

**NGATIKAHU KI WHANGAROA**

**and**

**KAHUKURAARIKI TRUST**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:  
PROPERTY REDRESS**

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## 1 DISCLOSURE INFORMATION AND WARRANTY

### DISCLOSURE INFORMATION

- 1.1 The Crown has provided information to the mandated body about the cultural redress properties, by the Office of Treaty Settlements in April and May 2015.

### WARRANTY

- 1.2 In this deed, unless the context otherwise requires, –
- 1.2.1 **acquired property** means each cultural redress property; and
  - 1.2.2 **disclosure information**, in relation to an acquired property, means the information given by the Crown about the property referred to in paragraph 1.1.
- 1.3 The Crown warrants to the governance entity that the Crown has given to the mandated body in its disclosure information about an acquired property all material information that, to the best of the land holding agency's knowledge, is in the agency's records about the property (including its encumbrances), at the date of providing that information, –
- 1.3.1 having inspected the agency's records; but
  - 1.3.2 not having made enquiries beyond the agency's records; and
  - 1.3.3 in particular, not having undertaken a physical inspection of the property.

### WARRANTY LIMITS

- 1.4 Other than under paragraph 1.3, the Crown does not give any representation or warranty, whether express or implied, and does not accept any responsibility, with respect to –
- 1.4.1 an acquired property, including in relation to –
    - (a) its state, condition, fitness for use, occupation, or management; or
    - (b) its compliance with –
      - (i) legislation, including bylaws; or
      - (ii) any enforcement or other notice, requisition, or proceedings; or
  - 1.4.2 the disclosure information about an acquired property, including in relation to its completeness or accuracy.
- 1.5 The Crown has no liability in relation to the state or condition of an acquired property, except for any liability arising as a result of a breach of paragraph 1.3.

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1. DISCLOSURE INFORMATION AND WARRANTY

**INSPECTION**

1.6 Although the Crown is not giving any representation or warranty in relation to an acquired property, other than under paragraph 1.3, the governance entity acknowledges that it could, before the date of this deed, –

1.6.1 inspect the property and determine its state and condition; and

1.6.2 consider the disclosure information in relation to it.

## 2 VESTING OF CULTURAL REDRESS PROPERTIES

### SAME MANAGEMENT REGIME AND CONDITION

- 2.1 Until the settlement date, the Crown must –
- 2.1.1 continue to manage and administer each cultural redress property in accordance with its existing practices for the property; and
  - 2.1.2 maintain each cultural redress property in substantially the same condition that it is in at the date of this deed.
- 2.2 Paragraph 2.1 does not –
- 2.2.1 apply to a cultural redress property that is not managed and administered by the Crown, including (without limitation) –
    - (a) Thomson Block; and
    - (b) Clarke Block; and
    - (c) Stony Creek Station; or
  - 2.2.2 require the Crown to restore or repair a cultural redress property damaged by an event beyond the Crown's control.

### ACCESS

- 2.3 The Crown is not required to enable access to a cultural redress property for the governance entity or members of Ngatikahu ki Whangaroa.

### COMPLETION OF REQUIRED DOCUMENTATION

- 2.4 Any documentation, required by the settlement documentation to be signed by the governance entity in relation to the vesting of a cultural redress property, must, on or before the settlement date, be –
- 2.4.1 provided by the Crown to the governance entity; and
  - 2.4.2 duly signed and returned by the governance entity.

### SURVEY AND REGISTRATION

- 2.5 The Crown must arrange, and pay for, –
- 2.5.1 the preparation, approval, and where applicable the deposit, of a cadastral survey dataset of a cultural redress property to the extent it is required to enable the issue, under the settlement legislation, of a computer freehold register for the property; and
  - 2.5.2 the registration of any document required in relation to the vesting under the settlement legislation of a cultural redress property in the governance entity.

### 3 NOTICE IN RELATION TO CULTURAL REDRESS PROPERTIES

- 3.1 If this schedule requires the governance entity to give notice to the Crown in relation to or in connection with a cultural redress property, the governance entity must give the notice in accordance with part 4 of the general matters schedule, except the notice must be addressed to the land holding agency for the property at its address or facsimile number provided –
- 3.1.1 in paragraph 3.2; or
- 3.1.2 if the land holding agency has given notice to the governance entity of a new address or facsimile number, in the most recent notice of a change of address or facsimile number.
- 3.2 Until any other address or facsimile number of a land holding agency is given by notice to the governance entity, the address of each land holding agency is as follows for the purposes of giving notice to that agency in accordance with this part.

Land holding agency	Address and facsimile number
Department of Conservation	Conservation House - Whare Kaupapa Atawhai 18-32 Manners Street PO Box 10420 Wellington <b>Fax:</b> +64 4 381 3057
Land Information New Zealand	<b>Physical address:</b> Level 7, Radio New Zealand House 155 The Terrace Wellington <b>Postal Address:</b> PO Box 5501 Lambton Quay Wellington 6145 <b>Fax:</b> +64 4 494 9801
Office of Treaty Settlements (Ministry of Justice)	Level 3, The Justice Centre 19 Aitken Street DX SX10111 Wellington <b>Fax:</b> +64 4 494 9801

## 4 DEFINITIONS

- 4.1 In this schedule, unless the context otherwise requires, **party** means each of the governance entity and the Crown.
- 4.2 In this deed, unless the context otherwise requires –
- acquired property** has the meaning given to it by paragraph 1.2.1; and
- disclosure information** has the meaning given to it by paragraph 1.2.2.