

THE TRUSTEES OF TE KŌPERE O TE IWĪ O HINEURU TRUST

and

THE CROWN

**DEED TO AMEND
HINEURU DEED OF SETTLEMENT**

DEED TO AMEND HINEURU DEED OF SETTLEMENT

THIS DEED is made on the *17th* day of *June* 2016

BETWEEN

HINEURU

AND

TE KŌPERE O TE IWI O HINEURU TRUST

AND

THE CROWN

1. BACKGROUND

- A. Hineuru, the trustees of Te Kōpere O Te Iwi O Hineuru Trust (the “**trustees**”) and the Crown are parties to:
- (a) a Deed of Settlement dated 2 April 2015; and
 - (b) a Deed to Amend the Deed of Settlement dated 11 June 2015;
- (together the “**Deed of Settlement**”).
- B. The trustees and the Crown wish to enter this deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 5.1 of the General Matters Schedule to the Deed of Settlement.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

- 1.1 This deed takes effect when it is properly executed by the parties.

AMENDMENTS TO THE DEED OF SETTLEMENT

- 1.2 The Deed of Settlement:

- 1.2.1 is amended by making the amendments set out in Schedule 1 to this deed; but
- 1.2.2 remains unchanged except to the extent provided by this deed.

DEFINITIONS AND INTERPRETATION

- 1.3 Unless the context otherwise requires:

- 1.3.1 terms or expressions defined in the Deed of Settlement have the same meanings in this deed; and
- 1.3.2 the rules of interpretation in the Deed of Settlement apply (with all appropriate changes) to this deed.

COUNTERPARTS

- 1.4 This deed may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or same counterpart.

DEED TO AMEND HINEURU DEED OF SETTLEMENT

SIGNED as a Deed on 17th day of June 2016

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

Christopher Finlayson

Honourable Christopher Finlayson

Fern Woodridge Hyett

Signature of Witness

FERN WOODRIDGE HYETT

Witness Name

PRIVATE SECRETARY (TREATY)

Occupation

WELLINGTON

Address

SIGNED by the trustees of the TE KŌPERE O TE IWĪ O HINEURU TRUST

SIGNED by TIROHIA BRIDGER
as trustee, in the presence of:

) *Tirohia Bridger*

Tirohia Bridger

Ivy Kahu

Signature of Witness

Ivy Kahu

Witness Name

wife

Occupation

Te Haroto

Address

SIGNED by KARAUNA BROWN
as trustee, in the presence of:

) *K. A. Brown*

Karauna Brown

Ivy Kahu

Signature of Witness

Ivy Kahu

Witness Name

wife

Occupation

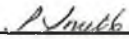
Te Haroto

Address

DEED TO AMEND HINEURU DEED OF SETTLEMENT

SIGNED by RENATA BUSH
as trustee, in the presence of:

) 
Renata Bush

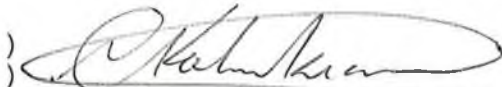

Signature of Witness


Ivy Kahukiwa Smith
Witness Name

wife
Occupation

Te Harata
Address

SIGNED by TUHUIAO KAHUKIWA
as trustee, in the presence of:

) 
Tuhiao Kahukiwa


Signature of Witness

Ivy Kahukiwa Smith
Witness Name

wife
Occupation

Te Harata
Address

SIGNED by IVY KAHUKIWA-SMITH
as trustee, in the presence of:

) 
Ivy Kahukiwa-Smith


Signature of Witness

Witness Name
Tai Tawhai

Retired.
Occupation

Address
Auckland

DEED TO AMEND HINEURU DEED OF SETTLEMENT

SIGNED by TE REO SPOONER
as trustee, in the presence of:

) Te Reo Spooner
Te Reo Spooner

J Smith

Signature of Witness

Wg Kahukura Smith

Witness Name

wife

Occupation

Te Haroto

Address

SIGNED by TOI TAWHAI
as trustee, in the presence of:

) Toi Tawhai
Toi Tawhai

J Smith

Signature of Witness

Wg Kahukura Smith

Witness Name

wife

Occupation

Te Haroto

Address

SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current part and reference	Amendment
Clause 6.9	Clause 6.9 is deleted and replaced with the following: 'The trustees may, for one year after the settlement date, in relation to the deferred selection property, give the Crown a written notice of interest in accordance with part 5 of the property redress schedule'.

