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*Parties*

**TE RŪNANGA O NGĀI TAHU**

**HER MAJESTY THE QUEEN**

*in right of New Zealand*

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**DEED TO AMEND DEED OF  
SETTLEMENT**

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# DEED TO AMEND DEED OF SETTLEMENT

THIS DEED is made on [ ] 1998

## **BETWEEN**

- (1) TE RŪNANGA O NGĀI TAHU
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Prime Minister

## **BACKGROUND**

- A Te Rūnanga and the Crown are parties to a Deed of Settlement dated 21 November 1997 (referred to in this Deed as the “Deed of Settlement”).
- B Te Rūnanga and the Crown wish to amend the Deed of Settlement in the manner described in this Deed.

TE RŪNANGA AND THE CROWN AGREE:

## **1 DEFINITIONS AND INTERPRETATION**

Except as expressly provided in this Deed, or unless the context otherwise requires:

- 1.1 Terms defined in the Deed of Settlement have the same meanings in this Deed;
- 1.2 The rules of interpretation set out in the Deed of Settlement apply in the interpretation of this Deed;
- 1.3 References to Attachments are to Attachments to the Deed of Settlement; and
- 1.4 References to Schedules are to Schedules to this Deed.

## **2 AMENDMENTS TO SECTION 4: TRANSFER OF COMMERCIAL PROPERTIES – NOT SUBJECT TO DEFERRED SELECTION**

### **2.1 Amendments to Section 4**

Section 4 of the Deed of Settlement is amended by adding to Attachment 4.1 the properties described in *Schedule 1*.



## 2.2 Establishment of Transfer Values

For all the purposes of the Deed of Settlement, in respect of each of the properties listed in *Schedule 1*:

- (a) the Transfer Value of each property has been established and is the amount recorded in a letter from the Crown to Te Rūnanga dated 28 September 1998;
- (b) the Crown is deemed to have satisfied its obligations under clause 4.3.2 of the Deed of Settlement; and
- (c) Valuation is deemed to have been validly carried out under Attachment 4.3.

## 3 AMENDMENTS TO SECTION 5 : TRANSFER OF COMMERCIAL PROPERTIES – SUBJECT TO DEFERRED SELECTION

### 3.1 Amendments to Section 5

Section 5 of the Deed of Settlement is amended by deleting from Attachment 5.1 the Property described with OTS No.2, the legal description of which is “Lot 1, DP 46622” and, for the avoidance of doubt, such property shall be treated as if it had never appeared in the Deed of Settlement.

### 3.2 Maximum Expenditure

Notwithstanding that the Property referred to in *clause 3.1* has been deleted from Attachment 5.1, in calculating sum “A” defined in clause 8.3.1 of the Deed of Settlement, that Property is deemed to be a Settlement Property with a Cap Value of the amount set out in an agreement for sale and purchase between the Crown and Te Rūnanga dated 27 May 1998 which, at the time the question arises, the Crown will have transferred to Te Rūnanga.

### 3.3 Establishment of Transfer Values

3.3.1 For all the purposes of the Deed of Settlement:

- (a) the Transfer Value for the Property described with OTS No. 391 in Attachment 5.1 has been established and is the amount recorded in a letter from the Crown to Te Rūnanga dated 28 September 1998; and
- (b) the Transfer Value for the Property described with OTS No. 392 in Attachment 5.1 has been agreed and is the amount recorded in a letter from the Crown to Te Rūnanga dated 28 September 1998.

3.3.2 For all the purposes of the Deed of Settlement, in respect of the Properties referred to in *clause 3.3.1*:

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- (a) the Crown is deemed to have satisfied its obligations under clause 5.3.2 of the Deed of Settlement; and
- (b) Valuation is deemed to have been validly carried out under Attachment 5.4.

#### 4 AMENDMENTS TO SECTION 10 : HIGH COUNTRY STATIONS

Section 10 of the Deed of Settlement is amended by deleting the definition of "Completion Date" and replacing it with the following definition:

*"Completion Date* means 30 June 1999."

#### 5 AMENDMENTS TO SECTION 11 : MAHINGA KAI - TRANSFER AND VESTING OF PROPERTIES

Section 11 of the Deed of Settlement is amended as follows:

##### 5.1 Tribal Properties

Clause 11.1.1 of the Deed of Settlement is amended by deleting the references in the definition of "Tribal Properties" to the properties specified in Attachments 11.7 (Ōkeina (Okains Bay)), 11.31A (Maranuku), and 11.31B (Moeraki Lake), so that the definition now reads as follows:

*"Tribal Properties* means the properties specified in *Attachments 11.8, 11.9, 11.10, 11.12, and 11.16* which are being vested in fee simple, the properties specified in *Attachments 11.23 and 11.31*, which are being vested as reserves, and the property specified in *Attachment 11.13*, which is being vested in fee simple subject to section 38 of the Reserves Act 1977, and, where the context requires, means one of those properties."

- 5.2 Clause 11.4.13 of the Deed of Settlement is amended by deleting the words "subject to *clauses 11.2.24 and 11.2.25*," after the words "provide that" so that clause 11.4.13 now reads as follows:

"The Crown agrees that the Settlement Legislation will provide that Maranuku, as described in *Attachment 11.31A*, will be vested in Te Rūnanga on the Settlement Date as if vested pursuant to section 26 of the Reserves Act 1977, as a Scenic Reserve subject to section 19 of that Act."

- 5.3 Clause 11.4.14 of the Deed of Settlement is amended by deleting the words "subject to *clauses 11.2.24 and 11.2.25*," after the word "provide" so that clause 11.4.14 now reads as follows:

“The Crown agrees that the Settlement Legislation will provide for the revocation of the reservation of the area described in *Attachment 11.31B* as a Wildlife Refuge, notwithstanding the Wildlife Act 1953, and for that area to be deemed to be declared a reserve and classified as if it were classified pursuant to section 18 of the Reserves Act 1977, as an Historic Reserve and vested in Te Rūnanga on the Settlement Date as if vested pursuant to section 26 of the Reserves Act 1977, and subject to section 19 of that Act, subject to the conditions and restrictions imposed pursuant to section 26(2) of that Act and set out in *Attachment 11.31B*.”

#### 5.4 Sinclair Wetlands

Clause 11.2.4 of the Deed of Settlement is deleted and replaced with the following clause:

“The Crown agrees that, subject to the Deed of Assignment executed by Te Rūnanga in the form set out in *Attachment 11.3A*, the Settlement Legislation will provide for the vesting of the fee simple estate in Sinclair Wetlands, as described in *Attachment 11.3*, in Te Rūnanga without charge, and if necessary and applicable, free from the requirement under Part IVA of the Conservation Act 1957 to reserve a marginal strip.”

5.5 Clause 11.2.4A of the Deed of Settlement is deleted and clause 11.2.4B is renumbered to be clause 11.2.4A.

5.6 Section 11 of the Deed of Settlement is amended by inserting a new Attachment 11.3A as set out in *Schedule 2*.

#### 5.7 Vesting of Te Waiomākua

Clause 11.2.5 of the Deed of Settlement is amended by adding the phrase “, free from the requirement under Part IVA of the Conservation Act 1987 to reserve a marginal strip” at the end of the clause, so that clause 11.2.5 now reads as follows:

“The Crown agrees that the Settlement Legislation will provide for the revocation of the reserve status of Te Waiomākua as described in *Attachment 11.4* and the vesting of the fee simple estate in Te Waiomākua in Te Rūnanga without charge, free from the requirement under Part IVA of the Conservation Act 1987 to reserve a marginal strip.”

#### 5.8 Ōmihi/Goose Bay

The legal description of Ōmihi/Goose Bay contained in Attachment 11.22 is deleted and replaced with the legal description set out in *Schedule 3*.

### 5.9 Creation of Historic Reserve at Kawarau Gorge

Clause 11.4.11(b) of the Deed of Settlement is deleted and replaced with the following clause:

“the Central Otago District Council having agreed to the closure of the legal (but unformed) road being the area described in Part B of *Attachment 11.30*, for the closure of the road and the vesting of that road in Te Rūnanga as part of the Historic Reserve to be created pursuant to and on the terms set out in *clause 11.4.11(a)*.”

