

NGĀTI RANGITEAORERE

and

[Governance entity]

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
PROPERTY REDRESS**

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1 DISCLOSURE INFORMATION AND WARRANTY

DISCLOSURE INFORMATION

- 1.1 The Crown has provided information to the governance entity about the cultural redress properties, by:
- 1.1.1 letter from Land Information New Zealand to the Ngāti Rangiteaorere Claims Committee on 25 June 2012; and
 - 1.1.2 letter from the Department of Conservation to the Ngāti Rangiteaorere Claims Committee on 25 June 2012.

WARRANTY

- 1.2 In this deed, unless the context otherwise requires, **disclosure information**, in relation to a cultural redress property, means the information given by the Crown about the property referred to in paragraph 1.1.
- 1.3 The Crown warrants to the governance entity that the Crown has given to the governance entity in its disclosure information about a cultural redress property all material information that, to the best of the land holding agency's knowledge, is in the agency's records about the property (including its encumbrances), at the date of providing that information, –
- 1.3.1 having inspected the agency's records; but
 - 1.3.2 not having made enquiries beyond the agency's records; and
 - 1.3.3 in particular, not having undertaken a physical inspection of the property.

WARRANTY LIMITS

- 1.4 Other than under paragraph 1.3, the Crown does not give any representation or warranty, whether express or implied, and does not accept any responsibility, with respect to –
- 1.4.1 a cultural redress property, including in relation to –
 - (a) its state, condition, fitness for use, occupation, or management; or
 - (b) its compliance with –
 - (i) legislation, including bylaws; or
 - (ii) any enforcement or other notice, requisition, or proceedings; or
 - 1.4.2 the disclosure information about a cultural redress property, including in relation to its completeness or accuracy.

PROPERTY REDRESS

1 DISCLOSURE INFORMATION AND WARRANTY

- 1.5 The Crown has no liability in relation to the state or condition of a cultural redress property, except for any liability arising as a result of a breach of paragraph 1.3.

INSPECTION

- 1.6 In paragraph 1.7, **relevant date** means the date of this deed.

ACKNOWLEDGMENT

- 1.7 Although the Crown is not giving any representation or warranty in relation to a cultural redress property, other than under paragraph 1.3, the governance entity acknowledges that it could, before the relevant date, -

1.7.1 inspect the property and determine its state and condition; and

1.7.2 consider the disclosure information in relation to it.

2 VESTING OF CULTURAL REDRESS PROPERTIES

SAME MANAGEMENT REGIME AND CONDITION

- 2.1 Until the settlement date, the Crown must –
 - 2.1.1 continue to manage and administer each cultural redress property in accordance with its existing practices for the property; and
 - 2.1.2 maintain each cultural redress property in substantially the same condition that it is in at the date of this deed.
- 2.2 Paragraph 2.1 does not –
 - 2.2.1 apply to a cultural redress property that is not managed and administered by the Crown; or
 - 2.2.2 require the Crown to restore or repair a cultural redress property damaged by an event beyond the Crown's control.

ACCESS

- 2.3 The Crown is not required to enable access to a cultural redress property for the governance entity or members of Ngāti Rangiteaorere.

COMPLETION OF REQUIRED DOCUMENTATION

- 2.4 Any documentation, required by the settlement documentation to be signed by the governance entity in relation to the vesting of a cultural redress property, must, on or before the settlement date, be –
 - 2.4.1 provided by the Crown to the governance entity; and
 - 2.4.2 duly signed and returned by the governance entity.

SURVEY AND REGISTRATION

- 2.5 The Crown must arrange, and pay for, –
 - 2.5.1 the preparation, approval, and where applicable the deposit, of a cadastral survey dataset of a cultural redress property to the extent it is required to enable the issue, under the settlement legislation, of a computer freehold register for the property; and
 - 2.5.2 the registration of any document required in relation to the vesting under the settlement legislation of a cultural redress property in the governance entity.

PROPERTY REDRESS

3 NOTICE IN RELATION TO CULTURAL REDRESS PROPERTIES

3.1 If this schedule requires the governance entity to give notice to the Crown in relation to or in connection with a cultural redress property, the governance entity must give the notice in accordance with part 4 of the general matters schedule, except the notice must be addressed to the land holding agency for the property at its address or facsimile number provided –

3.1.1 in paragraph 3.2; or

3.1.2 if the land holding agency has given notice to the governance entity of a new address or facsimile number, in the most recent notice of a change of address or facsimile number.

3.2 Until any other address or facsimile number of a land holding agency is given by notice to the governance entity, the address of each land holding agency is as follows for the purposes of giving notice to that agency in accordance with this part.

Land holding agency	Address and facsimile number
Department of Conservation	Conservation House – Whare Kaupapa Atawhai 18-32 Manners Street PO Box 10420 Wellington Fax: (04) 381 3057
Land Information New Zealand	155 The Terrace PO Box 5501 Wellington 6145 Fax: (04) 472 2244

4 DEFINITIONS

- 4.1 In this schedule, unless the context otherwise requires, **party** means each of the governance entity and the Crown.
- 4.2 In this deed, unless the context otherwise requires, **disclosure information** has the meaning given to it by paragraph 1.2.