

NGĀTI APA KI TE RĀ TŌ

and

NGĀTI APA KI TE RĀ TŌ TRUST

and

THE CROWN

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

29 October 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 Ngāti Apa ki te Rā Tō (**Ngāti Apa**) 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 Ngāti Apa;
- specifies the cultural redress, and the financial and commercial redress, that is to be provided in settlement to the Ngāti Apa ki te Rā Tō Trust, that has been approved by Ngāti Apa as the governance entity to receive the redress;
- includes definitions of:
 - the historical claims; and
 - Ngāti Apa;
- 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

NGĀTI APA

and

NGĀTI APA KI TE RĀ TŌ TRUST

and

THE CROWN

1 BACKGROUND

NEGOTIATIONS

- 1.1 Ngāti Apa 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 Peter Mason, Brendan Wilson and Kathleen Hemi QSM on behalf of Ngāti Apa, agreed, in principle, that Ngāti Apa 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 Ngāti Apa have, since the initialling of the deed of settlement, by a majority of:
 - 1.4.1 99%, 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 Ngāti Apa.
- 1.6 The governance entity approved entering into, and complying with, this deed by resolution of trustees on 28 October 2010.
- 1.7 The Crown is satisfied:
 - 1.7.1 with the ratification and approvals of Ngāti Apa 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.
- 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 Ngāti Apa; and
 - 1.8.2 those general parts of the draft settlement bill that apply to Ngāti Apa.

1: BACKGROUND

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.

2 HISTORICAL ACCOUNT

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

NGĀTI APA BEFORE 1840

- 2.2. Ngāti Apa have lived in the northern South Island for many generations. Ngāti Apa have close whakapapa connections with other Kurahaupō iwi (Rangitāne o Wairau and Ngāti Kuia). Ngāti Apa established themselves as tangata whenua in this region through conquest, intermarriage and assimilation with the tribes they found residing there, including Ngāti Tumatakokiri. The maunga and awa of the region are the source of many Ngāti Apa stories and whakatauki, and in some cases embody their tupuna.
- 2.3. Ngāti Apa have occupied and used resources in the outer Marlborough Sounds at Anamahanga (Port Gore), Waimea, Whakatu (Nelson) Te Tai Aorere (Golden Bay), Te Tai Tapu (Tasman Bay, Whanganui and the northern West Coast) and down to the Kawatiri region. Ngāti Apa customary rights often overlapped and intersected with Kurahaupō and other iwi, especially at Anamahanga, Tasman Bay and Kawatiri. Non-exclusive and shared occupation and use rights in these areas were governed by whakapapa and customary protocols between the iwi.
- 2.4. Ngāti Apa communities across the region were linked by a well-used system of trails through the interior. These trails also formed conduits for contact with other iwi and for trade in goods including pounamu (greenstone) and pakohe (argillite). The Nelson Lakes formed the hub of this extensive network of trails which also connected Ngāti Apa with tribal communities in the Wairau (Marlborough), Te Hoiere (Pelorus) and other areas.
- 2.5. Iwi from the North Island began arriving in the northern South Island in the 1820s. The first arrivals came as a result of a tuku (a customary gift of land which imposed reciprocal rights on both parties) by the ariki Tutepourangi, a chief of Ngāti Apa and the other Kurahaupō iwi. The tuku involved land between Te Matau (Separation Point) and Anatoto (Clay Point), including Rangitoto (D'Urville Island). Soon after Tutepourangi's tuku an alliance of North Island iwi invaded the northern South Island. Ngāti Apa (and the other Kurahaupō iwi) were defeated in a series of battles, and the northern iwi subsequently strengthened their rights through occupation.
- 2.6. However, 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, Ngāti Apa continued to live on the land, retained their tribal structures and chiefly lines, and maintained their ancestral connections with the whenua. There was also room for the recovery of status and the revival of rights as British rule began to take effect after 1840.

INVESTIGATION OF THE PRE-TREATY NEW ZEALAND COMPANY PURCHASE

- 2.7. 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 North Island iwi that purported to include the entire northern South Island. Ngāti Apa were not consulted by the New Zealand Company.
- 2.8. 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

NGĀTI APA 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.

- 2.9. In November 1840 the British Government and the Company reached an 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 it had spent. Despite this agreement, the British Government still expected the Land Claims Commission to inquire into the equity of the Company's claims.
- 2.10. 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. In July 1844 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 Ngāti Apa.
- 2.11. Spain commenced his Nelson hearings in August 1844, but suspended the inquiry after two days when the Company asked for an arbitration process similar to that used in other parts of the country. Spain did not take evidence from Ngāti Apa, even though a number were present in Nelson at the time. As a result of this arbitration an additional payment was made by the Company to each of the resident North Island iwi. Ngāti Apa were not involved in this arbitration and did not directly receive a share of the payment. Spain subsequently recommended an award to the Company of 151,000 acres.

TENTHS RESERVES

- 2.12. The New Zealand Company's original scheme for European settlement provided that one tenth of all land purchased would be reserved for Māori. Commissioner Spain recommended that Tenths reserves be set aside for Māori in the land the Company received.
- 2.13. 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 Ngāti Apa and the other Kurahaupō tribes. He argued that the iwi had remained in occupation of land in Tasman Bay and Whakatu. However, the Court based its decision on the view that rights of conquest as at 1840 - supported by occupation - were sufficient proof of exclusive ownership. As a result of this determination Ngāti Apa and other Kurahaupō people were excluded from the income and other benefits derived from the Nelson Tenths reserves. Ngāti Apa and the other unsuccessful Kurahaupō claimants maintain that this judgment was incorrect.

CROWN PURCHASING AND THE TE WAIPOUNAMU PURCHASE

- 2.14. The Crown attempted to purchase most of the remaining Māori land in the northern South Island between 1847 and 1856. Some of these purchases included areas occupied by Ngāti Apa, and within which they held customary interests. Ngāti Apa were not consulted and were not included in any purchase negotiations. This was despite the fact that the Crown's Land Purchase Commissioner, Donald McLean, was aware from as early as 1852 that Ngāti Apa claimed rights in some areas he was negotiating for. Consequently Ngāti Apa, in contrast to all the other northern South Island iwi, received no payment for the alienation of their land, and no reserves were set aside for them.

2: HISTORICAL ACCOUNT

- 2.15. More than a generation was to pass before Ngāti Apa were able to present evidence of their customary interests at the Native Land Court's Te Tai Tapu title investigation in 1883. As a result of the Crown's failure to investigate the nature and extent of their rights during the 1847-1856 purchases Ngāti Apa were almost 'written out' of the history of the northern South Island.