## 6 AMENDMENTS TO SECTION 12 : MAHINGA KAI - GENERAL

Section 12 of the Deed of Settlement is amended as follows:

### 6.1 Latin References for Species to Prevail

Clause 12.1.1 of the Deed of Settlement is amended by deleting the word “latin” and replacing it with the word “scientific” so that clause 12.1.1 now reads as follows:

#### “Scientific References for Species to Prevail

Where a species of plant, animal, bird or fish has been defined in this section by reference to its Māori, English and scientific names, for the avoidance of doubt, the scientific reference shall prevail (including any published revisions to such scientific references from time to time).”

### 6.2 Appointments to Conservation Boards

Clause 12.9 of the Deed of Settlement is amended by:

- 6.2.1 amending clause 12.9.2(a) of the Deed of Settlement by inserting the words “at least” before the words “2 persons appointed by the Minister of Conservation”. Clause 12.9.2 of the Deed of Settlement, as amended by this clause, is set out in *Schedule 4*;
- 6.2.2 the inclusion of a new clause 12.9.2A, after clause 12.9.2 of the Deed of Settlement, as set out in *Schedule 4*;
- 6.2.3 amending clause 12.9.3(a) of the Deed of Settlement by inserting the words “at least” before the words “1 person appointed by the Minister of Conservation.” Clause 12.9.3 of the Deed of Settlement, as amended by this clause, is set out in *Schedule 4*;
- 6.2.4 the inclusion of a new clause 12.9.3A, after clause 12.9.3 of the Deed of Settlement, as set out in *Schedule 4*;

6.2.5 deleting clause 12.9.4 of the Deed of Settlement.

The text of clauses 12.9.2 to 12.9.3A of the Deed of Settlement, as amended and inserted by this clause, is set out in *Schedule 4*.

### 6.3 Recent appointments

6.3.1 The appointments of the Ngāi Tahu members to the Conservation Boards on 26 August 1998 and notified in the *New Zealand Gazette* on 27 August 1998 comply with clauses 12.9.2 to 12.9.3A of the Deed of Settlement.

6.3.2 The appointments of the Ngāi Tahu members to the Guardians of Lakes Manapouri, Te Anau and Monowai on 1 April 1998 comply with clause 12.9.5 of the Deed of Settlement.

### 6.4 Attachment 12.145: Sites over which a Nohoanga Entitlement will be Created

In part A of Attachment 12.145 Site No. 12 is deleted and replaced with the following:

12	Waitaki River	Ferry Road	6000 square metres, approximately, being Part Waitaki Riverbed, Block VII, Papakaio Survey District. Subject to survey, as shown on Allocation Plan MN 527 (S.O. 24800)	None
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and Allocation Plan MN 479 is deleted.

### 6.5 Attachment 12.149: Customary Fisheries

In Part B of Attachment 12.149 the references to "Karengo", "Sea Lettuce" and "Porphyra columbina" shall be deleted and replaced with the following:

Karengo	Karengo/Nori	<i>Porphyra columbina</i>
Karengo	Sea lettuce	<i>Ulva</i> spp.

## 7 AMENDMENTS TO SECTION 13 : SPECIFIC SITES

Section 13 of the Deed of Settlement is amended as follows:

### 7.1 Rakiura Tīfī Committee and Te Rūnanga to Select Members of the Administering Body

Clause 13.6.3(a) of the Deed of Settlement is deleted and replaced with the following clause:

“(a) the Administering Body will consist of up to 10 members including up to nine Rakiura Māori selected by Rakiura Māori at the earlier of:

- (i) their first annual meeting held pursuant to Regulation 7(1) of the Regulations after the Settlement Date; or
- (ii) a meeting of Rakiura Māori called pursuant to Regulations 7(2) and 7(3) of the Regulations after the Settlement Date,

and one Rakiura Māori selected by Te Rūnanga; and”.

### 7.2 Attachment 13.2: List of Huts, Bridges and Tracks Within the Waitaiki Historic Reserve

Attachment 13.2 is deleted and replaced with the new Attachment 13.2 as shown in *Schedule 5* to this Deed.

## 8 AMENDMENTS TO SECTION 14 : ANCILLARY CLAIMS

Section 14 of the Deed of Settlement is amended as follows:

### 8.1 Delayed Vesting of Certain Properties

Clause 14.2.4(c) of the Deed of Settlement is amended by the deletion of the words “Arawhata Site” and their replacement with the words “Arawhata Site (No.1)” so that clause 14.2.4(c) now reads as follows:

“(c) the Arawhata Site (No.1) (as defined in *clause 14.14.1*);”.

### 8.2 Ancillary Claims Trustees to Identify Beneficiaries

Clause 14.6.4 of the Deed of Settlement is amended by deleting the word “renewable”, so that clause 14.6.4 now reads as follows:

#### “14.6.4. Ancillary Claims Trustees to Identify Beneficiaries

The Ancillary Claims Trustees are to identify the Beneficiaries entitled to a Fenton Entitlement granted pursuant to *clause 14.6.2(c)*, and once the Ancillary Claims Trustees are satisfied that they have identified all such Beneficiaries, or that all appropriate steps have been taken to identify all of the Beneficiaries entitled to a Fenton Entitlement in accordance with *Attachment 14.2*, one Fenton Entitlement will be granted in favour of the Beneficiaries of each of the Fenton Reserves,





over the areas of Crown land as shown on *Allocation Plans A 421, 422, 423 & 424 (SO 19874), A 495 (SO 19888) and A 425 (SO 19875)* and granted to the Ancillary Claims Trustees pursuant to *clause 14.6.2(c)*.”.

### 8.3 Claim 17 (Arawhata MR1)

Clauses 14.14.1 to 14.14.5 inclusive of the Deed of Settlement are deleted and replaced with the following clauses:

#### “14.14.1 Property Description

In this *clause 14.14*:

*Arawhata Site (No. 1)* means all that land situated in Westland Land District, Westland District, comprising 12.5000 hectares, approximately, being part Section 1 (S.O. 11836). Part Certificate of Title 8A/496. Subject to a right to convey water in gross created by Transfer 091679. Subject to survey, as shown on *Allocation Plan A 206 (S.O.12589)*; and

*Arawhata Site (No. 2)* means all that land situated in Westland Land District, Westland District comprising:

- (a) 5.5200 hectares, approximately, being Part of Reserve 1692; and
- (b) 1505 square metres, approximately, being Section 1 (S.O.12284); and
- (c) 3.6500 hectares, approximately, being Part Reserve 1692.

Subject to survey, as shown on Allocation Plan A206 (S.O.12589).

#### 14.14.2 Protection of forest (if any)

Te Rūnanga and the Crown agree that within 6 months of the Settlement Date a survey of Arawhata Site (No. 2) will be carried out and that within 7 months of the Settlement Date the Minister of Conservation must notify the Ancillary Claims Trustees in writing that either:

- (a) an area containing indigenous forest has been found to be within the boundaries of Arawhata Site (No. 2) and that they have an obligation to enter into a Ngā Whenua Rāhui kawenata in the form set out in *Attachment 14.7* prior to that site being transferred to the appropriate Beneficiaries; or

- (b) there is no indigenous forest within the boundaries of that site and therefore no Ngā Whenua Rāhui kawenata is required.

#### 14.14.3 Vesting of Properties

The Crown agrees that the Settlement Legislation will provide for:

- (a) the removal of the status of conservation (stewardship) area managed for conservation purposes from the Arawhata Site (No.2), notwithstanding Part V of the Conservation Act 1987, and the vesting of the fee simple estate in the Arawhata Sites in the Ancillary Claims Trustees, subject to:
- (i) an existing easement in gross conferring the right to convey water over part of the Arawhata Site (No. 1) in favour of Okuru Enterprises Limited; and
  - (ii) the Ancillary Claims Trustees entering into and registering a Ngā Whenua Rāhui kawenata relating to the protection of, and access to, the Arawhata Site (No.2) in the form set out in *Attachment 14.7* before the fee simple estate in the Arawhata Site (No.2) is vested in the appropriate Beneficiaries; and
- (b) for the Ngā Whenua Rāhui kawenata referred to in *clause 14.14.3(a)(ii)* to be deemed to have been entered into pursuant to section 77A of the Reserves Act 1977, notwithstanding the fact that the Arawhata Site (No.2) is not Māori land; and
- (c) for the Ngā Whenua Rāhui kawenata referred to in *clause 14.14.3(a)(ii)* to be in perpetuity subject to a condition that at agreed intervals of not less than 25 years the parties to the Ngā Whenua Rāhui kawenata shall review the objectives, conditions, and continuance of the Ngā Whenua Rāhui kawenata, and on such reviews the parties may mutually agree that the Ngā Whenua Rāhui kawenata shall be terminated and that the Crown shall have regard to the manawhenua of the owner of the Arawhata Site (No.2), as provided for in section 77A(1)(b) of the Reserves Act 1977, but the owner of the Arawhata Site (No.2) may only terminate the Ngā Whenua Rāhui kawenata by agreement with the Minister of Conservation; and
- (d) that the appropriate District Land Registrar shall register the Ngā Whenua Rāhui kawenata referred to in *clause 14.14.3(a)(ii)* as

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soon as it is duly executed and presented for registration by the Ancillary Claims Trustees.

