject to Ngāti Tūrangitukua claims no longer to apply—**(1) Nothing in the following enactments applies in relation to any land in the Turangi Township:

(a) Sections 8A to 8H of the Treaty of Waitangi Act 1975; or

35 (b) The amendments made to the Treaty of Waitangi Act 1975 by Part IV of the New Zealand Railways Corporation Restructuring Act 1990; or

(c) Sections 27A to 27C of the State-Owned Enterprises Act 1986; or

40 (d) Sections 211 to 213 of the Education Act 1989; or

(e) Part III of the New Zealand Railways Corporation Restructuring Act 1990.

(2) **Subsection (1)(c)** does not apply to the land comprised in certificate of title 34C/191 (Wellington Registry).

12. Removal of resumptive memorials—(1) The chief executive must, as soon as reasonably practicable after the settlement date, issue to the Registrar 1 or more certificates that identify each certificate of title relating to land in the Turangi Township that contains a resumptive memorial entered under any of the enactments referred to in **section 11**. 5

(2) Each certificate must state that it is issued under this section. 10

(3) The Registrar must, as soon as reasonably practicable after receiving a certificate issued under **subsection (1)**, and without fee to the registered proprietor or to the Ngāti Tūrangitukua Charitable Trust,—

(a) Register the certificate against each certificate of title identified in the certificate; and 15

(b) Cancel each resumptive memorial that, under any of the enactments referred to in **section 11**, is entered on a certificate of title identified in the certificate.

(4) **Subsection (3)** does not require the Registrar to note any duplicate certificate of title. 20

(5) This section does not apply to the land comprised in certificate of title 34C/191 (Wellington Registry).

13. Settlement for benefit of Ngāti Tūrangitukua collectively—(1) The settlement is for the benefit of Ngāti Tūrangitukua collectively, and not for the benefit of any individual or single whānau. 25

(2) **Subsection (1)** does not apply to section 8 of the deed of settlement.

14. Rule against perpetuities not to apply—The rule against perpetuities or any relevant provisions of the Perpetuities Act 1964 do not apply to any document entered into to give effect to the settlement, if the application of that rule or the provisions of that Act would otherwise make the document invalid or ineffective. 30
35

PART 4

TRANSFER OF SETTLEMENT PROPERTIES

15. Transfer of settlement properties—(1) Despite any other enactment or rule of law, for the purposes of giving effect to the deed of settlement, the Crown (acting through the 40

Commissioner of Crown Lands) is authorised to do 1 or more of the following:

- (a) Purchase or otherwise acquire any settlement property from a Crown body:
- 5 (b) Grant or take a lease of any settlement property to or from a Crown body:
- (c) Transfer any settlement property to the Ngāti Tūrangitukua Charitable Trust or its nominee:
- (d) Sign any memorandum of transfer or lease, or any other document, or do any other thing for the purposes of any such purchase, acquisition, lease, or transfer.
- 10 (2) Section 40 of the Public Works Act 1981 (but not sections 41 and 42 of that Act), and that section as applied by any other Act, applies to the transfer of any settlement property under
- 15 **subsection (1) (c).**
- (3) Except as expressly provided otherwise in, or by operation of, this Act, nothing in **subsection (1)** limits—
 - (a) **Subsection (4)**; or
 - (b) Sections 10 and 11 of the Crown Minerals Act 1991; or
 - 20 (c) Any other reservation made by any enactment or statutory instrument; or
 - (d) Any other enactment which must be complied with before any disposal.
- (4) Nothing in the Land Act 1948 applies to any settlement property that is to be transferred from a Crown body to another Crown body or to the Ngāti Tūrangitukua Charitable Trust or its nominee, or vested in the Ngāti Tūrangitukua Charitable Trust or its nominee, for the purposes of giving effect to the deed of settlement.
- 25 (5) Nothing in the Land Act 1948 restricts the period for which a lease may be granted under **subsection (1) (b).**
- 30

16. Issue of certificates of title—(1) In this section, “settlement property” means a settlement property—

- (a) For which no certificate of title has been issued under the Land Transfer Act 1952; and
- 35 (b) The fee simple estate in which—
 - (i) Is vested in, or held by, the Crown; and
 - (ii) Is to be acquired by, or transferred to, the Ngāti Tūrangitukua Charitable Trust or its nominee, under
 - 40 the deed of settlement.
- (2) Despite any other enactment or rule of law, the Registrar must, at the request of the Commissioner of Crown Lands and after the completion of such survey (if any) as may be necessary, issue a certificate of title under the Land Transfer

Act 1952 for the fee simple estate in a settlement property in the name of the Crown.

(3) The certificate of title is subject to, and has the benefit of, any relevant easements, encumbrances, restrictions, and other interests, details of which must be set out in the request of the Commissioner of Crown Lands. 5

PART 5

DEPARTMENT OF CONSERVATION PROTOCOL

17. Interpretation—In this Part, “protocol” means a statement in writing issued, in accordance with **section 18 (1)**, by the Crown through the Minister of Conservation to Ngāti Tūrangitukua, which sets out— 10

- (a) How the Department of Conservation will exercise its functions, powers, and duties in relation to specified matters in or in the vicinity of Turangi Township; and 15
- (b) How the Department of Conservation will, on a continuing basis, interact with Ngāti Tūrangitukua and provide for Ngāti Tūrangitukua’s input into its decision-making process.

18. Authority to issue, amend, or cancel protocol— 20
 (1) The Crown, acting by and through the Minister of Conservation may, issue a protocol in the form set out in attachment 6.2 of the deed of settlement.

(2) The Minister of Conservation may amend and cancel the protocol. 25

(3) The protocol may be amended or cancelled, under **subsection (2)**, at the initiative of either the Minister of Conservation or Tūrangitukua Nominees Limited.

(4) The Minister of Conservation may amend or cancel the protocol under this section only after consulting Tūrangitukua Nominees Limited. 30

(5) As soon as reasonably practicable after the issue, amendment, or cancellation of the protocol, the Minister of Conservation must notify the issue, amendment, or cancellation in the *Gazette*. 35

19. Protocol subject to Crown obligations—The protocol is issued and amended subject to, and without restriction upon,—

- (a) The obligations of the Minister of Conservation and the Department of Conservation to discharge their respective functions, powers, and duties in 40

accordance with existing law and government policy from time to time; and

(b) The Crown's powers to amend policy, and introduce legislation amending existing law.

5 **20. Noting of protocol**—(1) The existence of the protocol, once issued, and as amended from time to time, including the definition of a protocol as set out in **section 17** and a summary of the terms of issue of the protocol, must be noted in conservation management strategies, conservation
10 management plans, and national park management plans affecting the area covered by the protocol.

(2) Noting of the protocol under **subsection (1)** is for the purpose of public notice only and is not an amendment to the relevant strategies or plans for the purposes of section 171 of the
15 Conservation Act 1987 or section 46 of the National Parks Act 1980.

21. Enforceability of protocol—(1) The Minister of Conservation must comply with the protocol as long as it remains in force.

20 (2) If the Minister of Conservation fails unreasonably to comply with the protocol, the Turangitukua Nominees Limited may, subject to the Crown Proceedings Act 1950, enforce the protocol by way of public law action against the Minister of Conservation.

25 (3) No person or body, other than the Tūrangitukua Nominees Limited, may enforce the protocol against the Minister of Conservation.

(4) Despite **subsection (2)**, damages are not a remedy available for failure to comply with the obligation in **subsection (1)**.

30 (5) This section does not apply to any guidelines developed under the protocol.

22. Limitation of rights—Except as expressly provided in **sections 19 to 21** or the protocol, the protocol does not grant, create, or provide evidence of an estate, interest, or right of any
35 kind for land held, managed, or administered under the Conservation Act 1987 or an Act listed in the First Schedule of that Act.

PART 6

RESERVES

40 **23. Effective date of matters set out in this Part**—The revocation of reserves by **sections 24 (3), 25 (2), and 26 (3)** and the

vesting of the fee simple estate in those reserves in accordance with **sections 24 (4), 25 (3), and 26 (4)** takes effect on the settlement date.

24. Kutai Street reserves—(1) In this section, “Kutai Street reserves” means the land described in **Parts 1 and 2 of Schedule 3**. 5

(2) The land described in **Part 2 of Schedule 3** is declared a reserve and classified as a recreation reserve, under the Reserves Act 1977.

(3) The reservations of the Kutai Street reserves as reserves are revoked. 10

(4) The fee simple estates in the Kutai Street reserves are vested in the Ngāti Tūrangitukua Charitable Trust, subject to all encumbrances.

25. Crown reserves—(1) The appointment of the Council to control and manage the Crown reserves as reserves is revoked. 15

(2) The reservation of the Crown reserves as reserves is revoked.

(3) The fee simple estates in the Crown reserves are vested in the Ngāti Tūrangitukua Charitable Trust, subject to all encumbrances. 20

26. Council reserves—(1) The land described in **Part 6 of Schedule 3** is declared a reserve and classified as a recreation reserve under the Reserves Act 1977.

(2) The land described in **Part 7 of Schedule 3** is declared a reserve and classified as a local purpose (water supply) reserve under the Reserves Act 1977. 25

(3) The reservation of the council reserves as reserves is revoked.

(4) The fee simple estates in the council reserves are vested in the Ngāti Tūrangitukua Charitable Trust, subject to all encumbrances. 30

27. Management of Crown reserves and council reserves—(1) The agreement of Ngāti Tūrangitukua in clause 7.2.5 of the deed of settlement to the Council controlling and managing the Crown reserves and the council reserves is sufficient for the purposes of section 38 (1) of the Reserves Act 1977. 35

(2) The approval of the Minister of Conservation to the Council controlling and managing the Crown reserves and the council reserves is deemed to have been given for the purposes of section 38 (1) of the Reserves Act 1977. 40

(3) Each Crown reserve or council reserve may be controlled and managed by the Council,—

5 (a) As a local purpose reserve for the purpose of waterworks, where that purpose is specified in **column 4 of Part 7 of Schedule 3**:

(b) Where a reserve classification (as set out in sections 17 to 25 of the Reserves Act 1977) is specified in **column 4 of Part 3, column 4 of Part 4, column 4 of Part 5, column 4 of Part 6, or column 4 of Part 7 of Schedule 3**, for the purpose of that classification.

10 (4) The control and management by the Council of the Crown reserves and council reserves is subject to the restrictions, terms, and conditions set out in attachment 7.4 of the deed of settlement (and recorded in **Schedule 2**) as if those restrictions, terms, or conditions were approved under section 15 38 (1) of the Reserves Act 1977.

(5) The quoting in **Schedule 2** of the restrictions, terms, and conditions referred to in **subsection (4)** is a matter of record only and does not give them any greater force or effect than they 20 have as terms and conditions under section 38 (1) of the Reserves Act 1977.

(6) Despite the obligation in **subsection (3)** to manage each reserve for a specified purpose, the council may, in accordance with the Reserves Act 1977, change the purpose of any reserve 25 in **Part 3, Part 4, Part 5, Part 6, or Part 7 of Schedule 3** by changing the reserve classification specified in **column 4** of that part of that schedule.

(7) The control and management by the Council of the council reserves in **Part 5, Part 6, or Part 7 of Schedule 3** continues in 30 perpetuity in accordance with this section or until the Council decides, by resolution, that all or any part of the land is no longer required for a reserve.

28. Exemption from rates—The Council may exempt a Crown reserve or a council reserve from rates so long as that 35 reserve is controlled and managed for the purpose specified in **section 27 (3) and column 4 Part 3, Part 4, Part 5, Part 6, or Part 7 of Schedule 3**, as specified in the restrictions, terms, and conditions referred to in **section 27 (4)**, or for a purpose changed in accordance with **section 27 (6)**.

40 **29. Certificate of title for Crown reserves and council reserves**—The Registrar must, when issuing a certificate of title for a Crown reserve or a council reserve, or when recording the vesting of the fee simple estate in a Crown

reserve or a council reserve in accordance with **section 24, section 25, or section 26**, make a notation on the certificate of title recording that the land is subject to **sections 27 and 31**.

30. Structures and improvements on reserves—(1) In this section, “reserve assets” means the structures, utilities, and improvements over, under, or upon the Crown reserves or the council reserves. 5

(2) The ownership of the reserve assets on the council reserves specified in **Part 4, Part 5, Part 6, or Part 7 of Schedule 3** will be retained by the person who owned those assets as at 26 September 1998 and, if section 10 or section 10A or section 20 of the Resource Management Act 1991 then applied to the activities for which the reserve assets are used, those provisions continue to apply. 10

(3) The ownership of the reserve assets on the Crown reserves in **Part 3 of Schedule 3** is vested in the Council. 15

(4) **Subsection (2)** applies to each council reserve specified in **Part 4, Part 5, or Part 6 of Schedule 3** and **subsection (3)** applies to each Crown reserve and each council reserve specified in **Part 3 of Schedule 3**, whether or not that Crown reserve or council reserve continues to be controlled and managed by the Council. 20

(5) The Council or its agents may, from time to time, maintain, repair, remove, renew, add to, expand, or replace any reserve assets and may install or erect new structures, utilities, or improvements if it considers it reasonably necessary to do so. 25

(6) The person who, from time to time, owns the reserve assets and the Council have rights of unrestricted access onto and over the Crown reserves and the council reserves to do any of the things listed in **subsection (5)** whether or not a Crown reserve or a council reserve continues to be controlled and managed by the Council in accordance with **section 27**. 30

31. Public access rights—(1) The vesting of the fee simple estate in the Crown reserves and the council reserves by **section 24, section 25, or section 26** does not affect lawful rights of public access to and use and enjoyment of the Crown reserves and the council reserves and the reserve assets existing on 26 September 1998 for as long as, and to the extent that, those rights otherwise remain lawful. 35

(2) **Subsection (1)** is subject to any regulation of public access by the Council in accordance with— 40

(a) Any other enactment; or

- (b) The terms of the Council's appointment to control and manage the Crown reserves and council reserves.

32. Issue of title to reserves—(1) Where the fee simple estate in a reserve specified in **Schedule 3** is vested in the Ngāti Tūrangitukua Charitable Trust by this Act and the reserve is land that is registered under the Land Transfer Act 1952, the Registrar must, upon written application by any person authorised by the chief executive, register the Ngāti Tūrangitukua Charitable Trust as the proprietor of the fee simple estate in the reserve in substitution for the Crown or the Council, as the case may be, who held the land immediately before that vesting and make such entries in the register and on any outstanding documents of title and generally do all such things as may be necessary to give effect to this.

(2) When the fee simple estate in a reserve specified in **Schedule 3** is vested in the Ngāti Tūrangitukua Charitable Trust by this Act and the reserve is land other than land registered under the Land Transfer Act 1952, the Registrar must, upon written application by any person authorised by the chief executive, issue a certificate of title for the fee simple estate in that reserve under the Land Transfer Act 1952 and register the Ngāti Tūrangitukua Charitable Trust as the proprietor of the fee simple estate in the reserve in substitution for the Crown or the Council, as the case may be, who held the land immediately before that vesting and make such entries in the register and on any outstanding documents of title and generally do all such things as may be necessary to give effect to this.

(3) Without limiting **subsection (4)**, an application made in accordance with **subsection (1) or subsection (2)** must be made as soon as reasonably practicable after settlement date and must,—

(a) Specify the Ngāti Tūrangitukua Charitable Trust as the recipient and describe the reserve sufficiently to identify it; and

(b) If the application is made under **subsection (2)**, include a certificate by the chief executive or the Chief Surveyor for the district concerned as to the correctness of that description, including a description of any registrable encumbrances subject to which, or with the benefit of which, the property is settled.

(4) A certificate of title for each reserve must be issued in accordance with this section as soon as reasonably practicable after an application has been made under this section, and in

any event, no later than 12 months after the vesting of the reserves (or such later date as may be agreed in writing by the Ngāti Tūrangitukua Charitable Trust and the Crown).

(5) The certificate given in accordance with this section must be filed by the Registrar in the Land Registry Office and is conclusive proof of the matters required to be stated in it. 5

33. Exclusions—(1) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation of a reserve vested in the Ngāti Tūrangitukua Charitable Trust in accordance with **section 24, section 25, or section 26.** 10

(2) Sections 78 (1) (a), 79, 80, and 81 of the Reserves Act 1977 do not apply to any reserve vested in the Ngāti Tūrangitukua Charitable Trust in accordance with **section 24, section 25, or section 26.**

(3) Section 11 and Part X of the Resource Management Act 1991 do not apply to a reserve vested in the Ngāti Tūrangitukua Charitable Trust in accordance with **section 24, section 25, or section 26.** 15

34. Encumbrances—(1) Except as expressly provided in this Act, an encumbrance which is not registrable under the Land Transfer Act 1952 is not required by virtue of this Act to be registered against the certificate of title for a reserve vested in accordance with **section 24, section 25, or section 26** of this Act. 20

(2) Except as expressly provided in this Act, the fee simple estate of a reserve that is land under the Land Transfer Act 1952 and that is vested in accordance with **section 24, section 25, or section 26** of this Act, is vested subject to any encumbrances in existence on 26 September 1998 and notified to the Ngāti Tūrangitukua Charitable Trust by the Crown in accordance with clause 7.2.17 (a) of the deed of settlement. 25 30

