PCO 15623/4.0
Drafted by Briar Gordon

IN CONFIDENCE

THIS DRAFT BILL IS PREPARED FOR ATTACHMENT TO DEED OF SETTLEMENT FOR PURPOSE OF INITIALLING.

Ngāti Rehua-Ngātiwai ki Aotea Claims Settlement Bill

Government Bill

Explanatory note

General policy statement

Departmental disclosure statement

The Office of Treaty Settlements is required to prepare a disclosure statement to assist with the scrutiny of this Bill. The disclosure statement provides access to information about the policy development of the Bill and identifies any significant or unusual legislative features of the Bill.

A copy of the statement can be found at [PPU to insert URL and link] (if it has been provided for publication).

Clause by clause analysis

Clause 1 states the Title of the Bill.

Clause 2 relates to commencement of the Bill. It provides that the Bill comes into force on the day after the date on which it receives the Royal assent.

Hon Christopher Finlayson

Ngāti Rehua-Ngātiwai ki Aotea Claims Settlement Bill

Government Bill

Contents

The Parliament of New Zealand enacts as follows:

1 Title

This Act is the Ngāti Rehua-Ngātiwai ki Aotea Claims Settlement Act **2016**.

2 Commencement

This Act comes into force on the day after the date on which it receives the Royal assent.

Part 1
Preliminary matters, acknowledgements and apology, and settlement of historical claims

Preliminary matters

3 Purpose

The purpose of this Act is—

(a) to record in English and te reo Māori the acknowledgements and apology given by the Crown to Ngāti Rehua-Ngātiwai ki Aotea in the deed of settlement; and

(b) to give effect to certain provisions of the deed of settlement that settles the historical claims of Ngāti Rehua-Ngātiwai ki Aotea.

4 Provisions to take effect on settlement date

(1) The provisions of this Act take effect on the settlement date unless stated otherwise.

(2) Before the date on which a provision takes effect, a person may prepare or sign a document or do anything else that is required for—

(a) the provision to have full effect on that date; or

(b) a power to be exercised under the provision on that date; or

(c) a duty to be performed under the provision on that date.

5 Act binds the Crown

This Act binds the Crown.

6 Outline

(1) This section is a guide to the overall scheme and effect of this Act, but does not affect the interpretation or application of the other provisions of this Act or of the deed of settlement.

(2) This Part—

(a) sets out the purpose of this Act; and

(b) provides that the provisions of this Act take effect on the settlement date unless a provision states otherwise; and

(c) specifies that the Act binds the Crown; and

(d) sets out a summary of the historical account, and records the text of the acknowledgements and apology given by the Crown to Ngāti Rehua-Ngātiwai ki Aotea, as recorded in the deed of settlement; and

(e) defines terms used in this Act, including key terms such as Ngāti Rehua-Ngātiwai ki Aotea and historical claims; and

(f) provides that the settlement of the historical claims is final; and

(g) provides for—

(i) the effect of the settlement of the historical claims on the jurisdiction of a court, tribunal, or other judicial body in respect of the historical claims; and

(ii) a consequential amendment to the Treaty of Waitangi Act 1975; and

(iii) the effect of the settlement on certain memorials; and

(iv) the exclusion of the law against perpetuities; and

(v) access to the deed of settlement.

(3) **Part 2** provides for cultural redress, including—

(a) cultural redress that does not involve the vesting of land, namely,—

(i) protocols for Crown minerals and taonga tūturu and a conservation partnership agreement; and

(ii) a statutory acknowledgement by the Crown of the statements made by Ngāti Rehua-Ngātiwai ki Aotea of their cultural, historical, spiritual, and traditional association with certain statutory areas and the effect of that acknowledgement; and

(iii) the provision of official geographic names; and

(b) cultural redress involving the vesting of land, namely,—

(i) the vesting in the trustees of the fee simple estate in certain cultural redress properties; and

(ii) the vesting in the trustees of 2 properties and their subsequent gifting back to the Crown; and

(c) an arrangement under which Ngāti Rehua-Ngātiwai ki Aotea participates in the conservation management strategy affecting certain areas; and

(d) a co-governance arrangement with the Director-General of Conservation in respect of Hautura-o-Toi / Little Barrier Island gift area.

(4) **Part 3** provides for commercial redress, which gives a right of first refusal in relation to certain land.

(5) There are 3 schedules, as follows:

(a) **Schedule 1** describes the statutory areas to which the statutory acknowledgement relates:

(b) **Schedule 2** describes the cultural redress properties:

(c) **Schedule 3** sets out provisions that apply to notices given in relation to RFR land.

Summary of historical account, acknowledgements, and apology of the Crown

7 Summary of historical account, acknowledgements, and apology

(1) **Section 8** summarises in English and te reo Māori the historical account in the deed of settlement, setting out the basis for the acknowledgements and apology.

(2) **Sections 9 and 10** record in English and te reo Māori the text of the acknowledgements and apology given by the Crown to Ngāti Rehua-Ngātiwai ki Aotea in the deed of settlement.

(3) The acknowledgements and apology are to be read together with the historical account recorded in part 3 of the deed of settlement.

Query

Te reo versions to come.

8 Summary of historical account

(1) In the early nineteenth century, Ngāti Rehua-Ngātiwai ki Aotea occupied their papatupu at Aotea (Great Barrier Island), Hauturu-o-Toi (Little Barrier Island), and the Mokohinau Islands.

(2) In 1838, Ngāti Rehua-Ngātiwai ki Aotea individuals were among the signatories of a deed for a transaction with a settler involving the whole of Aotea. Ngāti Rehua-Ngātiwai ki Aotea maintain that this transaction was not a sale of the land, but rather for the right to mine copper ore and harvest kauri.

(3) In 1840, the Treaty of Waitangi established Crown pre-emption over land purchasing in New Zealand. The Land Claims Commission was created to investigate pre-Treaty transactions, and in 1844, the Commission investigated the transaction over Aotea. Following this investigation the Crown granted the settlers 24 269 acres in the northern part of the island. Ngāti Rehua-Ngātiwai ki Aotea were not involved in the investigation and the adequacy of their remaining land was not assessed by the Crown prior to the grant being issued.

(4) Between 1844 and 1845, the Crown briefly waived its right of pre-emption to allow settlers to purchase land directly from Māori. Two purchases in the Ngāti Rehua-Ngātiwai ki Aotea rohe were made during this period: 1 on central Aotea, and 1 for land on the Mokohinau Islands. Ngāti Rehua-Ngātiwai ki Aotea had minimal involvement in these transactions, which were primarily conducted between the Crown and other iwi. The Crown retained approximately 15 000 acres of "surplus" land from these transactions, land which included wāhi tapu and other sites of significance to Ngāti Rehua-Ngātiwai ki Aotea.

(5) Crown purchasing on Aotea began in the 1850s. Like earlier settler purchases, these transactions were conducted principally with other iwi and without consideration of the customary interests of Ngāti Rehua-Ngātiwai ki Aotea. By 1864, most of the Ngāti Rehua-Ngātiwai ki Aotea rohe had been alienated.

(6) Between 1878 and 1886, one of the few remaining blocks of land, Hauturu-o-Toi, was subject to protracted Native Land Court hearings. The island was

eventually awarded to Ngāti Rehua-Ngātiwai ki Aotea and another iwi, and the Crown began to negotiate a purchase. The Crown conducted these negotiations in a monopoly environment, utilising its powers under the Government Native Land Purchases Act 1877 and the Native Land Purchases Act 1892 to prevent Ngāti Rehua-Ngātiwai ki Aotea owners from selling the land privately and to prevent them from selling the island's timber.

(7) When the Crown failed to secure the agreement of all of the owners of Hauturu-o-Toi to a sale it compulsorily acquired all interests in the island through the Little Barrier Island Purchase Act 1894. The Crown later landed a military force and forcibly evicted Ngāti Rehua-Ngātiwai ki Aotea individuals who had continued living on the island.

(8) By 1894, Ngāti Rehua-Ngātiwai ki Aotea were virtually landless. This has contributed to high levels of migration away from Aotea, leading to the fragmentation of Ngāti Rehua-Ngātiwai ki Aotea and the loss of traditional knowledge and customs, including te reo Māori. Ngāti Rehua-Ngātiwai ki Aotea have also suffered poorer health, higher unemployment, and lower incomes than the general New Zealand population during the twentieth century.

9 Acknowledgements

(1) The Crown acknowledges that, before granting more than 24 000 acres on Aotea to settlers as a result of a pre-Treaty land transaction, it—

(a) failed to adequately consider the customary rights and interests of Ngāti Rehua-Ngātiwai ki Aotea in these lands; and

(b) failed to assess the impact of the alienation of these lands on Ngāti Rehua-Ngātiwai ki Aotea; and

(c) failed to survey these lands.

The Crown acknowledges that these failures breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(2) The Crown acknowledges that when considering pre-emption waiver purchases made by settlers on central Aotea land and the Mokohinau Islands, it—

(a) failed to adequately consider the interests of Ngāti Rehua-Ngātiwai ki Aotea before approving these transactions; and

(b) applied a policy of taking surplus lands from the transactions on Aotea without assessing the adequacy of lands that Ngāti Rehua-Ngātiwai ki Aotea held; and

(c) did not return Fanal Island (Motukino) to Ngāti Rehua-Ngātiwai ki Aotea after 1928, despite the Crown knowing that they had interests on the island and had not been parties to its sale and continued to make customary use of the island.

These acts and omissions of the Crown each constitute a breach of te Tiriti o Waitangi/Treaty of Waitangi and its principles.

(3) The Crown acknowledges that when it granted lands in central Aotea to 2 settlers, as a result of pre-emption waiver transactions, it failed to honour its previous commitment to reserve one-tenth of the purchased land for public purposes, especially for the future benefit of Māori including Ngāti Rehua-Ngātiwai ki Aotea, and this was a breach of the te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(4) The Crown acknowledges that it purchased land on Aotea in 1854 and 1856 without adequately investigating the customary interests of Ngāti Rehua-Ngātiwai ki Aotea. The Crown further acknowledges that, despite being aware of the interests of Ngāti Rehua-Ngātiwai ki Aotea by 1871, the Crown failed to reconsider its purchase, or to pay compensation for the loss of land. These failures to actively protect the interests of Ngāti Rehua-Ngātiwai ki Aotea in their land breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(5) The Crown acknowledges that the cumulative effect of its acts and omissions, including the approval of pre-Treaty and pre-emption waiver transactions, and Crown purchases, left Ngāti Rehua-Ngātiwai ki Aotea virtually landless by 1894. The Crown's failure to ensure that Ngāti Rehua-Ngātiwai ki Aotea retained sufficient land for their present and future needs was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(6) The Crown further acknowledges that its failure to ensure Ngāti Rehua-Ngātiwai ki Aotea retained sufficient lands for their needs contributed to the hindrance of their economic, social, and cultural development. This inhibited the ability of Ngāti Rehua-Ngātiwai ki Aotea to manage some of their taonga and wāhi tapu, maintain spiritual connections with certain lands, and fulfil traditional kaitiaki responsibilities and manākitanga within their traditional rohe, and this has long been a source of grievance for Ngāti Rehua-Ngātiwai ki Aotea.

(7) The Crown acknowledges that—

(a) it introduced the native land laws without consulting Ngāti Rehua-Ngātiwai ki Aotea; and

(b) the individualisation of title imposed by the native land laws was inconsistent with Ngāti Rehua-Ngātiwai ki Aotea tikanga; and

(c) Native Land Court hearings imposed a considerable inconvenience on Ngāti Rehua-Ngātiwai ki Aotea as Ngāti Rehua-Ngātiwai ki Aotea was always required to travel to the mainland whenever it needed to protect its interests in land; and

(d) the operation and impact of the native land laws, in particular the awarding of land titles to individual Ngāti Rehua-Ngātiwai ki Aotea rather than to the iwi or hapū, made those lands more susceptible to partition, fragmentation, and alienation. This contributed to the erosion of the traditional tribal structures of Ngāti Rehua-Ngātiwai ki Aotea. The Crown

failed to take adequate steps to protect those structures and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(8) The Crown acknowledges that in acquiring Te Hauturu-o-Toi / Little Barrier Island it—

(a) used monopoly powers to prevent the owners from generating revenue from the timber on their land and to prevent private purchasers from competing against the Crown for the purchase of the land and resources; and

(b) broke an 1891 agreement to negotiate a consensus decision amongst owners to sell the land, and instead purchased shares from individual owners; and

(c) promoted special legislation, the Little Barrier Island Purchase Act 1894, and used it to compulsorily acquire the shares of those individuals who refused to sell; and

(d) showed blatant disregard for those Ngāti Rehua-Ngātiwai ki Aotea resident on the island, including persons who had refused to accept compensation for their shares taken under the Act, by forcibly evicting them in 1896.

The Crown acknowledges that it acted in an unreasonable and unfair manner to secure the ownership of Te Hauturu-o-Toi / Little Barrier Island and this conduct was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

(9) The Crown also acknowledges—

(a) the title investigation process for Te Hauturu-o-Toi / Little Barrier Island damaged relationships within Ngāti Rehua-Ngātiwai ki Aotea and between them and their tribal neighbours; and

(b) the loss of ownership of, and access to, Te Hauturu-o-Toi / Little Barrier Island has remained a source of ongoing grievance and sorrow for Ngāti Rehua-Ngātiwai ki Aotea.

