

TE RŪNANGA O NGĀTI WHARE
and
HER MAJESTY THE QUEEN
in right of New Zealand

**Agreement in Principle
for the Settlement of the Historical Claims of
Ngāti Whare**

19 June 2009

Process to Date

- 1 On 27 September 1987, the principal Ngāti Whare claim, Wai 66 brought by Edward Charles Rewi and Pahiri Matekuare, was filed in the Waitangi Tribunal.
- 2 Between November 2003 and June 2005, the Historical Claims of Ngāti Whare were heard as part of the Waitangi Tribunal's Te Urewera District Inquiry.
- 3 On 18 November 2003, the Crown recognised the mandate of Te Rūnanga o Ngāti Whare to negotiate, on behalf of Ngāti Whare, an offer for the settlement of their Historical Claims.
- 4 On 7 May 2004, the parties entered into Terms of Negotiation (the "Terms of Negotiation"), which set out the scope, objectives and general procedure for negotiations.
- 5 Treaty settlement negotiations between the Crown and Ngāti Whare continued in parallel with Ngāti Whare's participation in the Waitangi Tribunal's Te Urewera District Inquiry.
- 6 From November 2007 to June 2008 Ngāti Whare participated as a member of the CNI Iwi Collective in settlement negotiations with the Crown in relation to the historical CNI Forests Land claims, including the Historical Claims of Ngāti Whare relating to CNI Forests Land.
- 7 Following ratification by the iwi of Ngāti Whare, on 25 June 2008 Ngāti Whare signed the CNI Forests Land Collective Deed of Settlement, which records the agreement of the CNI Forests Iwi Collective and the Crown to settle the historical CNI Forests Land claims. The CNI Forests Land Collective Deed of Settlement, which has been given legislative effect through the enactment of the Central North Island Forests Land Collective Settlement Act 2008, provides for "on account" financial redress to be provided to Ngāti Whare as part of their future comprehensive settlement. The CNI Forests Land Collective Deed of Settlement is presently being implemented.
- 8 Since June 2008 negotiations have continued between Ngāti Whare and the Crown in relation to the settlement of the balance of the Historical Claims of Ngāti Whare.
- 9 Negotiations have now reached a stage where the parties wish to enter into this Agreement in Principle recording that they are willing to settle comprehensively the Historical Claims by entering into a Deed of Settlement on the basis set out in this Agreement in Principle and having regard to the matters already addressed in the CNI Forests Land Collective Deed of Settlement.

Ngāti Whare Statement

- 10 *Ko Tuwatawata te Maunga*
Ko Whirinaki te Awa
Ko Wharepakau te Tangata
Ko Ngāti Whare te Iwi
- 11 Ngāti Whare is an iwi with interests centred on Te Whāiti Nui-a-Toi and the Whirinaki Valley and extending into surrounding areas as depicted, for settlement negotiation purposes, as the Area of Interest.
- 12 Ngāti Whare's vision for the future is centred on the following five fundamental principles, which have guided Ngāti Whare's engagement in Treaty settlement negotiations with the Crown:
- a He Tapu Te Whirinaki – The Sacredness of the Whirinaki;
 - b Kia Mau te Manamotuhake a Wharepakau - Political Development;
 - c Kia Mau te Mana o Wharepakau – Cultural Development;
 - d Manaaki te Katoa – Economic Development; and
 - e Awhi Nga Uri o Wharepakau – Social Development.
- 13 Ngāti Whare seeks, through the settlement of the Historical Claims, to establish an ongoing and active partnership between Ngāti Whare and the Crown in relation to the whenua, ngahere, awa and other taonga in and around Te Whāiti Nui-a-Toi and the Whirinaki Forest Park; reflecting not only the significance of those resources and their restoration and protection to Ngāti Whare, but also the wider public interest in the enjoyment and sustainability of those resources.
- 14 The Whirinaki Forest Park is internationally significant for its mixed podocarp forests (totara, rimu, miro, matai and kahikatea) and species richness. The Whirinaki Forest Park is unique within the Bay of Plenty as the only area of substantial, mainly contiguous conservation land not presently threatened by population growth. It is of enormous cultural and spiritual value to Ngāti Whare, containing numerous wāhi tapu and other sites of significance, as well as being the habitat of numerous species of trees, plants, birds and rongoa prized by Ngāti Whare.
- 15 Project Whirinaki is a scheme proposed by Ngāti Whare for human-assisted podocarp regeneration within parts of the Whirinaki CFL and potentially areas within the adjacent Whirinaki Forest Park. Ngāti Whare sees Project Whirinaki as a vehicle to enhance the overall value and ecological health of an expanded Whirinaki Forest Park and adjacent areas for future generations of New Zealanders, help restore the mana of Ngāti Whare as kaitiaki of the Park, and encourage social and economic development for the communities of Minginui and Te Whāiti.

- 16 Ngāti Whare desires to enter into a true partnership with the Crown in relation to the management and control of the land, forest, waterways and resources within Ngāti Whare's rohe. Ngāti Whare seeks an enduring relationship for the 21st Century and beyond, recognising that while individuals, companies and governments come and go, the iwi of Ngāti Whare will always remain.

Overview

- 17 This Agreement in Principle contains the nature and scope, in principle, of the Crown's offer to settle comprehensively the Historical Claims.
- 18 The redress offered to Ngāti Whare to settle comprehensively the Historical Claims will comprise three main components. These are:
- a Historical Account, Crown Acknowledgements and Crown Apology;
 - b Cultural Redress; and
 - c Financial and Commercial Redress.
- 19 These matters addressed in this Agreement in Principle are in addition to and must be viewed together with the Financial and Commercial Redress provided to Ngāti Whare under the CNI Forests Land Collective Deed of Settlement.
- 20 In this respect the Crown and Ngāti Whare share a desire to conclude a comprehensive Treaty settlement that:
- a acknowledges the Whirinaki Forest Park as a special place to both Ngāti Whare, as kaitiaki, and New Zealand as a whole;
 - b establishes a renewed and enduring partnership between Ngāti Whare and the Crown; and
 - c provides tangible recognition and a platform for the future development of Ngāti Whare.
- 21 Following the signing of this Agreement in Principle, the parties will work together in good faith to develop, as soon as reasonably practicable, a Deed of Settlement. The Deed of Settlement will include the full details of the redress the Crown is to offer to settle the Historical Claims. The Deed of Settlement will be conditional on the matters set out in paragraph 97 of this Agreement in Principle.
- 22 The Crown and Te Rūnanga o Ngāti Whare each reserve the right to withdraw from this Agreement in Principle by giving written notice to the other party.
- 23 This Agreement in Principle is entered into on a without prejudice basis. It:
- a is non-binding and does not create legal relations; and
 - b cannot be used as evidence in any proceedings before, or presented to, the Courts, the Waitangi Tribunal and any other judicial body or tribunal (except as agreed between the parties).

- 24 The Terms of Negotiation between the Crown and Te Rūnanga o Ngāti Whare continue to apply to the negotiations except to the extent affected by this Agreement in Principle.
- 25 Key terms used in this document are defined in paragraph 102.

Historical Account, Crown Acknowledgements, and Crown Apology

- 26 The Historical Account, Crown Acknowledgements and Apology are fundamental to the settlement between the Crown and Ngāti Whare. The Deed of Settlement will contain an agreed Historical Account that will outline the historical relationship between the Crown and Ngāti Whare.
- 27 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 a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown will then offer an apology to Ngāti Whare in the Deed of Settlement for the acknowledged Crown breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 28 The headings for the Historical Account will be:
- a Ngāti Whare;
 - b War and Destruction 1864 – 1871;
 - c The Native Land Court and Crown purchasing;
 - d The Seddon Agreement and the Urewera District Native Reserve Act 1896;
 - e Ngāti Whare in the early 20th Century
 - f Implementation of the Urewera District Native Reserve Act
 - g Te Whaiti – Title Determination and Purchase;
 - h The Urewera Consolidation Scheme;
 - i Te Whaiti 1930s and 1940s;
 - j The Forest Service and the establishment of Minginui;
 - k Te Whaiti Nui-a-Toi; and
 - l The end of the Forest Service and handover of Minginui.
- 29 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.

Cultural Redress

Cultural Redress Overview

- 30 The Cultural Redress package is based on factors such as the nature and extent of claims, the redress sought by Te Rūnanga o Ngāti Whare and the instruments available to the Crown. Certain cultural redress instruments are designed to recognise the cultural, spiritual, historical and traditional interests of Ngāti Whare.
- 31 All items of cultural redress are subject to the following being resolved before a Deed of Settlement is signed:
- a the Crown confirming that any overlapping claim issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and
 - b any other conditions set out below relating to specific items of cultural redress.
- 32 The value of the cultural redress is not off-set against the Financial and Commercial Redress amount.

Tūwatawata and Te Whāititanga-o-te-awaawa-nui-a-Toi

- 33 The Deed of Settlement will provide for the Crown to acknowledge that Tūwatawata, as Ngāti Whare's principal maunga, and Te Whāiti-Nui-a-Toi Canyon, as being the home of the ancestral guardian, Hineruarangi, are sites of special significance to Ngāti Whare.
- 34 Following the signing of this Agreement in Principle, the Crown will explore further the concept of a tikanga-based symbolic treatment (such as by "implied" vesting and return or other alternative recognition) of these two sites for inclusion in the Deed of Settlement.

Whirinaki Co-Management

- 35 The Crown acknowledges the significance of the Whirinaki Forest Park to Ngāti Whare as kaitiaki (guardians). The Deed of Settlement and Settlement Legislation will provide for:
- a a joint Ngāti Whare/Crown governance function in relation to the Whirinaki Forest Park, by way of joint statutory approval by Ngāti Whare and the Bay of Plenty Conservation Board of a conservation management plan for that Park;
 - b a process whereby the Department of Conservation, along with Ngāti Whare and the Bay of Plenty Conservation Board, in consultation with stakeholders and the public, will develop the draft conservation management plan;
 - c the conservation management plan to:

- i provide detailed objectives for the management of the Whirinaki Forest Park (for example in relation to targeted management of wāhi tapu); and
 - ii determine the future direction of the Whirinaki Forest Park.
- 36 The Department of Conservation will continue to manage the Whirinaki Forest Park on a day-to-day basis and will be responsible for implementing the conservation management plan.
- 37 Following the signing of this Agreement in Principle, the Crown will explore whether discrete stewardship areas adjacent to the Whirinaki Forest Park could also be covered by the co-management arrangements identified in paragraph 35 above.

Project Whirinaki

- 38 The Crown also acknowledges the aspirations of Ngāti Whare to see the regeneration of the Whirinaki CFL to podocarp forest through Project Whirinaki, which is the regeneration scheme developed by Ngāti Whare.

Regeneration Land

- 39 The Deed of Settlement and the Settlement Legislation will provide for the fee simple estate of the Regeneration Land as set out in **Table 1** below to be vested in the Ngāti Whare Governance Entity on Settlement Date. The vesting will be subject to paragraph 40 below, the specific conditions and encumbrances noted in **Table 1**, and paragraphs 42 to 44 and 54 to 57 below.
- 40 The 640 hectares ("ha") of Regeneration Land set out in **Table 1** forms part of the CNI Forests Land and will be allocated from the Crown's share of the CNI Forests Land under the CNI Forests Land Collective Deed of Settlement, in accordance with the process set out in paragraph 10 of Schedule 3 to the CNI Trust Deed and Shareholders' Agreement.
- 41 Following the signing of this Agreement in Principle, the parties will further discuss the processes, for inclusion in the Deed of Settlement, that will apply to the vesting of the Regeneration Land in the Ngāti Whare Governance Entity upon the surrender of the Crown Forest Licence(s), and the subsequent vesting in the Trust as set out in paragraphs 42 to 44 below.

Table 1 – Regeneration Land

Site	Description	Specific conditions or encumbrances (Known at the time of the AIP)
Regeneration Land	Up to 640 ha within the Whirinaki CFL	<ul style="list-style-type: none"> · To be surveyed out of Whirinaki CFL using existing forestry compartments as boundary lines · Subject to process for redeeming the Crown agreed proportion in paragraph 10 of Schedule 3 to the CNI Trust Deed and Shareholders' Agreement · Transfer and any conditions subject to consultation with the Crown Forest Licensee regarding the existing Crown Forest Licence · Subject to a conservation covenant for regeneration purposes and continued public access · Return of the land will occur consistent with the terms of the Crown Forest Licence or Forestry Right

Establishment of Trust for Project Whirinaki

- 42 The Deed of Settlement and the Settlement Legislation will provide for the establishment of a Trust for the purpose of managing Project Whirinaki (including the Regeneration Land and proposals for regeneration of any areas that are agreed within the adjacent Whirinaki Forest Park), with the joint settlors being the Ngāti Whare Governance Entity and the Crown.
- 43 The Deed of Settlement and the Settlement Legislation will also provide for:
- a the Ngāti Whare Governance Entity to gift the Regeneration Land immediately upon it being vested in the Ngāti Whare Governance Entity to the Trust for regeneration purposes; and
 - b the Crown to provide to the Trust on Settlement Date up to \$1 million (and no less than the value of the accumulated rentals associated with the Regeneration Land) for the Trust to manage Project Whirinaki.
- 44 Until the Regeneration Land (in whole or in part) is surrendered from the Crown Forest Licence(s), any ongoing rental income derived from any part of the Regeneration Land that has not been surrendered, for the period from Settlement

Date to the transfer of the Regeneration Land to Ngāti Whare, will be directed to the Trust, subject to the CNI Forests Land Collective Deed of Settlement.

Cultural Redress Properties

- 45 The Deed of Settlement and the Settlement Legislation will provide for the following Cultural Redress Properties to be vested in the Ngāti Whare Governance Entity on Settlement Date:
- a Wāhi tapu sites situated within the Whirinaki CFL;
 - b Pā sites, which may be jointly vested in the Ngāti Whare Governance Entity and another claimant group; and
 - c Other wāhi tapu sites.

Wāhi tapu sites to be vested in Ngāti Whare

- 46 The Deed of Settlement and the Settlement Legislation will provide for the fee simple estate in the sites set out in **Table 2** below to be vested in the Ngāti Whare Governance Entity on Settlement Date, subject to paragraphs 47 below and the specific conditions and encumbrances noted in **Table 2** and in paragraphs 54 to 57 below.
- 47 Sites identified as being within the Whirinaki CFL described in **Table 2** are to be allocated from the Crown's share of the CNI Forests Land under the CNI Forests Land Collective Deed of Settlement, in accordance with the process set out in paragraph 10 of Schedule 3 to the CNI Trust Deed and Shareholders' Agreement, and are to be deducted from the total 640 ha to be transferred to the Ngāti Whare Governance Entity pursuant to paragraph 39.