- (e) the provisions to be included by clause 14.14.3(a)(ii), and (b) to (d) shall not apply if the Minister of Conservation has notified the Ancillary Claims Trustees pursuant to *clause 14.14.2(b)* that no Ngā Whenua Rāhui kawenata is required.”

#### 8.4 Replacement Attachment 14.7

Attachment 14.7 is deleted and replaced with new Attachment 14.7 as shown in *Schedule 6*.

#### 8.5 New Clause 14.15.2(a)(iv)

Clause 14.15.2 of the Deed of Settlement is amended by inserting, after clause 14.15.2(a)(iii), the following clause:

“(iv) the Ancillary Claims Trustees offering formal licences or leases for a period of not less than 5 years to the present occupiers of the Bruce Bay Site (No.1) within one year of the vesting of that site, but before the fee simple estate in that site is vested in the appropriate Beneficiaries;”

#### 8.6 Vesting of Properties: Bruce Bay Site (No. 6)

For the avoidance of doubt and as a result of the insertion of the new clause 14.15.2A as noted in *clause 8.6* below, clause 14.15.2(d) of the Deed of Settlement is amended by inserting the words “, notwithstanding Part III of the Public Works Act 1981” after the words “Ancillary Claims Trustees” and deleting the full stop at the end of that clause and replacing it with “; and”, so that clause 14.15.2(d) now reads as follows:

“(d) the removal of the status of conservation (stewardship) area managed for conservation purposes from the Bruce Bay Site (No. 6), notwithstanding Part V of the Conservation Act 1987, and the vesting of the fee simple estate in the Bruce Bay Site (No. 6) in the Ancillary Claims Trustees, notwithstanding Part III of the Public Works Act 1981, subject to an existing grazing licence, dated 4 April 1994 between the Minister of Conservation and Bannock Brae Farms Limited; and”.

#### 8.7 New Clauses 14.15.2(e) and 14.15.2A: Bruce Bay Site (No. 6)

Clause 14.15.2 of the Deed of Settlement is amended by inserting, after clause 14.15.2(d), the following clauses:

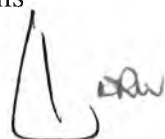
“(e) such provisions as are required to empower and require the Ancillary Claims Trustees and the Chief Executive of Land Information New Zealand to undertake the processes outlined in *clause 14.15.2A*.



**“14.15.2A Public Works Act**

Te Rūnanga and the Crown agree that the procedure for identification of Beneficiaries set out in *Attachment 14.2* will be modified in respect of the Bruce Bay Site (No. 6) to reflect the fact that Part III of the Public Works Act 1981 applies to any disposal of that property by the Crown. Accordingly, in order to preserve the rights of any persons entitled to have the Bruce Bay Site (No. 6) offered back to them, the following process shall be followed:

- (a) as soon as practicable after the date on which the Ancillary Claims Trust is established, the Ancillary Claims Trustees shall make such inquiries as are necessary to establish the persons from whom the Bruce Bay Site (No. 6) was taken, and shall report on the outcome of those inquiries to the Chief Executive of Land Information New Zealand;
- (b) on receipt of the report of the Ancillary Claims Trustees, the Chief Executive of Land Information New Zealand shall determine whether he or she agrees with the findings of the Ancillary Claims Trustees. If:
  - (i) the Chief Executive of Land Information New Zealand agrees with those findings, then the Ancillary Claims Trustees shall undertake the procedure outlined in *Attachment 14.2*, except that they shall identify the persons who would be entitled to have the Bruce Bay Site (No. 6) offered back to them if Part III of the Public Works Act 1981 were invoked in relation to that property, and such persons shall be deemed to be the Beneficiaries for the purposes of that Attachment;
  - (ii) the Chief Executive of Land Information New Zealand does not agree with those findings, then the Chief Executive of Land Information New Zealand shall invoke the offer back procedure under Part III of the Public Works Act 1981;
- (c) if *clause 14.15.2A(b)(ii)* applies, and the offer back made by the Chief Executive of Land Information New Zealand under Part III of the Public Works Act 1981 is accepted, the Chief Executive of Land Information New Zealand shall give notice to that effect to the Ancillary Claims



Trustees, and the Ancillary Claims Trustees shall transfer the Bruce Bay Site (No. 6) to the persons who accepted the offer in accordance with Part III of the Public Works Act 1981 without charge and otherwise in such manner as is specified in the Chief Executive of Land Information New Zealand's notice;

- (d) if *clause 14.15.2A(b)(ii)* applies, and the offer back made by the Chief Executive of Land Information New Zealand under Part III of the Public Works Act 1981 is not accepted, then the Ancillary Claims Trustees shall undertake the procedure outlined in *Attachment 14.2.*”.

### 8.8 Public Works Act: Maranuku Site

Clauses 14.21.2 and 14.21.3 of the Deed of Settlement are amended by deleting all references to the words “Commissioner of Crown Lands” and “Commissioner” and replacing them with the words “Chief Executive of Land Information New Zealand”, so that clauses 14.21.2 and 14.21.3 now read as follows:

#### “14.21.2 Public Works Act

Te Rūnanga and the Crown agree that the procedure for identification of Beneficiaries set out in *Attachment 14.2* will be modified in respect of the Maranuku Site to reflect the fact that Part III of the Public Works Act 1981 applies to any disposal of that property by the Crown. Accordingly, in order to preserve the rights of any persons entitled to have the Maranuku Site offered back to them, the following process shall be followed:

- (a) as soon as practicable after the date on which the Ancillary Claims Trust is established, the Ancillary Claims Trustees shall make such inquiries as are necessary to establish the persons from whom the Maranuku Site was taken, and shall report on the outcome of those inquiries to the Chief Executive of Land Information New Zealand;
- (b) on receipt of the report of the Ancillary Claims Trustees, the Chief Executive of Land Information New Zealand shall determine whether he or she agrees with the findings of the Ancillary Claims Trustees. If:
- (i) the Chief Executive of Land Information New Zealand agrees with those findings, then the Ancillary Claims Trustees shall undertake the procedure outlined in *Attachment 14.2*, except that they shall identify the persons

who would be entitled to have the Maranuku Site offered back to them if Part III of the Public Works Act 1981 were invoked in relation to that property, and such persons shall be deemed to be the Beneficiaries for the purposes of that Attachment;

- (ii) the Chief Executive of Land Information New Zealand does not agree with those findings, then the Chief Executive of Land Information New Zealand shall invoke the offer back procedure under Part III of the Public Works Act 1981;
- (c) if clause 14.21.2(b)(ii) applies, and the offer back made by the Chief Executive of Land Information New Zealand under Part III of the Public Works Act 1981 is accepted, the Chief Executive of Land Information New Zealand shall give notice to that effect to the Ancillary Claims Trustees, and the Ancillary Claims Trustees shall transfer the Maranuku Site to the persons who accepted the offer in accordance with Part III of the Public Works Act 1981 without charge and otherwise in such manner as is specified in the Chief Executive of Land Information New Zealand's notice;
- (d) if clause 14.21.2(b)(ii) applies, and the offer back made by the Chief Executive of Land Information New Zealand under Part III of the Public Works Act 1981 is not accepted, then the Ancillary Claims Trustees shall undertake the procedure outlined in Attachment 14.2.

### **“14.21.3 Settlement Legislation**

The Crown agrees that the Settlement Legislation will:

- (a) provide for the fee simple estate in the Maranuku Site to be vested in the Ancillary Claims Trustees, notwithstanding Part III of the Public Works Act 1981; and
- (b) include such provisions as are required to empower and require the Ancillary Claims Trustees and the Chief Executive of Land Information New Zealand to undertake the processes outlined in this clause 14.21.”.

### **8.9 Public Works Act: Waimumu Sites**

Clause 14.22.2 of the Deed of Settlement is amended by deleting the words “Commissioner of Crown Lands” and replacing them with the words “Chief

Executive of Land Information New Zealand”, so that clause 14.22.2 now reads as follows:

**“14.22.2 Public Works Act**

Te Rūnanga and the Crown agree that the procedure for the identification of Beneficiaries set out in *Attachment 14.2* will be modified in respect of the Waimumu Sites to reflect the fact that Part III of the Public Works Act 1981 applies to any disposal of these properties by the Crown. Accordingly, in order to preserve the rights of any persons entitled to have any of the Waimumu Sites offered back to them, the Ancillary Claims Trustees and the Chief Executive of Land Information New Zealand shall undertake the processes outlined in *clause 14.21.2*, and that clause will apply to each of the Waimumu Sites as if that Waimumu Site were referred to in that clause instead of the Maranuku Site.”.

**8.10 Settlement Legislation: Waimumu Sites**

Clauses 14.22.3(c)(vi) and 14.22.3(c)(vii) of the Deed of Settlement are deleted and replaced with the following clauses:

- “(vi) the grant of a Transmission Line easement by the Crown in favour of PowerNet Limited to convey electricity through overhead lines and underground cables in the form set out in *Attachment 14.12A* (or such other form as may be agreed in writing between Te Rūnanga and the Crown) if PowerNet Limited executes the Transmission Line easement on or before the date which is 29 Business Days after the Settlement Date;
- (vii) the grant of a Substation easement by the Crown in favour of PowerNet Limited to convey electricity through a transformer and radio repeater in the form set out in *Attachment 14.12B* (or such other form as may be agreed in writing between Te Rūnanga and the Crown) if PowerNet Limited executes the Substation easement on or before the date which is 29 Business Days after the Settlement Date;”.

**8.11 Settlement Legislation: Waimumu Sites**

Clause 14.22.3(d) of the Deed of Settlement is amended by deleting the words “Commissioner of Crown Lands” and replacing them with the words “Chief Executive of Land Information New Zealand”, so that clause 14.22.3(d) now reads as follows:

- “(d) include such provisions as are required to empower and require the Ancillary Claims Trustees and the Chief Executive of Land Information New Zealand to undertake the processes outlined in *clause 14.22.2*.”.

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### 8.12 Easement Over the Road Site

Clause 14.26.3 of the Deed of Settlement is amended by adding the words “easement for” after the words “and present that” in the last phrase of that clause so that clause 14.26.3 now reads as follows:

“Te Rūnanga and the Crown agree that as a precondition to *clause 14.26.2(b)*, the Pūrākaunui Block Incorporation, as a Ngāi Tahu Recipient, will be required to duly execute a deed of covenant in the form set out in *Attachment 14.13*, or in such other form as agreed by the Pūrākaunui Block Incorporation and the trustees of the land described as South Island Native Land Court District called or known as Pūrākaunui Subdivision 69 of Section 50, Block IV, North Harbour and Blueskin District, in accordance with *clause 20.10* (Ngāi Tahu Recipients Bound by Deed) prior to the Settlement Date whereby the Pūrākaunui Block Incorporation will agree to duly execute the easement to allow vehicular and other access along the Road Site in the form set out in *Attachment 14.14*, or amended as noted above, and present that easement for registration at the Land Titles Office within 50 Business Days of the Settlement Date.”.

### 8.13 Ancillary Claims Trust Deed

8.13.1 Clause 4.3.2 of Attachment 14.1 is amended by deleting the fullstop at the end of that clause and replacing it with “; and” and adding the following clause after clause 4.3.2 of the Deed of Settlement:

“4.3.3 excludes the right to apply any Claim Property Income to any audit fees incurred in respect of the Trust.”.

8.13.2 Clause 7.4 of Attachment 14.1 of the Deed of Settlement is deleted and replaced with the following:

“The financial statements shall be audited by the Audit Office.”

### 8.14 Inclusion of Taiaroa Head Site (No. 3) and Taiaroa Head Site (No. 4)

Clause 14.27.15(e) of the Deed of Settlement is amended by deleting the full stop at the end of that clause and replacing it with “; and” and adding the following clause after clause 14.27.15(e) of the Deed of Settlement:

“(f) notwithstanding *clause 14.27.15(b)*, the assets that are fixed to, or are under or over the Taiaroa Head Site (No. 3) will not be vested in the Successors to Korako Karetai, even though the interest in that land is being vested, but will remain in the ownership of the party owning that asset at the date of transfer of that site, and the assets and the Taiaroa Head Site (No. 3) shall be regarded as separate assets, each capable of separate ownership.”



## 9 AMENDMENTS TO SECTION 15: SOUTH ISLAND LANDLESS NATIVES ACT

Section 15 of the Deed of Settlement is amended as follows:

### 9.1 Property Descriptions: Claim 16 (South Westland)

Clause 15.11.2 of the Deed of Settlement is deleted and replaced with the following clause:

#### “15.11.2 Property Descriptions

In this *clause 15.11*:

*Awarua Site* means all that land situated in Westland Land District, Westland District, comprising 40.4686 hectares, more or less, being Rural Section 881 (S.O. 5650). All Certificate of Title 8B/514, together with a Deed of Grant of Easement of Right of Way embodied in Register Book 8B/839 as shown on *Allocation Plan AS 509 (S.O. 12518)*;

*Okahu replacement site* means the land described in Westland Land District, Westland District, comprising 4.2492 hectares, more or less, being Part Reserve 1692, 4.2492 hectares, more or less, being Part Reserve 1692, 4.2492 hectares, more or less, being Part Reserve 1692 and 4.2492 hectares, more or less, being Part Reserve 1692. Subject to survey and as shown on *Allocation Plan A 496 (S.O. 12590)*;

*Okahu Site* means the land described as Westland Land District, Westland District 4.0581 hectares, more or less, being Rural Section 5523 (S.O. 9683). All Gazette 1993 page 1031 as shown on *Allocation Plan AS 210 (S.O. 12496)*;

*Original South Westland Reserves* means Māori Reserve 318A, Block V, Abbey Rocks Survey District, Rural Section 319, Block III, Abbey Rocks Survey District and Rural Section 865, Block XVI, Gillespies Survey District;

*Paringa River Site* means all that land situated in Westland Land District, Westland District, comprising 20.2342 hectares, approximately, being Part Rural Section 660. Subject to survey as shown on *Allocation Plan AS 203 (S.O. 12492)*;

*South Westland Substitute Land* means the Awarua Site, Okahu Site, Paringa River Site, Whakapohai Site and the Okahu replacement site; and

*Whakapohai Site* means all that land situated in Westland Land District, Westland District, comprising 7200 square metres, approximately, being Part Rural Section 6161, adjoining Sections 1 and 2, S.O. 11845. Subject to survey as shown on *Allocation Plan AS 493 (S.O. 12502)*.”.

## 9.2 Transfer of Properties: Okahu Site

For the avoidance of doubt and as a result of the amendment to clause 15.11 of the Deed of Settlement noted in *clause 9.1* above, clause 15.11.3(a) of the Deed of Settlement is amended by deleting the words “(No. 4)”, so that clause 15.11.3(a) of the Deed of Settlement now reads as follows:

“(a) for the fee simple estate in the:

- (i) Awarua Site;
- (ii) Okahu Site; and
- (iii) Whakapohai Site,

to be vested in the Ancillary Claims Trustees;”.

## 9.3 Transfer of Properties: Okahu Replacement Site

Clause 15.11.3(f) of the Deed of Settlement is amended by deleting the full stop at the end of that clause and replacing it with “; and” and adding the following clauses after clause 15.11.3(f) of the Deed of Settlement:

- “(g) for the removal of the status of conservation (stewardship) area managed for conservation purposes from the Okahu replacement site, notwithstanding Part V of the Conservation Act 1987, and the vesting of the fee simple estate in the Okahu replacement site in the Ancillary Claims Trustees, subject to the Ancillary Claims Trustees entering into and registering a Ngā Whenua Rāhui kawenata relating to the protection of the Okahu replacement site in the form set out in *Attachment 15.3* before the fee simple estate in that site is vested in the appropriate Beneficiaries;
- (h) for the Ngā Whenua Rāhui kawenata referred to in *clause 15.11.3(g)* to be deemed to have been entered into pursuant to section 77A of the Reserves Act 1977, notwithstanding the fact that the Okahu replacement site is not Māori land;
- (i) for the Ngā Whenua Rāhui kawenata referred to in *clause 15.11.3(g)* to be in perpetuity subject to a condition that at agreed intervals of not less than 25 years the parties to the Ngā Whenua Rāhui kawenata shall review the

objectives, conditions, and continuance of the Ngā Whenua Rāhui kawenata, and on such reviews the parties may mutually agree that the Ngā Whenua Rāhui kawenata shall be terminated and that the Crown shall have regard to the manawhenua of the owner of the Okahu replacement site as provided for in section 77A(1)(b) of the Reserves Act 1977, but the owner of the Okahu replacement site may only terminate the Ngā Whenua Rāhui kawenata by agreement with the Minister of Conservation; and

- (j) that the appropriate District Land Registrar shall register the Ngā Whenua Rāhui kawenata referred to in *clause 15.11.3(g)* as soon as it is duly executed and presented for registration by the Ancillary Claims Trustees.”.