35. Certification of registrable interests—(1) Where the fee simple estate in a reserve is vested in the Ngāti Tūrangitukua Charitable Trust subject to the reservation of, or having the benefit of, any easement (not being an easement previously registered under the Land Transfer Act 1952) or any other registrable or notable encumbrance under this or any other Act, the chief executive, or the Chief Surveyor for the district concerned, must include in the certificate given under **subsection (1) or subsection (2) of section 32**, a sufficient description of the easement or encumbrance and particulars as to the rights, powers, terms, covenants, conditions, and restrictions attached to it. 35 40

(2) The Registrar must enter a notation of the easement or encumbrance upon the relevant certificate of title by reference to the certificate in which it is described as if that certificate were the instrument creating the easement or encumbrance.

5 (3) Where a notation of an easement or encumbrance is entered upon the relevant certificate of title in accordance with this section, the easement or encumbrance is deemed for all purposes (including all subsequent dealings) to be created under the Land Transfer Act 1952.

10 **36. Successors bound**—Where the fee simple estate in a reserve is vested in the Ngāti Tūrangitukua Charitable Trust by this Act, the terms on which the reserve is vested in the Ngāti Tūrangitukua Charitable Trust bind any successor in title to the Ngāti Tūrangitukua Charitable Trust.

15 **37. Change of name of reserve**—(1) The recreation reserve described in *Gazette* 1984, Vol. III, at page 3385 as 55.617 hectares, more or less, being Section 8, situated in Block III, Pihanga Survey District is, in accordance with section 16 (10) of the Reserves Act 1977, known as Waikari Recreation
20 Reserve.

(2) The recreation reserve described in the *Gazette* 1984, Vol. IV, at page 4520 as 3686 square metres, more or less, being Sections 36, 37, 38, and 39, Block VI, Turangi Suburban, situated in Block III, Pihanga Survey District is, in accordance
25 with section 16 (10) of the Reserves Act 1977, known as Waikari Recreation Reserve.

(3) The classification and name of the Admirals Scenic Reserve (classified and named by notice in the *Gazette* 1986, Vol. V, at page 4520), is—

30 (a) Changed, to a recreation reserve subject to section 17 (1) of the Reserves Act 1977; and

(b) Changed, to Waikari Recreation Reserve.

(4) The requirements of section 24 and 16 (10) of the Reserves Act 1977 are to be treated as having been complied
35 with for the purposes of subsections (3) (a) and (3) (b).

SCHEDULES

Preamble, recital A

SCHEDULE 1

THE TREATY OF WAITANGI

(THE TEXT IN MĀORI)

KO WIKITŌRIA, te Kuini o Ingarani, i tāna mahara atawai ki ngā Rangitira me ngā Hapū o Nu Tirani i tāna hiahia hoki kia tohungia ki a rātou ō rātou rangatiratanga, me tō rātou wenua, ā kia mau tonu hoki te Rongo ki a rātou me te Ātanoho hoki kua wakaaro ia he mea tika kia tukua mai tētahi Rangitira hei kaiwakarite ki ngā Tāngata māori o Nū Tirani-kia wakaaetia e ngā Rangatira māori te Kāwanatanga o te Kuini ki ngā wāhi katoa o te Wenua nei me ngā Motu-nā te mea hoki he tokomaha kē ngā tāngata o tōna Iwi Kua noho ki tēnei wenua, ā, e haere mai nei.

Nā ko te Kuini e hiahia ana kia wakaritea te Kāwanatanga kia kaua ai ngā kino e puta mai ki te tāngata Māori ki te Pākehā e noho ture kore ana.

Nā, kua pai te Kuini kia tukua ahau a Wiremu Hopihona, he Kāpitana i te Roiara Nawi hei Kāwana mō ngā wāhi katoa o Nū Tirani i tukua āiane, āmua ki te Kuini e mea atu ana ia ki ngā Rangatira o te wakaminenga o ngā Hapū o Nū Tirani me ērā Rangatira atu ēnei ture ka kōrerotia nei.

Ko te Tuatahi

Ko ngā Rangatira o te Wakaminenga me ngā Rangatira katoa hoki kihai i uru ki taua wakaminenga ka tuku rawa atu ki te Kuini o Ingarani ake tonu atu-te Kāwanatanga katoa o ō rātou wenua.