Table 2 - Wāhi tapu sites to be vested in Ngāti Whare

Site	Description	Specific conditions or encumbrances (Known at the time of the AIP)
Pareranui	Up to 5 ha within the Whirinaki CFL	<ul style="list-style-type: none"> · To be surveyed out of the Whirinaki CFL as wāhi tapu · Subject to process for redeeming Crown agreed proportion in paragraph 10 of Schedule 3 to the CNI Trust Deed and Shareholders' Agreement · Transfer and any conditions subject to consultation with the Crown Forest Licensee regarding the existing Crown Forest Licence

Site	Description	Specific conditions or encumbrances (Known at the time of the AIP)
Waimurupūhā	Up to 5 ha within the Whirinaki CFL	<ul style="list-style-type: none"> · To be surveyed out of the Whirinaki CFL as wāhi tapu · Subject to process for redeeming the Crown agreed proportion in paragraph 10 of Schedule 3 to the CNI Trust Deed and Shareholders' Agreement · Transfer and any conditions subject to consultation with the Crown Forest Licensee regarding the existing Crown Forest Licence
Tauranga-o-Reti	Up to 5 ha within the Whirinaki CFL	<ul style="list-style-type: none"> · To be surveyed out of the Whirinaki CFL as wāhi tapu · Subject to process for redeeming Crown agreed proportion in paragraph 10 of Schedule 3 to the CNI Trust Deed and Shareholders' Agreement · Transfer and any conditions subject to consultation with the Crown Forest Licensee regarding the existing Crown Forest Licence
Te Teko	Up to 5 ha within the Whirinaki CFL	<ul style="list-style-type: none"> · To be surveyed out of the Whirinaki CFL as wāhi tapu · Subject to process for redeeming Crown agreed proportion in paragraph 10 of Schedule 3 to the CNI Trust Deed and Shareholders' Agreement · Transfer and any conditions subject to consultation with the Crown Forest Licensee regarding the existing Crown Forest Licence

Site	Description	Specific conditions or encumbrances (Known at the time of the AIP)
Mangamate Falls Site	Approximately 5.6 ha within the Whirinaki CFL	<ul style="list-style-type: none"> · Access arrangements and continued management of the site as a campground to be confirmed following the signing of the Agreement in Principle · To be surveyed out of the Whirinaki CFL as wāhi tapu · Subject to process for redeeming Crown agreed proportion in paragraph 10 of Schedule 3 to the CNI Trust Deed and Shareholders' Agreement · Transfer and any conditions subject to consultation with the Crown Forest Licensee regarding the existing Crown Forest Licence
Mangamate Kāinga Site	Up to 5 ha of land administered by the Department of Conservation within the Whirinaki Forest Park	<ul style="list-style-type: none"> · Subject to a conservation covenant to maintain conservation values and continued public access

Pā sites to be jointly-vested

- 48 Without limiting paragraph 54(i), the Crown notes that it considers joint ownership is, or may be, appropriate in relation to the pā sites described in **Table 3**.
- 49 The Crown offers to vest the sites described in **Table 3** in the joint ownership of Ngāti Whare and Ngāti Manawa, if both iwi wish to proceed on this basis and subject to the specific conditions and encumbrances noted in Table 3, paragraph 50 below and paragraphs 54 to 57.
- 50 Te Rake Pā Site is to be allocated from the Crown's share of the CNI Forests Land under the CNI Forests Land Collective Deed of Settlement, in accordance with the process set out in paragraph 10 of Schedule 3 to the CNI Trust Deed and Shareholder's Agreement but will not be deducted from the total 640 ha to be transferred to the Ngāti Whare Governance Entity pursuant to paragraph 39.

Table 3 - Pā sites to be jointly vested in Ngati Whare and Ngati Manawa

Site	Description	Specific conditions or encumbrances (Known at the time of the AIP)
Te Tāpiri Pā	Up to 2 ha of land administered by the Department of Conservation within the Whirinaki Forest Park	<ul style="list-style-type: none"> · Subject to a conservation covenant to maintain conservation values and continued public access
Okarea Pā	Up to 5ha of land administered by the Department of Conservation as the Oriuwaka Ecological Area as part of the Whirinaki Forest Park	<ul style="list-style-type: none"> · Subject to a conservation covenant to maintain conservation values · Subject to there being no ongoing public access to this site
Te Rake Pā	Up to 5 ha of land within Whirinaki CFL	<ul style="list-style-type: none"> · To be surveyed out of the Whirinaki CFL as wāhi tapu · Subject to process for redeeming Crown agreed proportion in paragraph 10 of Schedule 3 to the CNI Trust Deed and Shareholders' Agreement · Transfer and any conditions subject to consultation with the Crown Forest Licensee regarding the existing Crown Forest Licence

Other wāhi tapu sites

- 51 Subject to further investigation of the land status and location, the Crown offers to vest in the Ngāti Whare Governance Entity the site of significance, Te Takanga-a-Wharepakau.
- 52 If, after proper investigation, the vesting of Te Takanga-a-Wharepakau is deemed possible, any such vesting will be subject to any specific conditions and encumbrances (if necessary) including those noted in paragraphs 54 to 57.
- 53 In the event Te Takanga-a-Wharepakau is identified as being within the Whirinaki CFL, it will be allocated from the Crown's share of the CNI Forests Land under the CNI Forests Land Collective Deed of Settlement in accordance with the process set out in paragraph 10 of Schedule 3 to the CNI Trust Deed and Shareholder's Agreement, and will be deducted from the total 640 hectares to be transferred to the Ngāti Whare Governance Entity pursuant to paragraph 39.

Conditions for Cultural Redress Properties

- 54 The vesting of the Cultural Redress Properties is subject to (where relevant):
- a further identification and survey of sites;
 - b confirmation that no prior offer back or other third party right, such as those under the Public Works Act 1981, exists in relation to the site and that any other statutory provisions that must be complied with before the site can be transferred are complied with;
 - c any specific conditions or encumbrances included in Tables 1, 2, 3, 4 and 5;
 - d any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the site to be vested, either existing at the date the Deed of Settlement is signed, or which are advised in the disclosure information as being required to be created;
 - e the rights or obligations at the Settlement Date of third parties in relation to fixtures, structures or improvements;
 - f Part 4A of the Conservation Act 1987 and the creation of marginal strips, except as expressly provided;
 - g sections 10 and 11 of the Crown Minerals Act 1991;
 - h any other specific provisions relating to Cultural Redress Properties that are included in the Deed of Settlement;
 - i the Crown confirming the nature and extent of overlapping interests to the sites and being satisfied that these interests have been appropriately addressed; and
 - j the preservation of existing public access rights.
- 55 Unless otherwise specified in the Deed of Settlement, the Ngāti Whare Governance Entity will be responsible for the maintenance of the Cultural Redress Properties, including any future pest control (including flora and fauna), fencing, interpretation material, required biosecurity responses, and removal of refuse if required.
- 56 The Ngāti Whare Governance Entity will also be responsible for any rates that become payable after vesting of the Cultural Redress Properties in the Ngāti Whare Governance Entity.
- 57 Following the signing of this Agreement in Principle, the Crown will prepare disclosure information in relation to each site and will provide such information to Te Rūnanga o Ngāti Whare. If any sites are unavailable for transfer for any of the reasons given in paragraph 54 above, the Crown has no obligation to substitute such sites with other sites.

