NGĀTI TAMATERĀ

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

[DATE]

PURPOSE OF THIS DEED

This deed –

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Ngāti Tamaterā and breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and
- provides an acknowledgment by the Crown of the Treaty breaches and an apology; and
- settles the historical claims of Ngāti Tamaterā; and
- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the governance entity that has been approved by Ngāti Tamaterā to receive the redress; and
- includes definitions of –
  - the historical claims; and
  - Ngāti Tamaterā; and
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

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DEED OF SETTLEMENT

THIS DEED is made between

NGĀTI TAMATERĀ

and

THE CROWN

1 BACKGROUND

1.1 In clauses 1.1 to 1.16, Ngāti Tamaterā describe their kōrero tuku iho (traditional history) and their origins.

Ko tētehi o ngā whakataukī kua whakahuatia ake, 'ko Ngāti Tamaterā ure kōauau'.

He tino kōrero tēnei ki ngā uri whakaheke o Marutūāhu whānui nā te mea, i muri iho i te matenga atu o Marutūāhu, i riro i a Tamaterā te mana whakaheke o te matua.

Ka kitea te tikanga o tēnei i roto i te rerenga kōrero 'Ko Ngāti Tamaterā ure kōauau'.

This aphorism is significant to the decendants of Marutūāhu afar, for the reason that after the death of Marutūāhu, Tamaterā inherited the authority of his father.

1.2 Tamaterā was the second son of Marutūāhu and Paremoehau. The wives of Tamaterā were Tūmorewhitia, Ruawehea, and Hineurunga. From the marriage of Tamaterā and Tūmorewhitia, Pūtahi was produced. Ruawehea of Ngāti Hako married Tamaterā and they begat Pareterā, Taharua, Taiuru, Maruiti, Taireina, Kunawhea and Honekai. From the marriage of Tamaterā and Hineurunga came Te Hihi, Te Aokuranahe and their descendents.

1.3 The descendants of Tamaterā were numerous and had vast interests of land at Moehau, Waikawau, Thames Coast, Hikutaia, Hauraki Plains, Waihou, Piako, Whakatīwai, Harataunga, Coromandel, and Mataora in Hauraki; Mahurangi & North Shore, the Gulf Islands, Aotea, Central and South Auckland in Tāmaki Makaurau; in and around Te Puna, Katikati, Te Kauri and Ōngare in the Tauranga Moana area.

1.4 Tīkapa Moana also provided a major food source for the descendants of Ngāti Tamaterā, and a means of transport which is epitomised in the whakatauākī

He ika ki te moana, ko au ki te whenua, ko Tīkapa oneone, hokinga kāinga e kō kō ia, e ara, e!

Fish in the sea, I remain to the land, to sands of Tīkapa, my place, my home!

1.5 At one stage Tamaterā lived with Ruawehea and their children on her lands. One particular pā where they resided was Pipimohe on the Waihou River near Hikutaia. Ruawehea died suddenly and Tamaterā, deep in mourning, returned to his father's pā at Whakatīwai where his family could console him. He was still a young man and in the protocols of tikanga Māori he soon found a new wife, Hineurunga, the sister of Paremoehau.

1.6 Having married Hineurunga, his father's widow, Tamaterā caused tension among his siblings. Whanaunga returned from Kāwhia and, after hearing of this marriage, threatened to kill Tamaterā.

1.7 Paremoehau, the mother of Tamaterā, heard of this threat and warned Tamaterā to leave so further problems would not escalate between the siblings of Marutūāhu. The

sons of Hineurunga and Marutūāhu, Te Ngako and Tāurukapakapa, were also unhappy about what had occurred between their mother and Tamaterā.

1.8 Further dispute amongst the brothers was already heightened after Tamaterā had resumed the mana of his father by the way of sacred rituals during the passing of their father. Consequently, this event was referred to as *Ngāti Tamaterā Ure Kōauau.*

1.9 It was also well known that Tamaterā, while leaving the Hauraki area, took with him a taonga of great tribal significance from Repanga where it had, along with other sacred relics, arrived on the Tainui waka from Hawaiki. The taonga that is being referred to is the tribal mauri, a stone effigy called Marutūāhu. Centuries later it was deposited in the care of the Auckland Museum after being taken to certain parts of the North Island.

1.10 Tamaterā took his mother's advice and journeyed back to Ōhinemuri seeking refuge with his sons, Taharua and Taiuru, who were living at Ngāhinapōuri, Kōmata. By this time, he and Hineurunga had two children, a son called Te Hihi and a daughter called Te Aokuranahe. The latter he took with him to Ōhinemuri, leaving Te Hihi behind with his mother. Te Hihi later become a warrior of note and the principal ancestor of the subtribe, Ngāti Tawhaki of Ngāti Tamaterā.

1.11 Tamaterā spent some time with Taharua, his son of Ruawehea, but was eventually challenged by other members of his iwi and moved on to Katikati where, Te Aokuranahe, his daughter of Hineurunga, reached adulthood and married the Ngāti Awa chief, Tunumoho of Mataatua waka. They in turn had a son named Pūkeko who was to become the eponymous ancestor of the great tribe at Whakatāne. It is said that Tamaterā spent most of his senior years in Whakatāne and was buried in and around the Tūhoe area.

1.12 When the descendants of Ngāti Tamaterā became firmly established under their various leaders many subtribes were formed and these divisions commanded vast areas in Hauraki.

1.13 The descendants of Ngāti Tamaterā are inextricably linked to what is referred to as the tribes of Marutūāhu. Many marriages have occurred over time bringing the bloodlines of Marutūāhu as a formidable force and powerhouse to the Hauraki boundaries and areas.

1.14 One such example is the grand-daughter of Tamaterā, Tukutuku, who was a renowned and celebrated monarch of the Hauraki peoples. Her descendants principally through Horowhenua, Tipa, and others are recognised as the decendants of Ngāti Pāoa. We also acknowledge our many kinship ties and marriages with Ngāti Maru.

1.15 During the next 300 years the ancestors of Ngāti Tamaterā became involved in continuous warfare not only among their related tribes but also in Northland, Tāmaki, Waikato, Tauranga, Bay of Plenty, central North Island, southern North Island and the South Island.

1.16 Through marriages and alliances Ngāti Tamaterā has formed many links to various tribes around the country. Ngāti Tamaterā sought refuge among some of these tribes during the wars of the 1820s. On their return to their own lands some years later they

found, following the advent of European settlers, their efforts were directed once more toward the retention of their lands, mountains, forests, waters, and traditional boundaries.

NEGOTIATIONS

1.17 Ngāti Tamaterā gave the mandated negotiators a mandate to negotiate a comprehensive settlement of historical Treaty claims of Ngāti Tamaterā with the Crown by four hui-a-iwi in Wellington, Auckland, Hamilton and Paeroa held between 11 and 27 March 2011.

1.18 The Crown recognised the mandate on 20 June 2011.

1.19 The mandated negotiators and the Crown –

1.19.1 entered into an agreement in principle equivalent dated 22 July 2011; and

1.19.2 since the agreement in principle equivalent, have –

(a) had extensive negotiations conducted in good faith; and

(b) negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

1.20 Ngāti Tamaterā have, by a majority of 95%, ratified and approved, between 30 June 2012 and 10 August 2012, the governance entity receiving the redress to be provided by the Crown to Ngāti Tamaterā in settlement of their historical claims.

1.21 The Crown, on 29 August 2012, recognised that the results of the ratification referred to in clause 1.20 demonstrated sufficient support from Ngāti Tamaterā for the governance entity to receive the redress under this deed.

1.22 Ngāti Tamaterā have, since the initialling of the deed of settlement, by a majority of [ ]%, ratified this deed and approved its signing on their behalf by the mandated negotiators.

1.23 Each majority referred to in clauses 1.20 and 1.22 is of valid votes cast in a ballot by eligible members of Ngāti Tamaterā.

1.24 The governance entity approved entering into[the deed of covenant referred to in clause 1.26.2] and complying with this deed by [***process (resolution of trustees etc)***] on [***date***].

1.25 The Crown is satisfied –

1.25.1 with the ratification and approvals of Ngāti Tamaterā referred to in clauses 1.20 and 1.22; and

1.25.2 with the governance entity's approval referred to in clause 1.24; and

1.25.3 the governance entity is appropriate to receive the redress.

ESTABLISHMENT OF GOVERNANCE ENTITY

1.26 The governance entity –

1.26.1 has been established to receive the redress on behalf of Ngāti Tamaterā;

1.26.2 has executed a deed of covenant in the form attached in part 12 of the documents schedule; and

1.26.3 is treated as having been a party to this deed and must comply with all obligations of the governance entity under this deed.

AGREEMENT

1.27 Therefore, the parties –

1.27.1 in a spirit of good faith and co-operation wish to enter into this deed settling the historical claims; and

1.27.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

2.1 The Crown's acknowledgements and apology to Ngāti Tamaterā in part 3 are based on this historical account.

PRE-TREATY TRANSACTIONS OVER THE TAMAKI BLOCK

2.2 Between 1836 and 1839 several missionaries negotiated a series of agreements with five iwi including Ngāti Tamaterā and other Marutūāhu concerning a large block of land at Tāmaki, calculated in the twentieth century to be approximately 83,000 acres. The missionaries and rangatira who signed the deeds primarily hoped the transaction would allow Māori to occupy the land without conflict, but also envisaged one of the missionaries purchasing some of the land. A year later a missionary wrote on the deed that he returned one-third of the land to the sellers, to be distributed to them when the land was surveyed based on their population numbers.

2.3 In January 1840, before te Tiriti o Waitangi/the Treaty of Waitangi was signed, Lieutenant Governor Hobson issued two proclamations declaring that the Crown would not recognise any land claims by Europeans based on pre-Treaty purchases without first investigating the transactions.

2.4 At the direction of Governor Hobson, the treaty document was taken south for the purposes of obtaining further signatures from rangatira. The governor made the trip from the Bay of Islands to the Waitematā. At Karaka Bay on 4 March 1840, a number of Marutūāhu rangatira signed te Tiriti. One signatory was "Paora", who it is thought to be Paora Te Putu of Ngāti Tamaterā. However this cannot be firmly established. Another copy of the treaty was taken to a meeting held at Coromandel Harbour on 4 May but no Ngati Tamatera rangatira signed the document. It is believed Tāraia Ngākuti Te Tumuhuia of Ngāti Tamaterā was one of two rangatira who refused to sign the treaty. Taraia was vigorous in preserving his rangatiratanga and mana during his lifetime. He later told the governor that he had not signed the treaty and did not recognise the Governor's authority but was willing to work with him.

2.5 Later in 1840 the Crown established a Land Claims Commission through which claimants could have pre-Treaty land transactions examined with a view to obtaining Crown title. The commissioners could recommend the Governor grant up to a maximum of 2560 acres to settlers. The Crown wished to ensure individual settlers did not become owners of large areas of land. If the commissioners concluded that more land had been validly sold by Māori than the Crown was willing to grant to settlers, the Crown's policy was to retain the balance as "surplus land."

2.6 A land claims commissioner began considering the Tāmaki claim in 1841. In 1842, after hearing from eleven Māori witnesses and the missionary claimant, the commissioner recommended to the Governor that the Crown leave one third of the Tāmaki purchase in the "undisturbed possession" of Māori. The commissioner considered that Māori had alienated the remainder of the land to the missionary, and recommended awarding him 2560 acres, the maximum amount of acreage allowable under the 1841 ordinance. The governor asked a second commissioner to review the case with a view to awarding more than the 2560-acre maximum amount of land specified in the 1841 ordinance. The second commissioner recommended the Crown grant approximately 6000 acres,

and Governor FitzRoy approved the missionary's selection of approximately 5494 acres of land in nine grants.

2.7 In the 1840s at least one Governor and several senior officials understood that the missionary and Māori vendors had agreed Māori would retain at least one-third of the land within the purchase area. Māori from several iwi continued to live upon and establish new settlements on parts of the block, but no action was taken to formalise Māori rights. In 1842 the Crown had also asserted its rights to the "surplus land" awarding a settler a right to harvest flax in 20,000 acres.

2.8 In 1851, the Crown issued a timber license to a settler for land near Maraetai. Ngāti Tamaterā objected to the Crown's actions and obstructed the settler's milling operation. After an investigation by the Commissioner of Crown Lands, the Crown and Ngāti Tamaterā signed an agreement through which Ngāti Tamaterā relinquished their claims in the Tāmaki block in exchange for £200. Two of the four other iwi who were part of the pre-Treaty agreements also signed similar agreements and received £600 between them. No land was reserved to Ngāti Tamaterā.

2.9 Commissions of inquiry which investigated Māori concerns about the surplus lands policy did not investigate the Tāmaki block because three of the five iwi who signed the original pre-Treaty transaction received payment for the surplus lands the Crown took from this block in the early 1850s. Nevertheless, the Crown assumed ownership of what was later found to be approximately 78,000 acres of land from the Tāmaki block in accordance with its surplus lands policy, which was the largest area of surplus obtained from any pre-Treaty land claim. The purchase was never surveyed in its entirety, though parts were surveyed as it was subdivided.

CROWN PURCHASES AT MAHURANGI AND KOHIMARAMA

2.10 Crown policy was to purchase land at a low price from Māori and on-sell it at high prices. Colonisation was to be funded by the substantial difference between the amount the Crown paid to purchase Māori land and the amount it received when it on-sold it to settlers. Crown officials are likely to have assured Ngāti Tamaterā that they would derive significant collateral economic advantages from the growth of European settlement in Tāmaki.

2.11 In 1841 Governor Hobson moved the colony's capital from Russell to Auckland, which became the main European settlement and the leading commercial port. The governor wished to acquire further land around the harbour and soon after arriving, in 1841, Ngāti Tamaterā, as one of 'the united tribes of Thames', offered to 'sell land in the vicinity of the Waitemata known as Mahurangi' to the Crown. The block was not surveyed at the time, but a recent estimate put its area at approximately 220,000 acres. Marutūāhu rangatira accompanied the Crown Surveyor and his assistant to its northern extremity at Te Arai Point. Land at Awataha on the North Shore was reserved from this purchase for Ngāti Tamaterā and other iwi. The reserve was alienated by rangatira from a related iwi in 1844. No other reserves were set aside for Ngati Tamaterā.

2.12 In May 1841, the Crown also purchased the 6000-acre Kohimarama Block from Ngāti Pāoa for £100, a boat, live stock, clothing, tools and dry goods. At this time the Crown sold rural lands for a minimum price of £1 per acre.

2.13 No reserves were made in Kohimarama at the time of the sale. Ngāti Tamaterā and other Marutūāhu iwi understand that they were promised land at Saint George's Bay in 1842 as a base for when they travelled to Auckland from Hauraki. While a reserve was established at Mechanics Bay, and land at Blackett's Point above Saint George's Bay was set aside as an endowment to fund the reserve at Mechanics Bay, both pieces of land were eventually included in a trust for all Māori and 'poor people' visiting Auckland. The endowment reserve was taken out of the trust when it was declared a public domain by statute in 1898 as it was thought the land was no longer required to maintain the hostelry. Today parts of the land set aside for the Mechanics Bay reserve are Māori freehold land and are administered by the Māori Trustee.

2.14 Ngāti Tamaterā were left with no reserves in the greater Tāmaki region and were thus excluded from the economic benefits of growth in Auckland.

GOLD AGREEMENTS: COROMANDEL, 1852 TO 1863

2.15 In October and November 1852, gold was discovered at Driving Creek north of the present day township of Coromandel on land of the Te Matewaru hapū of Ngāti Tamaterā. In November the Crown and Māori met at Patapata to discuss gold mining at a hui attended by approximately 1000 Māori including Ngāti Whanaunga, Ngāti Paoa, Te Patukirikiri, Te Matewaru of Ngāti Tamaterā, and other Ngāti Tamaterā from elsewhere in Hauraki. Thirty-six leaders of Ngāti Paoa, Ngāti Whanaunga and Te Patukirikiri signed an agreement dated 20 November 1852 that gave the Crown control over licensed prospecting and mining in specified areas they owned for three years. However, Ngāti Tamaterā rangatira Taraia Ngakuti and Paora Te Putu expressed reservations about ceding mining rights to the Crown and neither signed the agreement as they were concerned about the impact of prospecting.

2.16 Throughout 1853 the Crown unsuccessfully tried to obtain the consent of Paora and Taraia to Crown management of gold mining on Ngāti Tamaterā lands in the Coromandel area. Ngāti Tamaterā had not alienated any land in Coromandel when, by mid-1854, interest in the Coromandel goldfield had declined as it had returned little gold. Nevertheless, the Crown soon began purchasing land from other iwi.

2.17 In 1861, goldmining revived and 26 Marutūāhu iwi representatives, including Ngāti Tamaterā, signed a new agreement opening some Hauraki lands to mining. This agreement provided for prospecting on lands from Waiau to Moehau on both sides of the Coromandel Peninsula. The agreement contained provisions which protected Māori land ownership and provided for the Crown to preserve order in the goldfield.

2.18 While Te Moananui, Tareranui and Takarei Te Putu (Paora's nephew) were among the Ngāti Tamaterā who signed this 1861 agreement, some Te Matewaru representatives such as Te Hira did not sign because he was opposed to gold mining. The lands of Te Matewaru near Kikowhakarere and Koputauaki (also known as Tokatea) were not included in the agreement as the representative of the recently deceased rangatira, Paora Te Putu, respected his wishes to reserve the land for Māori miners and did not sign.

2.19 However, in June 1862, the Crown agreed with other sections of Ngāti Tamaterā to open Te Matewaru lands at Koputauaki/Tokatea to mining. . The cruiser *HMS Harrier* transported the governor to Coromandel for this meeting and anchored in the harbour

during the proceedings. On 28 June, a few days after the Tokatea agreement was reached, Governor Grey proclaimed most of the Coromandel Peninsula a goldfield including the Te Matewaru lands at Tokatea. The field officially opened two days later.

2.20 Te Hira was not present and did not sign the agreement and was extremely angry when he arrived on 28 June.

2.21 He initially opposed mining on the land of Te Matewaru but eventually accepted £600 of the £1000 paid by the Crown. Some Ngāti Tamaterā considered that the payment was to recognise Te Hira's interests in the land. However, Te Hira was reported to have said he accepted the money from others in recognition of how they had "trampled under foot the Māori law." Te Hira continued to oppose goldmining in other parts of the Ngāti Tamaterā rohe.

WAR AND RAUPATU IN SOUTH AUCKLAND AND WAIKATO

2.22 In mid-1863, tension built in the the south west of the rohe of Ngati Tamaterain response to conflict between the Kīngitanga and the Crown. The Crown considered South Auckland and Hauraki lands strategically important because of the need to protect supply lines and settlements in and around Auckland. On 12 July 1863 Crown forces crossed the Mangatāwhiri stream, invading Kīngitanga territory and initiating war.

