

Tapuika Iwi Authority Trust

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, the Tapuika Iwi Authority Trust signed joint terms of negotiation with the Crown (along with Ngāti Rangiwewehi) in which the parties agreed the scope, objectives, and general procedures for the negotiations.
- 1.2 The Crown recognised the mandate of the Tapuika Iwi Authority Trust on 30 October 2008 to negotiate the settlement of Tapuika 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 the Tapuika Iwi Authority Trust 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 The Tapuika Iwi Authority Trust have –
 - 1.6.1 approved this agreement in principle; and
 - 1.6.2 agreed to sign it along with their authorised mandated negotiators.

2 AGREEMENT IN PRINCIPLE

- 2.1 The Tapuika Iwi Authority Trust 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 the Tapuika Iwi Authority Trust, the governance entity, and the Crown.
- 2.2 Tapuika, Ngāti Rangiwewehi and Ngāti Rangiteaorere are negotiating under the banner of Ngā 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 Tapuika 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 The Tapuika Iwi Authority Trust and the Crown have commenced work on the historical account. The agreed headings are set out in schedule 2.
- 3.3 The Tapuika Iwi Authority Trust 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 Tapuika 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 Tapuika, 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 the Tapuika Iwi Authority Trust 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

Overlay classification

- 5.1 The deed of settlement is to provide for the settlement legislation to -
 - 5.1.1 declare the site described in schedule 5 as an overlay classification site as subject to an overlay classification; and
 - 5.1.2 provide the Crown's acknowledgement of a statement of the values of Tapuika in relation to the site; and
 - 5.1.3 require the New Zealand Conservation Authority, or a conservation board, -
 - (a) when considering general policy, or a conservation document, in relation to the site, to have particular regard to –
 - (i) the statement of the values of Tapuika; and
 - (ii) the protection principles agreed by the parties; and
 - (b) before approving general policy, or a conservation document, in relation to the site to –
 - (i) consult with the governance entity; and
 - (ii) have particular regard to its views as to the effect of the policy or the document on the values of Tapuika and the protection principles; and
 - 5.1.4 require the Director-General of Conservation to take action in relation to the protection principles; and
 - 5.1.5 enable the making of regulations and bylaws in relation to the site.

Statutory acknowledgements

- 5.2 The deed of settlement is to provide for the settlement legislation to –
 - 5.2.1 provide the Crown's acknowledgement of the statements by Tapuika of the particular cultural, spiritual, historical, and traditional association Tapuika 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

- 5.2.2 require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement; and
- 5.2.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area; and
- 5.2.4 enable the governance entity, and any member of Tapuika, to cite the statutory acknowledgement as evidence of the association Tapuika has with a statutory area.

Deeds of recognition

- 5.3 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.
- 5.4 The deeds of recognition will relate to the statutory areas, to the extent those areas are owned and managed by the Crown.
- 5.5 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 -
 - 5.5.1 consult the governance entity; and
 - 5.5.2 have regard to its views concerning the association Tapuika has with the statutory area as described in a statement of association.

Protocols

- 5.6 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.
- 5.7 A protocol will provide for the Crown's interaction with the governance entity in relation to specified matters.

Ministry of Fisheries Letter of Recognition

- 5.8 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

- 5.9 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

- 5.10 The deed of settlement is to provide for the settlement legislation to –
- 5.10.1 assign to the geographic features identified in the deed, the geographic names specified in schedule 5 as potential new geographic names, that the parties agree to; and
 - 5.10.2 alter the existing geographic names identified in the deed to the potential new geographic names specified in schedule 5, if the parties agree.

Enhancing cultural presence

- 5.11 The deed of settlement is to provide that the Crown will pay the governance entity on the settlement date a sum to assist Tapuika to enhance their cultural presence in a specific area. This is set out in schedule 5.

Potential cultural redress properties

- 5.12 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.
- 5.13 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.
- 5.14 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 Tapuika and the Ngāti Rangiwewehi governance entities in recognition of their shared interests in the property. This property is listed in schedule 5.

Cultural redress: non-exclusive

- 5.15 The Crown may do anything that is consistent with the cultural redress contemplated by this agreement in principle. Where cultural redress is not exclusive, the Crown can enter into, and give effect to, another settlement that provides for the same or similar cultural redress.
- 5.16 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 the Tapuika Iwi Authority Trust.

Memorandum of Understanding

- 5.17 The Tapuika Iwi Authority Trust and the Rotorua District Council entered into an interim memorandum of understanding on 4 November 2010. This is set out in schedule 6.
- 5.18 Once the governance entity has been formed, the governance entity and the Rotorua District Council will sign the final memorandum of understanding.

