

**NGĀTI RANGITIHI**

**and**

**THE CROWN**

---

**AGREEMENT IN PRINCIPLE  
TO SETTLE  
HISTORICAL CLAIMS**

---

**22 December 2018**

**TABLE OF CONTENTS**

<b>1</b>	<b>BACKGROUND</b>	<b>3</b>
<b>2</b>	<b>AGREEMENT IN PRINCIPLE</b>	<b>4</b>
<b>3</b>	<b>SETTLEMENT</b>	<b>5</b>
<b>4</b>	<b>HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY</b>	<b>7</b>
<b>5</b>	<b>CULTURAL REDRESS</b>	<b>8</b>
<b>6</b>	<b>FINANCIAL AND COMMERCIAL REDRESS</b>	<b>19</b>
<b>7</b>	<b>OVERLAPPING CLAIMS PROCESS</b>	<b>23</b>
<b>8</b>	<b>INTEREST AND TAX</b>	<b>25</b>
<b>9</b>	<b>NEXT STEPS</b>	<b>26</b>
<b>10</b>	<b>CONDITIONS</b>	<b>28</b>
<b>11</b>	<b>GENERAL</b>	<b>30</b>
<b>SCHEDULE 1</b>	<b>DEFINITIONS</b>	<b>38</b>
<b>SCHEDULE 2</b>	<b>HISTORICAL ACCOUNT TREATY BREACHES AND ACKNOWLEDGEMENTS</b>	<b>46</b>
<b>SCHEDULE 3</b>	<b>TERMS OF SETTLEMENT</b>	<b>49</b>
<b>ATTACHMENT 1</b>	<b>CROWN AND NGĀTI RANGITIHI PROCESS FOR RESOLVING OVERLAPPING CLAIMS</b>	<b>52</b>
<b>ATTACHMENT 2</b>	<b>MAPS</b>	<b>54</b>

## **1 BACKGROUND**

### **Mandate and terms of negotiation**

- 1.1 Ngāti Rangitahi in April 2014, by ballot, gave Te Mana o Ngāti Rangitahi Trust a mandate to negotiate with the Crown a deed of settlement settling the historical claims of Ngāti Rangitahi.
- 1.2 The Crown recognised this mandate on 3 June 2015.
- 1.3 The mandated negotiators and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 31 October 2015.

### **Nature and scope of deed of settlement agreed**

- 1.4 The mandated negotiators and the Crown have agreed, in principle, the nature and scope of the deed of settlement.
- 1.5 This agreement in principle records that agreement and concludes substantive negotiations of the redress contemplated in this agreement in principle.

### **Approval and signing of this agreement in principle**

- 1.6 The mandated body has:
  - 1.6.1 approved this agreement in principle; and
  - 1.6.2 authorised Te Mana o Ngāti Rangitahi Trust to sign it on their behalf.

## **2 AGREEMENT IN PRINCIPLE**

- 2.1 Ngāti Rangitihi and the Crown agree –
- 2.1.1 that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle; and
  - 2.1.2 to work together in good faith to develop, as soon as reasonably practicable, a deed of settlement based on this agreement in principle. In particular, parties will work together to resolve any matters in relation to clause 3.5 of this agreement in principle, and agree or determine (where applicable) those matters under clauses 3.8 and 9.2; and
  - 2.1.3 the deed of settlement is to be signed by or on behalf of Ngāti Rangitihi, the governance entity, and the Crown.

### **3 SETTLEMENT**

#### **Settlement of historical claims**

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

#### **Terms of settlement**

- 3.3 The terms of the settlement provided in the deed of settlement are to be:
  - 3.3.1 those in schedule 3; and
  - 3.3.2 any additional terms agreed by the parties.

#### **Redress**

- 3.4 The deed of settlement is to provide for redress in accordance with this agreement in principle.
- 3.5 However, the deed of settlement will include –
  - 3.5.1 redress contemplated by this agreement in principle only if any overlapping claim issues in relation to that redress have been addressed to the satisfaction of the Crown; and
  - 3.5.2 a property that this agreement in principle specifies as a potential cultural redress property, or a potential deferred selection property, subject to final written confirmation from the Crown that each of those properties is available. If any such potential property is not available, the Crown is under no obligation to substitute that property with another property.

## **AGREEMENT IN PRINCIPLE**

---

- 3.6 If the Crown is unable to confirm any redress contemplated by this agreement in principle due to overlapping claims, the parties may discuss alternative redress so that the nature of the redress contemplated by this agreement in principle is maintained so far as that is possible, in the deed of settlement.
- 3.7 If any new redress is offered by the Crown in accordance with clause 3.6, Ngāti Rangitihī acknowledge that clauses 3.5.1 and 3.5.2 apply to that redress.

### **Transfer or vesting of settlement properties**

- 3.8 The settlement documentation is to provide that the vesting or transfer of:
- 3.8.1 a redress property or a purchased deferred selection property will be subject to –
- (a) any further identification and/or survey required; and
  - (b) Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise); and
  - (c) sections 10 and 11 of the Crown Minerals Act 1991; and
  - (d) any relevant provisions included in the settlement documentation.
- 3.8.2 a redress property, will be subject to any encumbrance or right, in relation to that property that the settlement documentation either –
- (a) describes as existing at the date of the deed of settlement; or
  - (b) requires to be created on or before the settlement date; and
- 3.8.3 a purchased deferred selection property will be subject to any encumbrance or right, or obligation in relation to that property, that is either:
- (a) described in the disclosure information provided for that deferred selection property (and not varied during the pre-purchase period); or
  - (b) entered into by the Crown during the pre-purchase period; or
  - (c) required to be created under the settlement documentation on or before the settlement date for the property.

## **4 HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY**

- 4.1 The deed of settlement is to include –
- 4.1.1 an agreed account of the historical relationship between Ngāti Rangitahi and the Crown based on the historical headings in Schedule 2; and
  - 4.1.2 the Crown's acknowledgement of its acts and omissions which have breached the Treaty of Waitangi / Te Tiriti o Waitangi and its principles or caused prejudice to Ngāti Rangitahi as set out Schedule 2; and
  - 4.1.3 a Crown apology for those breaches of the Treaty of Waitangi / Te Tiriti o Waitangi and its principles.

## **5 CULTURAL REDRESS**

### **General**

- 5.1 All items of cultural redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 5.1.1 the Crown confirming that any residual overlapping claims issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and
- 5.1.2 any other conditions specified in the cultural redress tables provided below and set out in clauses 3.5, 3.8 and 9.2 of this agreement in principle.
- 5.2 Ngāti Rangitihī as a part of the Te Arawa collective has benefitted from the Te Arawa Lakes Settlement Act 2006.

### **Potential cultural redress properties**

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

Table 1 - Potential cultural redress properties

<b>Name of area</b>	<b>General description / location*</b>	<b>Conditions of vesting / Specific conditions currently known / relevant information</b>
Te Tapahoro Bay (part of Lake Tarawera Scenic Reserve)	Up to 5 hectares, approximately, being Part Section 2 Block V Ruawahia Survey District. Subject to survey. Selected from area shown in map 2.	Subject to: <ul style="list-style-type: none"> <li>• Conservation covenant to protect conservation values, while allowing for cultural and commercial facilities and restriction on public access</li> <li>• A pedestrian right of way easement in favour of the Crown</li> <li>• Agreement on covenant terms</li> <li>• Crown agreement to location of site</li> <li>• Protection of any existing third-party interests</li> </ul>

## AGREEMENT IN PRINCIPLE

Name of area	General description / location*	Conditions of vesting / Specific conditions currently known / relevant information
Moura (Moura Local Purpose (Māori Burial Ground) Reserve)	17.8061 hectares, more or less, being Section 5 Block XII Tarawera Survey District. As shown in map 3.	Subject to: <ul style="list-style-type: none"> <li>• Reserve status with either current local purpose or historic classification</li> <li>• Any easements as required</li> <li>• Protection of any existing third-party interests</li> </ul>
Adjacent to Moura (part of Lake Tarawera Scenic Reserve)	23.6780 hectares, more or less, being Section 4 SO 354520. As shown in map 4.	Subject to: <ul style="list-style-type: none"> <li>• Reserve status with either scenic or historic classification</li> <li>• Any easements as required</li> <li>• Protection of any existing third-party interests</li> </ul>
Omanuhiri (part of Lake Tarawera Scenic Reserve)	20 hectares, approximately, being Part Section 1 SO 354520. Subject to survey. As shown in map 5.	Subject to: <ul style="list-style-type: none"> <li>• Reserve status with either scenic or historic classification</li> <li>• Easement/s in favour of the Crown and others as required</li> <li>• Protection of any existing third-party interests</li> </ul>
Ngāheretā to Ruakōkōpū (part of Lake Tarawera Scenic Reserve)	Up to 118 hectares, approximately, being Part Section 2 SO 354520. Subject to survey. Selected from area shown in map 6.	Subject to: <ul style="list-style-type: none"> <li>• Reserve status with either scenic or historic classification</li> <li>• Easements in favour of the Crown and others as required</li> <li>• Protection of any existing third-party interests</li> <li>• Crown agreement to location of site</li> </ul>
Niheta (part of Lake Tarawera Scenic Reserve)	1 hectare, approximately, being Part Section 2 SO 354520. Subject to survey. As shown in map 7.	Subject to: <ul style="list-style-type: none"> <li>• Reserve status with either scenic or historic classification</li> <li>• Protection of any existing third-party interests</li> <li>• Easements in favour of the Crown as required</li> </ul>
Tarawera Awa 1 (part of Lake Tarawera Scenic Reserve)	0.6 hectares, approximately, being Part Section 2 SO 354520. Subject to survey. As shown in map 8.	Subject to: <ul style="list-style-type: none"> <li>• Reserve status with either scenic or historic classification</li> <li>• An easement in favour of the Crown</li> <li>• a right of access for the public to the river</li> <li>• Protection of any existing third-party interests</li> </ul>

## AGREEMENT IN PRINCIPLE

Name of area	General description / location*	Conditions of vesting / Specific conditions currently known / relevant information
Tarawera Awa 2 (part of Lake Tarawera Scenic Reserve)	0.1 hectares, approximately, being Part Section 2 SO 354520 and Part Section 2 Block I Ruawahia Survey District. Subject to survey. As shown in map 9.	Subject to: <ul style="list-style-type: none"> <li>• Reserve status with either scenic or historic classification</li> <li>• An easement in favour of the Crown</li> <li>• A right of access for the public to the river</li> <li>• Protection of any existing third-party interests</li> </ul>
Base of Tarawera Maunga / Crater Block)	Up to 180 hectares, approximately, being Section 1 SO 60434 and Parts Section 1 SO 60436. Subject to survey. As shown in map 10.	Subject to: <ul style="list-style-type: none"> <li>• Reserve status with either scenic or historic classification</li> <li>• Crown agreement to location of site</li> <li>• Easements in favour of the Crown as required</li> <li>• Protection of any existing third-party interests</li> </ul>
Whakapoukarakia (part of Matata Scenic Reserve)	32 hectares, approximately, being Part Allotments 227 and 833 Parish of Matata. Subject to survey. As shown in map 11.	Subject to: <ul style="list-style-type: none"> <li>• Reserve status with either scenic or historic classification</li> <li>• Any easements as required</li> <li>• Protection of any existing third-party interests</li> </ul>
Oniao (part of Old Rangitaiki River Bed Conservation Area)	2.5 hectares, approximately, being Parts Allotments 108A and 345 Parish of Matata. Subject to survey. As shown in map 12.	Subject to: <ul style="list-style-type: none"> <li>• Reserve status with either recreation or historic classification</li> <li>• Crown agreement on exact area to transfer</li> <li>• Any easements as required</li> <li>• Protection of any existing third-party interest</li> </ul>
Te Waha o Te Awa o Te Atua (part of Matata Recreation Reserve)	1.6 hectares, approximately, being Part Section 5 Block VI Awaateatua Survey District. Subject to survey. As shown in map 13.	Subject to: <ul style="list-style-type: none"> <li>• Reserve status to be Local Purpose (Lagoon Outlet and Ecological Restoration) Reserve</li> <li>• Crown agreement on exact area to transfer</li> <li>• Crown agreement on any changes to the Wildlife Refuge areas</li> <li>• Agreement of Whakatāne District Council</li> <li>• Any easements as required</li> <li>• Protection of any existing third-party interests</li> </ul>

## AGREEMENT IN PRINCIPLE

Name of area	General description / location*	Conditions of vesting / Specific conditions currently known / relevant information
Arawa Street (part of Matata Recreation Reserve and being part of Matata Wildlife Refuge Reserve)	2.5 hectares, approximately, being Part Section 1 Block I, and Section 3 and Parts Sections 2 and 6 Block VI Awaateatua Survey District. Subject to survey. As shown in map 14.	Subject to: <ul style="list-style-type: none"> <li>• Reserve status to be Recreation Reserve</li> <li>• Crown agreement on exact area to transfer</li> <li>• Crown agreement on any changes to the Wildlife Refuge areas</li> <li>• Agreement of Whakatāne District Council</li> <li>• Any easements as required</li> <li>• Protection of any existing third-party interests</li> </ul>
White Sands (part Recreation Reserve – Matata Coast)	26.7 hectares, approximately, being Part Allotment 857 Parish of Matata. Subject to survey. As shown in map 15.	Subject to: <ul style="list-style-type: none"> <li>• Reserve status to be Recreation Reserve</li> <li>• Agreement of Whakatāne District Council</li> <li>• Any easements as required</li> <li>• Protection of any existing third-party interests</li> </ul>
Otaramuturangi (part of an unnamed Recreation Reserve)	5.2 hectares, approximately, being Part Allotment 273 Parish of Rangitaiki. Subject to survey. As shown in map 16.	Subject to: <ul style="list-style-type: none"> <li>• Reserve status with either recreation or historic classification</li> <li>• Crown agreement on exact area to transfer</li> <li>• Agreement of Whakatāne District Council</li> <li>• Any easements as required</li> <li>• Protection of any existing third-party interests</li> </ul>
Te Ariki site	44.9432 hectares, more or less, being Sections 1, 2, and 3 Block XII Tarawera Survey District and Sections 1 and 2 SO 354515. As shown in map 17.	<ul style="list-style-type: none"> <li>• An undivided half share in the Te Ariki site.</li> <li>• Protection of any existing third-party interests</li> </ul>

\* The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown. For maps of each, see attachment 2.

## **AGREEMENT IN PRINCIPLE**

---

### **Te Tapahoro Bay Recreation Reserve with campsite**

- 5.5 Ngāti Rangitahi have shared their aspirations to receive the campsite at Te Tapahoro Recreation Reserve as cultural redress. The Crown will continue to explore with Ngāti Rangitahi possible ownership interests, including joint ownership with the Crown, including suitable arrangements to continue low cost camping, and review of the ownership arrangements with the timing of the review and terms of reference to be negotiated between the Crown and Ngāti Rangitahi.

### **Reclassification of part Lake Tarawera Scenic Reserve**

- 5.6 The deed of settlement is to provide for the settlement legislation to reclassify part of Lake Tarawera Scenic Reserve, 135 ha (approx.), along the lakefront on the western slopes of Tarawera Maunga as an historic reserve subject to:

- 5.6.1 the existing Whenua Rāhui / overlay classification being retained over the new historic reserve; and
- 5.6.2 the reserve being retained by the Crown and administered by the Department of Conservation.

### **Overlay classification**

- 5.7 The deed of settlement is to provide for the settlement legislation to:
- 5.7.1 declare the area described in
- 5.7.2 Table 2 below as subject to an overlay classification; and
- 5.7.3 provide the Crown's acknowledgement of a statement of Ngāti Rangitahi values in relation to the area; and
- 5.7.4 require the New Zealand Conservation Authority, and relevant conservation boards -
- (a) when considering a conservation document, in relation to the area, to have particular regard to –
    - (i) the statement of Ngāti Rangitahi values; and
    - (ii) the existing protection principles; and
  - (b) before approving a conservation document, in relation to the area to –
    - (i) consult with the governance entity; and
    - (ii) have particular regard to its views as to the effect of the document on Ngāti Rangitahi values and the protection principles; and

## AGREEMENT IN PRINCIPLE

---

- 5.7.5 require the Director-General of Conservation to take action in relation to the protection principles in the same manner as those for the existing Whenua Rāhui / overlay classification; and
- 5.7.6 enable the making of regulations by the Governor General on the recommendation of the Minister of Conservation and bylaws made by the Minister of Conservation, in relation to the area.

Table 2 – Overlay Classification

Overlay area to which the overlay classification is to apply	General description / location	Conditions
Western flank of Mount Tarawera (part of Lake Tarawera Scenic Reserve and new historic reserve created at 5.6)	1854.2000 hectares, more or less, being Section 3 SO 354520. As shown in map 18.	Subject to the same Department of Conservation protection principles and Director General actions as the existing Whenua Rāhui / overlay classification (Affiliate Te Arawa Iwi and Hapū settlement)

\* The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown. For map, see attachment 2.

### Statutory acknowledgement

- 5.8 The deed of settlement is to provide for the settlement legislation to –
- 5.8.1 provide the Crown’s acknowledgement of the statements by Ngāti Rangitihī of their particular cultural, spiritual, historical, and traditional association with each of the areas described in Table 3 below as statutory areas to the extent that those areas are owned by the Crown; and
- 5.8.2 require relevant consent authorities, the Environment Court, and the Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
- 5.8.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area; and
- 5.8.4 require relevant consent authorities to forward to the governance entity a copy of a resource consent application notice under section 145(10) of the Resource Management Act 1991; and
- 5.8.5 enable the governance entity, and any member of Ngāti Rangitihī, to cite the statutory acknowledgement as evidence of Ngāti Rangitihī’s association with a statutory area.

## AGREEMENT IN PRINCIPLE

Table 3 - Statutory acknowledgements

<b>Statutory areas to which the statutory acknowledgement is to apply</b>	<b>General description / location</b>
Parts of Lake Tarawera Scenic Reserve	Parts of Lake Tarawera Scenic Reserve (subject to Crown agreement on areas to be covered)
Crater Block Crown Land (All Crown retained parts)	Crater Block Crown Land, located south of the Tarawera Maunga
Rotomahana Conservation Area	South-west of Lake Tarawera and west of Lake Rotomahana
Waimangu Scenic Reserve (Crown retained parts)	South-west of Lake Rotomahana (subject to Crown agreement on areas to be covered)
Bregman Wildlife Management Reserve	Adjacent to the northern end of Sutherland Road
Tarawera Cut Wildlife Management Reserve	Adjacent to the western side of the Tarawera River, 1 km south of Thornton Road
Crown retained parts of the Old Rangitaiki River Bed Conservation area	Adjacent to Thornton Road and watercourse
Awaiti Wildlife Management Reserve	Adjacent to Greig Road
Lake Tarawera Marginal Strips (subject to Crown agreement on those marginal strips the statutory acknowledgement will apply to)	Bordering Lake Tarawera on the Mourā Point peninsula
Tarawera River Marginal Strips (subject to Crown agreement on those marginal strips the statutory acknowledgement will apply to)	Marginal strips adjacent to the Tarawera River
Tarawera River (areas owned by the Crown) (subject to consideration of relativity with redress provided through the Affiliate Te Arawa Iwi and Hapū settlement)	Tarawera River
Ash Pit Road Marginal Strip (Te Kauae)	West of Lake Rerewhakaaitu
Lake Rerewhakaaitu Recreation Reserve	Areas adjacent to Lake Rerewhakaaitu
Rerewhakaaitu Conservation Area	East of Lake Rerewhakaaitu
Ohinekoao Scenic Reserve	Adjacent to the western side of Herepuru Road
Ohinekoao Recreation Reserve	Adjacent to the south side of State Highway 2
Lake Tamurenui Wildlife Management Reserve	Surrounding and including Lake Tamurenui

## AGREEMENT IN PRINCIPLE

### Deed of recognition

- 5.9 The deed of settlement is to require that the Crown provide the governance entity with a deed of recognition in relation to the statutory areas referred to in Table 4 and Table 5 below to the extent that those areas are owned and managed by the Crown.
- 5.10 A deed of recognition will require the Minister of Conservation and the Director-General of Conservation and the Commissioner of Crown Lands, as the case may be, when undertaking certain activities within a statutory area, to –
- 5.10.1 consult the governance entity; and
- 5.10.2 have regard to its views concerning Ngāti Rangitihi association with the statutory area as described in a statement of association.

Table 4 - Deed of recognition, issued by the Minister of Conservation and the Director-General of Conservation

<b>Statutory areas to which deed of recognition are to apply</b>	<b>General description / location</b>
Parts of Lake Tarawera Scenic Reserve	Parts of Lake Tarawera Scenic Reserve
Crater Block Crown Land (All Crown retained parts)	Crater Block Crown Land, located south of the Tarawera Maunga.
Rotomahana Conservation Area	South-west of Lake Tarawera and west of Lake Rotomahana
Waimangu Scenic Reserve (Crown retained parts)	South-west of Lake Rotomahana
Bregman Wildlife Management Reserve	Adjacent to the northern end of Sutherland Road
Tarawera Cut Wildlife Management Reserve	Adjacent to the western side of the Tarawera River, 1 km south of Thornton Road
Crown retained parts of the Old Rangitaiki River Conservation area (subject to Crown agreement on the exact location of land to be transferred to Ngāti Rangitihi)	Adjacent to Thornton Road and watercourse
Awaiti Wildlife Management Reserve	Adjacent to Greig Road

Table 5 – Deed of recognition, issued by the Commissioner of Crown Lands

<b>Statutory areas to which deed of recognition is to apply</b>	<b>General description / location</b>
Tarawera River (areas owned by the Crown) (subject to consideration of relativity with redress provided through the Affiliate Te Arawa Iwi and Hapū settlement)	Tarawera River

## AGREEMENT IN PRINCIPLE

---

### **Tarawera Awa Restoration**

- 5.11 Ngāti Rangitihī have shared their aspirations to improve the mauri of the Tarawera Awa. The Crown will continue to explore with Ngāti Rangitihī redress in respect of the Tarawera Awa and its catchment, including:
- 5.11.1 the development of a proposal to establish a Tarawera Awa Restoration Strategy Group and the geographic area in which this group would operate; and
  - 5.11.2 any other mechanisms and support to provide for greater Ngāti Rangitihī input into local government and resource management decision-making to promote the aspirations of the iwi.

### **Potential official geographic names**

- 5.12 The deed of settlement is to provide for the settlement legislation to provide for each of the names listed in Table 6 below to be the official geographic name of the feature, if the parties and New Zealand Geographic Board agree.

Table 6 - Potential official geographic names

<b>Existing official geographic name</b>	<b>Potential official geographic name</b>	<b>General description of location / feature</b>
Unnamed	Ngāpākau	Hill. As shown in map 19
Unnamed	Te Houroa	Hill. As shown in map 20
Otumutu Island	Otūmūtū	Island. As shown in map 21

### **Crown Minerals Protocol**

- 5.13 The deed of settlement is to require that the Minister of Energy and Resources issue the governance entity with a Crown Minerals Protocol.
- 5.14 The Protocol will provide for the Crown's interaction with the governance entity in relation to specified matters.

### **Relationship Agreement with the Department of Conservation**

- 5.15 The deed of settlement will provide for the Department of Conservation to enter into a relationship agreement with the governance entity. The parties intend that the relationship agreement will enable the Department of Conservation and the governance entity to maintain a positive, collaborative and enduring relationship into the future.

### **Management Arrangement over part Lake Tarawera Scenic reserve**

- 5.16 The deed of settlement will provide for a commitment by the Department of Conservation to enhance Ngāti Rangitihī's involvement in the management of parts of the Crown retained areas of the Lake Tarawera Scenic Reserve, subject to Ministers' agreement on the nature and scope of any arrangement.

## **AGREEMENT IN PRINCIPLE**

---

### **Joint Advisory Committee for the Matata Scenic Reserve and Matata Wildlife Refuge Reserve**

- 5.17 The deed of settlement will provide for membership on the Joint Advisory Committee for the Matata Scenic Reserve and Matata Wildlife Refuge Reserve set out in the Ngāti Awa Claims Settlement Act 2005 and Ngāti Tūwharetoa ki Kawerau Claims Settlement Act 2005.

### **Relationship agreement with the Ministry for the Environment**

- 5.18 The deed of settlement will provide for the Ministry for the Environment to enter into a relationship agreement with the governance entity.
- 5.19 The parties intend that the relationship agreement will enable the Ministry for the Environment and the governance entity to maintain a positive, collaborative and enduring relationship into the future.

### **Whakaaetanga Tiaki Taonga**

- 5.20 The following culture and heritage parties have agreed to enter into a Whakaaetanga Tiaki Taonga with the governance entity:

5.20.1 Department of Internal Affairs Te Tari Taiwhenua (the agency responsible for the National Library Te Puna Matauranga o Aotearoa and Archives New Zealand Te Rua Mahara o Te Kawanatanga);

5.20.2 Ministry for Culture and Heritage Manatū Taonga;

5.20.3 Museum of New Zealand Te Papa Tongarewa; and

5.20.4 Heritage New Zealand Pouhere Taonga.

- 5.21 The parties intend that the Whakaaetanga Tiaki Taonga will facilitate:

5.21.1 the care, management, access, use, development and revitalisation of Ngāti Rangitahi taonga; and

5.21.2 the identification, protection, preservation and conservation of the historical and cultural heritage of Ngāti Rangitahi.

- 5.22 The Whakaaetanga Tiaki Taonga will be issued to the governance entity through the deed of settlement.

### **Letter of introduction to Ngā Taonga Whitiāhua Me Ngā Taonga Kōrero**

- 5.23 The deed of settlement will provide for the Director of the Office of Treaty Settlements to write a letter of introduction to the Chief Executive of Ngā Taonga Whitiāhua Me Ngā Taonga Kōrero (Ngā Taonga).

## **AGREEMENT IN PRINCIPLE**

---

- 5.24 The purpose of the letter is to raise the profile of Ngāti Rangitahi with Ngā Taonga in relation to their work. The text of the letter will be agreed between the mandated negotiators and the Crown and issued as soon as practicable after the establishment of the governance entity and before the settlement date.

