

**Ngāti Rangiteaorere Claims Committee and
THE CROWN**

**AGREEMENT IN PRINCIPLE
TO SETTLE
HISTORICAL CLAIMS**

6 October 2011

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1 BACKGROUND

Mandate and terms of negotiation

- 1.1 The Crown recognised the mandate of the Ngāti Rangiteaorere Claims Committee on 17 July 2009 to negotiate the settlement of the outstanding historical Treaty of Waitangi claims of Ngāti Rangiteaorere.
- 1.2 On 25 July 2009, the Ngāti Rangiteaorere Claims Committee, Te Maru o Ngāti Rangiwewehi, and the Tapuika Iwi Authority signed amended terms of negotiation under the Ngā Punawai o Te Tokotoru Collective, in which the parties agreed the scope, objectives, and general procedures for the negotiations.

Nature and scope of deed of settlement agreed

- 1.3 The Ngāti Rangiteaorere Claims Committee mandated negotiators and the Crown have agreed, in principle, the nature and scope of the deed of settlement.
- 1.4 This agreement in principle records that agreement.

Approval and signing of this agreement in principle

- 1.5 The Ngāti Rangiteaorere Claims Committee have –
 - 1.5.1 approved this agreement in principle; and
 - 1.5.2 authorised the mandated negotiators to sign it on their behalf.

2 AGREEMENT IN PRINCIPLE

- 2.1 The Ngāti Rangiteaorere Claims Committee 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 the Ngāti Rangiteaorere Claims Committee, the governance entity, and the Crown.
- 2.2 Ngāti Rangiteaorere, Tapuika, and Ngāti Rangiwewehi are negotiating under the banner of Ngā Punawai o Te Tokotoru. However, each iwi will enter into separate agreements in principle and deeds of settlement, which will be implemented by separate settlement legislation.

3 HISTORICAL ACCOUNT, ACKNOWLEDGEMENT, AND APOLOGY

- 3.1 The deed of settlement is to include –
- 3.1.1 an agreed account of the historical relationship between Ngāti Rangiteaorere and the Crown;
 - 3.1.2 the Crown's acknowledgement of its breaches of the Treaty of Waitangi referred to in the historical account; and
 - 3.1.3 a Crown apology for those breaches of the Treaty of Waitangi.

4 SETTLEMENT

Settlement of historical claims

- 4.1 The deed of settlement is to provide that, on and from the settlement date –
- 4.1.1 the historical claims of Ngāti Rangiteaorere are settled; and
 - 4.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 4.1.3 the settlement is final.
- 4.2 The definitions of the historical claims, and of Ngāti Rangiteaorere, are to be based on the definitions of those terms in schedule 1.

Terms of settlement

- 4.3 The terms of the settlement provided in the deed of settlement are to be –
- 4.3.1 those in schedule 3; and
 - 4.3.2 any additional terms agreed by the parties.

Redress

- 4.4 The deed of settlement is to provide for redress in accordance with this agreement in principle.
- 4.5 However, the deed of settlement will include –
- 4.5.1 redress contemplated by this agreement in principle only if any overlapping

claim issues in relation to that redress have been addressed to the Crown's satisfaction; and

- 4.5.2 a property that this agreement in principle specifies as a potential cultural redress property, only if the Crown provides final written confirmation to the Ngāti Rangiteaorere Claims Committee that that property is available for settlement.
- 4.6 If the Crown does not provide final written confirmation under clause 4.5.2 in relation to a property, it is not obliged to substitute another property.

Transfer or vesting of settlement properties

- 4.7 The settlement documentation is to provide that the vesting or transfer of –
- 4.7.1 a redress property will be subject to –
- (a) any further identification and/or survey required; and
 - (b) Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise); and
 - (c) sections 10 and 11 of the Crown Minerals Act 1991; and
 - (d) any relevant provisions included in the settlement documentation; and
- 4.7.2 a redress property will be subject to any encumbrance or right that –
- (a) the disclosure information for that property provides will exist at the settlement date; or
 - (b) the settlement documentation requires to be created on or before the settlement date; or
 - (c) is entered into on or before the settlement date in accordance with the settlement documentation.

5 CULTURAL REDRESS

Statutory acknowledgement

- 5.1 The deed of settlement is to provide for the settlement legislation to –
- 5.1.1 provide the Crown's acknowledgement of the statements by Ngāti Rangiteaorere of the particular cultural, spiritual, historical, and traditional association Ngāti Rangiteaorere has with each of the areas described in schedule 4 as statutory areas, to the extent those areas are owned and

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managed by the Crown (the statements are known as statements of association); and

- 5.1.2 require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement; and
- 5.1.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area; and
- 5.1.4 enable the governance entity, and any member of Ngāti Rangiteaorere to cite the statutory acknowledgement as evidence of the association Ngāti Rangiteaorere has with a statutory area.

Deed of recognition

- 5.2 The deed of settlement is to require that, on the settlement date, the Crown provide the governance entity with the deed of recognition referred to in schedule 4.
- 5.3 The deed of recognition will relate to the statutory areas referred to in clause 5.2, to the extent those areas are owned and managed by the Crown.
- 5.4 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 an statutory area, referred to in clause 5.2 to –
 - 5.4.1 consult the governance entity; and
 - 5.4.2 have regard to its views concerning the association Ngāti Rangiteaorere has with the statutory area as described in a statement of association.

Protocols

- 5.5 The deed of settlement is to require that, on the settlement date, the responsible Minister issue the governance entity with the protocols referred to in schedule 4.
- 5.6 A protocol will provide for the Crown's interaction with the governance entity in relation to specified matters.

Ministry of Agriculture and Forestry Letter of Recognition

- 5.7 The deed of settlement will provide for the Director-General of the Ministry of Agriculture and Forestry to write a letter of recognition to the governance entity, as referred to in schedule 4.

Letters of introduction

- 5.8 The deed of settlement will provide for the Minister of Treaty of Waitangi Negotiations to write letters of introduction to the entities listed in schedule 4.

Potential new and altered geographic names

- 5.9 The deed of settlement is to provide for the settlement legislation to –
- 5.9.1 assign to the geographic features identified in the deed, the geographic names specified in schedule 4 as potential new geographic names that the parties agree to; and
- 5.9.2 alter the existing geographic names identified in the deed, to the potential new geographic names specified in schedule 4, if the parties agree.

Potential cultural redress properties

- 5.10 The deed of settlement is to provide that the settlement legislation will vest in the governance entity on the settlement date those of the properties described in schedule 4 as potential cultural redress properties that the parties agree are to be cultural redress properties.
- 5.11 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 schedule 4.

Cultural redress: non-exclusive

- 5.12 The Crown may do anything that is consistent with the cultural redress contemplated by this agreement in principle. Where cultural redress is not exclusive (for example statutory acknowledgements, deeds of recognition, protocols, letters of introduction), the Crown can enter into, and give effect to, another settlement that provides for the same or similar cultural redress.
- 5.13 However, the Crown must not enter into another settlement with another iwi that provides for the same redress where that redress is offered exclusively to the Ngāti Rangiteaorere Claims Committee.

Memorandum of understanding

- 5.14 The Ngāti Rangiteaorere Claims Committee and the Rotorua District Council entered into an interim memorandum of understanding on 22 September 2010. This is set out in schedule 5.
- 5.15 Once the governance entity has been formed, the governance entity and the Rotorua District Council will sign the final memorandum of understanding.