Ongoing work

- 5.19 The Crown agrees to continue work on a number of matters of importance to Tapuika between the signing of the agreement in principle and the initialling of the deed of settlement. These matters are set out 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.
- 6.3 If a commercial redress property to be transferred to the governance entity is a potential commercial redress property (sale and leaseback), the deed of settlement is to provide the property is to be leased back by the governance entity to the Crown, from the settlement date, -
- 6.3.1 on the terms and conditions provided by a registrable ground lease for that property (ownership of the Crown's improvements remaining with the Crown) incorporated in the deed; and
 - 6.3.2 if the Crown leaseback is to a department other than the Ministry of Education, at an initial market rental determined in accordance with the valuation process in part 4; and
 - 6.3.3 if the Crown leaseback is to the Ministry of Education, at an initial annual rental determined in accordance with the Crown leaseback (excluding GST).

Potential deferred selection properties

- 6.4 The deed of settlement is to provide the governance entity may, for 2 years after the settlement date, purchase at a fair market value (determined under the valuation process specified in the deed) any or all of those of the properties described in schedule 5 as potential deferred selection properties that the parties agree are to be deferred selection properties.

Right of First Refusal

- 6.5 The settlement documentation is to provide that –
- 6.5.1 the governance entity has a right of first refusal (**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
- 6.5.2 the RFR will apply for 171 years from the settlement date.

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 Tapuika 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 the Tapuika Iwi Authority Trust, 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's acknowledgement 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 a co-governance arrangement for the lower Kaituna River catchment, subject to the parameters described in schedule 7; and
 - 9.2.6 the new and altered geographic names from the potential names in schedule 5; and
 - 9.2.7 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 the 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; and
 - 9.2.8 the following documents:
 - (a) the statement of the values of Tapuika, and the protection principles, in relation to the overlay classification site;
 - (b) the statements of association of Tapuika with each of the statutory areas;
 - (c) the deeds of recognition;
 - (d) the protocols;
 - (e) the Ministry of Fisheries Letter of Recognition;

(f) the settlement legislation; and

9.2.9 all other necessary matters.

Development of governance entity and ratification process

9.3 The Tapuika Iwi Authority Trust 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 clause in 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 Tapuika has –

(a) established a governance entity that –

(i) is appropriate to receive the redress; and

(ii) provides, for Tapuika, –

(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 Tapuika.

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 Tapuika, may terminate this agreement in principle by notice to the other.
- 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.

SIGNED on this day of 2011

SIGNED for and on behalf of THE CROWN by

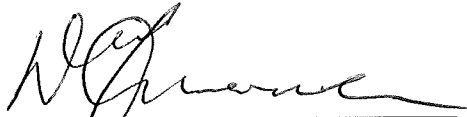


Hon Christopher Finlayson
The Minister for Treaty of Waitangi Negotiations

SIGNED for and on behalf of **TAPUIKA** by
the mandated negotiators and Trustees of
the Tapuika Iwi Authority Trust



Piatarahi Callaghan, Chief Negotiator
Tapuika Iwi Authority Trust



Dean Flavell, Mandated Negotiator
Tapuika Iwi Authority Trust



Vincent Kihirini, Mandated Negotiator
Tapuika Iwi Authority Trust



Dr Hinematau McNeill, Mandated Negotiator
Tapuika Iwi Authority Trust



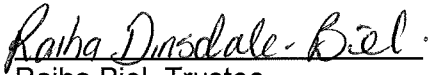
Teia Williams, Mandated Negotiator
Tapuika Iwi Authority Trust

George Skudder, Chairman
Tapuika Iwi Authority Trust

Ateremu McNeill, Deputy Chair
Tapuika Iwi Authority Trust



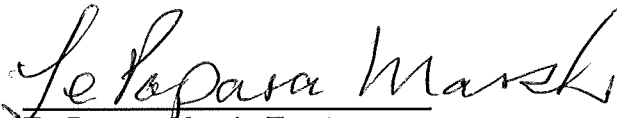
Carol Biel, Trustee
Tapuika Iwi Authority Trust



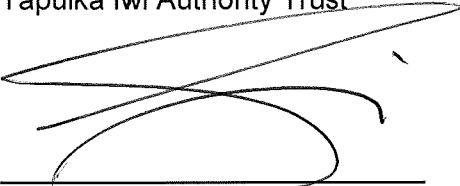
Raiha Biel, