

TE RUNANGA O NGATI AWA

and

HER MAJESTY THE QUEEN

In Right Of New Zealand

DEED GRANTING A RIGHT OF FIRST REFUSAL OVER CROWN LAND

Two handwritten signatures in black ink. The signature on the left is a stylized 'A' with a long tail. The signature on the right is a stylized 'M' with a long tail. Below the left signature is the word 'MEE' and below the right signature is 'MWA'.

DATE: 15 April 2005.

BETWEEN:

- (1) TE RUNANGA O NGATI AWA (*Ngāti Awa Governance Entity*)
- (2) HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND (*the Crown*)

BACKGROUND:

- A. Ngāti Awa, Ngāti Awa Governance Entity and the Crown are parties to a Deed of Settlement dated 27 March 2003.
- B. Under that Deed of Settlement, the Crown agreed with Ngāti Awa that the Crown would on the Settlement Date enter into a deed granting Ngāti Awa 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*.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

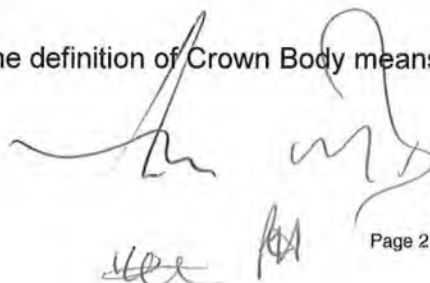
1.1 Definitions

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 Auckland;

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

The block contains several handwritten signatures in black ink. There are two large, stylized signatures at the top, and two smaller, more legible signatures below them. The signatures appear to be those of the representatives of the Ngāti Awa Governance Entity and the Crown.

DEED GRANTING RIGHT OF FIRST REFUSAL OVER CROWN LAND

- (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;

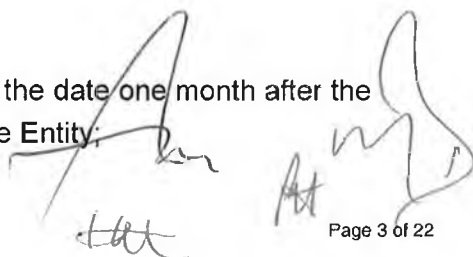
Dispose means:

- (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 35 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 26 April 2005;

Expiry Date means, in respect of an RFR Notice, the date one month after the RFR Notice is received by Ngāti Awa Governance Entity;



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RFR Area has the same meaning as in the Deed of Settlement and is:

- (a) the area identified in the map included in the *Fourth Schedule* to this Deed;
and
- (b) the area known as Te Teko School, being 3.0865 hectares, more or less, being Part Allotments 123, 72A and 72B3A Matata Parish, all Gazette Notice B.103897 South Auckland Land District.

RFR Notice means a written notice to Ngāti Awa Governance Entity which offers to Dispose of the RFR Property to Ngāti Awa Governance Entity or its nominee (being a wholly-owned and controlled subsidiary of Ngāti Awa Governance Entity) at the price and on the terms and conditions set out in the notice;

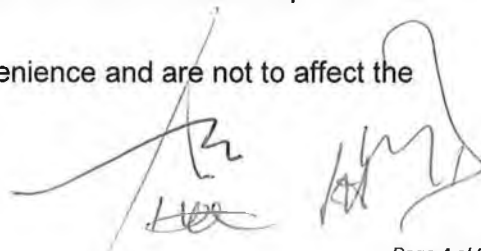
RFR Property means every parcel of land which is:

- (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 properties described in the *First Schedule* to this Deed; 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 Ngāti Awa 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.

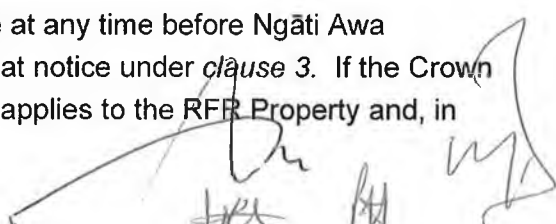
2 NOTICE TO BE GIVEN BEFORE DISPOSING OF AN RFR PROPERTY

2.1 Crown must give RFR Notice

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

2.2 Crown may withdraw RFR Notice

The Crown may withdraw an RFR Notice at any time before Ngāti Awa Governance Entity accepts the offer in that notice under *clause 3*. If the Crown withdraws an RFR Notice, this Deed still applies to the RFR Property and, in



particular, the Crown must give another RFR Notice before it Disposes of the RFR Property.

3 ACCEPTANCE BY NGĀTI AWA GOVERNANCE ENTITY

If Ngāti Awa Governance Entity accepts, by the Expiry Date, 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 Ngāti Awa Governance Entity.

4 NON-ACCEPTANCE BY NGĀTI AWA GOVERNANCE ENTITY

If:

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

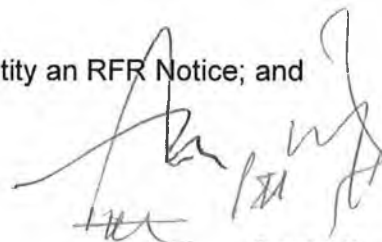
the Crown:

- (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 Ngāti Awa 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 Ngāti Awa 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 after the Expiry Date without first giving an RFR Notice to Ngāti Awa Governance Entity under *clause 2.1*.

5 RE-OFFER REQUIRED

If:

- (a) the Crown has given Ngāti Awa Governance Entity an RFR Notice; and



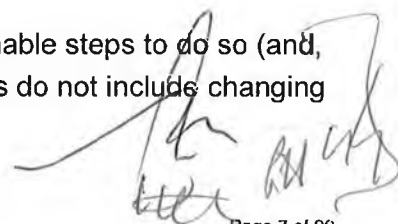
- (b) Ngāti Awa Governance Entity does not, by the Expiry Date, accept the offer set out in the RFR Notice by notice in writing to the Crown; and
- (c) the Crown proposes to Dispose of the RFR Property again but at a price, or on other terms and conditions, more favourable to the purchaser or lessee than on the terms in the RFR Notice,

the Crown may do so only if it first offers the RFR Property for disposal on the same favourable terms and conditions to Ngāti Awa Governance Entity in 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 requirement at common law or under legislation:
 - (i) that must be complied with before any RFR Property is Disposed of to Ngāti Awa Governance Entity; or
 - (ii) that the Crown must Dispose of an RFR Property to any third party;
- (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 Ngāti Awa Governance Entity; and
- (e) any legal requirement that:
 - (i) prevents or limits the Crown's ability to sell or otherwise Dispose of an RFR Property to Ngāti Awa 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).



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) Ngāti Awa Governance Entity or its nominee;
- (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 Ngāti Awa Governance Entity in the form set out in the *Second 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:



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- (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 105(1) of the Public Works Act 1981;
 - (ii) 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
 - (iii) 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.



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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 Ngāti Awa Governance Entity in the form set out in the *Second Schedule* to this Deed if *clause 7.3(a)* applies or the *Third Schedule* to this Deed if *clause 7.3(a)* does not apply.

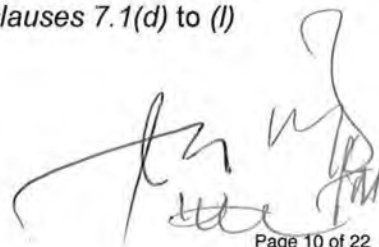
7.4 Effect of exempt Disposals

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

7.5 Notification of exempt Disposals

The Crown must give written notice to Ngāti Awa Governance Entity of a Disposal under *clause 6* or *clauses 7.1(d) to (l)* (inclusive) not later than 10 Business Days before the Disposal specifying:

- (a) the legal description of the RFR Property to be Disposed of;
- (b) the person to whom the RFR Property is being Disposed of; and
- (c) the reasons why one or more of *clause 6* and *clauses 7.1(d) to (l)* (inclusive) apply to the Disposal.



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8 TIME LIMITS

Time is of the essence for all time limits imposed on the Crown and Ngāti Awa Governance Entity under this Deed. The Crown and Ngāti Awa 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
Unisys House
56 The Terrace
(PO Box 2858)
WELLINGTON

Ngāti Awa Governance Entity:

The Chief Executive
Te Runanga o Ngati Awa
10 Louvain Street
(PO Box 76)
WHAKATANE

Facsimile: 04 473 3482

Facsimile: 07 307 0762

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

Ngāti Awa Governance Entity's rights and obligations under this Deed Granting Right of First Refusal Over Crown Land are not assignable.

A handwritten signature in black ink, appearing to be a stylized name, possibly 'John M. Smith', written over a faint, illegible printed name.

DEED GRANTING RIGHT OF FIRST REFUSAL OVER CROWN LAND

EXECUTED as a deed on the date first written above.

Signed by **TE RUNANGA O NGATI AWA**
by attaching its Common Seal:



in the presence of:

Mason
Signature of Representative

Hohepa Mason
Name of Representative

Merrin
Signature of Representative

Te Kei Wilson Merrin
Name of Representative

P. Hudson
Signature of Representative

Patrick Hudson
Name of Representative

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:

M. Burton
Honourable Richard Mark Burton

in the presence of:

Ann Simpson

Name: Ann Simpson

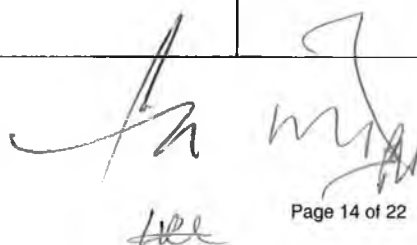
Occupation: Public Servant

Address: Wellington

FIRST SCHEDULE*(Clause 1.1)*

South Auckland Land District – Whakatāne District

Comprised In	Legal Description	Area	Street	Town
Computer Freehold Register SA55B/829	Lot 10 DPS 5786	0.0971	39 Churchill Street	Whakatāne
Computer Freehold Register SA55B/637	Part Lot 1 DP 37084	0.0986	7 Landing Road	Whakatāne
Computer Freehold Register SA55B/638	Lot 45 DPS 10000	0.0708	132 Douglas Street	Whakatāne
Computer Freehold Register SA53B/757	Lot 1 DPS 1046	0.1057	65 Alexander Avenue	Whakatāne
Computer Freehold Register SA57B/639	Lot 24 DP 16278	0.1214	23 Beach Street	Whakatāne
Computer Freehold Register SA57C/22	Lot 1 DPS 71508	3.1050	White Pine Bush Road	Whakatāne
Transfer B631872.1	Lot 8 DPS 66626	0.4286	58 Stewart Street	Whakatāne



Handwritten signatures and initials are present at the bottom right of the page, including a large signature and several smaller initials.

SECOND SCHEDULE
(Clause 7.1(c) and Clause 7.3)

DEED OF COVENANT

Date:

PARTIES

- (1) TE RUNANGA O NGATI AWA (*Ngāti Awa Governance Entity*)
- (2) [*The Crown Body*] or [*The Local Authority*] (*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 granting right of first refusal dated [] between the Crown and Ngāti Awa 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 Ngāti Awa 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.

IT IS AGREED as follows:

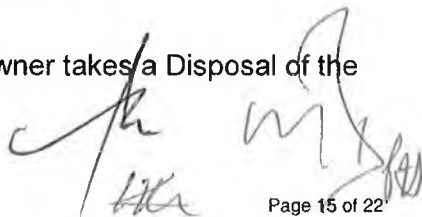
1 DEFINITIONS AND INTERPRETATION

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 Ngāti Awa Governance Entity, accepts the Transfer and agrees to be bound by the Principal Deed in so far as it relates to the Property.

4 CONSENT AND RELEASE BY NGĀTI AWA GOVERNANCE ENTITY

Ngāti Awa 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

Ngāti Awa Governance Entity.]



**SCHEDULE
THE PROPERTY**

[insert legal description of the Property]

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

THIRD SCHEDULE

(Clause 7.3)

DEED OF COVENANT

Date:

PARTIES

- (1) TE RUNANGA O NGATI AWA (*Ngāti Awa Governance Entity*)
- (2) [*Insert 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 granting right of first refusal dated [] between the Crown and Ngāti Awa 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 Ngāti Awa 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.

IT IS AGREED as follows:

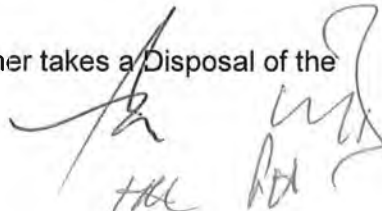
1 DEFINITIONS AND INTERPRETATION

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 Ngāti Awa Governance Entity, accepts the Transfer and agrees to be bound by the Principal Deed in so far as it relates to the Property.

4 CONSENT AND RELEASE BY NGĀTI AWA GOVERNANCE ENTITY

Ngāti Awa 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.

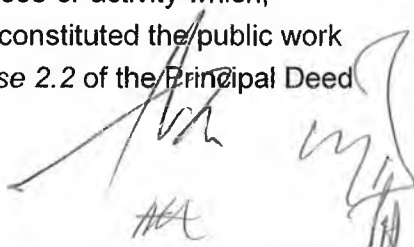
5 OBLIGATION TO MAKE OFFER

5.1 Request by Ngāti Awa Governance Entity

Ngāti Awa Governance Entity may give written notice to the New Owner requesting the New Owner to give an RFR Notice under *clause 2.1* of the Principal Deed.

5.2 RFR Notice to be given if Property no longer required

The New Owner must give a RFR 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 RFR 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*.

5.4 Principal Deed not affected

The obligations under *clause 5* do not limit the obligations under the Principal Deed.

EXECUTED as a deed on the date first written above

[Insert execution clauses for Current Owner

New Owner

Ngāti Awa Governance Entity]

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**SCHEDULE
THE PROPERTY**

[insert legal description of the Property]

Handwritten signatures in black ink, consisting of several cursive initials and names, including what appears to be 'Aa' and 'Ptt'.

FOURTH SCHEDULE

(Clause 1.1)

RFR AREA

Handwritten signature and initials in cursive script, appearing to be 'A. J.' and 'H. B.'.

SO 306422 (Title Plan)
 Gov - 81481, Pgs - 102 8176462, 88 54



BAY OF PLENTY



This plan is only for the purpose of the Right of First Refusal over Crown Land and to identify the area that Memorials will be removed from as referred to in the Deed of Settlement between the Crown and Ngati Awa. It is not intended for any other purpose.

Certified that the boundary shown hereon is the same as that boundary agreed to for the purposes of the Right of First Refusal over Crown Land in the Deed of Settlement between the Crown and Ngati Awa.

J. Hunt 27/03/02
 for and on behalf of Ngati Awa

.....
 for and on behalf of the Crown

Notes:

1. Right of First Refusal Area (RFR Area) boundary is bold black line.
2. If the majority of any parcel lying across the RFR Area boundary falls within that Area then all of that parcel shall be deemed to be included.
3. Coordinates are in terms of New Zealand Map Grid.
4. All seaward boundaries follow the line of mean high water springs but cross the mouths of all rivers, inlets and estuaries except where otherwise shown.
5. For boundary detail refer to Sheet 2.
6. Base mapping sourced from Land Information NZ data. Crown copyright reserved.

Total Area: _____

Comprised in: _____

being a person entitled to practice as a registered surveyor and:

- (a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Survey Act 1986 and the Survey Regulations 1996.
- (b) This dataset is accurate and has been created in accordance with the Act and these Regulations.

