

NGA KAIHAUTU O TE ARAWA
EXECUTIVE COUNCIL

and

HER MAJESTY THE QUEEN

in right of New Zealand

**Agreement in Principle
for the Settlement of the Historical Claims of
the Affiliate Te Arawa Iwi/Hapu**

5 September 2005

Negotiations to Date

- 1 On 1 April 2004, the Crown recognised the mandate of Nga Kaihautu o Te Arawa Executive Council (the **Kaihautu Executive Council**) to negotiate, on behalf of the Affiliate Te Arawa Iwi/Hapu, an offer for the settlement of the Historical Claims. On 26 November 2004, the parties entered into Terms of Negotiation (the **Terms of Negotiation**), which set out the scope, objectives and general procedure for negotiations.
- 2 The Affiliate Te Arawa Iwi/Hapu, as defined in paragraph 87, includes Ngati Ngararanui (including Ngati Tamahika and Ngati Tuteaiti), Ngati Pikiāo (excluding Ngati Makino), Ngati Rangiteaorere (including Ngati Tutenui), Ngati Rongomai, Ngati Tahu-Ngati Whaoa, Ngati Tarawhai, Ngati Te Roro o Te Rangi, Ngati Kea Ngati Tuara, Ngati Tura-Ngati Te Ngakau, Ngati Uenukukopako, and Tuhourangi Ngati Wahiao.
- 3 Negotiations have now reached a stage where the parties wish to enter into this Agreement in Principle recording that they are willing to settle the Historical Claims by entering into a Deed of Settlement on the basis set out in this Agreement in Principle.

General

- 4 This Agreement in Principle contains the nature and scope, in principle, of the Crown's offer to settle the Historical Claims.
- 5 The redress offered to the Affiliate Te Arawa Iwi/Hapu to settle the Historical Claims comprises three main components. These are:
 - a Historical Account, Crown Acknowledgements and Crown Apology;
 - b Cultural Redress; and
 - c Financial and Commercial Redress.
- 6 Following the signing of this Agreement in Principle, the parties will work together in good faith to develop, as soon as reasonably practicable, a Deed of Settlement. The Deed of Settlement will include the full details of the redress the Crown is to offer to settle the Historical Claims. The Deed of Settlement will be conditional on the matters set out in paragraph 81 of this Agreement of Principle.
- 7 The Crown and the Kaihautu Executive Council each reserve the right to withdraw from this Agreement in Principle by giving written notice to the other party.
- 8 This Agreement in Principle is entered into on a without prejudice basis. It:
 - a is non-binding and does not create legal relations;

- b is not to be used as evidence in any proceedings before, or presented to, the Courts, the Waitangi Tribunal and any other judicial body or tribunal; and
 - c does not affect the Terms of Negotiations between the Kaihautu Executive Council and the Crown.
- 9 Key terms used in this document are defined in paragraph 87.

Historical Account, Crown Acknowledgements, and Crown Apology

- 10 The Crown Acknowledgements and Apology are the cornerstone of the Crown's settlement offer and, together with the agreed Historical Account, contribute to the Affiliate Te Arawa Iwi/Hapu telling their stories. The Deed of Settlement will contain an agreed Historical Account that outlines the historical relationship between the Crown and the Affiliate Te Arawa Iwi/Hapu.
- 11 On the basis of this Historical Account, the Crown will acknowledge in the Deed of Settlement that certain actions or omissions of the Crown were a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown will then offer an apology to the Affiliate Te Arawa Iwi/Hapu for the acknowledged Crown breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 12 The Crown Acknowledgements and Apology will be developed following the signing of this Agreement in Principle. Those sections of the Historical Account covering nineteenth century issues are set out in **Attachment 2**. The text is likely to be subject to further editing and amendment for content, style, format and tone as the Crown and the Kaihautu Executive Council agree is necessary. Following the signing of this Agreement in Principle, further sections of the Historical Account will be drafted for inclusion in the Deed of Settlement and, in broad terms, will include the following matters:
- a twentieth century Maori land administration;
 - b land development schemes;
 - c Crown and private land purchasing;
 - d land takings for public works;
 - e scenery preservation;
 - f geothermal and tourism; and
 - g forestry.

Cultural Redress

Cultural Redress Overview

- 13 The Cultural Redress package is based on factors such as the nature and extent of claims, the redress sought by the Kaihautu Executive Council and the instruments available to the Crown. Certain cultural redress instruments are designed to recognise the historical and cultural interests of the Affiliate Te Arawa Iwi/Hapu. All items of cultural redress are subject to the following being resolved before a Deed of Settlement is signed:
- a the Crown confirming that any overlapping claim issues in relation to any item of cultural redress, particularly in relation to Overlapping Te Arawa Groups, have been addressed to the satisfaction of the Crown; and
 - b any other conditions set out below relating to specific items of cultural redress.
- 14 The value of the cultural redress is not off-set against the Financial and Commercial Redress Amount.
- 15 Overview maps showing the general location, by region, of all cultural redress sites (including the Cultural Redress Properties) referred to in this section are included in **Attachment 3**. Maps for each site are included in **Attachment 4**.

Protocols

- 16 A protocol is a statement issued by a Minister of the Crown setting out how a particular government agency intends to:
- a exercise its functions, powers and duties in relation to specified matters within its control in the claimant group's protocol area; and
 - b consult and interact with the claimant group on a continuing basis and enable that group to have input into its decision-making processes.
- 17 The Deed of Settlement and the Settlement Legislation will provide for the following Ministers to issue protocols to the Governance Entity:
- a the Minister of Conservation;
 - b the Minister for Arts, Culture and Heritage; and
 - c the Minister of Fisheries.
- 18 Following the signing of this Agreement in Principle, the content of the protocols will be drafted and agreed between the parties for inclusion in the Deed of Settlement. The protocols will be, in substance, on the same terms as those provided in previous Treaty settlements. All protocols will be developed to comply with the applicable legislation. In each case, the protocol areas will be a defined area (to be agreed between the parties) within the Area of Interest, together with adjacent coastal waters, to the extent that adjacent waters are

covered by the applicable legislation. The matters that each of the protocols will cover are set out below.

Conservation Protocol

- 19 The Conservation Protocol may cover matters such as:
- a input into business planning and conservation management at the area office level;
 - b access to, and the use of, cultural materials gathered from public conservation land for traditional purposes;
 - c the management of cultural and historic heritage sites, including wahi tapu and wahi taonga, and other places of historical and cultural significance to the Affiliate Te Arawa Iwi/Hapu on public conservation land;
 - d visitor and public information, in particular, opportunities for input into visitor appreciation;
 - e input by the Governance Entity into the Department's species management work;
 - f co-operation on freshwater fisheries;
 - g consultation on the Department's pest control operations;
 - h co-operation on advocacy under the Resource Management Act 1991, particularly in relation to the protection and restoration of wetlands;
 - i consultation with the Governance Entity on conditions for protection of wahi tapu and taonga when considering concession applications;
 - j participation by the Governance Entity in any name changes instituted by the Department;
 - k identification of special projects, and provision of the Department's resources to carry out projects the Department decides to proceed with; and
 - l confidentiality mechanisms for the protection of culturally sensitive information.

Antiquities Protocol

- 20 The Antiquities Protocol will cover matters such as:
- a newly found artifacts;
 - b the export of artifacts; and
 - c the Antiquities Act 1975 and any amendment or substitution thereof.

Fisheries Protocol

- 21 The Fisheries Protocol may cover matters such as:
- a recognition of the interests of the Affiliate Te Arawa Iwi/Hapu in taonga fish species and marine aquatic life;
 - b development of sustainability measures, fisheries regulations and fisheries plans;
 - c management of customary non-commercial fisheries;
 - d research planning;
 - e consultation on the Ministry of Fisheries annual business plan;
 - f consultation on contracting for services; and
 - g consultation, where relevant and appropriate, on employment of staff with non-commercial fisheries responsibilities.

Relationship Agreement with the Ministry for the Environment

- 22 The Deed of Settlement will provide that following Settlement Date, the Ministry for the Environment will meet with the Governance Entity annually, or as otherwise agreed, between the Ministry and the Governance Entity, to discuss the performance of local government in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions of the Resource Management Act 1991 and other resource management issues, within the Area of Interest.

Cultural Redress Properties

- 23 The Deed of Settlement and the Settlement Legislation will provide for the Cultural Redress Properties as set out in Tables 1 and 2 below to be vested, in fee simple estate, in the Governance Entity, subject to the specific conditions and encumbrances noted in the tables and in paragraphs 25 to 27.
- 24 The Affiliate Te Arawa Iwi/Hapu, by region (referred to in Tables 1 and 2 below), are:
- a **East:** Ngati Rangiteaorere, Ngati Tuteniu, Ngati Uenukukopako, Ngati Te Roro o Te Rangi;
 - b **Coast:** Ngati Pikia, Ngati Rongomai, Ngati Tarawhai;
 - c **South:** Tuhourangi Ngati Wahiao, Ngati Tahu-Ngati Whaoa; and
 - d **West:** Ngati Ngararanui, Ngati Tura-Ngati Te Ngakau, Ngati Kea Ngati Tuara.

Table 1 - Maunga

Maunga	Region	Description	Specific conditions or encumbrances (known at the time of the AIP)
Rangitoto Site	East	Up to 50ha around the summit of Rangitoto (within Okataina 12), being part of the Lake Okataina Scenic Reserve, as shown on Map 1	Subject to existing scenic reserve status (refer to paragraph 28) and consultation with the Lake Okataina Scenic Reserve Board Excluding an area around existing radio beacons and providing access to these beacons
Site on Mt Ngongotaha	West	Up to 50ha (within Rotohokahoka D North 6), being part of the Mt Ngongotaha Scenic Reserve, as shown on Map 2	Subject to existing scenic reserve status (refer to paragraph 28) and the Governance Entity agreeing to support the restoration project of the Mount Ngongotaha Restoration Trust
Site on Horohoro Bluff	West	Approx 75ha (all of Section 1 SO 60473) being part of the Horohoro State Forest, as shown on Map 3	Subject to a conservation covenant to maintain conservation values
Site on Paeroa Range	South	Up to 50ha, (within Section 35 Blk V Paeroa SD) and up to 50ha (within Part Section 2 Blk VIII Ngongotaha SD), being part of Te Kopia Scenic Reserve, as shown on Map 4	Subject to existing scenic reserve status (refer to paragraph 28) Excluding an area around existing radio beacons and providing access to these beacons
Moerangi site	South	An area up to 50ha around the summit of Moerangi (within Part Lot 6 DPS 54801), being part of the Whakarewarewa Forest, as shown on Map 5	Subject to a conservation covenant to maintain conservation values and subject to consultation with the Crown Forest Licensee

Table 2 - Specific sites

Site	Region	Description	Specific conditions or encumbrances (known at the time of the AIP)
Lake Rotokawa	East	An area of approx 7.5ha, being the bed of Lake Rotokawa and adjoining Crown land (not including the marginal strip), as shown on Map 6	Subject to a conservation covenant to maintain conservation values Will not confer any rights or obligations in relation to the waters of the lake or the aquatic life in the lake (other than plants attached to the lakebed)
Te Wairoa	Coast	Up to 1ha (within Part Rotoiti 7), being part of the Hinehopu Scenic Reserve, as shown on Map 7	Subject to consultation with Lake Rotoiti Scenic Reserve Board Subject to a conservation covenant to maintain conservation values and continued public access
Pateko Island	Coast	An area of approx 0.2ha, being all of the Pateko Island Scenic Reserve, as shown on Map 8	Subject to consultation with Lake Rotoiti Scenic Reserve Board No marginal strip requirement
Te Koutu Pa	Coast	Up to 2ha (within Part Okataina 3), being part of the Lake Okataina Scenic Reserve, as shown on Map 9	Subject to consultation with Lake Okataina Scenic Reserve Board No marginal strip requirement
Land under Okataina Lodge	Coast	An area of 1.5ha (Section 7 Block XVI Rotoiti Survey District), being part of the Lake Okataina Scenic Reserve, as shown on Map 10	Excludes improvements on the land Subject to existing lease (including renewal clause) and lease revenue to continue to be paid to the Crown during the period of the current lease (2025) but not including any renewal period Subject to consultation with the Lake Okataina Scenic Reserve Board

Site	Region	Description	Specific conditions or encumbrances (known at the time of the AIP)
Land under the Okataina Outdoor Education Centre	Coast	Up to 20ha (within Okataina 12), being part of the Lake Okataina Scenic Reserve, as shown on Map 11	Subject to a conservation covenant to maintain conservation values and consultation with the Lake Okataina Scenic Reserve Board Excludes improvements on the land Subject to existing lease (including renewal clause) and lease revenue to continue to be paid to the Crown during the period of the current lease but not including any renewal period
Lakes Rotongata and Rotoatua	Coast	An area up to approx 0.7ha and 7.5ha respectively, being the beds of the lakes, as shown on Map 12	Subject to a conservation covenant to maintain conservation values and continued public access; and subject to consultation with the Lake Rotoiti Scenic Reserve Board Will not confer any rights or obligations in relation to the waters of the lake or the aquatic life in the lake (other than plants attached to the lakebed)
Te Ariki Site	South	An area of approx 45ha (Sections 1,2, and 3 Block XII Tarawera Survey District, and Sections 1 and 2 SO 354515), being part of the Lake Tarawera Scenic Reserve, as shown on Map 13	50% tenant in common with 50% share held in trust by an Agreed Nominee (Refer paragraph 29) Walkway easement No marginal strip requirement
Punaromia Site	South	Up to 10ha (within Part Section 2 Block VII Tarawera Survey District), being part of the Lake Tarawera Scenic Reserve, as shown on Map 14	Protection of continued public access along lake foreshore Reduction in width of marginal strip

Site	Region	Description	Specific conditions or encumbrances (known at the time of the AIP)
Wai-o-Tapu Site	South	An area of approx 123ha (Sections 7, 9, 12 and 18 and Part Sections 5, 6, 8 and 15 Block VII, Paeroa Survey District), being part of the Wai-o-Tapu Scenic Reserve, as shown on Map 15	Excludes improvements Subject to existing scenic reserve status (refer paragraph 28) and existing lease
Crown land adjacent to Orakei Korako	South	An area of approx 125ha (within Part Sec 6 SO 61109), being part of the Crown land adjacent to the Orakei Korako geothermal area, as shown on Map 16	Subject to a conservation covenant to maintain conservation values and an operating easement in favour of Mighty River Power
Crown land adjacent to Lake Rotomahana	South	An area of approx 1.5ha (being Section 3 SO 354515), as shown on Map 17	Subject to a conservation covenant to maintain conservation values
Kakapiko	South	An area up to 5ha (within Part Lot 6 DPS 54801), being part of the Whakarewarewa Forest, as shown on Map 18	Subject to a conservation covenant to maintain conservation values and subject to consultation with the Crown Forest Licensee
Roto-a-Tamaheke Reserve	South	An area approx 4.3ha (Parts Section 6B Block I Tarawera Survey District), being the Roto-a-Tamaheke Reserve, as shown on Map 19	Subject to an appropriate reserve classification

Conditions for Cultural Redress Properties

25 The vesting of the Cultural Redress Properties is subject to:

- a further identification and survey of sites where appropriate;
- b confirmation that no prior offer back or other third party right, such as those under the Public Works Act 1981, exists in relation to the site and that any other statutory provisions that must be complied with before property can be transferred are able to be complied with;
- c any specific conditions or encumbrances included in the Tables 1 and 2 above;
- d any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the site to be transferred, either existing at the date the Deed of

- Settlement is signed, or which are advised in the disclosure information as requiring to be created;
- e the creation of marginal strips where Part IVA of the Conservation Act 1987 so requires, except as expressly provided;
 - f sections 10 and 11 of the Crown Minerals Act 1991;
 - g any other specific provisions relating to Cultural Redress Properties that are included in a Deed of Settlement; and
 - h the Crown confirming the nature and extent of overlapping claims to the sites, particularly in relation to Overlapping Te Arawa Groups, and being satisfied that these interests have been appropriately safeguarded.
- 26 Unless otherwise specified, the Governance Entity will be responsible for the maintenance of the Cultural Redress Properties, including any future pest control (including flora and fauna), fencing, interpretation material, required biosecurity responses, and removal of refuse if required. The Governance Entity will also become liable for the payment of any rates that become payable after transfer of the Cultural Redress Properties to the Governance Entity.
- 27 Following the signing of this Agreement in Principle, the Crown will prepare disclosure information in relation to each site, and will provide such information to the Kaihautu Executive Council. If any properties are unavailable for transfer for any of the reasons given in paragraph 25 above, the Crown has no obligation to substitute such properties with other properties but, in good faith, will consider alternative redress options.

Future management of specified Cultural Redress Properties

- 28 As noted in Tables 1 and 2 (and in certain paragraphs below), certain Cultural Redress Properties are proposed for transfer subject to the existing reserve status and will require the partition of those areas from the existing reserve. In these instances, the Crown will:
- a enter into an agreement with the Governance Entity that sets out the objectives and processes (including dispute resolution) for collaborative and integrated management of these sites with the surrounding reserves. The form of the agreement will be agreed between the parties and included in the Deed of Settlement for execution on Settlement Date. In respect of lands transferred to the Governance Entity that are currently administered by the Lake Rotoiti and Lake Okataina Scenic Reserves Boards, the Crown will seek the agreement of the relevant board to enter into a similar arrangement with the Governance Entity;
 - b vest those sites in the Governance Entity to hold and administer as a reserve for the purposes of section 19 of the Reserves Act 1977 as if it had been vested in the Governance Entity under section 26 of the Reserves Act 1977; and

- c appoint the Governance Entity as an administering body, as defined in section 2(1) of the Reserves Act 1977, in relation to those sites.

Te Ariki Site: Tenancy in common proposal

29 The Crown acknowledges and recognises the significance of Te Ariki Site (identified in Table 2, as shown on **Map 13**) to Tuhourangi. The Crown also acknowledges that Ngati Rangitihī (an Overlapping Te Arawa Group) has interests in this site. Accordingly, the Crown offers to explore the following proposal with the Kaihauutu Executive Council (in consultation with Ngati Rangitihī):

- a transfer of 50% undivided share in Te Ariki Site to the Governance Entity on Settlement Date;
- b transfer of the remaining 50% undivided share in Te Ariki Site to an appropriate person or entity (the Agreed Nominee) agreed between the Crown and the Kaihauutu Executive Council, creating a tenancy in common with the Governance Entity;
- c the transfer will be subject to:
 - i the specific conditions and encumbrances noted in Table 2, and paragraphs 25-27 above; and
 - ii agreement between the Crown and the Kaihauutu Executive Council on a detailed management agreement in relation to Te Ariki Site to be entered into between the Agreed Nominee and the Governance Entity on Settlement Date;
- d the Agreed Nominee to hold its share in the land in trust for the Crown to use in a future Treaty settlement with Ngati Rangitihī;
- e on settlement date for Ngati Rangitihī, the governance entity for that group will replace the Agreed Nominee as the tenant in common with the Governance Entity; and
- f the Governance Entity agreeing to not apply for partition of their share, unless the Crown does not conclude an unconditional deed of settlement with Ngati Rangitihī within 15 years of Settlement Date for the Affiliate Te Arawa Iwi/Hapu.