### **Letter of recognition from the Ministry for Primary Industries**

- 5.25 The deed of settlement will record that the Director-General of the Ministry for Primary Industries will write to the governance entity outlining:
- 5.25.1 that the Ministry for Primary Industries recognises Ngāti Rangitahi as tangata whenua within their area of interest and that they have a special relationship with all species of fish, aquatic life and seaweed within their area of interest; and
  - 5.25.2 how Ngāti Rangitahi can have input and participation into the Ministry for Primary Industries' national fisheries plans; and
  - 5.25.3 how Ngāti Rangitahi can implement the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within their area of interest.
- 5.26 Ngāti Rangitahi and the Ministry for Primary Industries will agree on the content of the letter before initialling a deed of settlement.

### **Appointment as an advisory committee to the Minister of Fisheries**

- 5.27 The settlement legislation will provide for the Minister of Fisheries to appoint the governance entity as an advisory committee to the Minister of Fisheries under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 in relation to areas of special significance that are to be agreed before initialling a deed of settlement.

### **Cultural redress non-exclusive**

- 5.28 The Crown may do anything that is consistent with the cultural redress contemplated by this agreement in principle, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

## **6 FINANCIAL AND COMMERCIAL REDRESS**

### **General**

- 6.1 All items of commercial redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 6.1.1 the Crown confirming that any residual overlapping claim issues in relation to any item of commercial redress have been addressed to the satisfaction of the Crown; and
  - 6.1.2 any other conditions specified in the commercial redress tables provided below and set out in clauses 3.5, 3.8 and 9.2 of this agreement in principle.

### **Central North Island Forests Land Collective Deed of Settlement**

- 6.2 Following ratification by iwi members, on 4 November 2008, Ngāti Rangitihī signed a deed of accession to join the Central North Island (**CNI**) Forests Land Collective deed of settlement. That deed records the agreement between CNI Forests Iwi Collective and the Crown to settle the historical CNI forests land claims.
- 6.3 The CNI Settlement has been given legislative effect through the enactment of the Central North Island Forests Land Collective Settlement Act 2008. Pursuant to that Act on-account commercial redress was provided to Ngāti Rangitihī as part of their future comprehensive settlement, being this agreement in principle.

### **Financial and commercial redress amount**

- 6.4 The deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the financial and commercial redress amount of \$11,334,820.00 less:
- 6.4.1 the on-account payment pursuant to the CNI settlement at the value of \$7,334,820.00.

### **Potential deferred selection properties**

- 6.5 The deed of settlement is to provide that the governance entity may, for two years after the settlement date, provide a written notice of interest to the Crown in purchasing any or all of those of the properties described in Table 7 below as potential deferred selection properties that the parties agree are to be deferred selection properties. The deed of settlement will provide for the effect of the written notice and will set out a process where the property is valued and may be acquired by the governance entity.
- 6.6 If a deferred selection property to be transferred to the governance entity is a leaseback deferred selection property, then clause 6.7 shall apply.

## AGREEMENT IN PRINCIPLE

### Transfer and leaseback

- 6.7 The deed of settlement is to provide that a leaseback deferred selection property is to be leased back by the governance entity to the Crown, from the settlement date of that property:
- 6.7.1 on the terms and conditions provided by a registrable ground lease for that property (ownership of the improvements remaining unaffected by the purchase) incorporated in the deed; and
- 6.7.2 in the case of a Crown leaseback of a school site, at an initial annual rent based on an agreed rental percentage of the agreed transfer value, determined in accordance with the Crown leaseback (plus GST, if any, on the amount so determined).

Table 7 - Potential deferred selection properties for transfer

<b>Landholding Agency</b>	<b>Property Name / Address</b>	<b>General description / location*</b>	<b>Conditions of transfer / Specific conditions currently known</b>
LINZ Treaty Settlements Landbank	Matata Road. Otakiri (PF 1474)	6.6289 hectares, more or less, being Lot 1,2 and 3 DPS 61290 and Section 1 SO 330290. All record of title SA50A/499, for the fee simple estate.	2 year deferred selection period
LINZ Treaty Settlements Landbank	1913 Manawahe Road (PF 1887) former Manawahe School and dwelling 20 km north of Kawerau	1.9424 hectares, more or less, being Lot 1 Section 6 Block VIII Rotoma Survey District. All computer record of title 558426, for the fee simple estate  0.0809 hectares, more or less, being Section 21 Block VIII Rotoma Survey District. All record of title 558427, for the fee simple estate.	2 year deferred selection period
Ministry of Education	Matata School site (including playing fields) (land only)	0.8018 hectares, more or less, being Part Lot 9 of Allotment 3 Matata Parish. All <i>Gazette</i> 1960 p 1333.  0.8144 hectares, more or less, being Section 3A Matata Parish. All Proclamation 4778.	Transfer and leaseback – 2 year deferred selection period

\* The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown

## AGREEMENT IN PRINCIPLE

---

### School sites

- 6.8 Transfer and leaseback of school sites will be subject to standard Ministry of Education policies and operational considerations. Transfer and leaseback of school sites are for land only and are subject to an agreed registrable ground lease for the property with ownership of the improvements remaining unaffected by the sale. Operational considerations, such as shared school sites or some Board of Trustees house site issues may mean a specific site can be available but would be subject to specific processes in the deed of settlement (or lease).
- 6.9 Availability of transfer and leaseback of Ministry of Education sites is subject to the lease for the deferred selection property being agreed one month prior to initialling of the deed of settlement.
- 6.10 A school site will cease to be a transfer and leaseback property if before receipt of a notice of interest the Ministry of Education notifies the mandated body or the governance entity as the case may be, that the site has become surplus to its requirements.

### Right of First Offer

- 6.11 The settlement documentation is to provide that –
- 6.11.1 For 178 years from the settlement date the governance entity has a right of first offer (**ROFO**) in relation to a sale by Landcorp Farming Limited (**Landcorp**) of the property described in Table 8 below as potential ROFO land if the parties agree it is to be ROFO land and if, on the settlement date, it is owned by Landcorp.
- 6.11.2 Where Landcorp decides to sell the property described in Table 8, Landcorp must first comply with sections 40 and 41 of the Public Works Act 1981 (or any successor to that Act). In respect of any of the land that is not transferred in accordance with those sections (the relevant land) Landcorp will give written notice of its intentions to the governance entity (Notice to Sell).
- 6.11.3 The governance entity will have six months from the date of receipt of the Notice to Sell to conduct due diligence and make an offer, in Auckland District Law Society standard form, to Landcorp.
- 6.11.4 Landcorp will cooperate fully throughout the process by providing necessary farm information (including any valuations obtained by Landcorp for the purposes of the sale) and farm access to allow the governance entity to assess the property.
- 6.11.5 If the governance entity makes an offer, the parties' respective representatives must negotiate in good faith to attempt to conclude an agreement for sale and purchase of the relevant land within one month of the date of receipt of the offer.
- 6.11.6 The ROFO expires at the end of six months from the date of receipt of the Notice to Sell, or if an offer is made, two months after the date of receipt of the offer to Landcorp.

## AGREEMENT IN PRINCIPLE

---

6.11.7 On expiry of the ROFO or if no agreement is reached, Landcorp may market and sell any of the relevant land to third parties provided that the terms are no more favourable than the offer received from the governance entity.

6.11.8 Each party meets its own costs through the ROFO process.

6.12 For the purposes of clause 6.11, parties means the governance entity and Landcorp.

Table 8 - Potential ROFO land

<b>Landholding Agency</b>	<b>Property Name / Address*</b>	<b>General description / location*</b>
Landcorp Farming Limited	Rotomahana Bay of Plenty Farm;	Record of title 704329, for the fee simple estate.
	Rotomahana Deep Creek Farm; and	Record of title 433462, for the fee simple estate.
	Rotomahana Deep Creek Farm.	Record of title 433463, for the fee simple estate.

\* The legal descriptions of the property in this table are indicative only and subject to confirmation by Landcorp Farming Limited

## 7 OVERLAPPING CLAIMS PROCESS

### Process for resolving overlapping claims

- 7.1 The development of this agreement in principle has been informed by the overlapping claims process set out in Attachment 1, which the parties agreed to implement following the signing of the terms of negotiation specified at clause 1.3.
- 7.2 The Crown is ultimately responsible and accountable for the overall overlapping claims process and it must act in accordance with its Treaty obligations. The Crown –
- 7.2.1 has a duty to act in good faith to other claimant groups (including those who have already settled with the Crown (the **settled groups**)) who have interests in Ngāti Rangitihī area of interest (refer Attachment 2 map 1); and
  - 7.2.2 must ensure it actively protects the interests of other claimant groups (whether already mandated or not) and settled groups; and
  - 7.2.3 must avoid unreasonably prejudicing its ability to reach a fair settlement with other claimant groups in the future, while not unduly devaluing the settlement of other settled groups and with Ngāti Rangitihī.
- 7.3 Following the signing of this agreement in principle, parties will work together with overlapping claimants and settled groups to resolve any remaining overlapping claims matters. If after working together the overlapping claims remain unresolved, the Crown may have to make a final decision. In reaching any decisions on overlapping claims, the Crown is guided by two general principles:
- 7.3.1 the Crown's wish to reach a fair and appropriate settlement with Ngāti Rangitihī without compromising the existing settlements of settled groups; and
  - 7.3.2 the Crown's wish to maintain, as far as possible, its capability to provide appropriate redress to other claimant groups and achieve a fair settlement of their historical claims.

## AGREEMENT IN PRINCIPLE

7.4 The process for resolving remaining overlapping claims matters is set out in Table 9 below.

Table 9 – Next steps in overlapping claims process for Ngāti Rangitihī

Next steps	Timeframe
Agreement in principle uploaded to the Office of Treaty Settlements website.	22 December 2018
The Office of Treaty Settlements writes to all overlapping groups advising of the Crown offer in the agreement in principle, seeking submissions (written confirmation of support, agreement reached with Ngāti Rangitihī or identification of issues for discussion).	January 2019
Overlapping groups to provide submissions to the Office of Treaty Settlements (OTS). OTS will collate all letters of submission from groups. Ngāti Rangitihī to report back on engagement with overlapping groups and advise of any agreements reached.	March 2019
OTS, Ngāti Rangitihī and affected overlapping groups to agree a process to resolve issues. OTS assesses submissions and reports to the Minister for Treaty of Waitangi Negotiations: <ul style="list-style-type: none"> <li>• providing an update on overlapping interests; and</li> <li>• if there are issues, advising of a process to resolve them.</li> </ul>	May 2019
Meetings between Ngāti Rangitihī and overlapping groups. Crown to attend meetings if requested. Process to involve facilitated discussions if required. Groups to agree on a solution to issues. If no agreement is reached, then the Office of Treaty Settlements will seek a preliminary decision on unresolved issues.	Date to be confirmed
The Minister for Treaty of Waitangi Negotiation to advise overlapping groups of preliminary decision on any unresolved issues. Officials from the Office of Treaty Settlements will be available to discuss the decisions.	Date to be confirmed
Responses from affected overlapping groups to the Minister for Treaty of Waitangi Negotiations' decisions.	Date to be confirmed
The Office of Treaty Settlements report to the Minister for Treaty of Waitangi Negotiations on final decisions on overlapping claims and Ngāti Rangitihī settlement package.	Date to be confirmed
The Minister for Treaty of Waitangi Negotiation writes to groups informing of final decisions on overlapping claims and inviting to meet with them to discuss. Cabinet consideration of Ngāti Rangitihī settlement package.	Date to be confirmed
Parties aim to initial deed of settlement	Date to be confirmed

## **8 INTEREST AND TAX**

### **Interest**

- 8.1 The deed of settlement is to provide for the Crown to pay to the governance entity on the settlement date:
- 8.1.1 \$391,508.51 being the interest payable on the CNI on-account redress provided to Ngāti Rangitahi pursuant to the CNI deed of settlement, for the period:
- (a) beginning on 4 November 2008, being the date when Ngāti Rangitahi acceded to the CNI deed of settlement; and
  - (b) ending on 1 July 2009, being the CNI settlement date; and
- 8.1.2 interest on the financial and commercial redress amount of \$11,334,820.00, less any on-account payment specified in clause 6.4.1 for the period:
- (i) beginning on the date of this agreement in principle; and
  - (ii) ending on the day before the settlement date; and
  - (iii) at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.
- 8.2 The interest is to be –
- 8.2.1 subject to any tax payable; and
- 8.2.2 payable after withholding any tax required by legislation to be withheld.

### **Tax**

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

## **9 NEXT STEPS**

### **Disclosure information**

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

### **Resolution of final matters**

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

9.2.1 the terms of the –

- (a) historical account; and
- (b) Crown's acknowledgements and apology; and

9.2.2 the cultural redress properties and the deferred selection properties from the potential properties provided in the relevant tables, and if applicable, any conditions that will apply; and

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

9.2.4 the official geographic names from the potential official geographic names in the redress table; and

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

- (a) the cultural redress; and
- (b) the right to purchase a deferred selection property, including the process for determining its market value; and
- (c) the tax indemnity; and

9.2.6 the following documents:

- (a) Ngāti Rangitihī's statement of values in relation to the overlay classification area; and
- (b) Ngāti Rangitihī statements of association for each of the statutory areas; and
- (c) the deeds of recognition; and

## **AGREEMENT IN PRINCIPLE**

---

- (d) the protocols; and
- (e) the relationship agreements; and
- (f) the settlement legislation; and

9.2.7 all other necessary matters.

