

Te Maru o Ngāti Rangiwewehi Iwi Authority

and

THE CROWN

**AGREEMENT IN PRINCIPLE
TO SETTLE
HISTORICAL CLAIMS**

16 June 2011

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1 BACKGROUND

Mandate and terms of negotiation

- 1.1 On 14 August 2008, Te Maru o Ngāti Rangiwewehi Iwi Authority signed joint terms of negotiation with the Crown (along with Tapuika) in which the parties agreed the scope, objectives, and general procedures for the negotiations.
- 1.2 The Crown recognised the mandate of Te Maru o Ngāti Rangiwewehi Iwi Authority on 30 October 2008 to negotiate the settlement of Ngāti Rangiwewehi historical claims.
- 1.3 On 25 July 2009, the terms of negotiation were amended to include Ngāti Rangiteaorere under the Ngā Punawai o Te Tokotoru Collective.

Nature and scope of deed of settlement agreed

- 1.4 The negotiators mandated by Te Maru o Ngāti Rangiwewehi Iwi Authority and the Crown have agreed, in principle, the nature and scope of the deed of settlement.
- 1.5 This agreement in principle records that agreement.

Approval and signing of this agreement in principle

- 1.6 Te Maru o Ngāti Rangiwewehi Iwi Authority have –
 - 1.6.1 approved this agreement in principle; and
 - 1.6.2 authorised the mandated negotiators to sign it on their behalf.

PROPOSED BACKGROUND SECTION

- 1.7 It is proposed this section include a statement from Ngāti Rangiwewehi regarding their relationship to water and Pekehaua and Hinerua and the centrality of Taniwha and Hamurana Springs to the identity of Ngāti Rangiwewehi.
- 1.8 Ngāti Rangiwewehi will provide the Crown with the statement between signing of the agreement in principle and initialing of the deed of settlement.

2 AGREEMENT IN PRINCIPLE

- 2.1 Te Maru o Ngāti Rangiwewehi Iwi Authority and the Crown agree –
 - 2.1.1 that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle; and

- 2.1.2 to work together in good faith to develop, as soon as reasonably practicable, a deed of settlement based on this agreement in principle; and
 - 2.1.3 the deed of settlement is to be signed by or on behalf of Te Maru o Ngāti Rangiwewehi Iwi Authority, the governance entity, and the Crown.
- 2.2 Ngāti Rangiwewehi, Tapuika, and Ngāti Rangiteaorere are negotiating under the banner of Nga Punawai o Te Tokotoru. However, each iwi will enter into separate agreements in principle and deeds of settlement, which will be implemented by separate settlement legislation.

3 HISTORICAL ACCOUNT, ACKNOWLEDGEMENTS, AND APOLOGY

- 3.1 The deed of settlement is to include –
- 3.1.1 an agreed account of the historical relationship between Ngāti Rangiwewehi and the Crown; and
 - 3.1.2 the Crown’s acknowledgement of its breaches of the Treaty of Waitangi referred to in the historical account; and
 - 3.1.3 a Crown apology for those breaches of the Treaty of Waitangi.
- 3.2 Te Maru o Ngāti Rangiwewehi Iwi Authority and the Crown have commenced work on the historical account. The agreed headings are set out in schedule 2.
- 3.3 Te Maru o Ngāti Rangiwewehi Iwi Authority and the Crown have also commenced discussions regarding Crown acknowledgements. The proposed text for one of the Crown acknowledgements of Treaty breach is set out in schedule 2.

4 SETTLEMENT

Settlement of historical claims

- 4.1 The deed of settlement is to provide that, on and from the settlement date –
- 4.1.1 the historical claims of Ngāti Rangiwewehi are settled; and
 - 4.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 4.1.3 the settlement is final.
- 4.2 The definitions of the historical claims, and of Ngāti Rangiwewehi, are to be based on the definitions of those terms in schedule 1.

Terms of settlement

4.3 The terms of the settlement provided in the deed of settlement are to be –

4.3.1 those in schedule 3; and

4.3.2 any additional terms agreed by the parties.

Redress

4.4 The deed of settlement is to provide for redress in accordance with this agreement in principle.

4.5 However, the deed of settlement will include –

4.5.1 redress contemplated by this agreement in principle only if any overlapping claim issues in relation to that redress have been addressed to the Crown's satisfaction; and

4.5.2 a property that this agreement in principle specifies as a potential cultural redress property, a potential commercial redress property, or a potential deferred selection property, only if the Crown provides final written confirmation to Te Maru o Ngāti Rangiwewehi Iwi Authority that that property is available for settlement.

4.6 If the Crown does not provide final written confirmation under clause 4.5.2 in relation to a property, it is not obliged to substitute another property.

Transfer or vesting of settlement properties

4.7 The settlement documentation is to provide that the vesting or transfer of –

4.7.1 a redress property, or a purchased deferred selection property, will be subject to –

(a) any further identification and/or survey required; and

(b) Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise); and

(c) sections 10 and 11 of the Crown Minerals Act 1991; and

(d) any relevant provisions included in the settlement documentation; and

4.7.2 a redress property will be subject to any encumbrance or right that –

(a) the disclosure information for that property provides will exist at the settlement date; or

- (b) the settlement documentation requires to be created on or before the settlement date; or
 - (c) is entered into on or before the settlement date in accordance with the settlement documentation; and
- 4.7.3 a purchased deferred selection property will be subject to any encumbrance or right that –
- (a) the disclosure information for that property provides will exist at the date the property is purchased by the governance entity; or
 - (b) is entered into in accordance with the deed of settlement before the date the governance entity purchases the property.

5 CULTURAL REDRESS

Statutory acknowledgements

- 5.1 The deed of settlement is to provide for the settlement legislation to –
- 5.1.1 provide the Crown's acknowledgement of the statements by Ngāti Rangiwewehi of the particular cultural, spiritual, historical, and traditional association Ngāti Rangiwewehi has with each of the areas described in schedule 5 as statutory areas, to the extent those areas are owned and managed by the Crown (the statements are known as statements of association); and
 - 5.1.2 require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement; and
 - 5.1.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area; and
 - 5.1.4 enable the governance entity, and any member of Ngāti Rangiwewehi, to cite the statutory acknowledgement as evidence of the association Ngāti Rangiwewehi has with a statutory area.

Deeds of recognition

- 5.2 The deed of settlement is to require that, on the settlement date, the Crown provide the governance entity with the deeds of recognition referred to in schedule 5.
- 5.3 The deeds of recognition will relate to the statutory areas, to the extent those areas are owned and managed by the Crown.
- 5.4 A deed of recognition will require the Minister of Conservation and the Director-General of Conservation, or the Commissioner of Crown Lands, as the case may be, when undertaking certain activities within a statutory area, to –

- 5.4.1 consult the governance entity; and
- 5.4.2 have regard to its views concerning the association Ngāti Rangiwewehi has with the statutory area as described in a statement of association.

Protocols

- 5.5 The deed of settlement is to require that, on the settlement date, the responsible Minister issue the governance entity with the protocols referred to in schedule 5.
- 5.6 A protocol will provide for the Crown's interaction with the governance entity in relation to specified matters.

Ministry of Fisheries Letter of Recognition

- 5.7 The deed of settlement will provide for the Chief Executive of the Ministry of Fisheries to write a letter of recognition to the governance entity, as referred to in schedule 5.

Letters of introduction

- 5.8 The deed of settlement will provide for the Minister of Treaty of Waitangi Negotiations to write letters of introduction to the entities listed in schedule 5.

Potential new and altered geographic names

- 5.9 The deed of settlement is to provide for the settlement legislation to –
 - 5.9.1 assign to the geographic features identified in the deed, the geographic names specified in the redress schedule as potential new geographic names that the parties agree to; and
 - 5.9.2 alter the existing geographic names identified in the deed, to the potential new geographic names specified in the redress schedule, if the parties agree.

Potential cultural redress properties

- 5.10 The deed of settlement is to provide that the settlement legislation will vest in the governance entity on the settlement date those of the properties described in schedule 5 as potential cultural redress properties that the parties agree are to be cultural redress properties.
- 5.11 If the parties agree a potential cultural redress property is to be vested as a cultural redress property, it will be vested in the governance entity on the basis provided in schedule 5.
- 5.12 Most of the properties listed in schedule 5 as cultural redress will be vested exclusively in the governance entity on settlement date. However, one property will be vested jointly in the Ngāti Rangiwewehi and the Tapuika governance entities in recognition of their shared interests in the property. This property is described in schedule 5.

Cultural redress: non-exclusive

- 5.13 The Crown may do anything that is consistent with the cultural redress contemplated by this agreement in principle. Where cultural redress is not exclusive (for example, statutory acknowledgements, deeds of recognition, protocols, letters of introduction), the Crown can enter into, and give effect to, another settlement that provides for the same or similar cultural redress.
- 5.14 However, the Crown must not enter into another settlement with another iwi that provides for the same redress where that redress is offered exclusively to Te Maru o Ngāti Rangiwewehi Iwi Authority.

Memorandum of Understanding

- 5.15 Te Maru o Ngāti Rangiwewehi Iwi Authority and the Rotorua District Council entered into an interim memorandum of understanding on 22 September 2010. This is set out in schedule 6.
- 5.16 Once the governance entity has been formed, the governance entity and the Rotorua District Council will sign the final memorandum of understanding.

Ongoing work

- 5.17 The Crown agrees to continue work on a number of matters of importance to Ngāti Rangiwewehi between the signing of the agreement in principle and the initialling of the deed of settlement. These matters are outlined in schedule 7.

6 FINANCIAL AND COMMERCIAL REDRESS

Financial and commercial redress amount

- 6.1 The deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the financial and commercial redress amount specified in schedule 5 less –
- 6.1.1 the on-account payment specified in schedule 5; and
 - 6.1.2 the total of the transfer values of the properties that the deed of settlement provides are commercial redress properties to be transferred to the governance entity on the settlement date.

Potential commercial redress properties

- 6.2 The deed of settlement is to provide that the Crown must transfer to the governance entity on the settlement date those of the properties described in schedule 5 as potential commercial redress properties that the parties agree are to be commercial redress properties.

Right of First Refusal

6.3 The settlement documentation is to provide that –

6.3.1 the governance entity has a right of first refusal (an **RFR**) in relation to a disposal by the Crown or a Crown body of any of the land described in schedule 5 as potential RFR land that the parties agree is to be RFR land if, on the settlement date, it is owned by the Crown, and

6.3.2 the RFR will apply for 171 years from the settlement date.

Crown Agreed Proportion

6.4 Since April 2010 discussions have sought to secure agreement to a defined process for resolving the Crown Agreed Proportion (**CAP**).

6.5 Text agreed between Ngāti Rangiwewehi and the Crown that describes the process for allocating the Crown Agreed Proportion is set out in schedule 8.

7 INTEREST

- 7.1 The deed of settlement is to provide for the Crown to pay to the governance entity, on the settlement date, interest on the financial and commercial redress amount, less any on-account payment, provided the deed of settlement is initialled by 30 June 2012 –
- 7.1.1 for the period –
- (a) beginning on the date of this agreement in principle; and
 - (b) ending on the day before the settlement date; and
- 7.1.2 at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.
- 7.2 If the deed of settlement is not initialled by 30 June 2012, the deed will provide for the Crown to pay to the governance entity on the settlement date, interest on the financial and commercial amount less any on-account payment,
- 7.2.1 for the period –
- (a) beginning on the date of this agreement in principle; and
 - (b) ending on 30 June 2012; and
 - (c) recommencing from the date the deed of settlement is initialled; and
 - (d) ending on the day before settlement day; and
- 7.2.2 at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.
- 7.3 The interest is to be –
- 7.3.1 subject to any tax payable; and
- 7.3.2 payable after withholding any tax required by legislation to be withheld.

8 TAX

- 8.1 Subject to the consent of the Minister of Finance, the deed of settlement is to provide that the Crown must indemnify the governance entity for –
- 8.1.1 any GST or income tax payable in respect of the provision of Crown redress; and
- 8.1.2 any gift duty payable in respect of –

- (a) cultural redress; or
 - (b) the right to purchase deferred selection properties; or
 - (c) the right to purchase RFR land.
- 8.2 The governance entity agrees that neither it, nor any other person, will claim with respect to the provision of Crown redress –
- 8.2.1 an input credit for GST purposes; or
 - 8.2.2 a deduction for income tax purposes.

9 NEXT STEPS

Disclosure information

- 9.1 The Crown will, as soon as reasonably practicable, prepare, and provide to Te Maru o Ngāti Rangiwewehi Iwi Authority, disclosure information in relation to:
- 9.1.1 each potential cultural redress property; and
 - 9.1.2 each potential commercial redress property; and
 - 9.1.3 each potential deferred selection property.

Resolution of outstanding matters

- 9.2 The parties will work together in good faith to agree, as soon as reasonably practicable, all matters necessary to complete the deed of settlement, including agreeing on or determining, as the case may be,
- 9.2.1 the historical account; and
 - 9.2.2 the Crown acknowledgements and apology; and
 - 9.2.3 the cultural redress properties, the commercial redress properties, the deferred selection properties, and the RFR land from the potential properties or land provided in schedule 5; and
 - 9.2.4 the transfer values of the commercial redress properties; and
 - 9.2.5 the new and altered geographic names from the potential names in schedule 5; and
 - 9.2.6 the terms of the following (which will, where appropriate, be based on the terms applying in other recent Treaty settlements):

- (a) the cultural redress;
- (b) the transfer of commercial redress properties;
- (c) the RFR, including the circumstances in which RFR land may be disposed of without the RFR applying;
- (d) the tax indemnity;
- (e) the Crown Agreed Proportion; and

9.2.7 the following documents:

- (a) the statements of association of Ngāti Rangiwewehi with each of the statutory areas;
- (b) the deeds of recognition;
- (c) the protocols;
- (d) the Ministry of Fisheries Letter of Recognition;
- (e) the settlement legislation; and

9.2.8 all other necessary matters.

Development of governance entity and ratification process

9.3 Te Maru o Ngāti Rangiwewehi Iwi Authority will, as soon as reasonably practicable, -

- 9.3.1 form a single governance entity that the Crown is satisfied meets the requirements of clause 10.1.2(a); and
- 9.3.2 develop a ratification process referred to in clause 10.1.2(b) that is approved by the Crown.

10 CONDITIONS

Entry into deed of settlement conditional

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

10.1.1 Cabinet agreeing to the settlement and the redress; and

10.1.2 the Crown being satisfied Ngāti Rangiwewehi has –

- (a) established a governance entity that –

- (i) is appropriate to receive the redress; and
- (ii) provides, for Ngāti Rangiwewehi, –
 - (I) appropriate representation; and
 - (II) transparent decision-making and dispute resolution processes; and
 - (III) full accountability; and
- (b) approved, by a ratification process approved by the Crown, –
 - (i) the governance entity to receive the redress; and
 - (ii) the settlement on the terms provided in the deed of settlement; and
 - (iii) signatories to sign the deed of settlement on behalf of Ngāti Rangiwewehi.

Settlement conditional on settlement legislation

10.2 The deed of settlement is to provide that the settlement is conditional on settlement legislation coming into force.

10.3 However, some of the provisions of the deed of settlement may be binding from its signing.

11 GENERAL

Nature of this agreement in principle

11.1 This agreement in principle –

11.1.1 is entered into on a without prejudice basis; and

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

11.1.3 is non-binding; and

11.1.4 does not create legal relations.

Termination of this agreement in principle

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

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

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

Definitions

11.5 In this agreement in principle –

11.5.1 the terms defined in schedule 1 have the meanings given to them by that schedule; and

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

Interpretation

11.6 In this agreement in principle –

11.6.1 headings are not to affect its interpretation; and

11.6.2 the singular includes the plural and vice versa.

11.7 Provisions in –

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

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

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SIGNED this day of 2011

SIGNED for and on behalf of THE CROWN by



Hon Christopher Finlayson
The Minister for Treaty of Waitangi Negotiations

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SIGNED for and on behalf
of Ngāti Rangiwewehi by
the mandated negotiators

M Bidois

Te Rangikaheke Bidois, Chief negotiator
Te Maru o Ngāti Rangiwewehi Iwi Authority

T Morgan

Tauri Morgan, Mandated Negotiator
Te Maru o Ngāti Rangiwewehi Iwi Authority

HR Paterson

Harata Rangimarie Paterson, Mandated Negotiator
Te Maru o Ngāti Rangiwewehi Iwi Authority

HR Paterson

AJ Warren

Arthur James Warren, Mandated Negotiator
Te Maru o Ngāti Rangiwewehi Iwi Authority

WITNESSES:

Walter

Toro Brown

MRogo

Mr Hancock

M. Kaur
Hinapouai Petai

Maiora Mita-igiki

John Hancock

R.M. Biel

Alfred

Edene Dunsdale

R. Bill

[Signature]

[Signature]

John Dunsdale

Edene

Johnsen

[Signature]

[Signature]

Imanation
Magdaly

**WITHOUT PREJUDICE
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WITNESSES:

SCHEDULES

SCHEDULE 1

DEFINITIONS

Historical claims

1.1 The deed of settlement will provide that **historical claims** –

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

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

(i) from the Treaty of Waitangi or its principles; or

(ii) under legislation; or

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

(iv) from fiduciary duty; or

(v) otherwise; and

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

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

(ii) by or under legislation; and

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

(a) Wai 218;

(b) Wai 219;

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

(a) Wai 1452;

(b) Wai 1200; but

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- 1.1.4 does not include the following claims -
- (a) a claim that a member of Ngāti Rangiwewehi, or a whānau, hapū, or group referred to in paragraph 1.3.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in paragraph 1.3.1:
 - (b) a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in paragraph 1.1.4(a).
- 1.2 The deed of settlement will, to avoid doubt, provide that paragraph 1.1.1 is not limited by paragraphs 1.1.2 or 1.1.3.

Ngāti Rangiwewehi

- 1.3 In the deed of settlement Ngāti Rangiwewehi means -
- 1.3.1 the collective group composed of:
- (a) individuals who descend from one or more Ngāti Rangiwewehi tupuna; and
 - (b) individuals who are members of the groups referred to in clause 1.3.3;
- 1.3.2 every individual referred to in clause 1.3.1; and
- 1.3.3 includes the following groups:
- (a) Ngāti Kereru;
 - (b) Ngāti Ngata;
 - (c) Ngāti Te Purei;
 - (d) Ngāti Rehu ki Ngāti Rangiwewehi;
 - (e) Ngāti Tawhaki;
 - (f) Ngāti i Whakakeu;
 - (g) Ngāti Whakaokorau; and
- 1.3.4 every whānau, hapū or group of individuals composed of individuals referred to in paragraph 1.3.1
- 1.4 **Ngāti Rangiwewehi tupuna** means an individual who:
- 1.4.1 exercised Customary Rights by virtue of being descended from:
- (a) Rangiwewehi through Tawakeheimoa; or

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- (b) a recognised ancestor of any of the groups referred to in paragraph 1.3.3;
- 1.4.2 exercised the Customary Rights predominately in relation to the area of interest at any time after 6 February 1840.
- 1.5 For the purpose of clause 1.4.1, Customary Rights means rights according to Tikanga Māori (Māori customary values and practices) including:
 - 1.5.1 rights to occupy land; and
 - 1.5.2 rights in relation to the use of land or other natural or physical resources.
- 1.6 **Member of Ngāti Rangiwewehi** means every individual referred to in paragraph 1.3.1.

Other definitions

- 1.7 In this agreement in principle –
 - area of interest** means the area identified as the area of interest in the attachment; and
 - business day** means a day that is not –
 - (a) a Saturday or Sunday; or
 - (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour day; or
 - (c) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
 - (d) a day that is observed as the anniversary of the province of –
 - (i) Wellington; or
 - (ii) Auckland; and
 - CNI Forests Land** has the meaning as defined in Part 13 of the CNI Collective Deed of Settlement 2008; and
 - CNI Iwi Holdings Limited** has the meaning as defined in Part 13 of the CNI Collective Deed of Settlement 2008; and
 - CNI Iwi Holdings Trust** has the meaning as defined in Part 13 of the CNI Collective Deed of Settlement 2008; and

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the Collective has the meaning as defined in Part 1 of the CNI Collective Deed of Settlement 2008; and

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

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

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

Crown Agreed Proportion has the meaning as defined in Part 13 of the CNI Collective Deed of Settlement 2008; and

Crown redress -

(a) means redress –

(i) provided by the Crown to the governance entity; or

(ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and

(b) includes any right of the governance entity under the settlement documentation –

(i) to acquire a deferred selection property; or

(ii) of first refusal in relation to RFR land; but

(c) does not include

(i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property or RFR land; or

(ii) a deferred selection property or RFR land; or

(iii) the on-account payment; and

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

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

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

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

disclosure information means –

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

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

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

financial and commercial redress amount means the amount referred to as the financial and commercial redress amount in schedule 5; and

governance entity means the governance entity to be formed by Te Maru o Ngāti Rangiwewehi Iwi Authority under clause 9.3.1; and

joint valuation property has the meaning given to that term by paragraph 4.1; and

mandated negotiators means –

- (a) the following individuals:
 - (i) Te Rangikaheke Bidois, Rotorua, Consultant; and
 - (ii) Tauri Morgan, Rotorua, Consultant; and
 - (iii) Harata Rangimarie Paterson, Hamilton, Lecturer; and
 - (iv) Arthur James Warren, Rotorua, Consultant.
- (b) if one or more individuals named in paragraph (a) dies, or becomes incapacitated, the remaining individuals; and

Māori land claims protection legislation means the following sections:

- (a) 8A to 8HJ of the Treaty of Waitangi Act 1975;
- (b) 27A to 27C of the State-Owned Enterprises Act 1986;
- (c) 211 to 213 of the Education Act 1989;
- (d) 35 to 37 of the Crown Forest Assets Act 1989;
- (e) 38 to 40 of the New Zealand Railways Corporation Restructuring Act 1990; and

on-account payment means the payment referred to as an on-account payment in schedule 5; and

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Other CNI Claimant has the meaning as defined in Part 13 of the CNI Collective Deed of Settlement 2008; and

party means each of Te Maru o Ngāti Rangiwewehi Iwi Authority and the Crown; and

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

potential cultural redress property means each property described as a potential cultural redress property in schedule 5; and

potential deferred selection property means each property described as a potential deferred selection property in schedule 5; and

potential RFR land means the land described as potential RFR land in schedule 5; and

protocol means a protocol referred to in schedule 5; and

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

(a) the Crown's acknowledgment and apology referred to in clause 3.1:

(b) the financial and commercial redress:

(c) the cultural redress; and

redress property means-

(a) each cultural redress property; and

(b) each commercial redress property; and

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

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

(a) 27A of the State-Owned Enterprises Act 1986:

(b) 211 of the Education Act 1989:

(c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

RFR means the right of first refusal referred to in clause 6.3; and

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

separate valuation property has the meaning given to that term by paragraph 4.9; and

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

settlement date means the date that is 20 business days after the date on which the settlement legislation comes into force; and

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

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

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

settlement property means -

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

statement of association means each statement of association referred to in clause 5.1.1; and

statutory acknowledgement means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 5.1.1 on the terms to be provided by the settlement legislation; and

statutory area means an area referred to in the redress schedule as a statutory area; and

tax indemnity means the indemnity to be provided in the deed of settlement under clauses 8.1 and 8.2; and

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

valuation date has the meaning given to it by paragraph 4.2 in relation to a joint valuation property and by paragraph 4.10 in relation to a separate valuation property.