Whakarewarewa Thermal Valley

30 The Crown acknowledges and recognises the significance of Whakarewarewa Thermal Springs Reserve (as shown on **Map 20**, marked **A**) to the Affiliate Te Arawa Iwi/Hapu. The Crown also acknowledges that certain Ngati Whakaue hapu (an Overlapping Te Arawa Group) have interests in this site. Accordingly, the Crown offers to explore with the Kaihauutu Executive Council (in consultation with those Ngati Whakaue hapu), for inclusion in the Deed of Settlement, the

vesting of the fee simple estate of this site in the Governance Entity on Settlement Date subject to:

- a an appropriate classification as a reserve to, in particular, protect the geothermal features;
- b the existing lease in perpetuity held by the New Zealand Maori Arts and Crafts Institute (**MACI**) to use and maintain the Whakarewarewa Thermal Springs Reserve;
- c equal apportionment of the lease rental (received by the Crown) and an appropriate division of relevant aspects of the lease (but subject to the offsetting of the existing debt owed by the Whakarewarewa Village to the Crown and resolution of any statutory matters concerning the receipt of rents), between:
 - i the Governance Entity (in respect of the Whakarewarewa Thermal Springs Reserve, shown on **Map 20**, marked **A**); and
 - ii the Crown, (in respect of part of the Arikikapakapa Reserve shown on **Map 20** marked **B**);
- d negotiation with MACI to ensure ongoing efficient management of the lessors' interests arising out of the separation of ownership of the land; and
- e the conditions for Cultural Redress Properties set out in paragraphs 25-27.

Matawhaura and Otari Pa

- 31 The Crown acknowledges and recognises the significance of Matawhaura and Otari Pa (as shown on **Maps 21 and 22** respectively) to Ngati Pikiao. The Crown also acknowledges that Ngati Makino (an Overlapping Te Arawa Group which descends from the ancestor Pikiao) has interests in these sites. Accordingly, it is proposed that these sites be transferred to an entity that is established for the benefit of all groups who descend from Pikiao (the **Pikiao Entity**).
- 32 The proposed vesting of these sites in the Pikiao Entity will not take place until (the earlier of) either:
 - a the settlement of Ngati Makino's historical Treaty claims; or
 - b 15 years from Settlement Date for the Affiliate Te Arawa Iwi/Hapu.
- 33 The proposed vesting is subject to consultation with Ngati Makino, and:
 - a in respect of Matawhaura, the existing reserve classification and consultation with the Lake Rotoiti Scenic Reserve Board;
 - b in respect of Otari Pa, consultation with the Crown Forest Licensee;
 - c the Crown being satisfied that the proposed Pikiao Entity is established and ratified in accordance with the same type of process outlined in paragraph

- 79d below, including consultation with Ngati Makino on the proposed structure; and
- d the conditions for Cultural Redress Properties noted in paragraphs 25 to 27 and (in relation to Matawhaura) paragraph 28.
- 34 The Deed of Settlement and the Settlement Legislation will provide, in favour of the Governance Entity, for:
- a the declaration of an overlay classification in relation to Matawhaura, on the terms outlined in paragraphs 36 to 39 below; and
- b a statutory acknowledgement to be made in relation to Otari Pa, on the terms outlined in paragraphs 41 and 42 below.
- 35 The Deed of Settlement and the Settlement Legislation will provide for the redress in paragraph 34 above to take effect on Settlement Date and to expire on the transfer of the respective site.

Overlay Classification

- 36 The Deed of Settlement and the Settlement Legislation will provide for the declaration of an overlay classification (the name of which is to be advised by the Kaihautu Executive Council prior to the finalisation of the Deed of Settlement) over the following sites:
- a the entire Rainbow Mountain Scenic Reserve, which includes Maunga Kakaramea (as shown on **Map 23**);
- b part of the Lake Tarawera Scenic Reserve on the north-west slope of Mount Tarawera (as shown on **Map 24**); and
- c part of the Mount Ngongotaha Scenic Reserve (as shown on **Map 25**).
- 37 The declaration of an area as an overlay classification provides for the Crown to acknowledge the Affiliate Te Arawa Iwi/Hapu values in relation to that area. It also provides, in relation to that area, for:
- a the Governance Entity and the Crown to agree on protection principles to avoid harm to Affiliate Te Arawa Iwi/Hapu values, or any diminishment of them, and for the Director-General of Conservation to take action in relation to the protection principles; and
- b the New Zealand Conservation Authority and the Bay of Plenty Conservation Board to have regard to the Affiliate Te Arawa Iwi/Hapu values and the protection principles.
- 38 The overlay classification offered to the Kaihautu Executive Council will be, in substance, on the same terms as the overlay classification provided in previous Treaty settlements (except as described in paragraph 39 below).
- 39 In recognition of overlapping claims, the granting of this overlay classification will not prevent the Crown from granting an overlay classification to persons other

than the Affiliate Te Arawa Iwi/Hapu or the Governance Entity with respect to the same area. To this end, the Crown retains the ability to, in consultation with the Governance Entity, amend the protection principles if necessary to take account of a future Treaty settlement with an Overlapping Te Arawa Group.

Statutory Acknowledgements

- 40 The Deed of Settlement and Settlement Legislation will provide for statutory acknowledgments to be made in relation to:
- a the Matahana Ecological Area (as shown on **Map 26**);
 - b the following waterways within the Area of Interest (as shown on **Overview Maps A, B and C**):
 - i part of the Kaituna River;
 - ii part of the Tarawera River;
 - iii part of the Waikato River (Atiamuri Dam to Huka Falls);
 - iv the Waiteti Stream; and
 - v the Ngongotaha Stream; and
 - c the geothermal water and geothermal energy located in the Rotorua Region Geothermal System (as shown on **Map 27**), including the following geothermal fields:
 - i Rotoma (Coast);
 - ii Taheke-Tikitere (Coast);
 - iii Rotorua (South, East and West);
 - iv Horohoro (West);
 - v Waikite-Waiotapu-Waimangu (South);
 - vi Reporoa (South);
 - vii Atiamuri (South);
 - viii Te Kopia (South);
 - ix Orakei Korako (South);
 - x Ohaaki/Broadlands (South);
 - xi Nga Tamariki (South); and
 - xii Rotokawa (South).

- 41 Statutory acknowledgements provide for the Crown to acknowledge a statement by the Affiliate Te Arawa Iwi/Hapu of their cultural, spiritual, historical and traditional association with a particular area. They further provide for:
- a relevant consent authorities, the New Zealand Historic Places Trust and the Environment Court to have regard to the statutory acknowledgments for certain purposes;
 - b relevant consent authorities to forward to the Governance Entity summaries of resource consent applications for activities within, adjacent to, or impacting directly on, the area in relation to which a statutory acknowledgment has been made; and
 - c the Governance Entity and any member of the Affiliate Te Arawa Iwi/Hapu to cite to consent authorities, the New Zealand Historic Places Trust and the Environment Court the statutory acknowledgment as evidence of the association of the Affiliate Te Arawa Iwi/Hapu with the area in relation to which the statutory acknowledgement has been made.
- 42 The statutory acknowledgment provided to the Governance Entity will, in substance, be provided on the same terms to those provided in previous Treaty settlements. In particular, the statutory acknowledgements:
- a will not affect the lawful rights or interests of a person who is not a party to the Deed of Settlement;
 - b in relation to the geothermal water and energy, will not include geothermal water and energy above the ground on land that is not owned by the Crown;
 - c in relation to waterways, will not include:
 - i a part of the bed of the waterway that is not owned by the Crown; or
 - ii land that the waters of the waterway do not cover at its fullest flow without overlapping its banks; or
 - iii an artificial watercourse; or
 - iv a tributary flowing into the waterway; and
 - d will not prevent the Crown from providing a statutory acknowledgment to persons other than the Affiliate Te Arawa Iwi/Hapu or the Governance Entity with respect to the same area.

Deed of Recognition

- 43 The Deed of Settlement and the Settlement Legislation will provide for the Crown and the Governance Entity to enter into a Deed of Recognition in relation to the Matahana Ecological Area (as shown on **Map 26**).
- 44 Deeds of Recognition provide for the Governance Entity to be consulted on matters specified in the Deed of Recognition, and regard had to its views. A

Deed of Recognition provided to Affiliate Te Arawa Iwi/Hapu will, in substance, be provided on similar terms to those provided in previous Treaty settlements (and will not prevent the Crown from entering into a Deed of Recognition with persons other than Affiliate Te Arawa Iwi/Hapu or the Governance Entity with respect to the same area).

Whakarewarewa Forest

- 45 The Crown acknowledges and recognises the significance of those parts of the Whakarewarewa Forest subject to the '*Tokorang*' and '*Whaka*' Crown Forestry Licences (the **Area**, as shown on **Map 28**) to the Affiliate Te Arawa Iwi/Hapu. The Crown also acknowledges that certain Ngati Whakaue hapu (an Overlapping Te Arawa Group) have interests in this area. Accordingly, it is proposed that the Deed of Settlement and Settlement Legislation will provide for:
- a a Statutory Acknowledgement to be made in favour of the Governance Entity in relation to part of the Area known as the Lake Rotokakahi/Lake Tikitapu Covenant Areas (as shown **marked A** on **Map 28**) on the terms outlined in paragraphs 41 and 42; and
 - b protective covenants (or public access easements) over the Area to facilitate public access and recreation (either by variation to the existing, or the creation of new, protective covenants or public access easements).
- 46 The proposal outlined in paragraph 45b above is subject to consultation with:
- a the Crown Forest Licensees; and
 - b certain Ngati Whakaue hapu (an Overlapping Te Arawa Group).
- 47 The Affiliate Te Arawa Iwi/Hapu wish to record their support for the continuation of any protective covenant or public access easement placed over the Area (as provided for in paragraph 45b above) including if it is reviewed under the Crown Forest Assets Act 1989.

Place Name Change

- 48 The Crown and the Kaihautu Executive Council will discuss, for inclusion in the Deed of Settlement, changing the name of Whakapoungakau peak within the Whakapoungakau Range to Rangitoto in accordance with the functions and practices of the New Zealand Geographic Board Nga Pou Taunaha o Aotearoa.

Promotion of Relationship with the Rotorua District Council

- 49 The Crown will seek the agreement of the Rotorua District Council (the **Council**) to include in the Settlement Legislation a special classification in relation to the following reserves:
- a the Hannah's Bay Recreation Reserve, which includes Otairua Swamp (as shown on **Map 29**);

- b the Waiteti Stream Recreation Reserve, which includes Te Kahupapa and Te Hinahina (as shown on **Map 30**); and
 - c the Recreation Reserve adjacent to Lake Okareka (as shown on **Map 31**).
- 50 These reserves remain under the Reserves Act 1977, which provides for, amongst other things, the Council to provide areas for recreation, enjoyment of the public, and the protection of the natural environment. The purpose of the special classification is to recognise the importance of these sites to the Affiliate Te Arawa Iwi/Hapu. Specifically the special classification will provide for:
- a the Crown to acknowledge Affiliate Te Arawa Iwi/Hapu values in relation to the area;
 - b the Council to inform the Crown and Affiliate Te Arawa Iwi/Hapu of the broader community interests in relation to the area;
 - c the Crown, together with the Council, and the Kaihautu Executive Council to agree on protection principles for inclusion in the Deed of Settlement. The protection principles are to avoid harm to the Affiliate Te Arawa Iwi/Hapu values in relation to the area; and
 - d the Rotorua District Council to have regard to the protection principles when preparing, reviewing or implementing a management plan or when developing general policies for the area.
- 51 The Crown will also seek to discuss options with the Council in relation to the land where the Karamuramu Baths are located.
- 52 The Deed of Settlement will note that the Minister in Charge of Treaty of Waitangi Negotiations will write to the Rotorua District Council in relation to the following matters:
- a encouraging the Council to enter into a memorandum of understanding (or a similar document) with the Governance Entity in relation to the interaction between the Council and the Governance Entity;
 - b in relation to the Hannah's Bay Recreation Reserve, encouraging the Council to:
 - i recognise the traditional association of Ngati Uenukukopako with the land in its administration of the reserve, and explore options for involving Ngati Uenukukopako in the administration of the reserve;
 - ii manage the swamp area for the purposes of mahinga kai;
 - iii support a change to the Rotorua District Plan that would provide for Ngati Uenukukopako to gather cultural materials for traditional purposes without the need for a resource consent;

- iv erect interpretation material agreed with the Governance Entity explaining the traditional association of Ngati Uenukukopako with the site; and
 - v facilitate seeking agreement of Rotorua Airport Limited to relocate plants used for cultural purposes from areas of the swamp owned by the company in the event that the plants are threatened; and
- c in relation to Recreation Reserves administered by the Council south of the Waiteti Stream, Ngongotaha and in relation to the Recreation Reserve administered by the Council adjacent to Lake Okareka:
- i recognise the traditional association of Ngati Ngararanui, Ngati Tura-Ngati Te Ngakau and Tuhourangi Ngati Wahiaoto the land in its administration of the reserve, and explore options for involving Ngati Ngararanui, Ngati Tura-Ngati Te Ngakau, and Tuhourangi Ngati Wahiao in the administration; and
 - ii erect interpretation material agreed with the Governance Entity explaining the traditional association of Ngati Ngararanui, Ngati Tura-Ngati Te Ngakau, and Tuhourangi Ngati Wahiao with the sites.

Promotion of Relationships with the Regional Councils

- 53 The Deed of Settlement will note that the Minister in Charge of Treaty of Waitangi Negotiations will write to Environment Waikato and Environment Bay of Plenty encouraging them to enter into a memorandum of understanding (or a similar document) with the Governance Entity in relation to the interaction between the local authority and the Governance Entity, particularly in relation to the geothermal resource.

Financial and Commercial Redress

Overview

- 54 The Financial and Commercial Redress Amount is \$36 million.
- 55 The Deed of Settlement and the Settlement Legislation will provide for the Crown to transfer to the Governance Entity on Settlement Date:
- a selected Commercial Redress Properties (with the total value of the selected properties not exceeding the Financial and Commercial Redress Amount); and
 - b the Cash Settlement Amount (being the total value of the Financial and Commercial Redress Amount less the Transfer Value of the Commercial Redress Properties).
- 56 The Deed of Settlement will also provide the Governance Entity with a right to deferred purchase of certain Crown assets and properties for six months after Settlement Date, as specified in paragraphs 63 to 68 below.
- 57 Overview maps (C and D) showing the general location of all Crown properties and assets referred to in this section are included in **Attachment 4**.

Commercial Redress Properties

- 58 The Kaihautu Executive Council will have the opportunity to select for transfer to the Governance Entity on Settlement Date, parcels of land from within:
- a the Licensed Crown Forest Land identified in **Attachment 5, Table 1**; and
 - b those parts of the Licensed Crown Forest Land identified in **Attachment 5, Table 2**.
- 59 The Transfer Value for the Commercial Redress Properties will be at a fair market value and determined in accordance with a valuation process in a similar form to that set out in **Attachment 6**. The effective date of valuation will be the date of the Deed of Settlement. The Governance Entity may pay the Transfer Value of a Commercial Redress Property direct to the relevant Crown agency, in which case the Transfer Value will not be deducted from the Cash Settlement Amount.
- 60 If the Kaihautu Executive Council selects for purchase only parts of the parcels of land identified in **Attachment 5**, the exact configuration will need to be agreed by the parties for inclusion in the Deed of Settlement. In establishing those parts of parcels, the Crown will need to take into account whether the balance of the respective parcels will be:
- a devalued by the selection; and
 - b commercially and practically viable for forestry operations.

- 61 Appropriate legal access and other rights required between the parts of the Licensed Crown Forest Land that the Kaihoutu Executive Council chooses to take and the balance of the land will need to be further defined and agreed. In this regard, the transfer of Licensed Crown Forest Land will be subject to:
- a reciprocal easements across such parts of the roading network as are necessary to provide for ongoing legal access for forestry operations; and
 - b provision for access to, and protection of, wahi tapu of other iwi/hapu.
- 62 The Settlement Legislation will provide for the accumulated rentals (held by the Crown Forestry Rental Trust), associated with Licensed Crown Forest Land selected as a Commercial Redress Property, to be paid to the Governance Entity in accordance with the trust deed of the Crown Forestry Rental Trust dated 30 April 1990 (as if the Waitangi Tribunal had made a final recommendation for the return of that land to the Governance Entity). The accumulated rentals are in addition and separate to the Financial and Commercial Redress Amount. For avoidance of doubt, the accumulated rentals associated with Licensed Crown Forest Land selected through the right of deferred selection will not be paid to the Governance Entity.

Right of Deferred Selection over Licensed Crown Forest Land

- 63 The Deed of Settlement will provide the Governance Entity with a right of deferred selection for the period of six months after Settlement Date over any part or all of the Licensed Crown Forest Land identified in **Attachment 5** (that is not selected as a Commercial Redress Property) subject to:
- a the opportunity to exercise the right of deferred selection in respect of these lands being able to be exercised once within the six month period;
 - b the matters identified in paragraphs 60 and 61 (regarding the exact configuration of land and roading and other easements);
 - c the Deed of Settlement specifying those parts of the Licensed Crown Forest Land that are available for selection;
 - d alignment (between that land selected as a Commercial Redress Property and that selected through the right of deferred selection) of the required processes (including surveys, creation of easements and splitting of licenses, where appropriate) to implement the transfer of Licensed Crown Forest Land; and
 - e the associated accumulated rentals (held by the Crown Forestry Rental Trust) not being paid to the Governance Entity.
- 64 The Deed of Settlement will set out the terms and conditions of the right of deferred selection. The Transfer Value for the properties selected under the deferred selection process will be at a fair market value and determined in accordance with a valuation process in a similar form to that set out in **Attachment 6**. The effective date of valuation will be the date of the Deed of Settlement.

65 As provided for in paragraph 79 below, the Settlement Legislation will remove all statutory protections for Affiliate Te Arawa Iwi/Hapu in relation to any Licensed Crown Forest Land within the Area of Interest that is not offered to or transferred to the Governance Entity.

Right of Deferred Selection over other Crown assets

66 The Deed of Settlement will provide the Governance Entity with a right of deferred selection for the period of six months after Settlement Date over the following:

- a any or all of the Leaseback Properties identified in **Attachment 8, Table 1**, subject to agreement between the Kaihautu Executive Council and the relevant Crown agency of the lease terms and conditions;
- b any or all of the Crown Geothermal Assets identified in **Attachment 8, Table 2**, which include:
 - i the physical assets (including wells, wellheads, geothermal pipelines and buildings), and intellectual property, from time to time owned by the Crown; and
 - ii any easements granted in favour of the Crown in respect of any physical assets described in paragraph 66b(i) above; and
- c any or all of the Crown-owned properties identified in **Attachment 8, Table 3**.

67 Any geothermal assets owned by the Crown within the Area of Interest and not selected by the Kaihautu Executive Council may, if the Crown considers appropriate (and after taking into account any overlapping claims), be disposed of by the Crown to a third party.

68 The Deed of Settlement will set out the terms and conditions of the right of deferred selection. The Transfer Value for the properties selected under the deferred selection process will be at a fair market value and determined in accordance with the valuation process outlined in **Attachment 9**. The effective date of valuation will be the date the deferred selection is exercised.

Conditions for Commercial Redress and Deferred Selection Properties

69 The transfer of the Commercial Redress Properties and Deferred Selection Properties will be subject to:

- a the consent of the relevant Crown agency;
- b confirmation that no prior offer back or other third party rights and obligations, such as those under the Public Works Act, exist in relation to the property; and any other statutory provisions which must be complied with before property can be transferred are able to be complied with;

- c any express provisions relating to specified properties that are included in the Deed of Settlement;
 - d standard terms of transfer and specific terms of transfer applicable to the specified property;
 - e any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the property to be transferred, either existing at the date the Deed of Settlement is signed, or which are advised in the disclosure information to be provided to the Kaihautu Executive Council as requiring to be created;
 - f the creation of marginal strips where Part IVA of the Conservation Act 1987 so requires, except as expressly provided;
 - g sections 10 and 11 of the Crown Minerals Act 1991; and
 - h the Crown confirming the nature and extent of overlapping claims to the properties, particularly in relation to Overlapping Te Arawa Groups, and the Crown being satisfied that these interests have been appropriately safeguarded.
- 70 The Crown will confirm whether any properties will be unavailable for transfer to the Governance Entity under paragraph 69b above. The Crown will then prepare disclosure information in relation to each property that is available for transfer to the Governance Entity and will provide such information to the Kaihautu Executive Council. If any properties are unavailable for transfer for the reasons given in paragraph 69b above, the Crown has no obligation to substitute such properties with other properties but, in good faith, will consider alternative redress options.

