

**DEED OF GRANT OF RIGHT OF FIRST REFUSAL
OVER CROWN LAND**

DATE: 12 November 2002

BETWEEN:

- (1) SIR GRAHAM STANLEY LATIMER, MOREHU KENA, JIMMY MARAMATANGA CONNELLY, RUSSELL RATA KEMP, RAWSON SYDNEY AMBROSE WRIGHT, AND TAPIHANA SHELFORD as trustees for the time being of TE URI O HAU SETTLEMENT TRUST (together, *Te Uri o Hau Governance Entity*)
- (2) HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND (*the Crown*)

BACKGROUND:

- A. Te Uri o Hau and the Crown are parties to a Deed of Settlement dated 13 December 2000.
- B. Under that Deed of Settlement, the Crown agreed with Te Uri o Hau that (if that Deed of Settlement became unconditional) it would enter into a deed granting Te Uri o Hau Governance Entity a right of first refusal over certain properties owned by the Crown.
- C. This Deed is in satisfaction of the obligations of the Crown referred to in *Background B*.

NOW THEREFORE the parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

Business Day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year, and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Northland;

Control for the purposes of subclause (d) of the definition of Crown Body means:

- (a) in relation to a company, control of the composition of the board of directors of the company; and
- (b) in relation to any other body, control of the composition of the group that would be the board of directors if the body was a company;

Crown has the same meaning as in section 2(1) of the Public Finance Act 1989 but, for the avoidance of doubt, does not include the New Zealand Railways Corporation;

Crown Body means:

- (a) the Crown (whether acting through a Minister or otherwise);
- (b) a Crown entity (as defined in the Public Finance Act 1989) and includes the New Zealand Railways Corporation;
- (c) a State enterprise (as defined in the State-Owned Enterprises Act 1986); or
- (d) any company or body which is wholly-owned or controlled by:
 - (i) the Crown, a Crown entity or a State enterprise; or
 - (ii) a combination of the Crown, a Crown entity, Crown entities, a State enterprise or State enterprises, and includes any subsidiary of or related company to, any such company or body;

Dispose means:

- (a) to transfer an estate in fee simple; or
- (b) to grant a new lease the term of which, including rights of renewal or of extension is, or could be, for 50 years or longer;

but does not include the vesting of a reserve under section 26 or section 26A of the Reserves Act 1977;

Effective Date means [*here insert the date on which the Deed of Settlement becomes unconditional*];

Expiry Date means, in respect of an RFR Notice, the date one month after the RFR Notice is received by Te Uri o Hau Governance Entity;

RFR Area has the same meaning as in the Deed of Settlement and is the area identified in the map included in the *Third Schedule*;

RFR Notice means a written notice to Te Uri o Hau Governance Entity which offers to Dispose of the RFR Property to Te Uri o Hau Governance Entity at the price and on the terms and conditions set out in the notice;

RFR Property means every parcel of land which is:

(a) in the RFR Area on the Effective Date and is:

- (i) vested in the Crown or held by the Crown under any Act; or
- (ii) vested in another person under section 26 or section 26A of the Reserves Act 1977;

but does not include:

(iii) the following parcels of land:

- (aa) Corner Cove, Tara and Garbolino Roads, Mangawhai Allotment 241 Parish of Mangawhai, Block III Mangawhai Survey District;
- (bb) 2 View Road, Maungaturoto, Lot 2 DP 42651 and being Part Ohungarere Block; and
- (cc) Ararua Road (School) Ararua Part Allotment 123 Parish of Matakohe; or

(iv) any land or roads vested in the Crown by section 44 of the Transit New Zealand Act 1989, or

(v) any “railways assets” of the Crown within the meaning of paragraph (c) of the definition of “railway assets” in section 2 of the New Zealand Railways Corporation Restructuring Act 1990;

(b) transferred to the Crown as the consideration, or part of the consideration, for a disposal under *clause 7.1(g)*.

1.2 Interpretation

In the interpretation of this Deed, unless the context otherwise requires:

- (a) headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- (b) where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- (c) the singular includes the plural and vice versa, and words importing one gender include the other genders;
- (d) a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;
- (e) a reference to a document includes an amendment or supplement to, or a replacement or novation of, that document;
- (f) references to monetary amounts are to New Zealand currency;
- (g) a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- (h) a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- (i) a reference to a date on which something must be done includes any other date which may be agreed in writing between Te Uri o Hau Governance Entity and the Crown;
- (j) where the day on or by which anything to be done is not a Business Day, that thing must be done on or by the next Business Day; and
- (k) a reference to time is to time in New Zealand.