#### 9.4 Vesting of Okahu Replacement Site

Clauses 15.11.6 to 15.11.9 inclusive of the Deed of Settlement are deleted.

### 10 AMENDMENTS TO SECTION 17 : CONDITIONS AND LEGISLATION

Section 17 of the Deed of Settlement is amended by inserting the following clause as clause 17.9:

#### “17.9 LEGAL DESCRIPTIONS

To the extent that any differences exist between the legal descriptions of properties referred to in this Deed and the legal descriptions of those properties in the Settlement Legislation, the legal descriptions in the Settlement Legislation shall prevail and be deemed to replace the relevant legal descriptions contained in this Deed.”

### 11 MINOR CORRECTIONS

#### 11.1 Typographical errors

The minor typographical errors and incorrect cross-references in the Deed of Settlement set out in *Schedule 6* are corrected in the manner described in that Schedule.

#### 11.2 Further amendments to Schedule 7

It may be necessary to amend *Schedule 7* from time to time as further minor typographical errors and incorrect cross-references are identified. To facilitate that process, amendments may be made to *Schedule 7* as follows:

- 11.2.1 the Director of the Office of Treaty Settlements, on behalf of the Crown, will nominate one or more persons who are authorised to propose, or agree to, any amendments to *Schedule 7* on behalf of the Crown;



- 11.2.2 the Secretary for the time being of Te Rūnanga will nominate one or more persons who are authorised to propose, or agree to, any amendments to *Schedule 7* on behalf of Te Rūnanga;
- 11.2.3 any nominations made under *clause 11.2.1* or *clause 11.2.2* must be made by notice given to the other party. Further nominations may be made in the same manner and any nominations may be revoked by the party which made the nomination in the same manner;
- 11.2.4 either party may from time to time, by notice to the other party, propose that one or more amendments be made to *Schedule 7*. The person making the proposal must complete in duplicate a form agreed by the parties for the purposes of this *clause 11.2.4* and have both copies signed and dated by a person authorised under this clause. If a person authorised by the other party under this clause signs, dates and returns a copy of the form to the party which proposed the amendment, then *Schedule 7* (as the case may be) will be deemed to be amended accordingly;
- 11.2.5 the Office of Treaty Settlements will maintain a record of all amendments made to *Schedule 7* pursuant to this clause. A copy of *Schedule 7*, incorporating any amendments made under this clause up to the date indicated on the copy, and a conformed copy of the clauses of the Deed of Settlement amended by any such amendments to *Schedule 7*, will be made available to Te Rūnanga on request;
- 11.2.6 Any notice required to be given under this clause must be given in accordance with clause 20.7 of the Deed of Settlement, except that the address for notices to the Crown under this clause will be:

The Director  
Office of Treaty Settlements  
Charles Fergusson Building  
Bowen Street  
P O Box 919  
WELLINGTON

Facsimile: 04 494 9801

or such other address or facsimile number from time to time notified by the Director of the Office of Treaty Settlements to Te Rūnanga.



12 DEED MAPS

New and Replacement Maps

The maps appended to this Deed and listed in Schedule 8 are Deed Maps and Allocation Plans for the purposes of the Deed of Settlement and where indicated in Schedule 8 are in substitution for the corresponding maps in the Deed of Settlement.

13 EXECUTION

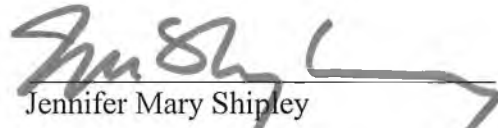
13.1 Counterparts

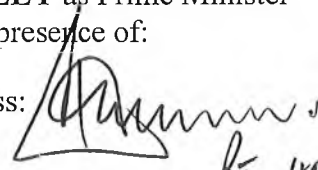
This Deed may be executed in any number of counterparts. Once the parties have executed the counterparts, and each party has received a copy of each signed counterpart which that party did not execute, each counterpart shall be deemed to be as valid and binding on the party executing it as if it had been executed by all the parties.

13.2 Facsimile Execution

The parties may execute a counterpart copy of this Deed by photocopying a facsimile of this Deed and executing that photocopy. The transmission by facsimile by each party of a signed counterpart copy of this Deed to the other parties shall be deemed proof of signature of the original and the signed facsimile so transmitted shall be deemed an original for the purposes of this Deed.

Signed for and on behalf of HER )  
MAJESTY THE QUEEN in right of )  
New Zealand by JENNIFER MARY )  
SHIPLEY as Prime Minister )  
in the presence of:

  
Jennifer Mary Shipley

Witness: 

Signature Min. Sec in Charge of Treaty Negotiations

Occupation Minister

Address

The Seal of  
**TE RŪNANGA O NGĀI TAHU**  
was affixed to this document in the  
presence of:

MW Boman

Kaiwhakahaere

RD Walsh

Joint  
Secretary



Tipeniokapu

Chairman of Ngāi Tahu Negotiating Group

RDW

## DEED TO AMEND DEED OF SETTLEMENT

**SCHEDULE 1****Additions to Attachment 4.1***(Clause 2.1)*

OTS No.	Certificate of Title or Legal Description	Street Address	Region
44 <sup>1</sup>	Pt Lot 1 DP 831	Blenheim Rd	Christchurch
92 <sup>1</sup>	Pt Lots 2 & 3 DP 3343, Pt Res 133, Pt Lot 1	559 Blenheim Rd	Christchurch
198 <sup>1</sup>	Pt Lot 3 DP 831, Pt Sec 5	Blenheim Rd	Christchurch
855 <sup>1</sup>	Pt Reserve 133, Pt Lot 2 DP 3343 and Pt Lots 1 & 2 DP 5859	Blenheim Rd/Alloy St	Christchurch
217 <sup>1</sup>	Lot 2 DP 64792	Alloy St	Christchurch
931 <sup>2</sup>	Lot 1 DP 3230	Brennen Lane	Gore
932 <sup>2</sup>	Lot 2 DP 9744 & Lot 1 DP 9744	Brennen Lane	Gore
933 <sup>2</sup>	Lot 2 DP 14148	Mersey St	Gore
934 <sup>2</sup>	Lots 19 & 20 DP 9744	Mersey St	Gore
935 <sup>2</sup>	Lots 3 DP 14148	Main St	Gore
937 <sup>2</sup>	Lot 26 DP 9744	Ordeal St	Gore
898 <sup>2</sup>	Lot 10 DP 11158	Aparima Street	Gore
248 <sup>2</sup>	Lot 5 DP 9744	Mersey Lane	Gore
292	Sec 54, Blk V, Kawarau SD	S H 6	Central Otago
84	Sec 53 Blk V Kawarau SD	S H 6 (Gibson)	Central Otago
873	Pt Town Section 945	225 Barbadoes St	Christchurch
875	Pt Sec 785, Town of Christchurch	259-263 Cashel St	Christchurch
872	Pt Town section 944	183 Lichfield St	Christchurch
940	Lot 20 DP 16914, Blk XIV, Lower Wanaka Survey District	30 Rata Street	Wanaka
205	Lot 1 DP 967, Sec 45, Blk XXVI, Town of Dunedin	7 Emily Sieberg Place	Dunedin
791	Pt Section 3, Blk XIV, Lower Wanaka S.D	Aubrey Rd/Rata Street	Wanaka
907	Lot 1 DP 9757	Cnr Edmond Avenue & Beach Rd	Kaikoura

<sup>1</sup> All these properties together comprise one single "Property" for the purpose of the Deed.

<sup>2</sup> All these properties together comprise one single "Property" for the purpose of the Deed.

