

TE RŪNANGA-Ā-IWI O NGĀTI KAHU

and

HER MAJESTY THE QUEEN

in right of New Zealand

**Agreement in Principle
for the Settlement of the Historical Claims of
Ngāti Kahu**

17 September 2008

Negotiations to Date

1. In June 2002, the Crown recognised the mandate of Te Rūnanga-ā-Iwi o Ngāti Kahu (Te Rūnanga) to negotiate, on behalf of Ngāti Kahu, the settlement of the Historical Claims of Ngāti Kahu. The parties entered into Terms of Negotiation in May 2003 to specify the scope, objectives and general procedures for negotiations.
2. Negotiations have now reached a stage where the parties wish to enter into this Agreement in Principle recording that the Crown and Te Rūnanga are willing in principle to settle the Historical Claims of Ngāti Kahu by a Deed of Settlement on the basis outlined in this Agreement in Principle.

General

3. This Agreement in Principle contains the nature and scope, in principle, of the Crown's offer to settle the Historical Claims.
4. The redress offered to Ngāti Kahu to settle the Historical Claims comprises four main components. These are:
 - a. Historical Account, Crown Acknowledgements and Crown Apology;
 - b. Cultural Redress;
 - c. Financial and Commercial Redress; and
 - d. Social Revitalisation Redress.
5. Following the signing of this Agreement in Principle, the parties will work together in good faith to develop, as soon as reasonably practicable, a Deed of Settlement. The Deed of Settlement will include the full details of the redress to settle the Historical Claims and all other necessary matters. The Deed of Settlement will be conditional on the matters set out in paragraph 69 of this Agreement in Principle.
6. The Crown and Te Rūnanga jointly reserve the right to amend this Agreement in Principle by giving notice to the other party.
7. This Agreement in Principle is entered into on a without prejudice basis. It:
 - a. is non-binding and does not create legal relations; and
 - b. may not be used as evidence in any proceedings before, or be presented to, the Courts, the Waitangi Tribunal or any other judicial body or tribunal.
8. The Terms of Negotiation continue to apply to the negotiations except to the extent affected by this Agreement in Principle.
9. Key terms used in this document are defined in paragraph 75.

Historical Account, Crown Acknowledgements, and Crown Apology

10. Together, the Historical Account, Crown Acknowledgements and Apology are the cornerstone of the Crown's settlement offer.
11. The Historical Account will present an agreed understanding of the historical relationship between the Crown and Ngāti Kahu, and will be included in the Deed of Settlement. On the basis of the Historical Account, the Crown will acknowledge in the Deed of Settlement that certain actions or omissions of the Crown were a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
12. The Crown will then offer an apology to Ngāti Kahu in the Deed of Settlement for the acknowledged Crown breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown Acknowledgements and Apology will be developed following the signing of this Agreement in Principle.

Cultural Redress

Overview

13. The value of the cultural redress is not off-set against the Financial and Commercial Redress amount.
14. Maps for each of the Cultural Redress Properties are included in **Attachment 2**.

Statutory Board

15. Ngāti Kahu states :

Ko Maungataniwha te maunga	Maungataniwha is the mountain
Ko Tokerau me Karikari ngā moana	Tokerau and Karikari are the seas
Ko Kahutainui te tupuna	Kahutianui is the ancestor
Ko Te Parata te tangata	Te Parata is the man
Ko Māmaru te waka	Māmaru is the canoe
Ko Ngāti Kahu te iwi.	Ngāti Kahu is the tribe

<p>Ko te hakaaturanga tēnei o te ihi, te mana, te wehi, te tapu me te mauri ora mai ra i ō tātou tūpuna, mai i tō tātou waka Māmaru. Nā rātou i hakatū, i pou, i titia te pouwhenua ki ō tātou whenua, hei hakamahara i a tātou e tū ana tātou i runga hoki i tēnei mana. Nō reira, ka titia tō tātou mana i te whenua, hei hakaatu ki te ao, nō tātou tēnei whenua, kei a tātou te mana o tēnei whenua. He tūrangawaewae anō hoki mō tātou, ā, he ūkaipō i tō tātou whitinga atu ki te ao mārama. Nō reira, ka tū tātou i runga i tēnei mana hei kaitiaki mō tēnei whenua.</p> <p>Nā, i runga i tēnei mana ka hakaetia e Ngāti Kahu kia hakatūria tētahi Poari-ā-Ture e Ngāti Kahu me te Karauna hei mana hakahaere i wētahi o ngā whenua tūpuna o Ngāti Kahu i raro i ngā kaupapa me ngā tikanga o Ngāti Kahu, ka aro atu hoki ki ngā kaupapa o te Kāwanatanga. Ka kitea i te Tiriti o Waitangi, kua hakaetia e ngā tūpuna me te Karauna, nō Ngāti Kahu te rangatiratanga, nō te Karauna te kāwanatanga. I raro i ngā tikanga o Ngāti Kahu, mā Ngāti Kahu e manaaki, e arahi te Karauna, ā, mā te Poari-ā-Ture e hāpai atu ngā kaupapa me ngā tikanga o Ngāti Kahu me ngā kaupapa kāwanatanga i te hakahaeretanga o ngā whenua tupuna o Ngāti Kahu.</p>	<p>This sets out the range of Ngāti Kahu's ihi, mana, wehi, tapu and mauri ora inherited from our ancestors and from our ancestral canoe, Māmaru. It was our ancestors who established this and embedded the markers of it in our lands, to remind us that we stand on that mana on these lands. And so our mana was embedded in our lands to signify to all that this land is ours and we are mana whenua of these lands. It is where we belong and are connected to, our nurturing homelands we return to when we pass on. And so we stand on this mana as the kaitiaki of these lands.</p> <p>As a result of that mana whenua, Ngāti Kahu has agreed with the Crown to establish a Statutory Board over certain parts of Ngāti Kahu's ancestral lands. Te Tiriti o Waitangi records that our ancestors and the Crown acknowledged the rangatiratanga of iwi Maori and the kāwanatanga of the Crown. In accordance with Ngāti Kahu custom, Ngāti Kahu will work with the Crown to enable the Statutory Board to reflect both Ngāti Kahu's tikanga and the Crown's kāwanatanga obligations.</p>
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16. Settlement legislation will provide for the creation of a Statutory Board in respect of all public conservation lands within Ngāti Kahu's exclusive area of interest, providing substantive recognition of Ngāti Kahu's manawhenua association with approximately 4,240 hectares of public conservation land, as specified in paragraph 17. It will:
- a. consist of an equal number of Crown and iwi representatives;
 - b. be chaired by a Ngāti Kahu representative, and operate on a consensus decision-making basis in accordance with Ngāti Kahu tikanga; and
 - c. have as its key purpose the development, sign-off and monitoring of operational and long term plans for conservation sites, and will be tasked with monitoring the delivery of that plan or plans.

17. The relevant public conservation lands include:
- a. Paeroa/Knuckle Point Scenic Reserve;
 - b. Part of Maitai Bay Recreation Reserve;
 - c. Tokerau Beach Conservation Area;
 - d. Lake Ohia Conservation Area;
 - e. Rangaunu Conservation Area;
 - f. Paranui Scenic Reserve (to be vested in Ngāti Kahu);
 - g. Part of Mangonui Domain Recreation Reserve;
 - h. Part of Mangonui Conservation Area;
 - i. Omaitai Conservation Area and Wildlife Management Reserve;
 - j. Aputerewa Scenic Reserve;
 - k. Part of Otangaroa Conservation Area;
 - l. Mangatete Farm Settlement Scenic Reserve;
 - m. Part of Mangatete Conservation Area;
 - n. Pairatahi Gum Historic Reserve; and
 - o. Karikari 2A Recreation Reserve
18. The parties further agree that:
- a. the Statutory Board may operate in respect of any other public conservation land within Ngāti Kahu's exclusive area of interest that is specified in **Attachment 3** including any further public conservation lands that might be acquired;
 - b. the Statutory Board will not operate in respect of lands that are vested in Ngāti Kahu on the date of settlement, unless otherwise stated;
 - c. following the signing of this Agreement in Principle, detailed objectives and working arrangements for the Board will be developed; and
 - d. the proposed Statutory Board may operate in conjunction with a relationship protocol between Ngāti Kahu and the Department of Conservation, as outlined at paragraphs 29-31.

Right of First Refusal of Public Conservation Lands Subject to Statutory Board

19. Te Rūnanga acknowledges that the Department of Conservation has no intention of ever selling any of the public conservation land within Ngāti Kahu's Exclusive Area of Interest. However, to reflect Ngāti Kahu's desire for these lands to be protected in perpetuity, the Crown offers the Ngāti Kahu Governance Entity the opportunity to purchase any surplus public conservation land within Ngāti Kahu's Exclusive Area of Interest for a period of 168 years from the Settlement Date. The mechanism used will:
- i. include similar terms and conditions to a Right of First Refusal in other recent settlements so far as they are applicable to Conservation Land, but with variations to be negotiated; and
 - ii. where relevant, be subject to the conditions applicable to Commercial Redress Properties set out in paragraphs 53c-53g, with necessary adaptations.

Maungataniwha Statutory Board

20. The parties agree to investigate a similar Statutory Board arrangement over the Maungataniwha Forest, Mangamuka Gorge Scenic Reserve and Raetea Forest areas. Such a Board would include representatives of the Crown and those iwi or hapū who have interests in these areas, namely Ngāti Kahu (Te Paatu), Te Rarawa, and Ngapuhi.
21. The Crown has also offered to vest 40 hectares, being the peak of Maungataniwha, jointly in Ngāti Kahu, Te Rarawa, and Ngapuhi, subject to a conservation covenant (**Map 18**). The Crown and Ngāti Kahu agree that, following the signing of this Agreement in Principle, further discussion between the parties listed in this paragraph will take place with regard to the proposed vesting, including the extent and manner of the proposed vesting.

Cultural Redress Properties

22. The Deed of Settlement and Settlement Legislation will provide for the properties listed in Table 1 (below) to be vested in the Governance Entity on the Settlement Date. Such vesting will be conditional upon:
- a. the encumbrances specified in Table 1 below; and
 - b. where relevant, the terms and conditions listed in paragraph 27.

Table 1 – Cultural Redress Properties (maps of properties in **Attachment 2**)

Site	Description (All North Auckland Land District/Far North District Council)	Specific conditions or encumbrances known at the time of the Agreement in Principle
<i>86.85 hectares of public conservation land in fee simple</i>		
Maitai Pā Map 1	3.8 hectares, approximately, being Part Section 1 Block I Karikari Survey District. Subject to survey.	
Maitai Bay dune area (in front of farm block) Map 2	4.1 hectares, approximately, being Part Section 1 Block I Karikari Survey District. Subject to survey.	Subject to access easements over established public access-ways.
Part Puwheke Recreation Reserve Map 3	66.4 hectares, approximately, being Part Sections 16 and 18 Block IV Karikari Survey District. Subject to survey.	Subject to access easement over summit track.
Part Mangonui Domain Recreation Reserve Map 4	2.7 hectares, approximately, being Parts Section 9 Block V Mangonui Survey District. Subject to survey.	
Part Mangonui Conservation Area Map 5	0.55 hectares, approximately, being Part Allotment 294 Town of Mangonui. Subject to survey.	
Part Mangatete Conservation Area Map 6	9.3 hectares, approximately, being Part Section 7 Block XI Rangaunu Survey District. Subject to survey.	Subject to legal and vehicle access being provided by the Crown to the block
<i>110 hectares of public conservation land in fee simple, subject to covenants</i>		
Maitai Bay Farm Paddock (including the Department of Conservation-owned house and water tanks) Map 7	18.7 hectares, approximately, being Part Section 1 Block I Karikari Survey District. Subject to survey.	Subject to a conservation (open space) covenant.
Maitai Bay Inland Pā Map 8	1.8 hectares, approximately, being Part Section 1 Block I Karikari Survey District. Subject to survey.	Subject to a conservation covenant for public access.

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<p>Part Otangaroa Conservation Area</p> <p>Map 9</p>	<p>89.6600 hectares, more or less, being Section 1 SO 62458, Section 2 SO 62459, and Section 3 SO 62460.</p>	<p>Subject to a conservation covenant.</p> <p>Subject to walking access easements over:</p> <ul style="list-style-type: none"> • the Kohumaru Station; and • those parts of the Otangaroa Conservation Area to be vested in Ngāti Kahu.
<p><i>675 hectares of public conservation land, subject to reserve status</i></p>		
<p>Rangikapiti Pā Historic Reserve</p> <p>Map 10</p>	<p>34.4 hectares, approximately, being Allotment 131 Parish of Mangonui. Subject to survey.</p>	<p>Subject to retention of existing historic reserve status under Reserves Act 1977.</p>
<p>Taumarumaru Recreation Reserve</p> <p>Map 11</p>	<p>22.1 hectares, approximately, being Part Lot 1 DP 42938 and Part Lot 1 DP 61819. Subject to survey.</p>	<p>Subject to retention of existing recreation reserve status under Reserves Act 1977.</p> <p>Subject to rights to drain sewage created by existing transfers.</p>
<p>Part Puwheke Recreation Reserve</p> <p>Map 12</p>	<p>75.21 hectares, approximately, being Part Sections 16 and 18 and Section 17 Block IV Karikari Survey District. Subject to survey.</p>	<p>Subject to scenic reserve status under Reserves Act 1977.</p>
<p>Karikari Conservation Area</p> <p>Map 13</p>	<p>155.5 hectares, approximately, being Parts Sections 5, 6, 7, 8, 9, and 10 Block IV Karikari Survey District. Subject to survey.</p>	<p>Subject to scenic reserve status under Reserves Act 1977.</p> <p>Subject to drainage easements created by C.310298.2.</p>
<p>Lake Waiporohita Scenic Reserve</p> <p>Map 14</p>	<p>10.9 hectares, approximately, being Section 1 SO 64697 and Bed of Lake Waiporohita. Subject to survey.</p>	<p>Subject to retention of existing scenic reserve status under Reserves Act 1977.</p> <p>Subject to Deed of Grant of Water Supply Easement</p>

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Part Mangonui Conservation Area Map 15	2.15 hectares, approximately, being Part Allotments 168, 169, 170, 176, 177, 178, 179, and 180, and Allotments 153, 171, 172, 173, 174, and 175 Town of Mangonui. Subject to survey.	Subject to historic reserve status under Reserves Act 1977, to be amalgamated with Rangikapiti Pā.
Paranui Scenic Reserve Map 16	264.1029 hectares, more or less, being Allotments 30, 40, and Parts Allotment 41 Parish of Oruru. 100.8870 hectares, more or less, being Allotment 75 Parish of Oruru, and Allotments 15, 154, 156, and 184 Parish of Kaiaka.	Subject to retention of existing scenic reserve status under Reserves Act 1977. Subject to the Statutory Board (see paragraph 17).
Part Maitai Bay Recreation Reserve (including Maitai Bay Campground) Map 17	9.2 hectares, approximately, being Part Section 1 Block I Karikari Survey District. Subject to survey.	Subject to retention of existing recreation reserve status under Reserves Act 1977. Subject to a 99 year lease to the Department of Conservation over the existing campground (8.4 hectares, approximately) at a peppercorn rental. Any future extension of the campground will require the agreement of Ngāti Kahu and will be at a peppercorn rental.

Karikari 2K Block

23. The parties agree that the Crown will physically survey and, if necessary, redefine the boundaries of the Karikari 2K block to exclude current dwellings at the Karikari 2 Residue end of the block.

Rangiputa Station Cultural Redress

24. The wāhi tapu and archaeological areas within Rangiputa Station (**Map 21**) (approximately 335 hectares) will be vested in the Governance Entity on the Settlement Date.

Te Oneroa a Tōhē (Ninety Mile Beach)

25. The Crown acknowledges the significance of Te Oneroa a Tohe to Ngāti Kahu and other Te Hiku o Te Ika iwi. The Crown is committed to providing redress that recognises the special relationship of Te Hiku o Te Ika iwi (including Ngāti Kahu) with Te Oneroa a Tohe.

Additional Cultural Redress to be Further Explored

26. The parties agree that following the signing of this Agreement in Principle, the Minister in Charge of Treaty of Waitangi Negotiations will:
- a. explore the possibility of the Crown entering a joint venture with Ngāti Kahu to establish a campground within the Taumarumaru Recreation Reserve;
 - b. explore, with the Far North District Council, vesting the Takahue Domain Recreation Reserve in Ngāti Kahu, on the condition that the overlapping interests of Te Rarawa in the Takahue area are resolved;
 - c. explore vesting the beds of Lake Rotokawau and Lake Rotopotaka (**Map 19**) in Ngāti Kahu, on the following conditions:
 - i. any existing uses are to be protected;
 - ii. the vesting of the lake beds will not confer any rights or obligations in relation to the waters of the lakes or the aquatic life in the lakes; and
 - iii. the Crown is to investigate whether additional marginal strip requirements, beyond the existing fixed marginal strips, are needed. This is necessary because the lake water margins may have moved beyond the fixed marginal strip in some places;
 - d. explore using settlement legislation to vest the Otamawhakaruru urupā (**Map 20**) in Ngāti Kahu. Such vesting would be subject to the urupā being inalienable by Ngāti Kahu;
 - e. explore the possible alteration of existing place names or the assigning of new place names within the Ngāti Kahu Area of Interest, in consultation with the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa and in accordance with the functions and practices of that Board; and
 - f. explore redress which provides for the recognition of Otako as a tauranga waka for Mamaru.

Conditions for Cultural Redress Properties

27. The vesting of the Cultural Redress Properties is subject to (where relevant):
- a. further identification and survey of sites where appropriate;
 - b. confirmation that no prior offer back or other third party rights and obligations, such as those under the Public Works Act 1981, exist in relation to this property and any other statutory provisions which must be complied with before the property can be transferred have been duly considered and are able to be complied with;
 - c. any specific conditions or encumbrances (including those listed in Table 1), or terms of transfer applicable to the specific property;
 - d. any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect

- of the site to be vested, either existing at the date the Deed of Settlement is signed, or which are advised in the disclosure information as requiring to be created;
- e. the rights or obligations at the Settlement Date of third parties in relation to fixtures, structures or improvements;
 - f. the creation of marginal strips where Part IVA of the Conservation Act 1987 so requires;
 - g. any other specific provisions relating to Cultural Redress Properties that are included in the Deed of Settlement.
28. Following the signing of this Agreement in Principle, the Crown will prepare disclosure information in relation to each site, and will provide such information to Te Rūnanga. The Crown undertakes not to dispose of or transfer to third parties any of the properties it has offered to vest in or transfer to Ngāti Kahu, except for the reasons set out in paragraph 27 or any other reasons identified in preparing the disclosure documents. If any property is unavailable for transfer to Ngāti Kahu for any of those reasons the Crown, in good faith, will consider alternative redress options.

Protocols

29. A protocol is a statement issued by a Minister of the Crown setting out how a particular government agency intends to:
- a. exercise its powers and perform its functions and duties, in relation to specified matters within its control in the Protocol Area; and
 - b. interact with the Governance Entity on a continuing basis and enable that group to have input into its decision-making processes.
30. The Deed of Settlement and the Settlement Legislation will provide for the following Ministers to issue protocols to the Governance Entity:
- a. the Minister of Conservation;
 - b. the Minister of Fisheries;
 - c. the Minister for Arts, Culture and Heritage; and
 - d. the Minister of Energy.
31. The Crown proposes that the protocols will be on similar terms, in substance, to those provided in previous Treaty settlements. Following the signing of this Agreement in Principle, the content of the protocols will be drafted and agreed between the Crown and Te Rūnanga for inclusion in the Deed of Settlement. All protocols will be developed to comply with the applicable legislation. In each case, the protocol areas will be the same as the Area of Interest (as shown in **Attachment 1**), together with adjacent coastal waters, to the extent that adjacent waters are covered by the applicable legislation.

Promotion of Relationship between Ngāti Kahu and Local Authorities

32. The Deed of Settlement will record that the Minister in Charge of Treaty of Waitangi Negotiations will write to the Northland Regional Council and the Far North District Council encouraging each Council to enter into a memorandum of understanding (or a similar document) with the Governance Entity in relation to the interaction between the Council and the Governance Entity.

Financial and Commercial Redress

Overview

33. The Financial and Commercial Redress Amount is \$14 million.
34. Non-compounding interest on the Financial and Commercial Redress Amount will accrue, at the Official Cash Rate, from the date of signing this Agreement in Principle until Settlement Date.
35. The Deed of Settlement and Settlement Legislation will provide for the Crown to transfer to the Governance Entity on Settlement Date the Cash Settlement Amount (being the total value of the Financial and Commercial Redress Amount and non-compounding interest less the transfer value of the Commercial Redress Properties).

Rangiputa Station

36. In relation to Rangiputa Station, the parties agree that:
- a. Te Rūnanga will have the opportunity to select Rangiputa Station for transfer to the Governance Entity on Settlement Date (excluding parts of the Station gifted as cultural redress) out of its Financial and Commercial Redress Amount, with the Station valued on a 'no-sale' basis (as outlined at paragraph 36(b) below);
 - b. A fifty-year "no sale" covenant will be placed on Rangiputa Station as a condition of its transfer to the Governance Entity; and
 - c. If a Deed of Settlement is signed within 18 months of this Agreement in Principle, the Settlement will provide for Rangiputa Station to be transferred to the Governance Entity for consideration of \$4.1 million.
 - d. If the parties experience unavoidable delays, or if there are delays solely caused by the Crown, the Crown will consider extending the 18 month sunset on the Rangiputa Station valuation by up to six months.

Other Commercial Redress Properties

Surplus Crown Properties in Ngāti Kahu's Exclusive Area of Interest

37. Te Rūnanga will have the opportunity to select for transfer to the Governance Entity on Settlement Date any or all of the surplus Crown properties identified in **Attachment 4**.
38. The Governance Entity will have the benefit of deferred selection over the properties set out in **Attachment 4** for a period of two years from the Settlement Date. Any

properties purchased through deferred selection will be valued as at the date the property is selected for purchase.

39. The valuation process to be followed in respect of surplus Crown properties in Ngāti Kahu's Exclusive Area of Interest is set out in **Attachment 8**.

Non-Surplus Crown Properties in Ngāti Kahu's Exclusive Area of Interest

40. The Deed of Settlement will provide for the transfer of selected non-surplus Crown properties to the Governance Entity, all of which will be leased back to the Crown. Te Rūnanga will select for transfer to the Governance Entity and lease back to the Crown on Settlement Date any or all of the properties listed in **Attachment 5** (the 'Sale and Leaseback Properties').
41. The transfer and lease back to the Crown of the Sale and Leaseback Properties will relate to the land only and not any improvements on the land.
42. Following the signing of this Agreement in Principle, Te Rūnanga will have the opportunity to explore a sale and leaseback, with rental holiday, over Taipa School (one of the non-surplus Crown properties listed in **Attachment 5**).
43. The Deed of Settlement will provide for the Governance Entity to have a Right of First Refusal on standard terms and conditions for a period of 50 years from Settlement Date over any of the properties in **Attachment 5** that are not selected by Te Rūnanga for transfer to the Governance Entity and lease back to the Crown.
44. The valuation process to be followed in respect of non-surplus Crown properties in Ngāti Kahu's Exclusive Area of Interest is set out in **Attachment 8**.

Properties in Ngāti Kahu's Non-Exclusive Area of Interest

45. Te Rūnanga will have the opportunity to select 21A Parkdale Crescent, Kaitaia for transfer to the Governance Entity on Settlement Date, from within quantum, or through deferred selection for a period of two years from the Settlement Date.
46. A list of other Crown assets available for Treaty settlement purposes in Ngāti Kahu's non-exclusive area of interest is set out in **Attachment 6**. The Crown accepts that Ngāti Kahu has an interest in these properties, and encourages Ngāti Kahu and other parties to try to reach agreement on their respective interests. These properties may be made available to Ngāti Kahu, subject to the resolution of shared or overlapping interests.
47. The Crown has already offered some Crown assets in the Kaitaia area to Te Rarawa for Treaty settlement purposes. Ngāti Kahu also express an interest in some of those properties and Ngāti Kahu are in discussions with Te Rarawa about those properties.
48. Following the signing of this Agreement in Principle, the Crown will explore with New Zealand Police, the Ministry of Education, and the Tertiary Education Commission, the possible availability of further non-surplus Crown properties in Ngāti Kahu's Area of Interest for Treaty settlement purposes. These properties are set out in **Attachment 7**.

49. The valuation process to be followed in respect of properties in Ngāti Kahu's Non-Exclusive Area of Interest is set out in **Attachment 8**.

Housing New Zealand Corporation

50. Following the signing of this Agreement in Principle, the Crown will explore with Housing New Zealand Corporation the possible availability of non-surplus Corporation properties in Ngāti Kahu's Area of Interest on a Right of First Refusal basis. The Crown is already exploring similar redress with Te Rarawa. The Crown accepts that other iwi may also have an interest in this redress and encourages Ngāti Kahu and other parties to try to reach agreement on their respective interests.

Crown Forest Licensed Land

51. The Crown accepts that Ngāti Kahu, along with other iwi, has an interest in Aupouri Forest and Otangaroa Forest. Those interests will be addressed either through Te Hui Tōpū o Te Hiku o Te Ika (Te Hiku Forum) in relation to Aupouri forest, or independently, following the signing of this Agreement in Principle.

Ōturu Farm Debt

52. Following the signing of this Agreement in Principle, the Crown will explore writing off the debt of approximately \$9,000 owed by Ngāti Kahu owners in relation to Ōturu farm (which is leased by Ngāti Kahu owners and administered by Te Puni Kōkiri). The debt relates to compensation paid to previous lessees.

Conditions for Commercial Redress Properties

53. The transfer of the Commercial Redress Properties will be subject to (where relevant):
- a further identification and survey of sites where appropriate;
 - b confirmation that no prior offer back or other third party rights and obligations, such as those under the Public Works Act 1981, exist in relation to this property and any other statutory provisions which must be complied with before the property can be transferred have been duly considered and are able to be complied with;
 - c standard terms of transfer and specific terms of transfer applicable to the specific property;
 - d any express provisions relating to specified properties that are included in the Deed of Settlement;
 - e any rights or encumbrances (such as tenancy, lease, licence, easement, covenant or other third party right or interest whether registered or unregistered) in respect of the property to be transferred, either existing at the date the Deed of Settlement is signed, or which are advised in the disclosure information to be provided to Te Rūnanga as requiring to be created;
 - f the rights or obligations at the Settlement Date of third parties in relation to fixtures, structures or improvements;

- g the creation of marginal strips where Part IVA of the Conservation Act 1987 so requires.

54. Following the signing of this Agreement in Principle, the Crown will prepare disclosure information in relation to each of the Commercial Redress Properties, and will provide such information to Te Rūnanga. The Crown undertakes not to dispose of or transfer to third parties any of the properties it has offered to vest in or transfer to Ngāti Kahu, except for the reasons set out in paragraph 53 or any other reasons identified in preparing the disclosure documents. If any property is unavailable for transfer to Ngāti Kahu for any of those reasons the Crown, in good faith, will consider alternative redress options.

Inalienability of Land

55. Ngāti Kahu have expressed a preference that all land they acquire through their Treaty settlement is treated as inalienable. If this is confirmed by a hui called by Ngāti Kahu, the Crown and Ngāti Kahu will explore mechanisms that will allow Ngāti Kahu to restrict the future alienation of their land. For the avoidance of doubt, any inalienation mechanism will not be taken into account in the valuation of or negotiations concerning the transfer value of commercial properties subject to this Agreement in Principle (except as specifically provided in this Agreement).

Social Revitalisation

56. Social Revitalisation funding is intended to express the Crown's commitment to supporting all of Ngāti Kahu's wider social and cultural aspirations. The Crown offers to ensure that \$7.5 million be made available to Ngāti Kahu, to assist with social revitalisation in the areas of marae redevelopment and housing support.

Other Issues

Claimant Definition

57. The Deed of Settlement will specify who is covered by the settlement, that is, whose claims are being settled and therefore who can benefit from the settlement.
58. The definition of Ngāti Kahu will be, or be similar to, the following:
- a **Ngāti Kahu** are those who exercise mana, tino rangatiratanga and customary rights as Ngāti Kahu and:
 - i means the collective group, composed of individuals and groups referred to in **clause 58(a)(ii)** below;
 - ii means:
 - A every individual who is descended from a Ngāti Kahu Ancestor; and

B every individual who is a member of an iwi, hapū, group, family or whānau referred to in **clause 58(a)(iii)**; and

iii includes:

A the following hapū: Matarahurahu, Ngāi Tohianga, Ngāti Ruaiti, Ngāti Tara, Ngāti Taranga, Patu Kōraha, Pikaahu, Matakairiri, Te Paatu, Te Tahawai, Te Whanau Moana, Te Rorohuri, Ngāti Whata and Whanau Pani / Ngāi Tauurutakaware; and

B any iwi, hapū, group, family, or whānau to the extent that the iwi, hapū, group, family, or whānau is composed of individuals referred to in **clause 58(a)(ii)**.

b **Ngāti Kahu Ancestor** means an individual who exercised mana, tino rangatiratanga and customary rights predominantly in relation to the Area of Interest at any time after 6 February 1840 by virtue of their being descended from Kahutianui and Te Parata.

59. The format for the definition of Ngāti Kahu and the definition itself will be discussed in the process of finalising a Deed of Settlement and will use a format similar to that used for previous Treaty settlements.

Scope of Settlement

60. The Deed of Settlement will settle all the Historical Claims of Ngāti Kahu.

61. Historical Claims means:

a. every claim, wherever the claim occurs, including any claims relating to matters outside the Area of Interest (whether or not the claim has arisen or been considered, researched, registered, notified or made by or on the Settlement Date) that Ngāti Kahu (or any representative entity of Ngāti Kahu) had at, or at any time before, the Settlement Date, or may have at any time after the Settlement Date, and that:

i. is, or is founded on, a right arising:

- from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles;
- under legislation;
- at common law (including in relation to aboriginal title or customary law);
- from a fiduciary duty; or
- otherwise; and

ii. arises from or relates to acts or omissions before 21 September 1992:

- by or on behalf of the Crown; or
- by or under legislation;

- b. every claim to the Waitangi Tribunal that relates specifically to Ngāti Kahu, including:
 - i. Wai 16;
 - ii. Wai 17;
 - iii. Wai 45;
 - iv. Wai 117;
 - v. Wai 284;
 - vi. Wai 295;
 - vii. Wai 320;
 - viii. Wai 544;
 - ix. Wai 548;
 - x. Wai 590;
 - xi. Wai 736;
 - xii. Wai 913;
- c. every other claim to which paragraph 61(a) applies so far as it relates to Ngāti Kahu (or a representative entity for Ngāti Kahu) including:
 - i. Wai 22 (Muriwhenua Fisheries and SOE claim);
 - ii. Wai 45 (Muriwhenua Land claim);
 - iii. Wai 462 (Maungataniwha and Raetea Forests claim);
 - iv. Wai 861 (Lands in Tai Tokerau claim); and
 - v. Wai 1359 (Muriwhenua Land Blocks claim);

62. Paragraph 61(a) is not limited by paragraphs 61(b) and 61(c).

63. The term Historical Claims does not include the following claims:

- a. any claim that a member of Ngāti Kahu or a representative entity of Ngāti Kahu may have that is, or is founded on, a right arising as a result of being descended from an ancestor of a tribal group other than Ngāti Kahu; and
- b. the contemporary aspects of Wai 284 that is, the aspects of that claim arising from or relating to acts or omissions after 21 September 1992.