Ongoing work

- 5.16 The Crown agrees to continue work on a number of matters of importance to Ngāti Rangiteaorere between the signing of the agreement in principle and the initialling of the deed of settlement. These matters are outlined in schedule 6.

6 FINANCIAL AND COMMERCIAL REDRESS

Financial and commercial redress amount

- 6.1 The deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the financial redress amount specified in schedule 4 less the on-account payment specified in schedule 4.

Potential commercial redress properties: Right of First Refusal

- 6.2 The settlement documentation is to provide that –
- 6.2.1 The governance entity has a right of first refusal (an **RFR**) in relation to a disposal by the Crown or a Crown body of the land described in schedule 4 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
- 6.2.2 the RFR will apply for 171 years from the settlement date.

Crown Agreed Proportion

- 6.3 Since April 2010 discussions have been ongoing to secure agreement to a defined process for resolving the Crown Agreed Proportion (**CAP**).
- 6.4 Text agreed between Ngāti Rangiteaorere and the Crown that describes the process for allocating the Crown Agreed Proportion is set out in schedule 7.

7 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 financial and commercial redress amount, less any on-account payment, provided the deed of settlement is initialled by 30 June 2012 –

7.1.1 for the period –

- (a) beginning on the date of this agreement in principle; and
- (b) ending on the day before the settlement date; and

7.1.2 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.

7.2 If the deed of settlement is not initialled by 30 June 2012, the deed will provide for the Crown to pay to the governance entity on the settlement date, interest on the financial and commercial redress amount less any on-account payment,

7.2.1 for the period –

- (a) beginning on the date of this agreement in principle; and
- (b) ending on 30 June 2012; and
- (c) recommencing from the date the deed of settlement is initialled; and
- (d) ending on the day before settlement day; and

7.2.2 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.

7.3 The interest is to be –

7.3.1 subject to any tax payable; and

7.3.2 payable after withholding any tax required by legislation to be withheld.

8 TAX

8.1 Subject to the Minister of Finance's consent, the deed of settlement is to provide that the Crown must indemnify the governance entity for –

8.1.1 any GST or income tax payable in respect of the provision of Crown redress; and

- 8.1.2 any gift duty payable in respect of –
 - (a) cultural redress; or
 - (b) the right to purchase RFR land.
- 8.2 The governance entity agrees that neither it, nor any other person, will claim with respect to the provision of Crown redress –
 - 8.2.1 an input credit for GST purposes; or
 - 8.2.2 a deduction for income tax purposes.

9 NEXT STEPS

Disclosure information

- 9.1 The Crown will, as soon as reasonably practicable, prepare, and provide to the Ngāti Rangiteaorere Claims Committee, disclosure information in relation to each potential cultural redress property.

Resolution of outstanding matters

- 9.2 The parties will work together in good faith 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,
 - 9.2.1 the historical account; and
 - 9.2.2 the Crown's acknowledgement and apology; and
 - 9.2.3 the cultural redress properties and the RFR land from the potential properties or land provided in schedule 4; and
 - 9.2.4 the new and altered geographic names from the potential names in schedule 4; and
 - 9.2.5 the terms of the following (which will, where appropriate, be based on the terms applying in other recent Treaty settlements):
 - (a) the cultural redress;
 - (b) the RFR, including the circumstances in which RFR land may be disposed of without the RFR applying;
 - (c) the tax indemnity;

(d) the Crown Agreed Proportion; and

9.2.6 the following documents:

- (a) the statements of association of Ngāti Rangiteaorere with each of the statutory areas;
- (b) the deed of recognition;
- (c) the protocols;
- (d) the Ministry of Agriculture and Forestry letter of recognition;
- (e) the settlement legislation; and

9.2.7 all other necessary matters.

Development of governance entity and ratification process

9.3 The Ngāti Rangiteaorere Claims Committee will, as soon as reasonably practicable, -

9.3.1 form a single governance entity that the Crown is satisfied meets the requirements of clause 10.1.2 (a); and

9.3.2 develop a ratification process referred to clause 10.1.2(b) that is approved by the Crown.

10 CONDITIONS

Entry into deed of settlement conditional

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

10.1.1 Cabinet agreeing to the settlement and the redress; and

10.1.2 the Crown being satisfied Ngāti Rangiteaorere has –

- (a) established a governance entity that –
 - (i) is appropriate to receive the redress; and
 - (ii) provides, for Ngāti Rangiteaorere –
 - (I) appropriate representation; and

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- (II) transparent decision-making and dispute resolution processes; and
 - (III) full accountability; and
- (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 Rangiteaorere.

Settlement conditional on settlement legislation

- 10.2 The deed of settlement is to provide that the settlement is conditional on settlement legislation coming into force.
- 10.3 However, some of the provisions of the deed of settlement may be binding from its signing.

11 GENERAL

Nature of this agreement in principle

- 11.1 This agreement in principle –
- 11.1.1 is entered into on a without prejudice basis; and
 - 11.1.2 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
 - 11.1.3 is non-binding; and
 - 11.1.4 does not create legal relations.

Termination of this agreement in principle

- 11.2 The Crown or the mandated negotiators, on behalf of Ngāti Rangiteaorere, may terminate this agreement in principle by notice to the other.
- 11.3 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.

11.4 This agreement in principle remains without prejudice even if it is terminated.

Definitions

11.5 In this agreement in principle –

11.5.1 the terms defined in schedule 1 have the meanings given to them by that schedule; and

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

Interpretation

11.6 In this agreement in principle –

11.6.1 headings are not to affect its interpretation; and

11.6.2 the singular includes the plural and vice versa.

11.7 Provisions in –

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

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

SIGNED this day of 2011

SIGNED for and on behalf of THE CROWN by

Christopher Finlayson

Hon Christopher Finlayson
The Minister for Treaty of Waitangi Negotiations

Pete R. Scoble
Patsy Reddy

SIGNED for and on behalf
of **Ngāti Rangiteaorere** by
the mandated negotiators



Tai Whanake Eru Morehu, Co-Chair
Ngāti Rangiteaorere Claims Committee



Kereama Pene, Co-Chair
Ngāti Rangiteaorere Claims Committee



Donna Hall
Ngāti Rangiteaorere Claims Committee

Bill Kingi
Ngāti Rangiteaorere Claims Committee

Herbie Hapeta Junior
Ngāti Rangiteaorere Claims Committee

Rangimahuta Easthope
Ngāti Rangiteaorere Claims Committee

WITNESSES:

Kara Kerehaka

Ruhi Hauia



SCHEDULES

SCHEDULE 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 Ngāti Rangiteaorere, 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 Rangiteaorere or a representative entity, including the following claims:

- (a) Wai 32;
- (b) Wai 564;
- (c) Wai 936;
- (d) Wai 1374; and

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- 1.1.3 includes every other claim to the Waitangi Tribunal to which paragraph 1.1.1 applies, so far as it relates to Ngāti Rangiteaorere or a representative entity, including the following claims:
- (a) Wai 1200;
 - (b) Wai 1452;
 - (c) Wai 153 (consolidated geothermal claims); but
- 1.1.4 does not include the following claims –
- (a) a claim that a member of the settling group, 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:
 - (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 Rangiteaorere

- 1.3 In the deed of settlement Ngāti Rangiteaorere means –
- 1.3.1 the collective group composed of:
- (a) individuals who descend from the tupuna Rangiteaorere; and
 - (b) Individuals who are members of the groups referred to in paragraph 1.3.3;
- 1.3.2 every individual referred to in paragraph 1.3.1; and
- 1.3.3 includes the following groups:
- (a) Te Kiri Karamu (Atutahi/Te Ngahoa);
 - (b) Ratema, Taiapua;
 - (c) Hapeta/ Hoani Atutahi;
 - (d) Tamihana/ Te Atetini;
 - (e) Rangitarahae/Kereopa;

- (f) Erepeta;
 - (g) Ranapiri/ Wihau/ Tokooterangi; and
- 1.3.4 every whānau, hapū or group of individuals composed of individuals referred to in paragraph 1.3.1.
- 1.4 **Ngāti Rangiteaorere tupuna** means an individual who:
- 1.4.1 exercised Customary Rights by virtue of being descended from:
 - (a) Rangiteaorere; or
 - (b) a recognised ancestor of any of the groups referred to in paragraph 1.3.3;
 - 1.4.2 exercised the Customary Rights predominately in relation to the area of interest at any time after 6 February 1840.
- 1.5 For the purpose of paragraph 1.4.1, Customary Rights means rights according to Tikanga Māori (Māori customary values and practices) including:
- 1.5.1 rights to occupy land; and
 - 1.5.2 rights in relation to the use of land or other natural or physical resources.
- 1.6 **Member of Ngāti Rangiteaorere** means every individual referred to in paragraph 1.3.1.

Other definitions

- 1.7 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

CNI Forests Land has the meaning as defined in Part 13 of the CNI Collective Deed of Settlement 2008; and

CNI Iwi Holdings Limited has the meaning as defined in Part 13 of the CNI Collective Deed of Settlement 2008; and

CNI Iwi Holdings Trust has the meaning as defined in Part 13 of the CNI Collective Deed of Settlement 2008; and

the Collective has the meaning as defined in Part 1 of the CNI Collective Deed of Settlement 2008; and

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

Crown Agreed Proportion has the meaning as defined in Part 13 of the CNI Collective Deed of Settlement 2008; 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

(b) includes any right of the governance entity under the settlement documentation 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 RFR land; or

(ii) RFR land; or

(iii) the on-account payment; and

cultural redress means the redress to be provided under the settlement documentation referred to in schedule 4; 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

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disclosure information means in relation to a redress property, the information provided by the Crown to the governance entity under clause 9.1; and

encumbrance, in relation to a property, means a lease, tenancy, licence, easement, covenant, or other right 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 redress amount means the amount referred to as the financial and commercial redress amount in schedule 4; and

governance entity means the governance entity to be formed by the Ngāti Rangiteaorere Claims Committee under clause 9.3.1; and

mandated negotiators means –

(a) the following individuals:

- (i) Kereama Pene, Auckland; and
- (ii) Tai Eru, Rotorua, Councillor; and
- (iii) Donna Hall, Wellington, Lawyer; and
- (iv) Bill Kingi, Rotorua, Accountant; and
- (v) Herbie Hapeta Junior, Rotorua; or
- (vi) Rangimahuta Easthope, Rotorua.

(b) if one or more individuals named in paragraph (a) dies, or becomes incapacitated, the remaining individuals; and

Māori land claims protection legislation means the following sections:

- (a) 8A to 8HJ of the Treaty of Waitangi Act 1975;
- (b) 27A to 27C of the State-Owned Enterprises Act 1986;
- (c) 211 to 213 of the Education Act 1989;
- (d) 35 to 37 of the Crown Forest Assets Act 1989;
- (e) 38 to 40 of the New Zealand Railways Corporation Restructuring Act 1990; and

on-account payment means the payment referred to as an on-account payment in schedule 4; and

Other CNI Claimant has the meaning as defined in Part 13 of the CNI Collective Deed of Settlement 2008; and

party means each of the Ngāti Rangiteaorere and the Crown; and

potential commercial redress property means each property described as a potential commercial redress property in schedule 4; and

potential cultural redress property means each property described as a potential cultural redress property in schedule 4; and

potential RFR land means the land described as potential RFR land in schedule 4; and

protocol means a protocol referred to in schedule 4; 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 each cultural redress property; and

representative entity means a person or persons acting for or on behalf of the settling group; 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 6.2; and

RFR land means the land referred to as RFR land in the deed of settlement; 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) any RFR land.

statement of association means each statement of association referred to in clause 5.1.1; and

statutory acknowledgement means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 5.1.1 on the terms to be provided by the settlement legislation; and

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

tax indemnity means the indemnity to be provided in the deed of settlement under clauses 8.1 and 8.2; and

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

SCHEDULE 2

HISTORICAL ACCOUNT, CROWN ACKNOWLEDGEMENTS, AND CROWN APOLOGY

- 2.1 The Ngāti Rangiteaorere Claims Committee and the Crown will agree on the historical account following the signing of the agreement in principle.
- 2.2 The Ngāti Rangiteaorere Claims Committee and the Crown have agreed the Crown acknowledgements will be negotiated and agreed following the development of the historical account.
- 2.3 The Crown will develop a Crown Apology following the agreement of the Crown Acknowledgements.

SCHEDULE 3

SETTLEMENT TERMS

Rights unaffected

- 3.1 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

- 3.2 The Crown and Ngāti Rangiteaorere will acknowledge in the deed of settlement that:
- 3.2.1 the settlement represents the result of intensive negotiations conducted in good faith and in the spirit of co-operation and compromise;
 - 3.2.2 it is not possible to compensate Ngāti Rangiteaorere fully for all the loss and prejudice suffered;
 - 3.2.3 the settlement is intended to enhance the ongoing relationship between Ngāti Rangiteaorere and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 3.3 Ngāti Rangiteaorere is to acknowledge in the deed of settlement that –
- 3.3.1 taking all matters into consideration (some of which are specified in paragraph 3.2), the settlement is fair in the circumstances; and
 - 3.3.2 the redress –
 - (a) is intended to benefit Ngāti Rangiteaorere collectively; but
 - (b) may benefit particular members, or particular groups of members, of Ngāti Rangiteaorere if the governance entity so determines in accordance with the governance entity's procedures.

Implementation

- 3.4 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), –
- 3.4.1 settle the historical claims; and
 - 3.4.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
 - 3.4.3 provide that the Māori land claims protection legislation does not apply –
 - (a) to a redress property, a purchased deferred selection property, or any RFR land; or

WITHOUT PREJUDICE
NGĀTI RANGITEAORERE AGREEMENT IN PRINCIPLE

- (b) for the benefit of Ngāti Rangiteaorere or a representative entity; and
 - 3.4.4 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for, the settlement properties; and
 - 3.4.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not apply to any settlement document; and
 - 3.4.6 require the Secretary for Justice to make copies of the deed of settlement publicly available.
- 3.5 The deed of settlement is to provide –
- 3.5.1 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;
 - 3.5.2 the Crown may, after the settlement date, advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement; and
 - 3.5.3 the Crown may cease any land bank arrangement in relation to Ngāti Rangiteaorere, the governance entity, or any representative entity, except to the extent necessary to comply with its obligations under the deed.

SCHEDULE 4

REDRESS

STATUTORY AREAS

(Being areas to which the statutory acknowledgement is to apply)

Statutory Acknowledgement over sites of significance:

- (a) Waiohewa Stream;
- (b) Lake Rotorua Marginal Strip (2 ha); and
- (c) Waiohewa Stream Marginal Strip (0.05 ha).

Geothermal Statutory Acknowledgement over a geothermal resource of significance:

- (a) Tikitere Geothermal field within the Rotorua Region Geothermal System.

DEED OF RECOGNITION

A deed of recognition (signed by the Minister, and the Director-General, of Conservation) in relation to the following statutory areas:

- (a) Lake Rotorua Marginal Strip (2 ha); and
- (b) Waoihewa Stream Marginal Strip (0.05 ha).

PROTOCOLS

The protocols offered to the governance entity will be, in substance, on the same terms as those in previous Treaty settlements. This 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 of Arts, Culture and Heritage; and
- (c) the Minister for Energy and Resources in relation to Crown minerals.

The protocol issued by the Minister of Conservation includes a Special Projects section. This will provide for requests by Ngāti Rangiteaorere for specific projects to be considered by the Department in its business planning process.

MINISTRY OF AGRICULTURE AND FORESTRY

The Ministry of Agriculture and Forestry (the Ministry) recognises that:

- (a) Ngāti Rangiteaorere as tangata whenua are entitled to have input and participation in fisheries management processes that relate to fish stocks in their area of interest and that are subject to the Fisheries Act 1996;
- (b) Ngāti Rangiteaorere as tangata whenua have a special relationship with all species of fish, aquatic life and seaweed within their area of interest and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.

The deed of settlement will record that the Director-General of the Ministry of Agriculture and Forestry will write to the governance entity outlining:

- (c) that the Ministry recognises Ngāti Rangiteaorere as tangata whenua within their Area of Interest and has a special relationship with all species of fish, aquatic life and seaweed within their area of interest;
- (d) how Ngāti Rangiteaorere can have input and participation into the Ministry's fisheries planning processes; and
- (e) how Ngāti Rangiteaorere can implement the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within their area of interest.

The governance entity and the Ministry will seek to agree on the contents of the letter before the initialling of a deed of settlement.

LETTERS OF INTRODUCTION

The Minister for Treaty of Waitangi Negotiations will write letters introducing the governance entity to the following organisations:

- (a) Transpower;
- (b) the New Zealand Transport Agency;
- (c) KiwiRail Network;
- (d) Civil Aviation Authority; and
- (e) Fish and Game New Zealand.

POTENTIAL ALTERED GEOGRAPHIC NAMES

Existing geographic name	Potential new geographic name
Lake Okataina Scenic Reserve	Whakapoungakau

POTENTIAL CULTURAL REDRESS PROPERTIES

Name of site	General description	Basis on which property is to be vested and rights or encumbrances affecting the property of which the Crown is currently aware
Part of the Lake Okataina Scenic Reserve (of significance to Ngāti Rangiteaorere)	321 hectares approximately	Transfer subject to scenic reserve status and the Western Okataina Walkway
Te Ngae Junction Recreation Reserve	2.3922 hectares	Subject to recreation reserve status
Property located between Te Ngae and Rangiteaorere roads, Te Ngae	0.4210 hectares approximately, being Section 13 Block XIV Rotoiti Survey District. LINZ ref # LIPS 10896 Subject to survey	Subject to confirmation that there is no legally binding prior offer to sell the property to a party other than Ngāti Rangiteaorere Claims Committee

FINANCIAL AND COMMERCIAL REDRESS AMOUNT

FINANCIAL REDRESS

A total of \$ 750,000

The financial redress amount is made up of:

- (a) A cash payment of \$250,000; and
- (b) An on-account payment of \$500,000 (being payment made on account of settlement and paid to the Ngāti Rangiteaorere Claims Committee in 2008).

POTENTIAL RFR LAND

Name	Legal Description or Property reference	Agency
SH 33/SH 30 Rotorua, Te Ngae – Gravel Pit	0.5008 hectares, more or less. NZTA Ref # (240158)	New Zealand Transport Agency

SCHEDULE 5

MEMORANDUM OF UNDERSTANDING

A PROTOCOL BETWEEN
NGATI RANGITEAORERE and ROTORUA DISTRICT COUNCIL

THE PARTIES TO THIS PROTOCOL ARE:

NGATI RANGITEAORERE IWI AUTHORITY (Ngati Rangiteaorere)

AND

ROTORUA DISTRICT COUNCIL / TE KAUNIHERA A ROHE O ROTORUA (the Council)

WHAKAAETANGA MAHITAHĪ

Ko tēnei whakaaetanga mahitahi e hanga ana i runga i te tūāpapa
o te ngākau tahi me te ngākau tapatahi.
He herenga hoki tēnei mā Ngāti Rangiteaorere me te Kaunihera ā rohe o Rotorua
kia mahi tahi ai i runga i te wairua whakapono, i te wairua tika
kia whakawhirinaki atu o tētahi ki tētahi.
'Mā te mahi tahi hoki tēnei e tutuki ai a tātau wawata e ora ai nga uri whakatipu

"He wairua to te kupu, he mana to te kupu, he rangatiratanga ano to te kupu"

PROTOCOL

This Protocol is created on the foundation of good will and good integrity.
It is also a pledge of assurance that Ngati Rangiteaorere and the Rotorua District Council
will collaboratively work in partnership in the spirit of commitment, trust and honour
By working together we will achieve our goals and vision for us and the future.

Words have life, words have authority and words have integrity.

AGREEMENT

1. The two parties agree that it is in the best interests of each other to work together in an open, honest, transparent and cooperative manner.
2. This Agreement is entered into so that the parties are able to collectively and separately achieve their aspirations for the people of the Rotorua district and the whanau and hapu of Ngati Rangiteaorere.

BACKGROUND

1. This protocol has been developed, in part, as a result of negotiations between the Crown and Ngati Rangiteaorere to reach agreement on an offer settling the historic claims that Ngati Rangiteaorere has. As part of those negotiations both the Crown and Ngati Rangiteaorere have agreed it would be in the beneficial interest of Ngati Rangiteaorere to have a better relationship with the Council.
2. Coupled with the above it is the Council's view that closer relationships with Iwi and their participation in local government decision making is an important responsibility for the Council.
3. The Mayor is especially committed to the goal of entering into this agreement that strengthen the relationship between Ngati Rangiteaorere and the Council.
4. In support of the above, the two parties have entered into this protocol.

CONTEXT:

*"He wai koriporipo no Waiohewa, ka u ki Mataikotare
Ka koingo te titiro ki nga uri o Rangiwahakekeau
Te whakapakari nei ki te pupuri I nga taonga tuku iho
Ko Ngati Rangiteaorere ka ora"*

*"The rippling waters of Waiohewa reach Mataikotare
I gaze at the descendants of Rangiwahakekeau
Striving to hold fast to the their taonga around them
Ngati Rangiteaorere will survive"*

ACKNOWLEDGEMENTS

The parties acknowledge:

1. The autonomy of each other and their rights to develop, promote and implement plans, policies, goals and objectives that reflect the views of those that they represent.
2. The traditional, cultural, spiritual and historical relationships of Ngati Rangiteaorere with the land identified in the Rohe map attached as Appendix I.
3. Articles I, II, III of the Te Tiriti O Waitangi/Treaty of Waitangi and the principles of that Treaty.
4. That this protocol is a living document and will require review from time to time by mutual agreement

RELATIONSHIP

The parties accept that:

1. Effective, lasting and trusting relationships that contribute to each others wellbeing take time to develop.
2. Successful relationships are achieved when each other:
 - i. Deal with the other in a mana enhancing manner,
 - ii. meets to discuss their areas of interest in a Te kano ki te kano on a regular basis,
 - iii. meet at least quarterly per year, and
 - iv. have an open door approach so issues that arise between the meetings can be quickly brought to the other parties' attention.
3. They must act in good faith to resolve disagreements that will inevitably arise from time to time.

APPLICATION

1. The parties will share data and information held by each other to assist with planning and development and to contribute towards their respective longer term aspirations.
2. The Council will work with Ngati Rangiteaorere to assist in its understanding of the Council and Bay of Plenty Regional Council's policies, plans and rules, and develop an understanding of Ngati Rangiteaorere's vision of the future in maintaining their identity on their ancestral land.
3. From time to time the parties will establish working groups to consider matters of specific interest including, but not limited to:
 - Roothing/traffic management
 - Zone changes in the proposed District Plan
 - Recreational planning
 - Other commercial developments
 - Cycle ways, jetties, etc
 - Papakainga development
 - Rating Systems
 - Aquaculture Development of Lake Rotokawa
 - Mokoia Island
 - Geothermal
 - Utilities and infrastructure.
4. Ngati Rangiteaorere will meet with the Council to provide input into the preparation of the Draft Annual Plan or Draft Ten Year Plan as may be appropriate.

OTHER PARTIES

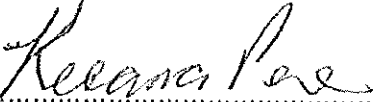
1. This protocol acknowledges that individually and collectively the parties may have formal relationships and partnerships with other organisations including:
 - Bay of Plenty Regional Council
 - Te Arawa Lakes Trust
 - Pukeroa Oruawhata Trust
 - The Council's Te Arawa Committee
 - Mokoia Island Trust
 - Okataina Trust Board
 - Rotorua Regional Airport Limited
 - Department of Conservation
 - Such other Iwi that the Council has protocols with.

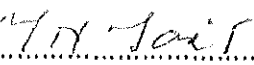
AGREEMENT IN PRINCIPLE

1. This is an interim protocol and has been executed by representatives of Ngati Rangiteaorere who are responsible for reaching agreement with the Crown in respect of Treaty of Waitangi claims, and the Council.
2. It is expected that this interim protocol will be ratified by the Governance Group of Ngati Rangiteaorere after it has reached agreement with the Crown and settlement legislation enacted.
3. The execution of this Agreement allows the parties to immediately implement the protocols set out herein.

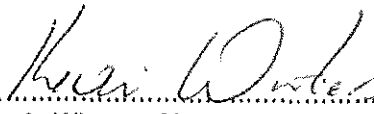
Signed by NGATI RANGITEAORERE IWI
AUTHORITY representatives on (date)

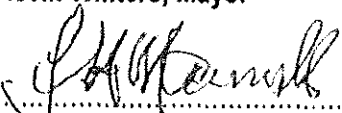

.....
Taiwhanake Eru Morehu


.....
Kereama Pene


.....
Theo Tait

Signed by ROTORUA DISTRICT
COUNCIL representatives on (date)


.....
Kevin Winters, Mayor


.....
Trevor Maxwell, Deputy Mayor


.....
Peter Guerin, Chief Executive

H. J. Hapeta
Herbert Hapeta (Jnr)

Mauriora Kingi
Mauriora Kingi, Director Kaupapa Maori

Donna Hall
Donna Hall

R. Easthope
Rangimahuta Easthope

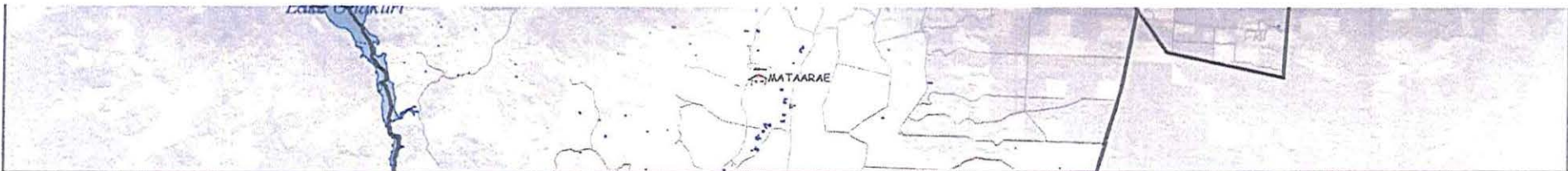
Wiremu Atetine Kingi
Wiremu Atetine Kingi

APPENDIX I Rohe map which shows the area Ngati Rangiteaorere has mana whenua.
(If possible the boundary will align with the property meshblock boundaries but this is not a requirement.)

APPENDIX II Map of Rotorua District area

Phelan
Hates
R. Manning
R. Patutahi
Robt
Stacey
Thomas
Rice
P. Rahaut
Stuart
Stavell
Widors

Lesley & Davis
Moeau
Mana Te Heu
Mahutara N. Sekiri
Stekun
L. Smith
S. Mitara
Gilpi
Hunt
Jimmich - Manae Trust Chair
Leri Ataveta Paul

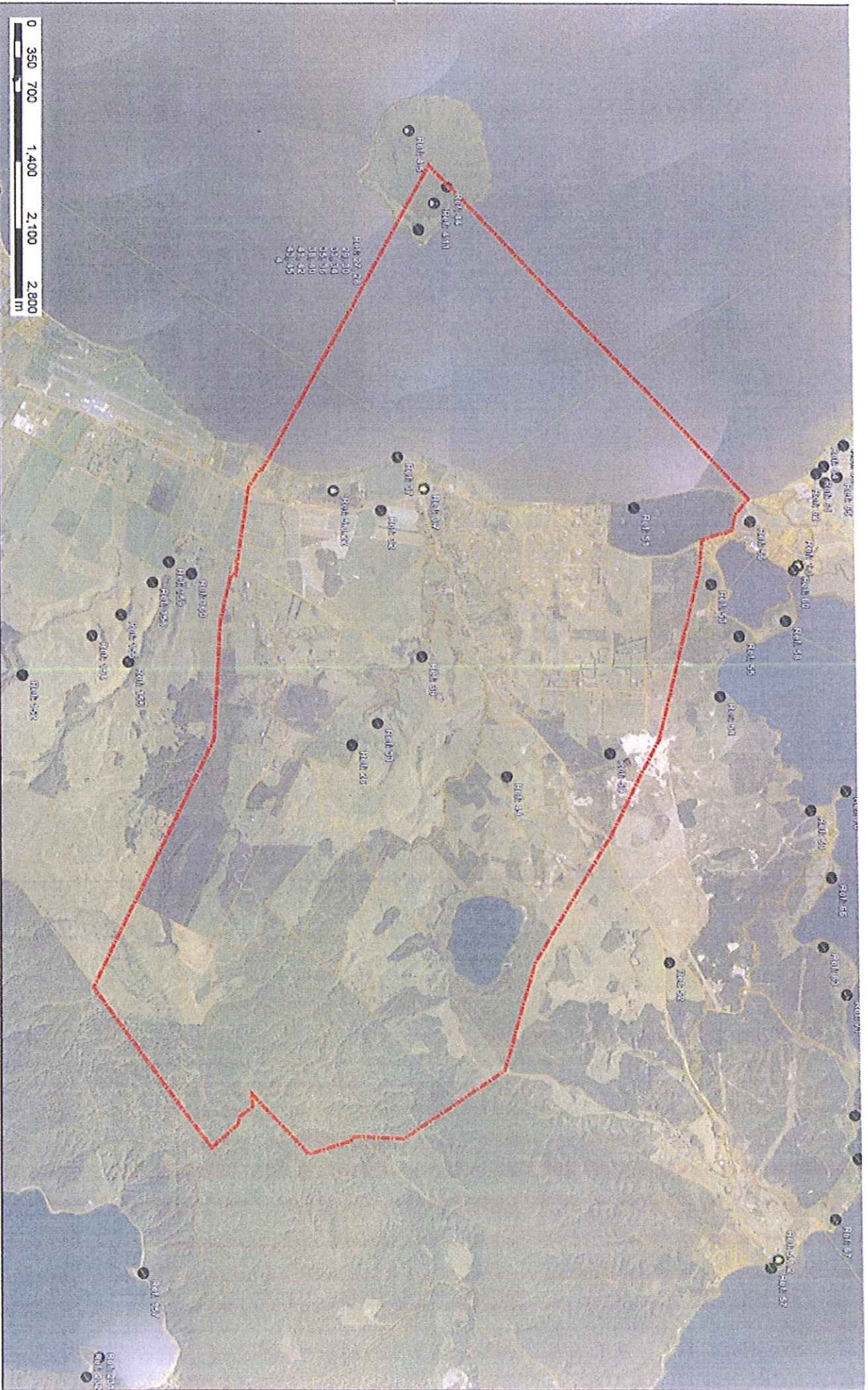


Not to Scale

Satellite Imagery:- Landsat7 September 2000

Te Tūāhua noho o nga Marae Situation Address of Marae

Marae	Meeting House	Whare Kai	Iwi	Hapu	Address	Suburb
Apumoana	Apumoana 1 & 2 *	Te Ao Wheoro	Te Arawa	Tumatawera	27 Tarawera Road	Lynmore
Awahou (Tarimano)	Tawakeheimoa	Te Aongahoro	Te Arawa	Rangiwehehi	Hamurana Road	Hamurana
Hinemihī	Hinemihī	Hinewai	Te Arawa	Hinemihī	Hona Road	Ngapuna
Hinemoa Point (Owhata)	Tutanekai	Hinemoa	Te Arawa	Te Roroaterangi	Tei-Teikapua Parade	Owhata
Hinetapaturangi (Waiahu)	Kahumatamomoe	Hinetapaturangi	Te Arawa	Pikiao	1444 Hamurana Road	Hamurana
Hurungaterangi	Hurungaterangi	Whaingarangi	Te Arawa	Hurungaterangi	Hurunga Avenue	Ngapuna
Karenga	Tumohaurangi	Karenga	Te Arawa	Karenga	38 Koutu Road	Koutu
Kearoa Marae	Kearoa	Te Uira	Te Arawa	Tuara	25 Aprana Road	Harahara
Mataarae	Mataarae	Ko Te Aroha Rau	Te Arawa	Ngahi Whaea	5 Hway D	Baperoa
Mataatua Marae	Mataatua	Hinetai	Tuhoe	Tuhoe/Mataatua	Mataatua Street	Rotorua
Mataikotara (Waiohewa)	Rangiwakaekau	Uenukuraori	Te Arawa	Rangiteaore	Mataikotara Road	Rotokawa
Otaramarae (Pounamunui)	Houmaitawhiti	Hinekukuterangi	Te Arawa	Hinekura	97 Whangamoa Drive	Okere Falls
Parawai	Whatumairangi	Parehina	Te Arawa	Tura	19 Taui Street	Ngongotaha
Taupari (Paruahanui)	Paruahanui	Waiwaha	Te Arawa	Parua	1435 Hamurana Road	Hamurana
Pikiranā	Ohomairangi	Makuratawhiti	Te Arawa	Uenukukopako	932 S Hway 30	Rotokawa
Te Puna Whakareia	Uenukumairarotongo	Te Aokapurangi	Te Arawa	Pikiao	1270 S Hway 30	Rotoiti
Tapuakura	Rakeiao	Maruahangaroa	Te Arawa	Rongomai	111 Curtis Road	Rotoiti
Rongomaipapa	Maruahangaroa	Hineteata	Te Arawa/Takitimu Kahungunu	Kahungunu	46 Rongomaipapa Road	Horohoro
Ruanata	Uenukukopako	Taoitekura	Te Arawa	Uenukukopako	1005 S Hway 30	Rotokawa
Te Hiukura (Ruato)	Ngapumanawa	Te Awaitakapuhaia	Te Arawa	Pikiao - Rongomai	1128 S Hway 30	Rotoiti
Opatia (Taheke)	Rangitihi	Manawakotokoto	Te Arawa	Pikiao - Hinerangi	119 Okere Falls Road	Okere Falls
Tapuacharuru	Uruika	Kauiarangi	Te Arawa	Tamateatutahikawiti	1702 S Hway 30	Rotoiti
Tarewa	Taharangi	Te Tiukahapa	Te Arawa	Tuara	26 Tarewa Road	Rotorua
Taurua	Te Rangiunuora	Wetengauru	Te Arawa	Pikiao - Te Rangiunuora	1438 S Hway 30	Rotoiti
Te Ngakau Marae (Tarukenga)	Te Ngakau	Hinetai	Te Arawa	Te Ngakau	5 Hway 5	Tarukenga
Te Pakira	Wahiao	Te Rau Aroha	Te Arawa	Tuhourangi	4 Wahiao Drive	Whakarewarewa
Te Papaouru	Tamatekapua	Whakaturia	Te Arawa	Whakaue	Mataiwhea Street	Ohinemutu
Te Roro O Te Rangi	Te Roroaterangi	Kaimatai	Te Arawa	Te Roroaterangi	22 Ariariterangi Street	Ohinemutu
Hohowai	Te Takinga	Hineora	Te Arawa	Takinga	402 S Hway 33	Mourea
Te Waiti	Hinekura	Niniurangi	Te Arawa	Hinekura	1550 S Hway 30	Rotoiti
Pāratehoata	Tunohopu	Rukuwai	Te Arawa	Tunohopu	5 Tunohopu Street	Ohinemutu
Waikohatu	Tarawhai	Rangimaikuku	Te Arawa	Tarawhai*	1138 S Hway 30	Rotoiti
Waiteti	Ngararanui	Uruoteao	Te Arawa	Ngararanui	30 Waiteti Road	Ngongotaha



Ngati Rangiteaorere

Source
 1. Commercial Land DOC, June 2006
 2. Aerial Photography, DOC, BCC, LINC
 3. Significant Feature Data, DOC, May 2009

Legend

- Access Road/Property Line
- Significant Building
- Significant Tree
- Significant Tree
- Significant Tree



Rohe

SCHEDULE 6

ONGOING WORK

The Crown will continue to work towards the following items between the signing of the agreement in principle and the initialling of the deed of settlement:

Facilitation with third parties

- (a) The Crown will continue to facilitate discussions between Ngāti Rangiteaorere and the Rotorua District Council in relation to properties owned by the Rotorua District Council that are of cultural significance to Ngāti Rangiteaorere.
- (b) The Crown will facilitate discussions about the establishment of new relationships between Ngāti Rangiteaorere and the Bay of Plenty Regional Council, which may include discussions about the establishment of a memorandum of understanding with Ngāti Rangiteaorere.

SCHEDULE 7

CROWN AGREED PROPORTION

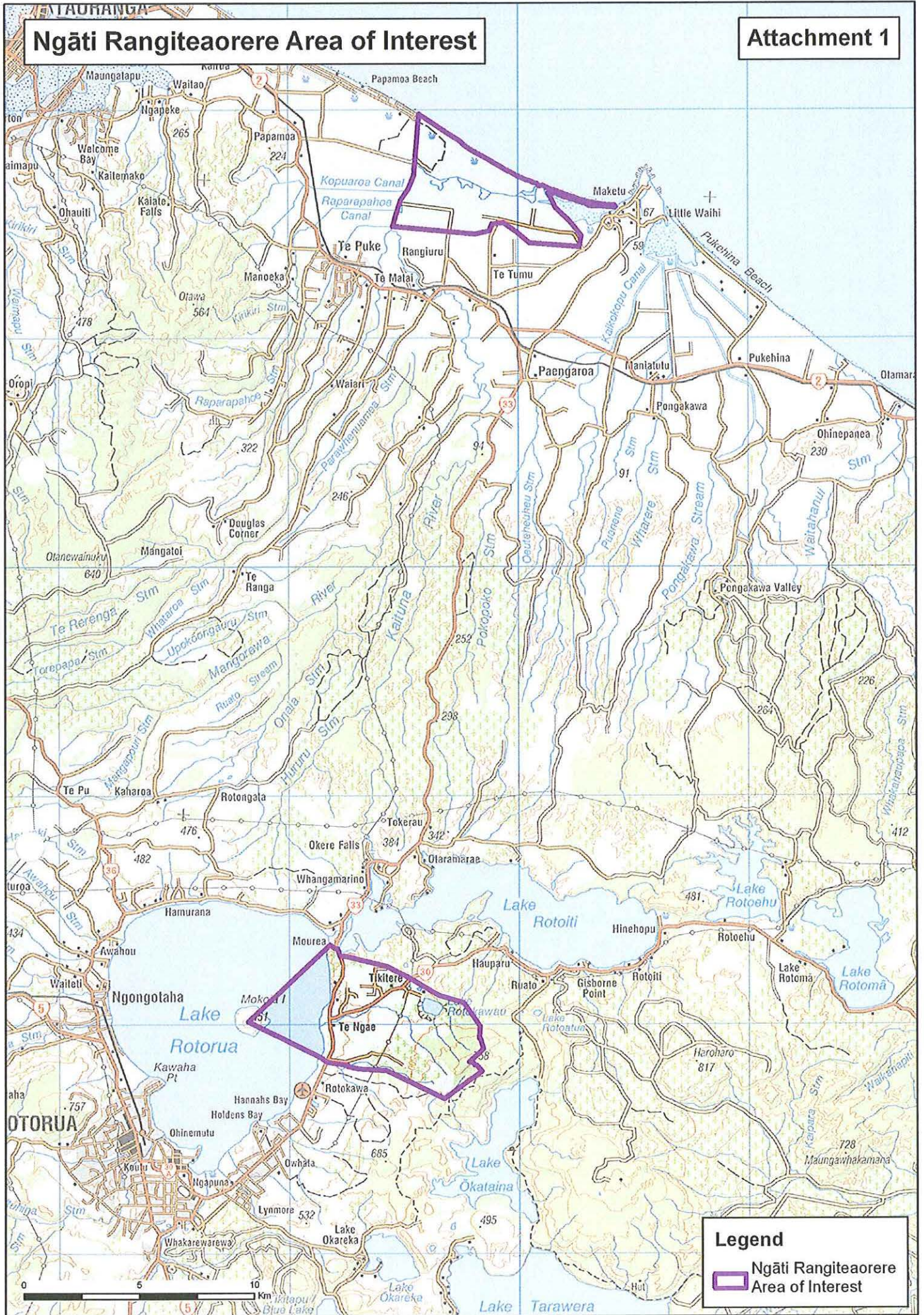
- (a) The Crown acknowledges Ngāti Rangiteaorere have threshold interests in the Crown Agreed Proportion (**CAP**) of the Central North Island (**CNI**) Forests Iwi Collective Settlement (**CNI settlement**). The CNI settlement provides a process for Other CNI Claimants, which includes Ngāti Rangiteaorere, to negotiate to receive a share of the CNI Forests Land and associated benefits through the Crown's beneficial interest in the CNI Iwi Holdings Trust.
- (b) The Crown remains open to receiving a proposal from iwi for resolution of the CAP and encourages ongoing discussions between the relevant parties. The Crown and Ngāti Rangiteaorere will work together in good faith with all relevant parties (being, where applicable, Other CNI Claimants, CNI Iwi Holdings Limited and CNI Forests Iwi Collective member iwi) to resolve the interests of Ngāti Rangiteaorere in the context of their comprehensive negotiations before a deed of settlement is initialled.
- (c) If a negotiated outcome is not reached between the relevant parties, the CNI Forests Land Collective Settlement provides for a land based allocation of an area of the CNI Forests Land to an Other CNI Claimant in the context of that claimant's comprehensive settlement, subject to the consultation and agreement of the CNI Collective. If agreement is not reached between the parties, the matter may be referred to the Waitangi Tribunal.

ATTACHMENTS


ATTACHMENT 1 – AREA OF INTEREST

Ngāti Rangiteaorere Area of Interest

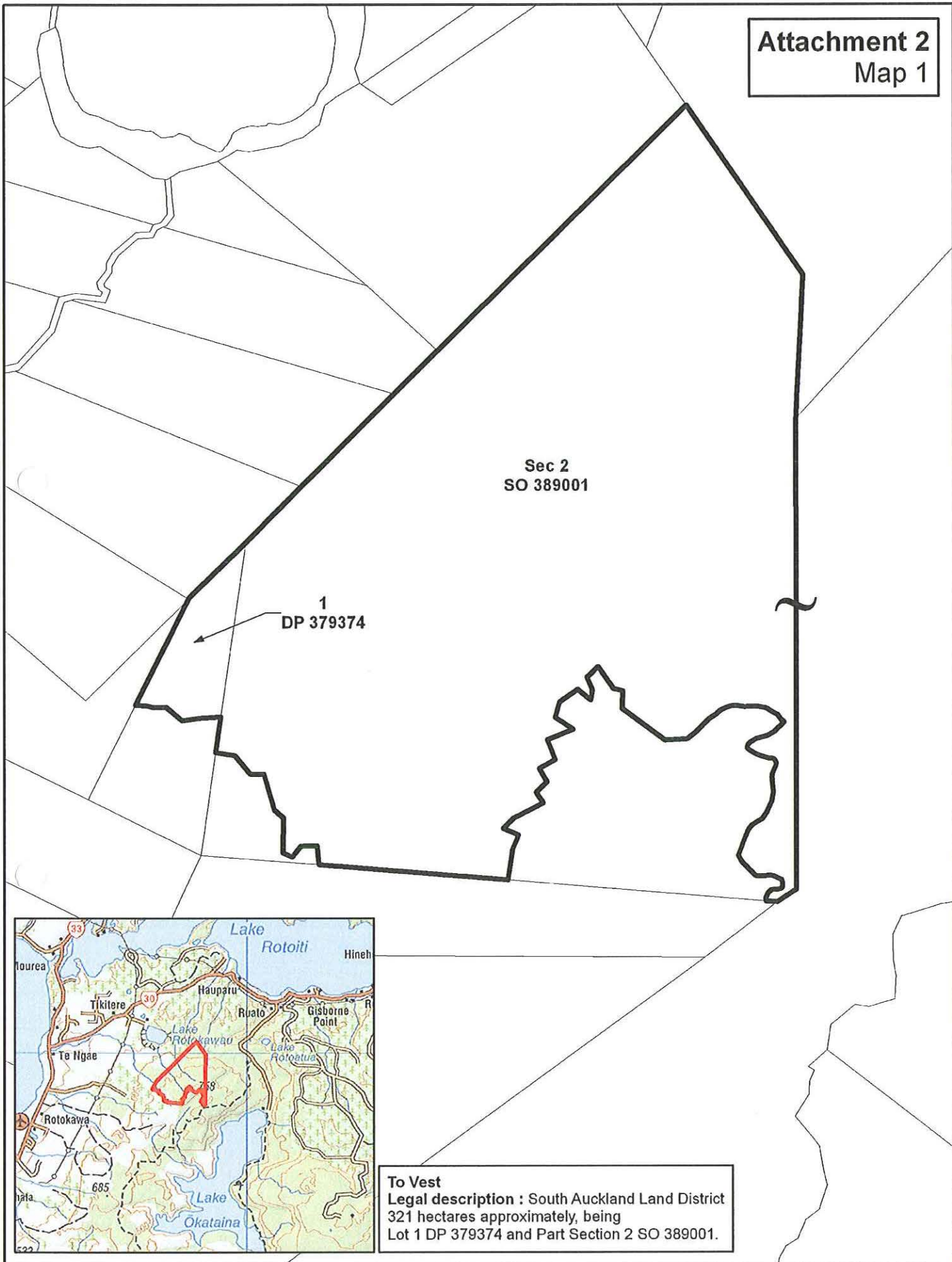
Attachment 1



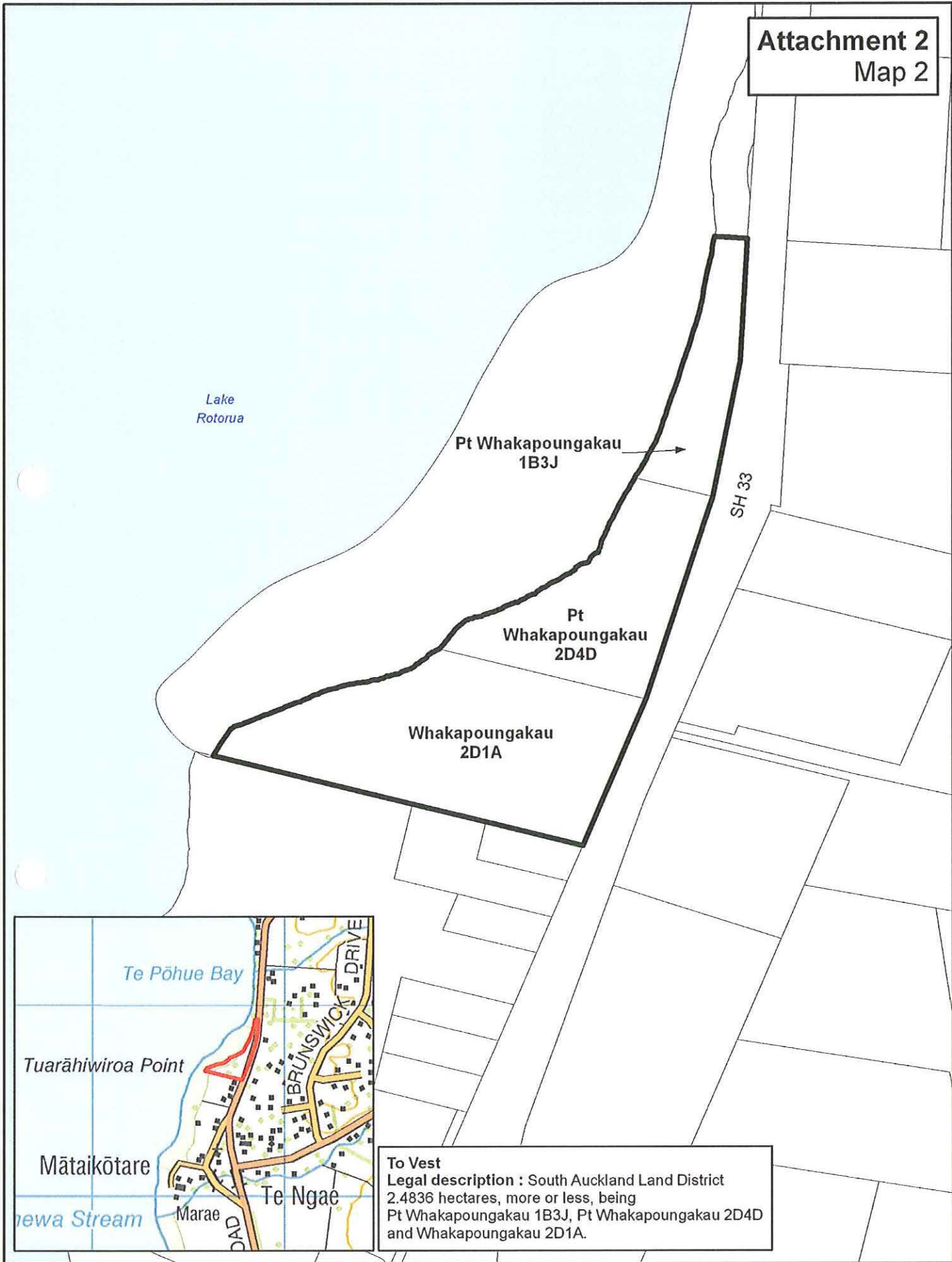
Legend

-  Ngāti Rangiteaorere Area of Interest

ATTACHMENT 2 – CULTURAL REDRESS MAPS



Part of the Okataina Scenic Reserve



To Vest
Legal description : South Auckland Land District
2.4836 hectares, more or less, being
Pt Whakapoungakau 1B3J, Pt Whakapoungakau 2D4D
and Whakapoungakau 2D1A.

Te Ngae Junction Recreation Reserve

Sec 13 Blk XIV
Rotoiti SD

Waiohewa Stream

SH 33



To Vest
Legal description : South Auckland Land District
0.4210 hectares approximately, being
Section 13 Block XIV Rotoiti Survey District.

**Property located between Te Ngae and
Rangiteaorere Roads, Te Ngae**

Statutory Acknowledgements and Deed of Recognition - Land

Attachment 2 Map 4



Legend

- Statutory Acknowledgement and Deed of Recognition
 - Statutory Acknowledgement
 - Ngati Rangiteaorere Area of Interest
1. Tikitere geothermal field
 2. Waiohewa Streambed
 3. Lake Rotorua Marginal Strip
 4. Waiohewa Stream Marginal Strip