THE ARAHURA PURCHASE AND ITS AFTERMATH

- 2.16. In 1860 the Crown acquired the remaining Māori land interests on the South Island's West Coast through the Arahura purchase - an area of 7.5 million acres stretching from Kahurangi Point to Milford Sound. In contrast to earlier Crown purchases this transaction involved Ngāti Apa. A senior Ngāti Apa rangatira - Puaha Te Rangi - was present at the purchase negotiations and 'demanded' recognition of Ngāti Apa's interests. The legitimacy of Puaha Te Rangi's claim was accepted by other iwi involved in the sale and James Mackay, the Crown's land purchase agent. Puaha Te Rangi was a signatory to the Arahura deed.
- 2.17. Ngāti Apa received a share of the £300 purchase price and up to 424 acres of occupation reserves in and near what later became the town of Westport. In the harsh environment of the West Coast this was inadequate, especially when wide-ranging access to mahinga kai (wild food) had formed a crucial part of Ngāti Apa subsistence in this region. A later Commission of Inquiry described occupation reserves allocated to Māori as a result of this purchase as the 'bare minimum which the owners could be induced to accept'.
- 2.18. The Young Commission investigated the ownership of the West Coast occupation reserves in 1879. Titles to the Ngāti Apa reserves were awarded to only four individuals. This had the effect of legally excluding tribal control of the land. The individualisation of title in 1879 also resulted in the fragmentation of land interests over time into uneconomic units.
- 2.19. The 1860 Arahura deed also set aside 3,500 acres of endowment reserves for Māori. Ngāti Apa subsequently obtained recognition of their customary rights in several of the endowment reserves through a series of Māori Land Court and Māori Appellate Court cases. In 1926 Ngāti Apa were awarded a one-tenth beneficial share in six rural endowment reserves located between the town of Westport and Kahurangi Point. In 1940 Ngāti Apa were awarded a nine-tenths beneficial share in the valuable Westport town section reserves.
- 2.20. For various reasons, including inefficient Māori and Public Trustee administration, Ngāti Apa and other Māori did not obtain significant benefits from their endowment reserves.
- 2.21. From the 1930s Ngāti Apa endowment and occupation lands on the West Coast were reduced. The Crown took land for public works and scenery preservation. Other land was sold by its owners or vested in the Māori Trustee, who leased it, or in some cases sold it.
- 2.22. In 1973 the Commission of Inquiry into Māori Reserved Lands investigated the West Coast reserves. The Commission acknowledged that iwi interests in the Westport town sections were different from other West Coast reserves because Ngāti Apa held a nine-tenths interest in the town sections. The Commission put forward two options for the future management of the Westport sections. Firstly, if the owners desired, the lands might be included in an incorporation, together with other West Coast reserves. In this case the owners would effectively become shareholders in a body corporate, and an elected committee of management would administer the land. Alternatively, two owner

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representatives might work with the Māori Trustee to determine the future administration of the Westport sections.

- 2.23. The Crown convened two consultation hui to decide the future of the West Coast reserves, including the Westport town sections. A total of five Ngāti Apa people attended the two hui. They did not purport to represent the iwi, or other Ngāti Apa owners of the Westport sections. The Crown did not consult separately with Ngāti Apa on this matter. The question put to the consultation hui was whether or not to transfer all the West Coast reserves, including the Westport town sections, into an incorporation. The Crown did not offer the Ngāti Apa Westport section owners the alternative option of working with the Māori Trustee. As a result of the hui all Ngāti Apa's remaining land interests on the West Coast, including the Westport town sections, other endowment reserves and their remaining occupation reserves, were vested in the Greymouth-based Mawhera Incorporation. Although they became shareholders in the Incorporation the Ngāti Apa owners no longer controlled the land and could not utilise it for Ngāti Apa tribal or community purposes.

THE NATIVE LAND COURT

- 2.24. In 1883 the Native Land Court investigated the ownership and awarded title to the Te Tai Tapu and Whakapuaka blocks, which had been excluded from earlier Crown purchases. Ngāti Apa 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 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 another iwi. The Court did not consider that Ngāti Apa (and the other Kurahaupō iwi) had revived their rights in the period after 1840.

- 2.25. Ngāti Apa and other Kurahaupō iwi withdrew their claims to Whakapuaka during the hearing of that case. It is Ngāti Apa's view that their tupuna had concluded that the Court would not recognise their interests.

- 2.26. A limited recognition of Ngāti Apa interests occurred in 1889, when the Native Land Court awarded title to reserves at Anamahanga (Port Gore) in the outer Marlborough Sounds. Two small reserves (of 298 and 5 acres respectively) were awarded to Ngāti Apa whānau on the basis of their long unbroken occupation of the land. The larger reserve was sold to private purchasers in 1929. After this sale the five acres at Anamahanga was the only land remaining in Ngāti Apa ownership outside the West Coast. This land remains in Ngāti Apa ownership today.

SOUTH ISLAND LANDLESS NATIVES RESERVES (SILNA)

- 2.27. The insufficiency of reserves set aside from earlier Crown purchases caused great economic hardship for all South Island Māori, including Ngāti Apa. In the 1880s Marlborough Māori petitioned the Government arguing that they had insufficient land to live on. In 1886 the Native Minister established a Commission of Inquiry to identify landless Marlborough Māori. This inquiry later expanded to include the whole South Island and took many years to complete.

- 2.28. The Commissioner, Alexander Mackay, had by 1898 identified 681 landless Māori in Marlborough (including some Ngāti Apa) and recommended that each adult should receive 40 acres and each child 20 acres, less any land they already held. The South Island Landless Natives Act was passed in 1906 to facilitate the provision of titles to

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those identified as being landless. Much of the land reserved was rough and isolated, and was of little economic utility to landless Māori in the northern South Island.

- 2.29. In 1895 Hoani Mahuika of Ngāti Apa petitioned the Government to provide additional land in the Buller (Kawatiri) district. The Government accepted this claim and a number of Ngāti Apa individuals, and others, were identified as being eligible for land. The land sought by the applicants was located along the Heaphy River, including an area that contained wāhi tapu. Thirty-eight unsurveyed sections were earmarked for individual owners in 1898. The land was never formally reserved, however, and the sections were never granted to Māori. In 1974 these sections were included in the North-West Nelson State Forest Park.