Ko te Tuarua

Ko te Kuini o Ingarani ka wakarite ka wakaae ki ngā Rangatira ki ngā hapū - ki ngā tāngata katoa o Nū Tirani te tino Rangatiratanga o ō rātou wenua ō rātou kāinga me ō rātou tāonga katoa. Otiia ko ngā Rangatira o te Wakaminenga me ngā Rangatira katoa atu ka tuku ki te Kuini te hokonga o ērā wāhi wenua e pai ai te tāngata nōna te Wenua-ki te ritenga o te utu e wakaritea ai e rātou ko te kaihoko e meatia nei e te Kuini hei kaihoko mōna.

Ko te Tuatoru

Hei wakaritenga mai hoki tēnei mō te wakaaetanga ki te Kāwanatanga o te Kuini-Ka tiakina e te Kuini o Ingarani ngā tāngata Māori katoa o Nū Tirani. Ka tukua ki a rātou ngā tikanga katoa rite tahi ki āna mea ki ngā tāngata o Ingarani.

(Signed) WILLIAM HOBSON,
Consul and Lieutenant-Governor.

Nā ko mātou, ko ngā Rangatira o te Wakaminenga o ngā Hapū o Nū Tirani ka huihui nei ki Waitangi ko mātou hoki ko ngā Rangatira o Nū Tirani ka kite nei i te ritenga o ēnei kupu, ka tangohia ka wakaaetia katoatia e mātou, koia ka tohungia ai ō mātou ingoa ō mātou tohu.

Ka meatia tēnei ki Waitangi i te ono o ngā rā o Pepueri i te tau kotahi mano, e waru rau e wā tekau o tō tātou Ariki.

Ko ngā Rangatira o te wakaminenga.

SCHEDULE 1—*continued*

THE TREATY OF WAITANGI—*continued*

(THE TEXT IN ENGLISH)

HER MAJESTY VICTORIA Queen of the United Kingdom of Great Britain and Ireland regarding with Her Royal Favour the Native Chiefs and Tribes of New Zealand and anxious to protect their just Rights and Property and to secure to them the enjoyment of Peace and Good Order has deemed it necessary in consequence of the great number of Her Majesty's Subjects who have already settled in New Zealand and the rapid extension of Emigration both from Europe and Australia which is still in progress to constitute and appoint a functionary properly authorised to treat with the Aborigines of New Zealand for the recognition of Her Majesty's Sovereign authority over the whole or any part of those islands—Her Majesty therefore being desirous to establish a settled form of Civil Government with a view to avert the evil consequences which must result from the absence of the necessary Laws and Institutions alike to the native population and to Her subjects has been graciously pleased to empower and to authorise me William Hobson a Captain in Her Majesty's Royal Navy Consul and Lieutenant Governor of such parts of New Zealand as may be or hereafter shall be ceded to her Majesty to invite the confederated and independent Chiefs of New Zealand to concur in the following Articles and Conditions.

ARTICLE THE FIRST

The Chiefs of the Confederation of the United Tribes of New Zealand and the separate and independent Chiefs who have not become members of the Confederation cede to Her Majesty the Queen of England absolutely and without reservation all the rights and powers of Sovereignty which the said Confederation of Individual Chiefs respectively exercise or possess, or may be supposed to exercise or to possess over their respective Territories as the sole Sovereigns thereof.

ARTICLE THE SECOND

Her Majesty the Queen of England confirms and guarantees to the Chiefs and Tribes of New Zealand and to the respective families and individuals thereof the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession; but the Chiefs of the United Tribes and the individual Chiefs yield to Her Majesty the exclusive right of Preemption over such lands as the proprietors thereof may be disposed to alienate at such prices as may be agreed upon between the respective Proprietors and persons appointed by Her Majesty to treat with them in that behalf.

ARTICLE THE THIRD

In consideration thereof Her Majesty the Queen of England extends to the Natives of New Zealand Her royal protection and imparts to them all the Rights and Privileges of British Subjects.

W. HOBSON, Lieutenant Governor.

SCHEDULE 1—*continued*THE TREATY OF WAITANGI—*continued*

Now therefore We the Chiefs of the Confederation of the United Tribes of New Zealand being assembled in Congress at Victoria in Waitangi and We the Separate and Independent Chiefs of New Zealand claiming authority over the Tribes and Territories which are specified after our respective names, having been made fully to understand the Provisions of the foregoing Treaty, accept and enter into the same in the full spirit and meaning thereof: in witness of which we have attached our signatures or marks at the places and the dates respectively specified.

Done at Waitangi this Sixth day of February in the year of Our Lord One thousand eight hundred and forty.

[*Here follow signatures, dates, etc.*]

SCHEDULE 2

Section 27

ATTACHMENT 7.4 OF DEED OF SETTLEMENT

RESTRICTIONS, TERMS, AND CONDITIONS ON WHICH TAUPO DISTRICT COUNCIL IS TO MANAGE AND CONTROL CROWN RESERVES AND COUNCIL RESERVES

- The Council may continue to delegate all powers and obligations of control and management to a committee of the Council.
- Council to have power to:
 - (a) erect new structures, utilities and improvements (also to be vested in the Council) in, on or under the land; and
 - (b) move structures, utilities and improvements owned by the Council to a different location on the land; and
 - (c) otherwise undertake such other matters as the Council considers necessary or desirable for the purpose of managing the Reserve;
 - (d) charge for the use of facilities and lease and grant easements over any part of the Crown Reserves and the Council Reserves, and to manage expenditure and revenue relative to the Crown Reserves and Council Reserves and the structures, utilities and improvements on the land; without first having to obtain the consent of Ngāti Tūrangitukua, provided that the Council will:
 - (e) in respect of the Specified Council Reserves, inform Ngāti Tūrangitukua of any such significant matters; and
 - (f) in respect of the other Council Reserves and the Crown Reserves consult with Ngāti Tūrangitukua in relation to all such significant matters and will have particular regard to its views.
- Council to exempt the land from rates for so long as it is controlled and managed as if it were a reserve.
- The content of clauses 7.2.5 (f), 7.2.6, 7.2.7 and 7.2.8 are deemed to be set out in this Attachment.
- The Council assumes all liability and responsibility for any losses, claims or actions arising out of any act or omission of the Council, its agents, lessees, licencees or invitees which would otherwise be suffered by or taken against Ngāti Tūrangitukua as owner of the land.

Schedule 2 is a record of attachment 7.4 of the Deed of Settlement and the terms used in this schedule are the terms used in the Deed.

Sections 24 to 26

SCHEDULE 3

PART 1

KUTAI STREET RESERVES

Address	Certificate of title/ Gazette notice	Legal description
46-52 Kutai Street	Gazette 1984, p 4520	Sections 36-39, Block VI, Turangi Suburban
33-51 Kutai Street	Gazette notice B432400.1	Sections 1 and 2, SO Plan 37359

PART 2

KUTAI STREET RESERVES

Address	Certificate of title/ Gazette notice	Legal description
1 Tahawai Street	Certificate of title Vol. 446 Folio 293	1763m ² , Section 1, Block V, Turangi Suburban
5 Tahawai Street	Certificate of title Vol. 458 Folio 13	1184m ² , Section 2, Block V, Turangi Suburban
7 Tahawai Street	Certificate of title, Vol. 464 Folio 218	1392m ² , Section 3, Block V, Turangi Suburban
9 Tahawai Street	Certificate of title, Vol. 464 Folio 219	1600m ² , Section 4, Block V, Turangi Suburban

PART 3

CROWN RESERVES

Reserve name	Legal description	Vesting details	Purpose
Waipapa Reserve	2.6542 hectares, Sec 77, Town of Turangi, <i>Gazette</i> 1986, p 9	Set apart under Land Act 1948, Reserves Act 1977	Recreation Reserve
Taupehi Reserve	1.6187 hectares, Sec 27 Town of Turangi, <i>Gazette</i> 1954, p 1402	Set apart under Land Act 1948	Recreation Reserve

SCHEDULE 3—*continued*

PART 4

COUNCIL RESERVES

Reserve name	Legal description	Vesting details	Purpose
D Reserve	1.1253 hectares, Lot 1, DP 29123, <i>Gazette</i> 1971, p 155	Vested in Council, Land Act 1948 and Reserves and Domains Act 1953	Recreation Reserve
E Reserve	0.8096 hectares, Lot 39, DP 28407, <i>Gazette</i> 1971, p 155	Vested in Council, Land Act 1948 and Reserves and Domains Act 1953	Recreation Reserve
Kaheke Street Reserve	0.5696 hectares, Lot 1, DP 30051, <i>Gazette</i> 1970, p 1380 1.3782 hectares, Lot 8, DP 30051, <i>Gazette</i> 1970, p 1380	Vested in Council, Land Act 1948 and Reserves and Domains Act 1953	Recreation Reserve
Fire Break Reserve	0.1083 hectares, Sec 39 Town of Turangi, <i>Gazette</i> 1996, p 2465, B 543710.1	Vested in Council, Reserves Act 1977	Recreation Reserve
Cherry Grove Reserve	0.2492 hectares, Sec 1 Blk 1 Turangi Suburban, <i>Gazette</i> 1996, p 2465 B543710.1	Vested in Council, Reserves Act 1977	Recreation Reserve

SCHEDULE 3—*continued*

PART 5

COUNCIL RESERVES

Reserve name	Legal description	Vesting details	Purpose
McLaren Park Reserve	0.8087 hectares, Pt Lot 34, DP 31159, <i>Gazette</i> 1984, p 1236	Classified as a local purpose reserve, Reserves Act 1977	Local purpose reserve (<i>Community buildings</i>)
McLaren Park Reserve	3.3880 hectares, Lot 36, DP 28083, <i>Gazette</i> 1969, p 1852	Vested in Council, Land Act 1948 and Reserves and Domains Act 1953	Recreation Reserve
A Reserve	1.1352 hectares, Lot 19, DP 58050, Certificate of title 24D/633 0.6020 hectares, Lot 16, DP 71220, Certificate of title 27D/351	Vested in Council, section 306 (4) Local Government Act 1974	Recreation Reserve
B Reserve	1.1260 hectares, Lot 10, DP 61544	Local purpose reserve to vest	Drainage Reserve
C Reserve	3.9600 hectares, Lot 9, DP 61544	Local purpose reserve to vest	Drainage Reserve
Part Turangi Park Reserve	2.8657 hectares, Lot 67, DP 50585, <i>Gazette</i> 1996, p 823, GN B509442.1	Vested in Council, section 20 (1), Public Works Act 1981	Recreation Reserve

PART 6

COUNCIL RESERVES

Reserve name	Legal description	Vesting details	Purpose
Turangi Park Reserve	28.5657 hectares, Lot 1, DP 28845, formerly described in certificate of title 5B/401 (Wellington Registry) <i>Gazette</i> 1985, p 249	Vested in Council, sections 20 and 50, Public Works Act 1981	Recreation Reserve

SCHEDULE 3—continued

PART 7

COUNCIL RESERVES

Reserve name	Legal description	Vesting details	Purpose
Water Supply Reserve	13.6201 hectares, Part Waipapa 1F, <i>Gazette</i> 1985, p 251	Vested in Council, sections 20 and 50, Public Works Act 1981	Waterworks
Water Supply Reserve	18.3601 hectares, Pt Waipapa 1K, <i>Gazette</i> 1985, p 251	Vested in Council, sections 20 and 50, Public Works Act 1981	Waterworks
Water Supply Reserve	89.8781 hectares, Pt Waipapa 1L, <i>Gazette</i> 1985, p 251	Vested in Council, sections 20 and 50, Public Works Act 1981	Waterworks
Water Supply Reserve	43.9083 hectares, Pt Waipapa 1M, <i>Gazette</i> 1985, p 251	Vested in Council, sections 20 and 50, Public Works Act 1981	Waterworks
Water Supply Reserve	40.5621 hectares, Pt Waipapa 2A2, <i>Gazette</i> 1985, p 251	Vested in Council, sections 20 and 50, Public Works Act 1981	Waterworks
Water Supply Reserve	8.9890 hectares, Pt Waipapa 2A2B2, <i>Gazette</i> 1985, p 251	Vested in Council, sections 20 and 50, Public Works Act 1981	Waterworks
Water Supply Reserve	0.3827 hectares, Pt Waipapa, <i>Gazette</i> 1985, p 251	Vested in Council, sections 20 and 50, Public Works Act 1981	Waterworks
Water Supply Reserve	0.0405 hectares, Pt Waipapa, <i>Gazette</i> 1985, p 251	Vested in Council, sections 20 and 50, Public Works Act 1981	Waterworks
Water Supply Reserve	2.2207 hectares, Pt Waipapa, <i>Gazette</i> 1985, p 251	Vested in Council, sections 20 and 50, Public Works Act 1981	Waterworks