2 NOTICE TO BE GIVEN BEFORE DISPOSING OF AN RFR PROPERTY

2.1 Crown must give RFR Notice

The Crown must, before Disposing of an RFR Property, give an RFR Notice in respect of the property.

2.2 Crown may withdraw notice

The Crown may withdraw an RFR Notice at any time before Te Uri o Hau Governance Entity accepts the offer in that notice under *clause 3*. If the Crown withdraws a notice, *clause 2.1* still applies to the RFR Property so that the Crown must give another RFR Notice before it Disposes of the RFR Property.

3 ACCEPTANCE BY TE URI O HAU GOVERNANCE ENTITY

If, by the Expiry Date, Te Uri o Hau Governance Entity accepts the offer set out in the RFR Notice by notice in writing to the Crown, a contract for the Disposal of the RFR Property is constituted between the Crown and Te Uri o Hau Governance Entity.

4 NON-ACCEPTANCE BY TE URI O HAU GOVERNANCE ENTITY

If:

- (a) the Crown gives Te Uri o Hau Governance Entity an RFR Notice; and
- (b) Te Uri o Hau Governance Entity does not accept the offer set out in the RFR Notice by notice in writing to the Crown by the Expiry Date;

the Crown:

- (c) may, at any time during the period of 2 years from the Expiry Date, Dispose of the RFR Property if the price and other terms and conditions of the Disposal are not more favourable to the purchaser or lessee than the price and other terms and conditions set out in the RFR Notice to Te Uri o Hau Governance Entity; but
- (d) must, promptly after entering into an agreement to Dispose of the RFR Property to a purchaser or lessee, give written notice to Te Uri o Hau Governance Entity of that fact and disclosing the terms of the agreement; and
- (e) must not Dispose of the RFR Property after the end of that 2 year period without first giving an RFR Notice under *clause 2.1*.

5 RE-OFFER REQUIRED

If:

- (a) the Crown has given Te Uri o Hau Governance Entity an RFR Notice; and
- (b) Te Uri o Hau Governance Entity does not accept the offer set out in the RFR Notice by notice in writing to the Crown by the Expiry Date; and

- (c) the Crown proposes to Dispose of the RFR Property again but at a price, or on other terms and conditions, more favourable to the purchaser or lessee than on the terms in the RFR Notice,

the Crown may do so only if it first gives another RFR Notice under *clause 2.1*.

6 TERMS OF THIS DEED NOT TO AFFECT CERTAIN RIGHTS AND RESTRICTIONS

Nothing in this Deed affects, or derogates from, and the rights and obligations created by this Deed are subject to:

- (a) the terms of any gift, endowment, or trust relating to any RFR Property existing before the Effective Date;
- (b) the rights of any holders of mortgages over, or of security interests in, any RFR Property;
- (c) any legislation or rule of law that must be complied with before any RFR Property is Disposed of to Te Uri o Hau Governance Entity;
- (d) any feature of the title to, or any characteristic of, any RFR Property that prevents or limits the Crown's right to Dispose of the RFR Property to Te Uri o Hau Governance Entity;
- (e) any legal requirement that:
 - (i) prevents or limits the Crown's ability to sell or otherwise Dispose of an RFR Property to Te Uri o Hau Governance Entity; and
 - (ii) the Crown cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps do not include changing the law); and
- (f) any requirement under any legislation or rule of law that the Crown must Dispose of an RFR Property to any third party.

7 THIS DEED DOES NOT APPLY IN CERTAIN CASES

7.1 Disposal to certain persons are exempt

Clause 2.1 does not apply if the Crown is Disposing of an RFR Property to:

- (a) Te Uri o Hau Governance Entity;

- (b) a person to give effect to this Deed or to the Deed of Settlement referred to in *Background A*;
- (c) a Crown Body, if that Crown Body takes the RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of Te Uri o Hau Governance Entity in the form set out in the First Schedule to this Deed;
- (d) a person to whom the RFR Property is being Disposed of under any of the following enactments:
 - (i) sections 40 or 41 of the Public Works Act 1981 (or those sections as applied by any other legislation);
 - (ii) sections 23, 24 or 26 of the New Zealand Railways Corporation Restructuring Act 1990;
 - (iii) section 207(4) of the Education Act 1989;
- (e) the existing tenant of a house on any RFR Property that is held on the Effective Date for education purposes;
- (f) a person who immediately before the Disposal, holds a legal right created on or before the Effective Date to purchase the RFR Property or to be granted a lease of it or be offered the opportunity to purchase the RFR Property or take a lease of it;
- (g) a person to whom the RFR Property is being Disposed of under any of the following enactments:
 - (i) sections 16A or 24E of the Conservation Act 1987;
 - (ii) section 15 of the Reserves Act 1977; or
 - (iii) an Act of Parliament that:
 - (aa) excludes the RFR Property from a national park within the meaning of the National Parks Act 1980; and
 - (bb) authorises the RFR Property to be disposed of in consideration or part consideration for other land to be held or administered under the Conservation Act 1987, the National Parks Act 1980 or the Reserves Act 1977;

- (h) a person to whom the RFR Property is being Disposed of under section 93(4) of the Land Act 1948;
- (i) the lessee under a lease of an RFR Property granted, on or before the Effective Date, (or granted after that date but in renewal of a lease granted on or before that date) under:
 - (i) section 66 of the Land Act 1948;
 - (ii) section 67 of the Land Act 1948;
 - (iii) section 93(4) of the Land Act 1948; or
 - (iv) the Crown Pastoral Lands Act 1998;
- (j) a person to whom the land is being disposed of under any of the following enactments:
 - (i) section 117(3) of the Public Works Act 1981 (other than a person to whom the land is being Disposed of under the words “may be dealt with as Crown land under the Land Act 1948” in paragraph (b) of that section); or
 - (ii) section 119(2) of the Public Works Act 1981;
- (k) a person to whom the RFR Property is being Disposed of by way of gift for charitable purposes; or
- (l) a person to whom the RFR Property is being Disposed of under section 355(3) of the Resource Management Act 1991.

7.2 Effect of exempt Disposals to Crown Bodies

A Crown Body to whom an RFR Property is being Disposed of under *clause 6* or *clauses 7.1(d) to (l)* (inclusive) is not required to enter into a deed under *clause 7.1(c)*.

7.3 Disposals for certain purposes are exempt

Clause 2.1 does not apply:

- (a) To the Disposal of an RFR Property to a local authority under section 50 of the Public Works Act 1981; or
- (b) To the Disposal of an RFR Property which:

- (i) immediately before the Disposal is held by the Crown for a public work (as defined in the Public Works Act 1981); and
- (ii) after the Disposal will be held or used for the purpose or activity which, immediately before the Disposal, constituted the public work,

if the person to whom the RFR Property was Disposed of takes the RFR Property subject to the terms of this Deed and enters into a Deed (at the Crown's expense) in favour of Te Uri o Hau Governance Entity in the form set out in the First Schedule to this Deed if *clause 7.3(a)* applies or the Second Schedule to this Deed if *clause 7.3(a)* does not apply.

7.4 Effect of exempt Disposals

A person to whom an RFR Property is being Disposed of under *clause 6* or *clause 7.1(d) to (l)* (inclusive) is not required to enter into a deed under *clause 7.3*.

8 TIME LIMITS

Time is of the essence for all time limits imposed on the Crown and Te Uri o Hau Governance Entity under this Deed. The Crown and Te Uri o Hau Governance Entity may agree in writing to an extension of time limits.

9 ENDING OF RIGHT OF FIRST REFUSAL

9.1 RFR ends on Disposal which complies with this Deed

The obligations of the Crown set out in this Deed shall end in respect of each RFR Property on a transfer of the estate in fee simple of the RFR Property in accordance with *clauses 3, 4, 6* or *7*.

9.2 RFR ends after 50 years

The obligations of the Crown set out in this Deed end 50 years after the Effective Date.

10 DISPOSAL OF MORE THAN ONE PROPERTY

Any offer made under *clause 2.1* may be in respect of more than one RFR Property but this Deed shall apply to that offer as if all the RFR Properties included in the offer were a single RFR Property.

11 NOTICES

11.1 Notices in writing

Any notice or other communication given under this Deed to a party shall be in writing addressed to that party at the address or facsimile number from time to time notified by that party in writing to the other party. Until any other address or facsimile number of a party is notified, they will be as follows:

The Crown:

The Solicitor General
Crown Law Office
St Pauls Square
45 Pipitea Street
(PO Box 5012)
WELLINGTON

Te Uri o Hau Governance Entity:

TUOH Settlement Trust
3-5 Hunt Street
3rd Floor
Taitokerau Maori Trust Board Building
(PO Box 657)
WHANGAREI

11.2 Methods of delivery

Delivery of a notice may be effected by hand, by mail or by facsimile.

11.3 Hand delivery

A notice or other communication delivered by hand will be deemed to have been received at the time of delivery. However, if the delivery is not made on a Business Day or is made after 5.00 pm on a Business Day, then the notice or other communication will be deemed to have been received on the next Business Day.

11.4 Delivery by post

A notice or other communication delivered by mail will be deemed to have been received on the second Business Day after posting.