### **Development of governance entity and ratification process**

9.3 Ngāti Rangitahi will, as soon as reasonably practicable after the date of this agreement, and before the signing of a deed of settlement –

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

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

## **10 CONDITIONS**

### **Entry into deed of settlement conditional**

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

10.1.1 Cabinet agreeing to the settlement and the redress; and

10.1.2 the Crown being satisfied Ngāti Rangitihī have –

(a) established a governance entity that –

(i) is appropriate to receive the redress; and

(ii) provides, for Ngāti Rangitihī, –

(I) appropriate representation; and

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

(III) full accountability; and

(b) approved, by a ratification process approved by the Crown, –

(i) the governance entity to receive the redress; and

(ii) the settlement on the terms provided in the deed of settlement; and

(iii) signatories to sign the deed of settlement on Ngāti Rangitihī's behalf.

### **Settlement legislation**

10.2 The deed of settlement is to provide that following the signing of the deed of settlement the Crown will propose a draft settlement bill for introduction to the House of Representatives.

10.3 This draft settlement bill will provide for all matters for which legislation is required to give effect to the deed of settlement.

10.4 The draft settlement bill must:

10.4.1 comply with the drafting standards and conventions of the Parliamentary Counsel Office for Governments Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and

## AGREEMENT IN PRINCIPLE

---

- 10.4.2 be in a form that is satisfactory to Ngāti Rangitahi and the Crown.
- 10.5 The deed of settlement is to provide that Ngāti Rangitahi and the governance entity must support the passage of the draft settlement bill through Parliament.

### **Settlement conditional on settlement legislation**

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

## **11 GENERAL**

### **Nature of this agreement in principle**

11.1 This agreement in principle –

11.1.1 is entered into on a without prejudice basis; and

11.1.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal; and

11.1.3 is non-binding; and

11.1.4 does not create legal relations.

### **Termination of this agreement in principle**

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

11.3 Before terminating this agreement in principle, the Crown or the mandated negotiators, as the case may be, must give the other at least 20 business days' notice in writing of an intention to terminate.

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

### **Definitions**

11.5 In this agreement in principle –

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

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

### **Interpretation**

11.6 In this agreement in principle –

11.6.1 headings are not to affect its interpretation; and

11.6.2 the singular includes the plural and vice versa.

11.7 Provisions in –

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

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

**AGREEMENT IN PRINCIPLE**

---

**SIGNED** on            December 2018

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

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

\_\_\_\_\_  
Hon Andrew James Little

**WITNESS**

\_\_\_\_\_  
Name:  
Occupation:  
Address:

**SIGNED** for and on behalf of **TE MANA O  
NGĀTI RANGITIHI TRUST** by –

The Chairman of Te Mana o Ngāti Rangitih  
Trust in the presence of -

\_\_\_\_\_  
Leith Pirika Comer

**WITNESS**

\_\_\_\_\_  
Name:  
Occupation:  
Address:

**AGREEMENT IN PRINCIPLE**

---

---

Melanie Joy Cheung  
Trustee

---

Stephen Perenara Marr  
Negotiator

---

Catherine Moana Dewes  
Trustee

---

Peri Joseph Perenara  
Negotiator

---

Michael Marwyn Taimaiarohi Playle  
Trustee

---

Kenneth Lawrence Te Ianga Raureti  
Negotiator

---

Donna Marie Semmens  
Trustee

---

Delwyn Elaine Rondon  
Negotiator

---

Mary Gayle Raukawa-Tait  
Trustee

---

Tia Marama Warick  
Trustee

**WITNESS**

---

Date:

Occupation:

Address:

## **AGREEMENT IN PRINCIPLE**

---

**Other Ngāti Rangitahi that support the agreement in principle**

## **AGREEMENT IN PRINCIPLE**

---

**Other Ngāti Rangitahi that support the agreement in principle**

## AGREEMENT IN PRINCIPLE

---

**Other Ngāti Rangitahi that support the agreement in principle**

## **AGREEMENT IN PRINCIPLE**

---

**Other Ngāti Rangitahi that support the agreement in principle**

**SCHEDULES**

**SCHEDULE 1    DEFINITIONS**

**Historical claims**

1.1    The deed of settlement will provide that historical claims –

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

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

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

(ii)    under legislation; or

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

(iv)    from fiduciary duty; or

(v)    otherwise; and

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

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

(ii)    by or under legislation; and

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

(a)    Wai 524 – Ruawahia claim;

(b)    Wai 872 – Pokohu Land claim;

(c)    Wai 996 – Ngāti Rangitahi Inland and Coastal Land Blocks claim;

(d)    Wai 1111 – Tarawera River Pollution claim;

(e)    Wai 1116 – Ngāti Tionga Richmond claim;

(f)    Wai 1117 – Ngāti Tionga Matatā claim;

(g)    Wai 1118 – Pikowai Beach Land claim;

(h)    Wai 1119 – Ngāti Mahi Matatā claim;

## AGREEMENT IN PRINCIPLE

---

- (i) Wai 1120 – Awakaponga Urupā claim;
  - (j) Wai 1125 – Ngāti Rangitahi Taonga claim;
  - (k) Wai 1134 – Ruawahia Reserves claim;
  - (l) Wai 1135 – Ngāti Rangitahi Foreshore and Seabed claim;
  - (m) Wai 1211 – Ngāti Mahi o Ngāti Rangitahi Land and resources claim;
  - (n) Wai 1358 – Rangitahi of Matatā claim;
  - (o) Wai 1375 – Ngāti Rangitahi (Rotomahana Parekarangi 586) claim;
  - (p) Wai 1420 – Te Awa o Te Atua claim;
  - (q) Wai 1486 – Rangi Karora and others (Ngāti Rangitahi) claim;
  - (r) Wai 1800 – Pokohu Kaa Lands claim;
  - (s) Wai 1882 – Ngāti Rangitahi Taonga claim;
  - (t) Wai 1989 – Moengaroa Whānau claim; and
- 1.1.3 includes every other claim to the Waitangi Tribunal to which clause 1.1.1 applies, so far as it relates to Ngāti Rangitahi or a representative entity, including the following claims:
- (a) Wai 7 – Te Ariki Lands claim;
  - (b) Wai 319 – Kaingaroa Forest claim; and
  - (c) Wai 1452 – Rotorua and Tauhara claim.
- 1.1.4 However, **historical claim** does not include the following claims –
- (a) a claim that a member of the Ngāti Rangitahi, or a whānau, hapū, or group referred to in paragraph 1.4.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in paragraph 1.4.1;
  - (b) a claim that a representative entity may have to the extent the claim is, or is founded on, a claim referred to in clause 1.1.1(a).
- 1.2 To avoid doubt, the settlement of the historical claims of Ngāti Rangitahi will not affect applications by iwi, hapū or whānau of Ngāti Rangitahi for the recognition of protected customary rights or customary marine title under the Marine and Coastal Area (Takutai Moana) Act 2011.
- 1.3 The deed of settlement will, to avoid doubt, provide paragraph 1.1.1 is not limited by paragraphs 1.1.2 or 1.1.3.

## AGREEMENT IN PRINCIPLE

---

### Ngāti Rangitahi

- 1.4 The deed of settlement will provide Ngāti Rangitahi means -
- 1.4.1 the collective group composed of individuals who descend from Ngāti Rangitahi tīpuna (ancestors); and
- 1.4.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 1.4.1, including the following groups:
- (a) Ngāti Hinerangi;
  - (b) Ngāti Ihu;
  - (c) Ngāti Mahi;
  - (d) Ngāti Te Whareiti;
  - (e) Ngāti Tionga;
  - (f) Ngāti Tutangata;
  - (g) Ngāti Hinehua; and
- 1.4.3 every individual referred to in clause 1.4.1.
- 1.5 For the purposes of clause 1.4 –
- 1.5.1 a person is **descended** from another person if the first person is descended from the other by –
- (a) birth; or
  - (b) legal adoption; or
  - (c) Māori customary adoption in accordance with Ngāti Rangitahi's tikanga (customary values and practices); and
- 1.5.2 **Ngāti Rangitahi tipuna (ancestor)** means an individual who:
- (a) exercised customary rights by virtue of being descended from:
    - (i) Rangitahi through the union of Mahi and Rangitihikahira; or
    - (ii) a recognised ancestor of any of the groups listed in paragraph 1.4.2(a) to (g);
  - (b) exercised the customary rights in 1.5.2 (a) predominantly in relation to the Area of Interest after 6 February 1840.
- 1.5.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including -

## AGREEMENT IN PRINCIPLE

---

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

### **Other definitions**

1.6 In this agreement in principle –

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

**business day** means a day that is not –

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

**CNI deed** means the Deed of Settlement of Historical Claims of the Central North Island (CNI) Forests Iwi Collective to the Central North Islands Forests Land signed 25 June 2008; and

**CNI on-account** means \$7,334,820 being the value of the commercial redress provided to Ngāti Rangitihī through the CNI deed; and; and

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

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

**Crown leaseback**, in relation to a leaseback deferred selection property, means the lease the deed of settlement will provide to be entered into by the governance entity and the Crown as described in clause 6.7; and

**Crown redress** –

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

## AGREEMENT IN PRINCIPLE

---

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

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

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

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

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

**disclosure information** means –

- (a) in relation to a redress property, the information provided by the Crown to the governance entity under clause 9.1; and
- (b) in relation to a purchased deferred selection property, the disclosure information about the property the deed of settlement requires to be provided by the Crown to the governance entity; and

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

**existing protection principles**, means the protection principles agreed between the Crown and the Affiliate Te Arawa Iwi/Hapū, as set out in their deed of settlement, over the existing Whenua Rāhui / overlay classification area on the western slopes of Tarawera Maunga; and

**existing Whenua Rāhui / overlay classification**, means the Whenua Rāhui over the western slopes of Mount Tarawera as set out in the Affiliate Te Arawa Iwi and Hapū Deed of Settlement; and

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

## AGREEMENT IN PRINCIPLE

---

**financial and commercial redress amount** means the amount referred to as the financial and commercial redress amount in clause 6.4; and

**governance entity** means the governance entity to be formed by Ngāti Rangitahi under clause 9.3.1; and

**initial annual rent**, in relation to a leaseback property, means the rent payable under the Crown leaseback from its commencement; and

**leaseback deferred selection property** means the potential deferred selection property that Table 7 identifies as the leaseback property; and

**leaseback property** means the leaseback deferred selection property; and

**mandated negotiators** means –

(a) the following individuals:

- (i) Leith Pirika Comer  
Rotorua  
Director
- (ii) Kenneth Lawrence Te Ianga Raureti  
Rotorua  
Mediator
- (iii) Stephen Perenara Marr  
Rotorua  
Regional Councillor
- (iv) Delwyn Elaine Rondon  
Matata  
HR Advisor
- (v) Peri Joseph Perenara  
Mangere  
Self-employed

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

**mandated body** means Te Mana o Ngāti Rangitahi Trust; and

**on-account** means the payment referred to as the CNI on-account payment in clause 6.4.1; and

**party** means each of Ngāti Rangitahi and the Crown; and

**potential cultural redress property** means each property described as a potential cultural redress property in Table 1; and

## AGREEMENT IN PRINCIPLE

---

**potential deferred selection property** means each property described as a potential deferred selection property in Table 7; and

**protocol** means the protocol referred to in clause 5.13; and

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

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

- (a) the Crown's acknowledgment and apology referred to in clause 4.1; and
- (b) the financial and commercial redress; and
- (c) the cultural redress; and

**redress property** means each cultural redress property; and

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

**resumptive memorial** means a memorial entered on a record of title under any of the following sections:

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

**ROFO** means the right of first offer referred to in clause 6.11; and

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

**school site**, means a leaseback property in respect of which the land holding agency is the Ministry of Education; and

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

**settlement date** means the date that will be defined in the deed of settlement and settlement legislation; and

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

## AGREEMENT IN PRINCIPLE

---

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

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

**settlement properties** means –

- (a) each cultural redress property; and
- (b) each deferred selection property; and

**statement of association** means each statement of association referred to in clause 5.8.1; and

**statutory acknowledgement** means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 5.8.1 on the terms to be provided by the settlement legislation; and

**statutory area** means an area referred to in Table 3 as a statutory area; and

**tax indemnity** means the indemnity to be provided in the deed of settlement under clauses 8.3 and 8.4; and

**transfer value**, in relation to a potential deferred selection property, means the amount payable by the governance entity for the transfer of the property determined or agreed; and

**Te Tiriti o Waitangi / The Treaty of Waitangi** means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975.

## SCHEDULE 2 HISTORICAL ACCOUNT TREATY BREACHES AND ACKNOWLEDGEMENTS

### Historical account headings

1. Pre-Treaty Contact
2. 1860s War and Confiscation
3. Introduction of the Native Land Court
4. Crown Purchasing
5. Mt. Tarawera Eruption
6. Twentieth Century Land Administration
7. Public Works
8. Environmental Issues and Natural Resources
9. World War One and Two
10. Twentieth Century Socio-economic Issues

### Breach acknowledgements

#### 1. Native Land Laws – High Survey Costs

The Crown acknowledges that high survey costs were burdensome to Ngāti Rangitahi. In particular, the Crown acknowledges that it failed to actively protect Ngāti Rangitahi when they had to sell an unreasonable amount of land to pay survey costs in the Matahina D block and this was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

#### 2. Landlessness

The Crown acknowledges that Ngāti Rangitahi were virtually landless by the start of the twentieth century. This had a devastating impact on Ngāti Rangitahi social and economic development and cultural hauora (well-being). The Crown's failure to ensure Ngāti Rangitahi was left with sufficient land for its present and future needs was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

## **AGREEMENT IN PRINCIPLE**

---

### **3. Excessive Public Works Taking / Te Ariki Isthmus**

The Crown acknowledges that in 1908 it took an excessive amount of land at Te Ariki for public works purposes, and that by doing so it failed to act in good faith towards Ngāti Rangitihī and breached the principles of Te Tiriti o Waitangi / the Treaty of Waitangi. The Crown further acknowledges that this excessive taking diminished the already minimal landholdings of Ngāti Rangitihī and separated them from important taonga and wāhi tapu for many years.

### **4. Pollution of the Tarawera River**

The Crown acknowledges that:

- a. the Tarawera River and its tributaries are taonga of great spiritual and cultural importance to Ngāti Rangitihī, and once acted as a major trade route and abundant source of customary resources for them. The river conveys the mana of the senior lines of the iwi;
- b. it promoted legislation in 1954 that minimised regulatory oversight of the Tasman Pulp and Paper Company's disposal of industrial effluent into the Tarawera River. For many years the Crown did not effectively monitor the harm being done to the river by this pollution. The Crown became aware of the pollution by 1974 at the latest, but failed to take reasonable steps to protect the river from harm until the 1980s, despite the existence of alternative effluent disposal schemes to mitigate against pollution;
- c. the pollution of the river has been an ongoing source of distress and grievance to Ngāti Rangitihī;
- d. its failure until 1986 to begin applying standard statutory protections to the river caused immense harm to the Tarawera River and was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

### **5. Native Land Laws - The Impact of Individualisation on Tribal Structures**

The Crown acknowledges that the operation and impact of the native land laws, particularly the awarding of land to individuals rather than to iwi or hapū, made Ngāti Rangitihī lands more susceptible to partition, fragmentation and alienation. This contributed to the erosion of tribal structures of the hapū of Ngāti Rangitihī, which were based on the tribal custodianship of land. The Crown acknowledges it failed to take adequate steps to protect the tribal structures of Ngāti Rangitihī, and this failure was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

### **6. Crown leasing and purchase of Ngāti Rangitihī land blocks**

The Crown acknowledges that the combined effect of:

- a. its use of advance payments and lease agreements before title to the land in question was determined by the Native Land Court;
- b. its suspension of the Native Land Court over much of the central North Island, between 1873 and 1877, and its refusal to pay rent on land before title was determined;
- c. its use of monopoly powers in negotiations to acquire Ngāti Rangitihī land;

## AGREEMENT IN PRINCIPLE

---

- d. its employment of aggressive purchase techniques on occasion, to pressure Ngāti Rangitihī to sell land; and
- e. these acts meant the Crown failed to actively protect Ngāti Rangitihī interests in land they wished to retain, and that the Crown did not act in good faith and that this was a breach of Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

## **SCHEDULE 3    TERMS OF SETTLEMENT**

### **Rights unaffected**

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

### **Acknowledgments**

- 1.2 Each party to the deed of settlement is to acknowledge in the deed of settlement that –
- 1.2.1 the other party has acted honourably and reasonably in relation to the settlement; but
  - 1.2.2 full compensation of Ngāti Rangitihī is not possible; and
  - 1.2.3 Ngāti Rangitihī intends their foregoing of full compensation to contribute to New Zealand's development; and
  - 1.2.4 the settlement is intended to enhance the ongoing relationship between Ngāti Rangitihī and the Crown (in terms of Te Tiriti o Waitangi / the Treaty of Waitangi, its principles, and otherwise).
- 1.3 Ngāti Rangitihī is to acknowledge in the deed of settlement that –
- 1.3.1 taking all matters into consideration (some of which are specified in paragraph 3.2), the settlement is fair in the circumstances; and
  - 1.3.2 the redress –
    - (a) is intended to benefit Ngāti Rangitihī collectively; but
    - (b) may benefit particular members, or particular groups of members, of Ngāti Rangitihī if the governance entity so determines in accordance with the governance entity's procedures.

### **Implementation**

- 1.4 The deed of settlement is to provide the settlement legislation will, on terms agreed by the parties (based on the terms in recent settlement legislation) –
- 1.4.1 settle the historical claims; and
  - 1.4.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
  - 1.4.3 provide that certain enactments do not apply –

## AGREEMENT IN PRINCIPLE

---

- (a) to a redress property, a purchased deferred selection property, or any ROFO land transferred to the governance entity; or
  - (b) for the benefit of Ngāti Rangitahi or a representative entity; and
- 1.4.4 require any resumptive memorials to be removed from the record of title for any redress property, any purchased deferred selection property, any RFR land, or any ROFO land transferred to the governance entity; and
- 1.4.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not apply –
  - (a) where relevant, to any entity that is a common law trust; and
  - (b) to any settlement documentation; and
- 1.4.6 require the Secretary for Justice to make copies of the deed of settlement publicly available.
- 1.5 The deed of settlement is to provide –
  - 1.5.1 the governance entity must use its best endeavours to ensure every historical claim is discontinued by the settlement date or as soon as practicable afterwards; and
  - 1.5.2 the Crown may –
    - (a) cease any land bank arrangement in relation to Ngāti Rangitahi, the governance entity, or any representative entity, except to the extent necessary to comply with its obligations under the deed;
    - (b) after the settlement date, advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement.

**ATTACHMENTS**

## **ATTACHMENT 1 CROWN AND NGĀTI RANGITIHI PROCESS FOR RESOLVING OVERLAPPING CLAIMS**

The following groups have been identified as having interests in Ngāti Rangitihi area of interest:

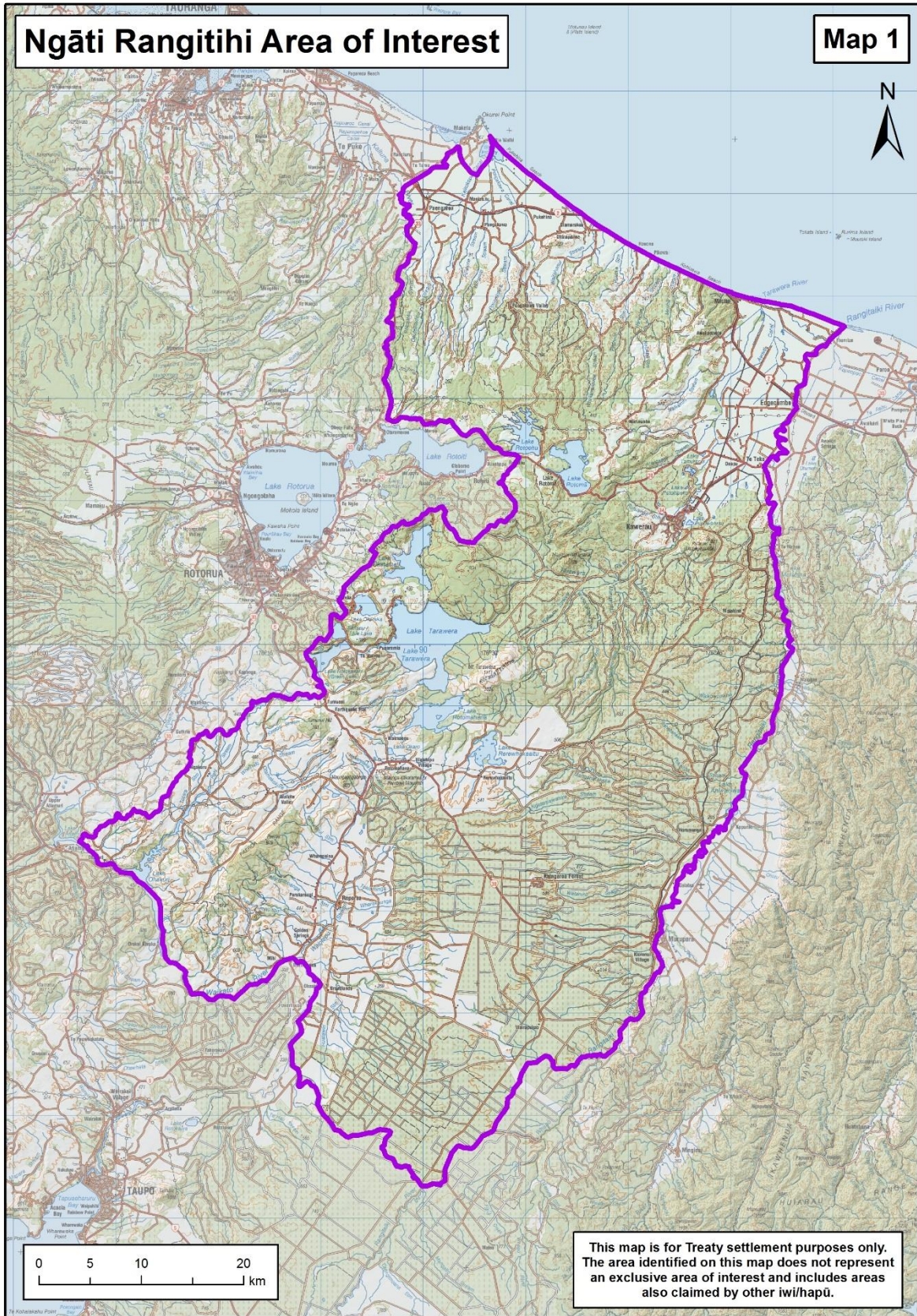
- a. Ngāi Tūhoe
- b. Ngāti Awa
- c. Ngāti Mākino
- d. Ngāti Manawa
- e. Ngāti Rangiteaorere
- f. Ngāti Rangiwewehi
- g. Ngāti Tahu-Ngāti Whaoa
- h. Ngāti Tūwharetoa (Bay of Plenty Settlement Trust)
- i. Ngāti Tūwharetoa
- j. Ngāti Whakahemo
- k. Ngāti Whakaue
- l. Ngāti Whare
- m. Raukawa
- n. Tapuika
- o. Te Arawa Lakes Trust
- p. Te Pumautanga o Te Arawa Trust (the post-settlement governance entity for the Affiliate Te Arawa Iwi/Hapū Settlement), representing Ngāti Kearoa Ngāti Tuara; Ngāti Ngararanui; Ngāti Pīkiao; Ngāti Rongomai; Ngāti Tarāwhai; Ngāti Tahu Ngāti Whaoa; Ngāti Te Roro o Te Rangī; Ngāti Teteniu; Ngāti Tura Ngāti Te Ngakau; Ngāti Uenukukopako; Ngāti Wahiao; Tūhourangi.
- q. Waitaha

## AGREEMENT IN PRINCIPLE

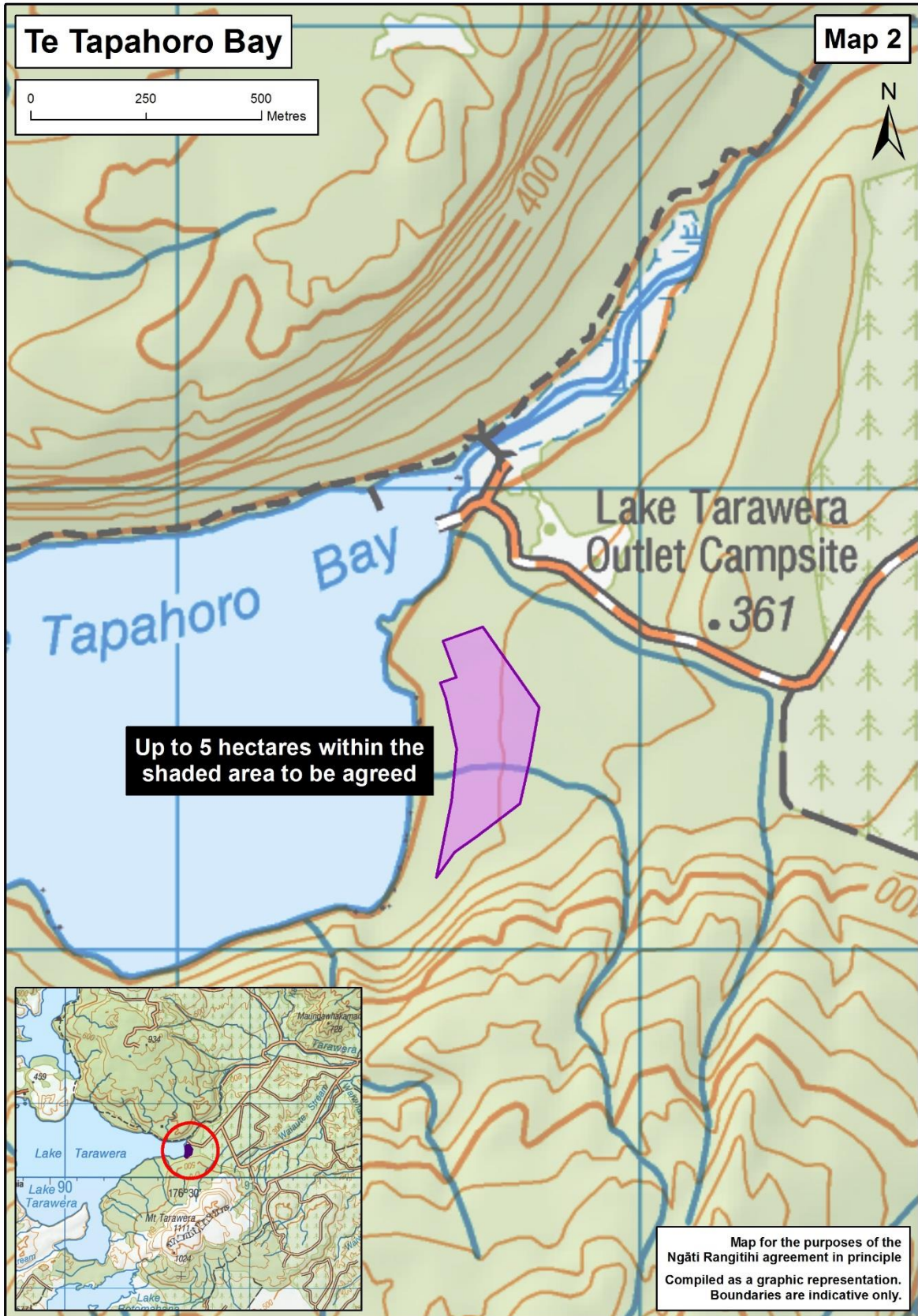
Table 1 – Process for resolving overlapping claims within Ngāti Rangitihī’s area of interest leading to agreement in principle:

Process Timeframe	Activities	
<b>Sign terms of negotiation</b>	<p>Overlapping claims strategy agreed between the Crown and Ngāti Rangitihī</p> <p>Crown letters to groups with shared interests – sent on 20 October 2016, 17 January 2017 and 21 July 2017</p> <ul style="list-style-type: none"> <li>• update on negotiations status</li> <li>• process going forward</li> <li>• contact details</li> <li>• note Crown’s understanding of Ngāti Rangitihī’s area of interest</li> <li>• provide Ngāti Rangitihī’s area of interest</li> </ul>	
<b>Make Crown offer</b> <ul style="list-style-type: none"> <li>• <i>Interest discussions</i></li> </ul>	<p>Updated Minister of Treaty of Waitangi Negotiations on overlapping claims</p> <p>Iwi and Crown meet with groups (jointly or separately)</p> <ul style="list-style-type: none"> <li>• discuss general settlement timeframes and the overlapping claims process, schedule further meetings</li> <li>• discuss boundaries and the nature of the interests within the boundaries</li> </ul> <p>Crown and iwi discuss engagement with and interests of overlapping claimants at meetings</p> <p>Sent <b>initial Crown letters</b> to overlapping groups – sent on 22 May 2018, 24 August 2018 and 10 October 2018</p> <p>Contents include:</p> <ul style="list-style-type: none"> <li>• Key timeframes, proposed engagement process going forward</li> <li>• Crown’s understanding of Ngāti Rangitihī’s area of interest</li> <li>• Request for information on overlapping iwi interests by 12 June 2018 and then again by 26 October 2018</li> <li>• Invitation to discuss</li> </ul>	Letters of support from overlapping groups
<ul style="list-style-type: none"> <li>• <i>Crown Offer</i></li> </ul>	<p>Initial Crown offer and best and final Crown offer made on 28 May 2018 and 30 October 2018 respectively, subject to resolution of overlapping claims</p>	
<b>Draft agreement in principle</b>	<p>Sent <b>comprehensive Crown offer letter</b> on 7 December 2018 (after Ngāti Rangitihī accepted Crown offer)</p> <p>Content includes:</p> <ul style="list-style-type: none"> <li>• Crown policy on overlapping claim resolution</li> <li>• Key timeframes</li> <li>• Proposed engagement</li> <li>• Proposed submission process</li> <li>• Summary of site specific Crown offer redress offered within the Ngāti Rangitihī’s area of interest</li> <li>• Office of Treaty Settlements contact details for overlapping claims work stream lead and where to send submissions.</li> </ul>	
<ul style="list-style-type: none"> <li>• <i>Prior to the signing of the agreement in principle</i></li> </ul>	<p>Letters of support from groups collated</p> <p>Report to the Minister for Treaty of Waitangi Negotiations on status of overlapping claims</p> <p>Letters advising overlapping iwi of decision on overlapping claims sent on 7 and 11 December 2018.</p>	
	<b>SIGN AGREEMENT IN PRINCIPLE</b>	