(10) The Crown acknowledges that Ngāti Rehua-Ngātiwai ki Aotea formerly enjoyed residence across Aotea, but by the end of the nineteenth century were confined to a reserve at Katherine Bay in north-west Aotea. The Crown further acknowledges the importance of Aotea to the mana and identity of Ngāti Rehua-Ngātiwai ki Aotea, and the deep cultural impact felt by the loss of access to this land.

(11) The Crown acknowledges the harm endured by many Ngāti Rehua-Ngātiwai ki Aotea tamariki from decades of Crown policies that strongly discouraged the use of te reo Māori in schools. The Crown also acknowledges the detrimental effects of these policies on Māori language proficiency and fluency, and the impact on the inter-generational transmission of te reo Māori and knowledge of mātauranga Māori practices.

10 Apology

The text of the apology offered by the Crown to Ngāti Rehua-Ngātiwai ki Aotea, as set out in the deed of settlement, is as follows:

"(a) The Crown makes the following sincere apology to Ngāti Rehua-Ngātiwai ki Aotea, to your tūpuna, and to your mokopuna.

(b) The Crown is deeply sorry for failing to adequately recognise Ngāti Rehua-Ngātiwai ki Aotea rights to land and resources on Aotea/Great Barrier Island and its surrounding islands. The Crown apologises for its past failures to acknowledge the rangatiratanga and mana of Ngāti Rehua-Ngātiwai ki Aotea. The cumulative effect of the Crown's actions left Ngāti Rehua-Ngātiwai ki Aotea virtually landless and confined them to a small parcel of land of marginal quality. The Crown profoundly regrets that its actions and omissions led to the loss of Ngāti Rehua-Ngātiwai ki Aotea customary knowledge and traditional tribal structures and severely diminished your ability to exercise customary rights and responsibilities throughout your traditional rohe.

(c) The Crown unreservedly apologises for not having honoured its obligations to Ngāti Rehua-Ngātiwai ki Aotea under the Treaty of Waitangi/te Tiriti o Waitangi. The Crown recognises the burden carried by your tūpuna and yourselves in your pursuit of justice for your people. The Crown is deeply sorry for the plight of your people, who have suffered impoverishment, social marginalisation, and dislocation.

(d) It is the Crown's hope that through this settlement it may redeem itself for the wrongs it has committed against Ngāti Rehua-Ngātiwai ki Aotea. The Crown endeavours to restore its honour and alleviate the well-founded and acute sense of injustice felt by Ngāti Rehua-Ngātiwai ki Aotea. Following this settlement, the Crown envisages a meaningful and fruitful relationship with Ngāti Rehua-Ngātiwai ki Aotea built on friendship, cooperation, trust, and mutual respect for the Treaty of Waitangi/te Tiriti o Waitangi and its principles."

Interpretation provisions

11 Interpretation of Act generally

It is the intention of Parliament that the provisions of this Act are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

12 Interpretation

In this Act, unless the context otherwise requires,—

administering body has the meaning given in section 2(1) of the Reserves Act 1977

attachments means the attachments to the deed of settlement

computer register—

(a) has the meaning given in section 4 of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002; and

(b) includes, where relevant, a certificate of title issued under the Land Transfer Act 1952

consent authority has the meaning given in section 2(1) of the Resource Management Act 1991

conservation area has the meaning given in section 2(1) of the Conservation Act 1987

Crown has the meaning given in section 2(1) of the Public Finance Act 1989

cultural redress property has the meaning given in **section 47**

deed of settlement—

(a) means the deed of settlement dated {date} and signed by—

(i) the Honourable {name of Minister}, Minister for Treaty of Waitangi Negotiations, and {names of others, if any, and portfolio}, for and on behalf of the Crown; and

(ii) {names of iwi signatories}, for and on behalf of Ngāti Rehua-Ngātiwai ki Aotea; and

(iii) {names of governance entity signatories}, being the trustees of the Ngāti Rehua-Ngātiwai ki Aotea Settlement Trust; and

(b) includes—

(i) the schedules of, and attachments to, the deed; and

(ii) any amendments to the deed or its schedules and attachments

Director-General means the Director-General of Conservation

documents schedule means the documents schedule of the deed of settlement

effective date means the date that is 6 months after the settlement date

historical claims has the meaning given in **section 14**

interest means a covenant, easement, lease, licence, licence to occupy, tenancy, or other right or obligation affecting a property

LINZ means Land Information New Zealand

member of Ngāti Rehua-Ngātiwai ki Aotea means an individual referred to in **section 13(1)(a)**

Ngāti Rehua-Ngātiwai ki Aotea Settlement Trust means the trust of that name established by a trust deed dated {date}

property redress schedule means the property redress schedule of the deed of settlement

regional council has the meaning given in section 2(1) of the Resource Management Act 1991

Registrar-General means the Registrar-General of Land appointed in accordance with section 4 of the Land Transfer Act 1952

representative entity means—

(a) the trustees; and

(b) any person, including any trustee, acting for or on behalf of—

(i) the collective group referred to in **section 13(1)(a)**; or

(ii) 1 or more members of Ngāti Rehua-Ngātiwai ki Aotea; or

(iii) 1 or more of the whānau, hapū, or groups referred to in **section 13(1)(c)**

reserve has the meaning given in section 2(1) of the Reserves Act 1977

reserve property has the meaning given in **section 47**

resource consent has the meaning given in section 2(1) of the Resource Management Act 1991

RFR means the right of first refusal provided for by **Part 3**

RFR land has the meaning given in **section 109**

settlement date means the date that is 40 working days after the date on which this Act comes into force

statutory acknowledgement has the meaning given in **section 31**

tikanga means customary values and practices

trustees of the Ngāti Rehua-Ngātiwai ki Aotea Settlement Trust and **trustees** mean the trustees, acting in their capacity as trustees, of the Ngāti Rehua-Ngātiwai ki Aotea Settlement Trust

working day means a day other than—

(a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, and Labour Day:

(b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday:

(c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year:

(d) the days observed as the anniversaries of the provinces of Auckland and Wellington.

13 Meaning of Ngāti Rehua-Ngātiwai ki Aotea

(1) In this Act, **Ngāti Rehua-Ngātiwai ki Aotea**—

(a) means the collective group composed of individuals who are descended from a Ngāti Rehua-Ngātiwai ki Aotea tupuna; and

(b) includes those individuals; and

(c) includes any whānau, hapū, or group to the extent that it is composed of those individuals.

(2) In this section and **section 14**,—

area of interest means the area shown as the Ngāti Rehua-Ngātiwai ki Aotea area of interest in part 1 of the attachments

customary rights means rights exercised according to tikanga Māori, including—

(a) rights to occupy land; and

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

descended means that a person is descended from another person by—

(a) birth; or

(b) legal adoption; or

(c) Māori customary adoption in accordance with Ngāti Rehua-Ngātiwai ki Aotea tikanga

Ngāti Rehua-Ngātiwai ki Aotea tupuna means an individual who—

(a) exercised customary rights by virtue of being descended from—

(i) Ranginui, the son of Hikihiki; or

(ii) Rehua, the son of Mataahu and Te Kura; or

(iii) Te Awe, the son of Te Whaiti; or

(iv) a recognised ancestor of any descent group of Ngāti Rehua-Ngātiwai ki Aotea referred to in **subsection (1)(c)**; and

(b) exercised the customary rights predominantly in relation to the area of interest at any time after 6 February 1840.

14 Meaning of historical claims

(1) In this Act, **historical claims**—

(a) means the claims described in **subsection (2)**; and

(b) includes the claims described in **subsection (3)**; but

(c) does not include the claims described in **subsection (4)**.

(2) The historical claims are every claim that Ngāti Rehua-Ngātiwai ki Aotea or a representative entity had on or before the settlement date, or may have after the settlement date, and that—

(a) is founded on a right arising—

(i) from the Treaty of Waitangi or its principles; or

(ii) under legislation; or

(iii) at common law (including aboriginal title or customary law); or

(iv) from a 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.

(3) The historical claims include—

(a) a claim to the Waitangi Tribunal that relates exclusively to Ngāti Rehua-Ngātiwai ki Aotea or a representative entity, including each of the following claims, to the extent that **subsection (2)** applies to the claim:

(i) Wai 678:

(ii) Wai 1545; and

(b) every other claim to the Waitangi Tribunal, including each of the following claims, to the extent that **subsection (2)** applies to the claim and the claim relates to Ngāti Rehua-Ngātiwai ki Aotea or a representative entity:

(i) Wai 244:

(ii) Wai 1544:

(iii) Wai 1711:

(iv) Wai 1721:

(v) Wai 1960.

(4) However, the historical claims do not include a claim that a member of Ngāti Rehua-Ngātiwai ki Aotea, or a whānau, hapū, or group referred to in **section 13(1)(c)**, had or may have that is founded on a right arising by virtue of being descended from a tupuna who is not a tupuna of Ngāti Rehua-Ngātiwai ki Aotea.

(5) A claim may be a historical claim whether or not the claim has arisen or been considered, researched, registered, notified, or made on or before the settlement date.

Historical claims settled and jurisdiction of courts, etc, removed

15 Settlement of historical claims final

(1) The historical claims are settled.

(2) The settlement of the historical claims is final, and, on and from the settlement date, the Crown is released and discharged from all obligations and liabilities in respect of those claims.

(3) **Subsections (1) and (2)** do not limit the deed of settlement.

(4) Despite any other enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including the jurisdiction

to inquire or further inquire, or to make a finding or recommendation) in respect of—

(a) the historical claims; or

(b) the deed of settlement; or

(c) this Act; or

(d) the redress provided under the deed of settlement or this Act.

(5) **Subsection (4)** does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the deed of settlement or this Act.

Amendment to Treaty of Waitangi Act 1975

16 Amendment to Treaty of Waitangi Act 1975

(1) This section amends the Treaty of Waitangi Act 1975.

(2) In Schedule 3, insert in its appropriate alphabetical order:

Ngāti Rehua-Ngātiwai ki Aotea Claims Settlement Act **2016**, **section 15(4) and (5)**

Resumptive memorials no longer to apply

17 Certain enactments do not apply

(1) The enactments listed in **subsection (2)** do not apply—

(a) to a cultural redress property; or

(b) to the RFR land; or

(c) for the benefit of Ngāti Rehua-Ngātiwai ki Aotea or a representative entity.

(2) The enactments are—

(a) Part 3 of the Crown Forest Assets Act 1989:

(b) sections 211 to 213 of the Education Act 1989:

(c) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990:

(d) sections 27A to 27C of the State-Owned Enterprises Act 1986:

(e) sections 8A to 8HJ of the Treaty of Waitangi Act 1975.

18 Resumptive memorials to be cancelled

(1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal description of, and identify the computer register for, each allotment that—

(a) is all or part of—

(i) a cultural redress property:

(ii) the RFR land; and

(b) is subject to a resumptive memorial recorded under an enactment listed in **section 17(2)**.

(2) The chief executive of LINZ must issue a certificate as soon as is reasonably practicable after the settlement date, for a cultural redress property or the RFR land.

(3) Each certificate must state that it is issued under this section.

(4) As soon as is reasonably practicable after receiving a certificate, the Registrar-General must—

(a) register the certificate against each computer register identified in the certificate; and

(b) cancel each memorial recorded under an enactment listed in **section 17(2)** on a computer register identified in the certificate, but only in respect of each allotment described in the certificate.

Miscellaneous matters

19 Rule against perpetuities does not apply

(1) The rule against perpetuities and the provisions of the Perpetuities Act 1964—

(a) do not prescribe or restrict the period during which—

(i) the Ngāti Rehua-Ngātiwai ki Aotea Settlement Trust may exist in law; or

(ii) the trustees may hold or deal with property or income derived from property; and

(b) do not apply to a document entered into to give effect to the deed of settlement if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective.

(2) However, if the Ngāti Rehua-Ngātiwai ki Aotea Settlement Trust is, or becomes, a charitable trust, the application (if any) of the rule against perpetuities or of any provision of the Perpetuities Act 1964 to that trust must be determined under the general law.

20 Access to deed of settlement

The chief executive of the Ministry of Justice must make copies of the deed of settlement available—

(a) for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington between 9 am and 5 pm on any working day; and

(b) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

Part 2
Cultural redress

Subpart 1—Protocols and conservation partnership agreement

21 Interpretation

In this subpart,—

protocol—

(a) means each of the following protocols issued under **section 22(1)(a)**:

(i) the Crown minerals protocol:

(ii) the taonga tūturu protocol; and

(b) includes any amendments made under **section 22(1)(b)**

responsible Minister means,—

(a) for the Crown minerals protocol, the Minister of Energy and Resources:

(b) for the taonga tūturu protocol, the Minister for Arts, Culture and Heritage:

(c) for either of those protocols, any other Minister of the Crown authorised by the Prime Minister to exercise powers and perform functions and duties in relation to the protocol.

General provisions applying to protocols

22 Issuing, amending, and cancelling protocols

(1) Each responsible Minister—

(a) must issue a protocol to the trustees on the terms set out in part 2 of the documents schedule; and

(b) may amend or cancel that protocol.

(2) The responsible Minister may amend or cancel a protocol at the initiative of—

(a) the trustees; or

(b) the responsible Minister.

(3) The responsible Minister may amend or cancel a protocol only after consulting, and having particular regard to the views of, the trustees.

23 Protocols subject to rights, functions, and duties

Protocols do not restrict—

(a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and Government policy, for example, the ability—

(i) to introduce legislation and change Government policy; and

(ii) to interact with or consult a person the Crown considers appropriate, including any iwi, hapū, marae, whānau, or other representative of tangata whenua; or

(b) the responsibilities of a responsible Minister or a department of State; or

(c) the legal rights of Ngāti Rehua-Ngātiwai ki Aotea or a representative entity.

