

Ngāti Tūwharetoa

and

THE CROWN

**AGREEMENT IN PRINCIPLE
TO SETTLE
HISTORICAL CLAIMS**

6 March 2015

TABLE OF CONTENTS

1	BACKGROUND	5
2	PURPOSE OF THE AGREEMENT	6
3	CULTURAL REDRESS.....	7
4	TE POU TUATAHI: TONGARIRO TE MAUNGA	8
5	TE POU TUARUA: TE MĀTĀPUNA O TE WAI, TE AHI TĀMOU	10
6	TE POU TUATORU: TŪWHARETOA TE IWI, TŪWHARETOA TE HAPŪ	30
7	HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY	51
8	FINANCIAL AND COMMERCIAL REDRESS.....	62
9	OVERLAPPING CLAIMS PROCESS	69
10	AGREEMENT IN PRINCIPLE	71
11	SETTLEMENT	72
12	INTEREST AND TAX.....	76
13	NEXT STEPS	77
14	CONDITIONS	79
15	GENERAL	81
	SCHEDULES	84
	ATTACHMENTS.....	134

Ko Tongariro te maunga

Ko Taupō te moana

Ko Tūwharetoa te iwi

Ko Te Heuheu te tangata

Tongariro is the mountain

Taupo is the lake

Tūwharetoa are the iwi

And Te Heuheu is the man

E kore te ringa tangata e tineia te ahi o tōku tupuna i runga i te whenua.

The hand of man will never extinguish my ancestors' flame from these lands.

- Mananui te Heuheu

**Tūwharetoa e! Kia ata whakatere i te waka nei,
kei pariparia e te tai mōnenehu te kura.
Ka whakamārotia atu anō,
ka whakahoki mai ana ki te kapua whakapipi.**

***Tūwharetoa! Navigate the waka carefully,
Lest it be overwhelmed by the driving spray,
Stretch out,
But return to the sheltering cloud.***

These words were pronounced by Tamamutu, as he urged his people to be careful in their pursuit of an adversary, to advance but also to guard their return, and to ensure their strength through unity.

That kotahitanga reflects the strength of Ngāti Tūwharetoa in moving towards settlement of their historical Treaty grievances and in looking towards the future. In this agreement, Ngāti Tūwharetoa have identified three pou that reflect the aspirations of ngā hapū for redress:

Te Pou Tuatahi: Tongariro te Maunga

Te Pou Tuarua: Te Mātāpuna o Te Wai, Te Ahi Tāmou

Te Pou Tuatoru: Tūwharetoa te Iwi, Tūwharetoa te Hapū

1 BACKGROUND

Mandate and terms of negotiation

- 1.1 In 2003, Ngāti Tūwharetoa participated in extensive mandating hui to establish the Ngāti Tūwharetoa Hapū Forum Trust (**Tūwharetoa Hapū Forum**) and to confirm its mandate to negotiate a comprehensive settlement with the Crown.
- 1.2 On 15 July 2011, Ngāti Tūwharetoa, by resolutions passed at six hui-a-iwi held within the area of interest and in major centres, reconfirmed the Tūwharetoa Hapū Forum's mandate to negotiate with the Crown a deed of settlement settling the historical claims of Ngāti Tūwharetoa. The Crown recognised this mandate on 3 November 2011.
- 1.3 The mandated negotiators and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 14 January 2013.
- 1.4 The Crown and the Chair, Te Ariki Sir Tumu te Heuheu, and Co-Deputy Chair of the Tūwharetoa Hapū Forum signed a high level agreement on 28 December 2013. The high level agreement recorded the matters to be negotiated and Ngāti Tūwharetoa's aspirations for redress. Ngāti Tūwharetoa's overarching aspiration is for their tino rangatiratanga and kaitiakitanga over their taonga tuku iho to be restored and enhanced in recognition of the mana of Ngāti Tūwharetoa.

Nature and scope of deed of settlement agreed

- 1.5 The mandated negotiators and the Crown have agreed, in principle, the nature and scope of the deed of settlement.
- 1.6 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

- 1.7 The Tūwharetoa Hapū Forum has:
 - 1.7.1 approved this agreement in principle; and
 - 1.7.2 authorised Te Ariki Sir Tumu te Heuheu (Chair), the Co-Deputy Chair and the mandated negotiators to sign it on their behalf.

2 PURPOSE OF THE AGREEMENT

2.1 The purpose of this agreement is to:

- 2.1.1 strengthen the ongoing relationship between the Crown and Ngāti Tūwharetoa me ōnā hapū;
- 2.1.2 affirm the commitment of the Crown and Ngāti Tūwharetoa to enter a new era of collaboration, and to deliver improved social, cultural, economic and environmental outcomes in the Ngāti Tūwharetoa rohe;
- 2.1.3 use existing Crown/Ngāti Tūwharetoa relationships, or to develop new relationships where required, to strengthen Ngāti Tūwharetoa input into government decision-making and policy implementation in the Ngāti Tūwharetoa rohe;
- 2.1.4 provide a firmer basis for Ngāti Tūwharetoa to provide for the social, cultural, economic and spiritual wellbeing of the Ngāti Tūwharetoa people; and
- 2.1.5 settle all remaining historical grievances of Ngāti Tūwharetoa.

3 CULTURAL REDRESS

Kia tū rangatira ki ōna maunga;

Kia kauria ngā wai tukukiri o ōna tīpuna;

Kia ngongo anō te ia ki te waiū o Pihanga;

Kia kōrerotia tōna reo ki tōna taiāo, āo i te pō, pō i te āo.

To stand nobly upon their mountains

To bathe in the healing waters of their forebears;

To be nourished by the life-giving bosom of Pihanga;

To speak the language of their natural world, day to night, night to day.

General provisions

- 3.1 Parts 4, 5 and 6 of this agreement set out the cultural redress that has been agreed. All items of cultural redress included in this agreement are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 3.1.1 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
 - 3.1.2 any other conditions specified in the cultural redress tables provided below and set out in clauses 11.5, 11.8 and 13.2 of this agreement in principle.

4 TE POU TUATAHI: TONGARIRO TE MAUNGA

THE FIRST POU: TONGARIRO THE SACRED MOUNTAIN

Ka ū, ka ū, ka ū ki matanuku
 Ka ū, ka ū, ka ū ki matarangi
 Ka ū, ka ū, ka ū ki tēnei whenua, hei whenua
 Mau e kai te manawa o tauhou.

*I arrive where unknown land lies beneath my feet
 I arrive where unknown skies rise above me
 I arrive upon this new land, O land, this stranger
 Humbly offers his heart as food for thee.*

- 4.1 This karakia was recited by Ngātoroirangi as he journeyed inland, and ascended the sacred mountain of Tongariro. It established his claim to the land, and with it the enduring ancestral connection between Ngāti Tūwharetoa and their rohe. Tongariro is synonymous with Ngāti Tūwharetoa and a taonga tapu (sacred treasure).

Ngāti Tūwharetoa's aspirations for Tongariro National Park

- 4.2 Ko Tongariro te maunga. Tongariro is the traditional name given by Ngāti Tūwharetoa to the whole of the mountain, including its three peaks of Mount Tongariro, Mount Ngauruhoe and Mount Ruapehu.
- 4.3 Ngāti Tūwharetoa aspire to secure redress that gives effect to the true spirit of the tuku of the mountain peaks by Horonuku Te Heuheu Tukino IV in 1887. The Waitangi Tribunal found that the tuku was not an English-style gift, but an invitation to the Queen to share in the protection of Ngā Pae Maunga Tapu ("mō te Rāhui whenua ka whakatapua nei mō te Iwi ki Tongariro").¹
- 4.4 Ngāti Tūwharetoa seek, in recognition of their mana, the restoration of their tino rangatiratanga and kaitiakitanga over Tongariro National Park by the provision of redress that includes:
- 4.4.1 fresh arrangements for the ownership and legal status of Tongariro National Park that are consistent with the intention of the tuku to act in partnership with the Queen;
 - 4.4.2 tangata whenua and the Crown acting in partnership in the governance and integrated management of Tongariro National Park, in accordance with the tikanga and values of Ngāti Tūwharetoa and other tangata whenua; and

¹ The language used by Horonuku Te Heuheu in his letter of 23 September 1887, cited in Waitangi Tribunal's *Te Kāhui Maunga: The National Park District Inquiry Report* (2013), Vol 2, at p. 443.

- 4.4.3 appropriate protection and conservation of Tongariro National Park, in keeping with Ngāti Tūwharetoa's tikanga and values. A priority is maintaining the pristine state of the peaks.

Tongariro National Park collective iwi negotiations

- 4.5 The Crown has made an offer to all iwi and hapū with interests in Tongariro National Park to enter into collective negotiations for Tongariro National Park.
- 4.6 The Crown and Ngāti Tūwharetoa agree that reaching a settlement of Treaty of Waitangi claims with respect to Tongariro National Park is a priority.
- 4.7 The Crown and Ngāti Tūwharetoa acknowledge that other iwi and hapū have interests in Tongariro National Park and agree that, should they wish to, those iwi and hapū with interests will actively engage in collective redress discussions with a view to negotiating a collective redress model for the benefit of the iwi and hapū with interests in Tongariro National Park. It is envisaged that this will include all iwi and hapū with interests in Tongariro National Park agreeing upon a process to negotiate a collective settlement of their interests in Tongariro National Park.
- 4.8 The parties further agree that it would be desirable to reach agreement in principle for Tongariro National Park prior to signing the deed of settlement contemplated by this agreement between Ngāti Tūwharetoa and the Crown. This will allow Ngāti Tūwharetoa to satisfy themselves that appropriate redress will be offered for Tongariro National Park prior to deciding whether to accept the overall settlement redress package on offer.
- 4.9 In light of the progress towards collective negotiations over Tongariro National Park, the Tūwharetoa Hapū Forum will seek Ngāti Tūwharetoa-specific redress over Tongariro National Park through the collective negotiations.

5 TE POU TUARUA: TE MĀTĀPUNA O TE WAI, TE AHI TĀMOU

THE SECOND POU: THE SOURCE OF WATERS, THE SACRED FIRES

"E Kui, e Hau, ka riro au i te hau tonga, tukua mai he ahi, hei mahana taku kiri"

"O Kui, o Hau, I am seized by the cold south wind, send me fire to warm my skin"

As Ngātoroirangi ascended Tongariro, he was overcome by the cold south wind. Close to death, he called out to his sisters to send the sacred fires of Hawaiki. Thus the geothermal energy was sent mai Hawaiki ki te tihi o ngā pae maunga, saving Ngātoroirangi and establishing the legacy of Te Ahi Tāmou that has sustained his descendants over many generations.

Ko Tongariro te maunga,

Ko Taupō te moana,

Ko Te Heuheu te tangata.

Ko te waenganui hoki tēnei o te motu nei,

hei huinga mo ngā roma o tētehi taha, o tētehi tahataha.

Tirohia ia ngā ko ngā ika o taua moana he kōkopu, he kōura, he kōaro.

Tongariro is the mountain,

Taupo is the lake,

Te Heuheu is the man.

This is also the middle of the island,

where the great rivers of each side converge.

Look and you will see that the fish of these waters are the kōkopu, the kōura and the kōaro.

So said Iwikau te Heuheu Tukino III as he declined the kingship, and referred Matene Te Whiwhi onwards to other tribal leaders. His words acknowledge his connections with other iwi of the North Island, symbolised by the waters of Tongariro flowing outwards to the rivers of Whanganui, Waikato and Rangitaiki.

- 5.1 Ngāti Tūwharetoa consider they are the traditional kaitiaki of the important lakes and rivers of Te Puku o Te Ika (the belly of the fish, i.e. the central North Island). The lakes and waterways are a source of tribal identity and mana, of physical sustenance and spiritual restoration. The health and wellbeing of lakes and waterways reflect and nourish the health and wellbeing of the people. Evidence in the Waitangi Tribunal recorded tribal feeling about Lake Taupo (Taupomoana) as follows:

*My Inland Sea, my medicinal waters offered as a gift by My Mountain;
the foam and spray maker of the wake of Te Reporepo, the emblem
canoe of the tribe; the womb of my existence as the cherishing waters
are to the embryo; the seat of my emotions that ripple and wave in the
ceaseless lapping tides of survival; the mirror of my soul upon which I
reflect; my water pool that carves the face of the earth; that renews
me, restores me, rebirths me; my lake that represents the pool of life,
and I but one drop; enjoined forever.*

- 5.2 Ngāti Tūwharetoa me ōna hapū consider they are the kaitiaki of the geothermal taonga called forth by Ngātoroirangi. The geothermal resources were used to provide warmth for early crops, for cooking, heating homes, and bathing, and were the source of minerals such as kōkōwai (ochre). Puia, waiariki and ngāwhā were rare and important, prized across te iwi Māori and taonga of Ngāti Tūwharetoa me ōna hapū. Through their *ahi kā*, Ngāti Tūwharetoa have maintained their customary rights to the geothermal resources of their rohe.
- 5.3 Ngāti Tūwharetoa's redress aspirations in relation to waterways and the geothermal resource are to secure:
- 5.3.1 recognition of Ngāti Tūwharetoa mana and provision for tino rangatiranga and kaitiakitanga, according to tikanga and kawa, including social, economic, cultural and spiritual relationships;
 - 5.3.2 a framework for effective, integrated and holistic partnership between Ngāti Tūwharetoa, local authorities and government agencies; and
 - 5.3.3 redress that contributes to restoring and protecting the mauri of natural resources.

Taupo Catchment Entity

Establishment and purpose of the Taupo Catchment Entity

- 5.4 The settlement legislation will establish a statutory body, called the Taupo Catchment Entity, or such other name as may be agreed through the deed of settlement.
- 5.5 The purpose of the Taupo Catchment Entity is to:

NGĀTI TŪWHARETOA AGREEMENT IN PRINCIPLE

- 5.5.1 restore, protect and enhance the environmental, cultural and spiritual wellbeing of the Taupo catchment (as shown on Map 2) for the benefit of present and future generations;
 - 5.5.2 provide strategic leadership on the sustainable and integrated management of the environment in the Taupo catchment for the benefit of present and future generations; and
 - 5.5.3 provide a mechanism for Ngāti Tūwharetoa to exercise mana and kaitiakitanga over the Taupo catchment in partnership with local authorities.
- 5.6 In achieving its purpose, the Taupo Catchment Entity will:
- 5.6.1 respect Ngāti Tūwharetoa tikanga and values; and
 - 5.6.2 provide for the relationship of Ngāti Tūwharetoa and their culture and traditions with their ancestral lands, water, sites, wāhi tapu and other taonga.
- 5.7 As a commitment to a constructive ongoing relationship, Ngāti Tūwharetoa, Waikato Regional Council and Taupo District Council have agreed that the Taupo Catchment Entity should operate in a manner that reflects:
- 5.7.1 the mana and roles of all members and parties represented on the Taupo Catchment Entity;
 - 5.7.2 good faith, mutual respect and integrity;
 - 5.7.3 open, honest and timely communication;
 - 5.7.4 a collaborative and solution-focussed approach;
 - 5.7.5 a focus on achieving the purpose of the Taupo Catchment Entity while respecting the accountabilities and responsibilities of members under legislation and in relation to constituent groups; and
 - 5.7.6 a recognition of the interests of other iwi, local authorities, and other entities with interests or statutory roles in the Taupo catchment.
- 5.8 Despite the composition of the Taupo Catchment Entity as described in clause 5.18, the Taupo Catchment Entity is deemed to be a joint committee of the Waikato Regional Council and Taupo District Council within the meaning of clause 30(1)(b) of Schedule 7 of the Local Government Act 2002.
- 5.9 Despite Schedule 7 of the Local Government Act 2002, the Taupo Catchment Entity:
- 5.9.1 is a permanent committee; and
 - 5.9.2 must not be dissolved unless all appointers agree to the Taupo Catchment Entity being dissolved.

5.10 The members of the Taupo Catchment Entity must:

- 5.10.1 act in a manner so as to achieve the purpose of the Taupo Catchment Entity; and
- 5.10.2 subject to clause 5.10.1 comply with any terms of appointment issued by the relevant appointer.

Functions of the Taupo Catchment Entity

5.11 The principal function of the Taupo Catchment Entity is to achieve its purpose.

5.12 The specific functions of the Taupo Catchment Entity are to:

- 5.12.1 promote the restoration, protection and enhancement of the environmental, cultural and spiritual wellbeing of the Taupo catchment;
- 5.12.2 prepare and approve a Taupo Catchment Document to identify the values, vision, objectives, desired outcomes and other relevant matters for the Taupo catchment;
- 5.12.3 monitor the implementation and effectiveness of the Taupo Catchment Document;
- 5.12.4 support the integrated and collaborative management of the Taupo catchment;
- 5.12.5 engage with, seek advice from and provide advice to local authorities and other relevant agencies regarding the health and wellbeing of the Taupo catchment;
- 5.12.6 advise local authorities and other relevant agencies regarding potential projects, initiatives, action or research aimed at the restoration, protection, and enhancement of the health and wellbeing of the Taupo catchment;
- 5.12.7 maintain a register in relation to the appointment of hearing commissioners;
- 5.12.8 gather and disseminate information, hold meetings and undertake other actions in relation to the health and wellbeing of the Taupo catchment;
- 5.12.9 participate in statutory and non-statutory processes including by making submissions on plan or resource consent processes under the Resource Management Act 1991;
- 5.12.10 carry out any functions referred to in clause 5.14; and
- 5.12.11 take any other action that is considered by the Taupo Catchment Entity to be appropriate to achieve its purpose.

- 5.13 There are a number of entities that have been established between Ngāti Tūwharetoa representatives, the Taupo District Council and Waikato Regional Council respectively, and other groups within the Taupo catchment area.
- 5.14 Following the signing of this agreement in principle, there will be ongoing discussions with the parties referred to in clause 5.13 to ascertain whether the Taupo Catchment Entity may carry out the functions currently performed by those entities.
- 5.15 The Taupo Catchment Entity will develop procedures focussed on promoting an integrated approach with:
- 5.15.1 the Waikato River Authority and the arrangements provided for in the Waikato River legislation; and
 - 5.15.2 Te Awa Tupua, and the arrangements provided for in the Te Awa Tupua legislation in relation to the Whanganui River catchment.
- 5.16 To avoid doubt except as provided for in clause 5.12.2, the Taupo Catchment Entity has discretion to determine in any particular circumstances:
- 5.16.1 whether to exercise any function identified in clause 5.12; and
 - 5.16.2 how, and to what extent, any function identified in clause 5.12 is exercised.

Capacity

- 5.17 The Taupo Catchment Entity:
- 5.17.1 will have such powers as are reasonably necessary for it to carry out its functions in a manner consistent with:
 - (a) this part; and
 - (b) subject to clause 5.17.1, the local government legislation; and
 - 5.17.2 does not have the power to carry out any function of a local authority unless that local authority delegates that function to the Taupo Catchment Entity.

Appointment of Taupo Catchment Entity members

- 5.18 At settlement date, the Taupo Catchment Entity will consist of eight members as follows:
- 5.18.1 four members appointed by the post-settlement governance entity (**governance entity**);
 - 5.18.2 two members appointed by the Waikato Regional Council; and
 - 5.18.3 two members appointed by Taupo District Council (each organisation being an "appointer").

- 5.19 The governance entity will appoint members under clause 5.18.1 in a manner that ensures representation from across the catchment.
- 5.20 A member of the Taupo Catchment Entity appointed by a local authority appointer must be an elected Council member.
- 5.21 Appointers may, from time to time, notify the Taupo Catchment Entity of the names of alternate members who may attend meetings if a member appointed under clause 5.18 is not able to attend.
- 5.22 Members of the Taupo Catchment Entity:
- 5.22.1 are appointed for a term of three years commencing on the 60th day after the polling day for the most recent triennial local government election, unless the member resigns or is removed by an appointer during that term; and
 - 5.22.2 may be reappointed or removed by and at the sole discretion of the relevant appointer.
- 5.23 The initial term will:
- 5.23.1 commence on the commencement date; and
 - 5.23.2 cease on the 59th day after the polling day for the next triennial local government election following the commencement date.
- 5.24 In appointing members to the Taupo Catchment Entity, appointers:
- 5.24.1 must be satisfied that the person has the skills, knowledge or experience to:
 - (a) participate effectively in the Taupo Catchment Entity; and
 - (b) contribute to the achievement of the purpose of the Taupo Catchment Entity;
 - 5.24.2 must have regard to any members already appointed to the Taupo Catchment Entity to ensure that the membership reflects a balanced mix of knowledge and experience in relation to the Taupo catchment.
- 5.25 No action of the Taupo Catchment Entity is invalid because of:
- 5.25.1 a vacancy in the membership of the entity at the time of that action; or
 - 5.25.2 the subsequent discovery of a defect in the appointment of a person acting as a member.
- 5.26 The Taupo Catchment Entity may appoint one or more Ngāti Tūwharetoa kaumātua or kuia knowledgeable in tikanga and culture to attend meetings and act in an advisory capacity as required (but will not have a vote).

5.27 The Taupo Catchment Entity may, at its discretion and to assist in the exercise of its functions, seek advice or guidance from:

5.27.1 particular Ngāti Tūwharetoa hapū in relation to matters that are relevant to the area in which they have mana whenua; and

5.27.2 any other person or organisation that has the relevant skills, knowledge or attributes to assist in the work of the Taupo Catchment Entity.

5.28 A representative from the Department of Conservation may attend a meeting where a matter of interest to the Department is to be discussed, but will not have a vote.

Resignation or removal of Taupo Catchment Entity members

5.29 A member may resign by giving written notice to that person's appointer and the Taupo Catchment Entity.

5.30 A member may be removed by the relevant appointer giving written notice to that member and the Taupo Catchment Entity.

5.31 Where there is a vacancy on the Taupo Catchment Entity:

5.31.1 the relevant appointer will fill that vacancy as soon as is reasonably practicable; and

5.31.2 any such vacancy does not prevent the Taupo Catchment Entity from continuing to discharge its functions.

5.32 To avoid doubt, members of the Taupo Catchment Entity who are appointed by the governance entity are not, by virtue of that membership, members of a local authority.

Co-Chairs

5.33 At the first meeting of each term the Taupo Catchment Entity must appoint two members as Co-Chairs of the Taupo Catchment Entity.

5.34 At least one of the Co-Chairs must be a member that is appointed by the governance entity.

5.35 Each Co-Chair:

5.35.1 is appointed for a term of three years unless the Co-Chair resigns or is removed during that term; and

5.35.2 may be reappointed as a Co-Chair.

Procedures of the Taupo Catchment Entity

- 5.36 Except as otherwise provided for in this agreement, the procedures of the Taupo Catchment Entity are governed by:
- 5.36.1 the applicable provisions of the Local Government Act 2002, Local Government Official Information and Meetings Act 1987, Local Authorities (Members' Interests) Act 1968 and other relevant local government legislation; and
 - 5.36.2 the standing orders referred to in clause 5.37.

Standing orders

- 5.37 At its first meeting the Taupo Catchment Entity will adopt a set of standing orders and may amend those standing orders from time to time.
- 5.38 The standing orders must:
- 5.38.1 not contravene this part;
 - 5.38.2 respect the tikanga of Ngāti Tūwharetoa; and
 - 5.38.3 subject to clauses 5.38.1 and 5.38.2, not contravene the Local Government Act 2002, Local Government Official Information and Meetings Act 1987 or any other Act.
- 5.39 A member of the Taupo Catchment Entity must comply with the standing orders as amended from time to time by the Taupo Catchment Entity.

Meetings of the Taupo Catchment Entity

- 5.40 The Taupo Catchment Entity must:
- 5.40.1 at its first meeting agree a schedule of meetings that will allow the Taupo Catchment Entity to achieve its purpose and properly discharge its functions; and
 - 5.40.2 review that meeting schedule on a regular basis to ensure that it is sufficient to allow the Taupo Catchment Entity to achieve its purpose and properly discharge its functions.
- 5.41 The Co-Chairs will preside over meetings and, if one of the Co-Chairs is absent from a meeting, the other Co-Chair will preside over that meeting.
- 5.42 The quorum for a meeting is not less than five members, made up as follows:
- 5.42.1 at least two of the members appointed by the governance entity;
 - 5.42.2 at least two of the members appointed by the local authority appointers; and
 - 5.42.3 in addition to the members identified in clauses 5.42.1 and 5.42.2, at least one of the Co-Chairs.

Decision-making

- 5.43 The decisions of the Taupo Catchment Entity must be made by vote at a meeting.
- 5.44 When making a decision the Taupo Catchment Entity must strive to achieve unanimity among those members present and voting at a meeting.
- 5.45 Notwithstanding clause 5.44, the Co-Chairs (or one of them if only one Co-Chair is present) may determine that a decision is to be made by a 75% majority of members present and voting.
- 5.46 The Co-Chairs (or one of them if only one Co-Chair is present) may make a determination under clause 5.45 only where:
- 5.46.1 unanimity has not been achieved after the third vote on the same matter; and
 - 5.46.2 in the opinion of the Co-Chairs (or one of them if only one Co-Chair is present), there has been a reasonable amount of discussion on the matter and unanimity is unlikely to be achieved as a result of further discussion.
- 5.47 The Co-Chairs of the Taupo Catchment Entity may vote on any matter but do not have casting votes.
- 5.48 The members of the Taupo Catchment Entity must approach decision-making in a manner that:
- 5.48.1 is consistent with, and reflects, the purpose of the Taupo Catchment Entity;
 - 5.48.2 respects Ngāti Tūwharetoa tikanga and values;
 - 5.48.3 acknowledges as appropriate the principle that each hapū of Ngāti Tūwharetoa has mana whenua over their particular part of the Taupo catchment; and
 - 5.48.4 acknowledges as appropriate the interests of all communities in the Taupo catchment.
- 5.49 Members of the Taupo Catchment Entity who are also members of a local authority are not disqualified from participating in any decision-making by the local authority by virtue of being a member or participating in the making of a decision of the Taupo Catchment Entity.

Declaration of interest

- 5.50 A member of the Taupo Catchment Entity:
- 5.50.1 is required to disclose any actual or potential interest in a matter to the Taupo Catchment Entity; and
 - 5.50.2 may declare that, as a result of that interest, that member does not wish to participate in any deliberations or decisions of the Taupo Catchment Entity in relation to that matter
- 5.51 The Taupo Catchment Entity will:

- 5.51.1 maintain an interests register;
 - 5.51.2 record any actual or potential interests that are disclosed to the Taupo Catchment Entity; and
 - 5.51.3 make a decision on whether any actual or potential interests that are disclosed should prevent a member from participating in any deliberations or decisions of the Taupo Catchment Entity.
- 5.52 A member of the Taupo Catchment Entity is not precluded by the Local Authorities (Members' Interests) Act 1968 from discussing or voting on a matter:
- 5.52.1 merely because the member is affiliated to an iwi or hapū that has customary interests in the Taupo catchment; or
 - 5.52.2 merely because the member has ownership in multiply owned Māori land; or
 - 5.52.3 merely because the member is also a member of a local authority; or
 - 5.52.4 merely because the economic, social, cultural, and spiritual values of any iwi or hapū and their relationships with the Taupo Catchment Entity are advanced by or reflected in:
 - (a) the subject matter under consideration;
 - (b) any decision by or recommendation of the Taupo Catchment Entity; or
 - (c) participation in the matter by the member.
- 5.53 To avoid doubt, the affiliation of a member of the Taupo Catchment Entity to an iwi or hapū that has customary interests in the Taupo catchment is not an interest that must be disclosed or recorded under clause 5.50.
- 5.54 In clauses 5.50 to 5.53, "matter" means:
- 5.54.1 any action or decision taken by the Taupo Catchment Entity in the performance of its functions or exercise of its powers; or
 - 5.54.2 an arrangement, agreement, or contract made or entered into, or proposed to be entered into, by the Taupo Catchment Entity.
- 5.55 A member of the Taupo Catchment Entity has an actual or potential interest in a matter, in terms of clauses 5.50 to 5.53, if he or she:
- 5.55.1 may derive a financial benefit from the matter; or
 - 5.55.2 is the spouse, civil union partner, de facto partner, child, or parent of a person who may derive a financial benefit from the matter; or
 - 5.55.3 may have a financial interest in a person to whom the matter relates; or
 - 5.55.4 is a partner, director, officer, Board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or
 - 5.55.5 is otherwise directly or indirectly interested in the matter.
- 5.56 However, a person is not interested in a matter if his or her interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence him or her in carrying out his or her responsibilities as a member of the Taupo Catchment Entity.

Reporting and review

5.57 The Taupo Catchment Entity:

- 5.57.1 must report on an annual basis to the appointers;
- 5.57.2 may include comments on the effectiveness of the hearing commissioners register and the appointment of commissioners from that register; and
- 5.57.3 must, if requested, attend an annual meeting of the governance entity and of the other appointers to report on the work of the Taupo Catchment Entity over the preceding year and for the forthcoming year.

5.58 The report referred to in clause 5.57 will:

- 5.58.1 describe the activities of the Taupo Catchment Entity over the preceding 12 months; and
- 5.58.2 explain how these activities are relevant to the Taupo Catchment Entity's purpose and functions.

5.59 The appointers will commence a review of the performance of the Taupo Catchment Entity, including of the extent that the purpose of the Taupo Catchment Entity is being achieved and the functions of the Taupo Catchment Entity are being effectively discharged, on the date that is one year after the completion of the approval of the first Taupo Catchment Document (refer to clauses 5.76 to 5.105).

5.60 The appointers may undertake any subsequent review of the performance of the Taupo Catchment Entity at any time agreed between all of the appointers.

5.61 Following any review of the Taupo Catchment Entity under clauses 5.57 and 5.58:

- 5.61.1 the appointers may make recommendations to the Taupo Catchment Entity on any relevant matter arising out of that review; and
- 5.61.2 the Taupo Catchment Entity must consider those recommendations and the extent to which action is required to address them.

Taupo Catchment Entity to be open and inclusive

5.62 The Taupo Catchment Entity will operate in an open manner which is inclusive of those iwi with interests in the Taupo catchment that are not represented on the Taupo Catchment Entity.

Register of Hearing Commissioners

5.63 The Taupo Catchment Entity may develop and maintain a register of accredited hearing commissioners for certain applications for resource consents relating to the Taupo catchment.

- 5.64 If a register is developed, the register must include appointees with skills, knowledge and experience across a range of disciplines, including tikanga Māori as well as knowledge of the Taupo catchment.

Appointment of hearing commissioners

- 5.65 Clauses 5.66 to 5.71 apply to any application for a resource consent (including any review of the conditions of a resource consent) received that:

5.65.1 is notified, or is to be notified; and

5.65.2 is to:

- (a) use land in the Taupo catchment;
- (b) take, use, dam, or divert water in the Taupo catchment;
- (c) take heat or energy from water or from the material surrounding geothermal water in the Taupo catchment;
- (d) make a point source discharge to Lake Taupo (Taupomoana) or its tributaries;
- (e) undertake any activity listed in section 13 of the Resource Management Act 1991 in relation to Lake Taupo (Taupomoana) or its tributaries; or
- (f) undertake any other activity where the relevant authority decides it is appropriate for those clauses to apply.

- 5.66 Where a relevant authority receives an application for resource consent referred to in clause 5.65, that authority must inform Taupo Catchment Entity of that application.