Terms of the Deed of Settlement

Acknowledgements concerning the settlement and the redress

64. The Crown and Ngāti Kahu will acknowledge in the Deed of Settlement that:
- a. the settlement represents the result of intensive negotiations conducted in good faith and in the spirit of co-operation and compromise;
 - b. it is not possible to compensate Ngāti Kahu fully for all the loss and prejudice suffered;
 - c. this foregoing of full compensation is intended by Ngāti Kahu to contribute to the development of New Zealand;
 - d. taking all matters into consideration (some of which are specified in this clause) the settlement is fair in the circumstances;
 - e. the settlement (once unconditional) is binding on the Crown, Ngāti Kahu and the Governance Entity (and any representative entity of Ngāti Kahu);

Acknowledgements concerning the settlement and its finality

65. The Crown and Ngāti Kahu will acknowledge (amongst other things) in the Deed of Settlement that the settlement of the Historical Claims:
- a. is intended to enhance the ongoing relationship between the Crown and Ngāti Kahu (both in terms of Te Tiriti o Waitangi/the Treaty of Waitangi and otherwise);
 - b. except as expressly provided in the Deed of Settlement, will not limit any rights or powers the Crown or Ngāti Kahu might have arising from Te Tiriti o Waitangi/the Treaty of Waitangi or the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, legislation, common law (including aboriginal title and customary law), fiduciary duty or otherwise;
 - c. except as expressly provided in the Deed of Settlement, does not extinguish any aboriginal title, or customary rights, that Ngāti Kahu may have;
 - d. except as expressly provided in the Deed of Settlement, does not imply an acknowledgement by the Crown that aboriginal title, or any customary rights, exist; and
 - e. except as expressly provided in the Deed of Settlement, is not intended to affect any actions or decisions under:
 - i. the deed of settlement between Maori and the Crown dated 23 September 1992 in relation to Maori fishing claims;
 - ii. the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Maori Fisheries Act 2004, the Maori Commercial Aquaculture Claims Settlement Act 2004, the Fisheries Act 1996, the Resource Management Act 1991, the Conservation Act 1987 or the Marine Reserves Act 1971.

66. Ngāti Kahu will acknowledge and agree (amongst other things) in the Deed of Settlement, and the Settlement Legislation will provide that, with effect from the Settlement Date:
- a. the Historical Claims are settled;
 - b. the settlement of the Historical Claims is final;
 - c. the Crown is released and discharged from any obligations, liabilities and duties in respect of the Historical Claims;
 - d. the Courts, the Waitangi Tribunal and any other judicial body or tribunal do not have jurisdiction (including the jurisdiction to inquire into or to make a finding or recommendation) in respect of:
 - iii the Historical Claims;
 - iv the Deed of Settlement;
 - v the redress provided to Ngāti Kahu and the Governance Entity in the settlement; and
 - vi the Settlement Legislation;(except in respect of the interpretation and enforcement of the Deed of Settlement and the Settlement Legislation); and
 - e. any proceedings in relation to the Historical Claims are discontinued.
67. The Deed of Settlement will provide for Ngāti Kahu acknowledging and agreeing the following:
- a. the Crown has acted honourably and reasonably in respect of the settlement;
 - b. it is intended that the settlement is for the benefit of Ngāti Kahu and may be for the benefit of particular individuals or any particular iwi, hapu, or group of individuals as is determined appropriate between Te Rūnanga and the Crown;

Removal of statutory protections and termination of landbanking arrangements

68. The Deed of Settlement will provide for Ngāti Kahu to acknowledge and agree that:
- a. the Settlement Legislation will provide that:
 - i. nothing in the enactments listed in paragraph 68(a)(ii) applies-
 - I. to a Cultural Redress Property, a Commercial Redress Property, or an RFR Property; or
 - II. for the benefit of Ngāti Kahu or a representative entity;
 - ii. the enactments are:
 - I. sections 8A to 8HJ of the Treaty of Waitangi Act 1975;

- II. sections 27A to 27C of the State Owned Enterprises Act 1986;
 - III. sections 211 to 213 of the Education Act 1989;
 - IV. Part 3 of the Crown Forests Assets Act 1989; and
 - V. Part 3 of the New Zealand Railways Corporation Restructuring Act 1990;
- iii. However, paragraph 68(a)(i) does not apply to a deferred selection property unless-
- I. The Governance Entity elects to purchase the deferred selection property; and
 - II. The agreement for sale and purchase of that property is not cancelled;
- b. neither Ngāti Kahu nor any representative entity of Ngāti Kahu may, from the Settlement Date, object to the removal by legislation of the application of the legislation referred to in paragraph 68(a) above, or to the removal of memorials, in relation to any land; and
- c. the Crown may, on and after Settlement Date, cease to operate a landbank arrangement in relation to Ngāti Kahu or a representative entity.

Conditions

69. Entry by the Crown into the Deed of Settlement will be subject to the following conditions:

Shared Interests

- a the Crown confirming that shared interests of other tribal groups in relation to any part of the settlement redress have been addressed to the satisfaction of the Crown in respect of that item of redress;

Cabinet agreement

- b Cabinet agreeing to the settlement and the redress to be provided to Ngāti Kahu;

Ratification

- c Te Rūnanga being authorised by members of Ngāti Kahu, through a ratification process, to:
 - i enter into the Deed of Settlement on behalf of Ngāti Kahu; and
 - ii in particular, settle the Historical Claims on the terms provided in the Deed of Settlement;

Governance Entity

- d the establishment of an entity (the Governance Entity) either before, or after the Deed of Settlement is signed, that Ngāti Kahu and the Crown are satisfied:
 - i is an appropriate entity to receive the settlement redress;
 - ii has a structure that provides for:
 - A representation of Ngāti Kahu;
 - B transparent decision-making and dispute resolution processes; and
 - C full accountability to Ngāti Kahu; and
 - iii has been ratified by the members of Ngāti Kahu (through a process agreed by Te Rūnanga and the Crown) as an appropriate entity to receive the settlement redress; and
 - e the Governance Entity signing a Deed of Covenant to provide for it, among other things, to be bound by the terms of the Deed of Settlement.
70. The Crown and Te Rūnanga:
- a. agree to work towards developing a single Governance Entity (either by the creation of a substituted entity or by reconstitution of the existing Rūnanga) for both settlement assets, and assets managed by Te Rūnanga;
 - b. agree that the current rights and powers associated with Te Rūnanga would be maintained, in relation to its existing assets, and its existing status; and
 - c. acknowledge that the current accountabilities of Te Rūnanga do not currently address all of the matters that governance entities need to address.

Settlement Legislation

71. This Agreement in Principle and the Deed of Settlement will be subject to the passing of Settlement Legislation to give effect to parts of the settlement, and Ngāti Kahu supporting the passage of Settlement Legislation.
72. The Crown will propose Settlement Legislation for introduction into the House of Representatives only after the Governance Entity has been established and ratified and has signed a Deed of Covenant.
73. The Crown will ensure that Te Rūnanga or the Governance Entity has appropriate participation in the process of drafting the Settlement Legislation and such drafting will commence once the Deed of Settlement has been signed.

Taxation

74. The Deed of Settlement will provide for the following taxation matters:

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

Definitions

75. Key terms used in this Agreement in Principle are defined as follows:

Area of Interest means the area shown in **Attachment 1**.

Cash Settlement Amount is the amount referred to in paragraph 33.

Commercial Redress Properties means those properties referred to in paragraphs 36-51.

Crown:

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

Cultural Redress Properties means the properties listed in Table 1.

Financial and Commercial Redress Amount means the total dollar value of the financial and commercial redress offered as set out in paragraph 33.

Governance Entity means an entity established in accordance with paragraphs 69(d)-(e).

Historical Claims has the meaning set out in paragraphs 61-63.

Ngāti Kahu means the collective group, and groups and individuals, to be defined in the Deed of Settlement in accordance with paragraphs 58-59.

Protocol Area means the area shown in **Attachment 1**.

Settlement Date means the date that is 20 business days after the date the Settlement Legislation comes into force, being the date on which the settlement redress is to be transferred to the Governance Entity.

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

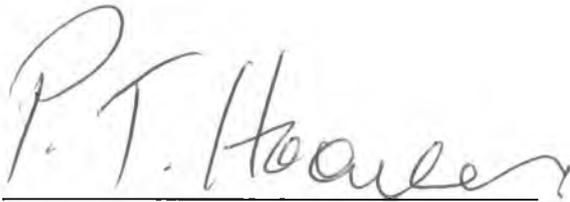
Te Rūnanga means Te Rūnanga-ā-Iwi o Ngāti Kahu Charitable Trust, which is the mandated body recognised to represent Ngāti Kahu in negotiations with the Crown.

SIGNED this 17th day of September 2008

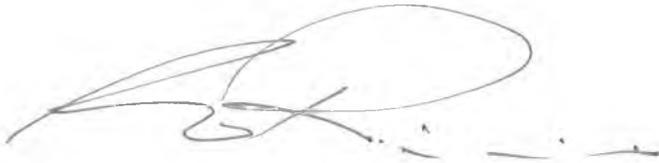
For and on behalf of the Crown:



Hon Dr Michael Cullen
Minister in Charge of Treaty of Waitangi Negotiations



Hon Parekura Horomia
Minister of Māori Affairs

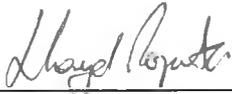


Hon Mita Ririnui
Associate Minister in Charge of Treaty of
Waitangi Negotiations

For and on behalf of Te Rūnanga-ā-iwi o Ngāti Kahu:



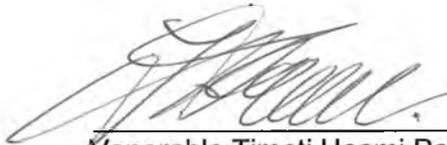
Professor Margaret Mutu
Negotiator
Te Rūnanga-ā-iwi o Ngāti Kahu



Canon Lloyd Nau Popata
Negotiator
Te Rūnanga-ā-iwi o Ngāti Kahu



Te Kani Te Auripo Rewita Williams
Negotiator
Te Rūnanga-ā-iwi o Ngāti Kahu



Venerable Timoti Haami Paihana Flavell
Archdeacon emeritus
Head Ngāti Kahu Claimant

WITNESSES:

~~3~~
Catherine Davis (Bundy Hauler)
(Ngati Kuri) Ngati Kuri

Martha Tachana. Kauhanga.

Joe Whata

Doc Hark

Ellen Jhn.

WITNESSES:

Telaraia Karaka
Teraatai
Kato Evans
Chavlii iipere
Dianne Trubuhovich (Karepona-Matangi)

Kakawhiri Matui Kereida Taukara
Warabarengi Pikaaka Papatia
Huhana Krasa - Slavin Gbarru
Robin Oxborough Toatua Marse
Anghini
Kereidua
Tere Kuti

Matekio Haero
Charles Lupton
Robino Raka - Marivera
Wayne Evans
Vijay Raj
Ngiti Kahu

John J. H. B. J. Nat. Kaka
S. Clarke Teapaatu Rungatira
P. Harano
B. P.

M. J. K. K.
Rerearona Renuka
f. H. D. A. S. T. H.
Rukunigan
Leo Lumtani Te Whiu
Nuku Te Whiu
Tania Marama
Aiana Rakaraki
Lemara Raharaha
J. M. C. S. H.
Roy Raka

Horiti C. P. S. H. Kaka

WITNESSES:

Debra Cottrell (nee Hereini)
Taylor - Bella Hereini
Fredderick Anderson
Lyette Lily Jeannette Chapman (nee Maitu / Poliana)
Ki Kaipara
Mango Jana (nee Karaka)

Emere Shaia Tukariri - Murray - Pukepoto
WIKTORIA ITALIA MURUPAENA. TUKARIRI. AHLPARA
Eileen G. Parore QSO, JP.
Kelsey & Nataraka Hereini (Tara) Patu Korohia.
Robyn Hereini Patu Korohia.

HIKIMATE MARARA (Marella) Subitzky
Mania May Subitzky Beniston
Tanghaere Angelme Tahu-Tehea (Mangataiore).
Tania Anne Thomas Mangataiore

Anahera Pono Carmel - Anne Evans.
Alice Hereini Kenana / Mangataiore
Awarua Cynthia Murray (Karapuna).

Marama Mary (Dwarf) Pritchard
(nee Anahera - Opehanga - Tipene).
FRANCES NGAHUIA WILSON (MATENGA)

PATRICK TOPIA

Tamati Hemi Kingi Awanui

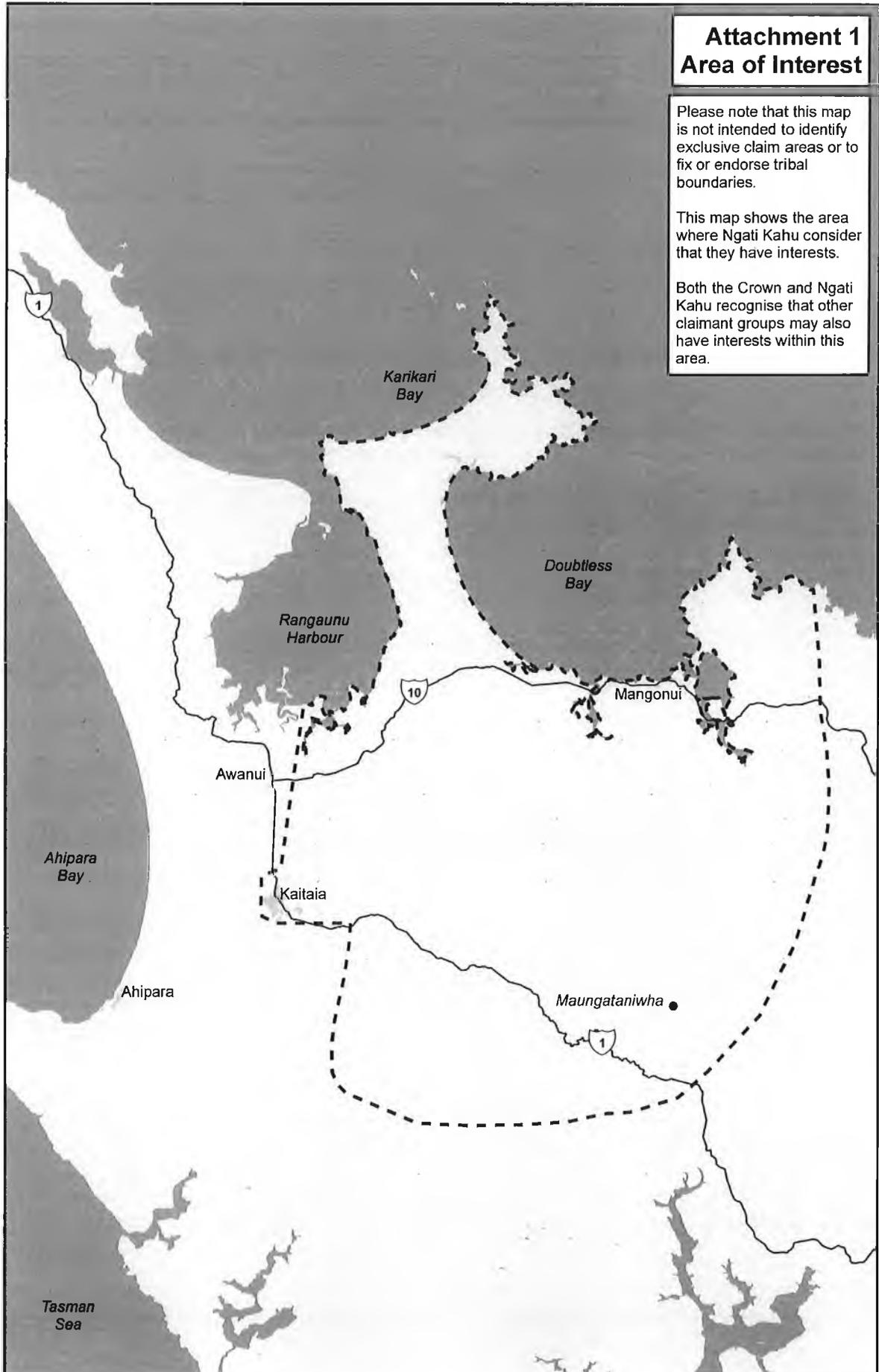
MARK LARKINS WIKAITAIA

**Attachment 1
Area of Interest**

Please note that this map is not intended to identify exclusive claim areas or to fix or endorse tribal boundaries.

This map shows the area where Ngati Kahu consider that they have interests.

Both the Crown and Ngati Kahu recognise that other claimant groups may also have interests within this area.