Other Issues

Claimant Definition

- 71 The Deed of Settlement will specify who is covered by the settlement, that is, whose claims are being settled and therefore who can benefit from the settlement.
- 72 The definition of the Affiliate Te Arawa Iwi/Hapu will include any individual, family, whanau, hapu or group who affiliate to the following groups:
- a Ngati Ngararanui (including Ngati Tamahika and Ngati Tuteaiti);
 - b Ngati Pikiiao (excluding Ngati Makino);
 - c Ngati Rangiteaorere (including Ngati Tutenui);
 - d Ngati Rongomai;
 - e Ngati Tahu-Ngati Whaoa;

- f Ngati Tarawhai;
- g Ngati Te Roro o Te Rangi;
- h Ngati Kea Ngati Tuara;
- i Ngati Tura-Ngati Te Ngakau;
- j Ngati Uenukukopako; and
- k Tuhourangi Ngati Wahiao.

73 The format for the definition of the Affiliate Te Arawa Iwi/Hapu will be discussed in the process of finalising a draft Deed of Settlement and will use a format similar to that used for recent settlements.

Scope of Settlement

74 The Deed of Settlement will settle all the Historical Claims of the Affiliate Te Arawa Iwi/Hapu. "**Historical Claims**" means every claim made by the Affiliate Te Arawa Iwi/Hapu (in accordance with the definition in paragraphs 72 and 73 above) or by a representative entity of the Affiliate Te Arawa Iwi/Hapu:

- wherever the claim occurs, including any claims relating to matters outside the Area of Interest;
- whether or not the claim has arisen or been considered, researched, registered, or notified;
- whenever the claim is made (either before, on, or after Settlement Date):

that:

- a is founded on a right arising from Te Tiriti o Waitangi/the Treaty of Waitangi or the principles of Te Tiriti o Waitangi/the Treaty of Waitangi; under legislation, at common law (including aboriginal title or customary law), from a fiduciary duty, or 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 any legislation; and
- c accordingly includes (without limiting the general wording of paragraphs 74a and 74b):
 - i every claim to the Waitangi Tribunal that relates specifically to the Affiliate Te Arawa Iwi/Hapu, including:
 - Wai 32 (Ngati Rangiteaorere Land claim);
 - Wai 57 (Ngati Tahu Lands claim);
 - Wai 77 (Peka and Rotomahana-Parekarangi 6S claim);
 - Wai 115 (Sewage Rates claim);

- Wai 153 (Whakarewarewa claim);
- Wai 154 (Uenukukopako (Rotokawa Baths) claim);
- Wai 155 (Te Haira Whanau claim);
- Wai 164 (Paengaroa South Geothermal claim);
- Wai 165 (Rotoma Inc and Matawhaura Development Scheme claim);
- Wai 193 (Waitangi No 3 (Soda Springs) claim);
- Wai 194 (Taheke 8C Inc claim);
- Wai 195 (Manupirua Baths claim);
- Wai 196 (Pukaretu Reservation claim);
- Wai 197 (Rotoiti 15 Inc claim);
- Wai 198 (Mourea Paehinahina claim);
- Wai 199 (Ruahina Kuharua Inc claim);
- Wai 204 (Ngati Tuhourangi (Whakarewarewa) Geothermal claim);
- Wai 205 (Ngati Pikiaro (Haumingi 1A1 Trust) Geothermal claim);
- Wai 217 (Waikato River (Atiamuri to Huka) claim);
- Wai 233 (Tarawera Lands claim);
- Wai 252 (Tarewa East 3B10 claim);
- Wai 282 (Whakarewarewa Village (Whakarewarewa No 2 and No 3) claim);
- Wai 288 (Kaingaroa Forest claim);
- Wai 319 (Kaingaroa Forest claim);
- Wai 361 (Whakapoungakau 1B3B claim);
- Wai 363 (Tuhourangi Lands and Waterways claim);
- Wai 391 (Ngati Tura and Ngati Te Ngakau Claims Committee (Rotorua Railway Lands) claim);
- Wai 453 (Whakarewarewa Rugby Community Sports Inc claim);
- Wai 531 (Horohoro State Forest claim);
- Wai 564 (Whakapoungakau 3B1B claim);
- Wai 675 (Lake Okataina and Surrounding Lands claim);
- Wai 749 (Rotoiti Native Township claim);
- Wai 803 (Ohaaki Geothermal Lands and Taonga claim);
- Wai 837 (Ngati Whaoa Rohe claim);
- Wai 839 (Wairakei Block claim);
- Wai 840 (Whirinaki Block claim);
- Wai 911 (Ngati Tahu and Ngati Whaoa Lands and Resources claim);
- Wai 918 (Lake Rotorua and Rotorua Airport claim);
- Wai 936 (Ngati Rangiteaorere Lakes claim);
- Wai 980 (Ngati Tuteniu Thermal Springs claim);
- Wai 1053 (Kaikokopu Block Crown Proclamation claim);

- Wai 1075 (Ngati Uenukukopako Atiamuri and Ohakuri Lands and Lakes claim);
 - Wai 1103 (Te Ariki and Punaromia Land claim);
 - Wai 1194 (Taumanu Land claim);
 - Wai 1199 (Ngati Ngararanui Lands and Waterways claim);
 - Wai 1205 (Ngati Tura and Ngati Te Ngakau Lands and Resources claim);
 - Wai 1209 (Ngati Hinekura Lands and Resources claim);
 - Wai 1210 (Owhata 1XA and Associated Lands claim);
 - Wai 1213 (Ngati Rongomai o Ngati Pikiaro Lands and Resources claim);
 - Wai 1214 (Tauki Takarei and Te Ao Kahira Te Putu Trust claim);
 - Wai 1215 (Ngati Hinekura o Ngati Pikiaro Lands and Resources claim);
 - Wai 1216 (Nga Uri o Tahumatua Lands and Resources claim);
 - Wai 1217 (Ngati Whaoa Rohe claim);
 - Wai 1252 (Ngati Tuteniu Lands and Resources claim); and
- ii all other claims to the Waitangi Tribunal, insofar as they relate to the Affiliate Te Arawa Iwi/Hapu, including:
- Wai 7 (Te Ariki Lands claim);
 - Wai 240 (Te Arawa Lakes claim);
 - Wai 262 (Indigenous Flora and Fauna claim);
 - Wai 268 (Whakarewarewa Geothermal Valley claim);
 - Wai 293 (Horohoro State Forest claim);
 - Wai 296 (Maketu Estuary claim);
 - Wai 317 (Whakarewarewa and Horohoro State Forests claim);
 - Wai 325 (Maketu A Sec 127 (Bledisloe Park) claim);
 - Wai 335 (Pukeroa Oruawhata Geothermal Resource claim);
 - Wai 384 (Ohinemutu Village claim);
 - Wai 459 (Tuhourangi and Ngati Makino claim);
 - Wai 471 (Te Tumu Kaituna Lands claim);
 - Wai 550 (Rotoehu Forest (Ngati Pikiaro) claim);
 - Wai 628 (Tahorakuri No 2 Block claim);
 - Wai 676 (Te Awa o Ngatoroirangi claim);
 - Wai 681 (Deregulation of Broadcasting and Rika Whanau claim);
 - Wai 787 (Atiamuri ki Kaingaroa (Simon) claim);
 - Wai 791 (Volcanic Interior Plateau claim);
 - Wai 929 (Ohau Taupiri Block claim);
 - Wai 1032 (Tahunaroa, Waitahanui and Whakarewa Blocks claim);
 - Wai 1101 (Maketu Peninsula Lands claim);
 - Wai 1141 (Harry and Rangi Hodge Whanau Trust claim);
 - Wai 1195 (Parakiri and Associated Land Blocks claim);

- Wai 1204 (Ngongotaha Maunga claim); and
 - Wai 1212 (Nga Uri o Nga Tokotoru o Manawakotokoto Lands and Resources claim).
- 75 The definition of the Historical Claims in relation to the Affiliate Te Arawa Iwi/Hapu is **not** intended to capture:
- a any claim that an individual or a family, whanau, hapu or group may have as a result of being descended from a tribal group other than the Affiliate Te Arawa Iwi/Hapu, including claims insofar as they relate to the following groups:
 - i Ngati Makino;
 - ii Ngati Rangitahi;
 - iii Ngati Rangiwewehi;
 - iv Tapuika;
 - v Waitaha; and
 - vi certain hapu of Ngati Whakaue (including Ngati Hurunga Te Rangi, Ngati Taeotu, Ngati Te Kahu, Ngati Tunohopu, Ngati Pukaki, Ngati Karenga, Ngati Waoku, Ngati Rautao, Ngati Hika, Ngati Riri and Ngati Te Rangiwaho);
 - b the claims that have been settled by the following:
 - i the Ngati Rangiteaorere Agreement – Wai 32 (1993);
 - ii the Ngati Whakaue Agreement – Wai 94 (1993);
 - iii the Rotoma Agreement – Wai 90 (1996); and
 - iv the Pouakani Deed of Settlement – Wai 33 (1999); and
 - c those claims conditionally settled by the Deed of Settlement dated 18 December 2004 entered into by the Crown and Te Arawa in relation to the Te Arawa Lakes.

Proposed Terms of the Deed of Settlement

Acknowledgements concerning the settlement and its finality

- 76 The Affiliate Te Arawa Iwi/Hapu and the Crown will acknowledge (amongst other things) in the Deed of Settlement that the settlement of the Historical Claims:
- a will prevent any member of the Affiliate Te Arawa Iwi/Hapu (or any representative entity of the Affiliate Te Arawa Iwi/Hapu) from pursuing claims against the Crown (including claims based on Te Tiriti o Waitangi/the Treaty of Waitangi or the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, or on legislation, common law (including aboriginal title

- or customary law), a fiduciary duty or otherwise) if such claims come within the definition of Historical Claims;
- b is intended to enhance the ongoing relationship between the Crown and the Affiliate Te Arawa Iwi/Hapu (both in terms of Te Tiriti o Waitangi/the Treaty of Waitangi and otherwise);
 - c except as expressly provided in the Deed of Settlement, will not limit any rights or powers the Crown or the Affiliate Te Arawa Iwi/Hapu might have arising from Te Tiriti o Waitangi/the Treaty of Waitangi or the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, legislation, common law (including aboriginal title and customary law), fiduciary duty or otherwise;
 - d does not extinguish any aboriginal title, or customary rights, that the Affiliate Te Arawa Iwi/Hapu may have;
 - e does not imply an acknowledgement by the Crown that aboriginal title, or any customary rights, exist; and
 - f is not intended to affect any actions or decisions under:
 - i the deed of settlement between Maori and the Crown dated 23 September 1992 in relation to Maori fishing claims;
 - ii the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;
 - iii the Maori Fisheries Act 2004;
 - iv the Maori Commercial Aquaculture Claims Settlement Act 2004; or
 - v the Fisheries Act 1996.
- 77 The Affiliate Te Arawa Iwi/Hapu will acknowledge and agree (amongst other things) in the Deed of Settlement, and the Settlement Legislation will provide that, with effect from the Settlement Date:
- a the Historical Claims are settled;
 - b the settlement of the Historical Claims is final;
 - c the Crown is released and discharged from any obligations, liabilities and duties in respect of the Historical Claims;
 - d the Crown has acted honourably and reasonably in respect to the settlement;
 - e it is intended that the settlement is for the benefit of the Affiliate Te Arawa Iwi/Hapu and may be for the benefit of particular individuals or any particular iwi, hapu, or group of individuals as is determined appropriate between the Kaihautu Executive Council and the Crown;
 - f the settlement is binding on the Affiliate Te Arawa Iwi/Hapu and the Governance Entity (and any representative entity of the Affiliate Te Arawa Iwi/Hapu);

- g the Courts, the Waitangi Tribunal and any other judicial body or tribunal do not have jurisdiction (including the jurisdiction to inquire into or to make a finding or recommendation) in respect of:
 - i the Historical Claims;
 - ii the Deed of Settlement;
 - iii the redress provided to the Affiliate Te Arawa Iwi/Hapu and the Governance Entity in the settlement; and
 - iv the Settlement Legislation;(except for in respect of the interpretation and enforcement of the Deed of Settlement and the Settlement Legislation); and
- h any proceedings in relation to the Historical Claims being discontinued.

Acknowledgements concerning the settlement and the redress

- 78 The Affiliate Te Arawa Iwi/Hapu and the Crown will acknowledge in the Deed of Settlement that:
- a the settlement represents the result of intensive negotiations conducted in good faith and in the spirit of co-operation and compromise;
 - b the Crown has applied a set of general guidelines during these negotiations to ensure a fair approach to the negotiation of historical Treaty claims while also seeking to treat each claim on its merits;
 - c the Crown seeks to achieve fairness between claims so that similar claims receive a similar level of financial and commercial redress;
 - d the Crown has to set limits on what and how much redress is available to settle historical claims;
 - e land in the public conservation estate is not generally available for use in Treaty settlements apart from individual sites of special cultural significance;
 - f it is not possible to fully compensate the Affiliate Te Arawa Iwi/Hapu for all the loss and prejudice so suffered;
 - g this foregoing of full compensation is intended by the Affiliate Te Arawa Iwi/Hapu to contribute to the development of New Zealand;
 - h the decision of Affiliate Iwi/Hapu in relation to this settlement is a decision that the Affiliate Iwi/Hapu take for themselves alone and it does not purport to affect the position of other tribes; and
 - i taking all matters into consideration (some of which are specified in this clause) the settlement is fair in the circumstances.

Removal of statutory protections and termination of landbanking arrangements

- 79 The Deed of Settlement will provide for the following:
- a the Affiliate Te Arawa Iwi/Hapu acknowledging and agreeing that the Settlement Legislation will provide that the following legislation does not apply to land in a Specified Area (including the Cultural Redress Properties and the Commercial Redress Properties), namely:
 - i Sections 8A-8HJ of the Treaty of Waitangi Act 1975;
 - ii Sections 27A to 27C of the State Owned Enterprises Act 1986;
 - iii Sections 211 to 213 of the Education Act 1989;
 - iv Part III of the Crown Forests Assets Act 1989; and
 - v Part III of the New Zealand Railways Corporation Restructuring Act 1990;
 - b the Affiliate Te Arawa Iwi/Hapu acknowledging and agreeing that Settlement Legislation will provide for the removal of all resumptive memorials from land in the Specified Area;
 - c the Affiliate Te Arawa Iwi/Hapu acknowledging and agreeing to the cessation of landbank arrangements in relation to the Affiliate Te Arawa Iwi/Hapu;
 - d the Affiliate Te Arawa Iwi/Hapu acknowledging and agreeing that neither the Affiliate Te Arawa Iwi/Hapu nor any representative entity of the Affiliate Te Arawa Iwi/Hapu have, from the Settlement Date, the benefit of the legislation referred to in paragraph 79a above in relation to land outside the Specified Area; and that,
 - e accordingly neither the Affiliate Te Arawa Iwi/Hapu nor any representative entity of the Affiliate Te Arawa Iwi/Hapu will object to the removal by legislation of the application of the legislation referred to in paragraph 79a above in relation to any land outside the Specified Area, or to the removal of memorials with respect to such land.
- 80 The Crown will consult with the Kaihautu Executive Council if, prior to signing the Deed of Settlement, land within the Area of Interest is offered for use in a Treaty settlement with other groups.

Conditions

- 81 This Agreement in Principle and/or the Deed of Settlement (as appropriate) will be subject to the following conditions:

Overlapping Interests

- a the Crown confirming that overlapping interests from other tribal groups, including Overlapping Te Arawa Groups, in relation to any part of the

settlement redress have been addressed to the satisfaction of the Crown in respect of that item of redress;

Cabinet agreement

- b Cabinet agreeing to the settlement and the redress to be provided to the Affiliate Te Arawa Iwi/Hapu;

Ratification

- c The Kaihau Executive Council obtaining, before the Deed of Settlement is signed, a mandate from the members of the Affiliate Te Arawa Iwi/Hapu (through a process agreed by the Kaihau Executive Council and the Crown) authorising them to:
 - i enter into the Deed of Settlement on behalf of the Affiliate Te Arawa Iwi/Hapu; and
 - ii in particular, settle the Historical Claims on the terms provided in the Deed of Settlement;

Governance Entity

- d the establishment of an entity (the **Governance Entity**) prior to the introduction of Settlement Legislation that the Crown is satisfied:
 - i is an appropriate entity to which the Crown will provide the settlement redress;
 - ii has been ratified by the members of the Affiliate Te Arawa Iwi/Hapu (through a process agreed by the Kaihau Executive Council and the Crown) as an appropriate entity to receive that redress; and
 - iii has a structure that provides for:
 - A representation of the Affiliate Te Arawa Iwi/Hapu;
 - B transparent decision-making and dispute resolution processes; and
 - C full accountability to the Affiliate Te Arawa Iwi/Hapu; and
 - e the Governance Entity signing a Deed of Covenant to provide for it, among other things, to be bound by the terms of the Deed of Settlement.
- 82 The Kaihau Executive Council and the Crown acknowledge that the nature of the post-settlement governance arrangements has yet to be discussed and that, consistent with paragraph 77e, certain aspects of settlement redress may be for the benefit of particular iwi, hapu or group as is determined appropriate.

Settlement Legislation

- 83 This Agreement in Principle and the Deed of Settlement will be subject to:

- a the passing of Settlement Legislation to give effect to parts of the settlement; and
 - b Affiliate Te Arawa Iwi/Hapu supporting the passage of Settlement Legislation.
- 84 The Crown will not be obliged to propose Settlement Legislation for introduction into the House of Representatives until the Governance Entity has been established and has signed a Deed of Covenant, through which the Governance Entity covenants with the Crown that it is a party to the Deed of Settlement and agrees to be bound by it.

Taxation

- 85 The Deed of Settlement will also include the following taxation matters:
- a subject to obtaining the consent of the Minister of Finance, the Governance Entity will be indemnified by the Crown against income tax and GST arising from the transferring, crediting or payment of Financial and Commercial Redress by the Crown to the Governance Entity;
 - b this indemnity does not extend to any tax liability arising in connection with the acquisition of property by the Governance Entity after Settlement Date, whether it uses its own funds or uses the Financial and Commercial Redress for such acquisition;
 - c again, subject to obtaining the consent of the Minister of Finance, the Governance Entity will also be indemnified by the Crown against income tax, GST and gift duty arising from the transfer of Cultural Redress by the Crown to the Governance Entity; and
 - d neither the Governance Entity nor any other person shall claim a GST input credit or tax deduction in respect of any Cultural Redress or Financial and Commercial Redress provided by the Crown to the Governance Entity.

Interest

- 86 The Deed of Settlement will provide for the Crown to pay the interest on the Financial and Commercial Redress Amount for the period from (and including) the date of the Deed of Settlement to (but excluding) the Settlement Date. Interest will be calculated and provided on the same basis as in recent settlements, i.e. based, among other things, on the average yield on 1 year Treasury Bills, non-compounding, and subject to normal taxation law.

Definitions

87 Key terms used in this document are defined as follows:

Affiliate Te Arawa Iwi/Hapu:

- a means the groups (and individual members of those groups) listed in paragraph 72 who are represented on the Kaihautu Executive Council and whose claims will be settled as a result of the Deed of Settlement; but
- b does not include the Overlapping Te Arawa Groups.

Area of Interest means the area shown in Attachment 1, excluding the Te Arawa Lakes (being Lakes Rotorua, Rotoiti, Rotoehu, Rotoma, Okataina, Tikitapu, Okareka, Tarawera, Rotomahana, Rerewhakaaitu, Okaro (also known as Ngakaro), Ngahewa, Ngapouri (also known as Opouri) and Tutaeinanga, as defined in clause 1.11 of the Deed of Settlement dated 18 December 2004 entered into by the Crown and Te Arawa in relation to the Te Arawa Lakes).