2.23 Ngāti Tamaterā were not involved in any plans to attack the Crown prior to the crossing of the Mangatahiwiri Stream by the Crown's forces. After war began in 1863, Ngāti Tamaterā publicly announced the iwi's refusal to fight and endeavoured to create a boundary at Tararu Point on the coast which Kīngitanga forces fighting the Crown could not cross. However, Ngāti Tamaterā tradition records that the iwi supported the kaupapa of the Kīngitanga and continued to regard the Crown with suspicion.

2.24 In October 1863, the Crown sent HMS *Miranda* and HMS *Sandfly* to blockade the Firth of Thames, in order to prevent military supplies reaching the Kīngitanga and patrol for "rebel" Māori. These warships destroyed waka and intimidated Māori living on the coastal areas of Hauraki, including Ngāti Tamaterā.

2.25 Fighting between the Crown and Māori in the Waikato ended in April 1864 and Crown officials asked Māori, including Hauraki iwi, to lay down their guns. While the iwi had not taken up arms against the Crown, Ngāti Tamaterā surrendered their guns to Crown forces in April 1864. Between 1864 and 1865 the Crown confiscated land in the central Waikato under the New Zealand Settlements Act 1863 to punish Māori it considered to have been rebels. The confiscation included land in which Ngāti Tamaterā had customary interests.

2.26 The New Zealand Settlements Act 1863 provided for the establishment of a Compensation Court to determine compensation for those whose lands were confiscated but had not participated in rebellion. Hauraki Māori with claims to the confiscated lands subsequently submitted applications to the Crown seeking compensation The court did not, however, consider the Hauraki applications. Instead the Crown appointed an agent and authorised him to negotiate with Māori to reach settlements outside the court for land in the East Waikato block Records of the

negotiations with Hauraki iwi are limited and precise figures may not be available, but two other Marutūāhu iwi received at least £1,300 compensation.

2.27 Ngāti Tamaterā received neither money nor land to compensate them for their interests in land confiscated in 1864 and 1865 in the vicinity of the Waikato River.

TAURANGA MOANA: RAUPATU AND THE TE PUNA AND KATIKATI PURCHASE

2.28 Between April and June 1864, the Crown conducted military operations against Māori in Tauranga Moana. In 1865 the Crown proclaimed a confiscation district of 214,000 acres, and in 1868 a further 76,000 acres were added to this district by the Tauranga District Lands Act. Ngāti Tamaterā had customary interests in parts of this district. Governor Grey promised to return three quarters of this land to those who had not been involved in the fighting.

2.29 Land in the Tauranga confiscation district that became known as the Te Puna and Katikati blocks was part of the land marked for return to Māori. During 1864, the Crown entered into negotiations with another iwi to purchase these two blocks of approximately 90,000 acres. The Crown then paid a deposit of £1000 to the other iwi for this land.

2.30 These arrangements with another iwi drew Ngāti Tamaterā into the negotiations. In September 1864, a number of Ngāti Tamaterā leaders including Te Hira, Te Moananui, and Taraia wrote to the Crown opposing the Te Puna and Katikati purchase. Taraia threatened to use force if the Crown did not recognise his interests in Katikati.

2.31 In December 1864, a Ngāti Tamaterā delegation led by Te Moananui agreed to an arbitration process over part of the lands in which he claimed interests. The arbitrators were the civil commissioners for Auckland and Tauranga. They concluded that the Katikati block (located between Te Kahakaha and Nga Kuri a Wharei) should be surveyed and the purchase money divided equally between Ngati Tamaterā and the iwi with whom the Crown had first entered negotiations. Urupā were to be surveyed and reserved from the transaction.

2.32 The commissioner's report dealt only with Taraia's claim to the Katikati block, but Taraia and other Ngāti Tamaterā claimed interests further south including parts of the adjoining Te Puna block. In June and July 1866 Ngāti Tamaterā and other iwi signed deeds with the Crown to finalise the Katikati arbitration and make additional agreements relating to their interests in the Te Puna block. Ngāti Tamaterā was to receive a share of £1660 the Crown agreed to pay Hauraki iwi for their interests in the Katikati and Te Puna blocks.

2.33 In addition to this payment, urupā reserves at Pukewhakataratara (50 acres), Tiroa (5 acres), Paewai (5 acres), Takaihuehue (5 acres), Ngatukituki (5 acres), and Tangitu (5 acres) were identified in the deeds signed by Ngāti Tamaterā and other Hauraki iwi. However no evidence has been found that these urupā were ever reserved. While the Crown set aside nearly 8000 acres in the Te Puna and Katikati blocks for other iwi, Ngāti Tamaterā were only awarded two reserves of 15 acres and 50 acres. This seriously undermined Ngāti Tamaterā's long-standing associations in Tauranga Moana.

OPPOSITION TO LAND ALIENATION

2.34 From 1864, after the conclusion of the Waikato war, there was much greater interest in gold mining at Thames and Ohinemuri. A further agreement between the Crown and Ngāti Tamaterā was signed in 1864 to manage gold mining activities at Coromandel. None of the iwi's Thames or Ohinemuri lands were included. Ngāti Tamaterā remained strongly opposed to alienation of any kind on their lands at Ohinemuri and iwi traditions record that Te Hira established and maintained an aukati or boundary at the Omahu Stream in the Ohinemuri block.

2.35 The opposition of some Ngāti Tamaterā to mining and land sales in Thames and Ohinemuri was further influenced after the war by the arrival of Pai Marire or Hauhau missionaries in the Ohinemuri area in 1865. The Hauhau movement was founded by Te Ua Haumene in 1862. Based on the Christian Bible, it promised the achievement of Māori autonomy and the protection of their land through divine intervention.

2.36 Following the war Ngati Tamaterā of Ohinemuri, especially Te Hira and Tukukino of Ngāti Kiriwera, were aligned with the Kīngitanga. In April 1867, Te Hira declared his lands a refuge for those Māori pursued by the Crown in the aftermath of war in the Waikato and Tauranga. Te Hira and Tukukino also attended King Tawhiao's great meeting at Tokangamutu the following year with many of their people. At the meeting, Tawhiao repeated his disapproval of land sales and leasing and gold mining, a view Te Hira shared. Te Hira also extended support to Te Kooti who had founded another religious movement and was involved in conflict with the Crown and its Māori allies.

GOLDMINING AT THAMES

2.37 Initially, those aligned with the Kīngitanga rejected the Crown's attempts to arrange leases for gold mining purposes. By 1867, however, some Ngāti Tamaterā rangatira were willing to engage in negotiations with the Crown to permit mining on their lands north of Thames. On 9 November 1867, the Crown signed an agreement with Te Moananui and 26 others of Ngāti Tamaterā called the Te Mamaku I deed. Through this deed Ngāti Tamaterā ceded mining rights to the Crown for all Ngāti Tamaterā interests in lands from Te Mamaku, just south of Te Puru on the Thames coast, up the coast to Moehau and around the top of the peninsula to Whitianga. This deed extended the area of Ngāti Tamaterā land which could be mined beyond that agreed in 1864. Te Hira signed, but remained opposed to mining at Ohinemuri. The agreement provided for an initial payment of £500 by the Crown, to be recouped from revenue generated by mining licences. In addition, the Crown was to meet the cost of surveying areas of the iwi's lands excluded from the agreement and to survey boundaries of land owned by other iwi.

2.38 In this second phase of gold mining, capital and machinery were required to effectively mine the quartz deposits and by 1865 companies had become a significant presence on the goldfields. Although companies were formed and capital invested in the gold field, the mining of the field was not considered to be a success.

2.39 Te Moananui repeatedly complained about the collection and distribution of the revenue from the goldfield. In the 1860s the Crown had difficulty making payments to Māori owed money for mining leases. In a two year period from August 1867, £22,176 was collected by the Crown to pay to Maori landowners. Less than half of this amount,

£10,975, had been received by Maori landowners up to the end of January 1869. Revenues generated through goldfields leases were initially distributed to rangatira of the iwi as representatives of the wider iwi. As most of these lands remained in customary title in the 1860s and were unsurveyed. Crown officials had difficulty identifying those who should receive payment.

2.40 The mining agreements the Crown and Ngāti Tamaterā entered into in 1862, 1864 and 1867 contained certain benefits for Māori relating to the goldfields. In October 1868 the Auckland Provincial Council introduced new provisions to manage the revenue flows of the goldfields without consulting the iwi who signed the agreements.

2.41 In August 1869, leaders of Ngāti Tamaterā, Ngāti Maru, and Ngāti Whanaunga petitioned Parliament about the new regulations complaining that they contained no reference to the reservation of their lands for residences, cultivations and burial grounds, and noted an expected reduction in the revenue they would earn from mining leases. The petitioners also complained about the lack of consultation about the changes. The select committee that considered the petition disagreed with the petitioners, but an amendment to the Gold Fields Act in 1869 included some modifications to address their concerns.

GOLDMINING AT OHINEMURI

2.42 Despite key Ngāti Tamaterā rangatira opposing the opening of Ohinemuri to goldmining, in 1867 and 1868, some Ngāti Tamaterā supported goldmining in the area. On 19 December 1867, 63 Ngāti Tamaterā signed a preliminary cession agreement leasing their Ohinemuri lands for goldmining. The Crown paid them £500 for entering the agreement and a £1000 advance against future revenue.

2.43 Taraia did not sign this agreement, but wrote to the governor to advise that he accepted that the agreement would give the gold to the Crown, but not the land. However, as Te Hira had not signed the 19 December agreement, the Crown chose not to open the Ohinemuri district to gold mining at this time.

THE NATIVE LAND COURT IN HAURAKI

2.44 By 1870, the Crown was focussed on preparing for Native Land Court hearings into Ohinemuri and purchasing land in the Coromandel area. Crown officials expected court awards to undermine the stalemate in goldmining negotiations for Ohinemuri.

2.45 The Crown established the Native Land Court under the Native Lands Acts of 1862 and 1865 and had held its first hearings in the Hauraki district in 1865. The Acts establishing the Native Land Court set aside the Crown's Article 2 Treaty right of pre-emption. Māori landowners listed in the title could alienate their interests in the land by lease or sale to private parties or the Crown once title had been awarded.

2.46 Any Māori person could initiate a title investigation through the Native Land Court by submitting an application to the court. Once an application was submitted, all of those with customary interests needed to participate in the hearing if they wished to be included in the Crown title regardless of whether they wanted a Crown title or not. Customary tenure was complex and facilitated multiple land use through shared

relationships with the land. The new land laws required those rights to be fixed within a surveyed boundary and did not necessarily include all those with a customary interest in the land. Under customary Māori title land was held communally. When Crown titles were awarded to Ngāti Tamaterā lands, interests were awarded to named individuals.

2.47 In mid-May 1870, the Native Land Court convened at the Ohinemuri meeting house of Te Hira to begin considering lands in the Ohinemuri area. Only Owharoa and Waihi were heard in 1870. Another iwi claimed and was awarded Owharoa, while Waihi was awarded to Ngāti Tamaterā. Tensions between Ngāti Tamaterā and other iwi led to armed conflict in 1870 and the court withdrew from the area.

ALIENATION OF MOEHAU, WAIKAWAU AND OHINEMURI

2.48 In the early 1870s, the Crown implemented a national development policy which included large scale land purchases in the North Island including the Hauraki region and land blocks in which Ngāti Tamaterā had customary interests. As part of this land purchasing programme, in March 1872 the Crown appointed a land agent, on commission, to purchase lands at Waikawau, Moehau, and Ohinemuri, where Ngāti Tamaterā had significant interests.

2.49 To protect its negotiations to acquire Māori land, the Crown issued proclamations under the Immigration and Public Works Amendment Act 1871 in July and October 1872 covering the Ohinemuri and Te Aroha areas, and again in 1874, prohibiting private transactions over lands containing gold in the entire Coromandel Peninsula and the Hauraki Plains south to Te Aroha. These proclamations gave the Crown a monopoly purchasing position. Ngāti Tamaterā were among 165 Māori who wrote to Parliament opposing the Crown's monopoly, complaining that the proclamations caused "loss and inconvenience."

2.50 After the monopoly proclamations were in place, the Crown attempted to acquire the interests of individuals in lands in which Ngāti Tamaterā had interests, before the Native Land Court had awarded titles for these lands, The Crown acquired many interests through the use of raihana. This was a system whereby store goods were provided to Māori and paid for by the Crown with the sums involved being treated as payments against Māori lands. These pre-title advances were made in the form of small scale store credit and later large scale advances for hakari and tangi. Ngāti Tamaterā tradition records that their impoverishment after the war led to their participation in the raihana system.

2.51 In 1872, for example, the Ngāti Tamaterā rangatira Taraia and Paora Te Putu both died. Crown officials made raihana agreements for goods worth £3000 which Ngati Tamaterā used for the tangi. This raihana was charged against the Waikawau block in the first instance, but as some Māori who had accepted the raihana did not have interests in Waikawau, the goods were charged against Moehau and Ohinemuri for which the Crown also paid cash advances.

2.52 The Crown's land agent recognised that transactions the Crown entered into with individual Māori would undermine the objections to land alienation held by rangatira such as Te Hira, who supported Kīngitanga aspirations to retain ownership and control of land. The land agent recorded that 'Te Hira would not be able to "stand alone against the wishes of the whole tribe."'

2.53 The debt some Ngāti Tamaterā individuals incurred through the raihana system in the early 1870s was substantial. By December 1872, the Crown's local land agent informed the Native Minister that the amount advanced to Ngāti Tamaterā in cash and store goods was approaching £26,000 and had been secured against several land blocks. Ngāti Tamaterā strongly objected to the way in which debt had been accumulated against their Ohinemuri, Moehau, and Waikawau in a piecemeal fashion and through the provision of goods at various stores.

2.54 By 1874, as the raihana increased, those who had previously opposed mining at Ohinemuri saw mining concessions as a way of repaying the amounts owed, so that they could retain ownership of the land. By early December, Ngāti Tamaterā had tentatively agreed to lease Ohinemuri to the Crown for mining to cover the £15,000 debt accumulated by Ngāti Tamaterā and other Māori against the Ohinemuri block. If the land was not goldbearing, Māori agreed that land equal to the debt would be conveyed to the Crown. Te Hira was to manage the land for the iwi and hapū who had interests in the land. Reserves were arranged and boundaries negotiated.

2.55 Te Moananui was still extremely unhappy about the liability of landowners for raihana. He and Te Hira wanted these advances and the debt to be charged against Moehau and Waikawau and the balance written off. They did not want these amounts to be charged against Ohinemuri. They were aware, however, that some of the individuals who had debts against Ohinemuri had no interests in Moehau and Waikawau. Te Moananui and Te Hira also understood that one of the possible outcomes of the agreement was that if insufficient revenue was generated by gold mining through the proposed lease, they could still lose their Ohinemuri lands. The Crown's land agent recognised that Ngāti Tamaterā were opposed to the alienation of the land, and publicly stated that the land would remain with Māori with the gold only passing into Crown control. After receiving this commitment, Te Hira initially against the agreement, by 22 December withdrew his opposition.

2.56 The December 1874 agreement was confirmed when Ngāti Tamaterā signed an agreement with the Crown on 18 February 1875 at a ceremony attended by the Colonial Secretary and the Native Minister. Eighty eight individuals including Te Hira and his sister Mere Kuru signed, but Te Moananui did not. In all, 210 people signed the lease and the Ohinemuri block was proclaimed open for goldmining in early 1875. The lease, however, was not signed by all those who the Native Land Court subsequently recognised as owners of Ohinemuri and the Crown applied all the rental income to the repayment of the advances it had paid Māori before 1875, despite not all of the owners having accepted these advances. As a result Ngāti Tamaterā and other Māori did not receive any income from gold mining in their rohe.

RESIDENCE SITE LICENCES

2.57 In the 1860s, with the owners' agreement, the Crown included occupation and other rights in its gold mining licenses. These licenses applied to land awarded to Ngāti Tamaterā including the Waipatukahu 5B block. These residence site licences were incorporated into the new mining legislation regime which was introduced in the early 1870s. In return for a small annual fee, licensees received a long-term and renewable right to occupy and build upon a site of up to one acre, for which the Crown collected fees which it paid to Māori landowners in addition to mining lease payments. Licensees did not have to be gold miners. Māori were unable to remove their lands from such

agreements, although the Crown had the power to cancel licences. Despite the decline of gold mining in Hauraki after the 1860s, the Crown did not revoke the declarations of the goldfields, which meant that residence site licences and the lands they concerned remained subject to Crown control. The Crown continued to grant residence site licences through to the late 1920s.

2.58 Throughout the nineteenth and twentieth centuries the Crown did not ensure rents for the licences or leases were regularly revised to account for inflation, which meant Māori landowners frequently received rents for their lands which were well below market values. In 1962 Parliament passed the Mining Tenures Registration Act, which removed the Crown's power to cancel licences for breach of the original conditions of use and converted the licences to leases renewable every twenty-one years in perpetuity. In 1976 some Pare Hauraki leaders sought a resolution to their outstanding residence site licence grievances in the High Court. They were unsuccessful. However, in 1980 they reached an agreement with the Crown. The Crown made compensation for lands subject to residence site licences, for the inadequacy of past rents, and for Māori having no alternative but to have those lands purchased by the Crown.

NATIVE LAND COURT TITLE INVESTIGATIONS, MOEHAU, WAIKAWAU, AND OHINEMURI

2.59 The Crown applied to have its interests in the Moehau block determined by the Native Land Court in September 1878. The Crown had acquired these interests through pre-title advances in the form of direct payments and goods in kind made since 1872. Māori agreed to the 1875 Ohinemuri lease to repay the raihana and advances totalling £15,000 that the Crown had paid to Ngāti Tamaterā and others. The Crown's application for interests in Waikawau and Moehau would satisfy further parts of the debt. Consequently, the court issued orders vesting an area of 22,125 acres in the Crown as well as issuing smaller areas of land to individuals of Ngāti Tamaterā and two other iwi. Ngāti Tamaterā received approximately 6000 acres in six blocks, but within two years, the Crown had purchased further interests in Moehau including parts reserved from the original purchase for Ngāti Tamaterā.

2.60 In 1878, the Native Land Court also determined that Ngāti Tamaterā were owners of Waikawau. In recognition of existing agreements with the Crown, the court transferred ownership of 44,161 acres (most of the block) to the Crown creating 16 reserves totalling 5017 acres for Māori.

2.61 Despite the 1875 lease and Māori expectations that the freehold of Ohinemuri would remain in their ownership, by 1877 the Crown had begun negotiating the purchase of individual interests in this block. By 1879, Crown agents had obtained 260 signatures to this deed which they thought equated to approximately two-thirds of the block. Following earlier difficulties with the raihana system, these transactions involved monetary payments and not vouchers for store goods charged against Māori owned land. Crown agents were still working under a Crown monopoly, established in May 1878 by a proclamation under the Government Land Purchases Act of 1877 prohibiting Māori from alienating their land to private parties in specified blocks where the Crown had purchased interests, including Ohinemuri, Waikawau, Moehau, and other blocks in which Ngāti Tamaterā had interests.

2.62 In 1880, the Crown applied to the Native Land Court to have its interests defined. In some instances those individuals who received pre-title advances were not aware of which land or how much of it would be alienated. At this court hearing, many of those who had received money were unwilling to participate in the title investigation. The hearing did not proceed at this time because not all Māori were aware of how much land the Crown had acquired.

2.63 The Crown proceeded to acquire further individual interests over the next two years before it applied again to the court to have its interests determined. In its 1882 application the Crown asked the Native Land Court to define its interests in Ohinemuri proportionate to the shares it had purchased after 1875. Of the £15,000 in raihana and advances which had been charged against Ohinemuri before 1875, approximately £8000 had yet to be repaid. In 1882, during Native Land Court hearings the Crown agreed to write-off that remaining amount. Right-holders who had not sold their land before 1875, but who had agreed to the goldmining agreement of 1875, had not received their lease monies as the Crown withheld them to pay off the debt against the block.

2.64 In 1882, the court awarded the Crown freehold title to more than half of the Ohinemuri block. The court found that more than 200 individuals had rights in the block. As part of this process, reserves in Ohinemuri were set aside for those who had sold land to the Crown and other areas were set aside for non-sellers. Ngāti Tamaterā received approximately 4000 acres of reserves in the Ohinemuri block, with no alienation restrictions. A further six reserves of 10 acres or less were to be set aside to be held in trust. They were declared to be inalienable. They were Rauwharangi, Waitawhera-Te Pahi, Kotangitangi, Rau o Te Whero, Kahotara and Perekewhakaputaia. Rau o Te Whero and Perekewhakaputaia were vested in 1885. However, Rauwharangi and Kotangitangi were vested in 1978 in a tribal organisation. No record has been located to show the other two reserves were created.

2.65 In 1882, when the court finalised the Crown's interests in the Ohinemuri block, many of those who had received payments from Crown agents were not included in the title. Of 260 individuals who had signed the sale agreement after 1878, 193 were awarded interests by the court. As the court awarded unequal shares to the many owners, forty three of those found to have interests had been overpaid by £4415 and 150 had been underpaid by £5714. After the Court awarded title to the block another 141 individuals sold their land to the Crown in 1882 leaving approximately 85 who retained ownership. By 1900, Ngati Tamaterā and others retained an area of less than 600 acres in the Ohinemuri lands.

OTHER CROWN PURCHASES IN LATE NINETEENTH AND EARLY TWENTIETH CENTURIES

2.66 During the nineteenth century the Crown purchased other Ngāti Tamaterā lands in additional to Moehau, Waikawau, and Ohinemuri. By 1877, some 70 per cent of Māori land in the Coromandel Peninsula, Thames, Ohinemuri, and Waihi areas had been alienated. The Crown did not seek to purchase Ngāti Tamaterā interests in the Hauraki Plains until the late 1870s. The first Crown purchases of Ngāti Tamaterā land in the Hauraki Plains were finalised in 1878 and included Ahikope, Omotai, Te Nihinihi, Te Tautiti, Totarapapa, Waihou, and Wharekahu. In most cases the Crown finalised its purchases within a year or two of title having been issued by the Native Land Court.

2.67 Other Crown purchases occurred in the early twentieth century. In early 1906, the Commissioners of Crown Lands were instructed to identify Māori-owned land which was suitable for settlement purposes. Auckland officials recommended that all Māori land remaining in the Ohinemuri and Thames counties should be acquired by the Crown. Nine blocks were identified by the commissioners for priority negotiations, including the Kaikahu block in which Ngāti Tamaterā were awarded shares. Wherever the Crown was able to obtain interests in a block, it could apply to have its interests determined by the Native Land Court, which could partition the block and award portions to the Crown. Between 1905 and 1909 where the Crown was able to negotiate the purchase of a majority of interests in the land, section 20 of the Māori Land Settlement Act 1905 provided for the entire block to become Crown land.

2.68 In 1907, the Crown recruited a land purchase officer to negotiate the purchase of this land. He anticipated significant opposition from Māori to the acquisition of these lands by the Crown, but considered that debt and food shortages caused by crop failure provided an opportunity to purchase land in the district. That year a preliminary report of the Royal Commission on Native Lands and Native Land Tenure, the Stout-Ngata Commission, expressed significant concern about the low level of land remaining in Māori ownership across the Hauraki district and recommended that most of it remain in Māori ownership.

2.69 Despite the recommendation of the Royal Commission, the Crown acquired some additional Ngāti Tamaterā lands in 1907 and 1908 under the Māori Land Settlement Act 1905. The Crown acquired an area of 13,468 acres of land in Hauraki while this Act was in force. This included Ngāti Tamaterā interests in Kaikahu acquired in 1907 and 1908, and the 2458-acre Ngati Tamaterā reserve in Ohinemuri 17, which the Crown also purchased in 1908 under the Māori Land Settlement Act 1905. Overall, the Crown acquired 4220 acres of the Ohinemuri reserves in the early twentieth century along with 1044 acres of Te Aroha reserves and 5487 acres of Whangamata, all areas in which Ngāti Tamaterā had customary interests. By 1910 approximately 85 per cent of Hauraki lands had been alienated from Māori ownership.

GOLD COMMISSION, 1935

2.70 In 1935, Ngāti Tamaterā and others presented two petitions concerning mining revenues to Parliament. The Crown referred them to a commissioner. Although the commissioner rejected the claim that Māori were entitled to receive payments for mining rights after the lands in question were permanently alienated, he concluded that the state of the records left him unable to determine what payments were made by the Crown to Māori for mining rights. Nonetheless, he thought that there was a certain amount of doubt "as to the proper distribution to the Natives of the money they were entitled to." For this, and other reasons, the commissioner recommended an ex gratia payment of £30,000 to £40,000 be made to those groups by way of compensation. While Hauraki iwi including Ngāti Tamaterā submitted further petitions, no such payment was made.

ENVIRONMENTAL IMPACTS OF MINING IN THE NGĀTI TAMATERĀ ROHE

2.71 Gold mining had a profound impact on the landscape of the Ngāti Tamaterā rohe. In the late nineteenth century the main source of energy for the mining industry in the

Coromandel, Thames, and Ohinemuri areas was wood cut from the surrounding bush. Much of the bush around Waihi was cleared to support the mining industry.

2.72 In 1895, the Waihou and Ohinemuri Rivers were proclaimed water courses under section 152 of the Mining Act 1891. This authorised the discharge of mine tailings and other waste into the rivers and the rivers became known as 'sludge channels'. The tailings were produced by batteries that crushed and processed material extracted from nearby mines. Tailings, including cyanide-treated waste, were deposited in the waterways. Such discharges could render the downstream water unsuitable for human or animal consumption and could kill marine life. The introduction of the cyanide process in 1892 significantly increased the output from stamper batteries in the Ohinemuri catchment.

2.73 The discharge of mining waste into rivers is associated with massive silting in river beds which Ngāti Tamaterā communities expressed concern about. In 1907, for example, a major flood of the Ohinemuri River was the subject of a petition from Ngāti Tamaterā who complained about the mining industry discharging deposits for tailings and mining debris, and waste water into riverways affecting the Ohinemuri and Waihou Rivers. The petition referred to the loss of a suitable water supply, the damage to crops, gardens and pasture on lands adjacent to the river and the loss of an important fishery. All were crucial sources of food which supported the nine Ngāti Tamaterā communities the petitioners said occupied land along the river. The areas of land occupied by Ngāti Tamaterā communities were located downstream of the mining activities and outside the land ceded to the Crown for mining purposes.

2.74 In response to the Ngāti Tamaterā petition, miners insisted that the flood was a natural event and that their industry would suffer if limits were placed on their discharges into the rivers. While the Goldfield's and Mines Committee considered the petitions and reported that a process should be set up to deal with the silting of the Waihou and Ohinemuri Rivers, no change came about at this time.

2.75 Another major flood in March 1910 on the Ohinemuri and Waihou Rivers generated more complaints from farmers and Māori, including Ngāti Tamaterā, living beside the rivers. The Crown subsequently established a commission to investigate the consequence of mine discharges and determine what actions could be taken to deal with any issues. The silting commission appointed on 14 May 1910 heard from 92 witnesses, including some Ngāti Tamaterā, visited the sites affected, and reviewed other evidence. One Ngāti Tamaterā witness considered the Crown's failure to protect Māori lands from the damage caused to the rivers by mining to be a serious breach of the 1875 agreement in which the iwi had ceded mining rights to the Crown.

2.76 The silting commission presented its report in July 1910, concluding that flooding was exacerbated by the discharge of mining waste into the rivers, but that trees planted beside streams, and the increased runoff through the clearance of bushland had aggravated the situation. The commission was "satisfied that material damage" had been done to land located downstream of the mines as a result of the damage caused by the discharge of mine tailings and other waste in accordance with the Crown's 1895 proclamation making Waihi and Ohinemuri water courses for mining waste. The commission also concluded that the silt-laden water of the Ohinemuri River and lower Waihou River prevented settlers from using the water for stock, but that cyanide or poisons had not seriously affected farmers.

2.77 The commission recommended the Crown establish a rivers board for the catchment area with the exception of the Waihou River mouth, which would continue to be managed by the Thames Harbour Board. Flood control works were to be carried out by the board, funded in part by the Crown. The balance would be contributed by a special levy on mining companies and a rate paid by landowners except the Crown.

2.78 The Waihou and Ohinemuri Rivers Improvement Act 1910 provided for a board to manage the rivers within the entire catchment, but this board was never established. Instead, the Public Works Department, authorised to undertake river protection works in the legislation, remained in control of the scheme until 1961. The scheme was funded by the Crown. The Minister of Public Works was also empowered to take land under the Public Works Act 1908 for flood control or watershed protection.

2.79 Between 1903 and 1918, approximately 14 kilometres of the Ohinemuri River bed near Paeroa were dredged and the mine tailings reprocessed. Over 900,000 tonnes of tailings were dealt with in this manner and the waste returned to the river in a finely ground form. Dredging the river proved profitable, but ceased after a major flood in 1918. Mining at Karangahake ended the same year but mining at Waihi continued until 1952.

2.80 Major works were undertaken by the Public Works Department between 1912 and 1932 near Paeroa on the Waihou River downstream of the junction with the Ohinemuri. Stop banks were constructed on the Waihou River downstream of Paeroa, canals were cut below the junction with the Ohinemuri to shorten the flow path of the Waihou, and dredging around the Te Puke wharf was undertaken.

2.81 All these works resulted in significant changes to the rivers and surrounding lands upon which Ngāti Tamaterā lived and drew traditional resources. These changes compromised the quality of life for communities living beside the rivers. Ngāti Tamaterā was not consulted about the creation of the flood protection works or the establishment of the various boards that managed them.

THE HAURAKI PLAINS DRAINAGE SCHEME

2.82 The Hauraki Plains are a vast expanse of naturally low-lying swampy land. A complex river system flows through these plains which has formed levees, sand banks and deep peat swamps. Ngāti Tamaterā established settlements and temporary camps on higher grounds formed by the rivers which were above the flood levels. These wetland areas were a significant source of food for Ngāti Tamaterā before settlers began altering the landscape in the twentieth century. Tuna and birdlife were caught in the swamps while the plains were also rich in flax, which was used for clothing and shelter.

2.83 A proposal for draining the swamps on the Hauraki Plains was developed from 1899. Initial surveys were completed while the Crown purchased the individual interests of Ngāti Tamaterā owners and others in the land blocks on the plains. An engineer was appointed in 1907 to prepare a scheme for drainage and reclamation of the Piako swamp. The following year, the Hauraki Plains Act 1908 authorised the Department of Lands and Survey to drain and develop the land.

2.84 The Hauraki Plains drainage scheme had several features. The Piako River was cleared, the Maukoro and Pouarua canals were constructed to control the water flowing from the hills to the west of the plains, an internal drainage system was established, flood gates were installed and stop banks along foreshore and lower reaches of the major rivers were built to prevent tidal overflow and flooding. The scheme also provided for the construction of roads, bridges and wharves to provide access to the land.

2.85 By the 1970s, the land remaining in Ngāti Tamaterā ownership on the Hauraki Plains was a remnant which had survived the Crown's land purchase programme of the late nineteenth and early twentieth century. Between 1908 and 1911, 2000 acres in the Hauraki Plains was acquired from Hauraki Māori under the Hauraki Plains Act 1908 and the Public Works Act.

2.86 Following the period of extensive Crown purchasing in the 1890s and 1900s and the land taken under the Public Works Act for the drainage scheme, Ngati Tamaterā was left with little land with which to benefit from the scheme. The draining of the swamps and rivers also took away a food source central to the lives of Ngāti Tamaterā communities of the plains and destroyed sensitive sites through the construction of railways, roads, drains and stop banks. Between 1978 and the early 1990s land remaining in Māori ownership was subject to a further round of land taking to protect the drainage scheme.

2.87 One of the Ngāti Tamaterā properties affected by flood protection work in the 1970s was the site of Taharua Marae, near Paeroa. Land was taken for the purposes of realigning stop banks away from the river channel in order to straighten the water course to better protect the township of Paeroa from flooding. To achieve this outcome, the whare at the marae had to be moved to a new site. The hapū agreed to this proposal but refused to allow the urupā to be relocated and the stop bank design was adapted accordingly. The Crown acquired Maori land for the new marae site, vested the property in the marae trustees, undertook the transfer of the whare and completed most of the development works agreed with the hapu. However, Ngāti Taharua consider that the infrastructure required for make the marae viable was not provided and has not been used since.

COMPULSORY ACQUISITION OF UNECONOMIC SHARES

2.88 By the mid-twentieth century Ngāti Tamaterā retained very little of its original landholdings in Hauraki and further land was lost when the Crown allowed the Māori Trustee to compulsorily acquire more land between 1953 and 1974. The Crown sought to address the issue of fragmented land interests by empowering the Maori Trustee to compulsorily purchase uneconomic interests in Ngāti Tamaterā land between 1953 and 1974. In 1953 the Māori Trustee was empowered to sell the shares to other owners, and in 1967 this power of sale was extended to include other Maori, and certain types of lessees of Māori land. Some individuals with affiliations to Ngāti Tamaterā who had interests in Moehau lands had those lands compulsorily transferred out of their ownership through the application of the Crown's uneconomic shares policy. These purchases severed the connections of some Ngāti Tamaterā to their ancestral land, and deprived them of their tūrangawaewae.

SOCIO-ECONOMIC ISSUES

2.89 Prior to 1840 Ngāti Tamaterā spoke te reo Māori fluently. At the end of the nineteenth century many Ngāti Tamaterā were bilingual, but most spoke te reo Māori as their primary means of communication. The first government Native School in Hauraki opened in 1883. The Crown saw the Native School system in part as a means of assimilating Māori, including Ngāti Tamaterā, into European culture. Māori children were strongly discouraged from speaking te reo Māori in Crown schools for decades, and were punished if they did. Monolingualism increased in the period 1950-1975, when the effect of education policies was compounded by urbanisation. A new generation of parents were convinced that their children had to speak English to succeed in the Pākehā world. The supremacy of English-language mass media exacerbated this decline of te reo Māori. By 1975 five per cent of Māori children could kōrero Māori. By the end of the twentieth century, twenty-seven per cent of Hauraki Māori spoke te reo Māori. The decline of te reo Māori contributed to a loss of tikanga Māori knowledge among Ngāti Tamaterā.

2.90 In the twentieth and twenty-first centuries, Ngāti Tamaterā, like other Hauraki Māori, generally experienced poorer health, including lower life-expectancy and higher infant-mortality rates, than Pākehā. Hauraki Māori also experienced higher unemployment and lower mean annual income rates than the general Aotearoa/New Zealand population during the twentieth and early twenty-first centuries.

2 [*Translation of historical account in te reo Māori*]

2.1 **[Note: the te reo Māori translation of the historical account has not yet been finalised so has not been inserted in this part. The te reo Māori translation will be included in the signing version of this deed and this note will be removed]**

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

3.1 The Crown acknowledges that until now it has failed to adequately address the deeply-felt grievances of Ngāti Tamaterā and recognition of these grievances is long overdue.

3.2 The Crown acknowledges that:

3.2.1 it took 78,000 acres of land in the Tāmaki block it considered surplus to those claimed by a settler as a result of a pre-Treaty transaction, including land in which Ngāti Tamaterā had interests;

3.2.2 a large portion of the "surplus lands" in the Tāmaki block were lands that the settler who made the transaction agreed would return to Māori ownership and this has long been a source of grievance for Ngāti Tamaterā;

3.2.3 it did not provide reserves for Ngāti Tamaterā or other Marutūāhu iwi within the bounds of the Tāmaki purchase; and

3.2.4 it failed to require the Tāmaki block to be properly surveyed and to require an assessment of the adequacy of lands that Māori held before acquiring the "surplus" in Tāmaki, and thereby breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.3 The Crown acknowledges that when it purchased an extensive area at Mahurangi and Omaha in 1841, including 200,000 acres between Te Arai and Maungauika, it failed to ensure adequate reserves would be protected in the ownership of Ngāti Tamaterā and this was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.4 The Crown acknowledges that it failed to obtain the consent of all owners to the establishment of a goldfield on Ngāti Matewaru lands at Tokatea in June 1862.

3.5 The Crown acknowledges that:

3.5.1 its representatives and advisers acted unjustly and in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles in sending its forces across the Mangatāwhiri in July 1863, and occupying land in which Ngāti Tamaterā had interests;

3.5.2 in the 1860s Ngāti Tamaterā never took up arms against the Crown; and

3.5.3 it intimidated Ngāti Tamaterā by using heavily armed gunboats to blockade Tīkapa Moana, and destroying waka.

3.6 The Crown acknowledges that it confiscated land in Waikato in which Ngāti Tamaterā had interests. This was unjust and a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.7 The Crown further acknowledges that the war and confiscation in Waikato had a devastating effect on the spiritual and material welfare and economy of Ngāti Tamaterā.

3.8 The Crown acknowledges that it compulsorily and unjustly extinguished Ngāti Tamaterā's customary interests within the Tauranga confiscation district and these actions breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.9 The Crown acknowledges that:

3.9.1 it failed to actively protect Ngāti Tamaterā interests in lands they wished to retain when it initiated the purchase of Te Puna and Katikati blocks in 1864 without investigating the rights of Ngāti Tamaterā;

3.9.2 it also failed to actively protect Ngāti Tamaterā interests in land they wished to retain when it did not provide wāhi tapu reserves agreed in the 1866 Te Puna Katikati deed leaving Ngāti Tamaterā alienated from their ancestral lands in Tauranga; and

3.9.3 these actions breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.10 The Crown acknowledges that:

3.10.1 it did not consult Ngāti Tamaterā about the introduction of the native land laws;

3.10.2 the resulting individualisation of land tenure was inconsistent with Ngāti Tamaterā tikanga;

3.10.3 the operation and impact of the native land laws, in particular the awarding of land to individual Ngāti Tamaterā rather than to their iwi or hapū, made those lands more susceptible to partition, fragmentation, and alienation;

3.10.4 this contributed to the erosion of the traditional tribal structures of Ngāti Tamaterā which were based on collective tribal and hapū custodianship of land;

3.10.5 this had a prejudicial effect on Ngāti Tamaterā and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and

3.10.6 its failure to provide a legal means for the collective administration of Māori land until 1894 was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles by failing to actively protect Māori interests in land they may otherwise have wished to retain in communal ownership.

3.11 The Crown acknowledges that:

3.11.1 it sought to purchase Ngāti Tamaterā interests in land blocks before title to the land was determined by the Native Land Court by making payments which sometimes took the form of goods from storekeepers charged against Ngāti Tamaterā land;

3.11.2 it made these payments knowing that they created severe divisions among Māori of the area;

3.11.3 it agreed to lease the Ōhinemuri block from some of the owners in 1875 and assumed control of the leased land without the consent of all of the owners. All the rents payable to Ngāti Tamaterā were used to repay the advances paid before 1875 even though some of the owners had not accepted any of these advances;

3.11.4 it resumed purchasing Ōhinemuri in 1877 despite its commitment in 1875 to refrain from purchasing Ōhinemuri lands having influenced the decision of Ngāti Tamaterā leaders to agree to the 1875 lease;

3.11.5 it used monopoly powers in all negotiations to purchase Ngāti Tamaterā lands; and

3.11.6 the combined effect of these actions was that the Crown failed to actively protect the interests of Ngāti Tamaterā, and this was a breach te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.12 The Crown acknowledges that valuable mineral resources on lands leased by Ngāti Tamaterā and others provided economic benefits to the nation.

3.13 The Crown acknowledges that:

3.13.1 it continued to control lands in Hauraki owned by Ngāti Tamaterā which were leased to settlers through residence site licences for many years after the decline of the gold mining industry in the region;

3.13.2 it failed for many decades to regularly revise rents for residence site licence lands, and that Ngāti Tamaterā received rents well below market-value for the lease of their lands as a consequence of this failure;

3.13.3 it promoted legislation that converted residence site licences to leases in perpetuity, leaving Ngāti Tamaterā no alternative but to have their lands acquired by the Crown; and

3.13.4 these actions deprived Ngāti Tamaterā of their rangatiratanga over land subject to residence site licences and breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.14 The Crown acknowledges that Ngāti Tamaterā are virtually landless and the Crown's failure to ensure that they retained sufficient land for their present and future needs was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.15 The Crown acknowledges that it established legislation that, between 1953 and 1974, empowered the Māori Trustee to compulsorily acquire shares in Ngāti Tamaterā land at Moehau that it considered uneconomic. The Crown acknowledges that this deprived some Ngāti Tamaterā of their tūrangawaewae and further undermined tribal structures, and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.16 The Crown acknowledges that environmental changes and pollution since the nineteenth century have been a source of distress and grievance for Ngāti Tamaterā. In particular the Crown acknowledges that:

3.16.1 goldmining activities since 1895 have polluted and degraded the Ōhinemuri and Waihou Rivers, and this has caused significant harm to the health and wellbeing of Ngāti Tamaterā communities that relied upon the rivers for physical and spiritual sustenance;

3.16.2 Ngāti Tamaterā could not share in the benefits drainage schemes brought to Hauraki because they owned so little land in the area; and

3.16.3 modifications to the course of the Waihou River and its tributaries since the 1890s have drained resource-rich wetlands, destroyed Ngāti Tamaterā wāhi tapu, and caused significant harm to kaimonana sources relied on by Ngāti Tamaterā.

3.17 The Crown acknowledges the harm endured by many Ngāti Tamaterā children from decades of Crown policies that strongly discouraged the use of te Reo Māori in school. The Crown also acknowledges the detrimental effects on Māori language proficiency and fluency and the impact on the inter-generational transmission of te Reo Māori and knowledge of tikanga Māori practices.

3.18 The Crown recognises that through its actions and omissions it has contributed to the economic and spiritual hardship and marginalisation of Ngāti Tamaterā in its rohe.

APOLOGY

3.19 The Crown offers the following apology to Ngāti Tamaterā, to your tūpuna and mokopuna.

3.20 The Crown profoundly regrets its failure to protect Ngāti Tamaterā from the rapid alienation of your lands in the decades following the signing of te Tiriti o Waitangi/the Treaty of Waitangi, and its invasion of lands south of the Mangatāwhiri and subsequent confiscations of land and resources under the New Zealand Settlements Act 1863, which had a crippling impact on the welfare, economy, and development of Ngāti Tamaterā.

3.21 The Crown has promoted laws and policies that caused Ngāti Tamaterā enduring harm through the alienation of whenua in the face of Ngāti Tamaterā protest, the loss of Ngāti Tamaterā rangatiratanga over lands in gold mining districts subject to resident site licenses, the pollution of the Ōhinemuri and Waihou Rivers due to gold mining, the draining of the Hauraki wetlands, and the loss of your taonga te reo Māori. For the prejudice it has caused Ngāti Tamaterā, and its breaches of te Tiriti o Waitangi/the Treaty of Waitangi and its principles, the Crown unreservedly apologises.

3.22 Through this settlement the Crown hopes to begin a new relationship with Ngāti Tamaterā, forged in the spirit of partnership, cooperation, and respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3 [*Translation of acknowledgements and apology in te reo Māori*]

3.1 **[Note: the te reo Māori translation of the acknowledgements and apology has not yet been finalised so has not been inserted in this part. The te reo Māori translation will be included in the signing version of this deed and this note will be removed]**

4 SETTLEMENT

ACKNOWLEDGEMENTS

4.1 Each party acknowledges that –

4.1.1 the Crown has to set limits on what, and how much, redress is available to settle the historical claims; and

4.1.2 it is not possible to –

(a) fully assess the loss and prejudice suffered by Ngāti Tamaterā as a result of the events on which the historical claims are based; or

(b) fully compensate Ngāti Tamaterā for all loss and prejudice suffered; and

4.1.3 the settlement is intended to enhance the ongoing relationship between Ngāti Tamaterā and the Crown (in terms of Te Tiriti o Waitangi/the Treaty of Waitangi, its principles, and otherwise).

4.2 Ngāti Tamaterā acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair, and the best that can be achieved, in the circumstances.

SETTLEMENT

4.3 Therefore, on and from the settlement date, –

4.3.1 the historical claims are settled; and

4.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and

4.3.3 the settlement is final.

4.4 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

4.5 Without limiting clause 4.4, nothing in this deed or the settlement legislation will –

4.5.1 extinguish or limit any aboriginal title or customary right that Ngāti Tamaterā may have; or

4.5.2 constitute or imply any acknowledgement by the Crown that any aboriginal title or customary right exists; or

4.5.3 except as provided in this deed or settlement legislation –

(a) affect a right that Ngāti Tamaterā may have, including a right arising:

(i) from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles; or

(ii) under legislation; or

(iii) at or recognised by common law (including common law relating to aboriginal title or customary law or tikanga); or

(iv) from fiduciary duty; or

(v) otherwise; or

(b) affect any action or decision under the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims; or

(c) affect any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in clause 4.5.3(b), including:

(i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or

(ii) the Fisheries Act 1996; or

(iii) the Maori Fisheries Act 2004; or

(iv) the Maori Commercial Aquaculture Claims Settlement Act 2004; or

(d) affect any rights Ngāti Tamaterā may have to obtain recognition in accordance with the Marine and Coastal Area (Takutai Moana) Act 2011, including recognition of the following:

(i) protected customary rights (as defined in that Act):

(ii) customary marine title (as defined in that Act).

4.6 Clause 4.5 does not limit clause 4.3.

REDRESS

4.7 The redress, to be provided in settlement of the historical claims, –

4.7.1 is intended to benefit Ngāti Tamaterā collectively; but

4.7.2 may benefit particular members, or particular groups of members, of Ngāti Tamaterā if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

4.8 The settlement legislation will, on the terms provided by sections 13 to 18 of the draft settlement bill, –

4.8.1 settle the historical claims; and

4.8.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and

4.8.3 provide that the legislation referred to in section 15(2) of the draft settlement bill does not apply –

(a) to –

(i) a redress property;

(ii) a commercial property if settlement of that property has been effected;

(iii) the purchased second right of purchase property if settlement of that property has been effected;

(iv) the purchased deferred selection properties if settlement of those properties has been effected;

(v) the Pouarua Farm property; or

(vi) any Aotea RFR land disposed of under a contract formed under section 159 of the draft settlement bill; or

(b) for the benefit of Ngāti Tamaterā or a representative entity; and

4.8.4 require any resumptive memorial to be removed from a certificate of title to, or a computer register for the following properties –

(a) a redress property;

(b) a commercial property if settlement of that property has been effected;

(c) the purchased second right of purchase property if settlement of that property has been effected;

(d) the purchased deferred selection properties if settlement of those properties has been effected;

(e) the Pouarua Farm property; or

(f) any Aotea RFR land disposed of under a contract formed under section 159 of the draft settlement bill; and

4.8.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not –

(a) apply to a settlement document; or

(b) prescribe or restrict the period during which –

(i) the trustees of the Ngāti Tamaterā Treaty Settlement Trust, being the governance entity, may hold or deal with property; and

(ii) the Ngāti Tamaterā Treaty Settlement Trust may exist; and

4.8.6 require the Chief Executive of the Ministry of Justice to make copies of this deed publicly available.

4.9 Part 1 of the general matters schedule provides for other action in relation to the settlement.

5 CULTURAL REDRESS

CULTURAL REDRESS PROPERTIES VESTED IN THE GOVERNANCE ENTITY

5.1 The settlement legislation will, on the terms provided by sections 20 to 42, 52, 62 to 70A and 75 of the draft settlement bill, vest in the governance entity on the settlement date –

Aotea

5.1.1 the fee simple estate in Te Rohu, being Hilltop Recreation Reserve, as a recreation reserve named Te Rohu Reserve, with the governance entity as the administering body; and

5.1.2 the fee simple estate in Rangitāwhiri, being part of Aotea Conservation Park, as a recreation reserve named Rangitāwhiri Reserve, with the governance entity as the administering body; and

Moehau

5.1.3 the fee simple estate in each of the following sites, with the governance entity as the administering body:

(a) Pāuhu, being part of Fantail Bay Recreation Reserve, as a recreation reserve named Pāuhu Reserve, subject to –

(i) the governance entity providing a registrable right of way easement in gross in relation to that property in the form in part 7.1 of the documents schedule; and

(ii) a right of entry in favour of the Department of Conservation for pest control purposes on the terms provided by section 70A of the draft settlement bill:

(b) Ō-kaharoa ki waenganui site B, being part of Fletcher Bay Recreation Reserve, as a recreation reserve named Ō-kaharoa ki waenganui Reserve, subject to –

(i) the governance entity providing a registrable right of way easement in gross in relation to that property in the form in part 7.2 of the documents schedule;

(ii) the governance entity providing a registrable easement in gross for a walkway in relation to that property in the form in part 7.3 of the documents schedule; and

(iii) a right of entry in favour of the Department of Conservation for pest control purposes on the terms provided by section 70A of the draft settlement bill:

(c) Ō-kaharoa-mā-whiti, being part of Stony Bay Recreation Reserve, as a recreation reserve named Ō-kaharoa-mā-whiti Reserve, subject to –

(i) the governance entity providing a registrable right of way easement in gross in relation to that property in the form in part 7.4 of the documents schedule;

(ii) the governance entity providing a registrable easement in gross for a walkway in relation to that property in the form in part 7.3 of the documents schedule; and

(iii) a right of entry in favour of the Department of Conservation for pest control purposes on the terms provided by section 70A of the draft settlement bill:

(d) Kāruhiruhi, being part of Stony Bay Recreation Reserve, as a recreation reserve named Kāruhiruhi Reserve subject to a right of entry in favour of the Department of Conservation for pest control purposes on the terms provided by section 70A of the draft settlement bill:

(e) Whakaangi, being part of Stony Bay Recreation Reserve, as a recreation reserve named Whakaangi Reserve, subject to–

(i) the governance entity providing a registrable easement for a right to store and convey water in relation to that property in the form in part 7.5 of the documents schedule;

(ii) the governance entity providing a registrable right of way easement in gross in relation to that property in the form in part 7.6 of the documents schedule;

(iii) the governance entity providing a registrable right of way easement in gross in relation to that property in the form in part 7.7 of the documents schedule; and

(iv) a right of entry in favour of the Department of Conservation for pest control purposes on the terms provided by section 70A of the draft settlement bill:

(f) Tāpapakaroro, being part of Sandy Bay Recreation Reserve, as a recreation reserve named Tāpapakaroro Reserve subject to a right of entry in favour of the Department of Conservation for pest control purposes on the terms provided by section 70A of the draft settlement bill:

(g) Ō-kahu-tai, being part of Sandy Bay Recreation Reserve, as a recreation reserve named Ō-kahu-tai Reserve, subject to –

(i) the governance entity providing a registrable right of way easement in gross in relation to that property in the form in part 7.8 of the documents schedule; and

(ii) a right of entry in favour of the Department of Conservation for pest control purposes on the terms provided by section 70A of the draft settlement bill; and

[**Drafting in clause 5.1.3(g) subject to the protection of affordable camping opportunities. Mechanism to be confirmed**]

5.1.4 the fee simple estate in Ō-kaharoa ki waenganui site A, being part of Fletcher Bay Recreation Reserve, subject to –

(a) the governance entity providing a restrictive covenant in gross in relation to that property in the form in part 7.9 of the documents schedule;

(b) the governance entity providing a registrable right of way easement in gross in relation to that property in the form in part 7.2 of the documents schedule; and

(c) a right of entry in favour of the Department of Conservation for pest control purposes on the terms provided by section 70A of the draft settlement bill; and

5.1.5 the fee simple estate in Urarima, being part of Moehau Ecological Area and part of Coromandel Forest Park and, under [sections 19 to 27] of the Pare Hauraki Collective Redress legislation, Urarima, Moehau Tupuna Maunga and Moehau Area (as those properties are described in the Pare Hauraki Collective Redress legislation) will together comprise a government purpose (Pare Hauraki whenua kura and ecological sanctuary) reserve named Moehau Tupuna Maunga Reserve –

(a) with the joint body established under [section 23] of the Pare Hauraki Collective Redress legislation to be the administering body of the reserve; and

(b) with any improvements in or on the property not vesting in the governance entity and [section 25] of the Pare Hauraki Collective Redress legislation will apply to the improvements; and

Waikawau Bay

5.1.6 the fee simple estate in the Waikanae property, being part of Waikawau Bay Farmpark Recreation Reserve, as a recreation reserve named Waikanae Reserve, with the governance entity as the administering body, and the Crown

will provide a registrable easement for a right to convey water in relation to that property in the form in part 7.10 of the documents schedule; and

Otautu

5.1.7 the fee simple estate in Horapūpara; and

Papa Aroha

5.1.8 the fee simple estate in Papa-aroha, being part of Papa Aroha Scenic Reserve, as a scenic reserve named Papa-aroha Reserve, with the governance entity as the administering body; and

Thames Coast

5.1.9 the fee simple estate in Te Karaka property, but this vesting –

(a) will only occur if, prior to the settlement date the caveat with instrument number 8571237.1, South Auckland Land Registration District registered against this property, has been withdrawn in accordance with section 147 of the Land Transfer Act 1952; and

(b) will not include the improvements in or on this property; and

5.1.10 the fee simple estate in Te Maunga Mau-paki, being part of Papakai Ecological Area and part of Coromandel Forest Park, subject to the governance entity providing a registrable conservation covenant in relation to that property in the form in part 7.11 of the documents schedule; and

5.1.11 the fee simple estate in Te Rauwhitiora as a recreation reserve named Te Rauwhitiora Reserve, –

(a) with a joint management body as the administering body, the members of which will be appointed by the governance entity and the Thames-Coromandel District Council; but

(b) if, on the settlement date, any part of the land shown marked B on OTS-403-59 (subject to survey) has the status of Crown Land subject to the Land Act 1948, then that part of the land will be included as part of Te Rauwhitiora and that property will be the property described in part 2 of schedule 1 of the draft settlement bill; and

5.1.12 the fee simple estate in Waipatukahu as a recreation reserve named Waipatukahu Reserve, with a joint management body as the administering body, the members of which will be appointed by the governance entity and the Thames-Coromandel District Council; and

5.1.13 the fee simple estate in Wai-ō-umu, being part of Waiomu Recreation Reserve, as a recreation reserve named Wai-ō-umu Reserve, with a joint management body as the administering body, the members of which will be appointed by the governance entity and the Thames-Coromandel District Council; and

5.1.14 the fee simple estate in Te Āputa, being part of Te Puru Scenic Reserve, as a scenic reserve named Te Āputa Reserve, with the governance entity as the administering body; and

5.1.15 the fee simple estate in Te waha o Te Parata as a recreation reserve named Te waha o Te Parata Reserve, with a joint management body as the administering body, the members of which will be appointed by the governance entity and the Thames-Coromandel District Council; and

Ōhinemuri

5.1.16 the fee simple estate in Te Kahakaha, being part of Coromandel Forest Park, as a scenic reserve named Te Kahakaha Reserve, with the governance entity as the administering body; and

5.1.17 the fee simple estate in Waitāwheta, being part of Kaimai Mamaku Conservation Park, as a scenic reserve named Waitāwheta Reserve, with the governance entity as the administering body; and

Homunga Bay

5.1.18 the fee simple estate in Homunga, being part of Orokawa Scenic Reserve, as a scenic reserve named Homunga Reserve, with the governance entity as the administering body.

5.2 Each of the properties referred to in clauses 5.1.3 and 5.1.4 are part of an area known as Cape Colville Farm Park.

5.2A The joint management body established by section 75 of the draft settlement bill will also administer the Crown Land described in part 3 of schedule 1 of the draft settlement bill as the "Additional Reserve Land" at Waipatukahu, as shown on the plan in Part 4 of the attachments, on the terms provided in section 75 and 76 of the draft settlement bill.

5.3 The governance entity will invite the Thames-Coromandel District Council to broaden the existing co-governance arrangements as provided in clauses 5.1.12 and 5.1.13 to include Thames-Coromandel District Council-owned land adjacent to Waipatukahu and Wai-ō-umu to more effectively manage those properties.

JOINT CULTURAL REDRESS PROPERTIES VESTED IN THE GOVERNANCE ENTITY AND OTHER GOVERNANCE ENTITIES

Kauri Point - Joint vesting with Ngāi Te Rangi

5.4 The settlement legislation will, on the terms provided by sections 20, 43 to 48, 62, 64 to 69, and 79 of the draft settlement bill, provide that –

5.4.1 the fee simple estate in the Kauri Point property, being part of Kauri Point Historic Reserve, will vest as undivided half shares, with each one half share vested in each of the following as tenants in common:

(a) the governance entity:

(b) the trustees of the Ngāi Te Rangi Settlement Trust; and

5.4.2 the Kauri Point property will vest on the later of the following dates –

(a) the settlement date; and

(b) the settlement date under the Ngāi Te Rangi and Ngā Pōtiki settlement legislation; and

5.4.3 the Kauri Point property is to be a historic reserve named the Kauri Point Historic Reserve; and

5.4.4 the Western Bay of Plenty District Council will be the administering body for the reserve as if the council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977; and

5.4.5 **owners** means the persons in whom the Kauri Point property is vested under clause 5.4.1; and

5.4.6 in relation to the Kauri Point property, while the Western Bay of Plenty District Council is the administering body –

(a) if the reserve management plan applying to this property is reviewed, the owners and the council will jointly prepare and approve a separate reserve management plan for this property; and

(b) despite the Western Bay of Plenty District Council being the administering body, the owners may grant, accept or decline any interest in land that affects the property, or may renew or vary such an interest in land that affects the property; and

(c) before the owners determine an application by any person for an interest in land in the property, the owners must consult with the Western Bay of Plenty District Council; and

5.4.7 the improvements owned by the Western Bay of Plenty District Council and attached to the Kauri Point property as at the date of its vesting remain vested in the Western Bay of Plenty District Council; and

5.4.8 the Kauri Point property must not be transferred, other than to a new trustee of a trust, the trustees of which hold the fee simple estate in the property.

5.5 Clause 5.6 applies if, following the vesting of the Kauri Point property under the settlement legislation, the Western Bay of Plenty District Council ceases to control and manage the Kauri Point property.

5.6 The governance entity may, either jointly with the trustees of the Ngāi Te Rangi Settlement Trust or alone, discuss the management of the council-owned land adjacent to the Kauri Point property with the Western Bay of Plenty District Council.

5.7 In clause 5.6, **council-owned land** means 0.2806 hectares, more or less, being Sections 1, 2 and 3 Block III Village of Te Kauri. All computer freehold register SA26D/919.

Ngā Tukituki a Hikawera and Tangitū – Joint vestings with Ngāti Maru and Ngāti Rāhiri Tumutumu

5.8 The settlement legislation will, in relation to each property referred to in clause 5.8, on the terms provided by sections 20, 54, 58, 62, 63, and 65 to 69 of the draft settlement bill, provide that –

5.8.1 on the settlement date, the fee simple estate in each property will vest as undivided third shares, with one third share vested in each of the following as tenants in common:

(a) the governance entity:

(b) the trustees of the Ngāti Maru Rūnanga Trust:

(c) the trustees of the Ngāti Tumutumu Trust; and

5.8.2 the vestings of Ngā Tukituki a Hikawera and Tangitū referred to in clause 5.8.1 are subject to the governance entity and the trustees referred to in clause 5.8.1(b) and (c) jointly providing a registrable conservation covenant in relation to each of these properties in the forms in parts 7.12 and 7.13 of the documents schedule; and

5.8.3 the vesting of Tangitū referred to in clause 5.8.1 is subject to the governance entity and the trustees referred to in clause 5.8.1(b) and (c) jointly providing a registrable right of way easement in gross in relation to that property in the form in part 7.14 of the documents schedule.

5.9 Clause 5.8 applies to the following properties:

5.9.1 Ngā Tukituki a Hikawera, being part of Kaimai Mamaku Conservation Park:

5.9.2 Tangitū, being part of Kaimai Mamaku Conservation Park.

Pukewhakataratara, Takaihuehue, Paewai – Joint vestings with Ngāti Maru

5.10 The settlement legislation will, in relation to each property referred to in clause 5.11, on the terms provided by sections 20, 55 to 57, 62, and 65 to 69 of the draft settlement bill, provide that –

5.10.1 on the settlement date, the fee simple estate in each property will vest as undivided half shares, with one half share vested in each of the following as tenants in common:

(a) the governance entity:

(b) the trustees of the Ngāti Maru Rūnanga Trust;

5.10.2 the vestings referred to in clause 5.10.1 are subject to the governance entity and the trustees referred to in clause 5.10.1(b) jointly providing a registrable conservation covenant in relation to each of those properties in the forms in parts 7.16, 7.18 and 7.19 of the documents schedule; and

5.10.3 the vesting of Pukewhakataratara referred to in clause 5.10.1 is subject to the governance entity and the trustees referred to in clause 5.10.1(b) jointly providing a registrable right of way easement in gross in relation to that property in the form in part 7.17 of the documents schedule.

5.11 Clause 5.10 applies to the following properties:

5.11.1 Pukewhakataratara, being part of Kaimai Mamaku Conservation Park:

5.11.2 Takaihuehue, being part of Kaimai Mamaku Conservation Park:

5.11.3 Paewai, being part of Kaimai Mamaku Conservation Park.

Whakamoehau – Joint vesting with Ngāti Maru

5.12 The settlement legislation will, on the terms provided by sections 20, 61, 62, and 65 to 69 of the draft settlement bill, provide that, –

5.12.1 on the settlement date, the fee simple estate in Whakamoehau, being part of Coromandel Forest Park, will vest as undivided half shares, with one half share vested in each of the following as tenants in common:

(a) the governance entity:

(b) the trustees of the Ngāti Maru Rūnanga Trust; and

5.12.2 the vesting of Whakamoehau is subject to the governance entity and the trustees referred to in clause 5.12.1(b) jointly providing a registrable conservation covenant in relation to that property in part 7.15 of the form in the documents schedule.

Tiroa – Joint vesting with Ngāti Maru

5.13 The settlement legislation will, on the terms provided by sections 20, 51, 62, 63, 65 to 69 and 74 of the draft settlement bill, provide that –

5.13.1 on the settlement date, the fee simple estate in Tiroa will vest as undivided half shares, with one half share vested in each of the following as tenants in common:

(a) the governance entity:

(b) the trustees of the Ngāti Maru Rūnanga Trust; and

5.13.2 Tiroa is to be a scenic reserve named Tiroa Scenic Reserve; and

5.13.3 a joint management body will be established which will be the administering body for the reserve.

[Karangahake Tihi] – Joint vesting with Hako and Ngāti Tara Tokanui

5.14 The settlement legislation will, on the terms provided by sections 20, 53, 62, and 65 to 69 of the draft settlement bill, provide that –

5.14.1 on the settlement date the fee simple estate in [Karangahake Tihi], being part of Kaimai Mamaku Conservation Park, will vest as undivided third shares, with one third share vested in each of the following as tenants in common:

(a) the governance entity:

(b) the trustees of the Hako Tūpuna Trust:

(c) the trustees of the Ngāti Tara Tokanui Trust; and

5.14.2 the vesting of [Karangahake Tihi] is subject to the governance entity and the trustees referred to in clause 5.14.1(b) and (c) jointly providing –

(a) a registrable right of way easement in gross in relation to that property in the form in part 7.20 of the documents schedule; and

(b) a registrable conservation covenant in relation to that property in the form in part 7.21 of the documents schedule.

5.15 Despite clause 5.14, in relation to [Karangahake Tihi], if the settlement date and the settlement date under the Hako settlement legislation are not the same date, that property will vest on the later of those settlement dates.

Tokatea – Joint vesting with Te Patukirikiri

5.16 The settlement legislation will, on the terms provided by sections 20, 60, 60A, 62, and 65 to 69 of the draft settlement bill, provide that –

5.16.1 on the settlement date, the fee simple estate in Tokatea will vest as undivided half shares, with one half vested in each of the following as tenants in common:

(a) the governance entity:

(b) the trustees of the Te Patukirikiri Iwi Trust; and

5.16.2 the vesting of Tokatea is subject to the governance entity and the trustees referred to in clause 5.16.1(b) jointly providing –

(a) a registrable conservation covenant in relation to that property in the form in part 7.22 of the documents schedule; and

(b) a registrable right of way easement in gross in relation to that property in the form in part 7.23 of the documents schedule; and

5.16.3 in relation to Tokatea –

(a) the owners will not be liable for contamination of any land or other natural and physical resources if –

(i) the contamination is in, or originates from, mining shafts and tunnels on Tokatea; and

(ii) the liability would arise only because of the ownership of Tokatea; and

(b) clause 5.16.3(a) does not exclude liability for contamination to the extent that the owners' intentional, reckless, or negligent act [or omission] caused the contamination; and

(c) clause 5.16.3 applies despite any other enactment or rule of law; and

(d) in clause 5.16.3(a) to 5.16.3(c) –

(i) **natural and physical resources** has the meaning given by section 2(1) of the Resource Management Act 1991; and

(ii) **owners** means the persons in whom Tokatea is vested, as referred to in clause 5.16.1.

[Drafting to be confirmed]

Te Tihi o Hauturu – Joint vesting with Ngāti Pūkenga and Ngāti Maru

5.17 The settlement legislation will, on the terms provided by sections 20, 59, 62, and 65 to 69 of the draft settlement bill, provide that –

5.17.1 the fee simple estate in Te Tihi o Hauturu, being part of Coromandel Forest Park, will vest as undivided third shares, with one third share vested in each of the following as tenants in common:

(a) the governance entity:

(b) the trustees of the Te Tāwharau o Ngāti Pūkenga Trust:

(c) the trustees of the Ngāti Maru Rūnanga Trust; and

5.17.2 the vesting of Te Tihi o Hauturu is subject to the governance entity and the trustees referred to in clause 5.17.1(b) and (c) jointly providing a registrable conservation covenant in relation to that property in the form in part 7.24 of the documents schedule; and

5.17.3 Te Tihi o Hauturu will vest on the later of the following dates –

(a) the settlement date; and

(b) the settlement date under the Ngāti Pūkenga Claims Settlement Act 2017.

5.18 The parties record that access to Te Tihi o Hauturu is provided by the conservation covenant registered over Pae ki Hauraki and over adjacent public conservation land.

PROVISIONS IN RELATION TO CERTAIN CULTURAL REDRESS PROPERTIES

5.19 The settlement legislation will, on the terms provided by section 84 of the draft settlement bill, provide that each cultural redress property referred to in clause 5.20 be included in the Hauraki Gulf Marine Park.

5.20 Clause 5.19 applies in relation to each of the following cultural redress properties:

5.20.1 Pāuhu:

5.20.2 Ō-kaharoa ki waenganui site B:

5.20.3 Ō-kaharoa-mā-whiti:

5.20.4 Kāruhiruhi:

5.20.5 Whakaangi:

5.20.6 Tāpapakaroro:

5.20.7 Ō-kahu-tai:

5.20.8 Waikanae property:

5.20.9 Papa-aroha:

5.20.10 Te Āputa.

5.21 The settlement legislation will, on the terms provided by sections 71 and 72 of the draft settlement bill, provide that –

5.21.1 each of the following properties must be treated as if its land were included in Schedule 4 of the Crown Minerals Act 1991:

(a) Te Rohu:

(b) Rangitāwhiri:

(c) Pāuhu:

(d) Ō-kaharoa ki waenganui site A:

(e) Ō-kaharoa ki waenganui site B:

(f) Ō-kaharoa-mā-whiti:

(g) Kāruhiruhi:

(h) Whakaangi:

(i) Tāpapakaroro:

(j) Ō-kahu-tai:

(k) Urarima:

(l) Waikanae property:

(m) Papa-aroha:

(n) Te Maunga Mau-paki:

(o) Waipatukahu:

(p) Wai-ō-umu:

(q) Te Āputa:

(r) Te waha o Te Parata:

(s) Tokatea:

(t) Te Tihi o Hauturu:

(u) Waikawau property:

(v) Te Rauwhitiora; and

5.21.2 to the extent relevant, section 61(1A) and (2) (except subsection (2)(db)) of the Crown Minerals Act 1991 applies to each of the properties specified in clause 5.21.1; and

5.21.3 for the purposes of clause 5.21.2, reference to –

(a) a Minister or Ministers or to the Crown (but not the reference to a Crown owned mineral) must be read as a reference to the governance entity; and

(b) a Crown owned mineral must be read as including a reference to the minerals vested in the governance entity by section 137 of the draft settlement bill; and

5.21.4 clauses 5.21.1 to 5.21.3 do not apply if the Governor-General, by Order in Council made in accordance with section 72 of the draft settlement bill, declares that any or all of the properties specified in clause 5.21.1 are no longer to be treated as if the land were included in Schedule 4 of the Crown Minerals Act 1991.

5.22 The settlement legislation will, on the terms provided by sections 36A, 39A and 40Aof the draft settlement bill, provide that –

5.22.1 despite the vestings of the following properties, the improvements owned by the Thames-Coromandel District Council and attached to those properties as at the date of the vestings will remain vested in the Thames-Coromandel District Council and sections 36A, 39A and 40A of the draft settlement bill will apply to those improvements:

(a) Waipatukahu:

(b) Wai-ō-umu:

(c) Te waha o Te Parata; and

5.22.2 despite the provisions of sections 36A, 39A and 40A of the draft settlement bill, the governance entity is not liable for an improvement for which it would, apart from those sections, be liable by reason of its ownership of those properties.

GENERAL PROVISIONS IN RELATION TO ALL CULTURAL REDRESS PROPERTIES

5.23 Each cultural redress property is to be –

5.23.1 as described in schedule 1 of the draft settlement bill; and

5.23.2 vested on the terms provided by –

(a) sections 20 to 84 of the draft settlement bill; and

(b) part 2 of the property redress schedule; and

5.23.3 subject to any encumbrances, or other documentation, in relation to that property –

(a) required by clauses 5.1, 5.8, 5.10, 5.12, 5.14, 5.16 and 5.17 to be provided by the governance entity; or

(b) required by the settlement legislation[, as provided by sections [ ] of the draft settlement bill]; and

[**Drafting in subclause (b) is subject to confirmation prior to this deed being signed**]

(c) in particular, referred to by schedule 1 of the draft settlement bill.

CULTURAL PROPERTY

Waikawau

5.24 The settlement legislation will, on the terms provided by sections 20, 22, 62, and 65 to 69 of the draft settlement bill, provide that the fee simple estate in the Waikawau property, being part of Waikawau Recreation Reserve, vests in the governance entity on the settlement date, subject to the governance entity providing:

5.24.1 a registrable right of way easement in gross in relation to that property in the form in part 7.25 of the documents schedule; and

5.24.2 a registrable right of way easement in relation to that property in favour of the registered proprietors of the land contained in computer freehold register SA30D/926 in the form in part 7.26 of the documents schedule.

5.25 The governance entity will, in relation to the Waikawau property, if practicable –

5.25.1 provide and maintain, in accordance with terms provided in section 22 of the draft settlement bill, boat launching facilities (including parking, taking into account any relevant consents or licences) for the benefit of the public, provided that all necessary resource consents have been granted in relation to the facilities; and

5.25.2 permit public foot access at all times, in accordance with terms provided in section 22 of the draft settlement bill, subject to a right in favour of the governance entity to restrict access to the parts of the property not utilised for the boat ramp from time to time for the purposes of carrying out cultural activities.

5.26 The Waikawau property is to be –

5.26.1 as described in schedule 1 of the draft settlement bill; and

5.26.2 vested on the terms provided by –

(a) sections 20, 22, 62, 65 to 70, 71 and 72 of the draft settlement bill; and

(b) part 2 of the property redress schedule; and

5.26.3 subject to any encumbrances, or other documentation, in relation to that property –

(a) required by clause 5.24 to be provided by the governance entity; or

(b) required by the settlement legislation[, as provided by sections [ ] of the draft settlement bill]; and

[Drafting in subclause (b) is subject to confirmation prior to this deed being signed]

(c) in particular, referred to by schedule 1 of the draft settlement bill.

CROWN MINERALS

5.27 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that –

5.27.1 despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown) any Crown owned minerals in any cultural redress property or the Waikawau property vested under the settlement legislation, vest with, and form part of, that property; but

5.27.2 that vesting does not –

(a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium); or

(b) affect other existing lawful rights to subsurface minerals.

5.28 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that any minerals in the cultural redress properties referred to in clauses 5.4 to 5.17 that would have been reserved to the Crown by section 11 of the Crown Minerals Act 1991 (but for clause 5.27.1) will be owned by the governance entity in the same proportions in which the fee simple estate is held by it.

5.29 Sections 140 to 149 of the draft settlement bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 5.27 applies.

5.30 The Crown acknowledges, to avoid doubt, that it has no property in any minerals existing in their natural condition in Maori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

VEST AND VEST BACK OF REPANGA (CUVIER) ISLAND NATURE RESERVE

5.31 In clauses 5.32 and 5.33, **Repanga (Cuvier) Island Nature Reserve** has the meaning given to it by section 85 of the draft settlement bill.

5.32 The settlement legislation will, on the terms provided by sections 85 to 87 of the draft settlement bill, provide that –

5.32.1 on the vesting date, the fee simple estate of Repanga (Cuvier) Island Nature Reserve vests in the following:

(a) the governance entity:

(b) the trustees of the Hei o Wharekaho Settlement Trust:

(c) the trustees of the Ngāti Maru Rūnanga Trust:

(d) the trustees of the Ngaati Whanaunga Ruunanga Trust; and

5.32.2 on the seventh day after the vesting date, the fee simple estate in Repanga (Cuvier) Island Nature Reserve vests back in the Crown; and

5.32.3 the following matters apply as if the vestings in clauses 5.32.1 and 5.32.2 had not occurred –

(a) Repanga (Cuvier) Island Nature Reserve remains a nature reserve under the Reserves Act 1977; and

(b) any enactment, instrument or interest that applied to Repanga (Cuvier) Island Nature Reserve immediately before the vesting date continues to apply to it; and

(c) to the extent that the overlay classification applies to Repanga (Cuvier) Island Nature Reserve immediately before the vesting date, it continues to apply to the property; and

(d) the Crown retains all liability for Repanga (Cuvier) Island Nature Reserve; and

5.32.4 the vestings in clauses 5.32.1 and 5.32.2 are not affected by part 4A of the Conservation Act 1987, section 10 or 11 of the Crown Minerals Act 1991, section 11 or part 10 of the Resource Management Act 1991, or any other enactment that relates to the land; and

5.32.5 the vesting referred to in clause 5.32.1 is not a disposal of RFR land under the Pare Hauraki Collective Redress legislation.

Vesting date

5.33 The settlement legislation will, on the terms provided by section 86 of the draft settlement bill, provide that, –

5.33.1 the governance entity and the trustees specified in clause 5.32.1(b) to (d) (**specified trustees**) may give written notice of the proposed date of vesting to the Minister of Conservation; and

5.33.2 the proposed date must not be later than one year after the settlement date; and

5.33.3 the specified trustees must give the Minister at least 40 business days' notice of the proposed date; and

5.33.4 the Minister must publish a notice in the *Gazette* –

(a) specifying the vesting date; and

(b) stating that the fee simple estate in Repanga (Cuvier) Island Nature Reserve vests in the specified trustees on the vesting date; and

5.33.5 for the purposes of clauses 5.32 and 5.33, **vesting date** means –

(a) the date proposed by the specified trustees in accordance with clauses 5.33.1 to 5.33.3; or

(b) the date one year after the settlement date, if no date is proposed.

OVERLAY CLASSIFICATION

5.34 The settlement legislation will, on the terms provided by sections 88 to 102 of the draft settlement bill, –

5.34.1 declare Repanga (Cuvier) Island Nature Reserve (as shown on deed plan OTS-403-66) as an overlay area subject to an overlay classification; and

5.34.2 provide the Crown's acknowledgement of the statement of Ngāti Tamaterā values in relation to that overlay area; and

5.34.3 require the New Zealand Conservation Authority, or a relevant conservation board, –

(a) when considering a conservation management strategy, conservation management plan or national park management plan, in relation to the overlay area, to have particular regard to the statement of Ngāti Tamaterā values, and the protection principles, for the overlay area; and

(b) before approving a conservation management strategy, conservation management plan or national park management plan, in relation to the overlay area, to –

(i) consult with the governance entity; and

(ii) have particular regard to its views as to the effect of the strategy or plan on Ngāti Tamaterā values, and the protection principles, for the area; and

5.34.4 require the Director-General of Conservation to take action in relation to the protection principles; and

5.34.5 enable the making of regulations and bylaws in relation to the overlay area.

5.35 The statement of Ngāti Tamaterā values, the protection principles, and the Director-General's actions are in part 1 of the documents schedule.

STATUTORY ACKNOWLEDGEMENT

5.36 The settlement legislation will, on the terms provided by sections 103 to 111, and 113 to 116 of the draft settlement bill, –

5.36.1 provide the Crown's acknowledgement of the statements by Ngāti Tamaterā of their particular cultural, spiritual, historical, and traditional association with the following areas:

(a) Kuaotunu property (as shown on deed plan OTS-403-71):

(b) Mercury Islands (as shown on deed plan OTS-403-67):

(c) Ōhinemuri River and its tributaries (as shown on deed plan OTS-403-68):

(d) Whangapoua Conservation Area (Part Aotea Conservation Park) (as shown on deed plan OTS-403-70):

(e) Paritū (being Fantail Bay Recreation Reserve) (as shown on deed plan OTS-403-69); and

5.36.2 require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and

5.36.3 require relevant consent authorities to forward to the governance entity –

(a) summaries of resource consent applications within, adjacent to or directly affecting a statutory area; and

(b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and

5.36.4 enable the governance entity, and any member of Ngāti Tamaterā, to cite the statutory acknowledgement as evidence of the association of Ngāti Tamaterā with an area.

5.37 The statements of association are in part 2 of the documents schedule.

DEED OF RECOGNITION

5.38 The Crown must, by or on the settlement date, provide the governance entity with a copy of a deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation, in relation to the Whangapoua Conservation Area (Part Aotea Conservation Park) (as shown on deed plan OTS-403-70).

5.39 The area that the deed of recognition relates to includes only those parts of the area owned and managed by the Crown.

5.40 The deed of recognition will provide that the Minister of Conservation and the Director-General of Conservation must, if undertaking certain activities within an area that the deed relates to, –

5.40.1 consult the governance entity; and

5.40.2 have regard to its views concerning the association of Ngāti Tamaterā with the area as described in the statement of association.

PROTOCOLS

5.41 Each of the following protocols must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister or that Minister's delegated representative:

5.41.1 the primary industries protocol:

5.41.2 the taonga tūturu protocol.

5.42 The protocols set out how the Crown will interact with the governance entity with regard to the matters specified in them.

FORM AND EFFECT OF DEED OF RECOGNITION AND PROTOCOLS

5.43 The deed of recognition will be –

5.43.1 in the form in part 5 of the documents schedule; and

5.43.2 issued under, and subject to, the terms provided by sections 103, 112, 114 and 115 of the draft settlement bill.

5.44 Each protocol will be –

5.44.1 in the form in part 6 of the documents schedule; and

5.44.2 issued under, and subject to, the terms provided by sections 117 to 122 of the draft settlement bill.

5.45 A failure by the Crown to comply with the deed of recognition, or a protocol, is not a breach of this deed.

CONSERVATION RELATIONSHIP AGREEMENT

5.46 The parties must use reasonable endeavours to agree, and enter into, a conservation relationship agreement by the settlement date.

5.47 The conservation relationship agreement must be entered into by the governance entity and the Minister of Conservation and the Director-General of Conservation.

5.48 A party is not in breach of this deed if the conservation relationship agreement has not been entered into by the settlement date if, on that date, the party is negotiating in good faith in an attempt to enter into it.

5.49 A failure by the Crown to comply with the conservation relationship agreement is not a breach of this deed.

RUAMAAHUA

5.50 The Crown will consider the operation of the Grey-Faced Petrel (Northern Muttonbird) Notice 1979 as it applies to Ruamaahua regarding its alignment with the current titi season. The Crown acknowledges the significance of Ruamaahua to Ngāti Tamaterā. The Crown intends that any redress over Ruamaahua provided in a Treaty settlement will include Ngāti Tamaterā.

PROMOTION OF RELATIONSHIPS

Local authorities

5.51 By not later than six months after the settlement date, the Minister for Treaty of Waitangi Negotiations will write a letter (**letter of facilitation**), in the form set out in part 9 of the documents schedule, to the Mayor of each local authority listed in clause 5.53.

5.52 The purpose of a letter of facilitation is to –

5.52.1 raise the profile of Ngāti Tamaterā with each local authority receiving it; and

5.52.2 advise the local authority of matters of particular importance to Ngāti Tamaterā relevant to that local authority.

5.53 The local authorities referred to in clause 5.51 are:

5.53.1 Auckland Council:

5.53.2 Hauraki District Council:

5.53.3 Thames-Coromandel District Council:

5.53.4 Waikato Regional Council:

5.53.5 Matamata-Piako District Council:

5.53.6 Waikato District Council:

5.53.7 Western Bay of Plenty District Council:

5.53.8 Bay of Plenty Regional Council.

Crown agencies

5.54 By not later than six months after the settlement date, the Director of the Office of Treaty Settlements will write a letter (**letter of introduction**), in the form set out in part 10 of the documents schedule, to the Chief Executive of each Crown agency listed in clause 5.56, introducing Ngāti Tamaterā and the governance entity.

5.55 The purpose of a letter of introduction is to –

5.55.1 raise the profile of Ngāti Tamaterā with each Crown agency receiving it; and

5.55.2 provide a platform for better engagement between Ngāti Tamaterā and each Crown agency.

5.56 The Crown agencies referred to in clause 5.54 are:

5.56.1 Department of Internal Affairs:

5.56.2 Ministry of Education:

5.56.3 Ministry of Health:

5.56.4 Ministry of Social Development:

5.56.5 Te Puni Kōkiri:

5.56.6 Ministry for Vulnerable Children, Oranga Tamariki:

5.56.7 New Zealand Police.

Museums

5.57 By not later than six months after the settlement date, the Minister for Treaty of Waitangi Negotiations will write a letter (**letter to museums**), in the form set out in part 11 of the documents schedule, to the Chief Executive of each museum listed in clause 5.59.

5.58 The purpose of a letter to museums is to –

5.58.1 raise the profile of Ngāti Tamaterā with each museum receiving it; and

5.58.2 encourage each museum to engage with Ngāti Tamaterā on Ngāti Tamaterā taonga held by those museums.

5.59 The museums referred to in clause 5.57 are:

5.59.1 Tāmaki Paenga Hira - Auckland War Memorial Museum:

5.59.2 Waikato Museum:

5.59.3 Tauranga Heritage Collection:

5.59.4 Museum of New Zealand Te Papa Tongarewa:

5.59.5 Canterbury Museum:

5.59.6 Otago Museum:

5.59.7 The British Museum:

5.59.8 University of Chicago Oriental Institute:

5.59.9 Musée du quai Branly:

5.59.10 [***Local museums – to be agreed and inserted before signing***].

STATEMENTS OF ASSOCIATION

5.60 The parties acknowledge that section 17 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 applies to the statements of association in part 3 of the documents schedule in relation to the following:

5.60.1 Maungauika:

5.60.2 Rarotonga:

5.60.3 Maungakiekie:

5.60.4 Maungarei:

5.60.5 Maungawhau:

5.60.6 Mount St John:

5.60.7 Ōhinerau:

5.60.8 Ohuiarangi:

5.60.9 Otahuhu:

5.60.10 Takarunga.

5.61 The Crown acknowledges that Ngāti Tamaterā has an association with, and asserts certain spiritual, cultural, historical and traditional values in relation to the following:

5.61.1 Ngā Turehu o Moehau:

5.61.2 Waikawau:

5.61.3 Motukorea (Browns Island):

5.61.4 Hauraki Gulf / Tīkapa Moana:

5.61.5 Puna at Waiora and Paeroa:

5.61.6 Moehau and Te Aroha Maunga.

5.62 The statements by Ngāti Tamaterā of their associations and values in relation to the areas referred to in clause 5.61 are set out in part 4 of the documents schedule.

5.63 The parties acknowledge that the acknowledgement in clause 5.61, and the statements referred to in clause 5.62, are not intended to give rise to any rights or obligations.

CULTURAL REDRESS PAYMENT

5.64 The Crown must pay $277,000 to the governance entity on the settlement date and the government entity may, at its discretion, apply all or some of that amount towards cultural revitalisation.

AHUAHU / GREAT MERCURY ISLAND

5.65 The Crown acknowledges that Ahuahu / Great Mercury Island is of cultural significance to Ngāti Tamaterā and has acknowledged a Treaty breach in respect of the Crown acquisition of the island. The Crown intends that any redress over Crown-owned land on Ahuahu / Great Mercury Island provided to any Iwi of Hauraki includes Ngāti Tamaterā.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

5.66 The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

5.67 However, the Crown must not enter into another settlement that provides for the same redress as set out in clauses 5.1 and 5.24, and clauses 5.27 to 5.30, as they relate to clauses 5.1 and 5.24.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

6.1 [The Crown must pay the governance entity on the settlement date $[ ], being the financial and commercial redress amount of $25,000,000 less –

6.1.1 $825,000 being the transfer value of the share of Whenuakite Station referred to in clause 6.5.1(a)(i); and

6.1.2 [$30,000, being the agreed portion of the agreed transfer value of part 6-10 Homestead Drive referred to in clause 7.6.8; and]

6.1.3 [$1,800,000, being the agreed portion of the agreed transfer value of the Anzac Street, Takapuna property referred to in clause 7.6.11 on account of the settlement; and]

6.1.4 $1,296,797, being the agreed transfer value of the early release Pare Hauraki commercial redress properties referred to in clauses 7.4.1 to 7.4.11, or an agreed portion of the agreed transfer value if the property is being jointly transferred, on account of the settlement; and

6.1.5 $220,383, being the agreed transfer value of the Pare Hauraki commercial redress properties referred to in clauses 7.4.12 to 7.4.14, or an agreed portion of the agreed transfer value if the property is being jointly transferred; and

6.1.6 $15,300,000 (**Pouarua on-account payment**), being that part of the on-account payment that was paid on 15 November 2013 to the Pouarua Farm Limited Partnership attributable to Ngāti Tamaterā on account of the settlement; and

6.1.7 $500,000 (**cash on-account payment**) being the on-account payment that was paid on 14 July 2014 to the governance entity on account of the settlement; and

6.1.8 $200,000, being the transfer value of the property at 996 State Highway 25, Whenuakite referred to in clause 6.2.2; and

6.1.9 $330,000, being the transfer value of the property at 2A and 2B Catherine Crescent, Whitianga referred to in clause 6.2.3; and

6.1.10 [$], being the transfer value of Te Puru School site (land only) referred to in clause 6.2.4.]

[The transfer value for Te Puru School site (land only) will be determined between this deed being initialled and signed]

[Redress in this clause is to be confirmed before the Marutūāhu Iwi Collective Redress Deed is initialled]

COMMERCIAL REDRESS PROPERTIES

6.2 The commercial redress properties are –

6.2.1 Whenuakite Station;

6.2.2 996 State Highway 25, Whenuakite;

6.2.3 2A and 2B Catherine Crescent, Whitianga; and

6.2.4 Te Puru School site (land only), if clauses 6.7 and 6.9 do not apply.

6.3 The transfer of each commercial redress property that is not Whenuakite Station will be subject to, and where applicable with the benefit of, the encumbrances provided in part 3 of the property redress schedule in relation to that property.

6.4 Each commercial redress property that is not Whenuakite Station is to be –

6.4.1 transferred by the Crown to the governance entity on the settlement date –

(a) as part of the redress to settle the historical claims, and without any other consideration to be paid or provided by the governance entity or any other person; and

(b) on the terms of transfer in part 9 of the property redress schedule; and

6.4.2 as described, and is to have the transfer value provided, in part 3 of the property redress schedule.

Whenuakite Station

6.5 Whenuakite Station is to be –

6.5.1 transferred by the Crown –

(a) on the settlement date to the governance entity and the trustees of the Hei o Wharekaho Settlement Trust, as tenants in common in the following shares:

(i) an undivided 15% share in the governance entity:

(ii) an undivided 85% share in the trustees of the Hei o Wharekaho Settlement Trust; and

(b) in relation to the share referred to in clause 6.5.1(a)(i), as part of the redress to settle the historical claims and without any other consideration to be paid or provided by the governance entity or any other person; and

(c) on the terms of transfer in part 9 of the property redress schedule; and

6.5.2 as described, and is to have, in relation to the share referred to in clause 6.5.1(a)(i), the transfer value provided, in part 3 of the property redress schedule.

6.6 The transfer of Whenuakite Station will be –

6.6.1 subject to, and where applicable with the benefit of, the encumbrances provided in part 3 of the property redress schedule in relation to that property; and

6.6.2 subject to the Crown by or on the settlement date granting the grazing licence in relation to that property in the form set out in part 7.27 of the documents schedule.

Te Puru School site (land only)

6.7 Despite every other provision in this deed, Te Puru School site (land only) will not be a commercial redress property, and all references to that property will be deemed to be removed from this deed if, before the settlement date, the caveat with instrument number 8571237.1, South Auckland Land Registration District, registered against this property, is not withdrawn in accordance with section 147 of the Land Transfer Act 1952.

6.8 Te Puru School site (land only) is to be leased back to the Crown, immediately after its transfer to the governance entity, on the terms and conditions provided by the lease for that property in part 8 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).

WITHDRAWAL OF TE PURU SCHOOL SITE (LAND ONLY)

6.9 In the event that Te Puru School site (land only) becomes surplus to the land holding agency's requirements, then the Crown may, at any time before the settlement date, give written notice to the governance entity advising it that the school site is no longer available as a commercial redress property.

6.10 If clause 6.7 or clause 6.9 applies:

6.10.1 the amount referred to in clause 6.1.10 is reduced accordingly; and

6.10.2 the amount the Crown must pay to the governance entity under clause 6.1 is correspondingly increased.

COMMERCIAL PROPERTIES

[Clauses 6.11 to 6.14 are subject to the transfer values for each of the properties referred to in clause 6.11 being agreed or determined prior to deed signing. Once transfer values are agreed or determined, some of the properties referred to in clause 6.11 may become commercial redress properties and will cease to be commercial properties. If this should occur, the clauses in this part 6 and in relevant parts of the general matters schedule and the property redress schedule will be amended (including inserting a transfer value for each of the properties referred to in clause 6.11, as appropriate) to reflect these changes. This note will then be deleted, prior to deed signing.]

6.11 [The commercial properties described in part 4 of the property redress schedule are –

6.11.1 Ō-kaharoa ki waenganui site C (being part of Fletcher Bay Recreation Reserve);

6.11.2 Ō-kaharoa ki waenganui site D (being part of Fletcher Bay Recreation Reserve);

6.11.3 Waikanae site A (being part of Waikawau Bay Farm Park Recreation Reserve);

6.11.4 Whakaangi site A (being part of Stony Bay Recreation Reserve);

6.11.5 Whakaangi site B (being part of Stony Bay Recreation Reserve); and

6.11.6 Ō-kahu-tai site A (being part of Sandy Bay Recreation Reserve).]

6.12 The commercial properties, with the exception of Waikanae site A, referred to in clause 6.11.3, are part of an area known as Cape Colville Farm Park.

6.13 [Each commercial property is to be –

6.13.1 transferred by the Crown to the governance entity on the settlement date and on the terms of transfer in part 9 of the property redress schedule; and

6.13.2 as described, and is to have the transfer value provided, in part 4 of the property redress schedule.]

6.14 [The Crown and the governance entity are to be treated as having entered into an agreement for the sale and purchase of each commercial property at its transfer value plus GST if any, on the terms in part 9 of the property redress schedule and under which on the settlement date –

6.14.1 the Crown must transfer each property to the governance entity; and

6.14.2 the governance entity must pay to the Crown an amount equal to the transfer value of each property, plus GST if any, by –

(a) the SCP system, as defined in Guideline 6.2 of the New Zealand Law Society's Property Law Section's Property Transactions and E-Dealing Practice Guidelines (April 2015); or

(b) another payment method agreed in writing by the governance entity and the Crown.]