- 5.67 When appointing hearing commissioners in relation to an application for resource consent referred to in clause 5.65, a relevant authority:

5.67.1 must have particular regard to the register;

5.67.2 may make appointments from the register; and

5.67.3 must be guided by the need for the hearing panel to reflect an appropriate range of skills, knowledge and experience.

- 5.68 The final decision on the appointment of hearing commissioners will be made by the relevant authority in accordance with the relevant appointment process set out in the Resource Management Act 1991.

- 5.69 On request from the Taupo Catchment Entity, a relevant authority must provide a written explanation of:

5.69.1 the reasons for the appointment of a commissioner in relation to a particular application; and

5.69.2 how clause 5.67 has been complied with.

5.70 To avoid doubt, persons on the register who are members of an iwi with interests in the Taupo catchment are not automatically disqualified from appointment as a hearing commissioner by virtue only of that person being a member of an iwi with interests in the Taupo catchment.

5.71 In clauses 5.65 to 5.69, "relevant authority" means:

5.71.1 a Minister appointing a Board of Inquiry under Part 6AA of the Resource Management Act 1991; or

5.71.2 a local authority appointing a hearing panel for the purposes of Part 6 of the Resource Management Act 1991.

Administrative matters

5.72 The Waikato Regional Council is responsible for the administrative support of the Taupo Catchment Entity.

5.73. For the purposes of clause 5.72 "administrative support" includes the provision of those services required for the Taupo Catchment Entity to carry out its functions, including under the Local Government Act 2002, or any other Act that applies to the conduct of the Taupo Catchment Entity.

5.74 Waikato Regional Council must, on behalf of the Taupo Catchment Entity:

5.74.1 hold any funds belonging to the Taupo Catchment Entity;

5.74.2 account for the funds in a separate and identifiable manner; and

5.74.3 spend the funds in accordance with any direction given by the Taupo Catchment Entity.

5.75 All appointers must provide technical support to the Taupo Catchment Entity to the extent that it is reasonably practicable to do so.

The Taupo Catchment Document

Purpose and scope of the Taupo Catchment Document

5.76 The Taupo Catchment Entity will prepare and approve a document for the Taupo catchment ("Taupo Catchment Document").

5.77 The purpose of the Taupo Catchment Document is to identify the significant issues, values, vision, objectives, desired outcomes and other relevant matters for the Taupo catchment in order to:

5.77.1 promote the sustainable and integrated management of the environment in the Taupo catchment for the benefit of present and future generations;

5.77.2 provide for the relationship of Ngāti Tūwharetoa and their culture and traditions with their ancestral lands, water, sites, wāhi tapu and other taonga; and

5.77.3 respect Ngāti Tūwharetoa tikanga and values in the management of the Taupo catchment.

5.78 The Taupo Catchment Document must not include rules or methods.

5.79 In preparing and approving the Taupo Catchment Document, the Taupo Catchment Entity may also consider:

5.79.1 any other information or document that is relevant to the purpose of the Taupo Catchment Document; and

5.79.2 any other statutory framework that is relevant to the purpose of the Taupo Catchment Document.

Effect on Resource Management Act 1991 planning documents

5.80 In preparing, reviewing, varying or changing a regional policy statement, regional plan or district plan (including a proposed policy statement or plan), a local authority must recognise and provide for the vision, objectives and desired outcomes in the Taupo Catchment Document.

5.81 The obligation under clause 5.80 applies each time that a local authority prepares, reviews, varies or changes a regional policy statement, regional plan or district plan (including a proposed policy statement or plan).

5.82 Until such time as the obligation under clause 5.80 is complied with, where a consent authority is processing or making a decision on an application for resource consent in the area of the Taupo catchment, that consent authority must have particular regard to the Taupo Catchment Document.

5.83 The obligations under clause 5.80 apply:

5.83.1 where those policy statements or plans relate to the resource management issues in the Taupo catchment;

5.83.2 to the extent that the content of the Taupo Catchment Document is relevant to the policy statement or plan; and

5.83.3 in a manner that is consistent with the purpose of the Resource Management Act 1991.

Freshwater values and objectives

5.84 The contents of the Taupo Catchment Document do not pre-determine or constrain the identification of freshwater values or setting freshwater objectives by local authorities

and their communities under the National Policy Statement for Freshwater Management 2014.

Effect on Local Government Act 2002

5.85 A local authority must have particular regard to the Taupo Catchment Document in preparing or approving long term plans or annual plans under the Local Government Act 2002, to the extent that the content of the Taupo Catchment Document:

5.85.1 is relevant to matters covered by those plans; and

5.85.2 covers the Taupo catchment.

Effect on fisheries processes

5.86 The parties acknowledge that:

5.86.1 the Taupo Catchment Document will influence regional policy statements, regional plans or district plans (including proposed policy statements or plans); and

5.86.2 under section 11 of the Fisheries Act 1996, the Minister is required to have regard to regional policy statements and regional plans under the Resource Management Act 1991 before setting or varying any sustainability measures.

Preparation of draft the Taupo Catchment Document

5.87 The Taupo Catchment Entity will commence the preparation of the Taupo Catchment Document no later than six months after the commencement of the settlement legislation.

5.88 In preparing the Taupo Catchment Document, the Taupo Catchment Entity must:

5.88.1 adopt and facilitate an inclusive approach that encourages the participation of Ngāti Tūwharetoa hapū and entities, and other interested persons and organisations;

5.88.2 review documents developed by existing governance groups made up of Ngāti Tūwharetoa representatives and local authorities, and consider whether relevant aspects of those documents should be incorporated into the first Taupo Catchment Document;

5.88.3 ensure that the contents of the Taupo Catchment Document are consistent with the purpose as set out in clause 5.77;

5.88.4 include a proposed name for the Taupo Catchment Document;

5.88.5 consider and document the potential alternatives to, and the potential benefits and costs of, the matters provided for in the draft Taupo Catchment Document;

5.88.6 comply with the obligations under clause 5.88.5 only to the extent that is proportionate to and reasonable in light of the nature and contents of the Taupo Catchment Document; and

5.88.7 consult with the Department of Conservation.

5.89 When the Taupo Catchment Entity has prepared the draft Taupo Catchment Document (and, in the case of the first Taupo Catchment Document, no later than 12 months after the commencement of the preparation process), the Taupo Catchment Entity:

5.89.1 must notify it by giving public notice;

5.89.2 may notify it by any other means that the Taupo Catchment Entity thinks appropriate; and

5.89.3 must ensure that the draft Taupo Catchment Document and any other document that the Taupo Catchment Entity considers relevant are available for public inspection.

5.90 The public notice must:

5.90.1 state that the draft Taupo Catchment Document is available for inspection at the places and times specified in the notice; and

5.90.2 state that interested persons or organisations may lodge submissions on the draft Taupo Catchment Document:

(a) with the Taupo Catchment Entity;

(b) at the place specified in the notice; and

(c) before the date specified in the notice.

5.91 The date for lodging submissions specified in the notice under clause 5.90 must be at least 20 business days after the date of the publication of the notice.

5.92 Any person or organisation may make a written or electronic submission on the draft Taupo Catchment Document in the manner described in the public notice.

Approval of Taupo Catchment Document

5.93 The Taupo Catchment Entity may, at its discretion, hold a hearing and invite those persons who made a submission to be heard at a time and place specified by the Taupo Catchment Entity.

5.94 The Taupo Catchment Entity must consider any written submissions (and oral submissions if a hearing is held) to the extent that those submissions are within the

scope of the purpose of the Taupo Catchment Document, and may amend that draft Taupo Catchment Document.

5.95 The Taupo Catchment Entity must then approve the Taupo Catchment Document.

5.96 The Taupo Catchment Entity:

5.96.1 must notify the Taupo Catchment Document by giving public notice; and

5.96.2 may notify the Taupo Catchment Document by any other means that the Taupo Catchment Entity thinks appropriate.

5.97 At the time of giving public notice of the approved Taupo Catchment Document under clause 5.96, the Taupo Catchment Entity will also make available a decision report that identifies how submissions were considered and dealt with by the Taupo Catchment Entity.

5.98 The public notice must:

5.98.1 state where the Taupo Catchment Document is available for public inspection; and

5.98.2 state when the Taupo Catchment Document comes into force.

5.99 The Taupo Catchment Document:

5.99.1 must be available for public inspection at the local offices of the relevant local authorities and appropriate agencies; and

5.99.2 comes into force on the date specified in the public notice.

5.100 The Taupo Catchment Entity may request from an appointer reports or advice to assist in the preparation or approval of the Taupo Catchment Document.

5.101 The relevant appointer will comply with a request under clause 5.100 where it is reasonably practicable to do so.

Review of, and amendments to, the Taupo Catchment Document

5.102 The Taupo Catchment Entity may at any time commence a review of the Taupo Catchment Document.

5.103 The Taupo Catchment Entity must commence a review of the Taupo Catchment Document:

5.103.1 no later than five years after the approval of the first Taupo Catchment Document; and

5.103.2 no later than five years after the completion of the previous review.

5.104 If the Taupo Catchment Entity considers as a result of a review that the Taupo Catchment Document should be amended in a material manner, the amendment must be prepared and approved in accordance with clauses 5.88 to 5.99.

5.105 If the Taupo Catchment Entity considers the Taupo Catchment Document should be amended in a manner that is of minor effect, the amendment may be approved under clause 5.92; and the Taupo Catchment Entity must comply with clauses 5.93 to 5.99.

Ability to recognise other iwi interests in the Taupo catchment

5.106 The parties acknowledge that:

5.106.1 the Crown is at various stages of Treaty of Waitangi settlement negotiations with claimant groups who claim interests in the Taupo catchment;

5.106.2 future negotiations with those claimant groups may result in redress being provided in relation to Taupo catchment through future Treaty of Waitangi settlement legislation;

5.106.3 the nature of any future redress is not known at this stage but any such redress:

- (a) will consider matters such as:
 - i. the relative strength and nature of the association of the claimant group to the Taupo catchment; and
 - ii. the nature of the claimant group's grievances in relation to the Taupo catchment;
- (b) will be fit for purpose, cost effective and durable;
- (c) will take into account the nature of any agreements between claimant groups;
- (d) will complement and may enhance the Taupo Catchment Entity redress arrangements set out in this agreement;
- (e) will not undermine the fundamental elements of the Taupo Catchment arrangements set out in this agreement;
- (f) will be intended to preserve and enhance relationships between claimant groups; and
- (g) will be subject to the resolution of overlapping claims to the satisfaction of the Crown.

5.107 The parties acknowledge that the Crown will make the final decision on the provision of redress for future groups when settling their historical claims.

Relationship agreement with Taupo District Council

- 5.108 The governance entity may enter into negotiations with the Taupo District Council concerning entering a relationship agreement covering:
- 5.108.1 the provision of infrastructure and other council services to communities in the Taupo catchment;
 - 5.108.2 the range of relevant legislation under which the Taupo District Council acts, including the Reserves Act 1977; and
 - 5.108.3 other matters of mutual interest.
- 5.109 One component of the relationship agreement could be a joint management agreement for the purposes of the Resource Management Act 1991.

Relationship agreement with Waikato Regional Council

- 5.110 The governance entity may enter into negotiations with the Waikato Regional Council concerning entering a relationship agreement covering:
- 5.110.1 the provision of infrastructure and other council services to communities in the Taupo catchment;
 - 5.110.2 the range of relevant legislation under which the Waikato Regional Council acts; and
 - 5.110.3 other matters of mutual interest.
- 5.111 One component of the relationship agreement could be a joint management agreement for the purposes of the Resource Management Act 1991.

Rangitaiki River Forum

- 5.112 The deed of settlement will provide for the settlement legislation to grant the governance entity membership on the Rangitaiki River Forum.

Te Awa Tupua

- 5.113 On 5 August 2014, the Crown and Whanganui Iwi negotiators signed the Ruruku Whakatupua -- the Whanganui Iwi Deed of Settlement in Relation to the Whanganui River ("Te Awa Tupua").
- 5.114 Te Awa Tupua identifies Ngāti Tūwharetoa as one of the iwi with interests in the Whanganui River and provides for Ngāti Tūwharetoa's participation in the Te Awa Tupua framework for the Whanganui River.
- 5.115 This will be recorded in the deed of settlement.

Rangitikei River

- 5.116 The deed of settlement will record the Crown's acknowledgement that Ngāti Tūwharetoa have traditional interests within the part of the Rangitikei River catchment within Ngāti Tūwharetoa's area of interest.
- 5.117 Other iwi with traditional interests relating to the Rangitikei River catchment have yet to begin settlement negotiations with the Crown. Should those other iwi enter negotiations, Ngāti Tūwharetoa supports a collective approach by all iwi with interests in the Rangitikei catchment to sustainably manage the Rangitikei River catchment.
- 5.118 The Crown and Ngāti Tūwharetoa agree that if, through the course of Treaty settlement negotiations, any iwi with interests in the Rangitikei River catchment develop arrangements affecting the management of the Rangitikei River catchment, the Crown and the governance entity will discuss how to provide for Ngāti Tūwharetoa participation in those arrangements.

Hawke's Bay Regional Planning Committee

- 5.119 The Hawke's Bay Regional Planning Committee will be established as a statutory body. The Tūwharetoa Hapū Forum is entitled to appoint a member to the Hawke's Bay Regional Planning Committee. Once the governance entity is established, it may be substituted as the appointing entity. Ngāti Tūwharetoa intends that appointments will be made in consultation with the hapū who have interests within the Hawke's Bay Regional Planning Committee's boundaries.

Relationship agreement with the Ministry for the Environment

- 5.120 The deed of settlement is to provide that the governance entity and Ministry for the Environment will enter the relationship agreement set out in Schedule 5.

6 TE POU TUATORU: TŪWHARETOA TE IWI, TŪWHARETOA TE HAPŪ

THE THIRD POU: STRENGTHENING HAPŪ

**Tūwharetoa e! Kia ata whakatere i te waka nei,
kei pariparia e te tai mōnenehu te kura.
Ka whakamārotia atu anō,
ka whakahoki mai ana ki te kapua whakapipi.**

***Tūwharetoa! Navigate the waka carefully,
Lest it be overwhelmed by the driving spray,
Stretch out,
But return to the sheltering cloud.***

6.1 Ngāti Tūwharetoa consider that their whakapapa brings their people together, united under the korowai of the Arikitunga. Ngāti Tūwharetoa maintain that this unity is their strength, enabling them to protect their people and taonga. Ngāti Tūwharetoa thrive when hapū and whānau are strong and united by whakapapa and tikanga.

6.2 One of Ngāti Tūwharetoa's primary settlement objectives is to strengthen the mana whakahaere, tino rangatiratanga and kaitiakitanga of whānau, hapū and Ngāti Tūwharetoa as a whole.

Te Wai Ū o Tūwharetoa - Wai 21(a)

6.3 Wai 21(a) concerns Te Wai Ū o Tūwharetoa (the life giving waters of Tūwharetoa); the spring where Ngāti Tūwharetoa's eponymous ancestor was nursed as an infant. Accordingly, it is a site of immense cultural importance for all Ngāti Tūwharetoa.

6.4 While the Wai 21(a) claim area falls within the Ngāti Tūwharetoa (Bay of Plenty) settlement area, at the request of the claimants the claim was expressly excluded from that settlement (see section 14 of the Ngāti Tūwharetoa (Bay of Plenty) Claims Settlement Act 2005). The Wai 21(a) claim will be settled through this settlement as it is listed in:

6.4.1 the deed reconfirming mandate to negotiate the comprehensive historical Treaty of Waitangi claims of Ngāti Tūwharetoa, dated 15 July 2011, (clause 6.3); and

6.4.2 the terms of negotiation between Tūwharetoa Hapū Forum and the Crown, dated 14 January 2013, (clause 7(c)).

6.5 Grievances set out in Wai 21(a) include the environmental degradation of Te Wai Ū o Tūwharetoa, the Waitahanui urupā, and neighbouring lagoons and ponds arising from

the dumping of waste from the Tasman Pulp & Paper Mill (the "Mill"), pursuant to legislation passed by the Crown in 1954.

- 6.6 Te Wai Ū o Tūwharetoa and surrounding areas and waterways comprise multiple blocks of Māori land each with a different set of owners/trustees. These blocks include a Māori Reservation and land held by ahu whenua trusts. Some of these blocks were leased to the Mill up until 2013 for the purposes of dumping mill waste on that land. The dumping of waste has permanently altered some of the hydrological and geographical features and resulted in significant environmental degradation.
- 6.7 The most recent lease and associated resource consent provided for a range of restoration work to be undertaken by the Mill, some of which has been implemented. To assist with the remaining restoration work, the Crown agrees to provide a \$50,000 fund for works to help restore the mauri of Te Wai Ū o Tūwharetoa spring.
- 6.8 The Crown commits to approach Heritage New Zealand Pouhere Taonga in order to nominate Te Wai Ū o Tūwharetoa for a heritage covenant under the Heritage New Zealand Pouhere Taonga Act 2014.

Whare Taonga

- 6.9 Ngāti Tūwharetoa whānau and hapū retain many taonga and traditional objects. There are inadequate places within the Ngāti Tūwharetoa rohe to store those taonga in a culturally and physically safe manner. Accordingly, Ngāti Tūwharetoa seek to establish a Whare Taonga to provide safe storage for taonga belonging to whānau, hapū and iwi, in accordance with their wishes and under the guidance of kaumātua versed in tikanga. The Whare Taonga will also be a place to display Ngāti Tūwharetoa taonga currently housed in institutions, to create new taonga, and to keep traditions and mātauranga Māori alive and full of meaning for younger generations.
- 6.10 The deed of settlement will provide for:
- 6.10.1 the Ministry for Culture and Heritage and the Museum of New Zealand Te Papa Tongarewa to enter into an agreement with Ngāti Tūwharetoa regarding their culture and heritage aspirations, including the provision of advice regarding the establishment of the Whare Taonga;
 - 6.10.2 the Crown to make a cultural redress contribution of \$2.5 million towards the establishment of a Ngāti Tūwharetoa Whare Taonga;
 - 6.10.3 the facilitation of relationships, as appropriate, between the governance entity and New Zealand and international museums, galleries and heritage organisations through the Museum of New Zealand Te Papa Tongarewa; and
 - 6.10.4 the Whare Taonga, once it is established, to be given interim custodianship of taonga tūturu (within the meaning of the Protected Objects Act 1975) by the Chief Executive of the Ministry of Culture and Heritage, within the Taupo catchment (as shown on Map 2), subject to the resolution of overlapping claims and any conditions the Chief Executive considers fit.

Conservation redress

- 6.11 Traditionally, the forests of Ngāti Tūwharetoa were highly valued mahinga kai, plentiful with birds and plants. Pureora and the Hauhungaroa ranges in particular were renowned for their rich and delicious birdlife, and a source of tribal pride and fame. The forests provided tōtara, kahikatea, maire and other woods, which were materials for waka, whare, and artistic and spiritual expression.
- 6.12 Ngāti Tūwharetoa tradition records that fish were created in Lake Taupo (Taupomoana) by Ngātoroirangi when he cast the shreds of his cloak into the waters. Those fish included kōaro, inanga, kōkopu and kōura, all delicacies that Ngāti Tūwharetoa were famous for. As native fish species have declined, out of necessity Ngāti Tūwharetoa people have turned to trout as mahinga kai. Trout have therefore become a valued supplement to whānau and marae dining tables as well as a means to provide for manuhiri and to carry out traditional fishing practices.
- 6.13 Ngāti Tūwharetoa tradition records that the people of Ngāti Tūwharetoa roamed across all their lands, gathering forestry resources in the winter and moving to the lakes and rivers in the summer. This close association with the traditional rohe is reflected in the fact that Ngāti Tūwharetoa have mapped more than 2,500 wāhi tūpuna on lands that are currently managed by the Department for Conservation.
- 6.14 Ngāti Tūwharetoa express grief that the decline of native species and the lack of access to traditional places have affected the ability of Ngāti Tūwharetoa people to practise their traditions and pass their matauranga down to younger generations.
- 6.15 Ngāti Tūwharetoa seek the restoration of kaitiakitanga and mana over the taonga currently administered by the Department of Conservation. This includes decision-making according to Ngāti Tūwharetoa's tikanga and values, so that Ngāti Tūwharetoa are able to protect wāhi tūpuna and taonga. It also includes the ability to visit traditional places and carry out traditional practices.
- 6.16 The Western Bays area of Lake Taupo (Taupomoana) is a wāhi tūpuna of special significance to Ngāti Tūwharetoa, and the hapū who whakapapa to those lands. A large number of pā and wāhi tapu associated with early Ngāti Tūwharetoa tūpuna are situated on public conservation land in this area, including the land extending from the mouth of the Kuratau River around Western Bay to Kawakawa Bay and Whakaipo Bay. The hapū who consider themselves kaitiaki of these areas seek an holistic approach to managing this special cultural landscape.

Purpose of conservation redress

- 6.17 The purpose of conservation redress is to recognise and provide for Ngāti Tūwharetoa mana whakahaere, tino rangatiratanga and kaitiakitanga in the governance and management of public conservation land.

Conservation Management Strategy

- 6.18 The parties have agreed that the following areas within the Ngāti Tūwharetoa area of interest will be known as the Ngāti Tūwharetoa Place, or such other name as may be agreed through the deed of settlement:
- 6.18.1 the Ngāti Tūwharetoa exclusive area of interest;
 - 6.18.2 the Western Bays Area as defined in Map 3 subject to agreement with Raukawa and any other iwi with overlapping claims; and
 - 6.18.3 any area where, within three months of the Department of Conservation notifying the governance entity of its intention to prepare, amend or review a relevant Conservation Management Strategy, Ngāti Tūwharetoa has obtained agreement from any other governance entity or other iwi with interests in that area for Ngāti Tūwharetoa to co-author the drafts of those sections of the Conservation Management Strategy.
- 6.19 The parties have identified the key features of the arrangements for the joint preparation, amendment or review of the relevant Conservation Management Strategy or Strategies over the Ngāti Tūwharetoa Place. The key features of the arrangements and procedures are:
- 6.19.1 the Ngāti Tūwharetoa Place will be managed under the relevant Conservation Management Strategy or Strategies. A separate section of relevant Conservation Management Strategies will provide for the management of the Ngāti Tūwharetoa Place;
 - 6.19.2 the Ngāti Tūwharetoa Place Section of the relevant Conservation Management Strategies (the "Ngāti Tūwharetoa Place Section") will establish a conservation philosophy, principles, objectives and policies for the integrated management of the natural and historic resources, including any species, managed under conservation legislation within the Ngāti Tūwharetoa Place;
 - 6.19.3 as partners, the governance entity and the Crown will co-author the Ngāti Tūwharetoa Place Section;
 - 6.19.4 the Director-General and the governance entity will undertake jointly the processes that would otherwise be undertaken by the Director-General under section 17F of the Conservation Act 1987 including:
 - (a) drafting the Ngāti Tūwharetoa Place Section;
 - (b) consultation with the affected Conservation Boards;
 - (c) public notification of the draft Ngāti Tūwharetoa Place Section;
 - (d) calling for and receiving submissions on the draft Ngāti Tūwharetoa Place Section;
 - (e) hearing submissions;

- (f) revising the draft Ngāti Tūwharetoa Place Section; and
 - (g) preparing the report and recommendations on the draft Ngāti Tūwharetoa Place Section to the approval authority.
- 6.20 The Minister of Conservation and the governance entity will jointly participate in the processes that the Minister of Conservation would otherwise participate in under section 17F of the Conservation Act 1987; including:
- 6.20.1 receiving amended draft Sections from the New Zealand Conservation Authority; and
 - 6.20.2 making recommendations on amended draft Sections to the New Zealand Conservation Authority.

Department of Conservation Relationship Agreement

Principles governing the Relationship Agreement

- 6.21 The relationship agreement will be developed for the purpose set out in clause 6.17 as it applies to the Ngāti Tūwharetoa area of interest (excluding Tongariro National Park) and in order to give practical effect to the principles of the Treaty of Waitangi (which are currently set out in He Kaupapa Rangatira²), with particular attention to the principle of whakawhanaungatanga or partnership.
- 6.22 It is acknowledged that:
- 6.22.1 in the governance and management of public conservation land in the Ngāti Tūwharetoa area of interest, Ngāti Tūwharetoa's tikanga, values and cultural heritage need to be recognised and protected by making provision for Ngāti Tūwharetoa to act as kaitiaki;
 - 6.22.2 hapū of Ngāti Tūwharetoa shall be actively involved in relation to any issues of particular concern to those hapū;
 - 6.22.3 the parties will take into account each party's ability to make commitments within their capacity and resources; and
 - 6.22.4 the parties will adopt a positive and collaborative approach, including acting in good faith, fairly and reasonably.

Mechanisms for implementing the Relationship Agreement

- 6.23 The relationship agreement will provide mechanisms to ensure the purpose and principles of the relationship agreement are implemented in:
- 6.23.1 The Department of Conservation's governance and planning processes; and

²

Section 3.7.4 of the Conservation Management Strategy for the Tongariro-Taupo Conservancy.

- 6.23.2 The Department of Conservation's ongoing management and operations in the Ngāti Tūwharetoa area of interest.

6.24 The mechanisms will include:

- 6.24.1 the development of an iwi management plan by Ngāti Tūwharetoa that records their relationship with public conservation land, including cultural and heritage values, and the location of wāhi tūpuna and wāhi tapu and the use of traditional resources. Ngāti Tūwharetoa may decide that the iwi management plan, or parts of it, is/are confidential to Ngāti Tūwharetoa and (subject to any legal obligation under certain legislation such as the Official Information Act 1982) may require the Department of Conservation not to disclose any parts of the plan;
- 6.24.2 arrangements to ensure that Ngāti Tūwharetoa is fully informed at an early stage of the Department of Conservation's proposed decisions and operations, and that Ngāti Tūwharetoa and the Department of Conservation discuss any issues of concern to Ngāti Tūwharetoa or their hapū and endeavour to obtain a mutually satisfactory resolution of those issues;
- 6.24.3 an annual meeting of governance entity representatives and relevant Department of Conservation officials to discuss business planning for public conservation land in the following year, including the setting of national and regional priorities, any special projects that Ngāti Tūwharetoa may propose and any other matter of interest to Ngāti Tūwharetoa;
- 6.24.4 annual reviews by Ngāti Tūwharetoa and the Department of Conservation respectively setting out their assessments of how well the implementation of the relationship agreement is progressing. Ngāti Tūwharetoa will present their review to the Minister, the Director-General or the relevant Director of Partnerships (or successive Department of Conservation official) as the governance entity determines; the Department of Conservation will present their review to the governance entity;
- 6.24.5 an annual hui in which the relationship is reviewed, and the Department of Conservation and the Ngāti Tūwharetoa governance entity report to Ngāti Tūwharetoa on the outcome of the Department of Conservation's business plans for the following year and any other issues as requested by the governance entity, hapū or the Department of Conservation;
- 6.24.6 regular meetings between the Ngāti Tūwharetoa governance entity and the Department of Conservation (at least quarterly, unless otherwise mutually agreed);
- 6.24.7 a process for ensuring that the relevant hapū are actively involved in any issues of concern to them; and
- 6.24.8 arrangements to ensure that the Ngāti Tūwharetoa governance entity and hapū have meaningful input into applications for statutory authorisations under

conservation legislation, including but not limited to assessing the cultural impact of the proposed activities.

Other matters

- 6.25 In addition to the matters referred to in this agreement in principle, the relationship agreement may cover matters such as:
- 6.25.1 providing for the protection of cultural and historic heritage sites, including wāhi tapu and wāhi taonga, and other places of historical and cultural significance to Ngāti Tūwharetoa on public conservation land;
 - 6.25.2 providing for Ngāti Tūwharetoa's aspirations for effective kaitiakitanga and protection of the Western Bays area of Lake Taupo (Taupomoana), a wāhi tūpuna;
 - 6.25.3 access to, and the use of, cultural materials gathered from public conservation land for cultural purposes;
 - 6.25.4 visitor and public information, in particular, opportunities for input into visitor appreciation;
 - 6.25.5 input into the Department of Conservation's species management work;
 - 6.25.6 co-operation on freshwater fisheries;
 - 6.25.7 co-operation on advocacy under the Resource Management Act 1991;
 - 6.25.8 participation by Ngāti Tūwharetoa in any name changes instituted by the Department of Conservation;
 - 6.25.9 confidentiality mechanisms for the protection of culturally sensitive information; and
 - 6.25.10 conservation management education and training of Ngāti Tūwharetoa people, and the employment by the Department of Conservation of suitably qualified Ngāti Tūwharetoa people.

Redress relating to the Tongariro-Taupo Conservation Board

- 6.26 The settlement documentation will provide for:
- 6.26.1 Ngāti Tūwharetoa to nominate a person for appointment by the Minister of Conservation to the Tongariro-Taupo Conservation Board in addition to the appointment of Te Ariki (paramount chief) of Ngāti Tūwharetoa pursuant to section 6P(5)(b) of the Conservation Act 1987; and
 - 6.26.2 Ngāti Tūwharetoa to have the right to endorse recommendations for ministerial appointments to the Tongariro-Taupo Conservation Board that the Minister of Conservation must have regard to when making appointments to the Board.

- 6.27 In the event of any change to the structure of the conservation boards, the Crown undertakes to ensure that Ngāti Tūwharetoa maintains their governance position in relation to any new structure adopted.

Fishery redress

- 6.28 The waterways of the central North Island were once bountiful with native fish such as kōkopu, kōura (freshwater crayfish), kōaro (whitebait), and tuna (eel). These fisheries were a vital part of Ngāti Tūwharetoa's traditional staple diet. The fisheries were also renowned as the kai rangatira (food of chiefs) of Ngāti Tūwharetoa. Prior to the introduction of trout, catfish and other non-native fish species, the lakes and waterways within the rohe enabled Ngāti Tūwharetoa to provide ample native fish at hui, tangi and other important iwi gatherings.
- 6.29 Following the introduction of exotic fish, some native fish species have become extinct and others have dwindled. Introduced trout preyed on native fish species and competed with them for food. This has meant that Ngāti Tūwharetoa are unable to fully exercise their customary fishing rights provided for under section 14(2) of the Maori Land Amendment and Maori Land Claims Adjustment Act 1926.
- 6.30 The decline of native species has meant that Ngāti Tūwharetoa has lost a major customary source of food and can no longer provide their manuhiri with a full range of 'kai rangatira' from their region. Ngāti Tūwharetoa have also lost cultural and practical knowledge of specialist fishing and hunting practices associated with the harvesting of native fish. Ngāti Tūwharetoa consider this undermines their ability to carry out traditional practices, including the manaaki of manuhiri and the ability to provide for the wellbeing of Ngāti Tūwharetoa me ōnā whānau, hapū and marae.

Tongariro National Trout Centre

- 6.31 The deed of settlement is to provide for the following cultural redress arrangements with respect to the Tongariro National Trout Centre site:
- 6.31.1 for the purposes of raising trout to harvest for significant Ngāti Tūwharetoa hui, tangi and other occasions,
- (a) arrangements for Ngāti Tūwharetoa to utilise a raceway at the Tongariro National Trout Centre;
 - (b) arrangements for Ngāti Tūwharetoa to use any other existing facilities that the Department of Conservation considers are not required by the Department of Conservation; and
 - (c) arrangements to enable Ngāti Tūwharetoa to construct and manage any new facilities agreed by the trust (referred to in clause 6.31.3);
- 6.31.2 the inclusion of a clause in the Department of Conservation relationship agreement (as provided for in clauses 6.21 to 6.25) that provides for Department of Conservation staff to work with Ngāti Tūwharetoa cadets selected and sponsored by the governance entity and approved by the Department of Conservation to acquire the knowledge and develop the skills

required to successfully raise and harvest trout at the Tongariro National Trout Centre;

- 6.31.3 the establishment of a trust under the Reserves Act 1977 comprising six members to administer the land occupied by the Tongariro National Trout Centre, with the governance entity, Minister of Conservation and the Tongariro National Trout Centre Society appointing two members each;
- 6.31.4 the vesting of part of the land occupied by the Tongariro National Trout Centre (as shown on Map 20), subject to recreation reserve status, in the governance entity;
- 6.31.5 the settlement legislation to declare the Crown-held land occupied by the Tongariro National Trout Hatchery site (the area shown on Map 20 as Part Ohuanga North 1, Part Ohuanga South 1, Part Ohuanga South 2B2, Section 2 Block III Pihanga Survey District, and Closed Road SO 18192) a recreation reserve;
- 6.31.6 arrangements established under clauses 6.31.1 and 6.31.5 to be subject to:
 - (a) any encumbrances or other third party rights and interests existing at the settlement date, including any rights that may arise under the Public Works Act 1981;
 - (b) arrangements for the Department of Conservation to continue its biodiversity activities on the site, including making provision for restocking the Tongariro-Taupo fisheries in the event of a natural disaster; and
 - (c) the assets existing at the date of settlement to remain in their current ownership;
- 6.31.7 nothing in these fishery redress provisions is intended to cause the diminishment of the Department of Conservation's current activities at the Tongariro National Trout Centre.

Other fishery redress

- 6.32 Ngāti Tūwharetoa seek to preserve traditional fishing practices, including customary management of freshwater fisheries and cultural harvest. Ngāti Tūwharetoa acknowledge that this would require robust evidence as to the health of freshwater fisheries, and seek to work with the Department of Conservation to establish such a regime.
- 6.33 The deed of settlement is to provide for the following arrangements in relation to species of fish and fisheries in Ngāti Tūwharetoa's area of interest:
 - 6.33.1 a Crown acknowledgment of the special association of Ngāti Tūwharetoa with species of fish and the fisheries in their area of interest; and
 - 6.33.2 the inclusion of a provision in the Department of Conservation relationship agreement (referred to in clause 6.21 to 6.24) that provides for the

Department of Conservation to work with the governance entity to achieve better outcomes for fish species and to develop initiatives to preserve as far as practicable native fish.

- 6.34 The deed of settlement is to provide that by or on the settlement date, the Minister for Primary Industries will provide the governance entity with a right of first refusal within Ngāti Tūwharetoa's core area of interest over species that are introduced into the quota management system in the future, and are managed under the Fisheries Act 1996. The details of a right of first refusal will be outlined in the deed of settlement.

Lake Rotoaira trout fishery

- 6.35 The Crown agrees to amend, outside of the Treaty settlement process, the licensing and permitting regime for trout fishing at Lake Rotoaira by Gazette Notice under the Taupo Fishery Regulations 2004, by:
- 6.35.1 creating a separate angler's licence for Lake Rotoaira;
 - 6.35.2 empowering the Lake Rotoaira Trust to issue angler's licences for the Lake Rotoaira fishery;
 - 6.35.3 setting the licence fee for Lake Rotoaira at \$0.00; and
 - 6.35.4 requiring the Lake Rotoaira Trust to continue to cover the costs of managing the Lake Rotoaira fishery through the access permit regime required under the Maori Purposes Act 1959.

Mahinga Kai Fund

- 6.36 Ngāti Tūwharetoa have identified as key aspiration of settlement the restoration of traditional mahinga kai (food sources) and places of cultural harvest and the nurturing of matauranga Māori concerning them.
- 6.37 A contestable cultural redress fund (the Mahinga Kai Fund) of \$250,000 will be established. The fund is to be administered by the governance entity for use in the restoration of traditional mahinga kai, places of harvest and the practice of matauranga Māori within the Ngāti Tūwharetoa area of interest, including:
- 6.37.1 kōura, kōaro, kōkopu, tuna and other native fish;
 - 6.37.2 native birds;
 - 6.37.3 native plants; and
 - 6.37.4 other traditional resources.
- 6.38 Nothing in clause 6.32 or 6.37 is intended to modify existing legislative frameworks.

Potential cultural redress properties

- 6.39 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.
- 6.40 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 subject to existing third party rights, including the data and proposed conditions provided in Table 1 below. The parties acknowledge that the arrangements for the administration of certain properties have not been confirmed and further discussions with the Taupo District Council are required.

Table 1 - Potential cultural redress properties

Name of area	General description/location	Conditions of vesting / Specific conditions currently known
Aratiatia Flats 1 As shown on Map 5	<i>South Auckland Land District – Taupo District</i> 40 hectares, more or less, being Section 1 SO 381263. Part Gazette 1887 p675 and Gazette 1886 p778. LINZ ID 19049, Te Aro Road, Wairakei.	
Aratiatia Flats 2 As shown on Map 5	<i>South Auckland Land District – Taupo District</i> 59.6 hectares, more or less, being Section 2 SO 381263. Part Gazette 1887 p675 and Gazette 1886 p778. LINZ ID 19049, Te Aro Road, Wairakei.	
Atahaka (Part Aratiatia Conservation Area) As shown on Map 6	<i>South Auckland Land District – Taupo District</i> 3.6900 hectares, more or less, being Section 1 SO 59998. All computer interest register 79836.	As historic reserve.

Broadlands Road Geo-thermal Scenic Reserve As shown on Map 7	<i>South Auckland Land District – Taupo District</i> 39.0167 hectares, more or less, being Section 10 SO 397435, Sections 13 and 15 SO 438782. All computer freehold register 657075.	Subject to scientific reserve status, with a conservation covenant to prevent geothermal development and protect the natural features of the site.
Five Mile Bay Recreation Reserve As shown on Map 8	<i>South Auckland Land District – Taupo District</i> 55.6460 hectares, more or less, being Section 1 SO 59452. All Gazette 1994 p1411. 0.0041 hectares, more or less, being Lot 313 DP 356786. All computer freehold register 234767. 0.0241 hectares, more or less, being Lot 314 DP 356786. All computer freehold register 234768.	Approximately 8.60 hectares unencumbered; Approximately 21.08 hectares subject to a covenant restricting building height; Approximately 19.00 hectares subject to scenic reserve status including a conservation covenant requiring the governance entity to undertake activities to enhance the scenic values of the site; Approximately 7.00 hectares as local purpose reserve, including provision for retaining freedom camping; Subject to a right of way in favour of the Minister of Conservation.
Hatepe Recreation Reserve As shown on Map 9	<i>South Auckland Land District – Taupo District</i> 17.3585 hectares, approximately, being Section 6 and Part Section 4 Block I Waitahanui Survey District. Part Gazette notice H5300913. Subject to survey.	As recreation reserve.
Karapiti (Craters of the Moon) As shown on Map 10	<i>South Auckland Land District – Taupo District</i> 50.6740 hectares, more or less, being Section 9 SO 355555. Part Gazette notice B263233. LINZ ID 19031, Wairakei Forest.	Together with a right of way easement to be created for access and vehicle parking.
Lake Rotokawa Conservation Area As shown on Map 11	<i>South Auckland Land District – Taupo District</i> 203.2450 hectares, approximately, being Part Tauhara North 1. Subject to survey.	As scientific reserve and with conservation covenant to prevent geothermal development.

NGĀTI TŪWHARETOA AGREEMENT IN PRINCIPLE

Part Motuoapa Scenic Reserve As shown on Map 12	<i>South Auckland Land District – Taupo District</i> 7.70 hectares, approximately, being Part Section 5 Block III Tokaanu Survey District. Part Gazette notice H192606.1. Subject to survey.	As historic reserve.
Motutere Scenic Reserve As shown on Map 13	<i>South Auckland Land District – Taupo District</i> 108.0216 hectares, more or less, being Sections 6 and 7 Block II Tokaanu Survey District. Part Gazette notice H050269.	As scenic reserve.
Part Oruatua Conservation Area As shown on Map 14	<i>South Auckland Land District – Taupo District</i> 47.63 hectares approximately, being Part Tauranga Taupo 1B1. Subject to survey.	Subject to appropriate reserve status.
Tauhara Mountain Scenic Reserve As shown on Map 15	<i>South Auckland Land District – Taupo District</i> 36.6900 hectares, more or less, being Section 20 Block III Tauhara Survey District. All Gazette notice H290359.	As scenic reserve or subject to conservation covenant.
Taupo Courthouse Historic Reserve As shown on Map 16	<i>South Auckland Land District – Taupo District</i> 0.2360 hectares, more or less, being Section 5 Block XXXVI Town of Taupo. All Gazette 1968 p264. 0.1211 hectares, more or less, being Section 8 Block XXXVI Town of Taupo. All computer freehold register SA27B/312.	As historic reserve. Subject to the agreement of Heritage New Zealand Pouhere Taonga; and statutory provisions to protect the site's historic values, including the requirement for a reserve management plan under section 41 of the Reserves Act 1977 to ensure the reserve continues to be used for historic purposes. Subject to registration (Category II) for buildings in the NZ Heritage List/Rārangi Kōrero. Subject to agreement between Heritage New Zealand Pouhere Taonga and the Tūwharetoa Hapū Forum (or governance entity) on ongoing management of the site.

Taupo Landing Recreation Reserve As shown on Map 17	<i>South Auckland Land District – Taupo District</i> 2.7455 hectares, more or less, being Parts Section 6 Block XXXIV Town of Taupo. Balance computer freehold register SA14C/1198.	As recreation reserve, subject to retention in Crown ownership of the existing Crown-owned assets and improvements on the land; and the Taupo District Council being the administering body for the reserve under the Reserves Act 1977.
Part Former Tauranga Taupo School Site As shown on Map 18	<i>South Auckland Land District – Taupo District</i> 0.8130 hectares, more or less, being Lot 2 DP 426118. All computer freehold register 502860.	
Tokaanu Thermal Park Recreation Reserve As shown on Map 19	<i>Wellington Land District – Taupo District</i> 47.2909 hectares, more or less, being Section 1 Block V Tokaanu Township and Section 13 SO 436539. All computer interest register 576786. 0.1011 hectares, more or less, being Section 1A1 Block V Tokaanu Township. All Gazette notice 333532.1. 5.7080 hectares, more or less, being Sections 1 and 4 SO 436539. All computer interest register 576804.	Part as recreation reserve (site of the Tokaanu thermal baths) including the transfer of the Crown-owned assets and the improvements. Part as historic reserve (part of the reserve containing the hill Maunganamu).
Part Tongariro National Trout Centre As shown on Map 20	<i>Wellington Land District – Taupo District</i> 7.0441 hectares, more or less, being Part Ohuanga North 1A and Part Ohuanga South 1A. Balance computer freehold register WN430/31. 0.5805 hectares, approximately, being Closed Road SO 18192. All Gazette notice 872300. LINZ ID 292947, SH1, Turangi. Subject to survey.	As recreation reserve.

NGĀTI TŪWHARETOA AGREEMENT IN PRINCIPLE

Waihi Road Recreation Reserve As shown on Map 21	<i>Wellington Land District – Taupo District</i> 2.0400 hectares, more or less, being Lots 1 and 2 DP 51475. Part computer freehold register WN22A/245.	As recreation reserve.
Waihi Road Scenic Reserve As shown on Map 22	<i>Wellington Land District – Taupo District</i> 11.9908 hectares, more or less, being Lot 3 DP 51475. Part computer freehold register WN22A/245.	As scenic reserve with right of access for DOC for biodiversity management purposes.
Waipahihi Stream Conservation Area As shown on Map 23	<i>South Auckland Land District – Taupo District</i> 7.2674 hectares, more or less, being Part Sections 86 and 87 Block II Tauhara Survey District and Section 1 SO 350619. All computer interest register 294514.	As recreation reserve.
Land adjacent to Huka Falls As shown on Map 24	<i>South Auckland Land District – Taupo District</i> 16.0740 hectares, more or less, <i>on the true left bank of the Waikato River south and north of Huka Falls</i> , being Section 11 SO 355555. Part Gazette notice B263233 and all Gazette notice B006709. LINZ ID 19033, Wairakei.	Subject to a conservation covenant. Subject to a building covenant.
Part Wairakei Forest, Huka Falls Road As shown on Map 25	<i>South Auckland Land District – Taupo District</i> 18.0000 hectares, more or less, being Section 2 SO 61681. Part Gazette notice B263233. LINZ ID 19037.	Subject to covenant under section 27 of the Conservation Act 1987 to provide for free public access to the car park and to the east bank via the bridge and for DOC to manage and maintain its facilities and accept public liability for the use of those facilities; and a covenant in gross under the Land Act 1948 to restrict new buildings without DOC consent.
Loop Road, Wairakei As shown on Map 26	<i>South Auckland Land District – Taupo District</i> 2.1215 hectares, more or less, being Sections 3, 4 and 5 SO 61681. Part Gazette notice B263233. LINZ ID 19038.	

Karetoto 1, Wairakei As shown on Map 27	<i>South Auckland Land District – Taupo District</i> 10.5250 hectares, more or less, being Section 7 SO 61681. Part Gazette notice B263233. LINZ ID 19047, Karetoto Road.	
--	--	--

Ngāti Tūwharetoa's aspirations for New Zealand Defence Force lands

- 6.41 The Crown recognises that Ngāti Tūwharetoa have aspirations to secure redress over lands currently held by the Crown for Defence purposes near Waiouru. A number of other iwi and hapū have interests in the Waiouru Defence lands, which will be investigated as part of the Waitangi Tribunal's Taihape Inquiry.
- 6.42 The New Zealand Defence Force considers that lands at Waiouru are of strategic and operational importance and will continue to be required for the foreseeable future.
- 6.43 If prior to the deed of settlement, the New Zealand Defence Force determines that land is no longer required, the Chief of Defence Force will consult with the Tūwharetoa Hapū Forum and other iwi and hapū with interests to consider the return of the land.

Overlay classification

- 6.44 Ngāti Tūwharetoa have sought to have their interests in Pureora Forest Park recognised through this settlement. The Tūwharetoa Hapū Forum and the Crown have agreed that the deed of settlement will provide for the settlement legislation to:
- 6.44.1 declare the area described on Map 28 and in Table 2 below as subject to an **overlay classification**;
 - 6.44.2 provide the Crown's acknowledgement of a statement of Ngāti Tūwharetoa's values in relation to the area;
 - 6.44.3 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 Tūwharetoa's values; and
 - (ii) the protection principles agreed by the parties;
 - (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 Tūwharetoa's values and the protection principles;

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

6.44.5 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.

6.45 Ngāti Tūwharetoa recognise that other iwi and hapū have interests within Pureora Forest Park, however, at present some of those iwi and hapū have yet to reach a settlement of their historical Treaty of Waitangi claims with the Crown. Ngāti Tūwharetoa note that they would support all iwi and hapū with interests in Pureora Forest Park having recognition of those interests, such as by modifying the overlay classification to provide a joint overlay classification, with joint protection principles and actions of the Director-General.

Table 2 – Overlay classification

Overlay areas to which the overlay classification is to apply	General description/location
Pureora Forest Park	State Highway 30

Crown shares in Māori land

6.46 The Crown owns shares in nine Māori freehold land blocks within Ngāti Tūwharetoa's area of interest. The blocks are of immense cultural value to Ngāti Tūwharetoa, particularly Ketetahi Springs on Mount Tongariro, which are wāhi tapu for all of Ngāti Tūwharetoa. Ngāti Tūwharetoa seek the return of the Crown's shares to the appropriate Ngāti Tūwharetoa hapū.

6.47 The Crown and the Tūwharetoa Hapū Forum agree to explore, outside the Treaty settlement process and within the wider context of Crown shares in Māori freehold land, how Crown shares in the nine Māori freehold land blocks within Ngāti Tūwharetoa's area of interest can be returned to the appropriate whānau or hapū.

Statutory acknowledgements

6.48 The deed of settlement is to provide for the settlement legislation to:

6.48.1 provide the Crown's acknowledgement of the statements by Ngāti Tūwharetoa of their particular cultural, spiritual, historical, and traditional association with each of the areas below (as shown on Map 4) as statutory areas to the extent that those areas are owned by the Crown:

- (a) the following rivers within Ngāti Tūwharetoa's area of interest:

- (i) Waiotaka River and its tributaries;
- (ii) Rangitaiki River and its tributaries; and
- (iii) Waikato River and its tributaries;
- (b) the following lakes within Ngāti Tūwharetoa's area of interest:
 - (i) Lake Rotokawa;
 - (ii) Lake Te Whaiau; and
 - (iii) Lake Otamangakau;
- (c) the following mountains within Ngāti Tūwharetoa's area of interest including:
 - (i) Titirapunga; and
 - (ii) Pureora;
- (d) the following geothermal fields within Ngāti Tūwharetoa's area of interest:
 - (i) Tokaanu-Waihi-Hipaua;
 - (ii) Horomatangi;
 - (iii) Wairakei-Tauhara; and
 - (iv) Rotokawa.

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

6.48.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area;

6.48.4 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

6.48.5 enable the governance entity, and any member of Ngāti Tūwharetoa, to cite the statutory acknowledgements as evidence of the settling group's association with a statutory area.

6.49 The deed of settlement is to recognise, without provision for legislative impact, the Crown's acknowledgement of the statements by Ngāti Tūwharetoa of the importance of:

- 6.49.1 the relationship of Ngāti Tūwharetoa with their land, taonga, flora and fauna within Ngāti Tūwharetoa's area of interest; and
- 6.49.2 the future generations of Ngāti Tūwharetoa as taonga to be protected by whānau, hapū and iwi.

Proposed official geographic names

- 6.50 The deed of settlement is to provide for the settlement legislation to provide for each of the names listed in Table 3 below to be the official geographic name of the feature, subject to the agreement of the parties and the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa.

Table 3 - Proposed official geographic names

Existing geographic name	Proposed official geographic name	General description of location/feature
Unnamed - Part Waihi Kahakaharoa	Te Rapa	Unnamed cliff forming part of the Waihi Kahakaharoa block
Mission Bay	Ōtaiātoa	Bay of Lake Taupo (Taupomoana)
Bulli Point	Te Poporo	Point/cliff protruding into Lake Taupo (Taupomoana)
Hallets Bay (Hamuria)	Pāka	Bay of Lake Taupo (Taupomoana)
Rock of Tia (local use name)	Te Toka ā Tia	Small island (appears to be a large rock) within the Waikato River, just north of Huka falls
Cherry Island (local use name)	Motutahae	Island in the Waikato River
Rat Island (local use name)	Whakamorerore	Island in the Waikato River
Unnamed	Parakiri	Area on the eastern bank of the head of the Waikato River

Relationship redress

Protocols

- 6.51 The deed of settlement is to require that the responsible Minister issue the governance entity with the protocols referred to in Table 4 below, if Ngāti Tūwharetoa notifies the Crown in writing at least three months prior to the initialling of the deed of settlement.
- 6.52 A protocol will provide for the Crown's interaction with the governance entity in relation to specified matters.

Table 4 - Protocols

Responsible Minister	Protocol
Minister for Arts, Culture and Heritage	Taonga Tūturu protocol
Minister for Primary Industries	Primary Industries protocol
Minister of Energy and Resources	Crown Minerals protocol

Relationship Agreement with the Department of Corrections

- 6.53 Should Ngāti Tūwharetoa give notice to the Department of Corrections, the deed of settlement is to require the Department to enter into a relationship agreement with the governance entity in relation to specified matters including:
- 6.53.1 service delivery; and
- 6.53.2 the care and protection of, and access to, wāhi tapu situated on land administered, controlled or managed by the Department of Corrections.

Other relationship redress

- 6.54 The deed of settlement will provide for the Deputy Secretary, Treaty and Director, Office of Treaty Settlements to write letters of introduction to the following local authorities; to introduce Ngāti Tūwharetoa and the governance entity:
- 6.54.1 Manawatu District Council;
- 6.54.2 Rangitikei District Council;
- 6.54.3 Ruapehu District Council; and
- 6.54.4 Horizons Regional Council.
- 6.55 The purpose of the letters is to raise the profile of Ngāti Tūwharetoa with the local authorities and advise of the aspirations of specific Ngāti Tūwharetoa hapū to work more collaboratively/closely with the local authority. The text of the letters will be

agreed between the mandated negotiators and the Crown and issued as soon as practicable after the establishment of the governance entity and before settlement date.

Cultural and social wellbeing

- 6.56 The Crown acknowledges that Ngāti Tūwharetoa aspire to work with Crown agencies on projects to enhance the education, health and living standards of Ngāti Tūwharetoa people, and to improve their cultural and spiritual wellbeing. The 2013 Census shows that Ngāti Tūwharetoa people have suffered significant social and economic deprivation, which is illustrated by the following statistics:
- 6.56.1 Ngāti Tūwharetoa people had a median income of \$21,900 (compared to a national average of \$28,500, and a national Māori average of \$23,700);
 - 6.56.2 32.2% of Ngāti Tūwharetoa had received income support in the 12 months prior to the census; and
 - 6.56.3 55.3% of Ngāti Tūwharetoa lived in rental accommodation (17.9% of which was provided by Housing New Zealand).
- 6.57 Beyond the settlement, Ngāti Tūwharetoa aspire to support Māori landowners in their area of interest to develop their lands and resources for the benefit of their people. Ngāti Tūwharetoa consider that there are significant opportunities for sustainable development of their lands, forests, farms, fisheries and other natural resources. This would make a significant contribution to whānau and hapū of Ngāti Tūwharetoa, and also to the district, regional and national economies.
- 6.58 The Crown will, outside of this settlement, work with Ngāti Tūwharetoa to develop a socio-economic data profile for Ngāti Tūwharetoa members prior to the deed of settlement. Ngāti Tūwharetoa will then approach Crown agencies in relation to any issues identified by the profile.

Cultural redress non-exclusive

- 6.59 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.

Amendments outside this agreement

- 6.60 To avoid doubt, the processes referred to in clauses 6.35, 6.47 and 6.56 to 6.58 reflect the mutual goodwill and the relationship between the Crown and Ngāti Tūwharetoa. The processes referred to in these clauses do not constitute redress and will not be included in the deed of settlement. The deed of settlement is not contingent on these matters.

7 HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY

7.1 The deed of settlement will include:

- 7.1.1 an agreed account of the historical relationship between Ngāti Tūwharetoa and the Crown which will be developed by the parties, and will be structured around, and support, the Crown's acknowledgements;
- 7.1.2 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 Tūwharetoa; and
- 7.1.3 a Crown apology for those breaches of the Treaty of Waitangi/Te Tiriti o Waitangi and its principles.

Crown acknowledgements

7.2 The historical account will address the issues listed below:

- 7.2.1 Ngāti Tūwharetoa before 1840;
- 7.2.2 Ngāti Tūwharetoa's rejection of Te Tiriti o Waitangi/the Treaty of Waitangi;
- 7.2.3 Pre-1865 Crown Purchasing;
- 7.2.4 The Kingitanga;
- 7.2.5 Warfare;
- 7.2.6 The Mohaka-Waikare Confiscation;
- 7.2.7 19th Century Crown Purchasing;
- 7.2.8 Wairakei and Tatua;
- 7.2.9 Wharewaka and Parakiri;
- 7.2.10 Te Rohe Pōtae and the Taupōnuiātia Application;
- 7.2.11 The Tuku of Tongariro and the Creation of Tongariro National Park;
- 7.2.12 Ketetahi Hot Springs;
- 7.2.13 Tokaanu Native Township;

- 7.2.14 The Introduction of Trout;
- 7.2.15 Tongariro Timber Company;
- 7.2.16 Pihanga Scenic Reserve;
- 7.2.17 20th Century Crown Purchasing;
- 7.2.18 The Crown's Acquisition of Lake Taupo (Taupomoana);
- 7.2.19 Land Development Schemes;
- 7.2.20 Defence Lands;
- 7.2.21 Wairākei Geothermal Power Scheme;
- 7.2.22 Waikato River Hydro-Electric Power Scheme and Lake Taupo (Taupomoana) Control Gates;
- 7.2.23 Kawerau Pulp and Paper Mill;
- 7.2.24 The Tongariro Power Development Scheme;
- 7.2.25 Taupo Basin Reserves Scheme;
- 7.2.26 Public Works; and
- 7.2.27 Socio-Economic Issues.

- 7.3 The Crown makes the following provisional acknowledgements to Ngāti Tūwharetoa of its acts and omissions which have breached the Treaty of Waitangi/Te Tiriti o Waitangi and its principles, or caused prejudice to Ngāti Tūwharetoa. These acknowledgements are not final and will be subject to further negotiations. They may be amended following the negotiation of Ngāti Tūwharetoa's historical account for inclusion in the deed of settlement.

Provisional Crown acknowledgements

Treaty of Waitangi

- 7.4 The Crown acknowledges that its right to govern is based on the Treaty of Waitangi, which Ngāti Tūwharetoa did not agree to, and which their Ariki Mananui Te Heuheu Tukino II refused to sign. Nevertheless, the Crown further acknowledges that the undertakings it made to Māori in the Treaty of Waitangi apply to Ngāti Tūwharetoa. The Crown hereby recognises the legitimacy of Ngāti Tūwharetoa's grievances and historical claims, and makes the following acknowledgements:

Pre-1865 Crown Purchasing

7.5 The Crown acknowledges that:

- 7.5.1 it included land within the boundary of the 1851 Ahuriri purchase in which Ngāti Tūwharetoa had interests without obtaining any Ngāti Tūwharetoa consent to this transaction;
- 7.5.2 it did not pay Ngāti Tūwharetoa for this land until after it had been representing this transaction as a completed purchase; and
- 7.5.3 this was a breach of the Treaty of Waitangi and its principles.

Warfare

7.6 The Crown acknowledges that:

- 7.6.1 following the invasion of its armed forces in the Waikato in 1863, some portions of Ngāti Tūwharetoa were drawn into the fighting because of their allegiance to King Tawhiao; and
- 7.6.2 some Ngāti Tūwharetoa lost their lives during the siege and battle at Orakau in 1864.

7.7 The Crown acknowledges that one rangatira with Ngāti Tūwharetoa affiliations was caught up in the Crown's unjustified attack on Ōmarunui in 1866, and detained on the Chatham Islands without trial and in harsh conditions for nearly two years. These actions were unjust and a breach of the Treaty of Waitangi and its principles.

7.8 The Crown acknowledges that:

- 7.8.1 its military forces partook in looting at Tokaanu in the aftermath of the fighting at Tauranga-Taupo and Tokaanu, and engaged in tactics that damaged and depleted some of Ngāti Tūwharetoa's kainga and cultivations;
- 7.8.2 some Ngāti Tūwharetoa lost their lives during the battle at Te Pōrere in 1869;
- 7.8.3 it constrained the movement of Horonuku Te Heuheu Tukino IV and his whānau at Pākōwhai in Napier from October 1869 to July 1870, where he was kept under the surveillance of Hawke's Bay chiefs following his surrender after his involvement alongside Te Kooti in the battle of Te Pōrere; and
- 7.8.4 some of its military forces engaged in looting in Tapuaeharuru, and in one instance of profound disrespect, exhumed the bones of a Māori chief.

7.9 The Crown acknowledges that the wars of the 1860s disrupted the social, political and economic patterns of Ngāti Tūwharetoa.

Raupatu

7.10 The Crown acknowledges that:

- 7.10.1 between 1867 and 1870 it compulsorily extinguished Ngāti Tūwharetoa customary interests that were within the Mohaka-Waikare confiscation district;
- 7.10.2 it was not until the 1920s that legislation was amended enabling the Native Land Court to investigate, and ultimately award, Ngāti Tūwharetoa interests at Te Matai No. 2 block in the 1920s;
- 7.10.3 it never returned the other land in the confiscation district in which Ngāti Tūwharetoa held customary interests; and
- 7.10.4 its extinguishment of Ngāti Tūwharetoa's customary interests and retention of some of this land breached the Treaty of Waitangi and its principles

7.11 The Crown acknowledges that it unjustly excluded Ngāti Tūwharetoa from the title it awarded for Tarawera when it returned this land to individual Māori following the Mohaka-Waikare confiscation. Although some Ngāti Tūwharetoa were awarded interests in Tarawera in 1924 after the Crown wrongly concluded that the block was outside the boundaries of the confiscation, the Crown took steps in 1952 to restore the pre-1924 position. The unjust exclusion of Ngāti Tūwharetoa from the ownership of Tarawera was a breach of the Treaty of Waitangi and its principles.

Native Land Laws

7.12 The Crown acknowledges that:

- 7.12.1 it did not consult Ngāti Tūwharetoa before introducing land laws in the 19th century which provided for the individualisation of Māori land holdings which had previously been held in tribal tenure;
- 7.12.2 between 1865 and 1873 the native land laws provided for legal ownership of Māori land to be awarded to a maximum of ten individuals who were legally able to treat this land as their personal property;
- 7.12.3 it allowed the hearing of Pakaututu to proceed at Napier in 1869 at a time when a number of Ngāti Tūwharetoa refugees had fled their homes to avoid warfare;
- 7.12.4 the individualised titles obtained from Native Land Court processes made Ngāti Tūwharetoa lands more susceptible to partition, fragmentation and alienation, and this led to the erosion of Ngāti Tūwharetoa's tribal structures. The Crown's failure to protect these structures was a breach of the Treaty of Waitangi and its principles.

19th Century Crown Purchasing

- 7.13 The Crown acknowledges that the combined effect of it:
- 7.13.1 paying advances of rent to secure Ngāti Tūwharetoa agreement to lease land blocks before the Native Land Court had determined the ownership of these blocks, or before the Court had resolved defects in titles it had previously determined;
 - 7.13.2 declining to pay regular rentals until after the Native Land Court had determined the ownership of these blocks or resolved defects in their titles;
 - 7.13.3 preventing Ngāti Tūwharetoa from securing the titles they needed to receive regular rentals for a number of years by suspending the operation of the Native Land Court between 1873 and 1877;
 - 7.13.4 imposing monopoly powers which prevented Ngāti Tūwharetoa from drawing economic benefit from their land while it was subject to Crown negotiations; and
 - 7.13.5 withdrawing from the lease arrangements after 1877, and refusing to lift its monopoly powers until after Ngāti Tūwharetoa had repaid the Crown's initial advances of rent,
 - 7.13.6 meant that the Crown purchased land from Ngāti Tūwharetoa which they would have preferred to lease, and that the Crown's unreasonable approach to negotiations breached the Treaty of Waitangi and its principles.
- 7.14 The Crown acknowledges that Ngāti Tūwharetoa considered Taupōnuiātia as their "Rohe Pōtae", and that the costs of obtaining a legal title for Taupōnuiātia from the Native Land Court in 1887 led to the sale of a significant proportion of this block.
- 7.15 The Crown acknowledges that the native land laws failed to offer an effective form of corporate title which facilitated Ngāti Tūwharetoa's tribal control over their lands until 1894, and this was a breach of the Treaty of Waitangi and its principles.