SCHEDULE 2

HISTORICAL ACCOUNT, CROWN ACKNOWLEDGEMENTS, AND CROWN APOLOGY

- 2.1 The historical account, Crown acknowledgements and apology are fundamental to the settlement between the Crown and Ngāti Rangiwewehi. The deed of settlement will contain an agreed historical account that will outline the historical relationship between the Crown and Ngāti Rangiwewehi.
- 2.2 On the basis of this historical account, the Crown will acknowledge in the deed of settlement that certain actions or omissions of the Crown were in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 2.3 The Crown will then offer an apology to Ngāti Rangiwewehi in the deed of settlement for the acknowledged Crown breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 2.4 The historical account will cover, but is not limited to:
- 2.4.1 *Ngāti Rangiwewehi Identity and Rohe*
- The historical account will begin by outlining the origins of Ngāti Rangiwewehi and their rohe, Ngāti Rangiwewehi ki Uta and Ngāti Rangiwewehi ki Tai, and their use of its many resources. This section will also look at Ngāti Rangiwewehi economic relationships.
- 2.4.2 *Relationships with the Crown 1840-1860*
- This section will discuss the arrival of the Crown and its relationship with Ngāti Rangiwewehi.
- 2.4.3 *Kingitanga and the Crown*
- This section will look at the Ngāti Rangiwewehi involvement with the Kingitanga and the Crown's interaction with the Kingitanga and its supporters.
- 2.4.4 *Conflict with the Crown*
- This section will focus on the fighting at Pukehinahina and Te Ranga.
- 2.4.5 *Pai Mārire*
- A brief summary of Pai Mārire and the Ngāti Rangiwewehi involvement in the faith in the mid 1860s.
- 2.4.6 *Kereopa Te Rau*
- This section will begin with a summary of the early life of Kereopa Te Rau before discussing his role in the murder of Carl Volkner at Opotiki.

2.4.7 *Tauranga Raupatu*

This section will discuss how the Tauranga confiscation affected the Ngāti Rangiwewehi western land interests.

2.4.8 *Impact of War*

This section will focus on the Bush Campaign and the impact the military's tactics had on Ngāti Rangiwewehi. It will also discuss Ngāti Kereru, those who supported and fought alongside the Crown.

2.4.9 *Imposition of the Native Land Court*

This section will begin by discussing the introduction of the Native Land Court and the role Ngāti Rangiwewehi leader Wiremu Hikairo played in the running of the court system. It will also look at the Fenton Agreement and the various Court judgements over lands in which Ngāti Rangiwewehi claimed interest.

2.4.10 *Pre-Title Negotiations 1870s*

This section discusses the role land purchasing agents played in the alienation of Ngāti Rangiwewehi from their lands from the mid-1870s and the Ngāti Rangiwewehi complaints to the Crown about their practices. It also looks at the Ngāti Rangiwewehi preference for an iwi rūnanga to make decisions relating to leasing and sales over their land.

2.4.11 *Impact of the Thermal Springs District Act 1881*

This section will describe the Act and its impact on Ngāti Rangiwewehi.

2.4.12 *Land Purchasing 1880s-1908*

This section will outline the Crown's purchasing activities within both the Rotorua District and the coastal region where Ngāti Rangiwewehi still owned land. It will show how over time the Crown was able to purchase much of the Ngāti Rangiwewehi remaining land and how the Crown acquired Hamurana Springs, an important taonga to the people.

2.4.13 *Taniwha Springs*

The final section of the historical account will discuss the Crown's acquisition of land and water from this tourist attraction under the Public Works Act in 1966 and its impact.

Crown acknowledgement regarding Tauranga Confiscation

- 2.5 The Crown acknowledges that its 1868 extension of the Tauranga confiscation boundary compulsorily extinguished any customary interests in that land including those of Ngāti Rangiwewehi and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

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- 2.6 Following the signing of this agreement in principle, the content of the historical account, Crown acknowledgements and apology will be finalised and agreed between the parties for inclusion in the deed of settlement.

SCHEDULE 3

SETTLEMENT TERMS

Rights unaffected

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

Acknowledgments

- 3.2 The Crown and Ngāti Rangiwewehi will acknowledge in the deed of settlement that:
- 3.2.1 the settlement represents the result of intensive negotiations conducted in good faith and in the spirit of co-operation and compromise;
 - 3.2.2 it is not possible to compensate Ngāti Rangiwewehi fully for all the loss and prejudice suffered;
 - 3.2.3 the settlement is intended to enhance the ongoing relationship between Ngāti Rangiwewehi and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 3.3 Ngāti Rangiwewehi is to acknowledge in the deed of settlement that –
- 3.3.1 taking all matters into consideration (some of which are specified in paragraph 3.2), the settlement is fair in the circumstances; and
 - 3.3.2 the redress –
 - (a) is intended to benefit Ngāti Rangiwewehi collectively; but
 - (b) may benefit particular members, or particular groups of members, of Ngāti Rangiwewehi if the governance entity so determines in accordance with the governance entity's procedures.

Implementation

- 3.4 The deed of settlement is to provide the settlement legislation will, on terms agreed by the parties (based on the terms in recent settlement legislation), –
- 3.4.1 settle the historical claims; and
 - 3.4.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
 - 3.4.3 provide that the Māori land claims protection legislation does not apply -
 - (a) to a redress property, a purchased deferred selection property, or any RFR land; or

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- (b) for the benefit of the settling group or a representative entity; and
 - 3.4.4 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for, the settlement properties; and
 - 3.4.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not apply to any settlement document; and
 - 3.4.6 require the Secretary for Justice to make copies of the deed of settlement publicly available.
- 3.5 The deed of settlement is to provide –
- 3.5.1 the governance entity must use its best endeavours to ensure every historical claim is discontinued by the settlement date or as soon as practicable afterwards;
 - 3.5.2 the Crown may, after the settlement date, advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement; and
 - 3.5.3 the Crown may cease any land bank arrangement in relation to Ngāti Rangiwewehi, the governance entity, or any representative entity, except to the extent necessary to comply with its obligations under the deed.

SCHEDULE 4

VALUATION PROCESS FOR COMMERCIAL REDRESS PROPERTIES

A DETERMINING THE MARKET VALUE OF A JOINT VALUATION PROPERTY

APPLICATION OF THIS SUBPART

4.1 This subpart provides how the following are to be determined in relation to a potential commercial redress property that the parties agree is to be jointly valued (a **joint valuation property**):

4.1.1 its market value.

4.2 The market values are to be determined as at the date agreed upon in writing by the parties (the **valuation date**).

APPOINTMENT OF VALUER

4.3 The parties must agree upon and jointly appoint a valuer by no later than [10] business days after agreeing in writing that the joint valuation property is to be valued under this part.

4.4 If the parties do not jointly appoint a valuer in accordance with paragraph 4.3, either party may request the President of the New Zealand Institute of Valuers to appoint a valuer as soon as practicable.

4.5 The parties must, not later than [five] business days after the valuer's appointment, jointly instruct the valuer using the form of instructions in appendix 1.

VALUER'S QUALIFICATIONS

4.6 The valuer must be -

4.6.1 a registered valuer; and

4.6.2 independent; and

4.6.3 experienced in determining -

(a) the market value of similar properties.

VALUATION REPORT

4.7 The valuer must, not later than [50] business days after being instructed, -

4.7.1 prepare a valuation report in accordance with the instructions; and

4.7.2 provide each party with a copy of the valuation report.

MARKET VALUE

- 4.8 The market value of the joint valuation property for the purposes of clause 6.1.2 is as provided in the valuation report.

B DETERMINING THE MARKET VALUE OF A SEPARATE VALUATION PROPERTY

APPLICATION OF THIS SUBPART

- 4.9 This subpart provides how the following are to be determined in relation to a potential commercial redress property that the parties agree is to be separately valued (a **separate valuation property**):
- 4.9.1 its market value.
- 4.10 The market value is to be determined as at a date agreed upon in writing by the parties (the **valuation date**).

APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR

- 4.11 The parties must, not later than [20] business days after agreeing in writing that the property is to be valued under this part] -
- 4.11.1 each –
- (a) instruct a valuer using the form of instructions in appendix 2; and
 - (b) give written notice to the other of the valuer instructed; and
- 4.11.2 agree upon and jointly appoint one person to act as the valuation arbitrator.
- 4.12 If the parties do not jointly appoint a valuation arbitrator in accordance with paragraph 4.11.2, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable.

QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR

- 4.13 Each valuer must be a registered valuer.
- 4.14 The valuation arbitrator –
- 4.14.1 must be suitably qualified and experienced in determining disputes about the market value of similar properties; and
- 4.14.2 is appointed when he or she confirms his or her willingness to act.

VALUATION REPORTS

- 4.15 Each valuer must, not later than [50] business days after being instructed -

- 4.15.1 prepare a draft valuation report in accordance with the valuation instructions; and
- 4.15.2 provide a copy of his or her final valuation report to –
 - (a) each party; and
 - (b) the other valuer.

MARKET VALUE

- 4.16 If only one valuation report is delivered by the required date, the market value of the separate valuation property is as assessed in the report.
- 4.17 If both valuation reports are delivered by the required date, –
 - 4.17.1 the parties must endeavour to agree in writing –
 - (a) the market value of the separate valuation property; and
 - 4.17.2 either party may, if the market valuation of the separate valuation property is not agreed in writing within [70] business days after the parties have agreed in writing the property is to be valued under this part, refer that matter to the determination of the valuation arbitrator.

VALUATION ARBITRATION

- 4.18 The valuation arbitrator must, not later than [10] business days after date the matter is referred to the arbitrator's determination (the **arbitration commencement date**), –
 - 4.18.1 give notice to the parties of the arbitration meeting, which must be held –
 - (a) at a date, time and venue determined by the valuation arbitrator after consulting with the parties; but
 - (b) not later than [30] business days after the arbitration commencement date; and
 - 4.18.2 establish the procedure for the arbitration meeting, including providing each party with the right to examine and re-examine, or cross-examine, as applicable –
 - (a) each valuer; and
 - (b) any other person giving evidence.
- 4.19 Each party must –
 - 4.19.1 not later than 5 pm on the day that is [five] business days before the arbitration meeting, give to the valuation arbitrator, the other party, and the other party's valuer –
 - (a) its valuation report; and

- (b) its submission; and
- (c) any sales, rental, or expert evidence that it will present at the meeting;
and

4.19.2 attend the arbitration meeting with its valuer.

4.20 The valuation arbitrator must –

- 4.20.1 have regard to the requirements of natural justice at the arbitration meeting; and
- 4.20.2 no later than [50] business days after the arbitration commencement date, give his or her determination –
 - (a) of the market value of the separate valuation property; and
 - (b) being no higher than the higher, and no lower than the lower, assessment of market value as the case may be, contained in the parties' valuation reports.

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

MARKET VALUE

4.22 The market value of the separate valuation property for the purposes of clause 6.1.2 is the market value –

- 4.22.1 determined under paragraph 4.16; or
- 4.22.2 agreed under paragraph 4.17.1; or
- 4.22.3 determined by the valuation arbitrator under paragraph 4.20.2.

C GENERAL PROVISIONS

COSTS

4.23 In relation to the determination of –

- 4.23.1 the market value of a joint valuation, the Crown must pay the valuer's costs; and
- 4.23.2 the market value of a separate valuation property, each party must pay –
 - (a) its costs; and
 - (b) half the costs of a valuation arbitration; or
 - (c) such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

APPENDIX 1

[*Valuer's name*]

[*Address*]

Valuation instructions for a joint valuation

INTRODUCTION

Te Maru o Ngāti Rangiwewehi and the Crown have entered into an agreement in principle to settle Ngāti Rangiwewehi's historical claims dated 16 June 2011 (the **agreement in principle**).

The market value of the following property is to be determined under schedule 4 to that agreement in principle –

[describe the property including its legal description]

AGREEMENT IN PRINCIPLE

A copy of the agreement in principle is enclosed and your attention is drawn to schedule 4. All references in this letter to subparts or paragraphs are to subparts or paragraphs of schedule 4.

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

The property is a joint valuation property for the purposes of schedule 4. Subpart A of schedule 4 applies to the valuation of joint valuation properties.

VALUATION REQUIRED

You are required to undertake a valuation to assess the market value of the property as at [**date**] (the **valuation date**).

You may obtain relevant specialist advice such as engineering or planning advice.

REQUIREMENTS FOR YOUR VALUATION

Our requirements for your valuation are as follows.

You are to assume that –

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

Your valuation is –

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

REQUIREMENTS FOR YOUR VALUATION REPORT

We require a full valuation report in accordance with the current edition of the Australia and New Zealand Valuation and Property Standards, including –

- (a) an executive summary containing a summary of –
 - (i) the valuation; and
 - (ii) the key valuation parameters; and
 - (iii) the key variables affecting value; and
- (b) an assessment of the market value of the property (plus GST if any) as at the valuation date; and
- (c) compliance with the minimum requirements as set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation, and other relevant standards, insofar as they are consistent with subpart B; and
- (d) a clear statement of the land value and of the value of improvements; and
- (e) a clear statement as to any impact of the disclosed encumbrances; and
- (f) details of your assessment of the highest and best use of the property; and
- (g) comment on the rationale of likely purchasers of the property; and
- (h) full details of the valuation method; and
- (i) a clear identification of the key variables that have a material impact on the valuation; and

- (j) a detailed description of improvements; and
- (k) appendices setting out -
 - (i) a statement of the valuation methodology and policies; and
 - (ii) relevant market and sales information.