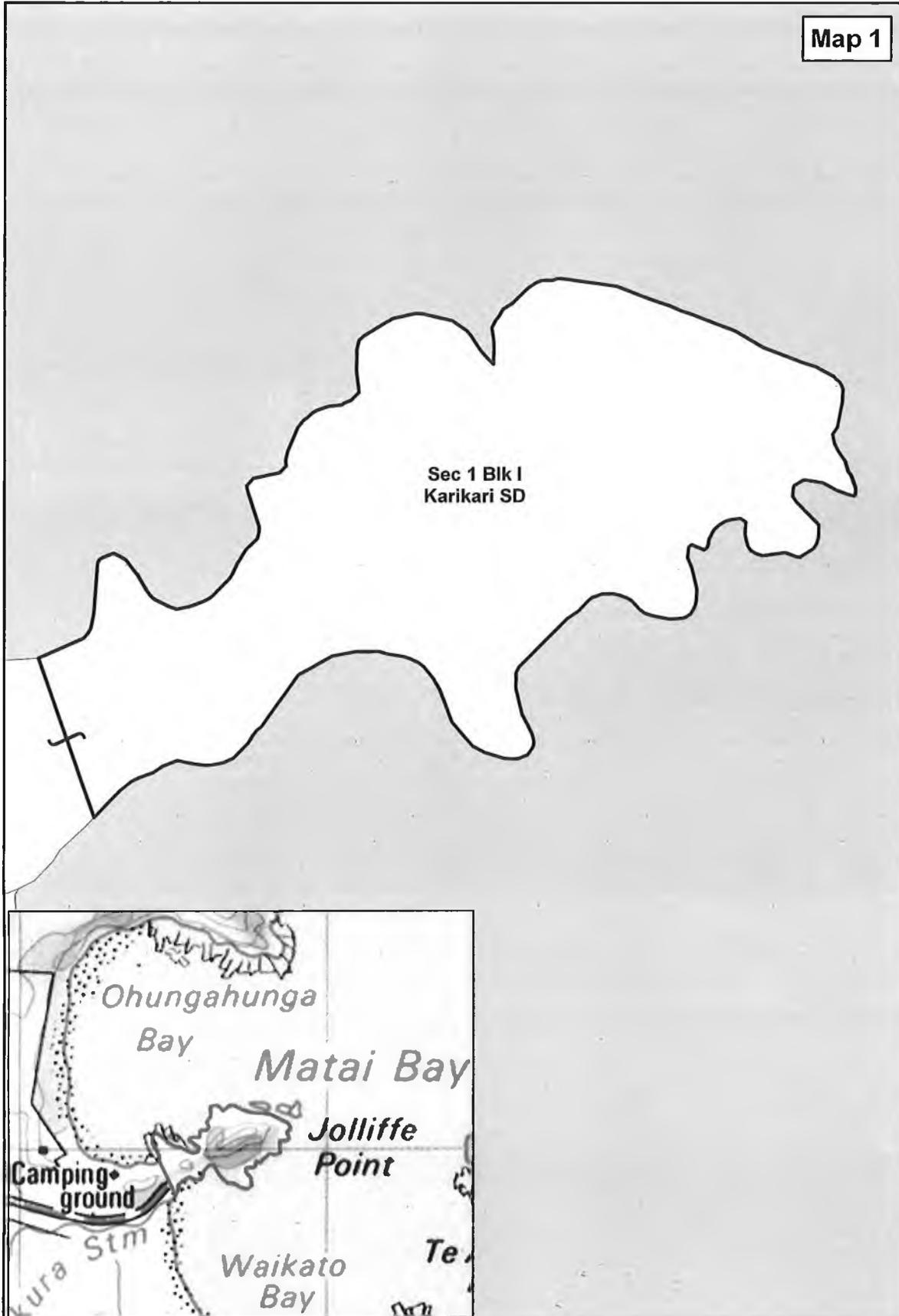


Attachment 2

Maps

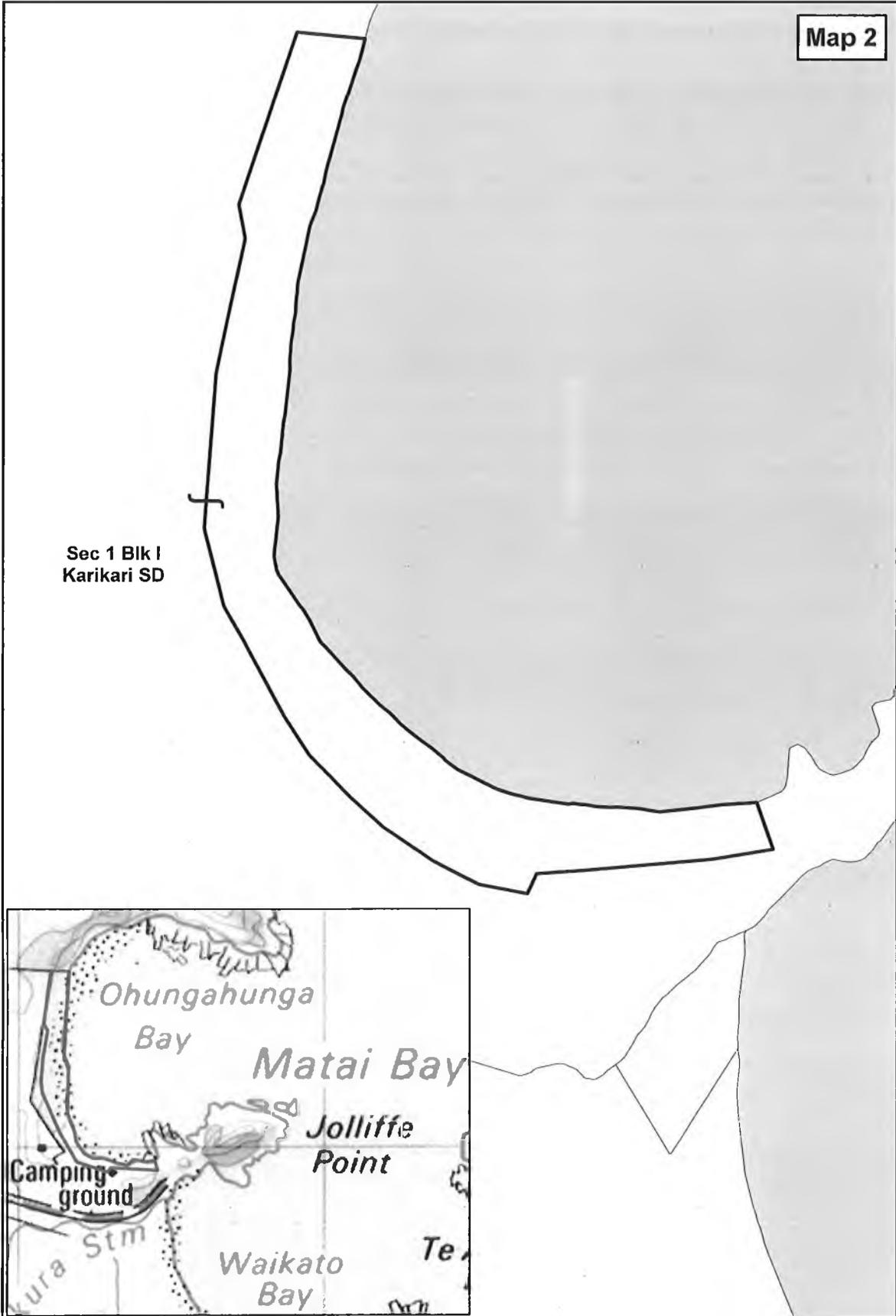
Map 1	Maitai Pā
Map 2	Maitai Bay Dune Area
Map 3	Part Puwheke Recreation Reserve
Map 4	Part Mangonui Domain Recreation Reserve
Map 5	Part Mangonui Conservation Area
Map 6	Part Mangatete Conservation Area
Map 7	Maitai Bay Farm Paddock
Map 8	Maitai Bay Inland Pā
Map 9	Part Otangaroa Conservation Area
Map 10	Rangikapiti Pā Historic Reserve
Map 11	Taumarumaru Recreation Reserve
Map 12	Part Puwheke Recreation Reserve
Map 13	Karikari Conservation Area
Map 14	Lake Waiporohita Scenic Reserve
Map 15	Part Mangonui Conservation Area
Map 16	Paranui Scenic Reserve
Map 17	Part Maitai Bay Recreation Area
Map 18	Maungataniwha
Map 19	Lake Rotokawau and Lake Rotopotaka
Map 20	Otamawahakaruru
Map 21	Rangiputa Station

Map 1



Legal description :
3.8 hectares, approximately, being Part Section 1
Block I Karikari Survey District. Subject to survey.

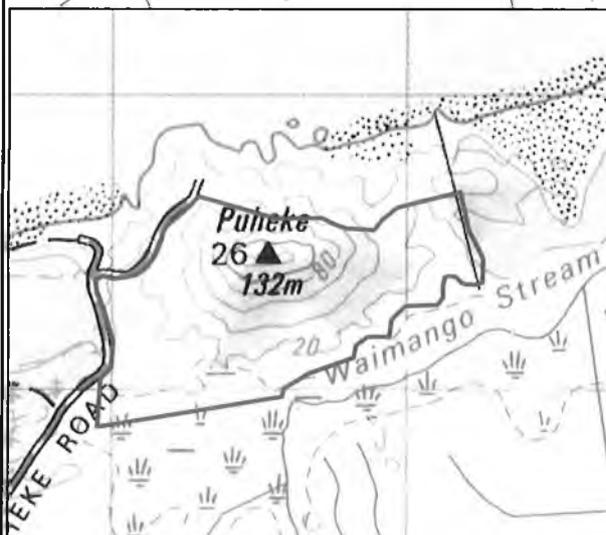
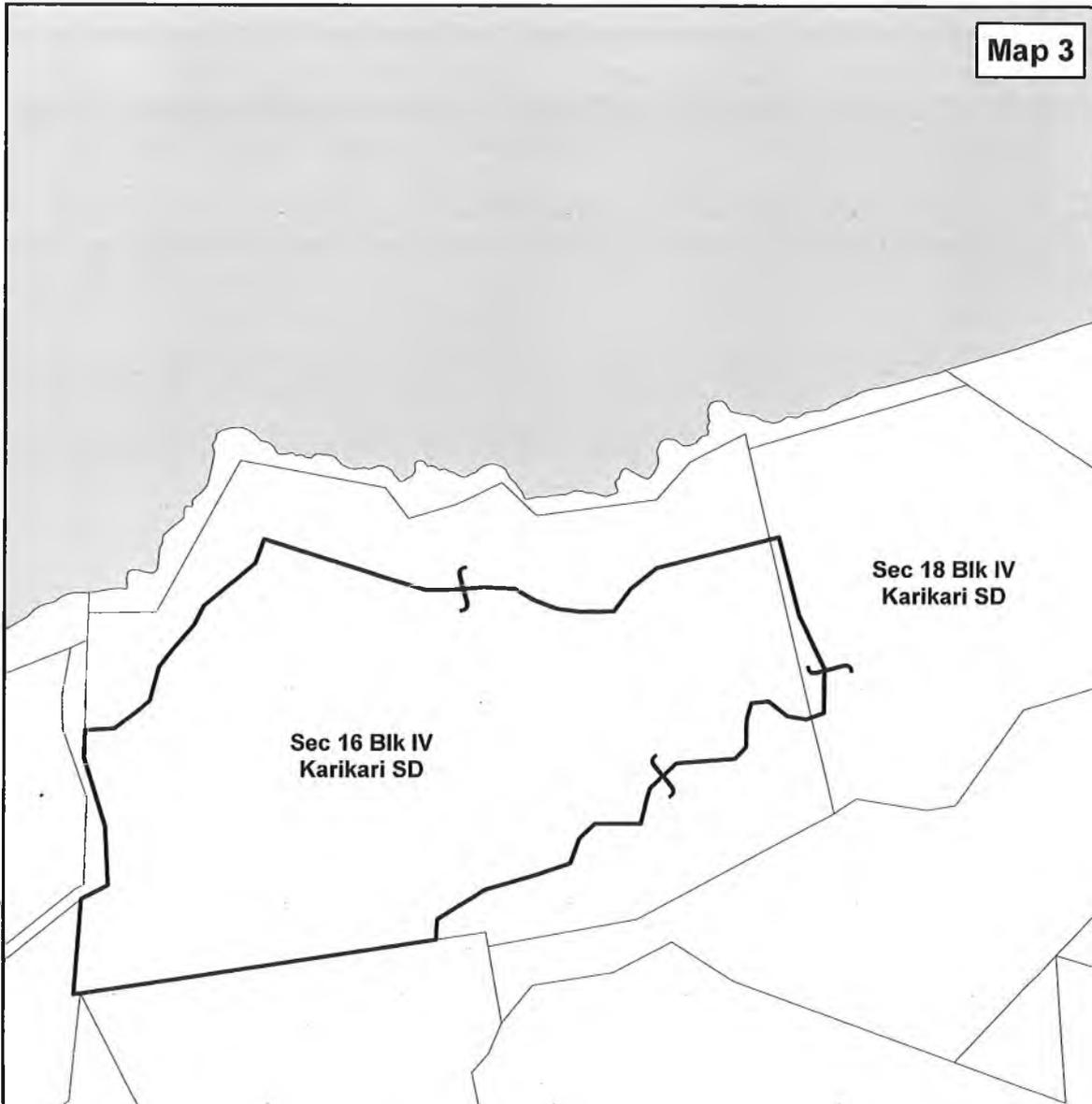
Maitai Pā



Legal description :
4.1 hectares, approximately, being Part Section 1
Block I Karikari Survey District. Subject to survey.

Maitai Bay Dune Area

Map 3

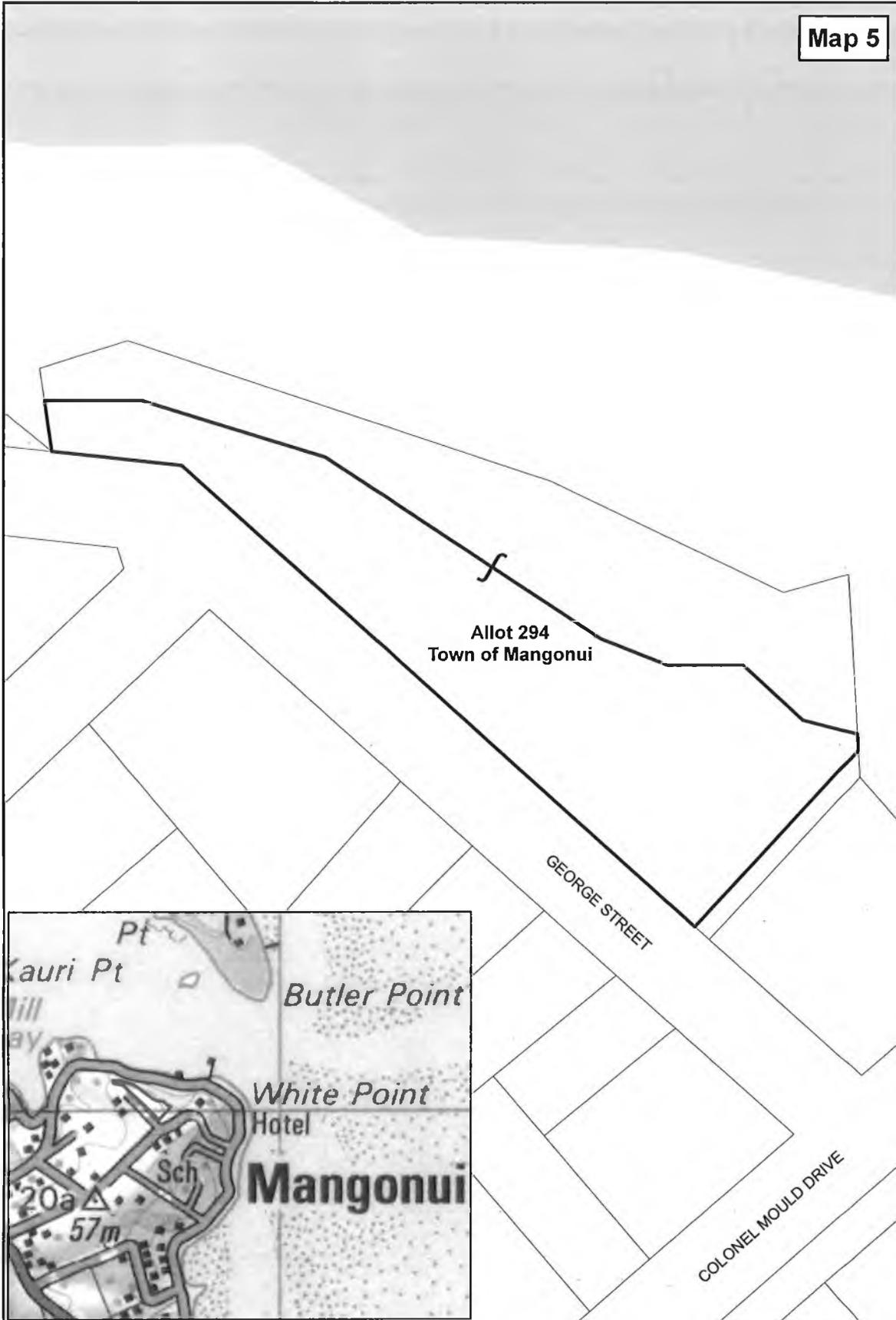


Legal description :
66.4 hectares, approximately, being Part
Sections 16 and 18 Block IV Karikari
Survey District. Subject to survey.

Part Puwheke Recreation Reserve



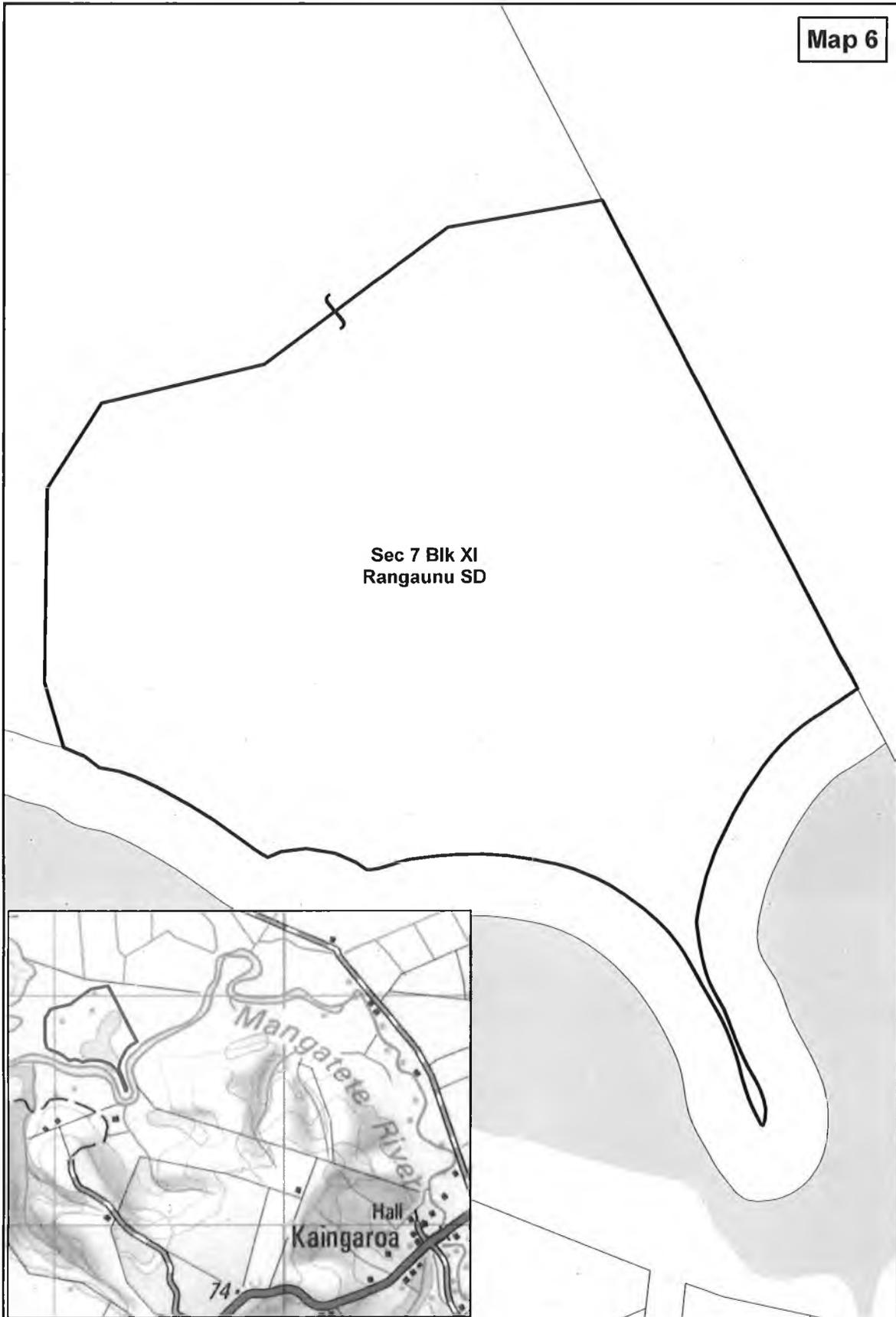
Map 5



Legal description :
0.55 hectares, approximately,
being Part Allotment 294 Town
of Mangonui. Subject to survey.

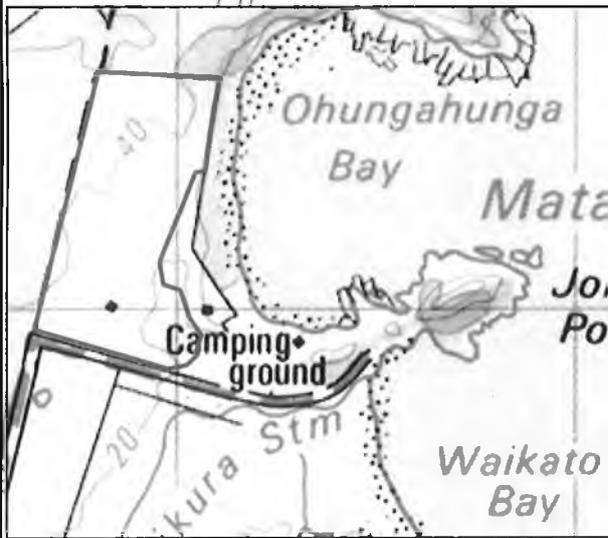
Part Mangonui Conservation Area

Map 6



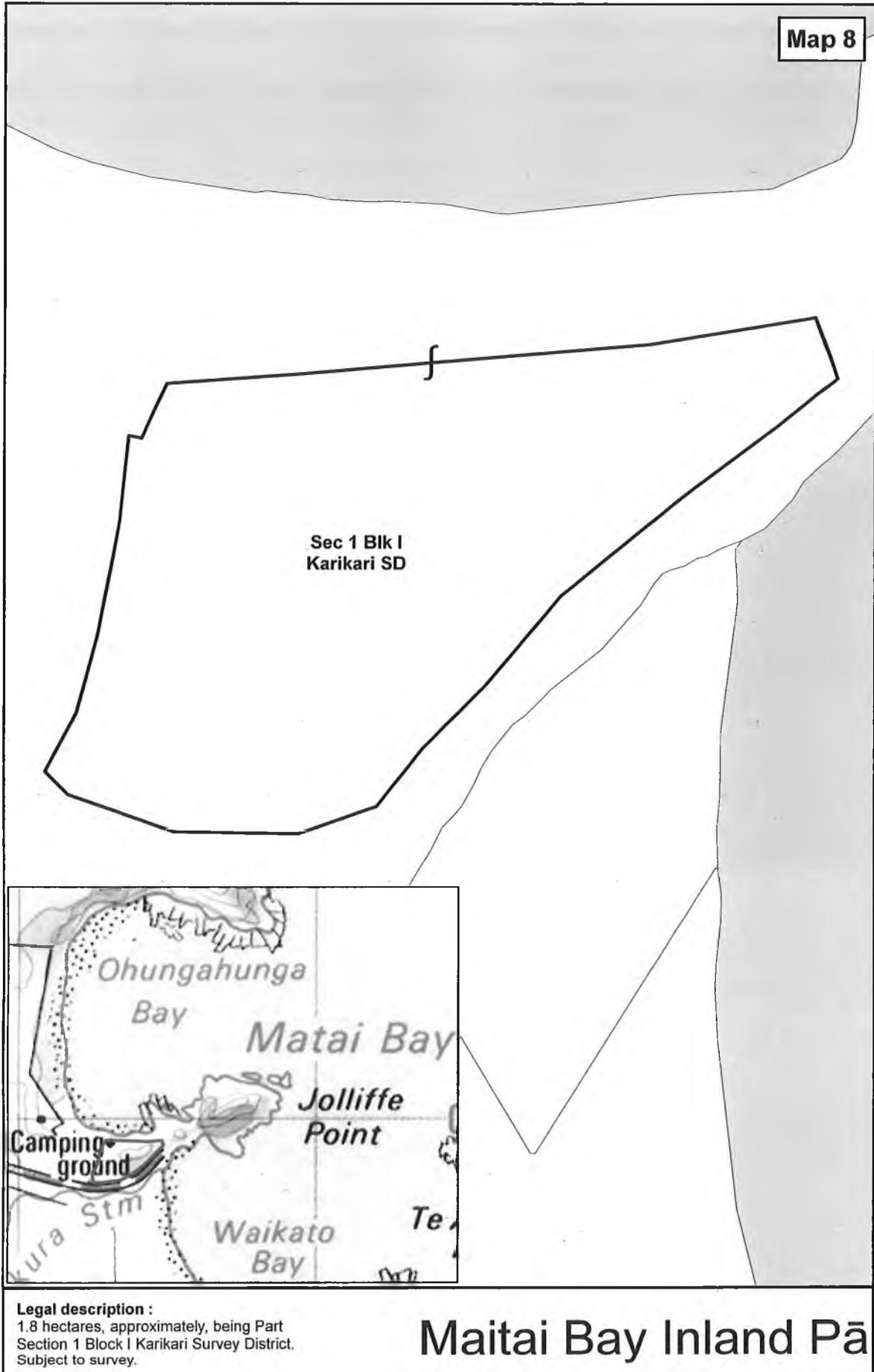
Legal description :
9.3 hectares, approximately, being
Part Section 7 Block XI Rangaunu
Survey District. Subject to survey.

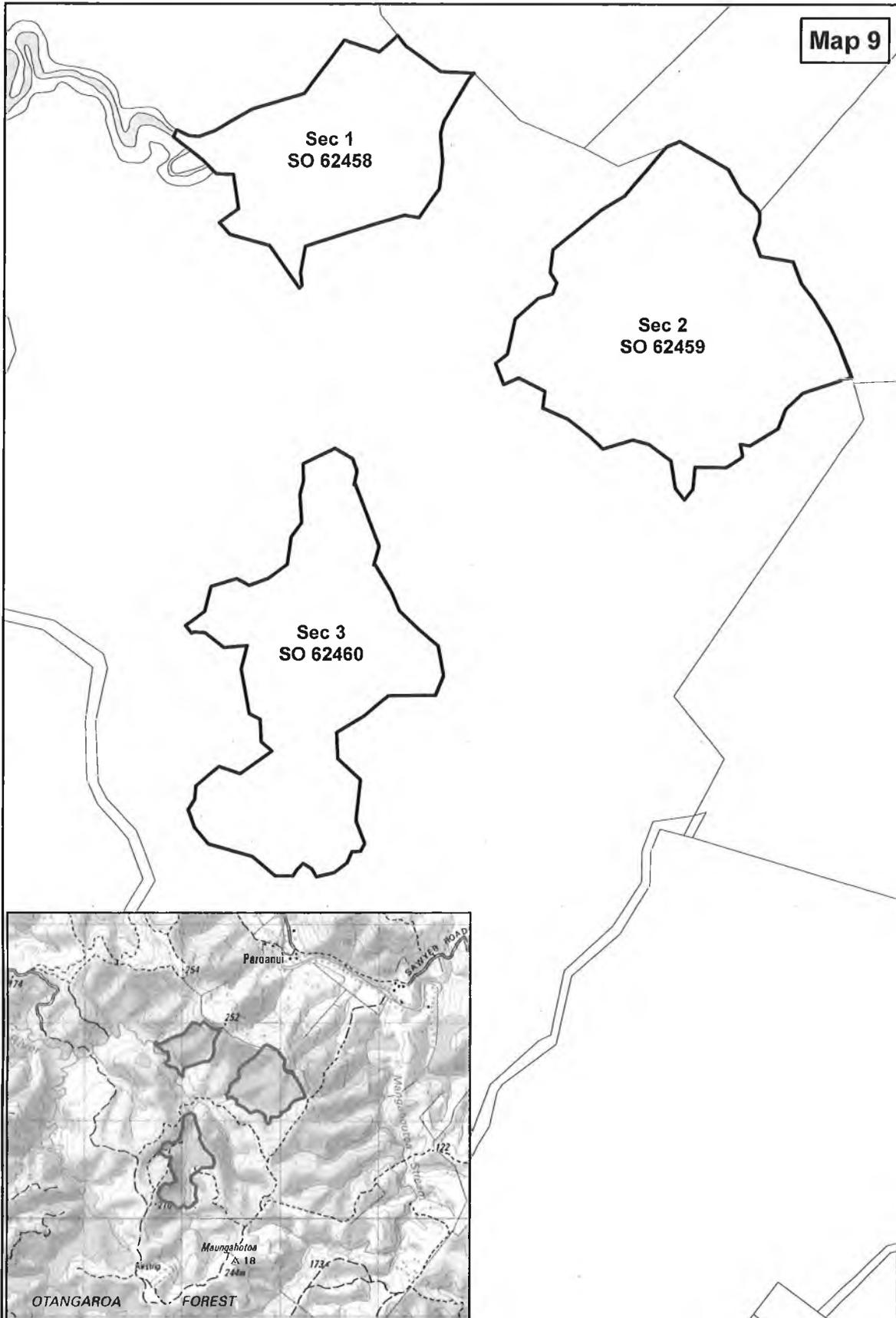
Part Mangatete Conservation Area



Legal description :
18.7 hectares, approximately, being
Part Section 1 Block I Karikari
Survey District. Subject to survey.

Maitai Bay Farm Paddock

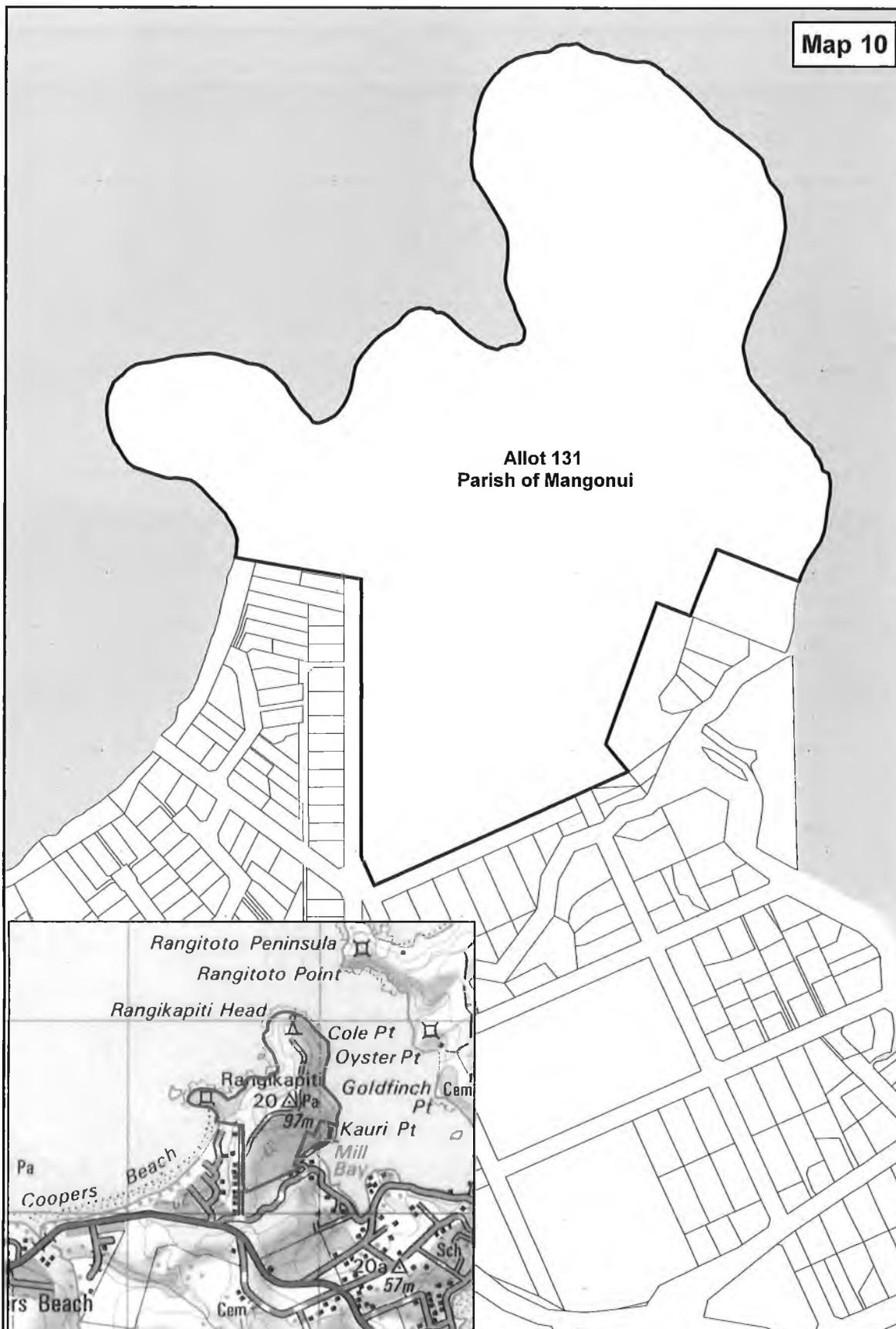




Legal description :
89.6600 hectares, more or less, being
Section 1 SO 62458, Section 2
SO 62459, and Section 3 SO 62460.