Wharewaka

- 7.16 The Crown acknowledges that it failed to honour an agreement to reserve an important fishing site at Wharewaka when it purchased Tauhara Middle in 1875, and this was a breach of the Treaty of Waitangi and its principles.

Tongariro and Tongariro National Park

- 7.17 The Crown acknowledges the profound significance of Tongariro Maunga to Ngāti Tūwharetoa. The Crown also acknowledges that through his tuku in 1887, Horonuku Te Heuheu Tukino IV sought to create a shared responsibility with the Crown to protect and preserve the mountains for Ngāti Tūwharetoa, for other iwi, and for all New Zealanders. The Crown further acknowledges that:

- 7.17.1 Horonuku intended to retain Ngāti Tūwharetoa's authority over the mountains in partnership with the Queen, and not to make an unconditional gift; however, legal ownership of the mountains was vested solely in the Crown and it has not always honoured its reciprocal obligations;
- 7.17.2 this began a process whereby Ngāti Tūwharetoa's authority over the taonga and their ability to exercise their kaitiakitanga has been greatly reduced. In particular, the Crown acknowledges that legislation for the governance of Tongariro National Park failed to maintain a regime which reflected the spirit of the 1887 tuku by:
- (a) excessively diluting the role of Ngāti Tūwharetoa in the administration of Tongariro National Park by appointing increasing numbers of non-Māori members to the Tongariro National Park Board;
 - (b) unilaterally abolishing Tūreiti Te Heuheu Tukino V's trusteeship on the Board between 1914 and 1922; and
 - (c) this was a breach of the Treaty of Waitangi and its principles.
- 7.17.3 it failed to fulfil the requests Horonuku Te Heuheu made in 1887 that the Crown facilitate the removal of Mananui Te Heuheu Tukino II's remains from Tongariro Maunga, and erect a memorial to Mananui Te Heuheu. These failures were inconsistent with the Crown's duty to act in good faith, and were a breach of the Treaty of Waitangi and its principles.

Rangipō North No. 8 Block

- 7.18 The Crown acknowledges that it breached the Treaty of Waitangi and its principles by failing to purchase from, to identify, to consult with, or to compensate the Ngāti Tūwharetoa owners of the Rangipō North No. 8 block before including the block in the proclamation which established Tongariro National Park in 1907.

Ketetahi Springs

- 7.19 The Crown acknowledges the spiritual importance of the Ketetahi Springs to Ngāti Tūwharetoa, and that:
- 7.19.1 the certificate of title for the Ketetahi Springs block did not accurately reflect the area identified by the owners to be reserved from the Tongariro No.1C block and the Tongariro National Park, and took many decades to remedy;
 - 7.19.2 until as late as 1958, the Crown pursued the purchase of Ketetahi Springs despite the clear intention of its Ngāti Tūwharetoa owners to retain the whole of the Springs in private ownership;
 - 7.19.3 the Tongariro Alpine Crossing Track was constructed across the Ketetahi Springs block, and tourists have trespassed on Ngāti Tūwharetoa's privately-held property; and

- 7.19.4 that all of these actions have been a source of grievance and distress for Ngāti Tūwharetoa.

20th Century Purchasing - Pihanga Scenic Reserve

- 7.20 The Crown acknowledges that when negotiating to purchase Ngāti Tūwharetoa land in the 20th century:

- 7.20.1 it made a sham of provisions in the native land legislation which provided for collective decision-making about land alienations by meetings of the assembled owners when it purchased individual interests in Ngāti Tūwharetoa land blocks after meetings of the assembled owners had rejected Crown offers;
- 7.20.2 it caused Ngāti Tūwharetoa to lose development opportunities by unreasonably maintaining monopoly powers for long periods of time over the land which became the Pihanga Scenic Reserve, and that Ngāti Tūwharetoa owners had shown no interest in selling;
- 7.20.3 its maintenance of these monopoly powers led to the gift of Mount Pihanga, a sacred taonga and tūpuna wahine of Ngāti Tūwharetoa; and
- 7.20.4 in these circumstances, the Crown's approach to land purchase negotiations did not live up to the standards of good faith required of the Crown under the Treaty and therefore breached the Treaty of Waitangi and its principles.

Trout

- 7.21 The Crown acknowledges that it introduced rainbow trout, an exotic freshwater fish species, into Lake Taupo (Taupomoana) and the waterways of Tongariro, which significantly depleted the indigenous freshwater fish species, a vital resource upon which Ngāti Tūwharetoa depended for food, hospitality, trade and koha.

Tongariro Timber Company

- 7.22 The Crown acknowledges that:

- 7.22.1 Ngāti Tūwharetoa regarded the indigenous timber industry as a significant economic opportunity, and actively sought to establish a sawmilling venture, the Tongariro Timber Company, to provide employment and long-term development opportunities for their hapū and communities;
- 7.22.2 following its change to the specifications required for the proposed Tongariro Timber Company rail line in 1921, investors were discouraged from investing in the venture which contributed to the ultimate failure of the Company; and
- 7.22.3 many Ngāti Tūwharetoa families and communities suffered severe socio-economic hardship and deprivation as a consequence of the Tongariro Timber Company's failure and the loss of anticipated development opportunities.

1926 Acquisition of Lake Taupo (Taupomoana)

- 7.23 The Crown acknowledges Ngāti Tūwharetoa's sense of grievance arising from the Crown's acquisition of Lake Taupo (Taupomoana) in 1926, and its ownership of the lake for 66 years before Lake Taupo (Taupomoana)'s bed was returned to Ngāti Tūwharetoa in 1992.

Land Development Schemes

- 7.24 The Crown acknowledges that some of the Māori land development schemes instituted in the central North Island for the benefit of Ngāti Tūwharetoa did not provide the economic opportunities and benefits that Ngāti Tūwharetoa expected, and that their operation deprived Ngāti Tūwharetoa of the effective control of their lands for many decades.

The Waikato Hydroelectric Power Scheme

- 7.25 The Crown acknowledges:
- 7.25.1 that the people of New Zealand have benefited from the installation of the control gates at the head of the Waikato River on Lake Taupo (Taupomoana)'s northern shores, the use of the lake as a reservoir, and the establishment of dams and hydroelectric power stations along the Waikato River;
 - 7.25.2 Ngāti Tūwharetoa's distress over the construction of the control gates which led to the dredging of the lake bar and the excavation of a channel parallel to the original river, and forever altered the landscape and hydrology at Nukuhau;
 - 7.25.3 that from 1941 to 1947 the control gates kept Lake Taupo (Taupomoana)'s waters at a sustained high level, which inundated some of the land surrounding the lake, as well as geothermal taonga and caves housing Ngāti Tūwharetoa kōiwi, and that the lake's water level has only been allowed to return to natural levels since 1987; and
 - 7.25.4 these fluctuations have ruined farm land and had an adverse impact upon Ngāti Tūwharetoa's economic wellbeing, and cultural and spiritual values.

Kawerau Pulp and Paper Mill

- 7.26 The Crown acknowledges that it constructed and operated the pulp and paper mill at Kawerau which contaminated the Te Wai Ū o Tūwharetoa spring and the Waitahanui urupa, and has transformed Lake Rotoitipaku into a sludge lagoon. These actions have been a source of anguish and grievance for Ngāti Tūwharetoa that is still held today.

The Tongariro Power Development Scheme

7.27 The Crown acknowledges that the use of Ngāti Tūwharetoa's waterways and lakes, particularly Te Moana o Rotoaira (Lake Rotoaira), in the Tongariro Power Development Scheme has made a significant and valuable contribution to the wealth and development of the New Zealand nation, but that many of the scheme's benefits have come at great cost to the Ngāti Tūwharetoa residents who live around Lake Rotoaira and depend upon it for physical and spiritual sustenance.

7.28 The Crown acknowledges that the construction and operation of the Tongariro Power Development Scheme:

7.28.1 has had a destructive impact on the cultural and spiritual wellbeing of Ngāti Tūwharetoa;

7.28.2 has mixed the waterways of Tongariro Maunga with one another, and is considered by Ngāti Tūwharetoa to be inconsistent with their tikanga; and

7.28.3 has caused distress and remains a significant grievance for Ngāti Tūwharetoa.

7.29 The Crown acknowledges that:

7.29.1 some of Ngāti Tūwharetoa's waterways and lakes have suffered environmental degradation, and that the populations and health of some native species of flora and fauna have diminished as a result;

7.29.2 the diversion of water through Lake Rotoaira as part of the Tongariro Power Development Scheme dramatically changed the flow of water in the Tongariro River and the volume of water held in Lake Rotoaira, and resulted in the environmental degradation of the lake's ecology, water quality and fisheries;

7.29.3 the merging of waters in Lake Rotoaira is considered by Ngāti Tūwharetoa to be inconsistent with the tikanga with which they regard the waterways of Tongariro Maunga; and

7.29.4 the environmental degradation of Lake Rotoaira has been, and remains a source of profound distress to Ngāti Tūwharetoa.

Huimako Bluff

7.30 The Crown acknowledges that there were many burial places within the Huimako Bluff, and although some human remains were respectfully removed, the blasting and removal of metal from the Ōtūkou Quarry led to the destruction of remaining Ngāti Tūwharetoa kōiwi and wāhi tapu. The Crown further acknowledges Ngāti Tūwharetoa's anguish over the relocation of the Te Upoko-o-Taitaia papa kāinga to Pāpāakai as a result of the quarrying work.

Lake Rotoaira

7.31 The Crown acknowledges that:

- 7.31.1 it assured Ngāti Tūwharetoa that it would provide compensation for harm to Lake Rotoaira's fisheries in 1964, but reconsidered this assurance as it became clear that the Tongariro Power Development Scheme would have a considerable impact upon the lake;
- 7.31.2 in 1970 the Crown began considering the acquisition of ownership of Lake Rotoaira to limit the compensation it might have to pay for harm to the lake, but in 1971 Ngāti Tūwharetoa rejected a Crown offer to purchase the lake;
- 7.31.3 in 1972 Ngāti Tūwharetoa were apprehensive that the Crown would compulsorily acquire ownership of Lake Rotoaira, and the Crown accepted a Ngāti Tūwharetoa offer not to seek compensation for any harm to the lake, if the Crown did not seek ownership; and
- 7.31.4 aspects of the Crown's conduct in the negotiations between 1964 and 1972 did not always reach the standards expected of good faith negotiations, and this was a breach of the Treaty of Waitangi and its principles.

7.32 The Crown acknowledges that:

- 7.32.1 throughout the negotiations for the use of Lake Rotoaira in the Tongariro Power Development Scheme, Ngāti Tūwharetoa repeatedly emphasised the significance of the lake's fisheries to their cultural, social, spiritual and economic well-being;
- 7.32.2 when they signed the 1972 Lake Rotoaira Trust Deed the Crown and Ngāti Tūwharetoa did not anticipate that there would be any significant impact on the fisheries and that the iwi would continue to derive income from the continued administration of the lake's fishery;
- 7.32.3 by 1975 the Tongariro Power Development Scheme had degraded Lake Rotoaira's ecology to the extent that Ngāti Tūwharetoa's income from the fishery had declined by 96 per cent; and
- 7.32.4 in these circumstances, it failed to take steps to prevent or mitigate these ecological impacts which resulted in Ngāti Tūwharetoa being unable to derive an income from the fishery in Lake Rotoaira, and this was a breach of the Treaty of Waitangi and its principles.

Taupo Basin Reserves Scheme

7.33 The Crown acknowledges that the Taupo Basin Reserves Scheme hindered the development of Ngāti Tūwharetoa's land.

Geothermal Taonga

- 7.34 The Crown acknowledges that many of the geothermal features that lie within Ngāti Tūwharetoa's rohe are of immeasurable importance to the iwi, and that many treasured geothermal sites have been polluted or destroyed, including:
- 7.34.1 Ōrākei Kōrako, where the installation of the Lake Taupo (Taupomoana) control gates in 1941, and the construction of the Ohakuri dam in 1961 raised the level of the Waikato River, flooding Ōrākei Kōrako and destroying pā sites and wāhi tapu sacred to Ngāti Tūwharetoa;
 - 7.34.2 Wairākei, where the construction of the Wairākei Power Station resulted in profound negative disruption and damage to the Wairākei geothermal field, which has resulted in extreme distress for Ngāti Tūwharetoa;
 - 7.34.3 the Onekeneke Valley, where thermal springs have been significantly degraded as a result of urban and commercial development and the construction of the Wairākei Power Station, and the Waipahihi geothermal stream is no longer able to sustain the needs of the Waipahihi Marae and is a significant grievance for Ngāti Tūwharetoa;
 - 7.34.4 the Tokaariu-Waihi-Hipaua geothermal field, where the raising of Lake Taupo (Taupomoana)'s water levels in the 1940s flooded, diluted or saturated many significant geothermal sites along the shore of the lake, rendering some inaccessible, and changing the chemistry and temperature of others; and
 - 7.34.5 the Crown further acknowledges that the pollution and destruction of many of these geothermal features has also irreparably harmed their inherent mauri, and remains a source of profound anguish and grievance for Ngāti Tūwharetoa.

8 FINANCIAL AND COMMERCIAL REDRESS

General provisions

- 8.1 All items of commercial redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 8.1.1 the Crown confirming that any residual overlapping claims issues in relation to any item of commercial redress have been addressed to the satisfaction of the Crown; and
 - 8.1.2 any other conditions specified in the commercial redress tables provided below and set out in clauses 11.5, 11.8 and 13.2 of this agreement in principle.

Central North Island Forests Land Collective Deed of Settlement

- 8.2 Following ratification by iwi members, on 25 June 2008, Ngāti Tūwharetoa signed 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.
- 8.3 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" financial redress was provided to Ngāti Tūwharetoa as part of their future comprehensive settlement, being this agreement.

Financial and commercial redress amount

- 8.4 In addition to the on-account financial redress described in clause 8.3, 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 \$25 million less the total of the transfer values (determined in accordance with the valuation process set out in Schedule 3) of any properties that the deed of settlement provides are commercial redress properties to be transferred to the governance entity on the settlement date.

Potential commercial redress properties

- 8.5 The deed of settlement is to provide that the Crown must transfer to the governance entity on the settlement date those of the properties described in Table 5 below as potential commercial redress properties that the parties agree are to be commercial redress properties.
- 8.6 If a commercial redress property to be transferred to the governance entity is licensed land, the settlement documentation is to provide:
- 8.6.1 the licensed land is to cease to be Crown forest land upon registration of the transfer; and

8.6.2 from the settlement date, the governance entity is to be, in relation to the licensed land:

- (a) the licensor under the Crown forestry licence; and
- (b) a confirmed beneficiary under clause 11.1 of the Crown Forestry Rental Trust deed; and
- (c) entitled to the rental proceeds under the Crown forestry licence since the commencement of the licence.

Table 5 - Potential commercial redress properties

Property Name/ Address	Landholding Agency	General description/ location	Conditions of transfer / Specific conditions currently known	Total transfer value for the property to be determined
Grace Road Conservation Area	Department of Conservation	0.29 hectares approximately being Part Section 3 Block X Puketū Survey District. Subject to survey		Book value (\$): 1,500
Part Karioi Forest	Land Information New Zealand	Part Lot 4 DP 70969. Subject to survey.	Subject to a Crown Forestry Licence held in Part computer interest register WN1300/4. Subject to sub-licence to Carter Holt Harvey Forests Limited created by B492657.1. Subject to notice pursuant to section 91 Transit New Zealand Act 1989 held in B616937.2. Subject to notice pursuant to section 91 Transit New Zealand Act 1989 held in B616937.3. Subject to notice pursuant to section 91 Transit New Zealand Act 1989 held in B616937.4. Subject to notice pursuant to section 91 Transit New Zealand Act 1989 held in	in accordance with the valuation process set out in Schedule 4

NGĀTI TŪWHARETOA AGREEMENT IN PRINCIPLE

			B616937.5. Subject to notice pursuant to section 91 Transit New Zealand Act 1989 held in B616937.6. Subject to notice pursuant to section 91 Transit New Zealand Act 1989 held in B616937.7. Subject to notice pursuant to section 91 Transit New Zealand Act 1989 held in B616937.8. Subject to Protective covenants held in computer interest register WN1300/16. Subject to Public Access Easement Certificate held in computer interest register WN1300/17. Subject to a Notice pursuant to section 195(2) Climate Change Response Act 2002 registered as Instrument 9282663.1.	
Puanga Street Recreation Reserve	Department of Conservation	0.0582 hectares, approximately, being Part Section 1B Block VII Town of Tokaanu. All Transfer A018969.		Book value (\$): 36,437.29
Tauhara Recreation Reserve	Department of Conservation	0.3186 hectares, more or less, being Lot 1 DPS 27763. All Transfer H311319.6.		Book value (\$): 3,000
Taurewa Station	Ministry of Justice on behalf of the Crown	608.2150 hectares, more or less, being Section 1 SO 36602. All computer freehold register	Subject to Conservation Covenant B207164.4. Subject to Conservation Covenant B207164.5. Subject to Conservation Covenant B207164.6. Subject to Conservation	In accordance with the valuation process set out in Schedule 3 or otherwise

NGĀTI TŪWHARETOA AGREEMENT IN PRINCIPLE

		WN56A/226. 2347.9660 hectares, more or less, being Sections 1, 2 and 3 SO 36603. All computer freehold register WN56A/227.	Covenant B207164.7. Subject to Conservation Covenant B207164.8. Subject to Conservation Covenant B207164.9. Subject to Conservation Covenant B207164.10. Subject to Conservation Covenant B207164.11. Subject to Conservation Covenant B207164.12. Subject to a right of way in gross created by Deed of Easement B207164.3 (marked D on DP 72603). Subject to right in gross to convey water created by Easement Instrument 6340198.1 (marked R on DP 72604). Subject to Certificate 6364436.1 . Subject to a right in gross to convey electricity, telecommunications, computer media and a right of way created by Easement Instrument 6364436.2 (marked D on DP 72603). Together with a right of way created by Deed of Easement B207164.3. Subject to a Notice pursuant to section 195(2) Climate Change Response Act 2002 registered as Instrument 8700819.5.	as may be agreed between the parties and the landholding agency prior to Deed of Settlement.
Tawera Street Gravel Local Purpose Reserve	Department of Conservation	0.2023 hectares approximately being Sections 18 and 20 Block II Tokaanu Township. Part Gazette 1899 p1563		Book value (\$): 36,000
Tokaanu	Department	0.4047		Book value

NGĀTI TŪWHARETOA AGREEMENT IN PRINCIPLE

Market Reserve	of Conservation	hectares more or less, being Section 30 Block I Tokaanu Township. Part Gazette 1899 p1563.		(\$): 545,487
Waipapa Road Conservation Area	Department of Conservation	0.0747 hectares approximately being sections 1, 2 and 3 SO 27633. All <i>Gazette</i> notice 798309		Book value (\$): 35.99

Karioi Crown Forest Licenced land

- 8.7 The precise area to be offered as commercial redress from within the Karioi Crown Forest Licenced land is subject to ongoing discussions and agreement with Ngāti Rangi before the deed of settlement is signed.

Raurimu Station

- 8.8 Ngāti Tūwharetoa and the Crown acknowledge that Ngāti Tūwharetoa have interests in those parts of Raurimu Station within Waimarino 8 and Waimarino F blocks.
- 8.9 Ngāti Tūwharetoa and the Crown acknowledge that other iwi and hapū also have interests in Raurimu Station. Discussions with these other iwi and hapū are ongoing and the finalisation of any redress over these properties is subject to resolving these overlapping claims to the satisfaction of the Crown.

Crown geothermal assets

- 8.10 The deed of settlement is to provide that the Crown must transfer to the governance entity on the settlement date those of the assets described in Table 6 below that the parties agree to be commercial redress.

Table 6 – Potential commercial redress: Crown geothermal assets

Landholding Agency	Property Name/Address	Legal description of parcel on which wells is located	Conditions of transfer / Specific conditions currently known	Total transfer value for the property to be determined
Treasury	Geothermal well RK 8	Part Tahorakuri A2	Well has the meaning given to it in Schedule 1	in accordance with the valuation process set out in Schedule 3
Treasury	Geothermal well RK 6	Part Tahorakuri A2	Well has the meaning given to it in Schedule 1	in accordance with the valuation process set out in Schedule 3

- 8.11 Ngāti Tūwharetoa acknowledge that the Crown does not own the land on which the Crown geothermal assets RK6 and RK8 are located and that accordingly, the Crown cannot grant any rights of access over the land.
- 8.12 Ngāti Tūwharetoa acknowledge that they must make their own arrangements with the relevant land owner and/or other parties to obtain access to the wells. The Crown shall not be liable for any failure of Ngāti Tūwharetoa to obtain access to the wells.
- 8.13 The Crown and Ngāti Tūwharetoa agree that prior to signing a deed of settlement they will jointly commission an independent valuation of wells RK6 and RK8. The Crown will meet the costs of this valuation.

Right of first refusal

- 8.14 The settlement documentation is to provide that:
- 8.14.1 the governance entity has a right of first refusal (an **RFR**) in relation to a disposal by the Crown of any of the land within the RFR area (as shown on Map 29) if, on the settlement date, it is owned by the Crown.
- 8.14.2 the RFR area excludes:
- (a) Ministry of Education administered properties; and
 - (b) all RFR properties offered under the Central North Island Forests Land Collective Settlement Act 2008 and the Ngāti Tūrangitukua Claims Settlement Act 1999;
- 8.14.3 the RFR will apply for **174** years from the settlement date.

- 8.15 Prior to the deed of settlement being signed, the following Ministry of Education administered properties may be explored as potential RFR land for Ngāti Tūwharetoa:

Table 7 – Potential RFR land administered by the Ministry for Education

Property Name/Address	General description/ location
Mangatepopo School Camp	1.9849 hectares, more or less, being Part Section 1 Block VII Tongariro Survey District. All <i>Gazette</i> 1941 p75.
Teachers Residence (associated with Tauhara College)	0.0673 hectares, more or less, being Lot 75 DP 22989. All <i>Gazette</i> notice H179706.
Part No 2 playing fields' Horomatangi Street, Taupo (associated with Taupo Primary School)	0.7084 hectares, more or less, being Sections 1 to 7, all Block XIX Town of Taupo. Part <i>Gazette</i> 1951 p1840.
Caretakers Residence (associated with Taupo-nui-a-Tia College)	0.1012 hectares, more or less, being Lot 17 DP 36655. All <i>Gazette</i> notice S227654.
Teachers residence (associated with Tongariro School)	0.1214 hectares, more or less, being Section 18 Block VII Turangi Suburban. All computer freehold register 48050 (to be confirmed)

- 8.16 If any of the properties administered by the Ministry of Education listed in Table 7 above are determined to be available for RFR redress, the deed will include an additional RFR list providing RFR over these properties on the RFR terms set out in clauses 8.14.1 and 8.14.3.

9 OVERLAPPING CLAIMS PROCESS

Process for resolving overlapping claims

- 9.1 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.
- 9.2 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:
- 9.2.1 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 Tūwharetoa's area of interest (as shown on Map 1);
 - 9.2.2 must ensure it actively protects the interests of other claimant groups (whether already mandated or not) and settled groups; and
 - 9.2.3 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 Tūwharetoa.
- 9.3 Following the signing of this agreement in principle, the 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:
- 9.3.1 the Crown's wish to reach a fair and appropriate settlement with Ngāti Tūwharetoa without compromising the existing settlements of settled groups; and
 - 9.3.2 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.
- 9.4 Prior to signing this agreement in principle, it has not been possible to reach agreement with all overlapping iwi and hapū on all of the redress included in the agreement in principle.
- 9.5 The process for resolving remaining overlapping claims matters is set out in Table 8 below.

Table 8 – Next steps in overlapping claims process for Ngāti Tūwharetoa

Next steps	Timeframe
Agreement in principle uploaded to the Office of Treaty Settlements website.	6 March 2015
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 Tūwharetoa or identification of issues for discussion).	March 2015
Overlapping groups to provide submissions to the Office of Treaty Settlements. Ngāti Tūwharetoa to report back on engagement with overlapping groups and advise of any agreements reached.	End April 2015
The Office of Treaty Settlements, Ngāti Tūwharetoa and affected overlapping groups to agree a process to try and resolve issues. The Office of Treaty Settlements assesses submissions and reports to the Minister for Treaty of Waitangi Negotiations providing an update on overlapping claims and if there are issues advises the Minister of a process to resolve those issues.	May 2015
Facilitated meetings between Ngāti Tūwharetoa and overlapping groups, Crown to attend meetings if requested. Iwi to agree on a solution to issues. If no agreement is reached, then the Office of Treaty Settlements will seek a preliminary decision in August on unresolved issues.	June 2015
Minister for Treaty of Waitangi Negotiations to advise overlapping groups of preliminary decisions on any unresolved issues. Officials from the Office of Treaty Settlements will be available to discuss the decisions.	Late 2015
Responses from affected overlapping groups to the Minister for Treaty of Waitangi Negotiations' decisions	Late 2015
The Office of Treaty Settlements reports to the Minister for Treaty of Waitangi Negotiations on final decisions on overlapping claims and the Ngāti Tūwharetoa settlement package.	Date to be confirmed
Cabinet consideration of Ngāti Tūwharetoa settlement package	Date to be confirmed
Parties aim to initial deed of settlement	Date to be confirmed

10 AGREEMENT IN PRINCIPLE

10.1 Ngāti Tūwharetoa and the Crown agree:

- 10.1.1 that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle;
- 10.1.2 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 11.5 of this agreement in principle, and agree or determine (where applicable) those matters under clauses 11.8 and 13.2; and
- 10.1.3 the deed of settlement is to be signed by or on behalf of Ngāti Tūwharetoa, the governance entity and the Crown.

11 SETTLEMENT

Settlement of historical claims

- 11.1 The deed of settlement is to provide that, on and from the settlement date:
- 11.1.1 the historical claims of Ngāti Tūwharetoa are settled;
 - 11.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 11.1.3 the settlement is final.
- 11.2 The definitions of the historical claims, and of Ngāti Tūwharetoa, are to be based on the definitions of those terms in Schedule 1.

Terms of settlement

- 11.3 The terms of the settlement provided in the deed of settlement are to be:
- 11.3.1 those in Schedule 2; and
 - 11.3.2 any additional terms agreed by the parties.

Redress

- 11.4 The deed of settlement is to provide for redress in accordance with this agreement in principle.
- 11.5 However, the deed of settlement will include:
- 11.5.1 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
 - 11.5.2 a property that this agreement in principle specifies as a potential cultural redress property, or a potential commercial redress 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.

- 11.6 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 possible, in the deed of settlement.
- 11.7 If any new redress is offered by the Crown in accordance with clause 11.6, Ngāti Tūwharetoa acknowledge that clauses 11.5.1 and 11.5.2 apply to that redress.

Transfer or vesting of settlement properties

- 11.8 The settlement documentation is to provide that the vesting or transfer of:
- 11.8.1 a redress property will be subject to:
- (a) any further identification and/or survey required; and
 - (b) Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise); and
 - (c) sections 10 and 11 of the Crown Minerals Act 1991; and
 - (d) any relevant provisions included in the settlement documentation;
- 11.8.2 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
- 11.8.3 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.

Matters not affected

Ngati Turangitukua Claims Settlement Act 1999

- 11.9 The Ngati Turangitukua Claims Settlement Act 1999 gives effect to the deed of settlement signed by the Crown and Ngāti Tūrangitukua hapū of Ngāti Tūwharetoa on 26 September 1998. The settlement covers claims made by Ngāti Tūrangitukua arising from the creation of the Turangi Township. The parties agree that this agreement in principle is not intended to have any effect on that settlement or the arrangements arising from that settlement.

2007 Deed between the Tūwharetoa Māori Trust Board and the Crown

11.10 On 28 August 1992, Ngāti Tūwharetoa entered into an agreement with the Crown whereby the title to Taupo Waters (the beds of Lake Taupo (Taupomoana) and its tributaries) was vested in the Tūwharetoa Māori Trust Board on behalf of nga hapū o Ngāti Tūwharetoa. That agreement was updated by a successive deed dated 10 September 2007.

11.11 The parties agree that this agreement in principle is not intended to have any effect on the arrangements arising from that deed and that that deed was entered into without prejudice to Ngāti Tūwharetoa's historical Treaty claims.

Deed in relation to Co-Governance and Co-Management Arrangements for the Waikato River

11.12 On 31 May 2010, the Tūwharetoa Māori Trust Board and the Crown entered into a Deed in relation to Co-Governance and Co-Management Arrangements for the Waikato River. The parties acknowledge that this agreement is not intended to have any effect on the arrangements arising from that deed.

Rights and interests in water and geothermal resources not affected

11.13 The Crown acknowledges that:

11.13.1 particular iwi/hapū have rights and interests in specific water and geothermal resources in their rohe; and

11.13.2 the Crown is presently engaged in a process of policy review and reform in relation to the management of freshwater in New Zealand that includes the consideration of issues relating to water use, allocation and rights and interests. That process includes discussions at a national level in which Ngāti Tūwharetoa are involved through, among other things, the Freshwater Iwi Leaders Group.

11.14 The Crown acknowledges that Ngāti Tūwharetoa own the beds of the main lakes and rivers of the volcanic plateau (being Lake Taupo (Taupomoana) and Lake Rotoaira, the main tributaries of Lake Taupo (Taupomoana) and the upper Waikato River) and that Ngāti Tūwharetoa consider these lakes and rivers are taonga tuku iho.

11.15 Ngāti Tūwharetoa assert that:

11.15.1 Ngāti Tūwharetoa are kaitiaki of the waters that flow from Tongariro Maunga and the Mātāpuna, and their lakes and rivers are taonga;

11.15.2 Ngāti Tūwharetoa have a special relationship with their geothermal taonga, which came into being through the deeds of their tupuna Ngātoroirangi. They are and have always been essential for the livelihood, well-being and identity of their people. Ngāti Tūwharetoa have therefore important and enduring kaitiaki responsibilities over geothermal taonga and wish to maintain this connection forever more; and

- 11.15.3 Ngāti Tūwharetoa have Treaty and aboriginal title or customary rights, in the fresh water lakes and rivers, and geothermal resources, of the Ngāti Tūwharetoa area of interest.
- 11.16 One of Ngāti Tūwharetoa's wider aspirations is for the Crown to recognise and provide for those rights and interests. This includes provision being made for Ngāti Tūwharetoa's interests in any future policy reform in relation to water and geothermal resources, including the introduction of economic interests such as a market-based regime for resource allocation.
- 11.17 In the 2010 Deed in relation to Co-Governance and Co-Management Arrangements for the Waikato River, the Crown agreed that it will not:
- 11.17.1 establish a regime of tradeable rights or tradeable permits in water within Ngāti Tūwharetoa's area of interest;
 - 11.17.2 establish or confer management or use rights of a nature and/or duration that in effect create rights of property in the waters of the Waikato River or Lake Taupo (Taupomoana) or Lake Rotoaira or other waters within the area of interest; or
 - 11.17.3 finalise policy or introduce any legislation which in effect amounts to the privatisation of the waters within Ngāti Tūwharetoa's area of interest;
- without first engaging with Ngāti Tūwharetoa in good faith.
- 11.18 The Crown acknowledges that the provision of redress will not affect any rights of iwi and hapū in relation to water, in particular, any rights iwi and hapū may have in relation to aboriginal title or customary rights or any other legal or common law rights, including the ability to bring a contemporary claim to water rights and interests.