Signed: _____ Date: _____

Field Book p. Traverse Book p.
 Reference Plans

Examined: _____ Corrected: _____

Approved for Parliamentary Purposes Only

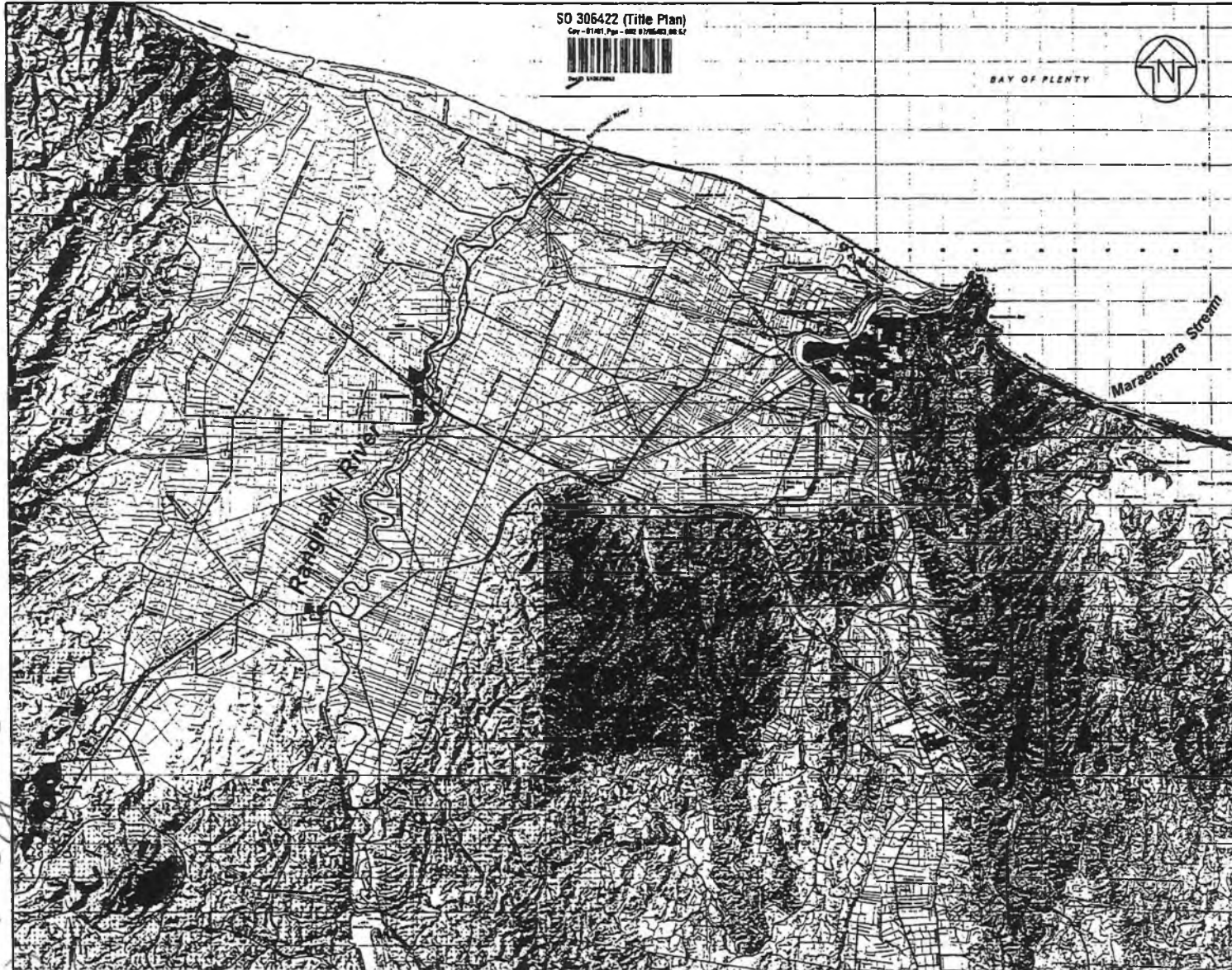
..... Chief Surveyor

Deposited this...day of

..... for Registrar-General of Land

File WF00502
 Received
 Instructions:

SO 306422

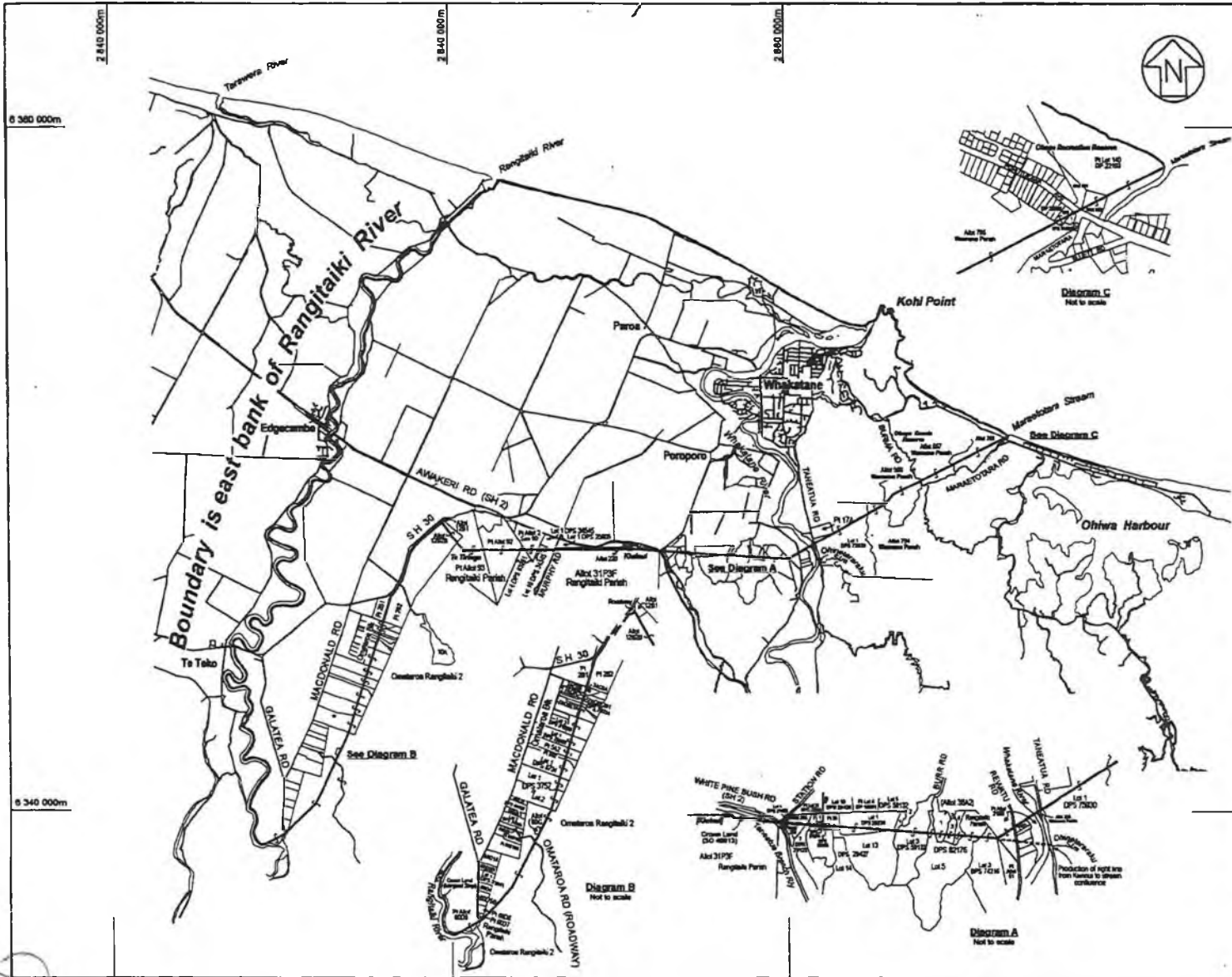


PA
 1/11/02
 1/11/02
 1/11/02

Land District : South Auckland
 Survey Block & District :
 NZMS 261 Sheet V15, W15 Record Map No.

**Ngati Awa
 Right of First Refusal Area**

TERRITORIAL AUTHORITY: Whakatane District
 Compiled by Sinclair Knight Merz Ltd
 Scale 1:80,000 Date May 2002



This plan is only for the purpose of the Right of First Refusal over Crown Land and to identify the area that Memorials will be removed from as referred to in the Deed of Settlement between the Crown and Ngati Awa. It is not intended for any other purpose.

Certified that the boundary shown hereon is the same as that boundary agreed to for the purposes of the Right of First Refusal over Crown Land in the Deed of Settlement between the Crown and Ngati Awa.

[Signature] 27/03/07
for and on behalf of Ngati Awa

[Signature] 27/3/07
for and on behalf of the Crown

- Notes:
1. Right of First Refusal Area (RFR Area) boundary is bold black line.
 2. If the majority of any parcel lying across the RFR Area boundary falls within that Area then all of that parcel shall be deemed to be included.
 3. Coordinates are in terms of New Zealand Map Grid.
 4. All seaward boundaries follow the line of mean high water springs but cross the mouths of all rivers, inlets and estuaries except where otherwise shown.
 5. The southern and eastern boundary of the RFR Area is reproduced from the Tuhoe Tribal Boundary map compiled by Dept of Survey and Land Information, 7 August 1995.

Total Area _____

Comprised in—

I _____
being a person entitled to practice as a registered surveyor certificate

(a) The surveys to which this document relates are accurate, and were undertaken by me or under my direction in accordance with the Survey Act 1980 and the Survey Regulations 1980.

(b) This document is accurate and has been created in accordance with the Act and those Regulations.

Scale _____ Date / /

Field Book p. Traverse Book p.

Reference Plans _____

Examined _____ Correct _____

Approved for Parliamentary Purposes Only

_____ Chief Surveyor

Deposited this... day of _____

_____ for Registrar-General of Land

Land District : South Auckland
Survey Block & District :
NZMS 261 Sheet V15, W15 Record Map No.

**Ngati Awa
Right of First Refusal Area**

TERRITORIAL AUTHORITY: Whakatane District
Compiled by Sinclair Knight Merz Ltd
Scale 1:80,000 Date May 2002

File WF00502
Received Instructions

SO 306422



BAY OF PLENTY



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Certified that the boundary shown herein is the same as that boundary agreed to for the purposes of the Right of First Refusal over Crown Land in the Deed of Settlement between the Crown and Ngati Awa.

[Signature] 27/03/03
for and on behalf of Ngati Awa

[Signature] 27/03/03
for and on behalf of The Crown

Notes:

1. Right of First Refusal Area (RFR Area) boundary is bold black line.
2. If the majority of any parcel lying across the RFR Area boundary falls within that Area then all of that parcel shall be deemed to be included.
3. Coordinates are in terms of New Zealand Map Grid.
4. All seaward boundaries follow the line of mean high water springs but cross the mouths of all rivers, inlets and estuaries except where otherwise shown.
5. For boundary detail refer to Sheet 2.
6. Base mapping sourced from Land Information NZ data. Crown copyright reserved.

Total Area _____

Comprised in _____

being a person entitled to practise as a registered surveyor certify that:

- (a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Survey Act 1986 and the Survey Regulations 1998.
- (b) This dataset is accurate and has been created in accordance with the Act and those Regulations.

Signed _____ Date / /

Field Book p. Traverse Book p.
Reference Plans

Examined _____ Correct _____

Approved for Parliamentary Purposes Only

[Signature] Chief Surveyor

Deposited this.. day of

[Signature] for Registrar-General of Land

File WFR00502
Received
Instructions:

SO 306422

Land District : South Auckland
Survey Block & District :
NZMS 261 Sheet V15, W15 Record Map No.

**Ngati Awa
Right of First Refusal Area**

TERRITORIAL AUTHORITY: Whakatane District
Compiled by Sinclair Knight Merz Ltd
Scale 1:80,000 Date May 2002