Cash Settlement Amount means the amount determined in accordance with paragraph 55b.

Commercial Redress Properties means those properties referred to in paragraph 58.

Crown means:

- c The Sovereign in right of New Zealand; and
- d includes all Ministers of the Crown and all Departments; but
- e does not include:
 - i an Office of Parliament;
 - ii a Crown Entity; or
 - iii a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

Crown Geothermal Assets means the Crown Geothermal Assets identified in Attachment 8, Table 2.

Cultural Redress Properties means those properties referred to in Tables 1 and 2 in paragraph 23.

Deed of Settlement means the Deed of Settlement to be entered into between the Crown and the Affiliate Te Arawa Iwi/Hapu in accordance with paragraph 6.

Deferred Selection Properties means those properties referred to in paragraphs 63 and 66.

Financial and Commercial Redress means the redress offered for the settlement of the Historical Claims as set out in paragraphs 54-70.

Financial and Commercial Redress Amount means the total dollar value of the financial and commercial redress offered for the settlement of the Historical Claims as set out in paragraph 54.

Governance Entity means an entity as described in paragraph 81d.

Historical Claims has the meaning set out in paragraphs 74 and 75.

Kaihautu Executive Council means Nga Kaihautu o Te Arawa Executive Council, the mandated body recognised to represent the Affiliate Te Arawa Iwi/Hapu in negotiations with the Crown.

Leaseback Properties means those properties referred to in paragraph 66a.

Licensed Crown Forest Land means that land referred to in paragraph 58.

Overlapping Te Arawa Groups means those groups of Te Arawa descent (and individuals of those groups) who are not represented on the Kaihautu Executive Council, including:

- Ngati Makino;
- Ngati Rangitihiki;
- Ngati Rangiwehiki;
- Tapuika;
- Waitaha; and
- certain Ngati Whakauae hapu (including Ngati Hurunga Te Rangi, Ngati Taeotu, Ngati Te Kahu, Ngati Tunohopu, Ngati Pukaki, Ngati Karenga, Ngati Waoku, Ngati Rautao, Ngati Hika, Ngati Riri and Ngati Te Rangiwha).

Settlement Date means the date of the 20th business day following the coming into force of the Settlement Legislation, being the date on which the settlement redress is to be transferred to the Governance Entity.

Settlement Legislation means the Bill or Act, if the Bill is passed, to give effect to the Deed of Settlement.

Specified Area means the area referred to in paragraph 79a, which is yet to be agreed between the parties, but:

- a will include the Cultural and Commercial Redress Properties; and
- b may include other lands if the Crown is satisfied the Affiliate Te Arawa Iwi/Hapu have exclusive customary interests in those lands.

Transfer Value means the amount referred to as such, and determined by, the processes set out in Attachments 6 and 9 as relevant.

SIGNED this 5th day of September 2005

For and on behalf of the Crown:



Hon Mark Burton
Minister in Charge of Treaty of Waitangi Negotiations

WITNESS:



For and on behalf of the Affiliate Te Arawa Iwi/Hapu:

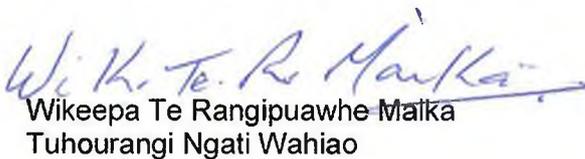


Eru George
Ngati Kea Ngati Tuara
Chairperson

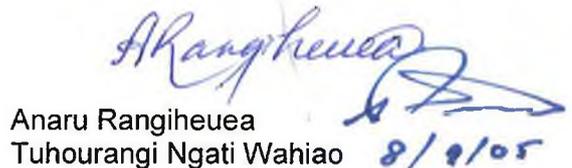
Eva Moke
Ngati Pikiao
Deputy Chairperson



6/10/05

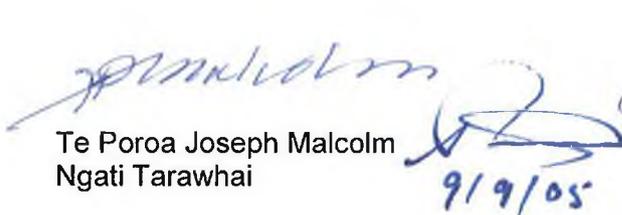


Wikeepa Te Rangipuawhe Maika
Tuhourangi Ngati Wahiao



Anaru Rangiheuea
Tuhourangi Ngati Wahiao

8/9/05



Te Poroa Joseph Malcolm
Ngati Tarawhai

9/9/05



Ruka Hughes
Ngati Rongomai



Te Amotawa Pirika
Ngati Te Roro o Te Rangī



Edwin Mckinnon
Ngati Pīkiao



John Waaka
Tuhourangi Ngati Wahiao



Jim Schuster
Ngati Pīkiao



9/9/05

Mita Pirika
Ngati Tuteniu



9/9/05

Dr Candy Cookson-Cox
Ngati Rangiteaorere



Materoa Peni
Ngati Tura-Ngati Te Ngakau



Wallace Haumaha
Ngati Ngararanui



9/9/05

Fred Cookson
Ngati Uenukukopako



Roger Pīkia
Ngati Tahu-Ngati Whaoa



Rawiri Te Whare
General Manager/Chief Negotiator

WITNESSES:

Nepua Jereema.

Billy Sumara, Gawa
WIKI

John Steeni Houghton matua GSO.

Manene Te Pohauwahi

Dennis Poluter

M. J. Papan
M. Siggelto

M. J. Heringu

Lopsy Pitka.

Binnie Vercoe

Karetaha Purson

Te Aratukuluku Elea Taylor (Fraser)

Katarana Epapara.

Epapara.
L. Pitka.

Cathrine Galvin. Uenukuko paka

Pipitea Manuho Moke

Miupa Jarita McGrath.

Le-Rina Aelina Sullivan-Meads

Caroline Maata.

Tamati Fraser.

Kenna Manu (nee Phillipis)

Rozari

Mele Panapa Tuhourangi,

Penghis-ngati Rongonai.

Tahu Te Kauru.

Riporo.

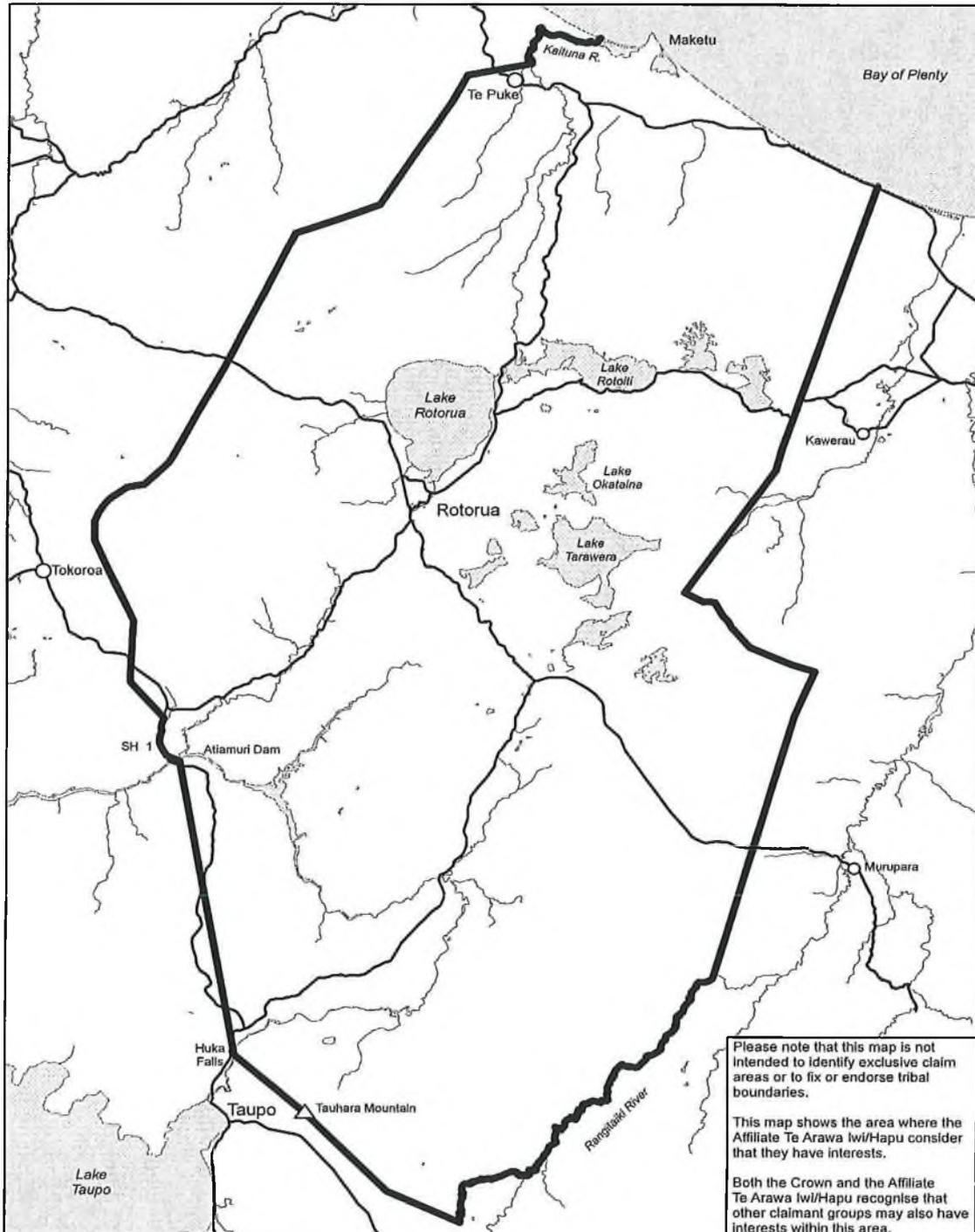
Tekeke Rd.

HAPIMANA KARAWANA Ngati Te Koro. O. Te Rangi

Ngarema Maika - Tuhourangi.

Attachment 1

Area of Interest



Attachment 2

Historical Account

Introduction

1. Nga Kaihautu o Te Arawa Executive Council ("the Kaihautu Executive Council") and the Crown entered negotiations to settle the historical Treaty of Waitangi claims of a confederation of a number of iwi and hapu in November 2004.
2. The iwi and hapu that affiliate to the Kaihautu Executive Council include Ngati Ngararanui (including Ngati Tamahika and Ngati Tuteaiti), Ngati Pikiao (excluding Ngati Makino), Ngati Rangiteaorere (including Ngati Tutenui), Ngati Rongomai, Ngati Tahu-Ngati Whaoa, Ngati Tarawhai, Ngati Te Roro o Te Rangi, Ngati Kea Ngati Tuara, Ngati Tura-Ngati Te Ngakau, Ngati Uenukukopako and Tuhourangi Ngati Wahiao ("the Affiliate Te Arawa Iwi/Hapu").
3. The Affiliate Te Arawa Iwi/Hapu traditionally exercised customary interests within the approximately 1,200,000 acre area from the Bay of Plenty coast to the inland Rotorua lakes, the Mamaku ranges and Kaingaroa forest. Other iwi and hapu also exercised customary interests within this area.
4. Affiliate Te Arawa Iwi/Hapu traditionally operated as quite independent entities, with some coming together for mutual defence and cooperation when confronted by external threats from outside parties or when prompted by common interests. The Affiliate Te Arawa Iwi/Hapu held their land and resources in customary tenure where tribal and hapu collective ownership was paramount.
5. A small number of Pakeha traders and missionaries settled in the Maketu, Rotorua and Tarawera areas in the 1830s. The Affiliate Te Arawa Iwi/Hapu in Maketu and the inland lakes areas were intent on engaging with the new opportunities created by the opening up of trade and commerce between different tribal areas after 1840, and particularly by the growing Auckland market. They purchased coastal vessels to transport their trade goods, including flax, pigs, potatoes and other produce to Auckland. By the 1850s they were constructing mills and producing flour and wheat. A fledgling tourist trade also developed in the 1840s and 1850s. Local Maori acted as guides escorting travellers who passed through the area, attracted by the many hot springs and sights such as the Pink and White Terraces at Tarawera.
6. The first official Crown presence in the area came with the appointment of a Police Magistrate and sub-protector of Aborigines at Maketu in 1842. There was increasing engagement between many Affiliate Te Arawa Iwi/Hapu and the Crown in the 1850s and early 1860s. The Crown stationed a Resident Magistrate at Maketu in 1852, whose main role was mediating disputes between Maori with the assistance of Maori assessors. The Crown also

provided assistance to some Affiliate Te Arawa Iwi/Hapu in this period for the purchase of vessels and mills and in the building of roads.

7. In 1860 the Governor called a conference at Kohimarama, in part to sound out Maori opinion on issues including the Treaty of Waitangi, law and order, and land. Representatives of some Affiliate Te Arawa Iwi/Hapu attended the conference. They expressed their support for the Queen and indicated their interest in engaging with the Crown on issues that affected them. The conference, which lasted almost a month, also canvassed possible means of ascertaining ownership of Maori land. Crown officials suggested that Maori runanga operating under the supervision of a Pakeha official could be established to investigate land disputes. The Crown agreed to reconvene the conference the following year, but the new Governor adopted a different approach.
8. In 1861 the Governor initiated a scheme by which village and district runanga were set up under Pakeha officials. These could propose by-laws to the Governor, which would be enforced by Resident Magistrates and Maori Assessors. It was intended that the district runanga define tribal interests in land, but little came of this plan. Some Affiliate Te Arawa Iwi/Hapu had already established runanga in the late 1850s to assist in the management of their affairs and a number initially supported the Governor's scheme. Village runanga were established at Maketu, Rotoiti and Okataina, Rotorua and Tarawera. The scheme was, however, ultimately unsuccessful at a national level and was discontinued in 1866.
9. From the mid-1860s many Te Arawa fought as allies of the Crown in the New Zealand wars. The conflict put a stop to tourism in the area for a time.
10. From 1866 several private parties began to negotiate with Affiliate Te Arawa Iwi/Hapu over land. The majority of these negotiations were for lease. By the late 1860s, however, few Pakeha had settled within the areas in which the Affiliate Te Arawa Iwi/Hapu had interests, and almost all Te Arawa land remained in customary tenure.

The Native Land Laws

11. By the early 1860s the Crown had legislated a new system of dealing with native land. Under the Native Land Acts of 1862 and 1865 the Crown established the Native Land Court to determine the owners of Maori land "according to Native Custom" and to convert customary title into title derived from the Crown. The Native Land Acts also set aside the Crown's pre-emptive right of land purchase, to give individual Maori named as owners by the Court the same rights as Pakeha to lease and sell their lands to private parties as well as the Crown.
12. The Crown aimed, with these measures, to provide a means by which disputes over the ownership of lands could be settled and to facilitate the opening up of Maori customary lands to colonisation. It was expected that land title reform would eventually lead Maori to abandon the tribal and communal structures of traditional land holdings. Converting customary lands into land held under the British title system would also give Maori landowners the right to vote. However, it was the perceived failure of the pre-emption purchase system that provided the immediate impetus for Parliamentary action in 1862.

13. The Native Land Acts introduced a significant change to the native land tenure system. Customary Te Arawa tenure was able to accommodate multiple and overlapping interests to the same piece of land. The Court was not designed to accommodate the complex and fluid customary land usages of Maori within its processes, because it assigned permanent ownership. In addition, land rights under customary tenure were generally communal but the new land laws gave land rights to individuals. The Crown had generally canvassed views on land issues at the 1860 Kohimarama conference but did not consult with Affiliate Te Arawa Iwi/Hapu on the native land legislation prior to its enactment.
14. Maori had no alternative but to use the Court if they wished to secure legal title to their lands, including securing title against the competing claims of others. A freehold title from the Court was necessary if Maori wanted to sell or legally lease land, or to use it as security to enable development of the land. The Court's investigation of title for land could be initiated with an application in writing by any Maori. The Court did not act on all applications but in some instances surveys or investigations of title proceeded without the support of all of the hapu who claimed interests in the lands. In most cases the land was surveyed and then the Court (which consisted of a Pakeha judge and a Maori assessor or assessors) would hear the claims of the claimants and any counter-claimants. Those the Court determined were owners received a certificate of title.

Introduction of the Native Land Court in the Affiliate Te Arawa Iwi/Hapu Area

15. The Native Land Court started hearing the first substantive claims of land ownership involving Affiliate Te Arawa Iwi/Hapu in October 1867. Court hearings were held at Oruanui, near Taupo, concerning lands claimed by Ngati Tahu-Ngati Whaoa and other Affiliate Te Arawa Iwi/Hapu. Hearings were also started at Maketu to hear the claims of Affiliate Te Arawa Iwi/Hapu and others to land in the heavily contested coastal Bay of Plenty area.
16. The introduction of the Court in these areas in the late 1860s and early 1870s drew a variety of responses from Affiliate Te Arawa Iwi/Hapu. Some engaged with the Court's hearings from the outset, for varying reasons. Ngati Tahu sought to gain secure titles to assist their leasing of land and, later, to secure their lands against potential claims from people from other areas. Some objected to the Court. The Maketu hearings drew protest from those who disputed the Court's rulings on ownership of some blocks and from those in the wider community who wanted to prevent the establishment of the Court in the area. The Court also sat at Ohinemutu, but none of the applications before it were ready to proceed.
17. The Government received a number of complaints from Affiliate Te Arawa Iwi/Hapu about the operation of the Court during this period. In January 1871 Te Pokiha Taranui of Ngati Pikiao told Native Minister Donald McLean that "instead of the Native Land Court being a boon to us, it is a source of trouble and expense". Complaints concerned the cost of Court hearings, expensive survey charges and applications that were initiated without the knowledge or consent of other owners of the lands in question. Some also complained that they had never seen translations of the Native Land Acts and stated, "[t]hat is why we have no knowledge of the arrangements of the

Native Land Court". Many Te Arawa Iwi/Hapu expressed support for the unsuccessful Native Councils Bill of 1872-3 which, among other things, proposed the establishment of Native Councils which would investigate the ownership of Maori land and make recommendations to the Court (which would be binding if all parties agreed).

18. In the case of the Kaingaroa 2 block, at that time calculated at 143,600 acres, the Court awarded title to people of Ngati Tahu-Ngati Whaoa under a provision of the Native Land Act 1865, which allowed only ten people to be appointed owners. Ngati Tahu-Ngati Whaoa later protested that it was wrong that a Crown grant to ten owners "should have effect over the land of all the people, men, women and children, we strongly object to that system". They appealed to have all the owners included on the title for the block, but were unsuccessful.

Crown Purchasing in the 1870s

19. In the early 1870s the Government borrowed heavily to fund an immigration and public works scheme that used a number of means, including the purchase of Maori land, to develop infrastructure and facilitate Pakeha settlement in the North Island. In June 1873 the Crown employed several of the agents working for private parties in the central North Island. They transformed their private negotiations into Crown negotiations.
20. In 1873 the Crown suspended the operation of the Native Land Acts over the Bay of Plenty district, including land in which Affiliate Te Arawa Iwi/Hapu had interests. This was done to avert conflict between rival Te Arawa claimant groups. One Crown land purchase agent later testified that it was also done "to discourage the interference of private individuals with Government negotiations". The suspension of the Native Land Court restricted all purchasing because, aside from the areas where title had already been awarded, ownership of land could not be judicially determined and final land titles could not be issued. Most private purchasers abandoned their negotiations for land. By the time the Court was suspended Affiliate Te Arawa Iwi/Hapu had obtained title to only a few blocks.
21. Crown land purchase agents were instructed to acquire as much land as possible. They reported that from the outset of their negotiations with Te Arawa they sought to secure "every available block of land on behalf of the Government by making preliminary agreements with and paying deposits to sections of the recognised owners". Within a short time they visited a number of Maori settlements and had initiated negotiations for a large area of land.
22. In most cases the Crown opened negotiations for land before the land's ownership had been judicially determined. The Crown agents' strategy of dealing with and paying sections of the "recognised owners" before elucidating the full ownership of the land provoked much ill feeling among Maori who claimed interests in the blocks under negotiation, but were not parties to the preliminary agreements. There were a number of allegations from Te Arawa that Crown agents dealt with individuals apart from the main tribes with interests in the land. In November 1873 Tuhourangi complained that the Crown agents were entering into secret deals with individuals

without the prior knowledge or consent of other owners of the lands. They informed the Crown that "the Maoris are now in an unsettled and disturbed state (noho kino) owing to this system". Even though instructions not to purchase from individuals were given to Crown purchase agents at an early stage, there does appear to have been some negotiations with individuals. In January 1874 the Government advised the Crown purchase agents against purchasing individual interests in land.

23. The Crown aimed to purchase land outright but there was widespread opposition amongst Maori to land sales. The Crown purchase agents reported that they were cautious of raising the issue of sales with Te Arawa and mainly confined their proposals to leasing land. The Crown was also very concerned that private competition would prevent it from acquiring the estate it desired. The Crown's primary purpose in entering lease negotiations was to facilitate its purchase program by shutting out private parties. The Crown leases had inalienation clauses to prevent sale to private parties.
24. The Crown's attempts to lease or purchase land bought a variety of responses from Affiliate Te Arawa Iwi/Hapu. Some entered lease or sale negotiations with the Crown because they wanted to derive an income from their land. In the case of the Tauhara North block, Ngati Tahu later testified that they sold the land, reluctantly, to pay the survey costs which were "increasing year by year" because of interest charges.
25. Those Affiliate Te Arawa Iwi/Hapu who did enter negotiations to lease or sell their land found that the Crown generally tried to acquire land as cheaply as possible. Crown agents reported that they were paying less in their negotiations to lease land than private parties had been offering to lease land before June 1873. In some cases including the Kaikokopu block, the Crown paid a deposit on the land which bound the recipients into negotiations before the total purchase price had been agreed.
26. Aside from initial deposits, the Crown generally did not pay rent on land it negotiated to lease until the title had been determined by the Court. With the Court suspended for much of the period between 1873 and 1877 land ownership could not be determined. Unless they had had informal leases Maori were deprived of the opportunity to receive rental income from their land during the period that it was under negotiation for lease by the Crown.
27. Many Affiliate Te Arawa Iwi/Hapu expressed unhappiness at the Crown's approach to negotiations and Crown purchase agents encountered opposition to their negotiations from some Affiliate Te Arawa Iwi/Hapu from the outset. In 1873 a Tuhourangi tribal komiti (committee), Putaiki, was established, which sought to prevent other tribes and Tuhourangi individuals or hapu from dealing with land independent of the komiti. In 1874 a number of Te Arawa chiefs presented evidence to the Native Affairs Committee of the House of Representatives in which they criticised the Crown's conduct of negotiations. They also objected to the restrictions on sale or lease of land to any party other than to the Crown, while proclaiming their general opposition to selling land. This evidence was presented in support of five petitions, signed by many Te Arawa. The Native Affairs Committee concluded that the petitions deserved considerable weight.

28. By August 1874 the Crown agents had opened, but not completed, a large number of negotiations. Government officials instructed them not to open any new negotiations and the focus shifted to concluding existing negotiations. The following month the Crown effectively reinforced monopoly conditions over its lease negotiations by using a provision in the Immigration and Public Works Act Amendment Act 1874 to prevent private parties from acquiring the lands it was negotiating for.
29. Crown purchase agents were withdrawn from the central North Island at the end of June 1876 primarily due to Crown concerns that their activities were going to provoke civil unrest among Te Arawa. They had not completed any transactions.

Resuming Negotiations

30. The suspension of Crown purchase operations did not last long. The Crown still wanted these lands for settlement, and was determined to acquire land for the value of its previous advances. A number of blocks Affiliate Te Arawa Iwi/Hapu had interests in remained under negotiation for lease or purchase, including Kaikokopu, Tauhara North, Paengaroa, Whakarewa, Paeroa and the lands that later became the Rotomahana Parekarangi block.
31. Most of the transactions could not be completed because ownership of the land had not been determined by the Court. In February 1877, after securing the agreement of Maori with interests in Maketu for the Native Land Court to recommence hearings in that district, the Crown lifted the suspension of the Court. The same year, the Crown enacted the Native Land Amendment Act 1877 which enabled it to partition out the interests it had purchased from individual owners in any block without gaining agreement from the other owners of the land.
32. The Crown was determined to protect its negotiations from interference by private parties. It proclaimed much of the land it had previously paid advances or deposits on to be subject to a provision of the Government Native Land Purchases Act 1877, which made it illegal for private parties to acquire the land.
33. The Crown's initial focus was on the completion of existing negotiations, but few transactions had been completed before 1880. In most cases lease negotiations became purchase negotiations. The Court investigated ownership to the Kaikokopu block in 1878 and awarded title to many more Ngati Pikiao than the Crown had negotiated with, and paid advances to, to lease and purchase the land. Further negotiations had to be undertaken for both the lease and purchase areas. The Crown was reluctant to complete lease negotiations with the 161 people awarded title to the 25,000 acre lease area and by 1883 it had purchased 14,676 acres of that area instead.
34. In 1878 the Crown began to open new negotiations to acquire lands in which Affiliate Te Arawa Iwi/Hapu claimed an interest, including part of Paeroa South, Patetere Rotorua and Kaingaroa 2. Those blocks were also proclaimed under the Government Native Land Purchases Act 1877. In the case of the Kaingaroa 2, block private purchasers had already been negotiating to purchase the block, for more money than the Crown was willing to pay. When the purchase price of £7,000 for the 91,529 acre block had been agreed in 1879 the Crown purchase agent advised that the

interest from private purchasers had forced him to pay several thousand pounds more than he had originally anticipated.

35. A number of Affiliate Te Arawa Iwi/Hapu continued to resist land sales in this period. Some sought to maintain tribal control over land through tribal komiti. The Tuhourangi komiti, Putaiki, remained active and a new tribal komiti, the Komiti Nui, emerged at Rotorua in December 1878. The Komiti Nui was based at Rotorua and involved a number of hapu including Ngati Uenukukopako. Ngati Pikiāo formed a komiti in 1879 and petitioned the Crown for the same powers as the Court to adjudicate over land. One of the objectives of these komiti was to undertake investigations into ownership of certain land blocks which they then aimed to send to the Court for confirmation. The Komiti Nui held hearings into a number of land disputes in 1879 and 1880 but its decisions carried no legal weight and could be overturned when the same blocks were later investigated by the Court. Official reactions to the Komiti Nui varied. Generally, the Crown's reaction to the Komiti Nui was unfavourable, and one Crown purchase agent reported that he sought to "neutralise" its actions.
36. In the early 1880s Ngati Whaoa sought to release the Paeroa East block from lease negotiations with the Crown which had started in the 1870s. Their argument that the Crown should pay rent for the land under negotiation to lease was unsuccessful. Ngati Whaoa raised money to repay the lease deposit and other advances, but this left them in considerable debt and within three years of receiving title they sold almost 49,000 acres of the 70,000 acre block to a private purchaser.
37. By the end of the 1870s the impetus of the Crown purchasing programme had been lost, and priorities for land purchase were being reconsidered. In November 1879 a new Government instructed Crown purchase agents to stop paying money on land that had not passed through the Court. The Crown also decided to try to complete purchase of the good quality land it had under negotiation and scale back negotiations for land that was of little commercial utility. The Crown did not abandon advance payments already made, but tried to recover them in land or money.

Thermal Springs District Act 1881

38. The tourism trade to the thermal and scenic attractions of the Rotomahana and Ohinemutu areas grew throughout the 1870s and 1880s, and the publication of journals and guidebooks by several early visitors increased the popularity of the region. Maori charged tolls, acted as guides, and provided accommodation and travel to visitors.
39. The Crown wanted to acquire the natural wonders of the "hot springs" country to ensure that they would not pass into private hands but rather would be held for the benefit of all. By 1880 the Crown had not managed to lease or purchase any land in this area.
40. In November 1880 the Crown signed the Fenton Agreement with 47 Te Arawa chiefs, including representatives of Ngati Uenukukopako, to facilitate the establishment of a township in Rotorua. Tuhourangi negotiated a separate agreement at the same time whereby they consented to the township proposal subject to the Native Land Court investigating their claims to the land in question. Affiliate Te Arawa Iwi/Hapu believed that

they would derive significant benefits from the further development of Rotorua and the tourism industry.

41. Members of Tuhourangi subsequently obstructed the survey of the township block because it extended further than they had realised. Their objections were resolved and the survey was completed. Members of the Komiti Nui were extensively involved in the negotiations with Fenton and hoped that the Komiti Nui would be allowed a significant role in the process of determining title to Pukeroa Oruawhata, the block on which the township was to be located. The Fenton Agreement did not provide for the Komiti Nui to have a role in defining title, but at the start of the Pukeroa Oruawhata title investigation the Komiti did ask the Court to recognise its standing. The Court could not do so.
42. In September 1881 Parliament passed the Thermal Springs District Act 1881 to enable the implementation of the Fenton Agreement and for related purposes. The Act empowered the Crown to proclaim districts with geothermal resources as subject to the Act, and declared it unlawful for any person "to acquire any estate or interest in Native Land therein" except as permitted. Soon after the Act was passed, the 3,200 acre Pukeroa Oruawhata block was proclaimed a district under the Act.
43. A further proclamation in October 1881 declared an area of over 600,000 acres to be a district. This encompassed a far greater area than was covered by the Fenton Agreement and included land without geothermal features. The Crown does not appear to have consulted Maori regarding the extent of the proclamations. The reactions of Affiliate Te Arawa Iwi/Hapu to the initial proclamation of the district varied. Some sections of Affiliate Te Arawa Iwi/Hapu were opposed to the legislation, or its proclamation over their own lands, describing it in several 1882 petitions as being "in contradiction of the Treaty of Waitangi".
44. This proclamation and several others made under the Act further provided for the creation of a Crown purchasing monopoly over the majority of land in which Affiliate Te Arawa Iwi/Hapu claimed interests, regardless of whether it had previously been brought under negotiation.
45. Following the Fenton Agreement, many blocks in the area were taken before the Ohinemutu Court by Maori claimants, effectively introducing the Court into the inland lakes area.

The Native Land Court in the 1880s

46. In the 1880s the Native Land Court adjudicated over a large number of blocks in which the Affiliate Te Arawa Iwi/Hapu claimed interests, including Rotomahana Parekarangi, Whakapoungakau, Paeroa East, Tahorakuri, Kaingaroa 1 and 2 and Rotorua Patetere Paeroa. The Affiliate Te Arawa Iwi/Hapu were not awarded land in all of the blocks they asserted customary interests in.
47. Attending Court hearings to claim and defend their interests in land was costly for many of the Affiliate Te Arawa Iwi/Hapu. In some cases there were considerable court fees. Some Court hearings could also put pressure on food supplies for Affiliate Te Arawa Iwi/Hapu in attendance. In a few cases they had to travel a considerable distance to Court hearings of blocks

they claimed. Ngati Kea Ngati Tuara had to travel approximately 100 miles to Cambridge for the title investigation of the Tikorangi and Tokoroa blocks. The lengthy hearings for the Kaingaroa blocks were held at Matata, a considerable distance from the Kaingaroa lands and from the kainga of Ngati Tahu-Ngati Whaoa.

48. The complexity of having multiple claims to the same blocks often resulted in long and contentious hearings between 1881 and 1886. The 1882 Rotomahana Parekarangi block hearings, in which many Affiliate Te Arawa Iwi/Hapu claimed interests, were held at Rotorua at the same time that a simultaneous Court was also sitting there to finalise title to the Rotorua township block. As many as 1,500 Maori attended these hearings. Many stayed for the three months it took to hear their claims to the 211,000 acre Rotomahana Parekarangi block, in "wretched tents" providing little shelter from inclement weather. Both the claimants and the counter-claimants to the block appealed the original award and a rehearing was held over five months in 1887. The Court sitting was unusually lengthy because of a high number of counter-claimants. Tuhourangi were awarded a substantial portion of the block and other iwi, including Ngati Kea Ngati Tuara, and Ngati Whaoa were awarded smaller areas.
49. The survey charges incurred in title investigations and partitions continued to be of concern to some Affiliate Te Arawa Iwi/Hapu. Tuhourangi raised the issue of the high cost of surveys and the burden this imposed upon Maori at meetings with the Native Minister in 1885. In some cases Affiliate Te Arawa Iwi/Hapu also found surveys a heavy burden in the 1880s and 1890s. In 1900, for example, Ngati Uenukukopako and other owners of Whakapoungakau gave up 637 acres of the 10,876 acre block to the Crown in extinguishment of a survey lien on their land.
50. In the 1880s the Court investigated title to many of the blocks the Crown had brought under negotiation to lease or purchase in the 1870s. The Crown sought to complete the negotiations or recover the value of its previous advances either in money or land. The Crown paid a number of advances, for example, to people of Ngati Kea Ngati Tuara between 1874 and 1879 for the Rotohokahoka block. The Court did not award title of this block to Ngati Kea Ngati Tuara. The Crown wanted to recover its advances and in 1884 the Ngati Kea Ngati Tuara owners agreed to part with the 7,000 acre Patetere South 1A block to pay their debt to the Crown. This arrangement was subsequently the subject of significant protest from other groups who had interests in the land in question.

Eruption of Mt Tarawera

51. In June 1886 Mt Tarawera erupted, killing 147 Maori and 6 Pakeha. Most of the casualties were suffered when the Tuhourangi settlement of Te Wairoa was buried, and extensive tracts of land and forest were also affected by the ash-fall. The eruption destroyed the Pink and White Terraces, a tourist attraction that provided considerable income for Tuhourangi.
52. Relief donations flowed in from Maori and Pakeha communities throughout the country. In addition the Crown set aside approximately £1,200 for aid to Maori and £2,000 for Pakeha, and assisted with the transportation of relief supplies for Maori. It later decided that any further "money or other

assistance to [Maori] should be made by Govt. in the form of payment for their land or labour". No Government compensation was paid for property losses.

53. Several Maori groups offered land for the resettlement of Tuhourangi survivors in 1886, and the idea of placing them on Crown lands was also considered. In 1889 Tuhourangi requested that the Crown award them land at Maketu and Rotorua as permanent homes. The Crown found approximately 1000 acres at Matata but nothing further happened until 1895, when Tuhourangi requested that 800 acres be allocated to them at Waihi, adjacent to land that had been gifted to them by Ngati Tamatera, and 200 acres be allocated by the sea to provide access to fisheries. Despite Crown efforts to find appropriate land, the requests went unresolved until 1919, when 800 acres was provided at Waihi. Despite frequent petitions and appeals through to the 1960s the Crown never found another 200 acres for Tuhourangi.

The Native Land Court and Crown Purchasing in the 1890s

54. Native Land Court hearings remained a feature of life in Affiliate Te Arawa Iwi/Hapu communities through the 1890s. By this time, Ngati Pikiao were the only Affiliate Te Arawa Iwi/Hapu who still held a considerable amount of land in customary title and in the 1890s the Court investigated the ownership of a number of blocks they claimed, including Paehinahina, Rotoiti, Rotoma-Waipohue and Tautara. In 1895 some Ngati Pikiao were involved in efforts to discourage iwi and hapu from submitting their land to the Courts as part of the national boycott organised by Te Kotahitanga (a Maori Parliament). Court activity ceased in Rotorua and Maketu, but only for a short time. Other Affiliate Te Arawa Iwi/Hapu were involved in hearings to subdivide or partition land and to arrange succession to individual interests.
55. There was a resurgence of Crown purchasing of Affiliate Te Arawa Iwi/Hapu lands in the 1890s. In 1894 the Crown cemented its monopoly by re-imposing Crown pre-emption over all Maori land. The following year the Crown began purchasing the interests of individual owners in the Rotomahana Parekarangi block. By December 1895 the Crown had purchased shares equivalent to 63,119 acres at an average price of 3 shillings per acre and petitioned the Court to have its interests partitioned out of the various subdivisions of the block. The areas the Crown sought to acquire in each of the subdivisions was sometimes challenged by owners as they sought to ensure that their homes and cultivations were not included in the Crown portion. One proposed partition was challenged because a tohunga was buried in the piece claimed by the Crown. The Court supported the Crown's proposed partition and told the challenger to remove the bones. The Crown resumed purchasing land in the Rotomahana Parekarangi block in 1896 and had purchased a further 24,607 acres from Affiliate Te Arawa Iwi/Hapu by 1899.
56. In 1893 the Crown started purchasing individual shares of the Whakarewarewa block. Whakarewarewa was a tourist attraction because of its geothermal resources, including Turikore (the spout bath) and hot springs. Whakarewarewa 2 and part of Whakarewarewa 3 were owned by Ngati Wahiao, who derived income by charging tourists a toll. By December

1895 the Crown had purchased most of Whakarewarewa 3 and met with Ngati Wahiao to discuss the partitioning out of their interests in the block. It was agreed that Ngati Wahiao would retain their village and that "the whole of the attractive part of Whakarewarewa", including the geysers and baths that attracted tourists, would go to the Crown.

57. The Crown suspended the initiation of new purchases in 1897-98 and in 1899 formally barred itself from making new purchases of Maori lands for some time. The Crown had provided few reserves in the lands it had purchased from Affiliate Te Arawa Iwi/Hapu in the 1870s-1890s, and some iwi and hapu had little land remaining by the end of the nineteenth century.