12 INTEREST AND TAX

Interest

12.1 The deed of settlement is to provide for the Crown to pay the governance entity, on the settlement date, interest on the financial and commercial redress amount specified in clause 8.4:

12.1.1 for the period:

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

12.2 The interest is to be:

12.2.1 subject to any tax payable; and

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

Tax

12.3 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 goods and services tax ("GST") or income tax payable in respect of the provision of Crown redress.

12.4 The governance entity agrees that neither it, nor any other person, will claim with respect to the provision of Crown redress:

12.4.1 an input credit for GST purposes; or

12.4.2 a deduction for income tax purposes.

13 NEXT STEPS

Disclosure information

- 13.1 The Crown will, as soon as reasonably practicable, prepare and provide to Ngāti Tūwharetoa disclosure information in relation to:
- 13.1.1 each potential cultural redress property; and
 - 13.1.2 each potential commercial redress property.

Resolution of final matters

- 13.2 The parties will work together to agree, as soon as reasonably practicable, all matters necessary to complete the deed of settlement, including agreeing on or determining as the case may be:
- 13.2.1 the terms of the:
 - (a) historical account; and
 - (b) Crown acknowledgements and apology; and
 - 13.2.2 the cultural redress properties, the commercial redress properties, the Crown geothermal assets, the RFR land from the potential RFR properties or land provided in the relevant table or map, and if applicable, any conditions that will apply; and
 - 13.2.3 the transfer values of the commercial redress properties (in accordance with the valuation process in Schedule 3, or by another valuation process as agreed in writing between the landholding agency and Ngāti Tūwharetoa); and
 - 13.2.4 the official geographic names from the potential official geographic names in the redress table; and
 - 13.2.5 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 transfer of the commercial redress properties; and
 - (c) the RFR, including the circumstances in which RFR land may be disposed of without the RFR applying; and
 - (d) the tax indemnity; and
 - 13.2.6 the following documents:

- (a) Ngāti Tūwharetoa's statements of association for each of the statutory areas; and
- (b) the protocols; and
- (c) the Taupo Catchment Entity; and
- (d) the conservation relationship agreement; and
- (e) the relationship agreement with the Ministry for the Environment; and
- (f) the settlement legislation; and

13.2.7 all other necessary matters.

Development of governance entity and ratification process

13.3 Ngāti Tūwharetoa will, as soon as reasonably practicable after the date of this agreement:

13.3.1 and before the signing of a deed of settlement, form a single governance entity that the Crown is satisfied meets the requirements of clause 4.1.1(a); and

13.3.2 develop a ratification process referred to in clause 4.1.1(b) that is approved by the Crown.

NB
clause 13.3.1 should
reference clause
14.1.2(a) - Page 79,
instead of 4.1.1(a)

NB
clause 13.3.2 should
reference clause
14.1.2(b) - Page 79,
instead of 4.1.1(b)

14 CONDITIONS

Entry into deed of settlement conditional

14.1 The Crown's entry into the deed of settlement is subject to:

14.1.1 Cabinet agreeing to the settlement and the redress; and

14.1.2 the Crown being satisfied Ngāti Tūwharetoa have:

(a) established a governance entity that:

(i) is appropriate to receive the redress; and

(ii) provides, for Ngāti Tūwharetoa:

(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 Tūwharetoa's
behalf.

Settlement legislation

14.2 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.

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

14.4 The draft settlement bill must:

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

14.4.2 be in a form that is satisfactory to Ngāti Tūwharetoa and the Crown.

14.5 The deed of settlement is to provide that Ngāti Tūwharetoa and the governance entity must support the passage of the draft settlement bill through Parliament.

Settlement conditional on settlement legislation

14.6 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.

15 GENERAL

Nature of this agreement in principle

15.1 This agreement in principle:

15.1.1 is entered into on a without prejudice basis; and

15.1.2 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

15.1.3 is non-binding; and

15.1.4 does not create legal relations.

Termination of this agreement in principle

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

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

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

Definitions

15.5 In this agreement in principle:

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

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

Interpretation

15.6 In this agreement in principle:

15.6.1 headings are not to affect its interpretation; and

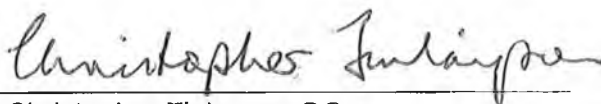
15.6.2 the singular includes the plural and vice versa.

15.7 Provisions in:

- 15.7.1 the schedules to this agreement in principle are referred to as paragraphs;
and
- 15.7.2 other parts of this agreement are referred to as clauses.

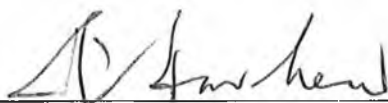
SIGNED on day of 20

SIGNED for and on behalf of the Crown:



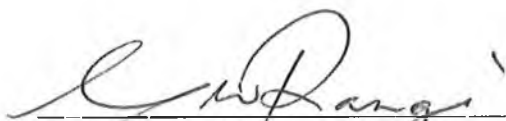
Hon Christopher Finlayson QC
Minister for Treaty of Waitangi Negotiations

SIGNED for and on behalf of Ngāti Tūwharetoa:



Te Ariki, Sir Tumu te Heuheu DCNZM

SIGNED for and on behalf of the Tūwharetoa Hapū Forum:



Colin Rangi, Co-Deputy Chair



Sir Michael John Cullen KNZM, Co-Lead
Negotiator



George Te Waaka Eruera Asher, Co-Lead
Negotiator

TŪWHARETOA HAPŪ FORUM DELEGATES:

Name: Ned Wikaira
Hapū: Rongomai

Name: Jeffrey Bennett
Hapū: Turangitakea

Name: Akehi Maniapoto
Hapū: Ngāti Rangita

Name: Aupa James Maniapoto
Hapū: Ngāti Te Rangita

Name: George McHargh
Hapū: Ngāti Ruahoko

Name: Hohepa Huramara
Hapū: Ngāti Mōkīro

Name: Bitena Kingi Tupe
Hapū: Ngāti Hinemihī

Name: P. J. Paekitawhiti Hall-Southey
Hapū: Ngāti Kurauia

Name: MARIA HOKO
Hapū: NGĀTI WAHIAHIA

Name: Anne-Marie Michael Murray
Hapū: Ngāti Rangita & Oranui

Name: Tiametahi Hoani Te Mata
Hapū: Te Kohira

Name: Cina Rangitahi
Hapū: Ngāti Waikanae, Hāua, Te Rangitahi, Tekere

Name: Maryle Brown
Hapū: Ngāti Te Mānga

Name: CEDRIC NEPIA
Hapū: NGĀTI TERANGITA

Name: Rongomai Nepia
Hapū: Ngāti Terangitahi

Name: Buffy Tellira Nepia
Hapū: Ngāti Te Rangitahi

TŪWHARETOA HAPŪ FORUM DELEGATES:

Name: DAWNY PARASITI
Hapū: NGATI WAENAE
Dawn Parasiti

Name: Turoa Karateo
Hapū: Ngati Wae wae
J A Karateo

Name: Doreen Norman
Hapū: Ngati Manuhiri
Doreen Norman

Name: Weronika Turner
Hapū: Ngati Hikairo
Weronika Turner

Name: Celia (Hoko) Lindsay
Hapū: Ngati Manuhiri
Celia Lindsay

Name: Daphne Aallett
Hapū: Ngati Rangihiraka
Daphne Aallett

Name: MARISSA R. MORRIS
Hapū: HINEMARU TE HUIA
(RANGI RANGITANGA)
HARRISON MORRIS
DELEGATE NGATI WAENAE

Name: Bessie Teurunga Pahi
Hapū: Ngati Hinemiri
Bessie Teurunga Pahi

Name: WHAREANGI TAMARA
Hapū: NGATI WURUMAKI
Tamara

Name: Phyllis Heeni Blake
Hapū: Ngati Teitokawa
Hikairo
Teitokawa

Name: Mary Ngao Brown
Hapū: Ngati Te Maunga
Mary N Brown

Name: DENNIS HOLSTON
Hapū: Ngati Pahi Kahu
Dennis Holston

Name: Ripaka Shepherd
Hapū: N Te Maunga
Ripaka Shepherd

Name: RANGIMARANGI FOX
Hapū: NGATI TAMARANGI
Rangimangi Fox

Name: Viera Hepi Te Hui
Hapū: Ngati Te Maunga
Viera Hepi Te Hui

Name: Miviana Prentice
Hapū: Ngati Te Rangitanga
Miviana Prentice

WITNESSES:

WITNESSES:

J. Westby

Kill

Mender

Tupana

M. Cross

C. King

Harri



Edr.

Chingal Hauken

Plain

penstey

Jur





1. Pitiroi

WITNESSES:

Tui Maniapoto Li drepob

Rauwira Maniapoto Rh Maps

Mere Maniapoto Stika'apoto

Tara Maniapoto drepob

KELLY TE HEUHEU YBH.

Malissa McMillan nishu

WITNESSES:

WITNESSES:

WITNESSES:

WITNESSES:

SCHEDULES

1 DEFINITIONS

HISTORICAL CLAIMS

1.1 The deed of settlement will provide that historical claims:

1.1.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngāti Tūwharetoa, 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 Tūwharetoa or a representative entity, including the following claims:

- (a) Wai 18 – Lake Taupo claim; and
- (b) Wai 21 – Te Wai Ū O Tūwharetoa, notwithstanding paragraph 1.4.4; and
- (c) Wai 43 – Nukuhau; and
- (d) Wai 61 – Kaimanawa to Rotoaira Lands; and
- (e) Wai 80 – Waihaha lands; and
- (f) Wai 92 – Effects of Taupo Basin Reserves Scheme, hydroelectric power development, and local government; and
- (g) Wai 114 – Lake Taupo Fisheries; and

- (h) Wai 170 – Wairakei Lands; and
- (i) Wai 178 – Lake Rotoaira; and
- (j) Wai 226 – Tūwharetoa Geothermal; and
- (k) Wai 269 – Kaingaroa Forest; and
- (l) Wai 358 – Tatua & Tuhingamata West Forestry Lands; and
- (m) Wai 376 – Paenoa Te Akau lands; and
- (n) Wai 398 – Tauhara Middle Block; and
- (o) Wai 416 – Rangatira No. 7 Block; and
- (p) Wai 480 – Conservation Management Strategy for Tongariro/Taupo Conservancy; and
- (q) Wai 490 – Tokaanu Hot Springs Reserve; and
- (r) Wai 500 – Tauhara Middle No. 1 Block;
- (s) Wai 502 – Tongariro National Park; and
- (t) Wai 570 – Tauranga-Taupo No. 1 & No. 2B Blocks; and
- (u) Wai 592 – Tauhara Middle No. 4A103, 4A104 & 4A1N Blocks; and
- (v) Wai 604 – Runanga No. 2C2B1 & 2C2B2 Blocks; and
- (w) Wai 629 – Rangatira A143 Block; and
- (x) Wai 641 – Ngāti Hine Hapū; and
- (y) Wai 665 – Tauhara Middle Block; and
- (z) Wai 669 – Tauhara Middle Block; and
- (aa) Wai 670 – Tauhara Middle Block; and
- (bb) Wai 711 – Tauhara Middle No. 4 Block (Rotoakui Reserve); and
- (cc) Wai 782 – Taupo Basin Reserves Scheme, Tauhara Middle Blocks; and
- (dd) Wai 797 – Lands and geothermal resources at Wairakei, Oruanui, Ohaaki, Tauhara, Atiamuri and other areas; and

- (ee) Wai 801 – Te Hatepe and Hinemaiaia Rivers; and
- (ff) Wai 802 – Tokaanu Police Station; and Wai 838 – Ngāti Te Rangiita lands and resources; and
- (gg) Wai 841 – Greater Taupo region; and
- (hh) Wai 965 – Taurewa No. 1 Block; and
- (ii) Wai 998 – Crown Negotiation re Whanganui River; and
- (jj) Wai 1006 – Land in Taupōnuiātia Rohe; and
- (kk) Wai 1027 – Land on North side of Lake Taupo; and
- (ll) Wai 1044 – Ngāti Te Ika of Ngāti Hikairo ki Tūwharetoa lands and resources; and
- (mm) Wai 1077 – Oruanui and associated blocks; and
- (nn) Wai 1193 – Parekaawa lands; and
- (oo) Wai 1196 – Tongariro National Park Scheme lands; and
- (pp) Wai 1206 – Ngāti Te Kohera lands and resources; and
- (qq) Wai 1207 – Te Tihoi No. 3 Block; and
- (rr) Wai 1260 – Lands in the National Park and Taihape Inquiry; and
- (ss) Wai 1262 – Lands in the Tongariro National Park; and
- (tt) Wai 1264 – Lands in the Tongariro National Park; and
- (uu) Wai 1447 – Ngāti Hinemihi lands and resources claim; and
- (vv) Wai 1451 – Tatua and Rangatira Blocks; and
- (ww) Wai 1602 – Ngāti Te Kohera lands and resources; and
- (xx) Wai 1605 – Lands and resources; and
- (yy) Wai 1836 – Ngāti Rauhoto lands and resources; and
- (zz) Wai 2095 – Hautu No. 3F1 Block; and
- (aaa) Wai 2098 – Ngāti Te Maunga hapū lands and resources; and

(bbb) Wai 2142 – Lands and resources outside the Turangi township; and

(ccc) Wai 2287 – Lands and resources; and

(ddd) Wai 2791 – Lands and resources.

1.1.3 includes every other claim to the Waitangi Tribunal to which paragraph 1.1.1 applies, so far as it relates to Ngāti Tūwharetoa or a representative entity, including the following claims:

(a) Wai 37 – Ōkahukura block; and

(b) Wai 216 – Te Matai No. 1 & 2 Blocks; and

(c) Wai 445 – Tauhara Middle Block; and

(d) Wai 461 – Tuaropaki Trust; and

(e) Wai 575 – Ngāti Tūwharetoa Comprehensive Claim; and

(f) Wai 628 – Tahorakuri No. 2 Block; and

(g) Wai 781 – Atiamuri, Rotokawa, Te Haroto, Southern Kaimanawa Range, Shores of Lake Taupo, Rangitaiki and Waikato Riverbeds and their tributaries to Kawerau, numerous geothermal sources, the Kaingaroa Forest and Rotoakui Reserve; and

(h) Wai 786 – Tauhara Hapū Lands and Resources; and

(i) Wai 791 – Volcanic Interior Plateau; and

(j) Wai 823 – Karatia No. 3B2B2 Block; and

(k) Wai 832 – Tauhara Middle Block; and

(l) Wai 833 – Te Moana Rotoaira and resources; and

(m) Wai 933 – Lake Rotoaira and Wairehu Stream; and

(n) Wai 1059 – Te Rohe Pōtae; and

(o) Wai 1195 – Parakiri and associated land blocks claim; and

(p) Wai 1452 – Lands and resources; and

(q) Wai 1472 – Ngāti Wairangi lands and resources; but

1.1.4 does not include the following claims:

- (a) a claim that a member of Ngāti Tūwharetoa, 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 is based on descent from a recognised ancestor of Ngāti Haa, Ngāti Moekino, Ngāti Parekawa, Ngāti Tarakaiahi, Ngāti Te Kohera or Ngāti Wairangi to the extent that the claim is, or is founded on, a right arising from being descended from an ancestor other than Tia or Ngātoroirangi through the eponymous ancestor Tūwharetoa;
- (c) a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 1.1.4(a).

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

NGĀTI TŪWHARETOA

1.3 The deed of settlement will provide that **Ngāti Tūwharetoa** means ngā iwi me ngā hapū o Ngāti Tūwharetoa;

1.4 **Ngā iwi me ngā hapū o Ngāti Tūwharetoa** means:

- 1.4.1 the collective group composed of individuals who descend from one or more Ngāti Tūwharetoa ancestors; and
- 1.4.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in paragraph 1.4.1, including the following hapū:
 - (a) Ngāti Haa; and
 - (b) Ngāti Hikairo; and
 - (c) Ngāti Hine; and
 - (d) Ngāti Hinemihi; and
 - (e) Ngāti Hinerau; and
 - (f) Ngāti Hineure; and
 - (g) Ngāti Kurauia; and
 - (h) Ngāti Manunui; and
 - (i) Ngāti Moekino; and

- (j) Ngāti Parekawa; and
- (k) Ngāti Rauhoto; and
- (l) Ngāti Rongomai; and
- (m) Ngāti Ruingarangi; and
- (n) Ngāti Tarakaiahi; and
- (o) Ngāti Te Kohera; and
- (p) Ngāti Te Maunga; and
- (q) Ngāti Te Rangiita; and
- (r) Ngāti Te Urunga; and
- (s) Ngāti Tūrangitukua; and
- (t) Ngāti Turumakina; and
- (u) Ngāti Tutemohuta; and
- (v) Ngāti Tutetawha; and
- (w) Ngāti Waewae; and
- (x) Ngāti Wairangi; and
- (y) Ngāti Wheoro; and
- (z) Te Kapa o Te Rangiita; and

1.4.3 every individual referred to in paragraph 1.4.1; and

1.4.4 does not include Ngāti Tūwharetoa ki Kawerau (Bay of Plenty);

1.5 The deed of settlement will provide, for the purposes of paragraph 1.4.1:

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 Tūwharetoa tikanga (customary values and practices); and

1.5.2 **Ngāti Tūwharetoa ancestor** means an individual who exercised customary rights, predominantly in relation to the Ngāti Tūwharetoa area of interest at any time after 6 February 1840, by virtue of being descended from:

- (a) Tia or Ngātoroirangi through the eponymous ancestor Tūwharetoa; or
- (b) a recognised ancestor of any of the hapū referred to at 1.4.2.

1.5.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices) including:

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

OTHER DEFINITIONS

1.6 In this agreement in principle:

arbitration commencement date, in relation to the determination of the market value and/or market rental of a valuation property means:

- (a) in relation to a referral under paragraph 3.12.2 the date of that referral; and,
- (b) in relation to an appointment under paragraph 3.12.3 or 3.12.4, a date specified by the valuation arbitrator; and

arbitration meeting, in relation to the determination of the market value and/or market rental of a valuation property, means the meeting notified by the valuation arbitrator under paragraph 3.13.1; and

area of interest means the area identified as the area of interest in Map 1; 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
- (e) a day that is observed as the anniversary of the province of:
 - (i) Wellington; or
 - (ii) Auckland; and

CNI Settlement means the CNI Forests Land Collective deed of settlement dated 25 June 2008 that records the agreement between CNI Forests Iwi Collective and the Crown to settle the historical CNI forests land claims; and

commencement date means that date specified in the settlement legislation as the date for the commencement of the Taupo Catchment Entity; and

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

conservation legislation means the Conservation Act 1987 and includes all other legislation listed in the First Schedule to the Act; 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 forest land has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

Crown forestry licence has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

Crown Forestry Rental Trust deed means the trust deed made on 30 April 1990 establishing the Crown Forestry Rental Trust under section 34(1) of the Crown Forest Assets Act 1989; and

Crown geothermal assets means the Crown-owned geothermal assets specified in

Table 6; and

Crown redress

- (a) means redress:
 - (i) provided by the Crown to the governance entity; or
 - (ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes any right of the governance entity under the settlement documentation of first refusal in relation to RFR land; but
- (c) does not include:
 - (i) an obligation of the Crown under the settlement documentation to transfer RFR land; or
 - (ii) RFR land; or
 - (iii) any on-account payment made before the date of this deed or to entities other than the governance entity; and

cultural redress means the redress to be provided under the settlement documentation as described in Parts 3, 4, 5 and 6 of this agreement; 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 10.1.2; and

disclosure information means:

- (a) in relation to a redress property, the information provided by the Crown to the governance entity under clause 13.1; 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

environment includes:

- (a) ecosystems and their constituent parts, including people and communities; and
- (b) all natural and physical resources; and

- (c) amenity values; and
- (d) the social, economic, aesthetic, and cultural conditions which affect the matters stated in paragraphs (a) to (c) above or which are affected by those matters;

financial and commercial redress means the redress to be provided under the settlement documentation referred to in Part 8; and

financial and commercial redress amount means the amount referred to as the financial and commercial redress amount in clause 8.4; and

geothermal asset means the wells, pipeworks, valves and other assets and rights associated with the works previously undertaken by the Crown at the Rotokawa geothermal field, known as RK6 and RK8, and located on land on the computer freehold register SA628/101; and

governance entity means the governance entity to be formed by the settling group under clause 13.3.1; and

land holding agency, in relation to a potential commercial redress property, means the department specified opposite that property in Table 5, as the case may be; and

licensed land means a potential commercial redress property that the Table 5 identifies as licensed land, being Crown forest land that is subject to a Crown forestry licence but excluding:

- (a) all trees growing, standing, or lying on the land; and
- (b) all improvements that have been acquired by a purchaser of trees on the land or made, after the acquisition of the trees by the purchaser, or by the licensee; and

local government legislation means the Local Government Act 2002, Local Government Official Information and Meetings Act 1987, the Local Authorities (Members' Interests) Act 1968 and other relevant legislation that applies to a joint committee; and

mandated negotiators means:

- (a) the following individuals:
 - (i) George Te Waaka Eruera ASHER; 45 Rangimoana Ave, Motuoapa 3382; Co-lead Negotiator for the Tūwharetoa Hapū Forum; and
 - (ii) Sir Michael John CULLEN; 17 Manuera Place, Ohope 3121; Co-Lead Negotiator for the Tūwharetoa Hapū Forum.

market rental, in relation to a property, has the meaning provided in the valuation instructions in Appendix 1 to Schedule 3; and

market value, in relation to a property, has the meaning provided in the valuation instructions in Appendix 1 to Schedule 3; and

party means each of the settling group and the Crown; and

potential commercial redress property means each property described as a potential commercial redress property in Table 5; and

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

potential RFR land means the land described as potential RFR land in Table 7 and Map 29; and

protocol means a protocol referred to in Table 4; and

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

- (a) the Crown's acknowledgment and apology referred to in clause 7.1; and
- (b) the financial and commercial redress; and
- (c) the cultural redress; and

redress property means:

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

registered valuer means any valuer for the time being registered under the Valuers Act 1948; and

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

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

- (a) 27A of the State-Owned Enterprises Act 1986; or
- (b) 211 of the Education Act 1989; or
- (c) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990; and

review valuer in relation to a valuation property means a registered valuer appointed under paragraphs 3.3.2 in relation to the determination of its market value, and if applicable its market rental; and

RFR means the right of first refusal referred to in clause 8.14; and

RFR land means the land referred to as RFR 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 (there are no school site leaseback properties proposed as redress in this settlement); 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

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

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

settlement property means:

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

statement of association means each statement of association referred to in clause 6.48.1; and

statutory acknowledgement means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 6.48.1 on the terms to be provided by the settlement legislation; and

Taupo catchment means the area shown on Map 2 as 'Lake Taupo and Huka Falls Catchments';

tax indemnity means the indemnity to be provided in the deed of settlement under clauses 12.3 and 12.4; and

Tongariro means the whole of Tongariro, including its peaks Mount Tongariro, Mount Ngauruhoe and Mount Ruapehu, its geothermal and volcanic features, springs, lakes and streams, its fisheries, vegetation, airspace, substratum, as well as its metaphysical being with its own mana and mauri;

Tongariro Maunga has the same meaning as Mount Tongariro; and

Tongariro National Park means the area shown on Map 5 of the Tongariro Management Plan 2006-2013; and

transfer value, in relation to a potential commercial redress property, means the amount payable by the governance entity for the transfer of the property determined or agreed in accordance with Schedule 3; and

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

Tūwharetoa Hapū Forum means the trust mandated by Deed of Mandate dated 23 October 2003 (reconfirmed on 30 March 2009) and recognised by the Crown on 3 November 2011 to represent Ngāti Tūwharetoa in negotiations with the Crown for the comprehensive settlement of Ngāti Tūwharetoa's historical Treaty of Waitangi claims; and

valuation arbitrator, in relation to a valuation property means the person appointed under paragraphs 3.3.2 or 3.4, in relation to the determination of its market value, and if applicable its market rental; and

valuation date, in relation to a potential commercial redress property, means the notification date in relation to the property; and

valuation property means each potential commercial redress property that is to be valued; and

Waikato River legislation means the Ngāti Tūwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010, the Waikato-Tainui Claims (Waikato River) Settlement Act 2010 and the Nga Wai o Maniapoto (Waipa River) Act 2012; and

well means the wells, pipeworks, valves and other assets and rights associated with the works previously undertaken by the Crown at the Rotokawa geothermal field, known as RK6 and RK8, and located on the land owned by Wairakei Pastoral Limited that is comprised in unique identifier SA628/101.

2 TERMS OF SETTLEMENT

Rights unaffected

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

Acknowledgments

- 2.2 Each party to the deed of settlement is to acknowledge in the deed of settlement that:
- 2.2.1 the other party has acted honourably and reasonably in relation to the settlement; but
 - 2.2.2 full compensation of the settling group is not possible; and
 - 2.2.3 the settling group intends their foregoing of full compensation to contribute to New Zealand's development; and
 - 2.2.4 the settlement is intended to enhance the ongoing relationship between the settling group and the Crown (in terms of the Treaty of Waitangi/Te Tiriti o Waitangi, its principles, and otherwise).
- 2.3 The settling group is to acknowledge in the deed of settlement that:
- 2.3.1 taking all matters into consideration (some of which are specified in paragraph 2.2), the settlement is fair in the circumstances; and
 - 2.3.2 the redress:
 - (a) is intended to benefit the settling group collectively; but
 - (b) may benefit particular members, or particular groups of members, of the settling group if the governance entity so determines in accordance with the governance entity's procedures.

Implementation

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

- (a) to a redress property, or any RFR land; or
 - (b) for the benefit of the settling group or a representative entity; and
- 2.4.4 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for, the settlement properties; and
- 2.4.5 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
- 2.4.6 require the Secretary for Justice to make copies of the deed of settlement publicly available.
- 2.5 The deed of settlement is to provide that:
 - 2.5.1 the governance entity must use its best endeavours to ensure every historical claim is discontinued by the settlement date or as soon as practicable afterwards; and
 - 2.5.2 the Crown may:
 - (a) cease any land bank arrangement in relation to the settling group, 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.

3 VALUATION PROCESS FOR POTENTIAL COMMERCIAL REDRESS PROPERTIES

Note: Unless otherwise agreed in writing between the relevant landholding agency and Ngāti Tūwharetoa, the parties will enter into the following valuation process for potential commercial redress properties

A DETERMINING THE TRANSFER VALUE AND INITIAL ANNUAL RENT OF A PROPERTY

APPLICATION OF THIS SUBPART

- 3.1 This subpart provides how the following are to be determined in relation to a potential commercial redress property that is a property:
 - 3.1.1 its transfer value; and
 - 3.1.2 if it is a leaseback property that is not a school site, its initial annual rent.
- 3.2 The transfer value, and if applicable the initial annual rent, are to be determined as at a date agreed upon in writing by the parties (the **notification date**).

APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR

- 3.3 The parties, in relation to a property, not later than 10 business days after the notification date:
 - 3.3.1 must each:
 - (a) instruct a valuer using the form of instructions in Appendix 1; and
 - (b) give written notice to the other of the valuer instructed; and
 - 3.3.2 may agree and jointly appoint the person to act as the valuation arbitrator in respect of the property.
- 3.4 If the parties do not agree and do not jointly appoint a person to act as a valuation arbitrator within 15 business days after the notification date, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable.
- 3.5 The parties must ensure the terms of appointment of their respective registered valuers require the valuers to participate in the valuation process.

QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR

- 3.6 Each valuer must be a registered valuer.
- 3.7 The valuation arbitrator:

3.7.1 must be suitably qualified and experienced in determining disputes about:

- (a) the market value of similar properties; and
- (b) if applicable, the market rental of similar properties; and

3.7.2 is appointed when he or she confirms his or her willingness to act.

VALUATION REPORTS FOR A PROPERTY

3.8 Each party must, in relation to a valuation, not later than:

3.8.1 50 business days after the notification date, provide a copy of its final valuation report to the other party; and

3.8.2 60 business days after the notification date, provide its valuer's written analysis report to the other party.

3.9 Valuation reports must comply with the International Valuation Standards 2012, or explain where they are at variance with those standards.

EFFECT OF DELIVERY OF ONE VALUATION REPORT FOR A PROPERTY

3.10 If only one valuation report for a property that is not a school site is delivered by the required date, the transfer value of the property, and if applicable its initial annual rent, is the market value and the market rental, as assessed in the report.

3.11 If only one valuation report for a property that is a school site is delivered by the required date, the transfer value of the property is the market value as assessed in the report, (based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%),

NEGOTIATIONS TO AGREE A TRANSFER VALUE AND INITIAL ANNUAL RENT FOR A PROPERTY

3.12 If both valuation reports for a property are delivered by the required date:

3.12.1 the parties must endeavour to agree in writing:

- (a) the transfer value of the property; or
- (b) if the property is a school site, the transfer value (being the agreed market value based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%); and
- (c) if the property is a leaseback property that is not a school site, its initial annual rent;

3.12.2 either party may, if the transfer value of the property, or if applicable, its initial annual rent, is not agreed in writing within 70 business days after the notification

date and if a valuation arbitrator has been appointed under paragraph 3.3.2 or paragraph 3.4, refer that matter to the determination of the valuation arbitrator; or

- 3.12.3 if that agreement has not been reached within the 70 business day period but the valuation arbitrator has not been appointed under paragraph 3.3.2 or paragraph 3.4, the parties must attempt to agree and appoint a person to act as the valuation arbitrator within a further 5 business days; and
- 3.12.4 if paragraph 3.12.3 applies, but the parties do not jointly appoint a person to act as a valuation arbitrator within the further 5 business days, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable; and
- 3.12.5 the valuation arbitrator, must promptly on his or her appointment, specify to the parties the arbitration commencement date.

VALUATION ARBITRATION

- 3.13 The valuation arbitrator must, not later than 10 business days after the arbitration commencement date:
 - 3.13.1 give notice to the parties of the arbitration meeting, which must be held:
 - (a) at a date, time, and venue determined by the valuation arbitrator after consulting with the parties; but
 - (b) not later than 30 business days after the arbitration commencement date; and
 - 3.13.2 establish the procedure for the arbitration meeting, including providing each party with the right to examine and re-examine, or cross-examine, as applicable:
 - (a) each valuer; and
 - (b) any other person giving evidence.
- 3.14 Each party must:
 - 3.14.1 not later than 5pm on the day that is 5 business days before the arbitration meeting, give to the valuation arbitrator, the other party, and the other party's valuer:
 - (a) its valuation report; and
 - (b) its submission; and
 - (c) any sales, rental, or expert evidence that it will present at the meeting; and
 - 3.14.2 attend the arbitration meeting with its valuer.
- 3.15 The valuation arbitrator must:

- 3.15.1 have regard to the requirements of natural justice at the arbitration meeting; and
- 3.15.2 no later than 50 business days after the arbitration commencement date, give his or her determination:
 - (a) of the market value of the property (which in respect of a school site is to be the market value based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%); and
 - (b) if applicable, of its market rental; and
 - (c) being no higher than the higher, and no lower than the lower, assessment of market value and/or market rental, as the case may be, contained in the parties' valuation reports.

3.16 An arbitration under this subpart is an arbitration for the purposes of the Arbitration Act 1996.

TRANSFER VALUE AND INITIAL ANNUAL RENT FOR ALL PROPERTIES

- 3.17 The transfer value of the property, and if applicable its initial annual rent, is:
- 3.17.1 determined under paragraph 3.10 or 3.11, (as the case may be); or
 - 3.17.2 agreed under paragraph 3.12.1; or
 - 3.17.3 the market value and, if applicable, market rental determined by the valuation arbitrator under paragraph 3.15.2, if the determination is in respect of a property that is not a school site; or
 - 3.17.4 if the property is a school site, the market value determined by the valuation arbitrator under paragraph 3.15.2, (based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%).

B GENERAL PROVISIONS

TIME LIMITS

- 3.18 In relation to the time limits each party must use reasonable endeavours to ensure -
- 3.18.1 those time limits are met and delays are minimised; and
 - 3.18.2 in particular, if a valuer or a valuation arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

DETERMINATION FINAL AND BINDING

- 3.19 The valuation arbitrator's determination under subpart A is final and binding.

COSTS

- 3.20 In relation to the determination of the transfer value, and initial annual rent, of a property, each party must pay:
- 3.20.1 its costs; and
 - 3.20.2 half the costs of a valuation arbitration; or
 - 3.20.3 such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

APPENDIX 1 – VALUATION INSTRUCTIONS

PLEASE NOTE

If these instructions apply to-

- *a non-leaseback property, references connected with a leaseback (including references to assessing the property's market rental) must be deleted; or*
- *a leaseback property -*
 - *that is to be leased back to the Ministry of Education, references to assessing the property's market rental must be deleted; or*
 - *that is not to be leased back to the Ministry of Education, references to a lease to the Ministry of Education must be deleted.*

These instructions may be modified to apply to more than one property.

[Valuer's name]

[Address]

VALUATION INSTRUCTIONS

INTRODUCTION

Ngāti Tūwharetoa and the Crown have entered into an agreement in principle to settle the settling group's historical claims dated [date] (the **agreement in principle**).

PROPERTY TO BE VALUED

Ngāti Tūwharetoa have given the land holding agency an expression of interest in purchasing -

[describe the property including its legal description]

[PROPERTY TO BE LEASED BACK

If Ngāti Tūwharetoa purchases the property from the Crown as a commercial redress property under its deed of settlement, the governance entity will lease the property back to the Crown on the terms provided by the attached lease in (the **agreed lease**).

As the agreed lease is a ground lease, the ownership of the improvements on the property (the **Lessee's improvements**) remains unaffected by the transfer.]

AGREEMENT IN PRINCIPLE

A copy of the agreement in principle is enclosed.

Your attention is drawn to --

- (a) Schedule 3; and
- (b) the attached agreed lease of the property].

All references in this letter to subparts or paragraphs are to subparts or paragraphs of Schedule 3.

A term defined in the agreement in principle has the same meaning when used in these instructions.

The property is a property for the purposes of part 6. Subpart A of Schedule 3 applies to the valuation of properties.

ASSESSMENT OF MARKET VALUE REQUIRED

You are required to undertake a valuation to assess the market value of the property [that is a school site in accordance with the methodology below] as at [date] (the **valuation date**).

[As the Lessee's improvements will not transfer, the market value of the property is to be the market value of its land (i.e. not including any Lessee's improvements).]

The [land holding agency] [Ngāti Tūwharetoa] [~~delete one~~] will require another registered valuer to assess the market value of the property [,and its market rental,] as at the valuation date.

The two valuations are to enable the market value of the property, [and its market rental,] to be determined either:

- (a) by agreement between the parties; or
- (b) by arbitration.

The market value of the property so determined will be the basis of establishing the "transfer value" at which Ngāti Tūwharetoa may elect to purchase the property as a commercial redress property under, plus GST (if any).

[MARKET VALUE OF A SCHOOL SITE

For the purposes of these instructions the intention of the parties in respect of a school site is to determine a transfer value to reflect the designation and use of the land for education purposes.

The market value of a school site is to be calculated as the market value of the property, exclusive of improvements, based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%.

A two step process is required:

- 1) firstly, the assessment of the unencumbered market value (based on highest and best use) by;
 - a) disregarding the designation and the Crown leaseback; and
 - b) considering the zoning in force at the valuation date and
 - c) excluding any improvements on the land; and;

- 2) secondly the application of a 20% discount to the unencumbered market value to determine the market value as a school site (transfer value).]

The transfer value is used to determine the 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).

[ASSESSMENT OF MARKET RENTAL REQUIRED

You are also required to assess the market rental (exclusive of GST) for the property, as at the valuation date, being the rental payable from the commencement of the agreed lease.

The market rental for the property is to be the market rental payable under the agreed lease, being a ground lease. So it will be the rent payable for its land (i.e. excluding any Lessee's improvements).]

VALUATION OF PROPERTY

You must, in relation to a property:

- (a) before inspecting the property, determine with the other valuer:
 - (i) the valuation method or methods applicable to the property; and
 - (ii) the comparable sales[, and comparable market rentals if the property is not a school site,] to be used in determining the market value of the property [and its market rental if the property is not a school site]; and
- (b) inspect the property, where practical, together with the valuer appointed by the other party; and
- (c) attempt to resolve any matters or issues arising from your inspections and input assumptions; and
- (d) by not later than [30] business days after the valuation date prepare, and deliver to us, a draft valuation report; and
- (e) by not later than [45] business days after the valuation date:
 - (i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and
 - (ii) deliver a copy of your final valuation report to us; and
- (f) by not later than [55] business days after the valuation date, prepare and deliver to us a written analysis of both valuation reports to assist in the determination of the market value of the property [and its market rental if the property is not a school site]; and
- (g) by not later than [65] business days after the valuation date, meet with the other valuer and discuss your respective valuation reports and written analysis reports with a view to reaching consensus on the market value [and its market rental if the property is not a school site]; and

- (h) if a consensus on market value [and its market rental if the property is not a school site] is reached, record it in writing signed by you and the other valuer and deliver it to both parties; and
- (i) participate in any meetings, including any peer review process, as required by us and the other party to agree the market value of the property [and its market rental if the property is not a school site]; and
- (j) if a review valuer has been appointed by parties, you must within 5 business days of receipt of the review valuer's report, review your market valuation report, taking into account the findings of the review valuer, and provide us with a written report of your assessment of the market value of the property; and
- (k) participate in any arbitration process required under Subpart A to determine the market value of the property [and its market rental if the property is not a school site].

REQUIREMENTS OF YOUR VALUATION

Our requirements for your valuation are as follows.

You are to assume that –

- (a) the property is a current asset and was available for immediate sale as at the valuation date; and
- (b) all legislative processes that the Crown must meet before disposing of the property have been met.

Your valuation is –

- (a) to assess market value on the basis of market value as defined in the current edition of the Australia and New Zealand Valuation and Property Standards [2009] and International Valuation Standards [2012]; and
- (b) to take into account –
 - (i) any encumbrances, interests, or other matters affecting or benefiting the property that were noted on its title on the valuation date; and
 - (ii) the terms of the agreed lease; and
 - (iii) the attached disclosure information about the property that has been given by the land holding agency to the settling group, including the disclosed encumbrances; and
 - (iv) the attached terms of transfer (that will apply to a purchase of the property by the governance entity); but
- (c) not to take into account a claim in relation to the property by or on behalf of the settling group; and

- (d) in relation to the market rental for the property, to be on the basis of a willing lessor and a willing lessee, in an arm's length transaction, the parties having acted knowledgeably, prudently, and without compulsion].

REQUIREMENTS FOR YOUR VALUATION REPORT

We require a full valuation report in accordance with the current edition of the Australia and New Zealand Valuation and Property Standards [2009] and International Valuation Standards [2012], including -

- (a) an executive summary, containing a summary of –
 - (i) the valuation; and
 - (ii) [the market rental; and]
 - (iii) the key valuation parameters; and
 - (iv) the key variables affecting value; and
- (b) a detailed description, and a clear statement, of the land value; and
- (c) a clear statement as to any impact of –
 - (i) the disclosed encumbrances[; and
 - (ii) the agreed lease]; and
- (d) details of your assessment of the highest and best use of the property; and
- (e) comment on the rationale of likely purchasers[, and tenants,] of the property; and
- (f) a clear identification of the key variables which have a material impact on the valuation; and
- (g) full details of the valuation method or methods; and
- (h) appendices setting out –
 - (i) a statement of the valuation methodology and policies; and
 - (ii) relevant market and sales information.

Your report must comply with the minimum requirements set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation, and other relevant standards, insofar as they are consistent with subpart A.

You may, with our prior consent, obtain specialist advice, such as engineering or planning advice.

ACCEPTANCE OF THESE INSTRUCTIONS

By accepting these instructions, you agree to comply with these instructions and, in particular, not later than:

- (a) [30] business days after the valuation date, to prepare and deliver to us a draft valuation report; and
- (b) [45] business days after the valuation date, to:
 - (i) review your draft valuation report after taking into account any comments made by us or a peer review of the report obtained by us; and
 - (ii) deliver a copy of your final valuation report to us; and
- (c) [55] business days after the valuation date, to prepare and deliver to us a written analysis of both valuation reports; and
- (d) [65] business days after the valuation date, to meet with the other valuer to discuss your respective valuation reports and written analysis reports.

ACCESS

[You should not enter on to the property without first arranging access through the **[landholding agency]** **[give contact details].**]

[Where the property is a school site, you should not enter on to **[insert name(s) of school site(s)]** without first arranging access through the Ministry of Education **[give contact details]** and should not contact the school(s) directly.]

OPEN AND TRANSPARENT VALUATION

The parties intend this valuation to be undertaken in an open and transparent manner, and for all dealings and discussions to be undertaken in good faith.

In particular, you must:

- (a) copy any questions you have or receive with regard to the valuation, together with the responses, to the settling group, the land holding agency, and the other valuer; and
- (b) make all reasonable attempts throughout this valuation process to resolve differences between you and the other valuer before delivering a copy of your final valuation report to us.

Yours faithfully

[Name of signatory]

[Position]

[Settling group/Land holding agency] [delete one]

4 VALUATION PROCESS FOR CROWN FOREST LAND

VALUATION PROCESS

Agreement between

The Crown acting through Land Information New Zealand

"The Crown"

AND

"The Claimant"

Definitions and Interpretation

1 In this valuation process, unless the context otherwise requires:

Arbitration means Arbitration under the Arbitration Act 1996;

Arbitration Commencement Date means the next business day after the expiration of time period referred to in paragraph 17 or 19;

Arbitrator means a person appointed under paragraph 6;

Business Day means the period of 9am to 5pm on any day other than:

- a. Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- b. a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- c. the days observed as the anniversaries of the provinces of Wellington and Auckland.

Crown Forest Land means the licensed Crown forest land to which this valuation process applies;

Market Value is the estimated amount, exclusive of GST, at which the licensor's interest in the Crown Forest Land might be expected to exchange on the Valuation Date, between a willing buyer and a willing seller, in an arms' length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion;

Principals mean the Crown and the Claimant;

Registered Valuer means any valuer for the time being registered under the Valuers Act 1948;

Valuation Commencement Date means the date by which disclosure has been provided by the Crown to the Claimant as outlined in Paragraph 2 of the Valuation Process;

Valuation Date means the delivery date of the Valuers' final valuation reports;

Valuation Exchange Date means the next Business Day after the expiration of 70 Business Days commencing on the Valuation Commencement Date;

Valuation Report means the valuation report prepared by either Valuer for their respective Principals in accordance with this valuation process; and

Valuer means any Registered Valuer with experience in the valuation of commercial forest land in New Zealand, appointed by either the Crown or the Claimant under paragraph 3 to take part in this valuation process.

PRELIMINARY STEPS

- 2 The Crown will, within 20 Business Days of the Claimant notifying the Crown that they are able to proceed with this process, give all material information that relates to the Crown Forest Land of which Land Information New Zealand is aware. This includes all information able to be obtained by the Crown under the provisions of the licence, having inspected its records but not having undertaken a physical inspection of the Crown Forest Land or made enquiries beyond Land Information New Zealand records.
- 3 Within 7 Business Days of the Claimant notifying the Crown that they are able to proceed with this process, the Principals shall each:
 - a. appoint a Registered Valuer in accordance with this valuation process; and
 - b. give notice to the other of the identity of the Registered Valuer.
- 4 The Principals shall ensure that the terms of appointment of their respective Valuers require them to participate in the process in accordance with the terms set out in this valuation process.
- 5 The Principals shall send the appended instructions to their respective Valuers within 5 Business days of the notice given to the other of the identity of each Valuer.
- 6 The Principals shall jointly appoint an Arbitrator who is qualified and experienced in valuing assets similar to Crown Forest Land and is a member of the Arbitrators' and Mediators' Institute of New Zealand Incorporated. The appointment is made once the appointee has confirmed in writing that they will provide the required service in accordance with this valuation process. This appointment is to be made no later than 20 Business Days from when this valuation process is agreed.
- 7 If no appointment has been made within the time period specified in paragraph 6, the Crown shall, within 5 Business Days, request that the President of the Arbitrators' and Mediators' Institute of New Zealand Incorporated make such an appointment.

PARAMETERS FOR THE VALUATION ASSESSMENTS

- 8 Both Valuers must undertake a joint inspection of the Crown Forest Land in sufficient time to enable compliance with paragraph 9.
- 9 The Valuers are to provide a letter within 30 Business Days from the Valuation Commencement Date detailing their agreement on the base parameters and input assumptions, and outlining any points of difference and their impacts. Any changes following this agreement are to be discussed and agreed to by both Valuers. The Principals are to be advised of these changes. The allotted time of 30 Business Days also provides for both Valuers to agree between themselves any additional advice required to assist the valuation assessment e.g. Resource Management advice on subdivision potential of the land if this is determined to be the highest and best use.

INITIAL MEETING

- 10 The appointed Valuers shall each prepare a Valuation Report which includes their respective assessments of Market Value. The Valuers shall meet with each other to discuss their respective assessments and any major points of difference, and shall raise any questions regarding those points of differences within 50 Business Days from the Valuation Commencement Date. Following this meeting the Valuers are to review their reports and amend if required.
- 11 In the event that the final assessment of market value is disclosed in the meeting outlined in paragraph 10, the Valuers are to hold this information in confidence.

EXCHANGE OF VALUATION REPORTS

- 12 The Principals shall deliver copies of their Valuation Reports to each other no later than the Valuation Exchange Date.
- 13 If either of the Principals fail to deliver their Valuation Report to each other by the Valuation Exchange Date, then the assessment of the Market Value contained in the Valuation Report provided by that other Principal (by the Valuation Exchange Date) will be the Market Value.

PRESENTATION OF VALUATION REPORTS

- 14 The Principals agree to meet, together with their respective Valuers, no later than 7 Business Days from the Valuation Exchange Date for the Valuers to present their respective Valuation Reports and respond to any questions raised by either Principal.

PARAMETERS TO AGREE MARKET VALUE

Difference in assessment of Market Value is 20% or greater

- 15 If the difference in the assessment of Market Value in the Valuation Reports is 20% or greater, the Principals are to refer the reports to peer review.
- 16 Within 15 Business days of the Valuation Exchange Date, the Principals are to agree and appoint a joint peer reviewer. If the Principals are unable to agree on a joint peer reviewer,

each Principal shall appoint a peer reviewer. The peer reviewer must be a Registered Valuer.

- 17 The peer reviewer/s shall provide a detailed report on both valuation reports within 20 Business Days of being appointed, and supply to both the Principals and the Valuers.
- 18 The Valuers shall, within 7 business days of receiving the last peer review report, review their respective assessments and notify their respective Principals of any change. The next business day after the expiration of the 7 Business Days, the Principals shall provide to each other their revised assessment of Market Value.
- 19 If the Valuers are able to provide a revised assessment of Market Value to the Principals which brings the difference in valuations to less than 20%, the negotiations will be referred to paragraph 20. However, if at the end of 10 Business Days the difference is still greater than 20% and the Principals are unable to agree to a Market Value, the Valuation Reports will be referred to Arbitration as set out in paragraphs 22-27 for determination of Market Value.

Difference in assessment of Market Value is less than 20%

- 20 If the difference in the assessment of Market Value in the Valuation Reports is less than 20%, the Principals will meet within 20 Business Days from the Valuation Exchange Date and endeavour to agree a Market Value. This may result in a number of negotiation meetings held within the 20 Business Days following the Valuation Exchange Date.
- 21 If at the end of the time period referred to in paragraph 20, the Principals are unable to agree a Market Value, the Valuation Reports will be referred to Arbitration as set out in paragraphs 22-27 for determination of Market Value.

ARBITRATION PROCESS AND DETERMINATION OF DISPUTED VALUES

- 22 The Arbitrator shall promptly give notice of a hearing to be attended by the Principals and their respective Valuers, at a venue and time to be decided by the Arbitrator after consultation with the Principals, and having regard to their obligation under paragraph 23 but no later than 10 Business Days from the Arbitration Commencement Date.
- 23 The Principals shall by no later than 5.00 pm, on the 5th Business Day prior to the date of the hearing give to the Arbitrator (and each other), their respective Valuation Reports and any submission or expert evidence based on that information which the Principals intend to present at the meeting.
- 24 At the hearing, the Arbitrator shall establish a procedure giving each Principal the right to examine, cross examine and re-examine the Valuers and other experts appointed by the Principals in relation to the information provided to the Arbitrator, and will otherwise have regard to the requirements of natural justice in the conduct of the hearing.
- 25 The Arbitrator shall hold the hearing and give his or her determination of the Market Value within 30 Business Days of hearing date. That determination shall not be outside the range between the assessment of Market Value contained in the Crown's Valuation Report and in the Claimant's Valuation Report.

- 26 The Market Value for the Crown Forest Land shall be the Arbitrator's determination of the Market Value.
- 27 The determination of the Arbitrator shall be final and binding on the Principals.

GENERAL PROVISIONS

- 28 The Principals shall each bear their own costs in connection with the processes set out in this valuation process. The costs of the Arbitrator and the costs of the hire of a venue for the hearing referred to in paragraphs 22-25 shall be shared equally between the Principals. However, in appropriate cases, the Arbitrator may award costs against the Crown or the Claimant where the Arbitrator considers that it would be just to do so on account of unreasonable conduct.
- 29 The Principals each acknowledge that they are required to use reasonable endeavours to ensure the processes set out in this valuation process operate in the manner, and within the timeframes, specified in this valuation process.
- 30 If the processes set out in this valuation process are delayed through any event (such as the death, incapacity, unwillingness or inability to act of any Registered Valuer or the Arbitrator) the Principals shall use reasonable endeavours and co-operate with each other to minimise the delay.
- 31 The Market Value of the property must be updated, using an agreed valuation process, in the event that a Deed of Settlement is initialled or signed more than 12 months after the Valuation Date, or more than 18 months after the Valuation Date where valuations are set before the Agreement in Principle. An updated Market Value of the property is not required if agreement on the Market Value is reached between the Principals.

INSTRUCTIONS TO VALUERS FOR LICENSED CROWN FOREST LAND

INTRODUCTION

The Agreement in Principle for the Settlement of [] (the “AIP”) provides the opportunity for the claimants to acquire the licensor's interest in the Crown Forest Land that is subject to the [] Crown forestry licence (the “Crown Forest Land”).

The valuation of the licensor's interest in the Crown Forest Land is to be undertaken in the context of the AIP between the Crown and Ngāti Tūwharetoa.

The licensor's interest is the interest as proprietor of that land and is to be assessed on the basis that the Crown Forest Land will transfer as a result of a deemed recommendation from the Waitangi Tribunal and that the restrictions of the Crown Forest Assets Act 1989 such as prohibition on sale no longer apply (i.e. the licensor is assumed to be the claimants, not the Crown, for the purpose of the valuation).

The principals, being the Crown (acting through Land Information New Zealand in respect to valuations) and the claimant, wish to obtain market valuations for specified part of the Crown Forest Land available for selection.

REQUIREMENTS

1. Any transfer of the Crown Forest Land to the claimants would be deemed to be the result of a recommendation from the Waitangi Tribunal under section 8HB of the Treaty of Waitangi Act 1975. This would trigger the relevant sections of Part II of the Crown forestry licences.
2. The Crown forest land is to be valued as though:
 - a. a computer freehold register (CFR) can be been issued (a possible delay of up to 5 years) for the land to be valued and is subject to and together with the encumbrances identified in the disclosure data together with any subject and appurtenant easements arising from consultation under Section 17.4.1 of Part IIC of the Crown forestry licence;
 - b. the land will transfer subject to the Crown forestry licence;
 - c. the termination period of the licence will begin on 30 September following the giving of the termination notice (assumed to be 30 September 20XX);
 - d. where part of a Crown forestry licence is offered to Iwi, the provisions of Section 14.3 and Part IIC (Section 17) of the licence will apply to the land;
 - e. where part of a Crown forestry licence is offered to Iwi, the Crown will be responsible for carrying out and completing the survey necessary to define the boundaries between the part selected and the balance of the licensed land together with any reciprocal easements arising from consultation under Section 17.4.1 of Part IIC of the Crown forestry licence before a CFR can issue. This process may take up to 5 years to complete; and
 - f. New Zealand Units (NZU) will not transfer with the land (due to NZUs being dealt with separately from settlement redress).

3. Each valuer is required:

- to provide a valuation report as at [] (the "**Valuation Date**");
- to provide the market value of the licensor's interest (as described in paragraph 4 below) clearly setting out how this was determined.

4. The value required is the market value being the estimated amount, exclusive of GST, at which the licensor's interest in the Crown Forest Land might be expected to exchange, on the Valuation Date, between a willing buyer and a willing seller, in an arm's length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion.

5. Both valuers are to jointly, at times to be agreed between them and the licence holders:

- inspect the properties; and
- inspect the sales information and its supporting evidence.

6. Before the valuation reports are prepared, in accordance with paragraph 9 of the Valuation Process document, the valuers are to reach agreement on:

- a list of comparable sales to be used in determining the value of the Crown Forest Land;
- the geographic extent and relevant matters concerning the licensor's interest in the Crown Forest Land;
- the base information on current rentals paid along with other market rental evidence; and
- the base information or inputs into a formula for assessing future rentals to take account of the return provisions in the Crown forestry licence.

7. Each valuation report provided by a valuer shall:

- include an assessment of the market value as at the Valuation Date, identifying and explaining the key issues affecting value, if any;
- For the avoidance of doubt set out any assumptions on which the valuation is based, including:
 - Impact of comparable sales analysis in relation to land subject to Crown forestry licences;
 - The impact of the provisions of the Emissions Trading Scheme and Kyoto Protocol (and/or any other agreements and legislative provisions relating to climate change);

- Terms and conditions of the relevant Crown forestry licences (including any provisions and arrangements relating to licence fees and/or rentals) and effect of the Crown Forest Assets Act 1989;
 - Detail the impact on value of encumbrances, legal or statutory restrictions on the use or disposal of the Land and/or conditions to be placed on the land under the standard terms of Treaty Deeds of Settlement;
 - The impact of planning and other controls imposed by the Resource Management Act 1991 and any planning and regulatory controls imposed by local authorities;
 - Discussion as to current market conditions and the economic climate;
 - Legal and practical access issues, status and value of roading infrastructure;
 - Identify and quantify sensitivity factors within the valuation methodology;
 - Valuation methodology and discussion of assessed value in relation to the market evidence; and
 - Any other relevant factors taken into account.
- meet the requirements of:
 - The Property Institute of New Zealand's Valuation Standards, including the minimum requirement set out in Section 5 of the "New Zealand Institute of Valuers Valuation Standard 1: Market Value Basis of Valuation"; and
 - other relevant standards, insofar as those requirements are relevant.
 - include an executive summary containing:
 - a summary of the valuation along with key valuation parameters;
 - a summary of key issues affecting value, if any;
 - the name of the valuer and his or her firm; and
 - the signature of the valuer and lead valuer if applicable.
 - attach appendices setting out:
 - a statement of valuation policies;
 - a statement of valuation methodology; and
 - relevant market and sales information.

8. Each valuer must submit to his or her principal a draft valuation report prior to submission of the final reports, so that the principal can provide comment.
9. Each valuer will provide the final report to his or her principal once the draft has been reviewed and comments received.

10. **TIMING**

- (a) Principals appoint respective valuers;
- (b) Principals jointly appoint an Arbitrator;
- (c) Valuers agree on specified issues (30 Business Days from the Valuation Commencement Date);
- (d) Valuers to meet and discuss their respective reports (50 Business Days from the Valuation Commencement Date);
- (e) Valuers submit draft reports to respective principals (55 Business Days from the Valuation Commencement Date);
- (f) Principals provide comments to respective valuers (60 Business Days from the Valuation Commencement Date);
- (g) Valuers finalise reports and deliver to their respective principals (70 Business Days from the Valuation Commencement Date); and
- (h) The Principals exchange final valuation reports (71 Business Days from the Valuation Commencement Date).

11. **DEFINITION**

Business Day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Auckland.

Valuation Commencement Date means the date by which disclosure has been provided by the Crown to the Claimant as outlined in Paragraph 2 of the Valuation Process.

5 RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY FOR THE ENVIRONMENT AND THE TRUSTEES OF THE GOVERNANCE ENTITY

1 PURPOSE OF THE RELATIONSHIP AGREEMENT

- 1.1 This relationship agreement formalises the relationship between the Ministry for the Environment (the "**Ministry**") and the trustees of the Ngāti Tūwharetoa Post Settlement Governance Entity (**PSGE**) and establishes a framework to enable the parties to maintain a positive, and enduring working relationship, which is based on the following principles:
- (a) working consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
 - (b) working in a spirit of co-operation;
 - (c) operating a 'no surprises' approach;
 - (d) acknowledging that the relationship is evolving, not prescribed;
 - (e) respecting the independence of the parties and their individual mandates, roles and responsibilities; and
 - (f) recognising and acknowledging that parties benefit from working together by sharing their vision, knowledge and expertise.
- 1.2 This relationship agreement is intended to further enhance the existing relationship between the Ministry and Tūwharetoa.
- 1.3 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme of the Ministry and the priorities of the government of the day.

2 TERMS OF ISSUE

- 2.1 This Relationship Agreement is issued pursuant to section [] of the [Ngāti Tūwharetoa Deed of Settlement] ("the Deed of Settlement") that implements the [Ngāti Tūwharetoa Deed of Settlement], and is subject to the Settlement Legislation and the Deed of Settlement.

3 SCOPE

- 3.1 This relationship agreement applies to the Relationship Agreement Area identified on the map attached in Attachment [] to this relationship agreement (*and shown as Map 30 in this Agreement in Principle*), together with the adjacent waters ("**Relationship Agreement Area**").

4 COMMUNICATION

- 4.1 The Ministry will:
- (a) participate in the relationship meetings held under clause 5;
 - (b) maintain information on the [PSGE] office holders, and their addresses and contact details;

- (c) provide a primary Ministry contact who will act as a liaison person with other Ministry staff;
- (d) inform relevant staff of the contents of this relationship agreement and their responsibilities and roles under it;

4.2 The Ministry will seek to engage with the governance entity in good faith where a policy or programme, within the Ministry's responsibilities, will directly impact on Tūwharetoa's area of interest.

5 RELATIONSHIP MEETINGS

5.1 The parties agree that representatives of governance entity and the Ministry will participate in an annual relationship meeting.

5.2 Before each meeting under clause 5.1, representatives of the governance entity and the Ministry will agree administrative arrangements for the meeting(s).

5.3 The agenda for each meeting will be agreed between the parties no later than ten working days before the meeting. Standard agenda items could include:

- (a) any legislative or policy developments of interest to governance entity including but not limited to reform of the Resource Management Act 1991 ("RMA"), freshwater issues, climate change, exclusive economic zone issues, and development of new resource management tools (in particular, national policy statements and national environmental standards);
- (b) local authority performance in the Relationship Agreement Area in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions in the RMA consistent with clause 6 below; and
- (c) any other matters of mutual interest.

5.4 Each party will meet the costs and expenses of its representatives attending relationship meetings.

5.5 The first relationship meeting will take place within 3 months of a written request from governance entity

5.6 The relationship agreement may also include the provision to facilitate meetings and/or workshops on an as required basis to cover RMA and environmental matters and any other matters of mutual interest. The Ministry's ability to facilitate these meetings and/or workshops is subject to resourcing available at the time of the request.

6 LOCAL GOVERNMENT PERFORMANCE

6.1 The Minister for the Environment has the function of monitoring the effect and implementation of the RMA (refer to section 24 RMA). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer to section 27 RMA).

6.2 The way these functions and powers are exercised varies from time to time. At the date of execution of this relationship agreement, the Ministry, on behalf of the Minister, surveys all New Zealand local authorities every two years about their processes under the RMA. The survey includes questions relating to Māori participation.

- 6.3. The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.
- 6.4 Before each relationship meeting held under clause 5 the Ministry will provide governance entity with:
- (a) the most recent published information from any such survey; and
 - (b) details of any current or completed state of the environment monitoring, as it relates to the Relationship Agreement Area, and subject to any constraints on information sharing, including under the Official information Act 1982 ("OIA") and Privacy Act 1993.
- 6.5 The Ministry will also receive and consider any further information or comment that governance entity would like to make on the effect and implementation of the RMA, including in terms of local government performance.
- 6.6 governance entity acknowledges that the Ministry's ability to act on any performance issue is limited to:
- (a) developing practice tools for local government and Māori;
 - (b) providing information and advice to local government and Māori;
 - (c) recommending legislative or policy improvements (including, if appropriate, new national policy statements or national environmental standards);
 - (d) considering whether the information gathered on the effect and implementation of the Act is appropriate and sufficiently comprehensive; and
 - (e) considering whether the Minister should be informed of failures to implement sections 6(e), 7(a), or 8 of the RMA;
- 6.7 The Ministry will consider whether it is appropriate to take any of the above actions following each relationship meeting held in accordance with clause 5.
- 6.8 Nothing in this agreement limits the rights of the governance entity to pursue complaints regarding local government performance to the Minister or other agencies with investigative functions.

7 OFFICIAL INFORMATION

- 7.1 The Ministry is subject to the requirements of the OIA.
- 7.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this relationship agreement (e.g. relationship meeting minutes).
- 7.3 The Ministry will notify the governance entity and seek its views before releasing any information relating to this relationship agreement. To avoid doubt, any comments governance entity wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

8 AMENDMENT

- 8.1 The parties may agree in writing to vary or terminate the provisions of this relationship agreement.

This document will be signed by the Chief Executive for the Ministry and a governance entity trustee for the governance entity

ATTACHMENTS

1. CROWN AND NGĀTI TŪWHARETOA PROCESS FOR RESOLVING OVERLAPPING CLAIMS

The following groups have been identified as having interests in Ngāti Tūwharetoa's area of interest:

- Ngāti Manawa;
- Ngāti Whare;
- Ngāi Tuhoe;
- Ngāti Tūwharetoa (Bay of Plenty);
- Ngāti Rangitihī;
- Ngāti Rangi;
- Uenuku;
- Raukawa;
- Te Arawa;
- Maniapoto;
- Raukawa ki te Tonga;
- Rangitāne o Manawatu;
- Ahuriri Hapū;
- Heretaunga/Tamatea;
- Ngāti Hineuru; and
- Ngāti Apa.

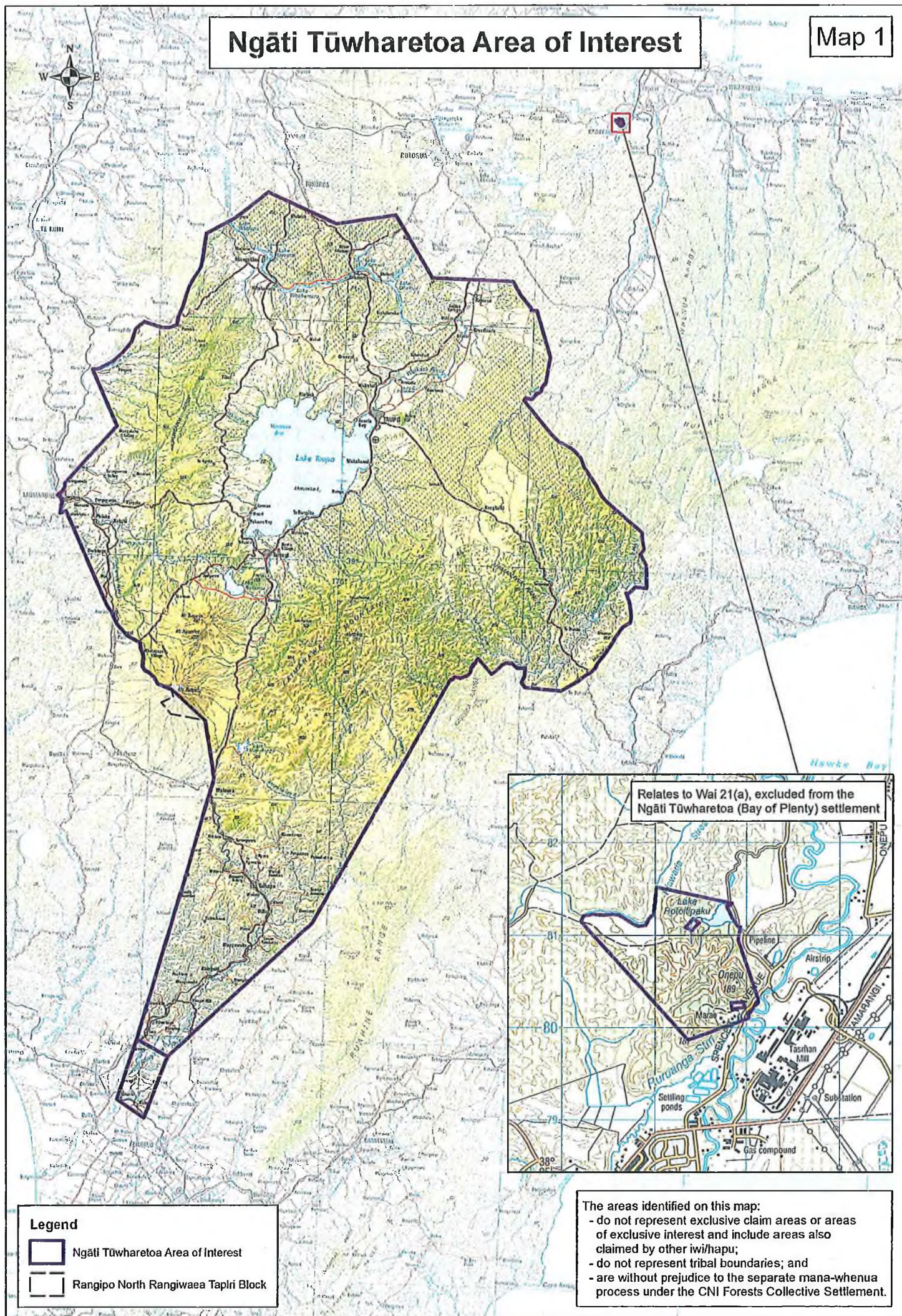
Table 9 - Process for resolving overlapping claims within Ngāti Tūwharetoa's area of interest

Process Timeframe	Activities	
Sign terms of Negotiation	- Overlapping claims strategy agreed between the Crown and Ngāti Tūwharetoa - Crown letters to groups with shared interests (sent on 24 October 2013): - update on negotiations status; - process going forward; - contact details; - note Crown's understanding of Ngāti Tūwharetoa's area of interest; and - provide Ngāti Tūwharetoa's area of interest	
Make Crown offer <i>Interest discussions</i>	- Overlapping claims strategy report to Ministers. - Iwi and Crown meet with groups (jointly or separately) to: - discuss general settlement timeframes and the overlapping claims process, schedule further meetings; and - discuss boundaries and the nature of the interests within the boundaries. - Crown and iwi discuss engagement with and interests of overlapping claimants at regular meetings. Send initial Crown letter to overlapping groups (sent on 6 December 2013). Contents include: - Key timeframes, proposed engagement process going forward - Crown's understanding of Ngāti Tūwharetoa's area of interest - Request for information on overlapping iwi interests; and - Invitation to discuss.	Letters of support from overlapping groups
<i>Crown Offer</i>	Initial Crown offer made subject to resolution of overlapping claims	
Draft agreement in principle	- Send comprehensive Crown letter (sent November/December 2014). Content includes: - Crown policy on overlapping claim resolution; - Key timeframes; - Proposed engagement going forward; - Proposed submission process going forward; - Summary of site specific Crown offer redress offered within the Ngāti Tūwharetoa's area of interest; and - OTS contact details for overlapping claims work stream lead and where to send submissions.	
Sign agreement in principle	- Signing ceremony scheduled for 6 March 2015. - Agreement in principle made available online on 6 March 2015.	
<i>Prior to the initialling of Deed of Settlement</i>	- Letters of support from groups collated; - Resolve remaining issues; - Report to the Minister for Treaty of Waitangi Negotiations on resolution of overlapping claims (forward a copy to the Minister of Māori Affairs); and - Send letters advising overlapping iwi of decision on overlapping claims.	
	INITIAL DEED OF SETTLEMENT	

2. MAPS

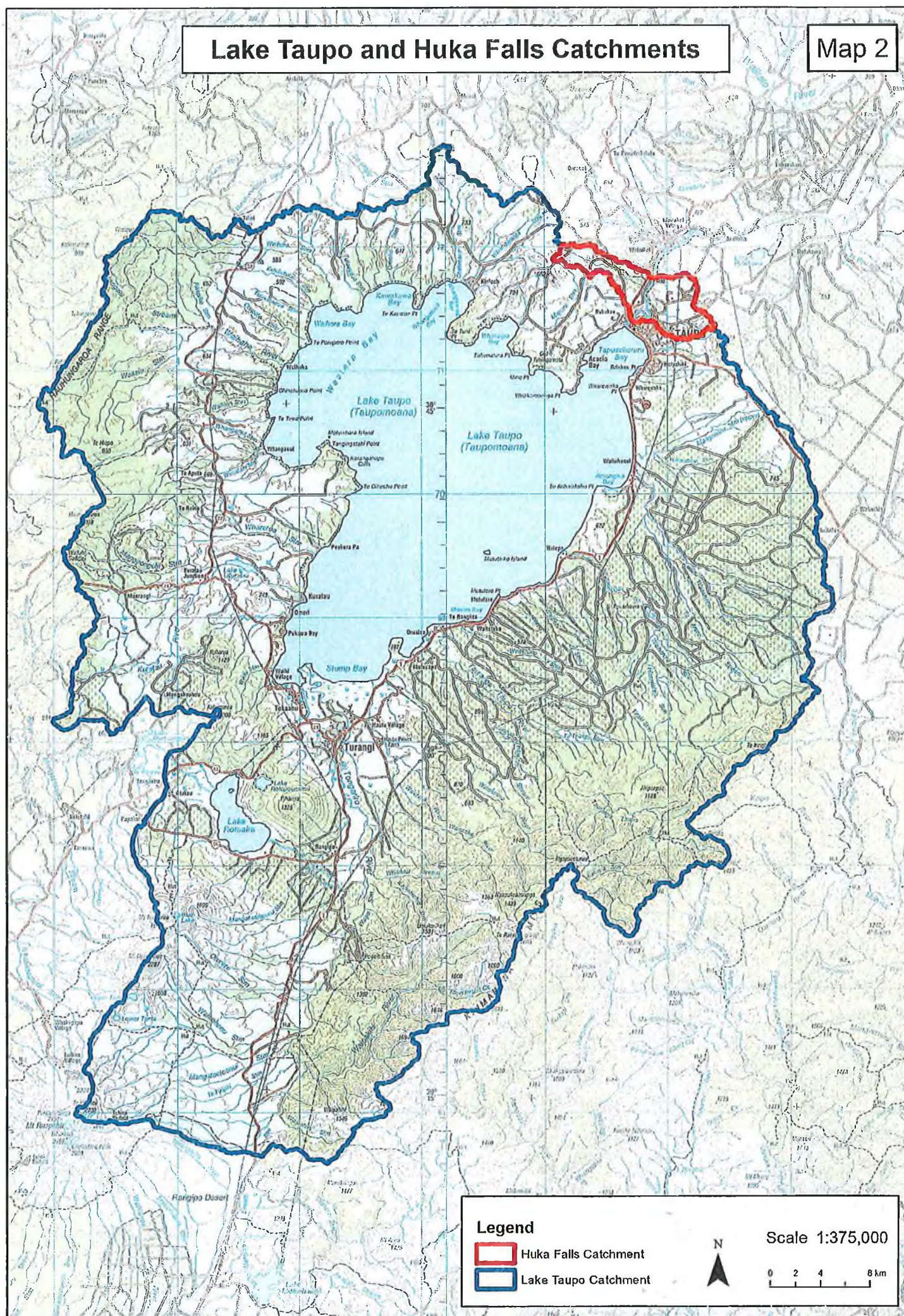
Ngāti Tūwharetoa Area of Interest

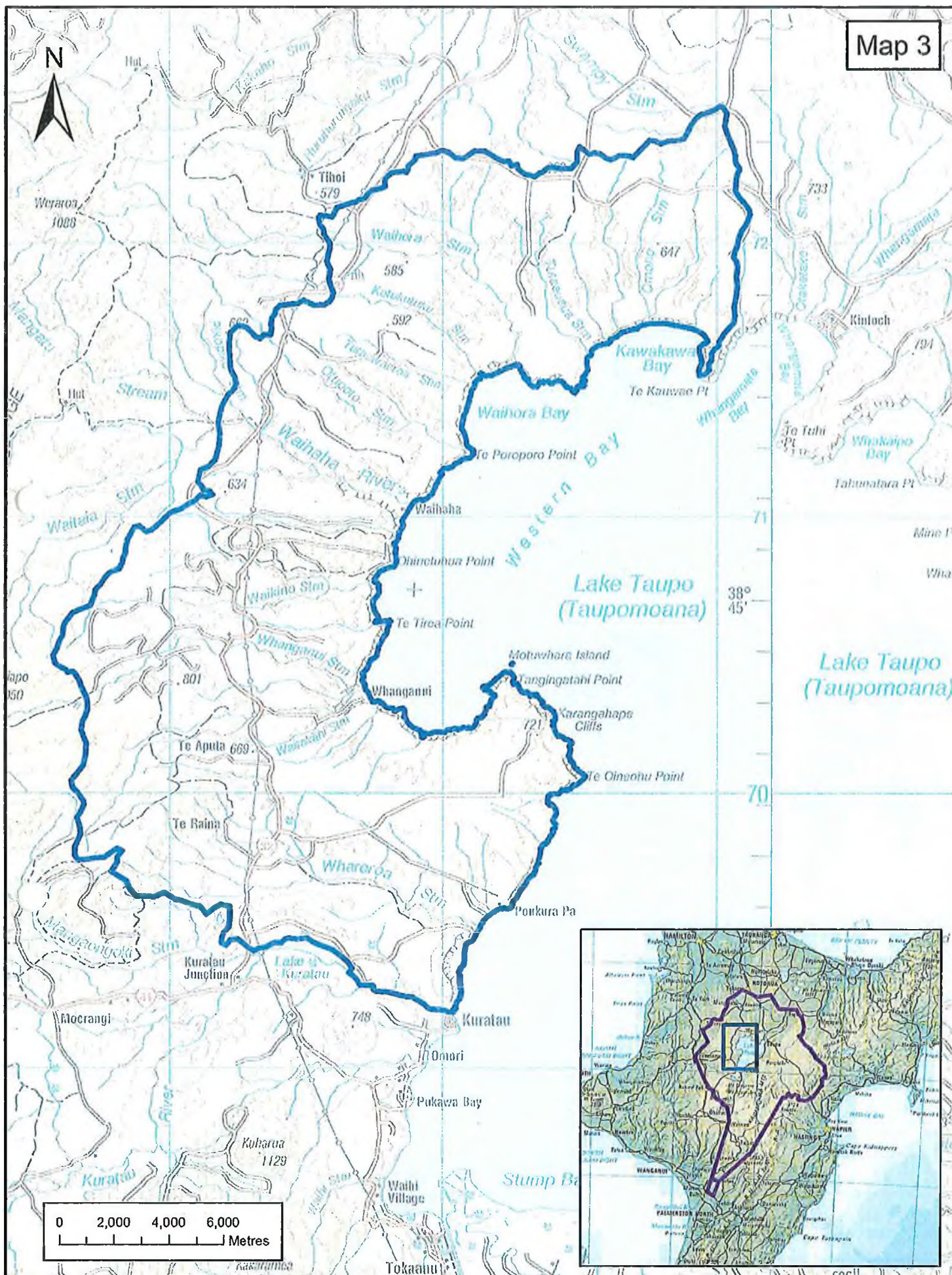
Map 1



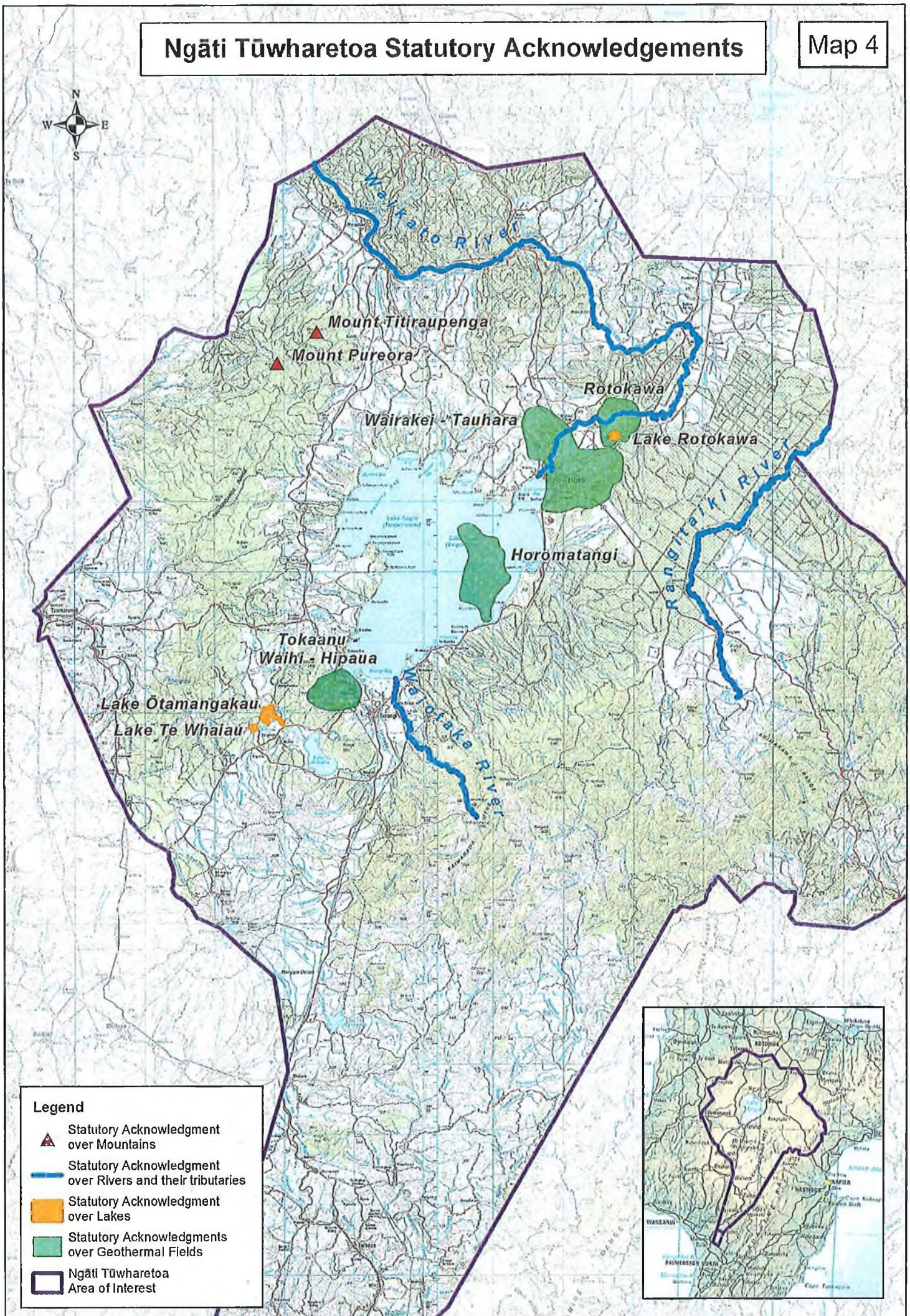
Lake Taupo and Huka Falls Catchments

Map 2





Western Bays Area





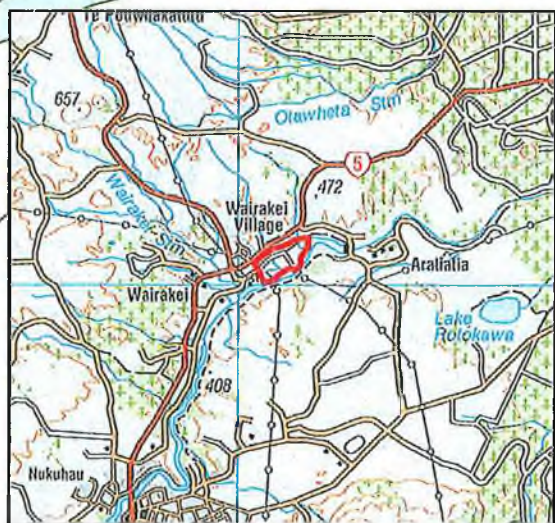
State Highway 5

Aratiatia Road

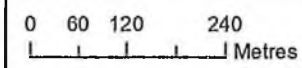
Sec 2
SO 381263

Sec 1
SO 381263

Sec 1
SO 381263



Legal Description :
99.6000 hectares, more or less, being
Sections 1 and 2 SO 381263.
Part Gazette 1887 p675 and
Gazette 1886 p778.



Aratiatia Flats 1 and 2



Sec 1
SO 59998

Nga Awa Purua Road

Rapids Road



Legal Description :
3.6900 hectares, more or less, being
Section 1 SO 59998.
All computer interest register 79836.

0 30 60 120
Metres

Atahaka (Part Aratiatia Conservation Area)



Sec 10
SO 397435

Sec 13
SO 438782

Sec 15
SO 438782

Broadlands Road

Eastern Taupo Arterial



Legal Description :
39.0167 hectares, more or less, being
Section 10 SO 397435, Sections 13
and 15 SO 438782.
All computer freehold register 657075.

0 40 80 160
Metres

Broadlands Road Geo-thermal Scenic Reserve



Lot 313
DP 356786

Lot 314
DP 356786

Sec 1
SO 59452

Tawhāa Road

State Highway 1

Eastern Taupo Arterial

Anzac Memorial Drive

Victory Drive

Ernest Kemp Rise



Legal Description :

55.6460 hectares, more or less, being
All Section 1 SO 59452.
All Gazette 1994 p1411.
0.0041 hectares, more or less, being
Lot 313 DP 356786.
All computer freehold register 234767.
0.0241 hectares, more or less, being
Lot 314 DP 356786.
All computer freehold register 234768.

0 40 80 160
Metres

Five Mile Bay Recreation Reserve



Pt Sec 4
Blk I Waitahanui SD

State Highway 1

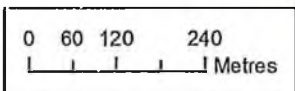
Sec 6
Blk I Waitahanui SD

Raniera Grove

Raniera Avenue



Legal Description :
17.3585 hectares, approximately, being
Section 6 and Part Section 4 Block I
Waitahanui Survey District.
Part Gazette notice H5300913.
Subject to survey.



Hatepe Recreation Reserve



Sec 9
SO 355555

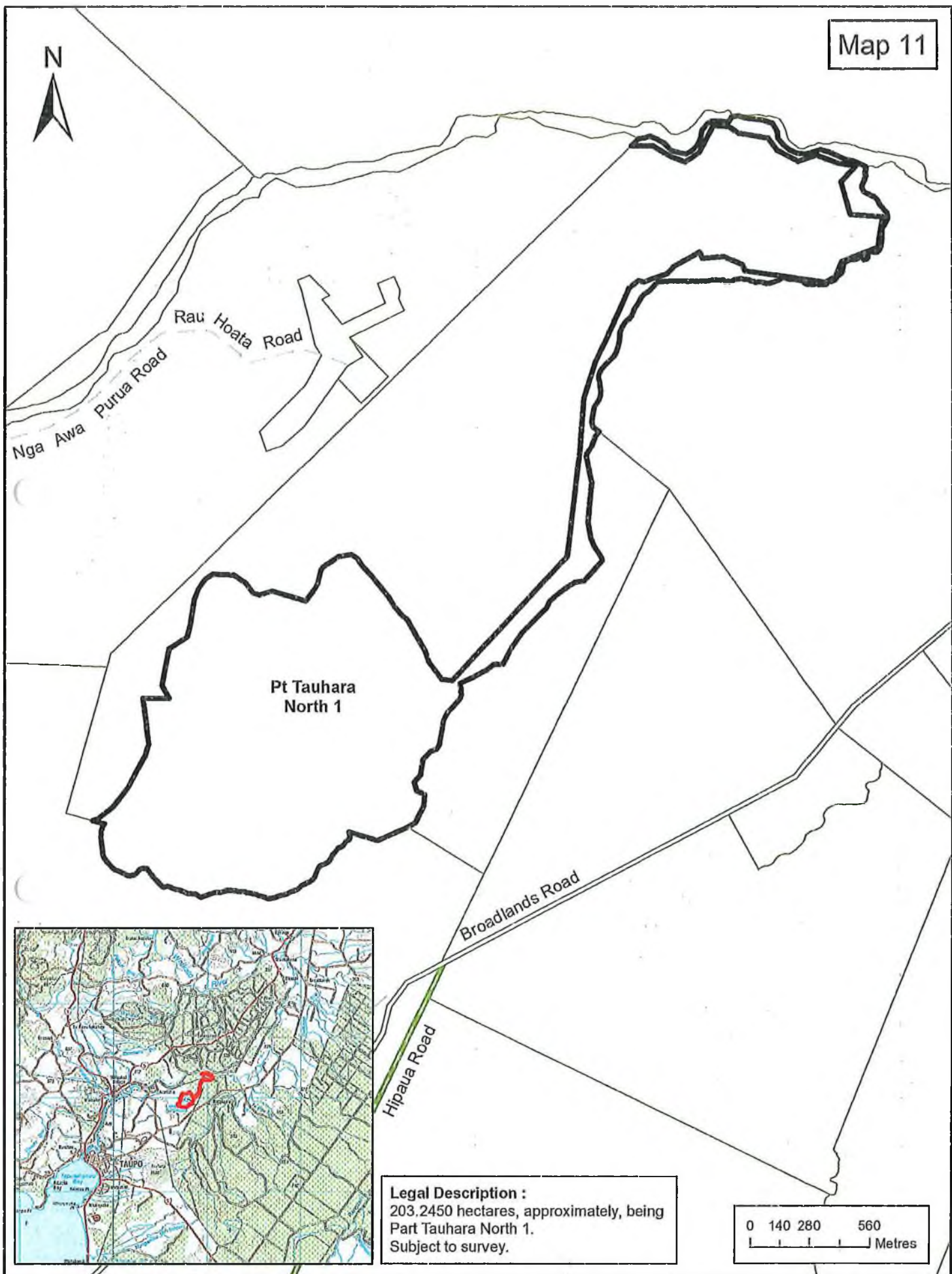
Karapiti Road



Legal Description :
50.6740 hectares, more or less, being
Section 9 SO 355555.
Part Gazette notice B263233.

0 40 80 160
Metres

Karapiti (Craters of the Moon)



Lake Rotokawa Conservation Area



Motuoapa Esplanade

Arataha Street

Rangimapa Avenue

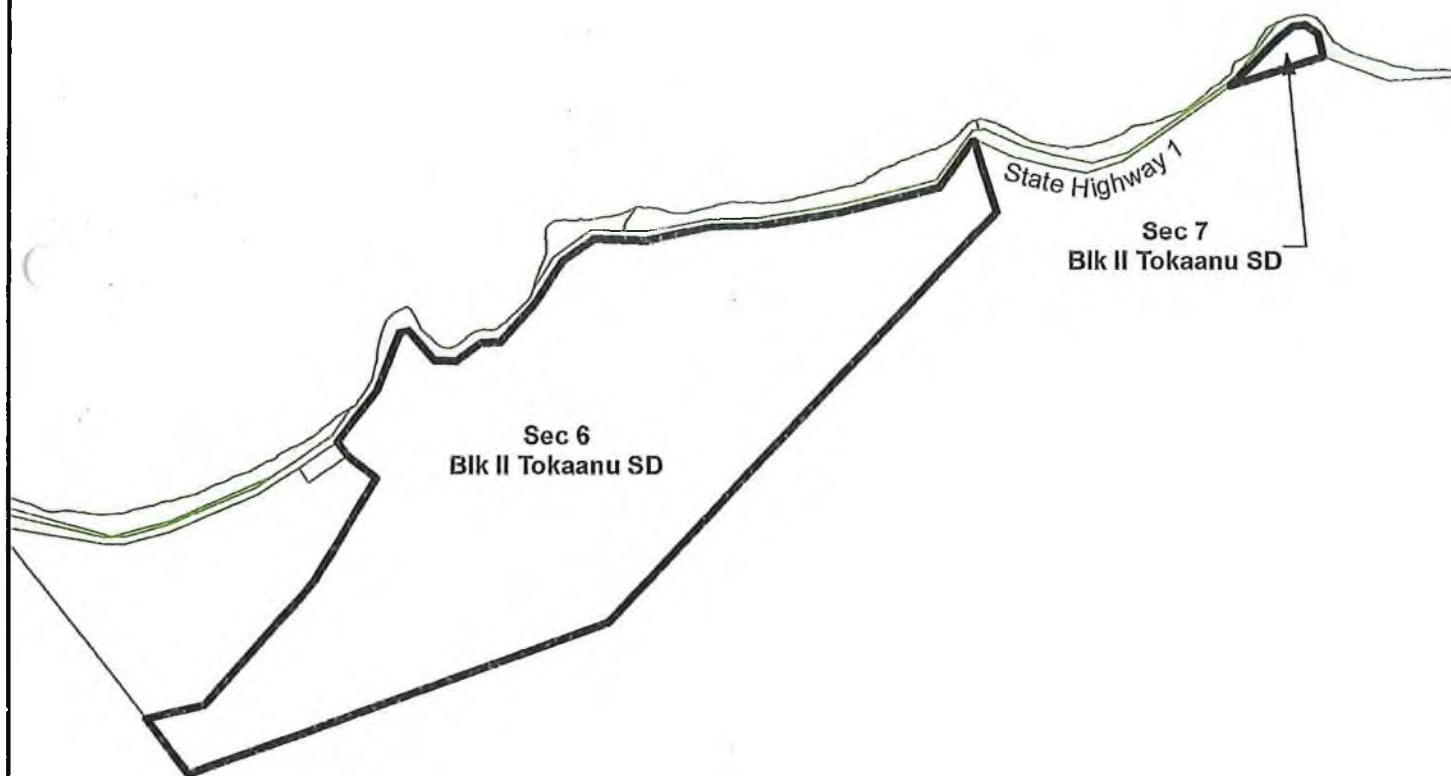
Sec 5
Blk III Tokaanu SD



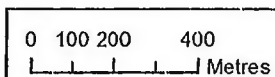
Legal Description :
7.70 hectares, approximately, being
Part Section 5 Block III Tokaanu
Survey District.
Part Gazette notice H192606.1.
Subject to survey.

0 40 80 160
Metres

Part Motuoapa Scenic Reserve



Legal Description :
108.0216 hectares, more or less, being
Sections 6 and 7 Block II Tokaanu
Survey District.
Part Gazette notice H050269.