**SCHEDULE 2****Deed of Assignment***(Clause 5.6)*

DEED OF SETTLEMENT: ATTACHMENT 11.3A

11.3A-1

**DEED OF ASSIGNMENT****DEED OF ASSIGNMENT FROM HER MAJESTY THE QUEEN TO TE RŪNANGA O NGĀI TAHU IN RESPECT OF SINCLAIR WETLANDS***(Attachment 11.3A)***THIS DEED** is made on 1998**BY HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations ("Crown")**AND TE RŪNANGA O NGĀI TAHU** a statutory corporation established by Te Rūnanga o Ngāi Tahu Act 1996 and having its Head Office at 158 Hereford Street, Christchurch ("Te Rūnanga")**BACKGROUND**

1. The Deed of Settlement executed at Kaikōura on November 21<sup>st</sup> 1997 between the Crown and Te Rūnanga o Ngāi Tahu (the "Deed of Settlement") provides for the vesting in Te Rūnanga without charge of the Sinclair Wetlands subject to the entry by Te Rūnanga into a Deed of Assignment pursuant to which Te Rūnanga will:
  - (a) assume all of the Crown's liabilities and obligations pursuant to, and become the principal obligor under, the unregistered agreement described in the Agreement for Sale and Purchase; and
  - (b) indemnify the Crown for any breach by Te Rūnanga of those obligations.
2. The Crown and Te Rūnanga have agreed subsequently agreed that such assignment and indemnity shall not apply in respect of the obligation set out in clause 6 of the Agreement for Sale and Purchase.





3. The Crown and Te Rūnanga have agreed to enter into this deed for the purpose of giving effect to the agreement set out above in respect of the Sinclair Wetlands.

### IT IS AGREED

1. In this deed, unless the context requires otherwise:

“**Agreement for Sale and Purchase**” means the agreement for sale and purchase signed by Horace Alexander Sinclair and Ducks Unlimited (N.Z.) Incorporated on 13 July 1985 (a copy of which is attached to this deed);

“**Sinclair Wetlands**” means the property defined in the Agreement for Sale and Purchase less 56.5548 hectares, more or less, being section 5, Block XXIII, Waihola Survey District (S.O. Plan 1742). Part certificate of title subject to a Covenant under section 22 of Queen Elizabeth the Second National Trust Act 1977 registered as 651066. As shown on S.O. 24691;

“**Te Rūnanga**” means Te Rūnanga o Ngāi Tahu as established by Te Rūnanga o Ngāi Tahu Act 1996.

2. Te Rūnanga agrees to assume all of the Crown’s liabilities and obligations (except for the obligation set out in clause 6 of the Agreement for Sale and Purchase) pursuant to, and become the principal obligor under, the Agreement for Sale and Purchase.
3. Te Rūnanga agrees to indemnify the Crown against all claims, expenses, costs and demands that at any time are made against or suffered by the Crown as a result of any breach of Te Rūnanga of its obligations under the Agreement for Sale and Purchase.

**EXECUTED** as a deed.



**SIGNED** by the **MINISTER IN CHARGE OF TREATY OF WAITANGI NEGOTIATIONS**

in the presence of:

Signature:

Name of Witness:

Address:

Occupation:

**THE COMMON SEAL of  
TE RŪNANGA O NGĀI TAHU**  
was affixed in the presence of:

)  
)  
)  
)

\_\_\_\_\_

Rūnanga Representative

\_\_\_\_\_

Secretary

in the presence of:

*Signature*

\_\_\_\_\_

*Name of Witness*

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Address*

\_\_\_\_\_

*Occupation*



**SCHEDULE 3****Ōmihi/Goose Bay : Legal Description***(Clause 5.7)*

All that land situated in Marlborough Land District, Kaikoura District, comprising—

- (a) 6.0685 hectares, more or less, being Sections 8, 9, 14, 15, 16 and 17, Block X, Sections 4, 10 and 11, Block XI and Part Section 11, Block XV, Hundalee Survey District (S.O. 1466, 4277, 5871 and 6117). Part *Gazette* 1984, page 5468:
- (b) 70 square metres, more or less, being Section 1 (S.O. 6954). All Certificate of Title 4D/1306;
- (c) 4210 square metres, more or less, being Section 19, Block XI, Hundalee Survey District.

As shown on Allocation Plans MS 27/1 (S.O. 7312), MS 27/2 (S.O. 7339), and MS 27/3 (S.O. 7330).



ARW

**SCHEDULE 4****Appointments to Conservation Boards***(Clause 6.2)***12.9.2 Conservation Boards wholly within Ngāi Tahu Claim Area**

The Crown agrees that the Settlement Legislation will provide for an amendment to section 6P of the Conservation Act 1987 to provide:

- (a) that each of the Conservation Boards established pursuant to section 6L of the Conservation Act 1987 whose jurisdiction is wholly contained within the Ngāi Tahu Claim Area, (being at present the North Canterbury Conservation Board, West Coast Conservation Board, Aoraki Conservation Board, Otago Conservation Board and Southland Conservation Board) will consist of not more than 12 persons being not more than 10 persons appointed under section 6P(2), and at least 2 persons appointed by the Minister of Conservation on the nomination of Te Rūnanga, with effect from no later than 1 December 1999; and
- (b) for an exemption for such appointment from the provisions of sections 6P(2) and (4) of the Conservation Act 1987.

**12.9.2A Canterbury Conservation Boards**

The Crown agrees that, as the North Canterbury Conservation Board and the Aoraki Conservation Board have been replaced by one Conservation Board whose jurisdiction covers all of the areas within the jurisdiction of those two Conservation Boards:

- (a) Te Rūnanga may nominate up to 3 persons and the Minister of Conservation will appoint those persons to the new Conservation Board, with effect from no later than 1 December 1999;
- (b) Te Rūnanga may nominate 1 additional person to be appointed by the Minister of Conservation to the new Conservation Board for a term of 3 years, and the Minister of Conservation will appoint that person to the new Conservation Board with effect from no later than 1 December 1999;
- (c) in the event that the person appointed pursuant to *clause 12.9.2A(b)* retires before the expiry of the 3 year term, Te Rūnanga may nominate another person to be appointed by the Minister of Conservation for the remainder of the 3 year term, and the Minister of Conservation will appoint that person accordingly; and

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- (d) at the expiry of the term of appointment of the person or persons appointed under *clauses 12.9.2A(b) or (c)*, and at any time thereafter that he or she considers appropriate, the Minister of Conservation will write to the new Conservation Board recommending that, in recognition of the significant implications of the Settlement for the Conservation Board, the Conservation Board co-opt an additional member to the Conservation Board on the nomination of Te Rūnanga, pursuant to the Conservation Board's co-option powers under section 6Q of the Conservation Act 1987.

### 12.9.3 Conservation Boards Partly Within Ngāi Tahu Claim Area

The Crown agrees that the Settlement Legislation will provide for an amendment to section 6P of the Conservation Act 1987 to provide:

- (a) that each of the Conservation Boards established pursuant to section 6L of the Conservation Act 1987 whose jurisdiction is partly contained within the Ngāi Tahu Claim Area (being at present the Nelson Conservation Board and the Marlborough Conservation Board) will consist of not more than 12 persons, being not more than 11 persons appointed under section 6P(2), and at least 1 person appointed by the Minister of Conservation on the nomination of Te Rūnanga, with effect from no later than 1 December 1999; and
- (b) for an exemption for such appointment from the provisions of sections 6P(2) and (4) of the Conservation Act 1987.

### 12.9.3A Nelson/Marlborough Conservation Boards

The Crown agrees that, as the Nelson Conservation Board and the Marlborough Conservation Board have been replaced by one Conservation Board whose jurisdiction covers all of the areas within the jurisdiction of those two Conservation Boards, being areas partly within the Ngāi Tahu Claim Area:

- (a) Te Rūnanga may nominate 1 additional person to be appointed by the Minister of Conservation to the new Conservation Board for a term of 3 years, and the Minister of Conservation will appoint that person to the new Conservation Board, with effect from no later than 1 December 1999;
- (b) in the event that the person appointed pursuant to *clause 12.9.3A(a)* retires before the expiry of the 3 year term, Te Rūnanga may nominate another person to be appointed by the Minister of Conservation for the remainder of the 3 year term, and the Minister of Conservation will appoint that person accordingly; and
- (c) at the expiry of the term of appointment of the person or persons appointed under *clauses 12.9.3A(a) or (b)*, and at any time thereafter that he or she

## DEED TO AMEND DEED OF SETTLEMENT

considers appropriate, the Minister of Conservation will write to the Conservation Board recommending that, in recognition of the significant implications of the Settlement for the Conservation Board, the Conservation Board co-opt an additional member to the Conservation Board on the nomination of Te Rūnanga, pursuant to the Conservation Board's co-option powers under section 6Q of the Conservation Act 1987.