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

- 3.1 The Crown acknowledges that it has failed to deal with the long-standing grievances of Ngāti Apa 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 Ngāti Apa customary rights and interests. This meant that the Crown failed to recognise or protect Ngāti Apa rights and interests to their full extent, which resulted in prejudice to the iwi. This was a breach of the Treaty of Waitangi and its principles.
- 3.2 The Crown acknowledges that it failed to adequately investigate the customary rights of Ngāti Apa before granting land to the New Zealand Company. As a result the Crown did not consult, negotiate with, and compensate Ngāti Apa for their rights in those lands. The Crown failed to actively protect the interests of Ngāti Apa and this was a breach of the Treaty of Waitangi and its principles.
- 3.3 The Crown failed to adequately protect the interests of Ngāti Apa 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 Ngāti Apa received 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 adequately investigate the rights of Ngāti Apa at the time of the Spain Commission and protect the interests of Ngāti Apa when completing the Company's Nelson purchase had an ongoing effect on Ngāti Apa. From this point, the ability of Ngāti Apa 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 investigate and recognise Ngāti Apa customary rights or deal with the iwi when it embarked on a series of purchases in Te Tau Ihu between 1847 and 1856. Ngāti Apa were afforded minimal recognition in the 1860 Arahura purchase. The Crown acknowledges that:
- 3.5.1 Ngāti Apa received no payment for the alienation of their land in Crown purchases carried out between 1847-1856;
 - 3.5.2 it did not acquire the Ngāti Apa interests in land it later treated as purchased;
 - 3.5.3 no reserves were set aside for Ngāti Apa from the Crown's Waipounamu purchase; and
 - 3.5.4 the occupation reserves set aside for Ngāti Apa in connection with the Crown's Arahura purchase were insufficient for the present and future needs of Ngāti Apa and that over time these reserves were subject to further alienation.

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

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3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.6 The Crown acknowledges that in purchasing almost the entire Te Tau Ihu region, Ngāti Apa were the only iwi in Te Tau Ihu the Crown did not sign a purchase deed with or provide with reserves.
- 3.7 The Crown acknowledges that Ngāti Apa received little economic return from the endowment reserves granted to them on the West Coast.
- 3.8 The Crown acknowledges that it failed to adequately consult the Ngāti Apa owners of West Coast reserves between Kahurangi Point and Westport about the future management of those lands. This included failing to present the Westport town section owners with the full range of options recommended by the 1973 Commission of Inquiry into Maori Reserved Land. All Ngāti Apa's remaining West Coast reserves were subsequently vested in the Greymouth-based Mawhera Incorporation. Ngāti Apa owners became shareholders in the Incorporation, but lost control of their lands. This gave rise to a grievance which is still keenly felt by Ngāti Apa today.
- 3.9 The Crown acknowledges that members of Ngāti Apa were never issued title to land allocated to them at Whakapoai under the 'landless natives' scheme. The Crown's failure to effectively implement the scheme meant that it did nothing to alleviate the landless position of Ngāti Apa in Te Tau Ihu. This failure was a breach of the Treaty of Waitangi and its principles.
- 3.10 The Crown acknowledges that its actions have impacted on the ability of Ngāti Apa to access many of their traditional resources, including the rivers, lakes, forests, and wetlands. The Crown also acknowledges that Ngāti Apa have lost control of many of their significant sites, including wāhi tapu, and that this has had an ongoing impact on their physical and spiritual relationship with the land.
- 3.11 The Crown acknowledges that by 1900 Ngāti Apa were a landless iwi. The Crown failed to ensure that Ngāti Apa 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 Ngāti Apa, and to their ancestors and descendents.
- 3.13 The Crown is deeply sorry that it has not always fulfilled its obligations to Ngāti Apa under the Treaty of Waitangi and unreservedly apologises to Ngāti Apa for the breaches of the Treaty of Waitangi and its principles acknowledged above.
- 3.14 The Crown profoundly regrets its failure since 1840 to appropriately acknowledge the mana and rangatiratanga of Ngāti Apa. The Crown's failure to recognise Ngāti Apa in any land purchases in Te Tau Ihu quickly left Ngāti Apa landless and almost wrote the iwi out of the history of Te Tau Ihu. The Crown is deeply sorry that its failure to recognise and protect the interests of Ngāti Apa has had a devastating impact on the social and economic well-being and development of Ngāti Apa.
- 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 tribal structures of Ngāti Apa, their autonomy and ability to exercise customary rights and responsibilities, and their access to customary resources and sites of significance.
- 3.16 Through this apology the Crown seeks to atone for these wrongs, restore its honour, and begin the process of healing. The Crown looks forward to building a new

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3: ACKNOWLEDGEMENTS AND APOLOGY

relationship with Ngāti Apa that is 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 Ngāti Apa as a result of the events on which the historical claims are or could be based; or
 - (b) to fully compensate Ngāti Apa for all loss and prejudice suffered;
 - 4.1.3 Ngāti Apa 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 Ngāti Apa and the Crown (in terms of the Treaty of Waitangi, its principles and otherwise).
- 4.2 The Crown acknowledges the constructive approach of Ngāti Apa in not requesting to have Crown forest land included within the redress package. The Crown also acknowledges that if Crown forest land had been included within the redress package then:
- 4.2.1 the cash settlement amount would have been \$12,447,054.71 lower than it will be under the terms of this deed; and
 - 4.2.2 clauses 6.11 to 6.25 (relating to the Airbase land) would not have been included in this deed.
- 4.3 The parties acknowledge that, should the settlement date be after 30 June 2011, the \$12,447,054.71 figure in clause 4.2.1 (the "**original figure**") will be recalculated using the same methodology used to calculate the original figure but taking into account the fact that the settlement date is later than 30 June 2011. Where this recalculation results in a figure greater than \$12,447,054.71 (the "**revised figure**"), the cash settlement amount will increase by the difference between the revised figure and the original figure.
- 4.4 Ngāti Apa acknowledges that, taking all matters into consideration (some of which are specified in clauses 4.1 and 4.2), the settlement is fair in the circumstances.

SETTLEMENT

- 4.5 Therefore, on and from the settlement date:
- 4.5.1 the historical claims are settled;
 - 4.5.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and

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4: SETTLEMENT

4.5.3 the settlement is final.

4.6 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

REDRESS

4.7 The redress, to be provided in settlement of the historical claims:

4.7.1 is intended to benefit Ngāti Apa collectively; but

4.7.2 may benefit particular members, or particular groups of members, of Ngāti Apa if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

4.8 The settlement legislation will, on the terms provided by sections 21 to 27 of the draft settlement bill:

4.8.1 settle the historical claims;

4.8.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement;

4.8.3 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 Ngāti Apa or a representative entity;

4.8.4 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;

4.8.5 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 Ngāti Apa ki te Rā Tō Trust, being the governance entity, may hold or deal with property; and

(ii) the Ngāti Apa ki te Rā Tō Trust may exist; and

4.8.6 require the Secretary for Justice to make copies of this deed publicly available.