LINZ wahi tapu sites to be returned to Ngāti Whare

- 58 In 1990 the Crown agreed to return the sites identified in Table 4 below to Ngāti Whare, and the site identified in Table 5 to Ngāti Whare and Ngāti Manawa. These wāhi tapu sites, currently owned by LINZ, will be returned through the Deed of Settlement or in parallel with the settlement process. For the avoidance of doubt, these sites do not constitute Cultural Redress.
- 59 Following the Agreement in Principle, the Crown and Ngāti Whare will discuss and clarify a number of matters concerning the sites referred to in **Tables 4 and 5** including the mechanism for returning the sites, legal descriptions and boundaries, any conditions or statutory processes that will apply to the transfer, any relevant encumbrances on the land and the potential for the restoration of the sites.

Table 4 - LINZ wāhi tapu sites to be returned to Ngāti Whare

Site	Description	Specific conditions or encumbrances (Known at the time of this AIP)
Matuatahi Pā	0.8778 ha of land administered by LINZ within the Whirinaki CFL known as Te Whāiti 1B on ML 22094	To be confirmed following the signing of the Agreement in Principle
Otutakahiao	0.2171 ha of land administered by LINZ within the Whirinaki CFL known as Whirinaki No.2 Sec 2L on ML 22093	To be confirmed following the signing of the Agreement in Principle
Wekanui Kāinga	5.8468 ha of land administered by LINZ within the Whirinaki CFL known as Te Whāiti 1A on ML 22094	To be confirmed following the signing of the Agreement in Principle
Otahi Kāinga	2.1535 ha of land administered by LINZ within the Whirinaki CFL known as Te Whāiti 1D on ML 22094	To be confirmed following the signing of the Agreement in Principle
Te Pukemohoa Kāinga	1.0882 ha of land administered by LINZ within the Whirinaki CFL known as Te Whāiti 1C on ML 22094	To be confirmed following the signing of the Agreement in Principle

Table 5 - LINZ wāhi tapu sites to be returned jointly to Ngāti Whare and Ngāti Manawa

Site	Description	Specific conditions or encumbrances (Known at the time of this AIP)
Hinamoki Pā	1.0882 ha of land administered by LINZ within the Whirinaki CFL known as Whirinaki No. 1 Sec 3A on ML 22092	<ul style="list-style-type: none"> · To be confirmed following the signing of the Agreement in Principle · Joint vesting, in fee simple, with Ngāti Manawa in accordance with paragraphs 54 to 57.

Te Whāiti Court House

- 60 The Crown acknowledges the historical significance of Te Whāiti Court House to Ngāti Whare. The Deed of Settlement will provide that on Settlement Date, the Crown will provide to the Ngāti Whare Governance Entity \$200,000 to assist with the restoration of Te Whāiti Court House.
- 61 In addition, the Deed of Settlement will record that the Minister for Treaty of Waitangi Negotiations will write to the Historic Places Trust inviting the Historic Places Trust to establish an ongoing relationship with Ngāti Whare.

Statutory Acknowledgements

- 62 The Deed of Settlement and the Settlement Legislation will provide for statutory acknowledgements to be made in relation to the following areas:
- a the whole of Whirinaki Forest Park;
 - b specified and discrete areas of Te Urewera National Park on the eastern boundary of the Area of Interest, such as by recognition of the following maunga – Paewhakataratara, Otairi, Māpouriki and Maungataniwha – and associated pā and wāhi tapu; and
 - c the Whirinaki River and its tributaries.
- 63 The river statutory acknowledgement will be non-exclusive and relate only to the Crown-owned portions of the riverbeds.
- 64 Statutory acknowledgements provide for the Crown to acknowledge in the Settlement Legislation a statement by Ngāti Whare of their cultural, spiritual, historical and traditional association with a particular area. They further provide for:
- a relevant consent authorities, the New Zealand Historic Places Trust and the Environment Court to have regard to the statutory acknowledgements for certain purposes;
 - b relevant consent authorities to forward to the Ngāti Whare Governance Entity summaries of resource consent applications for activities within,

- adjacent to, or impacting directly on, the area in relation to which a statutory acknowledgement has been made; and
- c the Ngāti Whare Governance Entity and any member of Ngāti Whare to cite to consent authorities, the New Zealand Historic Places Trust and the Environment Court the statutory acknowledgement as evidence of the association of Ngāti Whare with the area in relation to which the statutory acknowledgement has been made.
- 65 The statutory acknowledgement provided to the Ngāti Whare Governance Entity will, in substance, be provided on similar terms to those provided in previous Treaty settlements. In particular, the statutory acknowledgements:
- a will not affect the lawful rights or interests of a person who is not a party to the Deed of Settlement;
 - b will not prevent the Crown from providing a statutory acknowledgement to persons other than Ngāti Whare or the Ngāti Whare Governance Entity with respect to the same area; and
 - c in relation to waterways, will not cover:
 - i a part of the bed of the waterway that is not owned by the Crown; or
 - ii land that the waters of the waterway do not cover at its fullest flow without overlapping its banks; or
 - iii an artificial watercourse; or
 - iv unless stated otherwise, a tributary flowing into the waterway.

Deeds of Recognition

- 66 The Deed of Settlement and the Settlement Legislation will provide for the Crown and the Ngāti Whare Governance Entity to enter into a deed of recognition over specified and discrete areas of Te Urewera National Park on the eastern boundary of the Area of Interest, such as by recognition of the following maunga – Paewhakataratara, Otairi, Māpouriki and Maungataniwha and associated pā and wāhi tapu.
- 67 Deeds of recognition provide for the Ngāti Whare Governance Entity to be consulted on matters specified in the deed of recognition, and for regard to be had to its views.
- 68 The deed of recognition to be provided to Ngāti Whare will, in substance, be provided on similar terms to those provided in previous Treaty settlements, and will not prevent the Crown from entering into a deed of recognition with persons other than Ngāti Whare or the Ngāti Whare Governance Entity with respect to the same area, to the extent that such other deed is consistent with the deed of recognition to be provided to Ngāti Whare.

River-Related Redress

Rangitaikī River

- 69 The Agreement in Principle between the Crown and Ngāti Manawa dated 18 September 2008, outlines the Crown's commitment "to working with Ngāti Manawa to achieve a solution in relation to the Rangitaikī River comparable to those agreed in relation to the Waikato River and its catchments, subject to the active and willing participation of other iwi, relevant central government agencies and local authorities, and any other relevant groups with interests in the Rangitaikī River."
- 70 In the event that the Crown offers to Ngāti Manawa redress in the form indicated in paragraph 69 in relation to the Rangitaikī River, then the Crown will provide through the Deed of Settlement an equivalent role for Ngāti Whare (along with other iwi with interests in the Rangitaikī River) as part of any river management arrangement for the Rangitaikī River developed through the Ngāti Manawa settlement.
- 71 The achievement of any such arrangement is subject to the willing participation of iwi, relevant central government agencies, local government, and any other relevant groups with interests in the Rangitaikī River.

New Official Geographical Names

- 72 The Crown and Ngāti Whare will explore, for inclusion in the Deed of Settlement, altering the following place names of significance to Ngāti Whare, in consultation with the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa and in accordance with the processes and conventions of the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa:
- a Te Taupiri to Te Tāpiri; and
 - b Arahaki Lagoon to Arohaki Lagoon.

Accords/Protocols

- 73 An accord/protocol is a statement issued by a Minister of the Crown setting out how a particular government agency intends to:
- a exercise its functions, powers and duties in relation to specified matters within its control in the claimant group's protocol area; and
 - b consult and interact with the claimant group on a continuing basis and enable that group to have input into its decision-making processes.
- 74 The Deed of Settlement and the Settlement Legislation will provide for the Minister of Conservation to issue an accord/protocol to the Ngāti Whare Governance Entity.
- 75 In addition, following the signing of this Agreement in Principle, Ngāti Whare and the Crown will explore, for inclusion in the Deed of Settlement and the Settlement

Legislation, a multi-agency accord/protocol (or individual department protocols) with the following Ministers:

- a the Minister for Arts, Culture and Heritage;
- b the Minister of Fisheries.

76 Following the signing of this Agreement in Principle, the content of the accords/protocols will be drafted and agreed between the parties for inclusion in the Deed of Settlement. The accords/protocols will be, in substance, on the same terms as protocols provided in previous Treaty settlements. All accords/protocols will be developed to comply with the applicable legislation. In each case, the accord/protocol areas will be a defined area (to be agreed between the parties) within the Area of Interest. The matters that each of the accords/protocols may cover are set out below.

Conservation Accord/Protocol

77 The Conservation Accord/Protocol may cover matters such as:

- a input into business planning (subject to the consideration of other priorities);
- b access to, and the use of, cultural materials gathered from public conservation land for cultural purposes;
- c the management of cultural and historic heritage sites, including wāhi tapu and wāhi taonga, and other places of historical and cultural significance to Ngāti Whare on public conservation land;
- d visitor and public information, in particular, opportunities for input into visitor appreciation;
- e input by the Ngāti Whare Governance Entity into the Department of Conservation's species management work;
- f co-operation on freshwater fisheries;
- g co-operation on advocacy under the Resource Management Act 1991 particularly in relation to the protection and restoration of wetlands;
- h consultation with the Ngāti Whare Governance Entity on conditions for protection of wāhi tapu and taonga when concession applications are being considered;
- i participation by the Ngāti Whare Governance Entity in any name changes instituted by the Department of Conservation;
- j identification of special projects by the Ngāti Whare Governance Entity for inclusion in the Department's business planning process; and
- k confidentiality mechanisms for the protection of culturally sensitive information.

78 The Conservation Accord/Protocol may also cover matters such as:

- a operational management of the Whirinaki Forest Park;
- b regeneration of outer areas of the Whirinaki Forest Park through pest control; and
- c information sharing, work planning, research planning, contracting for services, education of staff, and promoting public awareness.

Taonga Tūturu Accord/Protocol

- 79 The Taonga Tūturu Accord/Protocol may cover matters such as:
- a newly found taonga tūturu;
 - b the export of taonga tūturu; and
 - c the Protected Objects Act 1975 and any amendment or substitution thereof.

Fisheries Accord/Protocol

- 80 The Fisheries Accord/Protocol may cover matters such as:
- a recognition of the interests of Ngāti Whare in taonga fish species and aquatic life;
 - b development of sustainability measures, fisheries regulations and fisheries plans;
 - c management of customary non-commercial fisheries;
 - d consideration of the prohibition of particular fishing methods or temporary closures;
 - e research planning;
 - f consultation on the Ministry of Fisheries annual business plan;
 - g consultation on contracting for services; and
 - h where relevant and appropriate, consultation on employment of staff with non-commercial fisheries responsibilities.

Relationship Agreement with the Ministry for the Environment

- 81 The Deed of Settlement will provide that, following the Settlement Date, the Ministry for the Environment will meet with the Ngāti Whare Governance Entity annually (or as otherwise mutually agreed), to discuss the performance of local government in implementing the Te Tiriti o Waitangi/the Treaty of Waitangi provisions of the Resource Management Act 1991 and other resource management issues within the Area of Interest.

Ministerial Letter to the Minister of Māori Affairs

- 82 The Deed of Settlement will record that the Minister for Treaty of Waitangi Negotiations will write to the Minister of Māori Affairs encouraging him and Te

Puni Kōkiri to continue working with Ngāti Whare on specific projects in respect of Minginui Forest Village.

Promotion of Relationship with Local Authorities

83 The Deed of Settlement will record that the Minister for Treaty of Waitangi Negotiations will write to the following local authorities encouraging them to enhance their relationship with Ngāti Whare by, for example, entering into a memorandum of understanding (or a similar document) with the Ngāti Whare Governance Entity in relation to the interaction between the Council and the Ngāti Whare Governance Entity:

- a Rotorua District Council;
- b Whakatāne District Council; and
- c Environment Bay of Plenty.

Letters of Introduction

84 Separate from the Deed of Settlement, the Minister for Treaty of Waitangi Negotiations will write letters of introduction to the entities listed below, encouraging those entities to enter into a formal relationship with Ngāti Whare (for example through a memorandum of understanding):

- a the Eastern Fish & Game Council;
- b the Hawke's Bay Fish & Game Council; and
- c the Animal Health Board.

Other Issues

Claimant Definition

- 85 The Deed of Settlement will specify who is covered by the settlement, that is, whose claims are being settled and therefore who can benefit from the settlement.
- 86 The detail of the definition of Ngāti Whare will be developed further over the course of the negotiations for inclusion in the Deed of Settlement, will use a format similar to that used for recent Treaty settlements and will cover those persons who:
- a descend from the eponymous ancestor Wharepakau; and
 - b are a member of any Ngāti Whare hapū or whānau including Ngāti Tuahiwi, Ngāti Te Au, Ngāti Whare ki Ngā Potiki, Ngāti Te Karaha, Ngāti Mahanga, Ngāti Kohiwi, Ngāti Hamua ki Te Whāiti; and Warahoe ki Te Whāiti.
- 87 The Deed of Settlement will also define key terms within this definition.

Scope of Settlement

- 88 The Crown and Ngāti Whare agree that this settlement provides cultural redress in addition to the 'on-account' financial redress to be provided to Ngāti Whare through the CNI Forests Land Collective Deed of Settlement.
- 89 The Deed of Settlement will settle all the Historical Claims of Ngāti Whare. **Historical Claims** means every claim made by Ngāti Whare (in accordance with the definition to be developed in accordance with paragraph 86 above) or by a representative entity of Ngāti Whare:
- wherever the claim occurs, including any claims relating to matters outside the Area of Interest;
 - whether or not the claim has arisen or been considered, researched, registered, or notified;
 - whenever the claim is made (either before, on, or after Settlement Date):
- that:
- a is founded on a right arising from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles, under legislation, at common law (including aboriginal title or customary law), from a fiduciary duty or 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 any legislation; and

- c accordingly includes (without limiting the general wording of paragraphs 89(a) and 89(b)):
 - i every claim to the Waitangi Tribunal that relates specifically to Ngāti Whare, including:
 - A Wai 66;
 - B Wai 212;
 - C Wai 350;
 - D Wai 439;
 - E Wai 724;
 - F Wai 725;
 - G Wai 791; and
 - H Wai 1038;
 - ii all other claims to the Waitangi Tribunal, insofar as they relate to Ngāti Whare, including all claims, insofar as they relate to Ngāti Whare, that were subject of findings and recommendations by the Waitangi Tribunal in the Te Ika Whenua Energy Assets Report 1993 and Te Ika Whenua Rivers Report 1998.

90 The definition of **Historical Claims** does not include:

- a any claim that a member of Ngāti Whare, or a whānau, hapū or group referred to in paragraph 86 may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not an ancestor of Ngāti Whare hapū; and
- b any claim that a representative entity may have to the extent that such claim is, or is based on, a claim referred to in paragraph 90(a).

91 The format for the definition of Historical Claims will be discussed in the process of finalising the Deed of Settlement and will use a format similar to that used for recent Treaty settlements.

Proposed Terms of the Deed of Settlement

Acknowledgements concerning the settlement and the redress

92 The Crown and Ngāti Whare will acknowledge in the Deed of Settlement that:

- a the negotiations resulting in this Deed of Settlement have been conducted in good faith and in the spirit of co-operation and compromise;
- b it is not possible to:
 - i assess fully the loss and prejudice suffered by Ngāti Whare as a result of the events on which the Historical Claims are based; or

- ii compensate Ngāti Whare fully for all the loss and prejudice suffered;
- c the foregoing of full compensation and the redress contained in this Deed of Settlement is intended by Ngāti Whare to be for the benefit of all New Zealanders;
- d taking all matters into consideration (some of which are specified in this paragraph) the settlement is fair in the circumstances;
- e each party has acted honourably and reasonably in respect to the settlement; and
- f the settlement is intended to enhance the ongoing relationship between the Crown and Ngāti Whare (both in terms of Te Tiriti o Waitangi/the Treaty of Waitangi and otherwise).

Acknowledgements concerning the settlement and its finality

- 93 Ngāti Whare and the Crown will acknowledge (amongst other things) in the Deed of Settlement that the settlement of the Historical Claims:
- a will prevent any member of Ngāti Whare (or any representative entity of Ngāti Whare) from pursuing claims against the Crown (including claims based on Te Tiriti o Waitangi/the Treaty of Waitangi or its principles, or based on legislation, common law (including aboriginal title or customary law), a fiduciary duty or otherwise) if such claims come within the definition of Historical Claims;
 - b except as expressly provided in the Deed of Settlement, will not limit any rights or powers the Crown or Ngāti Whare might have arising from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles, legislation, common law (including aboriginal title and customary law), fiduciary duty or otherwise;
 - c does not extinguish any aboriginal title, or customary rights, that Ngāti Whare may have;
 - d does not imply an acknowledgement by the Crown that aboriginal title, or any customary rights, exist; and
 - e is not intended to affect any actions or decisions under:
 - i the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Maori fishing claims;
 - ii the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;
 - iii the Fisheries Act 1996;
 - iv the Maori Fisheries Act 2004; or
 - v the Maori Commercial Aquaculture Claims Settlement Act 2004.

- 94 Ngāti Whare will acknowledge and agree (amongst other things) in the Deed of Settlement, and the Settlement Legislation will provide that, with effect from the Settlement Date:
- a the Historical Claims are settled;
 - b the settlement of the Historical Claims is final;
 - c the Crown is released and discharged from any obligations, liabilities and duties in respect of the Historical Claims;
 - d 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:
 - i the Historical Claims;
 - ii the Deed of Settlement;
 - iii the redress provided to Ngāti Whare and the Ngāti Whare Governance Entity in the settlement; and
 - iv the Settlement Legislation,
(except in respect of the interpretation and enforcement of the Deed of Settlement and the Settlement Legislation); and
 - e any proceedings in relation to the Historical Claims will be discontinued.
- 95 The Deed of Settlement will provide for Ngāti Whare to acknowledge and agree the following:
- a it is intended that the settlement is for the benefit of Ngāti Whare and may be for the benefit of particular individuals or any particular iwi, hapū, or group of individuals as is determined appropriate between Te Rūnanga o Ngāti Whare and the Crown; and
 - b the settlement is binding on Ngāti Whare and the Ngāti Whare Governance Entity (and any representative entity of Ngāti Whare).

Removal of statutory protections and termination of landbanking arrangements

- 96 The Deed of Settlement will provide for Ngāti Whare acknowledging and agreeing the following:
- a the Settlement Legislation will provide that the following legislation does not apply to the Cultural Redress Properties, namely:
 - i Sections 8A-8HJ of the Treaty of Waitangi Act 1975;
 - ii Sections 27A to 27C of the State Owned Enterprises Act 1986;
 - iii Sections 211 to 213 of the Education Act 1989;
 - iv Part III of the Crown Forests Assets Act 1989; and

- v Part III of the New Zealand Railways Corporation Restructuring Act 1990;
- b the Settlement Legislation will provide for the removal of all resumptive memorials from the Cultural Redress Properties;
- c the landbank arrangements in relation to Ngāti Whare will cease;
- d that neither Ngāti Whare nor any representative entity of Ngāti Whare have, from the Settlement Date, the benefit of the legislation referred to in paragraph 96(a) above in relation to land outside the Area of Interest; and
- e that neither Ngāti Whare nor any representative entity of Ngāti Whare will object to the removal by legislation of the application of the legislation referred to in paragraph 96(a) above in relation to any land outside the Area of Interest, or to the removal of memorials with respect to such land.

Conditions

97 The Deed of Settlement will be subject to the following conditions:

Overlapping Interests

- a the Crown confirming that overlapping interests from other tribal groups in relation to any part of the settlement redress have been addressed to the satisfaction of the Crown in respect of that item of redress;

Cabinet agreement

- b Cabinet agreeing to the settlement and the redress to be provided to Ngāti Whare;

Ratification

- c Te Rūnanga o Ngāti Whare obtaining, before the Deed of Settlement is signed, a mandate from the members of Ngāti Whare (through a process agreed by Te Rūnanga o Ngāti Whare and the Crown) authorising them to:
 - i enter into the Deed of Settlement on behalf of Ngāti Whare; and
 - ii in particular, settle the Historical Claims on the terms provided in the Deed of Settlement;

Ngāti Whare Governance Entity

- d the establishment of an entity (the “Ngāti Whare Governance Entity”), prior to the introduction of Settlement Legislation that the Crown is satisfied:
 - i is an appropriate entity to which the Crown will provide the settlement redress;
 - ii has a structure that provides for:
 - A representation of Ngāti Whare;

- B transparent decision-making and dispute resolution processes;
and
- C full accountability to Ngāti Whare; and
- iii has been ratified by the members of Ngāti Whare (through a process agreed by Te Rūnanga o Ngāti Whare and the Crown) as an appropriate entity to receive the settlement redress; and
- e the Ngāti Whare Governance Entity signing a Deed of Covenant to provide for it, among other things, to be bound by the terms of the Deed of Settlement.

