THE AFFILIATE TE ARAWA IWI/HAPU

and

THE TRUSTEES OF THE TE PUMAUTANGA O TE ARAWA TRUST

and

THE SOVEREIGN

in right of New Zealand

DEED OF SETTLEMENT OF THE HISTORICAL CLAIMS OF THE AFFILIATE TE ARAWA IWI/HAPU

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11 June 2008

TABLE OF CONTENTS

DEED OF SETTLEMENT 1

PREFACE 2

BACKGROUND TO THIS DEED 3

1 THE AFFILIATE TE ARAWA IWI/HAPU AND THE HISTORICAL CLAIMS 6

2 THE SETTLEMENT 14

3 RATIFICATION OF THE SETTLEMENT AND THE TE PUMAUTANGA TRUSTEES 20

4 SETTLEMENT LEGISLATION 21

5 OTHER ACTIONS TO COMPLETE SETTLEMENT 23

6 SUMMARY OF THE REDRESS 24

7 HISTORICAL ACCOUNT 28

8 ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN 43

9 CULTURAL REDRESS: RELATIONSHIPS 46

10 CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES 51

11 OTHER CULTURAL REDRESS 78

12 FINANCIAL AND COMMERCIAL REDRESS 101

13 TAX 113

14 CONDITIONS AND TERMINATION 121

15 MISCELLANEOUS 122

16 DEFINITIONS AND INTERPRETATION 129

DEED OF SETTLEMENT

THIS DEED is made

BETWEEN

THE AFFILIATE TE ARAWA IWI/HAPU

AND

THE TRUSTEES OF THE TE PUMAUTANGA O TE ARAWA TRUST

AND

THE SOVEREIGN in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations.

PREFACE

KARAKIA

Kororia ki te Runga Rawa, maungarongo ki te whenua, whakaaro pai ki nga tangata katoa.

HE MIHI

Tihee mauri ora!

He mihi kau ake tenei ki a koe Te Arawa mai i te Ihu o te Waka ki te Takere, e whakaatu nei i nga whakahaere mo nga whenua me nga taonga o runga i aua whenua, i riro atu ra i te Karauna na runga i te riro whenua i nga tau ki muri nei. Tenei ra kua tau te whakaaro kia whakawhitiwhiti korero tatau, ara, kia hangai tonu ki te kanohi o te Karauna, kia kaua ma te korero ki te Ropu Hapai i te Tiriti o Waitangi.

Na te whakaaro nui o koutou o nga iwi me nga hapu o Te Arawa ki te manaaki i ta te Kaihautu i whakatakoto ai ki mua i te aroaro o te Karauna, kua noho tera hei tikanga e hoki mai o tatau whenua.

Koia nei ko te hainangia tenei Pukapuka Whakataunga hei whakatuturu kau i nga whakaotinga korero i waenganui i a Te Arawa me te Karauna. E whakarite kau ana i tenei hainatanga i runga i te aroha me te whakapono o tetahi ki tetahi.

BACKGROUND TO THIS DEED

BACKGROUND TO NEGOTIATIONS

In the late 1990s the Crown began focusing on the progress of historical claims in the Central North Island. Discussions began to take place between Ministers of the Crown and various claimant representatives. In 2002 meetings were held between the Minister in Charge of Treaty Negotiations and claimant representatives, including representatives of the Affiliate Te Arawa Iwi/Hapu, to explore the possibility of progressing their historical claims through direct negotiations with the Crown.

From July to September 2003 numerous mandating hui were held at which the respective Affiliate Te Arawa Iwi/Hapu approved resolutions to enter into direct negotiations with the Crown and to appoint representatives to Nga Kaihautu o Te Arawa. A hui was held in September 2003 at which the structure of Nga Kaihautu o Te Arawa was adopted and Nga Kaihautu o Te Arawa Executive Council was officially established. At a further hui, held later that month, the election of representatives of the Affiliate Te Arawa Iwi/Hapu to Nga Kaihautu o Te Arawa Executive Council was confirmed.

During the period that the Affiliate Te Arawa Iwi/Hapu were considering whether to enter into direct negotiations with the Crown, the Waitangi Tribunal was holding initial judicial conferences to determine whether, and how, it should undertake a regional inquiry in the Central North Island region. The Affiliate Te Arawa Iwi/Hapu chose to forgo their right to have their claims heard by the Waitangi Tribunal and decided to enter into direct negotiations with the Crown. That decision was forward-looking and based on a willingness to settle the historical claims of the Affiliate Te Arawa Iwi/Hapu in the most effective and efficient manner possible.

THE SETTLEMENT NEGOTIATIONS WITH THE AFFILIATE TE ARAWA IWI/HAPU

As a result of the mandating process undertaken in 2003, Nga Kaihautu o Te Arawa Executive Council received a mandate from the Affiliate Te Arawa Iwi/Hapu to negotiate a deed of settlement with the Crown. The Crown recognised the mandate of Nga Kaihautu o Te Arawa Executive Council on 1 April 2004.

Recognition by the Crown of Nga Kaihautu o Te Arawa Executive Council's mandate was considered by the Waitangi Tribunal during 2004 and 2005. The Waitangi Tribunal released two reports into claims regarding the mandate of Nga Kaihautu o Te Arawa Executive Council: Te Arawa Mandate Report (2004) and Te Arawa Mandate Report Te Wahanga Tuarua (2005).

The Affiliate Te Arawa Iwi/Hapu and the Crown entered into:

- terms of negotiation dated 26 November 2004 (the "**Terms of Negotiation"**), which specified the scope, objectives and general procedures for the negotiations; and

- an agreement in principle dated 5 September 2005, varied on 20 December 2005, (the "**Agreement in Principle"**) recording that the Affiliate Te Arawa Iwi/Hapu and the Crown were, in principle, willing to enter into a deed of settlement on the basis of the Crown's settlement proposal set out in the Agreement in Principle.

BACKGROUND TO THIS DEED

ORIGINAL DEED OF SETTLEMENT

The Affiliate Te Arawa Iwi/Hapu and the Crown entered into a deed of settlement dated 30 September 2006 (the "**Original Deed of Settlement**") in a spirit of co-operation and compromise, and in good faith, to provide for the settlement of the Historical Claims (as defined in clause 1.9 to 1.12 of the Original Deed of Settlement).

The Original Deed of Settlement was:

- negotiated with the Crown by Nga Kaihautu o Te Arawa Executive Council on behalf of the Affiliate Te Arawa Iwi/Hapu; and

- ratified by the Affiliate Te Arawa Iwi/Hapu.

The Mandated Signatories had a mandate from the Affiliate Te Arawa Iwi/Hapu to sign the Original Deed of Settlement on behalf of the Affiliate Te Arawa Iwi/Hapu.

ACTIONS AND AGREEMENTS REACHED SINCE ORIGINAL DEED OF SETTLEMENT SIGNED

In accordance with the Original Deed of Settlement, the trustees of the Te Pumautanga o Te Arawa Trust by deed of trust dated 1 December 2006 (the "**Te Pumautanga Trust Deed**"), established the Te Pumautanga o Te Arawa Trust (the "**Te Pumautanga Trust**") as the Governance Entity (as defined in the Original Deed of Settlement) under clause 3.4 of the Original Deed of Settlement. The Te Pumautanga Trustees, as required by clause 3.5 of the Original Deed of Settlement have, as the Governance Entity, entered into the Deed of Covenant (as defined in the Original Deed of Settlement) dated 1 December 2006.

But, with the agreement of the Affiliate Te Arawa Iwi/Hapu, the Crown did not propose the Settlement Legislation (as defined in the Original Deed of Settlement) and, instead, the Crown and the Affiliate Te Arawa Iwi/Hapu have agreed that:

- the Affiliate Te Arawa Iwi/Hapu enter into the CNI Settlement Deed with the Crown and other iwi and hapu with interests in the Central North Island Forests;

- the Original Deed of Settlement be replaced by this Deed which omits any redress relating to the Central North Island Forests and includes enhancements as recognition that the Affiliate Te Arawa Iwi/Hapu have agreed to amend the Original Deed of Settlement and have their interests in the Central North Island Forests addressed through the CNI Settlement Deed; and

- as the Affiliate Te Arawa Iwi/Hapu are effectively receiving their redress under, and all the historical claims of the Affiliate Te Arawa Iwi/Hapu be settled by, this Deed and the CNI Settlement Deed, this Deed will not become unconditional until the CNI Settlement Deed becomes unconditional.

BACKGROUND TO THIS DEED

CROWN ACKNOWLEDGEMENT

The Crown acknowledges the generosity of the Te Pumautanga Trustees and the Affiliate Te Arawa Iwi/Hapu in agreeing to renegotiate their settlement under the Original Deed of Settlement. The Crown further acknowledges the significant contribution made by the Te Pumautanga Trustees towards the resolution of the historical claims of other Central North Island iwi over the Central North Island Forests.

THIS DEED OF SETTLEMENT

This Deed of Settlement has been:

- negotiated with the Crown by the Te Pumautanga Trustees on behalf of the Affiliate Te Arawa Iwi/Hapu; and

- ratified by the Affiliate Te Arawa Iwi/Hapu.

Accordingly, the Affiliate Te Arawa Iwi/Hapu 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 1.9 to 1.12).

1 THE AFFILIATE TE ARAWA IWI/HAPU AND THE HISTORICAL CLAIMS

INTRODUCTION

1.1 This Deed records the agreement of the Affiliate Te Arawa Iwi/Hapu and the Crown to settle the Historical Claims.

1.2 This Part sets out definitions of the Crown, the Affiliate Te Arawa Iwi/Hapu, 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 2.9, 10.1, 10.4, 10.30, 10.32, 11.1, 11.13, 11.19, 11.20, 12.26, 12,27, 12,29, 12.32, 13.18, 15.4 and 15.5;

1.3.2 Part 16; and

1.3.3 the Schedules, including the Claimant Definition Schedule and Part 2 of Schedule 5 (Deferred Selection Properties).

THE CROWN

1.4 **The Crown** has the meaning given to it in section 2(1) of the Public Finance Act (which in summary, as 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;

(b) a Crown entity; or

(c) a State enterprise).

1: THE AFFILIATE TE ARAWA IWI/HAPU AND THE HISTORICAL CLAIMS

THE AFFILIATE TE ARAWA IWI/HAPU AND RELATED TERMS

1.5 **Affiliate Te Arawa Iwi/Hapu**:

1.5.1 means the iwi and hapu of Te Arawa affiliated to the Te Pumautanga Trust, comprising the following 11 collective groups defined by that name in the Claimant Definition Schedule:

(a) Ngati Ngararanui (including Ngati Tamahika and Ngati Tuteaiti);

(b) Ngati Kearoa Ngati Tuara;

(c) Ngati Tura – Ngati Te Ngakau;

(d) Ngati Te Roro o Te Rangi;

(e) Ngati Tuteniu;

(f) Ngati Uenukukopako;

(g) Tuhourangi Ngati Wahiao;

(h) Ngati Tahu – Ngati Whaoa;

(i) Ngati Pikiao (excluding Ngati Makino);

(j) Ngati Rongomai; and

(k) Ngati Tarawhai; and

1.5.2 includes every individual of which a collective group is composed and who is included in the definition of the group in the Claimant Definition Schedule.

1.6 **Affiliate Te Arawa Iwi/Hapu Ancestor** means each of the following individuals defined by that term in the Claimant Definition Schedule:

1.6.1 Ngati Ngararanui Ancestor;

1.6.2 Ngati Kearoa Ngati Tuara Ancestor;

1.6.3 Ngati Tura – Ngati Te Ngakau Ancestor;

1.6.4 Ngati Te Roro o Te Rangi Ancestor;

1.6.5 Ngati Tuteniu Ancestor;

1.6.6 Ngati Uenukukopako Ancestor;

1.6.7 Tuhourangi Ngati Wahiao Ancestor;

1.6.8 Ngati Tahu – Ngati Whaoa Ancestor;

1.6.9 Ngati Pikiao Ancestor;

1.6.10 Ngati Rongomai Ancestor; and

1.6.11 Ngati Tarawhai Ancestor.

1.7 **Member of the Affiliate Te Arawa Iwi/Hapu** means each individual referred to in clause 1.5.2.

1.8 **Representative Entity** means:

1.8.1 the Te Pumautanga Trustees; and

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

(a) any one or more collective groups referred to in clause 1.5.1;

(b) any one or more Members of the Affiliate Te Arawa Iwi/Hapu; and/or

(c) any one or more of the iwi, hapu, whanau, or groups of individuals referred to in the definitions of the collective groups in the Claimant Definition Schedule.

THE AFFILIATE TE ARAWA IWI/HAPU HISTORICAL CLAIMS

1.9 **Historical Claims** means:

1.9.1 (subject to clause 1.11) every claim (whether or not the claim has arisen or been considered, researched, registered, notified or made by or on the Settlement Date) that the Affiliate Te Arawa Iwi/Hapu (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:

(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;

1.9.2 subject to clause 1.11.10, every claim to the Waitangi Tribunal to which clause 1.9.1 applies and that relates exclusively to the Affiliate Te Arawa Iwi/Hapu (or a Representative Entity) including:

(a) Wai 57 (Ngati Tahu Lands claim);

(b) Wai 77 (Peka and Rotomahana Parekarangi 6S claim);

(c) Wai 115 (Sewage Rates claim);

(d) Wai 153 (Whakarewarewa claim);

(e) Wai 155 (Te Haira Whanau claim);

(f) Wai 164 (Paengaroa South Geothermal claim);

(g) Wai 165 (Rotoma Inc and Matawhaura (part of the Lake Rotoiti Scenic Reserve) Development Scheme claim);

(h) Wai 193 (Waitangi No 3 (Soda Springs) claim);

(i) Wai 194 (Taheke 8C Inc claim);

(j) Wai 195 (Manupirua Baths claim);

(k) Wai 196 (Pukaretu Reservation claim);

(l) Wai 198 (Mourea Paehinahina claim);

(m) Wai 199 (Ruahina Kuharua Inc claim);

(n) Wai 204 (Tuhourangi (Whakarewarewa) Geothermal claim);

(o) Wai 205 (Ngati Pikiao (Haumingi 1A1 Trust) Geothermal claim);

(p) Wai 217 (Waikato River (Atiamuri to Huka) claim);

(q) Wai 233 (Tarawera Lands claim);

(r) Wai 252 (Tarewa East 3B10 claim);

(s) Wai 282 (Whakarewarewa Village claim);

(t) Wai 288 (Kaingaroa Forest claim);

(u) Wai 361 (Whakapoungakau 1B3B claim);

(v) Wai 363 (Tuhourangi Taonga Tukuiho claim);

(w) Wai 391 (Ngati Tura and Ngati Te Ngakau Claims Committee (Rotorua Railway Lands) claim);

(x) Wai 453 (Whakarewarewa Rugby Community Sports Inc claim);

(y) Wai 531 (Horohoro State Forest claim);

(z) Wai 675 (Lake Okataina and Surrounding Lands claim);

(aa) Wai 749 (Rotoiti Native Township claim);

(bb) Wai 803 (Ohaaki Geothermal Lands and Taonga claim);

(cc) Wai 837 (Ngati Whaoa Rohe claim);

(dd) Wai 839 (Wairakei Block claim);

(ee) Wai 840 (Whirinaki Block claim);

(ff) Wai 911 (Ngati Tahu and Ngati Whaoa Lands and Resources claim);

(gg) Wai 918 (Lake Rotorua and Rotorua Airport claim);

(hh) Wai 980 (Ngati Tuteniu Thermal Springs claim);

(ii) Wai 1053 (Kaikokopu Block Crown Proclamation claim);

(jj) Wai 1075 (Ngati Uenukukopako Atiamuri and Ohakuri Lands and Lakes claim);

(kk) Wai 1103 (Ngati Hinemihi Te Ariki and Punaromia Land claim);

(ll) Wai 1194 (Taumanu Land claim);

(mm) Wai 1199 (Ngati Ngararanui Lands and Waterways claim);

(nn) Wai 1205 (Ngati Tura and Ngati Te Ngakau Lands and Resources claim);

(oo) Wai 1209 (Ngati Hinekura Lands and Resources claim);

(pp) Wai 1210 (Owhata 1XA and Associated Lands claim);

(qq) Wai 1213 (Ngati Rongomai o Ngati Pikiao Lands and Resources claim);

(rr) Wai 1214 (Taui Takarei and Te Ao Kahira Te Putu Trust claim);

(ss) Wai 1215 (Ngati Hinekura o Ngati Pikiao Lands and Resources claim);

(tt) Wai 1217 (Ngati Whaoa Rohe claim); and

(uu) Wai 1252 (Ngati Tuteniu Lands and Resources claim); and

1.9.3 subject to clause 1.11.10, every other claim to the Waitangi Tribunal to which clause 1.9.1 applies so far as it relates to the Affiliate Te Arawa Iwi/Hapu or a Representative Entity including:

(a) Wai 7 (Te Ariki Lands claim);

(b) Wai 154 (Uenukukopako (Rotokawa Baths) claim);

(c) Wai 197 (Rotoiti 15 Inc claim);

(d) Wai 262 (Indigenous Flora and Fauna claim);

(e) Wai 268 (Whakarewarewa Geothermal Valley claim);

(f) Wai 293 (Horohoro State Forest claim);

(g) Wai 296 (Maketu Estuary claim);

(h) Wai 317 (Whakarewarewa and Horohoro State Forests claim);

(i) Wai 319 (Kaingaroa Forest claim);

(j) Wai 335 (Pukeroa Oruawhata Geothermal Resource claim);

(k) Wai 384 (Ohinemutu Village claim);

(l) Wai 459 (Tuhourangi and Ngati Makino claim);

(m) Wai 471 (Te Tumu Kaituna Lands claim);

(n) Wai 550 (Rotoehu Forest (Ngati Pikiao) claim);

(o) Wai 628 (Tahorakuri No 2 Block claim);

(p) Wai 676 (Te Awa o Ngatoroirangi claim);

(q) Wai 681 (Deregulation of Broadcasting and Rika Whanau claim);

(r) Wai 787 (Atiamuri ki Kaingaroa (Simon) claim);

(s) Wai 791 (Volcanic Interior Plateau claim);

(t) Wai 929 (Ohau Taupiri Block claim);

(u) Wai 1032 (Tahunaroa, Waitahanui and Whakarewa Blocks claim);

(v) Wai 1101 (Maketu Peninsula Lands claim);

(w) Wai 1141 (Harry and Rangi Hodge Whanau Trust claim);

(x) Wai 1195 (Parakiri and Associated Land Blocks claim);

(y) Wai 1204 (Ngongotaha Maunga claim);

(z) Wai 1212 (Nga Uri o Nga Tokotoru o Manawakotokoto Lands and Resources claim);

(aa) Wai 1356 (Ngati Whakaue Compulsory Land Acquisition claim); and

(bb) Wai 1357 (Rukingi Te Wharetutaki Haupapa claim).

1.10 Clause 1.9.1 is not limited by clauses 1.9.2 or 1.9.3.

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

1.11.1 a claim that a Member of the Affiliate Te Arawa Iwi/Hapu, or an iwi, hapu, whanau, or group referred to in paragraphs 1.1.3, 1.3.3, 1.5.3, 1.7.3, 1.9.3, 1.11.3, 1.13.3, 1.15.3, 1.17.3, 1.19.3 or 1.21.3 of the Claimant Definition Schedule, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not an Affiliate Te Arawa Iwi/Hapu Ancestor;

1.11.2 Wai 275 (which relates exclusively to Ngati Makino);

1.11.3 Wai 459, Wai 550 and Wai 1032 so far as those claims relate to Ngati Makino;

1.11.4 all claims settled by the Deed of Agreement between the Minister of Justice on behalf of the Crown and Pukeroa-Oruawhata Trustees and the Proprietors of Ngati Whakaue Tribal Lands Incorporation for and on behalf of the People of Ngati Whakaue in relation to Wai 94 (23 September 1993);

1.11.5 all claims settled by the Final Agreement between the Minister of Justice on behalf of the Crown and the Trustees of Ngati Rangiteaorere for and on behalf of the people of Ngati Rangiteaorere in relation to Wai 32 (21 October 1993);

1.11.6 all claims settled by the Deed of Agreement between Her Majesty the Queen acting by the Minister in Charge of Treaty of Waitangi Negotiations and the Proprietors of Rotoma No. 1 Block Incorporated (6 October 1996);

1.11.7 a claim that a Representative Entity may have to the extent that claim is, or is based on, a claim referred to in clause 1.11.1-1.11.3;

1.11.8 the Te Arawa Lakes Historical Claims as defined in clauses 1.12 to 1.14 of the Deed of Settlement of the Te Arawa Lakes Historical Claims and Remaining Annuity Issues (18 December 2004);

1.11.9 the Te Arawa Lakes Remaining Annuity Issues as defined in clause 1.15 of the Deed of Settlement of the Te Arawa Lakes Historical Claims and Remaining Annuity Issues (18 December 2004); and

1.11.10 claims settled by the CNI Settlement Deed.

1.12 To avoid doubt, **Historical Claims** also includes any and all parts of Wai 32 and Wai 94 not settled by the deeds or agreements referred to in clauses 1.11.4 and 1.11.5, so far as they relate to the Affiliate Te Arawa Iwi/Hapu (or a Representative Entity).

2 THE SETTLEMENT

THE SETTLEMENT TO ENHANCE THE ONGOING RELATIONSHIP BETWEEN THE AFFILIATE TE ARAWA IWI/HAPU AND THE CROWN

2.1 The Settlement of the Historical Claims under this Deed is intended to enhance the ongoing relationship between the Affiliate Te Arawa Iwi/Hapu and the Crown (both in terms of Te Tiriti o Waitangi/the Treaty of Waitangi, its principles and otherwise).

THE HISTORICAL CLAIMS ARE SETTLED

2.2 The Affiliate Te Arawa Iwi/Hapu and the Crown agree that this Deed settles the Historical Claims from the Settlement Date.

2.3 The Affiliate Te Arawa Iwi/Hapu release and discharge the Crown, from the Settlement Date, from all obligations and liabilities in respect of the Historical Claims.

THE CROWN IS TO PROVIDE REDRESS

2.4 The Crown must provide the Redress set out in:

2.4.1 Part 8: Acknowledgements and Apology by the Crown;

2.4.2 Part 9: Cultural Redress: Relationships;

2.4.3 Part 10: Cultural Redress: Cultural Redress Properties;

2.4.4 Part 11: Other Cultural Redress; and

2.4.5 Part 12: Financial and Commercial Redress.

REDRESS IS TO BE PROVIDED TO THE TE PUMAUTANGA TRUSTEES

2.5 The Crown must provide the Redress under Parts 9, 10, 11 and 12 to the Te Pumautanga Trustees on behalf of the Affiliate Te Arawa Iwi/Hapu (unless this Deed provides otherwise).

THE SETTLEMENT DOES NOT AFFECT CERTAIN RIGHTS OR DECISIONS

2.6 Nothing in this Deed:

2.6.1 extinguishes or limits any aboriginal title, or customary rights, that the Affiliate Te Arawa Iwi/Hapu may have;

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

2.6.3 (except as expressly provided in or under this Deed) affects any right that the Affiliate Te Arawa Iwi/Hapu, 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

2.6.4 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 Act 1983, the Fisheries Act, the Foreshore and Seabed Act, the Maori Commercial Aquaculture Claims Settlement Act, the Maori Fisheries Act, the Marine Reserves Act, the Resource Management Act and the Treaty of Waitangi (Fisheries Claims) Settlement Act.

2.7 Clause 2.6 does not limit clauses 2.2 or 2.3.

ACKNOWLEDGEMENTS CONCERNING THE SETTLEMENT AND ITS FINALITY

2.8 The Affiliate Te Arawa Iwi/Hapu acknowledge that:

2.8.1 it is intended that the Settlement, and the rights of the Affiliate Te Arawa Iwi/Hapu and the Te Pumautanga Trustees, under this Deed:

(a) will be for the benefit of the Affiliate Te Arawa Iwi/Hapu; and

(b) may be for the benefit of particular individuals or a particular whanau, hapu or group of individuals if the Te Pumautanga Trustees so determine in accordance with the Pumautanga Trust's procedures; and

2.8.2 the Settlement and the obligations of the Affiliate Te Arawa Iwi/Hapu and the Te Pumautanga Trustees under this Deed will be binding on the Affiliate Te Arawa Iwi/Hapu and any Representative Entity.

2.9 The Affiliate Te Arawa Iwi/Hapu acknowledge and agree (and the Settlement Legislation will provide) that, with effect from the Settlement Date:

2.9.1 the Settlement is final;

2.9.2 the Crown is released and discharged from all obligations and liabilities in respect of the Historical Claims;

2.9.3 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);

2.9.4 the following legislation (the "**Land Claims Statutory Protection Legislation**") does not apply to a Cultural Redress Property, to Matawhaura (part of the Lake Rotoiti Scenic Reserve), to Otari Pa, or to a Commercial Redress Property, 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 3 of the Crown Forest Assets Act; and

(e) Part 3 of the New Zealand Railways Corporation Restructuring Act;

2.9.5 clause 2.9.4 in relation to a Deferred Selection Property:

(a) applies to the Deferred Selection Property only if the Te Pumautanga Trustees select the Deferred Selection Property under clause 12.20; and

(b) lapses if the agreement constituted for the Deferred Selection Property by clause 12.20 is cancelled;

2.9.6 clause 2.9.4 applies to Matawhaura (part of the Lake Rotoiti Scenic Reserve) and Otari Pa only from the Vesting Date in clause 10.32; and

2.9.7 neither the Affiliate Te Arawa Iwi/Hapu, nor any Representative Entity, have the benefit of the Land Claims Statutory Protection Legislation.

2.10 The Settlement Legislation will provide that:

2.10.1 the chief executive of LINZ must issue to the Registrar-General of Land one or more certificates that identify (by reference to the relevant legal description, certificate of title or computer register) each allotment that is:

(a) all, or part, of:

(i) a Cultural Redress Property;

(ii) Matawhaura (part of the Lake Rotoiti Scenic Reserve);

(iii) Otari Pa; or

(iv) a Commercial Redress Property; and

(b) contained in a certificate of title or computer register that has a memorial entered under any of the Land Claims Statutory Protection Legislation;

2.10.2 the chief executive of LINZ must issue a certificate under clause 2.10.1 as soon as reasonably practicable after:

(a) the Settlement Date, in the case of each Cultural Redress Property other than Roto-a-Tamaheke and Whakarewarewa Thermal Springs Reserve;

(b) the date appointed by Order in Council under clause 10.30.2, in respect of Roto-a-Tamaheke and Whakarewarewa Thermal Springs Reserve;

(c) the Vesting Date in clause 10.32, in the case of Matawhaura (part of the Lake Rotoiti Scenic Reserve) and Otari Pa; or

(d) the Actual Deferred Settlement Date, in the case of each Deferred Selection Property;

2.10.3 each certificate must state the section of the Settlement Legislation that it is issued under; and

2.10.4 the Registrar-General of Land must, as soon as is reasonably practicable after receiving a certificate referred to in clause 2.10.1:

(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.

2.11 The Affiliate Te Arawa Iwi/Hapu acknowledge and agree that neither the Affiliate Te Arawa Iwi/Hapu, nor a Representative Entity, will object to the removal by legislation of memorials entered under any of the Land Claims Statutory Protection Legislation.

ACKNOWLEDGEMENTS CONCERNING THE SETTLEMENT AND THE REDRESS

2.12 The Affiliate Te Arawa Iwi/Hapu and the Crown acknowledge that:

2.12.1 the Settlement represents the result of intensive negotiations conducted in good faith and in a spirit of co-operation and compromise;

2.12.2 the Parties have acted honourably and reasonably in relation to the Settlement;

2.12.3 the Crown has applied a set of general guidelines during these negotiations to ensure a fair approach to the negotiation of historical claims while also seeking to treat each claim on its merits;

2.12.4 the Crown seeks to achieve fairness between claims so that similar claims receive a similar level of financial and commercial redress;

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

2.12.6 land in the public conservation estate is not generally available for use in Treaty settlements apart from individual sites of special cultural significance;

2.12.7 it is not possible to fully compensate the Affiliate Te Arawa Iwi/Hapu for all the loss and prejudice suffered;

2.12.8 this foregoing of full compensation is intended by the Affiliate Te Arawa Iwi/Hapu to contribute to the development of New Zealand;

2.12.9 the decision of the Affiliate Te Arawa Iwi/Hapu in relation to the settlement is a decision that the Affiliate Iwi/Hapu take for themselves alone and it does not purport to affect the position of other tribes; and

2.12.10 taking all matters into consideration (some of which are specified in this clause), the Settlement is fair in the circumstances.