4.9 Part 1 of the general matters schedule provides for other actions in relation to the settlement.

5 CULTURAL REDRESS

VEST AND GIFT BACK OF ALPINE TARNS, NELSON LAKES

Definitions

5.1 In clause 5.2 the **Alpine Tarns** means the following lakes:

- 5.1.1 Rotomairewhenua / Blue Lake;
- 5.1.2 Rotopōhueroa / Lake Constance;
- 5.1.3 Rotomaninitua / Lake Angelus;
- 5.1.4 Paratītiahi Tarns; and
- 5.1.5 Paraumu Tarn;

shown as "A", "B", "C", "D", "E" and "F" on SO 432660.

Vest and gift back

5.2 The settlement legislation will, on the terms provided by section 109 of the draft settlement bill, provide that:

- 5.2.1 the governance entity may give written notice to the Minister of Conservation of the date on which the Alpine Tarns are to vest in the governance entity;
- 5.2.2 the proposed date must be no later than 9 months after the settlement date;
- 5.2.3 the governance entity must give the Minister of Conservation at least 40 business days' notice of the proposed vesting date;
- 5.2.4 the Minister of Conservation must publish a notice in the *Gazette*:
 - (a) specifying the proposed date given by the governance entity in accordance with clauses 5.2.1 to 5.2.3 (the "**vesting date**"); and
 - (b) stating that the fee simple estate in the Alpine Tarns vests in the governance entity on the vesting date;
- 5.2.5 the fee simple estate in the Alpine Tarns vests in the governance entity on the vesting date;
- 5.2.6 on the seventh day after the vesting date, the fee simple estate in the Alpine Tarns vests in the Crown as a gift back to the Crown by the governance entity for the people of New Zealand;
- 5.2.7 despite the vestings under clauses 5.2.5 and 5.2.6:
 - (a) the Alpine Tarns remain part of Nelson Lakes National Park under the National Parks Act 1980, and that Act continues to apply to the national park, as if the vestings had not occurred;

5: CULTURAL REDRESS

- (b) any other enactment or any instrument that applied to the Alpine Tarns immediately before the vesting date continues to apply to them as if the vestings had not occurred;
- (c) every encumbrance that affected the Alpine Tarns immediately before the vesting date continues to affect them as if the vestings had not occurred;
- (d) to the extent that the statutory acknowledgement, a deed of recognition, or the overlay classification applied to the Alpine Tarns immediately before the vesting date, it continues to apply to them as if the vestings had not occurred;
- (e) the Crown retains all liability for the Alpine Tarns as if the vestings had not occurred;
- (f) the vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment; and
- (g) no gift duty is payable in respect of the gifting of the Alpine Tarns by the governance entity to the Crown on behalf of the people of New Zealand.

VEST AND GIFT BACK OF TE TAI TAPU

- 5.3 In clauses 5.4 to 5.6 **Te Tai Tapu** means 28,600 hectares, approximately, being Lot 1 DP 11694, Section 5 SO 426795, and Sections 2, 4 and 6 and Parts Section 1, Square 17, Nelson Land District (as shown on SO 433299).
- 5.4 The settlement legislation will, on the terms provided by section 110 of the draft settlement bill, provide that:
- 5.4.1 on the settlement date the fee simple estate in Te Tai Tapu vests jointly in:
 - (a) the governance entity;
 - (b) Te Ātiawa o Te Waka-ā-Maui Trust;
 - (c) Ngāti Tama Manawhenua ki Te Tau Ihu Trust; and
 - (d) Ngāti Rārua Settlement Trust;
 - 5.4.2 on the seventh day after the settlement date, the fee simple estate in Te Tai Tapu vests in the Crown as a gift back to the Crown by all of the governance entity, Te Ātiawa o Te Waka-ā-Maui Trust, Ngāti Tama Manawhenua ki Te Tau Ihu Trust and Ngāti Rārua Settlement Trust for the people of New Zealand;
 - 5.4.3 despite the vestings under clauses 5.4.1 and 5.4.2:
 - (a) Te Tai Tapu is, and remains part of, North West Nelson Forest Park under the Conservation Act 1987, and that Act continues to apply to Te Tai Tapu, as if the vestings had not occurred;

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- (b) any other enactment or any instrument that applied to Te Tai Tapu immediately before the settlement date continues to apply to it as if the vestings had not occurred;
- (c) every encumbrance that affected Te Tai Tapu immediately before the settlement date continues to affect it as if the vestings had not occurred;
- (d) the Crown retains all liability for Te Tai Tapu as if the vestings had not occurred;
- (e) the vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment; and
- (f) no gift duty is payable in respect of the gifting of Te Tai Tapu by the governance entity to the Crown on behalf of the people of New Zealand; and

5.4.4 to the extent that the statutory acknowledgement applies to Te Tai Tapu, it applies only after Te Tai Tapu vests back in the Crown.

5.5 In offering the vest and gift back redress over Te Tai Tapu the Crown acknowledges that each of Ngāti Apa, Te Ātiawa o Te Waka-ā-Mauī, Ngāti Rārua and Ngāti Tama Manawhenua ki Te Tau Ihu, assert separate and distinct association with Te Tai Tapu and the general area around Te Tai Tapu as reported on by the Waitangi Tribunal in its Te Tau Ihu report.

5.6 After the vesting of the fee simple Te Tai Tapu back in the Crown, the Crown will consider initiating a process under the National Parks Act 1980 to add Te Tai Tapu to the Kahurangi National Park.

OVERLAY CLASSIFICATION

5.7 The settlement legislation will, on the terms provided by sections 52 to 70 of the draft settlement bill:

5.7.1 declare each of the following sites is subject to an overlay classification:

- (a) Alpine Tarns, Nelson Lakes National Park (as shown on deed plan OTS-099-28);
- (b) Lakes Rotoiti and Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-099-31); and
- (c) Heaphy Track (northern portion) (as shown on deed plan OTS-099-67);

5.7.2 provide the Crown's acknowledgement of the statement of Ngāti Apa values in relation to each of the sites;

5.7.3 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:

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- (a) the statement of Ngāti Apa values; and
 - (b) the protection principles (which are directed at the Minister of Conservation avoiding harming or diminishing the Ngāti Apa values in relation to each of the sites);
- 5.7.4 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 Ngāti Apa values for the site; and
 - (ii) the protection principles (which are directed at the Minister of Conservation avoiding harming or diminishing the Ngāti Apa values in relation to each of the sites);
- 5.7.5 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;
- 5.7.6 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;
- 5.7.7 require the Director-General of Conservation to take action in relation to the protection principles that relate to each of the sites; and
- 5.7.8 enable the making of regulations and bylaws in relation to the sites.
- 5.8 The statement of Ngāti Apa values, the protection principles and the Director-General's actions are in the documents schedule.