24 Enforcement of protocols

(1) The Crown must comply with a protocol while it is in force.

(2) If the Crown fails to comply with a protocol without good cause, the trustees may enforce the protocol, subject to the Crown Proceedings Act 1950.

(3) Despite **subsection (2)**, damages or other forms of monetary compensation are not available as a remedy for a failure by the Crown to comply with a protocol.

(4) To avoid doubt,—

(a) **subsections (1) and (2)** do not apply to guidelines developed for the implementation of a protocol; and

(b) **subsection (3)** does not affect the ability of a court to award costs incurred by the trustees in enforcing the protocol under **subsection (2)**.

Crown minerals

25 Crown minerals protocol

(1) The chief executive of the department of State responsible for the administration of the Crown Minerals Act 1991 must note a summary of the terms of the Crown minerals protocol in—

(a) a register of protocols maintained by the chief executive; and

(b) the minerals programmes that affect the Crown minerals protocol area, but only when those programmes are changed.

(2) The noting of the summary is—

(a) for the purpose of public notice only; and

(b) not a change to the minerals programmes for the purposes of the Crown Minerals Act 1991.

(3) The Crown minerals protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, Crown minerals.

(4) In this section,—

Crown mineral means a mineral, as defined in section 2(1) of the Crown Minerals Act 1991,—

(a) that is the property of the Crown under section 10 or 11 of that Act; or

(b) over which the Crown has jurisdiction under the Continental Shelf Act 1964

Crown minerals protocol area means the area shown on the map attached to the Crown minerals protocol, together with the adjacent waters

minerals programme has the meaning given in section 2(1) of the Crown Minerals Act 1991.

Taonga tūturu

26 Taonga tūturu protocol

(1) The taonga tūturu protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.

(2) In this section, **taonga tūturu**—

(a) has the meaning given in section 2(1) of the Protected Objects Act 1975; and

(b) includes ngā taonga tūturu, as defined in section 2(1) of that Act.

Conservation partnership agreement

27 Conservation partnership agreement

Not later than the settlement date, the Minister of Conservation, the Director-General, and the trustees must enter into the conservation partnership agreement on the terms set out in part 3 of the documents schedule.

28 Noting of conservation partnership agreement on conservation documents

(1) The Director-General must ensure that a summary of the conservation partnership agreement is noted on every conservation document affecting the Ngāti Rehua-Ngātiwai ki Aotea Agreement Area defined in the conservation partnership agreement.

(2) The noting of the summary—

(a) is for the purpose of public notice only; and

(b) does not amend a conservation document for the purposes of the Conservation Act 1987 or the National Parks Act 1980.

(3) In this section—

conservation document means a management plan for a national park, a conservation management plan, conservation management strategy, or freshwater fisheries management plan

conservation management plan has the meaning given in section 2(1) of the Conservation Act 1987

conservation management strategy has the meaning given in section 2(1) of the Conservation Act 1987

freshwater fisheries management plan has the meaning given in section 2(1) of the Conservation Act 1987

management plan, in relation to a national park, has the meaning given in section 2 of the National Parks Act 1980.

29 Conservation partnership agreement subject to rights, functions, duties, and powers

(1) The conservation partnership agreement does not limit or affect—

(a) the rights, functions, duties, or powers of the Crown, including (without limitation) the Crown's ability to—

(i) introduce legislation; or

(ii) change Government policy; or

(b) the functions, duties, or powers of the Minister of Conservation or the Director-General.

(2) The conservation partnership agreement does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to,—

(a) land, flora, fauna, or any other resource held, managed, or administered under the conservation legislation; or

(b) the common marine and coastal area.

(3) In this section—

common marine and coastal area has the meaning given in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011

conservation legislation means—

(a) the Conservation Act 1987; and

(b) the enactments listed in Schedule 1 of that Act.

30 Enforcement of conservation partnership agreement

(1) The Crown and the trustees must comply with the conservation partnership agreement while it is in force.

(2) If the Crown fails to comply with the conservation partnership agreement without good cause, the trustees may—

(a) seek a public law remedy (for example, judicial review):

(b) seek to enforce the conservation partnership agreement, subject to the Crown Proceedings Act 1950.

(3) Despite **subsection (2)**, damages or other forms of monetary compensation are not available as a remedy for a failure by the Crown to comply with the conservation partnership agreement.

(4) To avoid doubt, **subsection (3)** does not affect the ability of a court to award costs incurred by the trustees in enforcing the conservation partnership agreement under **subsection (2)**.

(5) **Subsection (2)** does not affect any contract entered into between the Minister of Conservation or the Director-General and the trustees, including any contract for service or concession.

Subpart 2—Statutory acknowledgement

31 Interpretation

In this subpart,—

relevant consent authority, for a statutory area, means a consent authority of a region or district that contains, or is adjacent to, the statutory area

statement of association, for a statutory area, means the statement—

(a) made by Ngāti Rehua-Ngātiwai ki Aotea of their particular cultural, historical, spiritual, and traditional association with the statutory area; and

(b) set out in part 1 of the documents schedule

statutory acknowledgement means the acknowledgement made by the Crown in **section 32** in respect of the statutory areas, on the terms set out in this subpart

statutory area means an area described in **Schedule 1**, the general location of which is indicated on the deed plan for that area

statutory plan—

(a) means a district plan, regional coastal plan, regional plan, regional policy statement, or proposed policy statement as defined in section 43AA of the Resource Management Act 1991; and

(b) includes a proposed plan, as defined in section 43AAC of that Act.

Statutory acknowledgement

32 Statutory acknowledgement by the Crown

The Crown acknowledges the statements of association for the statutory areas.

33 Purposes of statutory acknowledgement

The only purposes of the statutory acknowledgement are—

(a) to require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement, in accordance with **sections 34 to 36**; and

(b) to require relevant consent authorities to record the statutory acknowledgement on statutory plans that relate to the statutory areas and to provide summaries of resource consent applications or copies of notices of applications to the trustees, in accordance with **sections 37 and 38**; and

(c) to enable the trustees and any member of Ngāti Rehua-Ngātiwai ki Aotea to cite the statutory acknowledgement as evidence of the association of Ngāti Rehua-Ngātiwai ki Aotea with a statutory area, in accordance with **section 39**.

34 Relevant consent authorities to have regard to statutory acknowledgement

(1) This section applies in relation to an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.

(2) On and from the effective date, a relevant consent authority must have regard to the statutory acknowledgement relating to the statutory area in deciding, under section 95E of the Resource Management Act 1991, whether the trustees are affected persons in relation to the activity.

(3) **Subsection (2)** does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.

35 Environment Court to have regard to statutory acknowledgement

(1) This section applies to proceedings in the Environment Court in relation to an application for a resource consent for an activity within, adjacent to, or directly affecting a statutory area.

(2) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to the statutory area in deciding, under section 274 of the Resource Management Act 1991, whether the trustees are persons with an interest in the proceedings greater than that of the general public.

(3) **Subsection (2)** does not limit the obligations of the Environment Court under the Resource Management Act 1991.

36 Heritage New Zealand Pouhere Taonga and Environment Court to have regard to statutory acknowledgement

(1) This section applies to an application made under section 44, 56, or 61 of the Heritage New Zealand Pouhere Taonga Act 2014 for an authority to undertake an activity that will or may modify or destroy an archaeological site within a statutory area.

(2) On and from the effective date, Heritage New Zealand Pouhere Taonga must have regard to the statutory acknowledgement relating to the statutory area in exercising its powers under section 48, 56, or 62 of the Heritage New Zealand Pouhere Taonga Act 2014 in relation to the application.

(3) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to the statutory area—

(a) in determining whether the trustees are persons directly affected by the decision; and

(b) in determining, under section 59(1) or 64(1) of the Heritage New Zealand Pouhere Taonga Act 2014, an appeal against a decision of Heritage New Zealand Pouhere Taonga in relation to the application.

(4) In this section, **archaeological site** has the meaning given in section 6 of the Heritage New Zealand Pouhere Taonga Act 2014.

37 Recording statutory acknowledgement on statutory plans

(1) On and from the effective date, each relevant consent authority must attach information recording the statutory acknowledgement to all statutory plans that wholly or partly cover a statutory area.

(2) The information attached to a statutory plan must include—

(a) a copy of **sections 32 to 36, 38, and 39**; and

(b) descriptions of the statutory areas wholly or partly covered by the plan; and

(c) the statement of association for each statutory area.

(3) The attachment of information to a statutory plan under this section is for the purpose of public information only and, unless adopted by the relevant consent authority as part of the statutory plan, the information is not—

(a) part of the statutory plan; or

(b) subject to the provisions of Schedule 1 of the Resource Management Act 1991.

38 Provision of summary or notice to trustees

(1) Each relevant consent authority must, for a period of 20 years on and from the effective date, provide the following to the trustees for each resource consent application for an activity within, adjacent to, or directly affecting a statutory area:

(a) if the application is received by the consent authority, a summary of the application; or

(b) if notice of the application is served on the consent authority under section 145(10) of the Resource Management Act 1991, a copy of the notice.

(2) A summary provided under **subsection (1)(a)** must be the same as would be given to an affected person by limited notification under section 95B of the Resource Management Act 1991 or as may be agreed between the trustees and the relevant consent authority.

(3) The summary must be provided—

(a) as soon as is reasonably practicable after the relevant consent authority receives the application; but

(b) before the relevant consent authority decides under section 95 of the Resource Management Act 1991 whether to notify the application.

(4) A copy of a notice must be provided under **subsection (1)(b)** not later than 10 working days after the day on which the consent authority receives the notice.

(5) The trustees may, by written notice to a relevant consent authority,—

(a) waive the right to be provided with a summary or copy of a notice under this section; and

(b) state the scope of that waiver and the period it applies for.

(6) This section does not affect the obligation of a relevant consent authority to decide,—

(a) under section 95 of the Resource Management Act 1991, whether to notify an application:

(b) under section 95E of that Act, whether the trustees are affected persons in relation to an activity.

39 Use of statutory acknowledgement

(1) The trustees and any member of Ngāti Rehua-Ngātiwai ki Aotea may, as evidence of the association of Ngāti Rehua-Ngātiwai ki Aotea with a statutory area, cite the statutory acknowledgement that relates to that area in submissions concerning activities within, adjacent to, or directly affecting the statutory area that are made to or before—

(a) the relevant consent authorities; or

(b) the Environment Court; or

(c) Heritage New Zealand Pouhere Taonga; or

(d) the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991.

(2) The content of a statement of association is not, by virtue of the statutory acknowledgement, binding as fact on—

(a) the bodies referred to in **subsection (1)**; or

(b) parties to proceedings before those bodies; or

(c) any other person who is entitled to participate in those proceedings.

(3) However, the bodies and persons specified in **subsection (2)** may take the statutory acknowledgement into account.

(4) To avoid doubt,—

(a) neither the trustees nor members of Ngāti Rehua-Ngātiwai ki Aotea are precluded from stating that Ngāti Rehua-Ngātiwai ki Aotea has an association with a statutory area that is not described in the statutory acknowledgement; and

(b) the content and existence of the statutory acknowledgement do not limit any statement made.

General provisions relating to statutory acknowledgement

40 Exercise of powers and performance of functions and duties

(1) The statutory acknowledgement does not affect, and must not be taken into account by, a person exercising a power or performing a function or duty under an enactment or a bylaw.

(2) A person, in considering a matter or making a decision or recommendation under an enactment or a bylaw, must not give greater or lesser weight to the association of Ngāti Rehua-Ngātiwai ki Aotea with a statutory area than that person would give if there were no statutory acknowledgement for the statutory area.

(3) **Subsection (2)** does not limit **subsection (1)**.

(4) This section is subject to the other provisions of this subpart.

41 Rights not affected

(1) The statutory acknowledgement—

(a) does not affect the lawful rights or interests of a person who is not a party to the deed of settlement; and

(b) does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area.

(2) This section is subject to the other provisions of this subpart.

Consequential amendment to Resource Management Act 1991

42 Amendment to Resource Management Act 1991

(1) This section amends the Resource Management Act 1991.

(2) In Schedule 11, insert in its appropriate alphabetical order:
Ngāti Rehua-Ngātiwai ki Aotea Claims Settlement Act **2016**

Subpart 3—Official geographic names

43 Interpretation

In this subpart,—

Act means the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008

Board has the meaning given in section 4 of the Act

official geographic name has the meaning given in section 4 of the Act.

44 Official geographic names

(1) A name specified in the second column of the table in clause 5.23 of the deed of settlement is the official geographic name of the feature described in the third and fourth columns of that table.

(2) Each official geographic name is to be treated as if it were an official geographic name that takes effect on the settlement date by virtue of a determination of the Board made under section 19 of the Act.

(3) To avoid doubt, if the name Great Barrier Island (Aotea) in the first column of the table referred to in **subsection (1)** has been changed to Aotea / Great Barrier Island under another Act, the official geographic name took effect on the settlement date under that Act.

45 Publication of official geographic names

(1) The Board must, as soon as practicable after the settlement date, give public notice, in accordance with section 21(2) and (3) of the Act, of each official geographic name specified under **section 44**.

(2) The notice must state that each official geographic name became an official geographic name on the settlement date.

46 Subsequent alteration of official geographic names

(1) In making a determination to alter the official geographic name of a feature named under this subpart, the Board—

(a) need not comply with section 16, 17, 18, 19(1), or 20 of the Act; but

(b) must have the written consent of the trustees.