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**SCHEDULE 5****Waitaiki Historic Reserve***(Clause 7.2)*

DEED OF SETTLEMENT: ATTACHMENT 13.2

13.2-1

**LIST OF HUTS, BRIDGES AND TRACKS WITHIN THE WAITAIKI HISTORIC RESERVE****LIST OF HUTS, BRIDGES AND TRACKS WITHIN THE  
WAITAIKI HISTORIC RESERVE***(Attachment 13.1)*

<b>HUTS</b>	<b>BRIDGES</b>	<b>TRACKS</b>
Harman Hut (1)	Harman Swing Bridge (9)	Arahura Valley Track (13)
Mudflats Hut (2)	Mudflats Swing Bridge (10)	Newton Creek Track (14)
Lower Arapura Hut (3)	Newton Creek Swing Bridge (11)	Arahura – Styx Saddle Track (15)
Top Olderog Bivouac (4)	Olderog Swing Bridge (12)	Olderog/Jade Creek Access Track (overgrown) (16)
Lower Olderog Bivouac (5)		Newton Range Track (overgrown) (17)
Newton Creek Hut (6)		
Campbell Range Bivouac (7)		
Newton Range Bivouac (8)		



**SCHEDULE 6****Replacement Attachment 14.7***(Clause 8.3)*

DEED OF SETTLEMENT: ATTACHMENT 14.7

14.7.1

NGĀ WHENUA RĀHUI KAWENATA OVER ARAWHATA SITE (NO. 2)

**NGĀ WHENUA RĀHUI KAWENATA OVER ARAWHATA SITE (NO. 2)***(Clause 14.14.5(c))***NGĀ WHENUA RĀHUI KAWENATA - ARAWHATA SITE (NO. 2)****(Section 77A Reserves Act 1977)**THIS DEED made the \_\_\_\_\_ day of \_\_\_\_\_ 199BETWEEN THE ANCILLARY CLAIMS TRUSTEES [*names of initial trustees to be inserted here*] on behalf of the Beneficial Owners ("the Landowners")AND THE MINISTER OF CONSERVATION ("the Minister").WHEREAS

- A. The Landowners are the registered proprietors of the land described in Schedule B ("the land") and shown on the attached map.
- B. The Minister is satisfied that the land should be managed so as to preserve and protect the natural environment, wildlife habitat, or historical value of the land and the spiritual and cultural values which tāngata whenua associate with the land.
- C. The Minister and the Landowners have agreed to execute a Ngā Whenua Rāhui Kawenata ("the Kawenata") to provide for the management of the land in a manner that will achieve the purposes described in recital B above.
- D. The parties have agreed that the land be managed with the following objectives:
- (i) protecting and enhancing the natural character of the land with particular regard to the indigenous native flora and fauna, their diverse

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communities and their interactions with the environment that supports them;

- (ii) protecting the land as an area representative of a significant part of the natural ecological character of its ecological district;
- (iii) protecting and enhancing the cultural and spiritual values associated with the land and its related water bodies;
- (iv) embodying the principles of a working relationship between the Crown and the tangata whenua emphasising the manawhenua of the Landowner;
- (v) protecting the historic, archaeological and educational values associated with the land and its related water bodies; and
- (vi) providing for the Landowners' and, subject to clause 2, public's enjoyment of the land to the extent consistent with the above objectives.

E. The Kawenata is entered into by the parties in pursuance of the Deed of Settlement between Her Majesty the Queen and Te Rūnanga o Ngāi Tahu .

NOW THEREFORE, THE MINISTER AND THE LANDOWNERS, pursuant to section 77A of the Reserves Act 1977, agree that land shall be managed in accordance with the terms and conditions set out in this Deed so as to achieve the purposes and objectives listed in recitals B and D above:

### CONDITIONS

#### **1 MANAGEMENT OBLIGATIONS**

- 1.1 The Landowners shall manage and protect any scenic, historic, archaeological, spiritual, cultural, biological, and geological features present on the land in accordance with the objectives set out in this Deed. Its soil, water and forest conservation values shall be maintained by the Landowner to the extent compatible with the objectives set out in this Kawenata.
- 1.2 The Landowners shall not permit stock to graze the land nor pass through the land unless the area to be grazed or the passage way is adequately fenced. Subject to clause 4 the Landowners shall maintain all boundary and internal fences on the land in a good and stockproof condition in order to facilitate proper protection for the land.
- 1.3 The Landowners shall, so far as is practicable:

- (a) keep the land free from plant pests;
- (b) keep the land free from exotic plant and tree species;
- (c) keep the land free from any animal pests and wild animals; and
- (d) keep the land free from rubbish or other unsightly or offensive material,

HOWEVER, the Landowners may request assistance from the Minister (who may assist them in his or her discretion) in meeting these obligations if they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Deed, or as otherwise agreed under clause 4.

1.4. Unless required to do so pursuant to statute, neither the Landowners nor the Minister shall carry out or allow to be carried out without the prior approval of the other party to this Deed:

- (a) the taking of any native plants, shrubs, trees or animals PROVIDED that the Landowners may authorise the removal of certain native plants, shrubs and plant material from the land for traditional Māori purposes on a sustainable basis.
- (b) any burning, topdressing or the sowing of exotic seed on the land;
- (c) any significant cultivation, earthworks or other soil disturbance on the land;
- (d) any replanting programme on the land except the planting of indigenous species characteristic of the district in which the land is situated;
- (e) the erection of any fence, building, structure or other improvements on the land; and
- (f) any activity on the balance of the Landowners' land which will adversely affect the land or the objectives of this Deed.

1.5 The Minister shall have regard to the objectives of this Deed when considering any request for approval under this clause and shall not unreasonably decline approval.

1.6 The Landowners shall be responsible for protection of wāhi tapu and other sites of particular cultural importance to the tāngata whenua on the land, excepting that the Minister may if requested provide practical assistance where necessary and reasonable.

**2 PUBLIC ACCESS**

- 2.1 The Landowners may permit members of the public access to and entry on the land for purposes consistent with the objectives of this Deed on first being given reasonable notice. Such access and entry may be on such reasonable conditions as the Landowners may specify, however consent will not be unreasonably withheld. The Landowners may decline access and/or entry where closure is reasonably required for the conservation of natural or historic values or the spiritual or cultural values which Māori associate with the land, or for public safety or emergency.
- 2.2 Public access will be via the marginal strip or from the adjacent Conservation Land only.

**3 ACCESS FOR MINISTER**

- 3.1 The Landowners grant to the Minister and any officer or duly authorised agent of the Minister a right of access on to the land for the purposes of examining and recording the condition of the land or for carrying out protection or maintenance work on the land consistent with the objectives set out in this Deed. In exercising this right, the Minister and officers or agents of the Minister shall consult with the Landowners in advance and have regard to the views of the Landowners.

**4 PAYMENT OF COSTS/PROVISION OF ADVICE OR ASSISTANCE**

- 4.1 The Minister may in the Minister's discretion pay to the Landowners a proportionate share of the following:
- (a) the cost of new fences or the repair and maintenance of existing fences upon the land if such work has first been approved by the Minister; and
  - (b) the cost of a programme for the eradication or control of plants, pests or exotic tree species or animal pests or wild animals under clause 1.4(a), (b) or (c) if such programme has first been approved by the Minister.
- 4.2 The proportionate share payable by the Minister under this clause shall be calculated having regard to the purpose of any expenditure, with the intent that:
- (a) expenditure essentially for conservation purposes only shall be borne by the Minister; and
  - (b) where the expenditure is partly for the purposes of conservation and partly for farming purposes then the expenditure shall be borne by the parties equally or in such other proportion as they may agree and failing



agreement as may be determined by mediation or arbitration as provided for under clause 8,

PROVIDED ALWAYS if such expenditure is required as a result of the negligence or default of the Landowners or the Minister, or their respective agents, servants, contractors or workmen then the Landowners or the Minister shall be liable for the expenditure to the extent necessary to remedy such negligence or default.

4.3. The Minister may:

- (a) provide to the Landowners from time to time, and at any time upon request by the Landowners, such technical advice or assistance as may be necessary or desirable to assist in meeting the objectives set out in this Deed; and
- (b) prepare, in consultation with the Landowners, a joint plan for the management of the land designed to implement the objectives of this Deed to the mutual satisfaction of the parties.