STATUTORY ACKNOWLEDGEMENT

- 5.9 The settlement legislation will, on the terms provided by sections 36 to 45 and 47 to 51 of the draft settlement bill:
- 5.9.1 provide the Crown's acknowledgement of the statements by Ngāti Apa 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);

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- (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) Kohi te Wai (Boulder Bank Scenic Reserve) (as shown on deed plan OTS-099-39);
- (f) Kaiteriteri Scenic Reserve (as shown on deed plan OTS-099-41);
- (g) Tarakaipa Island (as shown on deed plan OTS-099-42);
- (h) Farewell Spit (as shown on deed plan OTS-099-45);
- (i) The Brothers (as shown on deed plan OTS-099-46);
- (j) Big River site (Te Tai Tapu) (as shown on deed plan OTS-099-32);
- (k) Westhaven (Te Tai Tapu) Marine Reserve and Westhaven (Whanganui Inlet) Wildlife Management Reserve (as shown on deed plan OTS-099-33);
- (l) Waimea, Wai-iti, and Wairoa Rivers and their tributaries (as shown on deed plan OTS-099-54);
- (m) Anatori River and its tributaries (as shown on deed plan OTS-099-55);
- (n) Motupiko River and its tributaries (as shown on deed plan OTS-099-57);
- (o) Buller (Kawatiri) River and its tributaries (northern portion) (as shown on deed plan OTS-099-74);
- (p) Tākaka River and its tributaries (as shown on deed plan OTS-099-72);
and
- (q) Alpine Tarns, Nelson Lakes National Park (as shown on deed plan OTS-099-76);

5.9.2 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;

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- 5.9.3 enable the governance entity, and any member of Ngāti Apa, to cite the statutory acknowledgement as evidence of Ngāti Apa's association with any of the areas;
- 5.9.4 enable the governance entity to waive the rights specified in clause 5.9.2 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
- 5.9.5 require that any notice given pursuant to clause 5.9.4 include a description of the extent and duration of any such waiver of rights.

5.10 The statements of association are in the documents schedule.

COASTAL STATUTORY ACKNOWLEDGEMENT

- 5.11 The parties acknowledge that the coastal statutory acknowledgement provided for under clause 5.13 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.
- 5.12 Ngāti Apa acknowledges that it intends to exercise any rights under the coastal statutory acknowledgement provided for in clause 5.13 in a manner that is consistent with tikanga.
- 5.13 The settlement legislation will, on the terms provided by sections 36 to 45 and 47 to 51 of the draft settlement bill:
 - 5.13.1 provide the Crown's acknowledgement of Ngāti Apa's statement of coastal values in relation to Ngāti Apa's particular cultural, spiritual, historical, and traditional association with the Te Tau Ihu coastal marine area;
 - 5.13.2 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;
 - 5.13.3 enable the governance entity, and any member of Ngāti Apa, to cite the statutory acknowledgement as evidence of Ngāti Apa's association with any part of the Te Tau Ihu coastal marine area;
 - 5.13.4 enable the governance entity to waive the rights specified in clause 5.13.2 in relation to all or any part of the Te Tau Ihu coastal marine area by written

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notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and

5.13.5 require that any notice given pursuant to clause 5.13.4 include a description of the extent and duration of any such waiver of rights.

5.14 The statement of coastal values is in the documents schedule.

DEEDS OF RECOGNITION

5.15 The Crown will, by or on the settlement date, provide the governance entity with a copy of each of the following:

5.15.1 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) Kohi te Wai (Boulder Bank Scenic Reserve) (as shown on deed plan OTS-099-39);
- (f) Kaiteriteri Scenic Reserve (as shown on deed plan OTS-099-41);
- (g) Tarakaipa Island (as shown on deed plan OTS-099-42);
- (h) Farewell Spit (as shown on deed plan OTS-099-45);
- (i) The Brothers (as shown on deed plan OTS-099-46);
- (j) Waimea, Wai-iti, and Wairoa Rivers and their tributaries (as shown on deed plan OTS-099-54);
- (k) Anatori River and its tributaries (as shown on deed plan OTS-099-55);
- (l) Motupiko River and its tributaries (as shown on deed plan OTS-099-57);
- (m) Buller (Kawatiri) River and its tributaries (northern portion) (as shown on deed plan OTS-099-74);
- (n) Tākaka River and its tributaries (as shown on deed plan OTS-099-72);
and
- (o) Alpine Tarns, Nelson Lakes National Park (as shown on deed plan OTS-099-76); and

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- 5.15.2 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) Waimea, Wai-iti, and Wairoa Rivers and their tributaries (as shown on deed plan OTS-099-54);
 - (b) Anatori River and its tributaries (as shown on deed plan OTS-099-55);
 - (c) Motupiko River and its tributaries (as shown on deed plan OTS-099-57);
 - (d) Buller (Kawatiri) River and its tributaries (northern portion) (as shown on deed plan OTS-099-74); and
 - (e) Tākaka River and its tributaries (as shown on deed plan OTS-099-72).

5.16 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 Ngāti Apa's association with the area as described in a statement of association.

PROTOCOLS

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

- 5.17.1 the conservation protocol;
- 5.17.2 the fisheries protocol;
- 5.17.3 the taonga tūturu protocol; and
- 5.17.4 the minerals protocol.

5.18 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

5.19 A deed of recognition and a protocol will be:

- 5.19.1 in the form in the documents schedule; and
- 5.19.2 issued under, and subject to, the terms provided by sections 28 to 35 and 46 to 50 of the draft settlement bill.

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

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CULTURAL REDRESS PROPERTIES

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

In fee simple

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

- (a) St Arnaud;
- (b) Te Tai Tapu (Tombstone); and
- (c) Port Gore;

As a scenic reserve

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

- (a) Aorere Scenic Reserve;

As a recreation reserve

5.21.3 the fee simple estate in the following site as a recreation reserve (excluding any improvements):

- (a) Mātangi Āwhio (Nelson) to be vested jointly as tenants in common with the trustees of each of Te Runanga o Ngāti Kuia Trust, Rangitāne o Wairau Settlement 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;

5.22 The settlement legislation will, on the terms provided by section 85 of the draft settlement bill, provide that in relation to the vesting of the Aorere Scenic Reserve under clause 5.21.2(a):

5.22.1 the trustees of the governance entity may construct a building on Aorere Scenic Reserve, with a floor area of no more than 100m², to be used for private non-commercial purposes;

5.22.2 the building may be used for those purposes;

5.22.3 the building must be constructed and used in a manner that is consistent with the management plan for the Aorere Scenic Reserve prepared and approved under section 41 of the Reserves Act 1977; and

5.22.4 the building must comply with all other lawful requirements (for example, including those under the Resource Management Act 1991 and the Building Act 2004).

5.23 The vesting in clauses 5.21.2(a) and 5.22 is on the basis that it is special redress offered in recognition of the historical association of Ngāti Apa with Golden Bay.

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5.24 Each cultural redress property will be:

- 5.24.1 as described in schedule 5 of the draft settlement bill;
- 5.24.2 vested on the terms provided by sections 72 to 108 of the draft settlement bill; and
- 5.24.3 subject to or together with any encumbrances in relation to that property:
 - (a) required by clause 5.21 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.

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

NEW AND ALTERED GEOGRAPHIC NAMES

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

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

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

5.26.2 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

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Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
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
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	Hinemoatū / Howard River	BR24 736813 - BS24 747699	River

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Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
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
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

5.27 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 Ngāti Apa in relation to the interaction between Ngāti Apa and that authority:

- 5.27.1 Nelson City Council;
- 5.27.2 Tasman District Council;
- 5.27.3 Marlborough District Council; and
- 5.27.4 Buller District Council.

RIVER AND FRESHWATER ADVISORY COMMITTEE

5.28 The parties acknowledge that:

- 5.28.1 the iwi of Te Tau Ihu have agreed to form an advisory committee in relation to the management of rivers and freshwater;
- 5.28.2 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;

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- 5.28.3 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;
- 5.28.4 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;
- 5.28.5 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
- 5.28.6 the iwi participating in the advisory committee will each contribute equally to meeting the costs of the advisory committee.
- 5.29 The settlement legislation will, on the terms provided by sections 135 to 141 of the draft settlement bill, provide:
- 5.29.1 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**”
- 5.29.2 subject to clause 5.29.3, 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;
- 5.29.3 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;
- 5.29.4 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;

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- 5.29.5 that the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.29.4, 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;
- 5.29.6 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);
- 5.29.7 that where the time period specified in clause 5.29.6 has been complied with, the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.29.4, 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;
- 5.29.8 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;
- 5.29.9 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 5.29.4;
- 5.29.10 that upon receipt of a request under clause 5.29.9, the relevant councils will, where reasonably practicable, provide information to the advisory committee on the matters contained in that request;
- 5.29.11 that the advisory committee may request that one or more representatives of the relevant councils attend a meeting of the advisory committee;
- 5.29.12 that where reasonably practicable the relevant councils will comply with a request under clause 5.29.11, and that council may determine the appropriate representatives to attend any such meeting;
- 5.29.13 that each relevant council will not be required to attend any more than four meetings in any one calendar year;
- 5.29.14 that the advisory committee will give a relevant council at least 10 business days notice of any such meeting;
- 5.29.15 that the advisory committee will provide a meeting agenda with any request made under clause 5.29.11;
- 5.29.16 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;

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- 5.29.17 that any agreement between a relevant council and the advisory committee under clause 5.29.16 may be terminated by either party by notice in writing; and
- 5.29.18 to avoid doubt, the obligations under this clause 5.29 are additional to, and do not derogate from, any other obligations of a relevant council under the Resource Management Act 1991.

CUSTOMARY USE OF EELS

- 5.30 The settlement legislation will, on the terms provided by sections 115 and 116 of the draft settlement bill, provide:
- 5.30.1 for the Crown to acknowledge Ngāti Apa's association with eels in the eels redress area;
- 5.30.2 that the governance entity may apply to the Minister of Conservation for consent under section 5(2) of the National Parks Act 1980 to take eels from the eels redress area for customary use; and
- 5.30.3 that the Minister may grant the consent referred to in clause 5.30.2 as long as the criteria specified in the draft settlement bill are satisfied.

MINERALS FOSSICKING

- 5.31 The settlement legislation will, on the terms provided by sections 125 to 129 of the draft settlement bill, provide:
- 5.31.1 for any member of Ngāti Apa 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
- 5.31.2 that, to avoid doubt, a person exercising the right under clause 5.31.1(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.

NGĀTI APA'S UNIQUE CLAIM

- 5.32 The Crown acknowledges that \$3,000,000.00 of the financial and commercial redress amount is in recognition of Ngāti Apa's unique claim.

RELATIONSHIP WITH NGĀTI WAEWAE, NGĀI TAHU

- 5.33 The Crown acknowledges that Ngāti Apa and Ngāi Tahu (the "**lwi partners**") are in continuing discussions with a view to entering into a formal agreement. The agreement is intended to forge a future for the mokopuna of the respective lwi partners in a manner that upholds the dignity and deeds of their tupuna and is the basis of an inter-generational relationship.

NGĀTI APA DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.34 The agreement will provide for, among other things, the Iwi partners to engage in discussions to develop proposals for strengthening the relationship between the Iwi partners. These proposals may lead to further negotiations with the Crown to give effect to outcomes which may be agreed between the Iwi parties.
- 5.35 The Crown agrees to engage in an active and constructive manner in discussions over any proposals that the Iwi partners jointly present to the Crown under the terms of their agreement.
- 5.36 The Crown will only consider proposals that are made in writing and signed by Ngāti Apa, Te Rūnanga o Ngāi Tahu and Te Rūnanga o Ngāti Waewae.
- 5.37 Following the discussions referred to in clause 5.35, the Crown will use its best endeavours to give effect to any joint proposals from the Iwi partners that are in the form set out in clause 5.36.
- 5.38 It is the Crown's preference that any joint proposals are submitted to the Crown in time to be incorporated within the settlement legislation for Ngāti Apa's historical Treaty of Waitangi claims.
- 5.39 Where, as a result of clause 5.37 the Crown decides to give effect to any joint proposal from the Iwi partners, the Crown will introduce legislation required for that purpose.
- 5.40 To avoid doubt, nothing in clauses 5.33 to 5.39 affects or derogates from the provisions of this deed or the settlement legislation, including the full and final settlement of the historical claims of Ngāti Apa.

CROWN PAYMENT

- 5.41 The Crown will pay the governance entity the sum of \$500,000 on settlement date in recognition of the shared histories and whakapapa of Ngāti Apa and Ngāti Waewae and as a recognition of the enduring relationship which is represented in the terms of the formal agreement referred to in clause 5.33.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

- 5.42 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 \$27,830,388.04;
 - less:
 - 6.1.2 the on-account payments totalling \$676,666.67 referred to in clause 6.2;
 - 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 6.14.1 or proportionate transfer values if the property is transferred to the governance entity and either or both Te Runanga o Ngāti Kuia Trust or Rangitāne o Wairau Settlement Trust;
 - 6.1.5 the total transfer values of any leaseback land being transferred on settlement date in accordance with clause 6.17.1 or proportionate transfer values if the property is transferred to the governance entity and either or both Te Runanga o Ngāti Kuia Trust or Rangitāne o Wairau Settlement Trust; and
 - 6.1.6 the total transfer values of any cleared non-operational land being transferred on settlement date in accordance with clause 6.23.1 or proportionate transfer values if the property is transferred to the governance entity and either or both Te Runanga o Ngāti Kuia Trust or Rangitāne o Wairau Settlement Trust.

ON-ACCOUNT PAYMENT

- 6.2 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 Ngāti Apa.

INTEREST

- 6.3 The Crown will pay the governance entity on the settlement date interest on \$8,083,333.33.
- 6.4 The interest payable under clause 6.3 is payable:
- 6.4.1 for the period from 11 February 2009, being the date of the Letter of Agreement to (but not including) the settlement date; and
 - 6.4.2 at the rate from time to time set as the official cash rate, calculated on a daily basis but not compounding.
- 6.5 The interest is:
- 6.5.1 subject to any tax payable in relation to it; and
 - 6.5.2 payable after withholding any tax required by legislation to be withheld.

6: FINANCIAL AND COMMERCIAL REDRESS

COMMERCIAL REDRESS PROPERTIES

- 6.6 The Crown will transfer the properties listed in part 2.2 of the property redress schedule to the governance entity on the settlement date.
- 6.7 The transfer of a commercial redress property by the Crown to the governance entity under clause 6.6 is to be on the terms and conditions in part 2.1 of the property redress schedule.

DEFERRED SELECTION PROPERTIES

- 6.8 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.
- 6.9 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 form of this lease is set out in part 5.1 of the documents schedule.

LINZ/NZTA DEFERRED SELECTION PROPERTIES

- 6.10 The governance entity, Te Runanga o Ngāti Kuia Trust or the Rangitāne o Wairau Settlement 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

- 6.11 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 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.
- 6.12 As soon as reasonably practicable, and in any event by the offer date, the Crown will notify the governance entity, the Rangitāne o Wairau Settlement Trust and Te Runanga o Ngāti Kuia Trust what area of the current surplus land is the cleared current surplus land.
- 6.13 Following completion of the clearance process in respect of all of the current surplus land, the governance entity and/or Te Runanga o Ngāti Kuia Trust and/or the Rangitāne o Wairau Settlement 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.

NGĀTI APA DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.14 In accordance with paragraph 2 of part 4.1 of the property redress schedule the transfer of cleared current surplus land to the governance entity and/or Te Runanga o Ngāti Kuia Trust and/or the Rangitāne o Wairau Settlement Trust will be:
- 6.14.1 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
 - 6.14.2 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 the settlement date; and/or
 - (b) exceeds the available quantum amount.
- 6.15 By 31 December 2010 ("**review date**"), the Crown will advise the governance entity, Te Runanga o Ngāti Kuia Trust and the Rangitāne o Wairau Settlement Trust entities of:
- 6.15.1 the Airbase land that is required for NZDF operational purposes or required for any other public work ("**leaseback land**"); and
 - 6.15.2 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
 - 6.15.3 the Airbase land that is the current surplus land.

Leaseback land

- 6.16 Either the governance entity and/or Te Runanga o Ngāti Kuia Trust and/or the Rangitāne o Wairau Settlement Trust may acquire:
- 6.16.1 all of the leaseback land; or
 - 6.16.2 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.
- 6.17 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 Te Runanga o Ngāti Kuia Trust and/or the Rangitāne o Wairau Settlement Trust will be:
- 6.17.1 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

NGĀTI APA DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

- (b) does not exceed the available quantum amount; or
- 6.17.2 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 the settlement date; and/or
 - (b) exceeds the available quantum amount.
- 6.18 Immediately following any transfer to the governance entity and/or Te Runanga o Ngāti Kuia Trust and/or the Rangitāne o Wairau Settlement 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.
- 6.19 In the event of 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

- 6.20 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.
- 6.21 The Crown will notify the governance entity, the Rangitāne o Wairau Settlement Trust and Te Runanga o Ngāti Kuia Trust what area of the non-operational land is the cleared non-operational land, by the offer date.
- 6.22 Following completion of the clearance process in respect of all of the non-operational land, the governance entity and/or Te Runanga o Ngāti Kuia Trust and/or the Rangitāne o Wairau Settlement 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.
- 6.23 In accordance with paragraph 2 of part 5.1 of the property redress schedule the transfer of the cleared non-operational land to the governance entity and/or Te Runanga o Ngāti Kuia Trust and/or the Rangitāne o Wairau Settlement Trust will be:
- 6.23.1 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

NGĀTI APA DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

6.23.2 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.

6.24 The governance entity acknowledges and agrees that the governance entity and/or Te Runanga o Ngāti Kuia Trust and/or the Rangitāne o Wairau Settlement Trust have each been given the rights set out in clauses 6.11 to 6.23 herein and such rights may be exercised by the governance entity and/or Te Runanga o Ngāti Kuia Trust and/or the Rangitāne o Wairau Settlement Trust jointly or severally in accordance with the terms and conditions of the deeds of settlement.

Management agreement

6.25 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

6.26 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

6.27 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.

6.28 The right of first refusal set out in clause 6.27 is to be on the terms provided by sections 158 to 189 of the draft settlement bill and, in particular, will apply:

- 6.28.1 for a term of 169 years from settlement date in relation to the general RFR land; and
- 6.28.2 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
 - (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

6.29 The governance entity, in common with Te Runanga o Ngāti Kuia Trust and the Rangitāne o Wairau Settlement 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

6: FINANCIAL AND COMMERCIAL REDRESS

selection RFR land (such land excludes the property described as Nelson High/District Courthouse in the property redress 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 100 years from settlement date; and

6.30.2 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

6.31 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.

6.32 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 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.

6.33 For the purposes of clauses 6.27, 6.29 and 6.31 the reference to governance entity shall include an entity that replaces the governance entity in accordance with the trust deed.

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 Ngāti Apa can benefit from joint redress that was intended to be provided to Ngāti Apa 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 Ngāti Apa 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 Ngāti Apa 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 Ngāti Apa; 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.

NGĀTI APA DEED OF SETTLEMENT

7: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

- 7.8 Ngāti Apa and the governance entity will support the enactment of the settlement legislation that gives effect to the Ngāti Apa deed of settlement.
- 7.9 Ngāti Apa, 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.

MAORI FISHERIES ACT 2004

- 7.10 The parties acknowledge that an amendment is proposed to the Maori Fisheries Act 2004 to allow the transfer of mandated iwi organisation status to an appropriate entity.
- 7.11 If, by the second reading of the draft settlement bill, the amendment to the Maori Fisheries Act 2004 has not been passed, the Crown will introduce by way of supplementary order paper an amendment to the draft settlement bill that will replicate, in relation to Ngāti Apa, the approved amendment (CAB Min (10) 28/3A) to the Maori Fisheries Act 2004. The approved amendment provides for the transfer of Mandated Iwi Organisation (MIO) status and fisheries settlement assets from an existing MIO to another separate entity belonging to the same iwi.

