

NGĀTI HAUĀ

and

THE CROWN

**AGREEMENT IN PRINCIPLE
TO SETTLE
HISTORICAL CLAIMS**

19 February 2013

TABLE OF CONTENTS

1 BACKGROUND 3

2 AGREEMENT IN PRINCIPLE..... 5

3 SETTLEMENT 6

4 HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY 7

5 CULTURAL REDRESS 8

6 FINANCIAL AND COMMERCIAL REDRESS 15

7 INTEREST AND TAX..... 21

8 NEXT STEPS..... 22

9 CONDITIONS..... 23

10 GENERAL..... 24

SCHEDULES

- 1. DEFINITIONS**
- 2. SETTLEMENT TERMS**

ATTACHMENTS

- A. AREA OF INTEREST**
- B. LOCALITY MAPS OF POTENTIAL CULTURAL REDRESS PROPERTIES**

1 BACKGROUND

Kīngitanga/Tumuakitanga

- 1.1 Ngāti Hauā seek Crown recognition of the impact of Crown actions in the 1860s on the mana of their Rangatira, Wīremu Tamihana, the whole of Ngāti Hauā iwi and the institution of Kīngitanga/Tumuakitanga. Ngāti Hauā seek to strengthen Tumuakitanga and sustain the role of Tumuaki o te Kīngitanga through their settlement.
- 1.2 Tumuaki o te Kīngitanga is an hereditary role which encompasses three significant functions: *Te Rangatira o Ngāti Hauā*, *Tangata Whakawāhi Kīngi* and *Tumuaki o te Kīngitanga*.
 - 1.2.1 Te Rangatira o Ngāti Hauā: Before the establishment of Kīngitanga and following the death of his father the Warrior Chief Te Waharoa, Wīremu Tamihana, became Paramount Chief of Ngāti Hauā iwi.
 - 1.2.2 Tangata Whakawaahi Kīngi: This is a spiritual function, first practised by Wīremu Tamihana when he anointed King Pōtatau by placing the Bible on the King's head and reciting scripture. The ceremony continues today with each successive Ariki anointed by a Tumuaki, using the same bible that anointed King Pōtatau.
 - 1.2.3 Tumuaki o te Kīngitanga: Tupu Taingakawa, the second son of Wīremu Tamihana, was appointed by King Tāwhiao and endorsed by iwi leaders as the first Tumuaki o te Kīngitanga (premiere) to lead on behalf of the King the governance affairs of the movement.
- 1.3 The role of the Tumuaki continues to hold significance within the Kīngitanga that endures to the present day. Anaru Tarapīpipi, a direct descendant of Wīremu Tamihana is the current Tumuaki, and as Tumuaki, he anointed King Tūheitia. Anaru Tarapīpipi is both the current Tumuaki of the Kīngitanga movement and the Rangatira for Ngāti Hauā iwi.

Te Kauwhanganui

Te Kauwhanganui, Maungakawa and Rukumoana – “Ka toro te Kauwhanganui hei taunga mo nga manu o te motu”

- 1.4 Ngāti Hauā are the guardians of Te Kauwhanganui. The original Te Kauwhanganui o Tāwhiao stood on Maungakawa and was opened 1892.
- 1.5 The existing Te Kauwhanganui was constructed around 1900 and relocated to its current site at Rukumoana marae in 1917. The purpose of Te Kauwhanganui was to administer and implement the Kīngitanga programme. The Kauwhanganui was in effect the King's Government. It had a council of 12 tribal representatives, as well as ministers whose primary focus was to ensure that iwi, were consulted and adequately engaged in debates and discussions related to raupatu and mana motuhake.

AGREEMENT IN PRINCIPLE

- 1.6 For much of the early twentieth century, the whare was used as a meeting place for iwi leaders from the North and South Island. During this period, Tupu Taingakawa Te Waharoa, as Tumuaki o te Kīngitanga (premier), facilitated and led the development of Māori laws and wrote and submitted, on behalf of iwi and hapū, several petitions seeking recognition of the Treaty of Waitangi and an inquiry into land confiscation.
- 1.7 The collection belonging to Te Kauwhanganui includes all the working administration and consultation documents relating to early Kauwhanganui sessions.

Ngāti Hauā vision

- 1.8 Ngāti Hauā have a holistic vision for restoring Te Kauwhanganui, with a clear purpose that through its restoration the Kīngitanga and Māoridom will be enhanced.
- 1.9 The negotiations are the first time that Ngāti Hauā have formally shared with the Crown their wider vision for the 'taonga', Te Kauwhanganui, which is of importance to Ngāti Hauā, Māori and the nation. The whare taonga and monument has a category one listing with the New Zealand Historic Places Trust, recognising its national importance in the history of New Zealand. The taonga form the basis for understanding a unique Māori perspective of the Crown-Māori relationship at a critical time for New Zealand in the nineteenth and early twentieth centuries.
- 1.10 As guardians of Te Kauwhanganui and with the endorsement of King Tūheitia, Ngāti Hauā have established a trust to care for the taonga and sustain the 150 year vision for Te Kauwhanganui. The vision includes the establishment of a 'Centre of Excellence' to groom visionary leadership and Māori innovation. Utilising the legacy of Wīremu Tamihana and Tupu Taingakawa under the mantle of Kīngitanga, whose attributes demonstrate high level spiritual and political leadership, diplomacy, peacemaking and governance, this centre will not only cover the protection of the taonga but will broaden its appeal to reach out to communities on a regional, national and international level.
- 1.11 The taonga will continue to remain with the Kīngitanga and Ngāti Hauā and can be accessed by others through the application of Ngāti Hauā tikanga and kawa.

Settlement history

- 1.12 Ngāti Hauā participated in the Waikato Raupatu claims settlement process and signed the deed of settlement leading to the Waikato Raupatu Claims Settlement Act 1995. That settlement recognises Ngāti Hauā are descendants of the Tainui Waka who suffered or were affected by the confiscation of their land by the New Zealand Government under the New Zealand Settlements Act 1863. The 1995 deed expressly excluded certain historical claims, including claims to the West Coast Harbours and the Waikato River, and any claims by individual hapū of Waikato to non-raupatu land outside the Waikato claim area.
- 1.13 Subsequently Ngāti Hauā signed the deed of settlement leading to the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010, which settled raupatu claims in relation the Waikato River from Karapiro to the mouth of the river.
- 1.14 Ngāti Hauā are a beneficiary of both the above settlements. The deed of settlement arising out of this agreement in principle will address claims that are specific to Ngāti Hauā and that are separate from, and were not settled by, the settlements noted above.

AGREEMENT IN PRINCIPLE

In considering the appropriate redress to be offered to Ngāti Hauā in the settlement of this claim, the Crown has taken account of the provisions made in the above settlements.

Mandate and terms of negotiation

- 1.15 Ngāti Hauā mandated the Ngāti Hauā Trust Board to negotiate with the Crown a deed of settlement that acknowledges Crown breaches against the Tumuaki and Ngāti Hauā, provides redress in relation to the Ngāti Hauā sites of significance within the raupatu area, and settles the historical non-raupatu claims of Ngāti Hauā.
- 1.16 The Crown recognised this mandate on 19 December 2012.
- 1.17 The Ngāti Hauā Trust Board appointed the mandated negotiators to negotiate the detailed terms of the Ngāti Hauā deed of settlement.
- 1.18 The mandated negotiators and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 22 December 2012.

Nature and scope of deed of settlement agreed

- 1.19 The mandated negotiators and the Crown have agreed, in principle, the nature and scope of the deed of settlement.
- 1.20 This agreement in principle records that agreement.

Approval and signing of this agreement in principle

- 1.21 Ngāti Hauā have –
 - 1.21.1 approved this agreement in principle; and
 - 1.21.2 authorised the Tumuaki, and the Ngāti Hauā Trust Board to sign it on their behalf.

2 AGREEMENT IN PRINCIPLE

- 2.1 Ngāti Hauā and the Crown agree –
 - 2.1.1 that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle; and
 - 2.1.2 to work together in good faith to develop, as soon as reasonably practicable, a deed of settlement based on this agreement in principle; and
 - 2.1.3 the deed of settlement is to be signed by or on behalf of Ngāti Hauā, the governance entity, and the Crown.

3 SETTLEMENT

Settlement of historical claims

- 3.1 The deed of settlement is to provide that, on and from the settlement date, -
- 3.1.1 the outstanding historical non-raupatu claims of Ngāti Hauā are settled; and
 - 3.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 3.1.3 the settlement is final.
- 3.2 The definitions of the historical claims, and of Ngāti Hauā, are to be based on the definitions of those terms in schedule 1.

Terms of settlement

- 3.3 The terms of the settlement provided in the deed of settlement are to be:
- 3.3.1 those in schedule 2; and
 - 3.3.2 any additional terms agreed by the parties.

Redress

- 3.4 The deed of settlement is to provide for redress in accordance with this agreement in principle.
- 3.5 However, the deed of settlement will include –
- 3.5.1 redress contemplated by this agreement in principle only if any overlapping claim issues in relation to that redress have been addressed to the satisfaction of the Crown; and
 - 3.5.2 a property that this agreement in principle specifies as a potential cultural redress property, or a potential commercial redress property, or a potential deferred selection property, subject to final written confirmation from the Crown that each of those properties is available.
- 3.6 If, for any reason, the Crown is unable to confirm any redress contemplated by this agreement in principle due to overlapping claims, the parties will discuss alternative redress or mechanisms to ensure that the value and composition of the package contemplated by this agreement in principle is maintained in the deed of settlement.

Transfer or vesting of settlement properties

- 3.7 The settlement documentation is to provide that the vesting or transfer of:

AGREEMENT IN PRINCIPLE

- 3.7.1 a redress property or a purchased deferred selection property will be subject to –
- (a) any further identification and/or survey required;
 - (b) Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise);
 - (c) sections 10 and 11 of the Crown Minerals Act 1991; and
 - (d) any relevant provisions included in the settlement documentation.
- 3.7.2 a redress property, will be subject to any encumbrance or right, in relation to that property, that the settlement documentation either –
- (a) describes as existing at the date of the deed of settlement; or
 - (b) requires to be created on or before settlement date.
- 3.7.3 a purchased deferred selection property will be subject to any encumbrance or right, or obligation in relation to that property, that is either:
- (a) described in the disclosure information provided for that deferred selection property (and not varied during the pre-purchase period); or
 - (b) entered into by the Crown during the pre-purchase period.
- 3.8 Following the signing of the agreement in principle, the Crown will provide disclosure on all properties which are to be transferred or vested through the deed of settlement, which will include information for all known existing third party rights including access rights. If necessary, relevant properties will be surveyed to enable title to be raised in the name of the post settlement governance entity.
- 3.9 If the parties identify any issues in relation to title, boundaries, access or the nature and extent of third party rights, the parties will discuss and agree on the resolution of those issues prior to deed of settlement or discuss how such matters may be reflected in the value attributed to that redress or the transfer value of the redress.

4 HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY

- 4.1 The deed of settlement is to include –
- 4.1.1 an agreed account of the historical relationship between Ngāti Hauā and the Crown to be developed by the parties;
 - 4.1.2 the Crown's acknowledgement of its breaches of the Treaty of Waitangi referred to in the historical account; and

AGREEMENT IN PRINCIPLE

- 4.1.3 a Crown apology for those breaches of the Treaty of Waitangi.
- 4.2 The parties will work together in good faith to agree, as soon as reasonably practicable, the terms of –
 - 4.2.1 the historical account; and
 - 4.2.2 the Crown acknowledgements and apology
- 4.3 The Crown has previously acknowledged that its representatives and advisers acted unjustly and in breach of the Treaty of Waitangi in its dealings with the Kīngitanga and Waikato (including Ngāti Hauā) in sending its forces across the Mangatawhiri in July 1863, and occupying and subsequently confiscating land in the Waikato region, and these actions resulted in Ngāti Hauā being unfairly labelled as rebels.
- 4.4 The Crown has previously expressed its profound regret and apologised unreservedly for the loss of lives because of the hostilities arising from its invasion, and at the devastation of property and social life which resulted.
- 4.5 The Crown has previously acknowledged that the subsequent confiscations of land and resources under the New Zealand Settlements Act 1863 of the New Zealand Parliament were wrongful, have caused Waikato (including Ngāti Hauā) to the present time to suffer feelings in relation to their lost lands akin to those of orphans, and have had a crippling impact on the welfare, economy and development of Waikato (including Ngāti Hauā).

5 CULTURAL REDRESS

RECOGNITION OF TUMUAKITANGA

- 5.1 Ngāti Hauā seeks to restore the status of the Tumuaki and the direct relationship that existed between the Tumuaki and the Crown prior to the War and Raupatu.
- 5.2 The Crown acknowledges and recognises the importance of Tumuakitanga to Ngāti Hauā as a key part of their historical claims. The parties have begun exploratory discussions on Ngāti Hauā's aspirations regarding Tumuakitanga. Further discussions following the signing of the agreement in principle are required before the redress can be finalised. Any redress offered by the Crown will be consistent with Crown policy.
- 5.3 With this in mind, and in this agreement in principle, the Crown offers the following redress package.

Endowment fund

- 5.4 The deed of settlement will provide for the Crown to pay the sum of \$3 million, to help sustain the role of the Tumuaki. This amount will form part of the financial and commercial redress amount as described in clause 6.1 below.

AGREEMENT IN PRINCIPLE

Letters of Introduction to relevant local authorities and museums

- 5.5 The deed of settlement will provide for the Minister for Treaty of Waitangi Negotiations to write letters of introduction to relevant local authorities and museums, and any other body as agreed between parties, to introduce Ngāti Hauā and the governance entity.
- 5.6 The purpose of the letters is to raise the profile of Ngāti Hauā with those bodies and to provide a platform for better engagement between Ngāti Hauā and those bodies in the future. The text of the letters will be agreed between the mandated negotiators and the Crown and issued as soon as practicable after the establishment of the governance entity and before settlement date.

Other Tumuakitanga redress for further exploration

- 5.7 Following the signing of the agreement in principle, the Crown will explore with Ngāti Hauā how:
- 5.7.1 the deed of settlement can acknowledge the special significance of Tumuakitanga to Ngāti Hauā;
 - 5.7.2 the historical account will record Ngāti Hauā's grievances relating to Tumuakitanga and how the Crown can acknowledge these grievances;
 - 5.7.3 the Tumuaki (or his representative(s)) can have input into decision-making that relates to Ngāti Hauā at a central government level (including government agencies at regional level); and
 - 5.7.4 the post-settlement governance entity can be structured to recognise the ongoing role of Tumuakitanga.

TE KAUWHANGANUI O MAHUTA

- 5.8 The Crown acknowledges and recognises the importance of Te Kauwhanganui to Ngāti Hauā as a key part of their historical claims. Parties have begun exploratory discussions on Ngāti Hauā's aspirations regarding Te Kauwhanganui. Further discussions following the signing of the agreement in principle are required before redress can be finalised. Any redress offered by the Crown will be consistent with Crown policy.
- 5.9 With this in mind and in this agreement in principle, the Crown offers the following redress package:

Restoration fund

- 5.10 The deed of settlement will provide for the Crown to pay the sum of \$1 million to help restore Te Kauwhanganui o Mahuta. This amount will form part of the financial and commercial redress amount as described in clause 6.1 below.

AGREEMENT IN PRINCIPLE

Relationship Agreement with agencies

- 5.11 The deed of settlement will provide for the Department of Internal Affairs (National Library and Archives New Zealand functions) and Te Papa Tongarewa to enter into a relationship agreement with Ngāti Hauā that focuses on the development and implementation of a shared vision and commitments with respect to the restoration and protection of Te Kauwhanganui, and to develop a constructive relationship to facilitate access to, and protection of, information and taonga relating to Ngāti Hauā.
- 5.12 A joint workplan will be developed by parties as an outcome of the relationship agreement that outlines commitments to specific Te Kauwhanganui restoration initiatives possibly using the Crown contribution mentioned in clause 5.10 above.

Taonga Tuturu Protocol

- 5.13 The deed of settlement will require that the Minister for Arts, Culture and Heritage issues a protocol.
- 5.14 A protocol will provide for the Crown's interaction with the governance entity in relation to specified matters within Ngāti Hauā's area of interest. The content of the protocol will be developed and agreed by the parties prior to the deed of settlement.

Other Te Kauwhanganui redress for further exploration

- 5.15 Following the signing of the agreement in principle, the Crown will explore with Ngāti Hauā:
- 5.15.1 how the deed of settlement can acknowledge the special significance of Te Kauwhanganui to Ngāti Hauā; and
 - 5.15.2 whether there are any funding avenues/assistance with respect to the restoration of Te Kauwhanganui o Mahuta, outside of the deed of settlement, from government agencies that could build on existing plans and work that Ngāti Hauā have carried out to date, as well as help build on Ngāti Hauā's future aspirations. Such avenues include the development of a joint workplan as an outcome of the relationship agreement detailed in clause 5.11 to 5.14 above.

Tawhara Kai Atua

- 5.16 The Crown acknowledges the Ngāti Hauā tikanga of Tawhara Kai Atua or 'first fruits' where the first use of any settlement will be to honour the Kīngitanga. This will result in a payment being made to the Kīngitanga before any other settlement funds are utilised by Ngāti Hauā. The parties will discuss how this payment will be made and reflect the detailed arrangements in the deed of settlement.

AGREEMENT IN PRINCIPLE

WĀHI TAPU

Potential cultural redress properties

- 5.17 The deed of settlement will provide that the settlement legislation will vest in the governance entity the wāhi tapu described in Table 1 below as potential cultural redress properties that the parties agree are to be cultural redress properties.
- 5.18 If the parties agree a potential cultural redress property is to be vested as a cultural redress property, it will be vested in the governance entity on the basis provided in Table 1.

Table 1 - Potential cultural redress properties

Name of wāhi tapu	General description	Specific conditions currently known
Maungakawa (Part of Te Tapui Scenic Reserve)	629.089 hectares approx, being Part Section 5 Block III Cambridge Survey District. Part Computer Freehold Register SA48C/398. Subject to survey. Refer Map 1 .	Subject to: <ul style="list-style-type: none"> • existing reserve status (including protection of public access); • applicable encumbrances easement over the loop track in favour of the Department of Conservation; • a lease for the viewing platform to Department of Conservation; • a relationship agreement for management of Te Tapui Scenic Reserve (refer clause 5.24).
Pukemako (Maungakawa Scenic Reserve) (Gudex Memorial Park Historic Site Reserve)	0.4778 hectares, more or less, being Sections 12 and 13 Block VI Cambridge Survey District. All Gazette 1962 page 1588. 50.98 hectares, approximately, being Parts Section 3 Block VI Cambridge Survey District. Part Gazette 1940 page 1536. Subject to survey. 2.8328 hectares, more or less, being Lot 1 DPS 6105. All Gazette Notice H496073. Refer Map 2 .	Subject to the existing reserve status (including protection of public access), applicable encumbrances and a satisfactory co-management arrangement to be agreed with the Waipa District Council.
Gordon Gow Scenic Reserve	7.3982 hectares, more or less, being Section 23 Block VIII Wairere Survey District. All Gazette notice S166494.	Subject to the existing reserve status (including protection of public access), applicable encumbrances, and the retention of Mr

AGREEMENT IN PRINCIPLE

	Refer Map 3 .	Gow's name (in recognition of the original conditions of the gifting by Mr Gow).
--	----------------------	--

Gifting of certain Office of Treaty Settlements (OTS) Landbank properties

- 5.19 - The deed of settlement will provide that the settlement legislation will vest in the governance entity the OTS Landbank properties described in Tables 2 and 3 below as potential cultural redress properties that the parties agree are to be cultural redress properties. The Crown agrees to transfer the properties described in Table 2 below on the signing of the deed of settlement.
- 5.20 In respect of the property in Table 3, the Crown will explore the possibility of Ngāti Hauā entering into a head leasing arrangement after the signing of the deed of settlement until it is vested on settlement date.

Table 2 - Gifted OTS Landbank properties to be vested on the signing of the deed of settlement

Agency	Property name and address	Legal description and area
OTS	1199 Maungakawa Road, Te Miro	0.4046 hectares, more or less, being Section 33 Te Miro Township. All Computer Freehold Register 450839. Refer Map 4 .
OTS	53 Firth Street, Matamata	0.1272 hectares, more or less, being Section 8 Block II Matamata Township. All Gazette Notice 6713865.1. Refer Map 5 .

Table 3 - Gifted OTS Landbank property to be vested on settlement date

Agency	Property name and address	Legal description and area
OTS	72 Firth Street, Matamata	0.8522 hectares, more or less, being Lot 4 DPS 86435. All Computer Freehold Register SA68B/781. 0.2380 hectares, more or less, being Lot 6 DPS 86435. All Computer Freehold Register SA68B/782. Refer Map 6 .

- 5.21 The Crown is willing to explore for inclusion in the deed of settlement the transfer in the governance entity of the following OTS Landbank property described in Table 4 below, as a potential cultural redress property that the parties agree is to be a cultural redress property, subject to the resolution of overlapping claims.

AGREEMENT IN PRINCIPLE

Table 4 - Explore gifting, subject to overlapping claims

Agency	Property name and address	Legal description and area
OTS	Former Mangateparu School, Morrinsville Road, Tahuna Mangateparu	2.0234 hectares, more or less being Section 61 Mangateparu Settlement. All Computer Freehold Register 252703. Refer Map 7 .

- 5.22 If the Crown is unable to provide the redress contemplated in clause 5.21 above due to overlapping claims, the parties will discuss alternative redress or mechanisms to ensure that the value and composition of the package contemplated by this agreement in principle is maintained in the deed of settlement.
- 5.23 If the Crown is able to provide the redress contemplated in clause 5.21 above, the Crown agrees to transfer the property on the signing of the deed of settlement.

Relationship Agreement with the Department of Conservation

- 5.24 The deed of settlement will provide for the Department of Conservation to enter into a relationship agreement with the governance entity.
- 5.25 The parties intend that the relationship agreement will:
 - 5.25.1 enable the Department of Conservation and the governance entity to maintain a constructive working relationship;
 - 5.25.2 include a commitment to an integrated approach to the management of Te Tapui Scenic Reserve; and
 - 5.25.3 provide for Ngāti Hauā input into the management of wāhi tapu within the Ngāti Hauā area of interest, including the Wairere Falls, and along that part of the Kaimai Range within the Ngāti Hauā area of interest.

Statutory Acknowledgements

- 5.26 The Crown is willing to explore, for inclusion in the deed of settlement, statutory acknowledgements in relation to specific wāhi tapu within the area of interest of Ngāti Hauā, to the extent that these are owned by the Crown.
- 5.27 If parties agree, the deed of settlement will provide for the settlement legislation to -
 - 5.27.1 provide the Crown’s acknowledgement of the statements by Ngāti Hauā of their particular cultural, spiritual, historical, and traditional association with each of the areas described in the redress schedule as statutory areas to the extent that those areas are owned by the Crown; and
 - 5.27.2 require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement; and

AGREEMENT IN PRINCIPLE

- 5.27.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area; and
- 5.27.4 require relevant consent authorities to forward to the governance entity a copy of a resource consent authority notice under section 145 (10) of the Resource Management Act 1991; and
- 5.27.5 enable the governance entity, and any member of the settling group, to cite the statutory acknowledgement as evidence of the settling group's association with a statutory area.

Deeds of recognition

- 5.28 The Crown is also willing to explore, for inclusion in the deed of settlement, deeds of recognition in relation to specific wāhi tapu to be determined within the area of interest of Ngāti Hauā, to the extent that these are owned and managed by the Crown.
- 5.29 If agreed, the deed of settlement will require that the Crown provide the governance entity with the deeds of recognition in relation to the statutory areas referred to in the redress schedule to the extent that those areas are owned and managed by the Crown.
- 5.30 A deed of recognition will require the Minister of Conservation and the Director-General of Conservation or the Commissioner of Crown Lands as the case may be, when undertaking certain activities within a statutory area, to –
 - 5.30.1 consult the governance entity; and
 - 5.30.2 have regard to its views concerning the settling group's association with the statutory area as described in a statement of association.

Cultural redress non-exclusive

- 5.31 Where cultural redress is non-exclusive, the Crown may do anything that is consistent with the cultural redress contemplated by this agreement in principle, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.
- 5.32 However, the Crown must not enter into another settlement that provides for the same redress where that redress is offered exclusively to Ngāti Hauā.

TUPUNA AWA

Waikato River

- 5.33 The Crown is willing to explore, for inclusion in the deed of settlement, Ngāti Hauā's participation in the co-management arrangements for part of the Waikato River within Ngāti Hauā's area of interest through the geographical extension of existing Waikato-Tainui joint management agreements as well as a relationship accord with the Department of Conservation and a deed of recognition with the Commissioner of Crown Lands. This offer is subject to:

AGREEMENT IN PRINCIPLE

- 5.33.1 Ngāti Hauā consulting with Waikato-Tainui, Ngāti Korokī Kahukura, Raukawa, and any other affected iwi on the proposal; and
 - 5.33.2 satisfactory arrangements on co-ordinated approaches to iwi management plans and regulations that affect areas overlapped with co-management arrangements provided to other iwi, if individual plans are developed.
- 5.34 The extension of the Waikato River arrangements will be on the same, or similar, terms as those offered to Ngāti Korokī Kahukura.

Waihou and Piako Rivers

- 5.35 The Crown is in Treaty settlement negotiations with the Pare Hauraki Collective and is exploring co-governance arrangements in respect of the Waihou River and Piako River catchments with the Waikato Regional Council and the local authorities in those catchments.
- 5.36 The Crown acknowledges that Ngāti Hauā have interests in these rivers within their area of interest which are of significant cultural, historical and spiritual importance to the iwi.
- 5.37 The Crown's policy is to develop single mechanisms for redress over natural resources that are designed to accommodate all iwi with interests in the redress. The Crown agrees that in developing any co-governance arrangement for the Waihou and Piako Rivers in the Pare Hauraki Collective settlement, it will work with Ngāti Hauā to ensure that any proposal for such redress includes appropriate arrangements for the interests of Ngāti Hauā within their area of interest.

6 FINANCIAL AND COMMERCIAL REDRESS

Financial and commercial redress amount

- 6.1 The financial and commercial redress amount of \$13 million is made up of:
- 6.1.1 \$9 million as financial quantum;
 - 6.1.2 \$3 million for the Tumuaki endowment fund detailed in clause 5.4 above; and
 - 6.1.3 \$1 million for the restoration of Te Kauwhanganui, as detailed in clause 5.10 above.
- 6.2 The deed of settlement is to provide that the Crown will pay the governance entity the sum of \$13 million on settlement date less –
- 6.2.1 the on-account payment of \$6.5 million to be provided on the signing of the deed of settlement; and
 - 6.2.2 the total of the transfer values (determined in accordance with the valuation process agreed by the parties) of any properties that the deed of settlement

AGREEMENT IN PRINCIPLE

provides are commercial redress properties to be transferred to the governance entity on the settlement date.

- 6.3 The payment of the on-account in clause 6.2.1 above is subject to the post settlement governance entity being ratified by Ngāti Hauā.

Potential commercial redress properties for Transfer and Leaseback

- 6.4 The deed of settlement is to provide that the Crown must transfer to the governance entity on the settlement date the property described in Table 5 below as a potential commercial redress property for transfer and leaseback that the parties agree is to be a commercial redress property for transfer and leaseback.

- 6.5 The property is to be leased back by the governance entity to the Crown, from the settlement date, –

6.5.1 on the terms and conditions provided by a registrable ground lease for that property (ownership of the improvements remaining unaffected by the purchase) incorporated in the deed; and

6.5.2 if the Crown leaseback is to a department other than the Ministry of Education, at an initial market rental determined in accordance with the valuation process agreed by the parties; or

6.5.3 if the Crown leaseback is to the Ministry of Education, at an initial annual rental based on an agreed rental percentage of the agreed transfer value, determined in accordance with the Crown leaseback (plus GST, of any).

- 6.6 The availability of sale and leaseback of Ministry of Education sites listed in Tables 5 and 6 below are subject to:

6.6.1 the transfer value (for commercial redress properties) and the lease (for both commercial redress and deferred selection properties) being agreed one month prior to initialling of the deed of settlement. A leaseback property will cease to be a sale and leaseback property if before the settlement date (in respect of commercial redress properties) or before receipt of an election notice (in respect of deferred selection properties) the Ministry of Education notifies that the site has become surplus to its requirements; and

6.6.2 standard Ministry of Education policies regarding sale and leasebacks and operational considerations, if relevant, and an agreed registrable ground lease for the property with ownership of the improvements remaining unaffected by the transfer.

