

RANGITĀNE O WAIRAU

and

RANGITĀNE O WAIRAU SETTLEMENT TRUST

and

THE CROWN

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

4 December 2010

PURPOSE OF THIS DEED

This deed:

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Rangitāne o Wairau (**Rangitāne**) and breached the Treaty of Waitangi and its principles;
- provides an acknowledgment by the Crown of the Treaty breaches and an apology;
- settles the historical claims of Rangitāne;
- specifies the cultural redress, and the financial and commercial redress, that is to be provided in settlement to the Rangitāne o Wairau Settlement Trust, that has been approved by Rangitāne as the governance entity to receive the redress;
- includes definitions of:
 - the historical claims; and
 - Rangitāne;
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

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DEED OF SETTLEMENT

THIS DEED is made between

RANGITĀNE

and

RANGITĀNE O WAIRAU SETTLEMENT TRUST

and

THE CROWN

1 BACKGROUND

NEGOTIATIONS

- 1.1 Rangitāne gave the mandated negotiator a mandate to negotiate a deed of settlement with the Crown and submitted a deed of mandate to the Crown in June 2005.
- 1.2 The Crown recognised the mandate on 23 November 2005.
- 1.3 The mandated negotiator and the Crown:
 - 1.3.1 by terms of negotiation dated 23 June 2006, agreed the scope, objectives, and general procedures for the negotiations;
 - 1.3.2 by Letter of Agreement, dated 11 February 2009, signed by Judith MacDonald, Richard Bradley and Jeffery Hynes on behalf of Rangitāne, agreed, in principle, that Rangitāne and the Crown were willing to enter into a deed of settlement on the basis set out in the Letter of Agreement; and
 - 1.3.3 since the Letter of Agreement, have:
 - (a) had extensive negotiations conducted in good faith; and
 - (b) negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

- 1.4 Rangitāne have, since the initialling of the deed of settlement, by a majority of:
 - 1.4.1 98%, ratified this deed and approved its signing on their behalf by the governance entity; and
 - 1.4.2 97%, approved the governance entity to receive the redress.
- 1.5 Each majority referred to in clause 1.4 is of valid votes cast in a ballot by eligible members of Rangitāne.
- 1.6 The governance entity approved entering into, and complying with, this deed by resolution of trustees on 22 October 2010.
- 1.7 The Crown is satisfied:
 - 1.7.1 with the ratification and approvals of Rangitāne referred to in clauses 1.4.1 and 1.4.2;
 - 1.7.2 with the governance entity's approval referred to in clause 1.6; and
 - 1.7.3 with the governance entity being appropriate to receive the redress.

RANGITĀNE DEED OF SETTLEMENT

1: BACKGROUND

- 1.8 The ratification process referred to in clauses 1.4 to 1.7, as it relates to the draft settlement bill, covers only:
- 1.8.1 those parts of the draft settlement bill that relate specifically to Rangitāne; and
 - 1.8.2 those general parts of the draft settlement bill that apply to Rangitāne.

AGREEMENT

- 1.9 Therefore, the parties:
- 1.9.1 in a spirit of co-operation and compromise, wish to enter, in good faith, into this deed, settling the historical claims; and
 - 1.9.2 agree and acknowledge as provided in this deed.

MEMORANDUM OF UNDERSTANDING

- 1.10 The Crown acknowledges that a memorandum of understanding has been agreed and is to be signed between Kati Kurī of Ngāi Tahu and Ngāti Huataki of Rangitāne. The memorandum contains specific agreements between those parties to jointly explore options for the transfer of ownership of certain sites, to such bodies and on such terms as are agreeable to those parties.

2 HISTORICAL ACCOUNT

- 2.1 The Crown's acknowledgements and apology to Rangitāne are based on this historical account.

RANGITĀNE BEFORE 1840

- 2.2 Rangitāne have resided in the northern South Island for many generations since the arrival of their tupuna Te Huataki in the sixteenth century. Rangitāne have close whakapapa connections with other Kurahaupō iwi (Ngāti Apa ki te Rā Tō and Ngāti Kuia). Rangitāne established themselves as tangata whenua through conquest, intermarriage and assimilation with the tribes they found residing in the district. The maunga and awa in the region are the source of stories and whakatauki and in some cases embody their tupuna.
- 2.3 Rangitāne occupied and used resources within a territory stretching from the Waiau-toa (Clarence) River in the south to the Wairau (Marlborough), including the Nelson Lakes, and north to Kaituna and the Marlborough Sounds and west into the Whakatu (Nelson) area. Rangitāne customary rights often overlapped and intersected with Kurahaupō and other iwi, especially in the Waiau-toa, Nelson Lakes, Marlborough Sounds and Whakatu districts. Non-exclusive and shared occupation and use rights in these areas were governed by whakapapa connections and customary protocols between the iwi.
- 2.4 Rangitāne communities were linked by a well-used system of trails across the interior, which also formed conduits for trade and means of contact with other iwi. Trade goods included pounamu (greenstone) and pakohe (argillite). The Nelson Lakes formed the hub of this extensive network of trails which connected Rangitāne with other tribal communities in Te Hoiere, Te Tai Aorere (Tasman Bay), Mohua (Golden Bay), Te Tai Tapu (the northern West Coast) and Kawatiri (Westport).
- 2.5 In the 1820s an alliance of musket-armed North Island iwi invaded the northern South Island. Rangitāne (and the other Kurahaupō iwi) were defeated in a series of battles, and the northern iwi subsequently strengthened their rights through occupation. In Māori society defeat in battle did not result in the loss of all rights forever. Although they no longer had exclusive possession of all their territory and complete independence of action Rangitāne continued to live on the land, retained their tribal structures and chiefly lines, and maintained their ancestral connections with the whenua. There was also opportunity for the recovery of status and the revival of rights as British rule began to take effect after 1840. The British later found that the Rangitāne chief Ihaia Kaikoura sought recognition of Rangitāne rights and autonomy. In 1840 Ihaia Kaikoura (and other northern chiefs) signed the Treaty of Waitangi at Horahora-kākahu Island in Port Underwood.

INVESTIGATION OF THE PRE-TREATY NEW ZEALAND COMPANY PURCHASES

- 2.6 The first significant European attempt to buy land in the northern South Island took place in 1839. A private British land settlement company, the New Zealand Company, entered into two transactions with northern iwi that purported to include the entire northern South Island. Rangitāne were not consulted by the New Zealand Company.
- 2.7 In early 1840, the Crown resolved that all land transactions carried out prior to 14 January 1840 would be investigated by a Land Claims Commission. If the

RANGITĀNE DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

transactions were deemed to be fair and equitable the Crown would grant land to the purchaser. If not, the land would revert to Māori.

- 2.8 In November 1840 the British Government and the Company reached agreement whereby the Company would surrender all its land claims to the Government. In return the Government would grant the Company four acres of land for every pound spent. Despite this agreement, the British Government still expected the Land Claims Commission to inquire into the equity of the Company's claims.
- 2.9 The first Company settlers arrived in Whakatu (Nelson) in early 1842 and began taking up land. This created pressure on the Crown to resolve the Company's land claims. Land Claims Commissioner William Spain sent his interpreter, Edward Meurant, to the northern South Island to ascertain the views of Māori about the Company deeds affecting their lands. Meurant does not appear to have consulted Rangitāne.
- 2.10 Spain commenced his Nelson hearings in August 1844 but suspended the inquiry after two days and hearing only one Māori witness when the Company asked for an arbitration process that had been used in other areas. Spain did not take evidence from Rangitāne representatives although they were present in Nelson at this time. As a result of this arbitration an additional payment was made by the Company to the North Island iwi resident in the northern South Island. Rangitāne were not involved in arbitration with the Company and did not directly receive a share of the payment. Spain subsequently recommended an award to the Company of 151,000 acres.

TENTHS RESERVES

- 2.11 The New Zealand Company's original scheme for European settlement provided that one tenth of all land sold to settlers would be reserved for the Māori vendors. Commissioner Spain recommended that tenths reserves be set aside within the area the Company received. From the 1840s funds accruing from leasing the Tenth reserves were devoted to a broad range of Māori purposes.
- 2.12 The ownership of the Nelson tenths reserves was determined by the Native Land Court in 1892. Meihana Kereopa provided the main evidence on behalf of Rangitāne and the other Kurahaupō tribes. He told the Court that the iwi had remained in occupation of land in Tasman Bay and Whakatu. The Court based its decision on the view that rights of conquest as at 1840 - supported by occupation - were sufficient proof of exclusive ownership. Rangitāne (and the other Kurahaupō iwi) did not accept that this judgment was correct. As a result of this determination Rangitāne and other Kurahaupō people were excluded from the income and other benefits derived from the Nelson tenths reserves. In 1977 the remaining tenths reserves were vested in the Wakatu Incorporation. Rangitāne and other Kurahaupō iwi continued to be excluded as beneficiaries.

CROWN PURCHASING AND THE TE WAIPOUNAMU PURCHASE

- 2.13 Between 1847 and 1856 the Crown set out to extinguish remaining Māori interests in the northern South Island through a series of further purchases. In 1847 Governor Grey purchased the Wairau from three North Island chiefs whose primary residence was Porirua. Prior to this sale the Governor had been informed by Surveyor-General Charles Ligar that these three chiefs and many others had claims in the district. The Crown did not try to identify the other right-holders before Governor Grey effected the 1847 purchase. As a result Rangitāne were not a party to the transaction.

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2: HISTORICAL ACCOUNT

- 2.14 In August 1853 the Te Waipounamu deed was signed at Porirua. This purported to purchase all of the unsold Māori land in the northern South Island. The deed provided for £5,000 to be paid to all Māori with remaining interests in the region. Rangitāne were not signatories to this deed. However, the deed identified Rangitāne as 'conjoint' owners of land in the northern South Island, and they were entitled to a share of the purchase money. It was intended at this time that Donald McLean, a Crown land purchase agent, would travel to the northern South Island in January 1854 to pay Rangitāne and other resident Māori a share of the purchase money.
- 2.15 However McLean did not travel to the northern South Island as planned. In November 1854 two government surveyors were sent to lay off reserves for resident Māori. They reported that Rangitāne of the Wairau were unhappy with the treatment they had received from the Crown and wanted to meet with McLean.
- 2.16 McLean did not travel to the northern South Island to meet with Rangitāne and other Wairau Māori until January 1856. At a meeting on 30 January with Wairau Māori Rangitāne first demanded £2,000, but then agreed to accept £100 with 'good reserves for themselves'. McLean subsequently recorded in his diary that an appropriate reserve in the Wairau comprised an extensive block of about 20 square miles (or around 13,400 acres) stretching from Robin Hood Bay to the mouth of the Wairau River. This included important mahinga kai (wild food) areas and land suitable for horticultural and agricultural purposes. McLean added that it would be 'unjust' and 'wrong' to 'stint' them in their reserve.
- 2.17 There was not a meeting of the minds between Rangitāne and the Crown on the matter of reserves. Rangitāne stated before the reserve was surveyed and afterwards that they understood the reserve would be for them alone. McLean, however, intended the reserve to be shared between Rangitāne and other iwi resident in the Wairau. Despite McLean writing in his diary that a reserve of around 13,000 acres would be appropriate, the reserves finally established in the Wairau were wholly inadequate. The two areas ultimately set aside comprised 960 acres at the Wairau and 2,161 acres at Pukatea (White's Bay).
- 2.18 McLean is also likely to have assured Rangitāne that they would derive significant collateral economic advantages from the growth of European settlement around them. Rangitāne believed that they would receive collateral benefits from participating in the transaction.
- 2.19 The Wairau reserve was flood-prone and contained only 50 acres of land suitable for cultivation. Pukatea was mostly steep land not suitable for agricultural or horticultural purposes. The inadequate size and nature of the reserves meant that Rangitāne were unable to effectively participate in the economic development of Marlborough and obtain the expected collateral economic advantages McLean is likely to have promised them. Instead Rangitāne became increasingly marginalised. Competition for scarce land resources also caused bitterness and division among the three iwi who shared the reserves.
- 2.20 The 1856 Rangitāne sale included all the rights and interests of the iwi from the Wairau River across the island to Arahura. Land south of the Wairau River was not sold by Rangitāne in 1856 and their rights and interests in this area have never been alienated.