Attachment 3

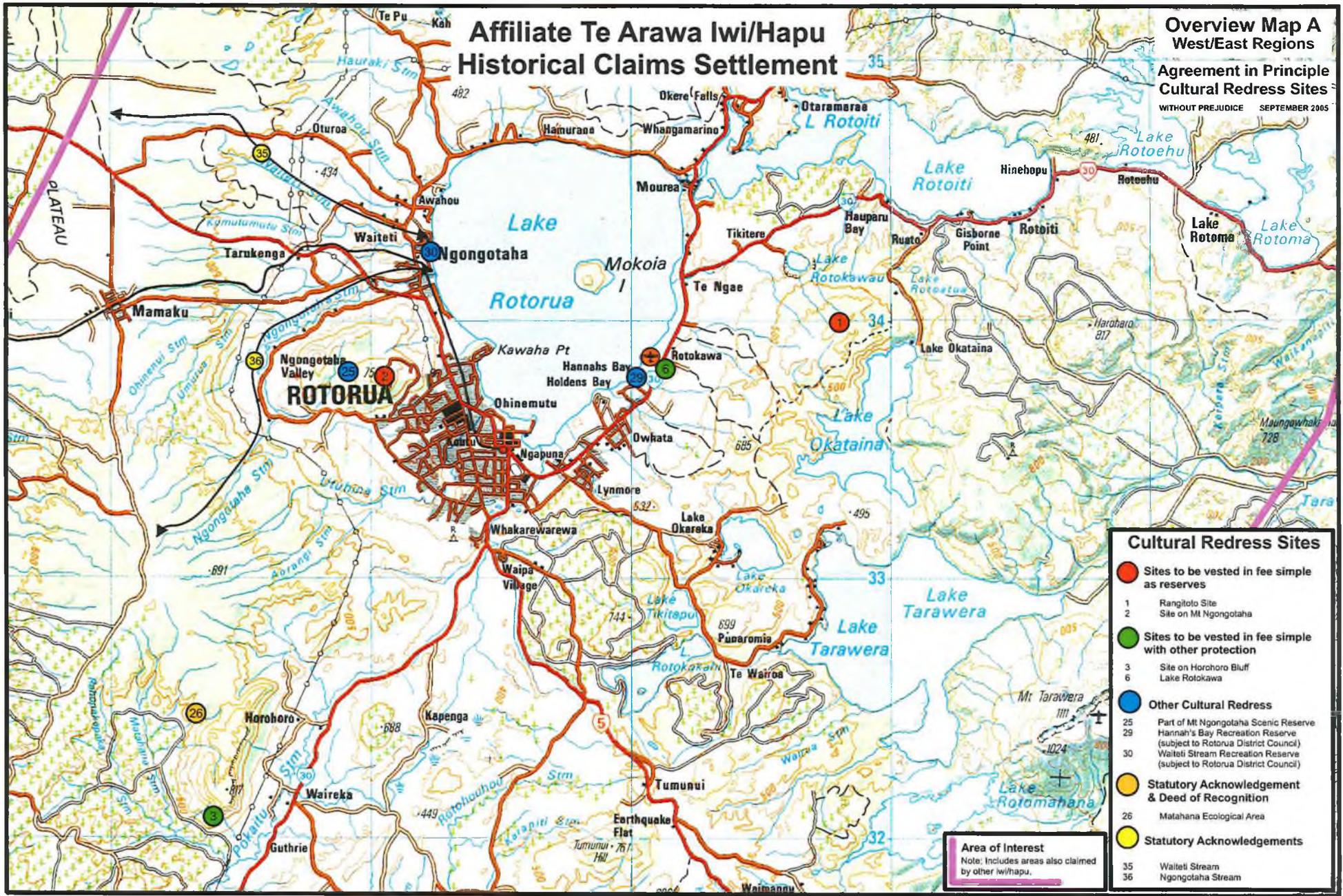
Redress Overview Maps

Overview Map A	West/East Regions Cultural Redress Sites
Overview Map B	Coast Region Cultural Redress Sites
Overview Map C	South Region Cultural Redress Sites
Overview Map D	Licensed Crown Forest Land and Commercial Assets
Overview Map E	Deferred Selection Properties

Affiliate Te Arawa Iwi/Hapu Historical Claims Settlement

Overview Map A West/East Regions

Agreement in Principle
Cultural Redress Sites
WITHOUT PREJUDICE SEPTEMBER 2005



- Cultural Redress Sites**
- Sites to be vested in fee simple as reserves
 - 1 Rangitoto Site
 - 2 Site on Mt Ngongotaha
 - Sites to be vested in fee simple with other protection
 - 3 Site on Horohoro Bluff
 - 6 Lake Rotokawa
 - Other Cultural Redress
 - 25 Part of Mt Ngongotaha Scenic Reserve
 - 29 Hannah's Bay Recreation Reserve (subject to Rotorua District Council)
 - 30 Waiteti Stream Recreation Reserve (subject to Rotorua District Council)
 - Statutory Acknowledgement & Deed of Recognition
 - 26 Matahiana Ecological Area
 - Statutory Acknowledgements
 - 35 Waiteti Stream
 - 36 Ngongotaha Stream

Area of Interest
Note: Includes areas also claimed by other iwi/hapu.

Affiliate Te Arawa Iwi/Hapu Historical Claims Settlement

Overview Map B Coast Region

Agreement in Principle Cultural Redress Sites

WITHOUT PREJUDICE SEPTEMBER 2005



Cultural Redress Sites

- Sites to be vested in fee simple with other protection
 - 7 Te Wairoa
 - 8 Pateko Island
 - 9 Te Koutu Pa
 - 10 Land under Okataina Lodge
 - 11 Land under Okataina Outdoor Education Centre
 - 12 Lakes Rotongata and Rotoatua
- Other Cultural Redress
 - 21 Matawhaura
- Statutory Acknowledgements
 - 22 Otari Pa
 - 32 Part of Kaituna River

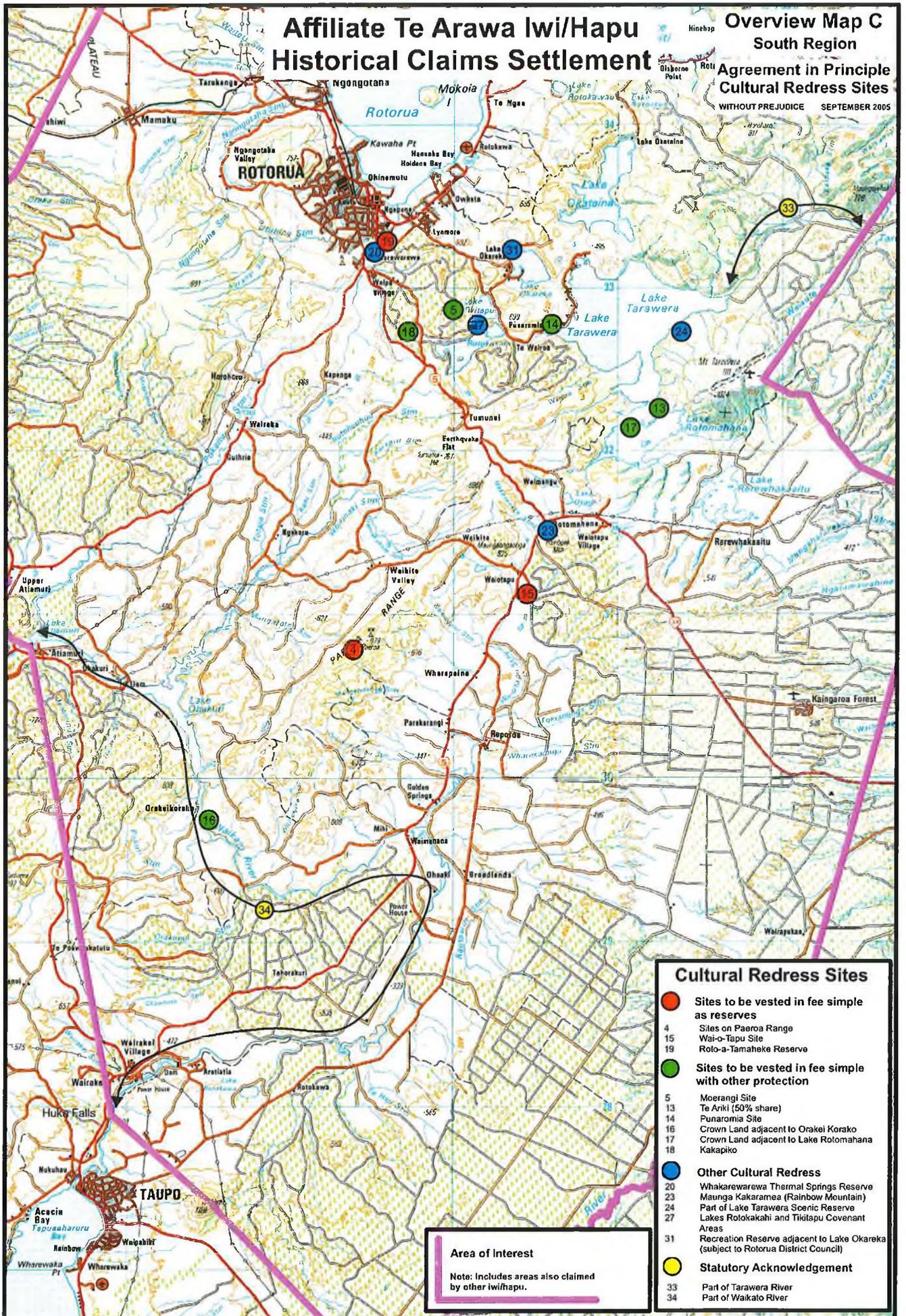
Area of Interest
Note: Includes areas also claimed by other iwi/hapu.

Affiliate Te Arawa Iwi/Hapu Historical Claims Settlement

Overview Map C
South Region

Agreement in Principle
Cultural Redress Sites

WITHOUT PREJUDICE SEPTEMBER 2005



Cultural Redress Sites

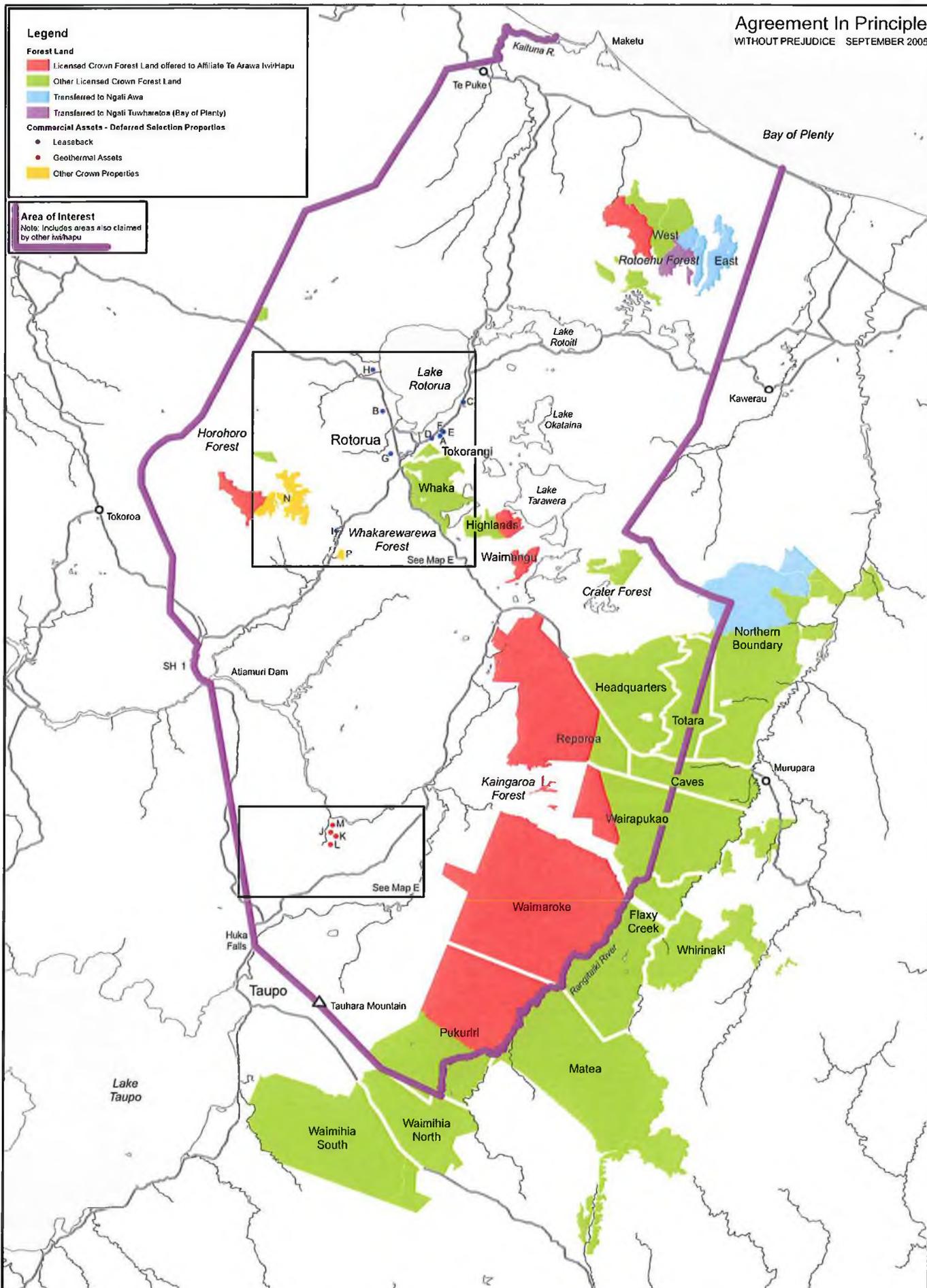
- Sites to be vested in fee simple as reserves
 - 4 Sites on Paeroa Range
 - 15 Wai-o-Tapu Site
 - 19 Roto-a-Tamaheke Reserve
- Sites to be vested in fee simple with other protection
 - 5 Moerangi Site
 - 13 Te Anki (50% share)
 - 14 Funaromia Site
 - 16 Crown Land adjacent to Orakei Korako
 - 17 Crown Land adjacent to Lake Rotomahana
 - 18 Kakapiko
- Other Cultural Redress
 - 20 Whakarewarewa Thermal Springs Reserve
 - 23 Maunga Kakarama (Rainbow Mountain)
 - 24 Part of Lake Tarawera Scenic Reserve
 - 27 Lakes Rotokakahi and Tikitapu Covenant Areas
 - 31 Recreation Reserve adjacent to Lake Okareka (subject to Rotorua District Council)
- Statutory Acknowledgement
 - 33 Part of Tarawera River
 - 34 Part of Waikato River

Area of Interest
Note: Includes areas also claimed by other iwi/hapu.

Affiliate Te Arawa Iwi/Hapu Historical Claims Settlement Licensed Crown Forest Land & Commercial Assets

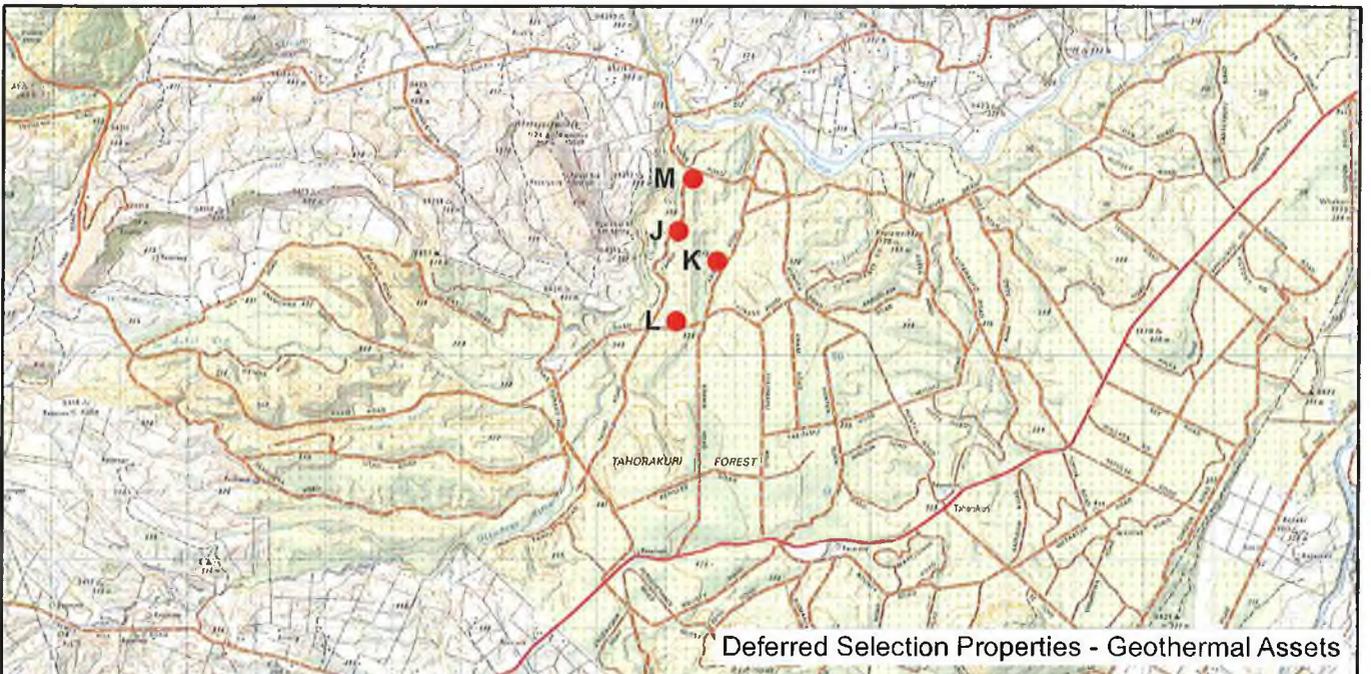
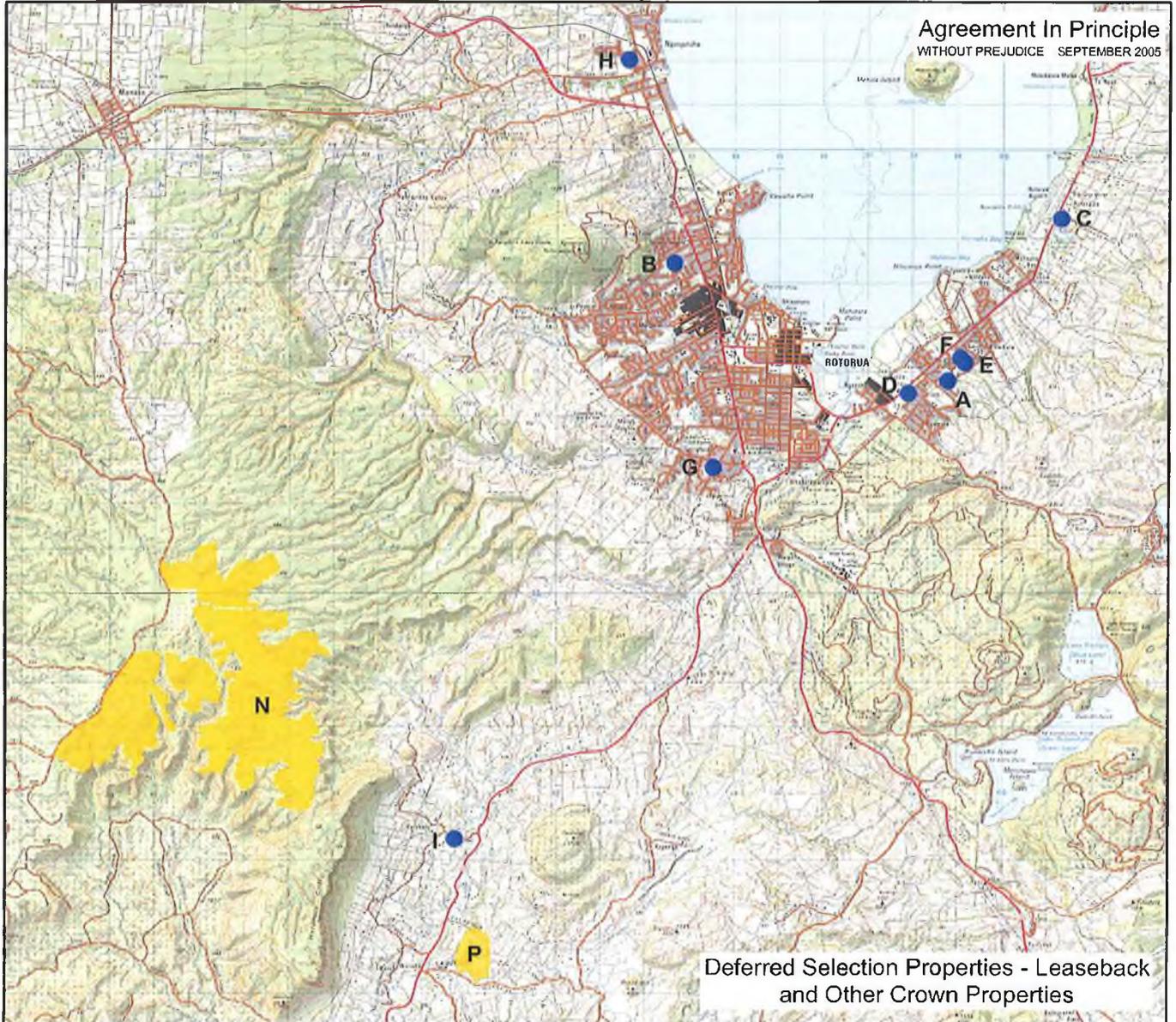
Overview Map D

Agreement In Principle
WITHOUT PREJUDICE SEPTEMBER 2005



Affiliate Te Arawa Iwi/Hapu Historical Claims Settlement Deferred Selection Properties

Overview Map E



Attachment 5

Licensed Crown Forest Land

Table 1: Crown Forest Licence Areas (all)

Ref	Licence Area	Legal Description	Refer to Map
CF12	Waimaroke Licence – Kaingaroa Forest	Lots 1-2 DPS 47428, Lots 1 & 3 DPS 19572	F1
CF10	Waimangu Licence – Whakarewarewa Forest	Lot 1 DPS 57559	F2

Table 2: Crown Forest Licence Areas (part only)

Ref	Licence Area	Legal Description	Refer to Map
CF14	Pukuriri Licence – Kaingaroa Forest	Part Lot 1 and Part Lot 6 DPS 73202	F3
CF20	Reporoa Licence – Kaingaroa Forest	Lot 1 DPS 45063, Lot 1 DPS 55285, Lot 1 DPS 55286, Lot 1 DPS 64818, Lots 1-2 DPS 55284, Lot 1 DPS 55287, and Lot 1 DPS 27452	F4
CF4	Wairapukao Licence – Kaingaroa Forest	Part Lot 1 DPS 47427	F5
CF16	Highlands Licence – Whakarewarewa Forest	Part Lot 1 and Lot 2 DPS 57556	F6
CF13	Horohoro Forest	Lot 1-6 DPS 62530	F7
CF15	West Licence – Rotoehu Forest	Lot 1 DPS 45081, Lot 1 DPS 53628, Part Lot 1 DPS 57554, Lot 1 DPS 57547, Lots 1-2 and Part Lot 3 DPS 53632, and Lot 2 DPS 68401	F8

Attachment 6

Valuation Process for Licensed Crown Forest Land

Following the signing of this Agreement in Principle, the parties will further discuss the timing of the commencement of the valuation process outlined below.

Definitions and interpretation

1 In this valuation process, unless the context otherwise requires:

Affiliate Te Arawa Iwi/Hapu's Valuer means any Registered Valuer appointed by the Affiliate Te Arawa Iwi/Hapu under *paragraph 3* to take part in this valuation process set out in this Schedule;

Arbitration Commencement Date means the date the Crown makes the referral referred to in *paragraph 14*;

Arbitrator means a person appointed under *paragraph 5*;

Valuation Reports means the valuation reports prepared for the Crown and the Affiliate Te Arawa Iwi/Hapu in accordance with this valuation process;

Crown's Valuer means any Registered Valuer appointed by the Crown under *paragraph 3* to take part in the process set out in this valuation process;

Market Value is the amount, exclusive of GST, for which the Redress Licensed Land might be expected to exchange on the Valuation Date, between a willing buyer and a willing seller, in an arms' length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion. In applying this definition to the Redress Licensed Land, the following matters (in addition to all other relevant factors) shall be taken into account:

- a the terms of transfer of the Redress Licensed Land; and
- b any encumbrances or interests affecting or benefiting the Redress Licensed Land appearing or to appear on the title to the Redress Licensed Land or as disclosed in writing by the Crown;

Redress Licensed Land means the Crown Forest Licensed Land to which this valuation process applies;

Registered Valuer means a valuer registered with the Valuers Registration Board of New Zealand and with experience in the valuation of commercial forest land in New Zealand;

Transfer Value means the amount determined by this valuation process;

Valuation Date means the Date of the Deed of Settlement of the Historical Claims of the Affiliate Te Arawa Iwi/Hapu; and

Valuation Exchange Date means the next business day after the date of expiration of the period of 50 business days commencing on the Valuation Date.

Preliminary steps: disclosure, appointment of valuers and arbitrator

- 2 The Crown will within 10 business days of the Valuation Date give the Affiliate Te Arawa Iwi/Hapu all material information that relates to the Redress Licensed Land, of which Land Information New Zealand is aware including all information able to be obtained by the Crown under the provisions of the licence, having inspected its records but not having undertaken a physical inspection of the Redress Licensed Land or made enquiries beyond Land Information New Zealand records.
- 3 No later than the next business day after the date of expiration of the period of 15 business days commencing on the Valuation Date the Crown and the Affiliate Te Arawa Iwi/Hapu shall each:
 - a appoint a Registered Valuer and instruct him or her to assess the Market Value of the Redress Licensed Land, in accordance with this valuation process; and
 - b give notice to the other of the identity of the Registered Valuer.
- 4 The Crown and the Affiliate Te Arawa Iwi/Hapu shall ensure that the terms of appointment of their respective Valuers require them to participate in the process set out in this valuation process in accordance with the terms of this valuation process.
5. The Crown and the Affiliate Te Arawa Iwi/Hapu shall attempt to agree and appoint a person who is suitably qualified and experienced in determining disputes about values of assets similar to the Redress Licensed Land no later than the next business day after the date of expiration of the period of 20 business days commencing on the Valuation Date. If no agreement and appointment has been made by that date, the Crown shall within 5 business days request that the President of the New Zealand Institute of Valuers make such an appointment.
- 6 An appointment under *paragraph 5* is made once the appointee has confirmed that he or she shall conduct an arbitration, if requested by the Crown, in accordance with this valuation process.

Exchange of valuation reports

- 7 Either party may carry out an inspection of the Redress Licensed Land in sufficient time to enable compliance with *paragraph 8* by the Valuation Exchange Date. The Registered Valuer of the Party intending to carry out the inspection shall give at least 5 Business Days' notice of the date and time of the inspection to the Registered Valuer of the other Party and give that valuer an opportunity to attend the inspection.
- 8 Both the Crown's Valuer and the Affiliate Te Arawa Iwi/Hapu's Valuer shall prepare a Valuation Report which includes their respective assessments of

Market Value and each party shall deliver a copy of its Valuation Report to the other party no later than the Valuation Exchange Date.

- 9 The Valuation Reports shall:
- a meet the requirements of the New Zealand Institute of Valuers' Standards and other relevant standards insofar as those requirements are consistent with the express provisions of this Deed and this valuation process;
 - b include an executive summary containing:
 - i a summary of the valuation along with key valuation parameters;
 - ii a summary of the key issues affecting value, if any;
 - iii the name of the valuer and his or her firm; and
 - iv the signature of the valuer and lead valuer if applicable; and
 - c attach appendices setting out:
 - i statement of valuation policies; and
 - ii relevant market and sales information.
- 10 If one party (*Defaulting Party*) fails to deliver its Valuation Report to the other party (who has provided a Valuation Report to the Defaulting Party within the prescribed time) by the Valuation Exchange Date, then the assessment of the Market Value contained in the Valuation Report provided by that other party will be the Transfer Value.

Negotiations to agree market values

- 11 Following the Valuation Exchange Date the Crown and the Affiliate Te Arawa Iwi/Hapu shall attempt to agree to the Market Value. Where agreement is reached both Parties shall sign a statement identifying the amount which the parties have agreed is the Market Value.
- 12 The amount agreed as the Market Value shall be the Transfer Value for the Redress Licensed Land.
- 13 Where agreement is not reached under *paragraph 12* by the next business day after the date of expiration of the period of 20 business days commencing on the Valuation Exchange Date, the determination of the Transfer Value for the Redress Licensed Land shall be referred to the Arbitrator in accordance with *paragraph 14*.

Determination of disputed values

- 14 Within 2 business days of *paragraph 13* applying, the Crown shall refer the dispute to the Arbitrator.

- 15 The Arbitrator shall promptly give notice of a meeting to be attended by the Crown and the Affiliate Te Arawa Iwi/Hapu and their respective Registered Valuers, at a venue and time to be decided by the Arbitrator after consultation with the parties and having regard to their obligation under *paragraph 16* but not later than the next business day after the date of expiration of the period of 30 business days commencing on the Arbitration Commencement Date.
- 16 The Crown and the Affiliate Te Arawa Iwi/Hapu shall by no later than 5.00 pm on the day which is 5 business days prior to the date of the meeting give to the Arbitrator (and to each other), the Crown's Valuation Report, the Affiliate Te Arawa Iwi/Hapu's Valuation Report and any submission or expert evidence based on that information which the Crown or the Affiliate Te Arawa Iwi/Hapu intend to present at the meeting.
- 17 At the meeting, the Arbitrator shall establish a procedure and give each party to the arbitration the right to examine, cross examine and re-examine the Registered Valuers and other experts appointed by the parties in relation to the information provided to the Arbitrator and otherwise have regard to the requirements of natural justice in the conduct of the meeting.
- 18 The Arbitrator shall hold the meeting and give his or her determination of the Market Value no later than the next business day after the date of expiration of the period of 45 business days commencing on the Arbitration Commencement Date. That determination shall be no higher than the higher, and no lower than the lower, of the assessment of Market Value contained in the Crown's Valuation Report and in the Affiliate Te Arawa Iwi/Hapu's Valuation Report.
- 19 The Transfer Value for the Redress Licensed Land shall be the Arbitrator's determination of the Market Value.
- 20 The determination of the Arbitrator shall be final and binding on the Crown and the Affiliate Te Arawa Iwi/Hapu.

General provisions

- 21 The Crown and the Affiliate Te Arawa Iwi/Hapu shall each bear their own costs in connection with the processes set out in this valuation process. The costs of the Arbitrator and the costs of the hire of a venue for the meeting referred to in *paragraph 15* shall be borne by the Crown and the Affiliate Te Arawa Iwi/Hapu equally. However, in appropriate cases, the Arbitrator may award costs against the Crown or the Affiliate Te Arawa Iwi/Hapu where the Arbitrator considers that it would be just to do so on account of unreasonable conduct.
- 22 The Crown and the Affiliate Te Arawa Iwi/Hapu each acknowledge that they are required to use reasonable endeavours to ensure the processes set out in this valuation process operate in the manner, and within the timeframes, specified in this valuation process.
- 23 If the processes set out in this valuation process are delayed through any event (such as the death or incapacity or unwillingness or inability to act of any

Registered Valuer or the Arbitrator), the Crown and the Affiliate Te Arawa Iwi/Hapu shall use reasonable endeavours and co-operate with each other to minimise the delay.

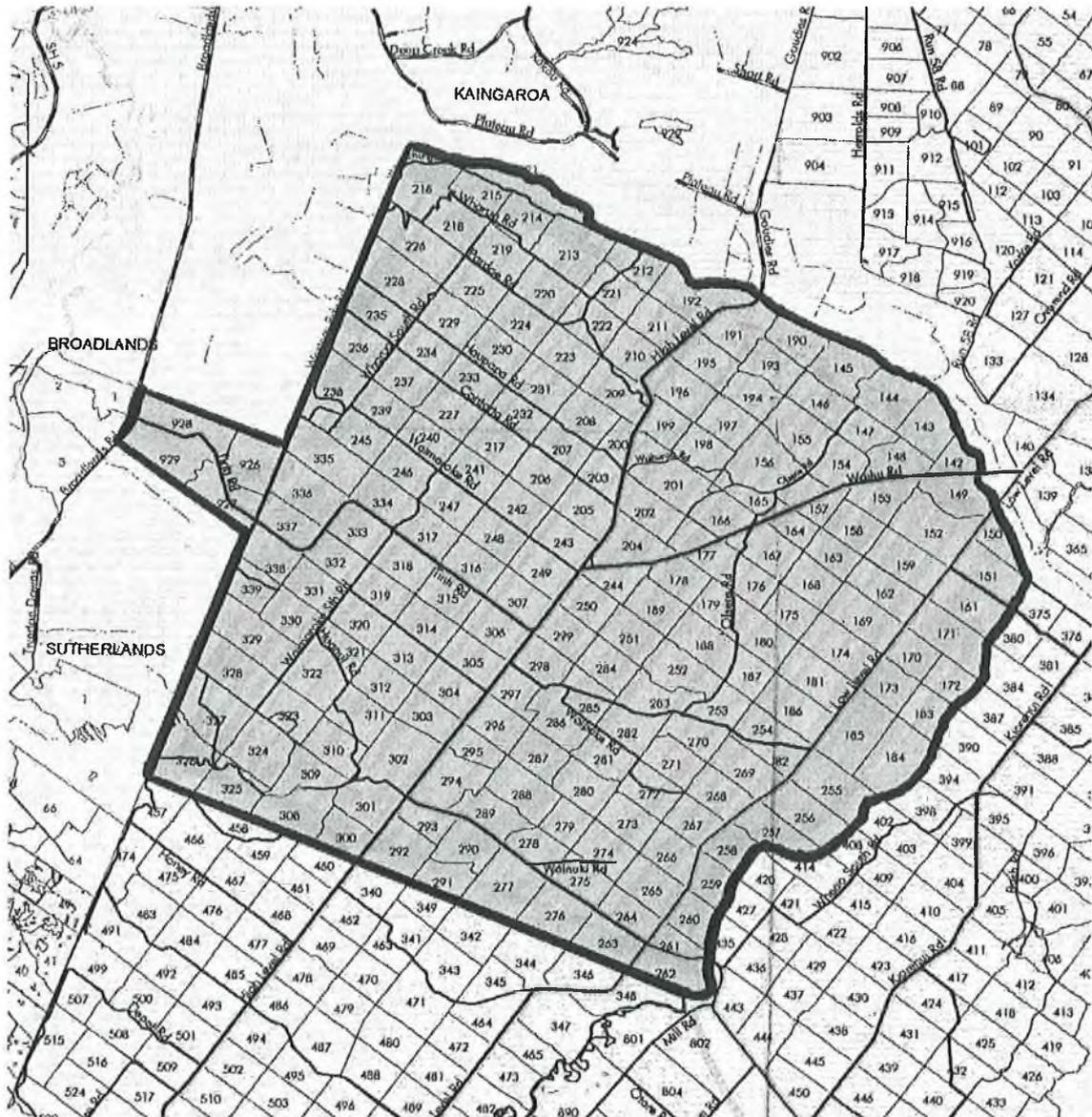
Attachment 7

Maps of Crown Forest Licence Areas

MAP F1	Waimaroke Licence – Kaingaroa Forest
MAP F2	Waimangu Licence – Whakarewarewa Forest
MAP F3	Part Pukuriri Licence – Kaingaroa Forest
MAP F4	Part Reporoa Licence – Kaingaroa Forest
MAP F5	Part Wairapukao Licence – Kaingaroa Forest
MAP F6	Part Highlands Licence – Whakarewarewa Forest
MAP F7	Part Horohoro Forest
MAP F8	Part West Licence - Rotoehu Forest

MAP F1

Waimaroke Licence – Kaingaroa Forest

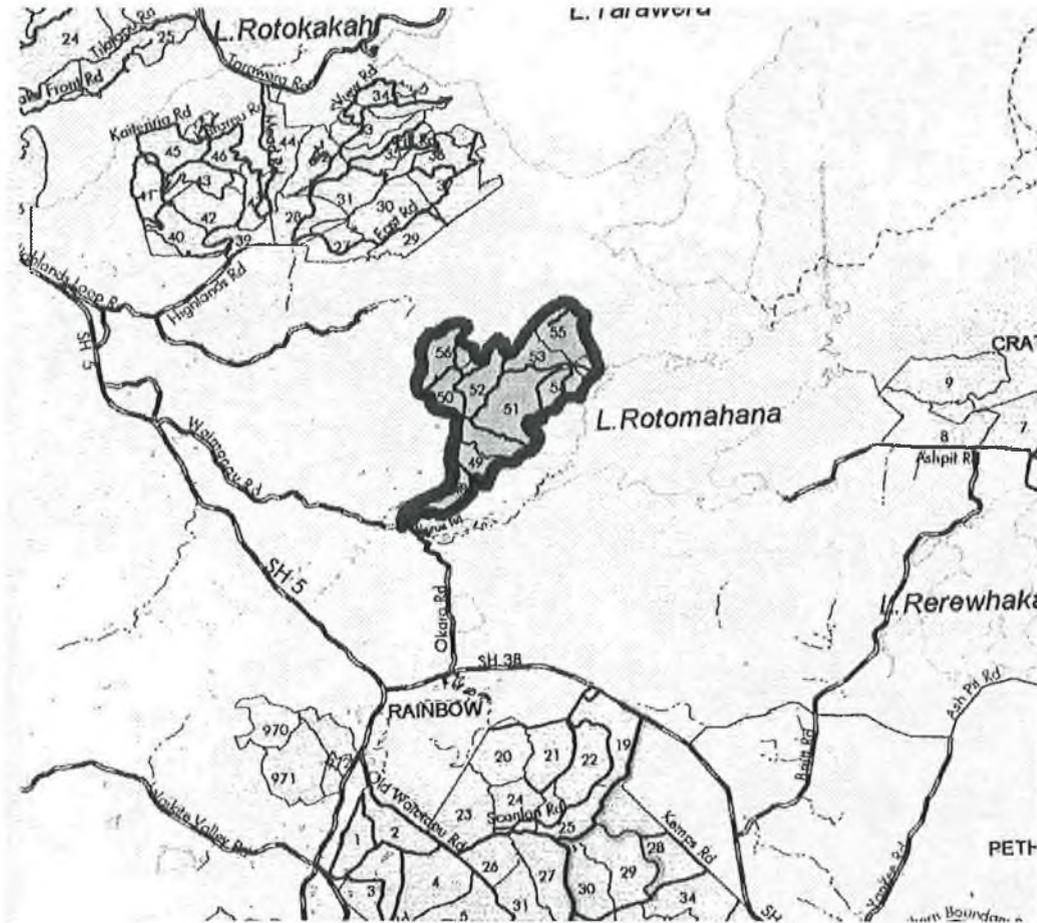


Licensed Crown Forest Land offered to Affiliate Te Arawa Iwi/Hapu

Source: Base map provided by Kaingaroa Timberlands

MAP F2

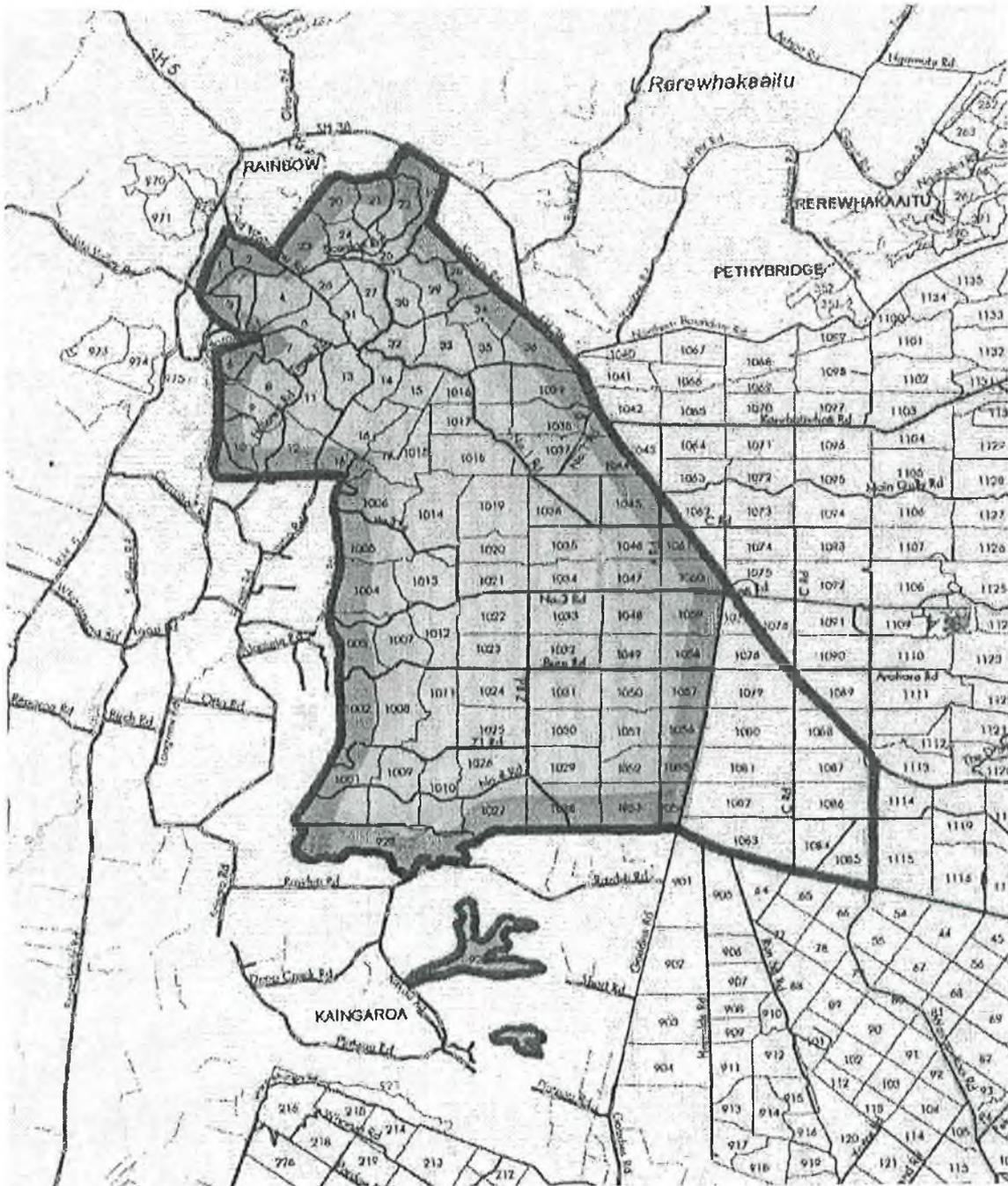
Waimangu Licence – Whakarewarewa Forest



 Licensed Crown Forest Land offered to Affiliate Te Arawa Iwi/Hapu
Source: Base map provided by Kaingaroa Timberlands