Part Otangaroa Conservation Area

Map 10



Allot 131
Parish of Mangonui

Legal description :
34.4 hectares, approximately, being
Allotment 131 Parish of Mangonui.
Subject to survey.

**Rangikapiti Pā
Historic Reserve**

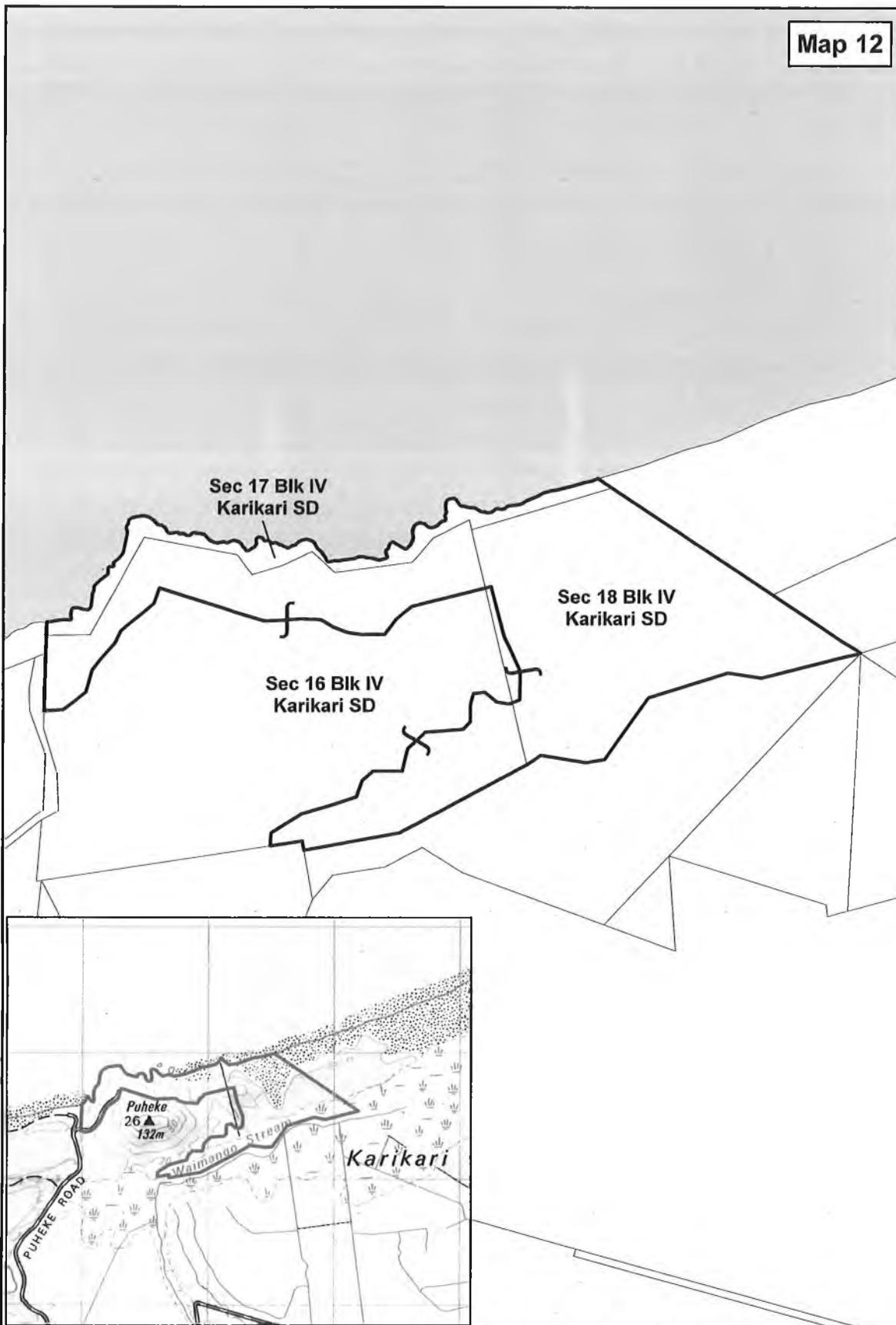
Map 11



Legal description :
22.1 hectares, approximately, being
Part Lot 1 DP 42938 and Part Lot 1
DP 61819. Subject to survey.

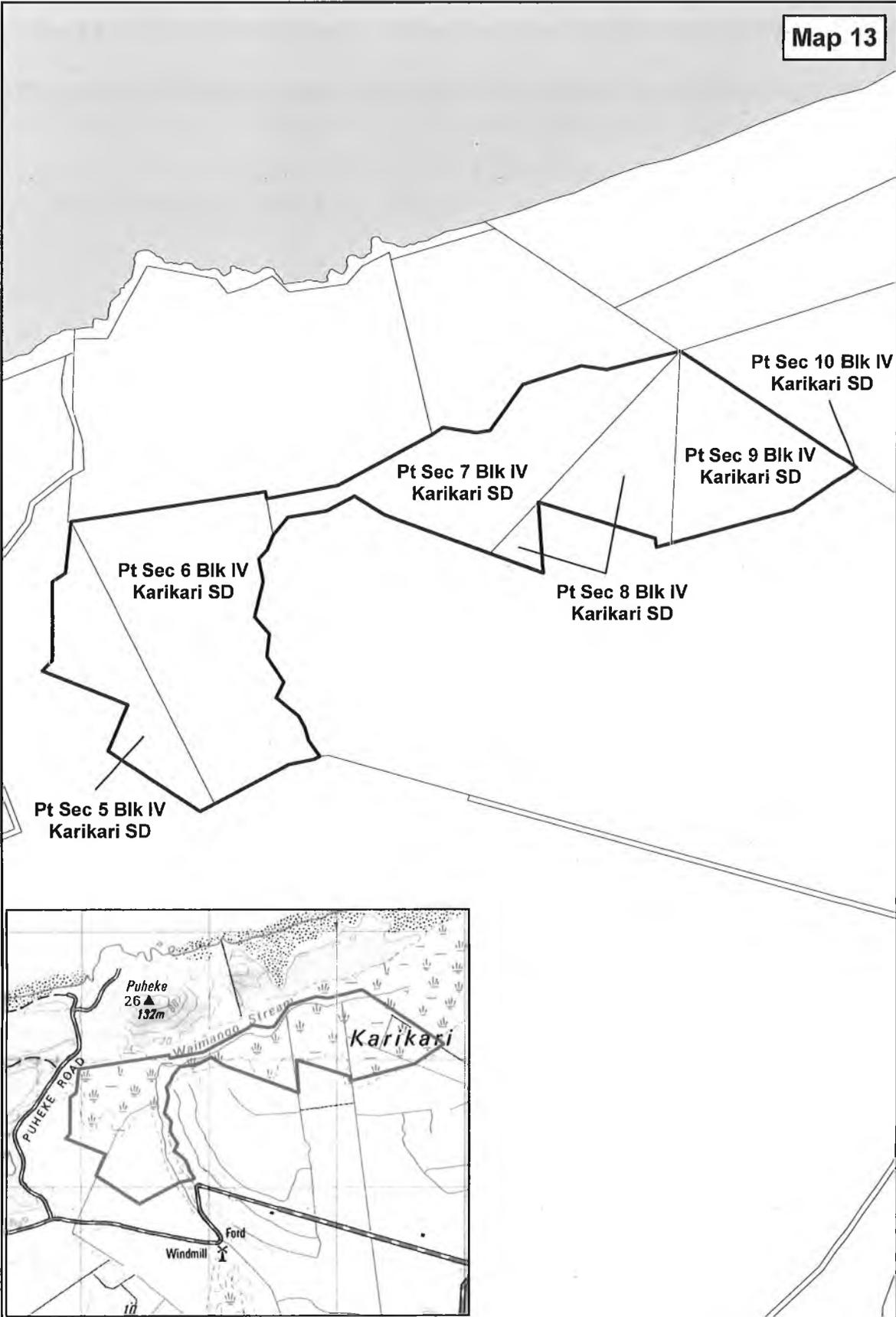
**Taumarumaru
Recreation Reserve**

Map 12



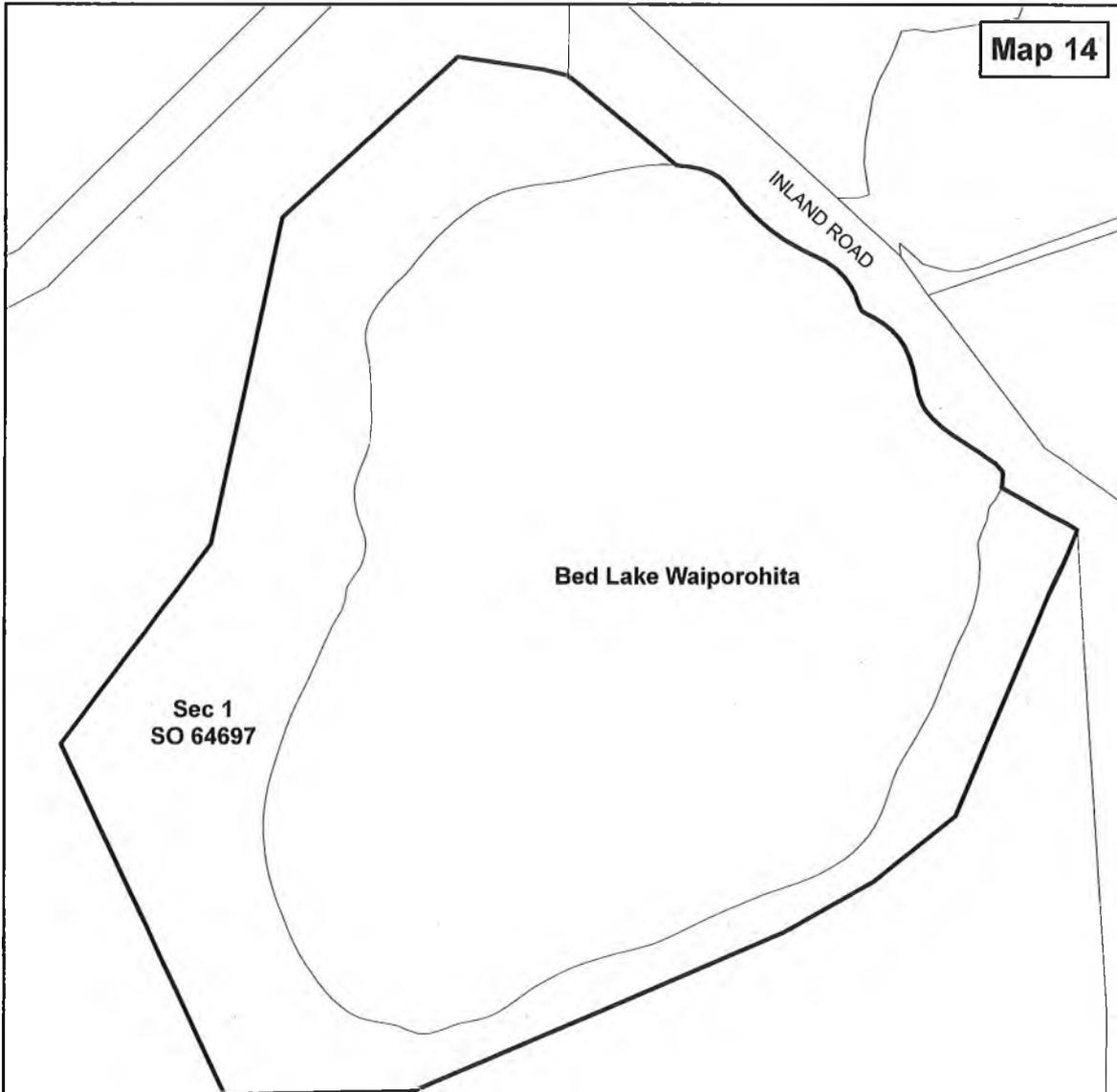
Legal description :
75.21 hectares, approximately, being Part
Sections 16 and 18 and Section 17 Block IV
Karikari Survey District. Subject to survey.

**Part Puwheke
Recreation Reserve**



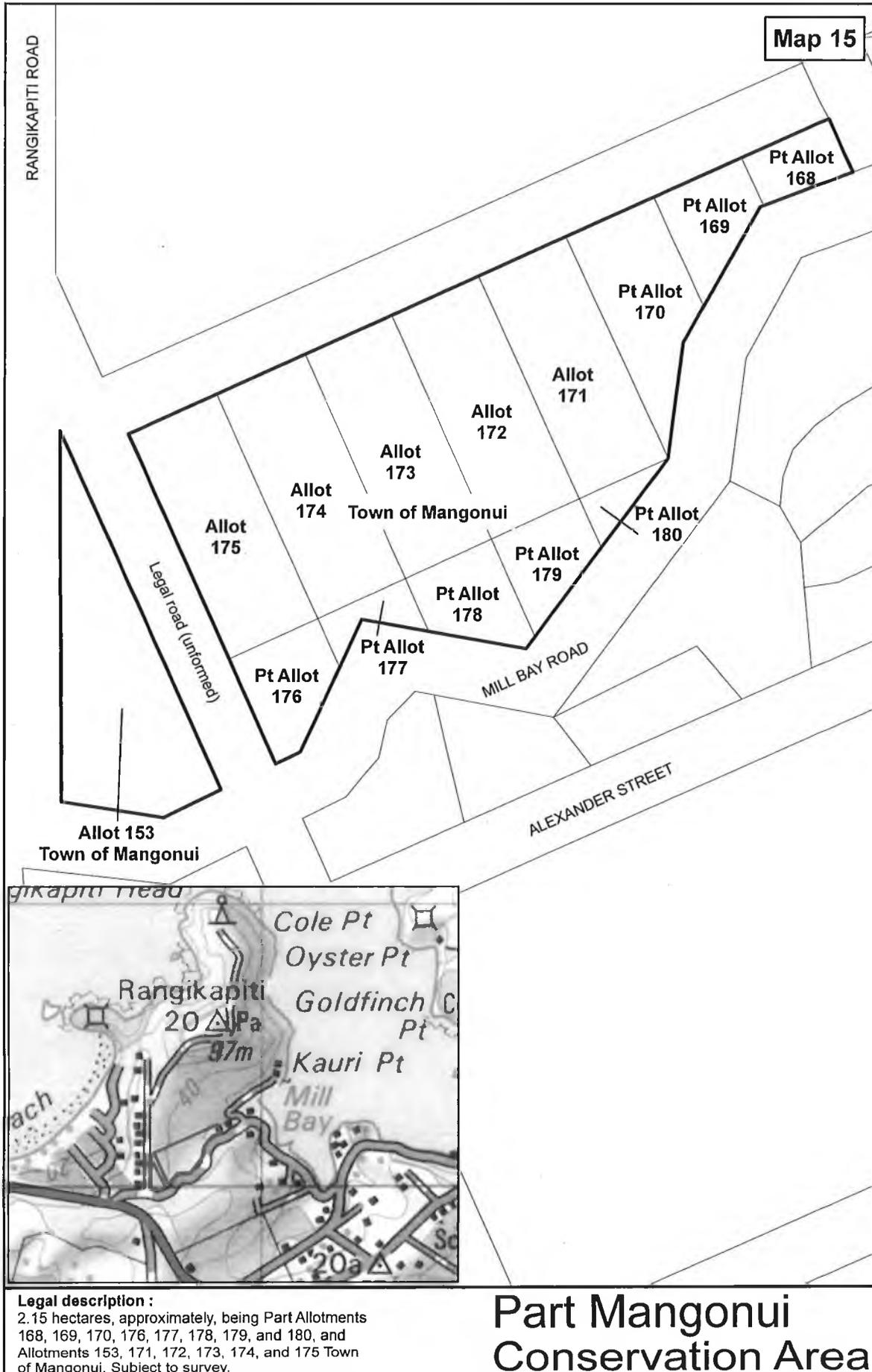
Legal description :
155.5 hectares, approximately,
being Parts Sections 5, 6, 7, 8,
9, and 10 Block IV Karikari
Survey District. Subject to survey.