ACKNOWLEDGEMENT IN RELATION TO MOUNT NGONGOTAHA

2.13 The Affiliate Te Arawa Iwi/Hapu and the Crown acknowledge that:

2.13.1 Mount Ngongotaha is of great traditional, cultural, historical, and spiritual importance to Ngati Whakaue in particular, and to Te Arawa in general; and

2.13.2 some Te Arawa iwi/hapu, including certain Ngati Whakaue hapu, are not part of the Affiliate Te Arawa Iwi/Hapu.

2.14 The Affiliate Te Arawa Iwi/Hapu and the Crown agree that at the time the Crown enters into negotiations with certain Ngati Whakaue hapu for the settlement of their remaining historical claims, the Crown and the Te Pumautanga Trustees will discuss with certain Ngati Whakaue hapu the vesting in fee simple (subject to the existing reserve classification) of 51 hectares, approximately, being Part Rotohokahoka D North 6 in an entity which is representative of all Ngati Whakaue.

3 RATIFICATION OF THE SETTLEMENT AND THE TE PUMAUTANGA TRUSTEES

THIS DEED HAS BEEN RATIFIED

3.1 The Affiliate Te Arawa Iwi/Hapu confirm that:

3.1.1 the Original Deed of Settlement was ratified in 2006 by the Affiliate Te Arawa Iwi/Hapu by virtue of a majority of 97% of the valid votes cast in a postal ballot of the Eligible Members of the Affiliate Te Arawa Iwi/Hapu; and

3.1.2 this Deed of Settlement, and the authority of the Te Pumautanga Trustees to sign it, were ratified by the Affiliate Te Arawa Iwi/Hapu by virtue of a majority of 98% of the valid votes cast in a postal ballot of the Eligible Members of the Affiliate Te Arawa Iwi/Hapu.

3.2 The Crown confirms that it is satisfied:

3.2.1 with the ratification of this Deed by the Affiliate Te Arawa Iwi/Hapu; and

3.2.2 with the mandate of the Te Pumautanga Trustees from the Affiliate Te Arawa Iwi/Hapu to sign this Deed on behalf of the Affiliate Te Arawa Iwi/Hapu; and

3.2.3 that it is appropriate that the Te Pumautanga Trustees receive the Redress.

REDRESS AGREED TO BY CABINET

3.3 The Crown confirms that the Redress to be provided under this Deed was agreed to by Cabinet on 12 May 2008.

AGREEMENT BY THE TE PUMAUTANGA TRUSTEES

3.4 The Te Pumautanga Trustees:

3.4.1 confirm the agreements and acknowledgements made by the Affiliate Te Arawa Iwi/Hapu under this Deed; and

3.4.2 agree to comply with their obligations in this Deed.

3.5 For the avoidance of doubt it is confirmed that the Te Pumautanga Trustees enter into this Deed as trustees for the Te Pumautanga Trust and not in any personal capacity and that the liability of the Te Pumautanga Trustees is limited to the assets for the time being of the Te Pumautanga Trust.

4 SETTLEMENT LEGISLATION

INTRODUCTION OF SETTLEMENT LEGISLATION

4.1 The Crown must (subject to clause 4.2) propose Settlement Legislation for introduction on, or as soon as possible after, 24 June 2008 and on a day before the day on which the CNI Legislation is proposed for introduction.

CONTENT AND COMING INTO FORCE 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;

4.2.2 include a provision that it comes into force on a date to be appointed by the Governor-General by Order in Council; and

4.2.3 be in a form that:

(a) the Te Pumautanga Trustees have Notified the Crown is satisfactory to the Te Pumautanga Trustees; and

(b) is satisfactory to the Crown.

4.3 The Crown must procure that the Governor-General is advised to make the Order in Council under clause 4.2.2 so that:

4.3.1 the date appointed for the Settlement Legislation to come into force is later than the date that the CNI Legislation comes into force; and

4.3.2 the Settlement Date is later than the "Settlement Date" as defined in the CNI Legislation.

THE TE PUMAUTANGA TRUSTEES TO SUPPORT SETTLEMENT AND OTHER LEGISLATION

4.4 The Te Pumautanga Trustees must support the passage through Parliament of:

4.4.1 the Settlement Legislation;

4.4.2 any legislation introduced under clause 5.2.2 to terminate proceedings in relation to an Historical Claim;

4.4.3 the CNI Legislation; and

4.4.4 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 Te Pumautanga Trustees must use their best endeavours to, by or on the Settlement Date, deliver to the Crown notices of discontinuance:

5.1.1 of every proceeding listed in clause 1.9.2 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 Te Pumautanga Trustees do not deliver to the Crown by or on the Settlement Date all notices of discontinuance required by clause 5.1:

5.2.1 the Te Pumautanga Trustees must continue to use their 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 LANDBANK ARRANGEMENTS

5.4 The Crown may, after the Settlement Date, cease to operate any landbank arrangement in relation to the Affiliate Te Arawa Iwi/Hapu (or a Representative Entity) except to the extent necessary to give effect to this Deed.

6 SUMMARY OF THE REDRESS

6.1 This Part sets out a summary of the Redress to be provided by the Crown, if this Deed becomes unconditional, under:

6.1.1 Part 8: Acknowledgements and Apology by the Crown;

6.1.2 Part 9: Cultural Redress: Relationships;

6.1.3 Part 10: Cultural Redress: Cultural Redress Properties;

6.1.4 Part 11: Other Cultural Redress; and

6.1.5 Part 12: Financial and Commercial Redress.

6.2 This Part:

6.2.1 sets out only a summary of the Redress to be provided;

6.2.2 is not an operative part of this Deed; and

6.2.3 does not affect the interpretation of any other provision of this Deed.

6.3 The Redress includes:

ACKNOWLEDGEMENTS AND APOLOGY

6.3.1 acknowledgements and an apology by the Crown;

CULTURAL REDRESS: RELATIONSHIPS

6.3.2 Cultural Redress, including:

Protocols with Ministers

(a) the issue of Protocols to the Te Pumautanga Trustees by each of the following Ministers:

(i) the Minister of Conservation;

(ii) the Minister of Fisheries; and

(iii) the Minister for Arts, Culture and Heritage;

Relationship Agreement with the Ministry for the Environment

(b) annual meetings with the Ministry for the Environment to discuss the performance of local government in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions of the Resource Management Act, and other resource management issues, within the Area of Interest;

Promotion of Relationships with Councils

(c) letters written by the Minister in Charge of Treaty of Waitangi Negotiations to the Rotorua District Council, Environment Waikato and Environment Bay of Plenty encouraging each council to enter into a memorandum of understanding (or a similar document) with the Te Pumautanga Trustees concerning interaction between each council and the Te Pumautanga Trustees;

CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

(d) vesting in the Te Pumautanga Trustees the 24 Cultural Redress Properties listed in clause 10.1.1;

(e) the future vesting of Matawhaura (part of Lake Rotoiti Scenic Reserve) and Otari Pa in an entity to be established that represents individuals who are descended from Pikiao;

(f) transfer of the Geothermal Assets for nil consideration;

OTHER CULTURAL REDRESS

Statutory Acknowledgement in relation to certain areas

(g) making a Statutory Acknowledgement by the Crown of the association of the Affiliate Te Arawa Iwi/Hapu with the following areas (copies of SO plans are included in Schedule 7 indicating the general location of those areas):

(i) the Matahana Ecological Area;

(ii) the following waterways within the Area of Interest:

(aa) part of the Kaituna River;

(bb) part of the Tarawera River;

(cc) part of the Waikato River (Atiamuri Dam to Huka Falls);

(dd) the Waiteti Stream; and

(ee) the Ngongotaha Stream;

(iii) Otari Pa;

(iv) parts of the Whakarewarewa Forest known as the Lake Rotokakahi/Lake Tikitapu Covenant Areas; and

(v) the geothermal water and geothermal energy located in the Rotorua Region Geothermal System;

Deed of Recognition in relation to certain areas

(h) granting a Deed of Recognition to the Te Pumautanga Trustees in relation to the Matahana Ecological Area;

Whenua Rahui

(i) declaring the following sites to be Whenua Rahui:

(i) Rainbow Mountain Scenic Reserve - Maunga Kakaramea;

(ii) part of the Lake Tarawera Scenic Reserve;

(iii) part of the Mount Ngongotaha Scenic Reserve; and

(iv) Matawhaura (part of the Lake Rotoiti Scenic Reserve);

(j) the Crown acknowledging the Affiliate Te Arawa Iwi/Hapu Values in relation to the Whenua Rahui;

(k) enabling agreement on Protection Principles directed at the Minister of Conservation avoiding harming or diminishing the Affiliate Te Arawa Iwi/Hapu Values;

Special Classification

(l) declaring the following sites vested in the Rotorua District Council to be Specially Classified Reserves;

(i) Recreation Reserve at Hannah's Bay (including Otauira Swamp) and the Esplanade Land and the Karamuramu Baths Land;

(ii) Recreation Reserve adjacent to Waiteti Stream (including Te Kahupapa and Te Hinahina); and

(iii) Recreation Reserve adjacent to Lake Okareka (known as Boyes Beach);

(m) the Crown acknowledging the Affiliate Te Arawa Iwi/Hapu Values in relation to the Specially Classified Reserves;

(n) giving effect to Protection Principles in respect of the Specially Classified Reserves directed at the Rotorua District Council avoiding harming or diminishing the Affiliate Te Arawa Iwi/Hapu Values whilst having regard to wider local community values;

Karamuramu Baths

(o) the future vesting in the Te Pumautanga Trustees of the Karamuramu Baths Land on the expiry of the lease defined in clause 11.13.2; and

Place names

(p) renaming Whakapoungakau as Rangitoto Peak and assigning the place name Whakapoungakau Range;

FINANCIAL AND COMMERCIAL REDRESS

6.3.3 Financial and Commercial Redress comprising:

(a) the transfer of the Licensed Land with a Redress Value of $4,000,000;

(b) the right to purchase Deferred Selection Properties exercisable at any time within six months after the Settlement Date at a purchase price to be agreed or determined under Part 12; and

(c) the amount, if any, payable under clause 15.20.

7 HISTORICAL ACCOUNT

INTRODUCTION

7.1 The Affiliate Te Arawa Iwi/Hapu traditionally exercised customary interests within the approximately 1,150,000 acre area from the Bay of Plenty coast to the inland Rotorua lakes and into the interior to the Mamaku ranges and Kaingaroa forest. Other iwi and hapu also exercised customary interests within this area.

7.2 The Affiliate Te Arawa Iwi/Hapu traditionally operated as quite independent entities, with some coming together for mutual defence and cooperation when confronted by external threats from outside parties or when prompted by common interests. The Affiliate Te Arawa Iwi/Hapu held their land and resources in customary tenure where tribal and hapu collective ownership was paramount.

7.3 A small number of Pakeha traders and missionaries settled in the Maketu, Rotorua and Tarawera areas in the 1830s. The Affiliate Te Arawa Iwi/Hapu in Maketu and the inland lakes areas were intent on engaging with the new opportunities created by the opening up of trade and commerce between different tribal areas after 1840, and particularly by the growing Auckland market. They purchased coastal vessels to transport their trade goods, including flax, pigs, potatoes and other produce to Auckland. By the 1850s they were constructing mills and producing flour and wheat. A fledgling tourist trade also developed in the 1840s and 1850s. Local Maori acted as guides escorting travellers who passed through the area, attracted by the many hot springs and sights like the Pink and White Terraces at Tarawera.

7.4 The first official Crown presence in the area came with the appointment of a Police Magistrate and sub-protector of Aborigines at Maketu in 1842. There was increasing engagement between many Affiliate Te Arawa Iwi/Hapu and the Crown in the 1850s and early 1860s. The Crown stationed a Resident Magistrate at Maketu in 1852, whose main role was mediating disputes between Maori with the assistance of Maori assessors. The Crown also provided assistance to some Affiliate Te Arawa Iwi/Hapu in this period for the purchase of vessels and mills and in the building of roads.

7.5 In 1860 the Governor called a conference at Kohimarama, in part to sound out Maori opinion on issues including the Treaty of Waitangi, law and order, and land. Representatives of some Affiliate Te Arawa Iwi/Hapu attended the conference. They expressed their support for the Queen and indicated their interest in engaging with the Crown on issues that affected them. The conference, which lasted almost a month, also canvassed possible means of ascertaining ownership of Maori land. Crown officials suggested that Maori runanga operating under the supervision of a Pakeha official could be established to investigate land disputes. The Crown agreed to reconvene the conference the following year, but the new Governor adopted a different approach.

7.6 In 1861 the Governor initiated a scheme by which village and district runanga were set up under Pakeha officials. These could propose bylaws to the Governor, which would be enforced by resident Magistrates and Maori Assessors. It was intended that the District Runanga define tribal interests in land, but little came of this plan. Some Affiliate Te Arawa Iwi/Hapu had already established runanga in the late 1850s to assist in the management of their affairs and a number initially supported the

Governor's scheme. Village runanga were established at Maketu, Rotoiti and Okataina, Rotorua and Tarawera. The scheme was, however, ultimately unsuccessful at a national level and was discontinued in 1866.

7.7 From the mid-1860s many Te Arawa fought as allies of the Crown in the New Zealand wars. The conflict put a stop to tourism in the area for a time.

7.8 From 1866 several private parties began to negotiate with Affiliate Te Arawa Iwi/Hapu over land. The majority of these negotiations were for leases. By the late 1860s, however, few Pakeha had settled within the areas in which the Affiliate Te Arawa Iwi/Hapu had interests, and almost all Te Arawa land remained in customary tenure.

The Native Land Laws

7.9 By the early 1860s the Crown had legislated a new system of dealing with native land. Under the Native Land Acts of 1862 and 1865 the Crown established the Native Land Court to determine the owners of Maori land "according to Native Custom" and to convert customary title into title derived from the Crown. The Native Land Acts also set aside the Crown's pre-emptive right of land purchase, to give individual Maori named as owners by the Court the same rights as Pakeha to lease and sell their lands to private parties as well as the Crown.

7.10 The Crown aimed, with these measures, to provide a means by which disputes over the ownership of lands could be settled and facilitate the opening up of Maori customary lands to colonisation. It was expected that land title reform would eventually lead Maori to abandon the tribal and communal structures of traditional land holdings. Converting customary lands into land held under the British title system would also give Maori landowners the right to vote. However, it was the perceived failure of the pre-emption purchase system that provided the immediate impetus for Parliamentary action in 1862.

7.11 The Native Land Acts introduced a significant change to the native land tenure system. Customary tenure was able to accommodate the multiple and overlapping interests of different iwi and hapu to the same piece of land. The Court was not designed to accommodate the complex and fluid customary land usages of Maori within its processes, because it assigned permanent ownership. In addition, land rights under customary tenure were generally communal but the new land laws gave land rights to individuals. The Crown had generally canvassed views on land issues at the 1860 Kohimarama conference but did not consult with Affiliate Te Arawa Iwi/Hapu on the native land legislation prior to its enactment.

7.12 Maori had no alternative but to use the Court if they wished to secure legal title to their lands, including securing title against the competing claims of others. A freehold title from the Court was necessary if Maori wanted to sell or legally lease land, or to use it as security to enable development of the land. The Court's investigation of title for land could be initiated with an application in writing by any Maori. The Court did not act on all applications but in some instances surveys or investigations of title proceeded without the support of all of the hapu who claimed interests in the lands. In most cases the land was surveyed and then the Court (which consisted of a Pakeha judge and a Maori assessor or assessors) would hear the claims of the claimants and any counter-claimants. Those the Court determined were owners received a certificate of title.

7: HISTORICAL ACCOUNT

Introduction of the Native Land Court in Affiliate Te Arawa Iwi/Hapu Area

7.13 The Native Land Court started hearing the first substantive claims of land ownership involving Affiliate Te Arawa Iwi/Hapu in October 1867. Court hearings were held at Oruanui, near Taupo, concerning lands claimed by Ngati Tahu-Ngati Whaoa and other Affiliate Te Arawa Iwi/Hapu. Hearings were also started at Maketu to hear the claims of Affiliate Te Arawa Iwi/Hapu and others to land in the heavily contested coastal Bay of Plenty area.

7.14 The introduction of the Court in these areas in the late 1860s and early 1870s drew a variety of responses from Affiliate Te Arawa Iwi/Hapu. Some engaged with the Court's hearings from the outset, for varying reasons. Ngati Tahu sought to gain secure titles to assist their leasing of land and, later, to secure their lands against potential claims from people from other areas. Others objected to the Court. The Maketu hearings drew protest from those who disputed the Court's rulings on ownership of some blocks and from those in the wider community who wanted to prevent the establishment of the Court in the area. The Court also sat at Ohinemutu, but none of the applications before it were ready to proceed.

7.15 The Government received complaints from Affiliate Te Arawa Iwi/Hapu about the operation of the Court on at least four occasions between 1871 and 1874. Complaints concerned the cost of Court hearings, expensive survey charges and applications that were initiated without the knowledge or consent of other owners of the lands in question. In January 1871 Te Pokiha Taranui of Ngati Pikiao told Native Minister Donald McLean that "instead of the Native Land Court being a boon to us, it is a source of trouble and expense". In a letter to the Minister on behalf of "all the Arawa" around the same time complaints were made that they had never seen translations of the Native Land Acts and stated "[t]hat is why we have no knowledge of the arrangements of the Native Land Court". Many Te Arawa Iwi/Hapu expressed support for the unsuccessful Native Councils Bill of 1872-3 which, among other things, proposed the establishment of Native Councils which would investigate the ownership of Maori land and make recommendations to the Court (which would be binding if all parties agreed).

7.16 In the case of the Kaingaroa 2 block, at that time calculated at 143,600 acres, the Court awarded title to people of Ngati Tahu-Ngati Whaoa under a provision of the Native Land Act 1865, which allowed only ten people to be appointed owners. Ngati Tahu-Ngati Whaoa later protested that it was wrong that a Crown grant to ten owners "should have effect over the land of all the people, men, women and children, we strongly object to that system". They appealed to have all the owners included on the title for the block, but were unsuccessful.

Crown Purchasing 1870s

7.17 In the early 1870s the Government borrowed heavily to fund an immigration and public works scheme that used a number of means, including the purchase of Maori land, to develop infrastructure and facilitate Pakeha settlement in the North Island. In June 1873 the Crown employed several of the agents working for private parties in the central North Island. They transformed their private negotiations into Crown negotiations.

7.18 In 1873 the Crown suspended the operation of the Native Land Acts over the Bay of Plenty district, including land in which Affiliate Te Arawa Iwi/Hapu had interests. This

was done to avert conflict between rival Te Arawa claimant groups. One Crown land purchase agent later testified that it was also done "to discourage the interference of private individuals with Government negotiations". The suspension of the Native Land Court restricted all purchasing because, aside from the areas where title had already been awarded, ownership of land could not be judicially determined and final land titles could not be issued. Most private purchasers abandoned their negotiations for land. By the time the Court was suspended Affiliate Te Arawa Iwi/Hapu had obtained title to only a few blocks.

7.19 Initially Crown land purchase agents were instructed to acquire as much land as possible without injury to Maori. The Native Minister did, however, express concern that the Government's acquisition of lands should not come at the expense of further civil unrest. The Crown purchase agents reported that from the outset of their negotiations with Te Arawa they sought to secure "every available block of land on behalf of the Government by making preliminary agreements with and paying deposits to sections of the recognised owners". Within a short time they visited a number of Maori settlements and had initiated negotiations for a large area of land.

7.20 In most cases the Crown opened negotiations for land before the lands ownership had been judicially determined. The Crown agents' strategy of dealing with and paying sections of the "recognised owners" before elucidating the full ownership of the land provoked much ill feeling among Maori who claimed interests in the blocks under negotiation, but were not parties to the preliminary agreements. There were a number of allegations from Te Arawa that Crown agents dealt with individuals apart from the main tribes with interests in the land. In November 1873 Tuhourangi complained that the Crown agents were entering into secret deals with individuals without the prior knowledge or consent of other owners of the lands. Matiu Rangiheuea informed the Crown that "The Maoris are now in an unsettled and disturbed state (noho kino) owing to this system". Even though instructions not to purchase from individuals were given to Crown purchase agents at an early stage, there does appear to have been some individual negotiations. In January 1874 the Government advised the Crown purchase agents against purchasing individual interests in land.

7.21 The Crown aimed to purchase land outright but there was widespread opposition amongst Maori to land sales. As a result the Crown purchase agents reported that they were cautious of raising the issue of sales with Te Arawa and mainly confined their proposals to leasing land. The Crown was also very concerned that private competition would prevent it from acquiring the estate it desired. The Crown's primary purpose in entering lease negotiations was to facilitate its purchase program by shutting out private parties. The Crown leases had inalienation clauses to prevent sale to private parties.

7.22 The Crown's attempts to lease or purchase land brought a variety of responses from Affiliate Te Arawa Iwi/Hapu. Some entered lease or sale negotiations with the Crown because they wanted to derive an income from their land. In the case of the Tauhara North block, Ngati Tahu later testified that they sold the land, reluctantly, to pay the survey costs which were "increasing year by year" because of interest charges.

7.23 Those Affiliate Te Arawa Iwi/Hapu who did enter negotiations to lease or sell their land found that the Crown generally tried to acquire land as cheaply as possible. Crown agents reported that they were paying less in their negotiations to lease land than private parties had been offering to lease land before June 1873. In some cases,

including the Kaikokopu block, the Crown paid a deposit on land which bound the recipients into negotiations before the total purchase price had been agreed.

7.24 Aside from initial deposits, the Crown generally did not pay rent on land it negotiated to lease until the title had been determined by the Court. With the Court suspended for much of the period between 1873 and 1877, land ownership could not be determined. Unless they had had informal leases Maori were deprived of the opportunity to receive rental income from their land during the period that it was under negotiation for lease by the Crown.

7.25 Many Affiliate Te Arawa Iwi/Hapu expressed unhappiness at the Crown's approach to negotiations and Crown purchase agents encountered opposition to their negotiations from some Affiliate Te Arawa Iwi/Hapu from the outset. In 1873 a Tuhourangi tribal komiti (committee), Putaiki, was established, which sought to prevent other tribes and Tuhourangi individuals or hapu from dealing with land independent of the komiti. In 1874 the chiefs of two Affiliate Te Arawa Iwi/Hapu presented evidence to the Native Affairs Committee of the House of Representatives in which they criticised the Crown's conduct of negotiations. They also objected to the restrictions on sale or lease of land to any party other than to the Crown, while proclaiming their general opposition to selling land. This evidence was presented in support of five petitions, signed by many Te Arawa. The Native Affairs Committee concluded that the petitions deserved considerable weight.

7.26 By August 1874 the Crown agents had opened, but not completed, lease negotiations for almost 650,000 acres of land and purchase negotiations for almost 400,000 acres of land within the area over which Affiliate Te Arawa Iwi/Hapu claim interests. Government officials instructed them not to open any new negotiations and the focus shifted to concluding existing negotiations. The following month the Crown effectively reinforced monopoly conditions over its lease negotiations by using a provision in the Immigration and Public Works Act 1870 to prevent private parties from acquiring the lands it was negotiating for.

7.27 Crown purchase agents were withdrawn from the central North Island at the end of June 1876 primarily due to Crown concerns that their activities were going to provoke civil unrest among Te Arawa. They had not completed any transactions.

Resuming Negotiations

7.28 The suspension of Crown purchase operations did not last long. The Crown still wanted these lands for settlement, and was determined to acquire land for the value of its previous advances. A number of blocks Affiliate Te Arawa Iwi/Hapu had interests in remained under negotiation for lease or purchase, including Kaikokopu, Tauhara North, Paengaroa, Whakarewa, Paeroa and the lands that later became the Rotomahana Parekarangi block.

7.29 Most of the transactions could not be completed because ownership of the land had not been determined by the Court. In February 1877, after securing the agreement of Maori with interests in Maketu for the Native Land Court to recommence hearings in that district, the Crown lifted the suspension of the Court. The same year, the Crown enacted the Native Land Amendment Act which enabled it to partition out the interests it had purchased from individual owners in any block without gaining agreement from the other owners of the land.

7.30 The Crown was determined to protect its negotiations from interference by private parties. It proclaimed much of the land it had previously paid advances or deposits on to be subject to a provision of the Government Native Land Purchases Act 1877, which made it illegal for private parties to acquire the land.

7.31 The Crown's initial focus was on the completion of existing negotiations, but few transactions had been completed before 1880. In most cases lease negotiations became purchase negotiations. The Court investigated ownership to the Kaikokopu block in 1878 and awarded title to many more Ngati Pikiao than the Crown had negotiated with, and paid advances to, to lease and purchase the land. Further negotiations had to be undertaken for both the lease and purchase areas. The Crown was reluctant to complete lease negotiations with the 161 people awarded title to the 25,000 acre lease area and by 1883 it had purchased 14,676 acres of that area instead.

7.32 In 1878 the Crown began to open new negotiations to acquire lands in which Affiliate Te Arawa Iwi/Hapu claimed an interest, including part of Paeroa South, Patetere Rotorua and Kaingaroa 2. Those blocks were also proclaimed under the 1877 legislation. In the case of the Kaingaroa 2 block, private purchasers had already been negotiating to purchase the block, for more money than the Crown was willing to pay. When the purchase price of £7,000 for the 91,529 acre block had been agreed in 1879 the Crown purchase agent advised that the interest from private purchasers had forced him to pay several thousand pounds more than he had originally anticipated.

7.33 A number of Affiliate Te Arawa Iwi/Hapu continued to resist land sales in this period. Some sought to maintain tribal control over land through tribal komiti. The Tuhourangi komiti, Putaiki, remained active and a new tribal komiti, the Komiti Nui, emerged at Rotorua in December 1878. The Komiti Nui was based at Rotorua and included Ngati Uenukukopako. Ngati Pikiao formed a komiti in 1879 and petitioned the Crown for the same powers as the Court to adjudicate over land. One of the objectives of these komiti was to undertake investigations into ownership of certain land blocks which they then aimed to send to the Court for confirmation. The Komiti Nui held hearings into a number of land disputes in 1879 and 1880 but its decisions carried no legal weight and could be overturned when the same blocks were later investigated by the Court. Official reactions to the Komiti Nui varied with some officials seeking to engage with the Komiti as representatives of Affiliate Te Arawa Iwi/Hapu. More broadly, however, the Crown's reaction to the Komiti Nui was generally unfavourable.

7.34 In the early 1880s Ngati Whaoa sought to release the Paeroa East block from lease negotiations with the Crown which had started in the 1870s. Their argument that the Crown should pay rent for the land under negotiation to lease was unsuccessful. Ngati Whaoa raised money to repay the lease deposit and other advances, but this left them in considerable debt and within three years of receiving title they sold almost 49,000 acres of the 70,000 acre block to a private purchaser.

7.35 By the end of the 1870s the impetus of the Crown purchasing programme had been lost, and priorities for land purchase were being reconsidered. In November 1879 a new Government instructed Crown purchase agents to stop paying money on land that had not passed through the Court. The Crown also decided to try to complete the purchase of the good quality land it had under negotiation and scale back negotiations for land that was of little commercial utility. The Crown did not abandon advance payments already made, but tried to recover them in land or money.

Thermal Springs District Act 1881

7.36 The tourism trade to the thermal and scenic attractions of the Rotomahana and Ohinemutu areas grew throughout the 1870s and 1880s, and the publication of journals and guidebooks by several early visitors increased the popularity of the region. Maori charged tolls over lands they owned, acted as guides, and provided accommodation and travel to visitors.

7.37 The Crown wanted to acquire the natural wonders of the "hot springs" country to ensure that they would not pass into private hands but rather would be held for the benefit of all. By 1880 the Crown had not managed to lease or purchase any land in this area.

7.38 In November 1880 the Crown signed the Fenton Agreement with 47 Te Arawa chiefs, including representatives of Ngati Uenukukopako, to facilitate the establishment of a township in Rotorua. Tuhourangi negotiated a separate agreement at the same time whereby they consented to the township proposal subject to the Native Land Court investigating their claims to the land in question. Affiliate Te Arawa Iwi/Hapu believed that they would derive significant benefits from the further development of Rotorua and the tourism industry.

7.39 Members of Tuhourangi subsequently obstructed the survey of the township block because it extended further than they had realised. Their objections were resolved and the survey was completed. Members of the Komiti Nui were extensively involved in the negotiations with Fenton and hoped that the Komiti Nui would be allowed a significant role in the process of determining title to Pukeroa Oruawhata, the block on which the township was to be located. The Fenton Agreement did not provide for the Komiti Nui to have a role in defining title, but at the start of the Pukeroa Oruawhata title investigation Maori did ask the Court to recognise the standing of the Komiti Nui. This request was declined because under the Native Land Acts the Court could not do so.