AGREEMENT IN PRINCIPLE

Table 5 – Potential commercial redress properties for Transfer and Leaseback

Agency	Property Name and Address	Legal description and area	Specific conditions currently known
Ministry of Education	Firth Primary and Matamata Intermediate Schools sites*	6.3902 hectares, more or less, being Part Lot 3 DP 15176. All Proclamation S94175. 0.3480 hectares, more or less, being Section 2 SO 59780. Balance Gazette Notice H289409. 0.1012 hectares, more or less, being Part Lots 8 and 9 DP 27301. All Gazette Notice H075207.	Sale and leaseback is for land only.

* The legal description and area are subject to change and confirmation.

- 6.7 The Crown is willing to explore for inclusion in the deed of settlement the transfer in the governance entity on settlement date the properties described in Table 6 below, as potential commercial redress properties for transfer and leaseback that the parties agree are to be commercial redress properties for transfer and leaseback, subject to the resolution of any overlapping claims.

Table 6 - Explore as potential commercial redress properties for Transfer and Leaseback, subject to overlapping claims

Agency	Property Name and Address	Legal description and area	Specific conditions currently known
Ministry of Justice	Morrinsville Court House	0.0787 hectares, more or less, being Section 2 SO 59450. All Computer Freehold Register SA52D/318.	Sale and leaseback is for land only and subject to changes to court services and other policy and operational considerations, the outcome of an historical investigation, and a form of the lease being agreed. In the event that this court is no longer operational at the time of settlement, or imminent change is proposed, then the Crown agrees to provide a right of first refusal in respect of the the land and building on the same terms and conditions as those outlined in clause 6.12 below. Subject to the resolution of any overlapping claims.
Ministry of Education	Morrinsville College site*	3.2375 hectares, approximately, being	Subject to the resolution of

AGREEMENT IN PRINCIPLE

		<p>Part Motumaoho 2. All Gazette notice H136321. Subject to survey.</p> <p>4.7050 hectares, more or less, being Part Lot 1 DP 32457. All Computer Freehold Register SA2D/976.</p> <p>0.7980 hectares, more or less, being Part Lot 7 DP 7445.</p> <p>0.9125 hectares, more or less, being Part Lot 1 DP 15432.</p> <p>0.7016 hectares, more or less, being Part Lot 3 DP 1261. All Proclamation S209412.</p>	any overlapping claims.
--	--	--	-------------------------

* The legal description and area are subject to change and confirmation.

- 6.8 If the Crown is unable to provide the redress contemplated in clause 6.7 above due to overlapping claims, the parties will discuss alternative redress or mechanisms to ensure that the composition of the package contemplated by this agreement in principle is maintained in the deed of settlement.

Potential deferred selection properties

- 6.9 The deed of settlement is to provide the governance entity may, for six months after the settlement date, purchase at a fair market value (determined under a valuation process specified in the deed) any or all of those of the properties described in Tables 7 and 8 below as potential deferred selection properties that the parties agree are to be deferred selection properties.

Table 7 - Potential deferred selection properties – Land Information New Zealand (LINZ)

Agency	Property Name and Address	Legal description and area	Specific conditions currently known
LINZ	Dunlop Rd, Waharoa- LIPS 16329. (Landonline parcel id 4263841 and 4556307).	4.9250 hectares, more or less, being Parts Matamata North 2D3. All Computer Freehold Register 263485.	Subject to survey and statutory clearances.
LINZ	Seddon Street, Waharoa - LIPS 11001. (Landonline parcel id 4277742 and 4553607).	0.4627 hectares, more or less, being Lot 1 DPS 86557. All Computer Freehold Register SA68B/943. 0.1097 hectares, more or less, being Lot 2 DPS 86557. All Computer Freehold Register	Subject to statutory clearances, Minister of Railways consent and ratification of the survey plan by NZ Railways Corporation (Ontrack).

AGREEMENT IN PRINCIPLE

		SA68B/944.	
LINZ	Dunlop Rd, Waharoa - LIPS 11005. (Part of Landonline parcel id 4568209).	0.3279 hectares, approximately, being the land shown marked M on SO 58561. Subject to survey.	Subject to statutory clearances, Minister of Railways consent and ratification of the survey plan by NZ Railways Corporation (Ontrack).
LINZ	Dunlop Rd, Waharoa - LIPS 11007. (Part of Landonline parcel id 4568209).	0.3122 hectares, approximately, being the land shown marked L on SO 58561. Subject to survey.	Subject to statutory clearances, Minister of Railways consent and ratification of the survey plan by NZ Railways Corporation (Ontrack).

Table 8 - Potential deferred selection properties – OTS Landbank

Agency	Property Name and Address	Legal description and area
OTS	Avenue Road South to Canada Street, Morrinsville	4.7861 hectares, more or less, being Lots 4, 5, and 6 DPS 86414 and Lots 1 and 4 DPS 89006. All Computer Freehold Register SA70C/604.
OTS	Young Street/Terrace Avenue, Morrinsville	0.0969 hectares, more or less, being Lot 24 DPS 4354. Part Gazette Notice S465906.

- 6.10 If the Crown is unable to provide the redress contemplated in clause 6.9 above in respect of those properties identified in Table 8 above due to overlapping claims, the Crown is willing to provide a second right of deferred purchase as described in clause 6.11 below.

Potential second right of deferred purchase properties

- 6.11 The deed of settlement will provide the governance entity with a second right of deferred purchase property (being each property described in Table 9 below), meaning that if a potential second right of deferred purchase property is not taken (as a settlement date property) in another Treaty settlement, the property would become a deferred selection property available to Ngāti Hauā.

Table 9 - Potential second right of deferred purchase properties

Agency	Property Name and Address	Legal description and area
OTS	Former School House, Stanley Road, Te Aroha	2.9236 hectares, more or less, being Lots 1 and 2 Section 20 Block XI Aroha Survey District and Part Sections 112 and 116 Block XI Aroha Survey District. All Computer Freehold Register 71328.
OTS	Former Turangaomoana School, Cnr Tower and Mowbray Roads, Turangaomoana	0.5666 hectares, more or less being Section 45 Matamata Settlement. All Computer Freehold Register 38973.
OTS	9 Inaka Place, Matamata	0.1267 hectares, more or less, being Lots 90 and 91 DPS 22548. All Computer Freehold Register SA51B/246.
New Zealand	Matamata Police Station	0.2024 hectares, more or less, being Sections 18 and 19 Block VIII Matamata Township. All

AGREEMENT IN PRINCIPLE

Police	Computer Freehold Register SA62D/738.
--------	---------------------------------------

RFR

- 6.12 The settlement documentation is to provide that –
- 6.12.1 the governance entity has a right of first refusal (an **RFR**) in relation to a disposal by the Crown of any of the land described in clause 6.13 below as potential RFR land that the parties agree is to be RFR land if, on the settlement date, it is owned by the Crown; and
 - 6.12.2 the RFR will apply for 173 years from the settlement date.
- 6.13 The potential RFR land are as follows:
- 6.13.1 Morrinsville Police Station;
 - 6.13.2 Tatuani School;
 - 6.13.3 Motumaoho School;
 - 6.13.4 Te Wharekura o Te Rau Aroha;
 - 6.13.5 Kereone School;
 - 6.13.6 Walton School;
 - 6.13.7 Kiwitahi School;
 - 6.13.8 Te Kura o Waharoa; and
 - 6.13.9 Hinuera School.
- 6.14 The Crown is also willing to explore, for inclusion in the deed of settlement, any other potential RFR land within the area of interest of Ngāti Hauā that the parties agree will be RFR land if, on the settlement date, it is owned by the Crown.

Waharoa Aerodrome

- 6.15 The Crown acknowledges the Waharoa Aerodrome is an area of significance to Ngāti Hauā. Part of the Waharoa Aerodrome is held in trust by the Matamata-Piako District Council, and the Crown retains a residual interest in that part.
- 6.16 The Crown is willing to explore with the Matamata-Piako District Council the possibility of offering a right of first refusal over the part of the Waharoa Aerodrome where the Crown has a residual interest.

7 INTEREST AND TAX

Interest

- 7.1 The deed of settlement is to provide for the Crown to pay to the governance entity, on the settlement date, interest on the:
- 7.1.1 financial and commercial redress amount; and
 - 7.1.2 financial and commercial redress amount less the on-account payment described in clause 6.2.1.
- 7.2 The interest under clause 7.1.1 is payable with the on-account payment, subject to Cabinet's approval, for the period -
- 7.2.1 beginning on the date of the Crown's Letter of Commitment agreed by Ngāti Hauā on 20 December 2012; and
 - 7.2.2 ending on the day the on-account payment is made in accordance with clause 6.2.1.
- 7.3 The interest under clause 7.1.2 is payable on settlement date for the period -
- 7.3.1 beginning on the day immediately after the on-account payment is made in accordance with clause 6.2.1; and
 - 7.3.2 ending on the day before the settlement date.
- 7.4 The interest amounts payable under clauses 7.2 and 7.3 are -
- 7.4.1 payable at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding;
 - 7.4.2 subject to any tax payable in relation to them; and
 - 7.4.3 payable after withholding any tax required by legislation to be withheld.

Tax

- 7.5 Subject to the Minister of Finance's consent, the deed of settlement is to provide that the Crown must indemnify the governance entity for any GST or income tax payable in respect of the provision of Crown redress.
- 7.6 The governance entity agrees that neither it, nor any other person, will claim with respect to the provision of Crown redress -
- 7.6.1 an input credit for GST purposes; or

7.6.2 a deduction for income tax purposes.

8 NEXT STEPS

Disclosure information

8.1 The Crown will, as soon as reasonably practicable, prepare and provide to Ngāti Hauā disclosure information in relation to –

8.1.1 each potential cultural redress property; and

8.1.2 each potential commercial redress property; and

8.1.3 each potential deferred selection property.

Resolution of outstanding matters

8.2 The parties will work together to agree, as soon as reasonably practicable, all matters necessary to complete the deed of settlement, including agreeing on or determining as the case may be –

8.2.1 the terms of –

(a) the historical account; and

(b) the Crown's acknowledgement and apology; and

8.2.2 the terms of the cultural redress;

8.2.3 the cultural redress properties, the commercial redress properties, the deferred selection properties, and the RFR land from the potential properties or land provided in each case in the redress schedule; and

8.2.4 the transfer values of the commercial redress properties (in accordance with the valuation process agreed by the parties); and

8.2.5 the terms of a registrable ground lease for any leaseback property; and

8.2.6 the initial market rental for any leaseback commercial redress property or annual rental for Ministry of Education leaseback properties; and

8.2.7 the terms of the following (which will, where appropriate, be based on the terms provided in recent settlement documentation):

(a) the transfer of the commercial redress properties; and

(b) the right to purchase a deferred selection property, including the process for determining its fair market; and

AGREEMENT IN PRINCIPLE

- (c) the RFR, including the circumstances in which RFR land may be disposed of without the RFR applying; and
- (d) the tax indemnity; and

8.2.8 the following documents:

- (a) the relationship agreements and protocol with relevant departments; and
- (b) the lease forms; and
- (c) the settlement legislation; and

8.2.9 all other necessary matters.

Development of governance entity and ratification process

8.3 Ngāti Hauā will, as soon as reasonably practicable, -

8.3.1 form a single governance entity that the Crown is satisfied meets the requirements of clause 9.1.2(a); and

8.3.2 develop a ratification process referred to clause 9.1.2(b) that is approved by the Crown.

9 CONDITIONS

Entry into deed of settlement conditional

9.1 The Crown's entry into the deed of settlement is subject to –

9.1.1 Cabinet agreeing to the settlement and the redress; and

9.1.2 the Crown being satisfied Ngāti Hauā have –

(a) established a governance entity that –

(i) is appropriate to receive the redress; and

(ii) provides, for Ngāti Hauā, –

(I) appropriate representation; and

(II) transparent decision-making and dispute resolution processes; and

(III) full accountability; and

AGREEMENT IN PRINCIPLE

- (b) approved, by a ratification process approved by the Crown, –
 - (i) the governance entity to receive the redress; and
 - (ii) the settlement on the terms provided in the deed of settlement; and
 - (iii) signatories to sign the deed of settlement on behalf of Ngāti Hauā.

Settlement conditional on settlement legislation

- 9.2 The deed of settlement is to provide that the settlement is conditional on settlement legislation coming into force although some provisions may be binding on and from the date the deed of settlement is signed.

10 GENERAL

Nature of this agreement in principle

- 10.1 This agreement in principle –
- 10.1.1 is entered into on a without prejudice basis; and
 - 10.1.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal; and
 - 10.1.3 is non-binding; and
 - 10.1.4 does not create legal relations.

Termination of this agreement in principle

- 10.2 The Crown or the mandated negotiators, on behalf of Ngāti Hauā, may terminate this agreement in principle by notice to the other.
- 10.3 Before terminating this agreement in principle, the Crown or the mandated negotiators, as the case may be, must give the other at least 20 business days notice of an intention to terminate.
- 10.4 This agreement in principle remains without prejudice even if it is terminated.

Definitions

- 10.5 In this agreement in principle –

AGREEMENT IN PRINCIPLE

10.5.1 the terms defined in the definitions schedule have the meanings given to them by that schedule; and

10.5.2 all parts of speech, and grammatical forms, of a defined term have a corresponding meaning.

Interpretation

10.6 In this agreement in principle -

10.6.1 headings are not to affect its interpretation; and

10.6.2 the singular includes the plural and vice versa.

10.7 Provisions in –

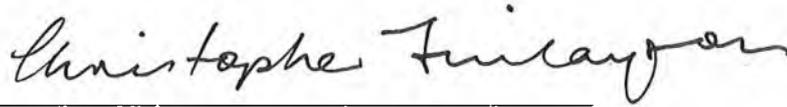
10.7.1 the schedules to this agreement in principle are referred to as paragraphs; and

10.7.2 other parts of this agreement are referred to as clauses.

AGREEMENT IN PRINCIPLE

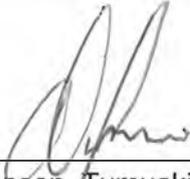
SIGNED on 19 February 2013

SIGNED for and on behalf of the Crown:



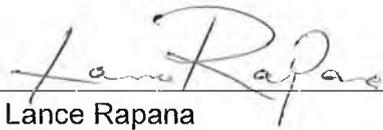
Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

SIGNED for and on behalf of Ngāti Hauā:

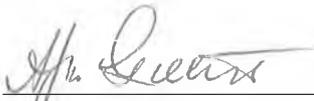


Anaru Thompson, Tumuaki

SIGNED for and on behalf of the Ngāti Hauā Trust Board:



Lance Rapana
Co-Chair, Trustee



Mokoro Gillett
Co-Chair, Trustee



Bob Penetito
Advisor, Trustee

SCHEDULES

1 DEFINITIONS

Historical claims

1.1 The deed of settlement will provide that **historical claims** -

1.1.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that the Ngāti Hauā, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that -

(a) is, or is founded on, a right arising -

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

(ii) under legislation; or

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

(iv) from fiduciary duty; or

(v) otherwise; and

(b) arises from, or relates to, acts or omissions before 21 September 1992 -

(i) by, or on behalf of, the Crown; or

(ii) by or under legislation; and

1.1.2 includes every claim to the Waitangi Tribunal to which paragraph 1.1.1 applies that relates exclusively to Ngāti Hauā or a representative entity, including the following claims:

(a) Wai 306 – Ngāti Hauā Land claim; and

(b) Wai 1017 – Ngāti Hauā Land and Resources claim;

1.1.3 includes every claim to which paragraph 1.1.1 applies, to the extent that such claims are non-raupatu claims, and to the extent that such claims have not already been settled by the Waikato Raupatu Claims Settlement Act 1995 and the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010.

1.1.4 However, historical claims does not include the following claims -

(a) a claim that a member of Ngāti Hauā, or a whānau, hapū, or group referred to in paragraph 1.3.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in paragraph 1.3.1; or

AGREEMENT IN PRINCIPLE

- (b) a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 1.1.4(a).

1.2 The deed of settlement will, to avoid doubt, provide paragraph 1.1.1 is not limited by paragraphs 1.1.2 or 1.1.3.

Ngāti Hauā

1.3 The deed of settlement will provide that Ngāti Hauā means -

1.3.1 the collective group composed of individuals who descend from one or more of the Ngāti Hauā ancestors; and

1.3.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in paragraph 1.3.1, including:

- (a) Ngāti Te Oro;
- (b) Ngāti Werewere;
- (c) Ngāti Waenganui;
- (d) Ngāti Te Rangitaupi; or
- (e) Ngāti Rangi Tawhaki; and

1.3.3 every individual referred to in paragraph 1.3.1.

1.4 The deed of settlement will provide, for the purposes of paragraph 1.3.1 -

1.4.1 a person is **descended** from another person if the first person is descended from the other by -

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Ngāti Hauā tikanga (customary values and practices); and

1.4.2 **Ngāti Hauā ancestor** means an individual who exercised customary rights by virtue of their being descended from:

- (a) Hauā; or
- (b) a recognised ancestor of any group referred to in paragraph 1.3.2 above; and
- (c) who exercised customary rights predominantly in relation to the area of interest at any time after 6 February 1840; and

AGREEMENT IN PRINCIPLE

1.4.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices) including -

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources.

Other definitions

1.5 In this agreement in principle –

area of interest means the area identified as the area of interest in the attachment; and

business day means a day that is not –

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour day; or
- (c) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (d) a day that is observed as the anniversary of the province of –
 - (i) Wellington; or
 - (ii) Auckland; and

commercial redress property means each property described as a commercial redress property in the deed of settlement; and

conservation document means a national park management plan, conservation management strategy, or conservation management plan; and

Crown has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

Crown leaseback, in relation to a leaseback commercial redress property, means the lease to be entered into by the governance entity and the Crown under clause 6.3.2; and

Crown redress -

- (a) means redress –
 - (i) provided by the Crown to the governance entity; or
 - (ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and

AGREEMENT IN PRINCIPLE

- (b) includes any right of the governance entity under the settlement documentation –
 - (i) to acquire a deferred selection property; or
 - (ii) of first refusal in relation to RFR land; but
- (c) does not include
 - (i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property or RFR land; or
 - (ii) a deferred selection property or RFR land; or
 - (iii) any on-account payment made before the date of this deed or to entities other than the governance entity; and

cultural redress means the redress to be provided under the settlement documentation referred to in part 5; and

cultural redress property means each property described as a cultural redress property in the deed of settlement; and

deed of settlement means the deed of settlement to be developed under clause 2.1.2; and

deferred selection property means each property described as a deferred selection property in the deed of settlement; and

disclosure information means-

- (a) in relation to a redress property, the information provided by the Crown to the governance entity under clause 8.1; and
- (b) in relation to a purchased deferred selection property, the disclosure information about the property the deed of settlement requires to be provided by the Crown to the governance entity; and

encumbrance, in relation to a property, means a lease, tenancy, licence, easement, covenant, or other right or obligation affecting that property; and

financial and commercial redress means the redress to be provided under the settlement documentation referred to in part 6; and

financial and commercial redress amount means the amount referred to as the financial and commercial redress amount in the redress schedule; and

governance entity means the governance entity to be formed by Ngāti Hauā under clause 8.3.1; and

AGREEMENT IN PRINCIPLE

leaseback commercial redress property means a potential commercial redress property that the redress schedule identifies as a leaseback property; and

leaseback property means each leaseback commercial redress property; and

mandated negotiators means –

- (a) the following individuals:
 - (i) Mokoro Gillett, Waharoa, School Principal;
 - (ii) Lance Rapana, Waharoa, Project Manager; and
 - (iii) Willie Te Aho, Hamilton, Director; and

on-account payment means the payment referred to as an on-account payment in the redress schedule; and

party means each of Ngāti Hauā and the Crown; and

potential commercial redress property means each property described as a potential commercial redress property in the redress schedule; and

potential cultural redress property means each property described as a potential cultural redress property in the redress schedule; and

potential deferred selection property means each property described as a potential deferred selection property in the redress schedule; and

potential RFR land means the land described as potential RFR land in the redress schedule; and

purchased deferred selection property means each deferred selection property in relation to which the governance entity and the Crown are to be treated under the deed of settlement as having entered into an agreement for its sale and purchase; and

redress means the following to be provided under the settlement documentation –

- (a) the Crown's acknowledgment and apology referred to in clause 3.1:
- (b) the financial and commercial redress;
- (c) the cultural redress; and

redress property means-

- (a) each cultural redress property; and
- (b) each commercial redress property; and

AGREEMENT IN PRINCIPLE

redress schedule means schedule 5; and

representative entity means a person or persons acting for or on behalf of Ngāti Hauā; and

resumptive memorial means a memorial entered on a certificate of title or computer register under any of the following sections:

- (a) 27A of the State-Owned Enterprises Act 1986;
- (b) 211 of the Education Act 1989;
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

RFR means the right of first refusal referred to in clause 6.6; and

RFR land means the land referred to as RFR land in the deed of settlement; and

separate valuation property has the meaning given to that term by paragraph 4.1; and

settlement means the settlement of the historical claims under the settlement documentation; and

settlement date means the date that is 20 business days after the date on which the settlement legislation comes into force; and

settlement document means a document to be entered into by the Crown to give effect to the deed of settlement; and

settlement documentation means the deed of settlement and the settlement legislation; and

settlement legislation means the legislation giving effect to the deed of settlement; and

settlement property means -

- (a) each cultural redress property; and
- (b) each commercial redress property; and
- (c) each deferred selection property; and
- (d) any RFR land; and

statutory area means an area referred to in the redress schedule as a statutory area; and

AGREEMENT IN PRINCIPLE

tax indemnity means the indemnity to be provided in the deed of settlement under clauses 7.3 and 7.4; and

Treaty of Waitangi means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975; and

valuation date has the meaning given to it by clause 4.1 in relation to a separate valuation property.

AGREEMENT IN PRINCIPLE

2 SETTLEMENT TERMS

Rights unaffected

- 2.1 The deed of settlement is to provide that, except as provided in the settlement documentation, the rights and obligations of the parties will remain unaffected.

Acknowledgments

- 2.2 Each party to the deed of settlement is to acknowledge in the deed of settlement that –
- 2.2.1 the settlement represents the result of intensive negotiations conducted in good faith and in the spirit of co-operation and compromise; but
 - 2.2.2 full compensation for all losses and prejudice suffered by Ngāti Hauā is not possible; and
 - 2.2.3 Ngāti Hauā intends their foregoing of full compensation to contribute to New Zealand's development; and
 - 2.2.4 the settlement is intended to enhance the ongoing relationship between Ngāti Hauā and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 2.3 Ngāti Hauā is to acknowledge in the deed of settlement that –
- 2.3.1 taking all matters into consideration (some of which are specified in paragraph 3.2), the settlement is fair in the circumstances; and
 - 2.3.2 the redress –
 - (a) is intended to benefit Ngāti Hauā collectively; but
 - (b) may benefit particular members, or particular groups of members, of Ngāti Hauā if the governance entity so determines in accordance with the governance entity's procedures.

Implementation

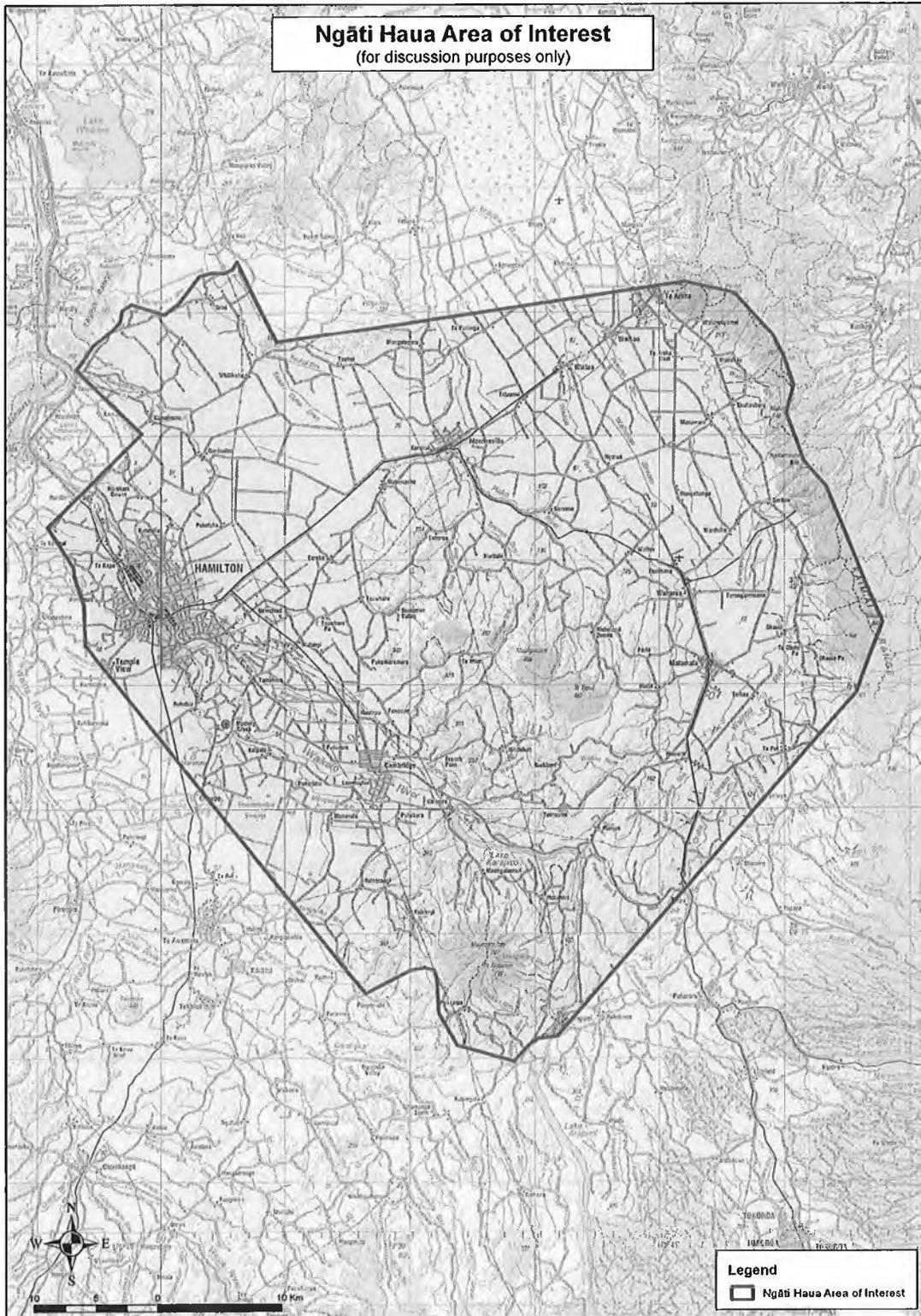
- 2.4 The deed of settlement is to provide the settlement legislation will, on terms agreed by the parties (based on the terms in recent settlement legislation), –
- 2.4.1 settle the historical claims; and
 - 2.4.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
 - 2.4.3 provide that certain enactments do not apply -
 - (a) to a redress property, a purchased deferred selection property, or any RFR land; or
 - (b) for the benefit of Ngāti Hauā or a representative entity; and

AGREEMENT IN PRINCIPLE

- 2.4.4 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for, the settlement properties (including, in specified circumstances, from the title to a deferred selection property); and
 - 2.4.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not apply to any settlement document; and
 - 2.4.6 require the Secretary for Justice to make copies of the deed of settlement publicly available.
- 2.5 The deed of settlement is to provide –
- 2.5.1 the governance entity must use its best endeavours to ensure every historical claim is discontinued by the settlement date or as soon as practicable afterwards; and
 - 2.5.2 the Crown may:-
 - (c) cease any land bank arrangement in relation to Ngāti Hauā, the governance entity, or any representative entity, except to the extent necessary to comply with its obligations under the deed;
 - (d) after the settlement date, advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement.

ATTACHMENTS

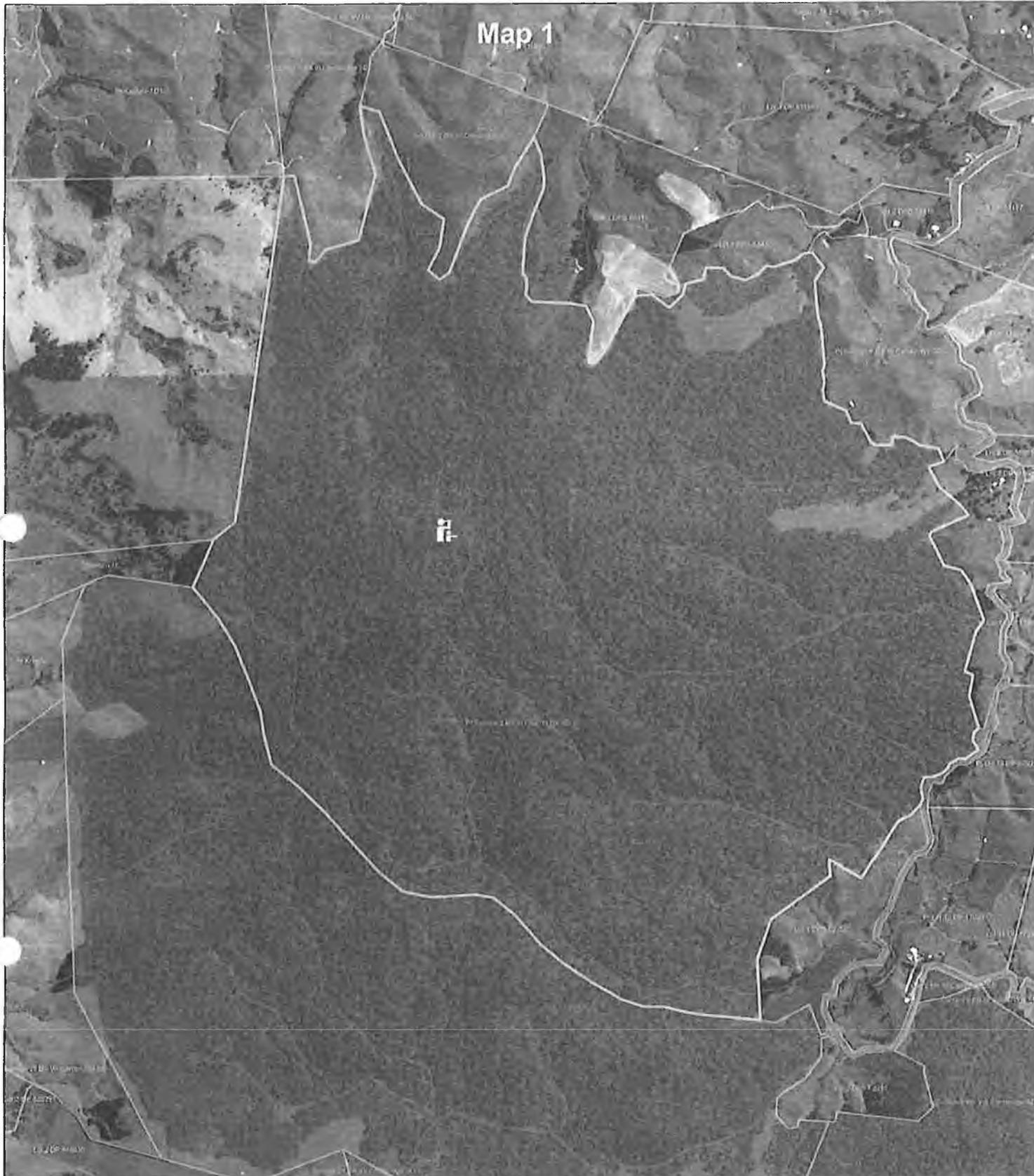
A. AREA OF INTEREST



**B. LOCALITY MAPS FOR POTENTIAL CULTURAL REDRESS
PROPERTIES**

The maps indicate the general locations of the relevant properties but are for information purposes only and do not show their boundaries.

Map 1



Legend

----- Tracks

Ngati Hau Potential Sites

□ Ngati Hau Potential Sites

CRS Parcel Boundaries

Parcel

■ Road

— Waterways

■ DOC Public Conservation Land

Part Te Tapui Scenic Reserve

Area Size: 629.089 ha

For Discussion Purposes Only
Confidential and without Prejudice

Date: 18/02/2013

SPOTMap Imagery used
from SPOT Imaging Services
(Dated 2009)



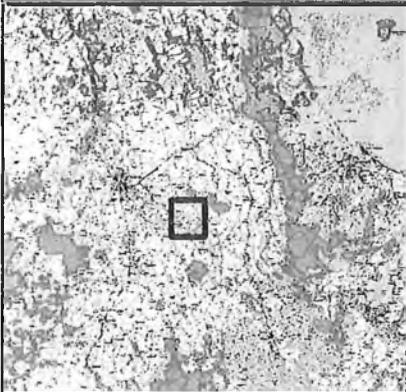
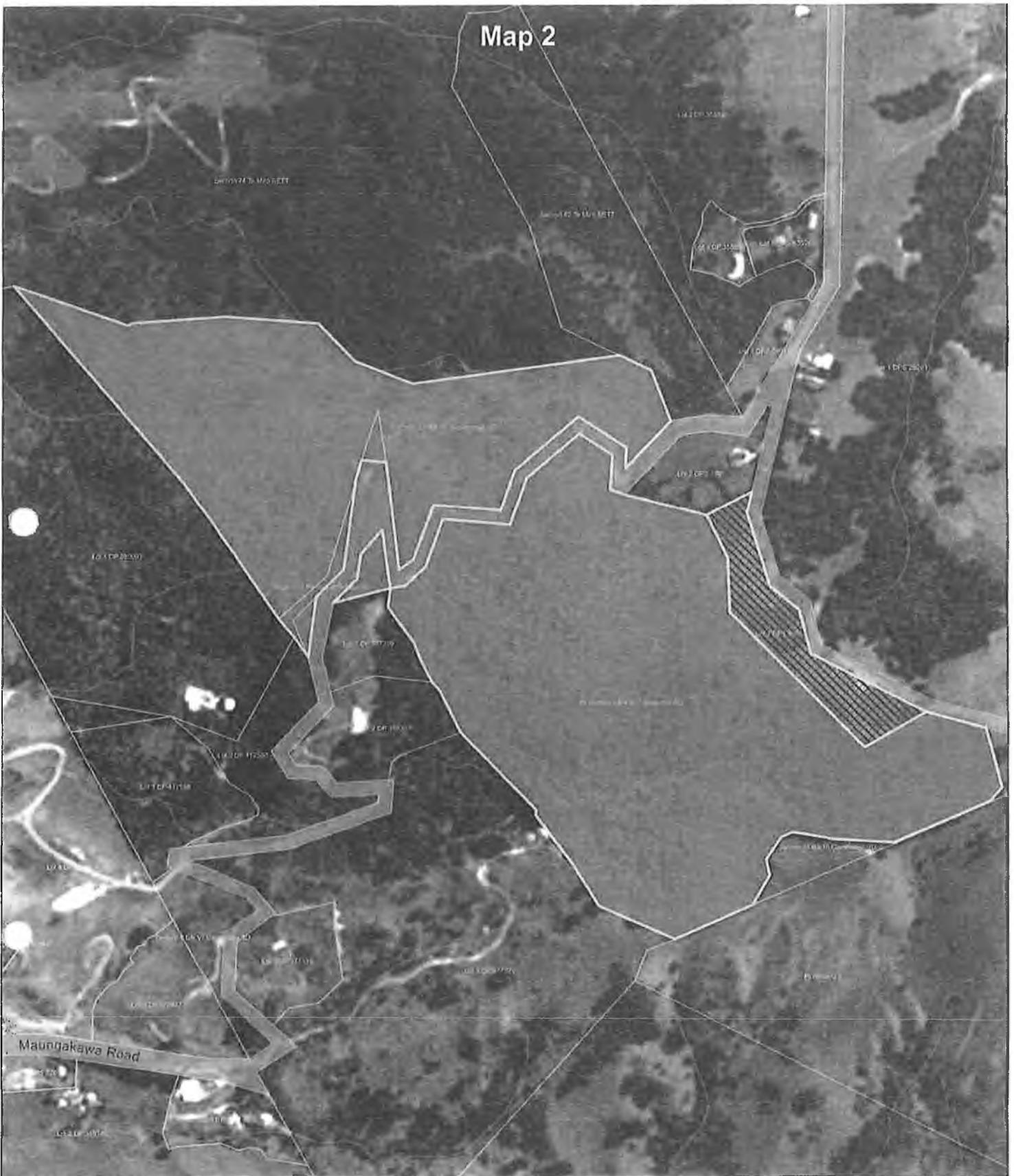
0 150 300 600 m



Department of
Conservation
Te Papa Atawhai

newzealand.govt.nz

Map 2



Legend

Ngati Haua Potential Sites

Maungakawa Scenic Reserve

 Gudex Memorial Park Historic Site Reserve

CRS Parcel Boundaries

 Parcel

 Road

 Waterways

 DOC Public Conservation Land

Maungakawa Scenic Reserve (51.4583 ha) & Gudex Memorial Park Historic Site Reserve (2.8328 ha)

For Discussion Purposes Only
Confidential and without Prejudice

Date: 18/02/2013

SPOTMap Imagery used
from SPOT Imaging Services
(Dated 2009)



0 15 30 60
km



Department of
Conservation
Te Papa Atawhai

newzealand.govt.nz

Map 3



Legend

Ngati Haua Potential Sites

 Gordon Gow Scenic Reserve

CRS Parcel Boundaries

-  Parcel
-  Road
-  Waterways
-  DOC Public Conservation Land

Gordon Gow Scenic Reserve

Area Size: 7.3981 ha

For Discussion Purposes Only
Confidential and without Prejudice

Date: 18/02/2013
Imagery from Bing
(date unknown)