**ATTACHMENT 2    MAPS**



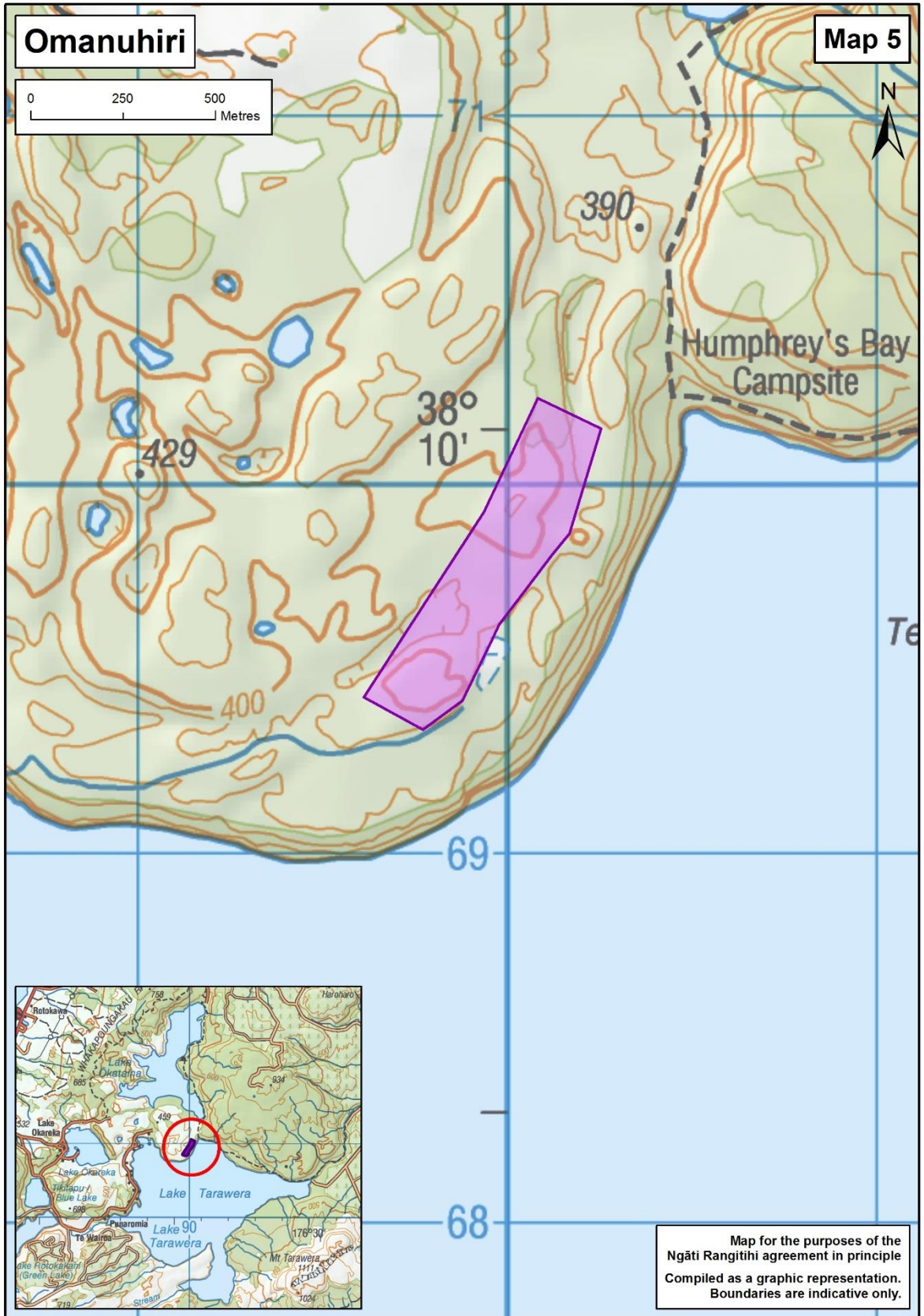
AGREEMENT IN PRINCIPLE





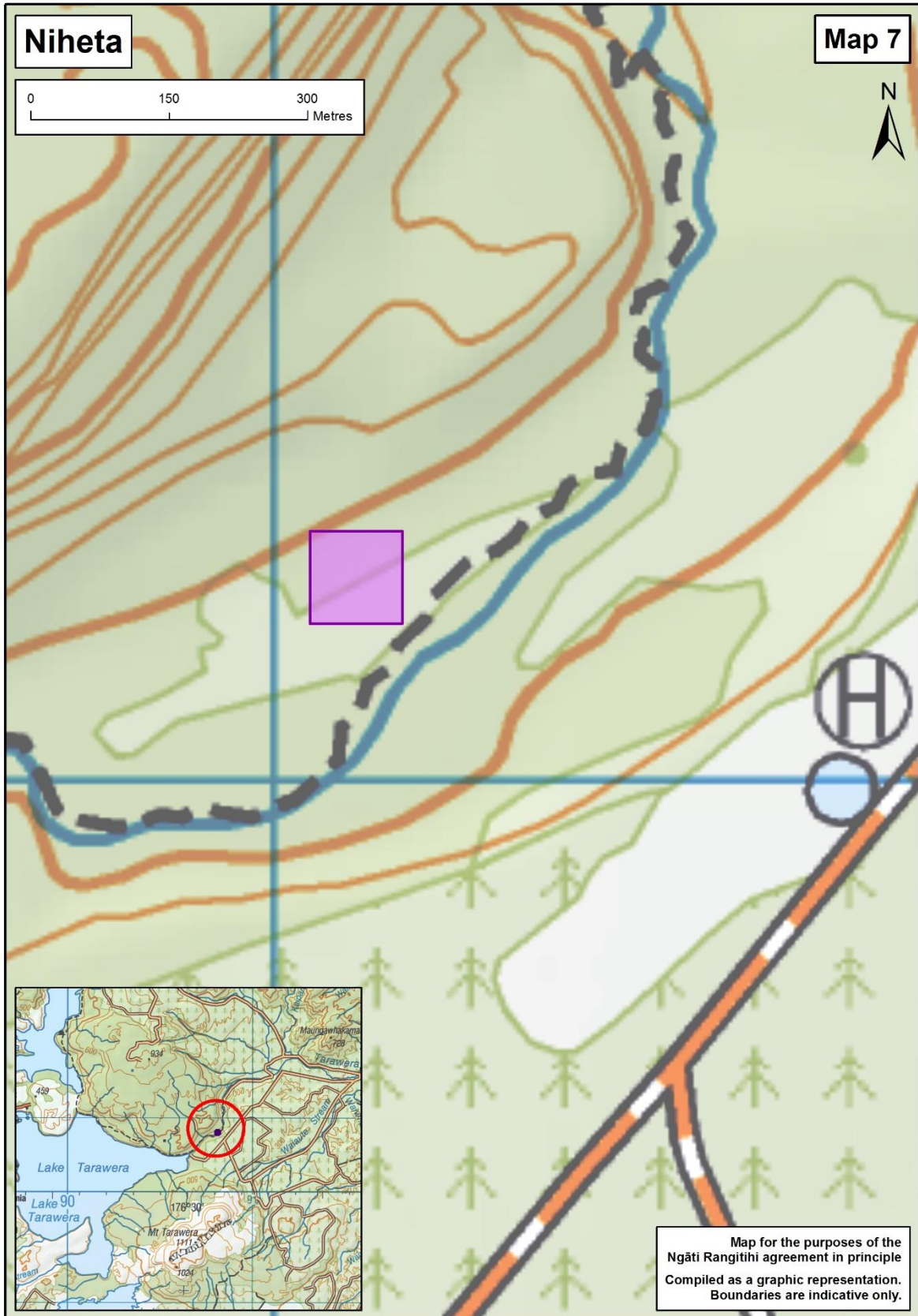


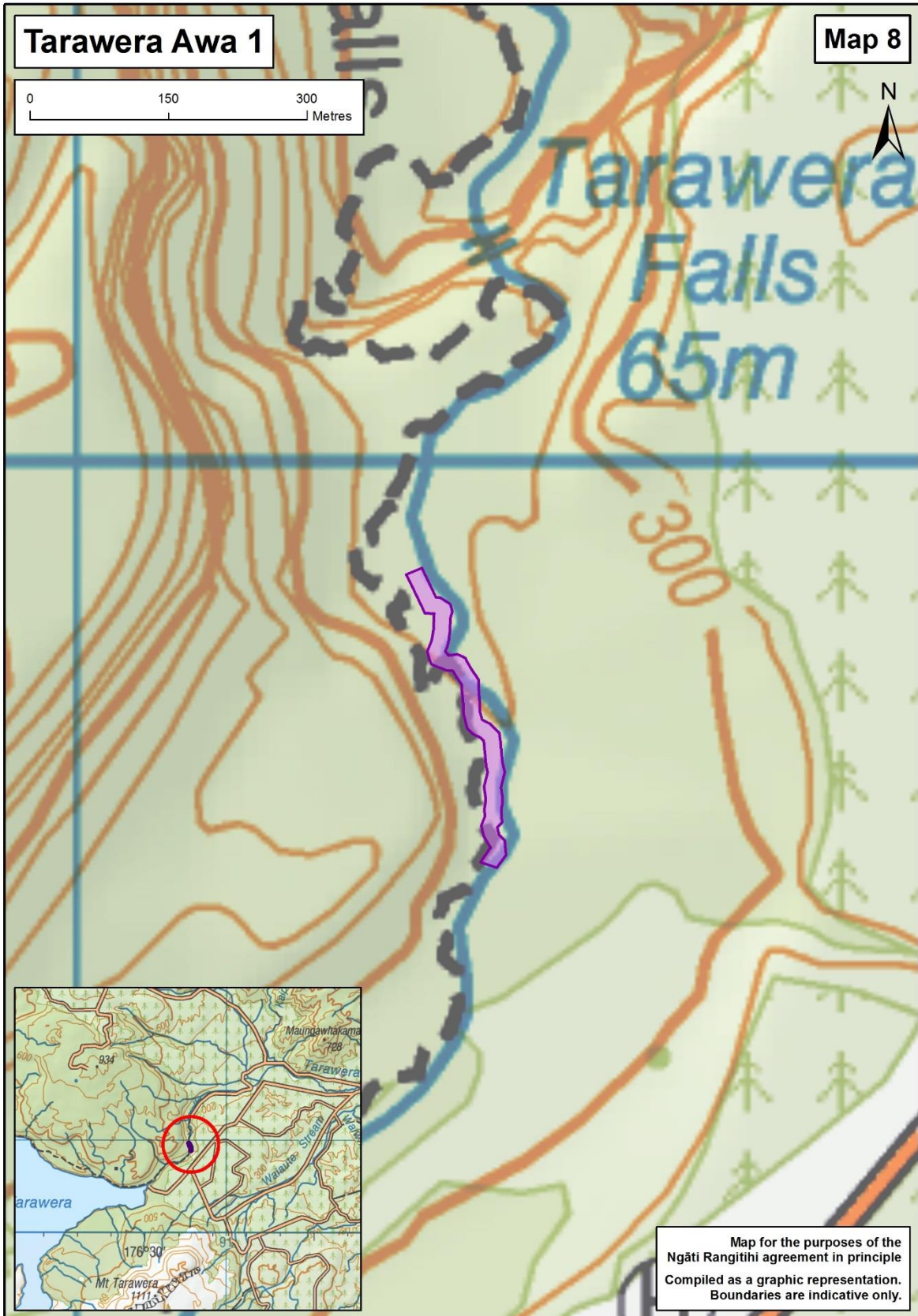
AGREEMENT IN PRINCIPLE

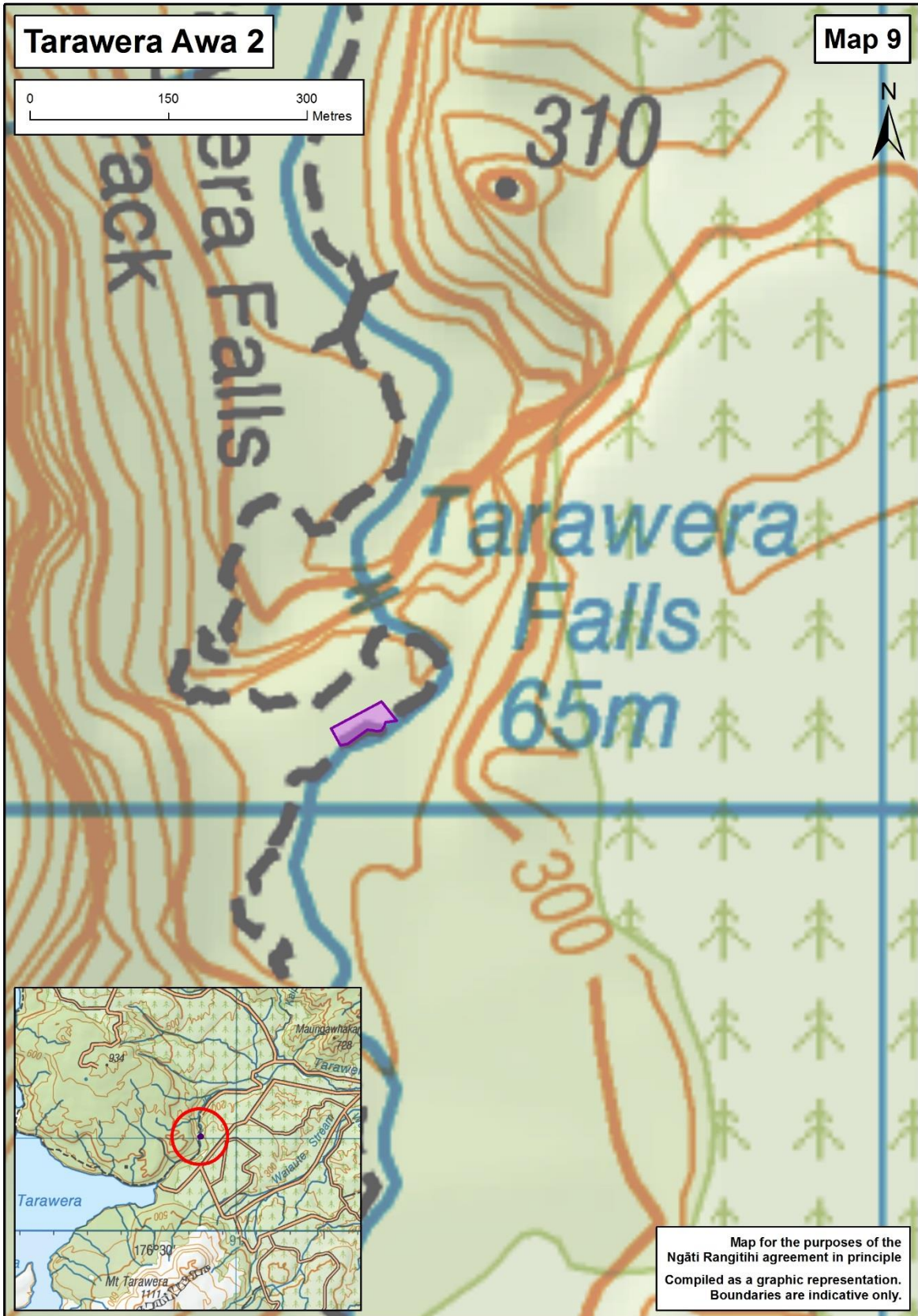




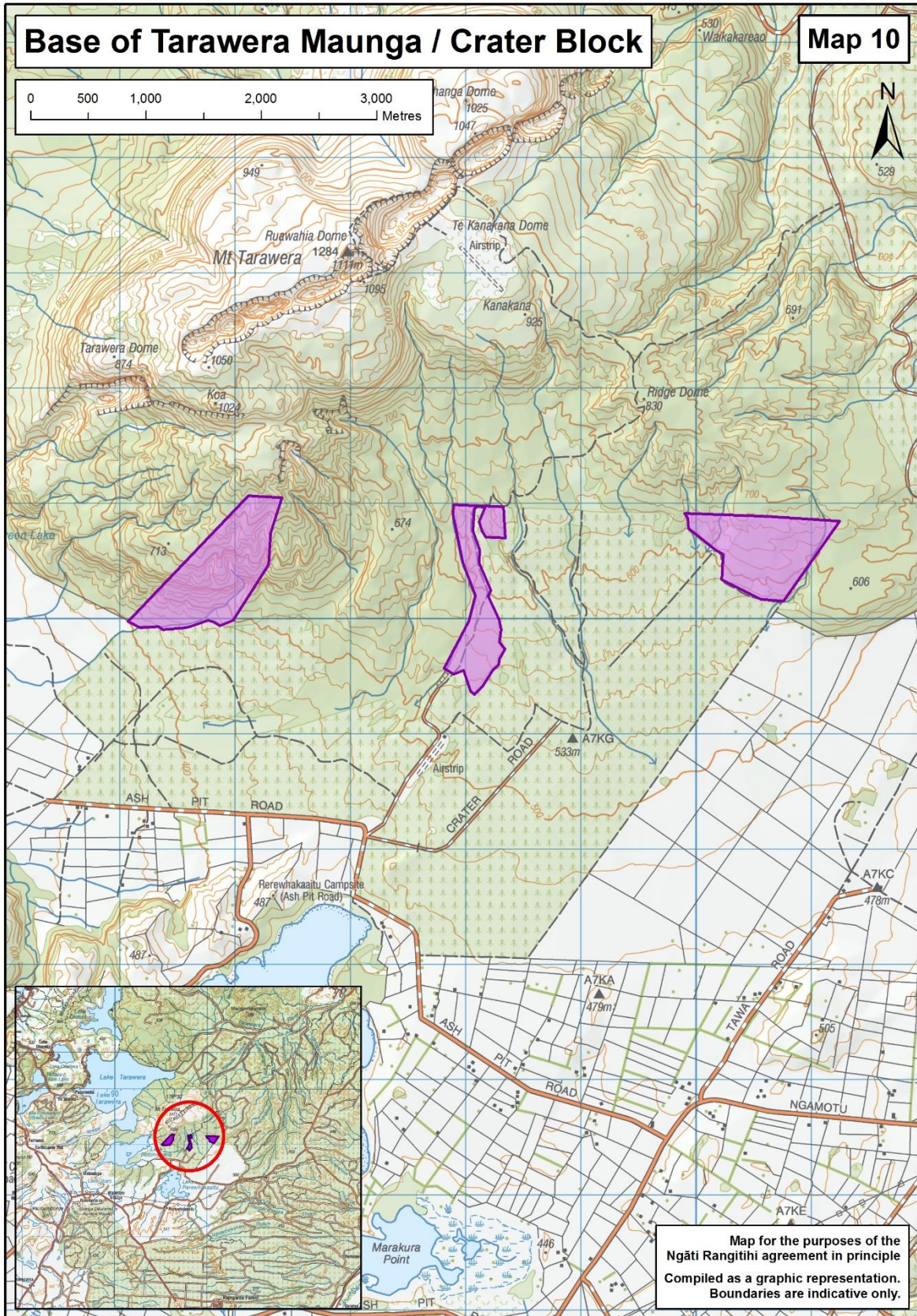
AGREEMENT IN PRINCIPLE







AGREEMENT IN PRINCIPLE

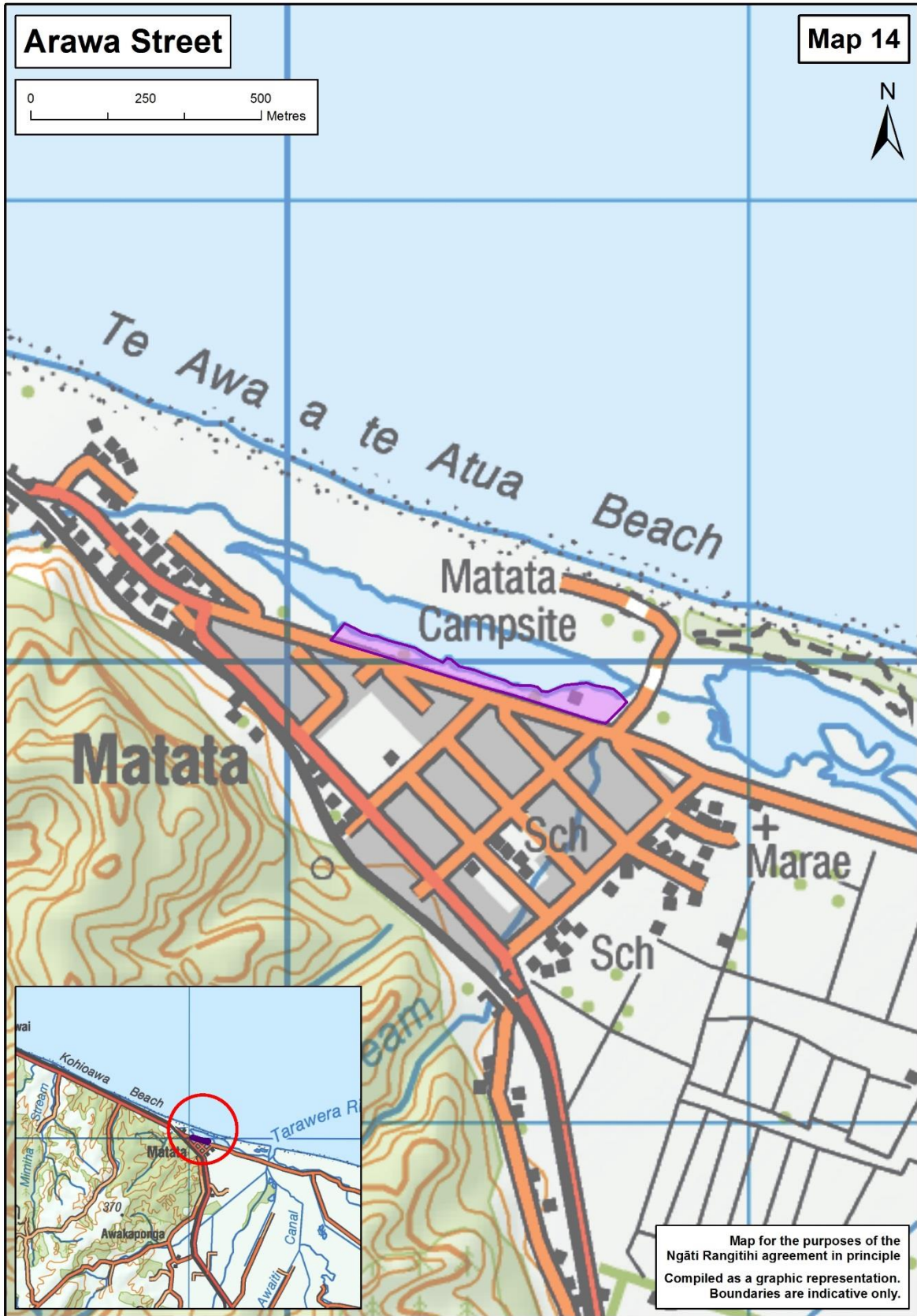




AGREEMENT IN PRINCIPLE





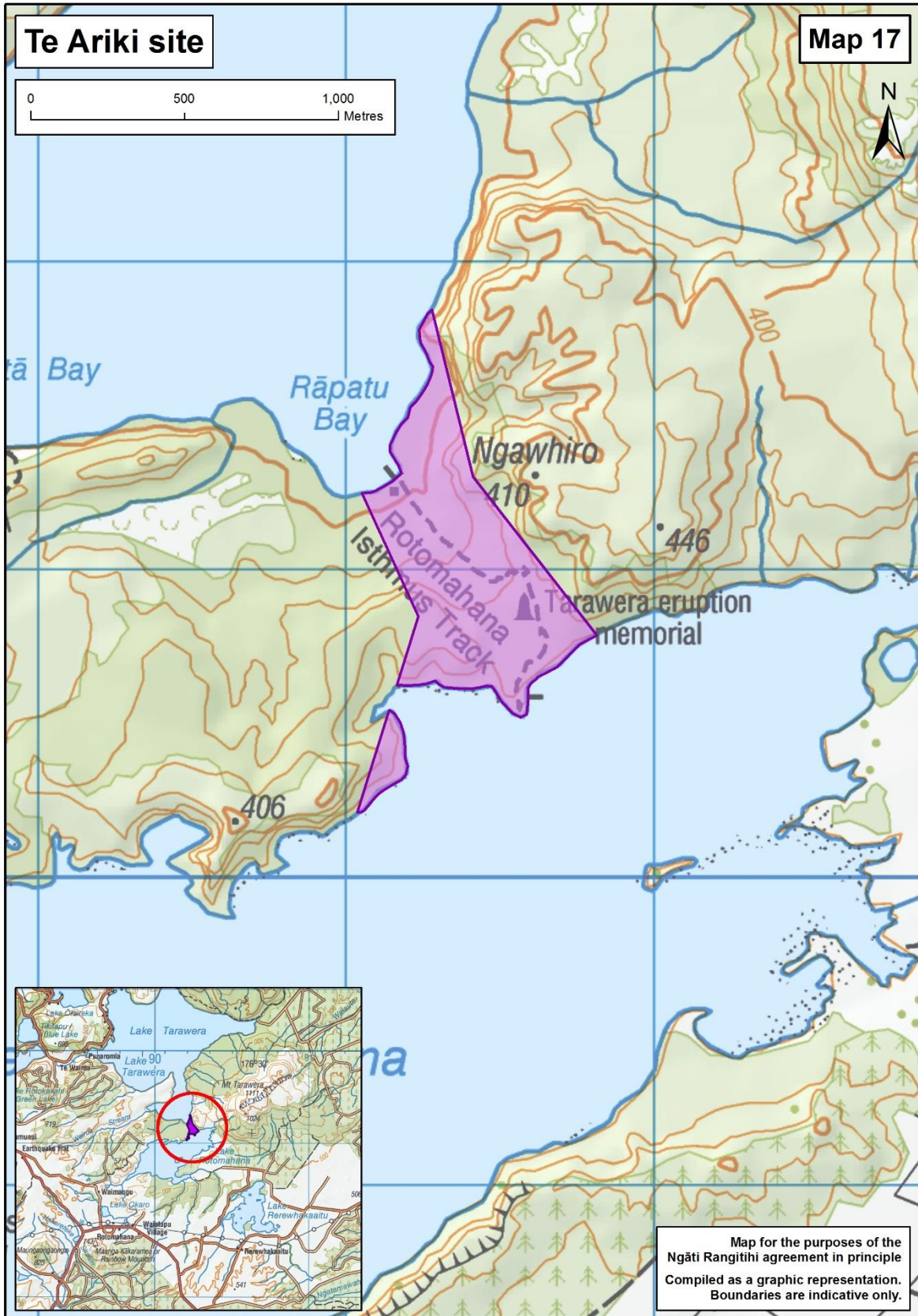




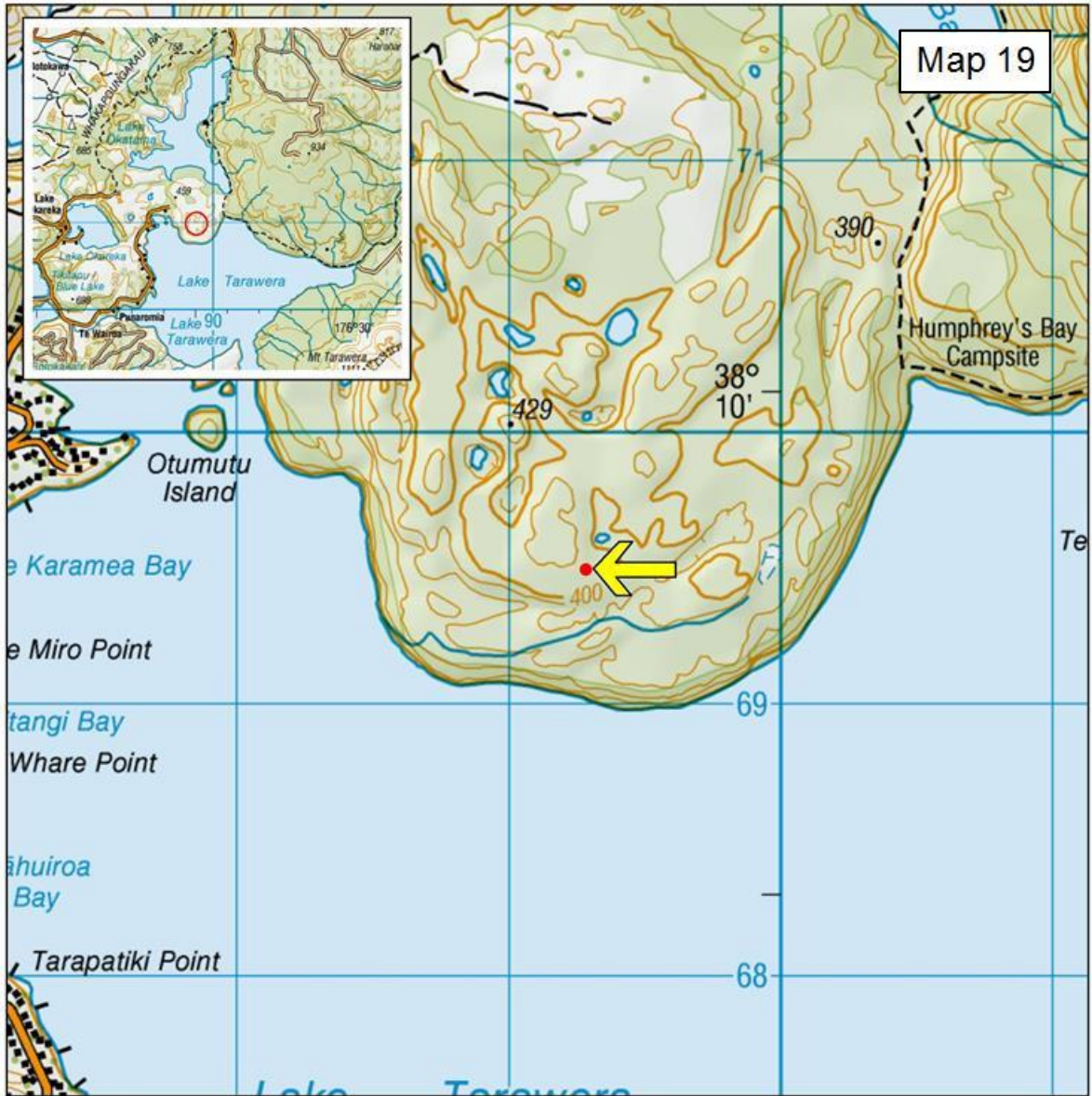
AGREEMENT IN PRINCIPLE



AGREEMENT IN PRINCIPLE







Proposed New Name

**Ngāpākau**

Current Name

Grid Reference: NZTopo50 - BE37 993 695

Description: Hill

AGREEMENT IN PRINCIPLE



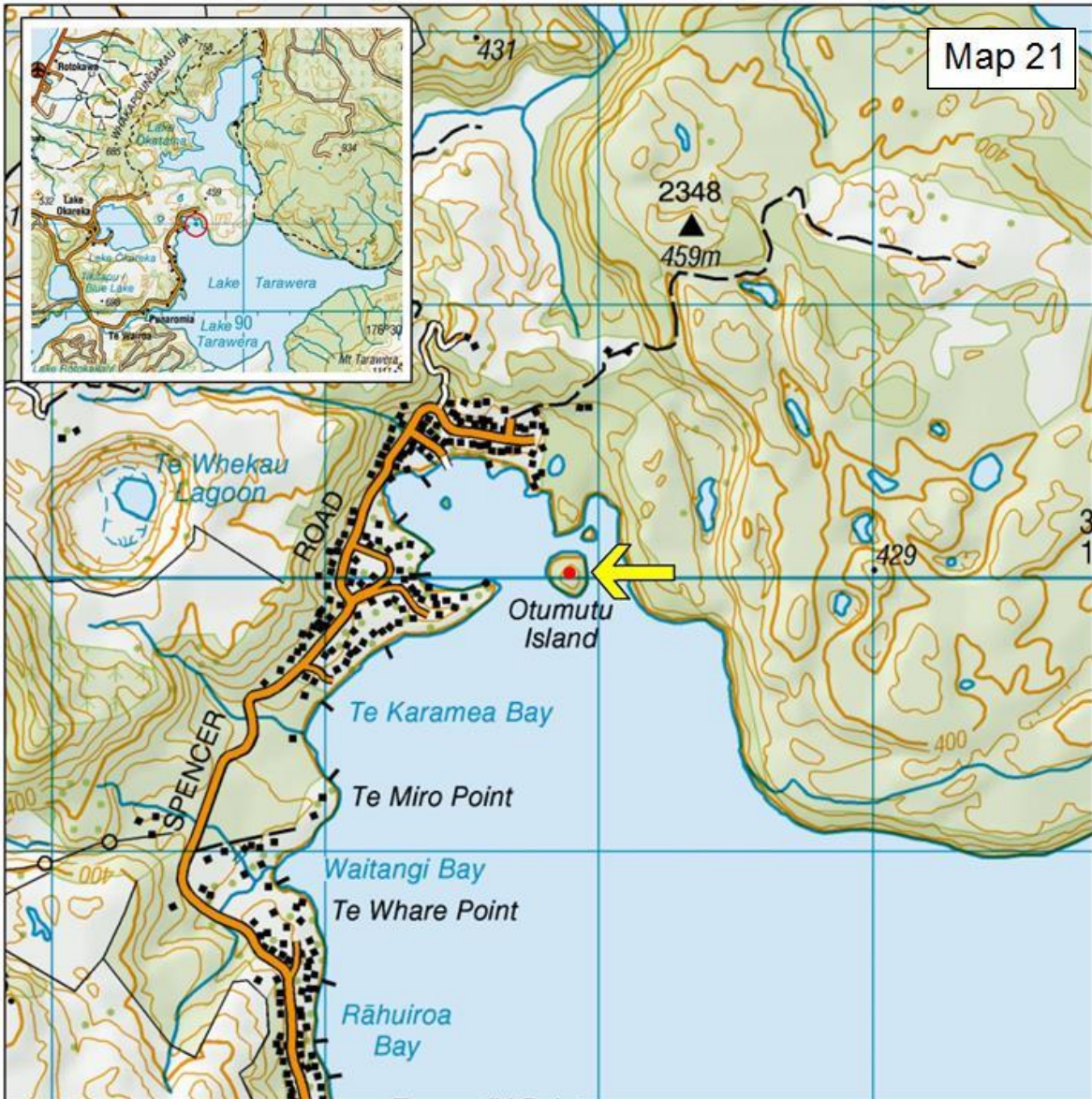
Proposed New Name

**Te Houroa**

Current Name

Grid Reference: NZTopo50 - BE37 988 709

Description: Hill



Proposed New Name

**Otūmūtū**

Current Name

**Otumutu Island**

Grid Reference: NZTopo50 - BE37 979 700

Description: Island