(2) To avoid doubt, the Board must give public notice of a determination made under **subsection (1)** in accordance with section 21(2) and (3) of the Act.

Subpart 4—Vesting of cultural redress properties

47 Interpretation

In this subpart,—

cultural redress property means each of the following properties, and each property means the land of that name described in **Schedule 2**:

Properties vested in fee simple

(a) Akapoua property:

(b) Kaitoke Land site A:

(c) Kaitoke Land site B:

(d) 35 Mulberry Grove Road:

(e) 37 Mulberry Grove Road:

(f) 39 Mulberry Grove Road:

(g) 41 Mulberry Grove Road:

(h) 5 Pohutukawa Place:

(i) Waipareira site A:

(j) Waipareira site B:

Properties vested in fee simple to be administered as reserves

(k) Awana Bay property:

(l) Harataonga property:

(m) Hirakimatā property:

(n) Kaitoke Estuary property:

(o) Matarehu property:

(p) Rakitū Island property:

Properties vested in fee simple subject to conservation covenant

(q) Maraenui property:

(r) Nga Pua o Mataahu property:

(s) Ōkiwi property:

(t) Rangitāwhiri property

Hauraki Gulf Marine Park means the park established under section 33 of the Hauraki Gulf Marine Park Act 2000

reserve property means each of the properties named in **paragraphs (k) to (p)** of the definition of cultural redress property.

Properties vested in fee simple

48 Akapoua property

(1) The Akapoua property (being part of Aotea Conservation Park) ceases to be part of the Park and a conservation area under the Conservation Act 1987, and accordingly the Akapoua property ceases to be part of the Hauraki Gulf Marine Park.

(2) The fee simple estate in the Akapoua property vests in the trustees.

(3) **Subsections (1) and (2)** do not take effect until the trustees have provided the Crown with a registrable easement for the following rights on the terms and conditions set out in part 7.1 of the documents schedule:

(a) a right to convey water; and

(b) a right to convey electricity.

49 Kaitoke Land site A

(1) The reservation of Kaitoke Land site A (being part of Claris Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked, and accordingly Kaitoke Land site A ceases to be part of the Hauraki Gulf Marine Park.

(2) The fee simple estate in Kaitoke Land site A vests in the trustees.

50 Kaitoke Land site B

(1) The reservation of Kaitoke Land site B (being part of Claris Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked, and accordingly Kaitoke Land site B ceases to be part of the Hauraki Gulf Marine Park.

(2) The fee simple estate in Kaitoke Land site B vests in the trustees.

51 35 Mulberry Grove Road

The fee simple estate in 35 Mulberry Grove Road vests in the trustees.

52 37 Mulberry Grove Road

The fee simple estate in 37 Mulberry Grove Road vests in the trustees.

53 39 Mulberry Grove Road

The fee simple estate in 39 Mulberry Grove Road vests in the trustees.

54 41 Mulberry Grove Road

The fee simple estate in 41 Mulberry Grove Road vests in the trustees.

55 5 Pohutukawa Place

The fee simple estate in 5 Pohutukawa Place vests in the trustees.

56 Waipareira site A

(1) The reservation of Waipareira site A as a local purpose (community building) reserve subject to the Reserves Act 1977 is revoked.

(2) The fee simple estate in Waipareira site A vests in the trustees.

57 Waipareira site B

(1) The reservation of the part of Waipareira site B that is a local purpose (aerodrome) reserve subject to the Reserves Act 1977 is revoked.

(2) The reservation of the part of Waipareira site B that is a local purpose (vegetation and buffer protection) reserve subject to the Reserves Act 1977 is revoked.

(3) The fee simple estate in Waipareira site B vests in the trustees.

Properties vested in fee simple to be administered as reserves

58 Awana Bay property

(1) The reservation of the Awana Bay property (being part of Stony Beach Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked, and accordingly the Awana Bay property ceases to be part of the Hauraki Gulf Marine Park.

(2) The fee simple estate in the Awana Bay property vests in the trustees.

(3) The Awana Bay property is—

(a) declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977; and

(b) included in the Hauraki Gulf Marine Park as provided for by **section 85** of this Act.

(4) The reserve is named Awana Bay Historic Reserve.

59 Harataonga property

(1) The reservation of the Harataonga property (being part of Harataonga Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked, and accordingly the Harataonga property ceases to be part of the Hauraki Gulf Marine Park.

(2) The fee simple estate in the Harataonga property vests in the trustees.

(3) The Harataonga property is—

(a) declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977; and

(b) included in the Hauraki Gulf Marine Park as provided for by **section 85** of this Act.

(4) The reserve is named Harataonga Historic Reserve.

(5) **Subsections (1) to (4)** do not take effect until the trustees have provided the Crown with a registrable right of way easement in gross on the terms and conditions set out in part 7.3 of the documents schedule.

(6) Despite the provisions of the Reserves Act 1977, the easement—

(a) is enforceable in accordance with its terms; and

(b) is to be treated as having been granted in accordance with the Reserves Act 1977.

60 Hirakimatā property

(1) The Hirakimatā property (being part of Aotea Conservation Park)—

(a) ceases to be the following under the Conservation Act 1987:

(i) an ecological area; and

(ii) part of the Park; and

(iii) a conservation area; and

(b) accordingly ceases to be part of the Hauraki Gulf Marine Park.

(2) The fee simple estate in the Hirakimatā property vests in the trustees.

(3) The Hirakimatā property is—

(a) declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977; and

(b) included in the Hauraki Gulf Marine Park as provided for by **section 85** of this Act.

(4) The reserve is named Hirakimatā Scenic Reserve.

(5) **Subsections (1) to (4)** do not take effect until the trustees have provided the Crown with a registrable right of way easement in gross on the terms and conditions set out in part 7.4 of the documents schedule.

(6) Despite the provisions of the Reserves Act 1977, the easement—

(a) is enforceable in accordance with its terms; and

(b) is to be treated as having been granted in accordance with the Reserves Act 1977.

(7) Improvements in or on the Hirakimatā property do not vest in the trustees, despite the vesting referred to in **subsection (2)**.

61 Right of entry onto Hirakimatā property by the Crown

(1) Despite the vesting of the Hirakimatā property under **section 60(2)**, the Crown may enter the Hirakimatā property with or without motor vehicles, machinery, implements of any kind, or dogs for any of the following purposes:

(a) species management:

(b) monitoring pest plants or pest animals:

(c) controlling pest plants or pest animals.

(2) The right to enter the Hirakimatā property includes entering any buildings erected on the Hirakimatā property.

(3) If the Crown enters the Hirakimatā property under **subsection (1)**, it must give notice to the owners, orally or by electronic means (as the Crown and the owners agree), at least 24 hours before entering or, if that is not practicable,—

(a) before entering, if practicable; or

(b) as soon as possible after entering.

(4) Despite **subsection (3)**, the owners and the Crown may agree on the circumstances in which notice is not required before the Crown enters the Hirakimatā property.

(5) Despite **subsections (3) and (4)**, the Crown may enter the Hirakimatā property under **subsection (1)** without prior notice if responding to a known or suspected incursion of a pest animal.

(6) Despite **subsections (1), (2), (3), and (5)**, the Crown must not enter a building erected on the Hirakimatā property that may be used for accommodation purposes unless it—

(a) first obtains the consent of the building owner or occupier to enter the building; and

(b) enters the building only in daylight hours.

62 Kaitoke Estuary property

(1) The reservation of the Kaitoke Estuary property (being part of Claris Recreation Reserve) as a recreation reserve subject to the Reserves Act 1977 is revoked, and accordingly the Kaitoke Estuary property ceases to be part of the Hauraki Gulf Marine Park.

(2) The fee simple estate in the Kaitoke Estuary property vests in the trustees.

(3) The Kaitoke Estuary property is—

(a) declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977; and

(b) included in the Hauraki Gulf Marine Park as provided for by **section 85** of this Act.

(4) The reserve is named Kaitoke Estuary Historic Reserve.

63 Matarehu property

(1) The Matarehu property (being part of Aotea Conservation Park) ceases to be part of the Park and a conservation area under the Conservation Act 1987, and accordingly the Matarehu property ceases to be part of the Hauraki Gulf Marine Park.

(2) The fee simple estate in the Matarehu property vests in the trustees.

(3) The Matarehu property is—

(a) declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977; and

(b) included in the Hauraki Gulf Marine Park as provided for by **section 85** of this Act.

(4) The reserve is named Matarehu Historic Reserve.

64 Rakitū Island property

(1) The reservation of the Rakitū Island property (being part of Rakitu Island Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked, and accordingly the Rakitū Island property ceases to be part of the Hauraki Gulf Marine Park.

(2) The fee simple estate in the Rakitū Island property vests in the trustees.

(3) The Rakitū Island property is—

(a) declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977; and

(b) included in the Hauraki Gulf Marine Park as provided for by **section 85** of this Act.

(4) The reserve is named Rakitū Scenic Reserve.

Properties vested in fee simple subject to conservation covenant

65 Maraenui property

(1) The reservation of the Maraenui property (being part of Te Hauturu-o-Toi / Little Barrier Island Nature Reserve) as a nature reserve subject to the Reserves Act 1977 is revoked, and accordingly the Maraenui property ceases to be part of the Hauraki Gulf Marine Park.

(2) The fee simple estate in the Maraenui property vests in the trustees.

(3) The Maraenui property is included in the Hauraki Gulf Marine Park as provided for in **section 85** of this Act.

(4) **Subsections (1) to (3)** do not take effect until the trustees have provided the Crown with a registrable covenant in relation to the Maraenui property on the terms and conditions set out in part 7.2 of the documents schedule.

(5) The covenant is to be treated as a conservation covenant for the purposes of—

(a) section 77 of the Reserves Act 1977; and

(b) section 27 of the Conservation Act 1987.

66 Nga Pua o Mataahu property

(1) The reservation of the Nga Pua o Mataahu property (being part of Te Hauturu-o-Toi / Little Barrier Island Nature Reserve) as a nature reserve subject to the Reserves Act 1977 is revoked, and accordingly the Nga Pua o Mataahu property ceases to be part of the Hauraki Gulf Marine Park.

(2) The fee simple estate in the Nga Pua o Mataahu property vests in the trustees.

(3) The Nga Pua o Mataahu property is included in the Hauraki Gulf Marine Park as provided for by **section 85** of this Act.

(4) **Subsections (1) to (3)** do not take effect until the trustees have provided the Crown with a registrable covenant in relation to the Nga Pua o Mataahu property on the terms and conditions set out in part 7.5 of the documents schedule.

(5) The covenant is to be treated as a conservation covenant for the purposes of—

(a) section 77 of the Reserves Act 1977; and

(b) section 27 of the Conservation Act 1987.

67 Ōkiwi property

(1) The reservation of the part of the Ōkiwi property (being part of Okiwi Recreation Reserve) that is a recreation reserve subject to the Reserves Act 1977 is revoked, and accordingly that part of the Ōkiwi property ceases to be part of the Hauraki Gulf Marine Park.

(2) The part of the Ōkiwi property that is a conservation area (being part of Aotea Conservation Park) ceases to be part of the Park and a conservation area under the Conservation Act 1987, and accordingly that part of the Ōkiwi property ceases to be part of the Hauraki Gulf Marine Park.

(3) The fee simple estate in the Ōkiwi property vests in the trustees.

(4) The Ōkiwi property is included in the Hauraki Gulf Marine Park as provided for in **section 85** of this Act.

(5) **Subsections (1) to (4)** do not take effect until the trustees have provided the Crown with a registrable covenant in relation to the Ōkiwi property on the terms and conditions set out in part 7.6 of the documents schedule.

(6) The covenant is to be treated as a conservation covenant for the purposes of—

(a) section 77 of the Reserves Act 1977; and

(b) section 27 of the Conservation Act 1987.

68 Right of entry onto Ōkiwi property by the Crown

(1) Despite the vesting of the Ōkiwi property under **section 67(3)**, the Crown may enter the Ōkiwi property with or without motor vehicles, machinery, implements of any kind, or dogs for any of the following purposes:

(a) species management:

(b) monitoring pest plants or pest animals:

(c) controlling pest plants or pest animals.

(2) The right to enter the Ōkiwi property includes entering any buildings erected on the Ōkiwi property.

(3) If the Crown enters the Ōkiwi property under **subsection (1)**, it must give notice to the owners, orally or by electronic means (as the Crown and the owners agree), at least 24 hours before entering or, if that is not practicable,—

(a) before entering, if practicable; or

(b) as soon as possible after entering.

(4) Despite **subsection (3)**, the owners and the Crown may agree on the circumstances in which notice is not required before the Crown enters the Ōkiwi property.

(5) Despite **subsections (3) and (4)**, the Crown may enter the Ōkiwi property under **subsection (1)** without prior notice if responding to a known or suspected incursion of a pest animal.

(6) Despite **subsections (1), (2), (3), and (5)**, the Crown must not enter a building erected on the Ōkiwi property that may be used for accommodation purposes, unless it—

(a) first obtains the consent of the building owner or occupier to enter the building; and

(b) enters the building only in daylight hours.

69 Rangitāwhiri property

(1) The Rangitāwhiri property (being part of Aotea Conservation Park) ceases to be part of the Park and a conservation area under the Conservation Act 1987, and accordingly the Rangitāwhiri property ceases to be part of the Hauraki Gulf Marine Park.

(2) The fee simple estate in the Rangitāwhiri property vests in the trustees.

(3) **Subsections (1) and (2)** do not take effect until the trustees have provided the Crown with a registrable covenant in relation to the Rangitāwhiri property on the terms and conditions set out in part 7.7 of the documents schedule.

(4) The covenant is to be treated as a conservation covenant for the purposes of—

(a) section 77 of the Reserves Act 1977; and

(b) section 27 of the Conservation Act 1987.

General provisions applying to vesting of cultural redress properties

70 Properties vest subject to or together with interests

Each cultural redress property vested under this subpart is subject to, or has the benefit of, any interests listed for the property in the third column of the table in **Schedule 2**.

71 Interests that are not interests in land

(1) This section applies if a cultural redress property is subject to an interest (other than an interest in land) that is listed for the property in **Schedule 2**, and for which there is a grantor, whether or not the interest also applies to land outside the cultural redress property.

(2) The interest applies as if the owners of the cultural redress property were the grantor of the interest in respect of the property.

(3) The interest applies—

(a) until the interest expires or is terminated, but any subsequent transfer of the cultural redress property must be ignored in determining whether the interest expires or is or may be terminated; and

(b) with any other necessary modifications; and

(c) despite any change in status of the land in the property.

72 Registration of ownership

(1) This section applies to a cultural redress property vested in the trustees under this subpart.

(2) **Subsection (3)** applies to a cultural redress property, but only to the extent that the property is all of the land contained in a computer freehold register.

(3) The Registrar-General must, on written application by an authorised person,—

(a) register the trustees as the proprietors of the fee simple estate in the property; and

(b) record any entry on the computer freehold register and do anything else necessary to give effect to this subpart and to part 5 of the deed of settlement.

(4) **Subsection (5)** applies to a cultural redress property, but only to the extent that **subsection (2)** does not apply to the property.

(5) The Registrar-General must, in accordance with a written application by an authorised person,—

(a) create a computer freehold register for the fee simple estate in the property in the name of the trustees; and

(b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.

(6) **Subsection (5)** is subject to the completion of any survey necessary to create a computer freehold register.

(7) A computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but not later than—

(a) 24 months after the settlement date; or

(b) any later date that may be agreed in writing by the Crown and the trustees.

(8) In this section, **authorised person** means a person authorised by—

(a) the chief executive of LINZ, for the following properties:

(i) 35 Mulberry Grove Road:

(ii) 37 Mulberry Grove Road:

(iii) 39 Mulberry Grove Road:

(iv) 41 Mulberry Grove Road:

(v) 5 Pohutukawa Place; and

(b) the Director-General, for all other properties.

73 Application of Part 4A of Conservation Act 1987

(1) The vesting of the fee simple estate in a cultural redress property in the trustees under this subpart is a disposition for the purposes of Part 4A of the Conserva-

tion Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.

(2) Section 24 of the Conservation Act 1987 does not apply to the vesting of a reserve property.

(3) If the reservation of a reserve property under this subpart is revoked for all or part of the property, the vesting of the property is no longer exempt from section 24 (except subsection (2A)) of the Conservation Act 1987 for all or that part of the property.

(4) **Subsections (2) and (3)** do not limit **subsection (1)**.

74 Matters to be recorded on computer freehold register

(1) The Registrar-General must record on the computer freehold register,—

(a) for a reserve property,—

(i) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and

(ii) that the land is subject to **sections 73(3) and 78**; and

(b) for any other cultural redress property, that the land is subject to Part 4A of the Conservation Act 1987.

(2) A notification made under **subsection (1)** that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.

(3) For a reserve property, if the reservation of the property under this subpart is revoked for—

(a) all of the property, the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the property the notifications that—

(i) section 24 of the Conservation Act 1987 does not apply to the property; and

(ii) the property is subject to **sections 73(3) and 78**; or

(b) part of the property, the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on the computer freehold register for the part of the property that remains a reserve.

(4) The Registrar-General must comply with an application received in accordance with **subsection (3)(a)**.

75 Application of other enactments

(1) The vesting of the fee simple estate in a cultural redress property under this subpart does not—

(a) limit section 10 or 11 of the Crown Minerals Act 1991; or

(b) affect other rights to subsurface minerals.

(2) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of the deed of settlement in relation to a cultural redress property.

(3) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under this subpart, of the reserve status of a cultural redress property.

(4) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—

(a) the vesting of the fee simple estate in a cultural redress property under this subpart; or

(b) any matter incidental to, or required for the purpose of, the vesting.

76 Names of Crown protected areas discontinued

(1) **Subsection (2)** applies to the land, or the part of the land, in a cultural redress property that, immediately before the settlement date, was all or part of a Crown protected area.

(2) The official geographic name of the Crown protected area is discontinued in respect of the land, or the part of the land, and the Board must amend the Gazetteer accordingly.

(3) In this section, **Board**, **Crown protected area**, **Gazetteer**, and **official geographic name** have the meanings given in section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

Further provisions applying to reserve properties

77 Application of other enactments to reserve properties

(1) The trustees are the administering body of a reserve property.

(2) Sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to a reserve property.

(3) If the reservation of a reserve property under this subpart is revoked under section 24 of the Reserves Act 1977 for all or part of the property, section 25(2) of that Act applies to the revocation, but not the rest of section 25 of that Act.

(4) A reserve property is not a Crown protected area under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008, despite anything in that Act.

(5) A reserve property must not have a name assigned to it or have its name changed under section 16(10) of the Reserves Act 1977 without the written consent of the owners of the property, and section 16(10A) of that Act does not apply to the proposed name.

78 Subsequent transfer of reserve land

(1) This section applies to all or the part of a reserve property that remains a reserve under the Reserves Act 1977 after the property has vested in the trustees under this subpart.

(2) The fee simple estate in the reserve land may be transferred only in accordance with **section 79 or 80**.

(3) In this section and **sections 79 to 81**, **reserve land** means the land that remains a reserve as described in **subsection (1)**.

79 Transfer of reserve land to new administering body

(1) The registered proprietors of the reserve land may apply in writing to the Minister of Conservation for consent to transfer the fee simple estate in the reserve land to 1 or more persons (the **new owners**).

(2) The Minister of Conservation must give written consent to the transfer if the registered proprietors satisfy the Minister that the new owners are able—

(a) to comply with the requirements of the Reserves Act 1977; and

(b) to perform the duties of an administering body under that Act.

(3) The Registrar-General must, upon receiving the required documents, register the new owners as the proprietors of the fee simple estate in the reserve land.

(4) The required documents are—

(a) a transfer instrument to transfer the fee simple estate in the reserve land to the new owners, including a notification that the new owners are to hold the reserve land for the same reserve purposes as those for which it was held by the administering body immediately before the transfer; and

(b) the written consent of the Minister of Conservation to the transfer of the reserve land; and

(c) any other document required for the registration of the transfer instrument.

(5) The new owners, from the time of their registration under this section,—

(a) are the administering body of the reserve land; and

(b) hold the reserve land for the same reserve purposes as those for which it was held by the administering body immediately before the transfer.

(6) A transfer that complies with this section need not comply with any other requirements.

80 Transfer of reserve land to trustees of existing administering body if trustees change

The registered proprietors of the reserve land may transfer the fee simple estate in the reserve land if—

(a) the transferors of the reserve land are or were the trustees of a trust; and

(b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and

(c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that **paragraphs (a) and (b)** apply.

81 Reserve land not to be mortgaged

The owners of reserve land must not mortgage, or give a security interest in, the reserve land.

82 Saving of bylaws, etc, in relation to reserve properties

(1) This section applies to any bylaw, or any prohibition or restriction on use or access, that an administering body or the Minister of Conservation made or imposed under the Conservation Act 1987 or the Reserves Act 1977 in relation to a reserve property before the property was vested in the trustees under this subpart.

(2) The bylaw, prohibition, or restriction remains in force until it expires or is revoked under the Conservation Act 1987 or the Reserves Act 1977.

Consequential amendments to Hauraki Gulf Marine Park Act 2000

83 Amendments to Hauraki Gulf Marine Park Act 2000

Sections 84 and 85 amend the Hauraki Gulf Marine Park Act 2000.

84 New section 41A inserted (Removal of land described in Schedule 5 from Park)

After section 41, insert:

41A Removal of land described in Schedule 5 from Park

(1) The Governor-General may, by Order in Council, acting on the recommendation of the Minister of Conservation,—

(a) remove from the Park any land included in the Park by Schedule 5; and

(b) amend Schedule 5 accordingly.

(2) Before making a recommendation to the Governor-General under **subsection (1)**, the Minister must—

(a) be satisfied that the land no longer serves the purpose of the Park; and

(b) have regard to—

(i) the existing use of the land; and

(ii) the status or classification (if any) of the land.

85 Schedule 5 amended

In Schedule 5, insert in their appropriate alphabetical order:

The land described as the Awana Bay property in **Schedule 2 of the Ngāti Rehua-Ngātiwai ki Aotea Act 2016**, with effect on and from the date defined as the settlement date in **section 12** of that Act.

The land described as the Harataonga property in **Schedule 2 of the Ngāti Rehua-Ngātiwai ki Aotea Act 2016**, with effect on and from the date on which the requirement prescribed under **section 59(5)** of that Act is satisfied.

The land described as the Hirakimatā property in **Schedule 2 of the Ngāti Rehua-Ngātiwai ki Aotea Act 2016**, with effect on and from the date on which the requirement prescribed under **section 60(5)** of that Act is satisfied.

The land described as the Kaitoke Estuary property in **Schedule 2 of the Ngāti Rehua-Ngātiwai ki Aotea Act 2016**, with effect on and from the date defined as the settlement date in **section 12** of that Act.

The land described as the Maraenui property in **Schedule 2 of the Ngāti Rehua-Ngātiwai ki Aotea Act 2016**, with effect on and from the date on which the requirement prescribed under **section 65(4)** of that Act is satisfied.

The land described as the Matarehu property in **Schedule 2 of the Ngāti Rehua-Ngātiwai ki Aotea Act 2016**, with effect on and from the date defined as the settlement date in **section 12** of that Act.

The land described as the Nga Pua o Mataahu property in **Schedule 2 of the Ngāti Rehua-Ngātiwai ki Aotea Act 2016**, with effect on and from the date on which the requirement prescribed under **section 66(4)** of that Act is satisfied.

The land described as the Ōkiwi property in **Schedule 2 of the Ngāti Rehua-Ngātiwai ki Aotea Act 2016**, with effect on and from the date on which the requirement prescribed under **section 67(5)** of that Act is satisfied.

The land described as the Rakitū Island property in **Schedule 2 of the Ngāti Rehua-Ngātiwai ki Aotea Act 2016**, with effect on and from the date defined as the settlement date in **section 12** of that Act.

Subpart 5—Vesting and gifting back of property

86 Interpretation

In this subpart,—

Burgess Island Scenic Reserve means Part Burgess Island SO 59115, North Auckland Land District (as shown on OTS-126-44), to the extent the land is not within the coastal marine area

coastal marine area has the meaning given in section 2(1) of the Resource Management Act 1991

Mokohinau Islands Nature Reserve means Part Mokohinau Islands SO 45612, North Auckland Land District (as shown on OTS-126-44), to the extent the land is not within the coastal marine area

vesting date means—

(a) the date proposed by the trustees for the vesting of both properties, in accordance with **section 87(2) to (4)**; or

(b) the date that is 1 year after the settlement date, if no date is proposed.

87 Notice appointing delayed vesting date for Mokohinau Islands Nature Reserve and Burgess Island Scenic Reserve

(1) This section applies to the following properties:

(a) Mokohinau Islands Nature Reserve; and

(b) Burgess Island Scenic Reserve.

(2) The trustees may give written notice to the Minister of Conservation of the date on which the properties are to vest in the trustees.

(3) The proposed date must not be later than 1 year after the settlement date.

(4) The trustees must give the Minister of Conservation at least 40 working days' notice of the proposed date.

(5) The Minister of Conservation must publish a notice in the *Gazette*—

(a) specifying the vesting date; and

(b) stating that the fee simple estate in the properties vests in the trustees on the vesting date.

(6) The notice must be published as early as practicable before the vesting date.

88 Delayed vesting and gifting back of Mokohinau Islands Nature Reserve and Burgess Island Scenic Reserve

(1) This section applies to the following properties:

(a) Mokohinau Islands Nature Reserve; and

(b) Burgess Island Scenic Reserve.

(2) The fee simple estate in the properties vests in the trustees on the vesting date.

(3) On the 28th day after the vesting date, the fee simple estate in the properties vests in the Crown as a gifting back to the Crown by the trustees for the people of New Zealand.

(4) However, the following matters apply as if the vestings had not occurred:

(a) the properties remain reserves under the Reserves Act 1977; and

(b) any enactment, instrument, or interest that applied to the properties immediately before the vesting date continues to apply to them; and

(c) the Crown retains all liability for the properties.

(5) The vestings are not affected by—

(a) Part 4A of the Conservation Act 1987; or

(b) section 10 or 11 of the Crown Minerals Act 1991; or

(c) section 11 or Part 10 of the Resource Management Act 1991; or

(d) any other enactment relating to the land.

Subpart 6—Participation of Ngāti Rehua-Ngātiwai ki Aotea in Conservation Management Strategy affecting certain areas

89 Interpretation and application

(1) In this subpart,—

conservation management strategy means a conservation management strategy approved or proposed to be approved under section 17F of the Conservation Act 1987

Aotea / Great Barrier Island means the island of that name, to the extent that the island is administered under the Conservation Act 1987 or an Act in Schedule 1 of that Act

Mokohinau Islands means the islands of that name, to the extent that the islands are administered under the Conservation Act 1987 or an Act in Schedule 1 of that Act

Rakitū / Arid Island means the island of that name, to the extent that the island is administered under the Conservation Act 1987 or an Act in Schedule 1 of that Act.

(2) This subpart applies to Aotea / Great Barrier Island, the Mokohinau Islands, and Rakitū / Arid Island (together, the **islands**).

90 Director-General and trustees jointly responsible for conservation management strategy affecting islands

(1) This section applies to any conservation management strategy that applies (whether wholly or in part) to the islands.

(2) The trustees and the Director-General are, despite sections 17D and 17F of the Conservation Act 1987, jointly responsible for preparing, amending, or reviewing the conservation management strategy but only—

(a) to the extent that it applies to the islands; and

(b) in accordance with values that the trustees have developed with the Department of Conservation.

(3) For the purpose of **subsection (2)**, sections 17D and 17F of the Conservation Act 1987 apply as if each reference to the Director-General were a reference to the Director-General and the trustees.

(4) The Director-General must notify the trustees in writing if the Director-General intends to prepare, amend, or review a conservation management strategy for an area that relates to the islands.

91 Minister and trustees jointly responsible under section 17F of Conservation Act 1987

The trustees and the Minister are jointly responsible for carrying out the Minister's functions under section 17F of the Conservation Act 1987 in respect of any conservation management strategy that applies (whether wholly or in part) to the islands.

Subpart 7—Co-governance of Te Hauturu-o-Toi / Little Barrier Island gift area

92 Interpretation

In this subpart,—

Conservation Board means the board established under section 6L of the Conservation Act 1987 that has jurisdiction over the Te Hauturu-o-Toi / Little Barrier Island gift area

Hauturu plan means—

(a) the plan prepared under subpart 8 of Part 2 of the Ngāti Manuhiri Claims Settlement Act 2012; and

(b) any review or amendment of that plan under this Act

summary of submissions means a summary prepared under **section 100(5)(a)** of the submissions received, and any public opinion obtained, on a draft Hauturu plan

Te Hauturu-o-Toi / Little Barrier Island gift area means the area comprising the part of that island that is 2 814.5 hectares, approximately, being Part Section 2 SO 440008 (subject to survey), and being the balance of computer interest register 634345

trustees of the Ngāti Manuhiri Settlement Trust means the trustees as defined in section 11 of the Ngāti Manuhiri Claims Settlement Act 2012.

93 Purpose of and background to subpart

This subpart provides for the trustees, acting under this subpart, to participate in a joint and equal role with the trustees of the Ngāti Manuhiri Settlement Trust, acting under subpart 8 of Part 2 of the Ngāti Manuhiri Claims Settlement Act 2012, in relation to—

(a) the review of the Hauturu plan required by **section 94**; and

(b) the processes for preparing and approving any amendments to, or replacement of that plan, as provided for by **sections 95 to 102**.

Review and amendment of existing Hauturu plan

94 Review of Hauturu plan

(1) The Director-General must, not later than 3 years after the settlement date, initiate a review of the whole Hauturu plan, after first consulting with the trustees, the trustees of the Ngāti Manuhiri Settlement Trust, and the Conservation Board.

(2) The Director-General may at any other time initiate a review of all or part of the Hauturu plan, after first consulting the trustees and the Conservation Board.

(3) The trustees or the Conservation Board may at any time request the Director-General to initiate a review of all or part of the Hauturu plan. The Director-General must consider the request.

(4) Any review of the Hauturu plan must be carried out and approved in accordance with this subpart.

(5) The Director-General must review all of the Hauturu plan no later than 10 years after the date of the review under **subsection (1)**, and every 10 years after that review.

(6) The Minister of Conservation may extend the time limit in **subsection (5)**, but only after consulting the trustees and the Conservation Board.

95 Amendment of Hauturu plan

(1) The Director-General may at any time initiate the amendment of all or part of the Hauturu plan, after first consulting the trustees and the Conservation Board.

(2) Any amendment to, or replacement of, the Hauturu plan must be carried out and approved in accordance with this subpart.

(3) However, an amendment may instead be made under **subsections (4) to (6)** if the Director-General, the trustees, and the Conservation Board all consider that the amendment will not materially affect—

(a) the objectives or policies expressed in the Hauturu plan; or

(b) the public interest in the relevant area.

(4) The Director-General must provide the proposed amendment to the trustees and the Conservation Board.

(5) The trustees and the Conservation Board—

(a) must consider the proposed amendment; and

(b) may amend the Hauturu plan as proposed and approve the amended plan.

(6) Any approval under **subsection (5)(b)** must be given no later than 2 months after receiving the proposed amendment.

96 Application of other Acts under this subpart

(1) The Reserves Act 1977 applies to the review, amendment, or replacement of the Hauturu plan as if the plan were a conservation management plan prepared and approved under section 40B of that Act.

(2) Sections 17E (except subsection (9)), 17F, 17G, 17H, 17I, and 49(2) and (3) of the Conservation Act 1987 do not apply to the review or amendment of the Hauturu plan, despite section 40B of the Reserves Act 1977.

97 Preparation of revised Hauturu plan

In reviewing, amending, or replacing the Hauturu plan, the Director-General must prepare a draft of the proposed amendments or replacement plan in consultation with—

(a) the trustees; and

(b) the Conservation Board; and

(c) any other persons or organisations that the Director-General considers it is practicable and appropriate to consult.

98 Notification of draft revised Hauturu plan

(1) The Director-General must give notice of any draft amendments to, or replacement of, the Hauturu plan as follows:

(a) by public notice under section 49(1) of the Conservation Act 1987 as if he or she were the Minister of Conservation; and

(b) by written notice to the relevant regional councils, territorial authorities, and iwi authorities.

(2) The notices must be given no later than 6 months after the start of the preparation of the draft plan.

(3) Each notice must—

(a) state that the draft plan is available for inspection at the places and times specified in the notice; and

(b) invite any person or organisation to make written submissions to the Director-General on the draft plan on or before the date specified in the notice, which must be no less than 2 months after the date the notice is given.

99 Submissions on draft revised Hauturu plan

(1) Any person or organisation may make written submissions to the Director-General on the draft amendments to, or replacement of, the Hauturu plan at the place, and on or before the date, specified in a notice given under **section 98**.

(2) The Director-General may, after consulting the trustees and the Conservation Board, obtain public opinion of the proposals from any person or organisation by any other means.

(3) The Director-General must make the draft amendments to, or replacement of, the Hauturu plan available for public inspection between 9 am and 5 pm on any working day—

(a) on and from the date the notice was given under **section 98(1)(a)** until the last date for written submissions specified in the notice; and

(b) in places and quantities that are likely to encourage public participation in the development of the plan.

100 Hearing of submissions

(1) Submissions on the draft amendments to, or replacement of, the Hauturu plan must be heard by a meeting of representatives of the Director-General, the trustees, and the Conservation Board.

(2) A submitter who requested to be heard in support of the submission must be given a reasonable opportunity to be heard.

(3) Any other person or organisation that was consulted may be heard at the discretion of the members of the meeting.

(4) The hearing of submissions must end no later than 2 months after the last date for written submissions.

(5) The Director-General must—

(a) prepare a summary of the submissions received, and any public opinion obtained, on the draft amendments to, or replacement of, the Hauturu plan; and

(b) provide the summary to the trustees and the Conservation Board no later than 1 month after the end of the hearing of submissions.

101 Revision of draft plan

(1) The Director-General must consider the submissions received, and any public opinion obtained, on the draft amendments to, or replacement of, the Hauturu plan.

(2) The Director-General then—

(a) may revise the draft amendments or replacement in consultation with the trustees and the Conservation Board; and

(b) must provide the revised draft amendments to, or replacement of, the Hauturu plan to the trustees and the Conservation Board no later than 4 months after the end of the hearing of submissions.

(3) The trustees and the Conservation Board,—

(a) on receiving the revision, must together consider it and the summary of submissions; and

(b) no later than 4 months after receiving the revision and the summary, may request the Director-General to further revise the draft amendments or replacement.

(4) If the Director-General receives a request under **subsection (3)(b)**, he or she must—

(a) make the revisions in accordance with the request; and

(b) provide the revised draft amendments or replacement to the trustees and the Conservation Board no later than 2 months after receiving the request.

102 Referral of draft plan to Conservation Authority and Minister

(1) The trustees and the Conservation Board must provide the revised draft amendments to, or replacement of, the Hauturu plan and the summary of submissions to—

(a) the Conservation Authority for its comments on matters relating to the national public conservation interest in the Te Hauturu-o-Toi / Little Barrier Island gift area; and

(b) the Minister of Conservation for his or her comments.

(2) The revised draft amendments or replacement must be provided in the form of, and on receipt of,—

(a) the revision provided by the Director-General under **section 101(2)(b)**, if a request is not made under **section 101(3)(b)**; or

(b) the revision provided by the Director-General under **section 101(4)(b)**, if a request is made under **section 101(3)(b)**.

(3) The Conservation Authority and the Minister of Conservation must provide their comments on the revised draft Hauturu plan to the trustees and the Conservation Board not later than 4 months after receiving the draft plan.

103 Approval of draft plan

(1) The trustees and the Conservation Board must—

(a) consider the comments received from the Conservation Authority and the Minister of Conservation under **section 102(3)**; and

(b) make any changes to the revised draft amendments to, or replacement of, the Hauturu plan that the trustees and the Conservation Board consider are necessary.

(2) The trustees and the Conservation Board must, no later than 2 months after receiving the comments,—

(a) approve the revised draft Hauturu plan; or

(b) refer any disagreement about that plan to the Conservation Authority by providing a written statement of the matters of disagreement and the reasons for them.

104 Referral of disagreement to Conservation Authority

(1) If a disagreement is referred to the Conservation Authority under **section 103(2)(b)**, the Conservation Authority must—

(a) make a recommendation on any matter of disagreement; and

(b) give written notice of the recommendation to the trustees and the Conservation Board.

(2) The notice of recommendation must be given not later than 3 months after the disagreement is referred to the Conservation Authority.

(3) The trustees and the Conservation Board must, after receiving and considering the notice of recommendation,—

(a) try to resolve any matters of disagreement; and

(b) make any changes to the revised draft Hauturu plan that they consider are necessary.

(4) If any matter of disagreement has not been resolved within 2 months after receiving the notice of recommendation,—

(a) the recommendations in the notice become binding; and

(b) the trustees and the Conservation Board must make any changes to the revised draft Hauturu plan that are necessary to implement the recommendations.

(5) The trustees and the Conservation Board must approve the revised draft Hauturu plan no later than 4 months after receiving the notice of recommendation.

105 Mediation of disagreement

(1) The trustees, the Conservation Board, and the Director-General—

(a) must all agree on a mediator no later than 3 months after the settlement date; and

(b) may all agree on a different mediator at any time.

(2) If a disagreement arises between the persons referred to in **subsection (1)** at any time during the process under this subpart, the parties to the disagreement (the **parties**) must first try to resolve the matter in a co-operative, open-minded, and timely manner.

(3) If a party considers that it is necessary to resort to mediation, the party must refer the matter to mediation by giving written notice to the 1 or more other parties.

(4) The mediation must be conducted by the mediator agreed on under **subsection (1)**.

(5) The parties must participate in the mediation—

(a) in a co-operative, open-minded, and timely manner; and

(b) having particular regard to the purpose of—

(i) having a conservation management plan for the Te Hauturu-o-Toi / Little Barrier Island gift area; and

(ii) the reserve classification of the Te Hauturu-o-Toi / Little Barrier Island gift area.

(6) The parties must try their best to continue with the preparation and approval of the Hauturu plan while the disagreement is mediated.

(7) Each party must—

(a) pay its own costs of the mediation; and

(b) pay an equal share of the costs of the mediator and associated costs.

(8) The mediation must end no later than 3 months after the day on which the matter was referred to mediation.

(9) The period of time starting on the day on which the matter is referred to mediation and ending on the last day of the mediation must be excluded from any time limit specified in **sections 97 to 104**.

106 Involvement of other iwi

This subpart does not exclude representatives of other iwi, in addition to the trustees and the trustees of the Ngāti Manuhiri Settlement Trust, from being involved with the Hauturu plan, if other enactments provide for that.

Consequential amendments to Ngāti Manuhiri Claims Settlement Act 2012

107 Amendments to Ngāti Manuhiri Claims Settlement Act 2012

(1) This section consequentially amends the Ngāti Manuhiri Claims Settlement Act 2012.

(2) In section 95(4), replace "10 years after the date it was last approved" with "3 years after the settlement date as defined in **section 12 of the Ngāti Rehua-Ngātiwai ki Aotea Claims Settlement Act 2016**, and no later than every 10 years subsequently".

(3) In Schedule 2, replace the third column of the item relating to Te Hauturu-o-Toi / Little Barrier Island with:

North Auckland Land District—Auckland Council

[the area comprising part of that island that is] 2814.5 hectares, approximately, being Part Section 2 SO 440008 and being the balance of computer interest register 634345.

Part 3
Commercial redress: right of first refusal over RFR land

Interpretation

108 Interpretation

In this subpart and **Schedule 3**,—

control, for the purposes of **paragraph (d)** of the definition of Crown body, means,—

(a) for a company, control of the composition of its board of directors; and

(b) for another body, control of the composition of the group that would be its board of directors if the body were a company

Crown body means—

(a) a Crown entity, as defined in section 7(1) of the Crown Entities Act 2004; and

(b) a State enterprise, as defined in section 2 of the State-Owned Enterprises Act 1986; and

(c) the New Zealand Railways Corporation; and

(d) a company or body that is wholly owned or controlled by 1 or more of the following:

(i) the Crown:

(ii) a Crown entity:

(iii) a State enterprise:

(iv) the New Zealand Railways Corporation; and

(e) a subsidiary or related company of a company or body referred to in **paragraph (d)**

dispose of, in relation to RFR land,—

(a) means—

(i) to transfer or vest the fee simple estate in the land; or

(ii) to grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), 50 years or longer; but

(b) to avoid doubt, does not include—

(i) to mortgage, or give a security interest in, the land; or

(ii) to grant an easement over the land; or

(iii) to consent to an assignment of a lease, or to a sublease, of the land; or

(iv) to remove an improvement, a fixture, or a fitting from the land

expiry date, in relation to an offer, means its expiry date under **sections 111(2)(a) and 112**

notice means a notice given under this subpart

offer means an offer by an RFR landowner, made in accordance with **section 111**, to dispose of RFR land to the trustees

public work has the meaning given in section 2 of the Public Works Act 1981

related company has the meaning given in section 2(3) of the Companies Act 1993

RFR landowner, in relation to RFR land,—

(a) means the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and

(b) means a Crown body, if the body holds the fee simple estate in the land; and

(c) includes a local authority to which RFR land has been disposed of under **section 117(1)**; but

(d) to avoid doubt, does not include an administering body in which RFR land is vested after the settlement date, under **section 118(1)**

RFR period means the period of 176 years on and from the settlement date

subsidiary has the meaning given in section 5 of the Companies Act 1993.

109 Meaning of RFR land

(1) In this subpart, **RFR land** means—

(a) the land described in part 3 of the attachments that, on the settlement date,—

(i) is vested in the Crown; or

(ii) is held in fee simple by the Crown; or

(b) any land obtained in exchange for a disposal of RFR land under **section 122(1)(c) or 123**.

(2) Land ceases to be RFR land if—

(a) the fee simple estate in the land transfers from the RFR landowner to—

(i) the trustees or their nominee (for example, under a contract formed under **section 115**); or

(ii) any other person (including the Crown or a Crown body) under **section 110(d)**; or

(b) the fee simple estate in the land transfers or vests from the RFR landowner to or in a person other than the Crown or a Crown body—

(i) under any of **sections 119 to 125** (which relate to permitted disposals of RFR land); or

(ii) under any matter referred to in **section 126(1)** (which specifies matters that may override the obligations of an RFR landowner under this subpart); or

(c) the fee simple estate in the land transfers or vests from the RFR landowner in accordance with a waiver or variation given under **section 134**; or

(d) the RFR period for the land ends.

Restrictions on disposal of RFR land

110 Restrictions on disposal of RFR land

An RFR landowner must not dispose of RFR land to a person other than the trustees or their nominee unless the land is disposed of—

(a) under any of **sections 116 to 125**; or

(b) under any matter referred to in **section 126(1)**; or

(c) in accordance with a waiver or variation given under **section 134**; or

(d) within 2 years after the expiry date of an offer by the RFR landowner to dispose of the land to the trustees if the offer to the trustees was—

(i) made in accordance with **section 111**; and

(ii) made on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person; and

(iii) not withdrawn under **section 113**; and

(iv) not accepted under **section 114**.

Trustees' right of first refusal

111 Requirements for offer

(1) An offer by an RFR landowner to dispose of RFR land to the trustees must be by notice to the trustees.

(2) The notice must include—

(a) the terms of the offer, including its expiry date; and

(b) the legal description of the land, including any interests affecting it, and the reference for any computer register for the land; and

(c) a street address for the land (if applicable); and

(d) a street address, postal address, and fax number or electronic address for the trustees to give notices to the RFR landowner in relation to the offer.

112 Expiry date of offer

(1) The expiry date of an offer must be on or after the date that is 20 working days after the date on which the trustees receive notice of the offer.

(2) However, the expiry date of an offer may be on or after the date that is 10 working days after the date on which the trustees receive notice of the offer if—

(a) the trustees received an earlier offer to dispose of the land; and

(b) the expiry date of the earlier offer was not more than 6 months before the expiry date of the later offer; and

(c) the earlier offer was not withdrawn.

113 Withdrawal of offer

The RFR landowner may, by notice to the trustees, withdraw an offer at any time before it is accepted.

114 Acceptance of offer

(1) The trustees may, by notice to the RFR landowner who made an offer, accept the offer if—

(a) it has not been withdrawn; and

(b) its expiry date has not passed.

(2) The trustees must accept all the RFR land offered, unless the offer permits them to accept less.

115 Formation of contract

(1) If the trustees accept an offer by an RFR landowner to dispose of RFR land, a contract for the disposal of the land is formed between the RFR landowner and the trustees on the terms in the offer.

(2) The terms of the contract may be varied by written agreement between the RFR landowner and the trustees.

(3) Under the contract, the trustees may nominate any person (the **nominee**) to receive the transfer of the RFR land.

(4) The trustees may nominate a nominee only if—

(a) the nominee is lawfully able to hold the RFR land; and

(b) notice is given to the RFR landowner on or before the day that is 10 working days before the day on which the transfer is to settle.

(5) The notice must specify—

(a) the full name of the nominee; and

(b) any other details about the nominee that the RFR landowner needs in order to transfer the RFR land to the nominee.

(6) If the trustees nominate a nominee, the trustees remain liable for the obligations of the transferee under the contract.

Disposals to others but land remains RFR land

116 Disposal to the Crown or Crown bodies

(1) An RFR landowner may dispose of RFR land to—

(a) the Crown; or

(b) a Crown body.

(2) To avoid doubt, the Crown may dispose of RFR land to a Crown body in accordance with section 143(5) or 206 of the Education Act 1989.

117 Disposal of existing public works to local authorities

(1) An RFR landowner may dispose of RFR land that is a public work or part of a public work, in accordance with section 50 of the Public Works Act 1981, to a local authority, as defined in section 2 of that Act.

(2) To avoid doubt, if RFR land is disposed of to a local authority under **subsection (1)**, the local authority becomes—

(a) the RFR landowner of the land; and

(b) subject to the obligations of an RFR landowner under this subpart.

118 Disposal of reserves to administering bodies

(1) An RFR landowner may dispose of RFR land in accordance with section 26 or 26A of the Reserves Act 1977.

(2) To avoid doubt, if RFR land that is a reserve is vested in an administering body under **subsection (1)**, the administering body does not become—

(a) the RFR landowner of the land; or

(b) subject to the obligations of an RFR landowner under this subpart.

(3) However, if RFR land vests back in the Crown under section 25 or 27 of the Reserves Act 1977, the Crown becomes—

(a) the RFR landowner of the land; and

(b) subject to the obligations of an RFR landowner under this subpart.

Disposals to others where land may cease to be RFR land

119 Disposal in accordance with obligations under enactment or rule of law

An RFR landowner may dispose of RFR land in accordance with an obligation under any enactment or rule of law.

120 Disposal in accordance with legal or equitable obligations

An RFR landowner may dispose of RFR land in accordance with—

(a) a legal or an equitable obligation that—

(i) was unconditional before the settlement date; or

(ii) was conditional before the settlement date but became unconditional on or after the settlement date; or

(iii) arose after the exercise (whether before, on, or after the settlement date) of an option existing before the settlement date; or

(b) the requirements, existing before the settlement date, of a gift, an endowment, or a trust relating to the land.

121 Disposal under certain legislation

An RFR landowner may dispose of RFR land in accordance with—

(a) section 54(1)(d) of the Land Act 1948; or

(b) section 34, 43, or 44 of the Marine and Coastal Area (Takutai Moana) Act 2011; or

(c) section 355(3) of the Resource Management Act 1991; or

(d) an Act that—

(i) excludes the land from a national park within the meaning of the National Parks Act 1980; and

(ii) authorises that land 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.

122 Disposal of land held for public works

(1) An RFR landowner may dispose of RFR land in accordance with—

(a) section 40(2) or (4) or 41 of the Public Works Act 1981 (including as applied by another enactment); or

(b) section 52, 105(1), 106, 114(3), 117(7), or 119 of the Public Works Act 1981; or

(c) section 117(3)(a) of the Public Works Act 1981; or

(d) section 117(3)(b) of the Public Works Act 1981 if the land is disposed of to the owner of adjoining land; or

(e) section 23(1) or (4), 24(4), or 26 of the New Zealand Railways Corporation Restructuring Act 1990.

(2) To avoid doubt, RFR land may be disposed of by an order of the Maori Land Court under section 134 of Te Ture Whenua Maori Act 1993, after an application by an RFR landowner under section 41(e) of the Public Works Act 1981.

123 Disposal for reserve or conservation purposes

An RFR landowner may dispose of RFR land in accordance with—

(a) section 15 of the Reserves Act 1977; or

(b) section 16A or 24E of the Conservation Act 1987.

124 Disposal for charitable purposes

An RFR landowner may dispose of RFR land as a gift for charitable purposes.

125 Disposal to tenants

The Crown may dispose of RFR land—

(a) that was held on the settlement date for education purposes to a person who, immediately before the disposal, is a tenant of the land or all or part of a building on the land; or

(b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted—

(i) before the settlement date; or

(ii) on or after the settlement date under a right of renewal in a lease granted before the settlement date; or

(c) under section 93(4) of the Land Act 1948.

RFR landowner obligations

126 RFR landowner's obligations subject to other matters

(1) An RFR landowner's obligations under this subpart in relation to RFR land are subject to—

(a) any other enactment or rule of law except that, in the case of a Crown body, the obligations apply despite the purpose, functions, or objectives of the Crown body; and

(b) any interest or legal or equitable obligation—

(i) that prevents or limits an RFR landowner's disposal of RFR land to the trustees; and

(ii) that the RFR landowner cannot satisfy by taking reasonable steps; and

(c) the terms of a mortgage over, or security interest in, RFR land.

(2) Reasonable steps, for the purposes of **subsection (1)(b)(ii)**, do not include steps to promote the passing of an enactment.

Notices about RFR land

127 Notice to LINZ of RFR land with computer register after settlement date

(1) If a computer register is first created for RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the register has been created.

(2) If land for which there is a computer register becomes RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land.

(3) The notice must be given as soon as is reasonably practicable after a computer register is first created for the RFR land or after the land becomes RFR land.

(4) The notice must include the legal description of the land and the reference for the computer register.

128 Notice to trustees of disposal of RFR land to others

(1) An RFR landowner must give the trustees notice of the disposal of RFR land by the landowner to a person other than the trustees or their nominee.

(2) The notice must be given on or before the date that is 20 working days before the day of the disposal.

(3) The notice must include—

(a) the legal description of the land, including any interests affecting it; and

(b) the reference for any computer register for the land; and

(c) the street address for the land (if applicable); and

(d) the name of the person to whom the land is being disposed of; and

(e) an explanation of how the disposal complies with **section 110**; and

(f) if the disposal is to be made under **section 110(d)**, a copy of any written contract for the disposal.

129 Notice to LINZ of land ceasing to be RFR land

(1) This section applies if land contained in a computer register is to cease being RFR land because—

(a) the fee simple estate in the land is to transfer from the RFR landowner to—

(i) the trustees or their nominee (for example, under a contract formed under **section 115**); or

(ii) any other person (including the Crown or a Crown body) under **section 110(d)**; or

(b) the fee simple estate in the land is to transfer or vest from the RFR landowner to or in a person other than the Crown or a Crown body—

(i) under any of **sections 119 to 125**; or

(ii) under any matter referred to in **section 126(1)**; or

(c) the fee simple estate in the land is to transfer or vest from the RFR landowner in accordance with a waiver or variation given under **section 134**.

(2) The RFR landowner must, as early as practicable before the transfer or vesting, give the chief executive of LINZ notice that the land is to cease being RFR land.

(3) The notice must include—

(a) the legal description of the land; and

(b) the reference for the computer register for the land; and

(c) the details of the transfer or vesting of the land.

130 Notice requirements

Schedule 3 applies to notices given under this subpart by or to—

(a) an RFR landowner; or

(b) the trustees.

Right of first refusal recorded on computer registers

131 Right of first refusal to be recorded on computer registers for RFR land

(1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal descriptions of, and identify the computer registers for,—

(a) the RFR land for which there is a computer register on the settlement date; and

(b) the RFR land for which a computer register is first created after the settlement date; and

(c) land for which there is a computer register that becomes RFR land after the settlement date.

(2) The chief executive must issue a certificate as soon as is reasonably practicable—

(a) after the settlement date, for RFR land for which there is a computer register on the settlement date; or

(b) after receiving a notice under **section 127** that a computer register has been created for the RFR land or that the land has become RFR land, for any other land.

(3) Each certificate must state that it is issued under this section.

(4) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.

(5) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, record on each computer register for the RFR land identified in the certificate that the land is—

(a) RFR land, as defined in **section 109**; and

(b) subject to this subpart (which restricts disposal, including leasing, of the land).

132 Removal of notifications when land to be transferred or vested

(1) The chief executive of LINZ must, before registration of the transfer or vesting of land described in a notice received under **section 129**, issue to the Registrar-General a certificate that includes—

(a) the legal description of the land; and

(b) the reference for the computer register for the land; and

(c) the details of the transfer or vesting of the land; and

(d) a statement that the certificate is issued under this section.

(2) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.

(3) If the Registrar-General receives a certificate issued under this section, he or she must, immediately before registering the transfer or vesting described in the certificate, remove from the computer register identified in the certificate any notification recorded under **section 131** for the land described in the certificate.

133 Removal of notifications when RFR period ends

(1) The chief executive of LINZ must, as soon as is reasonably practicable after the RFR period ends in respect of any RFR land, issue to the Registrar-General a certificate that includes—

(a) the reference for each computer register for that RFR land that still has a notification recorded under **section 131**; and

(b) a statement that the certificate is issued under this section.

(2) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.

(3) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, remove any notification recorded under **section 131** from any computer register identified in the certificate.

General provisions applying to right of first refusal

134 Waiver and variation

(1) The trustees may, by notice to an RFR landowner, waive any or all of the rights the trustees have in relation to the landowner under this subpart.

(2) The trustees and an RFR landowner may agree in writing to vary or waive any of the rights each has in relation to the other under this subpart.

(3) A waiver or an agreement under this section is on the terms, and applies for the period, specified in it.

135 Disposal of Crown bodies not affected

This subpart does not limit the ability of the Crown, or a Crown body, to sell or dispose of a Crown body.

136 Assignment of rights and obligations under this subpart

(1) **Subsection (3)** applies if the RFR holder—

(a) assigns the RFR holder's rights and obligations under this subpart to 1 or more persons in accordance with the RFR holder's constitutional document; and

(b) has given the notices required by **subsection (2)**.

(2) The RFR holder must give notices to each RFR landowner that—

(a) state that the RFR holder's rights and obligations under this subpart are being assigned under this section; and

(b) specify the date of the assignment; and

(c) specify the names of the assignees and, if they are the trustees of a trust, the name of the trust; and

(d) specify the street address, postal address, and fax number or electronic address for notices to the assignees.

(3) This subpart and **Schedule 3** apply to the assignees (instead of to the RFR holder) as if the assignees were the trustees, with any necessary modifications.

(4) In this section,—

constitutional document means the trust deed or other instrument adopted for the governance of the RFR holder

RFR holder means the 1 or more persons who have the rights and obligations of the trustees under this subpart, because—

(a) they are the trustees; or

(b) they have previously been assigned those rights and obligations under this section.

Schedule 1
Statutory areas

s 31

Statutory area	Location
Fitzroy Bay Landing Recreation Reserve	As shown on OTS-126-01
Fitzroy Local Purpose Public Utility Reserve	As shown on OTS-126-01
Hirakimatā area (part Aotea Conservation Park)	As shown on OTS-126-02
Komahunga area (part Aotea Conservation Park and part Harataonga Recreation Reserve)	As shown on OTS-126-03
Koroiti area (part Aotea Conservation Park and part Harataonga Recreation Reserve)	As shown on OTS-126-04
Kotuku Point Scenic Reserve	As shown on OTS-126-05
Medlands Wildlife Management Reserve	As shown on OTS-126-06
Okupe area (part Aotea Conservation Park)	As shown on OTS-126-07
Omahungaiti Bay Marginal Strip	As shown on OTS-126-03
Onepoto Historic Reserve	As shown on OTS-126-08
Oruawharo Creek Government Purpose Reserve	As shown on OTS-126-09
Oruawharo Creek Recreation Reserve	As shown on OTS-126-09
Oruawharo Marginal Strip	As shown on OTS-126-09
Overtons Beach Marginal Strip	As shown on OTS-126-04
Poutekorua area (part Aotea Conservation Park and part Tryphena Scenic Reserve)	As shown on OTS-126-10
Rangitāwhiri tuturu area (part Aotea Conservation Park and part Tryphena Scenic Reserve)	As shown on OTS-126-10
Ruahine area	As shown on OTS-126-11
Sandy Bay Marginal Strip	As shown on OTS-126-10
S.S. Wairarapa Graves (Tapuwai Point) Historic Reserve	As shown on OTS-126-12
Te Atamira Scenic Reserve	As shown on OTS-126-10
Te Paparahi area (part Aotea Conservation Park)	As shown on OTS-126-08
Wairahi area (Wairaki Forest Sanctuary and part Aotea Conservation Park)	As shown on OTS-126-13
Whakatautuna Point Marginal Strip	As shown on OTS-126-04
Whangapoua area (part Aotea Conservation Park and part Okiwi Recreation Reserve)	As shown on OTS-126-12

Schedule 2
Cultural redress properties

ss 47, 70, 71

Properties vested in fee simple

Name of property	Description	Interests
Akapoua property	*North Auckland Land District—Auckland Council* 0.4 hectares, approximately, being Part Section 9 SO 477347. Part *Gazette* 2015-ln3074. 0.3 hectares, approximately, being Part Section 13 SO 478464. Part *Gazette* 2015-ln2067. Subject to survey. As shown on OTS-126-30.	Subject to the easement for a right to convey water and a right to convey electricity referred to in **section 48(3)**.
Kaitoke Land site A	*North Auckland Land District—Auckland Council* 2.0 hectares, approximately, being Part Crown Land SO 66796. Part *Gazette* notice C996886.1. Subject to survey. As shown on OTS-126-32.	
Kaitoke Land site B	*North Auckland Land District—Auckland Council* 2.0 hectares, approximately, being Part Crown Land SO 66796. Part *Gazette* notice C996886.1. Subject to survey. As shown on OTS-126-32.	
35 Mulberry Grove Road	*North Auckland Land District—Auckland Council* 0.0862 hectares, more or less, being Lot 6 DP 65618. All computer freehold register 617805.	
37 Mulberry Grove Road	*North Auckland Land District—Auckland Council* 3.9829 hectares, more or less, being Section 1 SO 467040. All computer freehold register 665473.	
39 Mulberry Grove Road	*North Auckland Land District—Auckland Council* 0.0847 hectares, more or less, being Lot 7 DP 65618. All computer freehold register 617806.	

Name of property	Description	Interests
41 Mulberry Grove Road	*North Auckland Land District—Auckland Council* 0.0807 hectares, more or less, being Lot 8 DP 65618. All computer freehold register 617804.	
5 Pohutukawa Place	*North Auckland Land District—Auckland Council* 0.0825 hectares, more or less, being Lot 22 DP 64350. All computer freehold register 563832.	
Waipareira site A	*North Auckland Land District—Auckland Council* 2.35 hectares, approximately, being Part Allotment 255 Parish of Aotea. Part computer freehold register NA93D/667. Subject to survey. As shown on OTS-126-45.	
Waipareira site B	*North Auckland Land District—Auckland Council* 4.7 hectares, approximately, being Part Sections 1, 2, and 3 SO 69030. Part computer freehold registers NA118B/994, NA118B/995, and NA118B/996. Subject to survey. As shown on OTS-126-45.	

Properties vested in fee simple to be administered as reserves

Name of property	Description	Interests
Awana Bay property	*North Auckland Land District—Auckland Council* 9.8 hectares, approximately, being Part Lot 8 DP 22180. Part computer freehold register NA611/105. Subject to survey. As shown on OTS-126-35.	Subject to being a historic reserve, as referred to in **section 58(3)(a)**.
Harataonga property	*North Auckland Land District—Auckland Council* 8.0 hectares, approximately, being Part Allotment 1 Parish of Harataonga. Part computer freehold register NA38A/1114. 4.0 hectares, approximately, being Part Allotment 24 Parish of Harataonga. Part computer freehold register NA31D/468.	Subject to being a historic reserve, as referred to in **section 59(3)(a)**. Subject to the right of way easement in gross referred to in **section 59(5)**. Subject to an unregistered guiding permit with concession number AK-33823-GUI to Aotearoa Contractors Limited.

Name of property	Description	Interests
	2.5 hectares, approximately, being Part Crown Land reserved from sale. Subject to survey. As shown on OTS-126-36.	
Hirakimatā property	*North Auckland Land District—Auckland Council* 120.00 hectares, approximately, being Part Section 13 SO 478464 and Part Section 27 SO 477346. Part *Gazette* 2015-ln2067. Subject to survey. As shown on OTS-126-37.	Subject to being a scenic reserve, as referred to in **section 60(3)(a)**. Subject to the right of way easement in gross referred to in **section 60(5)**. Subject to an unregistered trapping permit with Department of Conservation document identifier DOC-2641164 to Great Barrier Island Environmental Trust. Subject to an unregistered guiding permit with concession number AK-33823-GUI to Aotearoa Contractors Limited. Subject to an unregistered guiding permit with concession number AK-31442-GUI to Bush and Beach 2013 Limited.
Kaitoke Estuary property	*North Auckland Land District—Auckland Council* 13.5 hectares, approximately, being Part Crown Land SO 66796. Part *Gazette* notice C996886.1. Subject to survey. As shown on OTS-126-38.	Subject to being a historic reserve, as referred to in **section 62(3)(a)**. Subject to an unregistered guiding permit with concession number AK-33823-GUI to Aotearoa Contractors Limited. Subject to an unregistered permit to catch, mark, and visually observe wildlife with permit number 43109-FAU to Barry Manuela.
Matarehu property	*North Auckland Land District—Auckland Council* 2.0 hectares, approximately, being Part Allotment 247 Parish of Aotea. Part *Gazette* 2015-ln2067. 0.5 hectares, approximately, being Part Crown Land reserved from sale SO 44247. Subject to survey. As shown on OTS-126-39.	Subject to being a historic reserve, as referred to in **section 63(3)(a)**. Subject to an unregistered guiding permit with concession number AK-33823-GUI to Aotearoa Contractors Limited.
Rakitū Island property	*North Auckland Land District—Auckland Council* 12.0 hectares, approximately, being Part Rakitu Block. Part *Gazette* notice C666293.2. Subject to survey.	Subject to being a scenic reserve, as referred to in **section 64(3)(a)**. Subject to an unregistered permit to catch, mark, and visually observe wildlife with permit

Name of property	Description	Interests
	As shown on OTS-126-40.	number 43109-FAU to Barry Manuela.

Properties vested in fee simple subject to conservation covenant

Name of property	Description	Interests
Maraenui property	*North Auckland Land District—Auckland Council* 1.0 hectare, approximately, being Part Section 2 SO 440008. Part computer interest register 634345. Subject to survey. As shown on OTS-126-41.	Subject to the conservation covenant referred to in **section 65(4)**.
Nga Pua o Mataahu property	*North Auckland Land District—Auckland Council* 0.24 hectares, approximately, being Part Section 2 SO 440008. Part computer interest register 634345. Subject to survey. As shown on OTS-126-41.	Subject to the conservation covenant referred to in **section 66(4)**.
Ōkiwi property	*North Auckland Land District—Auckland Council* 50.0 hectares, approximately, being Part Section 2 SO 64302 and Part Sections 4, 5, and 7 SO 64304. Part transfer C394639.1. 7.0 hectares, approximately, being Part Section 3 SO 477346. Part *Gazette* 2015-ln2067. 0.5 hectares, approximately, being Part Section 6 SO 477347. Part *Gazette* 2015-ln3074. Subject to survey. As shown on OTS-126-42.	Subject to the conservation covenant referred to in **section 67(5)**. Subject to an unregistered grazing licence with concession number AK-31355-GRA to Scott and Isabel Mabey. Subject to an unregistered licence with concession number 38785-OTH to Okiwi Apiaries Limited.
Rangitāwhiri property	*North Auckland Land District—Auckland Council* 22.6624 hectares, more or less, being Allotment NE15 Parish of Aotea. Part *Gazette* 2015-ln2067.	Subject to the conservation covenant referred to in **section 69(3)**. Subject to an unregistered guiding permit with concession number AK-33823-GUI to Aotearoa Contractors Limited. Subject to an unregistered permit to catch, mark, and visually observe wildlife with permit number 43109-FAU to Barry Manuela.

Schedule 3
Notices in relation to RFR land

ss 108, 130, 136(3)

1 Requirements for giving notice

A notice by or to an RFR landowner or the trustees under **Part 3** must be—

(a) in writing and signed by—

(i) the person giving it; or

(ii) at least 2 of the trustees, for a notice given by the trustees; and

(b) addressed to the recipient at the street address, postal address, fax number, or electronic address,—

(i) for a notice to the trustees, specified for the trustees in accordance with the deed of settlement, or in a later notice given by the trustees to the RFR landowner, or identified by the RFR landowner as the current address, fax number, or electronic address of the trustees; or

(ii) for a notice to an RFR landowner, specified by the RFR landowner in an offer made under **section 111**, or in a later notice given to the trustees, or identified by the trustees as the current address, fax number, or electronic address of the RFR landowner; and

(c) for a notice given under **section 127 or 129**, addressed to the chief executive of LINZ at the Wellington office of LINZ; and

(d) given by—

(i) delivering it by hand to the recipient's street address; or

(ii) posting it to the recipient's postal address; or

(iii) faxing it to the recipient's fax number; or

(iv) sending it by electronic means such as email.

2 Use of electronic transmission

Despite **clause 1**, a notice given in accordance with **clause 1(a)** may be given by electronic means as long as the notice is given with an electronic signature that satisfies section 22(1)(a) and (b) of the Electronic Transactions Act 2002.

3 Time when notice received

(1) A notice is to be treated as having been received—

(a) at the time of delivery, if delivered by hand; or

(b) on the fourth day after posting, if posted; or

(c) at the time of transmission, if faxed or sent by other electronic means.

(2) However, a notice is to be treated as having been received on the next working day if, under **subclause (1)**, it would be treated as having been received—

(a) after 5 pm on a working day; or

(b) on a day that is not a working day.