

TE ROROA
and
HER MAJESTY THE QUEEN
in right of New Zealand

**DEED OF SETTLEMENT OF
THE HISTORICAL CLAIMS OF TE ROROA**

17 December 2005

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TE ROROA DEED OF SETTLEMENT

DEED OF SETTLEMENT

THIS DEED is made

BETWEEN

TE ROROA

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations.

AW
JP

MIHI

Whakarongo!

Whakarongo ki te tangi o te manu nei
Tuia i runga, tuia i raro, tuia i roto, tuia i waho, tuituia!
Tuituia tatou i te herenga tangata.
Ka rongo te po, ka rongo te ao
Tuituia tatou ki te kawai tangata,
I heke mai i Hawaiki nui, Hawaiki roa
Hawaiki pamamao.
I hono ki te Wairua
kia whakaputaina ki te whai ao
Ki te ao marama.

Tihei mauri ora!

Ka hoki nga mahara ki te timatanga o te kareme,
ki a ratou nga matua, nga tuakana, nga teina; me ratou nga pononga kua wehe atu ki te ao wairua,
moe mai.
Me mihi ki a ratou nga tupuna,
Moe mai koutou, moe mai.
Ko tuhono koutou katoa o Te Roroa.
Na reira, moe mai, moe mai.

Tenei te whakawhetai ki nga kaiarahi o te kareme o Te Roroa, mo o ratou kaha, ara, te aroha nui,
ki te mau tenei kaupapa taimaha i te mea i mahia i raro o nga wahi tapu.

I tautoko te iwi whanui me to ratou hari i te hoki mai o nga wahi tapu ki Te Roroa.

Toku inoi ki te iwi whanui o Te Roroa:

Haeremai.

Mauria mai o koutou matauranga, kia honotia ki nga taonga tuku iho.

Ma te Atua tatou katoa e manaaki me arahi mo ake tonu atu.

Na

Samuel Thompson Waipoua Taoho Nathan Patuawa



BACKGROUND

THE ASSOCIATION OF TE ROROA WITH THEIR ROHE

For hundreds of years Te Roroa have occupied the rich river valleys of Waimamaku, Waipoua and Kaihu, as well as other contiguous lands between the Hokianga and Kaipara harbours. Te Roroa are descended from local tangata whenua Ngai Tuputupuwhenua, who are traditionally said to have been resident in that district when Kupe arrived, and the migrating Ngai Tamatea ki Muriwhenua. The combined peoples adopted the name Te Roroa (the Tall Ones), in the time of Manumanu I and his brother Rangitauwawaro, probably sometime in the sixteenth century. References to 'Te Roroa' or 'Whanau Roroa' are found in ancient karakia – especially in relation to the tupuna Whakatau-potiki of whom the whakatauki is 'Kotahi tangata ki Hawaiki ko Whakatau anake'; 'There was but one man in Hawaiki, Whakatau'.

Inter-tribal warfare in the 1820s led to Te Roroa being concentrated on lands around Waipoua and Waimamaku. Te Roroa hapu Ngati Whiu and Ngati Kawa, who had ancestral lands on the Northern Wairoa river near Tunatahi (Dargaville), were living at Utakura, Hokianga, where they had moved to join their relatives Te Popoto and Ngahengahe after the battle of Te Ika-a-Ranginui in 1825. At this time Te Kuihi hapu, which included Parore Te Awha, were living at Kaihu and Northern Wairoa.

Te Roroa welcomed Pakeha settlement and opportunities for economic advancement from first contact. Te Roroa established close relationships with Pakeha settlers and were quick to embrace Christianity. Many Te Roroa chiefs took christian names.

TE ROROA ATTEMPTS AT REDRESS AND RESTORATION

Te Roroa have sought redress for their grievances for more than a century. They have particularly sought redress arising from the failure to fully provide reserves arising from the 1876 alienations of some of their lands. The petitions and protests of Te Roroa led to numerous investigations by officials and in the 1930s two formal inquiries. The recommendations for redress, which arose out of these investigations and inquiries, were not acted on.

THE WAITANGI TRIBUNAL CLAIM

In 1987, following an amendment to the Treaty of Waitangi Act 1975, Te Roroa lodged a claim with the Waitangi Tribunal to investigate their Treaty grievances.

Between 1987 and 1990 several Te Roroa claims were lodged with the Waitangi Tribunal including those by Turoro Raniera (Lovey) Te Rore Taoho and E D Nathan on behalf of Te Roroa at Kaihu; Alex Nathan and Manos Nathan on behalf of Te Roroa at Waipoua; Ropata Parore Te Awha on behalf of Te Roroa at Kaihu and Emily Paniora on behalf of Te Roroa at Waimamaku.

The Waitangi Tribunal heard the main Te Roroa claims at nine hearings held at Kaihu, Waipoua, Waimamaku and Dargaville between June 1989 and May 1991. The Tribunal visited significant Te Roroa sites and the Auckland Institute and Museum to view taonga held there. The *Te Roroa Report* was presented to the claimants and the Minister of Maori Affairs on 3 April 1992 at Waikaraka marae at Kaihu. Some Te Roroa claims were heard in other Tribunal inquiries.

TE ROROA DEED OF SETTLEMENT

BACKGROUND TO THIS DEED

THE TRIBUNAL FINDINGS

The Tribunal, in its *Te Roroa Report*, found that the Crown:

- used unfair methods to purchase Te Roroa lands and failed to make proper provision for native reserves;
- adopted unprincipled land purchase methods in acquiring interests in Waipoua No 2 lands;
- through its land purchases, and land administration destroyed the sense of community of Te Roroa at Waipoua;
- through its land purchases and economic policies, denied Te Roroa the benefits of borrowing for development enjoyed by other New Zealanders;
- failed to protect Te Roroa wahi tapu and allowed Te Roroa taonga to be violated; and
- failed to listen to Te Roroa grievances or act on recommendations for redress;

Te Roroa claims to Te Kopuru, Tokatoka and Whakahara were heard by the Kaipara regional inquiry in Whangarei and Auckland in 2000 and 2001.

NEGOTIATIONS

Te Roroa and the Crown were engaged in periodic negotiations from 1992 until 2005. In 1993 Te Roroa and the Crown entered into a "Framework Agreement" governing the conduct of the negotiations. In 1996, the Crown formally recognised the mandated negotiators of Te Roroa and signed "Terms of Negotiation" which specified the scope, objectives and general procedures for the negotiations. On 20 December 2004, the parties signed an Agreement in Principle ("**Agreement in Principle**") that recorded that Te Roroa and the Crown were, in principle, willing to enter into a deed of settlement on the basis of the Crown's proposal recorded in the Agreement in Principle.

THIS DEED OF SETTLEMENT

This Deed of Settlement has been:

- negotiated with the Crown by the Te Roroa Negotiators on behalf of Te Roroa; and
- ratified by Te Roroa.

The Mandated Signatories have a mandate from Te Roroa to sign this Deed of Settlement on behalf of Te Roroa.

ACCORDINGLY, Te Roroa and the Crown wish, in a spirit of co-operation and compromise, to enter, in good faith, into this Deed providing for the Settlement of the Historical Claims (as defined in clauses 1.11-1.13).



1: TE ROROA AND THE HISTORICAL CLAIMS

INTRODUCTION

- 1.1 This Deed records the agreement of Te Roroa and the Crown to settle the Historical Claims.
- 1.2 This Part sets out definitions of the Crown, Te Roroa, the Historical Claims and certain related terms. Those definitions apply in this Deed unless this Deed or the context requires otherwise.
- 1.3 Definitions of other terms used in this Deed are set out in:
- 1.3.1 clauses 16.1 and 16.4; and
- 1.3.2 the defining clauses or parts referred to in clauses 16.2 and 16.3.

THE CROWN

- 1.4 **The Crown** has the meaning given to it in section 2(1) of the Public Finance Act (which, at the Date of this Deed, provides that the Crown:
- 1.4.1 means the Sovereign in right of New Zealand; and
- 1.4.2 includes all Ministers of the Crown and all Departments; but
- 1.4.3 does not include:
- (a) an Office of Parliament; or
- (b) a Crown entity; or
- (c) a State enterprise).

TE ROROA AND RELATED TERMS

- 1.5 **Te Roroa:**
- 1.5.1 means the collective group, composed of:
- (a) individuals descended from one or more Te Roroa Tupuna; and
- (b) individuals who are members of the groups referred to in clause 1.5.3(a);
- 1.5.2 means every individual referred to in clause 1.5.1; and
- 1.5.3 includes the following groups:
- (a) Te Roroa, Ngati Kawa, Ngati Whiu and Te Kuihi; and

TE ROROA DEED OF SETTLEMENT

1: TE ROROA AND THE HISTORICAL CLAIMS

- (b) any whanau, hapu, or group of individuals composed of individuals referred to in clause 1.5.1.

1.6 **Te Roroa Tupuna** means an individual who:

1.6.1 exercised Customary Rights by virtue of being descended from:

- (a) Manumanu I or Rangitauwawaro; or
- (b) a recognised ancestor of any of the groups referred to in clause 1.5.3(a); and

1.6.2 exercised the Customary Rights predominately in relation to the Area of Interest at any time after 6 February 1840.

1.7 For the purpose of clause 1.6, **Customary Rights** means rights according to tikanga Maori (Maori customary values and practices) including:

1.7.1 rights to occupy land; and

1.7.2 rights in relation to the use of land or other natural or physical resources.

1.8 **Member of Te Roroa** means every individual referred to in clauses 1.5.1.

1.9 **Representative Entity** means:

1.9.1 the Governance Entity;

1.9.2 a person appointed as agent for Te Roroa under clause 3.5; and

1.9.3 a person (including trustees) acting for or on behalf of:

- (a) the collective group referred to in clause 1.5.1;
- (b) one or more Members of Te Roroa; and/or
- (c) one or more of the whanau, hapu or groups of individuals referred to in clause 1.5.3.

1.10 Te Roroa wish to place on record that they consider that adoption does not confer whakapapa.

TE ROROA HISTORICAL CLAIMS

1.11 **Historical Claims** means:

1.11.1 (subject to clause 1.13) every claim (whether or not the claim has arisen or been considered, researched, registered, notified or made by or on the Settlement Date) that Te Roroa (or any Representative Entity) had at, or at any time before, the Settlement Date, or may have at any time after the Settlement Date, and that:

TE ROROA DEED OF SETTLEMENT

1: TE ROROA AND THE HISTORICAL CLAIMS

- (a) is, or is founded on, a right arising:
 - (i) from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles;
 - (ii) under legislation;
 - (iii) at common law (including in relation to aboriginal title or customary law);
 - (iv) from a 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;

1.11.2 every claim to the Waitangi Tribunal to which clause 1.11.1 applies and that relates exclusively to Te Roroa or a Representative Entity including:

- (a) Wai 38 – Te Roroa Claim (Turoro Raniera (Lovey) Te Rore Taoho (deceased), E.D. Nathan (deceased), Alex Nathan, Manos Nathan, Ropata Parore, Emily Paniora and others); and
- (b) Wai 632 – Ngati Whiu and Ngati Kawa Claim (Garry Hooker, Alex Nathan and others); and

1.11.3 every other claim to the Waitangi Tribunal to which clause 1.11.1 applies so far as it relates to Te Roroa or a Representative Entity including:

- (a) Wai 188 – Opanaki, Kaihu and Waimata Blocks Claim (Ropata Parore and others);
- (b) Wai 303 – Te Runanga o Ngati Whatua Claim (Haahi Walker, Thompson Parore and others);
- (c) Wai 313 – Waimamaku Land Claim (R.R. Hodgkinson);
- (d) Wai 549 – Nga Puhi Land and Resources Claim (Rudy Taylor and others);
- (e) Wai 719 – Kaipara Land and Resources (Pirika Ngai Whanau) Claim (Lionel Wilfred Brown and others); and
- (f) Wai 985 – Hokianga Regional Lands Claim (Simon Tuoro).

1.12 Clause 1.11.1 is not limited by clauses 1.11.2 or 1.11.3.

1.13 The term **Historical Claims** does not include the following claims:

TE ROROA DEED OF SETTLEMENT

1: TE ROROA AND THE HISTORICAL CLAIMS

- 1.13.1 a claim that a Member of Te Roroa, or a whanau, hapu or group referred to in clause 1.5.3, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not a Te Roroa Tupuna; and
- 1.13.2 a claim that a Representative Entity may have to the extent that claim is, or is based on, a claim referred to in clause 1.13.1.

2: THE SETTLEMENT

THE SETTLEMENT IS TO CONTRIBUTE TO THE RESTORATION OF THE ONGOING RELATIONSHIP BETWEEN TE ROROA AND THE CROWN

- 2.1 The Settlement of the Historical Claims under this Deed is intended to contribute to the restoration of the ongoing relationship between Te Roroa and the Crown (both in terms of Te Tiriti o Waitangi/the Treaty of Waitangi, its principles and otherwise).

ACKNOWLEDGEMENTS CONCERNING THE SETTLEMENT AND THE REDRESS

- 2.2 Te Roroa and the Crown acknowledge that:
- 2.2.1 the Settlement represents the result of long, complex and comprehensive negotiations conducted in good faith and a spirit of co-operation and compromise;
 - 2.2.2 the Parties have acted honourably and reasonably in negotiating the Settlement;
 - 2.2.3 it is difficult to assess the loss and prejudice suffered by Te Roroa as a result of the events on which the Historical Claims are or could be based;
 - 2.2.4 it is not possible to fully compensate Te Roroa for all loss and prejudice so suffered;
 - 2.2.5 the foregoing of full compensation by Te Roroa is a contribution to the development of New Zealand; and
 - 2.2.6 taking all matters into consideration (some of which are specified in this clause), the Settlement is fair in the circumstances.

THE HISTORICAL CLAIMS ARE SETTLED

- 2.3 Te Roroa and the Crown agree that this Deed settles the Historical Claims from the Settlement Date.
- 2.4 Te Roroa releases and discharges the Crown, from the Settlement Date, from all obligations and liabilities in respect of the Historical Claims.

THE CROWN IS TO PROVIDE REDRESS

- 2.5 The Crown must provide the Redress set out in:
- 2.5.1 Part 7: Acknowledgements and Apology by the Crown;
 - 2.5.2 Part 8: Relationship Redress;
 - 2.5.3 Part 9: Cultural Redress Properties;
 - 2.5.4 Part 10: Other Cultural Redress; and
 - 2.5.5 Part 11: Financial and Commercial Redress.

TE ROROA DEED OF SETTLEMENT

2: THE SETTLEMENT

REDRESS IS TO BE PROVIDED TO THE GOVERNANCE ENTITY

- 2.6 The Crown must provide the Redress under Parts 8, 9, 10 and 11 to the Governance Entity established by Te Roroa under clause 3.3 (unless this Deed provides otherwise).

THE SETTLEMENT DOES NOT AFFECT CERTAIN RIGHTS OR DECISIONS

- 2.7 Nothing in this Deed:

2.7.1 extinguishes or limits any aboriginal title, or customary rights, that Te Roroa may have;

2.7.2 is, or implies, an acknowledgement by the Crown that any aboriginal title, or any customary right, exists;

2.7.3 (except as expressly provided in or under this Deed) affects any right that Te Roroa, or the Crown, may have including any right arising:

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

(b) under legislation;

(c) at common law (including in relation to aboriginal title or customary law);

(d) from a fiduciary duty; or

(e) otherwise; or

2.7.4 is intended to affect actions or decisions under the following:

(a) the deed of settlement between Maori and the Crown dated 23 September 1992 in relation to Maori fishing claims; or

(b) the Fisheries Legislation.

- 2.8 Clause 2.7 does not limit clause 2.3 or 2.4.

ACKNOWLEDGEMENTS CONCERNING THE SETTLEMENT AND ITS FINALITY

- 2.9 Te Roroa acknowledges that:

2.9.1 it is intended that the Settlement, and the rights of Te Roroa and the Governance Entity, under this Deed:

(a) will be for the benefit of Te Roroa; and

(b) may be for the benefit of particular individuals or a particular whanau, hapu or group of individuals if the Governance Entity so determines in accordance with its procedures; and

TE ROROA DEED OF SETTLEMENT

2: THE SETTLEMENT

- 2.9.2 the Settlement and the obligations of Te Roroa and the Governance Entity under this Deed will be binding on Te Roroa and any Representative Entity.
- 2.10 Te Roroa acknowledges and agrees (and the Settlement Legislation will provide) that, with effect from the Settlement Date:
- 2.10.1 the Settlement is final;
- 2.10.2 the Crown is released and discharged from all obligations and liabilities in respect of the Historical Claims;
- 2.10.3 the Courts, the Waitangi Tribunal and any other judicial body or tribunal do not have jurisdiction (including the jurisdiction to inquire into or to make a finding or recommendation) in respect of:
- (a) this Deed;
 - (b) the Settlement Legislation;
 - (c) the Historical Claims; and
 - (d) the Redress,
- (but that jurisdiction is not removed in respect of the interpretation and implementation of this Deed or the Settlement Legislation);
- 2.10.4 the following legislation (the "**Land Claims Statutory Protection Legislation**") does not apply to an RFR Property or a Maori Land Block referred to in Schedule 12 namely:
- (a) sections 8A to 8HJ of the Treaty of Waitangi Act;
 - (b) sections 27A to 27C of the State-Owned Enterprises Act;
 - (c) sections 211 to 213 of the Education Act;
 - (d) Part III of the Crown Forest Assets Act;
 - (e) Part III of the New Zealand Railways Corporation Restructuring Act; and
- 2.10.5 neither Te Roroa, nor any Representative Entity, have the benefit of the Land Claims Statutory Protection Legislation.
- 2.11 The Settlement Legislation will provide that:
- 2.11.1 the Chief Executive of Land Information New Zealand must, as soon as is reasonably practicable after the Settlement Date, issue to the Registrar-General of Land a certificate that identifies (by reference to the relevant legal description, certificate of title, or computer register) each allotment that is:



TE ROROA DEED OF SETTLEMENT

2: THE SETTLEMENT

- (a) part or all of an RFR Property; or
- (b) solely within a Maori Land Block referred to in Schedule 12; and
- (c) contained in a certificate of title or computer register that has a memorial entered under any of the Land Claims Statutory Protection Legislation;

2.11.2 each certificate must state the section that it is issued under; and

2.11.3 the Registrar-General of Land must, as soon as is reasonably practicable after receiving a certificate referred to in clause 2.11.1:

- (a) register the certificate against each certificate of title or computer register identified in the certificate; and
- (b) cancel, in respect of each allotment identified in the certificate, the memorial that, under any of the Land Claims Statutory Protection Legislation, is entered on a certificate of title or computer register in respect of that allotment.

2.12 Te Roroa acknowledges and agrees that neither Te Roroa, nor a Representative Entity, will object to the removal by legislation of memorials entered under the Land Claims Statutory Protection Legislation.

3: RATIFICATION OF THE SETTLEMENT AND GOVERNANCE ENTITY

THIS DEED HAS BEEN RATIFIED

3.1 Te Roroa confirms that by a majority of 92% of the valid votes cast in a postal ballot of the Eligible Registered Members of Te Roroa:

3.1.1 this Deed was ratified by Te Roroa; and

3.1.2 the Mandated Signatories have a mandate from Te Roroa to sign this Deed on behalf of Te Roroa.

3.2 The Crown confirms that it is satisfied with:

3.2.1 the ratification of this Deed by Te Roroa; and

3.2.2 the mandate of the Mandated Signatories from Te Roroa to sign this Deed on behalf of Te Roroa.