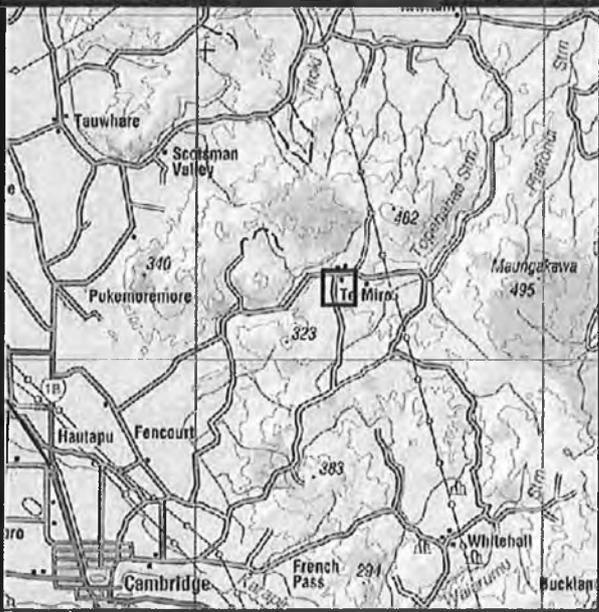
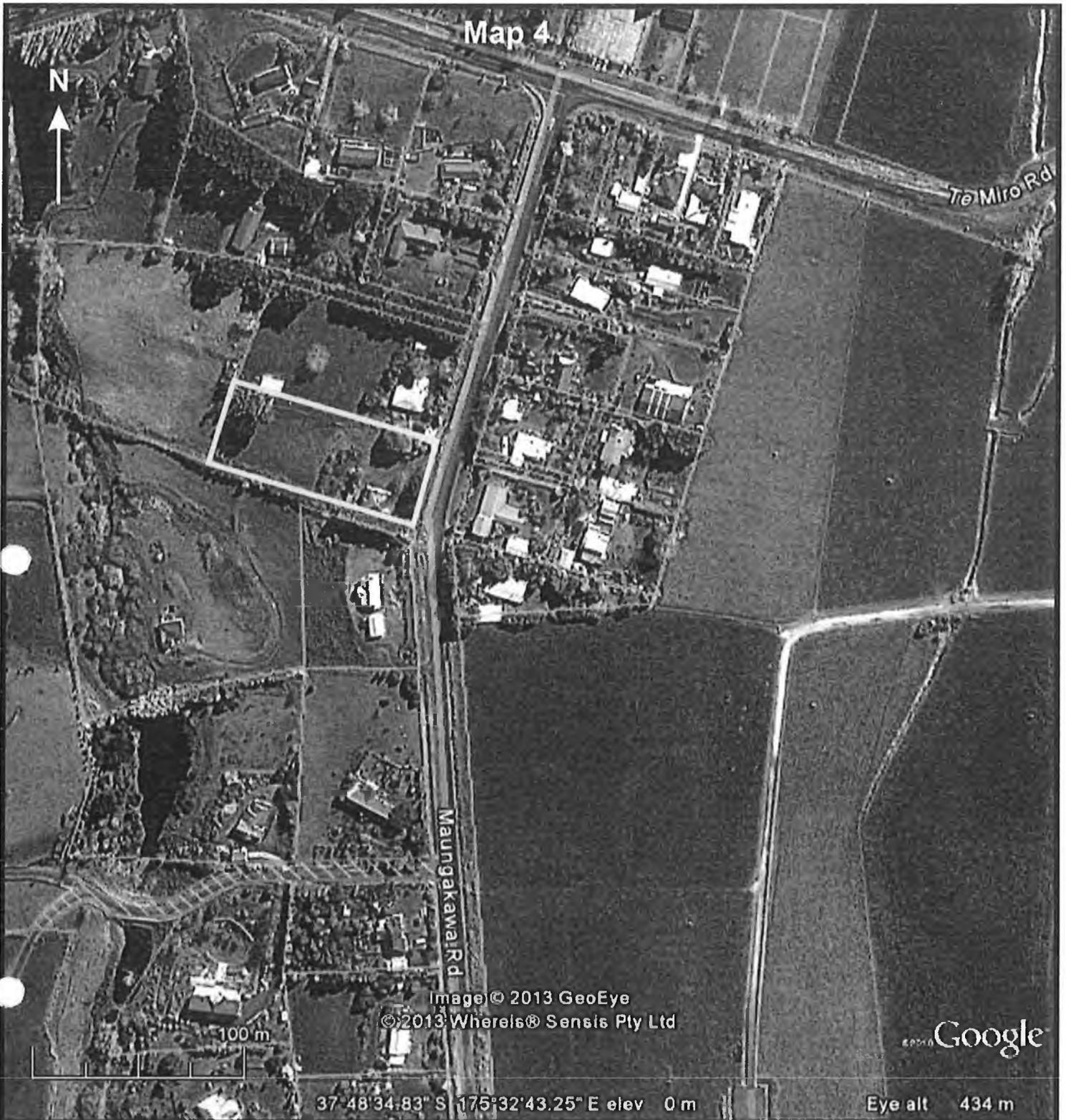
0 20 40 80 m



Department of
Conservation
Te Papa Atawhai

newzealand.govt.nz

Map 4



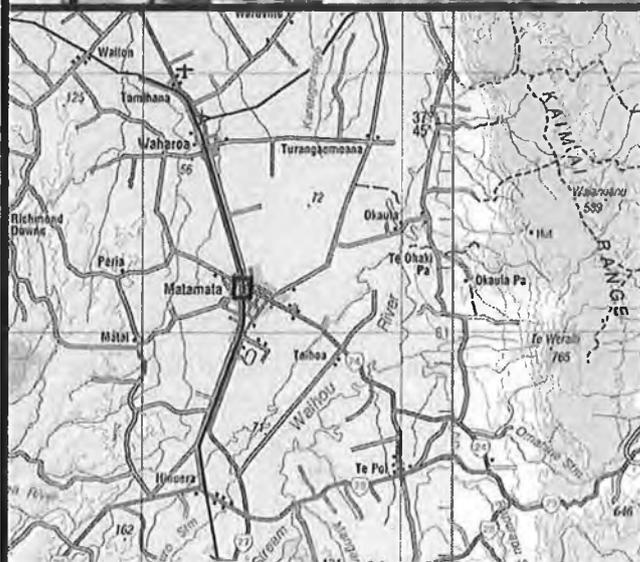
Legend
Ngati Haua Potential Sites

1199 Maungakawa Road, Te Miro

Legal Description: 0.4046 hectares, more or less, being Section 33 Te Miro Township. All Computer Freehold Register 450839.

Date: 13th February 2013

1199 Maungakawa Road, Te Miro
Office of Treaty Settlements



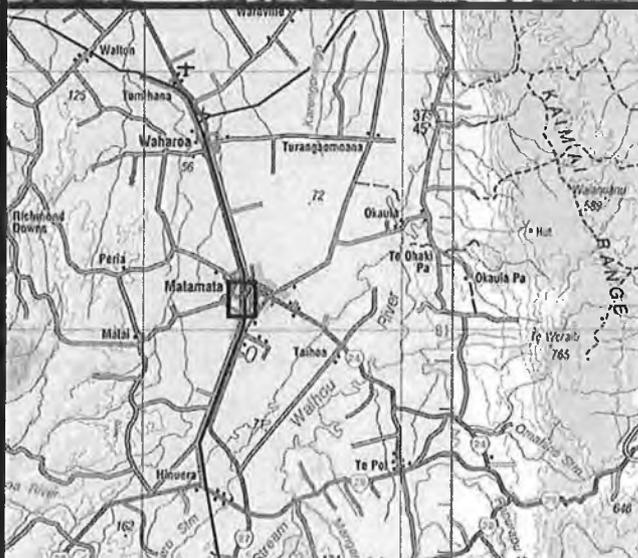
Legend
Ngati Hauhau Potential Sites

53 Firth Street,
 Matamata

Legal Description: 0.1272 hectares, more or less, being Section 8 Block II Matamata Township. All Gazette Notice 6713865.1.

Date: 13th February 2013

53 Firth Street, Matamata
 Office of Treaty Settlements



Legend

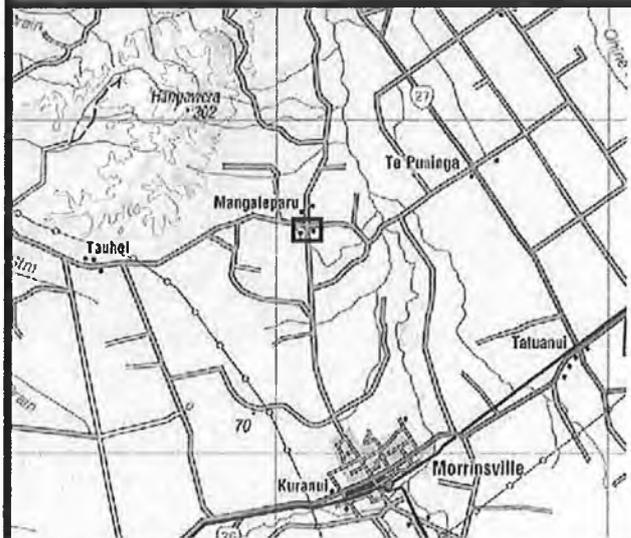
Ngati Hauhau Potential Sites

72 Firth Street,
Matamata

Legal Description: 0.8522 hectares, more or less, being Lot 4 DPS 86435. All Computer Freehold Register SA 68B/781. 0.2380 hectares, more or less being Lot 6 DPS 86435. All Computer Freehold Register SA68B/782.

Date: 13th February 2013

72 Firth Street, Matamata
Office of Treaty Settlements



Legend

Ngati Haua Potential Sites
(subject to resolution of overlapping claims)

Former Mangateparu School

Date: 13th February 2013

Legal Description: 2.0234 hectares, more or less, being Section 61 Mangateparu Settlement. All Computer Freehold Register 252703.

Former Mangateparu School
Office of Treaty Settlements