11.5 Delivery by facsimile

A notice or other communication sent by facsimile will be deemed to have been received on the day of transmission. However, if the date of transmission is not a Business Day or the transmission is sent after 5.00 pm on a Business Day then the notice or other communication will be deemed to have been received on the next Business Day after the date of transmission.

12 NO ASSIGNMENT

Te Uri o Hau Governance Entity's rights and obligations under this Deed of Grant of Right of First Refusal Over Crown Land are not assignable.

EXECUTED as a deed on the date first written above.

Signed for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by the Minister in Charge of Treaty of Waitangi Negotiations



Honourable Margaret Wilson

in the presence of:



Name: **HEATHER BAGGOTT**

Occupation: **PRIVATE SECRETARY**

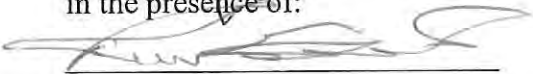
Address: **PARLIAMENT BUILDINGS,
WELLINGTON**

Signed by the trustees for the time being of
TE URI O HAU SETTLEMENT TRUST

Signed by **SIR GRAHAM STANLEY
LATIMER**



in the presence of:



Name: *Rima EDWARDS*

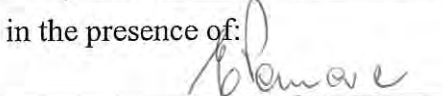
Occupation: *WSEY/HANE*

Address: *71 OKAHY RD
KAITAIA*

Signed by **MOREHU KENA**



in the presence of:

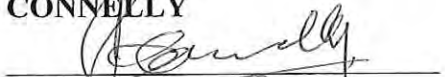


Name: *Effie Romare*


Occupation: *Retired*

Address: *72 Tervois St, Dargaville*

Signed by **JIMMY MARAMATANGA
CONNELLY**



in the presence of:



Name: *Effie Romare*

Occupation: *Retired*

Address: *72 Tervois St,
Dargaville*

Signed by **RUSSELL RATA KEMP**



in the presence of:

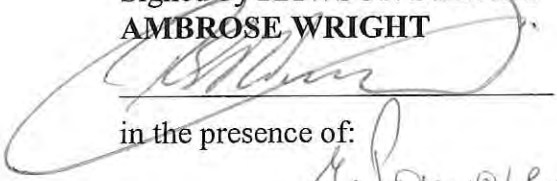
A Harding

Name: Amy Harding

Occupation: Beneficiary Registrar

Address: Taiputa Rd
Paparua

Signed by **RAWSON SYDNEY
AMBROSE WRIGHT**



in the presence of:

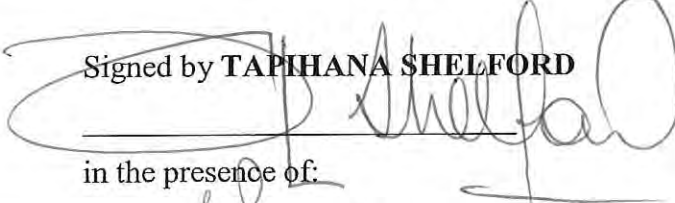
E Pomare

Name: Effie Pomare

Occupation: Retired

Address: 72 Servois St, Dargaville

Signed by **TAPIHANA SHELFORD**



in the presence of:

E Pomare

Name: Effie Pomare

Occupation: Retired

Address: 72 Servois St, Dargaville

FIRST SCHEDULE*(Clause 7.1(c) of this Deed)***DEED OF COVENANT***Date:***PARTIES**

- (1) [TRUSTEE'S NAME], [TRUSTEE'S NAME],, and [TRUSTEE'S NAME] as trustees for the time being of TE URI O HAU SETTLEMENT TRUST (together, *Te Uri o Hau Governance Entity*)
- (2) [THE CROWN BODY] (*New Owner*)
- (3) [HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND] or [[THE CROWN BODY] *if this Deed relates to a second or subsequent intra-Crown disposal*] (*Current Owner*)

BACKGROUND

- A The New Owner intends to take from the Current Owner a Disposal of the Property described in the schedule to this Deed (*Property*).
- B The Property is subject to a deed of grant of right of first refusal dated [] between the Crown and Te Uri o Hau Governance Entity (*Principal Deed*).
- C Under the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed from the New Owner in favour of Te Uri o Hau Governance Entity ensuring that the New Owner takes the Property subject to the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

NOW THEREFORE the parties agree as follows:**1 DEFINITIONS AND INTERPRETATION****1.1 Defined Terms**

In this Deed, unless the context requires otherwise:

terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the meanings given to them by the Principal Deed;

Effective Date means the date on which the New Owner takes a Disposal of the Property;

Property has the meaning given to it in Background A;

Principal Deed has the meaning given to it in Background B;

Transfer means the transfer described in *clause 2*.

1.2 Interpretation

The rules of interpretation set out in clause 1.2 of the Principal Deed also apply to the interpretation of this Deed.

2 TRANSFER BY CURRENT OWNER

The Current Owner transfers to the New Owner (with effect from the Effective Date) all its rights and obligations under the Principal Deed in so far as they relate to the Property.

3 ACCEPTANCE BY NEW OWNER

The New Owner, for the benefit of the Current Owner and Te Uri o Hau Governance Entity, accepts the Transfer.

4 CONSENT AND RELEASE BY TE URI O HAU GOVERNANCE ENTITY

Te Uri o Hau Governance Entity consents to the Transfer and releases the Current Owner (with effect from the Effective Date) from all of its obligations under the Principal Deed insofar as they relate to the Property.

EXECUTED as a deed on the date first written above

[*Insert execution clauses for:*

Current Owner

New Owner

Te Uri o Hau Governance Entity]

SCHEDULE

The Property

[describe the property]

SECOND SCHEDULE

(Clause 7.3 of this Deed)

DEED OF COVENANT

Date:

PARTIES

- (1) [TRUSTEE'S NAME], [TRUSTEE'S NAME],, and [TRUSTEE'S NAME] as trustees for the time being of TE URI O HAU SETTLEMENT TRUST (together, *Te Uri o Hau Governance Entity*)
- (2) [NAME OF PERSON TAKING DISPOSAL UNDER CLAUSE 7.3] (*New Owner*)
- (3) [HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND] or [THE CROWN BODY] (*Current Owner*)

BACKGROUND

- A The New Owner intends to take from the Current Owner a Disposal of the Property described in the schedule to this Deed (*Property*).
- B The Property is subject to a deed of grant of right of first refusal dated [] between the Crown and Te Uri o Hau Governance Entity (*Principal Deed*).
- C Under the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed from the New Owner in favour of Te Uri o Hau Governance Entity ensuring that the New Owner takes the Property subject to the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

NOW THEREFORE the parties agree as follows:

1 DEFINITIONS AND INTERPRETATION**1.1 Defined Terms**

In this deed, unless the context requires otherwise:

terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the meanings given to them by the Principal Deed;

Effective Date means the date on which the New Owner takes a Disposal of the Property;

Property has the meaning given to it in Background A;

Principal Deed has the meaning given to it in Background B;

Transfer means the transfer described in *clause 2*.

1.2 Interpretation

The rules of interpretation set out in clause 1.2 of the Principal Deed also apply to the interpretation of this Deed.

2 TRANSFER BY CURRENT OWNER

The Current Owner transfers to the New Owner (with effect from the Effective Date) all its rights and obligations under the Principal Deed in so far as they relate to the Property.

3 ACCEPTANCE BY NEW OWNER

The New Owner, for the benefit of the Current Owner and Te Uri o Hau Governance Entity, accepts the Transfer.

4 CONSENT AND RELEASE BY TE URI O HAU GOVERNANCE ENTITY

Te Uri o Hau Governance Entity consents to the Transfer and releases the Current Owner (with effect from the Effective Date) from all of its obligations under the Principal Deed insofar as they relate to the Property.

5 OBLIGATION TO MAKE OFFER

5.1 Request by Te Uri o Hau Governance Entity

Te Uri o Hau Governance Entity may give written notice to the New Owner requesting the New Owner to make an offer under clause 2.1 of the Principal Deed.

5.2 Offer notice to be given if Property no longer required

The New Owner must give a written notice under clause 2.1 of the Principal Deed if, on the date of receipt by the New Owner of a notice under *clause 5.1*, the Property is no longer being held or used for the purpose or activity which, immediately before the Disposal to the New Owner, constituted the public work referred to in *clause 7.3* of the Principal Deed. *Clause 2.2* of the Principal Deed does not apply to that written notice.

5.3 Frequency of requests

A notice under *clause 5.1* may not be given within 3 years:

- (a) of the Effective Date; and
- (b) of the date of receipt by the New Owner of the last notice under *clause 5.1*.

EXECUTED as a deed on the date first written above.

[Insert execution clauses for:

Current Owner

New Owner

Te Uri o Hau Governance Entity]

SCHEDULE

THE PROPERTY

[describe the property]

THIRD SCHEDULE

(Clause 1.1 of this Deed)

RFR AREA

[Map to be attached]

Edo.