7.40 In September 1881 Parliament passed the Thermal Springs District Act 1881 to enable the implementation of the Fenton Agreement and for related purposes. The Act empowered the Crown to proclaim districts with geothermal resources as subject to the Act, and declared it unlawful for any person "to acquire any estate or interest in Native Land therein" except as permitted. Soon after the Act was passed, the 3,200 acre Pukeroa Oruawhata block was proclaimed a district under the Act.

7.41 A further proclamation in October 1881 declared an area of over 600,000 acres to be a district under the Act. This encompassed a far greater area than was covered by the Fenton Agreement and included land without geothermal features. The Crown does not appear to have consulted Maori regarding the extent of the proclamations. The reactions of Affiliate Te Arawa Iwi/Hapu to the initial proclamation of the district varied. Some sections of Affiliate Te Arawa Iwi/Hapu were opposed to the legislation, or its proclamation over their own lands, describing it in several 1882 petitions as being "in contradiction of the Treaty of Waitangi".

7.42 This proclamation and several others made under the Act further provided for the creation of a Crown purchasing monopoly over the majority of land in which Affiliate Te Arawa Iwi/Hapu claimed interests, regardless of whether it had previously been brought under negotiation.

7.43 Following the Fenton Agreement, many blocks in the area were taken before the Ohinemutu Court by Maori claimants, effectively introducing the Court into the inland lakes area.

The Native Land Court in the 1880s

7.44 In the 1880s the Native Land Court adjudicated over a large number of blocks in which the Affiliate Te Arawa Iwi/Hapu claimed interests, including Rotomahana Parekarangi, Whakapoungakau, Paeroa East, Tahorakuri, Kaingaroa 1 and 2 and Patetere South. The Affiliate Te Arawa Iwi/Hapu were not awarded land in all of the blocks they asserted customary interests in.

7.45 Attending Court hearings to claim and defend their interests in land was costly for many of the Affiliate Te Arawa Iwi/Hapu. Court fees were generally charged on a daily basis and with lengthy hearings became substantial. In a few cases Affiliate Te Arawa Iwi/Hapu had to travel a considerable distance to Court hearings of blocks they claimed. Ngati Kearoa Ngati Tuara had to travel approximately 100 miles to Cambridge for the title investigation of the Tikorangi block. The lengthy hearings for the Kaingaroa blocks were held at Matata, a considerable distance from the Kaingaroa lands and from the kainga of Ngati Tahu-Ngati Whaoa.

7.46 The complexity of having multiple claims to the same blocks resulted in long and contentious hearings for the Rotomahana Parekarangi, Whakapoungakau and Rotorua Patetere Paeroa blocks between 1881 and 1886. The Rotomahana Parekarangi block hearings were held at Rotorua between April and June 1882, at the same time that a simultaneous Court was also sitting there to finalise title to the Rotorua township block. As many as 1,500 Maori attended these hearings. Many stayed for the three months it took to hear their claims to the 211,000 acre Rotomahana Parekarangi block, in “wretched tents” providing little shelter from inclement weather. Both the claimants and the counter-claimants to the block appealed the original award and a rehearing was held over five months in 1887. The Court sitting was unusually lengthy because of a high number of counter-claimants. Tuhourangi were awarded a substantial portion of the block and other iwi, including Ngati Kearoa Ngati Tuara and Ngati Whaoa, were awarded smaller areas.

7.47 The survey charges incurred in title investigations and partitions varied considerably between blocks and continued to be of concern to some Affiliate Te Arawa Iwi/Hapu. Tuhourangi raised the issue of the high cost of surveys and the burden this imposed upon Maori at meetings with the Native Minister in 1885. In some cases Affiliate Te Arawa Iwi/Hapu also found surveys a heavy burden in the 1880s and 1890s. Surveys for the Kaingaroa 2 and Paeroa blocks, carried out in 1879, were drawn out and very expensive. In 1884 Ngati Kearoa Ngati Tuara used the proceeds of the sale of the 4,000 acre Patetere South 2 block to pay for various survey costs. In 1900, Ngati Uenukukopako and other owners of Whakapoungakau gave up 637 acres of the 10,876 acre block to the Crown in extinguishment of a survey lien on their land.

7.48 In the 1880s the Court investigated title to many of the blocks the Crown had brought under negotiation to lease or purchase in the 1870s. The Crown sought to complete the negotiations or recover the value of its previous advances either in money or land. The Crown paid a number of advances, for example, to people of Ngati Kearoa Ngati Tuara between 1874 and 1879 for the Rotohokahoka block. The Court did not award title of this block to Ngati Kearoa Ngati Tuara. The Crown wanted to recover its advances and in 1884 the Ngati Kearoa Ngati Tuara owners agreed to part with the

7,000 acre Patetere South 1A block to pay their debt to the Crown. This arrangement was subsequently the subject of significant protest from other groups who had interests in the land in question.

Eruption of Mt Tarawera

7.49 In June 1886 Mt Tarawera erupted, killing 147 Maori and 6 Pakeha. Most of the casualties were suffered when the Tuhourangi settlement of Te Wairoa was buried, and extensive tracts of land and forest were also affected by the ash-fall. The eruption destroyed the Pink and White Terraces, a tourist attraction that provided considerable income for Tuhourangi.

7.50 Relief donations flowed in from Maori and Pakeha communities throughout the country. In addition, the Crown set aside approximately £1,200 for aid to Maori and £2,000 for Pakeha, and assisted with the transportation of relief supplies for Maori. It later decided that any further "money or other assistance to [Maori] should be made by Govt. in the form of payment for their land or labour". No Government compensation was paid for property losses.

7.51 Several Maori groups offered land for the resettlement of Tuhourangi survivors in 1886. The Crown proposed to provide Crown lands and various other practical assistance for Tuhourangi. Officials advised that as the Rotomahana area was not immediately suitable for Maori occupation the Crown could "take advantage" of the opportunity to acquire those lands, which contained geothermal springs. This arrangement was never finalised. The Crown later purchased significant amounts of the Rotomahana Parekarangi block from Tuhourangi in the 1890s.

7.52 In 1889 Tuhourangi requested that the Crown award them land at Maketu and Rotorua as permanent homes. The Crown found approximately 1000 acres at Matata but nothing further happened until 1895, when Tuhourangi requested that 800 acres be allocated to them at Waihi, adjacent to land that had been gifted to them by Ngati Tamatera, and 200 acres be allocated by the sea to provide access to fisheries. Despite Crown efforts to find appropriate land, the requests went unresolved until 1919, when 800 acres was provided at Waihi. Despite frequent petitions and appeals through to the 1960s the Crown never found another 200 acres for Tuhourangi.

The Native Land Court and Crown Purchasing in the 1890s

7.53 Native Land Court hearings remained a feature of life in Affiliate Te Arawa Iwi/Hapu communities through the 1890s. Ngati Pikiao were the only Affiliate Te Arawa Iwi/Hapu who still held a considerable amount of land in customary title and in the 1890s the Court investigated the ownership of a number of blocks they claimed, including Paehinahina, Rotoiti, Rotoma-Waipohue and Tautara. In 1895 some Ngati Pikiao were involved in efforts to discourage iwi and hapu from submitting their land to the Courts as part of the national boycott organised by Te Kotahitanga (a Maori Parliament). Court activity ceased in Rotorua and Maketu, but only for a short time. Other Affiliate Te Arawa Iwi/Hapu were involved in hearings to subdivide or partition land and to arrange succession to individual interests.

7.54 There was a resurgence of Crown purchasing of Affiliate Te Arawa Iwi/Hapu lands in the 1890s. In 1894 the Crown cemented its monopoly by re-imposing Crown pre-emption over all Maori land. The following year the Crown began purchasing the interests of individual owners in the Rotomahana Parekarangi block. By December

1895 the Crown had purchased shares equivalent to 63,119 acres at an average price of 3 shillings per acre and petitioned the Court to have its interests partitioned out of the various subdivisions of the block. The areas the Crown sought to acquire in each of the subdivisions was sometimes challenged by owners as they sought to ensure that their homes and cultivations were not included in the Crown portion. One proposed partition was challenged because a tohunga was buried in the piece claimed by the Crown. The Court supported the Crown's proposed partition and told the challenger to remove the bones. The Crown resumed purchasing land in the Rotomahana Parekarangi block in 1896 and had purchased a further 24,607 acres from Affiliate Te Arawa Iwi/Hapu by 1899.

7.55 In 1893 the Crown started purchasing individual shares of the Whakarewarewa block. Whakarewarewa was a tourist attraction because of its geothermal resources, including Turikore (the spout bath) and hot springs. Whakarewarewa 2 and part of Whakarewarewa 3 were owned by Ngati Wahiao, who derived income by charging tourists a toll. By December 1895 the Crown had purchased most of Whakarewarewa 3 and met with Ngati Wahiao to discuss the partitioning out of their interests in the block. It was agreed that Ngati Wahiao would retain their village and that "the whole of the attractive part of Whakarewarewa", including the geysers and baths that attracted tourists, would go to the Crown.

7.56 The Crown suspended the initiation of new purchases in 1897-98 and in 1899 formally barred itself from making new purchases of Maori lands for some time. The Crown had provided few reserves in the lands it had purchased from Affiliate Te Arawa Iwi/Hapu in the 1870s-1890s, and some iwi and hapu had little land remaining by the end of the nineteenth century. Affiliate Te Arawa Iwi/Hapu consider that, during the periods when monopoly conditions applied it is likely to have decreased land prices.

Twentieth Century Land Administration

7.57 By the late nineteenth century the Crown was concerned that Maori land was often not being used profitably, due in part to multiple ownership and a lack of access to development finance. The Crown accepted that existing procedures for managing Maori land were inadequate, and the Crown was also aware and concerned that further permanent alienation of Maori land might leave a reviving Maori population with insufficient land for their needs and requiring state support.

7.58 In response to these issues the Maori Land Administration Act 1900 was passed, which introduced Maori Land Councils with elected Maori representation to act for Maori landowners in the administration of lands voluntarily placed under their authority and to supervise all land alienation. The Crown aimed to enable Maori to retain land while ensuring that 'idle' land was leased and the income generated used to develop it. The Councils were also given a role in determining the ownership of Maori land with the assistance of elected Maori committees, but by this time title to most Affiliate Te Arawa Iwi/Hapu land had already been determined by the Court.

7.59 Few areas of Affiliate Te Arawa Iwi/Hapu land were vested in the Councils or alienated in the first decade of the twentieth century. In 1906 the Councils became government-appointed boards, with a number of new powers, including the sole right to approve leases of Maori land within their districts. By 1910 Affiliate Te Arawa Iwi/Hapu land fell within the Waiariki land district.

7.60 The Government was generally concerned about the lack of Maori land available for settlement. The Crown set up the Stout-Ngata Commission in 1907 to appraise all unused and under-utilized land owned by Maori and determine a sufficiency of land to be set aside for occupation and farming by its Maori owners. The balance was to be made available for general settlement, either by Crown purchase or by lease through the land boards. Lands subject to the Thermal Springs District Act 1881 were excluded from the Commission's terms of reference. However, the Commission did consider most of the land owned by Affiliate Te Arawa Iwi/Hapu around Rotorua and generally concluded that, with the exception of Ngati Pikiao, Rotorua Maori had little or no surplus land available for purchase or lease.

7.61 The Thermal Springs District Act 1910 removed the Crown monopoly of purchase on land within the district. While the Crown resumed purchasing at this time, most purchases were made by private parties.

7.62 Some of the measures put in place to protect Maori land interests under the Maori Land Administration Act 1900 and the Native Land Act 1909 were significantly weakened by subsequent amendments, so that from 1913 land boards were no longer required to have Maori members. The role of the Waiariki Maori Land Board in monitoring the alienation of the lands of Affiliate Te Arawa Iwi/Hapu was largely one of ensuring the legislative steps were complied with. Boards could also approve land sales even if it was the last land owned by Maori, if the land would not in any event provide sufficient support to them or where another form of income could provide an alternative adequate income.

Consolidation and Land Development Schemes

7.63 By the late 1920s many Maori owned small and fragmented interests in a number of blocks spread throughout their rohe as a result of individualisation and partition of interests. The Crown attempted to resolve the issue of Maori being left with fragmented and often uneconomic land holdings by introducing consolidation schemes. The intention was to group close family interests into single, or contiguous areas to encourage the further development of these lands for farming purposes. Crown interests in these blocks were also subject to consolidation and exchange. The application of consolidation was often complex, time consuming and resource intensive.

7.64 Consolidation schemes involving Affiliate Te Arawa Iwi/Hapu land included the Rotomahana Parekarangi Scheme. The Rotomahana Parekarangi scheme was initiated in 1928 and involved the limited exchange of interests by the Crown and Maori. The scheme was developed in a number of instalments and completed in the 1950s.

7.65 Attempts were made between 1905 and 1928 to utilise funds of Land Boards and the Maori Trustee (who administered some Maori reserve lands and estates) to encourage the development of Maori owned lands. In 1929, the Government, led by Native Minister Apirana Ngata, introduced the notion of development of lands, both Maori and its own, by providing public funds to develop particular lands before they were settled by individual farmers. These development schemes were seen as a means by which a class of self-reliant Maori farmer would assist the emergence of new rural Maori communities centred on redeveloped marae. Schemes were also used as mechanisms for the provision of unemployment relief in the 1930s.

7.66 The owners of the land were not entitled to exercise any rights of ownership which would interfere with development except with the permission of the Minister. All development expenditure was a charge on the land for which a discounted rate of interest was charged. The Native Minister could declare land to be subject to development without the approval of all owners, and was empowered to bring the land into a state of production and make it fit for settlement. The Minister could, under the Maori Land Act 1931, have owners arrested for trespass.

7.67 Schemes in the Waiariki district relied upon the participation of groups of owners initially, and, from 1931, on contract labouring. When development reached a point where dairy production could start, the owners were required to nominate one of their own to occupy an individual farm. Problems of a lack of quality title and economies of scale did emerge and many of the 'settlement' type schemes saw a reduction in the number of participating owners and the number of individual farms.

7.68 The Waiariki district also saw 'station' type schemes. These were characterised by large scale development but with no attempt at settlement. These more expansive schemes, usually of poorer quality soils, were returned to owners for management by incorporation or trusts.

7.69 The administration of development schemes evolved over time. The original schemes were dependent for success on the cooperation of land owners whose efforts were often overseen by local leaders. The advent of the Board of Maori Affairs in 1935, and the introduction of a more bureaucratic model of administration by the Department of Maori Affairs, resulted in a distancing of the owners from meaningful say in the administration of their lands. While ad hoc advisory committees represented the owners, it was not until late 1949 that regularised annual meetings and the provision of accounts was instituted. Formal owner advisory committees emerged in the early 1970s. For the owners of some schemes it seemed that more than two generations passed while their lands remained under Departmental management.

7.70 Affiliate Te Arawa Iwi/Hapu placed land into more than 25 development schemes between 1929 and the mid-1980s. The first scheme was at Horohoro, south west of Rotorua. Ngati Kearoa Ngati Tuara and Tuhourangi entrusted some of their better lands to the Crown for development. The 3,019 acre Tikitere scheme on the southern shore of Lake Rotoiti commenced in 1931 on land which the Crown had mainly purchased from European owners. The introduction of non-Te Arawa Maori to work on the scheme led to Affiliate Te Arawa Iwi/Hapu taking unsuccessful action in the High Court to determine the beneficial ownership of the Crown lands in the scheme after the Crown considered settling some of the outsiders as long-term occupiers. This, along with the Crown's refusal to write-off the scheme's debt because it considered the debt was at a serviceable level, drew out the negotiations for the winding up of the Scheme.

7.71 Scheme lands had either been settled by long term lease or had begun to be returned to owner control in the early 1950s. By the early 1990s most scheme lands in the Rotorua area had been released from State control. Some schemes were successful while others struggled to fulfil expectations.

Public Works

7.72 The Crown acquired Affiliate Te Arawa Iwi/Hapu land through Crown acquisitions under public works legislation in the nineteenth and twentieth centuries. In the nineteenth century land was acquired for a number of public works purposes, including roading and railway. In the twentieth century, land was taken for internal communications, electricity generation, scenic reserves, forest plantation and an aerodrome. A number of these sites had geothermal features of significance to Affiliate Te Arawa Iwi/Hapu.

7.73 Early public works legislation established separate provisions for the taking of Maori land and general land. Compensation was generally paid for the taking of lands for public works, however, some of the lands of Affiliate Te Arawa Iwi/Hapu were used for roading purposes without compensation. Other lands were acquired for roading purposes under legislation which allowed Maori customary lands to be compulsorily acquired without compensation.

7.74 The Crown acquired lands of particular cultural and spiritual significance to Affiliate Te Arawa Iwi/Hapu for public works purposes. Between 1901 and 1907 the Crown compulsorily acquired approximately 42 acres of land at Okere Falls. This land, close to Lake Rotoiti on the upper Kaituna River, was included in the Okere power scheme that supplied Rotorua. There was a delay in finalising the compensation due to the Ngati Pikiao owners because of problems with the original proclamation under which some of the land was taken. They received £3,000 in compensation in 1910. The Okere Falls power station was closed in 1939 and the land was converted into a scenic reserve and added to the Rotoiti Scenic Reserve.

7.75 In 1902 the Crown established the Waimangu “Round Trip” to transport tourists across the isthmus between Lakes Rotomahana and Tarawera against local iwi opposition. The land was part of Te Ariki settlement that had been buried by the eruption of Mt Tarawera. In 1908 the Crown took 37 acres of Tuhourangi land on the isthmus under the Public Works Act for “internal communications purposes”. The land was immediately brought under the control of the Minister of tourism. The Crown promised to return a 9 acre wahi tapu area after the 1908 taking but all of the land was designated a “Wildlife Reserve” in 1951, and then a “Scenic Reserve” in 1981. The wahi tapu area was not revested in Tuhourangi until 1982.

7.76 In 1961, unsuccessful negotiations between the Crown and Ngati Uenukukopako resulted in the taking of 193 acres of land at Rotokawa for the construction of Rotorua Airport, against the wishes of its Ngati Uenukukopako owners. The owners received compensation for this taking but the airport construction created significant disruption to Ngati Uenukukopako and required the relocation of the Ruamata wharenui and the lowering of the Ruamata urupa. These disturbances of their taonga caused Ngati Uenukukopako great sorrow.

Scenery Preservation

7.77 In the early 1900s the Crown introduced a scenery preservation policy aimed at protecting and preserving features and sites it considered were unique to New Zealand. The Crown aimed, with this policy, to assist the development and promotion of the country’s tourism industry.

7.78 Some of the most scenic places in the Rotorua region were in Maori ownership. Legislation passed in 1903 allowing the taking of Maori land for scenery preservation purposes prompted protest from some Maori. Over one hundred Te Arawa Maori petitioned Parliament in 1904 to exclude the remaining Maori lands from scenery preservation legislation. The petition outlined their concern that the Maori lands that would be acquired under the legislation would be

> "the famous places, the lands containing thermal springs, the famous pas, the canoe landing places of former days, the sites of famous whares, the sacred whares, the bird snaring places of olden time, that is to say all such places as are understood by this Act as likely to be much frequented by the Tourists of the World who will visit here".

Following this, and other representations to the Minister, the power to compulsorily acquire Maori land was removed from scenery preservation legislation passed in 1906 but reinstated in the Scenery Preservation Act 1910.

7.79 Shortly after the passage of the 1910 Act 126 acres of Ngati Pikiao land, known as "Hongi's Track", was taken as a scenic reserve. In the 1920s Ngati Pikiao gifted land around Lake Rotoiti to the Crown which became the Rotoiti Scenic Reserve. Prior to the gifting the Crown had approached Ngati Pikiao for purchase, but terms could not be agreed. At the time of the gifting the Crown had been undertaking measures towards taking the sites under the provisions of the Scenery Preservation Act 1910. Ngati Pikiao made the gift in return for gaining a role in defining the boundaries of the proposed reserves, access to urupa, and retaining the management of the reserves by way of majority control on the Rotoiti Scenic Reserves Board.

7.80 Around the same time, Ngati Tarawhai gifted land around Lake Okataina to the Crown that became the Okataina Scenic Reserve, and Ngati Rongomai donated parts of the Waione block, on similar conditions as Ngati Pikiao had gifted the Rotoiti reserves. The Waione and Okataina Reserves were created by separate proclamation issued ten years later in May 1931. Altogether, Ngati Pikiao surrendered 2,338 acres of their land for scenic reserves between 1910 and 1931. Approximately half of this land was gifted to the Crown and half taken, with compensation paid.

Geothermal

7.81 The geothermal resource has always been highly valued and treasured by the Affiliate Te Arawa Iwi/Hapu, who consider it a taonga over which they have exercised rangatiratanga and kaitiakitanga.

7.82 Over time Affiliate Te Arawa Iwi/Hapu lost ownership of some geothermal lands through purchases and public works takings. For example, in 1960, land at Orakei-Korako, on the Waikato River, was taken from its Ngati Tahu owners and the area subsequently flooded for hydro-electric purposes. While Ngati Tahu received compensation for the loss of a house on the land the Maori Land Court determined that no compensation should be paid for the loss of the thermal resources, papakainga, urupa and other wahi tapu in the area because the majority of owners were no longer living on the land. Those who did live there relocated to other places. The main papakainga and urupa were returned to Ngati Tahu in the 1980s.

7: HISTORICAL ACCOUNT

7.83 Despite the loss of lands containing geothermal surface features the geothermal resource was, and still is, central to the lifestyle and identity of Affiliate Te Arawa Iwi/Hapu. For example, hot pools and ngawha were, and are, used for cooking, bathing, heating and medicinal purposes.

7.84 With the passing of the Geothermal Energy Act 1953, the Crown established for itself, without the consent of the Affiliate Te Arawa Iwi/Hapu, the sole right to regulate use of the geothermal energy resource. The Affiliate Te Arawa Iwi/Hapu harbour a strong sense of grievance over this Crown action and consider that the Crown has failed to protect the interests of Affiliate Te Arawa Iwi/Hapu in relation to the geothermal resource.

8 ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN

ACKNOWLEDGEMENTS

8.1 The Crown acknowledges that it has failed to deal with the longstanding grievances of the Affiliate Te Arawa Iwi/Hapu in an appropriate way and that recognition of the grievances of the Affiliate Te Arawa Iwi/Hapu is long overdue.

8.2 The Crown acknowledges that:

8.2.1 it did not consult with Affiliate Te Arawa Iwi/Hapu on native land legislation prior to its enactment;

8.2.2 the operation and impact of the native land laws, in particular the awarding of land to individuals and the enabling of individuals to deal with that land without reference to the iwi and hapu, made the lands of Affiliate Te Arawa Iwi/Hapu more susceptible to partition, fragmentation and alienation. This contributed to the erosion of the traditional tribal structures of Affiliate Te Arawa Iwi/Hapu which were based on collective tribal and hapu custodianship of land; and

8.2.3 it failed to take steps to adequately protect the traditional tribal structures of Affiliate Te Arawa Iwi/Hapu and this had a prejudicial effect on Affiliate Te Arawa Iwi/Hapu and was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

8.3 The Crown acknowledges that the combined effect of actions such as:

8.3.1 the use of payments for land before title to the land was determined by the Native Land Court;

8.3.2 the aggressive purchase techniques employed on occasion by the Crown; and

8.3.3 the use and implementation of monopoly powers over dealings in the land of Affiliate Te Arawa Iwi/Hapu,

meant that the Crown failed to actively protect the interests of the Affiliate Te Arawa Iwi/Hapu in the land they wished to retain, and that this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

8.4 The Crown acknowledges that:

8.4.1 a large amount of Affiliate Te Arawa Iwi/Hapu land has been alienated since 1840;

8.4.2 the combined effect of the Crown's actions and omissions has left some Affiliate Te Arawa Iwi/Hapu virtually landless; and

8.4.3 its failure to ensure that some Affiliate Te Arawa Iwi/Hapu were left with sufficient land for their present and future needs was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

8.5 The Crown acknowledges that lands of particular significance to Affiliate Te Arawa Iwi/Hapu, including land at Te Ariki, Okere Falls and lands with geothermal surface features at Orakei-Korako and Rotorua Airport, were taken under public works legislation. The Crown acknowledges that these takings have impeded the ability of Affiliate Te Arawa Iwi/Hapu to exercise control over their taonga and wahi tapu and maintain and foster spiritual connections with those ancestral lands. This has resulted in a sense of grievance among Affiliate Te Arawa Iwi/Hapu which still exists today.

8.6 The Crown acknowledges:

8.6.1 the generosity of the Affiliate Te Arawa Iwi/Hapu in gifting land containing scenic sites to the nation; and

8.6.2 that in the case of land gifted by Ngati Pikiao for the Rotoiti Scenic Reserve, at the time of gifting the Crown had been undertaking measures to compulsorily acquire a greater area of land under the Scenery Preservation Act.

8.7 The Crown acknowledges that the Affiliate Te Arawa Iwi/Hapu consider the geothermal resource a taonga. The Crown also acknowledges that:

8.7.1 the passing of the Geothermal Energy Act; and

8.7.2 the loss of lands containing geothermal features for public works purposes,

have caused a sense of grievance within Affiliate Te Arawa Iwi/Hapu that is still held today.

8.8 The Crown acknowledges that:

8.8.1 the Affiliate Te Arawa Iwi/Hapu expectations of an ongoing and mutually beneficial relationship with the Crown were not always realised; and

8.8.2 twentieth century land development did not always provide the economic opportunities and benefits that Affiliate Te Arawa Iwi/Hapu expected.

8.9 The Crown acknowledges that Affiliate Te Arawa Iwi/Hapu have been loyal to the Crown in honouring their obligations and responsibilities under the Treaty of Waitangi, especially, but not exclusively, in their war service overseas. The Crown pays tribute to the contribution made by Affiliate Te Arawa Iwi/Hapu to the defence of the nation.

APOLOGY

8.10 The Crown recognises the efforts and struggles of the ancestors of the Affiliate Te Arawa Iwi/Hapu in pursuit of their claims for redress, justice and compensation and

makes this apology to the Affiliate Te Arawa Iwi/Hapu, to their ancestors and to their descendants.

8.11 The Crown profoundly regrets and unreservedly apologises to the Affiliate Te Arawa Iwi/Hapu for the breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles acknowledged above.

8.12 The Crown profoundly regrets and unreservedly apologises for the cumulative effect of its actions over the generations which have undermined tribal structures and had a damaging impact on the landholdings and development of the Affiliate Te Arawa Iwi/Hapu.

8.13 ACCORDINGLY, the Crown seeks to atone for these wrongs, and assist the process of healing, with this Settlement and looks forward to building a relationship of mutual trust and co-operation with the Affiliate Te Arawa Iwi/Hapu.

9 CULTURAL REDRESS: RELATIONSHIPS

PROTOCOLS

DOC Protocol

9.1 The Minister of Conservation must issue to the Te Pumautanga Trustees, by or on the Settlement Date, a Protocol that:

9.1.1 sets out how the Department of Conservation will interact with the Te Pumautanga Trustees in relation to the matters specified in that Protocol; and

9.1.2 is as set out in Part 1 of Schedule 1.

9.2 The Settlement Legislation will provide that:

9.2.1 a summary of the terms of the DOC Protocol must be noted in the Conservation Documents that affect the DOC Protocol Area;

9.2.2 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 17I of the Conservation Act or section 46 of the National Parks Act; and

9.2.3 the DOC Protocol does not have the effect of granting, creating or providing 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

9.3 The Minister of Fisheries must issue to the Te Pumautanga Trustees, by or on the Settlement Date, a Protocol that:

9.3.1 sets out how the Ministry of Fisheries will interact with the Te Pumautanga Trustees in relation to the matters specified in that Protocol; and

9.3.2 is as set out in Part 1 of Schedule 1.

9.4 The Settlement Legislation will provide that:

9.4.1 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;

9.4.2 the noting of the Fisheries Protocol:

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

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

9.4.3 the Fisheries Protocol does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, assets or other property rights held, managed or administered under the Fisheries Act, the Treaty of Waitangi (Fisheries Claims) Settlement Act, the Maori Commercial Aquaculture Claims Settlement Act, the Maori Fisheries Act or the Te Arawa Lakes Settlement Act (including fish, aquatic life and seaweed).

Taonga Tuturu Protocol

9.5 The Minister for Arts, Culture and Heritage must issue to the Te Pumautanga Trustees, by or on the Settlement Date, a Protocol that:

9.5.1 sets out how the Minister and the Chief Executive of the Ministry for Culture and Heritage will interact with the Te Pumautanga Trustees in relation to the matters specified in that Protocol; and

9.5.2 is as set out in Part 1 of Schedule 1.

9.6 The Settlement Legislation will provide that the Taonga Tuturu Protocol does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to taonga tuturu.

PROVISIONS RELATING TO PROTOCOLS

The Settlement Legislation in relation to Protocols

9.7 The Settlement Legislation will provide that:

Authority to issue, amend or cancel Protocols

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

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

(a) the Te Pumautanga Trustees; or

(b) the responsible Minister;

9.7.3 the responsible Minister may amend or cancel the Protocol only after consulting with, and having particular regard to the views of, the Te Pumautanga Trustees;

Protocols subject to rights and obligations

9.7.4 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 the Affiliate Te Arawa Iwi/Hapu or a Representative Entity;

Enforcement of Protocols

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

9.7.6 if the Crown fails, without good cause, to comply with a Protocol, the Te Pumautanga Trustees 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

9.7.7 clauses 9.7.5 and 9.7.6 do not apply to any guidelines developed in relation to a Protocol.

Breach of Protocols is not breach of Deed

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

Protocols do not affect ability of Crown to interact or consult

9.9 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.

RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

9.10 The Parties agree that:

9.10.1 meetings will be held to discuss:

(a) 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

(b) any other issues in relation to the application of the Resource Management Act in the Area of Interest that are the responsibility of the Ministry for the Environment;

9.10.2 participants at a meeting held pursuant to clause 9.10.1 are to be:

(a) officials nominated by the chief executive of the Ministry for the Environment; and

(b) representatives nominated by the Te Pumautanga Trustees;

9.10.3 each Party will meet the costs and expenses of its representatives attending a meeting; and

9.10.4 the first meeting must be held within 12 months after Settlement Date, and meetings must be held annually after that.

9.11 The Te Pumautanga Trustees and the chief executive of the Ministry for the Environment may agree in writing to vary or terminate the provisions of clause 9.10.

PROMOTION OF RELATIONSHIP WITH THE ROTORUA DISTRICT COUNCIL

9.12 The Affiliate Te Arawa Iwi/Hapu acknowledge that the Minister in Charge of Treaty of Waitangi Negotiations, the Minister for the Environment, and the Minister of Local Government have written to the Rotorua District Council:

9.12.1 encouraging the Rotorua District Council to enter into a memorandum of understanding (or a similar document) with the Te Pumautanga Trustees in relation to the interaction between the Rotorua District Council and the Te Pumautanga Trustees concerning performance of the Rotorua District Council's functions and obligations, and the exercise of its powers, within the Area of Interest such as in relation to the development of district plans;

9.12.2 in relation to the Recreation Reserve at Hannah's Bay (including Otauira Swamp) and the Esplanade Land and the Karamuramu Baths Land encouraging the Rotorua District Council to:

(a) recognise the traditional association of Ngati Uenukukopako with the reserve in its administration of the reserve, and explore options for involving Ngati Uenukukopako in the administration of the reserve;

(b) so far as is consistent with the Reserves Act, manage the swamp area within the reserve for the purposes of mahinga kai;

(c) support a change to the Rotorua District Plan that would provide for Ngati Uenukukopako to gather cultural materials for traditional purposes without the need for a resource consent;

(d) erect interpretation material agreed with the Te Pumautanga Trustees explaining the traditional association of Ngati Uenukukopako with the reserve; and

(e) facilitate seeking the agreement of Rotorua Regional Airport Limited to relocate plants used for cultural purposes from areas of the swamp owned by that company in the event that the plants are threatened; and

9.12.3 in relation to the recreation reserves administered by the Rotorua District Council south of the Waiteti Stream (including Te Kahupapa and Te Hinahina), Ngongotaha and in relation to the recreation reserve administered by the Rotorua District Council adjacent to Lake Okareka (known as Boyes Beach) encouraging the Rotorua District Council to:

(a) recognise the traditional association of Ngati Ngararanui, Ngati Tura-Ngati Te Ngakau and Tuhourangi Ngati Wahiao with the reserves in its administration of the reserves, and explore options for involving Ngati Ngararanui, Ngati Tura-Ngati Te Ngakau, and Tuhourangi Ngati Wahiao in the administration; and

(b) erect interpretation material agreed with the Te Pumautanga Trustees explaining the traditional association of Ngati Ngararanui, Ngati Tura-Ngati Te Ngakau, and Tuhourangi Ngati Wahiao with the reserves.

PROMOTION OF RELATIONSHIPS WITH THE REGIONAL COUNCILS

9.13 The Affiliate Te Arawa Iwi/Hapu acknowledge that the Minister in Charge of Treaty of Waitangi Negotiations, the Minister for the Environment, and the Minister of Local Government have written to Environment Waikato and Environment Bay of Plenty encouraging them to enter into a memorandum of understanding (or a similar document) with the Te Pumautanga Trustees in relation to the interaction between the regional council and the Te Pumautanga Trustees, particularly in relation to the geothermal resources located within the region of the relevant regional council but also in relation to the development of plans such as the Regional Policy Statement and regional plans.

10 CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

VESTING OF CULTURAL REDRESS PROPERTIES

10.1 The Settlement Legislation will provide:

Interpretation

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

(a) Rangitoto Site;

(b) Site on Horohoro Bluff;

(c) Sites on Paeroa Range;

(d) Moerangi Site;

(e) Lake Rotokawa Site;

(f) Te Wairoa;

(g) Pateko Island;

(h) Te Koutu Pa;

(i) Okataina Lodge Site;

(j) Okataina Outdoor Education Centre Site;

(k) Beds of Lakes Rotongata (Mirror Lake) and Rotoatua;

(l) Te Ariki Site;

(m) Punaromia Site;

(n) Wai-o-Tapu Site;

(o) Site adjacent to Orakei-Korako;

(p) Site adjacent to Lake Rotomahana;

(q) Kakapiko;

(r) Roto-a-Tamaheke Reserve;

(s) Whakarewarewa Thermal Springs Reserve; and

(t) each School;

Rangitoto Site vests as a reserve

10.1.2 that the reservation of the Rangitoto Site as a scenic reserve subject to section 19 of the Reserves Act is revoked;

10.1.3 that the fee simple estate in the Rangitoto Site vests in the Te Pumautanga Trustees;

10.1.4 for the reservation of the Rangitoto Site as a scenic reserve subject to section 19(1)(a) of the Reserves Act;

10.1.5 that despite section 16(10) of the Reserves Act, the name of the reserve created under clause 10.1.4 is Rangitoto Scenic Reserve; and

10.1.6 that sections 78(1)(a), 79, 80, 81 and 88 of the Reserves Act will not apply to the Rangitoto Site;

Site on Horohoro Bluff vests in fee simple

10.1.7 that the Site on Horohoro Bluff ceases to be a conservation area under the Conservation Act;

10.1.8 that the fee simple estate in the Site on Horohoro Bluff vests in the Te Pumautanga Trustees;

10.1.9 that clauses 10.1.7 and 10.1.8 are subject to the Te Pumautanga Trustees providing to the Crown a registrable covenant in relation to the Site on Horohoro Bluff:

(a) for the preservation of the reserve values of that land; and

(b) in the form set out in Part 2 of Schedule 2 (the "**Horohoro Bluff Covenant**"); and

10.1.10 that the Horohoro Bluff Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act;

Sites on Paeroa Range vests as a reserve

10.1.11 that the reservation of the Sites on Paeroa Range as a scenic reserve subject to section 19 of the Reserves Act is revoked;

10.1.12 that the fee simple estate in the Sites on Paeroa Range vests in the Te Pumautanga Trustees;

10.1.13 for the reservation of the Sites on Paeroa Range as a scenic reserve subject to section 19(1)(a) of the Reserves Act;

10.1.14 that despite section 16(10) of the Reserves Act, the name of the reserve created under clause 10.1.13 is Ruatihi o Paeroa Scenic Reserve; and

10.1.15 that sections 78(1)(a), 79, 80, 81 and 88 of the Reserves Act will not apply to the Sites on Paeroa Range;

Moerangi Site vests in fee simple

10.1.16 that section 23 of the Crown Forest Assets Act applies in relation to the Moerangi Site, at all times (including before the Settlement Date):

(a) despite the site not being Crown Forest Land and not being returned to Maori ownership in accordance with section 36 of that Act; and

(b) as if reference to the "Licensor" were a reference to the owner of the fee simple estate in the site;

10.1.17 that the fee simple estate in the Moerangi Site vests in the Te Pumautanga Trustees;

10.1.18 that clause 10.1.17 is subject to the Te Pumautanga Trustees providing to the Crown a registrable covenant in relation to the Moerangi Site:

(a) for the preservation of the conservation values and reserve values of that land and public access; and

(b) in the form set out in Part 2 of Schedule 2 (the "**Moerangi Covenant**"); and

10.1.19 that the Moerangi 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;

Lake Rotokawa Site vests in fee simple

10.1.20 that the fee simple estate in the Lake Rotokawa Site vests in the Te Pumautanga Trustees;

10.1.21 that the vesting of the Lake Rotokawa Site in the Te Pumautanga Trustees under clause 10.1.20 does not give any rights to, or impose any obligations on, the Te Pumautanga Trustees in relation to:

(a) the waters of Lake Rotokawa; and

(b) the aquatic life of Lake Rotokawa (other than plants attached to the bed of Lake Rotokawa);

10.1.22 that to the extent that the Lake Rotokawa Site has a moveable boundary, that boundary will be governed by the common law rules of accretion, erosion or avulsion;

10.1.23 that clauses 10.1.20-10.1.22 are subject to the Te Pumautanga Trustees providing to the Crown a registrable covenant in relation to the Lake Rotokawa Site:

(a) for the preservation of the conservation values and reserve values of that land and public access; and

(b) in the form set out in Part 2 of Schedule 2 (the "**Lake Rotokawa Covenant**"); and

10.1.24 that the Lake Rotokawa 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;

Te Wairoa vests in fee simple

10.1.25 that the reservation of Te Wairoa under the Reserves Act is revoked;

10.1.26 that the fee simple estate in Te Wairoa vests in the Te Pumautanga Trustees; and

10.1.27 that clauses 10.1.25 and 10.1.26 are subject to the Te Pumautanga Trustees providing to the Crown a registrable covenant in relation to Te Wairoa:

(a) for the preservation of the conservation values and reserve values of that land and public access; and

(b) in the form set out in Part 2 of Schedule 2 (the "**Te Wairoa Covenant**"); and

10.1.28 that the Te Wairoa 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;

Pateko Island vests in fee simple

10.1.29 that the reservation of the Pateko Island under the Reserves Act is revoked; and

10.1.30 that the fee simple estate in Pateko Island vests in the Te Pumautanga Trustees;

10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

Te Koutu Pa vests in fee simple

10.1.31 that the reservation of Te Koutu Pa under the Reserves Act is revoked; and

10.1.32 that the fee simple estate in Te Koutu Pa vests in the Te Pumautanga Trustees;

Okataina Lodge Site vests in fee simple

10.1.33 that the reservation of the Okataina Lodge Site under the Reserves Act is revoked;

10.1.34 that the fee simple estate in the Okataina Lodge Site vests in the Te Pumautanga Trustees;

10.1.35 that clauses 10.1.33 and 10.1.34 are subject to the Te Pumautanga Trustees granting to the Crown a registrable lease of the Okataina Lodge Site in the form set out in Part 9 of Schedule 2 (the "**Okataina Lodge Site Crown Lease**"); and

10.1.36 that all references in the Okataina Lodge Site Lease to "the Board", "the Commissioner" and "the Minister" are references instead to "the Lessor";

Okataina Outdoor Education Centre Site vests in fee simple

10.1.37 that the reservation of the Okataina Outdoor Education Centre Site under the Reserves Act is revoked; and

10.1.38 that the fee simple estate in the Okataina Outdoor Education Centre Site vests in the Te Pumautanga Trustees;

Beds of Lakes Rotongata (Mirror Lake) and Rotoatua vest in fee simple

10.1.39 that the reservation of the Beds of Lakes Rotongata (Mirror Lake) and Rotoatua under the Reserves Act is revoked;

10.1.40 that the fee simple estate in the Beds of Lakes Rotongata (Mirror Lake) and Rotoatua vest in the Te Pumautanga Trustees;

10.1.41 that the vesting of the Beds of Lake Rotongata (Mirror Lake) and Rotoatua in the Te Pumautanga Trustees under clause 10.1.40 does not give any rights to, or impose any obligations on, the Te Pumautanga Trustees in relation to:

(a) the waters of those lakes; or

(b) the aquatic life of those lakes (other than plants attached to the beds of the lakes);

10.1.42 that the boundaries of the Beds of Lakes Rotongata (Mirror Lake) and Rotoatua will be governed by any applicable common law rule of accretion, erosion or avulsion;

10.1.43 that clauses 10.1.39-10.1.42 are subject to the Te Pumautanga Trustees providing to the Crown a registrable covenant in relation to the Beds of Lakes Rotongata (Mirror Lake) and Rotoatua:

(a) for the preservation of the conservation values and reserve values of that land and public access; and

(b) in the form set out in Part 2 of Schedule 2 (the "**Lakes Rotongata (Mirror Lake) and Rotoatua Covenant**"); and

10.1.44 that the Lakes Rotongata (Mirror Lake) and Rotoatua 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;

Te Ariki Site vests in fee simple as to an undivided one half share

10.1.45 that the reservation of the Te Ariki Site under the Reserves Act is revoked;

10.1.46 that an undivided half share of the fee simple estate in the Te Ariki Site vests in the Te Pumautanga Trustees and an undivided half share of the fee simple estate in the Te Ariki Site vests in the trustees of the Te Ariki Trust as tenants in common;

10.1.47 that clauses 10.1.45 and 10.1.46 are subject to:

(a) the Te Pumautanga Trustees and the trustees of the Te Ariki Trust entering into a management deed in the form set out in Part 3 of Schedule 2 (the "**Te Ariki Management Deed**"); and

(b) the Te Pumautanga Trustees and the trustees of the Te Ariki Trust providing to the Crown a registrable public walkway easement under section 8 of the New Zealand Walkways Act 1990 in relation to the Te Ariki Site in the form set out in Part 4 of Schedule 2 (the "**Te Ariki Walkway Easement**");

10.1.48 that the Te Ariki Trust is an organisation named or described in Schedule 4 of the Public Finance Act;

10.1.49 that to avoid doubt, the obligations of the Te Ariki Trust under the Public Finance Act are the responsibility of the trustees of the Te Ariki Trust;

10.1.50 that the Fourth Schedule of the Public Finance Act is amended by inserting, in its appropriate alphabetical order, the following item:

"Te Ariki Trust";

10.1.51 that the Te Ariki Trust is a public entity as defined in section 4 of the Public Audit Act and, in accordance with that Act, the Auditor-General is its auditor; and

10.1.52 that the deed establishing the Te Ariki Trust is valid and enforceable in accordance with its terms as a private trust, despite any enactment or other rule of law;

Punaromia Site vests in fee simple

10.1.53 that the reservation of the Punaromia Site under the Reserves Act is revoked;

10.1.54 that the Punaromia Site vests in the Te Pumautanga Trustees;

Wai-o-Tapu Site vests as a reserve

10.1.55 that the reservation of the Wai-o-Tapu Site as a scenic reserve subject to section 19 of the Reserves Act is revoked;

10.1.56 that the fee simple estate in the Wai-o-Tapu Site vests in the Te Pumautanga Trustees;

10.1.57 for the reservation of the Wai-o-Tapu Site as a scenic reserve subject to section 19(1)(a) of the Reserves Act;

10.1.58 that despite section 16(10) of the Reserves Act, the name of the reserve created under clause 10.1.57 is Wai-o-Tapu Scenic Reserve;

10.1.59 that sections 78(1)(a), 79, 80, 81 and 88 of the Reserves Act will not apply to the Wai-o-Tapu Site;

10.1.60 that clauses 10.1.55-10.1.59 are subject to the Te Pumautanga Trustees granting a registrable right of way easement in favour of Lot 1 DPS 45063 over the area shown marked A on SO 395143 in the form set out in Part 5 of Schedule 2 (the "**Wai-o-Tapu Site Easement**");

10.1.61 that the Wai-o-Tapu Site Easement granted in accordance with clause 10.1.61 is enforceable in accordance with its terms, despite the provisions of the Reserves Act; and

10.1.62 that all references in the Wai-o-Tapu Site Lease to "the District Manager of the Tourist Department", "the General Manager" and "the Minister of Tourist and Health Resorts" and "the Governor-General" are references to "the Lessor";

Site adjacent to Orakei-Korako vests in fee simple

10.1.63 that the fee simple estate in the Site adjacent to Orakei-Korako vests in the Te Pumautanga Trustees;

10.1.64 that clause 10.1.63 is subject to the Te Pumautanga Trustees providing to the Crown a registrable covenant in relation to the Site adjacent to Orakei-Korako:

(a) for the preservation of the reserve values of that land; and

(b) in the form set out in Part 2 of Schedule 2 (the "**Orakei-Korako Covenant**"); and

10.1.65 that the Orakei-Korako Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act;

Site adjacent to Lake Rotomahana vests in fee simple

10.1.66 that the fee simple estate in the Site adjacent to Lake Rotomahana vests in the Te Pumautanga Trustees;

10.1.67 that clause 10.1.66 is subject to the Te Pumautanga Trustees providing to the Crown a registrable covenant in relation to the Site adjacent to Lake Rotomahana:

(a) for the preservation of the reserve values of that land; and

(b) in the form set out in Part 2 of Schedule 2 (the "**Lake Rotomahana Covenant**"); and

10.1.68 that the Lake Rotomahana Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act;

Kakapiko vests in fee simple

10.1.69 that section 23 of the Crown Forest Assets Act applies in relation to Kakapiko, at all times (including before the Settlement Date):

(a) despite the site not being Crown Forest Land and not being returned to Maori ownership in accordance with section 36 of that Act; and

(b) as if reference to the "Licensor" were a reference to the owner of the fee simple estate in the site;

10.1.70 that the fee simple estate in Kakapiko vests in the Te Pumautanga Trustees;

10.1.71 that clause 10.1.70 is subject to the Te Pumautanga Trustees providing to the Crown a registrable covenant in relation to Kakapiko:

(a) for the preservation of the reserve values of that land; and

(b) in the form set out in Part 2 of Schedule 2 (the "**Kakapiko Covenant**"); and

10.1.72 that the Kakapiko Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act;

Roto-a-Tamaheke Reserve vests as a reserve

10.1.73 that the Tourist and Health Resorts Control Act ceases to apply to Roto-a-Tamaheke Reserve;

10.1.74 that the reservation of the Roto-a-Tamaheke Reserve as a recreation reserve subject to section 17 of the Reserves Act is revoked;

10.1.75 that the fee simple estate in the Roto-a-Tamaheke Reserve vests in the Te Pumautanga Trustees;

10.1.76 for the reservation of the Roto-a-Tamaheke Reserve as a recreation reserve subject to section 17 of the Reserves Act;

10.1.77 that despite section 16(10) of the Reserves Act, the name of the reserve created under clause 10.1.76 is Roto-a-Tamaheke Recreation Reserve; and

10.1.78 that sections 78(1)(a), 79, 80, 81 and 88 of the Reserves Act will not apply to the Roto-a-Tamaheke Reserve;

Whakarewarewa Thermal Springs Reserve vests as a reserve

10.1.79 that the Tourist and Health Resorts Control Act ceases to apply to the Whakarewarewa Thermal Springs Reserve;

10.1.80 that Schedule 2 of the Tourist and Health Resorts Control Act is amended by omitting the item "Whakarewarewa Thermal Springs Reserve";

10.1.81 that the reservation of the Whakarewarewa Thermal Springs Reserve as a recreation reserve subject to section 17 of the Reserves Act is revoked;

10.1.82 that the fee simple estate in the Whakarewarewa Thermal Springs Reserve vests in the Te Pumautanga Trustees;

10.1.83 for the reservation of the Whakarewarewa Thermal Springs Reserve as a recreation reserve subject to section 17 of the Reserves Act;

10.1.84 that despite section 16(10) of the Reserves Act, the name of the reserve created under clause 10.1.83 is Whakarewarewa Thermal Springs Recreation Reserve;

10.1.85 that sections 78(1)(a), 79, 80, 81 and 88 of the Reserves Act will not apply to the Whakarewarewa Thermal Springs Reserve;

10.1.86 that clauses 10.1.79-10.1.85 are subject to the Te Pumautanga Trustees granting to the New Zealand Maori Arts and Crafts Institute ("**MACI**") a registrable lease of the Whakarewarewa Thermal Springs Reserve in the form set out in Part 7 of Schedule 2 (the "**Whakarewarewa Thermal Springs Lease**");

10.1.87 that the following documents are enforceable in accordance with their terms, despite the provisions of the Reserves Act and the Tourist and Health Resorts Control Act:

(a) the Whakarewarewa Thermal Springs Lease granted in accordance with clause 10.1.86;

(b) a registrable variation of the Existing Whakarewarewa Thermal Springs Lease, as partially surrendered by a registrable deed of surrender in respect of the Whakarewarewa Thermal Springs Reserve (the "**Surrender Document**"), entered into by the Crown and MACI in the form set out in Part 6 of Schedule 2 (the "**Existing Lease Variation**");and

(c) a registrable lease of the Arikikapakapa Section 101 Land, granted by the Crown to MACI in the form set out in Part 8 of Schedule 2 (the "**Arikikapakapa Section 101 Lease**");

10.1.88 that the lessor under the Whakarewarewa Thermal Springs Lease is entitled to receive and use the annual rent payable under the lease for any purpose, despite the provisions of the Reserves Act;

10.1.89 that the Minister of Tourism may execute any or all of the documents referred to in clause 10.1.87; and

10.1.90 that a document executed under clause 10.1.89 has effect as if it were properly executed by MACI as lessee in accordance with the New Zealand Maori Arts and Crafts Institute Act and any rules made under that Act;

Schools vest in fee simple

10.1.91 that the fee simple estate in each School vests in the Te Pumautanga Trustees; and

10.1.92 that clause 10.1.91 is subject to the Te Pumautanga Trustees granting to the Crown a lease in respect of each School in the form set out in Part 12 of Schedule 2 at the Commencement Rent for each School.

PROVISIONS RELATING TO VESTING OF CULTURAL REDRESS PROPERTIES

Te Pumautanga Trustees to sign documents

10.2 On or before the Settlement Date the Te Pumautanga Trustees must sign and return to the Crown in relation to:

10.2.1 the Site on Horohoro Bluff, the Horohoro Bluff Covenant;

10.2.2 the Moerangi Site, the Moerangi Covenant;

10.2.3 the Lake Rotokawa Site, the Lake Rotokawa Covenant;

10.2.4 Te Wairoa, the Te Wairoa Covenant;

10.2.5 the Okataina Lodge Site, the Okataina Lodge Site Crown Lease;

10.2.6 the Beds of Lakes Rotongata (Mirror Lake) and Rotoatua, the Lakes Rotongata (Mirror Lake) and Rotoatua Covenant;

10.2.7 the Te Ariki Site, the Te Ariki Management Deed and the Te Ariki Walkway Easement;

10.2.8 the Wai-o-Tapu Site, the Wai-o-Tapu Site Easement;

10.2.9 the Site adjacent to Orakei-Korako, the Orakei-Korako Covenant;

10.2.10 the Site adjacent to Lake Rotomahana, the Lake Rotomahana Covenant;

10.2.11 Kakapiko, the Kakapiko Covenant; and

10.2.12 each School, a lease in the form set out in Part 12 of Schedule 2 at the Commencement Rent for the School.

Crown to provide documents

10.3 The obligation on the Te Pumautanga Trustees in clause 10.2 to sign and return the documents by the Settlement Date shall only apply if the Crown prepares and provides the documents listed in clause 10.2 to the Te Pumautanga Trustees no later than 10 Business Days prior to the Settlement Date. If the Crown provides the documents in clause 10.2 to the Te Pumautanga Trustees later than 10 Business Days before the Settlement Date, the obligation on the Te Pumautanga Trustees in clause 10.2 shall be deferred by the number of days after the day that is 10 Business Days before the Settlement Date that the Crown provides the documents in clause 10.2 to the Te Pumautanga Trustees.

Deed relating to telecommunication sites over Sites on Paeroa Range

10.4 The Te Pumautanga Trustees acknowledges that the Sites on Paeroa Range are subject to a National Deed for Existing Telecommunication Sites dated 22 November 1993 between the Crown and Broadcast Communications Limited (the "**Telecommunications Deed**") which also affects land retained by the Crown.

10.5 The Te Pumautanga Trustees will comply with the Telecommunications Deed to the extent that it relates to the Sites on Paeroa Range and will not do any thing or omit to do any thing which causes a breach by the Crown of its obligations under the Telecommunications Deed.

10.6 The Te Pumautanga Trustees acknowledges that it is not entitled to any rent or other charges payable to the Crown under the Telecommunications Deed.

10.7 The Crown will pay to the Te Pumautanga Trustees any amount it receives from the grantee under the Telecommunications Deed in respect of the grantee's obligation to indemnify the Crown to the extent that the payment received relates to injury, loss or damage on or to the Sites on the Paeroa Range. The payment will be made as soon as reasonably practicable after receipt by the Crown from the grantee under the Telecommunications Deed.

Forestry right over Moerangi Site and Kakapiko

10.8 The Te Pumautanga Trustees acknowledge that the Moerangi Site and Kakapiko will vest in the Te Pumautanga Trustees subject to a forestry right registrable under the Forestry Rights Registration Act in the form presented to the Affiliate Te Arawa Iwi/Hapu immediately before the date of the Original Deed of Settlement.

10.9 If the forestry right referred to in clause 10.8 has not been registered under the Forestry Rights Registration Act by the Settlement Date, the Te Pumautanga Trustees will, at the cost of the Crown, do all things necessary to effect that registration.

Okataina Lodge Site Crown Lease

10.10 Prior to Settlement Date, the Crown will enter into the Okataina Lodge Site Crown Lease.

Recognition of Ngati Rangitihi interest in Te Ariki Site

10.11 The Crown recognises that Ngati Rangitihi also has an interest in the Te Ariki Site and the Crown acknowledges and agrees that the trustees of the Te Ariki Trust will hold the Te Ariki Trust's undivided half share in the Te Ariki Site in trust for the Crown for future potential Treaty of Waitangi settlements.

Te Ariki Trust

10.12 The Crown will establish the Te Ariki Trust before the Settlement Date and the Crown will procure the trustees of the Te Ariki Trust to enter into the Te Ariki Management Deed and the Te Ariki Walkway Easement prior to the Settlement Date.

Existing Whakarewarewa Thermal Springs Lease

10.13 Prior to the Settlement Date, the Crown will enter into and will procure MACI's entry into:

10.13.1 the Surrender Document;

10.13.2 the Existing Lease Variation; and

10.13.3 the Arikikapakapa Section 101 Lease,

and the Crown will procure MACI's entry into the Whakarewarewa Thermal Springs Lease.

10.14 On or before the Settlement Date, the Te Pumautanga Trustees will sign the Whakarewarewa Thermal Springs Lease.

10.15 The Crown must prudently administer and comply with all of its obligations in respect of the Existing Whakarewarewa Thermal Springs Lease between the Date of this Deed and the date that the Whakarewarewa Thermal Springs Reserve is vested in the Te Pumautanga Trustees under clause 10.1.82.

Rent and Rent Reviews under the Whakarewarewa Thermal Springs Lease

10.16 From the Settlement Date, the annual rent payable by MACI to the lessor under the Existing Lease Variation and the Arikikapakapa Section 101 Lease and to the lessor under the Whakarewarewa Thermal Springs Lease shall always be in equal amounts.

10.17 The five yearly rent review in 2013 under the Existing Lease Variation, the Arikikapakapa Section 101 Lease and the Whakarewarewa Thermal Springs Lease, and all subsequent rent reviews, will be undertaken in accordance with the rent review provisions in those leases.

10.18 The Crown must ensure that, if the Arikikapakapa and Other Reserve Land and the Arikikapakapa Section 101 Land is, after the Settlement Date, transferred in any future Treaty of Waitangi Settlements, or the Crown otherwise disposes of the Arikikapakapa and Other Reserve Land and the Arikikapakapa Section 101 Land, that such transfer or disposition is made subject to and protecting the continuation of:

10.18.1 the equal sharing of rent payable under the Existing Lease Variation, the Arikikapakapa Section 101 Lease and the Whakarewarewa Thermal Springs Lease as set out in clause 10.16 and as set out in those leases;

10.18.2 joint rent reviews from 2013, under the Existing Lease Variation, the Arikikapakapa Section 101 Lease and the Whakarewarewa Thermal Springs Lease, in accordance with the provisions in those leases; and

10.18.3 all provisions in the Existing Lease Variation and in the Arikikapakapa Section 101 Lease that directly or indirectly regulate and protect the

connected relationship between the Existing Lease Variation, the Arikikapakapa Section 101 Lease and the Whakarewarewa Thermal Springs Lease including, without limitation, all provisions that directly or indirectly regulate and protect the calculation of, and the amount of, rent and any other income payable under the Existing Lease Variation, the Arikikapakapa Section 101 Lease and the Whakarewarewa Thermal Springs Lease,

for the term (including all renewal terms) of the Existing Lease Variation and the Arikikapakapa Section 101 Lease.

Subsequent vesting of Whakarewarewa Thermal Springs Reserve

10.19 The Te Pumautanga Trustees acknowledge that the Whakarewarewa Thermal Springs Reserve will subsequently vest in a joint trust established by Tuhourangi Ngati Wahiao and Ngati Whakaue arising out of the enactment of legislation vesting the Whakarewarewa Thermal Springs Reserve, the Roto-a-Tamaheke Reserve and certain other adjoining reserve land in that joint trust and the Te Pumautanga Trustees agree to support legislation that gives effect to that vesting.

Whakarewarewa Village Debt

10.20 The Crown forgives the Whakarewarewa Village Debt in its entirety and confirms to the Te Pumautanga Trustees that no money is outstanding or payable by the Te Pumautanga Trustees or by any other person in respect of the Whakarewarewa Village Debt.

Subsequent vesting of Roto-a-Tamaheke Reserve

10.21 The Te Pumautanga Trustees acknowledge that the Roto-a-Tamaheke Reserve will subsequently vest in a joint trust established by Tuhourangi Ngati Wahiao and Ngati Whakaue arising out of the enactment of the legislation referred to in clause 10.19 and the Te Pumautanga Trustees agree to support legislation that gives effect to that vesting.

Crown to maintain in current state and condition

10.22 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 Te Pumautanga Trustees under clause 10.1:

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

10.22.2 in accordance with the Crown's existing management and administration practices for that property.

10.23 The Affiliate Te Arawa Iwi/Hapu 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 10.22.

Warranty in relation to Disclosure Information

10.24 The Crown warrants to the Te Pumautanga Trustees 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

10.25 Except as provided in clause 10.24, the Crown gives no representation or warranty (whether express or implied) with respect to:

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

(a) any legislation including bylaws; or

(b) any enforcement or other notice, requisition or proceeding issued by an authority; or

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

Ability of the Affiliate Te Arawa Iwi/Hapu to inspect

10.26 The Affiliate Te Arawa Iwi/Hapu acknowledge that (although the Crown is not giving any representation or warranty in relation to any Cultural Redress Property except as provided in clause 10.24) the Affiliate Te Arawa Iwi/Hapu had the opportunity prior to the Date of this Deed (in addition to being able to examine the Disclosure Information) to:

10.26.1 inspect each Cultural Redress Property; and

10.26.2 determine its state and condition.

Access

10.27 Other than as provided under this Deed, the Crown will not make arrangements for access by the Affiliate Te Arawa Iwi/Hapu to a Cultural Redress Property following its vesting in the Te Pumautanga Trustees.

Survey

10.28 If the boundaries of a Cultural Redress Property, or the route of the Te Ariki Walkway Easement or the route of the Wai-o-Tapu Site Easement have not been determined sufficiently for the purpose of raising title, the Crown will arrange for:

10.28.1 it to be surveyed; and

10.28.2 the survey plan to be prepared and approved (and, where applicable, deposited).

Costs

10.29 The Crown will pay any survey and registration costs, and any other costs agreed by the Crown and the Affiliate Te Arawa Iwi/Hapu, required to vest the Cultural Redress Properties in the Te Pumautanga Trustees.

Settlement Legislation in relation to Cultural Redress Properties

10.30 The Settlement Legislation will provide that:

Date of vesting of Cultural Redress Properties

10.30.1 the Cultural Redress Properties (other than Roto-a-Tamaheke and Whakarewarewa Thermal Springs Reserve) and the undivided half share in the Te Ariki Site vest on the Settlement Date;

10.30.2 Roto-a-Tamaheke and Whakarewarewa Thermal Springs Reserve vest on a date to be appointed by the Governor-General by Order in Council;

Encumbrances

10.30.3 the vesting of each Cultural Redress Property and the undivided half share in the Te Ariki Site is subject to any Relevant Encumbrances;

Title to Cultural Redress Properties

10.30.4 where the land that forms all or part of the Cultural Redress Property is all of the land contained in an existing computer freehold register, the Registrar-General of Land must, on written application by an Authorised Person:

(a) register the Te Pumautanga Trustees 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;

10.30.5 where clause 10.30.4 does not apply, the Registrar-General of Land must, on written application by an Authorised Person, and after completion of any necessary survey:

(a) create, in accordance with that application, one or more computer freehold registers in the names of the Te Pumautanga Trustees, and enter on the register any Relevant Encumbrances that are registered, notified, or notifiable and that are described in the application; or

(b) in the case of the Te Ariki Site:

(i) create a computer freehold register for an undivided half share of the fee simple estate in the Te Ariki Site in the names of the Pumautanga Trustees;

(ii) create a computer freehold register for an undivided half share of the fee simple estate in the Te Ariki Site in the names of the trustees of the Te Ariki Trust; and

(iii) enter on each register any Relevant Encumbrances that are registered, notified or notifiable and that are described in the application relating to the register;

10.30.6 a computer freehold register or registers created on written application under clause 10.30.5 must be created:

(a) in respect of Roto-a-Tamaheke and Whakarewarewa Thermal Springs Reserve, as soon as reasonably practicable after the date of vesting under clause 10.30.2, but no later than:

(i) 24 months after that date; or

(ii) such later date as may be agreed in writing by the Te Pumautanga Trustees and the Crown; and

(b) in respect of the other Cultural Redress Properties, as soon as reasonably practicable after the Settlement Date, but no later than:

(i) 24 months after the Settlement Date; or

(ii) such later date as may be agreed in writing by the Te Pumautanga Trustees and the Crown;

Application of Part 4A of Conservation Act

10.30.7 the vesting under the Settlement Legislation of the fee simple estate in a Cultural Redress Property is a disposition for the purposes of Part 4A of the Conservation Act, but sections 24(2A), 24A and 24AA of that Act do not apply to the disposition;

10.30.8 despite clause 10.30.7:

(a) section 24 of the Conservation Act does not apply to the vesting of:

(i) Pateko Island under clause 10.1.30;

(ii) Te Koutu Pa under clause 10.1.32;

(iii) the Te Ariki Site under clause 10.1.46;

(iv) the areas shown marked A and B on SO 364707, which vest as part of the Lake Rotokawa Site under clause 10.1.20;

(v) a Reserve Site under clause 10.1.3, 10.1.12, 10.1.56, 10.1.75 or 10.1.82; or

(vi) a School, under clause 10.1.91;

(b) the marginal strip reserved by section 24 of the Conservation Act from the vesting of the Punaromia Site under clause 10.1.54 is reduced to a width of 10 metres; and

(c) Part 4A of the Conservation Act does not apply to the vesting of the Beds of Lakes Rotongata (Mirror Lake) and Rotoatua under clause 10.1.40;

10.30.9 if the reservation under the Settlement Legislation of a Reserve Site is revoked in relation to all or part of the Reserve Site, then the Reserve Site's vesting referred to in clause 10.30.8(a)(v) is no longer exempt from section 24 of the Conservation Act in relation to all or that part of the Reserve Site, as the case may be;

10.30.10 if a lease referred to in clause 10.1.94, or a renewal of that lease, terminates, or expires without being renewed, in relation to all or part of a School, then the School's vesting referred to in clause 10.30.8(a)(vi) is no longer exempt from section 24 of the Conservation Act in relation to all or that part of the School, as the case may be;

Recording Application of Part 4A of Conservation Act and sections of the Settlement Legislation

10.30.11 the Registrar-General of Land must record on the computer freehold register for:

(a) each of the following Cultural Redress Properties, that the land is subject to Part 4A of the Conservation Act, but that section 24 of that Act does not apply:

(i) Pateko Island;

(ii) Te Koutu Pa; and

(iii) the Te Ariki Site;

(b) the Lake Rotokawa Site, that the land is subject to Part 4A of the Conservation Act, but that section 24 of that Act does not apply to the areas shown marked A and B on SO 364707;

(c) a Reserve Site, that the land is subject to Part 4A of the Conservation Act, but that section 24 of that Act does not apply and that the land is subject to clauses 10.30.9 and 10.30.19-10.30.25;

(d) a School, that the land is subject to Part 4A of the Conservation Act, but that section 24 of that Act does not apply and that the land is subject to clause 10.30.10;

(e) the Punaromia Site, that the land is subject to Part 4A of the Conservation Act, but that the marginal strip is reduced to a width of 10 metres;

(f) the Beds of Lakes Rotongata (Mirror Lake) and Rotoatua, that Part 4A of the Conservation Act does not apply; and

(g) any other Cultural Redress Property, that the land is subject to Part 4A of the Conservation Act;

10.30.12 a notification made under clause 10.30.11 that land is subject to Part 4A of the Conservation Act is to be treated as having been made in compliance with section 24D(1) of that Act;

10.30.13 if the reservation under this Part of a reserve site is revoked in relation to:

(a) all of the site, then the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the site the notifications that:

(i) section 24 of the Conservation Act does not apply to the site; and

(ii) the site is subject to clauses 10.30.9 and 10.30.19-10.30.25;

(b) part of the site, then the Registrar-General must ensure that the notifications referred to in clause 10.30.13(a) remain only on the computer freehold register for the part of the site that is left as a reserve;

10.30.14 if a lease of a School referred to in clause 10.1.92, or a renewal of that lease, terminates, or expires without being renewed, in relation to all or part of the School, then the Minister of Education must apply in writing to the Registrar-General of Land:

(a) where none of the School remains subject to such a lease, to remove from the computer freehold register for the School the notifications that:

(i) section 24 of the Conservation Act does not apply to the School; and

(ii) the School is subject to clause 10.30.9; or

(b) where part of the School remains subject to such a lease (the "**Leased Part**"), amend the notifications on the computer freehold register for the School to record that the notifications referred to in clause 10.32.14(a) relate only to the Leased Part;

10.30.15 the Registrar-General of Land must comply with an application received in accordance with clause 10.30.13 or clause 10.30.14;

Application of Reserves Act to Reserve Sites

10.30.16 the Te Pumautanga Trustees are the administering body of a Reserve Site for the purposes of the Reserves Act;

10.30.17 sections 48A, 114 and 115 of the Reserves Act apply to a Reserve Site, despite sections 48A(6), 114(5) and 115(6) of that Act;

10.30.18 if the reservation under the Settlement Legislation of a Reserve Site is revoked under section 24 of the Reserves Act in relation to all or part of the Reserve Site, section 25 of that Act, except subsection (2), does not apply to the revocation;

Subsequent transfer of Reserve Land

10.30.19 clauses 10.30.20-10.30.25 apply to any part of a Reserve Site that, at any time after vesting under the Settlement Legislation in the Te Pumautanga Trustees, remains a reserve under the Reserves Act (the "**Reserve Land**");

10.30.20 the fee simple estate in the Reserve Land may be transferred to any other person only in accordance with clauses 10.30.21-10.30.25, despite any other enactment or rule of law;

10.30.21 the Minister of Conservation must give written consent to the transfer of the fee simple estate in the Reserve Land to another person or persons (the "**New Owners**") if, upon written application, the registered proprietors of the Reserve Land satisfy the Minister of Conservation that the New Owners are able to:

(a) comply with the requirements of the Reserves Act; and

(b) perform the duties of an administering body under the Reserves Act;

10.30.22 the Registrar-General of Land must, upon receiving the documents specified in clause 10.30.23, register the New Owners as the proprietors of the fee simple estate in the Reserve Land;

10.30.23 the documents are:

(a) a transfer instrument to transfer the fee simple estate in the Reserve Land to the New Owners, including a notification that the New Owners are to hold the Reserve Land for the same reserve purposes as it was held by the administering body immediately before the transfer;

(b) the written consent of the Minister of Conservation to the transfer of the Reserve Land; and

(c) any other document required for the registration of the transfer instrument;

10.30.24 the New Owners, from the time of registration under clause 10.30.22:

(a) are the administering body of the Reserve Land for the purposes of the Reserves Act; and

(b) hold the Reserve Land for the same reserve purposes as it was held by the administering body immediately before the transfer;

10.30.25 despite clauses 10.30.19 and 10.30.20, clauses 10.30.21-10.30.24 do not apply to the transfer of the fee simple estate in the Reserve Land if:

(a) the transferors of the Reserve Land are or were trustees of a trust;

(b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and

(c) the instrument to transfer the Reserve Land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that clauses 10.30.25(a) and (b) apply;

Application of other enactments

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

10.30.27 section 11 and Part 10 of the Resource Management Act do not apply to:

(a) the vesting of the fee simple estate in a Cultural Redress Property under the Settlement Legislation; or

(b) any matter incidental to, or required for the purpose of, the vesting;

10.30.28 the vesting of the fee simple estate in a Cultural Redress Property under the Settlement Legislation does not:

(a) limit section 10 or 11 of the Crown Minerals Act;

(b) affect other rights to sub-surface minerals; or

(c) limit the Crown's or a Local Authority's rights and obligations in respect of geothermal energy (within the meaning of section 2(1) of the Resource Management Act) under any enactment or rule of law;

10.30.29 the permission of a council under section 348 of the Local Government Act 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 Cultural Redress Property;

10.30.30 such other provisions as are necessary or desirable to give effect to this Part;

Application of intra-Crown payments for certain Cultural Redress Properties

10.30.31 the Minister of Conservation may direct that any intra-Crown payment for the Rangitoto Site, the Sites on Paeroa Range, Te Wairoa, Pateko Island, Te Koutu Pa, the Okataina Lodge Site, the Okataina Outdoor Education Centre Site, the Beds of Lakes Rotongata (Mirror Lake) and Rotoatua, the Te Ariki Site, the Punaromia Site, the Wai-o-Tapu Site, Roto-a-Tamaheke Reserve, Whakarewarewa Thermal Springs Reserve and Matawhaura (part of the Lake Rotoiti Scenic Reserve) 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

10.30.32 a direction by the Minister of Conservation under clause 10.32.28 is to be treated as a direction under section 82(1)(a) of the Reserves Act.

Timing of vesting of Roto-a-Tamaheke and Whakarewarewa Thermal Springs Reserve

10.31 The Crown must procure that the Governor-General is advised to make the Order in Council under clause 10.30.2 so that the date for vesting of Roto-a-Tamaheke and Whakarewarewa Thermal Springs Reserve is the date before they vest under the legislation referred to in clause 10.19.

10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

MATAWHAURA (PART OF THE LAKE ROTOITI SCENIC RESERVE) AND OTARI PA

Definitions

10.32 In clauses 2.9.4, 2.9.6, 2.10.1, 2.10.2, 10.30, 10.32-10.37 and Part 11:

10.32.1 "**Matawhaura (part of the Lake Rotoiti Scenic Reserve)**" means the land described by that name in Part 4 of Schedule 3;

10.32.2 "**Members of Ngati Pikiao**" means individuals who are descended from Pikiao whose historical treaty claims are being settled through this Deed (which, for the avoidance of doubt, does not include Ngati Makino);

10.32.3 "**Ngati Makino Settlement Deed**" means a deed of settlement between the Crown and Ngati Makino, or a claimant group that includes Ngati Makino, to settle the historical claims of Ngati Makino;

10.32.4 "**Ngati Makino Settlement Legislation**" means the legislation enacted to implement a Ngati Makino Settlement Deed;

10.32.5 "**Otari Pa**" means the land described by that name in Part 1 of Schedule 3;

10.32.6 "**Pikiao Entity**" means:

(a) the body corporate or trust established consistently with clause 10.34.1 or clause 10.36; and

(b) where a trust is established, includes the trustees appointed from time to time under the trust deed in their capacity as trustees; and

10.32.7 "**Vesting Date**" means:

(a) the date specified in the Ngati Makino Settlement Legislation as the date on which Matawhaura (part of the Lake Rotoiti Scenic Reserve) and Otari Pa vest in the Pikiao Entity; or

(b) if, on the date that is 2 years from the date this Deed becomes unconditional, clause 10.32.7(a) does not apply, the later of:

(i) the date which is 2 years after the date this Deed becomes unconditional; and

(ii) the date on which the Minister in Charge of Treaty Negotiations receives notice from the trustees of the Te Pumautanga o te Arawa Trust and of the Ngati Makino Heritage Trust that they have reached agreement in relation to their Manawhenua interests in both sites; and

(iii) the day after the date the Pikiao Entity is established under clause 10.36; and

10.32.8 "**Manawhenua**" means the interpretation to be agreed between those parties specified in clause 10.32.7(b)(ii).

Settlement Legislation

10.33 The Settlement Legislation will provide:

10.33.1 that the reservation of Matawhaura (part of the Lake Rotoiti Scenic Reserve) as a scenic reserve subject to section 19 of the Reserves Act is revoked on the Vesting Date;

10.33.2 that the fee simple estate in Matawhaura (part of the Lake Rotoiti Scenic Reserve) vests in the Pikiao Entity;

10.33.3 for the reservation of Matawhaura (part of the Lake Rotoiti Scenic Reserve) as a scenic reserve subject to section 19(1)(a) of the Reserves Act for which the Pikiao Entity will be an administering body;

10.33.4 that the fee simple estate in Otari Pa vests in the Pikiao Entity;

10.33.5 that Matawhaura (part of the Lake Rotoiti Scenic Reserve) and Otari Pa will vest in the Pikiao Entity on the Vesting Date;

10.33.6 that the vesting of Matawhaura (part of the Lake Rotoiti Scenic Reserve) and Otari Pa is subject to any Encumbrances affecting those sites on the Vesting Date;

10.33.7 that clauses 10.30.3-10.30.32 apply to Matawhaura (part of the Lake Rotoiti Scenic Reserve) and Otari Pa as if:

(a) each site were a Cultural Redress Property;

(b) references to the Te Pumautanga Trustees were references to the Pikiao Entity;

(c) references in clause 10.30.6 to the Settlement Date were references to the Vesting Date;

(d) Authorised Person were defined to mean a person authorised by:

(i) the Director-General, in the case of Matawhaura (part of the Lake Rotoiti Scenic Reserve); or

(ii) the chief executive of LINZ, in the case of Otari Pa; and

(e) Matawhaura (part of the Lake Rotoiti Scenic Reserve) were a Reserve Site, and the vesting of that Reserve Site were referred to in clause 10.30.8(a)(v); and

10.33.8 that the Minister in Charge of Treaty of Waitangi Negotiations must, as soon as practicable after Matawhaura (part of the Lake Rotoiti Scenic Reserve) and Otari Pa are vested in the Pikiao Entity, notify the vesting and the date of vesting in the *Gazette.*

Establishment of Pikiao Entity if Ngati Makino Settlement Deed is entered into

10.34 The Crown must include, in Ngati Makino Settlement Legislation that is proposed for introduction on or before the date that is 18 months after the date on which this Deed becomes unconditional:

10.34.1 provision for Matawhaura (part of the Lake Rotoiti Scenic Reserve) and Otari Pa to vest in a body corporate or trust approved in writing and established jointly by (and consistently with the agreed outcome of the Manawhenua process referred to in clause 10.32.7(b)(ii)):

(a) the Te Pumautanga Trustees; and

(b) the governance entity to receive the settlement redress from the Crown for Ngati Makino; and

10.34.2 a provision that the Vesting Date for the purpose of clause 10.33 is the day after the date the Pikiao Entity is established consistently with clause 10.34.1; and

10.34.3 a provision that the provisions referred to in clause 10.34.1 and 10.34.2 will lapse if vesting has not occurred under the processes that occur under clause 10.34.2 by the date that is 2 years after the date on which this Deed becomes unconditional.

Establishment of Pikiao Entity 2 years after this Deed becomes unconditional

10.35 The Crown must give Notice to the Te Pumautanga Trustees on the date that is 2 years after the date on which this Deed becomes unconditional requiring the Te Pumautanga Trustees to establish a body corporate or trust under clause 10.36, unless by that date Matawhaura (part of the Lake Rotoiti Scenic Reserve) and Otari Pa have vested in the Pikiao Entity under clause 10.34.2.

10.36 The Te Pumautanga Trustees must establish, as soon as reasonably practicable after receipt of a Notice under clause 10.35, a body corporate or a trust, which the Crown is satisfied:

10.36.1 will:

(a) be appropriate to have Matawhaura (part of the Lake Rotoiti Scenic Reserve) and Otari Pa vested in it; and

(b) have a structure that provides for:

(i) representation of Members of Ngati Pikiao and Ngati Makino;

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

(iii) accountability to Members of Ngati Pikiao and Ngati Makino; and

10.36.2 has been approved by the Crown, acting through the Minister in Charge of Treaty of Waitangi Negotiations, as being an entity that meets the criteria set out in clause 10.36.1.

Provisions of this section apply

10.37 Clauses 10.22–10.29 apply to Matawhaura (part of the Lake Rotoiti Scenic Reserve) and Otari Pa as if they were each a Cultural Redress Property.

Intention regarding Manawhenua

10.38 The parties record their intention that the use of the defined term "Pikiao Entity" for the entity to be established consistently with clause 10.34.1 or 10.36.1 does not preclude the outcome of the agreement referred to in clause 10.32.7(b)(ii) in relation to Manawhenua interests in Matawhaura (part of the Lake Rotoiti Scenic Reserve) and Otari Pa.

GEOTHERMAL ASSETS

Transfer of Geothermal Assets

10.39 On the Settlement Date the Crown must transfer the Geothermal Assets to the Te Pumautanga Trustees for nil consideration and on the terms and conditions set out in Part 11 of Schedule 2.

10.40 The Crown and the Affiliate Te Arawa Iwi/Hapu agree that the Geothermal Assets have a market value as at the Settlement Date of $5,000,000.

Acknowledgement regarding subsequent transfer

10.41 The Crown acknowledges and accepts that the Te Pumautanga Trustees wish to treat the Geothermal Assets as a cultural redress property to enable the Te Pumautanga Trustees to transfer the Geothermal Assets to another Representative Entity.

10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

REDRESS FOR NGATI TE RANGIUNUORA AND NGATI TAMAKARI

10.42 The Crown agrees to engage in a process to consider further cultural redress being made available to Ngati Te Rangiunuora and Ngati Tamakari, being two hapu of Ngati Pikiao. The process will be on the understanding set out in a mediation agreement involving those two hapu, the Te Pumautanga Trustees and the Crown dated 7 May 2008.

10.43 The Te Pumautanga Trustees acknowledge that there is no certainty of outcome arising from the Crown agreeing to engage in the process referred to in clause 10.42.

11 OTHER CULTURAL REDRESS

STATUTORY ACKNOWLEDGEMENT AND GEOTHERMAL STATUTORY ACKNOWLEDGEMENT

Provision of Statutory Acknowledgement

11.1 The Settlement Legislation will provide:

Provision of Statutory Acknowledgement

11.1.1 a Statutory Acknowledgement which will comprise:

(a) the descriptions of the Statutory Areas set out in Part 1 of Schedule 3;

(b) a reference to the texts of the statements by the Affiliate Te Arawa Iwi/Hapu of their cultural, spiritual, historical, and traditional association with the Statutory Areas, the texts of which are set out in Part 2 of Schedule 3;

(c) an acknowledgement by the Crown of those Statements of Association;

(d) the other matters required by this Deed; and

(e) any appropriate provisions to enable the Settlement Legislation to refer to those Statements of Association;

Provision of Geothermal Statutory Acknowledgement

11.1.2 a Geothermal Statutory Acknowledgement which will comprise:

(a) a description of the Geothermal Resource;

(b) a reference to the text of the statement by the Affiliate Te Arawa Iwi/Hapu of their cultural, spiritual, historical, and traditional association with and use of the Geothermal Resource, the text of which is set out in Part 2 of Schedule 3;

(c) an acknowledgement by the Crown of the Statement of Association;

(d) the other matters required by this Deed; and

(e) any appropriate provisions to enable the Settlement Legislation to refer to the Statement of Association;

Interpretation

11.1.3 that for the purposes of clauses 11.1.4-11.1.18:

(a) "**Consent Authority**" has the meaning set out in section 2(1) of the Resource Management Act; and

(b) "**Relevant Consent Authority**" means:

(i) for the purposes of the Geothermal Statutory Acknowledgement, a Consent Authority of a region or district which contains, or is adjacent to, the Rotorua Regional Geothermal System; or

(ii) for the purposes of the Statutory Acknowledgement, a Consent Authority of a region or district which contains, or is adjacent, to a Statutory Area;

11.1.4 that the only purposes of the Statutory Acknowledgement and the Geothermal Statutory Acknowledgement are as provided in clauses 11.1.6-11.1.18;

11.1.5 that where the Statutory Acknowledgement relates to a river, "**river**":

(a) means:

(i) a continuously or intermittently flowing body of fresh water, including a stream and modified watercourse; and

(ii) the bed of that river, but

(b) does not include:

(i) a part of the bed of the river that is not owned by the Crown;

(ii) land that the waters of the river do not cover at its fullest flow without overlapping its banks;

(iii) an artificial watercourse; or

(iv) a tributary flowing into the river;

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

11.1.6 that from the Effective Date, and without limiting its obligations under the Resource Management Act:

(a) a Relevant Consent Authority must have regard to the Geothermal Statutory Acknowledgement in forming an opinion in accordance with sections 93 to 94C of the Resource Management Act as to whether the Te Pumautanga Trustees are persons who may be adversely affected by the granting of a Resource Consent under section 14(1) of the Resource Management Act in respect of the Geothermal Resource;

(b) 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 Te Pumautanga Trustees are persons who may be adversely affected by the granting of a Resource Consent for activities within, adjacent to, or impacting directly on the Statutory Area;

(c) the Environment Court must have regard to the Geothermal Statutory Acknowledgement in determining, under section 274 of the Resource Management Act, whether the Te Pumautanga Trustees are persons having an interest greater than the public generally in proceedings in respect of an application under section 14(1) of the Resource Management Act in respect of the Geothermal Resource; and

(d) 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 Te Pumautanga Trustees are persons 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;

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

11.1.7 that 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 Te Pumautanga Trustees are (or, for the purposes of section 14(6)(a), may be) persons directly affected in relation to an archaeological site (as defined in section 2 of that Act) within the Statutory Area;

11: OTHER CULTURAL REDRESS

Recording of Statutory Acknowledgement and Geothermal Statutory Acknowledgement on Statutory Plans

11.1.8 that from the Effective Date, Relevant Consent Authorities must attach to all Statutory Plans that wholly or partially cover a Statutory Area or the Rotorua Region Geothermal System, information recording the Statutory Acknowledgement in relation to that Statutory Area or the Geothermal Statutory Acknowledgement in relation to the System, as the case may be;

11.1.9 that the attachment of information to a Statutory Plan under clause 11.1.8:

(a) must include the relevant provisions of the Settlement Legislation in full, the description of the Statutory Area or of the Rotorua Region Geothermal System, 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 Te Pumautanga Trustees

11.1.10 that a Relevant Consent Authority must, for a period of 20 years from the Effective Date, forward to the Te Pumautanga Trustees a summary of applications:

(a) under section 14(1) of the Resource Management Act in respect of the Geothermal Resource; and

(b) for Resource Consents for activities within, adjacent to, or impacting directly on a Statutory Area;

11.1.11 that the information provided under clause 11.1.10 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 Te Pumautanga Trustees 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;

11.1.12 that the Te Pumautanga Trustees may, by notice in writing to a Relevant Consent Authority:

(a) waive their rights under clause 11.1.10 and/or clause 11.1.11; and

(b) state the scope of the waiver and the period it applies for;

11.1.13 that clauses 11.1.10 to 11.1.12 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 Te Pumautanga Trustees are persons who may be adversely affected under those sections;

Use of Statutory Acknowledgement and Geothermal Statutory Acknowledgement with submissions

11.1.14 that the Te Pumautanga Trustees, or a Member of the Affiliate Te Arawa Iwi/Hapu, may cite:

(a) the Geothermal Statutory Acknowledgement as evidence of the association of the Affiliate Te Arawa Iwi/Hapu with, and use of, the Geothermal Resource, in submissions to, and proceedings before, a Relevant Consent Authority or the Environment Court concerning the taking, use, damming or diverting of any geothermal water or geothermal energy from any site located in the Rotorua Region Geothermal System; and

(b) the Statutory Acknowledgement as evidence of the association of the Affiliate Te Arawa Iwi/Hapu 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

11.1.15 that the content of a Statement of Association is not, by virtue of the Statutory Acknowledgement or the Geothermal Statutory Acknowledgement as the case may be, 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 or the Geothermal Resource may be stated

11.1.16 that neither the Te Pumautanga Trustees, nor a Member of the Affiliate Te Arawa Iwi/Hapu, are precluded by this Part from stating that the Affiliate Te Arawa Iwi/Hapu has an association with:

(a) 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; or

(b) the Geothermal Resource that is not described in the Geothermal Statutory Acknowledgement, and the content and existence of the Geothermal Statutory Acknowledgement do not limit any such statement;

General provisions

11.1.17 that the Statutory Acknowledgement and the Geothermal Statutory Acknowledgement do not (except as expressly provided in clauses 11.1.1-11.1.16):

(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 or the Geothermal Resource, as the case may be;

11.1.18 that except as expressly provided in clause 11.1.1 to 11.1.16, 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; and

Otari Pa

11.1.19 that clauses 11.1.3-11.1.18 cease to apply to the Statutory Area described as Otari Pa in Part 1 of Schedule 3 on the date that Statutory Area is vested in, or transferred to, the Pikiao Entity.

Amendment to the Resource Management Act

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

11: OTHER CULTURAL REDRESS

DEED OF RECOGNITION

Crown to provide Deed of Recognition

11.3 The Crown must, by or on the Settlement Date, provide the Te Pumautanga Trustees with two copies of the Deed of Recognition signed by the Minister of Conservation and on the terms and conditions set out in Part 3 of Schedule 3 in respect of those parts of the Statutory Area described in Part 1 of Schedule 3 as the Matahana Ecological Area that are owned and managed by the Crown.

Signing and return of the Deed of Recognition by the Te Pumautanga Trustees

11.4 The Te Pumautanga Trustees must:

11.4.1 sign both copies of the Deed of Recognition provided to them by the Crown under clause 11.3; and

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

Deed of Recognition requires consultation with Te Pumautanga Trustees

11.5 The Deed of Recognition must provide that the Minister of Conservation must, if undertaking the activities specified in that deed in relation to or within the Statutory Area to which the deed applies, consult and have regard to the views of the Te Pumautanga Trustees concerning the association of the Affiliate Te Arawa Iwi/Hapu with that Statutory Area as described in the relevant Statement of Association.

Termination of Deed of Recognition

11.6 The Deed of Recognition terminates in respect of the Statutory Area (or part of it) if:

11.6.1 the Te Pumautanga Trustees and the Minister of Conservation agree in writing that the Deed of Recognition is no longer appropriate for the area concerned;

11.6.2 the area concerned is disposed of by the Crown; or

11.6.3 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.

11.7 If the Deed of Recognition terminates in relation to an area under clause 11.6.3, the Crown will take reasonable steps to ensure that the Te Pumautanga Trustees continue to have input into the relevant activities in relation to or within the area concerned as provided in clause 11.6, through negotiation with the new person or official within the Crown that is responsible for those activities.

Settlement Legislation

11.8 The Settlement Legislation will provide that:

11.8.1 the Minister of Conservation may:

(a) enter into the Deed of Recognition with the Te Pumautanga Trustees in respect of the land within the Statutory Area; and

(b) amend the Deed of Recognition by entering into a deed with the Te Pumautanga Trustees to amend the Deed of Recognition; and

11.8.2 the Deed of Recognition, does not (except as expressly provided in clauses 11.3-11.8):

(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 who is not a party to this Deed; or

(c) grant, create or provide evidence of an estate or interest in, or rights relating to, the Statutory Area; and

11.8.3 except as expressly provided in clauses 11.3 – 11.8, 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 the association of the Affiliate Te Arawa Iwi/Hapu with the Statutory Area (as described in clause 11.1.1(b)) than that person would give under the relevant legislation or bylaw if no Deed of Recognition existed in respect of the Statutory Area.

WHENUA RAHUI

11.9 The Settlement Legislation will provide:

Declaration and acknowledgement

11.9.1 that each site described in Part 4 of Schedule 3 is declared a Whenua Rahui; and

11.9.2 an acknowledgement by the Crown of the Affiliate Te Arawa Iwi/Hapu Values in relation to the Whenua Rahui, the text of which is set out in Part 5 of Schedule 3;

Purposes of Whenua Rahui

11.9.3 that the only purposes of the declaration of the site as a Whenua Rahui, and of acknowledging the Affiliate Te Arawa Iwi/Hapu Values in relation to the site, are to:

(a) require that the New Zealand Conservation Authority, and relevant Conservation Boards, have particular regard to the Affiliate Te Arawa Iwi/Hapu Values and the Protection Principles as provided in clauses 11.9.8 and 11.9.9; and

(b) require the New Zealand Conservation Authority to give the Te Pumautanga Trustees an opportunity to make submissions as provided in clause 11.9.10; and

(c) enable the taking of action under clauses 11.9.11-11.9.20; and

11.9.4 that clause 11.9.3 does not limit clauses 11.9.5-11.9.29;

Agreement on Protection Principles

11.9.5 that the Te Pumautanga Trustees and the Crown may agree on, and publicise, Protection Principles that are directed at the Minister of Conservation:

(a) avoiding harm to the Affiliate Te Arawa Iwi/Hapu Values in relation to the Whenua Rahui; or

(b) avoiding the diminishing of the Affiliate Te Arawa Iwi/Hapu Values in relation to the Whenua Rahui;

11.9.6 that the Protection Principles set out in Part 7 of Schedule 3 are to be:

(a) treated as having been agreed by the Te Pumautanga Trustees and the Crown under clause 11.9.5; and

(b) notified by the Minister of Conservation in the *Gazette* as soon as practicable after the Settlement Date;

11.9.7 that the Protection Principles may be changed:

(a) by the agreement in writing of the Te Pumautanga Trustees and the Crown; or

(b) by the Minister of Conservation, after consulting with the Te Pumautanga Trustees, to give effect to a deed of settlement with another claimant group with an interest in the Whenua Rahui, and

in either case, the Minister of Conservation must notify the change in the *Gazette* as soon as practicable after the change has been effected;

Obligations of New Zealand Conservation Authority and Conservation Boards

11.9.8 that 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 the Whenua Rahui it must have particular regard to:

(a) the Affiliate Te Arawa Iwi/Hapu Values; and

(b) the Protection Principles;

11.9.9 that before approving a Conservation Document or making a proposal or recommendation for a change of status in relation to the Whenua Rahui, the New Zealand Conservation Authority or a Conservation Board must consult with the Te Pumautanga Trustees and have particular regard to their views as to the effect of the Conservation Document on the Affiliate Te Arawa Iwi/Hapu Values and the Protection Principles; and

11.9.10 that if the Te Pumautanga Trustees advise the New Zealand Conservation Authority in writing that they have significant concerns about a draft conservation management strategy in relation to the Whenua Rahui, the New Zealand Conservation Authority must, before approving the conservation management strategy, give the Te Pumautanga Trustees an opportunity to make submissions to it in relation to those significant concerns;

Actions by Director-General

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

11.9.12 that the Director-General:

(a) has a complete discretion to determine the method and extent of the action to be taken;

(b) must notify the Te Pumautanga Trustees of the intended action; and

(c) if requested in writing by the Te Pumautanga Trustees, must not take the action in respect of the Protection Principles to which the request relates;

11.9.13 that it is acknowledged and confirmed by the Crown that the actions set out in paragraph 5 of the Whenua Rahui in Part 5 of Schedule 3 are actions which the 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

11.9.14 that 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;

11.9.15 that an amendment of a Conservation Document initiated under clause 11.9.14 is an amendment for the purposes of section 17I(1) to (3) of the Conservation Act or section 46(1) to (4) of the National Parks Act;

11.9.16 that clauses 11.9.14 and 11.9.15 do not limit clause 11.9.12(a);

Regulations

11.9.17 that 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 11.9.14(a);

(b) regulating or prohibiting activities or conduct by members of the public in relation to the Whenua Rahui; and

(c) specifying offences for breaches of regulations made under clause 11.9.17(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

11.9.18 that 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 11.9.14(a);

(b) regulating or prohibiting activities or conduct by members of the public in relation to the Whenua Rahui; and

(c) specifying offences for breaches of bylaws made under clause 11.9.18(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

11.9.19 that the Minister of Conservation must notify in the *Gazette*:

(a) the declaration of the site as a Whenua Rahui; and

(b) the Protection Principles and any agreed changes to them;

11.9.20 that the Director-General:

(a) may notify in the *Gazette* any action taken or intended to be taken under clauses 11.9.11-11.9.17 (including the actions set out in paragraph 5 of the Whenua Rahui in Part 5 of Schedule 3); and

(b) must notify in the *Gazette* any action taken or intended to be taken under clause 11.9.18;

Noting of Whenua Rahui in Conservation Documents

11.9.21 that the declaration of the site as a Whenua Rahui must be noted in Conservation Documents affecting the Whenua Rahui;

11.9.22 that the noting of the Whenua Rahui in Conservation Documents under clause 11.9.21:

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

(b) is not an amendment to a Conservation Document for the purposes of section 17I of the Conservation Act or section 46 of the National Parks Act;

Existing classification of Whenua Rahui

11.9.23 that 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, the Whenua Rahui;

Termination of Whenua Rahui

11.9.24 that the Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, declare that all or part of Whenua Rahui is no longer a Whenua Rahui;

11.9.25 that the Minister of Conservation must not make a recommendation under clause 11.9.24 unless:

(a) the Te Pumautanga Trustees and the Minister of Conservation have agreed in writing that the Whenua Rahui 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;

11.9.26 that if clause 11.9.25(b) or (c) applies, or there is a change in the statutory management regime that applies to all or part of the Whenua Rahui, the Crown must take reasonable steps to ensure the Te Pumautanga Trustees continue to have input into the management of the Whenua Rahui, or the area concerned, through negotiation with the Te Pumautanga Trustees by:

(a) the Minister responsible for the new statutory management regime;

(b) the Commissioner of Crown Lands; or

(c) another responsible official;

11.9.27 that clause 11.9.26 does not apply to the vesting in, or transferring to, the Pikiao Entity of the Whenua Rahui described as Matawhaura (part of the Lake Rotoiti Scenic Reserve);

General provisions

11.9.28 that the declaration of the site as a Whenua Rahui and the Crown's acknowledgement of the Affiliate Te Arawa Iwi/Hapu Values do not (except as expressly provided in clauses 11.9.1-11.9.27):

(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, the Whenua Rahui; and

11.9.29 that except as expressly provided in clauses 11.9.1-11.9.27, 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 the Affiliate Te Arawa Iwi/Hapu Values than the person would give if they were not referred to by the Settlement Legislation.

Acknowledgement in relation to Whenua Rahui

11.10 It is acknowledged and confirmed by the Parties that a declaration under clause 11.9.24 that all or part of the Whenua Rahui is no longer a Whenua Rahui does not affect the significance to the Affiliate Te Arawa Iwi/Hapu of the affected area.

SPECIAL CLASSIFICATION OF COUNCIL-OWNED RESERVES

11.11 The Settlement Legislation will provide:

Declaration and acknowledgement

11.11.1 that each of the sites described in Part 6 of Schedule 3 is declared a Specially Classified Reserve; and

11.11.2 for an acknowledgement by the Crown of the Affiliate Te Arawa Iwi/Hapu Values in relation to the Specially Classified Reserve, the text of which is set out in Part 7 of Schedule 3;

Purposes of special classification

11.11.3 that the only purposes of the declaration of a site as a Specially Classified Reserve, and of acknowledging the Affiliate Te Arawa Iwi/Hapu Values in relation to the site are:

(a) to give effect to the requirement that the Rotorua District Council must have regard to the Protection Principles as provided in clause 11.11.5; and

(b) to enable the taking of action under clauses 11.11.8-11.11.10;

11.11.4 that clause 11.11.3 does not limit clauses 11.11.5-11.11.18;

Agreement on Protection Principles

11.11.5 that the Rotorua District Council, the Te Pumautanga Trustees, and the Crown may agree on Protection Principles that are directed at the Rotorua District Council:

(a) avoiding harm to, or the diminishing of, the Affiliate Te Arawa Iwi/Hapu Values in relation to the Specially Classified Reserve; whilst

(b) having regard to the wider local community values associated with the reserve status of the Specially Classified Reserve;

11.11.6 that the Protection Principles set out in Part 7 of Schedule 3 are to be treated as having been agreed under clause 11.11.5;

11.11.7 that the Protection Principles may be changed by the agreement in writing of the Rotorua District Council, the Te Pumautanga Trustees and the Crown, and the Minister of Conservation must notify the change in the *Gazette* as soon as practicable after the change has been effected;

Obligations of Rotorua District Council

11.11.8 that the Rotorua District Council must:

(a) when considering general policy, or a management plan under section 41 of the Reserves Act, have regard to the Protection Principles; and

(b) before approving general policy, or before approving, or completing the review of, or changing a management plan under section 41 of the Reserves Act, in relation to a Specially Classified Reserve, consult with the Te Pumautanga Trustees about its views as to whether the general policy or approval, review of, or change to, the management plan is consistent with the Protection Principles;

Actions by Rotorua District Council

11.11.9 that on notification by the Crown in the *Gazette* of the Protection Principles, the Minister of Conservation will be deemed to have required the Rotorua District Council under subsection 41(4) of the Reserves Act to review its management plan in respect of each Specially Classified Reserve to give effect to the Protection Principles for the reserve;

11.11.10 that the Rotorua District Council:

(a) has a complete discretion to determine the method and extent of its action in response to the requirement under clause 11.11.9; and

(b) before making a determination under clause 11.11.10(a), must consult with the Te Pumautanga Trustees and have particular regard to their views as to whether the method and extent of any proposed action gives effect to the Protection Principles;

Notifications of actions in the Gazette

11.11.11 that the Crown must notify in the *Gazette* within six months of the date on which the Settlement Legislation comes into force:

(a) the declaration of each site as a Specially Classified Reserve; and

(b) the Protection Principles;

Existing classification of Specially Classified Reserve

11.11.12 that the purpose or classification of an area under the Reserves Act is not affected by the fact that the area is, or is within, a Specially Classified Reserve;

Termination of Special Classification

11.11.13 that the Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, declare that all or part of a Specially Classified Reserve is no longer a Specially Classified Reserve;

11.11.14 that the Minister of Conservation must not make that recommendation unless:

(a) the Te Pumautanga Trustees, the Minister of Conservation and the Rotorua District Council, have agreed in writing that the Special Classification status is no longer appropriate for the area concerned; or

(b) the reservation of the site as a reserve is revoked;

11.11.15 that the Minister of Conservation must consult with the Te Pumautanga Trustees before revoking the reservation of a Specially Classified Reserve as a reserve;

General provisions in relation to Special Classification

11.11.16 that except as specifically provided by clause 11, the declaration of the site as a Specially Classified Reserve and the Crown's acknowledgement of the Affiliate Te Arawa Iwi/Hapu Values do not 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;

11.11.17 that the declaration of the site as a Specially Classified Reserve and the Crown's acknowledgement of the Affiliate Te Arawa Iwi/Hapu Values do not:

(a) affect the lawful rights or interests of any person; or

(b) grant, create or provide evidence of an estate or interest in, or rights relating to, the Specially Classified Reserve; and

11.11.18 that 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 the Affiliate Te Arawa Iwi/Hapu Values than the person would give if they were not contained in legislation.

11: OTHER CULTURAL REDRESS

Acknowledgement in relation to Specially Classified Reserves

11.12 It is acknowledged and confirmed by the Parties that a declaration under clause 11.11.13 that all or part of a Specially Classified Reserve is no longer a Specially Classified Reserve does not affect the significance to the Affiliate Te Arawa Iwi/Hapu of the site to which that declaration relates.

KARAMURAMU BATHS

Definitions

11.13 In clauses 6, 9.12.2 and 11.14-11.19.19:

11.13.1 "**Airport Land**" means 95.3180 hectares, more or less, being Part Lot 1 Deposited Plan South Auckland 49938, being the land comprised and described in computer freehold register SA52C/128;

11.13.2 "**Airport Lease**" means registered lease 6499434.3 in computer interest register 231242 between the Rotorua District Council and Rotorua Regional Airport Limited;

11.13.3 "**Esplanade Land**" means that part of the Airport Land, being 2 hectares, approximately, as shown marked B on SO 364726, and being Part Lot 1 DPS 49938, and being part of the land comprised and described in computer freehold register SA52C/128, subject to survey;

11.13.4 "**Karamuramu Baths Agreement**" means the agreement dated 4 August 2006 relating to the Deed of Settlement of the Historical Claims of the Affiliate Te Arawa Iwi/Hapu and entered into between the Crown, the Rotorua District Council and the Affiliate Te Arawa Iwi/Hapu as represented by the Nga Kaihautu o Te Arawa Executive Council;

11.13.5 "**Karamuramu Baths Land**" means that part of the Airport Land, being the land shown marked C on SO 364726, being Part Lot 1 DPS 49938, and being part of the land comprised and described in computer freehold register SA52C/128, subject to survey; and

11.13.6 "**Vesting Date**" means the earlier of:

(a) five Business Days after the date that the chief executive of the Rotorua District Council gives written notice to the Director-General that the Karamuramu Baths Land will be vested in fee simple in the Te Pumautanga Trustees; and

(b) the day after the Airport Lease expires, or would have expired if it had not been surrendered or terminated earlier.

Background

11.14 The Karamuramu Baths Land and the Esplanade Land are owned by the Rotorua District Council.

11.15 The Rotorua District Council has agreed that:

11.15.1 the Karamuramu Baths Land and the Esplanade Land will be set aside as an esplanade reserve under the Resource Management Act, in that:

(a) the Karamuramu Baths Land and the Esplanade Land are set aside as a local purpose reserve for esplanade purposes under the Reserves Act; and

(b) the Rotorua District Council is the administering body of the reserve for the purpose of the Reserves Act;

11.15.2 the Karamuramu Baths Land will then subsequently be vested in the Te Pumautanga Trustees in fee simple; and

11.15.3 the special classification and acknowledgement that will apply to the Recreation Reserve at Hannah's Bay (including Otauira Swamp) as a Specially Classified Reserve under this Part will also apply to the Esplanade Land when it vests as an esplanade reserve and to the Karamuramu Baths Land for the period that this land is vested as an esplanade reserve.

11.16 The terms on which the Rotorua District Council has agreed to the vestings and to the special classification and acknowledgement for the Esplanade Land and the Karamuramu Baths Land are set out in the Karamuramu Baths Agreement.

11.17 It is necessary to give effect to certain aspects of the Karamuramu Baths Agreement through the Settlement Legislation.

Acknowledgement

11.18 The Crown and the Affiliate Te Arawa Iwi/Hapu acknowledge that:

11.18.1 the Karamuramu Baths Land and the Esplanade Land are owned by the Rotorua District Council;

11.18.2 the Rotorua District Council has in goodwill agreed that the Esplanade Land be set aside as an esplanade reserve and the Karamuramu Baths Land be set aside as an esplanade reserve, and then subsequently be vested in the Te Pumautanga Trustees in fee simple:

(a) to assist the Crown in achieving the Settlement; and

(b) in recognition of the cultural significance of the Karamuramu Baths Land to the Affiliate Te Arawa Iwi/Hapu; and

11.18.3 the Rotorua District Council has agreed that the special classification and acknowledgement that will apply to the Recreation Reserve at Hannah's Bay (including Otauira Swamp) as a Specially Classified Reserve under this Part will also apply to the Esplanade Land when it is set aside as an esplanade reserve under clause 11.19.2, and to the Karamuramu Baths Land when it is set aside as an esplanade reserve under clause 11.19.2 until it vests in the Te Pumautanga Trustees under clause 11.19.10.

Settlement Legislation

11.19 The Settlement Legislation will provide:

Karamuramu Baths Land and Esplanade Land set aside as esplanade reserve

11.19.1 that clauses 11.19.2-11.19.4 take effect on the earlier of:

(a) the day after the Airport Lease is surrendered or terminated in respect of the Karamuramu Baths Land and the Esplanade Land; and

(b) the day after the Airport Lease expires;

11.19.2 that the Esplanade Land and the Karamuramu Baths Land are set aside as an esplanade reserve under the Resource Management Act, in that:

(a) the Esplanade Land and the Karamuramu Baths Land are set aside as a local purpose reserve for esplanade purposes under the Reserves Act; or

(b) the Rotorua District Council is the administering body of the reserve for the purposes of the Reserves Act;

11.19.3 that the special classification and acknowledgement, applied to the Recreation Reserve at Hannah's Bay (including Otauira Swamp) as a Specially Classified Reserve under this Part, apply also to the Esplanade Land and to the Karamuramu Baths Land when they are set aside as esplanade reserves under clause 11.19.2, as if the Esplanade Land and the Karamuramu Baths Land were part of the Recreation Reserve at Hannah's Bay (including Otauira Swamp);

11.19.4 that the Minister of Conservation must, as soon as practicable after clauses 11.19.2-11.19.4 take effect, notify in the *Gazette*:

(a) the setting aside of the Karamuramu Baths Land as an esplanade reserve;

(b) the setting aside of the Esplanade Land as an esplanade reserve;

(c) the special classification of the Karamuramu Baths Land; and

(d) the special classification of the Esplanade Land;

11.19.5 that subclauses 11.19.4(a) and (c) do not apply if the Karamuramu Baths Land is set aside under clause 11.19.2 on the day specified in subclause 11.19.1(b);

Karamuramu Baths Land vests in Te Pumautanga Trustees in fee simple

11.19.6 that if the Karamuramu Baths Land is set aside under clause 11.19.2 on the day specified in clause 11.19.1(a), then the chief executive of the Rotorua District Council may, at any time, give written notice to the Director-General:

(a) that the Karamuramu Baths Land is to vest in fee simple in the Te Pumautanga Trustees; and

(b) specifying the date of the vesting in the Te Pumautanga Trustees, which must be 5 Business Days after the date that the notice is given;

11.19.7 that clauses 11.19.8-11.19.14 take effect on the Vesting Date;

11.19.8 that the reservation of the Karamuramu Baths Land as an esplanade reserve is revoked;

11.19.9 that the special classification and acknowledgement applied by clause 11.19.3 to the Karamuramu Baths Land cease to apply;

11.19.10 that the fee simple estate in the Karamuramu Baths Land vests in the Te Pumautanga Trustees;

11.19.11 that the Karamuramu Baths Land vests in the Te Pumautanga Trustees free of any Encumbrance;

11.19.12 that clauses 10.30.4-10.30.6 and 10.30.26–10.30.30 apply to the Karamuramu Baths Land as if:

(a) the land were a Cultural Redress Property;

(b) references in clause 10.30.6 to the Settlement Date were references to the Vesting Date; and

(c) Authorised Person meant, for the purposes of those clauses, a person authorised by the Director-General;

11.19.13 that the Minister of Conservation must, as soon as practicable after the Vesting Date, notify in the *Gazette*:

(a) the revocation of the esplanade reserve status of the Karamuramu Baths Land;

(b) the cessation of the special classification of the Karamuramu Baths Land; and

(c) the vesting of the Karamuramu Baths Land in the Te Pumautanga Trustees;

11.19.14 that subclauses 11.19.13(a) and (b) do not apply if the Karamuramu Baths Land is set aside under clause 11.19.2 on the day specified in subclause 11.19.1(b);

11.19.15 that to avoid doubt, Part 4A of the Conservation Act does not apply to the vesting of the Karamuramu Baths Land under clause 11.19.10;

Easement may be granted in favour of Karamuramu Baths Land

11.19.16 that the Rotorua District Council may, at any time, after the Vesting Date, grant a right of way easement in favour of the Karamuramu Baths Land (the "**Karamuramu Baths Easement**") over any or all of the following:

(a) the Recreation Reserve at Hannah's Bay (including Otauira Swamp);

(b) the Esplanade Land; and/or

(c) the Airport Land (other than the Karamuramu Baths Land and the Esplanade Land);

11.19.17 that the terms of the Karamuramu Baths Easement are to be agreed upon by the Rotorua District Council and the Te Pumautanga Trustees;

11.19.18 that the Karamuramu Baths Easement, granted under clause 11.19.16, is enforceable in accordance with its terms, despite any other enactment or rule of law; and

11.19.19 that the permission of a council under section 348 of the Local Government Act is not required for laying out, forming, granting, or reserving a private road, private way or right of way under clauses 11.19.16-11.19.18.

NEW PLACE NAMES

11.20 The Settlement Legislation will provide that:

11.20.1 the existing place name Whakapoungakau is altered to the place name Rangitoto Peak, and a new place name, Whakapoungakau Range, is assigned, as provided in Part 8 of Schedule 3 as at the Settlement Date (the "**New Place Names**") and the New Place Names include any alteration to a New Place Name made under clause 11.20.7;

11.20.2 except where this clause 11.20 expressly provides otherwise the New Place Names are to be treated as altered or assigned (as the case may be):

(a) with the approval of the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa (continued by section 7 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act); and

(b) in accordance with the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act;

11.20.3 as soon as is reasonably practicable after the Settlement Date, the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa must publish a notice in the *Gazette* (the "**New Place Names Notice**") of:

(a) the New Place Names, together with their locations; and

(b) the fact that the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa may, in accordance with clause 11.20.7, alter those names or locations;

11.20.4 the New Place Names will take effect on the publication date of the *Gazette* containing the New Place Names Notice;

11.20.5 as soon as is reasonably practicable after the publication date of the *Gazette* containing the New Place Names Notice, the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa must ensure that a copy of the New Place Names Notice is published in accordance with section 21(2)(b) of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act;

11.20.6 a copy of the *Gazette* containing the New Place Names Notice is conclusive evidence that the alteration or assignment was made on the date on which that *Gazette* was published;

11.20.7 despite the provisions of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act, the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa may, with the consent of the Te Pumautanga Trustees, alter any New Place Name or location altered or assigned under this clause 11.20; and

11.20.8 clauses 11.20.3 – 11.20.6 apply with any necessary modifications to any future alterations made under clause 11.20.7.

WAIKATO RIVER

11.21 The Crown recognises the particular interests of specific members of the Affiliate Te Arawa Iwi/Hapu in the Waikato River and its environs from Huka Falls to Pohaturoa (Atiamuri). The Crown undertakes to provide co-management arrangements for the specific Affiliate Te Arawa Iwi/Hapu in recognition of those interests. These co-management arrangements will be no less than those provided to Waikato-Tainui through their negotiations and will be provided to the specific Affiliate Te Arawa Iwi/Hapu either through amendment to the Settlement Legislation or through other arrangements as agreed by the Crown and Affiliate Te Arawa Iwi/Hapu.

11: OTHER CULTURAL REDRESS

PURPOSE OF CERTAIN RELATIONSHIP REDRESS

11.22 The Parties acknowledge that some of the Cultural Redress under Parts 9 and 11:

11.22.1 is to assist the Te Pumautanga Trustees to be consulted about, or provide input into, certain decision-making processes of relevant Departments; but

11.22.2 does 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 the Affiliate Te Arawa Iwi/Hapu, or a Representative Entity, under legislation.

CROWN'S ABILITY TO PROVIDE OTHER RELATIONSHIP REDRESS

11.23 The Parties acknowledge that the provision of Cultural Redress (including the Protocols, Whenua Rahui, the Statutory Acknowledgement, the Geothermal Statutory Acknowledgement, Specially Classified Reserves and the Deed of Recognition) does not prevent the Crown from doing anything that is consistent with that Cultural Redress including:

11.23.1 providing the same or similar redress to a person other than the Affiliate Te Arawa Iwi/Hapu or the Te Pumautanga Trustees; or

11.23.2 disposing of land.

11.24 Clause 11.23 is not an acknowledgement by the Affiliate Te Arawa Iwi/Hapu or the Crown that any other iwi or group has interests in relation to land or an area to which any Cultural Redress relates.

WHAKAREWAREWA FOREST

11.25 The parties record that provisions in the Original Deed of Settlement providing for public right of way easements in parts of the Whakarewarewa Forest will be included in the CNI Settlement Deed.

12 FINANCIAL AND COMMERCIAL REDRESS

LICENSED LAND

Transfer of Licensed Land

12.1 The Crown must transfer the Licensed Land to the Te Pumautanga Trustees on the Settlement Date, and on the terms and conditions set out in Part 2 of Schedule 4.

Settlement Legislation relating to Licensed Land

12.2 The Settlement Legislation will provide that:

12.2.1 in relation to the Licensed Land:

(a) with effect from the Settlement Date, the Te Pumautanga Trustees will be a "Confirmed Beneficiary" under clause 11.1 of the trust deed of the Crown Forestry Rental Trust dated 30 April 1990 (that is, the Te Pumautanga Trustees will become entitled to Rental Proceeds (as defined in that trust deed) payable since the commencement of each Crown Forestry Licence) and all the provisions of the Crown Forestry Rental Trust shall apply accordingly;

(b) with effect from the Settlement Date, the Crown must give a notice described in section 17(4)(b) of the Crown Forest Assets Act even though the Waitangi Tribunal has not made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act for the return of the Licensed Land, and the notice will have effect as if such a recommendation had been made and had become final;

(c) with effect from the Settlement Date, the Te Pumautanga Trustees will be the Licensor under the relevant Crown Forestry Licence as if the Licensed Land had been returned to Maori ownership on the Settlement Date pursuant to section 36 of the Crown Forest Assets Act, but section 36(1)(b) of that Act does not apply to that return;

(d) clauses 12.2.1(a)-(c) apply even if:

(i) the transfer of the fee simple estate in the Licensed Land has not been registered by the Settlement Date; and

(ii) the processes under clause 17.4 of the Crown Forestry Licence have not been completed by the Settlement Date;

(e) with effect from the Settlement Date, clause 17.4 of the Crown Forestry Licence shall continue to apply:

(i) on the basis that the Crown remains responsible for obligations in that clause to be undertaken by the Crown; and

(ii) as if references to "the prospective Proprietors" were references to the Te Pumautanga Trustees; and

(f) clauses 12.2.1(b)-(e) do not override clause 12.2.1(a);

12.2.2 on the registration of the transfer of the fee simple estate in the Licensed Land to the Te Pumautanga Trustees, the land ceases to be Crown Forest Land but, even though the Licensed Land does not cease to be Crown Forest Land until that registration, neither the Crown nor any Court or Tribunal may do any thing, or omit to do any thing, which would otherwise be permitted by the Crown Forest Assets Act if to do that thing or omit to do that thing is inconsistent with this Part; and

12.2.3 the Crown may grant the easements referred to in clause 12.12 and that any such easement over any conservation area:

(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 3B of the Conservation Act.

Provisions Relating to the Management of Crown Forestry Licence

12.3 From the Date of this Deed until the Settlement Date, the Crown must, subject to clause 12.4:

12.3.1 continue to manage the licensor's interest in the Licensed Land prudently and having particular regard to the commercial interests of the Te Pumautanga Trustees as licensor from the Settlement Date;

12.3.2 give the Te Pumautanga Trustees all material information (unless to do so would breach any obligation to keep that information confidential) relating to the obligation in clause 12.3.1, where practicable in sufficient time to enable the Te Pumautanga Trustees to make submissions to the Crown on its management of the licensor's interest in the Licensed Land; and

12.3.3 in complying with clause 12.3, have particular regard to any submissions made to it by the Te Pumautanga Trustees about the management of the licensor's interest in the Licensed Land and the conduct of Licence Fee Reviews.

12.4 From the date of this Deed until the Settlement Date, the Crown must:

12.4.1 conduct any Licence Fee Reviews in respect of the Licensed Land in a manner that does not prejudice the Te Pumautanga Trustees' position as a prospective proprietor under each Crown Forestry Licence; and

12.4.2 not agree a Licence Fee over the Licensed Land on terms less favourable than those agreed to by the Crown over the balance of the land under each Crown Forestry Licence.

12.5 Following the Settlement Date:

12.5.1 the Te Pumautanga Trustees shall conduct the Licence Fee Reviews insofar as they relate to the Licensed Land; and

12.5.2 the Crown shall conduct them in relation to the balance of the land under the Crown Forestry Licence retained in Crown ownership,

independently and in a manner that does not prejudice the other's position as licensor under the reviews.

12.6 From the Settlement Date, the Te Pumautanga Trustees shall be responsible for all the licensor's obligations under each Crown Forestry Licence insofar as they relate to the Licensed Land (other than obligations of the Crown under clause 17.4 of the Crown Forestry Licence), including, without limitation, the obligation to pay any overpayment to the Licensee (and interest on it) on completion of a Licence Fee Review in respect of a period on or after the Settlement Date.

Apportionment of Licence Fees

12.7 For the purposes of:

12.7.1 clauses 12.3-12.6 of this Deed; and

12.7.2 clause 4.1 of a Crown Forestry Licence,

the licence fee attributable to the Licensed Land until completion of the process referred to in clause 12.14 is:

A x (B ÷ C)

where:

A = The licence fee for the Crown Forestry Licence;

B = The area of the Licensed Land; and

C = The area of all the land covered by the Crown Forestry Licence.

12.8 The Settlement Legislation will make provision to give effect to clause 12.7.2.

Easements to be granted

12.9 On registration of the transfer of the Licensed Land, or on completion of any necessary survey if later, the Te Pumautanga Trustees shall grant to the Crown right of way easements on the terms and conditions set out as "Type A" in Part 3 of Schedule 4 (subject to any variations in form necessary only to ensure their registration) to give effect to those descriptions of easements in the third column of Part 1 of Schedule 4 in respect of which the fourth column refers to this clause 12.9.

12.10 At any time until the registration of an easement to be granted under clause 12.9, the Crown may give Notice to the Te Pumautanga Trustees that the easement is to be on the terms and conditions set out as "Type B" in Part 3 of Schedule 4 (subject to any variations in form necessary only to ensure its registration), in which case clause 12.9 will apply to the easement as if "Type A" were replaced by "Type B".

12.11 On registration of the transfer of the Licensed Land or, on completion of any necessary survey if later, the Crown shall grant to the Te Pumautanga Trustees right of way easements on the terms and conditions set out as Type "C" in Part 3 of Schedule 4 over land held under the Conservation Act to give effect to those descriptions of easements in the third column of Part 1 of Schedule 4 in respect of which the fourth column refers to this clause 12.11.

12.12 The Crown shall bear its own costs and the reasonable costs of the Te Pumautanga Trustees incurred in complying with clauses 12.9-12.11.

12.13 From the Settlement Date until grant of the easements under clauses 12.9-12.11, the Te Pumautanga Trustees and the Crown shall be bound as if the easements had been granted on the Settlement Date.

Rights arising out of subdivided licence

12.14 The Crown shall carry out and complete the processes set out in clause 17.4 of a Crown Forestry Licence affecting the Licensed Land as soon as practicable and shall take reasonable steps to ensure that the processes are completed as soon as possible after the Settlement Date. However, the Te Pumautanga Trustees acknowledge that the Crown is only able to carry out the processes before the Settlement Date to the extent that the Licensee voluntarily takes part in them.

12.15 The Crown and the Te Pumautanga Trustees agree that, as part of the processes described in clause 12.14, they will, at the cost of the Crown, procure the grant of permanent right of way easements along those roads that are on or adjacent to the boundary between the Licensed Land and the balance of the land covered by the Crown Forestry Licence, the easements applying from the time that the road ceases to be subject to a Crown Forestry Licence, unless the Licensee agrees to an earlier application. The agreement in this clause does not affect the operation of clause 17.4 of the Crown Forestry Licence in relation to other rights contemplated by that clause.

12.16 The Affiliate Te Arawa Iwi/Hapu acknowledge that:

12.16.1 the process referred to in clause 12.14 will not be completed by the Settlement Date and that the Licensed Land will be subject to, and have the benefit of, matters arising out of the process; and

12.16.2 the Te Pumautanga Trustees shall execute all documents and do all other things required of it as owner of the Licensed Land to give effect to the matters agreed or determined under that process.

DEFERRED PURCHASE

Notification of interest

12.17 The Te Pumautanga Trustees may at any time until two months 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 5.

Valuation and election to purchase

12.18 If the Te Pumautanga Trustees give Notice in accordance with clause 12.17 that they are interested in purchasing a Deferred Selection Property:

12.18.1 the Transfer Value of the Deferred Selection Property must be determined or agreed in accordance with the Valuation Process; and

12.18.2 the Te Pumautanga Trustees must Notify the Land Holding Agency whether or not they elect to purchase the Deferred Selection Property within 15 Business Days of all the Transfer Values for the Deferred Selection Properties included in the relevant Notice given under clause 12.17 being determined or agreed in accordance with the Valuation Process.

12.19 The Te Pumautanga Trustees and the Crown must use reasonable endeavours:

12.19.1 to ensure the Valuation Process operates in the manner, and within the timeframes, specified in Parts 3-4 of Schedule 5; and

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

Agreement for sale and purchase

12.20 If the Te Pumautanga Trustees give Notice in accordance with clause 12.18.2 that they elect to purchase a Deferred Selection Property the Te Pumautanga Trustees and the Crown shall be deemed to have entered into an agreement for the sale and purchase of the Deferred Selection Property:

12.20.1 at the Transfer Value determined or agreed in accordance with the Valuation Process; and

12.20.2 on the terms and conditions set out in Part 5 of Schedule 5.

Termination of obligations

12.21 All obligations of the Crown to the Te Pumautanga Trustees under this Deed in relation to a Deferred Selection Property immediately cease if:

12.21.1 the Te Pumautanga Trustees do not give Notice in accordance with clause 12.17 that they are interested in purchasing that Deferred Selection Property;

12.21.2 after giving Notice in accordance with clause 12.17 that they are interested in purchasing the Deferred Selection Property, the Te Pumautanga Trustees:

(a) do not Notify the Land Holding Agency in accordance with clause 12.18.2 whether or not they elect to purchase the Deferred Selection Property; or

(b) Notify the Land Holding Agency under clause 12.18.2 that they do not elect to purchase the Deferred Selection Property; and

12.21.3 at any time before an agreement for sale and purchase of that Deferred Selection Property is constituted under clause 12.20, the Te Pumautanga Trustees Notify the Land Holding Agency that they are not interested in purchasing the Deferred Selection Property.

Time limits

12.22 Time is of the essence for the time limits imposed on the Crown and the Te Pumautanga Trustees under clauses 12.17-12.21 and Parts 3 and 4 of Schedule 5.

Acknowledgement

12.23 To avoid doubt, the Parties acknowledge a Notice under clause 12.17 may be given:

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

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

Leasing back the Leaseback Properties

12.24 The Te Pumautanga Trustees must lease to the Land Holding Agency the Leaseback Properties after their transfer to the Te Pumautanga Trustees.

12.25 The Te Pumautanga Trustees and the Land Holding Agency must, by or on the Actual Deferred Settlement Date, sign a memorandum of lease substantially in the form set out in Part 6 of Schedule 5 for each Leaseback Property at the Commencement Rent and providing that the commencement date for that lease is the Actual Deferred Settlement Date. Where the Land Holding Agency is the Ministry of Social

Development, Schedules A and B set out in the relevant part of Part 6 of Schedule 5 will be the schedules forming part of lease instrument 2002/3048.

MAF Forest Land

12.26 The Settlement Legislation will provide if the Te Pumautanga Trustees elect to purchase the MAF Forest Land:

12.26.1 in this clause **"Crown forestry assets"** has the same meaning as in section 2(1) of the Crown Forest Assets Act;

12.26.2 on the Actual Deferred Settlement Date the MAF Forest Land ceases to be Crown forest land and any assets associated with that land cease to be Crown forestry assets; and

12.26.3 clause 12.26.2 lapses if the agreement in respect of the MAF Forest Land constituted under clause 12.20 is cancelled under paragraph 11 of Part 5 of Schedule 5.

12.27 The Settlement Legislation will provide, if the Te Pumautanga Trustees purchase the MAF Forest Land:

12.27.1 in this clause "**MAF marginal strip**" means a marginal strip within the MAF Forest Land;

12.27.2 the lessee of the MAF Forest Land is to be treated as if it had been appointed, under section 24H(1) of the Conservation Act, to be the manager of each MAF marginal strip; and

12.27.3 the lessee may:

(a) exercise all of the powers of a manager under section 24H of the Conservation Act; and

(b) in addition to the powers referred to in clause 12.27.3(a), do all or any of the following:

(i) establish, develop, grow, manage and maintain a forest on a MAF marginal strip as if the MAF marginal strip were subject to the lease of the MAF Forest Land; and

(ii) exercise, in respect of the MAF marginal strip, all rights it has under the lease of the MAF Forest Land;

12.28 The MAF Forest Land will be transferred to the Te Pumautanga Trustees subject to a registered lease in the same form as the memorandum of lease between Her Majesty the Queen and NZ Forest Products Limited dated 28 March 1987 and registered as Lease No. H.773889 but in respect of the MAF Forest Land only and with references to "the Minister" being changed to references to the "Lessor".

12: FINANCIAL AND COMMERCIAL REDRESS

Definitions

12.29 Unless the context otherwise requires, the definitions in Part 2 of Schedule 5 apply in:

12.29.1 clauses 12.17-12.28; and

12.29.2 Schedule 5.

SETTLEMENT LEGISLATION FOR COMMERCIAL REDRESS PROPERTIES

12.30 The Settlement Legislation must:

12.30.1 authorise the Crown to do the following:

(a) transfer the fee simple estate in a Commercial Redress Property to the Te Pumautanga Trustees; and

(b) sign a transfer instrument or other document, or do any other thing, to effect a Settlement Transfer;

12.30.2 provide that, in exercising the powers under clause 12.30.1, the Crown is not required to comply with any other enactment that would regulate or apply to a Settlement Transfer;

12.30.3 provide that:

(a) to the extent that a Commercial Redress Property is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of the property, the Registrar-General of Land must, on written application by an Authorised Person, and after completion of any necessary survey, create one computer freehold register in the name of the Crown subject to, and together with, any Relevant Encumbrances that are registered, notified or notifiable and are described in that written application;

(b) a computer freehold register created in accordance with clause 12.30.3(a) must be created in the name of the Crown without any statement of purpose;

(c) the Authorised Person may grant a covenant to arrange for the later creation of a computer freehold register or registers for a Commercial Redress Property that is to be transferred to the Te Pumautanga Trustees; and

(d) despite the Land Transfer Act:

(i) the Authorised Person may request the Registrar-General of Land to register a covenant referred to in clause 12.30.3(c) under the Land Transfer Act by creating a computer interest register; and

(ii) the Registrar-General of Land must register the covenant in accordance with clause 12.30.3(d)(i);

12.30.4 provide that:

(a) section 11 or Part 10 of the Resource Management Act does not apply to:

(i) a Settlement Transfer; or

(ii) a matter incidental to, or required for the purpose of, a Settlement Transfer;

(b) a Settlement Transfer:

(i) does not:

(I) limit sections 10 or 11 of the Crown Minerals Act;

(II) affect other rights to sub-surface minerals; or

(III) limit the Crown's or a Local Authority's rights and obligations in respect of geothermal resources under the Resource Management Act or any other relevant law;

(ii) is a disposition for the purposes of Part 4A of the Conservation Act, but that sections 24(2A), 24A and 24AA of that Act do not apply to the disposition; and

(c) the permission of a council under section 348 of the Local Government Act 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 Transfer; and

12.30.5 include such other provisions as are necessary or desirable to give effect to this Part.

ACCESS TO WAHI TAPU SITES

Acknowledgements

12.31 The Crown and the Affiliate Te Arawa Iwi/Hapu acknowledge that Maori other than the Affiliate Te Arawa Iwi/Hapu may also have associations with the Licensed Land and MAF Forest Land, and clauses 12.32 and 12.33 are included to give effect to that acknowledgement.

Definitions

12.32 For the purposes of clause 12.33, "**Protected Site**" means any area of land situated in Licensed Land or the MAF Forest Land that:

12.32.1 becomes a registered place within the meaning of the Historic Places Act; and

12.32.2 is wahi tapu or a wahi tapu area within the meaning of the Historic Places Act.

Settlement Legislation

12.33 The Settlement Legislation will provide:

12.33.1 that the owner of land on which a Protected Site is situated and any person holding an interest in, or right of occupancy to, that land must allow access across the land to each Protected Site to Maori for whom the Protected Site is of special spiritual, cultural or historical significance;

12.33.2 that the access right may be exercised:

(a) by vehicles over any reasonably convenient routes in existence from time to time and specified by the owner; and

(b) by foot over reasonably convenient routes specified by the owner;

12.33.3 that the access right is subject to the following conditions:

(a) reasonable notice of intention to exercise the right must be given in writing to the owner;

(b) the right must be exercised at reasonable times and is only permitted during hours of daylight; and

(c) such conditions made by the owner relating to the time, location and manner of access as are reasonably required for the safety of people or for the protection of land, improvements, flora and fauna, plant and equipment and livestock or for operational reasons;

12.33.4 that the Registrar-General of Land must, on receipt of a written application from an Authorised Person, make a notation on the computer freehold registers for the Licensed Land or the MAF Forest Land that the land is subject to clause 12.37;

12.33.5 that the Authorised Person must submit the written application under clause 12.33.4 in respect of

(a) in the case of the Licensed Land, as soon as reasonably practicable after the Settlement Date; and

(b) in the case of the MAF Forest Land, as soon as reasonably practicable after the Actual Deferred Settlement Date; but

(c) in either case, where a computer freehold register has not been created by the Settlement Date or the Actual Deferred Settlement Date, as the case may be, as soon as practicable after the computer freehold register has been created;

12.33.6 that this clause 12.33 is subject to, and does not override, the terms of a Crown Forestry Licence or existing registered lease of the MAF Forest Land, except where the Licensee or lessee has agreed to an exercise of the access right;

12.33.7 that an amendment to a Crown Forestry Licence or to a registered lease of the MAF Forest Land will be void and of no effect to the extent that the amendment would have, but for this clause:

(a) delayed the date from which access under this clause 12.33 would otherwise have been available; or

(b) otherwise adversely affected the rights created under this clause 12.33;

12.33.8 that in relation to the MAF Forest Land:

(a) this clause 12.33 applies only if the Te Pumautanga Trustees select the MAF Forest Land under clause 12.18.2; and

(b) this clause 12.33 lapses if the agreement constituted under clause 12.20 is cancelled.

PUBLIC RIGHT OF WAY TO LICENSED LAND

12.34 The Parties agree that public rights of way over the Licensed Land are to be provided for in the same manner that they are provided for in respect of the Central North Island Forests under the CNI Settlement Deed and CNI Legislation.

12.35 Accordingly, the Parties agree that:

12.35.1 the Settlement Legislation will contain provisions to give effect to clause 12.34; and

12.35.2 they must enter into a deed to amend as soon as reasonably practicable after the date of the CNI Settlement Deed if that is necessary to give effect to clause 12.34.

13 TAX

STATEMENT OF AGREED TAX PRINCIPLES

13.1 The Parties agree that:

13.1.1 the Payment, credit or Transfer of Redress by the Crown to the Te Pumautanga Trustees 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) Assessable Income for income tax purposes; nor

(c) a dutiable gift for Gift Duty purposes;

13.1.2 neither the Te Pumautanga Trustees, nor any other person associated with the Te Pumautanga Trustees, 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 Redress;

13.1.3 the Transfer of any Deferred Selection Property by the Crown in accordance with this Deed, is intended to be a taxable supply for GST purposes;

13.1.4 any interest paid by the Crown under any provision of this Deed is either Assessable 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;

13.1.5 any amounts payable to or received by the Te Pumautanga Trustees:

(a) under or in respect of a Crown Forestry Licence or from the Crown Forestry Rental Trust;

(b) under any lease that is provided for or recorded in this Deed; or

(c) under clause 10.7

are to be treated in accordance with ordinary taxation principles; and, furthermore, the receipt or Payment of any such amounts is not subject to Indemnification for Tax by the Crown under this Deed;

13.1.6 any Indemnity Payment by the Crown to the Te Pumautanga Trustees is not intended to be, or to give rise to:

(a) a taxable supply for GST purposes; nor

(b) Assessable Income for income tax purposes; and

13.1.7 the Pumautanga Trust (at all applicable times) is or will be a registered person for GST purposes (except if the Pumautanga Trust 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 Te Pumautanga Trustees of Redress and Indemnity Payments; and

(b) do not apply to any subsequent dealings, distributions, Payments, uses or applications by the Te Pumautanga Trustees, or any other persons, with or of Redress or Indemnity Payments;

13.2.2 each obligation to be performed by the Crown in respect of Redress under this Deed is performed as redress and without charge to, or consideration to be provided by, the Te Pumautanga Trustees or any other person, provided that this clause 13.2.2 does not extend to the obligations to be performed by the Crown in respect of Deferred Selection Properties, and nor does it affect the obligation of the Te Pumautanga Trustees to pay the purchase price relating to 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, no covenant, easement, lease, licence or other right or obligation which this Deed records that does or shall apply to or in respect of any item of Redress, shall be treated as consideration (for GST or any other purpose), for the Transfer of such Redress by the Crown to the Te Pumautanga Trustees;

13.2.4 without limiting clause 13.2.2, the Payment of amounts, and the bearing of costs from time to time, by the Te Pumautanga Trustees in relation to any item of Redress (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 that item of Redress 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 Te Pumautanga Trustees (nor any person associated with the Te Pumautanga Trustees) 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 Redress, or an Indemnity Payment, by the Crown to the Te Pumautanga Trustees is or will be chargeable with GST;

13.4.2 if the Pumautanga Trust is a charitable trust or other charitable entity, that:

(a) Payments, properties, interests, rights or assets the Te Pumautanga Trustees receive or derive from the Crown under this Deed are received or derived other than exclusively for charitable purposes; or

(b) the Te Pumautanga Trustees derive or receive 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 Te Pumautanga Trustees under this Deed.

INDEMNITY FOR GST IN RESPECT OF REDRESS AND INDEMNITY PAYMENTS

Redress provided exclusive of GST

13.5 If and to the extent that:

13.5.1 the Payment, credit or Transfer of Redress; or

13.5.2 an Indemnity Payment,

by the Crown to the Te Pumautanga Trustees is chargeable with GST, the Crown must, in addition to the Payment, credit or Transfer of Redress or the Indemnity Payment, pay the Te Pumautanga Trustees the amount of GST payable in respect of the Redress or the Indemnity Payment.

Indemnification

13.6 If and to the extent that:

13.6.1 the Payment, credit or Transfer of Redress; or

13.6.2 an Indemnity Payment,

by the Crown to the Te Pumautanga Trustees is chargeable with GST, and the Crown does not, for any reason, pay the Te Pumautanga Trustees an additional amount equal to that GST at the time the Redress is Paid, credited or Transferred and/or the Indemnity Payment is made, the Crown will, on demand in writing, Indemnify the Te Pumautanga Trustees for any GST that is or may be payable by the Te Pumautanga Trustees or for which the Te Pumautanga Trustees are liable in respect of:

13.6.3 the Payment, credit or Transfer of Redress; and/or

13.6.4 the Indemnity Payment.

INDEMNITY FOR INCOME TAX IN RESPECT OF REDRESS AND INDEMNITY PAYMENTS

13.7 The Crown agrees to Indemnify the Te Pumautanga Trustees, on demand in writing, against any Income Tax that the Te Pumautanga Trustees are liable to pay if and to the extent that receipt of:

13.7.1 the Payment, credit or Transfer of Redress; or

13.7.2 an Indemnity Payment,

from the Crown is treated as, or as giving rise to, Assessable Income of the Te Pumautanga Trustees for income tax purposes.

INDEMNITY FOR GIFT DUTY IN RESPECT OF CULTURAL REDRESS, LICENSED LAND AND DEFERRED SELECTION PROPERTY

13.8 The Crown agrees to pay, and to Indemnify the Te Pumautanga Trustees against any liability that the Te Pumautanga Trustees have in respect of, any Gift Duty assessed as payable by the Commissioner of Inland Revenue in respect of the Payment, credit or Transfer by the Crown to the Te Pumautanga Trustees of:

13.8.1 any Cultural Redress; or

13.8.2 any Licensed Land; or

13.8.3 the right to purchase any Deferred Selection Property.

DEMANDS FOR INDEMNIFICATION

Notification of Indemnification event

13.9 Each of:

13.9.1 the Te Pumautanga Trustees; 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 Te Pumautanga Trustees are 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 Te Pumautanga Trustees in accordance with this Part must be made by the Te Pumautanga Trustees in accordance with the provisions of clause 15.12 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 Te Pumautanga Trustees more than 20 Business Days before the due date for Payment by the Te Pumautanga Trustees 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 Te Pumautanga Trustees under this Part must be accompanied by:

13.12.1 appropriate evidence (which may be notice of proposed adjustment, assessment, 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 Te Pumautanga Trustees claim 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.

Repayment of amount on account of Tax

13.13 If Payment is made by the Crown on account of Tax to the Te Pumautanga Trustees or the Commissioner of Inland Revenue (for the account of the Te Pumautanga Trustees) 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 Te Pumautanga Trustees:

13.13.1 have retained the Payment made by the Crown (which, for the avoidance of doubt, includes any situation where the Te Pumautanga Trustees have not transferred the Payment to the Inland Revenue Department but have instead paid, applied or transferred the whole or any part of the Payment to any other person or persons);

13.13.2 have been refunded the amount of that Payment by the Inland Revenue Department; or

13.13.3 have had the amount of that Payment credited or applied to their account with the Inland Revenue Department,

the Te Pumautanga Trustees 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 Te Pumautanga Trustees must pay to the Inland Revenue Department any Payment made by the Crown to the Te Pumautanga Trustees 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 Te Pumautanga Trustees of that Payment from the Crown.

Payment of costs

13.15 The Crown will Indemnify the Te Pumautanga Trustees against any reasonable costs incurred by the Te Pumautanga Trustees for actions undertaken by the Te Pumautanga Trustees, at the Crown's direction, in connection with:

13.15.1 any demand for Indemnification of the Te Pumautanga Trustees under or for the purposes of this Part; and

13.15.2 any steps or actions taken by the Te Pumautanga Trustees 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 Te Pumautanga Trustees of that requirement, the Crown may, instead of Payment in 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 Te Pumautanga Trustees);

13.16.2 subject to the Te Pumautanga Trustees being Indemnified to their reasonable satisfaction against any reasonable cost, loss, expense or liability or any Tax which they may suffer, incur or be liable to pay, the Crown shall have the right, by Notice to the Te Pumautanga Trustees, to require the Te Pumautanga Trustees 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 Te Pumautanga Trustees 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 Te Pumautanga Trustees will consult, and/or collaborate, with the Crown in the Crown's preparation (for the Crown, the Te Pumautanga Trustees 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 Redress.

DEFINITIONS AND INTERPRETATION

13.18 In this Part, unless the context requires otherwise:

Assessable Income has the meaning given to that term in section YA 1 of the Income Tax Act;

13: TAX

Gift Duty means gift duty imposed under the Estate and Gift Duties Act and includes any interest or penalty payable in respect of, or on account of, the late or non-Payment of, any Gift Duty;

Income Tax means income tax imposed under the Income Tax Act and 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, and **Indemnify, Indemnification** and **Indemnity** have a corresponding meaning;

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 Redress (or any equivalent wording) include a reference to the Payment, credit, Transfer or receipt of any part (or the applicable part) of the Redress; 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 Te Pumautanga Trustees.

14 CONDITIONS AND TERMINATION

THIS DEED AND THE SETTLEMENT ARE CONDITIONAL

14.1 This Deed, and the Settlement, are conditional on 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 4, 14 and 15.1-15.9 of this Deed are (despite clause 14.1) binding from the Date of this Deed.

TERMINATION OF THIS DEED

14.4 A Party may terminate this Deed, by Notice to the other Party, if clause 14.1 is not satisfied within 30 months 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 that the rights and obligations of the Parties under clause 14.2 shall continue.

15 MISCELLANEOUS

VALUE OF SETTLEMENT

15.1 In the interests of transparency, the following is a summary of the Crown's estimate of the value ascribed by the Crown of the commercial and cultural components of Redress:

15.1.1 $34,600,000, being the agreed current value of the Te Pumautanga Trustees' expected allocation under the CNI Settlement Deed;

15.1.2 $4,000,000, being the Redress Value for the Licensed Land;

15.1.3 $5,500,000 being the value of the cultural redress under the Original Deed of Settlement;

15.1.4 $5,000,000, being the agreed market value of the Geothermal Assets; and

15.1.5 $3,800,000, being the Crown's value for the Schools and forgiveness of the Whakarewarewa Village Debt.

INTEREST

15.2 The Crown will pay interest on:

15.2.1 the principal amount of $36,000,000 (being the agreed value of the settlement under the Original Deed of Settlement) from (and including) 30 September 2006 until (but excluding) the Date of this Deed; and

15.2.2 the principal amount of $38,600,000, being the aggregate of the agreed current value of the Te Pumautanga Trustees' expected allocation under the CNI Settlement Deed and the Redress Value for the Licensed Land, from (and including) the Date of this Deed until (but excluding) the Settlement Date.

15.3 Interest under clause 15.2 will:

15.3.1 be at the Official Cash Rate calculated on a daily basis;

15.3.2 not compound;

15.3.3 be paid to the Te Pumautanga Trustees on the Settlement Date; and

15.3.4 be subject to any Tax payable (and may be paid after any Tax required to be withheld) under any Tax Legislation.

15.4 In clause 15.3, "**Official Cash Rate**" means the Official Cash Rate set by the Reserve Bank of New Zealand from time to time, being an interest rate at which the Reserve Bank loans overnight cash to trading banks.

ADVANCE PAYMENTS AGAINST ACCRUED INTEREST BEFORE THE SETTLEMENT DATE

15.5 In this Part, unless the context requires otherwise:

"**Advance Payment**" means each amount paid or to be paid under clause 15.6;

"**Entitlement Date**", in relation to an Advance Payment, means the date specified in clause 15.5 after which that payment becomes payable; and

"**Introduction Date**" means the date on which the Settlement Legislation is introduced into the House of Representatives.

15.6 Amounts, up to the maximum amounts specified in this clause have been paid or are payable by the Crown as an advance against accrued interest under clause 15.2, namely:

15.6.1 $1,600,000 has been paid to either Nga Kaihautu o Te Arawa Executive Council or to the Te Pumautanga Trustees, in accordance with the provisions of the Original Deed of Settlement; and

15.6.2 the following amounts will be paid to the Te Pumautanga Trustees after the following dates:

(a) $200,000, upon this Deed being signed by the Parties;

(b) $300,000, 50 days after the Introduction Date;

(c) $200,000, 81 days after the Introduction Date;

(d) $300,000, 111 days after the Introduction Date;

(e) $200,000, 141 days after the Introduction Date;

(f) $300,000, 171 days after the Introduction Date; and

(g) $300,000, on the coming into force of the Settlement Legislation.

15.7 Payment of an Advance Payment under clause 15.6.2 is subject to:

15.7.1 the Te Pumautanga Trustees Notifying the Crown before the Entitlement Date:

(a) that it requests an Advance Payment; and

(b) of the amount of the Advance Payment requested (being not more than the relevant maximum amount specified by clause 15.6.2);

15.7.2 interest having accrued by the date for payment specified in a Notice under clause 15.7.1 of an amount that is at least equal to the total of:

(a) the Advance Payment requested by the Recipient; and

(b) any other Advance Payments that have been paid; and

15.7.3 the Crown being satisfied that the Te Pumautanga Trustees:

(a) have or will advise the Affiliate Te Arawa Iwi/Hapu that they have requested, or will request, payment of that Advance Payment and of their intended use; and

(b) have complied, and will comply, with its reporting obligations to the Affiliate Te Arawa Iwi/Hapu.

15.8 Subject to clause 15.7, the Crown will make payment of an Advance Payment to the Te Pumautanga Trustees where it receives Notification from the Te Pumautanga Trustees under clause 15.7.1:

15.8.1 before the relevant Entitlement Date, as soon as it reasonably can after that Entitlement Date; or

15.8.2 after the relevant Entitlement Date, as soon as it reasonably can after receiving that Notification.

15.9 If this Deed does not become unconditional under clause 14.1:

15.9.1 the Crown's obligation to make Advance Payments ceases;

15.9.2 the Crown may take any Advance Payments into account when considering whether to pay interest, or the amount of interest payable, in relation to any future settlement of the Historical Claims; and

15.9.3 the Crown may advise any Court, the Waitangi Tribunal, or any other judicial body or tribunal of the amount of the Advance Payments made.

TAX

15.10 Interest under clause 15.2, and Advance Payments under clause 15.6, are subject to Tax payable (and may be made after Tax required to be withheld) under Tax Legislation.

RULE AGAINST PERPETUITIES

15.11 The Settlement Legislation must provide that:

15.11.1 neither the rule against perpetuities, nor any provisions of the Perpetuities Act:

(a) prescribes or restricts the period during which:

(i) the Pumautanga Trust may exist in law; or

(ii) the Te Pumautanga Trustees, in their capacity as trustees, may hold or deal with property (including income from property); or

(b) applies to a document entered into to give effect to this 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;

15.11.2 if, however, the Pumautanga Trust is or becomes a charitable trust, the application (if any) of the rule against perpetuities or of any relevant provisions of the Perpetuities Act must be determined under the general law; and

15.11.3 if the Pikiao Entity is established as a trust, clause 15.11 applies (with all necessary modifications) to that trust and to the trustees of that trust.

NOTICES

15.12 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 5:

Notices to be signed

15.12.1 the Party giving a Notice must sign it;

Notices to be in writing

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

Addresses for notice

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

CROWN: AFFILIATE TE ARAWA IWI/HAPU:

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

Facsimile No: 04 473 3482

Trustees of
Te Pumautanga o Te Arawa Trust
1 Peace Street
(PO Box 6084)
ROTORUA

Facsimile No: 07 347 4654

TE PUMAUTANGA TRUSTEES

Trustees of
Te Pumautanga o Te Arawa Trust
1 Peace Street
(PO Box 6084)
ROTORUA

Delivery

15.12.4 delivery of a Notice may be made:

(a) by hand;

(b) by post with pre-paid postage; or

(c) by facsimile;

Timing of delivery

15.12.5 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

15.12.6 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 15.12.5) be treated as having been received the next Business Day.

15: MISCELLANEOUS

AMENDMENT

15.13 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the Affiliate Te Arawa Iwi/Hapu, the Te Pumautanga Trustees and the Crown.

ENTIRE AGREEMENT

15.14 This Deed:

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

15.14.2 supersedes all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between the Affiliate Te Arawa Iwi/Hapu, any Representative Entity or any Member of the Affiliate Te Arawa Iwi/Hapu (separately, or in any combination) and the Crown relating to the Historical Claims (including the Terms of Negotiation, the Agreement in Principle and the Original Deed of Settlement but not Te Tiriti o Waitangi/the Treaty of Waitangi).

NO WAIVER

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

15.16 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

15.17 Except as expressly provided in this Deed or a document entered into under this Deed, no Party may transfer or assign any rights or obligations under or arising from this Deed.

ORIGINAL DEED OF SETTLEMENT

15.18 The Original Deed of Settlement is terminated and no Party has a claim against any other Party in respect of it.

CNI SETTLEMENT DEED PAYMENT

15.19 In clause 15.20, "**balancing amount**" means the amount expressed in dollars derived from the following calculation:

34,600,000 – *X*

where:

X = 15.6125% of the amount expensed by the Crown in respect of the transfer of 90% of the Central North Island Forests under the CNI Settlement Deed as shown in the Crown's financial statements for the relevant Crown financial year, as certified by the Audit Office.

15.20 If *X* (as defined in clause 15.19) is less than 34,600,000, the Crown must pay the balancing amount to the Te Pumautanga Trustees within 20 Business Days of the expiry of the Crown financial year in which the Crown treats the transfer of the Central North Island Forests as having occurred for the purposes of the Crown's financial statements under generally accepted accounting principles.

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
administering body	section 2(1) Reserves Act
Auditor-General	section 4 Public Audit Act
conservation area	section 2(1) Conservation Act
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
geothermal energy	section 2(1) Resource Management Act
geothermal water	section 2(1) Resource Management Act
Governor-General	section 29 Interpretation Act 1999
Local Authority	section 2(1) Resource Management Act
New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa	section 3 New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act
New Zealand Historic Places Trust	section 38 Historic Places Act
nga taonga tuturu	section 2 Protected Objects Act 1975
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 2 Resource Management Act
State enterprise	section 2 State-Owned Enterprises Act

16: DEFINITIONS AND INTERPRETATION

Territorial Authority	section 5(1) Local Government Act 2002
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
Affiliate Te Arawa Iwi/Hapu	1.5
Affiliate Te Arawa Iwi/Hapu Ancestor	1.6
Agreement in Principle	Background
Arikikapakapa Section 101 Lease	10.1.87
Crown	1.4
Esplanade Land	11.13.3
Existing Lease Variation	10.1.87
Historical Claims	1.9-1.12
Horohoro Bluff Covenant	10.1.9
Independently Valued Asset	Part 2 of Schedule 5
Jointly Valued Asset	Part 2 of Schedule 5
Kakapiko Covenant	10.1.71
Karamuramu Baths Easement	11.19.16
Karamuramu Baths Land	11.13.5
Lake Rotokawa Covenant	10.1.23
Lake Rotomahana Covenant	10.1.67
Lakes Rotongata (Mirror Lake) and Rotoatua Covenant	10.1.43
Land Claims Statutory Protection Legislation	2.9.4
MACI	10.1.86
MAF marginal strip	12.27
Matawhaura (part of the Lake Rotoiti Scenic Reserve)	10.32.1
Member of the Affiliate Te Arawa Iwi/Hapu	1.7
Moerangi Covenant	10.1.18
New Owners	10.30.21
New Place Names	11.20.1

New Place Names Notice	11.20.3
Okataina Lodge Site Crown Lease	10.1.35
Orakei-Korako Covenant	10.1.64
Original Deed of Settlement	Background
Otari Pa	10.32.5
Pikiao Entity	10.32.6
Representative Entity	1.8
Reserve Land	10.30.19
Surrender Document	10.1.87
Te Ariki Walkway Easement	10.1.47
Te Ariki Management Deed	10.1.47
Te Pumautanga Trust Deed	Background
Te Wairoa Covenant	10.1.27
Telecommunications Deed	10.4
Terms of Negotiation	Background
Wai-o-Tapu Site Easement	10.1.60
Whakarewarewa Thermal Springs Lease	10.1.86

Defined terms

16.3 In this Deed, unless the context requires otherwise:

Actual Deferred Settlement Date means in respect of a Deferred Selection Property, the date on which settlement of the Deferred Selection Property under paragraph 11 of Part 5 of Schedule 5 takes place;

Affiliate Te Arawa Iwi/Hapu Values means the statement by the Affiliate Te Arawa Iwi/Hapu of their cultural, spiritual, historic and/or traditional values relating to:

(a) a Whenua Rahui, the text of which is set out in the Whenua Rahui in Part 5 of Schedule 3; or

(b) a Specially Classified Reserve, the text of which is set out in Part 7 of Schedule 3;

Area of Interest means the area identified in Schedule 6 as the area which the Affiliate Te Arawa Iwi/Hapu identify as their area of interest, excluding the Te Arawa Lakes;

16: DEFINITIONS AND INTERPRETATION

Arikikapakapa and Other Reserve Land means:

(a) 0.5978 hectares, more or less, being Part Lot 1 DP 23567;

(b) 10.0012 hectares, more or less, being Part Lot 3 DP 23567; and

(c) 3.2931 hectares, more or less, being Section 8 Block XLIX Town of Rotorua;

Arikikapakapa Section 101 Land means 0.9143 hectares, more or less, being Section 101 Block I Tarawera Survey District. All GN H496075;

Authorised Person means:

(a) in respect of a Commercial Redress Property:

(i) a person authorised by the Director-General of the Ministry of Agriculture and Forestry, for the MAF Forest Land; and

(ii) a person authorised by the chief executive of the Land Holding Agency in all other cases; and

(b) in respect of a Cultural Redress Property, a person authorised by:

(i) the chief executive of LINZ, in the case of the:

(I) Site adjacent to Orakei-Korako;

(II) Site adjacent to Lake Rotomahana;

(III) Lake Rotokawa Site;

(IV) Moerangi; and

(V) Kakapiko;

(ii) the chief executive of the Ministry of Economic Development, in the case of:

(I) Roto-a-Tamaheke Reserve; and

(II) Whakarewarewa Thermal Springs Reserve; and

(iii) the chief executive of the Ministry of Education, in the case of each School; and

(iv) the Director-General, in all other cases;

16: DEFINITIONS AND INTERPRETATION

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

(a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;

(b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and

(c) the days observed as the anniversaries of the provinces of Wellington and Auckland;

Central North Island Forests mean areas of Crown Forest Land located in the central North Island, including the Deferred Licensed Land and Settlement Licensed Land defined in the Original Deed of Settlement, but excluding the Licensed Land;

Claimant Definition Schedule means the Schedule described as such and appearing immediately before Schedule 1;

CNI Legislation means the bill including all matters required by the CNI Settlement Deed and where the bill has become law, means if the context requires, the Act resulting from the passing of that bill;

CNI Settlement Deed means the deed of settlement to be entered into between the Crown, the Affiliate Te Arawa Iwi/Hapu, and other iwi and hapu with interests in the Central North Island Forests under which those forests will vest in a collective entity representing the Affiliate Te Arawa Iwi/Hapu and those other iwi and hapu;

Commencement Rent means:

(a) in relation to a Deferred Selection Property that is a Leaseback Property, the amount referred to as such, and agreed or determined by the Valuation Process; and

(b) in relation to a School means the annual amount specified in respect of the property in Table 4 in Part 1 of Schedule 2;

Commercial Redress Property means Licensed Land or a Deferred Selection Property;

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;

16: DEFINITIONS AND INTERPRETATION

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

Crown Forestry Licence has the meaning given to it in section 2 of the Crown Forest Assets Act and, in relation to the Licensed Land, means the Licence described in Part 1 of Schedule 4;

Crown Forestry Rental Trust means the forestry rental trust referred to in section 34 of the Crown Forest Assets Act;

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, 10 and 11;

Cultural Redress Property means a property described in Part 1 of Schedule 2 and for the purposes of Part 10 includes the undivided half share in the Te Ariki Site to be vested in the trustees of the Te Ariki Trust;

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;

Deed of Recognition means the deed of recognition entered into by the Crown under clause 11.3;

Deferred Selection Property means the fee simple estate in a property described in Part 1 of Schedule 5;

Deferred Settlement Date means, in respect of a Deferred Selection Property, the date that is 30 Business Days after the date on which the Te Pumautanga Trustees give Notice in accordance with clause 12.20.2 that it elects to purchase the Deferred Selection Property;

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;

Disclosed Encumbrances means:

(a) in respect of the Deferred Selection Property, the Encumbrances disclosed by the Land Holding Agency to the Te Pumautanga Trustees under the process in paragraph 2 of Part 5 of Schedule 5; and

(b) in respect of the Geothermal Assets, the Encumbrances disclosed by the provision of information made available in the manner described in a letter from The Treasury to Rawiri Te Whare dated 9 June 2008;

Disclosure Information means, in respect of:

(a) a Cultural Redress Property, the information provided by, or on behalf of, the Crown to Nga Kaihautu o Te Arawa Executive Council during negotiation meetings on 30 March 2006, 11 May 2006, 14 March 2008 and 16 April 2008;

(b) the Geothermal Assets, the information made available in the manner described in a letter from The Treasury to Rawiri Te Whare dated 9 June 2008;

(c) the Licensed Land, the information provided by, or on behalf of, the Crown to Nga Kaihautu o Te Arawa Executive Council as referred to in a letter from the Office of Treaty Settlements to Eru George dated 17 January 2006; and

(d) the Schools, the information provided by courier delivery by Office of Treaty Settlements to Bell Gully (Damian Stone) on 9 June 2008;

DOC Protocol means the Protocol issued under clause 9.1 (as that Protocol may be amended under clause 9.7.1);

DOC Protocol Area means the area shown on the map attached to the DOC Protocol but excludes the "DOC protocol area" as defined in section 11 of the Te Arawa Lakes Settlement Act;

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

Eligible Member of the Affiliate Te Arawa Iwi/Hapu means a member of the Affiliate Te Arawa Iwi/Hapu aged 18 years or over on 18 September 2006 and registered on

the register of members of the Affiliate Te Arawa Iwi/Hapu kept by the Te Pumautanga Trustees for the purpose of voting on this Deed;

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

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

Existing Whakarewarewa Thermal Springs Lease means the lease held in computer interest register SA 2021/47;

Financial and Commercial Redress means:

(a) the Licensed Land to be transferred under Part 12;

(b) the right to purchase Deferred Selection Properties under Part 12; and

(c) the amount, if any, payable under clause 15.20;

Fisheries Protocol means the Protocol issued under clause 9.3 (as that Protocol may be amended under clause 9.7.1);

Fisheries Protocol Area means the area shown on the map attached to the Fisheries Protocol together with the adjacent waters, but excludes the "fisheries protocol area" as defined in section 11 of the Te Arawa Lakes Settlement Act;

Geothermal Assets means the Crown's interest in the wells described in the table in Part 10 of Schedule 2 together with all wellheads, pipelines and pipework, casing, valves, equipment, fittings, structures and improvements associated with such wells, to the extent that they are owned by the Crown and any associated assets disclosed as part of the Disclosure Information;

Geothermal Resource means the geothermal energy and geothermal water located in the Rotorua region geothermal system, but does not include any geothermal water and geothermal energy above the ground on land that is not owned by the Crown;

Geothermal Statutory Acknowledgement means the acknowledgement made by the Crown in the Settlement Legislation in relation to the Geothermal Resource on the terms set out in clause 11.1;

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;

Intellectual Property means, in relation to the Geothermal Assets, all of the intellectual property, information and records owned by the Crown and relating to the Geothermal Assets including wellhead data and records, plans and surveys and asset registers;

Land Holding Agency means:

(a) in relation to the Licensed Land, LINZ;

(b) in relation to a Deferred Selection Property, the Department that Part 1 of Schedule 5 specifies as the Land Holding Agency for that property; and

(c) in relation to the Geothermal Assets, means the Treasury even though there is no land holding associated with the Geothermal Assets;

Leaseback Property means a Deferred Selection Property identified as such in Part 1 of Schedule 5;

Licensed Land means the land described in Part 1 of Schedule 4, but excludes:

(a) all trees growing, standing or lying, on the land; and

(b) all improvements that have been acquired by any purchaser of the trees on the land or made, after the acquisition of the trees by the purchaser, by the purchaser or the Licensee;

Licence Fee Review means a review under clause 4 of the Crown Forestry Licence that has not been concluded at the Settlement Date;

Licensee means the registered holder for the time being of a Crown Forestry Licence;

Licensor means the licensor for the time being of the Crown Forestry Licence;

LINZ means Land Information New Zealand;

MAF Forest Land means the land described as Horohoro Forest in Part 1 of Schedule 5;

Mandated Signatories means the representatives of the Nga Kaihautu o Te Arawa Executive Council who were authorised by Nga Kaihautu o Te Arawa Executive Council to sign the Original Deed of Settlement;

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;

Notice means a notice in writing given under clause 15.12 and **Notify** has a corresponding meaning;

Okataina Lodge Site Lease means the lease of the Okataina Lodge Site dated 23 December 1975 and held in computer interest register SA23A/1000;

Parties means the Affiliate Te Arawa Iwi/Hapu, the Te Pumautanga Trustees and the Crown;

Protection Principles means in respect of:

(a) a Whenua Rahui, the Protection Principles set out in the Whenua Rahui in Part 5 of Schedule 3 in the paragraph under the heading "Protection Principles", as they may be changed under clause 11.9.7; and

(b) a Specially Classified Reserve, the Protection Principles set out in Part 7 of Schedule 3 for the Specially Classified Reserve, as they may be changed under clause 11.11.7;

Protocol means a protocol issued under clauses 9.1-9.9 (as that Protocol may be amended under clause 9.7.1);

Redress means:

(a) the acknowledgements and the apology given by the Crown under Part 8;

(b) the Cultural Redress; and

(c) the Financial and Commercial Redress;

Redress Value for the Licensed Land means the amount of $4,000,000;

Relevant Encumbrances means in respect of:

(a) a Cultural Redress Property, all Encumbrances described in Part 1 of Schedule 2 as affecting that property;

(b) the Licensed Land, all Encumbrances described in Part 1 of Schedule 4 as affecting that property (as they may be varied or added to under paragraph 1.2 of Part 2 of Schedule 4);

(c) the Deferred Selection Properties and the Geothermal Assets, the Disclosed Encumbrances; and

(d) the Schools, all Encumbrances described in Table 4 of Part 1 of Schedule 2;

Reserve Site means each of the following Cultural Redress Properties:

(a) Rangitoto Site;

(b) Sites on Paeroa Range;

(c) Wai-o-Tapu Site;

(d) Roto-a-Tamaheke Reserve; and

(e) Whakarewarewa Thermal Springs Reserve;

Roading Network means the network of private roads over which rights are granted under the roading network easement and related management agreement in the form presented to the Affiliate Te Arawa Iwi/Hapu immediately before the date of this Deed. The roading network easement and related management agreement will be in place before Settlement Date;

Rotorua region geothermal system means the geothermal system within the boundary generally indicated on SO 364723 (a copy of which is included in Schedule 7), including the areas set out in Table 2 of Part 1 of Schedule 3 (but which is not intended to establish the precise boundary of the geothermal system);

School means the fee simple estate in a property described in Table 4 of Part 1 of Schedule 2;

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 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;

Settlement Transfer means the transfer of a Commercial Redress Property under Part 12;

Specially Classified Reserve means a reserve described in Part 6 of Schedule 3;

Statement of Association means a statement described in clause 11.1.1(b) or 11.1.2(b);

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 11.1;

Statutory Area means an area, described in Table 1 of Part 1 of Schedule 3. The SO Plans referred to in Part 1 of Schedule 3 (copies of which are included in Schedule 7) are for the purposes of indicating the general location of the Statutory Areas and are not intended to establish the precise boundaries of the Statutory Areas;

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;

taonga tuturu has the meaning given to it in section 2(1) of the Protected Objects Act, and includes nga taonga tuturu (which has the meaning given to it in section 2(1) of the Act);

Taonga Tuturu Protocol means the Protocol issued under clause 9.5 (as that Protocol may be amended under clause 9.7.1);

Taonga Tuturu Protocol Area means the area shown on the map attached to the Taonga Tuturu Protocol together with the adjacent waters, excluding the Te Arawa Lakes;

Tax includes Income Tax, GST and Gift Duty;

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

Te Arawa Lakes has the meaning given to it in section 11 of the Te Arawa Lakes Settlement Act;

Te Ariki Trust means a trust to be established by the Crown under a deed of trust relating to beneficial ownership in the Crown's interest in the Te Ariki Site to vest in trustees under clause 10.1.46;

Te Pumautanga Trust has the meaning set out in the Background to this Deed, and includes, where the context requires, the Te Pumautanga Trustees;

Te Pumautanga Trustees means the trustees of the Te Pumautanga o Te Arawa Trust and includes the trustees appointed from time to time under the Te Pumautanga Trust Deed in their capacity as trustees;

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;

Transfer Value means in relation to a Deferred Selection Property, the amount referred to as such, and determined by the process set out in Schedule 5;

trustees of the Te Ariki Trust means the trustees from time to time of the Te Ariki Trust;

Valuation Process means:

(a) in respect of an Independently Valued Asset, the valuation process specified in Part 3 of Schedule 5; and

(b) in respect of a Jointly Valued Asset, the valuation process specified in Part 4 of Schedule 5;

Wai-o-Tapu Site Lease means the lease of the Wai-o-Tapu Site dated 22 October 1969, the terms of which are incorporated into the deed of renewal of lease of that

lease dated 25 September 2000 between the Crown and Waiotapu Thermal Tourist Park Limited;

Whakarewarewa Village Debt means the amount set out in statement of claim NP72/95 filed in the Rotorua District Court by the Attorney General for New Zealand on behalf of the Ministry of Commerce against the Whakarewarewa Village Trust dated 27 January 1995 being;

(a) $93,800, being half of a Regional Development Investigation Grant; plus

(b) $101,702, relating to the Tourism Facilities Development Grant Programme;

Whakarewarewa Village Trust means the trust created by deed of trust dated 1 July 1986; and

Whenua Rahui means the sites described in Part 4 of Schedule 3 or the declaration of that site as a Whenua Rahui by the Settlement Legislation, as the case may be.

References to Legislation

16.4 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:

Arbitration Act 1996
Building Act 2004
Cadastral Survey Act 2002
Conservation Act 1987
Continental Shelf Act 1964
Crown Forest Assets Act 1989
Crown Minerals Act 1991
Crown Proceedings Act 1950
Education Act 1989
Estate and Gift Duties Act 1968
Fisheries Act 1996
Foreshore and Seabed Act 2004
Forestry Rights Registration Act 1983
Geothermal Energy Act 1953
Goods and Services Tax Act 1985
Historic Places Act 1993
Income Tax Act 2007
Land Transfer Act 1952
Local Government Act 1974
Maori Commercial Aquaculture Claims Settlement Act 2004
Maori Fisheries Act 2004
Marine Reserves Act 1971
National Parks Act 1980
New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008
New Zealand Maori Arts and Crafts Institute Act 1963
New Zealand Railways Corporation Restructuring Act 1990
Perpetuities Act 1964
Public Audit Act 2001

Public Finance Act 1989
Reserves Act 1977
Resource Management Act 1991
Scenery Preservation Act 1908
State-Owned Enterprises Act 1986
Te Arawa Lakes Settlement Act 2006
Tourist and Health Resorts Control Act 1908
Treaty of Waitangi Act 1975
Treaty of Waitangi (Fisheries Claims) Settlement Act 1992
Wildlife Act 1953

INTERPRETATION

16.5 In the interpretation of this Deed, unless the context otherwise requires:

16.5.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;

16.5.2 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;

16.5.3 the SO Plans referred to in Part 1 of Schedule 2 and Part 1 of Schedule 3 (copies of which are included in Schedule 7) are for the purpose of indicating the general locations of the Cultural Redress Properties and are not intended to establish their precise boundaries;

16.5.4 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;

16.5.5 the singular includes the plural and vice versa;

16.5.6 words importing one gender include the other genders;

16.5.7 a reference to a Part, clause, Schedule or attachment is to a Part, clause, Schedule or attachment of or to this Deed;

16.5.8 a reference in a Schedule to a paragraph means a paragraph in that Schedule;

16.5.9 a reference to legislation includes a reference to that legislation as amended, consolidated or substituted;

16.5.10 a reference to a Party in this Deed, or in any other document or agreement under this Deed, includes that Party's permitted successors;

16.5.11 an agreement on the part of two or more persons binds each of them jointly and severally;

16.5.12 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;

16.5.13 a reference to a monetary amount is to New Zealand currency;

16.5.14 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;

16.5.15 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

16.5.16 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;

16.5.17 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;

16.5.18 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;

16.5.19 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 the Affiliate Te Arawa Iwi/Hapu and the Crown;

16.5.20 a reference to a date on or by which something must be done includes any other date that may be agreed in writing between the Affiliate Te Arawa Iwi/Hapu and the Crown;

16.5.21 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;

16.5.22 a reference to time is to New Zealand time;

16.5.23 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 the Affiliate Te Arawa Iwi/Hapu 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;

16.5.24 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

16.5.25 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.

SIGNED as a deed on

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

_____
Honourable Dr Michael Cullen

WITNESS

_____

Name:

Occupation:

Address:

SIGNED for and on behalf of the **AFFILIATE TE ARAWA IWI/HAPU** by the Trustees of the Te Pumautanga o Te Arawa Trust in the presence of:

_____
Eru George
Ngati Kea Ngati Tuara

_____
Eva Moke
Ngati Pikiao

_____
Wikeepa Te Rangipuawhe Maika
Tuhourangi Ngati Wahiao

_____
Anaru Rangiheuea
Tuhourangi Ngati Wahiao

_____
Te Poroa Joseph Malcolm
Ngati Tarawhai

_____
Ruka Hughes
Ngati Rongomai

_____
Edwin McKinnon
Ngati Pikiao

_____
John Waaka
Tuhourangi Ngati Wahiao

_____
Jim Schuster
Ngati Pikiao

_____
Mita Pirika
Ngati Tuteniu

_____
Materoa Peni
Ngati Tura – Ngati Te Ngakau

_____
Wallace Haumaha
Ngati Ngararanui

_____
Fred Cookson
Ngati Uenukukopako

_____
Roger Pikia
Ngati Tahu – Ngati Whaoa

_____
Te Po Hawaiki Wiringi Jones
Ngati Te Roro o Te Rangi

WITNESS

_____

Name:

Occupation:

Address:

People of the Affiliate Te Arawa Iwi/Hapu signed below to indicate their support for the Settlement