Settlement Legislation

- 98 This Agreement in Principle and the Deed of Settlement will be subject to:
- a the passing of Settlement Legislation to give effect to parts of the settlement and;
 - b Ngāti Whare supporting the passage of Settlement Legislation.
- 99 The Crown will propose Settlement Legislation for introduction into the House of Representatives only after the Ngāti Whare Governance Entity has been established and ratified and has signed the Deed of Covenant identified in paragraph 97(e).
- 100 The Crown will ensure that Te Rūnanga o Ngāti Whare or the Ngāti Whare Governance Entity has appropriate participation in the process of drafting the Settlement Legislation and such drafting will commence once the Deed of Settlement has been signed.

Taxation

- 101 The Deed of Settlement will also include the following taxation matters:
- a subject to obtaining the consent of the Minister of Finance, the Ngāti Whare Governance Entity will be indemnified by the Crown against income tax, GST and gift duty arising from the transfer of Cultural Redress by the Crown to the Ngāti Whare Governance Entity; and
 - b neither the Ngāti Whare Governance Entity nor any other person shall claim a GST input credit or tax deduction in respect of any Cultural Redress provided by the Crown to the Ngāti Whare Governance Entity.

Definitions

- 102 Key terms used in this Agreement in Principle are defined as follows:

Area of Interest means the area shown in **Attachment 1**.

CNI Forests Land Collective Deed of Settlement means the Deed of Settlement signed by the Crown and the CNI (Central North Island) Forests Iwi Collective on 25 June 2008.

CNI Forests Land has the meaning given to it in clause 13.3 of the CNI Forests Land Collective Deed of Settlement.

Crown means:

- a the Sovereign in right of New Zealand; and
- b includes all Ministers of the Crown and all Departments; but
- c does not include:
 - i an Office of Parliament;
 - ii a Crown Entity; or
 - iii a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

Cultural Redress means the redress offered for the settlement of the Historical Claims as set out in paragraphs 30 to 84.

Cultural Redress Properties means those properties referred to in Tables 1, 2 and 3 and also shown in Attachment 2.

Deed of Settlement means the deed of settlement to be entered into between the Crown and Ngāti Whare in accordance with paragraph 21.

Ngāti Whare Governance Entity means an entity established in accordance with paragraph 97(d).

Historical Claims has the meaning set out in paragraphs 89 and 90.

Ngāti Whare means the collective group, and groups and individuals, to be defined in the Deed of Settlement in accordance with paragraph 86.

Project Whirinaki means the project aimed at regenerating the Regeneration Land within the Whirinaki CFL to podocarp forest and to be managed by a joint Crown/Ngāti Whare trust detailed in paragraphs 38 to 44.

Regeneration Land means the land detailed in Table 1.

Settlement Date means the date that is 20 business days after the date the Settlement Legislation comes into force, being the date on which the settlement redress is to be transferred to the Ngāti Whare Governance Entity.

Settlement Legislation means the Bill or Act, if the Bill is passed, to give effect to the Deed of Settlement.

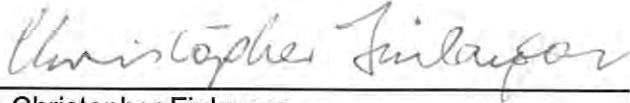
Te Rūnanga o Ngāti Whare means the trust (formerly called Te Rūnanga o Ngāti Whare Iwi Trust) established by deed of trust dated 14 February 1999 and presently constituted by an amended deed of trust dated 13 December 2008,

which is the mandated body recognised to represent Ngāti Whare in negotiations with the Crown.

Whirinaki CFL means that part of the CNI Forests Land shown on Overview Map B in **Attachment 3**.

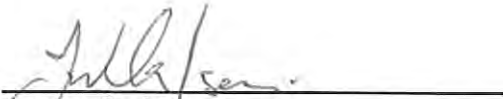
SIGNED this 19th day of June 2009

For and on behalf of the Crown:

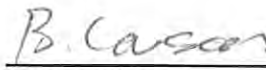


Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

For and on behalf of Te Rūnanga o Ngāti Whare:



James Carlson
Chairman, Te Rūnanga o Ngāti Whare



Bronco Carson
Trustee, Te Rūnanga o Ngāti Whare



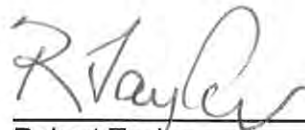
Kohiti Kohiti
Trustee, Te Rūnanga o Ngāti Whare



Lena Brew
Trustee, Te Rūnanga o Ngāti Whare



Pene Olsen
Trustee, Te Rūnanga o Ngāti Whare



Robert Taylor
Trustee, Te Rūnanga o Ngāti Whare

Roberta Rickard

Roberta Rickard
Trustee, Te Rūnanga o Ngāti Whare

WITNESSES:

[Handwritten signature]

Makarena Nelson

Hirana Martin

Golly Martin

El Merson

Wakely Matkura

A. Lohani

J.H. Meroid

J. Kehi Taitapaneni

Katerina Mereru Mason

Telamshaene Merout

James Gary Goldsmith

Eddie Paea Hemea

WITNESSES (Continued)

Tahi Margaret Brown
Eruera Nikora (Whakamui)

Mālini Waini Nikora

Meiq Kemp

Uma Kalaran

TE ATA KOUORINGI KOTITI TAWARA

Drew

Parekura Lamopo

Jakobu Ota

C. King

H. King

allo Matkiana

David Taispa

C. Macmillan

Deanne Whanau

Jara Michana (Ranga)

Sarah Araroa

H. King

J. King

H. King

H. King

Phyllis Martin

WITNESSES (Continued)

Jessie Atiria Mc Mahan
Josephine Taylor. La.

~~Indira Gledhill~~

Ina Kerepe Eketone

Maria Araroa.

W. A. Eketone.

Cathryn Olsen-Ede.

Rankine Kerohanga

Donn & Bailey-Belle Hansen.

Haruru Imoti

Jane Rura

~~John Mann~~

John Mann

Nathan Oltman

~~Henry~~

Mrs Cora McDonald

Hewana Craen Wanner

Timotei Pusena

Janie Carlson

WITNESSES (Continued)

Teare.

Sakahiwai Mingi Tekeuera

Kawarima Te Kura Ruatohuna.

Waeati Heiwahe Ngaputahi
Ihivana Iatana Paerahi Ruatohuna
Bonnie Rurehe "

Mangeminter Heangi Biale "