6.15 The transfer of each commercial property will be –

6.15.1 subject to, and where applicable with the benefit of, the encumbrances provided in part 4 of the property redress schedule in relation to that property; and

6.15.2 in the case of Ō-kaharoa ki waenganui site C, subject to the governance entity providing a restrictive covenant in gross in relation to that property in the form in part 7.28 of the documents schedule; and

6.15.3 in the case of Ō-kaharoa ki waenganui site D, subject to the governance entity providing –

(a) a registrable right of way easement in gross in relation to that property in the form in part 7.29 of the documents schedule;

(b) a registrable easement for a right to store and convey water in relation to that property in the form in part 7.30 of the documents schedule; and

(c) a registrable right of way easement in relation to that property in the form in part 7.31 of the documents schedule; and

6.15.4 in the case of Ō-kaharoa ki waenganui site D, together with a registrable easement for a right to convey water in favour of that property in the form in part 7.32 of the documents schedule; and

6.15.5 in the case of Whakaangi site A, subject to the governance entity providing –

(a) a registrable right of way easement in relation to that property in the form in part 7.4 of the documents schedule; and

(b) a registrable easement in gross for a walkway in relation to that property in the form in part 7.3 of the documents schedule; and

(c) a registrable right of way easement in gross in relation to that property in the form in part 7.33 of the documents schedule; and

(d) a registrable easement for a right of access to maintain, repair, replace and remove improvements in relation to that property in the form in part 7.4 of the documents schedule; and

[The location of Poley Hut is to be confirmed by survey. If the Poley Hut is not included within this site then the relevant easement provisions at subclause (d) above will instead apply to the cultural redress property called Ōkaharoa-mā-whiti]

6.15.6 in the case of Waikanae site A, subject to the governance entity providing –

(a) a registrable easement for the right to convey water in relation to that property in the form in part 7.34 of the documents schedule; and

(b) a registrable easement in gross for a right of access to maintain, repair, replace and remove improvements in relation to that property in the form in part 7.35 of the documents schedule; and

(c) a registrable right of way easement in gross in relation to that property in the form in part 7.36 of the documents schedule; and

(d) a registrable right of way easement in gross in relation to that property in the form in part 7.37 of the documents schedule; and

6.15.7 in relation to Ō-kahu-tai site A, subject to the governance entity providing a registrable right of way easement in gross in relation to that property in the form in in part 7.38 of the documents schedule.

[The status of council assets on Ō-kahu-tai site A is to be determined]

6.16 The settlement legislation will, on the terms provided by sections 132B, 133, 133C to 133E and 133J of the draft settlement bill, provide that[, if there is a transfer of the property under section 125 of the draft settlement bill] –

6.16.1 Ō-kaharoa ki waenganui site D will be a recreation reserve named Ō-kaharoa ki waenganui Reserve, with the governance entity as the administering body; and

6.16.2 Ō-kahu-tai site A will be a scenic reserve named Ō-kahu-tai Reserve, with the governance entity as the administering body; and

6.16.3 Whakaangi site A will be a scenic reserve named Whakaangi Reserve, with the governance entity as the administering body; and

6.16.4 Whakaangi site B will be a recreation reserve named Whakaangi Reserve, with the governance entity as the administering body; and

6.16.5 Waikanae site A will be a recreation reserve named Waikanae Reserve, with the governance entity as the administering body; and

6.16.6 each of the following properties will be included in the Hauraki Gulf Marine Park:

(a) Ō-kaharoa ki waenganui site D:

(b) Whakaangi site A:

(c) Whakaangi site B:

(d) Waikanae site A:

(e) Ō-kahu-tai site A.

6.17 The settlement legislation will, on the terms provided by section 133H of the draft settlement bill, provide that, if there is a transfer of each property under section 125 of the draft settlement bill, each property referred to in clause 6.18 will be subject to a right of entry in favour of the Department of Conservation for pest control purposes.

6.18 Clause 6.17 applies in relation to each of the following properties:

6.18.1 Ō-kaharoa ki waenganui site C:

6.18.2 Ō-kaharoa ki waenganui site D:

6.18.3 Whakaangi site A:

6.18.4 Whakaangi site B:

6.18.5 Ō-kahu-tai site A.

6.19 The settlement legislation will, on the terms provided by sections 133F and 133I of the draft settlement bill, provide that, if there is a transfer of the property under section 125 of the draft settlement bill –

6.19.1 the following sections of the draft settlement bill apply to each of the properties referred to in clause 6.20, as if that property were a reserve property (as defined in the draft settlement bill) that will vest in the governance entity under subpart 1 of part 2 of the draft settlement bill:

(a) section 67(2) and (5):

(b) section 68(1)(a)(i) and (ii), (2), (3), and (7):

(c) section 73(2) to (5):

(d) sections 77 to 81; and

6.19.2 sections 71(2) to (6) and 72 will apply to each of the properties referred to in clause 6.21 as if each property were vested in the governance entity rather than being transferred to the governance entity.

6.20 Clause 6.19.1 applies in relation to each of the following properties:

6.20.1 Ō-kaharoa ki waenganui site D:

6.20.2 Whakaangi site A:

6.20.3 Whakaangi site B:

6.20.4 Waikanae site A:

6.20.5 Ō-kahu-tai site A.

6.21 Clause 6.19.2 applies in relation to each of the following properties:

6.21.1 Ō-kaharoa ki waenganui site C:

6.21.2 Ō-kaharoa ki waenganui D:

6.21.3 Whakaangi site A:

6.21.4 Whakaangi site B:

6.21.5 Waikanae site A:

6.21.6 Ō-kahu-tai site A.

DEFERRED SELECTION PROPERTIES

6.22 The governance entity may, during the deferred selection period for the deferred selection properties described in part 5 of the property redress schedule, give the Crown a written notice of interest for both properties in accordance with paragraph 7.1 of the property redress schedule.

6.23 Part 7 of the property redress schedule provides for the effect of the notice and sets out a process where the properties are valued together and may be acquired together by the governance entity.

6.24 The settlement legislation will, on the terms provided by sections 133A and 133B of the draft settlement bill, provide that, if there is a transfer of the deferred selection properties under section 125 of the draft settlement bill –

6.24.1 Paritū site A will be a recreation reserve named Paritū Recreation Reserve, with the governance entity as the administering body; and

6.24.2 Paritū site B will be a scenic reserve named Paritū Scenic Reserve, with the governance entity as the administering body.

6.25 The settlement legislation will, on the terms provided by section 133H of the draft settlement bill, provide that, if there is a transfer of both properties under section 125 of the draft settlement bill, each property referred to in clause 6.24 will be subject to a right of entry in favour of the Department of Conservation for pest control purposes.

6.26 The settlement legislation will, on the terms provided by sections 133F and 133I of the draft settlement bill, provide that, if there is a transfer of the property under section 125 of the draft settlement bill –

6.26.1 the following sections of the draft settlement bill apply to each of the properties referred to in clause 6.24, as if that property were a reserve property (as defined in the draft settlement bill) that will vest in the governance entity under subpart 1 of part 2 of the draft settlement bill:

(a) section 67(2) and (5):

(b) section 68(1)(a)(i) and (ii), (2), (3), and (7):

(c) section 73(2) to (5):

(d) sections 77 to 81; and

6.26.2 sections 71(2) to (6) and 72 will apply to each of the properties referred to in clause 6.24 as if each property were vested in the governance entity rather than being transferred to the governance entity.

6.27 The deferred selection properties are part of an area known as Cape Colville Farm Park.

JOINT SECOND RIGHT OF PURCHASE OF POUARUA PEAT BLOCK

[**Note: Ngāti Maru and Ngāti Tamaterā have the joint right to purchase the Pouarua Peat Block (second right of purchase property) if that property becomes available to them (i.e. is not required for use in another Treaty settlement). Ngāti Maru and Ngāti Tamaterā will have a one month period in which to serve a notice of interest to Landcorp. Further details will be set out in this deed before it is signed**]

SETTLEMENT LEGISLATION

6.28 The settlement legislation will, on the terms provided by sections 124 to 134 of the draft settlement bill, enable the transfer of the commercial redress properties, each commercial property and the deferred selection properties.

SHARED RFR IN RELATION TO AOTEA RFR LAND

6.29 The governance entity, the trustees of the Ngāti Maru Rūnanga Trust, and the trustees of the Te Patukirikiri Iwi Trust are to have a right of first refusal in relation to a disposal by the Crown or a Crown body of Aotea RFR land, being land listed in the attachments as Aotea RFR land that, on the settlement date, –

6.29.1 is vested in the Crown; or

6.29.2 the fee simple for which is held by the Crown; or

6.29.3 is a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on the application of section 25 or 27 of the Reserves Act 1977, revest in the Crown.

6.30 The right of first refusal is –

6.30.1 to be on the terms provided by sections 151 to 182 of the draft settlement bill; and

6.30.2 in particular, to apply –

(a) for a term of 177 years from the settlement date; but

(b) only if the Aotea RFR land is not being disposed of in the circumstances provided by sections 160 to 169 or a matter referred to in section 170(1) of the draft settlement bill.

APPLICATION OF CROWN MINERALS ACT 1991

6.31 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that –

6.31.1 despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown), any Crown owned minerals in –

(a) any commercial redress property transferred to the governance entity, under this deed; or

(b) any commercial property transferred to the governance entity, under this deed; or

(c) the purchased deferred selection properties transferred to the governance entity, under this deed; or

(d) the second right of purchase property transferred to the governance entity, under this deed; or

[**Drafting in relation to the second right of purchase property is subject to amendment**]

(e) the Pouarua Farm property; or

(f) any Aotea RFR land transferred to the governance entity under a contract formed under section 159 of the draft settlement bill,

transfer with, and form part of, that property; but

6.31.2 that transfer does not –

(a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium); or

(b) affect other existing lawful rights to subsurface minerals.

6.32 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that, if the fee simple estate in a property is transferred in accordance with this part to the governance entity and others as tenants in common, any minerals in the property that would have been reserved to the Crown by section 11 of the Crown Minerals Act 1991 (but for clause 6.31.1) will be owned by the governance entity in the same proportion in which the fee simple estate is held by it.

6.33 Sections 140 to 149 of the draft settlement bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 6.31 applies.

6.34 The Crown acknowledges, to avoid doubt, that it has no property in any minerals existing in their natural condition in Maori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

7 COLLECTIVE REDRESS

DEEDS PROVIDING COLLECTIVE REDRESS

7.1 Ngāti Tamaterā is –

7.1.1 one of the iwi of Ngā Mana Whenua o Tāmaki Makaurau;

7.1.2 a party to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed between the Crown and Ngā Mana Whenua o Tāmaki Makaurau;

7.1.3 one of the 12 Iwi of Hauraki;

7.1.4 a party to the Pare Hauraki Collective Redress Deed between the Crown and the Iwi of Hauraki;

7.1.5 one of the iwi of the Marutūāhu Iwi; and

7.1.6 a party to the Marutūāhu Iwi Collective Redress Deed between the Crown and the Marutūāhu Iwi.

NGĀ MANA WHENUA O TĀMAKI MAKAURAU COLLECTIVE REDRESS

7.2 The parties record that the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed –

7.2.1 provides for the following redress:

Cultural redress in relation to Tāmaki Makaurau area

(a) cultural redress in relation to particular Crown-owned portions of maunga[1] and motu[2] of the inner Hauraki Gulf / Tīkapa Moana:

(b) governance arrangements relating to four motu[3] of the inner Hauraki Gulf / Tīkapa Moana:

(c) a relationship agreement with the Crown, through the Minister of Conservation and the Director-General of Conservation, in the form set out in part 2 of the documents schedule to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed, in relation to public conservation land in the Tāmaki Makaurau Region (as defined in the relationship agreement):

[1] Matukutūruru, Maungakiekie / One Tree Hill, Maungarei / Mount Wellington, Maungauika, Maungawhau / Mount Eden, Mount Albert, Mount Roskill, Mount St John, Ōhinerau / Mount Hobson, Ōhuiarangi / Pigeon Mountain, Ōtāhuhu / Mount Richmond, Rarotonga / Mount Smart, Takarunga / Mount Victoria, and Te Tātua-a-Riukiuta.
[2] Rangitoto Island, Motutapu Island, Motuihe Island / Te Motu-a-Ihenga and Tiritiri Matangi Island.
[3] Rangitoto Island, Motutapu Island, Motuihe Island / Te Motu-a-Ihenga and Motukorea.

(d) changing the geographic names of particular sites of significance in the Tāmaki Makaurau area:

Commercial redress in relation to RFR land

(e) a right of first refusal over RFR land (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) for a period of 172 years from the date the right becomes operative:

Right to purchase any non-selected deferred selection properties

(f) a right to purchase any property situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) –

(i) in relation to which one of the iwi of Ngā Mana Whenua o Tāmaki Makaurau has a right of deferred selection under a deed of settlement with the Crown; but

(ii) that is not purchased under that right of deferred selection; and

Acknowledgement in relation to cultural redress in respect of the Waitematā and Manukau harbours

7.2.2 includes an acknowledgement that, although the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed does not provide for cultural redress in respect of the Waitematā and the Manukau harbours, that cultural redress is to be developed in separate negotiations between the Crown and Ngā Mana Whenua o Tāmaki Makaurau.

PARE HAURAKI COLLECTIVE REDRESS

7.3 The parties record the following summary of redress intended to be provided for in the Pare Hauraki Collective Redress Deed. The summary is non-comprehensive and provided for reference only; in the event of any conflict between the terms of the summary and the Pare Hauraki Collective Redress Deed, the Pare Hauraki Collective Redress Deed prevails:

Cultural redress

7.3.1 vesting of 1,000 hectares at Moehau maunga in fee simple subject to government purpose (Pare Hauraki whenua kura and ecological sanctuary) reserve status, and co-governance and other arrangements over the entire 3,600 hectare Moehau Ecological Area, including the ability to undertake specified cultural activities as permitted activities:

7.3.2 vesting of 1,000 hectares at Te Aroha maunga in fee simple subject to local purpose (Pare Hauraki whenua kura) reserve status being administered by the Pare Hauraki collective cultural entity:

7.3.3 governance arrangements in relation to public conservation land, including a decision-making framework (which encompasses a regime for consideration of iwi interests including in relation to concession applications), recognition of the Pare Hauraki World View, and other arrangements including the joint preparation and approval of a Conservation Management Plan covering the Coromandel Peninsula, motu[4] and wetlands[5]:

7.3.4 transfer of specific decision-making powers from the Department of Conservation to iwi, including in relation to customary materials and possession of dead protected fauna; a wāhi tapu management framework; and review of the Conservation Management Strategy to ensure the Iwi of Hauraki values and interests are provided for:

7.3.5 natural resource management and governance arrangements over the Waihou and Piako Rivers, the Coromandel Peninsula catchment, the Mangatangi and Mangatawhiri waterway catchments, the Whangamarino wetland and the Tauranga Moana catchments and coastal marine area:

7.3.6 a statutory acknowledgement over the Kaimai Mamaku Range:

7.3.7 $3,000,000 funding and other support for te reo revitalisation:

7.3.8 Ministry for Primary Industries redress, including a right of first refusal over fisheries quota for a period of 176 years from the date the right becomes operative, and recognition of the Pare Hauraki World View by the three principal Acts administered by the Ministry for Primary Industries:

7.3.9 changing the geographic names of specified areas of significance:

7.3.10 a letter of introduction to the responsible Ministers under the Overseas Investment Act 2005 in relation to sensitive land sales:

7.3.11 $500,000 towards the Pare Hauraki collective cultural entity:

Commercial redress

7.3.12 the transfer of the Kauaeranga, Tairua, Whangamata and Whangapoua Forests, the Hauraki Athenree Forest and Hauraki Waihou Forest (being licensed land as defined in the Pare Hauraki Collective Redress Deed):

7.3.13 the early release of certain landbank properties and transfer of other landbank properties on the settlement date:

7.3.14 the right to purchase specific parcels of land administered by the Department of Conservation on a deferred selection basis:

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[4] Including Motutapere Island, Cuvier Island (Repanga), the Mercury Islands, Rabbit Island, the Aldermen Islands (Ruamaahua).
[5] Including Kopuatai, Torehape and Taramaire wetlands.

7.3.15 a right of first refusal over RFR land (as defined in the Pare Hauraki Collective Redress Deed), including land held by Crown entities and the Housing New Zealand Corporation, and the Cuvier lighthouse, for a period of 176 years from the date the right becomes operative:

7.3.16 additional rights of refusal over land in Tauranga (for a period of 176 years) and Waikato (as defined in the Pare Hauraki Collective Redress Deed):

Minerals

7.3.17 the transfer of certain Crown-owned minerals in land vested or transferred under the Pare Hauraki Collective Redress Deed:

7.3.18 involvement in any review of ownership of gold and silver:

7.3.19 a relationship agreement with the Ministry of Business, Innovation and Employment.

Pare Hauraki Landbank Properties

7.4 The parties acknowledge that it is intended that the following properties must be transferred by the Pare Hauraki collective commercial entity to the governance entity, either solely, or jointly with other iwi, as the case may be, as referred to in the Pare Hauraki Collective Redress Deed:

Early release commercial redress properties

7.4.1 132 Park Road, Katikati:

7.4.2 Cnr Orchard East Road / SH2, Ngatea (jointly with Ngāti Maru Rūnanga Trust):

7.4.3 28 Waimarei Avenue, Paeroa (jointly with Ngāti Tara Tokanui Trust):

7.4.4 1679 State Highway 2, Athenree (jointly with Ngāti Tara Tokanui Trust):

7.4.5 179 Normanby Road, Paeroa (jointly with Hako Tūpuna Trust, Ngāti Tara Tokanui Trust):

7.4.6 Seddon Avenue / Waitete Road / Orchard Road, Waihi (jointly with Hako Tūpuna Trust, Ngāti Tara Tokanui Trust):

7.4.7 105 Isabel Street, Whangamata (jointly with Hako Tūpuna Trust, Ngāti Maru Rūnanga Trust, Ngaati Whanaunga Ruunanga Trust):

7.4.8 1-5 Toko Road, Whangamata (jointly with Hako Tūpuna Trust, Ngāti Maru Rūnanga Trust, Ngaati Whanaunga Ruunanga Trust):

7.4.9 Feisst Road / Bell Road, Maramarua (jointly with Ngāti Maru Rūnanga Trust, Ngāti Paoa Iwi Trust, Ngaati Whanaunga Ruunanga Trust):

7.4.10 401 Achilles Avenue, Whangamata (jointly with Hako Tūpuna Trust, Ngāti Maru Rūnanga Trust, Ngāti Tumutumu/Ngāti Rāhiri Tumutumu Trust, Ngaati Whanaunga Ruunanga Trust):

7.4.11 107 Ajax Road, Whangamata (jointly with Hako Tūpuna Trust, Ngāti Maru Rūnanga Trust, Ngāti Tara Tokanui Trust, Ngaati Whanaunga Ruunanga Trust):

Commercial redress properties

7.4.12 6 Gordon Avenue, Te Aroha:

7.4.13 16 Gordon Avenue, Te Aroha:

7.4.14 35 Stanley Avenue, Te Aroha (jointly with Ngāti Tumutumu/Ngāti Rāhiri Tumutumu Trust).