THE NATIVE LAND COURT

- 2.21 In 1883 the Native Land Court investigated the ownership and awarded title to the Te Tai Tapu and Whakapuaka blocks, both of which had been excluded from earlier

Crown purchases. Rangitāne and the other Kurahaupō iwi were principally represented by Meihana Kereopa. In the Te Tai Tapu title investigation Meihana Kereopa and other Kurahaupō witnesses claimed a customary right based on ancestral connections and occupation. Other iwi claimed exclusive rights based on raupatu (conquest) and occupation. The Court decided that rights of conquest as at 1840 - supported by occupation - was sufficient proof of exclusive ownership, and the land was awarded to other iwi. The Court did not consider that Rangitāne (and the other Kurahaupō iwi) had revived their rights in the period after 1840.

- 2.22 Rangitāne and the other Kurahaupō iwi withdrew their claims to Wakapuaka during the hearing of that case. It is Rangitāne's view that their tupuna had concluded that the Court would not recognise their interests.
- 2.23 A large number of claims were also submitted to the Court in respect of lands which Rangitāne understood had not been included in the 1856 transaction. These were summarily dismissed by the Court on the basis that all these lands had been purchased by the Crown.
- 2.24 In 1889 the Native Land Court determined ownership of the Wairau and Pukatea reserves set aside in 1856. Rangitāne individuals were awarded 317 acres in the Wairau reserve and 685 acres in the Pukatea reserve. This fundamentally changed the nature of Rangitāne land ownership. The Court awarded rights to individuals rather than iwi or hapū collectives.

THE PUKATEA RESERVE

- 2.25 From 1866 the Pukatea reserve was leased by the Crown to a private individual under the Native Reserves Act 1856. Because of its isolation and poor quality it provided only a small return to the owners. In 1899 the Native Land Court partitioned the reserve into three blocks. Rangitāne were awarded Pukatea 1 (685 acres), and a one-third interest in Pukatea 3, a small fishing reserve. In 1910 Pukatea 1 was partitioned into three blocks. Between 1910 and 1928 these blocks were subject to further subdivision.
- 2.26 In the 1930s the Crown and local bodies became interested in creating a scenic and recreation reserve, including Māori land, at Pukatea. Agitation for the creation of a recreation reserve increased significantly in the 1950s. In 1952 the Crown approached the Māori owners seeking to buy the Pukatea land. Following several meetings Rangitāne and the other owners agreed to sell the majority of the Pukatea reserve. Rangitāne sold 600 acres of what had originally been Pukatea 1, and agreed to exchange their interests in Pukatea 3 for two small reserves at Grovetown and Picton.
- 2.27 By 1971 the ownership of the remaining two blocks of Rangitāne land at Pukatea had become heavily fragmented. Since all of the individual interests in the land were worth less than £25 they were deemed 'uneconomic' by the Māori Trustee, and were compulsorily acquired by the Trustee (under the Māori Affairs Act 1953) and sold. The larger of the two blocks was purchased by a Rangitāne individual.

THE WAIRAU RESERVE

- 2.28 The Wairau reserve was subject to frequent flooding. Rangitāne consequently found it almost impossible to make use of their Wairau land. During the twentieth century a number of *ad hoc* flood protection measures failed to protect the reserve. Rangitāne and other Wairau Māori sought assistance from the Government, and formed their own drainage board. This Wairau Māori Drainage Board was then amalgamated, in 1921, with the other authorities responsible for flood protection under the Wairau River Board.

Further protection measures implemented under this authority were ineffective, and floods continued to inundate the reserve during the 1920s.

- 2.29 In 1930 Rangitāne and other Wairau Māori requested that their reserve be included in a land development scheme under the control of the Department of Māori Affairs. The owners saw this as a means by which the flooding problems might be alleviated.
- 2.30 The Wairau reserve was gazetted as a development scheme in 1931. Flood protection works carried out under the scheme - the cost of which were a charge on the land - proved ineffective. A severe flood in late 1939 destroyed crops and flooded houses. There were also disagreements between Wairau Māori and officials over the administration and direction of the scheme.
- 2.31 In 1943, with nearly £8,000 having been expended on the scheme, Wairau Māori sought to resume control of at least part of the reserve. Crown officials informed them that the land would not be released from the scheme until the debt had been extinguished. Wairau reserve land was eventually released from the scheme between 1955 and 1970, when much of the debt was extinguished through the sale of stock and land that had been purchased by the Crown to augment the scheme. The reserve was still subject to serious flooding at least until 1960 - some 100 years after the problem first became evident.

SOUTH ISLAND LANDLESS NATIVES RESERVES (SILNA)

- 2.32 By the early 1880s it was clear to the Crown that its land purchases and the allocation of insufficient reserves had rendered many Māori in the northern South Island, including Rangitāne, virtually landless. An 1887 Commission of Inquiry into landless Marlborough Māori identified 61 Rangitāne as landless.
- 2.33 The Crown sought to ameliorate this problem by identifying available lands that could be allocated to landless Māori. By the end of the nineteenth century little good land was left in Crown ownership, and the Crown was not prepared to purchase good quality land for landless Māori. Consequently most of the land ultimately allocated was remote and unsuitable for cultivation.
- 2.34 In 1894 Rangitāne individuals were allocated land in Endeavour Inlet and Port Gore. By 1900 the isolated Port Gore and Endeavour Inlet blocks remained unoccupied. In 1905 remaining landless Māori in Marlborough (including Rangitāne) were allocated land on Stewart Island. However, the Stewart Island reserves were not surveyed by the Crown and Rangitāne were not given possession of the land. A later Commission of Inquiry described this process of providing land to landless Māori as a 'cruel hoax'.
- 2.35 In 1906 the South Island Landless Natives Act (SILNA) was passed to facilitate the provision of titles to those individuals identified as being landless. In 1910 and 1911 titles to the Port Gore and Endeavour Inlet reserves were issued to the owners, and by 1914 some Rangitāne owners had taken up occupation. However, the isolated, steep and bush-clad nature of the land made it difficult to develop and the lands granted did not significantly improve the position of landless Rangitāne.

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

3.1 The Crown acknowledges that it has failed to deal with the long-standing grievances of Rangitāne in an appropriate way and that recognition of these grievances is long overdue. The Crown further acknowledges that at relevant times it has failed to carry out an adequate inquiry into the nature and extent of Rangitāne customary rights and interests. This meant that the Crown failed to recognise or protect Rangitāne rights and interests to their full extent, and resulted in prejudice to the iwi. This was a breach of the Treaty of Waitangi and its principles.

3.2 The Crown acknowledges that:

3.2.1 the rapid shift of Commissioner Spain's hearing from investigation to arbitration denied Rangitāne an opportunity to present evidence on the New Zealand Company's claims; and

3.2.2 Rangitāne were not involved in the arbitration between Te Tau Ihu Māori and the New Zealand Company, did not directly receive any of the Company's compensation payment, and did not sign any of the deeds of release before the Crown granted the Company 151,000 acres.

The Crown's failure to investigate the customary rights of Rangitāne before granting land to the New Zealand Company meant that it failed to actively protect the interests of Rangitāne in those lands and was a breach of the Treaty of Waitangi and its principles.

3.3 The Crown failed to protect the interests of Rangitāne when it arranged the completion of the New Zealand Company's Nelson purchase and did not establish a process in a timely manner that ensured Rangitāne received the full consideration, including a share in the tenths, for this purchase. This was a breach of the Treaty of Waitangi and its principles.

3.4 The Crown acknowledges that its failure to investigate the rights of Rangitāne at the time of the Spain Commission and protect the interests of Rangitāne when completing the Company's Nelson purchase had an ongoing effect on Rangitāne. From this point, the ability of Rangitāne to represent and protect their interests, including at pivotal Native Land Court cases in 1883 and 1892, and to maintain their connections to the whenua, was significantly impacted. The Crown acknowledges that this negative impact has continued down to the present day.

3.5 The Crown acknowledges that it failed to recognise the full nature and extent of Rangitāne customary rights when it embarked on a series of purchases from 1847:

3.5.1 it failed to deal with Rangitāne in its negotiation of the 1847 Wairau deed;

3.5.2 it did not negotiate with Rangitāne prior to signing the 1853 Te Waipounamu deed;

3.5.3 Rangitāne were heavily pressured into accepting the Te Waipounamu purchase and alienating their interests in Te Tau Ihu for a small price;

RANGITĀNE DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY

3.5.4 Rangitāne rights and interests in lands south of Parinui-o-Whiti were not acquired by the Crown in the Te Waipounamu purchase, and Rangitāne were not consulted when these lands were later purchased from other iwi; and

3.5.5 the reserves set aside for Rangitāne from the Waipounamu purchase were wholly inadequate for the present and future needs of Rangitāne.

The Crown acknowledges that these failures were in breach of the Treaty of Waitangi and its principles.

3.6 The Crown acknowledges that the collateral benefits Rangitāne expected in entering into the Te Waipounamu sale agreement with the Crown were not always realised.

3.7 The Crown acknowledges that the operation and impact of the native land laws on the reserves granted to Rangitāne, in particular the awarding of land to individual Rangitāne rather than to iwi or hapū, made those lands more susceptible to partition, fragmentation, and alienation. This further contributed to the erosion of the traditional tribal structures of Rangitāne. The Crown failed to take adequate steps to protect those structures and this was a breach of the Treaty of Waitangi and its principles.

3.8 The Crown acknowledges that the flood-prone nature of the Wairau reserve limited its usefulness. The Crown further acknowledges that the development scheme which operated on the reserve during the mid-twentieth century was largely ineffective in alleviating the flooding problem and meant Rangitāne lost effective control of their land for a period.

3.9 The Crown acknowledges that owing to its isolation and poor quality the Pukatea reserve provided little economic return to the Rangitāne owners. The Crown further acknowledges that considerable public pressure contributed to the decision of Rangitāne to sell their share in Pukatea 3 to the Crown in 1955 and that Rangitāne received little benefit from this transaction.

3.10 The Crown acknowledges that:

3.10.1 the land allocated to members of Rangitāne under the "landless natives" scheme was mostly of poor quality, in remote locations, of little economic utility, and therefore inadequate;

3.10.2 members of Rangitāne were never issued title to land allocated to them on Stewart Island; and

3.10.3 the provision of land to Rangitāne did little to relieve their landless position in Te Tau Ihu.

The Crown acknowledges that it failed to effectively implement the scheme designed to alleviate the landless position of Rangitāne in Te Tau Ihu. This failure was a breach of the Treaty of Waitangi and its principles.

3.11 The Crown acknowledges that by 1900 Rangitāne were landless. The Crown failed to ensure that Rangitāne were left with sufficient land for their present and future needs and this failure was a breach of the Treaty of Waitangi and its principles.