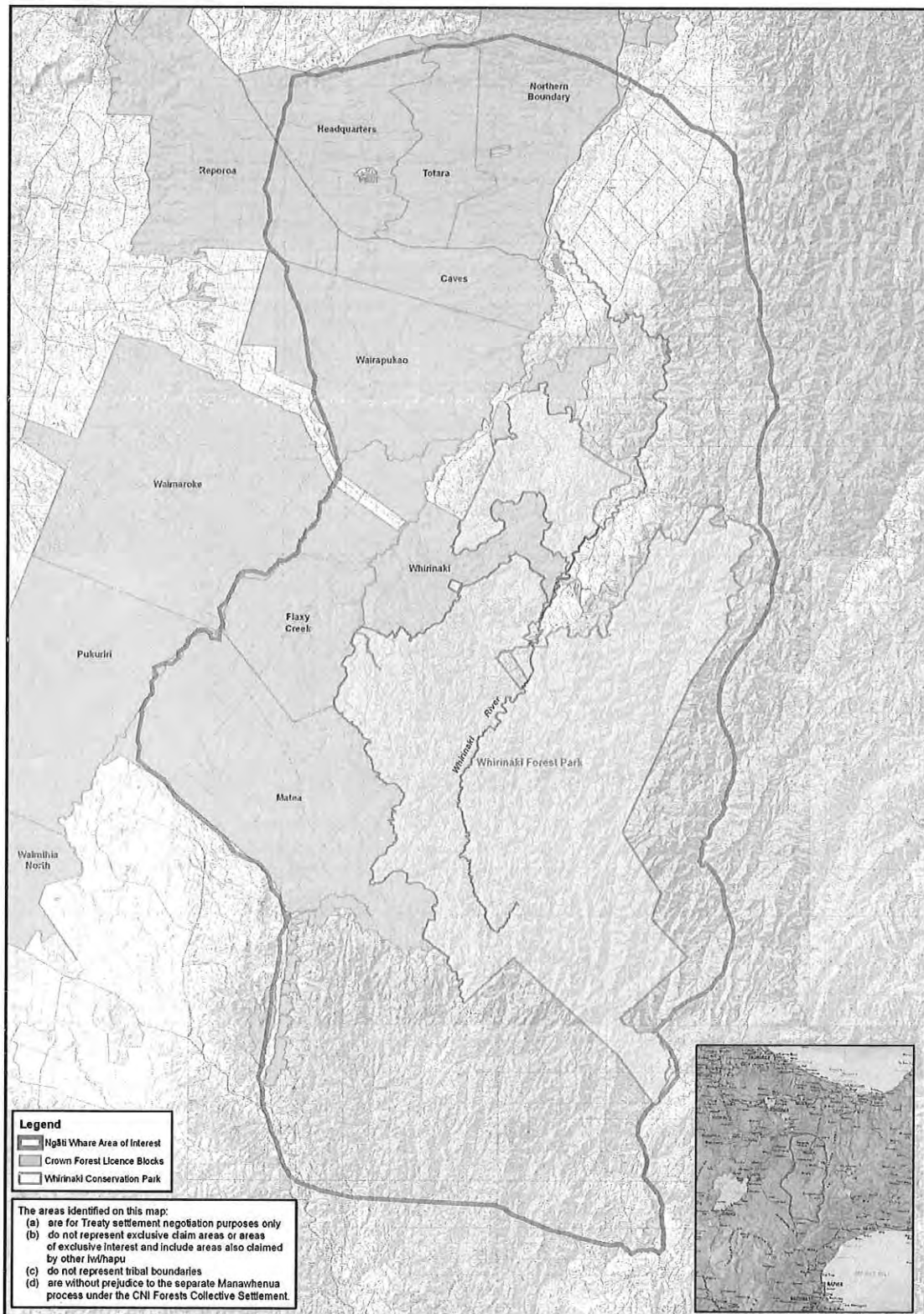
Ruahine Rangiora Te Ane. Ruatohuna.

Jayson Matekuare-Araoa
Menu Ripia (Ruatohuna)
Raewyn Te Waiemana Araoa (Kohiti)
Christine Fairlie (Taylor).

Toia Rurehe.

Attachment 1

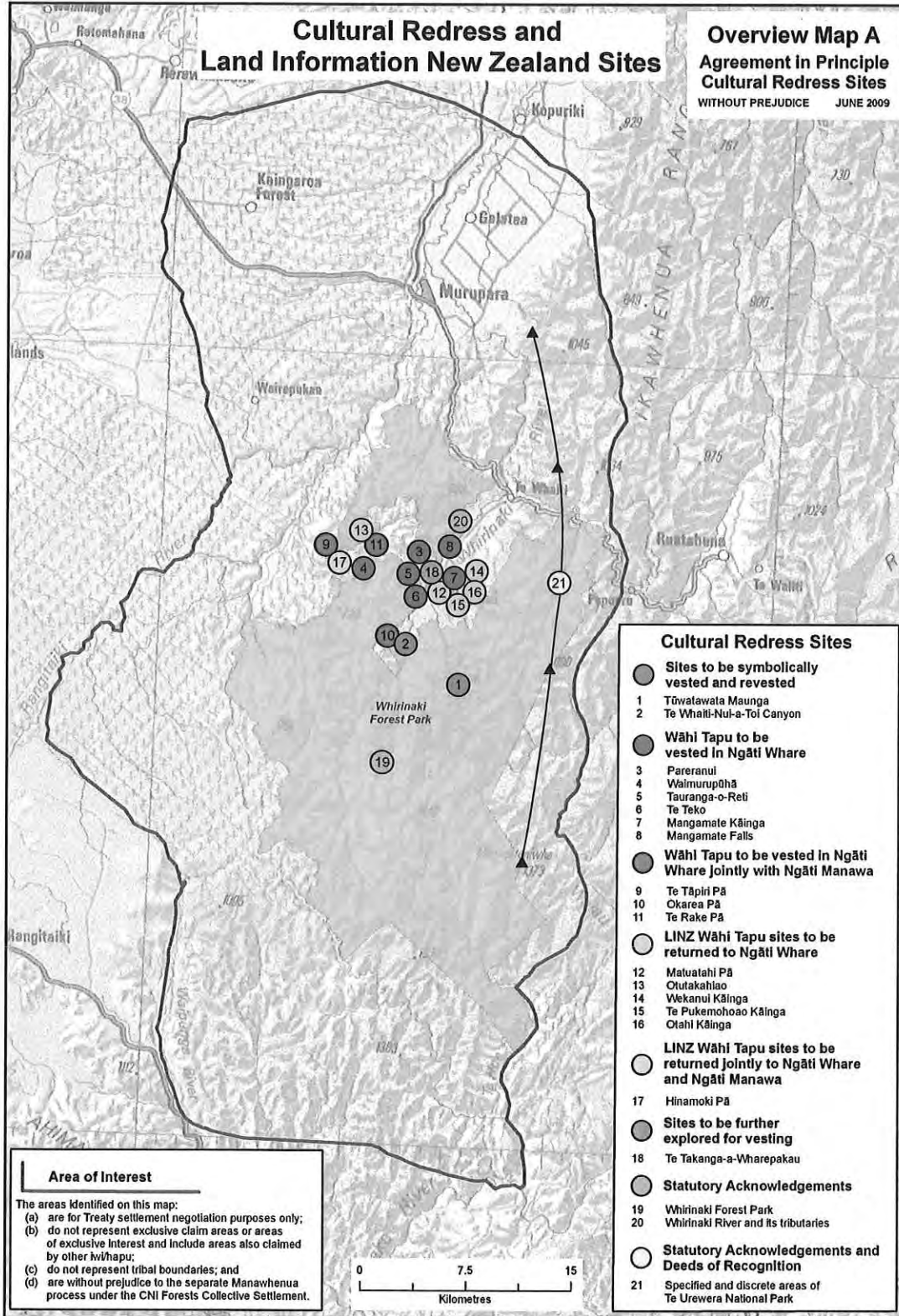
Area of Interest



Ngāti Whare Area of Interest

Attachment 2

Overview Map A (Cultural Redress and Land Information New Zealand Sites)



Attachment 3

Overview Map B (Whirinaki CFL Land)