Motutere Scenic Reserve



Pt Tauranga
Taupo 1B1

Heuheu Parade

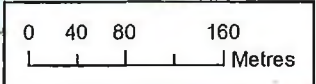
State Highway 1

Tuki Street

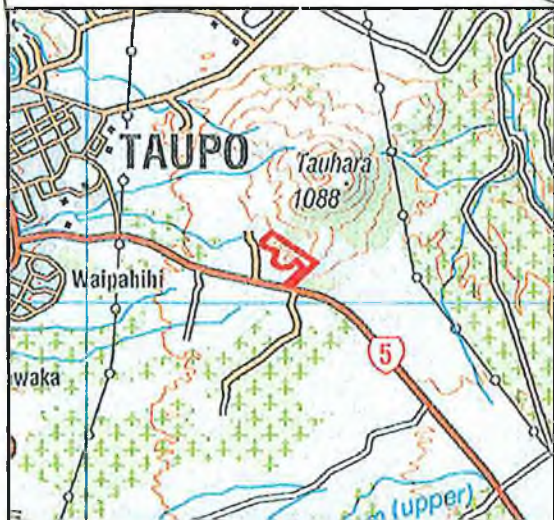
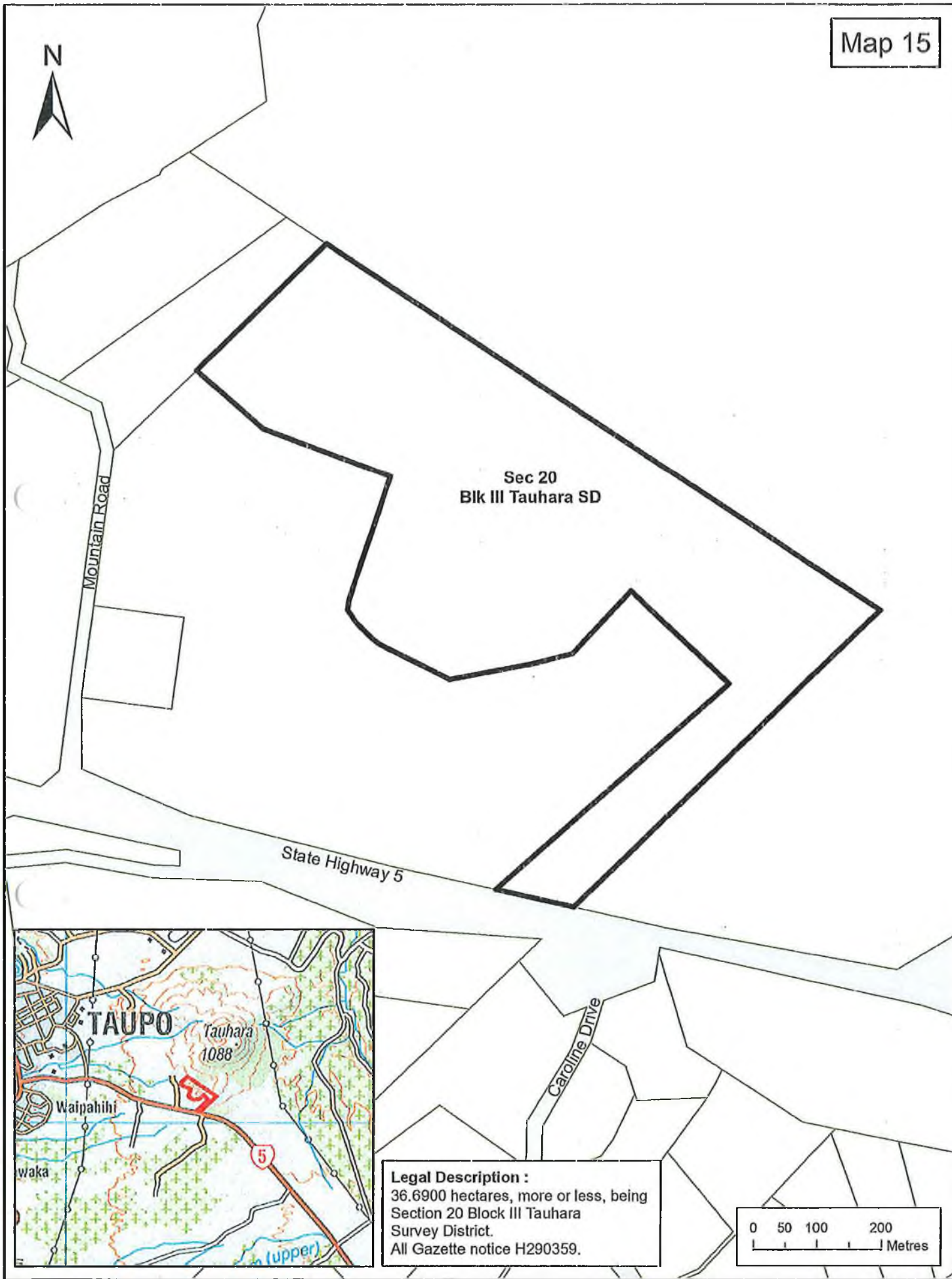
Oruatua Avenue



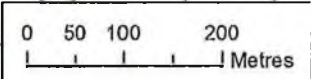
Legal Description :
47.63 hectares, approximately, being
Part Tauranga Taupo 1B1.
Subject to survey.



Part Oruatua Conservation Area



Legal Description :
36.6900 hectares, more or less, being
Section 20 Block III Tauhara
Survey District.
All Gazette notice H290359.



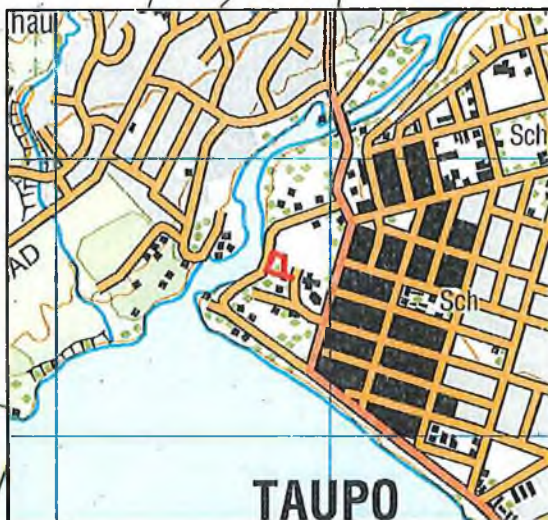
Tauhara Mountain Scenic Reserve



Sec 8
Blk XXXVI
Town of Taupo

Redoubt Street

Pt Sec 5
Blk XXXVI
Town of Taupo



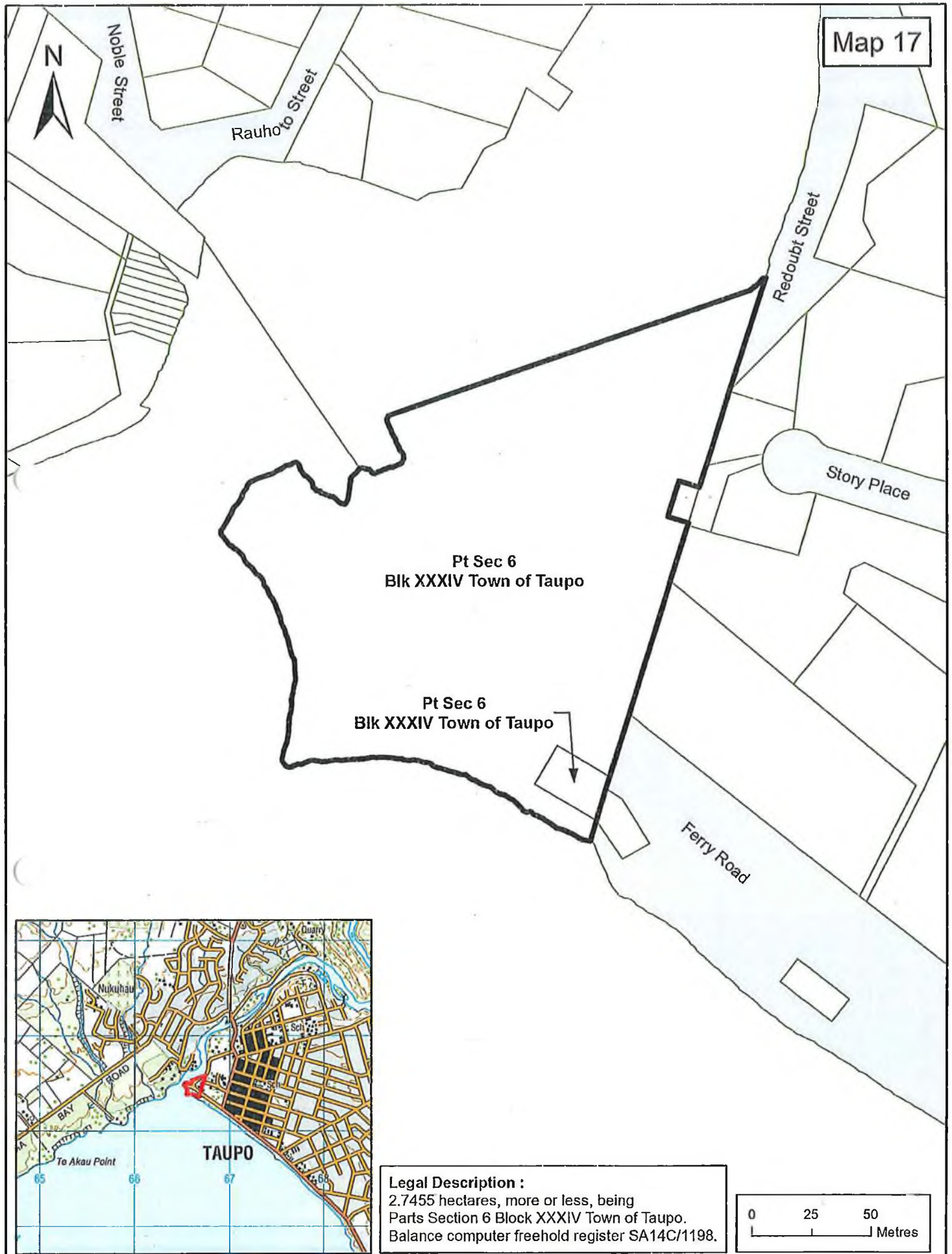
Legal Description :

0.2360 hectares, more or less, being
Section 5 Block XXXVI Town of Taupo.
All Gazette 1968 p264.

0.1211 hectares, more or less, being
Section 8 Block XXXVI Town of Taupo.
All computer freehold register SA27B/312.

0 12.5 25
Metres

Taupo Courthouse Historic Reserve

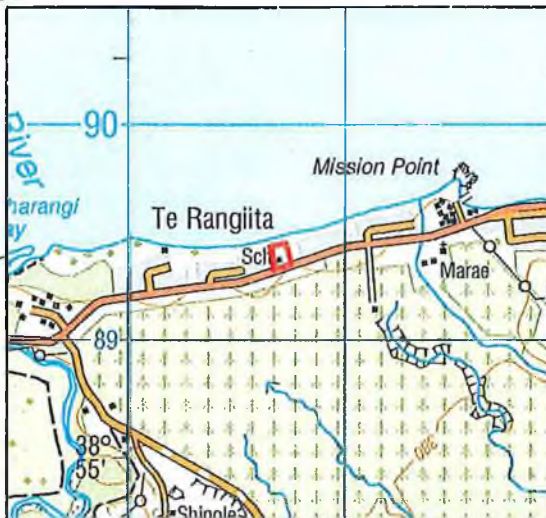


Taupo Landing Recreation Reserve



Lot 2
DP 426118

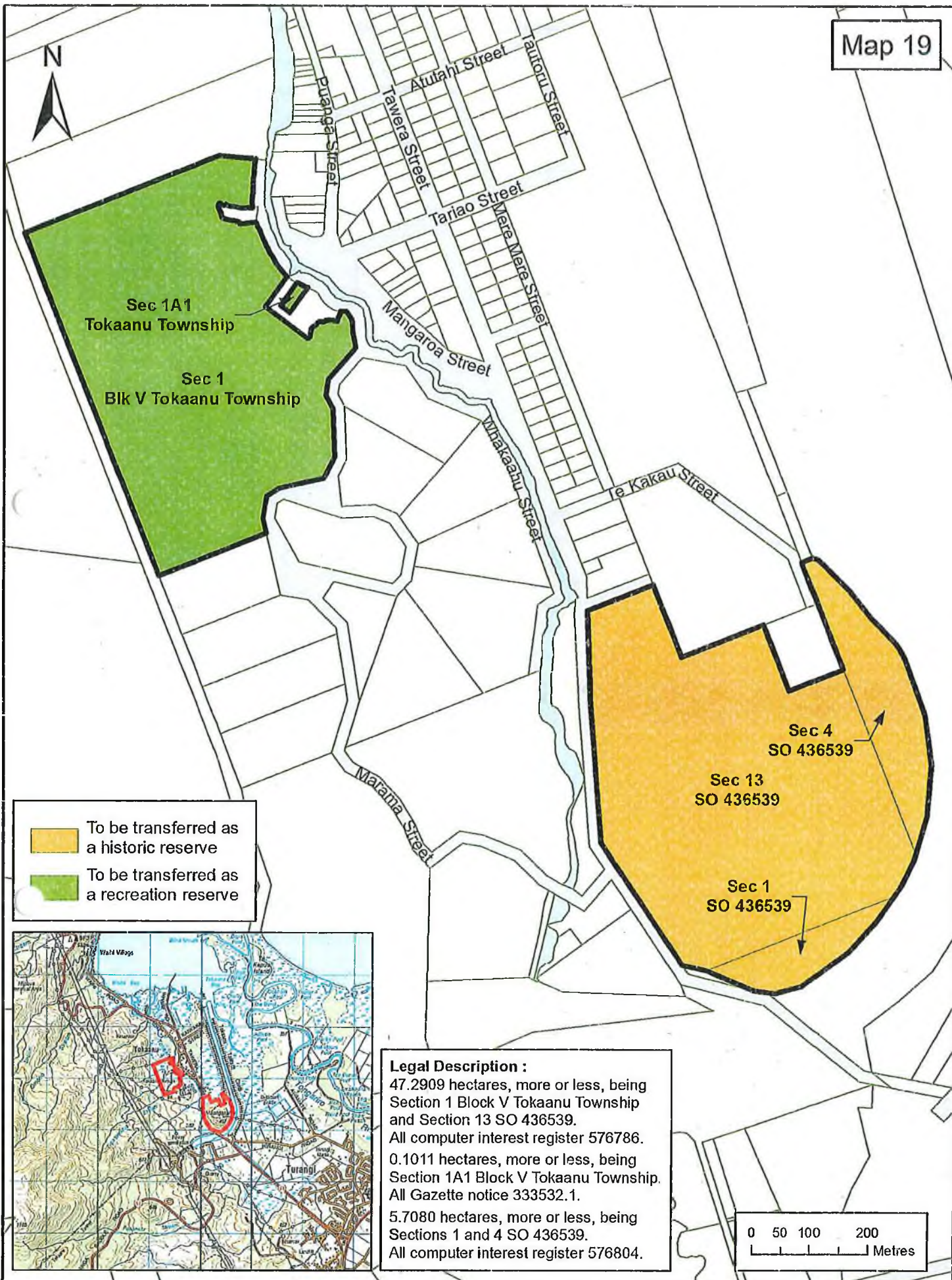
State Highway 1



Legal Description :
0.8130 hectares, more or less, being
Lot 2 DP 426118.
All computer freehold register 502860.

0 20 40
Metres

Part Former Tauranga Taupo School Site



Tokaanu Thermal Park Recreation Reserve



State Highway 1

Pt Ohuanga
North 1A

Closed Road
SO 18192

Closed Road
SO 18192

Pt Ohuanga
South 1A



Legal Description :

7.0441 hectares, more or less, being
Part Ohuanga North 1A and
Part Ohuanga South 1A.
Balance computer freehold register WN430/31.
0.5805 hectares, approximately, being
Closed Road SO 18192.
All Gazette notice 872300.
Subject to survey.

0 30 60
Metres

Part Tongariro National Trout Centre



Lot 1
DP 51475

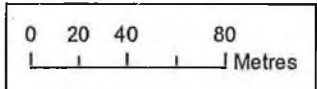
Waihi Road

Lot 2
DP 51475

te Highway 41



Legal Description :
2.0400 hectares, more or less, being
Lots 1 and 2 DP 51475.
Part computer freehold register WN22A/245.



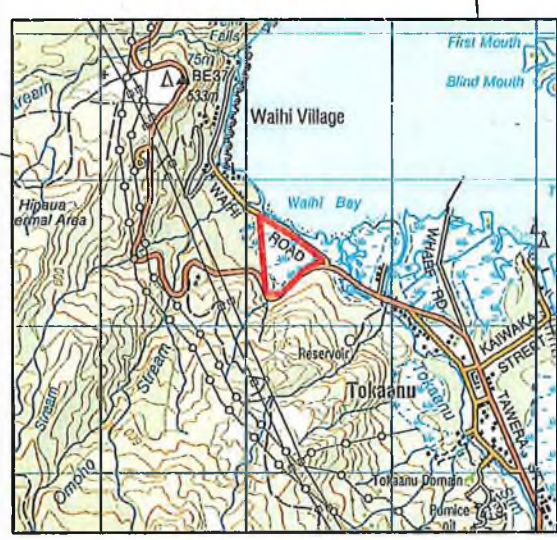
Waihi Road Recreation Reserve



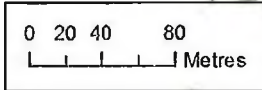
Waihi Road

Lot 3
DP 51475

State Highway 41

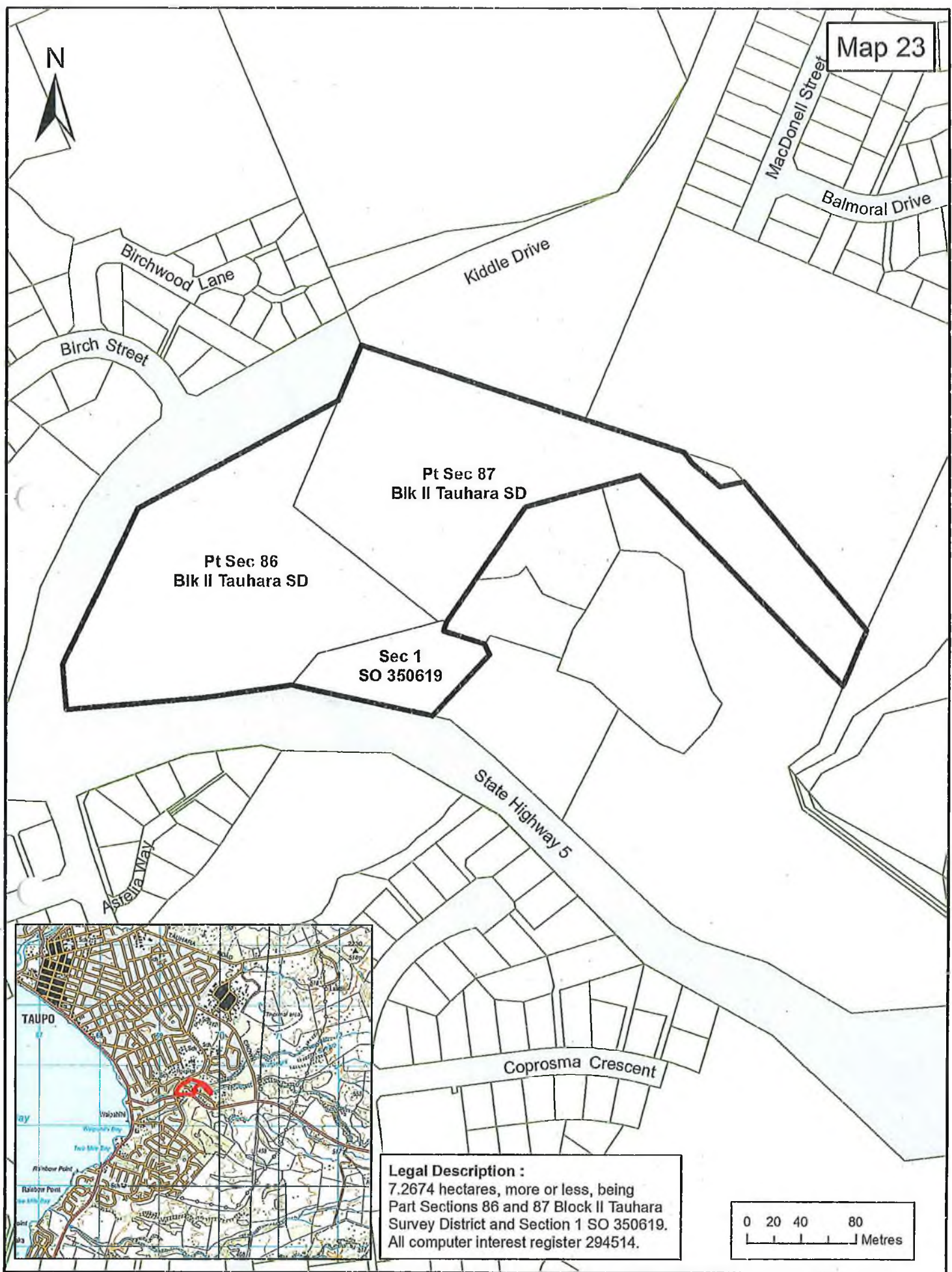


Legal Description :
11.9908 hectares, more or less, being
Lot 3 DP 51475.
Part computer freehold register WN22A/245.

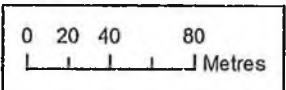


Waihi Road Scenic Reserve

N



Legal Description :
 7.2674 hectares, more or less, being
 Part Sections 86 and 87 Block II Tauhara
 Survey District and Section 1 SO 350619.
 All computer interest register 294514.



Waipahihi Stream Conservation Area



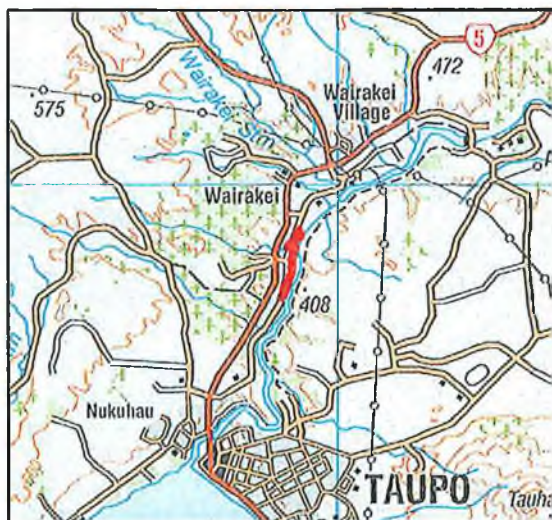
State Highway 1

Karetoto Road

Sec 11
SO 355555

Karapiti Road

Huka Falls Road



Legal Description :
16.0740 hectares, more or less, being
Section 11 SO 355555.
Part Gazette notice B263233 and
all Gazette notice B006709.

0 40 80 160
Metres

Land adjacent to Huka Falls



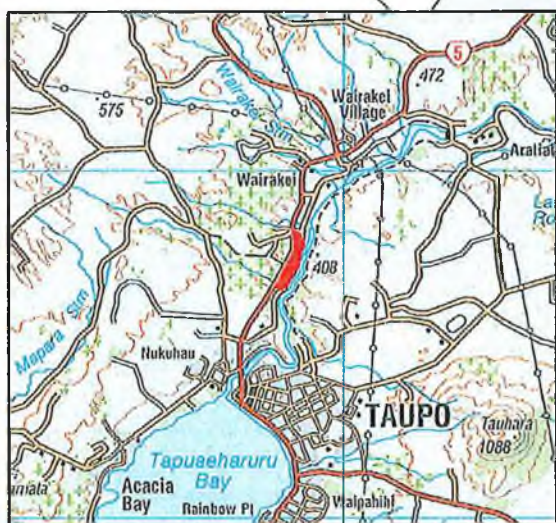
Karapiti Road

Loop Road

Sec 2
SO 61681

State Highway 1

Huka Falls Road



Legal Description :
18,000 hectares, more or less, being
Section 2 SO 61681.
Part Gazette notice B263233.

0 40 80 160
Metres

Part Wairakei Forest, Huka Falls Road



State Highway 1

Huka Falls Road

Sec 5
SO 61681

Sec 4
SO 61681

Loop Road

Sec 3
SO 61681



Legal Description :
2.1215 hectares, more or less, being
Sections 3, 4 and 5 SO 61681.
Part Gazette notice B263233.

0 25 50
Metres

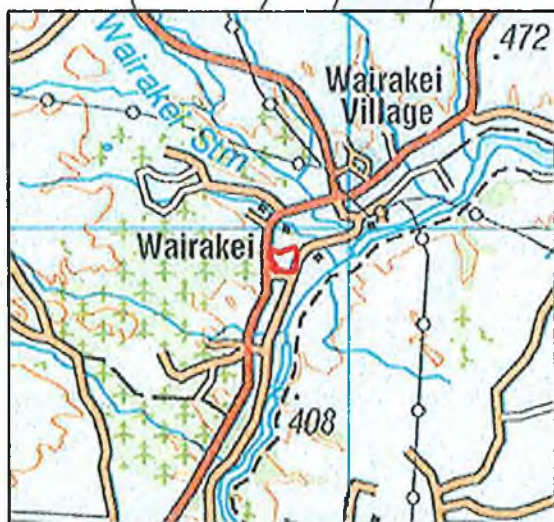
Loop Road, Wairakei



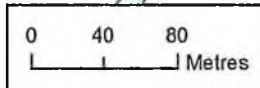
Sec 7
SO 61681

State Highway 1

Karetoto Road



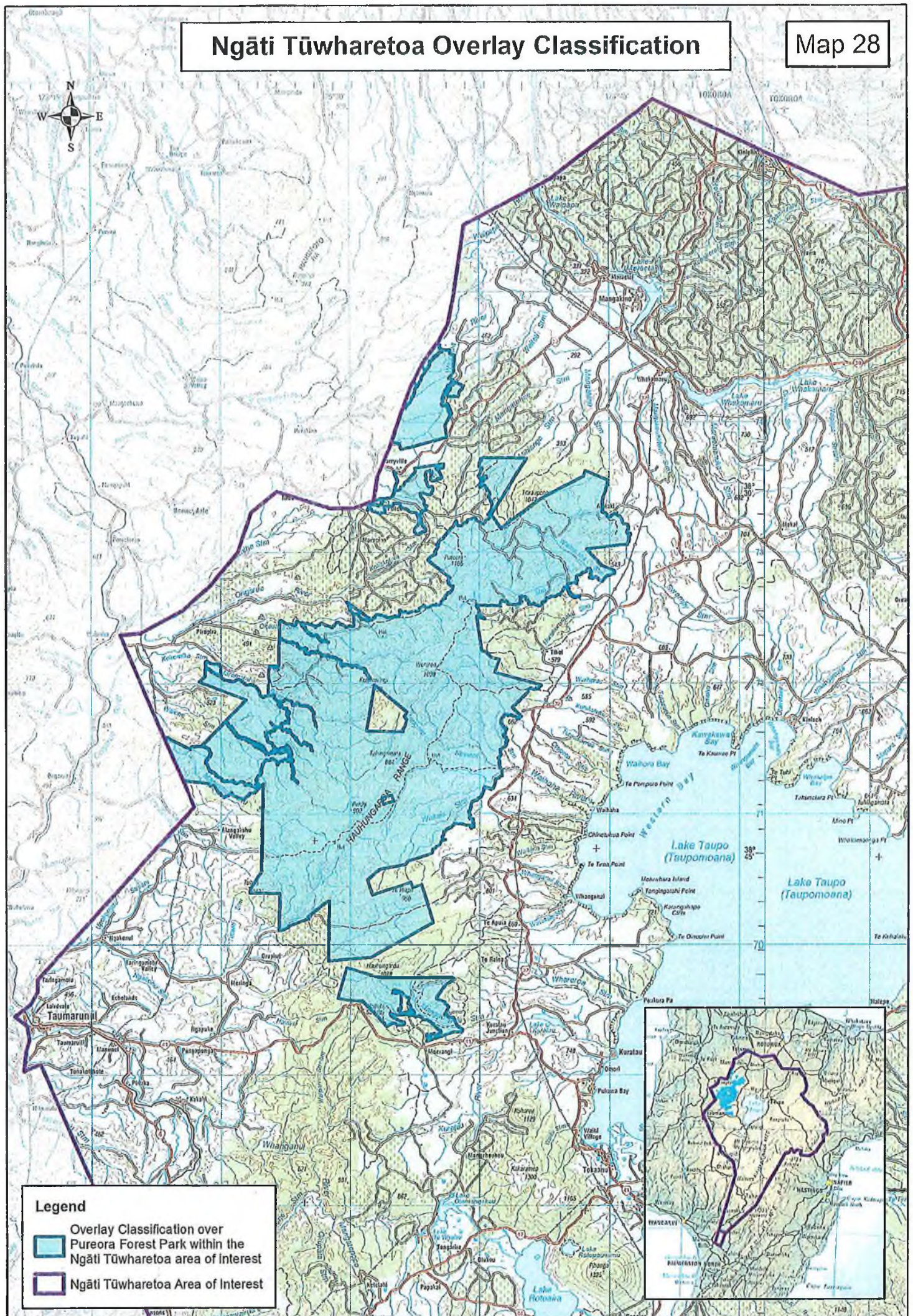
Legal Description :
10.5250 hectares, more or less, being
Section 7 SO 61681.
Part Gazette notice B263233.



Karetoto 1, Wairakei

Ngāti Tūwharetoa Overlay Classification

Map 28

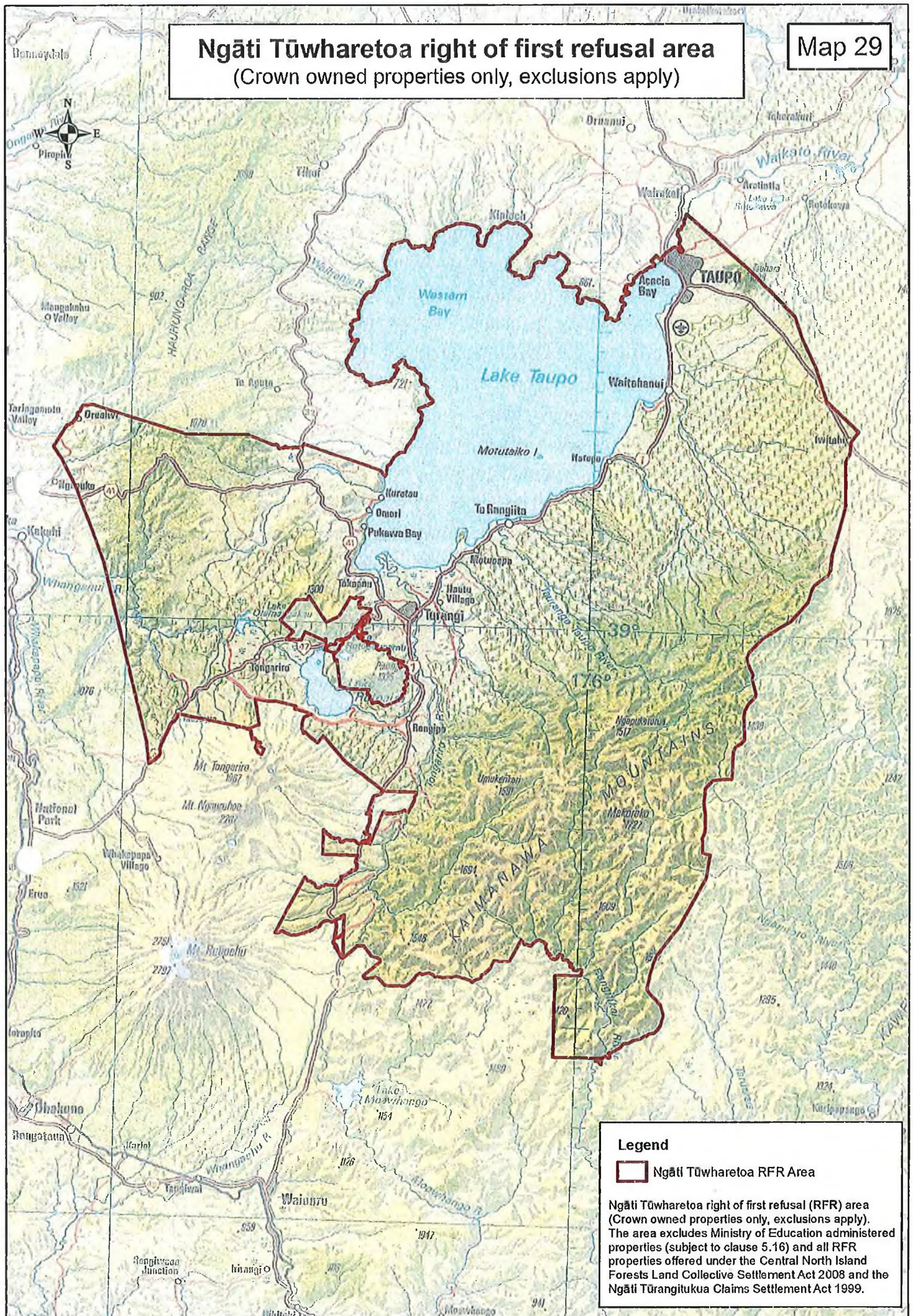


Legend

- Overlay Classification over Pureora Forest Park within the Ngāti Tūwharetoa area of interest
- Ngāti Tūwharetoa Area of Interest

Ngāti Tūwharetoa right of first refusal area (Crown owned properties only, exclusions apply)

Map 29



Ngāti Tūwharetoa and the Ministry for the Environment relationship agreement area

Map 30