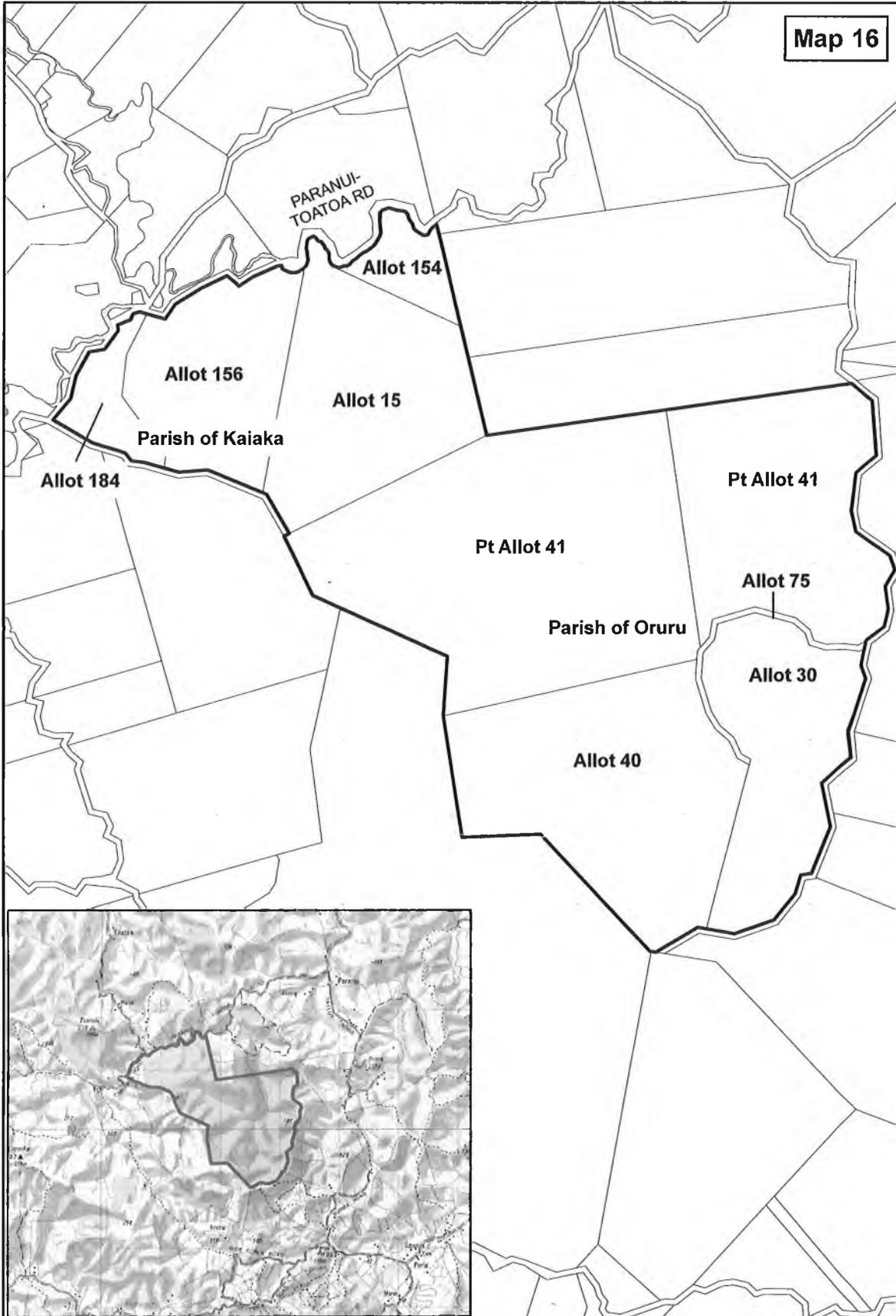
Karikari Conservation Area



Legal description :
10.9 hectares, approximately, being
Section 1 SO 64697 and Bed of
Lake Waiporohita. Subject to survey.

**Lake Waiporohita
Scenic Reserve**

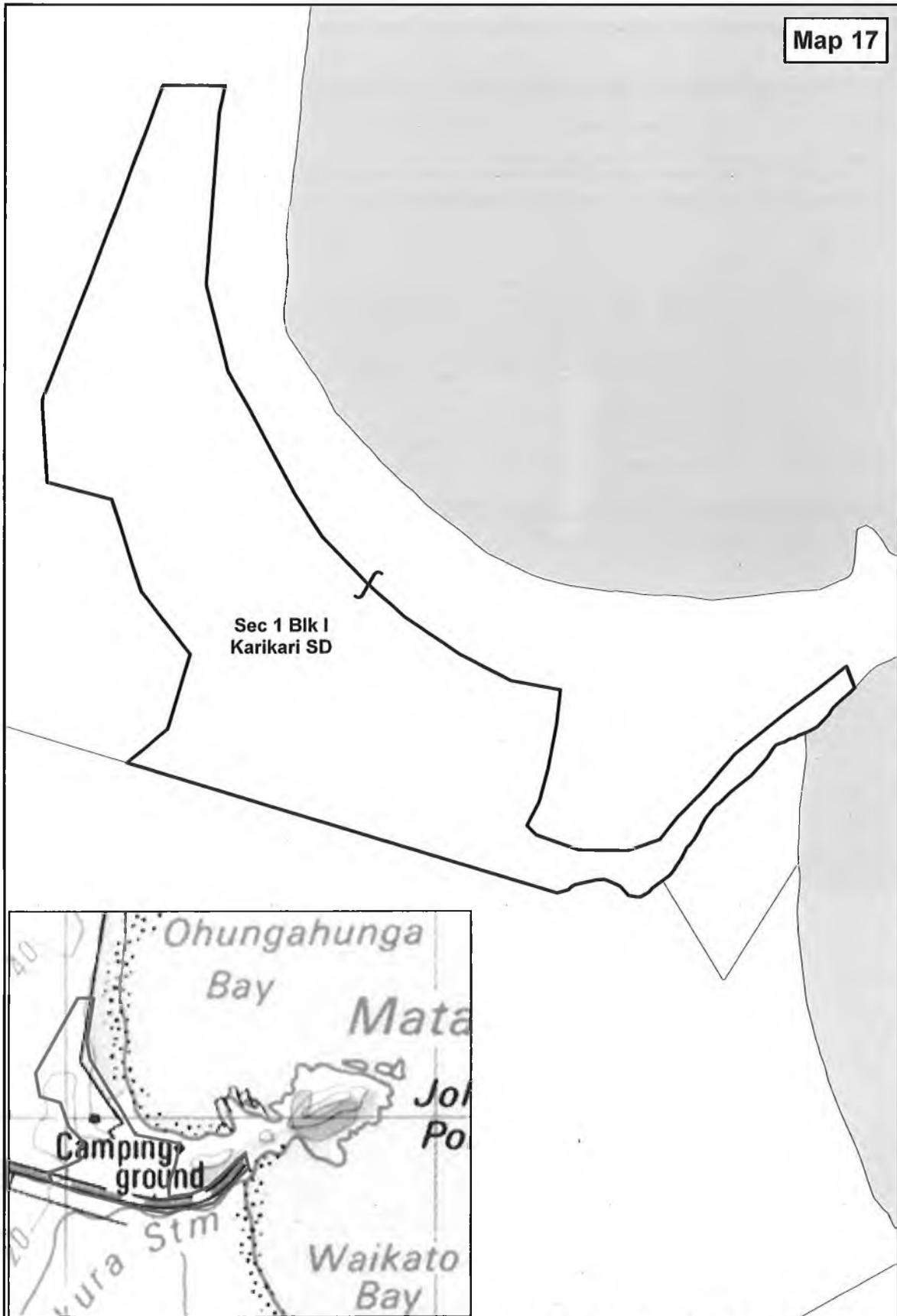




Legal description :

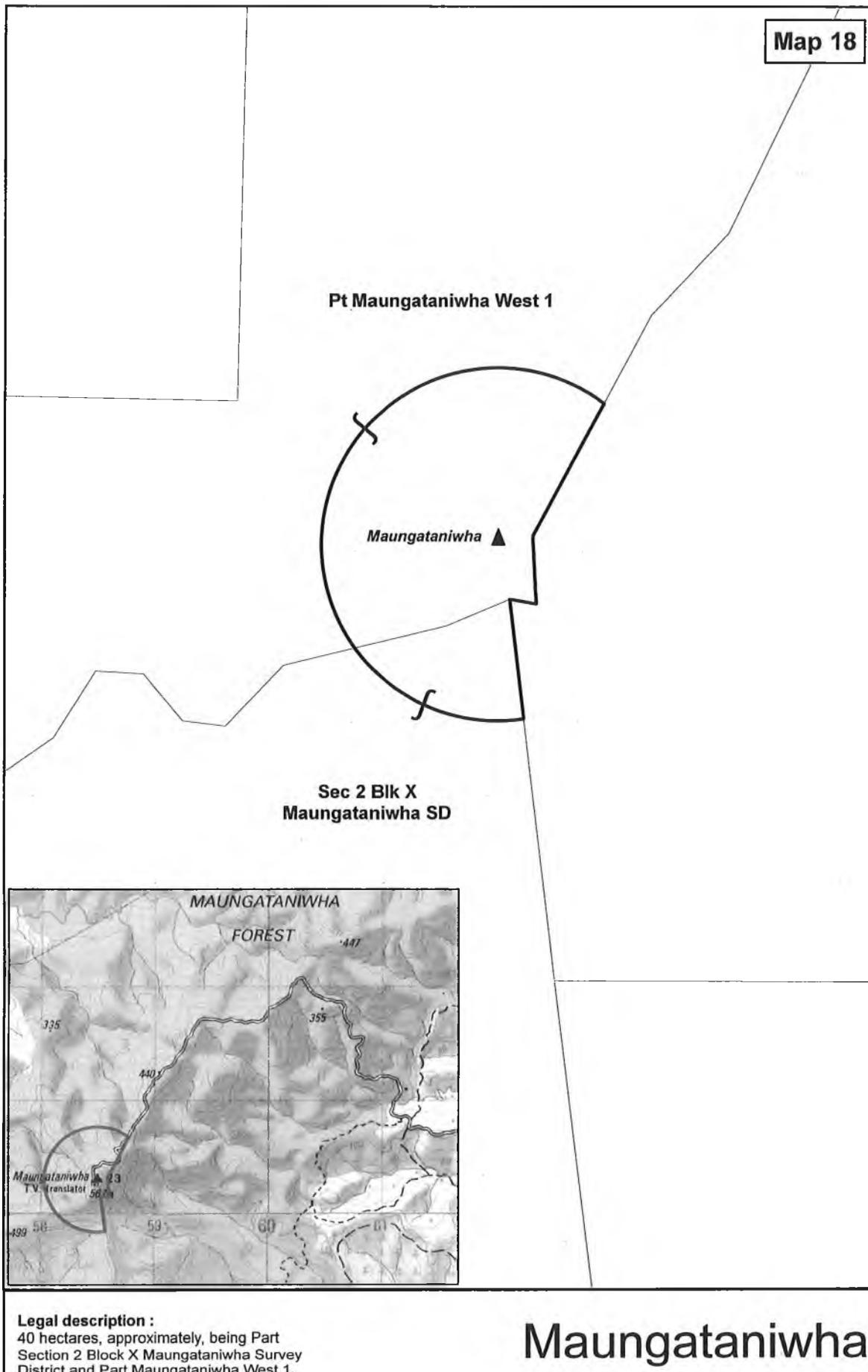
264.1029 hectares, more or less, being Allotments 30, 40, and Parts Allotment 41 Parish of Oruru. 100.8870 hectares, more or less, being Allotment 75 Parish of Oruru, and Allotments 15, 154, 156, and 184 Parish of Kaiaka.

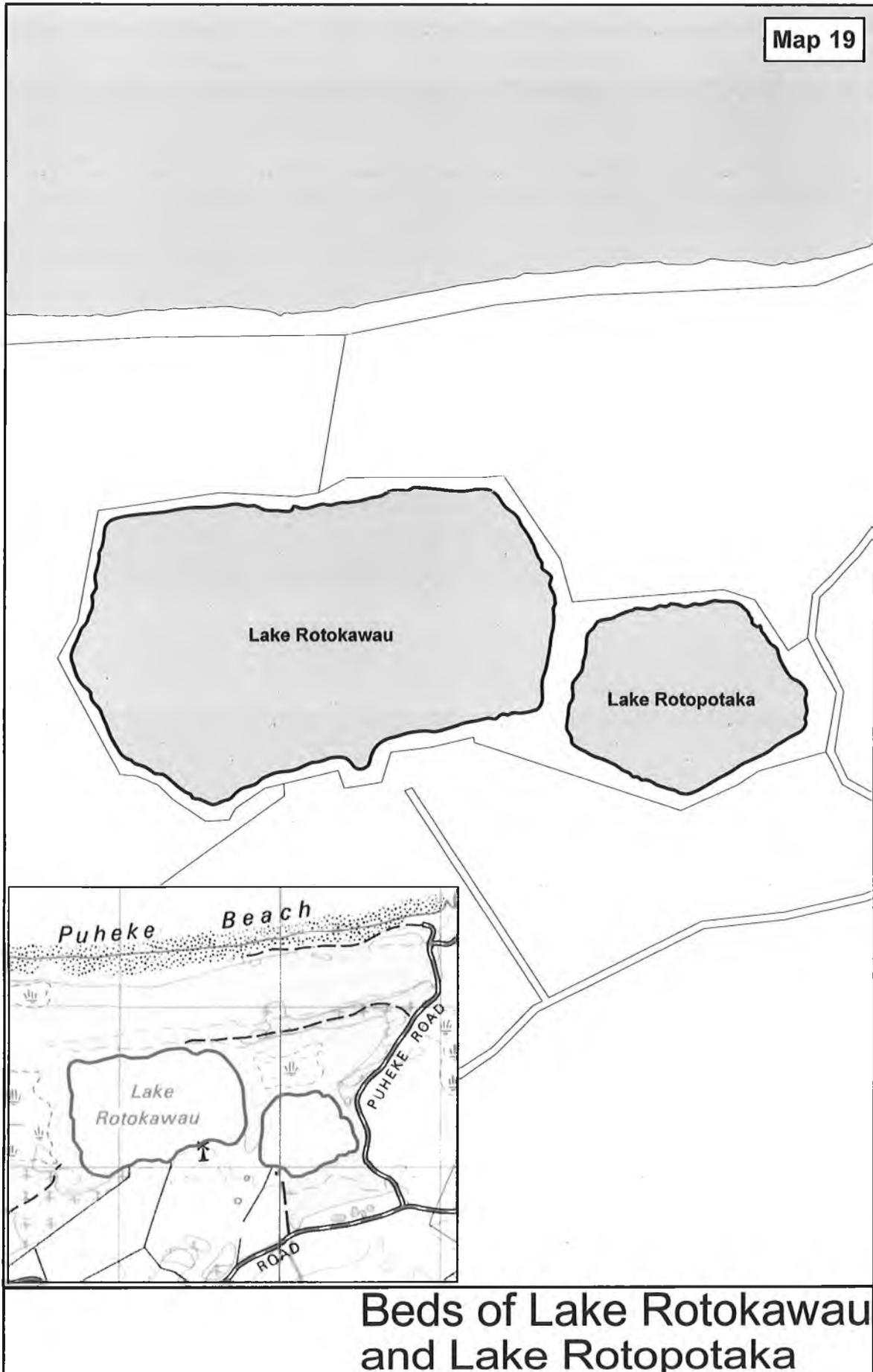
Paranui Scenic Reserve



Legal description :
9.2 hectares, approximately, being Part
Section 1 Block I Karikari Survey District.
Subject to survey.