SETTLEMENT CONDITIONAL

- 7.12 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 7.13 Despite clause 7.12, upon signing:
- 7.13.1 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
- 7.13.2 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.
- 7.14 Clause 7.13.1 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

- 7.15 The Crown or the governance entity may terminate this deed, by notice to the other, if:
- 7.15.1 the settlement legislation giving effect to this deed has not come into force within 30 months after the date of this deed; and
- 7.15.2 the terminating party has given the other party at least 40 business days notice of an intention to terminate.

7: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

ON TERMINATION

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

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

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

7.16.3 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 Ngāti Apa, 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 Ngāti Apa or a representative entity, including the following claim:

- (a) Wai 521 - Ngāti Apa Iwi Lands and Fisheries 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 Ngāti Apa or a representative entity, including the following claims:

- (a) Wai 102 - Te Runanganui Te Tau Ihu o Te Waka A Maui claims;

NGĀTI APA DEED OF SETTLEMENT

8: GENERAL, DEFINITIONS AND INTERPRETATION

- (b) Wai 785 - Combined Record of Inquiry for the northern South Island claims; and
- (c) Wai 1987 - Te Awhaiti Village claim.

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

- 8.3.1 a claim that a member of Ngāti Apa, 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 8.5.1(a); and
- 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.

NGĀTI APA

8.5 in this deed,

8.5.1 **Ngāti Apa** means:

- (a) the collective group, composed of individuals who are descended from an ancestor or ancestors of Ngāti Apa ki te Rā Tō; and
- (b) includes individuals referred to in (a) above; and
- (c) includes every 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 Ngāti Apa ki te Rā Tō** means an individual:

- (a) who exercised customary rights by virtue of being descended from:
 - (i) Ruatea (who was on board the Kurahaupō Waka that arrived in Aotearoa); and
 - (ii) a recognised tupuna of any of the following hapū:
 - (I) Puaha Te Rangī (West Coast); or
 - (II) Tarakaipa (Te Tau Ihu); and
 - (iii) who exercised the customary rights predominately in relation to the Ngāti Apa area of interest 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;
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Ngāti Apa tikanga;

8: GENERAL, DEFINITIONS AND INTERPRETATION

- 8.5.4 **Ngāti Apa area of interest** means the area of interest of Ngāti Apa 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.

MANDATED NEGOTIATOR AND SIGNATORIES

8.6 In this deed:

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

- (a) Peter Mason;

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

- (a) Peter Mason;
- (b) Brendon Wilson;
- (c) Denis Gapper;
- (d) Rex Gapper;
- (e) Stephen Huntley;
- (f) Albert McLaren; and
- (g) Margaret Bond.

ADDITIONAL DEFINITIONS

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

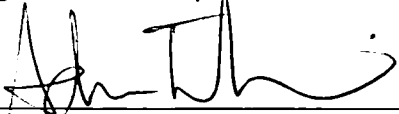
INTERPRETATION

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

NGĀTI APA DEED OF SETTLEMENT

SIGNED as a deed on 29 October 2010

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


Signature of Witness

Witness Name: Adrian Wilson

Occupation: Public servant

Address: Wellington




Peter Mason

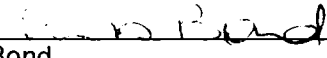

Brendon Wilson


Denis Gapper


Rex Gapper


Stephen Huntley


Albert McLaren


Margaret Bond

SIGNED by the Trustees of the NGĀTI APA KI TE RĀ TŌ TRUST in the presence of:


Signature of Witness

Witness Name: P. M. Mason

Occupation: Retired

Address: Kaikoura




Peter Mason

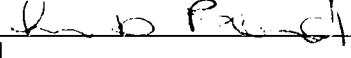

Brendon Wilson


Denis Gapper

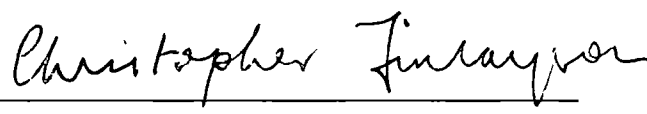
Rex Gapper


Stephen Huntley


Albert McLaren


Margaret Bond

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

)
)
) 
)
) Hon Christopher Finlayson



Signature of Witness

Witness Name: Tim Saunders

Occupation: Public Servant

Address: 135 Morningside Rd
Wellington.

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:

)
)
) 
)
)

Hon Simon William English



Signature of Witness

Witness Name: Andraere Haukamau

Occupation: Public Servant

Address: Wellington.

Other witnesses / members of Ngāti Apa who support the settlement

Kathleen Hemi QSM

Kathleen Hemi QSM

Isobel Macdonald-Lewis
In Aldridge

William Wayne Hemi
R. Maru

Ruipia
Tumohu
Yvonne Parkins
Pipi Hemi Moke

~~William Wayne Hemi~~
R. Maru
W. Jackson

Hynes
DM

George Mackenzie
James Wikiriwhiri

V. Lunniffe
K. Wilton

W. Toke
Vicki Toke

Shayne Smith
Scott Mills

R. Bailey

J. McLaren

Agnes Temora Morehu

Judith Perry

Eljibero
Jave Horia

Kenneth Rennie Ruby Rennie
Meggie Meadwell
Kiri Matthews (Meihana)

agp hui Moke

Moke Vinen Moke

Agnes Moke

Other witnesses / members of Ngāti Apa who support the settlement

Doug Temani + Schlyah Te Mavi

Whetu Meihana

Te Kenehi Teira

Raumati Meihana

Arana Tupouarangi Wakefield-Scarsia

Kat Mason

David Hunt

Ruheriata

Rob Houty

Joshua Mason

De Kesteven

Debra Kiesling

eu Park

Damion Moses

LARA OATES

Roy Grose

FRANCIS MAHER

Brian ENSOR

Colwell

Mistaw Sounen

Paul Beverley

Alexis

John

Other witnesses / members of Ngāti Apa who support the settlement

[Handwritten signature]

David Hayes.

[Handwritten signature] Sami / Le uni settled

[Handwritten signature]

Tai Teoriki
Tukawa
Mejhera
Edgar

Lilly

[Handwritten signature]

[Handwritten signature]

Djan

Lyn Reiter

JOSH

OLIVER

MAVI

ALET

IPPP4IP

Other witnesses / members of Ngāti Apa who support the settlement

M/90/115

Angela Rayner

Richard

Angus

Angela Rayner

Marcel Spooner

Laiza Tekanawa

Jehliyan Temoni

Other witnesses / members of Ngāti Apa who support the settlement

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