GOVERNANCE ENTITY TO BE ESTABLISHED AND RATIFIED

3.3 Te Roroa must establish, by no later than six months after the Date of this Deed, an Entity (the "**Governance Entity**") to receive the Redress to be provided by the Crown to the Governance Entity under Parts 8, 9, 10 and 11 which the Crown is satisfied (and has Notified Te Roroa that it is satisfied):

3.3.1 will:

(a) be an appropriate Entity to receive that Redress; and

(b) have a structure that provides for:

(i) representation of Te Roroa;

(ii) transparent decision-making, and dispute resolution, processes; and

(iii) accountability to Te Roroa; and

3.3.2 has been ratified by Te Roroa (by a ratification process agreed by the Mandated Signatories and the Crown) as an appropriate Entity to receive the Redress that is to be provided to it under this Deed.

GOVERNANCE ENTITY TO SIGN DEED OF COVENANT

3.4 Te Roroa must ensure that, by no later than six months after the Date of this Deed, the Governance Entity signs a deed of covenant as set out in Schedule 10 (the "**Deed of Covenant**") under which the Governance Entity agrees (among other matters) to comply with all the obligations of the Governance Entity under this Deed.

TE ROROA DEED OF SETTLEMENT

3: RATIFICATION OF THE SETTLEMENT AND GOVERNANCE ENTITY

APPOINTMENT OF AGENT FOR TE ROROA

3.5 Until the Governance Entity signs the Deed of Covenant, Te Roroa appoints the Mandated Signatories as the agent for Te Roroa to:

3.5.1 agree with the Crown a process for the establishment and ratification of a Governance Entity that is satisfactory to the Crown under clause 3.3; and

3.5.2 take any of the following actions on behalf of Te Roroa under this Deed:

(a) give and receive a Notice or other communication;

(b) exercise a right or power;

(c) waive a provision;

(d) agree to an amendment to this Deed.

GOVERNANCE ENTITY TO REPLACE AGENT

3.6 Once the Governance Entity signs the Deed of Covenant:

3.6.1 the appointment of the agent for Te Roroa under clause 3.5 terminates; and

3.6.2 the actions in clause 3.5.2 may be taken by the Governance Entity on behalf of Te Roroa.

SOME REDRESS MAY BE PROVIDED TO ANOTHER ENTITY

3.7 The Governance Entity and the Crown may agree in writing (and on agreed terms and conditions) that some of the Redress is to be provided to an entity instead of the Governance Entity (to receive and manage that Redress transferred to it by the Crown as part of the Settlement) if the Crown is satisfied that the entity meets the criteria set out in clauses 3.3.1 and 3.3.2.

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4: SETTLEMENT LEGISLATION

INTRODUCTION OF SETTLEMENT LEGISLATION

- 4.1 The Crown must propose Settlement Legislation for introduction within six months after the later of:
- 4.1.1 the Crown Notifying Te Roroa that it is satisfied that the Governance Entity has been:
- (a) established in accordance with the requirements of clause 3.3.1; and
 - (b) ratified by Te Roroa in accordance with clause 3.3.2; and
- 4.1.2 the Governance Entity signing the Deed of Covenant.

CONTENT OF THE SETTLEMENT LEGISLATION

- 4.2 The Settlement Legislation proposed by the Crown for introduction must:
- 4.2.1 include all matters required by this Deed to be included in the Settlement Legislation; and
- 4.2.2 be in a form that:
- (a) the Governance Entity has Notified the Crown is satisfactory to Te Roroa; and
 - (b) is satisfactory to the Crown.

TE ROROA TO SUPPORT SETTLEMENT AND OTHER LEGISLATION

- 4.3 Te Roroa and the Governance Entity must support the passage through Parliament of:
- 4.3.1 the Settlement Legislation;
- 4.3.2 any legislation introduced under clause 5.2.2 to terminate proceedings in relation to an Historical Claim; and
- 4.3.3 any other legislation required to:
- (a) give effect to this Deed;
 - (b) achieve certainty in respect of the obligations undertaken by a Party; or
 - (c) achieve a final and durable Settlement.

5: OTHER ACTIONS TO COMPLETE SETTLEMENT

DISCONTINUANCE OF PROCEEDINGS

5.1 The Governance Entity must, by or on the Settlement Date, deliver to the Crown notices of discontinuance:

5.1.1 of every proceeding in relation to an Historical Claim that has not already been discontinued; and

5.1.2 signed by the applicant or plaintiff to those proceedings (or duly completed by the solicitor for the applicant or plaintiff).

5.2 If the Governance Entity does not deliver to the Crown by or on the Settlement Date all notices of discontinuance required by clause 5.1:

5.2.1 the Governance Entity must continue to use its best endeavours to deliver those notices of discontinuance to the Crown; and

5.2.2 the Crown may introduce legislation to terminate the proceedings.

WAITANGI TRIBUNAL

5.3 The Crown may, on or after the Settlement Date:

5.3.1 advise the Waitangi Tribunal in writing of the Settlement and its terms; and

5.3.2 request that the Waitangi Tribunal amend its register, and adapt its procedures, to reflect the Settlement.

TERMINATION OF LAND BANK ARRANGEMENTS

5.4 The Crown may, after the Settlement Date, cease to operate any land bank arrangement in relation to Te Roroa (or a Representative Entity).

6: HISTORICAL ACCOUNT

INTRODUCTION

- 6.1 This Part sets out an historical account of the events upon which the Crown's acknowledgement and apology in Part 7 are based.
- 6.2 From an early time the people of Te Roroa occupied lands stretching from the Kaipara harbour north to the Hokianga harbour, including the kauri forest at Waipoua. Wesleyan missionaries established missions in the Hokianga from the mid-1830s and there were early Pakeha residents who lived with Maori communities from the mid-1830s.
- 6.3 By 1840 there was a steady trade in the far north, primarily based on the extraction of timber and kauri gum. The timber trade on Te Roroa lands began in the south on their Northern Wairoa lands.
- 6.4 Te Roroa rangatira Te Pana Ruka, Wiremu Whangaroa, Timoti Takare (of Waimamaku) and Hamiora Paekoraha (of Waipoua) signed the Treaty at Hokianga on February 1840. A fifth Te Roroa rangatira Matiu Tauhara, signed at Kaitaia on 28 April 1840.
- 6.5 Te Roroa supported the Crown in the Northern War (1845-1846) when some Te Roroa joined their kinsman and the Crown against northern iwi.

TE KOPURU CESSION

- 6.6 In 1842, the Protector of Aborigines obtained from a number of chiefs of the Northern Kaipara the cession of an area of land at Te Kopuru in restitution for the plunder of a store of a local resident. An area of between 6,000 and 8,000 acres of land was ultimately ceded to the Crown. The plunder was in response to what local Maori saw as the desecration of koiwi (human remains). While Te Kuihi were involved in the plunder, Ngati Whiu and Ngati Kawa, the hapu that had customary rights in the land, were away in the Hokianga and do not appear to have been consulted over the cession. Ngati Kawa later protested that those who made the cession had no right to do so.
- 6.7 The first documented protest over the cession of lands at Te Kopuru was in 1861 when Rapana (Tuaea) told District Commissioner Rogan that those who ceded the block had no rights to it. The District Commissioner said he would put the matter before the government. When a sawmill was built on the block it became clear that there were discrepancies in the survey over the boundaries of the ceded block. In 1866-1867 Tiopira Kinaki and Tamati Whakatara claimed the entire Te Kopuru block in the Native Land Court. The Crown paid £50 and £20 to Ngati Whiu and Ngati Kawa as the result of an agreement reached at Court. The minutes do not provide detail on why the compensation was paid.
- 6.8 Te Waitai Tuaea and Hone Tana Rehua petitioned the House of Representative in 1881 praying that their land at Te Kopuru, wrongly taken owing to the fault of others, be returned to them. The Native Affairs Committee had no recommendation to make. The following year Te Roroa wrote to the Chief Judge of the Native Land Court about Te Kopuru. They also sought an application for title in 1886 and 1891. The applications were dismissed on the basis that it was now private land.

TE ROROA DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

SURVEY AND NATIVE LAND COURT TITLE INVESTIGATION

- 6.9 By the early 1870s Te Roroa still held most of their lands in customary tenure. At this time the Crown sought to purchase lands between the south Hokianga harbour and the Waipoua district to meet the demands of new settlers for farmland. From this time the Native Land Court started to make title determinations within the rohe of Te Roroa. In 1872 Crown land purchase agents began to negotiate with Te Roroa chiefs to purchase land in the vicinity of Waipoua. Te Roroa agreed to sell some of the land.
- 6.10 Crown land purchase officers made advances of £670 to rangatira before the ownership of the land had been determined. These payments were called tamana by Te Roroa and were an attempt by the Crown to secure the purchase of the blocks following the determination of title by the Native Land Court.
- 6.11 The land transactions could not be completed until the Native Land Court had investigated the ownership of the land. Te Roroa applied to the Court to have title determined for their Waimamaku and Waipoua lands that included the Waimamaku No 2, Maunganui and Waipoua blocks.
- 6.12 Prior to the Native Land Court making a determination of title Te Roroa had to have the lands surveyed. Some division within Te Roroa over the Native Land Court determination process became apparent during the surveying.
- 6.13 In late 1874 Crown surveyors began surveying the land that became the Waimamaku No 2 (27,200 acres), Waipoua (35,300 acres) and Maunganui (37,592 acres) blocks. These lands were central to Te Roroa sense of identity and community. Te Roroa requested that the Crown surveyors survey a number of areas within the blocks that they wished to be excluded from the eventual sale of the land. These areas were key papakainga, wahi tapu, and mahinga kai that Te Roroa sought to retain.
- 6.14 The Native Land Court began its investigation of these blocks in 1875. Regardless of whether or not they wished to have the title determined Maori still had to participate in the Court hearings for their claimed interests to be recognised.

WAIMAMAKU BLOCK SURVEY AND SALE

- 6.15 The Court awarded ownership of the Wairau and Waimamaku No 1 blocks in 1870. The survey of the Waimamaku No 2 block was part of the wider Hokianga survey undertaken between December 1874 and June 1875. The Waimamaku block survey occurred at the same time as the adjacent Kahumaku block. The initial survey map was not completed in time for the Court's hearing into ownership of the land in May 1875. To meet the deadline the Deputy Chief Surveyor of the Auckland province compiled an initial sketch plan of the external boundaries of the Kahumaku and Waimamaku No 2 blocks. These two blocks were combined at the request of Maori resident in the area. Within this sketch plan were three areas labelled "reserve" including areas known as Kaharau and Te Taraire. The Wairau wahi tapu and a further reserved area were identified in the adjacent Wairau block.
- 6.16 The sketch plan did not meet the survey standards under the 1873 Land Act but was accepted by the Court and the parties for title determination. It was acknowledged as being incomplete at the hearing. The Court awarded Waimamaku No 2 to the descendants of four ancestors that incorporated Te Roroa, and related groups.

TE ROROA DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

- 6.17 The sale process was separate from the title determination. The initial survey map was ultimately rejected by the Chief Surveyor and a second map was compiled in Auckland some months later from adjoining surveys for the Crown purchase of the land. This map outlined the external boundaries of the Waimamaku No 2 and Wairau block. The latter included the Wairau wahi tapu reserve.
- 6.18 The areas that had appeared as reserves including Kaharau and probably Te Taraire on the initial map were not outlined on the second map. The second map was placed on the Crown's purchase deed. The Court confirmed the Crown's purchase on 10 January 1876 at the same time as it issued the final grants for the block. A Crown surveyor subsequently undertook a check survey of Waimamaku to confirm what areas were Maori land and Crown land. The check map included reserves similar to those in the first survey map. Nothing appears to have been done to check the anomaly.
- 6.19 On 31 January 1876 Waimamaku owners applied to partition the block suggesting that they believed that they had retained some Waimamaku lands after the sale.

WAIPOUA AND MAUNGANUI BLOCK SURVEY AND SALE

- 6.20 The survey of the Waipoua and Maunganui blocks was hampered by the considerable conflict between Te Roroa chiefs Parore Te Awha and Tiopira Kinaki over boundaries in the vicinity of Maunganui Bluff at Waikara. The Crown stopped the survey at Maunganui in early March 1875 before it was completed in order to avoid conflict between the surveyors and the claimants to Maunganui Bluff.
- 6.21 In early May 1875, a Crown surveyor returned to the area and surveyed the proposed reserves at Manuwetai and Whangaiariki. The plan was sent to the Provincial Surveyor. However, that plan was not forwarded to the Inspector of Surveys for approval and was filed without a reference number that related to the Maunganui block. The map subsequently used in the Native Land Court title determination of the Waipoua and Maunganui blocks was compiled in the Auckland office of the Inspector of Surveys from adjoining surveys. This compiled survey showed the external boundaries of the Maunganui and Waipoua blocks and was considered sufficient to determine title. It did not indicate that any land was to be reserved in the Maunganui block.
- 6.22 The boundaries of the Waipoua No 2 block that Te Roroa intended to retain as papakainga were drawn on the plan of the Waipoua Block used in the determination of title. A small reserve at Koutu had already been reserved in a separate title determination in 1871.
- 6.23 Tension between Tiopira Kinaki and Parore Te Awha over rights and boundaries in the vicinity of Maunganui Bluff resurfaced at the title determination hearing. An attempt to get the groups to reach agreement outside the Court on the Waipoua and Maunganui block boundaries failed. The Court's initial award led to disorder. The Assessor did not support the decision and the Court adjourned to see if the groups could reach a more satisfactory arrangement. An agreement was reached where both chiefs were to be named on the titles of the Waipoua and Maunganui blocks. This agreement formed the basis of the final decision.
- 6.24 The group associated with Tiopira Kinaki was awarded the 12,200 acre reserve, Waipoua No 2. Parore Te Awha was also to pay Tiopira Kinaki £100 which was understood to be in recognition of the rights of Tiopira Kinaki in the Waimata block.

TE ROROA DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

- 6.25 Tiopira Kinaki agreed to sell his interests in the Waipoua and Maunganui lands to the Crown in early February 1876. The Crown did not know at that stage whether Parore Te Awha would sell his interests in the blocks. Negotiations with Parore Te Awha took several days. Parore Te Awha negotiated the exclusion of 250 acres of land beside Lake Taharoa in the Maunganui block and payment of a further £500 as conditions of sale of the blocks.
- 6.26 The map used in the Crown's purchase of the Maunganui block did not show that the owners wanted to retain any land other than Taharoa. There is no direct evidence as to why Manuwhetai and Whangaiariki were not included in the map. The survey of the Maunganui block was subsequently the source of disagreement between sellers and purchasers as to what had been intended to be reserved and sold.
- 6.27 Tiopira Kinaki was aggrieved by the concessions made to Parore Te Awha in the sale negotiations and protested to the Crown. Auckland Provincial Superintendent, Sir George Grey, ordered an inquiry into the claim. The short inquiry did not uphold his claims and found that Tiopira Kinaki "had received his due payment".

NGA AURERETANGA (CONTINUOUS CRYING)-TE ROROA PROTEST

- 6.28 By the end of 1876 the Crown had purchased 87,638 acres of the total of slightly more than 100,000 acres in the Waimamaku, Waipoua and Maunganui blocks. The remaining 12,625 acres were reserved. Te Roroa individuals also retained shares in other blocks within their wider rohe. The Crown had already purchased land in other blocks where Te Roroa had interests. These included Whakahara, Tokatoka, Arapohue and Wairau South blocks.
- 6.29 The only reserves that were confirmed at the time of the 1876 sales were Waipoua No 2 (12,220 acres) and Koutu (4 acres) in the Waipoua block; the Wairau wahi tapu reserve (171 acres) on the Wairau South block, and the Taharoa reserve (250 acre) in the Maunganui block.
- 6.30 There was considerable confusion between Te Roroa and Crown officials after 1876 about the status of the lands Te Roroa had initially marked as reserves on survey maps.
- 6.31 Te Roroa began petitioning the Crown from the late 1870s over the failure to provide appropriate reserves. They continued to draw attention to their claims culminating in the Treaty of Waitangi claims and settlement process.

Waimamaku

- 6.32 When the Waimamaku block was surveyed for subdivision in 1887 Te Roroa wrote letters, petitioned Parliament and made personal representations seeking recognition of Kaharau and Te Taraire reserves as well as other smaller wahi tapu. In 1894 the Native Affairs Committee of the House of Representatives recommended a royal commission be appointed to examine issues associated with Kaharau and other reserves in the Waimamaku block. The government did not accept the recommendation.
- 6.33 In 1902 government officials were informed of the discovery of burial caves at Kohekohe on land that would have been part of the Kaharau reserve. At a meeting at Rawene called to discuss the discovery of the taonga the local Resident Magistrate encouraged those present to let the Native Minister, James Carroll, hold upon trust the koiwi and wakakoiwi in the Auckland Museum. At the same time they requested that a portion of Kaharau "which has been taken in mistake" be returned to them.

TE ROROA DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

- 6.34 Te Roroa further petitioned the Crown in 1907. The petition was referred to the government for favourable consideration by the Native Affairs Committee of the House of Representatives but no action was taken. There was another petition in 1925 and finally a fourth petition in 1930, after which the Chief Judge of the Native Land Court directed Judge Acheson of the Native Land Court to hold an inquiry.
- 6.35 The Acheson inquiry found in favour of the Te Roroa petition and recommended the return of the urupa and any section of Kaharau that remained in Crown ownership. The Chief Judge of the Native Land Court did not support the inquiry finding. He noted that the land in question was no longer Crown owned land and that local Maori would be averse to paying compensation to the landholder.
- 6.36 Te Roroa petitioned again in 1933 but the petitioners were informed that the land remained in private ownership.

Maunganui

- 6.37 Te Roroa remained on lands on the Maunganui block at Whangaiariki and Manuwetai after 1876 and began to protest in 1899 when land development started to impact on traditional use of these places.
- 6.38 Manuwetai and Whangaiariki continued to be described as reserves by Te Roroa. Some Lands and Survey maps depicted the land as retained in Maori ownership.
- 6.39 Between 1903 and 1912 Te Roroa approached Maori Members of Parliament Hone Heke, Te Rangi Hiroa, Tau Henare, as well as local Member of Parliament, Gordon Coates, but had no success. Those Te Roroa who lived on the disputed land were not aware that it had been sold by the Crown in 1914 and protested when in 1928 and 1930 the landowner attempted to remove them from their homes.
- 6.40 In 1931, 1934 and 1936 Te Roroa made applications to the Native Land Court to have title to Manuwetai and Whangaiariki reserves determined. The applications were dismissed because they related to private land.
- 6.41 In 1939 the Chief Judge of the Native Land Court directed Judge Acheson to inquire into the provision of reserves in the Maunganui block. Judge Acheson strongly recommended the return to Te Roroa of those areas surveyed out of the original block that were alienated to the Crown in the 1876 deed. The Chief Judge did not support the inquiry finding when he referred it to the Minister, but suggested that it might be possible to conclude an arrangement where any burial place might be reserved and perhaps permit Maori to exhume and re-inter any human remains.
- 6.42 During the 1940s Te Roroa protested at the creation of the beach settlement within Manuwetai and there was a further unsuccessful attempt to seek a Native Land Court determination of Maori freehold title to Manuwetai and Whangaiariki. A kaitiaki (guardians) group for Manuwetai and Whangaiariki was established in 1954 to maintain the protest. Intensified protest in the 1970s coincided with the wider Maori cultural revival when Te Roroa kaumatua made a call for the issues surrounding the failure to provide reserves to be reopened. In 1978 a Maunganui Reserves Trust Committee was established to progress these claims. This committee sought and gained the support of prominent Maori and repeatedly approached the Crown. Finally after extensive unsuccessful petitioning and lobbying in the mid-1980s Te Roroa laid a claim for the reserves before the Waitangi Tribunal in 1988.

TE ROROA DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

Waipoua No 2

- 6.43 The cost of surveying Waipoua No 2 in 1876 was £62 13s 4d. It is unclear whether the owners were aware of this charge or that a lien had been placed over the block. The lien was not paid and over the following years attracted an interest charge of 5% per annum. The Waipoua No 2 block was subsequently partitioned. The lien was called in in 1906 and the charge was divided between the blocks. One block Waipoua 2B2 still had an outstanding lien and 95 acres of that block was taken in lieu of payment. While this was the only time that the Crown took land in lieu of payment there is evidence that Te Roroa found it difficult to meet survey costs arising from subsequent Native Land Court partitions.
- 6.44 All the reserves established by Crown grant or held under a memorial of ownership, were vested in named individuals with no formal trustee role. Ten such individuals were named on the title of the Waipoua No 2 block. The Court made the Waipoua No 2 land inalienable for 21 years. Owners began to sell the land to private interests just prior to the First World War after the restriction on alienation had lapsed.
- 6.45 A Royal Commission in 1913 recommended that the Waipoua State Forest be put under 'systematic management' and policy was developed to acquire lands around the Waipoua Forest. In 1917 the Crown issued a proclamation (which was not lifted until 1972) prohibiting the sale of any of the Waipoua No 2 lands to anyone but the Crown. The Waipoua No 2 lands were in the shadow of the Waipoua Forest which at that time was reserved for production forestry. Between 1921 and 1928 the Crown purchased more than half the Waipoua No 2 lands from individual owners.
- 6.46 In the early 1930s Te Roroa who retained interests in Waipoua No 2 blocks where the Crown had purchased interests sought to have their lands partitioned. The Te Roroa owners could not come to any agreement with the State Forest Service that administered the Crown's interests in the Waipoua No 2 blocks as to how this could be done. In 1936 the Crown sought partition. However the Court did not make a partition order because the land owners from three blocks had petitioned Parliament. The Te Roroa petitioners claimed that the valuation process used during the partition of two blocks was unfair and that the Crown had ignored a gift of land from a mother to her daughters when purchasing owner interests. An inquiry was established to investigate the claims but did not proceed following an agreement between the parties. That agreement was given effect to by proclamation in early 1946. The terms of the agreement were the subject of claims to the Waitangi Tribunal inquiry.
- 6.47 By the end of the Second World War the Crown had purchased a further 4,734 acres and by 1973 only 691 acres of Waipoua No 2 remained as Maori freehold land. Te Roroa also retained as Maori freehold land the 4 acres of the Koutu Reserve, and the Wairau wahi tapu (171 acres) in the Waipoua, Wairau, Waimamaku No 2, and Maunganui blocks.
- 6.48 There is no evidence that the Crown investigated the wider circumstances surrounding the reservation of Waipoua No 2 or the overall land holding of Te Roroa at any time during the purchase of the Waipoua No 2 land.

ALIENATION OF WAHI TAPU AND TAONGA

- 6.49 As a consequence of the early Maori settlement of the area there are a vast number of wahi tapu sites in the rohe of Te Roroa. Many of their tapu sites passed out of Te Roroa control in the land alienation process starting in 1875. Sacred burial sites were desecrated and looted while koiwi (human remains) as well as taonga (artifacts) were sold or added to

TE ROROA DEED OF SETTLEMENT

6: HISTORICAL ACCOUNT

museum collections. Particular examples of desecration occurred at Aratapu (Te Kopuru) in the late 1860s and Kohekohe in 1902. Taonga were also likely to have been taken from the Piwakawaka caves around the turn of the twentieth century. These desecrations caused ongoing distress to Te Roroa. Te Roroa have attempted to protect remaining sites and have had to rebury koiwi. Te Roroa remain protective over wahi tapu on land throughout the rohe. While legislation passed in 1901 restricted the export of Maori moveable taonga this did not provide protection for wahi tapu, and taonga within New Zealand. It was not until the passing of New Zealand Historic Places Amendment Act 1975 that there was any formal protection for archaeological sites.

- 6.50 In 1988 some of the taonga sacred to the people of Waimamaku - the koiwi taken from their lands early in the twentieth century - were returned to them from the Auckland Institute and Museum for reburial.
- 6.51 The taonga collected from the Kohekohe caves in 1902 continued to be held by the museum. At a ceremony in 1987 the Minister of Maori Affairs offered to hand back to local Maori the trust that his predecessor had accepted in 1902 in relation to the taonga including what he described as his right as donor to discuss the taonga with the Auckland Museum. To date no formal steps have been effected.

7: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN

CROWN ACKNOWLEDGEMENTS

- 7.1 The Crown acknowledges that Te Roroa have sought redress on a wide range of issues since 1861 and that the Crown has failed to deal with the grievances of Te Roroa in an appropriate way. Recognition of these grievances is long overdue.
- 7.2 The Crown acknowledges that the process used to determine the amount of reparation for the plunder of a store, which led to the cession of land at Te Kopuru, as punishment for the plunder was prejudicial to Te Roroa. The Crown acknowledges that its actions caused the alienation of land in which Te Roroa had interests, that the Crown failed to consider those interests, and that this was a breach of the Treaty of Waitangi and its principles.
- 7.3 The Crown acknowledges that when it purchased a large amount of land from Te Roroa in 1876 the Crown failed to instigate and follow clear procedures to identify and exclude from sale all the lands Te Roroa indicated to surveyors they wished to retain. This failure to implement proper processes was a breach of the Treaty of Waitangi and its principles.
- 7.4 The Crown acknowledges that the awarding of land to individual Te Roroa rather than to iwi or hapu, made those lands susceptible to partition, fragmentation and alienation. The Crown acknowledges that the operation and impact of the native land laws and the Crown's continued acquisition of the lands that Te Roroa had retained had a prejudicial effect on those Te Roroa who wished to retain their lands and was a breach of the Treaty of Waitangi and its principles.
- 7.5 The Crown acknowledges that the cumulative effect of the Crown's actions and omissions has left Te Roroa virtually landless. The alienation of Te Roroa from their lands has also hindered their economic, social and cultural development. The Crown acknowledges that its failure to ensure that Te Roroa retained sufficient land for their present and future needs was a breach of the Treaty of Waitangi and its principles.
- 7.6 The Crown acknowledges that the separation of Te Roroa from their wahi tapu and taonga has been a source of great spiritual and emotional pain for Te Roroa. The Crown acknowledges that nga aureretanga o Te Roroa (the continuous crying of Te Roroa) is a result of this separation. The sense of grief and loss suffered by Te Roroa remains today.

CROWN APOLOGY

- 7.7 The Crown profoundly regrets its breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles as detailed above and seeks to atone for those breaches.

8: RELATIONSHIP REDRESS

PROTOCOLS

DOC Protocol

- 8.1 The Minister of Conservation must issue to the Governance Entity, by or on the Settlement Date, a Protocol that:
- 8.1.1 sets out how the Department of Conservation will interact with the Governance Entity in relation to the matters specified in that Protocol; and
 - 8.1.2 is as set out in Part 1 of the Relationship Redress Schedule.
- 8.2 The Settlement Legislation will provide that:
- 8.2.1 a summary of the terms of the DOC Protocol must be noted in the Conservation Documents that affect the DOC Protocol Area;
 - 8.2.2 the noting of the DOC Protocol:
 - (a) is for the purpose of public notice only; and
 - (b) is not an amendment to a Conservation Document for the purposes of section 171 of the Conservation Act or section 46 of the National Parks Act; and
 - 8.2.3 the DOC Protocol does not grant, create or provide evidence of an estate or interest in, or rights relating to, land held, managed or administered, or flora or fauna managed or administered, under the Conservation Legislation.

Fisheries Protocol

- (8.3 The Minister of Fisheries must issue to the Governance Entity, by or on the Settlement Date, a Protocol that:
- 8.3.1 sets out how the Ministry of Fisheries will interact with the Governance Entity in relation to the matters specified in that Protocol; and
 - 8.3.2 is as set out in Part 1 of the Relationship Redress Schedule.
- 8.4 The Settlement Legislation will provide that:
- 8.4.1 a summary of the terms of the Fisheries Protocol must be noted in fisheries plans (as provided for in section 11A of the Fisheries Act) that affect the Fisheries Protocol Area;
 - 8.4.2 the noting of the Fisheries Protocol:
 - (a) is for the purposes of public notice only; and

TE ROROA DEED OF SETTLEMENT

8: RELATIONSHIP REDRESS

(b) is not an amendment to a fisheries plan for the purposes of section 11A of the Fisheries Act; and

8.4.3 the Fisheries Protocol does not grant, create or provide evidence of an estate or interest in, or rights relating to, assets or other property rights held, managed or administered under the Fisheries Legislation.

MED Protocol

8.5 The Minister of Energy must issue to the Governance Entity, by or on the Settlement Date, a Protocol that:

8.5.1 sets out how the Ministry of Economic Development will consult with the Governance Entity in relation to the matters specified in that Protocol; and

8.5.2 is as set out in Part 1 of the Relationship Redress Schedule.

8.6 The Settlement Legislation will provide that:

8.6.1 a summary of the terms of the MED Protocol must be noted in a register of protocols maintained by the Chief Executive of the Ministry of Economic Development and in minerals programmes (as defined in section 2(1) of the Crown Minerals Act) that affect the MED Protocol Area when those programmes are replaced;

8.6.2 the noting of the MED Protocol in a minerals programme:

(a) is for the purpose of public notice only; and

(b) is not an amendment to the minerals programme for the purposes of the Crown Minerals Act; and

8.6.3 the MED Protocol does not grant, create or provide evidence of an estate or interest in, or rights relating to, any Crown Owned Mineral.

Antiquities Protocol

8.7 The Minister for Arts, Culture and Heritage must issue to the Governance Entity, by or on the Settlement Date, a Protocol that:

8.7.1 sets out how the Chief Executive of the Ministry for Culture and Heritage will interact with the Governance Entity in relation to the matters specified in that Protocol; and

8.7.2 is as set out in Part 1 of the Relationship Redress Schedule.

8.8 The Settlement Legislation will provide that the Antiquities Protocol does not grant, create or provide evidence of an estate or interest in, or rights relating to, Taonga (being artifacts within the meaning of section 2 of the Antiquities Act).

8: RELATIONSHIP REDRESS

PROVISIONS RELATING TO PROTOCOLS

The Settlement Legislation in relation to Protocols

8.9 The Settlement Legislation will provide that:

Authority to issue, amend or cancel Protocols

8.9.1 the responsible Minister may issue a Protocol as set out in Part 1 of the Relationship Redress Schedule and may amend or cancel that Protocol;

8.9.2 a Protocol may be amended or cancelled at the initiative of:

(a) the Governance Entity; or

(b) the responsible Minister;

8.9.3 the responsible Minister may amend or cancel the Protocol only after consulting with, and having particular regard to the views of, the Governance Entity;

Protocols subject to rights and obligations

8.9.4 the Protocols do not restrict:

(a) the ability of the Crown, in accordance with the law and government policy, to perform its functions and duties and exercise its powers, including its power to introduce legislation and change government policy;

(b) the responsibilities of the responsible Minister or relevant Department; or

(c) the legal rights of Te Roroa or a Representative Entity;

Enforcement of Protocols

8.9.5 the Crown must comply with a Protocol while it is in force;

8.9.6 if the Crown fails, without good cause, to comply with a Protocol, the Governance Entity may, subject to the Crown Proceedings Act, enforce the Protocol, but may not recover damages or any form of monetary compensation from the Crown (other than costs related to the bringing of the enforcement proceedings awarded by a Court); and

8.9.7 clauses 8.9.5 and 8.9.6 do not apply to any guidelines developed in relation to a Protocol.

Breach of Protocols is not breach of this Deed

8.10 A failure by the Crown to comply with a Protocol is not a breach of this Deed.



TE ROROA DEED OF SETTLEMENT

8: RELATIONSHIP REDRESS

Acknowledgements

8.11 The Parties acknowledge and agree:

8.11.1 the DOC Protocol is consistent with section 4 of the Conservation Act;

8.11.2 the MED Protocol is consistent with section 4 of the Crown Minerals Act; and

8.11.3 the Protocols do not restrict the ability of the Crown to interact or consult with (or issue a protocol to) any person including any iwi, hapu, marae, whanau, or representative of tangata whenua.

FISHERIES ADVISORY COMMITTEE

8.12 The Minister of Fisheries must:

8.12.1 appoint the Governance Entity, from the Settlement Date, as an advisory committee (the "**Fisheries Advisory Committee**") under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act;

8.12.2 consider the advice of the Fisheries Advisory Committee on all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry of Fisheries under the Fisheries Act within the Fisheries Protocol Area; and

8.12.3 in considering that advice, recognise and provide for the customary non-commercial interest of Te Roroa in respect of all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed within the Fisheries Protocol Area.

MEETINGS WITH THE MINISTRY FOR THE ENVIRONMENT

8.13 The Parties agree that:

8.13.1 meetings will be held to discuss:

- (a) issues in relation to the application of the Resource Management Act in the Area of Interest
- (b) the performance of local government in the Area of Interest in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions of the Resource Management Act; and
- (c) any other matters that are the responsibility of the Ministry for the Environment;

8.13.2 participants at a meeting are to be:

- (a) officials nominated by the Chief Executive of Ministry for the Environment;

TE ROROA DEED OF SETTLEMENT

8: RELATIONSHIP REDRESS

- (b) representatives nominated by the Governance Entity;
- 8.13.3 each Party will meet the costs and expenses of its representatives attending a meeting;
- 8.13.4 the first meeting must be held within 12 months after Settlement Date, and meetings must be held annually after that.
- 8.14 The Governance Entity and the Chief Executive of the Ministry for the Environment may agree in writing to vary or terminate the provisions of clause 8.13.

TE TAREHU

- 8.15 The Settlement Legislation will provide:

Declaration and acknowledgement

- 8.15.1 the site described in Part 2 of the Relationship Redress Schedule (being part of the area known as Waipoua Forest as shown A on SO 354589) is declared Te Tarehu;
- 8.15.2 an acknowledgement by the Crown of Te Roroa Values in relation to Te Tarehu, the text of which is set out in Part 2 of the Relationship Redress Schedule;

Purposes of Te Tarehu

- 8.15.3 the only purposes of the declaration of the site as Te Tarehu, and of acknowledging Te Roroa Values in relation to the site, are to:
 - (a) require that the New Zealand Conservation Authority, and relevant Conservation Boards, have particular regard to Te Roroa Values and the Protection Principles as provided in clauses 8.15.8 and 8.15.9; and
 - (b) require the New Zealand Conservation Authority to give the Governance Entity an opportunity to make submissions as provided in clause 8.15.10;
 - (c) enable the taking of action under clauses 8.15.11-8.15.20;

- 8.15.4 clause 8.15.3 does not limit clauses 8.15.5-8.15.28;

Agreement on Protection Principles

- 8.15.5 the Governance Entity and the Crown may agree on, and publicise, Protection Principles that are directed at the Minister of Conservation:
 - (a) avoiding harm to Te Roroa Values in relation to Te Tarehu; or
 - (b) avoiding the diminishing of Te Roroa Values in relation to Te Tarehu;
- 8.15.6 the Protection Principles set out in Part 2 of the Relationship Redress Schedule are to be:

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- (a) treated as having been agreed by the Governance Entity and the Crown under clause 8.15.5; and
- (b) notified by the Minister of Conservation in the *Gazette* as soon as practicable after the Settlement Date;

8.15.7 the Governance Entity and the Crown may agree in writing changes to the Protection Principles;

Obligations of New Zealand Conservation Authority and Conservation Boards

8.15.8 when the New Zealand Conservation Authority, or a Conservation Board, considers a Conservation Document or a draft thereof or a proposal or recommendation for a change of status in relation to Te Tarehu it must have particular regard to:

- (a) Te Roroa Values; and
- (b) the Protection Principles;

8.15.9 before approving a Conservation Document or making a proposal or recommendation for a change of status in relation to Te Tarehu, the New Zealand Conservation Authority or a Conservation Board must consult with the Governance Entity and have particular regard to its views as to the effect of the Conservation Document on Te Roroa Values and the Protection Principles;

8.15.10 if the Governance Entity advises the New Zealand Conservation Authority in writing that it has significant concerns about a draft conservation management strategy in relation to Te Tarehu, the New Zealand Conservation Authority must, before approving the conservation management strategy, give the Governance Entity an opportunity to make submissions to it in relation to those significant concerns;

Actions by Director-General

8.15.11 the Director-General must take action in relation to the Protection Principles;

8.15.12 the Director-General:

- (a) has a complete discretion to determine the method and extent of the action to be taken;
- (b) must notify the Governance Entity of the intended action; and
- (c) if requested in writing by the Governance Entity, must not take the action in respect of the Protection Principles to which the request relates;

8.15.13 it is acknowledged and confirmed by the Crown that the actions set out in paragraph 5 of Part 2 of the Relationship Redress Schedule are actions which the

8: RELATIONSHIP REDRESS

Director-General has in his or her discretion determined to take and which will be notified by the Director-General in the *Gazette*;

Amendment of Conservation Documents

8.15.14 the Director-General:

- (a) may initiate an amendment of a Conservation Document to incorporate objectives relating to the Protection Principles (including a recommendation to promulgate regulations or make bylaws); and
- (b) must consult with the relevant Conservation Board before initiating that amendment;

8.15.15 an amendment of a Conservation Document initiated under clause 8.15.14 is an amendment for the purposes of section 171(1) to (3) of the Conservation Act or section 46(1) to (4) of the National Parks Act;

8.15.16 clauses 8.15.14 and 8.15.15 do not limit clause 8.15.12(a);

Regulations

8.15.17 the Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, make regulations for the following purposes:

- (a) providing for the implementation of objectives included in a Conservation Document under clause 8.15.14(a);
- (b) regulating or prohibiting activities or conduct by members of the public in relation to Te Tarehu; and
- (c) specifying offences for breaches of regulations made under clause 8.15.17(b) and providing for the imposition of fines:
 - (i) not exceeding \$5,000 for those offences; and
 - (ii) for a continuing offence, a further amount not exceeding \$50 for every day during which the offence continues;

Bylaws

8.15.18 the Minister of Conservation may make bylaws for the following purposes:

- (a) providing for the implementation of objectives included in a Conservation Document under clause 8.15.14(a); and
- (b) regulating or prohibiting activities or conduct by members of the public in relation to Te Tarehu; and

TE ROROA DEED OF SETTLEMENT

8: RELATIONSHIP REDRESS

- (c) specifying offences for breaches of bylaws made under clause 8.15.18(b) and providing for the imposition of fines:
 - (i) not exceeding \$1,000 for those offences; and
 - (ii) for a continuing offence, a further amount not exceeding \$50 for every day during which the offence continues;

Notification of actions in Gazette

8.15.19 the Minister of Conservation must notify in the *Gazette*:

- (a) the declaration of the site as Te Tarehu; and
- (b) the Protection Principles and any agreed changes to them;

8.15.20 the Director-General:

- (a) may notify in the *Gazette* any action taken or intended to be taken under clauses 8.15.11-8.15.17 (including the actions set out in paragraph 5 of Part 2 of the Relationship Redress Schedule); and
- (b) must notify in the *Gazette* any action taken or intended to be taken under clause 8.15.18;

Noting of Te Tarehu in Conservation Documents

8.15.21 the declaration of the site as Te Tarehu must be noted in Conservation Documents affecting Te Tarehu;

8.15.22 the noting of Te Tarehu in Conservation Documents under clause 8.15.21:

- (a) is for the purpose of public notice only; and
- (b) is not an amendment to a Conservation Document for the purposes of section 171 of the Conservation Act or section 46 of the National Parks Act;

Existing classification of Te Tarehu

8.15.23 the purpose or classification of an area as a national park, conservation area or reserve is not affected by the fact that the area is, or is within, Te Tarehu;

Termination of Te Tarehu

8.15.24 the Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, declare that all or part of Te Tarehu is no longer Te Tarehu;

8.15.25 the Minister of Conservation must not make a recommendation under clause 8.15.24 unless:

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- (a) the Governance Entity and the Minister of Conservation have agreed in writing that the Te Tarehu status is no longer appropriate for the area concerned;
- (b) the area concerned is disposed of by the Crown; or
- (c) the responsibility for managing the area concerned is transferred to a different Minister or Department;

8.15.26 if clause 8.15.25(b) or (c) applies, or there is a change in the statutory management regime that applies to all or part of Te Tarehu, the Crown must take reasonable steps to ensure the Governance Entity continues to have input into the management of Te Tarehu, or the area concerned, through negotiation with the Governance Entity by:

- (a) the Minister responsible for the new statutory management regime;
- (b) the Commissioner of Crown Lands; or
- (c) another responsible official;

General provisions

8.15.27 the declaration of the site as Te Tarehu and the Crown's acknowledgement of Te Roroa Values do not (except as expressly provided in clauses 8.15.1-8.15.26):

- (a) affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;
- (b) affect the lawful rights or interests of any person; or
- (c) grant, create or provide evidence of an estate or interest in, or rights relating to, Te Tarehu; and

8.15.28 except as expressly provided in clauses 8.15.1-8.15.26, a person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to Te Roroa Values than the person would give if they were not referred to by the Settlement Legislation.

Acknowledgement in relation to Te Tarehu

8.16 It is acknowledged and confirmed by the Parties, that a declaration under clause 8.15.24 that all or part of Te Tarehu is no longer Te Tarehu does not affect the significance to Te Roroa of the affected area.

STATUTORY ACKNOWLEDGEMENT

8.17 The Settlement Legislation will provide:

8: RELATIONSHIP REDRESS

Provision of Statutory Acknowledgement

- 8.17.1 a Statutory Acknowledgement which will comprise:
- (a) the descriptions of the Statutory Areas set out in Part 3 of the Relationship Redress Schedule (being:
 - (i) the Arai-te-Uru Recreation Reserve; and
 - (ii) the Tokatoka Scenic Reserve);
 - (b) an acknowledgement by the Crown of the statements (the "**Statements of Association**") by Te Roroa of its cultural, spiritual, historical, and traditional association with those Statutory Areas, the texts of which are set out in Part 3 of the Relationship Redress Schedule;
 - (c) the other matters required by this Deed;

Interpretation

- 8.17.2 for the purposes of clauses 8.17.2-8.17.16:
- (a) "**Consent Authority**" has the meaning set out in section 2(1) of the Resource Management Act; and
 - (b) "**Relevant Consent Authority**" means a Consent Authority of a region or district that contains, or is adjacent to, a Statutory Area;
- 8.17.3 the only purposes of the Statutory Acknowledgement are as provided in clauses 8.17.4-8.17.16;

Relevant Consent Authorities and Environment Court to have regard to the Statutory Acknowledgement

- 8.17.4 from the Effective Date, and without limiting its obligations under the Resource Management Act:
- (a) a Relevant Consent Authority must have regard to the Statutory Acknowledgement relating to a Statutory Area in forming an opinion in accordance with sections 93 to 94C of the Resource Management Act as to whether the Governance Entity is a person who may be adversely affected by the granting of a Resource Consent for activities within, adjacent to, or impacting directly on the Statutory Area; and
 - (b) the Environment Court must have regard to the Statutory Acknowledgement relating to a Statutory Area in determining, under section 274 of the Resource Management Act, whether the Governance Entity is a person having an interest greater than the public generally in proceedings in respect of an application for a Resource Consent for activities within, adjacent to, or impacting directly on a Statutory Area;

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8: RELATIONSHIP REDRESS

New Zealand Historic Places Trust and Environment Court to have regard to the Statutory Acknowledgement

8.17.5 from the Effective Date, the New Zealand Historic Places Trust and the Environment Court must have regard to the Statutory Acknowledgement relating to a Statutory Area:

- (a) in forming an opinion under section 14(6)(a) of the Historic Places Act; or
- (b) for the purpose of section 20(1) of the Historic Places Act;

as to whether the Governance Entity is (or, for the purposes of section 14(6)(a), may be) a person directly affected in relation to an archaeological site (as defined in section 2 of that Act) within the Statutory Area;

Recording of Statutory Acknowledgement on Statutory Plans

8.17.6 from the Effective Date, Relevant Consent Authorities must attach to all Statutory Plans that wholly or partially cover a Statutory Area information recording the Statutory Acknowledgement in relation to that Statutory Area;

8.17.7 the attachment of information to a Statutory Plan under clause 8.17.6:

- (a) must include the relevant provisions of the Settlement Legislation in full, the description of the Statutory Area, and the Statement of Association; and
- (b) is for the purposes of public notice only and the information is not:
 - (i) part of the Statutory Plan (unless adopted by the Relevant Consent Authority); or
 - (ii) subject to the provisions of the First Schedule to the Resource Management Act;

Distribution of resource consent applications to the Governance Entity

8.17.8 a Relevant Consent Authority must, for a period of 20 years from the Effective Date, forward to the Governance Entity a summary of applications for Resource Consents for activities within, adjacent to, or impacting directly on a Statutory Area;

8.17.9 the information provided under clause 8.17.8 must be:

- (a) the same as would be given under section 93 of the Resource Management Act to persons who may be adversely affected, or as may be agreed between the Governance Entity and the Relevant Consent Authority from time to time; and
- (b) forwarded as soon as reasonably practicable after the application is received and before a determination is made in accordance with sections 93 to 94C of the Resource Management Act;

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8.17.10 the Governance Entity may, by notice in writing to a Relevant Consent Authority:

- (a) waive its rights under clause 8.17.8 and/or clause 8.17.9; and
- (b) state the scope of the waiver and the period it applies for;

8.17.11 clause 8.17.8-8.17.10 do not affect:

- (a) the obligation of a Relevant Consent Authority to notify an application in accordance with sections 93 to 94C of the Resource Management Act; or
- (b) the obligation of a Relevant Consent Authority to form an opinion as to whether the Governance Entity is a person who may be adversely affected under those sections;

Use of Statutory Acknowledgement with submissions

8.17.12 the Governance Entity, or a Member of Te Roroa, may cite the Statutory Acknowledgement as evidence of the association of Te Roroa with a Statutory Area, in submissions to, and proceedings before, a Relevant Consent Authority, the Environment Court, or the New Zealand Historic Places Trust concerning activities within, adjacent to, or impacting directly on the Statutory Area;

Content of Statement of Association not binding

8.17.13 the content of a Statement of Association is not, by virtue of the Statutory Acknowledgement, binding as deemed fact on a Relevant Consent Authority, the Environment Court, the New Zealand Historic Places Trust, parties to proceedings before those bodies, or any other person able to participate in those proceedings, but the content of a Statement of Association may be taken into account by them;

Other association with a Statutory Area may be stated

8.17.14 neither the Governance Entity, nor a Member of Te Roroa, is precluded by this Part from stating that Te Roroa has an association with a Statutory Area that is not described in the Statutory Acknowledgement, and the content and existence of the Statutory Acknowledgement do not limit any such statement;

General provisions

8.17.15 the Statutory Acknowledgement does not (except as expressly provided in clauses 8.17.1-8.17.14):

- (a) affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;
- (b) affect the lawful rights or interests of any person; or
- (c) grant, create or provide evidence of an estate or interest in, or rights relating to, a Statutory Area; and

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8.17.16 except as expressly provided in clause 8.17.1-8.17.14, a person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to a Statement of Association than the person would give if the Statement of Association was not referred to by the Settlement Legislation.

Amendment to the Resource Management Act

8.18 The Settlement Legislation will amend Schedule 11 of the Resource Management Act by inserting the short title to the Settlement Legislation in that schedule.

DEEDS OF RECOGNITION

Crown to provide Deeds of Recognition

8.19 The Crown must, by or on the Settlement Date, provide the Governance Entity with two copies of:

8.19.1 a Deed of Recognition signed by the Minister of Conservation on the terms and conditions set out in Part 4 of the Relationship Redress Schedule in respect of those parts of the Arai-Te-Uru Recreation Reserve Statutory Area that are owned and managed by the Crown; and

8.19.2 a Deed of Recognition signed by the Minister of Conservation on the terms and conditions set out in Part 4 of the Relationship Redress Schedule in respect of those parts of the Tokatoka Scenic Reserve Statutory Area that are owned and managed by the Crown.

Signing and return of Deeds of Recognition by the Governance Entity

8.20 The Governance Entity must:

8.20.1 sign both copies of each Deed of Recognition provided to it by the Crown under clause 8.19; and

8.20.2 return one signed copy of each Deed of Recognition to the Crown by no later than 10 Business Days after the Settlement Date.

Deeds of Recognition requires consultation with Governance Entity

8.21 A Deed of Recognition must provide that the Minister of Conservation must, if undertaking the activities specified in that deed in relation to or within a Statutory Area to which the deed applies, consult and have regard to the views of the Governance Entity concerning the association of Te Roroa with that Statutory Area as described in the relevant Statement of Association.

Termination of Deeds of Recognition

8.22 A Deed of Recognition terminates in respect of a Statutory Area (or part of it) if:



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8: RELATIONSHIP REDRESS

- 8.22.1 the Governance Entity and the Minister of Conservation agree in writing that the Deed of Recognition is no longer appropriate for the area concerned;
- 8.22.2 the area concerned is disposed of by the Crown; or
- 8.22.3 the Minister of Conservation ceases to be responsible for the activities specified in the Deed of Recognition in relation to or within the area concerned and they are transferred to another person or official within the Crown.
- 8.23 If a Deed of Recognition terminates in relation to an area under clause 8.22.3, the Crown will take reasonable steps to ensure that the Governance Entity continues to have input into the relevant activities in relation to or within the area concerned as provided in clause 8.21, through negotiation with the new person or official within the Crown that is responsible for those activities.

PURPOSE OF CERTAIN RELATIONSHIP REDRESS

- 8.24 The Parties acknowledge that the Protocols, the Fisheries Advisory Committee and the Deeds of Recognition:
- 8.24.1 are to assist the Governance Entity to be consulted about, or provide input into, certain decision-making processes of relevant Departments; but
- 8.24.2 do not override or diminish:
- (a) the requirements of legislation;
 - (b) the functions, duties, and powers of Ministers, officials and others under legislation; or
 - (c) the rights of Te Roroa, or a Representative Entity, under legislation.

CROWN'S ABILITY TO PROVIDE OTHER RELATIONSHIP REDRESS

- 8.25 The Parties acknowledge that the provision of Relationship Redress (including the Protocols, the Fisheries Advisory Committee, the Statutory Acknowledgement and the Deeds of Recognition) does not prevent the Crown from doing anything that is consistent with that Relationship Redress including:
- 8.25.1 providing the same or similar redress to a person other than Te Roroa or the Governance Entity; or
- 8.25.2 disposing of land.
- 8.26 Clause 8.25 is not an acknowledgement by Te Roroa or the Crown that any other iwi or group has interests in relation to land or an area to which any Relationship Redress relates.

9: CULTURAL REDRESS PROPERTIES

9.1 The Settlement Legislation will provide that:

Interpretation

9.1.1 each of the following sites (being the Cultural Redress Properties) means the land described by that term in Part 1 of Schedule 2:

Vested Cultural Redress Properties

- (a) Kaiparaheka;
- (b) Wairau;
- (c) Kawerua;
- (d) Haohaonui;
- (e) Waingata;
- (f) Te Riu;
- (g) Muriwai;
- (h) Papatia and Te Kopae;
- (i) Te Taiawa;
- (j) Puketurehu;
- (k) Maunganui Bluff;
- (l) Manuwhetai;
- (m) Puketapu/Whangaiariki;
- (n) Ureti;
- (o) Former Works Depot, Waimamaku;

Waipoua Forest Cultural Redress Properties

- (p) Waiotane;
- (q) Huaki;
- (r) River Road;

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9: CULTURAL REDRESS PROPERTIES

- (s) Tekateka;
- (t) Pukenuiorongo;
- (u) Oneroa;
- (v) Northern Contiguous Area;
- (w) Southern Contiguous Area; and
- (x) Whangamoia;

9.1.2 **Vested Cultural Redress Property** means a Cultural Redress Property referred to in clauses 9.1.1(a)-(o) and the Vested Cultural Redress Properties are to be vested in the Governance Entity under clauses 9.1.4-9.1.60;

9.1.3 **Waipoua Forest Cultural Redress Property** means a Cultural Redress Property referred to in clauses 9.1.1(p)-(x) and the Waipoua Forest Cultural Redress Properties are to be transferred to the Governance Entity under clauses 9.2 and 9.3. (The Waipoua Forest Cultural Redress Properties are the areas shown in green on SO 354588);

Kaiparaheka

9.1.4 the reservation of Kaiparaheka, as a scenic reserve named Wai-o-te-Marama subject to section 19 of the Reserves Act, is revoked;

9.1.5 the fee simple estate in Kaiparaheka vests in the Governance Entity on the Settlement Date;

Wairau

9.1.6 that part of Wairau which is conservation park under section 61 of the Conservation Act ceases to be a conservation park;

9.1.7 that part of Wairau which is conservation area under section 62 of the Conservation Act ceases to be a conservation area;

9.1.8 the fee simple estate in Wairau vests in the Governance Entity on the Settlement Date;

Kawerua

9.1.9 the road between points "X" and "Y" as shown on SO 354569 is stopped;

9.1.10 the stopped road above the mark of mean high water springs of the sea:

- (a) is vested in the Crown as a conservation area on the Settlement Date; and
- (b) forms part of Kawerua;

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9: CULTURAL REDRESS PROPERTIES

- 9.1.11 to avoid doubt, section 345(3) of the Local Government Act 1974 does not apply to the stopping of the road;
- 9.1.12 Kawerua ceases to be a conservation area under section 62 of the Conservation Act;
- 9.1.13 the fee simple estate in Kawerua (including the stopped road that has been vested in the Crown under clause 9.1.10) vests in the Governance Entity on the Settlement Date;
- 9.1.14 clauses 9.1.9-9.1.13 are subject to the Governance Entity providing to the Crown by or on the Settlement Date:
- (a) a registrable covenant in relation to Kawerua (the "**Kawerua Covenant**"):
 - (i) for the preservation of the coastal landscape values of that site; and
 - (ii) as set out in Part 2 of Schedule 2; and
 - (b) registrable right of way easements in gross in relation to Kawerua on the terms and conditions set out in Part 2 of Schedule 9:
 - (i) to the Minister of Conservation over those parts of Kawerua as shown marked N on DP 155132 and "Extension of ROW to coast and road" as shown on SO 354569 (subject to survey); and
 - (ii) to the Minister of Fisheries over those parts of Kawerua as shown marked N on DP 155132 and "Extension of ROW to coast and road" as shown on SO 354569 (subject to survey); and
 - (c) a registrable easement in gross in relation to Kawerua on the terms and conditions set out in Part 4 of Schedule 9 to the Minister of Conservation providing a 3 metre wide foot access right of way as shown on SO 354569 from the coastline abutting the southern boundary of the Koutu Block around the boundaries of the Koutu Block to the coastline on the northern boundary of the block (subject to survey);
- 9.1.15 the Kawerua Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act;
- 9.1.16 in clauses 9.1.16-9.1.19, unless the context requires otherwise:
- (a) the "**Kawerua owner**" means the Governance Entity and a successor in title to all or any of Kawerua;
 - (b) the "**landlocked land**" means Koutu Block, being land that is landlocked by Kawerua;
 - (c) the "**permitted persons**" means:
 - (i) the owners of any of the landlocked land; and

TE ROROA DEED OF SETTLEMENT

9: CULTURAL REDRESS PROPERTIES

(ii) any person authorised by an owner of the landlocked land to have access to that landlocked land for any lawful purpose consistent with its status; and

(d) the "**right of access**" means the right of access across Kawerua to the landlocked land granted to permitted persons by clauses 9.1.16-9.1.19;

9.1.17 the Kawerua owner, and any person having the benefit of an Encumbrance in relation to Kawerua, must permit the permitted persons to have access across Kawerua to the landlocked land;

9.1.18 the right of access must be exercised by vehicle or by foot over a reasonably convenient route specified by the Kawerua owner;

9.1.19 clauses 9.1.16-9.1.18 do not limit any legal rights the permitted persons may have in relation to access to the landlocked land;

Haohaonui

9.1.20 Haohaonui ceases to be a conservation area under section 62 of the Conservation Act;

9.1.21 the dedication by *Gazette* 1984 page 1238 of Haohaonui for geological, archaeological, historical and cultural purposes is revoked;

9.1.22 the fee simple estate in Haohaonui vests in the Governance Entity on the Settlement Date;

Waingata

9.1.23 Waingata ceases to be a conservation area under section 62 of the Conservation Act;

9.1.24 the fee simple estate in Waingata vests in the Governance Entity on the Settlement Date;

9.1.25 clauses 9.1.23 and 9.1.24 are subject to the Governance Entity providing to the Crown by or on the Settlement Date a registrable covenant in relation to Waingata (the "**Waingata Covenant**");

(a) for the preservation of the conservation values of that site; and

(b) as set out in Part 2 of Schedule 2;

9.1.26 the Waingata Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act;



TE ROROA DEED OF SETTLEMENT

9: CULTURAL REDRESS PROPERTIES

Te Riu

- 9.1.27 Te Riu ceases to be a conservation area under section 62 of the Conservation Act;
- 9.1.28 the fee simple estate in Te Riu vests in the Governance Entity on the Settlement Date;
- 9.1.29 clauses 9.1.27 and 9.1.28 are subject to the Governance Entity providing to the Crown by or on the Settlement Date a registrable covenant in relation to Te Riu (the "**Te Riu Covenant**"):
- (a) for the preservation of the conservation values of that site; and
 - (b) as set out in Part 2 of Schedule 2;
- 9.1.30 the Te Riu Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act;

Muriwai

- 9.1.31 Muriwai ceases to be a conservation area under section 62 of the Conservation Act;
- 9.1.32 the fee simple estate in Muriwai vests in the Governance Entity on the Settlement Date;
- 9.1.33 clauses 9.1.31 and 9.1.32 are subject to the Governance Entity providing to the Crown by or on the Settlement Date a registrable covenant in relation to Muriwai (the "**Muriwai Covenant**"):
- (a) for the preservation of the conservation values of that site; and
 - (b) as set out in Part 2 of Schedule 2;
- 9.1.34 the Muriwai Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act;

Papatia and Te Kopae

- 9.1.35 Papatia and Te Kopae cease to be conservation areas under section 62 of the Conservation Act;
- 9.1.36 the fee simple estate in Papatia and Te Kopae vests in the Governance Entity on the Settlement Date;
- 9.1.37 clauses 9.1.35 and 9.1.36 are subject to the Governance Entity providing to the Crown by or on the Settlement Date registrable right of way easements in gross on the terms and conditions set out in Part 2 of Schedule 9 over those parts of Papatia and Te Kopae as shown marked J on DP 155132:

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- (a) to the Minister of Conservation;
- (b) to the Minister of Fisheries; and
- (c) to the Minister of Forestry;

Te Taiawa

- 9.1.38 that part of Te Taiawa which is conservation park under section 61 of the Conservation Act ceases to be a conservation park;
- 9.1.39 that part of Te Taiawa which is sanctuary area under section 62(1) of the Conservation Act ceases to be sanctuary area;
- 9.1.40 that part of Te Taiawa which is conservation area under section 62(2) of the Conservation Act ceases to be a conservation area;
- 9.1.41 the fee simple estate in the Te Taiawa vests in the Governance Entity on the Settlement Date;
- 9.1.42 clauses 9.1.38-9.1.41 are subject to the Governance Entity providing to the Crown by or on the Settlement Date a registrable covenant in relation to the Te Taiawa (the "**Te Taiawa Covenant**"):
 - (a) for the preservation of the conservation values of that site; and
 - (b) as set out in Part 2 of Schedule 2;
- 9.1.43 the Te Taiawa Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act and section 27 of the Conservation Act;

Puketurehu

- 9.1.44 that part of Puketurehu which is conservation park under section 61 of the Conservation Act ceases to be a conservation park;
- 9.1.45 that part of Puketurehu which is sanctuary area under section 62(1) of the Conservation Act ceases to be sanctuary area;
- 9.1.46 that part of Puketurehu which is conservation area under section 62(2) of the Conservation Act ceases to be a conservation area;
- 9.1.47 the fee simple estate in Puketurehu vests in the Governance Entity on the Settlement Date;
- 9.1.48 clauses 9.1.44-9.1.47 are subject to the Governance Entity providing to the Crown by or on the Settlement Date:



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9: CULTURAL REDRESS PROPERTIES

- (a) a registrable covenant in relation to Puketurehu (the “**Puketurehu Covenant**”):
 - (i) for the preservation of the conservation values of that site,
 - (ii) for the preservation of public access subject to the restrictions to protect wahi tapu and public safety specified in the covenant; and
 - (iii) as set out in Part 2 of Schedule 2;
- (b) registrable right of way easements in gross on the terms and conditions set out in Part 2 of Schedule 9 over those parts of Puketurehu as shown marked A on DP 155131 (subject to survey):
 - (i) to the Minister of Conservation; and
 - (ii) to the Minister of Fisheries;

9.1.49 the Puketurehu Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act and section 27 of the Conservation Act;

Maunganui Bluff

9.1.50 the reservation of Maunganui Bluff, as a scenic reserve subject to section 19 of the Reserves Act, is revoked;

9.1.51 the fee simple estate in Maunganui Bluff vests in the Governance Entity on the Settlement Date;

9.1.52 clauses 9.1.50 and 9.1.51 are subject to the Governance Entity providing to the Crown by or on the Settlement Date:

- (a) a registrable covenant in relation to Maunganui Bluff (the “**Maunganui Bluff Covenant**”):
 - (i) for the preservation of the conservation values of that site,
 - (ii) for the preservation of public access subject to the restrictions to protect wahi tapu and public safety specified in the covenant and for the maintenance or enhancement of conservation values; and
 - (iii) as set out in Part 2 of Schedule 2; and
- (b) a walkway easement in relation to the Maunganui Bluff under section 8(6) of the New Zealand Walkways Act on the terms and conditions set out Part 5 of Schedule 9;

TE ROROA DEED OF SETTLEMENT

9: CULTURAL REDRESS PROPERTIES

9.1.53 the Maunganui Bluff Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act and section 27 of the Conservation Act;

Manuwhetai

9.1.54 the fee simple estate in Manuwhetai vests in the Governance Entity on the Settlement Date;

Puketapu/Whangaiariki

9.1.55 the fee simple estate in Puketapu/Whangaiariki vests in the Governance Entity on the Settlement Date;

Ureti

9.1.56 Ureti ceases to be a conservation area under section 62 of the Conservation Act;

9.1.57 the fee simple estate in Ureti vests in the Governance Entity on the Settlement Date;

9.1.58 clauses 9.1.56 and 9.1.57 are subject to the Governance Entity providing to the Crown by or on the Settlement Date a registrable covenant in relation to Ureti (the "**Ureti Covenant**"):

(a) for the preservation of the coastal landscape values of for that site; and

(b) for public access to and camping on that site; and

(c) as set out in Part 2 of Schedule 2;

9.1.59 the Ureti Covenant is to be treated as a conservation covenant for the purposes of section 27 of the Conservation Act; and

Former Works Depot, Waimamaku

9.1.60 the fee simple estate in the Former Works Depot, Waimamaku vests in the Governance Entity on the Settlement Date.

Waipoua Forest Cultural Redress Properties

9.2 The Waipoua Forest Cultural Redress Properties are to be transferred by the Crown to the Governance Entity on the Settlement Date.

9.3 The transfer of the Waipoua Forest Cultural Redress Properties by the Crown to the Governance Entity on the Settlement Date under clause 9.2 will be subject to:

9.3.1 the relevant terms and conditions set out in Part 2 of Schedule 5;

TE ROROA DEED OF SETTLEMENT

9: CULTURAL REDRESS PROPERTIES

9.3.2 the Governance Entity providing to the Crown by or on the Settlement Date duly signed conservation covenants, in the forms set out in Part 4 of Schedule 5, for the preservation of the conservation values of Waitotane, Huaki, River Road and Tekateka; and

9.3.3 all Relevant Encumbrances (including the Forestry Right).

Old hotel buildings on Kawerua

9.4 The Crown acknowledges:

9.4.1 the old hotel buildings on Kawerua are in substantial disrepair; and

9.4.2 (unless the Parties enter into a written agreement that provides otherwise and subject to the Historic Places Act or any other relevant legislation) the transfer of Kawerua to the Governance Entity under this Deed is not intended to, and does not, impose any obligation on the Governance Entity to preserve, remove or otherwise take action in respect of the old hotel buildings.

Crown to maintain in current state and condition

9.5 The Crown must maintain and administer each Cultural Redress Property (except if it is not administered by the Crown) between the Date of this Deed and the date it is vested in the Governance Entity under clause 9.1 or transferred to the Governance Entity under clause 9.2:

9.5.1 in substantially the same condition as it is in at the Date of this Deed (subject to events beyond the control of the Crown);

9.5.2 in accordance with the Crown's existing management and administration practices for that property and, if appropriate, in accordance with paragraph 2.1 of Part 2 of Schedule 5; or

9.5.3 in accordance with any arrangements agreed with Te Roroa.

9.6 Te Roroa will not have any recourse or claim against the Crown in relation to the state and/or condition of a Cultural Redress Property except for a breach of clause 9.5.

Warranty in relation to Disclosure Information

9.7 The Crown warrants to the Governance Entity that, at the Date of this Deed, the Disclosure Information is all the material information relating to the Cultural Redress Properties that is in the Crown's records as owner.

No other warranties

9.8 Except as provided in clause 9.7, the Crown gives no representation or warranty (whether express or implied) with respect to:

9.8.1 a Cultural Redress Property including as to its ownership, management, occupation, physical condition, fitness for use or compliance with:

TE ROROA DEED OF SETTLEMENT

9: CULTURAL REDRESS PROPERTIES

- (a) any legislation including by-laws; or
- (b) any enforcement or other notice, requisition or proceeding issued by an authority; or

9.8.2 the completeness or accuracy of the Disclosure Information relating to a Cultural Redress Property.

Ability of Te Roroa to inspect

9.9 Te Roroa acknowledges that (although the Crown is not giving any representation or warranty in relation to any Cultural Redress Property except as provided in clause 9.7) Te Roroa had the opportunity prior to the Date of this Deed (in addition to being able to examine the Disclosure Information) to:

9.9.1 inspect each Cultural Redress Property; and

9.9.2 determine its state and condition.

Access

9.10 Other than as provided under this Deed, the Crown will not make arrangements for access by Te Roroa to a Cultural Redress Property following its vesting in, or transfer to, the Governance Entity.

Survey

9.11 If the boundaries of a Vested Cultural Redress Property have not been determined sufficiently for the purpose of raising title, or if the boundaries of a Waipoua Forest Cultural Redress Property referred to in clause 9.3.1 have not been determined sufficiently for the conservation covenant referred to in that clause to be given in relation to that property, the Crown will arrange for:

9.11.1 it to be surveyed; and

9.11.2 the survey plan to be prepared and approved as to survey by the relevant official of Land Information New Zealand (and, where applicable, deposited).

Costs

9.12 The Crown will pay any survey and registration costs, and any other costs agreed by the Crown and Te Roroa, required to vest the Vested Cultural Redress Properties in the Governance Entity.

TE ROROA DEED OF SETTLEMENT

9: CULTURAL REDRESS PROPERTIES

Application of Schedule 5 and Title

9.13 The Parties acknowledge that:

9.13.1 some of the provisions of Part 2 of Schedule 5 apply in relation to the transfer of the Waipoua Forest Cultural Redress Properties to the Governance Entity; and

9.13.2 the Waipoua Forest Cultural Redress Properties and the Waipoua Commercial Forest will be transferred in the configuration provided in clause 11.6.

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10: OTHER CULTURAL REDRESS

TOHEROA QUOTA RFR DEED

- 10.1 The Crown must, by or on the Settlement Date, provide the Governance Entity with two copies of a deed on the terms and conditions set out in Schedule 3 (a "Toheroa Quota RFR Deed") signed by the Crown.

Signing and return of Toheroa Quota RFR Deed by the Governance Entity

- 10.2 The Governance Entity must:

10.2.1 sign both copies of the Toheroa Quota RFR Deed; and

10.2.2 return one signed copy to the Crown by no later than 10 Business Days after the Settlement Date.

Terms of Toheroa Quota RFR Deed

- 10.3 The Toheroa Quota RFR Deed will:

10.3.1 relate to the Toheroa Quota RFR Area (as defined in the Toheroa Quota RFR Deed);

10.3.2 be in force for a period of 50 years from the Settlement Date; and

10.3.3 have effect from the Settlement Date as if it had been validly signed by the Crown and the Governance Entity on that date.

Crown has no obligation to sell or introduce Applicable Toheroa Quota

- 10.4 The Parties agree and acknowledge that:

10.4.1 nothing in this Deed, or the Toheroa Quota RFR Deed, requires the Crown to:

- (a) purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act;
- (b) introduce Toheroa (as defined in the Toheroa Quota RFR Deed) into the Quota Management System (as defined in the Toheroa Quota RFR Deed); or
- (c) offer for sale any Applicable Toheroa Quota (as defined in the Toheroa Quota RFR Deed) held by the Crown; and

10.4.2 the inclusion of Toheroa in the Quota Management System may not result in any, or any significant, holdings by the Crown of Applicable Toheroa Quota.



TE ROROA DEED OF SETTLEMENT

10: OTHER CULTURAL REDRESS

PLACE NAMES

10.5 The Settlement Legislation will provide that:

10.5.1 each of the existing place names in column 1 of Part 1 of Schedule 4 is altered to the new place name in column 3 of that part;

10.5.2 each of the new place names in column 1 of Part 2 of Schedule 4 is assigned to the corresponding location set out in column 2 of that part; and

10.5.3 the changes made under this clause are to be treated as made:

- (a) with the approval of the New Zealand Geographic Board; and
- (b) in accordance with the New Zealand Geographic Board Act.



11: FINANCIAL AND COMMERCIAL REDRESS

DEFINITIONS

11.1 In this Deed:

Cash Settlement Amount means the amount that is payable by the Crown to the Governance Entity under clause 11.2.1 as that may be varied under clause 11.10;

Commercial Redress Properties means the Waipoua Commercial Forest and the Other Commercial Redress Properties;

Other Commercial Redress Property means a property described in Part 1 of Schedule 6;

Waipoua Commercial Forest means the Waipoua Commercial Forest Land and the Waipoua Commercial Forest Trees;

Waipoua Commercial Forest Land means the land described in Part 1 of Schedule 5 and is the area shown in yellow on SO 354588 and, to avoid doubt, does not include the Waipoua Commercial Forest Trees;

Waipoua Commercial Forest Trees means the trees growing or standing or, in the case of windthrow, lying on the Waipoua Commercial Forest Land; and

Waipoua Forest has the same meaning as in clause 12.3.1.

PROVISION OF FINANCIAL AND COMMERCIAL REDRESS

11.2 The Crown must provide Financial and Commercial Redress with an aggregate value of \$9,500,000, comprising:

11.2.1 (subject to clause 11.10) \$77,240 that is to be paid by the Crown to the Governance Entity on Settlement Date;

11.2.2 the Waipoua Commercial Forest (being subject to the Forestry Right) with a Redress Value of \$3,556,000, that is to be transferred by the Crown to the Governance Entity on the Settlement Date; and

11.2.3 (subject to clauses 11.9 and 11.10) the Other Commercial Redress Properties with aggregate Redress Values of \$5,866,760, that are to be transferred by the Crown to the Governance Entity on the Settlement Date.

TRANSFER OF THE WAIPOUA COMMERCIAL FOREST

11.3 The transfer of the Waipoua Commercial Forest by the Crown to the Governance Entity under clause 11.2.2 will be:

11.3.1 subject to the relevant terms and conditions set out in Part 2 of Schedule 5; and

TE ROROA DEED OF SETTLEMENT

11: FINANCIAL AND COMMERCIAL REDRESS

- 11.3.2 subject to and, where applicable, with the benefit of all Relevant Encumbrances (including the Forestry Right).
- 11.4 The Relevant Encumbrances affecting the Waipoua Forest will include:
- 11.4.1 a right of way easement by the Minister of Conservation on the terms and conditions set out in Part 1 of Schedule 9 over those parts of land held for conservation purposes as shown marked L and Q on DP 155132 in favour of Lots 1 and 2 DP 155131 and Lots 3 and 4 DP 155132;
- 11.4.2 a right of way easement in gross to the Minister of Conservation on the terms and conditions set out in Part 2 of Schedule 9 over those parts of the Waipoua Forest as shown marked B, C and G on DP 155131 and I, K, M, O, P and R on DP 155132;
- 11.4.3 a right of way easement in gross to the Minister of Fisheries on the terms and conditions set out in Part 2 of Schedule 9 over those parts of the Waipoua Forest as shown marked B, C and G on DP 155131 and I, K and M on DP 155132; and
- 11.4.4 the Forestry Right.
- 11.5 The Crown must sign and provide to the Governance Entity by or on the Settlement Date the following unregistered right of way easements:
- 11.5.1 the Commissioner of Crown Lands must sign and provide to the Governance Entity by or on the Settlement Date an unregistered right of way easement on the terms and conditions set out in Part 3 of Schedule 9 over Waipoua River bed shown marked H on DP 155132 in favour of Lots 1 and 2 DP 155131, Lots 3 and 4 DP 155132, Kawerua and Papatia and Te Kopae;
- 11.5.2 the Minister of Conservation must sign and provide to the Governance Entity by or on the Settlement Date an unregistered right of way easement on the terms and conditions set out in Part 3 of Schedule 9 over the marginal strips on either side of the Waipoua River adjoining easement H on DP 155132 in favour of Lots 1 and 2 DP 155131, Lots 3 and 4 DP 155132, Kawerua and Papatia and Te Kopae; and
- 11.5.3 the Minister of Conservation must sign and provide to the Governance Entity by or on the Settlement Date an unregistered right of way easement on the terms and conditions set out in Part 3 of Schedule 9 over those parts of Right of Way A on DP 155131 (subject to survey) that encroach on marginal strips in favour of Puketurehu and Waipoua Forest: Former Department of Conservation Headquarters.
- 11.6 The Waipoua Forest will be transferred to the Governance Entity under this Deed in the following configuration:



TE ROROA DEED OF SETTLEMENT

11: FINANCIAL AND COMMERCIAL REDRESS

Computer Freehold Register	Area	Description
One computer freehold register to issue	3636.1030 hectares	North Auckland Land District Lots 1 and 2 DP 155131 and Lots 3 and 4 DP 155132. Part PR15/91, Part Gazette 1876 page 621, Part Gazette 1906 page 1429, Part Gazette 1922 page 1196, Part Gazette 1923 page 2540, Part Gazette 1933 page 1215, Part Gazette 1948 page 298, Part Gazette 1950 page 186, Part Gazette 1961 page 1480, Part Gazette 1965 page 1201, Part Gazette 1966 page 1333, Part Gazette 1974 page 709, Part Proclamation 19354, Document K 3124 and Document K 3720

TRANSFER OF THE OTHER COMMERCIAL REDRESS PROPERTIES

- 11.7 The transfer of an Other Commercial Redress Property by the Crown to the Governance Entity under clause 11.2.3 will be:
- 11.7.1 subject to the terms and conditions set out in Part 2 of Schedule 6, which are to be treated as a separate agreement in respect of each Other Commercial Redress Property to be transferred under this Deed;
 - 11.7.2 subject to and, where applicable, with the benefit of all Relevant Encumbrances;
 - 11.7.3 in the case of Coastal Strip: North of Omamari, subject to the Governance Entity providing to the Crown by or on the Settlement Date a registrable covenant in relation to part of that property in the form set out in Part 3 of Schedule 6;
 - 11.7.4 in the case of Coastal Strip: South of Omamari, subject to the Governance Entity providing to the Crown by or on the Settlement Date a registrable covenant in relation to part of that property in the form set out in Part 3 of Schedule 6;
 - 11.7.5 in the case of the Waipoua Forest: Former Department of Conservation Headquarters, subject to the Governance Entity providing registrable easements in gross on the terms and conditions set out in Part 2 of Schedule 9 of those parts of Waipoua Forest: Former Department of Conservation Headquarters as shown marked A on DP 155131 (subject to survey) to:
 - (a) the Minister of Conservation; and
 - (b) the Minister of Fisheries.
- 11.8 The Parties acknowledge that the Crown may remove and harvest prior to Settlement Date from Part Waikara Farm 1 and Waikara Farm 3 the trees specified in pages 2 and 3 of the valuation report from Telfer Young (Northland) dated 25 May 2004.

TE ROROA DEED OF SETTLEMENT

11: FINANCIAL AND COMMERCIAL REDRESS

DE-SELECTION OF CERTAIN COMMERCIAL REDRESS PROPERTIES

11.9 The Governance Entity may Notify the Crown at any time before this Deed becomes unconditional that it does not require that all or any of the following Other Commercial Redress Properties be transferred to it on Settlement Date:

11.9.1 Aranga Beach Farm Pt Lot 15 DP 1457;

11.9.2 Coastal Strip: North of Omamari;

11.9.3 Coastal Strip: South of Omamari.

11.10 If the Governance Entity gives Notice in accordance with clause 11.9 in relation to an Other Commercial Redress Property referred to in that clause (a "**De-Selected Property**"):

11.10.1 that De-Selected Property is not to be transferred under this Deed by the Crown to the Governance Entity on Settlement Date; and accordingly

11.10.2 clauses 11.2.3, 11.7 and Part 2 of Schedule 6 do not apply in relation to that De-Selected Property; and

11.10.3 the amount to be paid by the Crown to the Governance Entity on the Settlement Date under clause 11.2.1 will be increased by the Redress Value of that De-Selected Property.

DEFERRED PURCHASE

11.11 The **Deferred Selection Properties** are:

11.11.1 the properties described in Part 1 of Schedule 8; and

11.11.2 if Aranga Beach Farm Pt Lot 15 DP 1457 becomes a De-Selected Property under clauses 11.9 and 11.10, that property.

Notification of interest

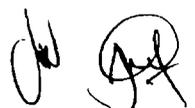
11.12 The Governance Entity may:

11.12.1 at any time until two years after the Settlement Date give Notice to the relevant Land Holding Agency that it is interested in purchasing a Deferred Selection Property described in Part 1 of Schedule 8; and

11.12.2 if Aranga Beach Farm Pt Lot 15 DP 1457 is a Deferred Selection Property, from the Settlement Date to two years after that date give notice to the Land Holding Agency that it is interested in purchasing that property.

Valuation and election to purchase

11.13 If the Governance Entity gives Notice in accordance with clause 11.12 that it is interested in purchasing a Deferred Selection Property:



TE ROROA DEED OF SETTLEMENT

11: FINANCIAL AND COMMERCIAL REDRESS

11.13.1 the Transfer Value of the Deferred Selection Property must be determined or agreed in accordance with the Valuation Process specified in Part 3 of Schedule 8; and

11.13.2 the Governance Entity must Notify the Land Holding Agency whether or not it elects to purchase the Deferred Selection Property within 15 Business Days of its Transfer Value being determined or agreed in accordance with the Valuation Process.

11.14 The Governance Entity and the Crown must use reasonable endeavours:

11.14.1 to ensure the Valuation Process operates in the manner, and within the timeframes, specified in Part 3 of Schedule 8; and

11.14.2 if the Valuation Process is delayed, to minimise the delay.

Agreement for sale and purchase

11.15 If the Governance Entity gives Notice in accordance with clause 11.12 that it elects to purchase a Deferred Selection Property;

11.15.1 the Governance Entity and the Crown shall be deemed to have entered into an agreement for the sale and purchase of the Deferred Selection Property:

(a) at the Transfer Value determined or agreed in accordance with the Valuation Process; and

(b) on the terms and conditions set out in Part 4 of Schedule 8 (the "Terms of Transfer"); but

11.15.2 if that Notice is given before this Deed becomes unconditional, the agreement under clause 11.15.1 is conditional upon this Deed becoming unconditional.

Termination of obligations

11.16 All obligations of the Crown to the Governance Entity under this Deed in relation to a Deferred Selection Property immediately cease if:

11.16.1 the Governance Entity does not give Notice in accordance with clause 11.12 that it is interested in purchasing that Deferred Selection Property;

11.16.2 after giving Notice in accordance with clause 11.12 that it is interested in purchasing the Deferred Selection Property, the Governance Entity:

(a) does not Notify the Land Holding Agency in accordance with clause 11.13.2 whether or not it elects to purchase the Deferred Selection Property; or

(b) Notifies the Land Holding Agency under clause 11.13.2 that it does not elect to purchase the Deferred Selection Property;

TE ROROA DEED OF SETTLEMENT

11: FINANCIAL AND COMMERCIAL REDRESS

11.16.3 at any time before an agreement for sale and purchase of that Deferred Selection Property is constituted under clause 11.15, the Governance Entity Notifies the Land Holding Agency that it is not interested in purchasing the Deferred Selection Property; or

11.16.4 this Deed is terminated under Part 14.

Time limits

11.17 Time is of the essence for the time limits imposed on the Crown and the Governance Entity under clauses 11.12 to 11.16 and Part 4 of Schedule 8.

Acknowledgement

11.18 To avoid doubt, the Parties acknowledge a notice under clause 11.12 may be given:

11.18.1 on one date for a Deferred Selection Property and at a later date (within the prescribed time limits) for other Deferred Selection Properties; or

11.18.2 on the same date in relation to all Deferred Selection Properties.

Definitions

11.19 Unless the context otherwise requires, the definitions in Part 2 of Schedule 8 apply in:

11.19.1 clauses 11.11-11.20; and

11.19.2 Schedule 8.

Settlement Legislation in relation to Deferred Selection Properties

11.20 The Settlement Legislation must provide that clause 12.2 applies to each Deferred Selection Property as if it was an Other Commercial Redress Property.

Titling

11.21 One computer freehold register will be created for Aranga Beach Farm Coastal Selection together with either or both of the following if either or both of the following are acquired by the Governance Entity under this Deed:

11.21.1 Aranga Beach Farm Pt Lot 15 DP 1457;

11.21.2 Aranga Beach Farm.



11: FINANCIAL AND COMMERCIAL REDRESS

RFR DEED

The Crown to provide an RFR Deed

11.22 The Crown must, by or on the Settlement Date, provide the Governance Entity with two copies of a deed granting a right of first refusal over the RFR Properties on the terms and conditions set out in Schedule 7 (the "RFR Deed") signed by the Crown.

Signing and return of RFR Deed by Governance Entity

11.23 The Governance Entity must:

11.23.1 sign both copies of the RFR Deed; and

11.23.2 return one signed copy to the Crown by no later than 10 Business Days after the Settlement Date.

Terms of RFR Deed

11.24 The RFR Deed will:

11.24.1 relate to the properties listed in schedule 1 of the RFR Deed;

11.24.2 be in force for a period of 50 years from the Settlement Date (the "RFR Period");
and

11.24.3 have effect from the Settlement Date as if it had been validly signed by both the Crown and the Governance Entity on that date.

12: SETTLEMENT LEGISLATION FOR CULTURAL AND COMMERCIAL REDRESS PROPERTIES

Settlement Legislation in relation to Vested Cultural Redress Properties

12.1 The Settlement Legislation will provide that:

Encumbrances

12.1.1 the vesting of each Vested Cultural Redress Property (as defined in clause 9.1.2) in the Governance Entity (a "Settlement Vesting") is subject to any Relevant Encumbrances;

Title to Vested Cultural Redress Properties

12.1.2 where the land that forms all or part of the Vested Cultural Redress Property is all of the land contained in an existing certificate of title or computer freehold register, the Registrar-General of Land must, on written application by a person authorised by the Director-General of Conservation (or, in the case of Manuwhetai and Puketapu/Whangaiariki, the Secretary for Justice):

- (a) register the Governance Entity as the proprietor of the fee simple estate in that land; and
- (b) make such entries in the register and generally do all things that may be necessary to give effect to this Deed;

12.1.3 where clause 12.1.2 does not apply, the Registrar-General of Land must, on written application by a person authorised by the Director-General of Conservation, (or, in the case of Manuwhetai and Puketapu/Whangaiariki, the Secretary for Justice) and after completion of any necessary survey, create one or more computer freehold registers in the name of the Governance Entity for the fee simple estate in land that forms all or part of the Vested Cultural Redress Property subject to, and together with, any Relevant Encumbrances that are registrable or notifiable and are described in that written application;

12.1.4 a computer freehold register or registers created on written application under clause 12.1.3 must be created as soon as reasonably practicable after a Settlement Vesting but no later than:

- (a) 24 months after that vesting; or
- (b) such later date as may be agreed in writing by the Governance Entity and the Crown;

Computer freehold register in relation to Kawerua

12.1.5 a computer freehold register in relation to Kawerua (being one of the Vested Cultural Redress Properties) must contain a notification to record that it is subject to clauses 9.1.16-9.1.19; and

TE ROROA DEED OF SETTLEMENT

12: SETTLEMENT LEGISLATION FOR CULTURAL AND COMMERCIAL REDRESS PROPERTIES

Application of Reserves Act

12.1.6 sections 24 and 25 of the Reserves Act do not apply to a revocation under the Settlement Legislation of the reserve status of a Vested Cultural Redress Property.

Settlement Legislation for Waipoua Forest and Other Commercial Redress Properties

12.2 The Settlement Legislation must:

12.2.1 authorise the Crown to do one or more of the following:

- (a) transfer the fee simple estate in the Waipoua Forest and the Other Commercial Redress Properties to the Governance Entity (a "**Settlement Transfer**"); and
- (b) sign a memorandum of transfer or other document, or do any other thing, to effect a Settlement Transfer;

12.2.2 in exercising the powers under clause 12.2.1, the Crown is not required to comply with any other enactment that would regulate or apply to a Settlement Transfer;

12.2.3 provide that:

- (a) the Registrar-General of Land must, on written application by a person authorised by the Director-General of the Ministry of Agriculture and Forestry, and after completion of any necessary survey, create one computer freehold register in the name of the Crown for Waipoua Forest subject to, and together with, any Encumbrances that are registrable or notifiable and are described in that written application;
- (b) the Registrar-General of Land must, on written application by a person authorised by the Chief Executive of the Land Holding Agency, and after completion of any necessary survey, create one computer freehold register in the name of the Crown for Aranga Farm Beach Coastal Selection together with either or both of the following:
 - (i) Aranga Beach Farm Pt Lot 15 DP 1457;
 - (ii) Aranga Beach Farm;
- (c) to the extent that an Other Commercial Redress Property, is not all of the land contained in a certificate of title or computer freehold register, or there is no certificate of title or computer freehold register for all or part of the property, the Registrar-General of Land must, on written application by a person authorised by the Chief Executive of the Land Holding Agency, and after completion of any necessary survey, create one or more computer freehold registers in the name of the Crown subject to, and together with, any Encumbrances that are registrable or notifiable and are described in that written application; and

TE ROROA DEED OF SETTLEMENT

12: SETTLEMENT LEGISLATION FOR CULTURAL AND COMMERCIAL REDRESS PROPERTIES

- (d) a computer freehold register created in accordance with this clause 12.2.3 must be created in the name of the Crown without any statement of purpose; and

12.2.4 provide that:

- (a) section 11 or Part X of the Resource Management Act does not apply to:
 - (i) a Settlement Vesting or a Settlement Transfer;
 - (ii) a matter incidental to, or required for the purpose of a Settlement Vesting or a Settlement Transfer;
- (b) neither a Settlement Vesting nor a Settlement Transfer:
 - (i) limits sections 10 or 11 of the Crown Minerals Act; or
 - (ii) affects other rights to sub-surface minerals;
- (c) subject to clauses 12.2.4(d) and (e), each Settlement Vesting and Settlement Transfer is a disposition for the purposes of Part IVA of the Conservation Act, but sections 24(2A), 24A and 24AA of that Act do not apply to the disposition;
- (d) the Settlement Transfer of the Shag Lake Bed is free from the requirement under Part IVA of the Conservation Act to create a marginal strip;
- (e) in the case of the Settlement Transfer of the Coastal Strip: North of Omamari and the Coastal Strip: South of Omamari, the marginal strip under Part IVA of the Conservation Act is 100 metres wide;
- (f) the conservation covenants to be given by the Governance Entity under clauses 9.3, 11.7.3 and 11.7.4 are to be treated as conservation covenants for the purposes of section 77 of the Reserves Act;
- (g) to the extent that Shag Lake Bed has a moveable natural boundary, that boundary will be governed by any applicable common law rule of accretion, erosion or avulsion that would apply to a moveable natural boundary;
- (h) that part of Waipoua Forest: Former Department of Conservation Headquarters which is conservation park under section 61 of the Conservation Act ceases to be a conservation park;
- (i) that part of Waipoua Forest: Former Department of Conservation Headquarters which is sanctuary area under section 62(1) of the Conservation Act ceases to be sanctuary area;
- (j) that part of Waipoua Forest: Former Department of Conservation Headquarters which is conservation area under section 62(2) of the Conservation Act ceases to be a conservation area;

TE ROROA DEED OF SETTLEMENT

12: SETTLEMENT LEGISLATION FOR CULTURAL AND COMMERCIAL REDRESS PROPERTIES

- (k) for the purposes of this clause 12.2 an Other Commercial Redress Property does not include a property that is a De-Selected Property under clauses 11.9 and 11.10;
- (l) the permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting or reserving a private road, private way or right of way that may be required to fulfil the terms of this Deed in relation to a Settlement Vesting or a Settlement Transfer; and
- (m) include such other provisions as are necessary or desirable to give effect to this Part.

Settlement Legislation in relation to Waipoua Forest

12.3 The Settlement Legislation will provide:

12.3.1 in this clause:

Crown forestry assets has the same meaning as in section 2(1) of the Crown Forest Assets Act;

Crown forest land has the same meaning as in section 2(1) of the Crown Forest Assets Act;

Forestry Right Owner means the grantee for the time being of the Forestry Right;

marginal strip has the same meaning as in section 2(1) of the Conservation Act;

Responsible Ministers has the same meaning as in section 2 of the Crown Forest Assets Act; and

Waipoua Forest means the Waipoua Forest Cultural Redress Properties and the Waipoua Commercial Forest;

12.3.2 despite the Crown Forest Assets Act, the Responsible Ministers may by or on the Settlement Date sign and grant:

- (a) the easements over the Waipoua Forest on the terms and conditions set out in Part 2 of Schedule 9; and
- (b) the Forestry Right in accordance with the Forestry Rights Registration Act 1983;

12.3.3 on the Settlement Date the Waipoua Forest ceases to be Crown forest land and Crown forestry assets;

12.3.4 on and after the Settlement Date the Responsible Ministers may take any action required to be taken by the Crown in relation to the Waipoua Forest and, in particular, to complete its transfer to the Governance Entity in accordance with this Deed;



TE ROROA DEED OF SETTLEMENT

12: SETTLEMENT LEGISLATION FOR CULTURAL AND COMMERCIAL REDRESS PROPERTIES

12.3.5 after the Waipoua Forest is transferred to the Governance Entity under this Deed:

- (a) the Forestry Right Owner is to be treated as if the Minister of Conservation had appointed it under section 24H(1) of the Conservation Act to be the manager of each marginal strip adjoining the Waipoua Forest (an “**adjoining marginal strip**”); and
- (b) in addition to its powers under section 24H of the Conservation Act, the Forestry Right Owner may manage and harvest exotic plantation trees existing at the Settlement Date on an adjoining marginal strip;

12.3.6 the Minister of Conservation may grant all easements required by this Deed in relation to lands held under the Conservation Act for conservation purposes;

12.3.7 every easement granted under clause 12.3.6:

- (a) is registrable under section 17ZA(2) of the Conservation Act as if it were a deed to which that provision applied; and
- (b) is enforceable in accordance with its terms despite Part IIIB of the Conservation Act;

12.3.8 in clauses 12.3.8-12.3.17, unless the context requires otherwise:

- (a) the “**forest owner**” means the Governance Entity and a successor in title to all or any of the Waipoua Forest;
- (b) the “**landlocked land**” is land that is landlocked by the Waipoua Forest being:
 - Waipoua 2B1 (Maori Reservation – burial ground);
 - Waipoua 2B2B1B (Matatina Marae Reservation on 2.0234 ha of 152,1617 ha);
 - Waipoua 2B3A1C;
 - Waipoua 2B3A1A;
 - Waipoua 2B3D2A1;
 - Waipoua 2B3D2A1 Part;
 - Waipoua 2B3D2A2B2A;
 - Waipoua 2B3D2A2B2B;
 - Waipoua 2C;
 - Waipoua 2B2B2;
 - Waipoua 2B3C3;
 - Waipoua 2B3D2A2B1;
 - Waipoua 2B3A;
 - Waipoua 2B3D2; and
 - Waipoua 2B3D2A2;

TE ROROA DEED OF SETTLEMENT

12: SETTLEMENT LEGISLATION FOR CULTURAL AND COMMERCIAL REDRESS PROPERTIES

- (c) the “**permitted persons**” means:
 - (i) the owners of any of the landlocked land; and
 - (ii) any person authorised by an owner of any of the landlocked land to have access to that landlocked land for any lawful purpose consistent with its status; and
- (d) the “**notification**” means the notification contained on the computer freehold register in relation to Waipoua Forest under clause 12.3.14;
- (e) the “**right of access**” means the right of access across Waipoua Forest to the landlocked land granted to permitted persons by clauses 12.3.8-12.3.13;

12.3.9 the forest owner, and any person having the benefit of an **Encumbrance** in relation to Waipoua Forest, must permit the permitted persons to have access across Waipoua Forest to the landlocked land;

12.3.10 the right of access must be exercised:

- (a) by vehicle or by foot over a road or, where that is not reasonably practicable, over a reasonably convenient route specified by the forest owner; and
- (b) in accordance with any reasonable conditions specified by the forest owner;

12.3.11 the forest owner must not specify a reasonably convenient route under clause 12.3.10 without the consent of the Forestry Right Owner (which must not be unreasonably withheld);

12.3.12 the forest owner or the Forestry Right Owner may prevent a person who is a permitted person under clause 12.3.8(c)(ii) from exercising the right of access for a period of up to three months if the forest owner or the Forestry Right Owner:

- (a) considers on reasonable grounds that the person in exercising the right of access may present a risk to the forest or forestry operations in Waipoua Forest; and
- (b) gives notice in writing to the person specifying the period for which access is not permitted; and
- (c) informs the forest owner or the Forestry Right Owner, as appropriate, of the notice;

12.3.13 clauses 12.3.8-12.3.12 do not limit any legal rights the permitted persons may have in relation to access to the landlocked land;

12.3.14 a computer freehold register in relation to Waipoua Forest must contain a notification to record that it is subject to clauses 12.3.8-12.3.13;

TE ROROA DEED OF SETTLEMENT

12: SETTLEMENT LEGISLATION FOR CULTURAL AND COMMERCIAL REDRESS PROPERTIES

12.3.15 clause 12.3.9 ceases to apply if the Registrar-General of Land removes the notification under clause 12.3.17;

12.3.16 the Registrar of the Maori Land Court may apply in writing to have the notification removed from the computer freehold register if he or she is satisfied that:

- (a) formal alternative access has been arranged for the landlocked land; or
- (b) there has been a partition or subdivision of the landlocked land; and

12.3.17 the Registrar-General of Land must remove the notification from the computer freehold register if the Registrar of the Maori Land Court applies under clause 12.3.16.

Application of intra-Crown payments for certain Cultural Redress Properties

12.4 The Settlement Legislation will provide that:

12.4.1 the Minister of Conservation may direct that any intra-Crown payment for Kaiparaheka and Maunganui Bluff be paid and applied in purchasing or taking on lease, managing, administering, maintaining, protecting, improving and developing reserves of any classification or as consideration for a conservation covenant; and

12.4.2 a direction by the Minister of Conservation under clause 12.4.1 is to be treated as a direction under section 82(1)(a) of the Reserves Act.

13: TAX

STATEMENT OF AGREED TAX PRINCIPLES

13.1 The Parties agree that:

13.1.1 the payment, credit or transfer of Tangible Redress by the Crown to the Governance Entity is made as redress to settle the Historical Claims and is not intended to be, or to give rise to:

- (a) a taxable supply for GST purposes; nor
- (b) gross income for income tax purposes;

13.1.2 neither the Governance Entity, nor any other person associated with the Governance Entity, will claim an input credit (for GST purposes) or a deduction (for income tax purposes) with reference to the payment, credit or transfer by the Crown of any Tangible Redress;

13.1.3 the transfer of the Other Properties/Rights by the Crown to the Governance Entity is not intended to be, or to give rise to, a dutiable gift;

13.1.4 the transfer of the Commercial Properties/Rights by the Crown under an exercise of the relevant right of first refusal, or right to purchase, is intended to be a taxable supply for GST purposes;

13.1.5 any interest paid by the Crown under any provision of this Deed is either gross income or exempt income, for income tax purposes, depending on the recipient's status for income tax purposes; and, furthermore, the receipt or payment of such interest is not subject to indemnification for Tax by the Crown under this Deed;

13.1.6 any amounts payable to the Governance Entity under or in respect of the Forestry Right:

- (a) are either gross income or exempt income, for income tax purposes, depending on the recipient's status for income tax purposes;
- (b) are intended to be consideration for a taxable supply for GST purposes; and
- (c) the receipt or payment of such amounts is not subject to indemnification for Tax by the Crown under this Deed;

13.1.7 any indemnity payment by the Crown to the Governance Entity is not intended to be, or to give rise to:

- (a) a taxable supply for GST purposes; nor
- (b) gross income for income tax purposes; and



TE ROROA DEED OF SETTLEMENT

13: TAX

- 13.1.8 the Governance Entity (at all applicable times) is or will be a registered person for GST purposes (except if the Governance Entity is not carrying on a taxable activity as that term is defined by the Goods and Services Tax Act).

ACKNOWLEDGEMENTS

- 13.2 For the avoidance of doubt, the Parties acknowledge:

- 13.2.1 that the Tax indemnities given by the Crown in this Part, and the principles and acknowledgements in clauses 13.1 and 13.2 respectively:

- (a) apply only to the receipt by the Governance Entity of Tangible Redress or indemnity payments; and
- (b) do not apply to any subsequent dealings, distributions, payments, uses or applications by the Governance Entity, or any other persons, with or of Tangible Redress or indemnity payments;

- 13.2.2 each obligation to be performed by the Crown in favour of the Governance Entity under this Deed is performed as redress and without charge to, or consideration to be provided by, the Governance Entity or any other person, provided that this clause 13.2.2 does not affect the obligation of the Governance Entity to pay the purchase price relating to:

- (a) Applicable Toheroa Quota under a contract for the Sale of the Applicable Toheroa Quota constituted under the Toheroa Quota RFR Deed;
- (b) an RFR Property under an RFR Property Contract (as those terms are defined in the RFR Deed);
- (c) a Deferred Selection Property under an agreement for the sale and purchase of the Deferred Selection Property;

- 13.2.3 without limiting clause 13.2.2, the agreement to enter into, the entering into and the performance by the Governance Entity of the covenants set out in Part 2 of Schedule 2, Part 4 of Schedule 5 and Part 3 of Schedule 6 is not consideration, for GST or any other purpose, for the transfer of the properties to which those covenants relate by the Crown to the Governance Entity; and

- 13.2.4 without limiting clause 13.2.2, the agreement to enter into and the entering into the easements set out in Parts 2, 4 and 5 of Schedule 9 and Part 4 of Schedule 9 are not consideration, for GST or any other purpose, for the transfer of the properties to which those easements relate by the Crown to the Governance Entity;

- 13.2.5 without limiting clause 13.2.2, the agreement to grant and the performance by the Governance Entity of the rights of access set out in clause 9.1.17 or clause 12.3.9 are not consideration, for GST or any other purpose, for the transfer of the properties over which those rights of access are given by the Crown to the Governance Entity;

TE ROROA DEED OF SETTLEMENT

13: TAX

13.2.6 without limiting clause 13.2.2, the payment of amounts, and the bearing of costs from time to time, by the Governance Entity in relation to the Other Properties/Rights (including, without limitation:

- (a) rates, charges and fees;
- (b) the apportionment of outgoings and incomings; and
- (c) maintenance, repair or upgrade costs and rubbish, pest and weed control costs);-

is not intended to be consideration for the transfer of those properties for GST or any other purpose; and, furthermore (and without limiting clause 13.2.1), the payment of such amounts and the bearing of such costs is not subject to indemnification for Tax by the Crown under this Deed.

ACT CONSISTENT WITH PRINCIPLES

13.3 Neither the Governance Entity (nor any person associated with the Governance Entity) nor the Crown will act in a manner that is inconsistent with the principles or acknowledgements set out or reflected in clauses 13.1 and 13.2 respectively.

MATTERS NOT TO BE IMPLIED FROM PRINCIPLES

13.4 Nothing in clause 13.1 is intended to suggest or imply:

13.4.1 that the payment, credit or transfer of Tangible Redress, or an indemnity payment, by the Crown to the Governance Entity is or will be chargeable with GST;

13.4.2 if the Governance Entity is a charitable trust or other charitable entity, that:

- (a) payments, properties, interests, rights or assets the Governance Entity receives or derives from the Crown under this Deed are received or derived other than exclusively for charitable purposes; or
- (b) the Governance Entity derives or receives amounts, for income tax purposes, other than as exempt income; or

13.4.3 that gift duty should or can be imposed on any payment to, or transaction with, the Governance Entity under this Deed.

INDEMNITY FOR GST IN RESPECT OF TANGIBLE REDRESS AND INDEMNITY PAYMENTS

Tangible Redress provided exclusive of GST

13.5 If and to the extent that:

13.5.1 the provision of redress through the payment, credit or transfer of Tangible Redress; or

TE ROROA DEED OF SETTLEMENT

13: TAX

13.5.2 an indemnity payment;-

by the Crown to the Governance Entity is chargeable with GST, the Crown must, in addition to the payment, credit or transfer of Tangible Redress or the indemnity payment, pay the Governance Entity the amount of GST payable in respect of the Tangible Redress or the indemnity payment.

Indemnification

13.6 If and to the extent that:

13.6.1 the provision of redress through the payment, credit or transfer of Tangible Redress; or

13.6.2 an indemnity payment;-

by the Crown to the Governance Entity is chargeable with GST and the Crown does not, for any reason, pay the Governance Entity an additional amount equal to that GST at the time the Tangible Redress is paid, credited or transferred and/or the indemnity payment is made, the Crown will, on demand in writing, indemnify the Governance Entity for any GST that is or may be payable by the Governance Entity or for which the Governance Entity is liable in respect of:

13.6.3 the making of the redress; and/or

13.6.4 the payment, credit or transfer of Tangible Redress; and/or

13.6.5 the indemnity payment.

INDEMNITY FOR INCOME TAX IN RESPECT OF TANGIBLE REDRESS OR INDEMNITY PAYMENTS

13.7 The Crown agrees to indemnify the Governance Entity, on demand in writing, against any income tax that the Governance Entity is liable to pay if and to the extent that receipt of:

13.7.1 the payment, credit or transfer of Tangible Redress; or

13.7.2 an indemnity payment;-

from the Crown is treated as, or as giving rise to, gross income of the Governance Entity for income tax purposes.

INDEMNITY FOR GIFT DUTY IN RESPECT OF OTHER PROPERTIES/RIGHTS

13.8 The Crown agrees to pay, and to indemnify the Governance Entity against any liability that the Governance Entity has in respect of, any gift duty assessed as payable by the Commissioner of Inland Revenue in respect of a transfer of the Other Properties/Rights by the Crown under this Deed.



DEMANDS FOR INDEMNIFICATION

Notification of indemnification event

13.9 Each of:

13.9.1 the Governance Entity; and

13.9.2 the Crown;-

agrees to Notify the other as soon as reasonably possible after becoming aware of an event or occurrence in respect of which the Governance Entity is or may be entitled to be indemnified by the Crown for or in respect of Tax under this Part.

How demands are made

13.10 Demands for indemnification for Tax by the Governance Entity in accordance with this Part must be made by the Governance Entity in accordance with the provisions of clause 15.5 and may be made at any time, and from time to time, after the Settlement Date.

When demands are to be made

13.11 Except:

13.11.1 with the written agreement of the Crown; or

13.11.2 if this Deed provides otherwise;-

no demand for payment by way of indemnification for Tax under this Part may be made by the Governance Entity more than five Business Days before the due date for payment by the Governance Entity of the applicable Tax (whether such date is specified in an assessment or is a date for the payment of provisional tax or otherwise).

Evidence to accompany demand

13.12 Without limiting clause 13.9, each demand for indemnification by the Governance Entity under this Part must be accompanied by:

13.12.1 appropriate evidence (which may be a notice, notice of proposed adjustment, assessment, a certificate issued by the Governance Entity and confirmed or certified by the Governance Entity's tax advisers or accountants for the time being, or any other evidence which is reasonably satisfactory to the Crown) setting out with reasonable detail the amount of the loss, cost, expense, liability or Tax that the Governance Entity claims to have suffered or incurred or be liable to pay, and in respect of which indemnification is sought from the Crown under this Deed; and

13.12.2 where the demand is for indemnification for GST, if the Crown requires, an appropriate GST tax invoice.

TE ROROA DEED OF SETTLEMENT

13: TAX

Repayment of amount on account of Tax

13.13 If payment is made by the Crown on account of Tax to the Governance Entity or the Commissioner of Inland Revenue (for the account of the Governance Entity) and it is subsequently determined or held that no such Tax (or an amount of Tax that is less than the payment which the Crown made on account of Tax) is or was payable or properly assessed, to the extent that the Governance Entity:

13.13.1 has retained the payment made by the Crown;

13.13.2 has been refunded the amount of that payment by the Inland Revenue Department; or

13.13.3 has had the amount of that payment credited or applied to its account with the Inland Revenue Department;-

the Governance Entity must repay the applicable amount to the Crown free of any set-off or counterclaim.

Payment of amount on account of Tax

13.14 The Governance Entity must pay to the Inland Revenue Department any payment made by the Crown to the Governance Entity on account of Tax, on the later of:

13.14.1 the "due date" for payment of that amount to the Inland Revenue Department under the applicable Tax Legislation; and

13.14.2 the next Business Day following receipt by the Governance Entity of that payment from the Crown.

Payment of costs

13.15 The Crown will indemnify the Governance Entity against any reasonable costs incurred by the Governance Entity for actions undertaken by the Governance Entity, at the Crown's direction, in connection with:

13.15.1 any demand for indemnification of the Governance Entity under or for the purposes of this Part; and

13.15.2 any steps or actions taken by the Governance Entity in accordance with the Crown's requirements under clause 13.17.

DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES

13.16 Where any liability arises to the Crown under this Part, the following provisions shall also apply:

13.16.1 if the Crown so requires and Notifies the Governance Entity of that requirement, the Crown may, instead of paying the requisite amount on account of Tax, pay that amount to the Commissioner of Inland Revenue (such payment to be effected on behalf, and for the account, of the Governance Entity);

TE ROROA DEED OF SETTLEMENT

13: TAX

13.16.2 subject to the Governance Entity being indemnified to its reasonable satisfaction against any reasonable cost, loss, expense or liability or any Tax which it may suffer, incur or be liable to pay, the Crown shall have the right, by Notice to the Governance Entity, to require the Governance Entity to:

- (a) take into account any right permitted by any relevant law to defer the payment of any Tax; and/or
- (b) take all steps the Crown may specify to respond to and/or contest any notice, notice of proposed adjustment or assessment for Tax, where expert legal tax advice indicates that it is reasonable to do so; and

13.16.3 the Crown reserves the right:

- (a) to nominate and instruct counsel on behalf of the Governance Entity whenever it exercises its rights under clause 13.16.2; and
- (b) to recover from the Commissioner of Inland Revenue the amount of any Tax paid and subsequently held to be refundable.

RULINGS, APPLICATIONS

13.17 If the Crown requires, the Governance Entity will consult, and/or collaborate, with the Crown in the Crown's preparation (for the Crown, the Governance Entity and/or any other person) of an application for a non-binding or binding ruling from the Commissioner of Inland Revenue with respect to any part of the arrangements relating to the payment, credit or transfer of Tangible Redress.

DEFINITIONS AND INTERPRETATION

13.18 In this Part, unless the context requires otherwise:

Commercial Properties/Rights means:

- (a) those properties, interests, rights or assets over which the Crown gives the Governance Entity a right of first refusal under the RFR Deed;
- (b) the Applicable Toheroa Quota over which the Crown gives the Governance Entity a right of first refusal under the Toheroa Quota RFR Deed;
- (c) a Deferred Selection Property over which the Crown gives the Governance Entity a right to purchase under clauses 11.11-11.20;

gift duty includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, any gift duty;

income tax includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, any income tax;

indemnity payment means any indemnity payment made by the Crown under or for the purposes of this Part;

Other Properties/Rights means those properties, interests, rights or assets which are to be transferred to the Governance Entity, the particulars of which are specified in:

- (a) Parts 8 and 9;
- (b) clause 10.1 to the extent that that clause relates to the grant of a right of first refusal to the Governance Entity; and
- (c) clause 11.22, to the extent that that clause relates to the grant of a right of first refusal to the Governance Entity;
- (d) clause 11.12, to the extent that that clause relates to the grant of a right to purchase to the Governance Entity;

payment extends to the transfer or making available of cash amounts as well as to the transfer of non cash amounts (such as land);

references to the **payment, credit, transfer** or **receipt** of the Tangible Redress (or any equivalent wording) include a reference to the payment, credit, transfer or receipt of any part (or the applicable part) of the Tangible Redress;

Tangible Redress means:

- (a) the Cash Settlement Amount;
- (b) the Commercial Redress Properties; and
- (c) the Other Properties/Rights; and

transfer includes recognising, creating, vesting, granting, licensing, leasing, or any other means by which the relevant properties, interests, rights or assets are disposed of or made available, or recognised as being available, to the Governance Entity.

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14: CONDITIONS AND TERMINATION

THIS DEED AND THE SETTLEMENT ARE CONDITIONAL

14.1 This Deed, and the Settlement, are conditional on:

14.1.1 the Crown being satisfied that Te Roroa has established the Governance Entity in accordance with clause 3.3;

14.1.2 the Governance Entity signing the Deed of Covenant; and

14.1.3 the Settlement Legislation coming into force.

DEED WITHOUT PREJUDICE UNTIL UNCONDITIONAL

14.2 This Deed, until it becomes unconditional:

14.2.1 is entered into on a "without prejudice" basis; and

14.2.2 in particular, may not be used as evidence in any proceedings before, or presented to, any Court, the Waitangi Tribunal, or any other judicial body or tribunal (except for proceedings concerning the interpretation and/or enforcement of this Deed).

SOME PROVISIONS NOT CONDITIONAL

14.3 Clauses 3.3-3.6, 4.1-4.3, 9.5, 9.6, 9.10, 9.12, 14.1-14.6 and 15.6 of this Deed are (despite clause 14.1) binding from the Date of this Deed.

TERMINATION OF THIS DEED

14.4 Either Party may terminate this Deed, by Notice to the other Party, if:

14.4.1 clause 14.1.1 or clause 14.1.2 is not satisfied within six months after the Date of this Deed; or

14.4.2 clause 14.1.3 is not satisfied within two years after the Date of this Deed.

EFFECT OF NOTICE OF TERMINATION

14.5 If this Deed is terminated:

14.5.1 this Deed, and the Settlement, will be at an end; and

14.5.2 neither Party will have any rights or obligations under this Deed (except under clause 14.2).

TE ROROA DEED OF SETTLEMENT

14: CONDITIONS AND TERMINATION

SOME RIGHTS AND OBLIGATIONS CONTINUE AFTER TERMINATION

14.6 The rights and obligations of the Parties under clause 14.2 continue if this Deed is terminated.

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15: MISCELLANEOUS

INTEREST

- 15.1 The Crown will pay interest on the aggregate value of the **Financial and Commercial Redress** as set out in clause 11.2 from (and including) the Date of this Deed until (but excluding) the **Settlement Date**.
- 15.2 Interest under clause 15.11 will:
- 15.2.1 be calculated on each **Calculation Date** and will be at a rate, expressed as a percentage per annum, equal to the weighted average of the successful yield for 1 year treasury bills resulting from the treasury bill tender process that takes place during the week prior to each **Calculation Date** (or, if no such treasury bill rate is available, an equivalent rate);
 - 15.2.2 not compound;
 - 15.2.3 be paid to the **Governance Entity** on the **Settlement Date**; and
 - 15.2.4 be subject to any **Tax** payable (and may be paid after any **Tax** required to be withheld) under any **Tax Legislation**.
- 15.3 In this Deed, unless the context requires otherwise:
- 15.3.1 **Anniversary Date** means the first **Business Day** after the expiry of each period of 12 months commencing on the Date of this Deed or the previous **Anniversary Date** (as the case may be); and
 - 15.3.2 **Calculation Date** means:
 - (a) the Date of this Deed, in respect of the period commencing on the Date of this Deed and expiring on the date before the first **Anniversary Date**; and
 - (b) each **Anniversary Date**, in respect of the period commencing on the first **Anniversary Date** and expiring on the **Settlement Date**.

RULE AGAINST PERPETUITIES

- 15.4 The **Settlement Legislation** must provide that:
- 15.4.1 neither the rule against perpetuities, nor any provisions of the **Perpetuities Act**:
 - (a) prescribes or restricts the period during which the **Governance Entity** may:
 - (i) exist in law; or
 - (ii) hold or deal with property (including income from property); or

TE ROROA DEED OF SETTLEMENT

15: MISCELLANEOUS

- (b) applies to a document entered into to give effect to this Deed (including the RFR Deed and the Toheroa Quota RFR Deed) if the application of that rule, or the provisions of that Act, would otherwise make the document, or a right conferred by the document, invalid or ineffective; and

15.4.2 clause 15.4.1(a) does not apply if the Governance Entity is, or becomes, a charitable trust.

NOTICES

15.5 The provisions of this clause apply to Notices under this Deed (except that Notices to be given to a Land Holding Agency in relation to a Deferred Selection Property are to be given to the address provided in paragraph 1.2 of Part 2 of Schedule 8):

Notices to be signed

15.5.1 the Party giving a Notice must sign it;

Notices to be in writing

15.5.2 a Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

Addresses for notice

15.5.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

Crown:

C/- The Solicitor-General
Crown Law Office
Level 10
Unisys House
56 The Terrace
(PO Box 2858)
WELLINGTON

Facsimile No: 04 473 3482

Te Roroa:

Te Iwi o Te Roroa
P.O. Box 317
Dargaville

Facsimile No: 09 439 6443

Delivery

15.5.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by post with pre-paid postage; or
- (c) by facsimile;



TE ROROA DEED OF SETTLEMENT

15: MISCELLANEOUS

Timing of delivery

15.5.5 a Notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the second day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

15.5.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 15.5.5) be treated as having been received the next Business Day.

AMENDMENT

15.6 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, Te Roroa and the Crown.

ENTIRE AGREEMENT

15.7 This Deed:

15.7.1 constitutes the entire agreement between the Parties in relation to the matters referred to in it; and

15.7.2 supersedes all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between Te Roroa, any Representative Entity or any Member of Te Roroa (separately or in any combination) and the Crown relating to such matters (including the Terms of Negotiation and the Agreement in Principle but not Te Tiriti o Waitangi/the Treaty of Waitangi).

NO WAIVER

15.8 A failure, delay or indulgence by either Party in exercising a power or right under or arising from this Deed shall not operate as a waiver of that power or right.

15.9 A single, or partial, exercise of a power or right under or arising from this Deed shall not preclude further exercises of that power or right or the exercise of another power or right.

NO ASSIGNMENT

15.10 Except as expressly provided in this Deed or a document entered into under this Deed, neither Party may transfer or assign any rights or obligations under or arising from this Deed.



16: DEFINITIONS AND INTERPRETATION

DEFINITIONS

Terms defined by legislation

- 16.1 In this Deed, unless the context requires otherwise, the following terms have the meaning for that term given by the section of the legislation set opposite it below:

Term	Defining section
Conservation Board	section 2(1) Conservation Act
Crown	section 2(1) Public Finance Act
Crown entity	section 7(1) Crown Entities Act 2004
Director-General	section 2(1) Conservation Act
New Zealand Geographic Board	section 3 New Zealand Geographic Board Act
New Zealand Historic Places Trust	section 38 Historic Places Act
Office of Parliament	section 2(1) Public Finance Act
Regional Council	section 2(1) Resource Management Act
Registrar-General of Land	section 4 Land Transfer Act
Resource Consent	section 87 Resource Management Act
State enterprise	section 2 State-Owned Enterprises Act
Waitangi Tribunal	section 4 Treaty of Waitangi Act

Terms defined in this Deed

- 16.2 In this Deed, unless the context requires otherwise, the following terms have the meaning for that term given by the clause or part of this Deed set opposite that term below:

Term	Defining clause or part
Agreement in Principle	Background
Anniversary Date	15.3.1
Cash Settlement Amount	11.1
Calculation Date	15.3.2
Commercial Redress Properties	11.1
Consent Authority	8.17.2
Deed of Covenant	3.4
Deferred Selection Properties	11.11
De-Selected Property	11.10
Fisheries Advisory Committee	8.12.1
Governance Entity	3.3
Haohaonui	9.1.1
Historical Claims	1.11 to 1.13
Huaki	9.1.1
Kaiparaheka	9.1.1
Kawerua	9.1.1
Land Claims Statutory Protection Legislation	2.10.4
Manuwhetai	9.1.1
Maunganui Bluff	9.1.1
Member of Te Roroa	1.8
Muriwai	9.1.1
Northern Contiguous Area	9.1.1
Oneroa	9.1.1

TE ROROA DEED OF SETTLEMENT

16: DEFINITIONS AND INTERPRETATION

Other Commercial Redress Property	11.1
Papatia and Te Kopae	9.1.1
Pukenuiorongo	9.1.1
Puketapu/Whangaiariki	9.1.1
Puketurehu	9.1.1
Relevant Consent Authority	8.17.2
Representative Entity	1.9
RFR Deed	11.22
RFR Period	11.24.2
River Road	9.1.1
Settlement Transfer	12.2.1
Settlement Vesting	12.1.1
Southern Contiguous Area	9.1.1
Statements of Association	8.17.1
Tekateka	9.1.1
Te Riu	9.1.1
Terms of Negotiation	Background
Te Roroa	1.5
Te Roroa Tupuna	1.6
Te Taiawa	9.1.1
Toheroa Quota RFR Deed	10.1
Ureti	9.1.1
Vested Cultural Redress Property	9.1.2
Waingata	9.1.1
Waiotane	9.1.1
Waipoua Commercial Forest	11.1
Waipoua Commercial Forest Land	11.1
Waipoua Commercial Forest Trees	11.1
Waipoua Forest	12.4.1
Waipoua Forest Cultural Redress Property	9.1.3
Wairau	9.1.1
Whangamoa	9.1.1

Terms used in Part 13: Tax

16.3 Clause 13.18 defines certain terms used in Part 13: Tax.

Defined terms

16.4 In this Deed, unless the context requires otherwise:

Antiquities Protocol means the Protocol issued under clause 8.7 (as that Protocol may be amended under clause 8.9.1);

Antiquities Protocol Area means the area shown on the map attached to the Antiquities Protocol together with the adjacent waters;

Area of Interest means the area identified in Schedule 11 as the area which Te Roroa identify as their area of interest;

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

TE ROROA DEED OF SETTLEMENT

16: DEFINITIONS AND INTERPRETATION

- (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 Northland;

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948;

Conservation Document means a national park management plan, conservation management strategy, or conservation management plan;

Conservation Legislation means the Conservation Act and the enactments listed under Schedule 1 to that Act;

Court, in relation to any matter, means a court having jurisdiction in relation to that matter in New Zealand;

Crown Agency means:

- (a) a Crown entity and includes the New Zealand Railways Corporation;
- (b) a State enterprise; or
- (c) any company or body, which is wholly-owned or controlled by:
 - (i) the Crown, a Crown entity or a State enterprise; or
 - (ii) a combination of the Crown, a Crown entity, Crown entities, a State enterprise or State enterprises,

and includes any subsidiary of, or related company to, any such company or body;

Crown Owned Mineral means a mineral (as that term is defined in section 2(1) of the Crown Minerals Act) that is the property of the Crown under sections 10 or 11 of the Crown Minerals Act or over which the Crown has jurisdiction under the Continental Shelf Act;

Cultural Redress means the Redress to be provided by the Crown in accordance with Parts 9 and 10;

Cultural Redress Property means a property described in Part 1 of Schedule 2;

Date of this Deed means the date this Deed is signed by the Parties;

Deed and Deed of Settlement means this Deed of Settlement, including the schedules to it;

TE ROROA DEED OF SETTLEMENT

16: DEFINITIONS AND INTERPRETATION

Deed of Recognition means a deed of recognition entered into by the Crown under clause 8.19;

Deferred Selection Property means a property described in Part 1 of Schedule 8;

Department means a department or instrument of the Government, or a branch or division of the Government, but does not include a body corporate, or other legal entity, that has the power to contract, or an Office of Parliament;

Disclosure Information means, in respect of:

- (a) a Cultural Redress Property, the information provided by, or on behalf of, the Crown to Te Roroa as referred to in:
 - (i) an email from the Office of Treaty Settlements to Alex Nathan, Daniel Ambler and Sharon Murray, Negotiators, Te Roroa, dated 8 June 2005;
 - (ii) letters from the Office of Treaty Settlements to Alex Nathan, Daniel Ambler and Sharon Murray, Negotiators, Te Roroa, dated 3 May 2005 and 15 December 2005;
- (b) a Commercial Redress Property, the information provided by, or on behalf of, the Crown to Te Roroa as referred to in letters from the Office of Treaty Settlements to Alex Nathan, Daniel Ambler and Sharon Murray, Negotiators, Te Roroa, dated 3 May 2005, 4 May 2005, 18 July 2005, 27 July 2005, 5 August 2005, 22 August 2005 and 15 December 2005, and during a negotiation meeting on 21 April 2005;

DOC Protocol means the Protocol issued under clause 8.1 (as that Protocol may be amended under clause 8.9.1);

DOC Protocol Area means the area shown on the map attached to the DOC Protocol;

Effective Date means the date that is six months after the Settlement Date;

Eligible Registered Members of Te Roroa means the Members of Te Roroa aged 18 years or over on 9 December 2005 and registered on the register of Members of Te Roroa kept by Te Roroa;

Encumbrance means a lease, tenancy, licence to occupy, forestry right, covenant or other right affecting a property;

Entity means a body corporate or an unincorporated body such as a trust;

Environment Court means the Court referred to in section 247 of the Resource Management Act;

Financial and Commercial Redress means the Redress to be provided by the Crown under Part 11;

Fisheries Legislation means the Fisheries Act 1983, the Fisheries Act 1996, the Maori Commercial Aquaculture Claims Settlement Act, the Maori Fisheries Act, the Marine

TE ROROA DEED OF SETTLEMENT

16: DEFINITIONS AND INTERPRETATION

Reserves Act 1971, the Resource Management Act and the Treaty of Waitangi (Fisheries Claims) Settlement Act;

Fisheries Protocol means the Protocol issued under clause 8.3 (as that Protocol may be amended under clause 8.9.1);

Fisheries Protocol Area means the area shown on the map attached to the Fisheries Protocol together with the adjacent waters;

Forestry Right means the forestry right set out in Part 3 of Schedule 5 and, once signed by the Responsible Ministers (as defined in clause 12.4.1), means, if the context requires, that signed forestry right;

GST means goods and services tax chargeable under the Goods and Services Tax Act and includes for the purposes of Part 13 any interest or penalty payable in respect of, or on account of, the late or non-payment of, any GST;

Land Holding Agency means:

- (a) in respect of a Cultural Redress Property, the Department that administers the relevant property;
- (b) in respect of the Waipoua Commercial Forest, the Ministry of Agriculture and Forestry;
- (c) in respect of an Other Commercial Redress Property, the Department that Part 1 of Schedule 6 specifies as the Land Holding Agency for that property; and
- (d) in respect of each Deferred Selection Property, the Department that Part 1 of Schedule 8 specifies as the Land Holding Agency for that property but if Aranga Beach Farm Pt Lot 15 DP 1457 is a Deferred Selection Property Office of Treaty Settlements is the Land Holding Agency for that property;

Mandated Signatories means:

- (a) Alex Nathan, Moengaroa Murray and Daniel Ambler; or
- (b) on the deaths or incapacity of any one or more of those individuals, the remaining individuals or individual; or
- (c) in relation to the signing of this Deed, any two or more of those individuals;

MED Protocol means a Protocol issued under clause 8.5 (or as that Protocol may be amended under clause 8.9.1);

MED Protocol Area means the area shown on the map attached to the MED Protocol together with the adjacent waters;

Memorials means resumptive memorials imposed on land under the State-Owned Enterprises Act, the New Zealand Railways Corporation Restructuring Act or the Education Act;

Minister means a Minister of the Crown;

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

TE ROROA DEED OF SETTLEMENT

16: DEFINITIONS AND INTERPRETATION

Notice means a notice in writing given under clause 15.55 and **Notify** has a corresponding meaning;

Parties means Te Roroa and the Crown and includes, from the date the Governance Entity signs the Deed of Covenant in accordance with clause 3.4, the Governance Entity;

Protection Principles means the Protection Principles set out in paragraph 4 of Part 2 of the **Relationship Redress Schedule** as these may be changed under clause 8.15.7;

Protocol means a protocol issued under clauses 8.1-8.11 (as that Protocol may be amended under clause 8.9.1);

Redress means:

- (a) the acknowledgements and the apology given by the Crown under Part 7;
- (b) the Relationship Redress;
- (c) the Cultural Redress; and
- (d) the Financial and Commercial Redress;

Redress Value means:

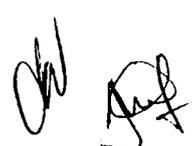
- (a) in respect of Waipoua Commercial Forest, the amount set out in clause 11.2.2;
- (b) in respect of an Other Commercial Redress Property, the amount set out in Part 1 of Schedule 6 as the Redress Value for that property; and

Relationship Redress means the Redress to be provided under Part 8;

Relationship Redress Schedule means Schedule 1;

Relevant Encumbrances means in respect of:

- (a) a Vested Cultural Redress Property, all Encumbrances described in Part 1 of Schedule 2 as affecting that property;
- (b) a Waipoua Forest Cultural Redress Property, all Encumbrances described in Part 1 of Schedule 2 as affecting that property and together with those Encumbrances described in Part 1 of Schedule 5 as affecting the Waipoua Commercial Forest to the extent they affect the Waipoua Forest Cultural Redress Property (as those Encumbrances affecting Waipoua Commercial Forest may be varied or added to under paragraph 1.2 of Part 2 of Schedule 5);
- (c) Waipoua Commercial Forest, all Encumbrances described in Part 1 of Schedule 5 as affecting the Waipoua Commercial Forest, including the Forestry Right (as those Encumbrances may be varied or added to under paragraph 1.2 of Part 2 of that Schedule); and



TE ROROA DEED OF SETTLEMENT

16: DEFINITIONS AND INTERPRETATION

- (d) an Other Commercial Redress Property, all Encumbrances described in Part 1 of Schedule 6 as affecting that property (as they may be varied or added to under paragraph 1.2 of Part 2 of that Schedule);

RFR Property has the meaning set out in the RFR Deed;

Settlement means the settlement of the Historical Claims under this Deed and the Settlement Legislation;

Settlement Date means the date which is 20 Business Days after the date this Deed becomes unconditional;

Settlement Legislation means the bill referred to in Part 4 and, where the bill has become law, means, if the context requires, the Act resulting from the passing of that bill;

Statutory Acknowledgement means the acknowledgement made by the Crown in the Settlement Legislation in relation to a Statutory Area on the terms set out in clause 8.17;

Statutory Area means an area, described in Part 3 of the Relationship Redress Schedule;

Statutory Plans means regional policy statements, regional coastal plans, district plans, regional plans and proposed plans as defined in section 2(1) of the Resource Management Act and includes proposed policy statements referred to in the First Schedule to the Resource Management Act;

Tax includes income tax, GST and gift duty;

Tax Legislation means any legislation that imposes or provides for the administration of Tax;

Te Roroa Negotiators means the Te Roroa negotiators from time to time under the Terms of Negotiation who, at the date of this Deed, are Alex Nathan, Moengaroa Murray and Daniel Ambler;

Te Roroa Values means the statement by Te Roroa of their cultural, spiritual, historic and/or traditional values relating to Te Tarehu, the text of which is set out in paragraph 3 of Part 2 of the Relationship Schedule;

Te Tarehu means the site described in Part 2 of the Relationship Schedule, or the declaration by the Settlement Legislation of that site as Te Tarehu, as the case may be;

Te Tiriti o Waitangi/the Treaty of Waitangi has the same meaning as the term "Treaty" in section 2 of the Treaty of Waitangi Act; and

Toheroa Quota RFR Area has the meaning set out in the Toheroa Quota RFR Deed;

REFERENCES TO LEGISLATION

- 16.5 In this Deed certain legislation is referred to without including the year of that legislation. The year of the legislation referred to is set out below:

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

16: DEFINITIONS AND INTERPRETATION

Antiquities Act 1975
Arbitration Act 1996
Building Act 2004
Conservation Act 1987
Continental Shelf Act 1964
Crown Entities Act 2004
Crown Forest Assets Act 1989
Crown Minerals Act 1991
Crown Proceedings Act 1950
Education Act 1989
Fisheries Act 1996
Goods and Services Tax Act 1985
Historic Places Act 1993
Land Transfer Act 1952
Maori Commercial Aquaculture Claims Settlement Act 2004
Maori Fisheries Act 2004
Maori Reserved Land Act 1955
Ministry of Agriculture and Fisheries (Restructuring) Act 1995
National Parks Act 1980
New Zealand Railways Corporation Restructuring Act 1990
New Zealand Geographic Board Act 1946
New Zealand Walkways Act 1990
Perpetuities Act 1964
Public Finance Act 1989
Reserves Act 1977
Resource Management Act 1991
State-Owned Enterprises Act 1986
Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977
Treaty of Waitangi Act 1975
Treaty of Waitangi (Fisheries Claims) Settlement Act 1992
Wildlife Act 1953.

INTERPRETATION

- 16.6 In the interpretation of this Deed, unless the context otherwise requires:
- 16.6.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
 - 16.6.2 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;
 - 16.6.3 the SO Plans referred to in this Deed (copies of which are included in Schedule 13) are for the purpose of indicating the general locations of relevant sites, properties or areas and are not intended to establish their precise boundaries;
 - 16.6.4 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
 - 16.6.5 the singular includes the plural and vice versa;
 - 16.6.6 words importing one gender include the other genders;

Two handwritten signatures in black ink are located in the bottom right corner of the page. The first signature is a cursive 'A' followed by a vertical line, and the second is a more complex cursive signature.

TE ROROA DEED OF SETTLEMENT

16: DEFINITIONS AND INTERPRETATION

- 16.6.7 a reference to a Part, clause, Schedule or attachment is to a Part, clause, Schedule or attachment of or to this Deed;
- 16.6.8 a reference in a Schedule to a paragraph means a paragraph in that Schedule;
- 16.6.9 a reference to legislation includes a reference to that legislation as amended, consolidated or substituted;
- 16.6.10 a reference to a Party in this Deed, or in any other document or agreement under this Deed, includes that Party's permitted successors;
- 16.6.11 an agreement on the part of two or more persons binds each of them jointly and severally;
- 16.6.12 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced from time to time;
- 16.6.13 a reference to a monetary amount is to New Zealand currency;
- 16.6.14 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 16.6.15 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 16.6.16 a reference to the Crown, or a Crown Agency, endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result but, in particular, does not oblige the Crown or the Government of New Zealand to propose for introduction any legislation, except where this Deed requires the Crown to introduce Settlement Legislation;
- 16.6.17 where a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect the interpretation of the clause;
- 16.6.18 in the event of a conflict between a provision in the main body of this Deed (namely, any part of this Deed except the schedules or attachments) and the schedules or attachments, then the provision in the main body of this Deed prevails;
- 16.6.19 a reference to any document as set out in, or on the terms and conditions contained in, a schedule or attachment includes that document with such amendments as may be agreed in writing between Te Roroa and the Crown;
- 16.6.20 a reference to a date on or by which something must be done includes any other date that may be agreed in writing between Te Roroa and the Crown;
- 16.6.21 where something is required to be done by or on a day which is not a Business Day, that thing must be done on the next Business Day after that day;

TE ROROA DEED OF SETTLEMENT

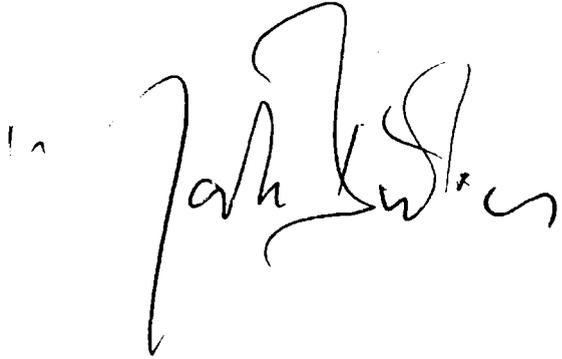
16: DEFINITIONS AND INTERPRETATION

- 16.6.22 a reference to time is to New Zealand time;
- 16.6.23 a reference to the Settlement Legislation including a provision set out in this Deed includes that provision with any amendment:
- (a) that is agreed in writing between Te Roroa and the Crown; and
 - (b) that results in a provision that is similar to that provided in this Deed and does not have a material adverse effect on either of the Parties;
- 16.6.24 a reference to a particular Minister of the Crown includes any Minister of the Crown who, under authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the relevant Act or matter; and
- 16.6.25 where the name of a reserve or other place is amended under this Deed, either the existing name or new name is used to mean that same reserve or other place.

TE ROROA DEED OF SETTLEMENT

SIGNED as a deed on 17 December 2005

SIGNED for and on behalf of HER MAJESTY THE QUEEN in right of New Zealand by the Minister in Charge of Treaty of Waitangi Negotiations in the presence of:



WITNESS P.T. Horomia

Name: PAREKURU HOROMIA
Occupation: MINISTER OF MŌORI AFFAIRS
Address: Parliament

SIGNED for and on behalf of TE ROROA by Kereihī Raniera Taoho Te Rore Rahui, Te Rauhangā Pickering, Samuel Thompson Waipoua Taoho Patuawa Netana and the Mandated Signatories in the presence of:

Kereihī Raniera Taoho Te Rore Rahui

Te Rauhangā Pickering

SAMUEL THOMPSON WAIPOUA TAHO NETANA PATUAWA

Mattias ALEX NATHAN

Morgan Aaron Murray

WITNESS

J.V. Williams
Name: J.V. WILLIAMS

Occupation: JUDGE
Address: 10 AURORA ST
PETONE



TE ROROA DEED OF SETTLEMENT

PEOPLE OF TE ROROA SIGNED BELOW TO INDICATE THEIR SUPPORT FOR THE SETTLEMENT

K.K. Soutar
A. Pickering
Haki Herewini
Hine Naera
Te Atarangi Paniora
Manjerotta
Whare Matthews Ngokuru.
Isabel Hamilton. Nathan
Maria Penney (nee Haeser)
Henare Hamilton
Hevon Birch
Pakera Te Whata.
Maryanne Sewhata
Mantha M Sewhata.
Te Whakahaoro Te Whata
Pakera
E. Blackson
Pakera Matson

TE ROROA DEED OF SETTLEMENT

PEOPLE OF TE ROROA SIGNED BELOW TO INDICATE THEIR SUPPORT FOR THE SETTLEMENT

~~John~~
John na Ngakuru Puna

Jercina Witarina Nelson (nee Pohui)
Mandy Leticia White Teke Taoko.

Kate Fentes.

John.

Manual Kuruhau Teke Taoko.

Tiatou Hori Kapu Rahui
I Birch

Isabella B. Kahu. (Taoko)

Janet Josephine Raniera Jihone Taoko.

Robert Raymond Hori Kapu Rahui (Taoko)

William George Ngakuru.

Barbara Kahu.

Polly Kuteru Motukwae

Idiale. Timoti Raperera Tuoro.

Marama Bay Miles (Tane)

Piellayna Karen Birch.

Shana Fare

Ebony Jade McKendry (Nathan)

Ch. Murray

OW

TE ROROA DEED OF SETTLEMENT

PEOPLE OF TE ROROA SIGNED BELOW TO INDICATE THEIR SUPPORT FOR THE SETTLEMENT

M. Rehu.

Raenyn Sander

Katerina Kiritea Nathan ~~_____~~

Makena Aethea Nathan

~~_____~~

~~_____~~ Hele Nathan

Mako

W. Motra
Waehtood

Pompey.

Huson E Nathan

Warren Moetara

Amienathan

~~_____~~ JOSHUA MOETARA

Orlath

Jackson Moetara
M.M. Pompey.

Ernest

Greg Bookin

David Nathan.

Reuben Birch AKA Bino

~~_____~~

Perfina Ipa.

Sam Brookling

Stokandry

Kawiti Pargone

Jurija Ipa

Richard MacBli

~~_____~~
~~_____~~

岩澤 陽子

~~_____~~

Ahina Mufwai Te Rone

~~_____~~

TE ROROA DEED OF SETTLEMENT

PEOPLE OF TE ROROA SIGNED BELOW TO INDICATE THEIR SUPPORT FOR THE SETTLEMENT

MANU KURU BERT TE RORE
~~MANU~~

TAHO
~~TAHO~~
~~TAHO~~

MIHIATA TERORE TAHO
RANI Tane
JAVIS Weatford
G. Joseph

HP
LE

Dawn. Birch
Harley Birch
Zane Birch

Dalyce
Brandon
Louis

~~Anthony Corbett~~

Joseph
Makini Ruth
Jesse Birch

Levi Birch

Justin Birch

Penhata Chadwell
Eden.C.

Dylan John

John Neko.

Mosef
Wayne

Don Neko

Toa Ariki Clausen
Munika Pataava
Kawiti

Tama

Ellanor

~~MANU~~

Aotea tarena herepete Karipa mikahere

CHRISTOPHER NOEL SIMON

~~CHRISTOPHER~~

Ch

TE ROROA DEED OF SETTLEMENT

PEOPLE OF TE ROROA SIGNED BELOW TO INDICATE THEIR SUPPORT FOR THE SETTLEMENT

Whaea Lena Cecealia Tokomikahere. H.L.G. Tokomikahere.

Tuxu Ripera Young
Arthur Reihana Ruka .

Josiah Tonotenua Birch Nathan

Mererina T Nathan

Grace Karehi Nelson - Lu.

P ~~Williams~~ & Hutchins-Williams

Ko Lenei Le Iohu O Le
Kai Wero Ki te Kawana -
Mitai Parane-Kawiti. ©