APOLOGY

- 3.12 The Crown makes the following apology to Rangitāne, and to their ancestors and descendants.
- 3.13 On 17 June 1840 the Rangitāne rangatira Ihaia Kaikoura signed the Treaty of Waitangi at Horahora-kākahu, Port Underwood. The Crown is deeply sorry that it has not fulfilled its obligations to Rangitāne under the Treaty of Waitangi and unreservedly apologises to Rangitāne for the breaches of the Treaty of Waitangi and its principles acknowledged above.
- 3.14 The Crown profoundly regrets its long-standing failure to appropriately acknowledge the mana and rangatiratanga of Rangitāne. The Crown did not recognise Rangitāne when it purchased the Wairau district in 1847 and recognition of Rangitāne mana in the Te Waipounamu purchase was belated. The Crown is deeply sorry that its acts and omissions quickly left Rangitāne landless and this has had a devastating impact on the economic, social, and cultural well-being and development of Rangitāne.
- 3.15 The Crown regrets and apologises for the cumulative effect of its actions and omissions, which have had a damaging impact on the social and traditional structures of Rangitāne, their autonomy and ability to exercise customary rights and responsibilities and their access to customary resources and significant sites.
- 3.16 With this apology the Crown seeks to atone for its past wrongs and begin the process of healing. It looks forward to re-establishing its relationship with Rangitāne based on mutual trust, co-operation, and respect for the Treaty of Waitangi and its principles.

4 SETTLEMENT

ACKNOWLEDGEMENTS

- 4.1 Each party acknowledges that:
- 4.1.1 the other parties have acted honourably and reasonably in relation to the settlement; but
 - 4.1.2 it is not possible:
 - (a) to assess the loss and prejudice suffered by Rangitāne as a result of the events on which the historical claims are or could be based; or
 - (b) to fully compensate Rangitāne for all loss and prejudice suffered; and
 - 4.1.3 Rangitāne intends their foregoing of full compensation to contribute to New Zealand's development; and
 - 4.1.4 the settlement is intended to enhance the ongoing relationship between Rangitāne and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 4.2 Rangitāne acknowledges that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

SETTLEMENT

- 4.3 Therefore, on and from the settlement date:
- 4.3.1 the historical claims are settled;
 - 4.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 4.3.3 the settlement is final.
- 4.4 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

REDRESS

- 4.5 The redress, to be provided in settlement of the historical claims:
- 4.5.1 is intended to benefit Rangitāne collectively; but
 - 4.5.2 may benefit particular members, or particular groups of members, of Rangitāne if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

- 4.6 The settlement legislation will, on the terms provided by sections 21 to 27 of the draft settlement bill:
- 4.6.1 settle the historical claims;
 - 4.6.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement;
 - 4.6.3 provide that the Māori land claims protection legislation does not apply:
 - (a) to land in the Nelson Land District or Marlborough Land District; or
 - (b) for the benefit of Rangitāne or a representative entity;
 - 4.6.4 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for land in the Nelson Land District or Marlborough Land District;
 - 4.6.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not:
 - (a) apply to a settlement document; or
 - (b) prescribe or restrict the period during which:
 - (i) the trustees of the Rangitāne o Wairau Settlement Trust, being the governance entity, may hold or deal with property; and
 - (ii) the Rangitāne o Wairau Settlement Trust may exist; and
 - 4.6.6 require the Secretary for Justice to make copies of this deed publicly available.
- 4.7 Part 1 of the general matters schedule provides for other actions in relation to the settlement.

5 CULTURAL REDRESS

OVERLAY CLASSIFICATION

- 5.1 The settlement legislation will, on the terms provided by sections 52 to 70 of the draft settlement bill:
- 5.1.1 declare each of the following sites is subject to an overlay classification:
 - (a) Lakes Rotoiti and Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-099-31); and
 - (b) Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve (as shown as "A" and "B" on deed plan OTS-099-68);
 - 5.1.2 provide the Crown's acknowledgement of the statement of Rangitāne values in relation to each of the sites;
 - 5.1.3 require the New Zealand Conservation Authority, and any relevant conservation board when approving or otherwise considering any general policy, conservation management strategy, conservation management plan or national park management plan in respect of each of the sites to have particular regard to:
 - (a) the statement of Rangitāne values; and
 - (b) the protection principles (which are directed at the Minister of Conservation avoiding harming or diminishing the Rangitāne values in relation to each of the sites);
 - 5.1.4 require the New Zealand Conservation Authority and any relevant conservation board before approving any general policy, conservation management strategy, conservation management plan or national park management plan in respect of each of the sites to:
 - (a) consult the governance entity; and
 - (b) have particular regard to the views of the governance entity as to the effect of the policy, strategy or plan on:
 - (i) the Rangitāne values for the site; and
 - (ii) the protection principles (which are directed at the Minister of Conservation avoiding harming or diminishing the Rangitāne values in relation to each of the sites);
 - 5.1.5 provide that where the governance entity advises the New Zealand Conservation Authority in writing that it has significant concerns about a draft conservation management strategy in relation to an overlay site, the New Zealand Conservation Authority will, before approving the strategy, give the governance entity an opportunity to make submissions in relation to those concerns;

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- 5.1.6 require the application of the overlay classification to be noted in any conservation management strategy, conservation management plan, or national park management plan affecting an overlay site;
 - 5.1.7 require the Director-General of Conservation to take action in relation to the protection principles that relate to each of the sites; and
 - 5.1.8 enable the making of regulations and bylaws in relation to the sites.
- 5.2 The statement of Rangitāne values, the protection principles and the Director-General's actions are in the documents schedule.

STATUTORY ACKNOWLEDGEMENT

- 5.3 The settlement legislation will, on the terms provided by sections 36 to 45 and 47 to 51 of the draft settlement bill:

- 5.3.1 provide the Crown's acknowledgement of the statements by Rangitāne of their particular cultural, spiritual, historical, and traditional association with the following areas:

- (a) Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-099-34);
- (b) Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-099-35);
- (c) Te Ope-a-Kupe (Te Anamāhanga / Port Gore) (as shown on deed plan OTS-099-65);
- (d) Mt Furneaux (Puhikereru) (as shown on deed plan OTS-099-66);
- (e) Mt Stokes (Parororangi) (as shown on deed plan OTS-099-38);
- (f) Kohi te Wai (Boulder Bank Scenic Reserve) (as shown on deed plan OTS-099-39);
- (g) Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve (as shown on deed plan OTS-099-69);
- (h) The Brothers (as shown on deed plan OTS-099-46);
- (i) Maitai (Mahitahi) River and its tributaries (as shown on deed plan OTS-099-52);
- (j) Wairau, Omaka and Ōpaoa Rivers and their tributaries (as shown on deed plan OTS-099-53);
- (k) Waimea, Wai-iti, and Wairoa Rivers and their tributaries (as shown on deed plan OTS-099-54);
- (l) Kaituna River and its tributaries (as shown on deed plan OTS-099-56); and
- (m) Motupiko River and its tributaries (as shown on deed plan OTS-099-57);

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- 5.3.2 require:
- (a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement;
 - (b) relevant consent authorities to forward to the governance entity:
 - (i) summaries of resource consent applications; and
 - (ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and
 - (c) relevant consent authorities to record the statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;
- 5.3.3 enable the governance entity, and any member of Rangitāne, to cite the statutory acknowledgement as evidence of Rangitāne's association with any of the areas;
- 5.3.4 enable the governance entity to waive the rights specified in clause 5.3.2 in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and
- 5.3.5 require that any notice given pursuant to clause 5.3.4 include a description of the extent and duration of any such waiver of rights.
- 5.4 The statements of association are in the documents schedule.

COASTAL STATUTORY ACKNOWLEDGEMENT

- 5.5 The parties acknowledge that the coastal statutory acknowledgement provided for under clause 5.7 applies to the coastal marine area of Te Tau Ihu as a whole, but that the individual iwi with interests in Te Tau Ihu have particular areas of interest within that coastal marine area.
- 5.6 Rangitāne acknowledges that it intends to exercise any rights under the coastal statutory acknowledgement provided for in clause 5.7 in a manner that is consistent with tikanga.
- 5.7 The settlement legislation will, on the terms provided by sections 36 to 45 and 47 to 51 of the draft settlement bill:
- 5.7.1 provide the Crown's acknowledgement of Rangitāne's statement of coastal values in relation to Rangitāne's particular cultural, spiritual, historical, and traditional association with the Te Tau Ihu coastal marine area;
 - 5.7.2 require:
 - (a) relevant consent authorities, the Environment Court and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement;

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- (b) relevant consent authorities to forward to the governance entity:
 - (i) summaries of resource consent applications; and
 - (ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and
 - (c) relevant consent authorities to record the statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;
- 5.7.3 enable the governance entity, and any member of Rangitāne, to cite the statutory acknowledgement as evidence of Rangitāne's association with any part of the Te Tau Ihu coastal marine area;
- 5.7.4 enable the governance entity to waive the rights specified in clause 5.7.2 in relation to all or any part of the Te Tau Ihu coastal marine area by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and
- 5.7.5 require that any notice given pursuant to clause 5.7.4 include a description of the extent and duration of any such waiver of rights.
- 5.8 The statement of coastal values is in the documents schedule.

DEEDS OF RECOGNITION

- 5.9 The Crown will, by or on the settlement date, provide the governance entity with a copy of each of the following:
- 5.9.1 a deed of recognition, signed by the Minister of Conservation and Director-General of Conservation, relating to the parts of the following areas owned by the Crown and managed by the Department of Conservation:
- (a) Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-099-34);
 - (b) Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-099-35);
 - (c) Te Ope-a-Kupe (Te Anamāhanga / Port Gore) (as shown on deed plan OTS-099-65);
 - (d) Mt Furneaux (Puhikereru) (as shown on deed plan OTS-099-66);
 - (e) Mt Stokes (Parororangi) (as shown on deed plan OTS-099-38);
 - (f) Kohi te Wai (Boulder Bank Scenic Reserve) (as shown on deed plan OTS-099-39);
 - (g) Wairau Lagoons and Te Pokohiwi / Boulder Bank Historic Reserve (as shown on deed plan OTS-099-69);
 - (h) The Brothers (as shown on deed plan OTS-099-46);
 - (i) Maitai (Mahitahi) River and its tributaries (as shown on deed plan OTS-099-52);

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- (j) Wairau, Omaka, and Ōpaoa Rivers and their tributaries (as shown on deed plan OTS-099-53);
- (k) Waimea, Wai-iti, and Wairoa Rivers and their tributaries (as shown on deed plan OTS-099-54);
- (l) Kaituna River and its tributaries (as shown on deed plan OTS-099-56); and
- (m) Motupiko River and its tributaries (as shown on deed plan OTS-099-57); and

5.9.2 a deed of recognition, signed by the Commissioner of Crown Lands, relating to the parts of the following areas owned and managed by the Crown:

- (a) Maitai (Mahitahi) River and its tributaries (as shown on deed plan OTS-099-52);
- (b) Wairau, Omaka, and Ōpaoa Rivers and their tributaries (as shown on deed plan OTS-099-53);
- (c) Waimea, Wai-iti, and Wairoa Rivers and their tributaries (as shown on deed plan OTS-099-54);
- (d) Kaituna River and its tributaries (as shown on deed plan OTS-099-56); and
- (e) Motupiko River and its tributaries (as shown on deed plan OTS-099-57).

5.10 A deed of recognition will require that, if the Crown is undertaking certain activities within an area that the deed relates to, the governance entity will be consulted, and regard given to its views, concerning Rangitāne's association with the area as described in a statement of association.

PROTOCOLS

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

- 5.11.1 the conservation protocol;
- 5.11.2 the fisheries protocol;
- 5.11.3 the taonga tūturu protocol; and
- 5.11.4 the minerals protocol.

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

FORM AND EFFECT OF DEEDS OF RECOGNITION AND PROTOCOLS

5.13 A deed of recognition and a protocol will be:

5.13.1 in the form in the documents schedule; and

5.13.2 issued under, and subject to, the terms provided by sections 28 to 35 and 46 to 50 of the draft settlement bill.

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

CULTURAL REDRESS PROPERTIES

5.15 The settlement legislation will vest in the governance entity on the settlement date:

In fee simple

5.15.1 the fee simple estate in each of the following sites:

- (a) Picton Recreation Reserve;
- (b) Tuamatene Marae, Grovetown;
- (c) Rārangi; and
- (d) Wairau Lagoons (reinterment);

As a recreation reserve

5.15.2 the fee simple estate in each of the following sites as a recreation reserve unless otherwise stated with the governance entity as the administering body:

- (a) Waikutakuta / Robin Hood Bay;
- (b) Ngakuta Bay;
- (c) Momorangi;
- (d) Pukatea / Whites Bay to be vested jointly as tenants in common with the trustees of each of the [Toa Rangatira] Trust and the Ngāti Rārua Settlement Trust with all three being the joint management body; and
- (e) Mātangi Āwhio (Nelson) (excluding improvements) to be vested jointly as tenants in common with the trustees of each of the Ngāti Apa ki te Rā Tō Trust, Te Runanga o Ngāti Kuia Trust, Ngāti Tama Manawhenua ki Te Tau Ihu Trust, Ngāti Rārua Settlement Trust, Te Ātiawa o Te Waka-ā-Maui Trust and Te Pātaka a Ngāti Kōata with the Nelson City Council being the administering body for the reserve;

As a historic reserve

5.15.3 the fee simple estate in the following site as a historic reserve:

- (a) Horahora-kākahu (excluding the historic monument) to be vested jointly as tenants in common with the trustees of each of the [Toa Rangatira] Trust and the Ngāti Rārua Settlement Trust with all three being the joint management body; and

As a scenic reserve

5.15.4 the fee simple estate in the following site as a scenic reserve with the governance entity as the administering body:

- (a) Endeavour Inlet site (vested with the approval of Te Ātiawa o Te Waka-ā-Maui); and

As a historic reserve subject to right of way easement

5.15.5 the fee simple estate in the following site as a historic reserve with the governance entity as the administering body, subject to the governance entity providing registrable right of way easement to the Minister of Conservation in relation to that site in the form in the documents schedule:

- (a) Te Pokohiwi.

5.16 Each cultural redress property will be:

5.16.1 as described in schedule 5 of the draft settlement bill;

5.16.2 vested on the terms provided by sections 72 to 108 of the draft settlement bill; and

5.16.3 subject to or together with any encumbrances in relation to that property:

- (a) required by clause 5.15 to be provided by the governance entity; or
- (b) required by the settlement legislation; and
- (c) referred to in schedule 5 of the settlement legislation.

5.17 Part 1 of the property redress schedule applies in relation to the vesting of the cultural redress properties.

NEW AND ALTERED GEOGRAPHIC NAMES

5.18 The settlement legislation will, on the terms provided by sections 111 to 114 of the draft settlement bill, from the settlement date:

5.18.1 assign each of the following new geographic names to the location set opposite it:

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New geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Te Punawai Pā	BQ26 221313	Pā
Te Ope-a-Kupe Rock	BP29 036549	Rock
Ōmāhuri	BP28 641554	Isthmus
Te Ana-o-Rongomaipapa Bay	BQ29 880174	Bay
Te Araruaheinewai	BR25 985840	Locality
Paratītahi Tarns	BS24 873616	Lake
Matapihi Bay	BP27 565496	Bay
Kahuroa Hill	BQ28 692398	Hill
Pukekoikoi Hill	BP25 005559	Hill
Paraumu Tarn	BS24 873611	Lake
Otauirā Pā	BQ29 897212	Pā
Mangatāwhai	BR25 917770	Locality

5.18.2 alter each of the following existing geographic names to the altered geographic name set opposite it:

Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Queen Charlotte Sound (Totaranui)	Queen Charlotte Sound / Tōtaranui	BQ28 764302 – BP30ptBQ30 134549 BP29, BQ29	Sound
Port Underwood	Te Whanganui / Port Underwood	BQ29 945249	Bay
Pelorus Sound	Pelorus Sound / Te Hoiere	BP28 810530 – BQ28 645318	Sound
Drumduan	Horoirangi / Drumduan	BQ26 334407	Hill
Cloudy Bay	Te Koko-o-Kupe / Cloudy Bay	BQ29 934109	Bay
Separation Point	Separation Point / Te Matau	BN25 998854	Point
Lake Angelus	Rotomaninitua / Lake Angelus	BS24 789628	Lake
Mount Campbell	Pukeone / Mount Campbell	BP24 876475	Hill
Fighting Bay	Ōraumoā / Fighting Bay	BQ29 005250	Bay
Angelus Peak	Maniniaro / Angelus Peak	BS24 788604	Hill
Mount Freeth	Te Tara-o-Te-Marama / Mount Freeth	BQ28 816278	Hill
Greville Harbour	Greville Harbour / Wharariki	BN28 672797 BP28	Harbour
Goulter Hill	Hikurangi / Goulter Hill	BR28 669007	Hill
Waikoropupu River	Te Waikoropupū River	BN24 826791 - BP24 734772	Stream
Whakitenga Bay	Whakakitenga Bay	BP28 630553	Bay
Onamalutu River	Ōhinemahuta River	BQ27 556153 - BQ28 675082	Stream
Tasman Bay	Tasman Bay / Te Tai-o-Aorere	BP26ptBP27 240600 BP25, BP27, BQ25, BQ26	Bay
Port Gore	Te Anamāhanga / Port Gore	BP29 036578 BP30ptBQ30	Bay

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Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Church Hill	Pikimai / Church Hill	BQ26 238305	Hill
Pickersgill Island	Matapara / Pickersgill Island	BP29 076426 BP30ptBQ30	Island
Mount Robertson	Tokomaru / Mount Robertson	BQ29 855221	Hill
Tory Channel	Tory Channel / Kura Te Au	BQ29 969351 – BP30ptBQ30 106369	Strait
Robin Hood Bay	Waikutakuta / Robin Hood Bay	BQ29 902207	Bay
Torrent Bay	Rākauroa / Torrent Bay	BP25 048669	Bay
Lake Constance	Rotopōhueroa / Lake Constance	BS24 720417	Lake
Attempt Hill	Takapōtaka / Attempt Hill	BP28 731771	Hill
Rabbit Island	Moturoa / Rabbit Island	BQ25 119313 BQ26	Island
Mount Robert	Pourangahau / Mount Robert	BS24 843688	Hill
Split Apple Rock	Tokangawhā / Split Apple Rock	BP25 017592	Rock
Gowan River	Te Kauparenuī / Gowan River	BR24 662729 - BR24 641821	Stream
Travers Saddle	Poukirikiri / Travers Saddle	BS24 778472	Saddle
Opawa River	Ōpaoa River	BR28 710055 - BR29 875045 BQ28	Stream
Whareata Bay	Whareātea Bay	BN28 788810	Bay
Golden Bay	Golden Bay / Mohua	BN25 901946 BM24, BM25, BN25	Bay
Cable Bay	Rotokura / Cable Bay	BP26ptBP27 346440	Bay
Pelorus River	Te Hoiere / Pelorus River	BQ28 638317 - BR26 250058	River
Boulder Bank	Te Pokohiwi / Boulder Bank	BR29 914025	Boulder bank
Blue Lake	Rotomairewhenua / Blue Lake	BS24 717436	Lake
Howard River	Hinemōatū / Howard River	BR24 736813 - BS24 747699	River
Ship Cove	Meretoto / Ship Cove	BP29 044498	Bay
Te Aumiti (French Pass)	Te Aumiti / French Pass	BP28 703695	Strait
Canaan Downs (local name not recorded)	Pikikirunga / Canaan Downs	BP25 910676	Area
Arthur Range	Wharepapa / Arthur Range	BP25 897580 - BQ23 590134	Range
Whites Bay	Pukatea / Whites Bay	BQ29 884176	Bay
Ruby Bay	Te Mamaku / Ruby Bay	BQ25 075358	Bay
Speargrass Creek	Te Horowai / Speargrass Creek	BR24 808769 - BS24 797635	Stream
Adele Island	Motuareronui / Adele Island	BP25 050633	Island
Red Hill	Maungakura / Red Hill	BR25 048917	Hill
Arapawa Island	Arapaoa Island	BQ30 100398	Island
Riwaka River	Riuwaka River	BP25 936559 - BP25 001540	Stream

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Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Riwaka River North Branch	Riuwaka River North Branch	BP25 915577 – BP25 936559	Stream
Riwaka River South Branch	Riuwaka River South Branch	BP24 853474 – BP25 936559	Stream
Tutumopo	Tūtūmāpou Hill	BQ27 545287	Hill

RELATIONSHIPS WITH LOCAL AUTHORITIES

5.19 Following the signing of this deed of settlement, the Minister for Treaty of Waitangi Negotiations will write to the following local authorities encouraging each authority to enter into a Memorandum of Understanding with Rangitāne in relation to the interaction between Rangitāne and that authority:

5.19.1 Nelson City Council;

5.19.2 Tasman District Council; and

5.19.3 Marlborough District Council.

RIVER AND FRESHWATER ADVISORY COMMITTEE

5.20 The parties acknowledge that:

5.20.1 the iwi of Te Tau Ihu have agreed to form an advisory committee in relation to the management of rivers and freshwater;

5.20.2 the advisory committee is intended to work in a collaborative manner with the common purpose of promoting the health and wellbeing of the rivers and freshwater within the jurisdiction of the relevant councils;

5.20.3 in undertaking its work the advisory committee will respect and operate in a manner that recognises that while some resource management issues will be of generic interest to all iwi with interests in Te Tau Ihu, other issues may be of interest primarily to particular iwi;

5.20.4 the formation of the advisory committee provides a foundation for the participation of the iwi with interests in Te Tau Ihu in the management by the relevant councils of rivers and freshwater, and the relevant councils and iwi may work together to enhance that participation through other means;

5.20.5 the relevant councils may, without further inquiry, accept any advice from the advisory committee as being in accordance with the procedural requirements of the advisory committee; and

5.20.6 the iwi participating in the advisory committee will each contribute equally to meeting the costs of the advisory committee.

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- 5.21 The settlement legislation will, on the terms provided by sections 135 to 141 of the draft settlement bill, provide:
- 5.21.1 for the establishment of an advisory committee in relation to the management of rivers and freshwater within the jurisdictions of:
 - (a) Marlborough District Council;
 - (b) Nelson City Council; and
 - (c) Tasman District Council;together the “**relevant councils**”.
 - 5.21.2 subject to clause 5.21.3, for the advisory committee to be comprised of a maximum of eight members, with one member to be appointed by each of the governance entities for the eight iwi with interests in Te Tau Ihu;
 - 5.21.3 that following the settlement date, any of the governance entities for the eight iwi with interests in Te Tau Ihu may give notice to the other governance entities of its intention to appoint a member to the advisory committee;
 - 5.21.4 for the opportunity for the advisory committee to provide timely advice to each of the relevant councils in response to an invitation in relation to the management of rivers and freshwater under the Resource Management Act 1991:
 - (a) prior to a relevant council making decisions on the review of policy statements or plans under section 79 of the Resource Management Act 1991;
 - (b) prior to a relevant council preparing or changing policy statements or plans under clause 2 of Schedule 1 of the Resource Management Act 1991; and
 - (c) prior to a relevant council notifying a proposed policy statement or plan under clause 5 of Schedule 1 (with reference to section 32) of the Resource Management Act 1991;
 - 5.21.5 that the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.21.4, extend an invitation to the advisory committee to provide advice in relation to the management of rivers and freshwater under the Resource Management Act 1991;
 - 5.21.6 that where a relevant council extends an invitation to the advisory committee to provide advice, the advisory committee must provide any advice no later than two months after the date upon which the invitation is received by the advisory committee (or such other period as may be agreed between a relevant council and the committee);
 - 5.21.7 that where the time period specified in clause 5.21.6 has been complied with, the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.21.4, have regard to the advice of the advisory committee to the extent that advice relates to the management of rivers and freshwater under the Resource Management Act 1991;

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- 5.21.8 for the advisory committee to:
- (a) regulate its own procedure;
 - (b) operate on the basis of consensus decision making;
 - (c) have a quorum of a majority of the members of the committee; and
 - (d) nominate an address for service and advise the relevant councils of this address;
- 5.21.9 that the advisory committee may request information from the relevant councils on the carrying out by the relevant councils of the functions and powers referred to in clause 5.21.4;
- 5.21.10 that upon receipt of a request under clause 5.21.9, the relevant councils will, where reasonably practicable, provide information to the advisory committee on the matters contained in that request;
- 5.21.11 that the advisory committee may request that one or more representatives of the relevant councils attend a meeting of the advisory committee;
- 5.21.12 that where reasonably practicable the relevant councils will comply with a request under clause 5.21.11, and that council may determine the appropriate representatives to attend any such meeting;
- 5.21.13 that each relevant council will not be required to attend any more than four meetings in any one calendar year;
- 5.21.14 that the advisory committee will give a relevant council at least 10 business days notice of any such meeting;
- 5.21.15 that the advisory committee will provide a meeting agenda with any request made under clause 5.21.11;
- 5.21.16 that subject to the prior written agreement of the advisory committee and a relevant council, the advisory committee may provide advice to that council on any other matter under the Resource Management Act 1991;
- 5.21.17 that any agreement between a relevant council and the advisory committee under clause 5.21.16 may be terminated by either party by notice in writing; and
- 5.21.18 to avoid doubt, the obligations under this clause 5.21 are additional to, and do not derogate from, any other obligations of a relevant council under the Resource Management Act 1991.

PAKOHE

5.22 In clause 5.23 **relevant pakohe areas** means:

- 5.22.1 recognised pakohe area (Motueka River) (as shown on deed plan OTS-099-85); and

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- 5.22.2 recognised pakohe area (Hacket Creek) (as shown on deed plan OTS-099-86).
- 5.23 The settlement legislation will, on the terms provided by sections 117 to 124 of the draft settlement bill, provide:
- 5.23.1 for the Crown to acknowledge:
- (a) the long-standing traditional, cultural and historical association of Rangitāne with pakohe; and
 - (b) the Rangitāne statement of association with pakohe, the text of which is set out in part 2.2 of the documents schedule;
- 5.23.2 for any member of Rangitāne who has written authorisation from the governance entity to access river beds within the relevant pakohe areas:
- (a) for the purpose of searching for and removing pakohe by hand; and
 - (b) without an authorisation under the conservation legislation;
- 5.23.3 for the Director-General and the governance entity to agree that another area be a relevant pakohe area if:
- (a) the area is conservation land that contains a river bed; and
 - (b) the area is within the Rangitāne conservation protocol area, as defined by the conservation protocol; and
- 5.23.4 for the Director-General and the governance entity to agree that a relevant pakohe area is no longer a relevant pakohe area; and
- 5.23.5 for the Director-General to consult with the governance entity when exercising certain powers and functions that are likely to affect the relationship of Rangitāne with pakohe within the relevant pakohe areas.
- 5.24 The actions under clauses 5.23.3 and 5.23.4 will have legal effect once the parties have signed a deed to amend this deed of settlement which provides for the addition or deletion (as the case may be) of a deed plan in part 2.5 of the attachments schedule.

MINERALS FOSSICKING

- 5.25 The settlement legislation will, on the terms provided by sections 125 to 129 of the draft settlement bill, provide:
- 5.25.1 for any member of Rangitāne who has written authorisation from the governance entity to access river beds within specified public conservation land in the relevant fossicking area (as shown on deed plan OTS-099-87):
- (a) for the purpose of searching for and removing any sand, shingle or other natural material in a river bed by hand; and
 - (b) without an authorisation under the conservation legislation; and

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- 5.25.2 that, to avoid doubt, a person exercising the right under clause 5.25.1(a) must comply with all other lawful requirements, including under the Resource Management Act 1991, the Crown Minerals Act 1991, and any minerals programme under the Crown Minerals Act 1991.
- 5.26 The rights provided for under clause 5.25.1 are in addition to the right of Rangitāne to access, search for and remove pakohe under clauses 5.22 to 5.24.

CUSTOMARY USE OF TĪTĪ

- 5.27 The settlement legislation will, on the terms provided by section 133 of the draft settlement bill, provide:
- 5.27.1 that the governance entity may apply on behalf of members of Rangitāne whānau who have traditionally used tītī from the islands to the Minister and Director-General of Conservation for authorisation to hunt or kill for customary use tītī on Tītī Island and the Chetwode Islands; and
- 5.27.2 that if they are satisfied that the hunting or killing of tītī will not adversely affect the long term survival of the tītī population on the islands, the Minister and Director-General may grant authorisation referred under clause 5.27.1.

WAIRAU BOULDER BANK

- 5.28 The settlement legislation will, on the terms provided by section 142 of the draft settlement bill, provide that:
- 5.28.1 the boulder bank site is classified as an historic reserve subject to section 18 of the Reserves Act 1977 immediately after the vesting of Te Pokohiwi under clause 5.15.5;
- 5.28.2 the Director-General will, no later than 18 months after the settlement date, commence the preparation of a conservation management plan covering:
- (a) the boulder bank site; and
 - (b) Te Pokohiwi;
- ("Wairau conservation management plan")**
- 5.28.3 the Wairau conservation management plan will be a conservation management plan for the purposes of section 40B of the Reserves Act 1977;
- 5.28.4 to avoid doubt, the Wairau conservation management plan:
- (a) will be subject to those sections of the Conservation Act 1987 specified in section 40B(8) of the Reserves Act 1977; and
 - (b) in particular, will be prepared and approved in accordance with section 17G of the Conservation Act 1987;
- 5.28.5 the Director-General will consult with Rangitāne when preparing the plan in accordance with section 17F(a) of the Conservation Act 1987;

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5.28.6 any decision under section 17G(2) of the Conservation Act 1987 in relation to the Wairau conservation management plan, including a decision to approve that plan, will be made jointly by the Nelson / Marlborough Conservation Board and the governance entity; and

5.28.7 the Wairau conservation management plan will include a specific chapter addressing Te Pokohiwi.

ALTERNATIVE ACCESS

5.29 In clauses 5.30 to 5.32 the **private land** means the land held in computer freehold register MB30/286.

5.30 When preparing the Wairau conservation management plan under clause 5.28 the Director-General must:

- (a) consider whether there are reasonable and affordable alternatives for land vehicle access to the private land;
- (b) discuss those alternatives, if any, with the registered proprietors of the private land, the governance entity and the New Zealand Historic Places Trust; and
- (c) provide draft objectives for addressing future land vehicle access to the private land.

5.31 The settlement legislation will, on the terms provided by section 142 of the draft settlement bill, provide that when approving the Wairau conservation management plan under clause 5.28 the Nelson / Marlborough Conservation Board and the governance entity must ensure that plan addresses future land vehicle access to the private land.

5.32 Where the approved Wairau conservation management plan includes an objective of providing an alternative route for or means of vehicle access to the private land, the governance entity and the Director-General will work together in good faith with the registered proprietors of the private land with the purpose of agreeing and providing for, subject to the availability of funds, such alternative access.

HISTORICAL ASSOCIATION

5.33 The settlement legislation will, on the terms provided by section 134 of the draft settlement bill, provide the Crown's recognition of Rangitāne's historical association with Endeavour Inlet.

RELATIONSHIP WITH KATI KURĪ, NGĀI TAHU

5.34 The Crown acknowledges that Kati Kurī of Ngāi Tahu and Ngāti Huataki of Rangitāne (the "**Iwi partners**") intend to sign a memorandum of understanding (the "**MOU**").

5.35 The MOU records the mana to mana relationship between the Iwi partners recognising the intergenerational relationship that has been forged between them as a result of historical associations and shared whakapapa.

RANGITĀNE DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.36 The MOU provides for, among other things, the Iwi partners to engage in negotiations with the Crown to explore options for the transfer of ownership of certain properties on terms and conditions agreeable to the Iwi partners and the Crown.
- 5.37 The Crown agrees to engage in an active and constructive manner in discussions with the Iwi partners over:
- 5.37.1 the options to transfer properties referred to in clause 5.36; and
 - 5.37.2 any other proposal which the Iwi partners jointly present to the Crown under the terms of the MOU which does not involve a financial contribution from the Crown to one or both of the Iwi partners.
- 5.38 Following the discussions referred to in clause 5.37, the Crown will:
- 5.38.1 use its best endeavours to give effect to any joint proposals from the Iwi partners referred to in clause 5.37.1; and
 - 5.38.2 consider in good faith giving effect to any joint proposals referred to in clause 5.37.2.
- 5.39 The parties intend that all discussions and negotiations between the Crown and the Iwi partners in relation to the MOU will be completed by the date of the introduction of the settlement legislation.
- 5.40 Where, as a result of clause 5.38 the Crown decides to give effect to a proposal, the Crown will introduce legislation required for that purpose.
- 5.41 To avoid doubt, nothing in clauses 5.34 to 5.40 affects or derogates from the provisions of this deed or the settlement legislation, including the full and final settlement of the historical claims of Rangitāne.

CROWN PAYMENT

- 5.42 The Crown will pay the governance entity on settlement date the sum of \$500,000 in recognition of the shared histories and whakapapa of Rangitāne and Kati Kurī and as a recognition of the enduring relationship which is represented in the terms of the MOU referred to in clause 5.34.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

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

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

- 6.1 The Crown will pay the governance entity on the settlement date an amount equal to:
- 6.1.1 the financial and commercial redress amount of \$24,830,388.04;
 - less:
 - 6.1.2 the on-account payments totalling \$676,666.67 referred to in clause 6.3;
 - 6.1.3 the total transfer values of the commercial redress properties being transferred on settlement date;
 - 6.1.4 the total transfer values of any cleared current surplus land being transferred on settlement date in accordance with clause 6.16.1 or proportionate transfer values if the property is transferred to the governance entity and either or both Ngāti Apa ki te Rā Tō Trust or Te Runanga o Ngāti Kuia Trust;
 - 6.1.5 the total transfer values of any leaseback land being transferred on settlement date in accordance with clause 6.19.1 or proportionate transfer values if the property is transferred to the governance entity and either or both Ngāti Apa ki te Rā Tō Trust or Te Runanga o Ngāti Kuia Trust; and
 - 6.1.6 the total transfer values of any cleared non-operational land being transferred on settlement date in accordance with clause 6.25.1 or proportionate transfer values if the property is transferred to the governance entity and either or both Ngāti Apa ki te Rā Tō Trust or Te Runanga o Ngāti Kuia Trust;
- 6.2 The parties acknowledge that the cash settlement amount set out in clause 6.1 was calculated on a projected settlement date of 30 June 2011. Should the settlement date be after 30 June 2011, the cash settlement amount will be recalculated using the methodology used to initially calculate it, and may be amended accordingly.

ON-ACCOUNT PAYMENT

- 6.3 On 11 February 2009 the Crown paid \$2,030,000.00 to Kurahaupō ki Te Waipounamu Trust on account of the Kurahaupō settlements of which \$676,666.67 was passed on to Rangitāne.

INTEREST

- 6.4 The Crown will pay the governance entity on the settlement date interest on \$8,083,333.33.
- 6.5 The interest payable under clause 6.4 is payable:
- 6.5.1 for the period from 11 February 2009, being the date of the Letter of Agreement to (but not including) the settlement date; and

RANGITĀNE DEED OF SETTLEMENT

6. FINANCIAL AND COMMERCIAL REDRESS

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

6.6 The interest is:

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

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

COMMERCIAL REDRESS PROPERTIES

6.7 The Crown and New Zealand Post Limited will transfer the properties listed in part 2.2 of the property redress schedule to the governance entity on the settlement date.

6.8 The transfer of a commercial redress property by the Crown or New Zealand Post Limited to the governance entity under clause 6.7 is to be on the terms and conditions in part 2.1 of the property redress schedule.

6.9 Part 2 of the property redress schedule provides for 12 commercial redress properties to be leased back to the Crown immediately following the transfer of those properties to the governance entity. The forms of lease to be entered into between the governance entity and the relevant land holding agency are set out in part 5.2 of the documents schedule.

DEFERRED SELECTION PROPERTIES

6.10 The governance entity may, within 3 years after the settlement date, purchase the properties listed in part 3.6 of the property redress schedule on the terms and conditions in part 3 of the property redress schedule.

6.11 The table in part 3.6 of the property redress schedule specifies the deferred selection properties to be leased back to the Crown immediately after their purchase by the governance entity. The forms of leases to be entered into between the governance entity and the relevant land holding agency are set out in part 5.2 of the documents schedule.

LINZ / NZTA DEFERRED SELECTION PROPERTIES

6.12 The governance entity, Ngāti Apa ki te Rā Tō Trust or Te Runanga o Ngāti Kuia Trust may, within 3 years after the settlement date, purchase any of the properties listed in part 3.7 of the property redress schedule on the terms and conditions in part 3 of the property redress schedule. The governance entity acknowledges and agrees that the conditions that relate to each of the NZTA properties set out in part 3.7 of the property redress schedule, must be satisfied before the governance entity is entitled to give the Crown notice under part 3.1 of the property redress schedule that it is interested in purchasing that property.

LAND AT ROYAL NEW ZEALAND AIR FORCE BASE, WOODBOURNE

Current Surplus Land

6.13 The New Zealand Defence Force ("NZDF") declared approximately 6.5 hectares of land (reference to plan attached) ("**current surplus land**") surplus to requirements on 1

6. FINANCIAL AND COMMERCIAL REDRESS

March 2010. The Crown is currently carrying out the clearance process in relation to the current surplus land and will ensure that it is completed expeditiously.

- 6.14 As soon as reasonably practicable, and in any event by the offer date, the Crown will notify the governance entity, Te Runanga o Ngāti Kuia Trust and the Ngāti Apa ki te Rā Tō Trust what area of the current surplus land is the cleared current surplus land.
- 6.15 Following completion of the clearance process in respect of all of the current surplus land, the governance entity and/or the Ngāti Apa ki te Rā Tō Trust and/or Te Runanga o Ngāti Kuia Trust may acquire all or part of the cleared current surplus land on the terms and conditions in part 4 of the property redress schedule.
- 6.16 In accordance with paragraph 2 of part 4.1 of the property redress schedule the transfer of the cleared current surplus land to the governance entity and/or the Ngāti Apa ki te Rā Tō Trust and/or Te Runanga o Ngāti Kuia Trust will be:
- 6.16.1 on the terms and conditions set out in part 2.1 of the property redress schedule if the transfer value of the relevant cleared current surplus land:
- (a) is determined or agreed at least 20 business days prior to settlement date; and
 - (b) does not exceed the available quantum amount; or
- 6.16.2 on the terms and conditions set out in part 4.3 of the property redress schedule if the transfer value of the relevant cleared current surplus land:
- (a) is determined or agreed but not earlier than 20 business days prior to settlement date; and/or
 - (b) exceeds the available quantum amount.
- 6.17 By 31 December 2010 ("**review date**"), the Crown will advise the governance entity, the Ngāti Apa ki te Rā Tō Trust and Te Runanga o Ngāti Kuia Trust entities of:
- 6.17.1 the Airbase land that is required for NZDF operational purposes or required for any other public work ("**leaseback land**"); and
- 6.17.2 the Airbase land that is not required for NZDF operational purposes and is not required for any other public work in accordance with the provisions of the Public Works Act 1981 ("**non-operational land**"); and
- 6.17.3 the Airbase land that is the current surplus land.

Leaseback land

- 6.18 Either the governance entity and/or the Ngāti Apa ki te Rā Tō Trust and/or Te Runanga o Ngāti Kuia Trust entities may acquire:
- 6.18.1 all of the leaseback land; or
- 6.18.2 all of any area of the leaseback land that will be subject to a single lease for a public work ("**single lease area**"),
- on the terms and conditions in part 6 of the property redress schedule.

6. FINANCIAL AND COMMERCIAL REDRESS

- 6.19 In accordance with paragraph 2 of part 6.1 of the property redress schedule the transfer of the leaseback land or any single lease area to the governance entity and/or the Ngāti Apa ki te Rā Tō Trust and/or Te Runanga o Ngāti Kuia Trust will be:
- 6.19.1 on the terms and conditions set out in part 2.1 of the property redress schedule if the transfer value of the relevant leaseback land or relevant single lease areas:
- (a) is determined or agreed at least 20 business days prior to settlement date; and
 - (b) does not exceed the available quantum amount; or
- 6.19.2 on the terms and conditions set out in part 6.3 of the property redress schedule if the transfer value of the relevant leaseback land or relevant single lease area:
- (a) is determined or agreed but not earlier than 20 business days prior to settlement date; and/or
 - (b) exceeds the available quantum amount.
- 6.20 Immediately following any transfer to the governance entity and/or the Ngāti Apa ki te Rā Tō Trust and/or Te Runanga o Ngāti Kuia Trust of all the leaseback land, or one or more of the single lease areas, the leaseback land or single lease area (as the case may be) is to be leased back to the Crown or leased for any other public work on the terms and conditions to be agreed in accordance with paragraph 5 of part 6.1 of the property redress schedule.
- 6.21 In the event all of the leaseback land or one or more of the single lease areas is transferred to more than one of the governance entities, then in accordance with the lease instrument to be entered into, the relevant governance entities must jointly appoint an authorised person to act on their behalf as lessor.

Non-operational land

- 6.22 For the purposes of the Public Works Act 1981, the NZDF will declare any of the non-operational land surplus and it will commence the clearance process by no later than 20 business days after the review date. The Crown will ensure that the clearance process in relation to the non-operational land is carried out expeditiously.
- 6.23 The Crown will notify the governance entity, Te Runanga o Ngāti Kuia Trust and the Ngāti Apa ki te Rā Tō Trust what area of the non-operational land is the cleared non-operational land, by the offer date.
- 6.24 Following completion of the clearance process in respect of all the non-operational land, the governance entity and/or the Ngāti Apa ki te Rā Tō Trust and/or Te Runanga o Ngāti Kuia Trust entities may acquire all or part of the cleared non-operational land on the terms and conditions in part 5 of the property redress schedule.
- 6.25 In accordance with paragraph 2 of part 5.1 of the property redress schedule the transfer of cleared non-operational land to the governance entity, the Ngāti Apa ki te Rā Tō Trust and/or Te Runanga o Ngāti Kuia Trust will be:

6. FINANCIAL AND COMMERCIAL REDRESS

- 6.25.1 on the terms and conditions set out in part 2.1 of the property redress schedule if the transfer value of the relevant cleared non-operational land:
- (a) is determined or agreed at least 20 business days prior to settlement date; and
 - (b) does not exceed the available quantum amount; or
- 6.25.2 on the terms and conditions set out in part 5.3 of the property redress schedule if the transfer value of the relevant cleared non-operational land:
- (a) is determined or agreed but not earlier than 20 business days prior to the settlement date; and/or
 - (b) exceeds the available quantum amount.
- 6.26 The governance entity acknowledges and agrees that the governance entity and/or the Ngāti Apa ki te Rā Tō Trust and/or Te Runanga o Ngāti Kuia Trust have each been given the rights set out in clauses 6.13 to 6.25 herein and such rights may be exercised by the governance entity, and/or the Ngāti Apa ki te Rā Tō Trust and/or Te Runanga o Ngāti Kuia Trust jointly or severally in accordance with the terms and conditions of the deeds of settlement.

Management agreement

- 6.27 Prior to the transfer of any cleared current surplus land, cleared non-operational land and/or leaseback land to more than one governance entity as tenants in common, the governance entities purchasing such land shall put in place a management agreement to govern the management of such land and their lawyers shall certify to the Crown that such agreement is in place.

SETTLEMENT LEGISLATION

- 6.28 The settlement legislation will, on the terms provided by sections 143 to 148 of the draft settlement bill, enable the transfer of the commercial redress properties, the deferred selection properties, the LINZ / NZTA deferred selection properties, the cleared current surplus land, the cleared non-operational land and the leaseback land.

RIGHT OF FIRST REFUSAL OVER GENERAL RFR LAND

- 6.29 The governance entity is to have a right of first refusal in relation to a disposal by the Crown or Housing New Zealand Corporation of the properties listed in part 3 of the attachments schedule.
- 6.30 The right of first refusal set out in clause 6.29 is to be on the terms provided by sections 158 to 189 of the draft settlement bill and, in particular, will apply:
- 6.30.1 for a term of 169 years from settlement date in relation to the general RFR land; and
 - 6.30.2 only if the general RFR land:
 - (a) is vested in, or the fee simple estate in it is held by, the Crown, or Housing New Zealand Corporation on the settlement date; and

6. FINANCIAL AND COMMERCIAL REDRESS

- (b) is not being disposed of in the circumstances provided by sections 166 to 176 or 177(1) of the draft settlement bill.

RFR OVER DEFERRED SELECTION RFR LAND

- 6.31 The governance entity, in common with the Ngāti Apa ki te Rā Tō Trust and Te Runanga o Ngāti Kuia Trust and each of the Tainui Taranaki iwi, is to have a right of first refusal in relation to a disposal by the Crown or NZTA of the deferred selection RFR land (such land excludes the property described as Nelson High / District Courthouse in the deed of settlement for Ngāti Apa ki te Rā Tō).
- 6.32 The right of first refusal set out in clause 6.31 is to be on the terms provided by sections 158 to 189 of the draft settlement bill and, in particular, will apply:
- 6.32.1 for a term of 100 years from settlement date; and
- 6.32.2 only if the deferred selection RFR land is not being disposed of in the circumstances provided by sections 166 to 176 or 177(1) of the draft settlement bill.

RFR OVER SPECIFIED AREA RFR LAND

- 6.33 The governance entity, in common with all the iwi with interests in Te Tau Ihu, is to have a right of first refusal in relation to a disposal by the Crown of the specified area RFR land.
- 6.34 The right of first refusal set out in clause 6.33 is to be on the terms provided by sections 158 to 189 of the draft settlement bill and, in particular, will apply:
- 6.34.1 for a term of 100 years from settlement date; and
- 6.34.2 only if the specified area RFR land:
- (a) is vested in, or the fee simple estate in it is held by, the Crown, on the settlement date; and
- (b) is not being disposed of in the circumstances provided by sections 166 to 176 or 177(1) of the draft settlement bill.
- 6.35 For the purposes of clauses 6.29, 6.31 and 6.33 the reference to governance entity shall include an entity that replaces the governance entity in accordance with the trust deed.

NEW ZEALAND POST LIMITED PROPERTY

- 6.36 The parties acknowledge that the New Zealand Post Limited property described as 2 Main and 11 Kinross Streets, Blenheim, in the initialled deed of settlement included three areas of land. Two of those areas are now not included in this deed as Rangitāne will purchase them in advance of the settlement date.

7 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

SETTLEMENT LEGISLATION

- 7.1 Within 12 months after the date of this deed the Crown will propose a bill for introduction to the House of Representatives that includes Parts 1 to 3 of the draft settlement bill, provided that the Crown has signed deeds of settlement with all of the iwi with interests in Te Tau Ihu.
- 7.2 The parties acknowledge that, following the signing of this deed, it may be necessary to renegotiate and amend certain provisions of this deed (including the draft settlement bill) to ensure that Rangitāne can benefit from joint redress that was intended to be provided to Rangitāne and certain other iwi with interests in Te Tau Ihu.
- 7.3 The parties will enter into a renegotiation referred to in clause 7.2 in good faith and in an expeditious manner if either:
- 7.3.1 at any time during the 12 month period commencing on the date of this deed the parties agree in writing that a failure to sign deeds of settlement with all of the iwi with interests in Te Tau Ihu is creating an unreasonable delay in the introduction of the draft settlement bill under clause 7.1; or
 - 7.3.2 the Crown has not signed deeds of settlement with all of the iwi with interests in Te Tau Ihu within 12 months after the date of this deed.
- 7.4 The Minister for Treaty of Waitangi Negotiations will meet with Rangitāne to discuss the progress made towards the introduction of the draft settlement bill if, within 6 months after the date of this deed:
- 7.4.1 the settlement bill has not been introduced under clause 7.1; or
 - 7.4.2 the parties have not entered into renegotiations under clause 7.2.
- 7.5 To avoid doubt any renegotiation under clause 7.2:
- 7.5.1 will be only to the extent necessary to provide for Rangitāne to benefit from the joint redress referred to in clause 7.2;
 - 7.5.2 does not apply to any issue or redress that is specific to Rangitāne; and
 - 7.5.3 will maintain comparable levels of redress across all Te Tau Ihu settlements.
- 7.6 Without affecting the specific application of clauses 7.2 to 7.5, the parties acknowledge that following the signing of this deed and if the circumstances require it, the parties will negotiate in good faith a deed to amend this deed (including the draft settlement bill).
- 7.7 The bill proposed for introduction may include changes:
- 7.7.1 of a minor or technical nature; or
 - 7.7.2 where clause 7.7.1 does not apply, where those changes have been agreed in writing between the governance entity and the Crown.
- 7.8 Rangitāne and the governance entity will support the enactment of the settlement legislation that gives effect to the Rangitāne deed of settlement.

7: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

7.9 Rangitāne, the governance entity and the Crown will maintain open channels of communication, and work together as is necessary during the passage of the bill through the House of Representatives.

SETTLEMENT CONDITIONAL

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

7.11 Despite clause 7.10, upon signing:

7.11.1 this deed is "without prejudice" until it becomes unconditional and, in particular, it may not be used as evidence in proceedings before, or presented to, a court, tribunal, or other judicial body; and

7.11.2 the following provisions of this deed are binding:

(a) this part 7 of this deed;

(b) part 8 of this deed; and

(c) parts 3 to 6 of the general matters schedule.

7.12 Clause 7.11.1 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

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

7.13.1 the settlement legislation giving effect to this deed has not come into force within 30 months after the date of this deed; and

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

ON TERMINATION

7.14 If this deed is terminated in accordance with its provisions, it:

7.14.1 (and the settlement) are at an end; and

7.14.2 does not give rise to any rights or obligations; but

7.14.3 remains "without prejudice".

8 GENERAL, DEFINITIONS AND INTERPRETATION

GENERAL

- 8.1 The general matters schedule includes provisions in relation to:
- 8.1.1 the effect of the settlement and its implementation;
 - 8.1.2 taxation, including indemnities from the Crown in relation to taxation;
 - 8.1.3 the giving of notice under this deed or a settlement document; and
 - 8.1.4 amending this deed.

HISTORICAL CLAIMS

- 8.2 In this deed, **historical claims**:
- 8.2.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Rangitāne, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that:
 - (a) is, or is founded on, a right arising:
 - (i) from the Treaty of Waitangi or its principles;
 - (ii) under legislation;
 - (iii) at common law, including aboriginal title or customary law;
 - (iv) from fiduciary duty; or
 - (v) otherwise; and
 - (b) arises from, or relates to, acts or omissions before 21 September 1992:
 - (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation; and
 - 8.2.2 includes every claim to the Waitangi Tribunal to which clause 8.2.1 applies that relates exclusively to Rangitāne or a representative entity, including the following claim:
 - (a) Wai 44 - Kurahaupō Rangitāne claim; and
 - 8.2.3 includes every other claim to the Waitangi Tribunal to which clause 8.2.1 applies, so far as it relates to Rangitāne or a representative entity, including the following claims:
 - (a) Wai 102 - Te Runanganui te Tau Ihu o te Waka a Maui claims; and

RANGITĀNE DEED OF SETTLEMENT

8: GENERAL, DEFINITIONS AND INTERPRETATION

- (b) Wai 785 - Combined Record of Inquiry for the Northern South Island claims.

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

8.3.1 a claim that a member of Rangitāne, or a whānau, hapū, or group referred to in clause 8.5.1(c) had or may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 8.5.2;

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

8.4 To avoid doubt, clause 8.2.1 is not limited by clauses 8.2.2 or 8.2.3.

RANGITĀNE

8.5 In this deed:

8.5.1 **Rangitāne** means:

- (a) the collective group composed of individuals who are descended from an ancestor of Rangitāne; and
- (b) includes those individuals; and
- (c) includes any whānau, hapū or group to the extent that it is composed of individuals referred to in clause 8.5.1(a) and (b) of this definition;

8.5.2 **ancestor of Rangitāne** means an individual who:

- (a) exercised customary rights by virtue of being descended from a primary ancestor of Rangitāne, identified in 8.6; and
- (b) exercised the customary rights predominantly in relation to the Rangitāne area of interest at any time after 6 February 1840;

8.5.3 a person is **descended** from another person if the first person is descended from the other by:

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Rangitāne tikanga (customary values and practices);

8.5.4 **Rangitāne area of interest** means the area of interest of Rangitāne as identified and defined in the general matters schedule; and

8.5.5 **customary rights** means rights according to tikanga Māori (Māori customary values and practices) including:

- (a) rights to occupy land; and

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

8.6 The primary ancestors of Rangitāne are:

Teoti Makitanara
Tuiti Makitanara
Rea Makitanara
Hohua Makitanara
Mere Makitanara
Hoani Makitanara
Hori Makitanara
Hane Makitanara
Kainu Makitanara
Wiki Makitanara
Hana Hiparaiti
Wirihana Maui
Hopa Rangihiroa
Hekeira Paora
Manihera Hekiera
Heni Hekiera
Ihaia Nohota
Koroneho Titi
Hapimana Taumarū
Manihera Irihama
Mehaka Watere
Rawiri Mehaka
Hetaraka Wetere
Te Koro Tupou
Meri Kanae
Kerehi Reweti
Mere Hapareta
Tiripa Hakaraia
Teoti Ihaka
Riria Makitanara
Naomi Makitanara
Kereopa Pura
Kere Pura
Pita Te Mete
Tini Te Mete
Pipi Kere
Tiripa Kere
Hariata Kere
Mere Kere
Teone Kere
Teera Te Mete
Heeni Te Mete
Teoti Te Mete
Teone Te Mete
Wiremu Te Mete
Tiaki Harare
Tini Moa
Parangi Moa
Hapareta Moa
Hoani Moa
Hariki Moa

Wiremu Moa
Hori Moa
Tiemi Moa
Ani Moa
Hopa Moa
Arihia Moa
Wi Mekerei
Hiakai Ranginui
Were Ranginui
Paranihia Ranginui
Tini Kere
Tiripa Kere
Rangikamapuna Kere
Tutua Te Mete
Hoani Te Mete
Tahua Te Karira
Kaumoana Hetaraka
Karaitiana Mekerika
Waipiti Te Hiko
Matangi Te Hiko
Hera Te Hiko
Pirihira Te Hiko
Kaapu Te Hiko
Tiaki Haata
Tipi Haata
Teone Haata
Tiki Haata
Teone Kihau
Peti Kihau
Keita Kihau
Taiawhio Maaka
Kahuhunn Maaka
Tawhi Maaka
Wirihita Maaka
Hohapata Kahupuku
Pirimona Kahupuku
Meretana Rawiri
Tame Waaka
Pita Hohapata
Hare Hohapata
Te Ate Karepe
Ani Karepe
Te One Makarika.

MANDATED NEGOTIATOR AND SIGNATORIES

8.7 In this deed:

8.7.1 **mandated negotiator** means the following individual:

(a) Richard Bradley; and

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

(a) Richard Bradley;

8: GENERAL, DEFINITIONS AND INTERPRETATION

- (b) Judith MacDonald;
- (c) Geoff MacDonald;
- (d) Dave Proctor;
- (e) Richard Andrell;
- (f) Rata Andrell;
- (g) Viveyan Tuhimata-Weke; and
- (h) Jeffrey Hynes.

ADDITIONAL DEFINITIONS

8.8 The definitions in part 5 of the general matters schedule apply to this deed.

INTERPRETATION

8.9 The provisions in part 6 of the general matters schedule apply in the interpretation of this deed.

SIGNED as a deed on 4 December 2010

SIGNED for and on behalf of RANGITĀNE by the mandated signatories in the presence of:

[Handwritten signature]

Signature of Witness

Witness Name: ALISTAIR TRAVERS SOWMAN

Occupation: MAYOR

Address: 13 PARKER ST
BLENHEIM

[Handwritten signature]
Richard Bradley

[Handwritten signature]
Judith MacDonald

[Handwritten signature]
Geoff MacDonald

[Handwritten signature]
Dave Proctor

[Handwritten signature]
Richard Andrell

[Handwritten signature]
Rata Andrell

[Handwritten signature]
Viveyan Tuhimata-Weke

[Handwritten signature]
Jeffrey Hynes

SIGNED by the Trustees of the RANGITĀNE O WAIRAU SETTLEMENT TRUST in the presence of:

Signature of Witness *[Handwritten signature]*

Witness Name: TAANE MACDONALD

Occupation:

Address: 1-9 NEW BOURNE CRES

[Handwritten signature]
Judith MacDonald

[Handwritten signature]
Geoff MacDonald

[Handwritten signature]
Dave Proctor

[Handwritten signature]
Richard Andrell

[Handwritten signature]
Rata Andrell

[Handwritten signature]
Viveyan Tuhimata-Weke

[Handwritten signature]
Jeffrey Hynes

SIGNED for and on behalf of
THE CROWN by the
Minister for Treaty of Waitangi Negotiations
in the presence of:

)
)
)
)
)

Christopher Finlayson

Hon Christopher Finlayson

[Signature]

Signature of Witness

Witness Name:

Colin King

Occupation:

Member of Parliament

Address:

Blenheim.

SIGNED for and on behalf of **THE CROWN**
by the Minister of Finance only in relation to
the indemnities given in Part 2 (Tax) of the
General Matters Schedule of this
Deed in the presence of

)
)
)
)
)

Simon William English

Hon Simon William English

[Signature]

Signature of Witness

Witness Name:

Andreaere Houkamau

Occupation:

Public Servant

Address:

Wellington.

Other witnesses / members of Rangitāne who support the settlement

H J Saddy
 Te Manawa Patoka - Hapi (Froston)
 Te Manawa Twomey - Waitai (Whanganui)

Maerenga Hoa Nicholson O.S.M. 91 years old.

The Hon Sir Douglas Gifford K.N.Z.M.

Pikihui Rehana (MacDonald) 73 yrs
 born Blenheim 24 Sept 1937.

Pikihui Rehana (Wellington) 43 yrs

Rongoruaipapa MacDonald (Manapouri) 69 +

Duncan MacDon.

Helen Rehana 42 yrs.

Aroha Rehana Peters 45 yrs.

Joseph - Runga Macdonald 83/51

James Te Arihona MacDonald (56 yrs - Hoki)

Vivie Hazel (- Hoki)

Francis Mac Donald

~~Howard MacDonald~~

Mario Helberd - MacDonald.

Israel Morgan Dennis Helberd

Kuia Carey - MacDonald

Wike Chambers - Wahipeihana

Hannah Chambers.

Shea Swannan Gardner

Other witnesses / members of Rangitāne who support the settlement

Katarena Sargison ~~that by~~ 40yrs
Jolie Sarginson
Reuben Sarginson
Alex McDonald-Aray

Nathan Waru Macdonald ~~that by~~
Jordan Manara Macdonald ~~that by~~

Kevana Norton ~~that by~~ 30yrs
ANARU NORTON ~~that by~~ 28yrs
Piata Norton 8 years

Maryn Sadd
Bailey Sadd 13 years
Eden Sadd 12 years
Jeanine K Sadd (43yrs)

Pat Wepiperhana ~~that by~~
Rhiana Macdonald ~~that by~~ 18yrs
Sydney Hines ~~that by~~ 15 years

ANTHINA THOMEY ~~that by~~
Kiley ~~that by~~
Kath Hemi QSM.
Paea Mackie Son of Sandra, Meko of Manara McDonald.
Jodie Palatchie & Nate Wilson " " " "

Ranva Palatchie
Corey Hebbard
Keegan Hebbard
Wanda Hebbard (Macdonald)

Other witnesses / members of Rangitāne who support the settlement

Myra MacDonald

Shana Kooru Kooru (MacDonald) (40yrs)

[Signature]

[Signature]

Pruce Sini / Steel / Sloane / Moore

(Georgina Sata (MacDonald Ngati Kere)

E. Tahu Donald. NGATI KERE

Englem MacDonald Rangitane.

Aidan (Duke) MacDonald Rangitane (26yrs)

Julay (Milly) Rangitane.

Sally McAllister (Moore) Rangitane

(Gabrielle Kinnell (Moore) Rangitane

~~Anna~~ Chevella (Rangitane) Ataera.

Kylie Welby (Ataera)

Raymond Nawao Ataera. 4/12/10

Davis Mac Donald Makeke Maun
Lena Ataera - Lena

Priscilla MacDonald Settle.

Darian MacDonald Settle

O'Shea MacDonald Settle

Jayden MacDonald Settle

Urijah. Potiki MacDonald Settle ,



Other witnesses / members of Rangitāne who support the settlement

TAISHA TANIRA P.P.
EMILY " P.P.

J.J. TUKAPUA

GEORGE WARREN TUKAPUA 4-12-10 LEVIN.

LYNDAL H. TANIRA P.P.

Carol Tukapua, 4-12-10, EMILY P. TUKAPUA P.P.

PIRI-HIRA " P.P.

Deborah Romano 4-12-10.

Gennaro Romano 4-12-10

John Mugwai Macdonald

Florence Mason Huntley 4-12-10

Kaya Iuy Puh; Rih; Huntley
Gerald Huntley 4.12.10

Anawairini Reader 4-12-2010

Alando TeOraha MacDonald 4-12-2010 Rongomaraeroa
TeOra Jacob-Bradley 4.12.2010 Porangahau

Hakopa Bradley 4.12.2010

CHRISTOPHER GEORGE MACDONALD 04-12-2010 KAIAPOI

ADA IRANUI BARTLETT 4/12/10 Kaiapoi
Marty Joseph Grant 4/12/10 Nelson

Andrew Paul MacDonald 4-12-10 Nelson

Leipourang Adam MacDonald 4-12-10 Hawkes Bay

John Macdonald - Gay 14/12/10 Levin

Mikayla MacDonald - Gay 4/12/10 Levin

Sebastian Whiting 4.12.10

Other witnesses / members of Rangitāne who support the settlement

Paross Whitling

Leslie Mac Donald - Hokio

Talia Macdonald 4.12.10

Lorna Macdonald 4.12.10

Quia Giff 4.12.2010

HECTOR PITAMA MACDONALD

Bruce McKunney 4/12/10

Topou

Te Ara Mahanga

MaryAnne Pearce. Waimarama

Tom Pearce WAIMARAMA

Hendall Hyes Grosvenor

Wendy De Hyes Ote-one

Curtly Macdonald 4/12/10

Sandra Tebbitt

Jeremy Tātene Machel

Ngakuria Twamsey-Waitai

Warren Sadd

Chanel Katorena Williams

Tui Macdonald 4 - 12 - 10

Other witnesses / members of Rangitāne who support the settlement

R. MacDonald - Invercargill

Safari Hynes Pito-~~one~~ 9 years

Katavenera Mina Williams (ne Patuaka)
Ariare Christina Joyce (ne Kura MacDonald)

Mandy Hyn. (ne McDonald)

Malachi Tukapua
te wai kōpū i tere wēhi kōhāna

Tony Rawiri Turoe
Clarence Neame (ne-Dolly Macdonald)

John Hart
Wartoa Mackae John Hart

Alec Macdonald

Arminia Hynes 65

Lucas Baker

M/Salt

R. Kingi
Whitu Keefe.

Hiram

Chad Settle

Other witnesses / members of Rangitāne who support the settlement

Eve Kelly

Moana Winitana

Phoebe Kaveney

M Radford

Jonathan Dick

Clare Kaveney

Pari Beverley

Robert Wehipehena

Wren Wehipehena

Camelita Wehipehena

Kyle Ann Wehipehena

Waimarie Wehipehena

Isabella Hipini

Sandra Evers

Shannara Thwaites

Tyson Thwaites

Rangituehu Twomey-Waltai

Timothy Willmore

[Signature]

Other witnesses / members of Rangitāne who support the settlement

~~Pobi Orachoo - SSS.~~
~~Greg Hill~~

Paula Boot.

~~Dee Green~~

PRISE IS MINNELL

~~Scott~~ Jessica Eccles

FR Hall

Gardiner Whanai

Maatete MacDonald (George/Kate)

orikaere Rohata orikaere (orikason)

Matt Will. (Matt Te Rangihira Williams)

James Whakirianga ~~Maatete~~

Leon Robertson.

Connor Robertson.

Sophia Robertson.

Paige Andrell

~~Michael~~

Linda Andrell

Jelania

Andrew S

Kieran

Andrew S

Aaliyah

Andrews

Michael Leopold Poetsch

Khuai Ewa Poetsch

Brianna Marie Poetsch

Maria Theres Silva - Milla

Yania Cesario Silva - Leulava

Ethone Leulava

Seth Sidweekes

Remia Leulava

Mohonri Leulava

Ano Jane Leulava

Atch

Jane Anne Wehpeitona. Poetsch

Other witnesses / members of Rangitāne who support the settlement

Brittany Andrell - Bunt

Aleshia Andrell Adnell

Wayne Andrews

Davies Joe Davies

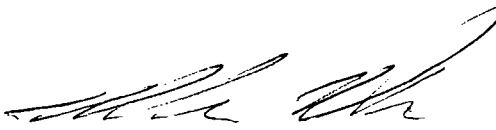
Tui Hama

Joane. W. Wehipehena.

Py Denny


Ruhi Wehipehena

Melanie Riwai-Couch.

 Edou
Mehana
Tukanae
Taiti Aotaki

Margaret MacDonald. ~~off~~ Donald. 4/12/2010.

Lf. White Lauree White (nee Sadd)

Lucas Macdonald 

D.J. Moses Damian John Moses

Bob Bond Margaret Bond

 Aroha Bond.

 Kate Childs Davies

JACK DAVIES

Other witnesses / members of Rangitāne who support the settlement

John Walter

John Patterson

Bobby Jo Looms

Arsha Hebbard

Ayla Looms

Thomas Looms

Carter Looms

Lesley Christine MacDonald (nee Smith) ^{Ki Manawatu} Daughter of Watene Hemi Whiro Smith

Janine Smith ^{Ki Manawatu} ~~Not a~~ (Daughter of Watene Hemi Whiro Smith)

Marie Tui Moore (nee Ateera)

William Raymond Moore (son of Marie Moore)

Teani Nuhia Moore (daughter of Marie Moore)

~~Lesley MacDonald~~ *Lesley MacDonald* Moana

MAC DONALD

Summer-Rose Malietoa

Cyrus Malietoa

Aiyana Malietoa

Samuel Malietoa

Tamariki of

Helena & Tracy Malietoa.

Granddaughter of (Manny) James Nicholas

MacDonald

Nanda Sudd.

Michael Fyfe

Luke van Veltroover

Devon van Veltroover

Julia Billing

Kahu Gudon,

Pearmanis Oterangi Gudon-Gaete

Te Awarau Gudon-Gaete

Krysal Gudon

Other witnesses / members of Rangitāne who support the settlement

Cynthia Lewis Grandfather Waire Macdonald.

Jonon Tracey Weirau Neame.

Kevin Wayne Abbott
Harry Joe Abbott

John Leroy Gardiner

Tiana michelle gardiner. "

Chanelle Katarina Gardner

(Gemmae McKinney nee Macdonald.

Shona Caley . nee Macdonald
Tairiku CRUZ Victor Tuhimata

Ronette Heyford nee Macdonald.

Mary Olive Gertrude Begbie
Christine Macdonald

Phillips Macdonald.

Brooklyn Serene Mac Donald - Tibble (aged 6 yrs.)

(Jane Moana Mac Donald - Tibble

Valerie Animoa Gould

Margaret Helen Thompson - nee Moore

Anthony Raymond Moore

Isabelle Wikitoria Patutaka

~~Joseph~~ Tairangi / Te Whi o Kae
pp: Keiopa Patutaka & Rangomaiwahine

Grace Lewis / Father Watene Macdonald

Kurawari Papanene wharan " "

Linda Grant & Marty Grant & Whanau.

Other witnesses / members of Rangitāne who support the settlement

AAtareta May (Tatvaka) Tamihana
 Ngati kua (Bofy) Patuoka) Ramebotham
 Betty Rangi (Patuoka) Whaanga) Stewers

Benjamin Ripley
 Jean Wilson (MacDonald)

Lige Whareaitu Haki
 Bobel McDonald Smith

(Maude McHarald (Joseph
 Una bunniffe (bootes)

James Andell (MacDonald)

Charlotte Atana (Masar)

Witemu Juhimata

Caroline Ruckstuhl ne Macdonald Beaton

Katharina Ruckstuhl

(Helena Seewen
 M.H. (PATRICK SMITH)

Kristian Hall-Smith

Sped. McDonald. (Wehperehana.)

Robin Cox DOC Sounds

L. L. Minnell

Leobel (Patvaka) Borck

Marie Matariki (Patuoka) Cross

Mania Patuoka

Richard Tame Tima II Patuoka

Haki Leste Patuoka

Other witnesses / members of Rangitāne who support the settlement

Guéy Rose [unclear] [unclear]
[unclear]

Waikanae Joseph Mason Makopara o Mehana Kereripo.

~~Christie~~ Ngabo Aldridge

CHESTER Kouroumu

Rawinia Tulgamala
(Mason)

[Signature]
Merepaea Smith

[Signature]

Hoslie Smith

Jerahu [unclear] David Frederick nga waka [unclear] (Wairarapa)

George Watene Manu Smith (TE METE).

Jeremy Banks Louis Ngatiamu TE METE - Grandson of
Watene Hemi Whiro Smith

[Signature] Peter C Williams (TONGA IS)

Ariana Banks
Xanthe Banks
Lucia Banks

Tony Peter Hapi Factor

Sarah Elizabeths McKendle

Andrea Cross

Gary Hibbs

Carla Tamihana

Glama Tamihana

Nathan Tamihana

Kytalia Atariti May

Elsie Tamihana

Hirama Tamihana

Michael Borek

LAURENCE MACDONALD

Rj Andrell

Jane A Paetsch (Wehipeihana)

Ayla Looms - 7 years old

Carter Looms 1 year old

Herdi-anna Gordon

Geil Swaddell

Howard Gould.

Ashleigh Chambers. Daughter of Stuart Chambers.

Stuart Chambers

Adrian Chambers.

Tara Anne Tahuomy Bradley

LAURENCE

MACDONALD