General Matters Schedule

Current part and reference	Amendment
Paragraph 6.1	The definition of " deferred selection period " is deleted

Documents Schedule

Current part and reference	Amendment
Part 11	The " EASEMENT IN RELATION TO WAIPUNGA FALLS PROPERTY " easement instrument is deleted and replaced with the easement instrument attached at schedule 2.

SCHEDULE 2

EASEMENT INSTRUMENT IN RELATION TO WAIPUNGA FALLS PROPERTY

11 EASEMENT IN RELATION TO WAIPUNGA FALLS PROPERTY

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

Hawke's Bay

Grantor

underlined

Surname must be

Her Majesty the Queen acting by and through the Minister of Conservation

Grantee

underlined

Surname must be

[insert names of the trustees of Te Kōpere o te iwi o Hineuru Trust]

Grant of easement

Pursuant to sections [76(5) and (6)] of the Hineuru Claims Settlement Act [2016], the Grantor, being the registered proprietor of the servient tenements set out in Schedule A, grants to the Grantee in perpetuity the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule B

Dated this

day of

20

ATTESTATION:

Signed on behalf of Her Majesty the Queen by

acting under a delegation from the Minister of Conservation

Signed in my presence by the Grantor:

Signature of Witness

Witness Name:

Occupation:

Address:

----- Signature of Grantor	
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All signing parties and either their witnesses or solicitors must sign or initial in this box.

Signature of Grantee	Signed in my presence by the Grantee
	<hr/> Signature of Witness Witness Name: Occupation: Address:

Certified correct for the purposes of the Land Transfer Act 1952

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Solicitor for the Grantee

All signing parties and either their witnesses or solicitors must sign or initial in this box.

CK [Signature] [Signature] [Signature]

ANNEXURE SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	Marked "A" on SO 486730 Marked "A" on SO 494715 Marked "B" on SO 494715 The Easement Area	Part Section 5 Block IX Runanga Survey District Crown Land reserved from Sale (Section 58 of the Land Act 1948). SO 47019. Section 2 SO 486730 <i>The Grantor's Land</i>	Section 1 SO 486730

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in Annexure Schedule B.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

C.B. DeRo. JB H. A.

ANNEXURE SCHEDULE B

Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee, its agents, employees, contractors and invitees in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area on foot, by vehicle or by any other means of transport.
- 1.2 The right of way includes—
 - 1.2.1 the right to establish, repair and maintain an access track (“the track”) on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted but may only cut or remove vegetation on obtaining the prior consent of the Grantor; and
 - 1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track.
 - 1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purpose of foot access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor’s use and management of the Grantor’s Land.
- 1.3 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.4 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor
- 1.5 The Grantee may not light any fires or deposit any rubbish or other materials on the Easement Area.

AKB *Sehoo JB* *SS* *SA*

All signing parties and either their witnesses or solicitors must sign or initial in this box.

Easement Instrument	Dated:	Page of pages
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2 General rights

- 2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.
- 2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

3 Repair, maintenance, and costs

- 3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.
- 3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then each of them is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for their use.
- 3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.
- 3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.
- 3.5 The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.

4 Rights of entry

- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —

CRB Lohoo 28 11 A.

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Easement Instrument	Dated:	Page of pages

- 4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools and equipment; and
 - 4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and
 - 4.1.3 leave any equipment on the Grantor's Land for a reasonable time if work is proceeding.
- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
 - 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
 - 4.4 The Grantee must ensure that all work is completed promptly.
 - 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
 - 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

Handwritten signature in blue ink: RAB Lelio 30/11/14

All signing parties and either their witnesses or solicitors must sign or initial in this box.		
Easement Instrument	Dated:	Page of pages

- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

If a dispute in relation to this easement arises between the Grantor and Grantee—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society

All signing parties and either their witnesses or solicitors must sign or initial in this box.

AK *De Koo JB*
B *W* *A.*