MAP F4

Part Reporoa Licence – Kaingaroa Forest

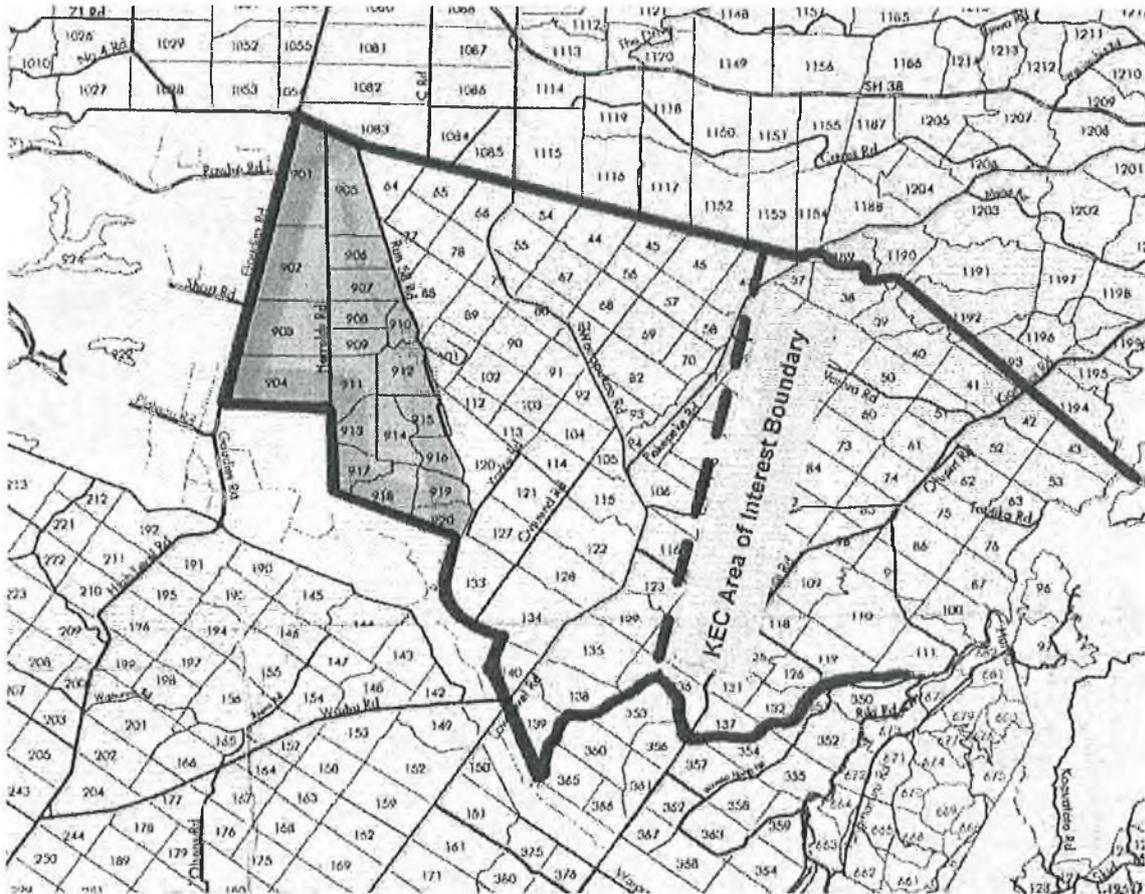


Licensed Crown Forest Land offered to Affiliate Te Arawa Iwi/Hapu

Source: Base map provided by Kaingaroa Timberlands

MAP F5

Part Wairapukao Licence – Kaingaroa Forest

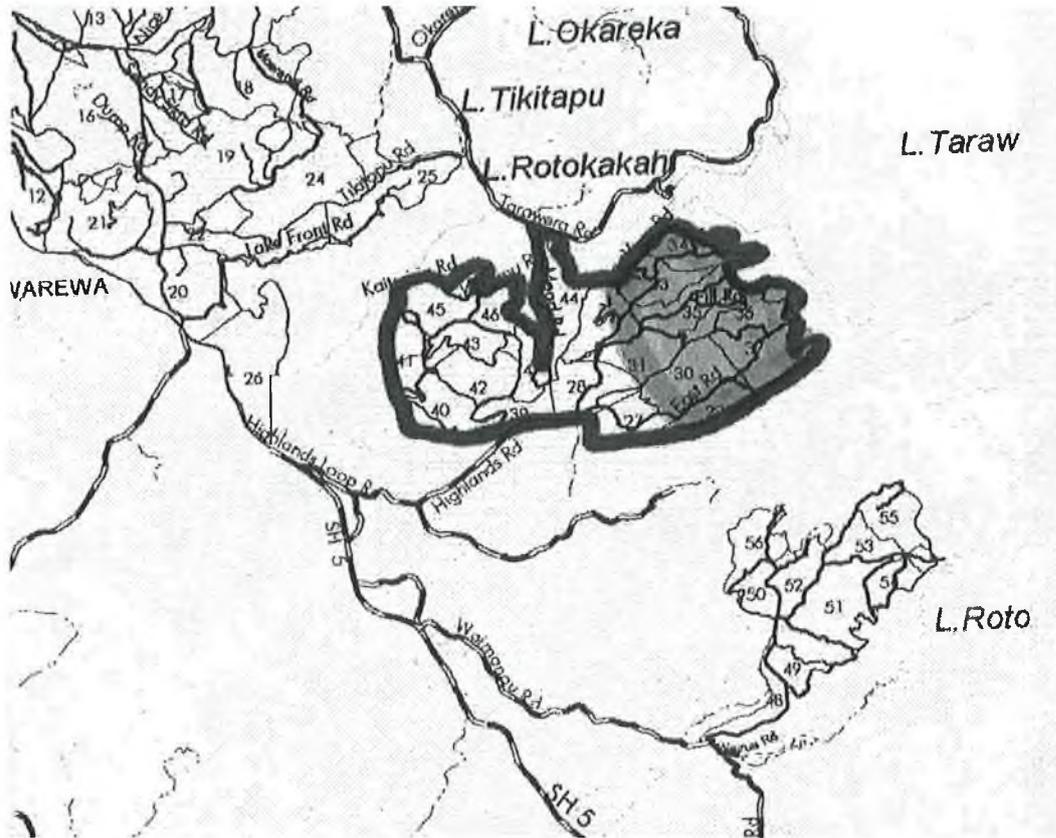


 Licensed Crown Forest Land offered to Affiliate Te Arawa Iwi/Hapu

Source: Base map provided by Kaingaroa Timberlands

MAP F6

Part Highlands Licence – Whakarewarewa Forest

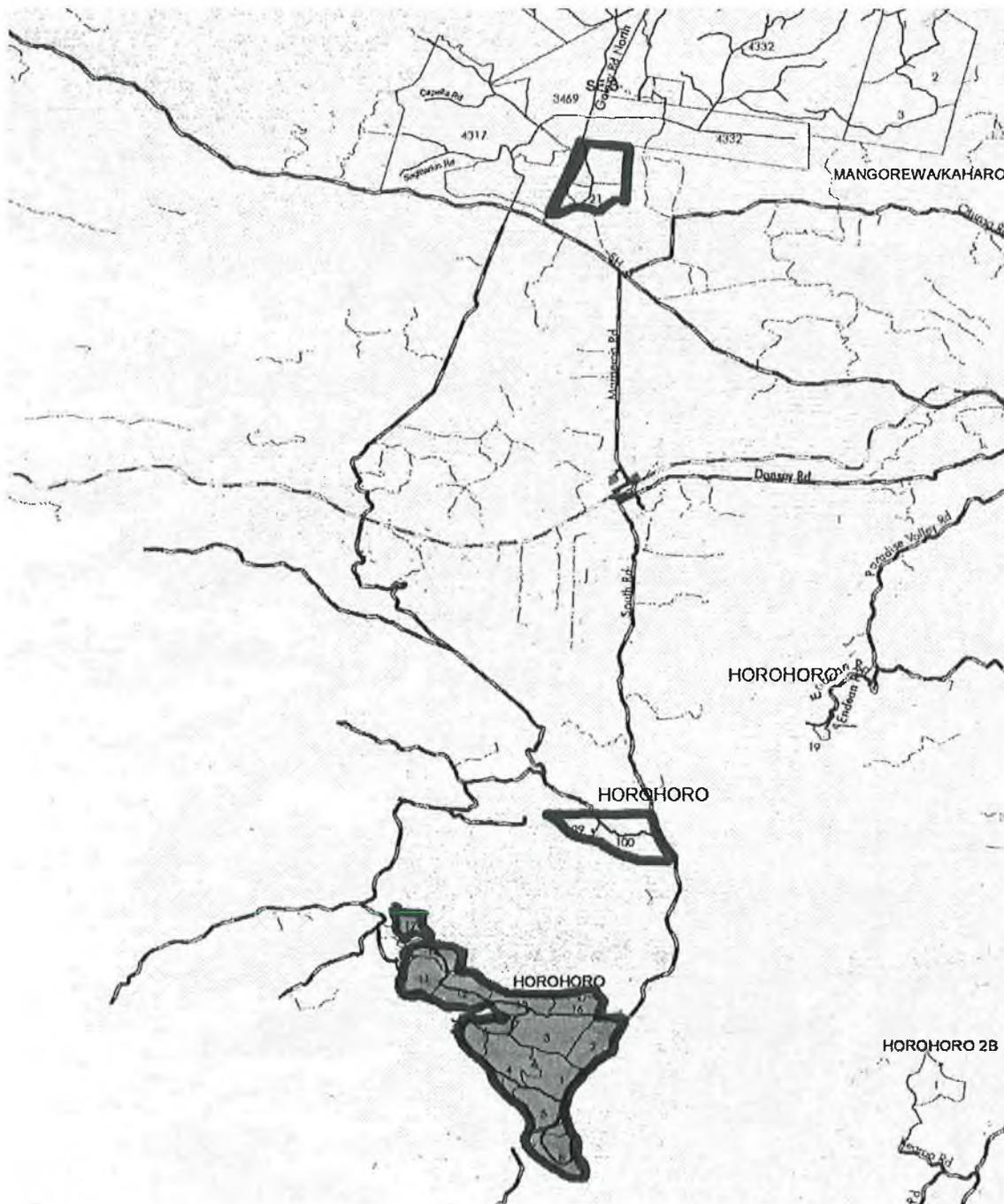


 Licensed Crown Forest Land offered to Affiliate Te Arawa Iwi/Hapu

Source: Base map provided by Kaingaroa Timberlands

MAP F7

Part Horohoro Forest

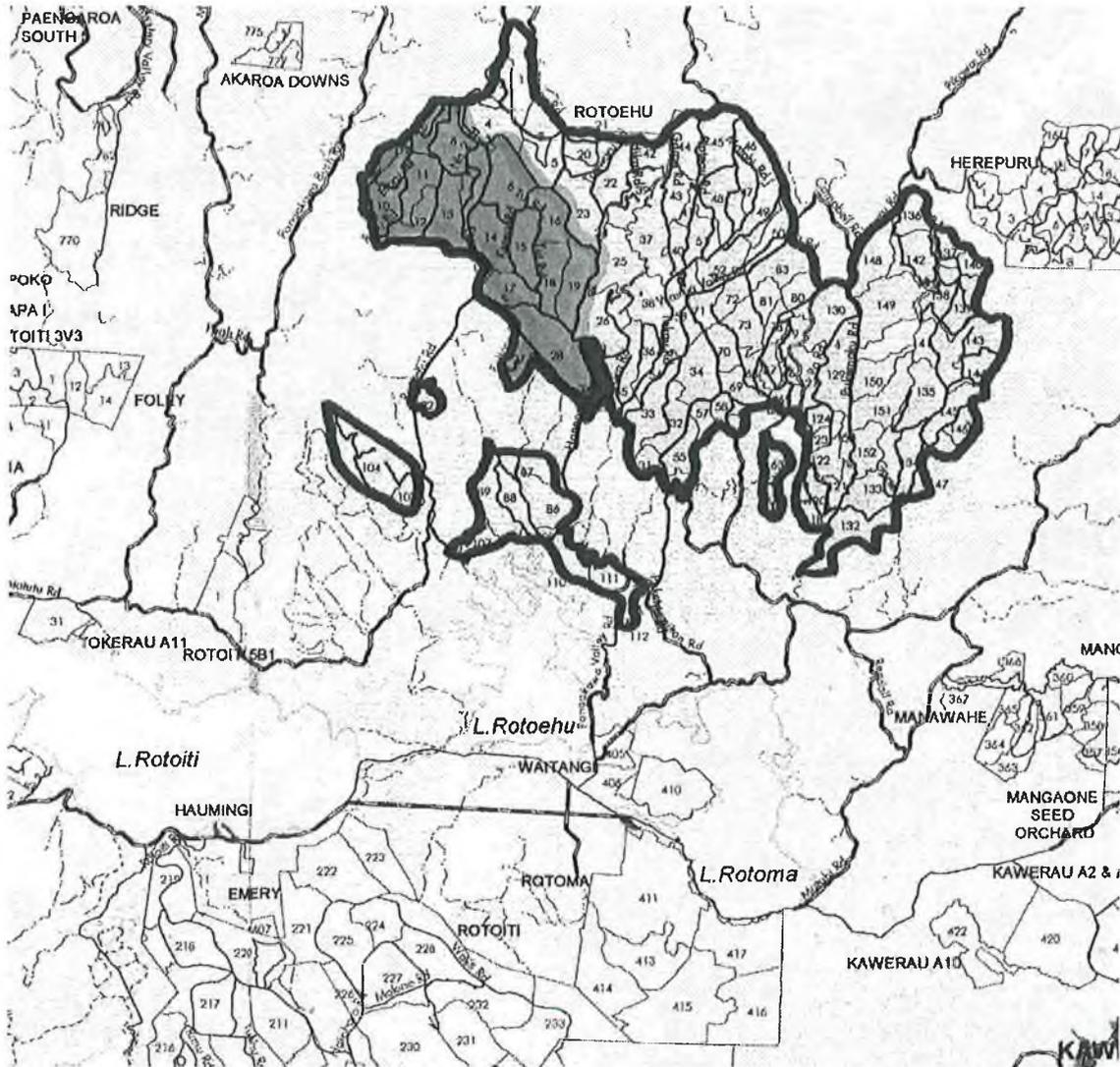


Licensed Crown Forest Land offered to Affiliate Te Arawa Iwi/Hapu

Source: Base map provided by Kaingaroa Timberlands

MAP F8

Part West Licence - Rotoehu Forest



 Licensed Crown Forest Land offered to Affiliate Te Arawa Iwi/Hapu

Source: Base map provided by Kaingaroa Timberlands

Attachment 8

Deferred Selection Properties

Table 1: Leaseback Properties

Property Name	Location	Physical Description	Land Area (ha)	Legal Description	Map Ref*
CYF Residential Dwelling	18 Alastair Avenue, Owhata, Rotorua	Residential dwelling	0.1454	Lot 20 DPS 8048	A
Western Heights High School	Old Quarry Road	School	11.6154	Pts Kaitao Rotohokahoka 1L2A, 1L2B, Lots 1 & 5 DPS 5224	B
Rotokawa School	Cnr Te Ngae and Rotokawa Roads	School	2.4281	Sec 4 Block XIV Rotoiti SD	C
Lynmore Primary School	Cnr Te Ngae and Iles Road	School	3.9940	Lots 1-16, 56, & 76 DPS 8	D
Mokoia Intermediate School	Brent Road	School	6.0702	Pt Puketawhero A1 No 37	E
Owhata School	Brent Road	School			F
Otonga Road School	Otonga Road	School	2.4599	Pt Sec 61 Block IV Horohoro SD	G
Ngongotaha School	Cnr Hood and School Roads	School	2.7589	Pt Lots 12 & 13 DP 16725, Lots 46, 47, 48, 49, 50 & 51 DP 18362, Pts Section 1 BLK XVI Rotorua SD, Pt Sect 2 Ngongotaha Suburb	H
Horohoro School	Apirana Road, Horohoro	School	2.7817	Pt Horohoro 1 and Pt Horohoro 15	I

* Refer to Overview Map C and D (Attachment 3)

Table 2: Crown Geothermal Assets

Well Number	Field	Legal description of parcel on which well is located	Map Ref*
NM1	Ngatamariki	Pt Tahorakuri A2	J
NM2	Ngatamariki	Pt Tahorakuri A2	K
NM3	Ngatamariki	Pt Tahorakuri A2	L
NM4	Ngatamariki	Pt Tahorakuri A2	M

Table 3: Other Crown Properties

Property Name	Location	Physical Description	Land Area (ha)	Legal Description	Map Ref*
Horohoro Forest <i>(administered by the Ministry of Agriculture and Forestry)</i>	South Road, Mamaku	Unlicensed Crown Forest Land	1458.25	Lots 1-4 DPS 65055, Lots 1 & 2 DPS 64931, and Lots 1-3 DPS 64930	N
Former Te Puni Kokiri property <i>(held within the landbank administered by the Office of Treaty Settlements)</i>	Between Collier and Waikaukau Roads	Farm Land	68.6701	Waikaukau A5 Block	P

* Refer to Overview Map C and D (Attachment 3)

Attachment 9

Valuation Process for Other Crown Assets

High Value Properties i.e. those with an estimated value over \$300,000

- 1 The Crown and the claimants each commission a registered valuer (at their own cost);
- 2 Each party obtains a market valuation based on agreed instructions to valuers, which is then exchanged with the other party;
- 3 If the valuations differ, the parties are required to enter into discussion, with the aim of agreeing a transfer value;
- 4 If the parties are unable to reach an agreed transfer value, the parties will refer the matter to arbitration (process under the Arbitration Act 1996), which will be binding on both parties, for determination of fair market value; and
- 5 Each party is responsible for their own costs, and half of the cost of any arbitration process.

Low value properties i.e. those with an estimated value less than \$300,000

- 6 The Crown and the claimants jointly commission a registered valuer;
- 7 The valuer is instructed to prepare a market valuation based on agreed instructions to valuers which is binding on both parties; and
- 8 Each party is responsible for half the cost of the valuer.

General

- 9 All valuations will be based on:
 - a instructions to valuers;
 - b the due diligence information provided by the vendor agency;
 - c the standard terms and conditions for transfer of commercial properties that will be attached to the Agreement in Principle;
 - d all existing leases, licences and other encumbrances disclosed by the Crown;
 - e all leases, licences, and other encumbrances proposed for the Deed of Settlement; and,
 - f a practical valuation date agreed by the parties.