ACCEPTANCE OF THESE INSTRUCTIONS

By accepting these instructions, you agree to prepare and provide a valuation report to the governance entity and the land holding agency not later than [50] business days after the date of these instructions.

OPEN AND TRANSPARENT VALUATION

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

In particular, you must copy any questions you have or receive with regard to the property, together with the responses, to the governance entity and the land holding agency.

Yours faithfully

[Name of signatory]

[Position]

[Settling group]

[Name of signatory]

[Position]

[Land holding agency]

APPENDIX 2

[Note: These instructions may be modified to apply to more than one separate valuation property.]

[Valuer's name]

[Address]

Valuation instructions for a separate valuation property

INTRODUCTION

Te Maru o Ngāti Rangiwewehi and the Crown have entered into an agreement in principle to settle the settling group's historical claims dated 16 June 2011 (the **agreement in principle**).

The market value of the following property is to be determined under schedule 4 to that agreement in principle -

[describe the property including its legal description]

AGREEMENT IN PRINCIPLE

A copy of the agreement in principle is enclosed and your attention is drawn to schedule 4. All references in this letter to subparts or paragraphs are to subparts or paragraphs of schedule 4.

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

The property is a separate valuation property for the purposes of schedule 4. Subpart B of schedule 4 applies to the valuation of separate valuation properties.

VALUATION REQUIRED

You are required to undertake a valuation to assess the market value of the property as at **[date]** (the **valuation date**).

The ~~[land holding agency]~~[governance entity]~~[delete one]~~ will require another registered valuer to assess the market value of the property at the valuation date.

The two valuations are to enable the market value of the property to be determined either –

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

VALUATION PROCESS

You must –

- (a) before inspecting the property, agree with the other valuer –
 - (i) the valuation method applicable to the property; and
 - (ii) the comparable sales to be used in determining the value of the property; and
- (b) inspect the property together with the other valuer; and
- (c) attempt to resolve, by the following day, any matters or issues arising from your inspections; and
- (d) by not later than [30] business days after the date of these instructions,
 - (i) prepare a draft valuation report; and
 - (ii) provide a copy of that report to us; and
- (e) by not later than [50] business days after the date of these instructions –
 - (i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and
 - (ii) deliver a copy of your final valuation report to both parties and the valuer instructed by the other party; and
- (f) participate in any arbitration process required under subpart B to determine the market value of the property.

REQUIREMENTS FOR YOUR VALUATION

Our requirements for your valuation are as follows.

You are to assume that –

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

Your valuation is –

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

REQUIREMENTS FOR YOUR VALUATION REPORT

We require a full valuation report in accordance with the current edition of the Australia and New Zealand Valuation and Property Standards, including –

- (a) an executive summary containing a summary of –
 - (i) the valuation; and
 - (ii) the key valuation parameters; and
 - (iii) the key variables affecting value; and
- (b) an assessment of the market value of the property (plus GST if any) as at the valuation date; and
- (c) compliance with the minimum requirements as set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation and other relevant standards, insofar as they are consistent with subpart B; and
- (d) a clear statement of the land value and of the value of improvements; and
- (e) a clear statement as to any impact of the disclosed encumbrances; and
- (f) details of your assessment of the highest and best use of the property; and
- (g) comment on the rationale of likely purchasers of the property; and
- (h) full details of the valuation method; and

- (i) a clear identification of the key variables which have a material impact on the valuation; and
- (j) a detailed description of improvements; and
- (k) appendices setting out –
 - (i) a statement of the valuation methodology and policies; and
 - (ii) relevant market and sales information.

ACCEPTANCE OF THESE INSTRUCTIONS

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

- (a) [30] business days after the date of these instructions, to prepare and deliver to us a draft valuation report; and
- (b) [50] business days after the date of these instructions, to –
 - (i) review your draft valuation report after taking into account any comments made by us or a peer review of the report obtained by us; and
 - (ii) deliver a copy of your final valuation report to both parties and the valuer instructed by the other party.

OPEN AND TRANSPARENT VALUATION

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

In particular, you must copy any questions you have or receive with regard to the valuation, together with the responses, to the governance entity and the land holding agency.

Yours faithfully

[Name of signatory]

[Position]

[Governance entity/Land holding agency][delete one]

SCHEDULE 5

REDRESS

STATUTORY AREAS

(Being areas to which the statutory acknowledgement is to apply)

Statutory Acknowledgements over sites of significance as shown on Map 1 in Attachment 2:

- (a) Maketū Wildlife Management Reserve (8.8390 ha);
- (b) Taumata Scenic Reserve (88.5 ha);
- (c) Part of Ruato Stream Conservation Area (20.37 ha), excluding lease area;
- (d) Mangorewa Scenic Reserve (78.35 ha);
- (e) up to 300 ha from within Mangorewa Conservation Area, subject to verifying the location of this with Ngāti Rangiwewehi;
- (f) up to 315 ha from within Kaharoa Conservation Forest, subject to verifying the location of this with Ngāti Rangiwewehi;
- (g) two portions of Te Matai Conservation Forest (329.2 ha total);
- (h) Part of Mangapapa Conservation Area (84.25 ha); and
- (i) Te Waerenga Scenic Reserve (29.7 ha).

Statutory acknowledgements over waterways (to the extent they fall within the Ngāti Rangiwewehi area of interest) as shown on Map 2 in Attachment 2:

- (a) Mangorewa river;
- (b) Kaituna River;
- (c) Ohaupara Stream;
- (d) Mangapouri Stream;
- (e) Onaia Stream; and
- (f) Te Rerenga Stream.

DEEDS OF RECOGNITION

A deed of recognition (signed by the Minister, and the Director-General, of Conservation) in relation to the following statutory areas as shown on Map 1 in Attachment 2:

- (a) Taumata Scenic Reserve (88.5 ha);
- (b) Part of Ruato Stream Conservation Area (20.37 ha), excluding lease area;
- (c) Mangorewa Scenic Reserve (78.35 ha);
- (d) up to 300 ha from within Mangorewa Conservation Area, subject to verifying the location of this with Ngāti Rangiwewehi;
- (e) up to 315 ha from within Kaharoa Conservation Forest, subject to verifying the location of this with Ngāti Rangiwewehi;
- (f) two portions of Te Matai Conservation Forest (329.2 ha total);
- (g) Part of Mangapapa Conservation Area (84.25 ha); and
- (h) Te Waerenga Scenic Reserve (29.7ha).

PROTOCOLS

The protocols offered to the governance entity will be, in substance, on the same terms as those in previous Treaty settlements. The deed of settlement and the settlement legislation will provide for the following Ministers to issue protocols to the governance entity:

- (a) the Minister of Conservation;
- (b) the Minister of Arts, Culture and Heritage; and
- (c) the Minister of Energy and Resources in relation to Crown Minerals.

MINISTRY OF FISHERIES

The Ministry of Fisheries (the Ministry) recognises that:

- (a) Ngāti Rangiwewehi as tangata whenua are entitled to have input and participation in fisheries management processes that relate to fish stocks in their area of interest and that are subject to the Fisheries Act 1996;
- (b) Ngāti Rangiwewehi as tangata whenua have a special relationship with all species of fish, aquatic life and seaweed within their area of interest and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.

The deed of settlement will record that the Chief Executive of the Ministry of Fisheries will write to the governance entity outlining:

- (a) that the Ministry recognises Ngāti Rangiwewehi as tangata whenua within their area of interest and has a special relationship with all species of fish, aquatic life and seaweed within their area of interest;
- (b) how Ngāti Rangiwewehi can have input and participation into the Ministry's fisheries planning processes; and
- (c) how Ngāti Rangiwewehi can implement the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within their area of interest.

The governance entity and the Ministry will seek to agree on the contents of the letter before the initialling of a deed of settlement.

LETTERS OF INTRODUCTION

The Minister for Treaty of Waitangi Negotiations will write letters introducing the governance entity to the following organisations:

- (a) Transpower;
- (b) the New Zealand Transport Agency;
- (c) Kiwirail Network;
- (d) the Civil Aviation Authority; and
- (e) Fish and Game New Zealand.

POTENTIAL ALTERED GEOGRAPHIC NAMES

Existing geographic name	Potential new geographic name
Hamurana Wetlands	Te Putahi wetlands
Wilson's Bay	Waikiakia
Hamurana Stream	Kaikaitahuna Stream

POTENTIAL CULTURAL REDRESS PROPERTIES

Table 1: Vesting of Hamurana Springs Recreation Reserve

Portion of Reserve	General description	Basis on which property is to be vested and rights or encumbrances affecting the property of which the Crown is currently aware
Golf Course Map 3 in Attachment 2	18.13 hectares approximately, being Part Section 12, Part Section 47 and Part 41 Block V Rotoiti Survey District. Part Computer Freehold Register SA21A/8. Subject to survey	Subject to recreation reserve status Subject to existing wildlife refuge status over waterways and springs Transfer excludes Rotorua District Council water supply Golf course bridge to 8th hole to transfer to Ngāti Rangiwewehi Subject to any existing legal rights that the golf course may have (further investigation required) Further investigation required to determine whether buildings located on golf course would transfer.
Concession area Map 3 in Attachment 2	2.21 hectares approximately, being Part Section 12 Block V Rotoiti Survey District and Part Mangorewa Kaharoa 7A2B. Part Computer Freehold Register SA21A/8. Subject to survey	Subject to historic reserve or recreation reserve status Lodge to transfer to Ngāti Rangiwewehi
Pā site Map 3 in Attachment 2	1.32 hectares, approximately, being Part Sections 12 and 41 Block V Rotoiti Survey District. Part Computer Freehold Register SA21A/8. Subject to survey	Subject to historic reserve status Subject to existing wildlife refuge status over waterways and springs
Northern portion	4.85 hectares, approximately,	Subject to recreation reserve

**WITHOUT PREJUDICE
NGĀTI RANGIWEWEHI AGREEMENT IN PRINCIPLE**

Portion of Reserve	General description	Basis on which property is to be vested and rights or encumbrances affecting the property of which the Crown is currently aware
Map 3 in Attachment 2	being Parts Section 12 and Part Section 41 Block V Rotoiti Survey District. Part Computer Freehold Register SA21A/8. Subject to survey	status
Central portion Map 3 in Attachment 2	9.88 hectares, approximately, being Part Section 12 and Part Section 41 Block V Rotoiti Survey District. Part Computer Freehold Register SA21A/8. Subject to survey	Subject to recreation reserve status (with additional protections for free public access) Subject to existing wildlife refuge status over waterways and springs Subject to bach lease and associated right of way Department of Conservation to retain a management role for a period of five years over specified conservation values and assets Ownership of all assets (e.g. structures, bridges, platforms) to transfer to Ngāti Rangiwewehi upon settlement date

Table 2: Vesting of other sites

Name of Site	General description	Basis on which property is to be vested and rights or encumbrances affecting the property of which the Crown is currently aware
Penny Road Scenic Reserve Map 4 in Attachment 2	18.4132 hectares, more or less, being Sections 8 and 9 Block V Rotoiti Survey District. All <i>Gazette</i> 1970 page 1379.	Subject to conservation covenant for biodiversity values and public access with a provision for the cultural harvest of flora
Site from Mangapouri Scenic Reserve Map 5 in Attachment 2	2.5117 hectares, approximately, being Part Section 53 Block IV Rotorua Survey District. Subject to survey	Subject to scenic reserve status

Table 3: Joint vesting of site in Ngāti Rangiwewehi and Tapuika

Name of Site	General description	Basis on which property is to be vested and rights or encumbrances affecting the property of which the Crown is currently aware
Site near Te Taita from within Te Matai Conservation Forest Map 6 in Attachment 2	6.0 hectares, approximately, Part Section 21 Block IV Rotorua Survey District. Part <i>Gazette</i> 1920 page 2120 as amended by <i>Gazette</i> 1967 page 1064. Subject to survey	Subject to scenic reserve status Joint transfer to Ngāti Rangiwewehi and Tapuika

FINANCIAL AND COMMERCIAL REDRESS AMOUNT

FINANCIAL REDRESS

A TOTAL OF \$6.0 MILLION

The financial redress amount is made up of:

- (a) a cash payment of \$3.50 million (less the agreed value of any commercial redress properties transferred on settlement date); and
- (b) an on -account payment of \$2.50 million (being payment made on account of settlement and paid to Te Maru o Ngāti Rangiwewehi Iwi Authority in December 2008).

POTENTIAL COMMERCIAL REDRESS PROPERTIES

Name	Legal Description	Agency
839 Te Waerenga Road	19.8070 hectares, more or less, being Lot 2 DPS 71824. All Computer Freehold Register SA57D/71.	OTS Landbank
Mamaku North Forest	1502.8600 hectares, more or less, being Lot 1 DPS 85780 and Lot 1 DPS 85781. All Computer Freehold Register SA68A/368.	MAF
Part Te Matai Forest Shared redress with Tapuika	280.5350 hectares, more or less, being Section 1 SO 60849. All Computer Freehold Register 532170	MAF
Part Te Matai Forest Shared redress with Tapuika	55.8980 hectares, more or less, being Section 1 SO 60850. All Computer Freehold Register 532169.	MAF
Part Te Matai Forest Shared redress with Tapuika	267.8290 hectares, more or less, being Section 1 SO 60855. All Computer Freehold Register 532171.	MAF

POTENTIAL RFR LAND

Name	Legal Description or Property reference	Agency
Kaharoa School site, Kaharoa Road	0.1254 hectares, more or less, being Part Section 2A Block V Rotoiti Survey District and Closed Road SO 42559. All <i>Gazette</i> 1965 page 1292. 1.2110 hectares, more or less, being Part Section 2 Block V Rotoiti Survey District. All <i>Gazette</i> 1965 page 1294 1.3364 hectares in total.	Ministry of Education
SH 36 Hamurana – Te Waerenga Road	NZTA ref # (040025)	New Zealand Transport Agency
SH 36	NZTA ref # (040040)	New Zealand Transport Agency
SH 36 Hamurana	NZTA ref # (040043)	New Zealand Transport Agency
Tauranga Direct Road	NZTA ref # (040047)	New Zealand Transport Agency

SCHEDULE 6

MEMORANDUM OF UNDERSTANDING

**A PROTOCOL BETWEEN
NGATI RANGIWEWEHI and ROTORUA DISTRICT COUNCIL**

THE PARTIES TO THIS PROTOCOL ARE:

NGATI RANGIWEWEHI IWI AUTHORITY (Ngati Rangiwewehi)

AND

ROTORUA DISTRICT COUNCIL / TE KAUNIHERA A ROHE O ROTORUA (the Council)

WHAKAAETANGA MAHITAHĪ

Ko tēnei whakaaetanga mahitahi e hanga ana i runga i te tūāpapa
o te ngākau tahi me te ngākau tapatahi.
He herenga hoki tēnei mā Ngāti Rangiwewehi me te Kaunihera ā rohe o Rotorua
kia mahi tahi ai i runga i te wairua whakapono, i te wairua tika
kia whakawhirinaki atu o tētahi ki tētahi.
`Mā te mahi tahi hoki tēnei e tutuki ai a tātau wawata e ora ai nga uri whakatipu

"He wairua to te kupu, he mana to te kupu, he rangatiratanga ano to te kupu".

PROTOCOL

This Protocol is created on the foundation of goodwill and good integrity.
It is also a pledge of assurance that Ngati Rangiwewehi and the Rotorua District Council will
collaboratively work in partnership in the spirit of commitment, trust and honour
by working together we will achieve our goals and vision for us and the future.

Words have life, words have authority and words have integrity.

AGREEMENT

1. The two parties agree that it is in the best interests of each other to work together in an open, honest, transparent and cooperative manner.
2. This agreement is entered into so that the parties are able to collectively and separately achieve their aspirations for the people of Rotorua district and the whanau and hapu of Ngati Rangiwewehi.

BACKGROUND

1. This protocol has been developed, in part, as a result of negotiations between the Crown and Ngati Rangiwewehi to reach agreement on an offer settling the historic claims that Ngati Rangiwewehi has. As part of those negotiations both the Crown and Ngati Rangiwewehi have agreed it would be in the beneficial interest of Ngati Rangiwewehi to have a better relationship with the Council.
2. Coupled with the above it is the Council's view that closer relationships with Iwi and their participation in local government decision making is an important responsibility for the Council.
3. The Mayor is especially committed to the goal of entering into agreements that strengthen the relationship with Iwi and the Council.
4. In support of the above, the two parties have entered into this protocol.

CONTEXT

**"Ka tu au ki runga i a Tarimano, Kia parati au e nga wai o Te Awahou
He whenua tuku, he whenua tipu no tua whakarere nga korero
Hei whitiki ki taku uma hei whakaara i nga uri"**

*"I stand on my sacred Land Tarimano showered by the waters of Te Awahou
Land passed down by our forefathers plentiful of history of our people
I will hold fast to this knowledge only to pass to the up and coming generations"*

ACKNOWLEDGEMENTS

The parties acknowledge:

1. The autonomy of each other and their rights to develop, promote and implement plans, policies, goals and objectives that reflect the views of those that they represent.
2. The traditional, cultural, spiritual and historical relationships of Ngati Rangiwewehi with the land identified in the Rohe map attached as Appendix I.
3. Articles I, II, III of the Te Tiriti O Waitangi/Treaty of Waitangi and the principles of that Treaty.
4. That this protocol is a living document and will require review from time to time by mutual agreement

RELATIONSHIP

The parties accept that:

1. Effective, lasting and trusting relationships that contribute to each others wellbeing take time to develop.
2. Successful relationships are achieved when each of the parties:
 - i. deals with the other in a mana enhancing manner,
 - ii. meets to discuss their areas of interest in a Te kanohi ki te kanohi on a regular basis,
 - iii. meet at least four times a year,
 - iv. have an open door approach so issues that arise between the quarterly meetings can be quickly brought to the other parties' attention.
3. They must act in good faith to resolve disagreements that will inevitably arise from time to time.

APPLICATION

1. The parties will share data and information held by each other to assist with planning and development and to contribute towards their respective longer term aspirations.
2. The Council will work with Ngati Rangiwewehi to assist in its understanding of the Council and the Bay of Plenty Regional Council's policies, plans and rules, and develop an understanding of Ngati Rangiwewehi's vision of the future in maintaining their identity on their ancestral land.
3. From time to time the parties will establish working groups to consider matters of specific interest including, but not limited to:
 - Zone changes in the proposed District Plan
 - Planning and infrastructure issues such as community sewerage schemes and water supplies
 - Rating systems
 - Sustainable development of Awahou village
 - Sustainable Papakainga and other housing developments
 - Recreational planning
 - Other commercial developments
 - Utilities and infrastructure
 - Mokoia Island
 - Taniwha and Hamurana Springs
 - Geothermal.
4. Ngati Rangiwewehi will meet with the Council to provide input into the preparation of the Draft Annual Plan or Draft Ten Year Plan as may be appropriate.

OTHER PARTIES

1. This protocol acknowledges that individually and collectively the parties may have formal relationships and partnerships with other organisations including:
 - Bay of Plenty Regional Council
 - Te Arawa Lakes Trust
 - Pukeroa Oruawhata Trust
 - The Council's Te Arawa Committee
 - Mokoia Island Trust
 - Mangoweka Kaharoa Te Taumutu Trust
 - Department of Conservation
 - Such other Iwi that the Council may develop protocols with.

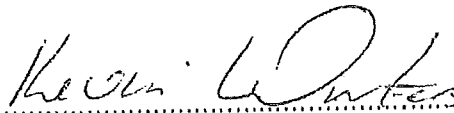
AGREEMENT IN PRINCIPLE

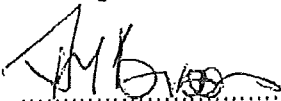
1. This is an interim protocol and has been executed by representatives of Ngati Rangiwewehi, who are responsible for reaching agreement with the Crown in respect of Treaty of Waitangi claims, and the Council.
2. It is expected that this interim protocol will be ratified by the Governance Group of Ngati Rangiwewehi after it has reached agreement with the Crown and settlement legislation enacted.
3. The execution of this agreement allows the parties to immediately implement the protocols set out herein.

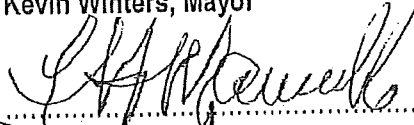
Signed by NGATI RANGIWEWEHI IWI
AUTHORITY representatives on (date)

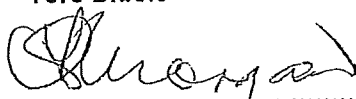
Signed by ROTORUA DISTRICT COUNCIL
representatives on (date)

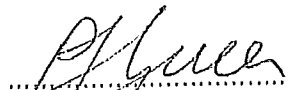

Te Rangikaheke Bidois

 J.P.
Kevin Winters, Mayor

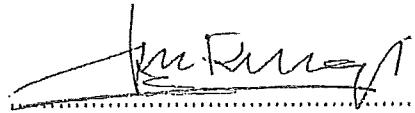

Toro Bidois


Trevor Maxwell, Deputy Mayor

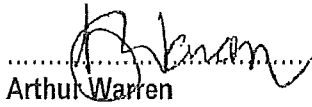

Tauri Morgan


Peter Guerin, Chief Executive

Harata Paterson





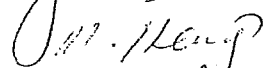

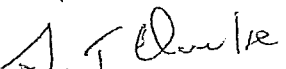


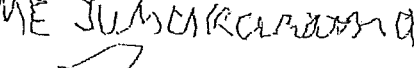


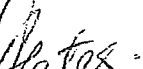

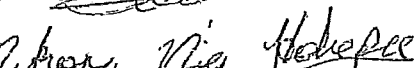




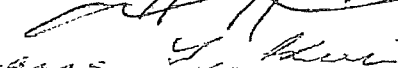
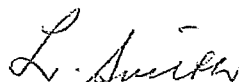
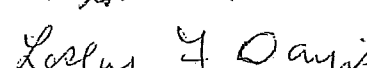
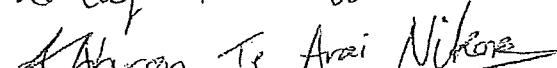
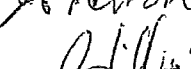

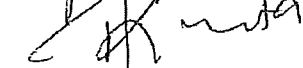

Mauriora Kingi, Director Kaupapa Maori

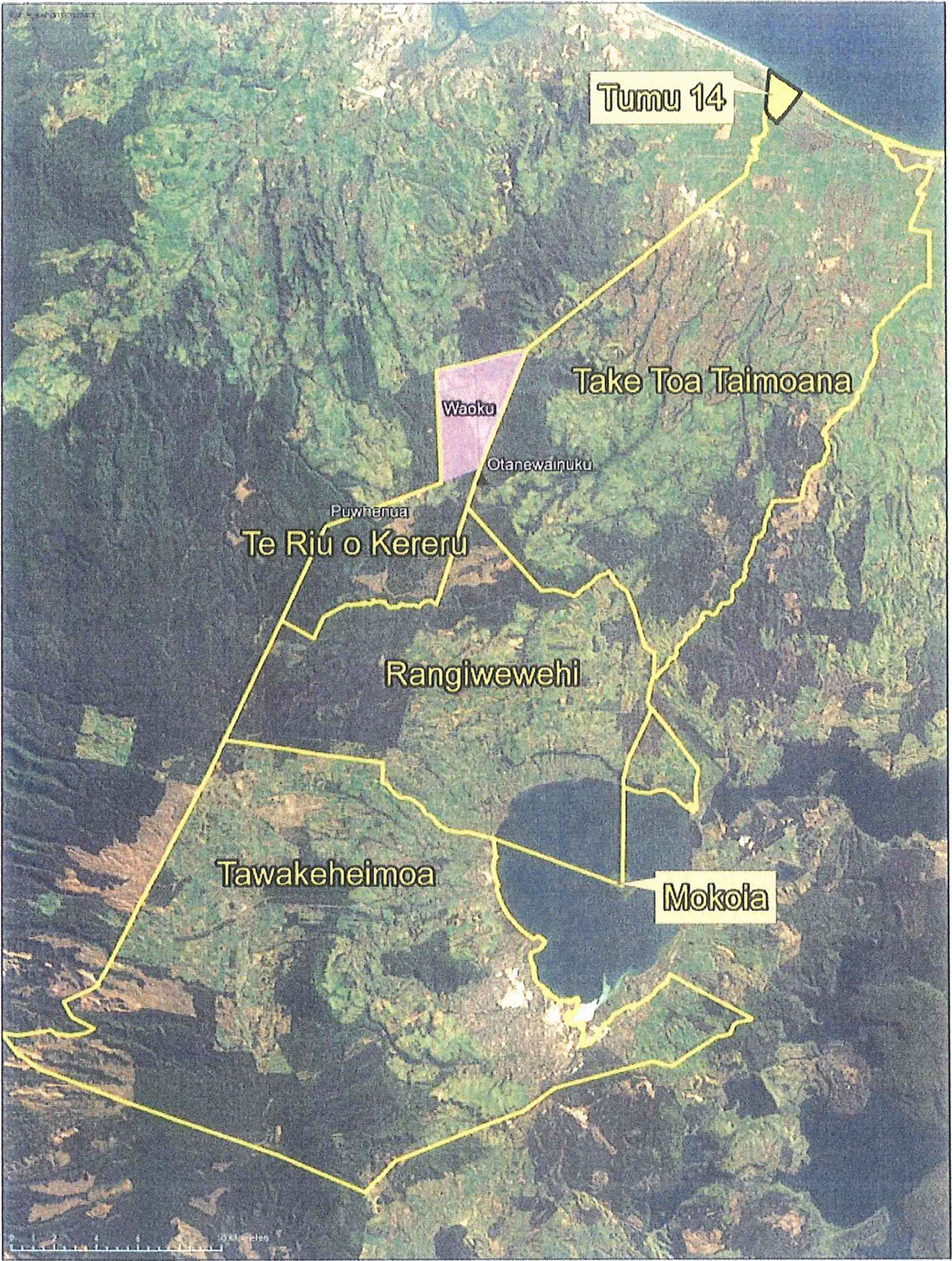


Arthur Warren

APPENDIX I Rohe map which shows the area Ngati Rangiwewehi has mana whenua. (If possible the boundary will align with the property meshblock boundaries but this is not a requirement.)

APPENDIX II Map of Rotorua District area

<p>                   </p>	<p>       </p> <p>  </p>
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Legend



SCHEDULE 7

ONGOING WORK

The Crown will continue to work towards the following between the signing of the agreement in principle and the initialling of the deed of settlement:

Redress over Crown property

- (a) the Crown will continue to work towards the provision of redress over Otanewainuku Peak and nearby surrounds (located in Te Matai Forest);
- (b) the Crown will also discuss with Te Maru o Ngāti Rangiwewehi potential place name changes in accordance with the processes of the New Zealand Geographic Board Ngā Pou o Taunaha o Aotearoa;

Water text

- (a) the Crown will explore including in the Ngāti Rangiwewehi deed of settlement text regarding the retention of the ability of Ngāti Rangiwewehi to bring a contemporary claim to water. Any such text will need to be agreed between agencies and the iwi and ratified by Cabinet;

Historical

- (a) the Crown will commission an independent historian to review the historical documentation of the Crown's role in the trial and execution of Kereopa Te Rau;

Taniwha Springs

- (a) the Crown will continue to facilitate discussions with relevant entities regarding Taniwha Springs;

Wiremu Maihi Te Rangikaheke

- (a) the Crown will continue to facilitate discussions about ways in which the profile and works of Wiremu Maihi Te Rangikaheke can be improved in consultation with the Auckland City Library and the Rotorua Museum of Art and History;

Relationships with third parties

- (a) the Crown will continue to facilitate discussions about the establishment of new relationships between Ngāti Rangiwewehi and the Western Bay of Plenty District Council, and Ngāti Rangiwewehi and the Bay of Plenty Regional Council;

Property owned by third parties

- (a) the Crown will continue to facilitate discussion with the relevant entities over the following:
 - (i) Awahou Stream Mouth Anglers' Access Reserve;
 - (ii) the Telephone exchange at Central Road; and
 - (iii) sites owned by the Rotorua District Council with which Ngāti Rangiwewehi have a strong cultural association.

SCHEDULE 8

CROWN AGREED PROPORTION

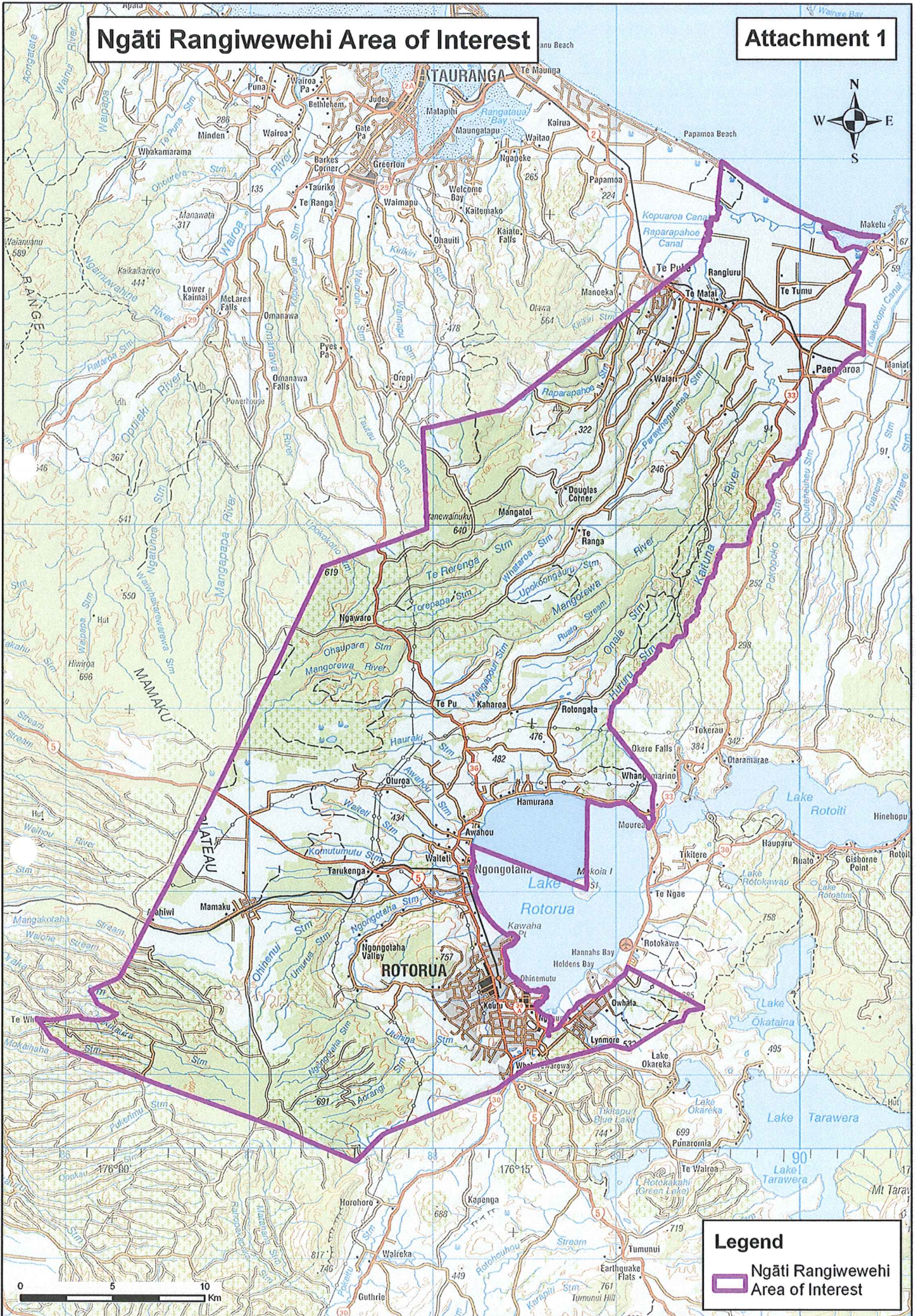
- (a) The Crown acknowledges Ngāti Rangiwewehi have threshold interests in the Crown Agreed Proportion (**CAP**) of the Central North Island (**CNI**) Forests Iwi Collective Settlement (**CNI settlement**). The CNI settlement provides a process for Other CNI Claimants, which includes Ngāti Rangiwewehi, to negotiate to receive a share of the CNI Forests Land and associated benefits through the Crown's beneficial interest in the CNI Iwi Holdings Trust.
- (b) The Crown remains open to receiving a proposal from iwi for resolution of the CAP and encourages ongoing discussions between the relevant parties. The Crown and Ngāti Rangiwewehi will work together in good faith with all relevant parties (being, where applicable, Other CNI Claimants, CNI Iwi Holdings Limited and CNI Forests Iwi Collective member iwi) to resolve the interests of Ngāti Rangiwewehi in the context of their comprehensive negotiations before a deed of settlement is initialled.
- (c) If a negotiated outcome is not reached between the relevant parties, the CNI Forests Land Collective Settlement provides for a land based allocation of an area of the CNI Forests Land to an Other CNI Claimant in the context of that claimant's comprehensive settlement, subject to the consultation and agreement of the CNI Collective. If agreement is not reached between the parties, the matter may be referred to the Waitangi Tribunal.

ATTACHMENTS

ATTACHMENT 1 – AREA OF INTEREST

Ngāti Rangiwewehi Area of Interest

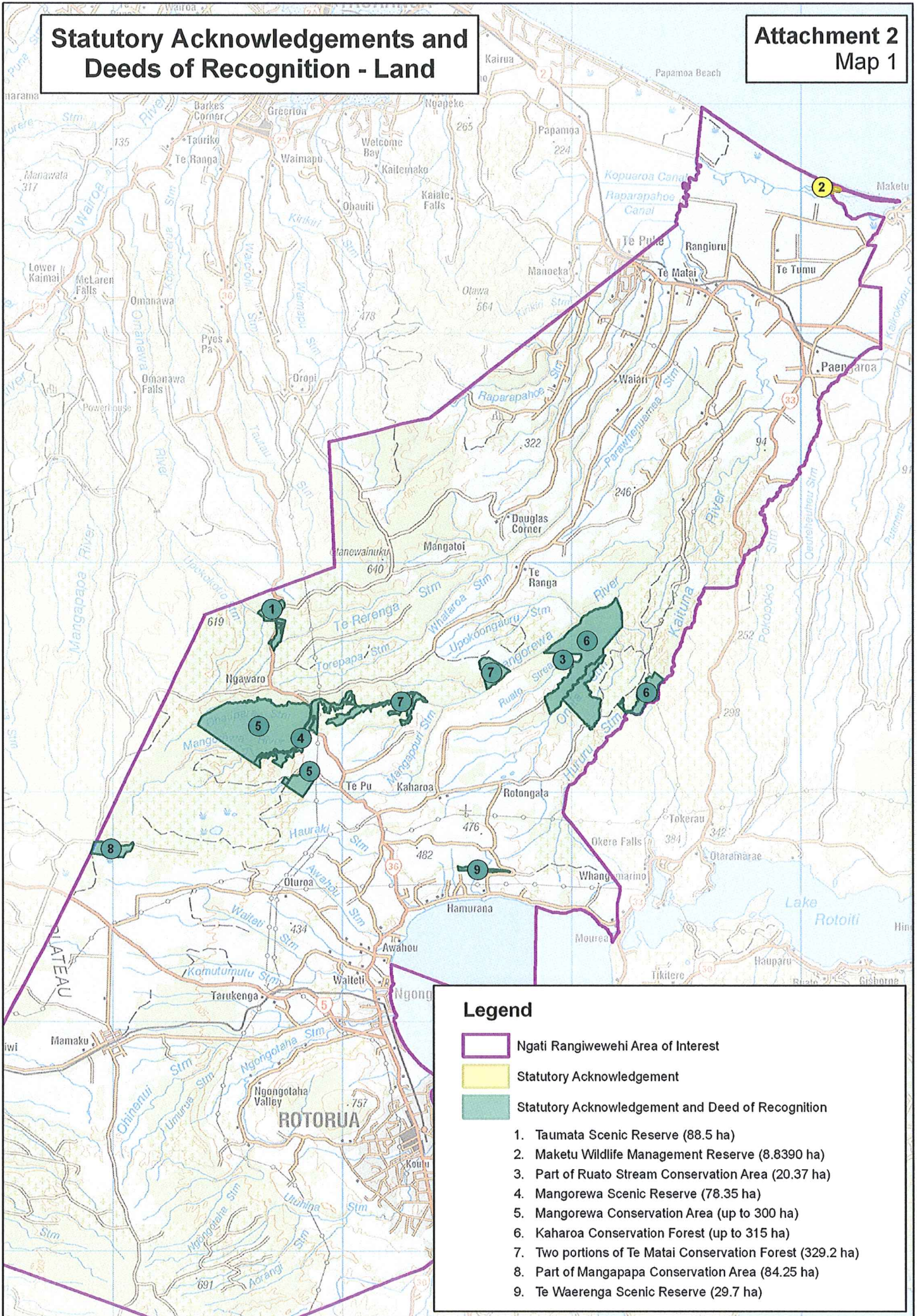
Attachment 1



ATTACHMENT 2 – CULTURAL REDRESS MAPS

Statutory Acknowledgements and Deeds of Recognition - Land

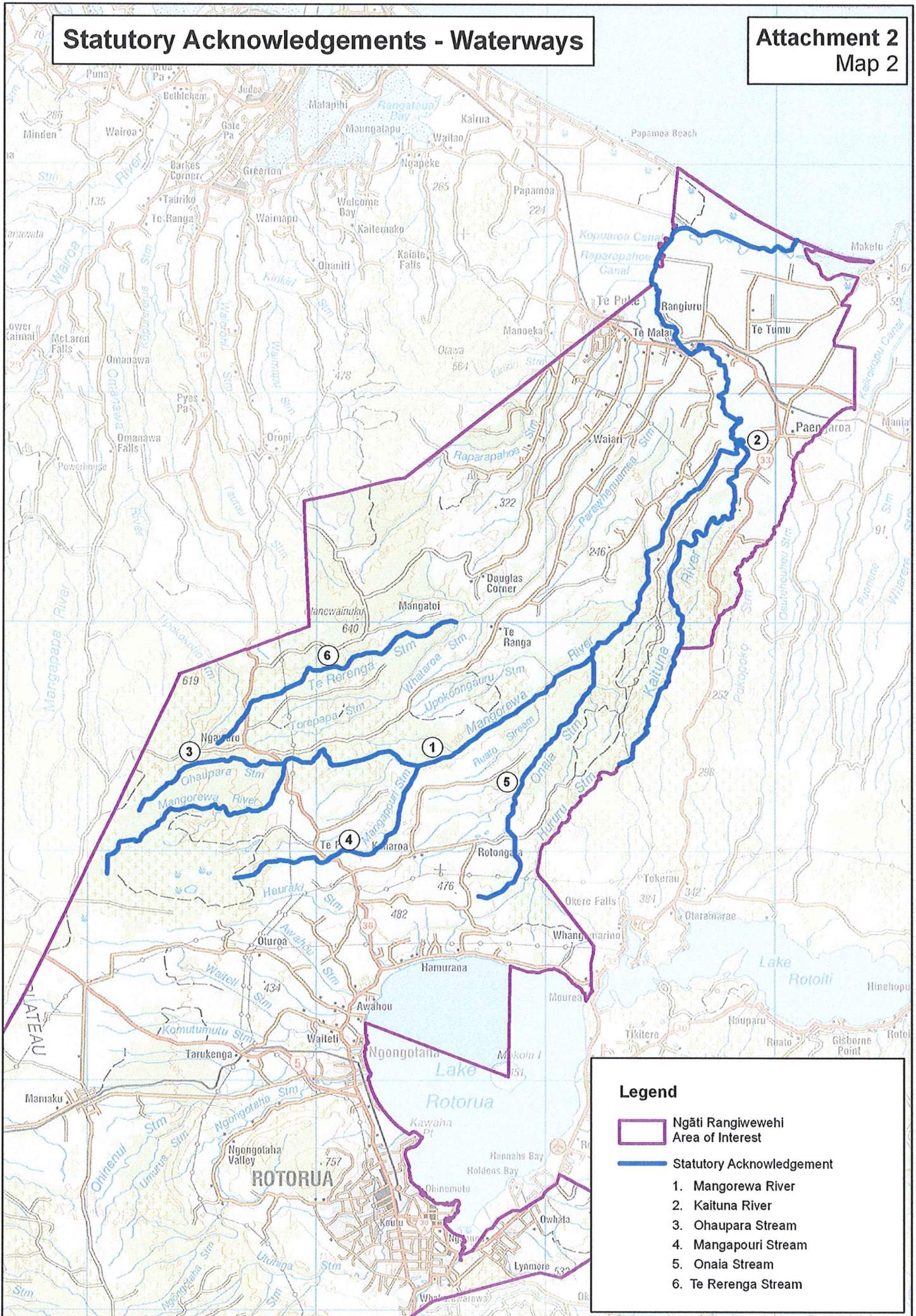
Attachment 2 Map 1

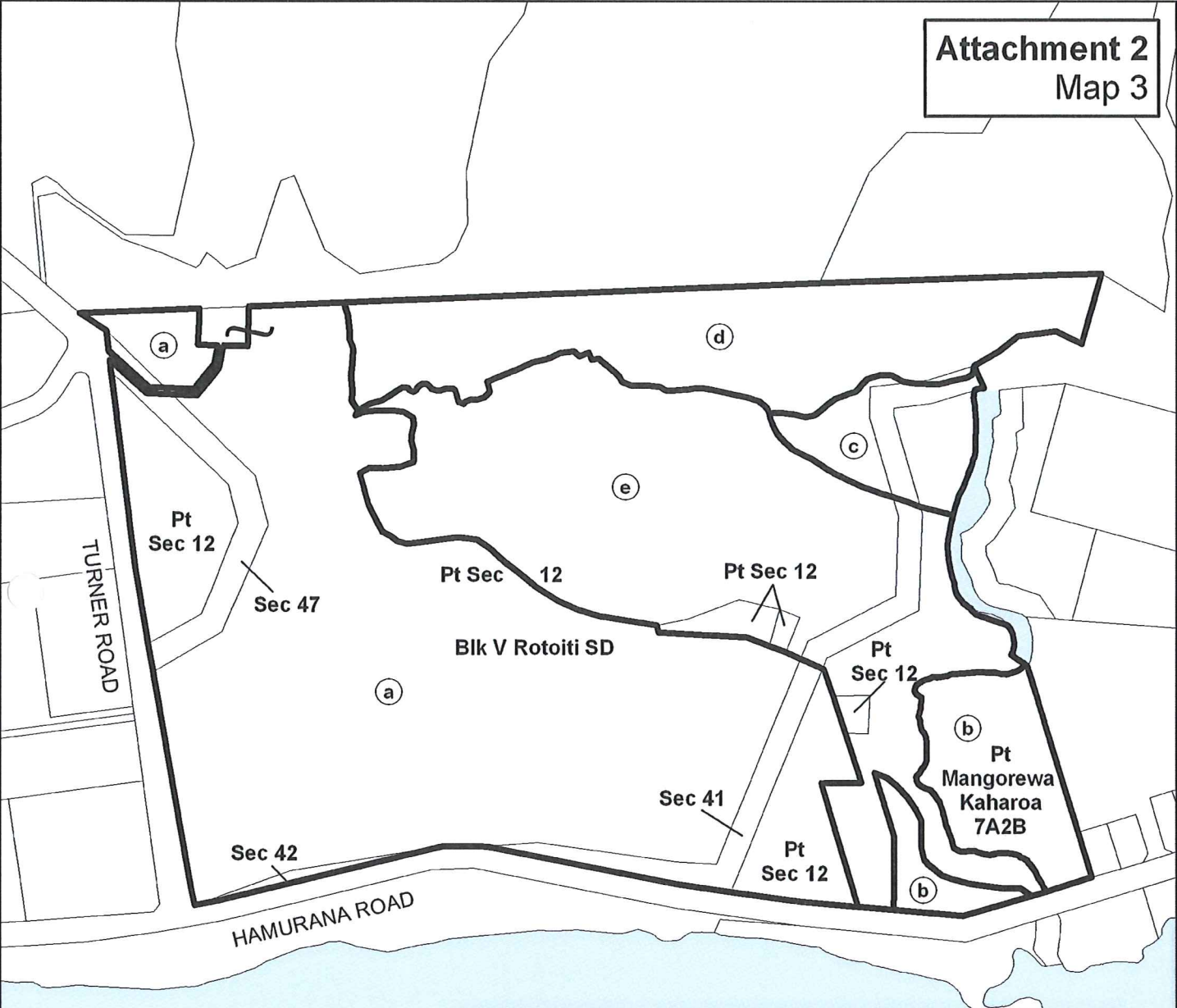


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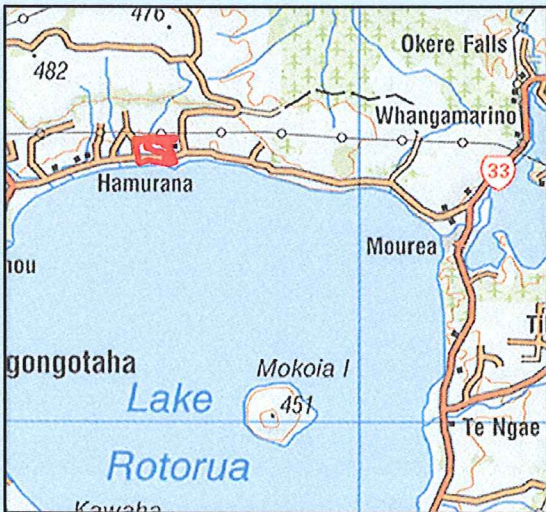
- Ngati Rangiwewehi Area of Interest
- Statutory Acknowledgement
- Statutory Acknowledgement and Deed of Recognition

1. Taumata Scenic Reserve (88.5 ha)
2. Maketu Wildlife Management Reserve (8.8390 ha)
3. Part of Ruato Stream Conservation Area (20.37 ha)
4. Mangorewa Scenic Reserve (78.35 ha)
5. Mangorewa Conservation Area (up to 300 ha)
6. Kaharoa Conservation Forest (up to 315 ha)
7. Two portions of Te Matai Conservation Forest (329.2 ha)
8. Part of Mangapapa Conservation Area (84.25 ha)
9. Te Waerenga Scenic Reserve (29.7 ha)



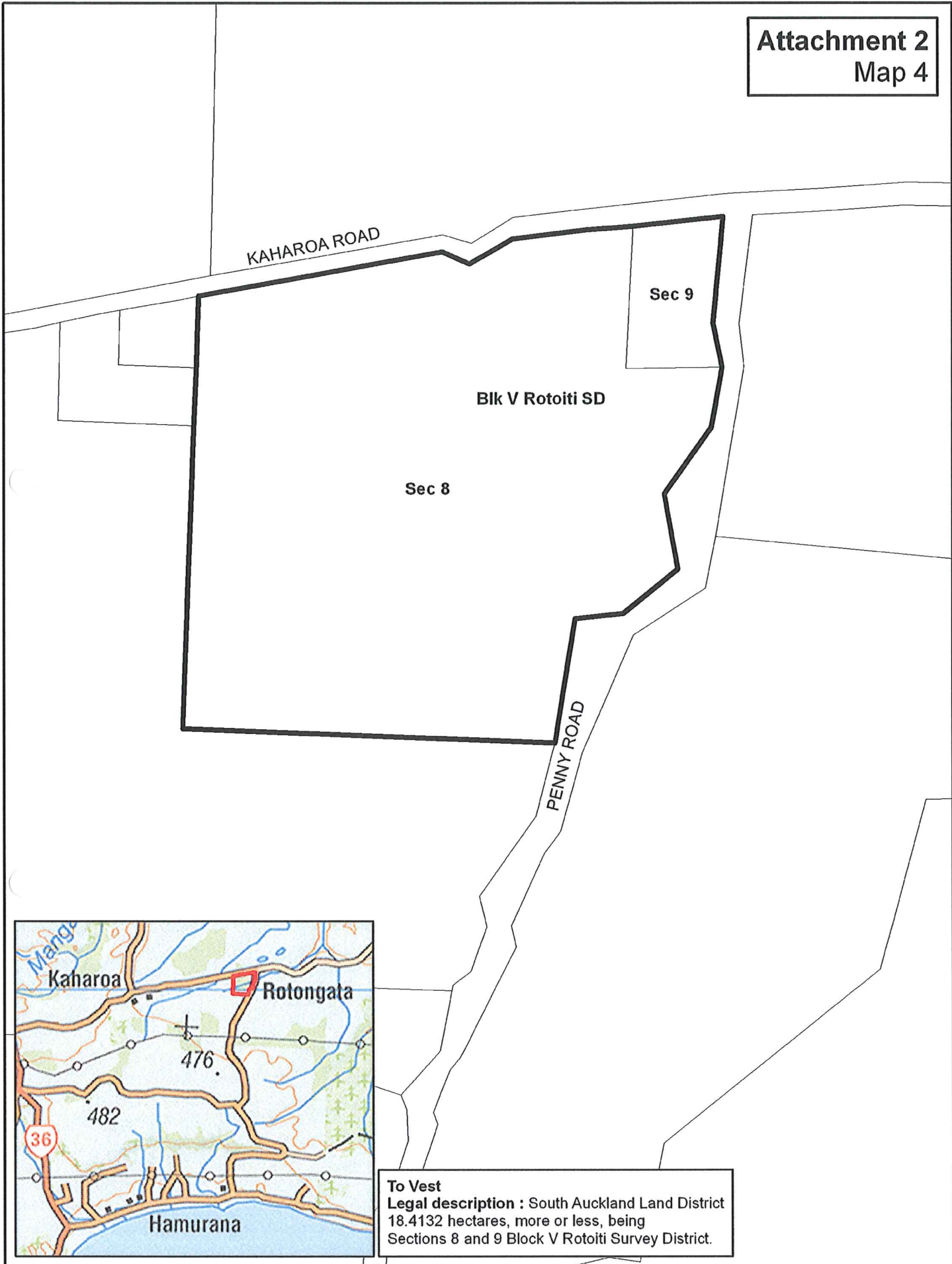


Lake Rotorua



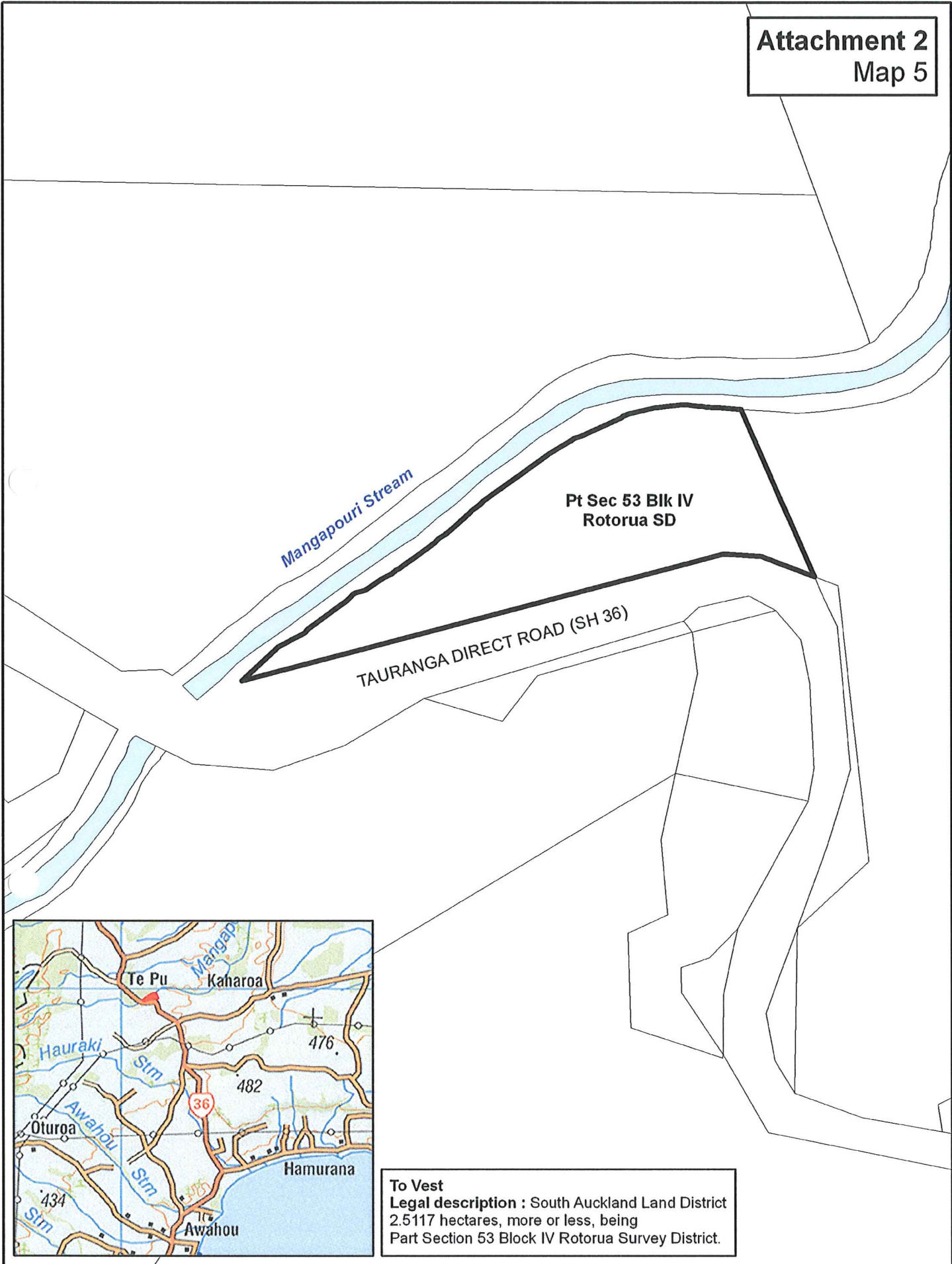
To Vest
Legal description : South Auckland Land District
a. Golf Course
 18.13 hectares, approximately, being Part Sections 41, 42, 47 and Part Section 12 Block V Rotoiti Survey District. Subject to survey.
b. Concession Area
 2.21 hectares, approximately, being Part Mangorewa Kaharoa 7A2B and Part Section 12 Block V Rotoiti Survey District. Subject to survey.
c. Pa Site
 1.32 hectares, approximately, being Part Sections 41 and Part Section 12 Block V Rotoiti Survey District. Subject to survey.
d. Northern Portion
 4.85 hectares, approximately, being Part Section 12 Block V Rotoiti Survey District. Subject to survey.
e. Central Portion
 9.88 hectares, approximately, being Part Section 41, Part Section 12 and Parts Section 12 Block V Rotoiti Survey District. Subject to survey.

Haumurana Springs Recreation Reserve

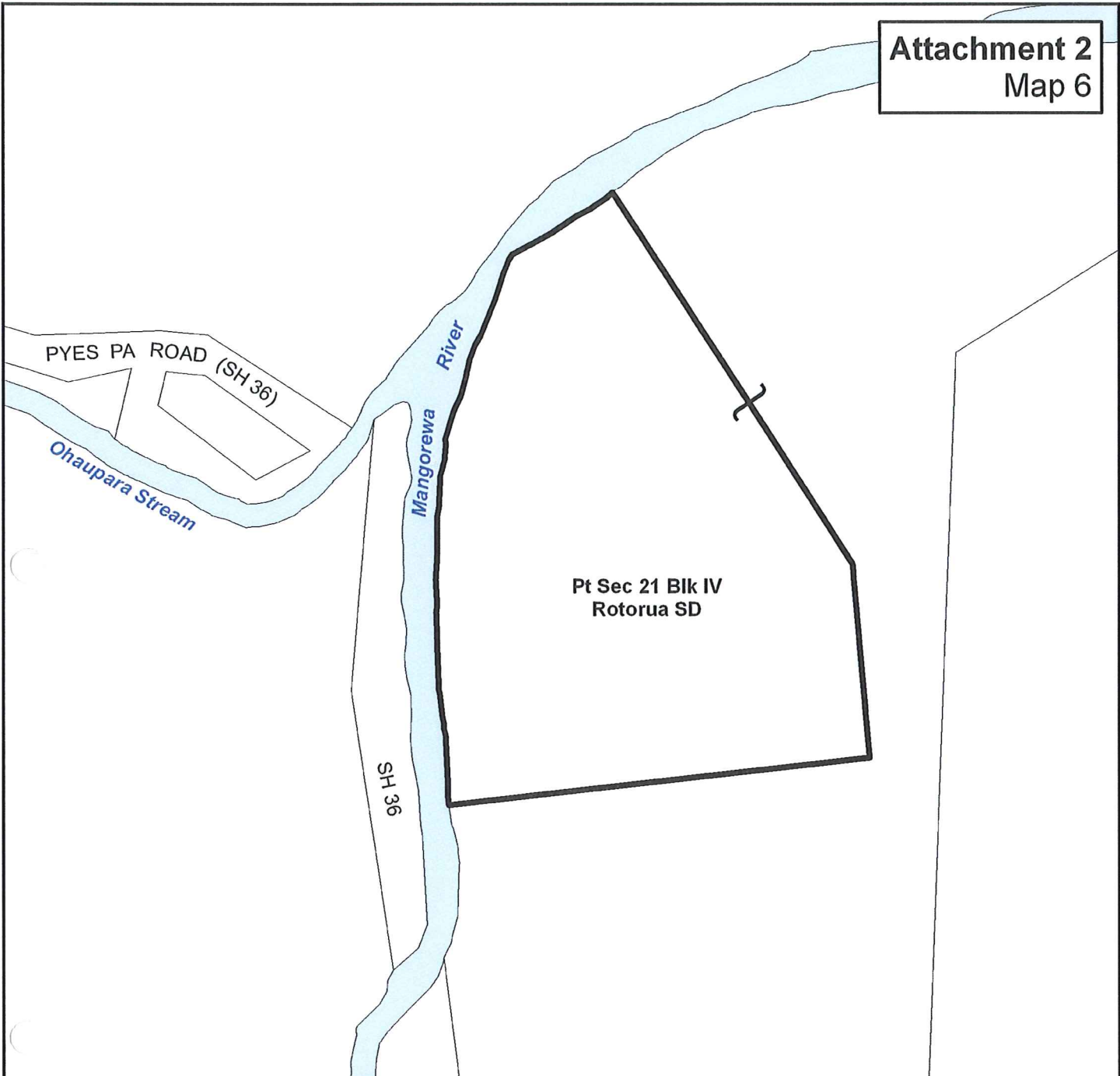


To Vest
Legal description : South Auckland Land District
18.4132 hectares, more or less, being
Sections 8 and 9 Block V Rotoiti Survey District.

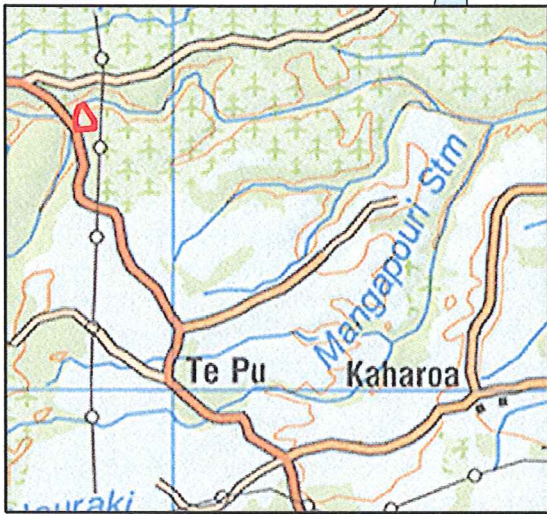
Penny Road Scenic Reserve



Site from Mangapouri Scenic Reserve



Pt Sec 21 Blk IV
Rotorua SD



To Vest
Legal description : South Auckland Land District
6 hectares, approximately, being
Part Section 21 Block IV Rotorua Survey District.
Part Gazette 1920 page 2120 amended by
Gazette 1967 p 1064.
Subject to Survey.

Site near Te Taita from within Te Matai Conservation Forest