## 5 REVIEW OF KAWENATA

- 5.1 The covenants contained in this Deed shall bind the Minister and the Landowners' successors and assigns and shall bind any lessee for the term of any lease and, subject to the terms of any review in terms of this clause, are intended to continue in perpetuity.
- 5.2 The Landowners and the Minister, while recognising their mutual intention that this Deed shall continue in perpetuity, shall review the objectives, conditions and continuance of this Deed at successive intervals of twenty-five (25) years from the date of execution.
- 5.3 On any review of this Deed the parties may mutually agree to vary any clause or clauses in this Deed except this clause 5.
- 5.4 The parties agree that in reviewing the objectives, conditions and continuance of this Deed under clause 5.2, the Minister shall have regard to the manawhenua of the Landowners.
- 5.5 The parties agree that the Deed may not be terminated except with the agreement of both parties.

## 6 MISCELLANEOUS

- 6.1 For the avoidance of doubt:



- (a) only if the Landowners first ensure that, in the case of a lessee, or in the case of a purchaser of the land or transferor or other successor-in-title to the land entering into a Deed to abide by the terms of this Deed will the Landowners not be personally liable in damages for any breach of covenant committed after the Landowners have parted with all interest in the land in respect of which such a breach occurs;
- (b) where there is more than one owner of the leasehold of, or fee simple title to, the land, the covenants contained in this Deed shall bind each owner jointly and severally;
- (c) where the Landowners are a company the covenants contained in this Deed shall bind a receiver, liquidator, statutory manager or statutory receiver. Where the Landowners are a natural person this Deed shall bind the Official Assignee. In either case this Deed binds a mortgagee in possession; and
- (d) the reference to any Act in this Deed extends to and includes any amendment to, or re-enactment or consolidation of that Act, or any Act passed in substitution for that Act;

## **7 NOTICE**

- 7.1 Any notice required to be given to the Landowners in terms of this Deed shall be sufficiently given if made in writing and served as provided in section 152 of the Property Law Act 1952 and shall be sufficiently given if sent by post or delivered to the residential address of the Landowners or the Landowners' solicitor.
- 7.2 Any notice required to be given by the Minister shall be sufficiently given if it is signed by the Manager, Forest Funds, Department of Conservation. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for the time being of the Director-General, Attention: Manager Forest Funds, Department of Conservation.

## **8 DISPUTE RESOLUTION**

- 8.1 Any dispute which arises between the Landowners and the Minister in any way relating to this Deed may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1996.

Handwritten signature or initials, possibly 'DAN', written in black ink.

DEED TO AMEND DEED OF SETTLEMENT

**SCHEDULE B**

**'THE LAND'**

All that land situated in Westland Land District, Westland District comprising:

- (a) 5.5200 hectares, approximately, being Part of Reserve 1692; and
- (b) 1505 square metres, approximately, being Section 1 (S.O.12284); and
- (c) 3.6500 hectares, approximately, being Part Reserve 1692.

Subject to survey, as shown on Allocation Plan A 206 (S.O. 12589)

Executed this          day of                  19

SIGNED for    )  
 )  
 )  
 )  
 )  
 )  
 )  
 in the presence of:    )

Witness:

Occupation:

Address:

SIGNED by the **MINISTER OF**    )  
**CONSERVATION** in the presence of:    )

Witness:

Occupation:

Address:

A handwritten signature, appearing to be "Blw", next to a hand-drawn triangle with a vertical line extending from the top vertex to the base, possibly representing a specific land area or a logo.

**SCHEDULE 7****Typographical Corrections***(Clause 11.1)*

#	Clause Reference	Existing provision	Correction
1	4.6 of Attachment 3.1	Reference to "Aoraki National Park"	Change to "Aoraki/Mount Cook National Park"
2	47(2) of Attachment 9.1	Reference to "more favourable"	Change to "not more favourable"
3	52(2) of Attachment 9.1	Reference to "offer to"	Change to "agreement with"
4	Header of Attachments 9.2 – 9.8	Reference to "GRANT OR RIGHT OF FIRST REFUSAL"	Change to "GRANT OF RIGHT OF FIRST REFUSAL"
5	Pages 25 – 26 of Attachment 9.3	Page numbers "10.3-25" and "10.3-26"	Change to "9.3-25" and "9.3-26"
6	Header of pages 25 – 26 of Attachment 9.3	Reference to "Attachment 10.3"	Change to "Attachment 9.3"
7	11.3.2(b)	Reference to "Kaikōura Peninsula"	Change to "South Bay/Kaikōura Peninsula"
8	11.3.6(b)	Reference to "South Bay/Kaikōura"	Change to "South Bay/Kaikōura Peninsula"



## DEED TO AMEND DEED OF SETTLEMENT

9	Heading of Part D of Attachment 11.39	Reference to “(Clause 11.8.14(a))”	Change to “(Clause 11.8.13(a))”
10	12.2.15	Reference to “(Otago Land District)”	Change to “(Otago Land District)”
11	Header of Attachments 14.6 – 14.7	Reference to “NGĀ WHENUA KAWENATA”	Change to “NGĀ WHENUA RĀHUI KAWENATA”
12	13.6.2	References to “conservation (stewardship) area”	Change to “conservation area”
13	14.6.3(c)	Reference to “A Greymouth Property”	Delete and add “the Māwhera Chambers and the Greymouth Railway Land”
14	14.6.19	Reference to “clause 143.6.4”	Change to “clause 14.6.4”
15	14.15.2(a)	(iii) Reference to “Ancillary Claims Trustee”	Change to “Ancillary Claims Trustees”
16	14.27.15(e)	Reference to “clause 14.27.15(b)”	Change to “clause 14.27.15(c)”
17	15.8.9	Reference to “conservation (stewardship) area”	Change to “conservation area”
18	15.11.3(d) – (f)	References to “ <i>clause 15.11.3(e)</i> ”	Change to “ <i>clause 15.11.3(c)</i> ”
		[Others as required]	





**SCHEDULE 8****New and Replacement Maps***(Clause 12)*

Site	Number	SO number	Supercedes
Tititea (Mt Aspiring)	MS 2	SO 12475 (Westland Survey District) and SO 24665 (Otago Survey District)	SO 24665 as signed on 21 November 1997
Tutuko	MS 3	SO 24747 (Otago Land District) and SO 12231 (Southland Land District)	SO 12231 as signed on 21 November 1997
Ōmihi/Goose Bay	MS 27/1	SO 7312	SO 7312 as signed on 21 November 1997
Ōmihi/Goose Bay	MS 27/2	SO 7339	SO 7313
Ōmihi/Goose Bay	MS 27/3	SO 7330	
Arawhata 1 & 2	A 206	SO 12589	SO 12495
Muriwai (Coopers Lagoon)	MS 219	SO 19941	SO 19866
Burwood Plantation	C 230	SO 20010	C 6
Isle Street, Queenstown	C 270	SO 24799	C 3
Fenton Entitlements	A 421, 422, 423 & 424	SO 19874, Sheet 1 of 3	SO 19874

## DEED TO AMEND DEED OF SETTLEMENT

Fenton Entitlements – Torotoroa, Waimaiaia	A 421 & 422	SO 19874, Sheet 2 of 3	SO 19874
Fenton Entitlements – Taerutu, Te Aka Aka	A 423 & 424	SO 19874, Sheet 3 of 3	SO 19874
Arahura Valley	SS 429/3	SO 12544	SO 12506, Sheet 3
Arahura Valley  Proposed Waitaiki Historic Reserve	SS 429/5	SO 12542	SO 12506, Sheet 5
Whakapohai River	AS 493	SO 12543	SO 12502
Okahu	A 496	SO 12590	SO 12509
Ngāi Tahu Claim Area Definition	NT 504	SO 19900	NT 504 as signed on 21 November 1997
South Island Fisheries Waters	NT 506	SO 19902	NT 506 as signed on 21 November 1997
Coastal Marine Area	NT 507	SO 19903	NT 507 as signed on 21 November 1997
Waitaki River – Ferry Road	MN 527	SO 24800	
Elfin Bay & Greenstone Stations	HC 514	SO 12276 (Southland Land District) and SO 24802 (Otago Land District)	HC 514
Conservation Area – Lake McKellar	HC 528	SO 12277 (Southland Land District) and SO 24801 (Otago Land District)	