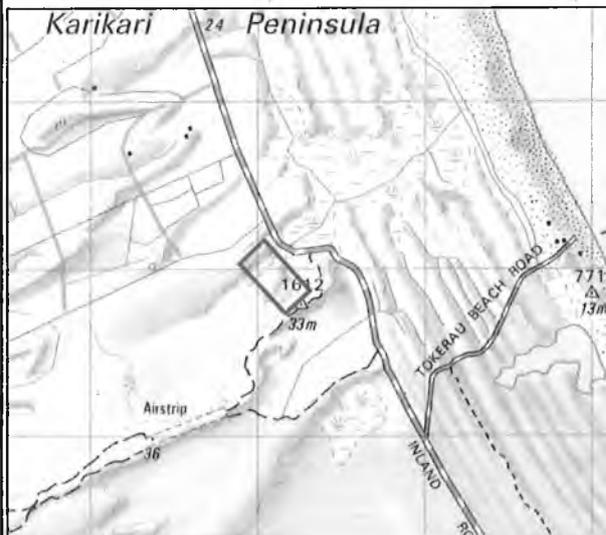
Part Maitai Bay Recreation Reserve





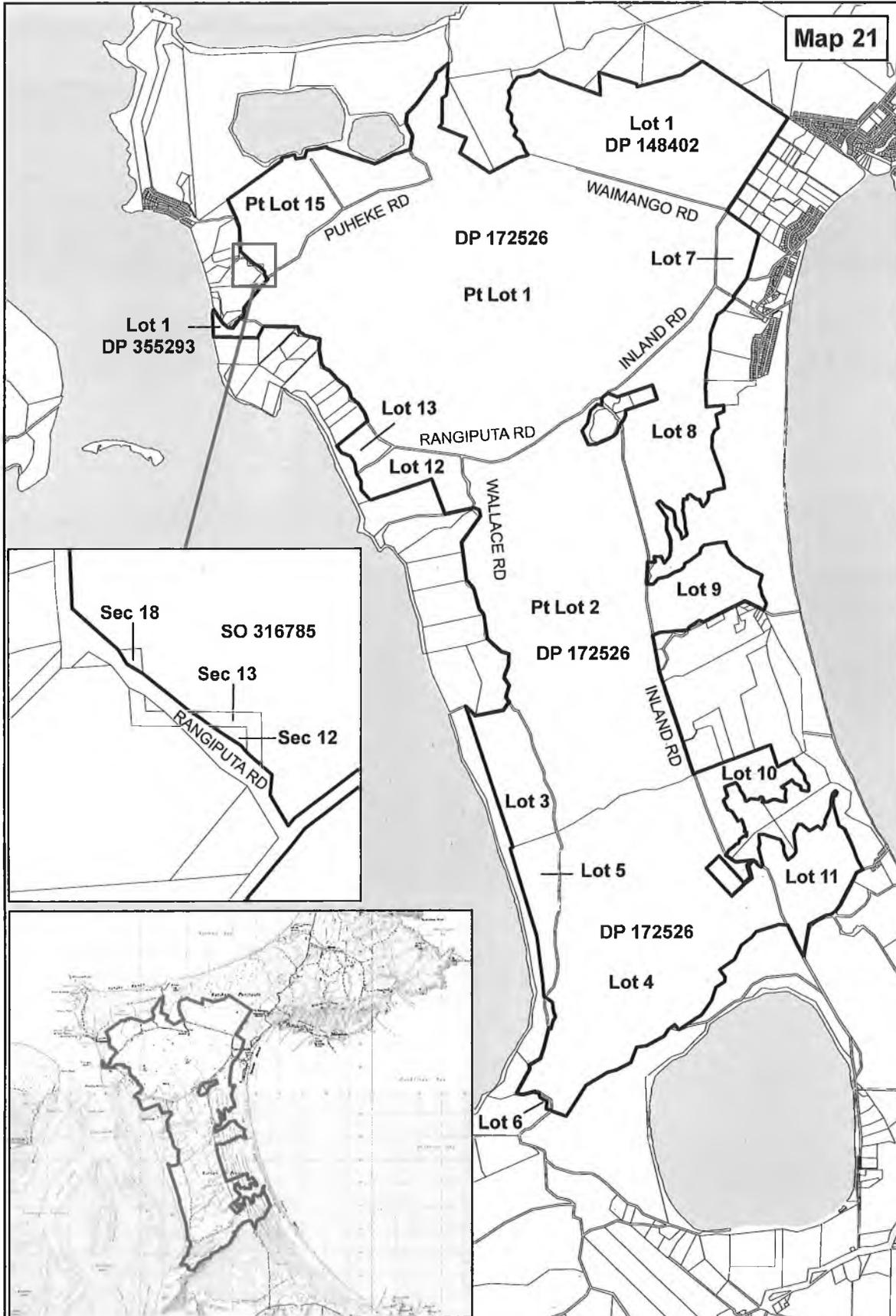
Map 20

Allot 40
Parish of Waiake



Legal description :
8.0937 hectares, more or less, being
Allotment 40 Parish of Waiake.

Otamawhakaruru Urupā



Legal description :
3700.1542 hectares, more or less, being Pt Lots 1, 2 and 15 and
Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 DP 172526, Lot 1 DP
148402, Lot 1 DP 355293 and Secs 12, 13 and 18 SO 316785.

Rangiputa Station

Attachment 3

Conservation land to be subject to Statutory Board

Name	Approximate area (ha) of public conservation land
Part Maitai Bay Recreation Reserve	455.2
Puwheke Beach Marginal Strip	55.4
Puwheke Road Marginal Strip	24
Wairakaia Point Marginal Strip	18.9
Whangatupere Bay Marginal Strip	2.6
Paeroa/Knuckle Point Scenic Reserve	379.03
Rangiputa Conservation Area	14
Tokerau Beach Conservation Area	378
Rangaunu Conservation Area	994.24
Lake Ohia Conservation Area	495
Part Mangatete Conservation Area	41.7903
Mangatete Farm Settlement Scenic Reserve	58.1443
Toatoa Conservation Area	1.3
Paranui Scenic Reserve	364.99
Oruru River Conservation Area	1
Part Mangonui Domain Recreation Reserve	12.5
Part Mangonui Conservation Area	5.38
Paroanui Conservation Area	4.05
Omatai Conservation Area	34.33
Part Otangaroa Conservation Area	847.27
Te Koroa Scenic Reserve	305.43
Victoria Valley Conservation Area	6.85
Taumata Conservation Area	0.099
Paranui Stream G.P. Wildlife Management	14.43

Reserve	
Aputerewa Scenic Reserve	72.97
Cable Bay Historic Reserve	0.0076
Omatai G.P. Wildlife Management Reserve	55.95
Pairatahi Gum Historic Reserve	3.84
Kaiaka Quarry Scenic Reserve	4.15
Lake Ohia Marginal Strip	31.2
Te Putaaraukai Channel Marginal Strip	25.8
Pukewhau Channel Marginal Strip	29.3
Parapara Stream Marginal Strip	2.2
Ryders Creek Marginal Strip	8.2
Oruru River Marginal Strip	2.4
Paranui River Marginal Strip	1.2
Otanenui Marginal Strip	5.3
Mangatete River Marginal Strip	6.4
Mill Bay Conservation Area	0.0607
Victoria River Marginal Strip	0.097
Victoria River Marginal Strip	0.054
TOTAL	4763.0629

Attachment 4

SUMMARY OF PROPERTIES AVAILABLE FOR NGĀTI KAHU COMMERCIAL REDRESS

Crown properties available for selection in Ngāti Kahu Exclusive Area of Interest		
Property	Current Owner	Legal Description
Rangiputa Station (Map 21)	Landcorp	3700.1542 hectares, more or less, being Part Lots 1, 2 and 15 and Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 DP 172526, Lot 1 DP 148402, Lot 1 DP 355293 and Sections 12, 13 and 18 SO 316785. This includes the wāhi tapu areas which will be gifted to Ngāti Kahu.
State Highway 10, Mangonui	Office of Treaty Settlements	8.7946 hectares, approximately, being Part Lot 1 DP 106559. Subject to survey.
State Highway 10, Mangonui	Land Information New Zealand	0.7930 hectares, more or less, being Sections 1 and 2 SO 61306
4 Wrathall Rd, Mangonui	Office of Treaty Settlements	0.4320 hectares, more or less, being Lot 2 DP 164400.
23 Colonel Mould Drive, Mangonui	Office of Treaty Settlements	0.1139 hectares, more or less, being Lot 3 DP 81576
SH 10 and Wrathall Rd, Mangonui	Office of Treaty Settlements	0.2670 hectares, more or less, being Lot 1 DP 164400
Off Tohanga Road Lake Ohia	Office of Treaty Settlements	2.0461 hectares, more or less, being Section 11 Block VIII Rangaunu Survey District
Off Tohanga Road Lake Ohia	Office of Treaty Settlements	3.3386 hectares, more or less, being Section 16 Block VIII Rangaunu Survey District
6 Haekaro Lane, Coopers Beach	Office of Treaty Settlements	0.1146 hectares, more or less, being Lot 4 DP 60617

Surplus Crown property available for selection by Ngāti Kahu in non-exclusive area of interest		
Property	Current Owner	Legal Description
21A Parkdale Cres, Kaitaia	Office of Treaty Settlements	0.1398 hectares, more or less, being Lot 49 DP 77073

Attachment 5

Sale and Leaseback Properties

Non-Surplus Crown properties in Ngāti Kahu exclusive area of interest available for use in a Treaty settlement on a sale and leaseback or RFR basis		
Property	Current Owner	Legal Description
Mangonui School - 19 Colonel Mould Drive, Mangonui	Ministry of Education	1.9185 hectares, approximately, being Allotments 48, 49, 50, 51, 52, 53 and 297 and Part Allotment 54 Town of Mangonui
Pamapurua Māori School - 6964 State Highway 1, Pamapurua	Ministry of Education	2.0234 hectares, more or less, being Pamapurua B2
Taipa School - 5 Mamaru Rd, Taipa	Ministry of Education	3.3885 hectares, more or less, being Allotments 2, 3, 14, 16, 17 and 18 of Section 2 Village of Taipa, Allotment 28 Parish of Taipa and Lot 17 DP 51192.
Kaingaroa Primary School - 5465 State Highway 10, Kaingaroa	Ministry of Education	1.8082 hectares, more or less, being Lots 1 and 2 DP 38912 and Section 8 Block XI Rangaunu Survey District
Rangiawhia Kura Kaupapa, Whatuwhiwhi - 2 Maitai Bay Road Maitai Bay	Ministry of Education	1.8196 hectares, approximately, being Part Parakerake. Subject to survey
Ōturu School - 108 Oturu Rd, Oturu	Ministry of Education	1.2164 hectares, approximately, being Part Ōturu 2D1, Part Oturu 2D1C and Parts Oturu 2D3A. Subject to survey.
Peria School - 1430 Oruru Rd, Peria	Ministry of Education	1.8033 hectares, more or less, being Lot 1 DP 36859.

Attachment 6

**SUMMARY OF PROPERTIES POTENTIALLY AVAILABLE FOR NGĀTI KAHU
 COMMERCIAL REDRESS SUBJECT TO RESOLUTION OF SHARED OR
 OVERLAPPING INTERESTS**

Crown properties potentially available to Ngāti Kahu (subject to resolution of shared or overlapping interests)		
Property	Current Owner	Legal Description
80 Allen Bell Drive, Kaitaia	Office of Treaty Settlements	0.0658 hectares, more or less, being Lot 87 DP 80563
76 Allen Bell Drive, Kaitaia	Office of Treaty Settlements	0.0664 hectares, more or less, being Lot 85 DP 80563
42 Church Rd, Kaitaia	Office of Treaty Settlements	0.1702 hectares, more or less, being Lots 2 and 3 DP 55296
5975 State Highway 10, California Hill Kareponia	Office of Treaty Settlements	0.3332 hectares, approximately, being Part Kareponia 1B2B. Subject to survey
Kohumaru Station, Mangonui	Office of Treaty Settlements	944.7480 hectares, more or less, being Section 1 SO 62833, Section 1 SO 65489, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 SO 64017 and Allotment 170 Parish of Mangonui.
Otangaroa Forest	Land Information New Zealand	572.2000 hectares, more or less, being Lot 1 DP 136873 and Lot 1 DP 136874

Non-Surplus Crown Properties potentially available for use in a Treaty settlement on a sale and leaseback or RFR basis (subject to resolution of shared or overlapping interests)		
Property	Current Owner	Legal Description
Quarry Rd, Awanui (part of Kaitaia Airport) – currently leased to Aupouri Ngāti Kahu Te Rarawa Trust, used for Te Kura Kaupapa o Te Rangi Aniwaniwa	Land Information NZ	2.5950 hectares, approximately, being Part Allotments 1 and 4 Parish of Awanui and Stopped Road. Subject to survey.
Kaitaia Airport	Land Information NZ	80.9491 hectares, approximately, being Part Allotments 1, 4, 5, 6, 7, 9, 10 and 13 Parish of Awanui and Stopped Road. Subject to survey.

Attachment 7

SUMMARY OF NON-SURPLUS PROPERTIES YET TO BE CONFIRMED AS AVAILABLE FOR USE IN A TREATY SETTLEMENT

Non-Surplus Crown Properties yet to be confirmed as available for use in a Treaty settlement on a sale and leaseback or RFR basis (and also subject to resolution of shared or overlapping interests)		
Property	Current Owner	Legal Description
31 Grigg St, Kaitaia	NZ Police	0.0770 hectares, more or less, being Lot 52 DP 83778
2C Matilda Pl, Kaitaia	Crown (currently used by NZ Police)	0.0845 hectares, more or less, being Lot 4 DP 72868
2B Matilda Pl, Kaitaia	NZ Police	0.0920 hectares, more or less, being Lot 3 DP 72868
2 Matilda Pl, Kaitaia	NZ Police	0.0663 hectares, more or less, being Lot 1 DP 72868
3 Beach Rd, Mangonui (Mangonui Police Station)	NZ Police	0.2393 hectares, approximately, being Allotment 19 of Section 1 Village of Mangonui and Part Closed Road SO 48985. Subject to survey.
Northland Polytechnic Institute - 21 South Rd, Kaitaia (further consultation required with the Tertiary Education Commission and the Northland Polytechnic Institute)	Ministry of Education	0.3298 hectares, more or less, being Lots 1 and 20 and Part Lot 21 DP 14963.
Housing New Zealand Corporation properties	Housing New Zealand Corporation	

Attachment 8

Valuation Process for Commercial Redress Properties

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

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

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

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

General

- 9 All valuations will be based on:
 - a instructions to valuers;
 - b the due diligence information provided by the vendor agency;
 - c the standard terms and conditions for transfer of commercial properties that will be attached to the Agreement in Principle;
 - d all existing leases, licences and other encumbrances disclosed by the Crown;
 - e all leases, licences, and other encumbrances proposed for the Deed of Settlement; and
 - f a practical valuation date agreed by the parties.
- 11 In the event that a Deed of Settlement is not agreed within 12 months of the valuation date then the properties will need to be revalued.