Housing New Zealand Corporation right of first refusal

7.5 The parties acknowledge that the governance entity, along with the governance entity or governance entities of the iwi specified in the fourth column of the table, will be entitled to receive any right of first refusal offer received by the Pare Hauraki collective commercial entity under the Pare Hauraki Collective Redress Deed in respect of the following properties:

Land Holding Agency	**Housing New Zealand Corporation**		
Property ID	**Address**	**Legal Description**	**Iwi**
HSS0028614	Thames	0.0718 hectares, more or less, being Lot 4 DPS 15860. All computer freehold register SA17A/340.	Ngāti Maru / Ngāti Tamaterā

HSS0028615	Thames	0.1039 hectares, more or less, being Lot 3 DPS 276. All computer freehold register SA17B/202.	Ngāti Maru / Ngāti Tamaterā
HSS0028630	Paeroa	0.0842 hectares, more or less, being Lot 37 DPS 1349. All computer freehold register SA9B/1374.	Ngāti Tamaterā
HSS0028470	Thames	0.0576 hectares, more or less, being Lot 3 DPS 29109. All computer freehold register SA29A/834.	Ngāti Maru / Ngāti Tamaterā
HSS0030005	Thames	0.0812 hectares, more or less, being Lot 3 DPS 2710. All computer freehold register SA54A/605.	Ngāti Maru / Ngāti Tamaterā / Te Patukirikiri
TUS0007215	Thames	0.0540 hectares, more or less, being Lot 1 DPS 73266. All computer freehold register SA59A/127.	Ngāti Maru / Ngāti Tamaterā
TUS0007216	Thames	0.0519 hectares, more or less, being Lot 2 DPS 73266. All computer freehold register SA59A/128.	Ngāti Maru / Ngāti Tamaterā
TUS0006970	Thames	0.0529 hectares, more or less, being Lot 1 DPS 84508. All computer freehold register SA67A/53.	Ngāti Maru / Ngāti Tamaterā
TUS0006969	Thames	0.0378 hectares, more or less, being Lot 2 DPS 84508. All computer freehold register SA67A/54.	Ngāti Maru / Ngāti Tamaterā
TUS0006972	Thames	0.0410 hectares, more or less, being Lot 1 DPS 84609. All computer freehold register SA67A/606.	Ngāti Maru / Ngāti Tamaterā

TUS0006971	Thames	0.0373 hectares, more or less, being Lot 2 DPS 84609. All computer freehold register SA67A/607.	Ngāti Maru / Ngāti Tamaterā
HSS0031164	Thames	0.2023 hectares, more or less, being Lot 4 DPS 86484. All computer freehold register SA68B/904.	Ngāti Maru / Ngāti Tamaterā / Te Patukirikiri
TUS0007234	Thames	0.0499 hectares, more or less, being Lot 1 DPS 88415. Part computer freehold register SA69A/840. 0.0431 hectares, more or less, being ¼ share of fee simple, Lot 5 DPS 88415. Part computer freehold register SA69A/840.	Ngāti Maru / Ngāti Tamaterā
TUS0007233	Thames	0.0382 hectares, more or less, being Lot 2 DPS 88415. Part computer freehold register SA69A/841. 0.0431 hectares, more or less, being ¼ share of fee simple, Lot 5 DPS 88415. Part computer freehold register SA69A/841.	Ngāti Maru / Ngāti Tamaterā
HSS0029329	Thames	0.0875 hectares, more or less, being Lot 11 DPS 2710. All computer freehold register SA9A/1467.	Ngāti Maru / Ngāti Tamaterā
HSS0029247	Thames	0.0612 hectares, more or less, being Lot 3 DPS 2045. All computer freehold register SA9B/1263.	Ngāti Maru / Ngāti Tamaterā

HSS0029248	Thames	0.0612 hectares, more or less, being Lot 4 DPS 2045. All computer freehold register SA9B/1264.	Ngāti Maru / Ngāti Tamaterā
HSS0028637	Thames	0.0749 hectares, more or less, being Lot 5 DPS 2045. All computer freehold register SA9B/1265.	Ngāti Maru / Ngāti Tamaterā
HSS0028638	Thames	0.0716 hectares, more or less, being Lot 10 DPS 2045. All computer freehold register SA9B/1268.	Ngāti Maru / Ngāti Tamaterā
HSS0029250	Thames	0.0670 hectares, more or less, being Lot 13 DPS 2045. All computer freehold register SA9B/1270.	Ngāti Maru / Ngāti Tamaterā
HSS0029328	Thames	0.1019 hectares, more or less, being Lot 13 DPS 6104. All computer freehold register SA9B/192.	Ngāti Maru / Ngāti Tamaterā
HSS0029325	Thames	0.0744 hectares, more or less, being Lot 4 DPS 2710. All computer freehold register SA9C/436.	Ngāti Maru / Ngāti Tamaterā / Te Patukirikiri
HSS0029326	Thames	0.0784 hectares, more or less, being Lot 5 DPS 2710. All computer freehold register SA9C/437.	Ngāti Maru / Ngāti Tamaterā
HSS0028324	Thames	0.0807 hectares, more or less, being Lot 7 DPS 2710. All computer freehold register SA9C/439.	Ngāti Maru / Ngāti Tamaterā
HSS0029327	Thames	0.0794 hectares, more or less, being Lot 8 DPS 2710. All computer freehold register SA9C/440.	Ngāti Maru / Ngāti Tamaterā

MARUTŪĀHU IWI COLLECTIVE REDRESS

7.6 The parties record the following summary of redress intended to be provided for in the Marutūāhu Iwi Collective Redress Deed. The summary is non-comprehensive and provided solely for reference. In the event of any conflict between the terms of the summary and the Marutūāhu Iwi Collective Redress Deed, the Marutūāhu Iwi Collective Redress Deed prevails:

Cultural redress

7.6.1 vesting of land at the following properties:

(a) Omahu property (Maungarei):

(b) Moutohora property (Motuora):

(c) Marutūāhu property (Mahurangi):

(d) Te Wharekura property (Tiritiri Matangi):

(e) Te Mokai a Tinirau property (Motuihe):

(f) Mangoparerua Pā property (Motuihe):

(g) Taurarua property A:

(h) [Taurarua property B]:

(i) Whangaparaoa property:

(j) Te Kawau Tu Maru property (Kawau):

7.6.2 vesting of the Fort Takapuna Guardhouse on the Fort Takapuna Recreation Reserve:

7.6.3 transfer of the Sunny Bay Wharf on Kawau Island:

7.6.4 statutory acknowledgements for Motutapu area, Fort Takapuna area, Waipapa area, Taurarua area and Mutukaroa / Hamlin Hill:

7.6.5 a coastal statutory acknowledgement for Ngāi Tai Whakarewa Kauri Marutūāhu Iwi:

7.6.6 a relationship agreement with the New Zealand Transport Agency in relation to Waipapa:

7.6.7 a letter from the Minister for Treaty of Waitangi Negotiations to the Auckland Council regarding inclusion of Mutukaroa / Hamlin Hill in the integrated management plan prepared and approved by the Tūpuna Maunga o Tāmaki Makaurau Authority:

Commercial redress

7.6.8 the transfer of part 6-10 Homestead Drive, Mt Wellington:

7.6.9 the transfer of the Maramarua Forest on specified terms:

7.6.10 [the purchase of New Zealand Defence Force properties on the North Shore and Whangaparaoa Peninsula on specified terms:]

7.6.11 the transfer of the Anzac Street, Takapuna property as an early release property:

7.6.12 the opportunity to purchase, for two years from settlement date, the following deferred selection properties:

(a) specified landbank properties:

(b) the Panmure Probation Centre and the Boston Road Probation Centre subject to leaseback to the Department of Corrections:

(c) specified school sites (land only) subject to selection criteria and leaseback to the Ministry of Education:

7.6.13 the transfer of the Torpedo Bay property on specified terms with Ngāi Tai ki Tāmaki as a purchase and lease back to the Crown:

7.6.14 the deferred purchase of land at Waipapa administered by the New Zealand Transport Agency on specified terms and for a 35 year period from settlement date:

7.6.15 a right of first refusal over exclusive RFR land in the Kaipara region for a period of 177 years from settlement date:

7.6.16 a right of first refusal for shared RFR land with Ngāti Whātua o Kaipara over specified properties in the Kaipara region for a period of 169 years from its commencement date:

7.6.17 a shared right of first refusal with Te Kawerau ā Maki and Ngāti Whātua over RFR land in a specified area in the Mahurangi region for a period of 173 years from its commencement date.

8 TĪKAPA MOANA – TE TAI TAMAWAHINE

8.1 Tīkapa Moana – Te Tai Tamawahine (and the harbours in those water bodies) are of great spiritual, cultural, customary, ancestral and historical significance to Ngāti Tamaterā.

8.2 Ngāti Tamaterā and the Crown acknowledge and agree that this deed does not provide for cultural redress in relation to Tīkapa Moana – Te Tai Tamawahine as that is to be developed in separate negotiations between the Crown and Ngāti Tamaterā.

8.3 Ngāti Tamaterā consider, but without in any way derogating from clause 8.10, negotiations with the Crown will not be complete until they receive cultural redress in relation to Tīkapa Moana – Te Tai Tamawahine.

8.4 The Crown recognises:

8.4.1 the significant and longstanding history of protest and grievance on the Crown's actions in relation to Tīkapa Moana, including the 1869 petition of Tanumeha Te Moananui and other Pare Hauraki rangatira and the Kauaeranga Judgment; and

8.4.2 Ngāti Tamaterā have long sought co-governance and integrated management of Tīkapa Moana – Te Tai Tamawahine.

8.5 The Crown acknowledges that the aspirations of Ngāti Tamaterā for Tīkapa Moana – Te Tai Tamawahine include co-governance with relevant agencies in order to:

8.5.1 restore and enhance the ability of those water bodies to provide nourishment and spiritual sustenance;

8.5.2 recognise the significance of those water bodies as maritime pathways (aramoana) to settlements throughout the Pare Hauraki rohe; and

8.5.3 facilitate the exercise by Ngāti Tamaterā of kaitiakitanga, rangatiratanga and tikanga manaakitanga.

8.6 The Crown and iwi share many goals for natural resource management, including environmental integrity, the sustainable use of natural resources to promote economic development, and community and cultural well-being for all New Zealanders. The Crown recognises the relationships Ngāti Tamaterā have with natural resources, and that the iwi have an important role in their care.

8.7 The Crown agrees to negotiate redress in relation to Tīkapa Moana – Te Tai Tamawahine as soon as practicable, and will seek sustainable and durable arrangements involving Ngāti Tamaterā in the natural resource management of Tīkapa Moana – Te Tai Tamawahine that are based on Te Tiriti o Waitangi / the Treaty of Waitangi.

8.8 This deed does not address the realignment of the representation of iwi on the Hauraki Gulf Forum under the Hauraki Gulf Marine Park Act 2000. This matter will be explored in the negotiations over Tīkapa Moana.

8.9 The Crown owes iwi a duty consistent with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi to negotiate redress for Tīkapa Moana – Te Tai Tamawahine in good faith.

8.10 Ngāti Tamaterā are not precluded from making a claim to the Waitangi Tribunal in respect of the process referred to in clause 8.7.

9 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

9.1 The Crown must propose the draft settlement bill for introduction to the House of Representatives.

9.2 The settlement legislation will provide for all matters for which legislation is required to give effect to this deed of settlement.

9.3 The draft settlement bill proposed for introduction to the House of Representatives –

9.3.1 may be in the form of an omnibus bill that includes bills settling the claims of the Iwi of Hauraki; and

9.3.2 must comply with the relevant drafting conventions for a government bill; and

9.3.3 must be in a form that is satisfactory to Ngāti Tamaterā and the Crown.

9.4 The Crown must not after introduction to the House of Representatives propose changes to the draft settlement bill other than changes agreed in writing by Ngāti Tamaterā and the Crown.

9.5 Ngāti Tamaterā and the governance entity must support the passage of the draft settlement bill through Parliament.

SETTLEMENT CONDITIONAL

9.6 This deed, and the settlement, are conditional on the settlement legislation coming into force.

9.7 However, the following provisions of this deed are binding on its signing:

9.7.1 clauses 6.9, 6.10 and 9.4 to 9.11:

9.7.2 paragraph 1.3, and parts 4 to 7, of the general matters schedule.

EFFECT OF THIS DEED

9.8 This deed –

9.8.1 is "without prejudice" until it becomes unconditional; and

9.8.2 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.

9.9 Clause 9.8 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

9.10 The Crown or the governance entity may terminate this deed, by notice to the other, if –

9.10.1 the settlement legislation has not come into force within 36 months after the date of this deed; and

9.10.2 the terminating party has given the other party at least 40 business days' notice of an intention to terminate.

9.11 If this deed is terminated in accordance with its provisions, –

9.11.1 this deed (and the settlement) are at an end; and

9.11.2 subject to this clause, this deed does not give rise to any rights or obligations; and

9.11.3 this deed remains "without prejudice"; but

9.11.4 the parties intend that –

(a) the on-account payments;

(b) any property referred to in clauses 7.4.1 to 7.4.11, if that property is transferred pursuant to the Pare Hauraki Collective Redress Deed; and

(c) [the Anzac Street, Takapuna property, referred to in clause 7.6.11, if that property is transferred pursuant to the Marutūāhu Iwi Collective Redress Deed,]

are taken into account in any future settlement of the historical claims.

10 GENERAL, DEFINITIONS AND INTERPRETATION

GENERAL

10.1 The general matters schedule includes provisions in relation to –

10.1.1 the implementation of the settlement; and

10.1.2 the Crown's –

(a) payment of interest in relation to the settlement; and

(b) tax indemnities in relation to redress; and

10.1.3 giving notice under this deed or a settlement document; and

10.1.4 amending this deed.

HISTORICAL CLAIMS

10.2 In this deed, **historical claims –**

10.2.1 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 Tamaterā, 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 Te Tiriti o Waitangi/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

10.2.2 includes every claim to the Waitangi Tribunal to which clause 10.2.1 applies that relates exclusively to Ngāti Tamaterā or a representative entity, including the following claims:

(a) Wai 418 - Waikawau Purchase claim:

(b) Wai 778 - Ngāti Tamaterā Lands and Taonga claim:

(c) Wai 2272 - Ripeka Parehuia Peke-Hawkins Whanau Trust claim; and

10.2.3 includes every other claim to the Waitangi Tribunal to which clause 10.2.1 applies, so far as it relates to Ngāti Tamaterā or a representative entity, including the following claims:

(a) Wai 100 - Hauraki Māori Trust Board claim:

(b) Wai 177 - Hauraki Gold Mining Lands claim:

(c) Wai 349 - Hauraki Tribal Rohe claim:

(d) Wai 373 - Maramarua State Forest claim:

(e) Wai 374 - Auckland Central Railways Land claim:

(f) Wai 454 - Marutūāhu Tribal Region claim:

(g) Wai 475 - Whangapoua Forest claim:

(h) Wai 495 - Marutūāhu Tribal Lands claim:

(i) Wai 496 - Tamaki Girls College and Other Lands within Tāmaki Makaurau claim:

(j) Wai 557 - Te Kaokaoroa O Patetere claim:

(k) Wai 650 - Athenree Forest and Surrounding Lands claim:

(l) Wai 693 - Matamataharakeke Blocks claim:

(m) Wai 720 - Mahurangi-Omaha (Hauraki Gulf) claim:

(n) Wai 811 - Coromandel Township and Other Lands (Te Patukirikiri) claim:

(o) Wai 812 - Marutūāhu Land and Taonga claim:

(p) Wai 865 - Waihou Railway Land claim:

(q) Wai 887 - Ngawaka Tautari Lands (Auckland Kaipara) claim:

(r) Wai 968 - Korohere Ngapo Harataunga Lands claim:

(s) Wai 970 - Tamatepo Hauraki Lands claim:

(t) Wai 997 - Tauteka Papaaroha 1 Block claim:

(u) Wai 1696 - Tararu Land (Nicholls) claim:

(v) Wai 1807 - Descendants of Tipa Compain claim:

(w) Wai 1891 - Ngaromaki Block Trust Mining claim:

(x) Wai 2298 - W T Nicholls Estate Lands and Resources (Tukerangi) claim.

10.3 However, **historical claims** does not include the following claims:

10.3.1 a claim that a member of Ngāti Tamaterā, or a whānau, hapū, or group referred to in clause 10.5.2, may have that is, or is founded on, a right arising as a result of being descended from a tupuna who is not referred to in clause 10.5.1:

10.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 10.3.1.

10.4 To avoid doubt, clause 10.2.1 is not limited by clauses 10.2.2 or 10.2.3.

NGĀTI TAMATERĀ

10.5 In this deed, **Ngāti Tamaterā** means –

10.5.1 the collective group composed of individuals who descend from a Ngāti Tamaterā tupuna or ancestor; and

10.5.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 10.5.1, including the following groups:

(a) Ngāti Kiriwera:

(b) Ngāti Pare:

(c) Ngāti Pinenga:

(d) Ngāti Taharua:

(e) Ngāti Taiuru:

(f) Ngāti Tangata:

(g) Ngāti Tawhaki:

(h) Ngāti Rangitaua:

(i) Ngāti Te Roro:

(j) Te Mango:

(k) Te Matewaru:

(l) Ngāti Wehenga; and

10.5.3 every individual referred to in clause 10.5.1.

10.6 For the avoidance of doubt, Ngāti Tangata as referenced in 10.5.2(f) does not mean the hapū of Ngāti Hinerangi.

10.7 For the avoidance of doubt, clause 10.5.2 does not include Ngati Pukeko hapū at Whakatane.

10.8 For the purposes of clause 10.5.1 –

10.8.1 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 excluding those who are not in their own right Ngāti Tamaterā; and

10.8.2 **Ngāti Tamaterā tupuna or ancestor** means an individual who –

(a) exercised customary rights by virtue of being descended from –

(i) Tamaterā; or

(ii) a recognised tupuna or ancestor of any of the groups referred to in clause 10.5.2; and

(b) exercised customary rights predominantly in relation to the area of interest after 6 February 1840; and

10.8.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including –

(a) rights to occupy land and waters, including coastal lands and waters; and

(b) rights in relation to the use of land, waters or other natural or physical resources.

MANDATED NEGOTIATORS AND SIGNATORIES

10.9 In this deed, **mandated negotiators** means the following individuals –

10.9.1 Terrence John McEnteer; and

10.9.2 Debra Liane Ngamane.

ADDITIONAL DEFINITIONS

10.10 The definitions in part 6 of the general matters schedule apply to this deed.

INTERPRETATION

10.11 Part 7 of the general matters schedule applies to the interpretation of this deed.

SIGNED as a deed on [***date***]

SIGNED for and on behalf of **NGĀTI TAMATERĀ** by the mandated negotiators in the presence of –

Terrence John McEnteer

Debra Liane Ngamane

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of **THE CROWN** by –

The Minister for Treaty of Waitangi Negotiations in the presence of –

Hon Christopher Finlayson

The Minister of Finance (only in relation to the tax indemnities) in the presence of –

Hon Steven Leonard Joyce

WITNESS

Name:

Occupation:

Address: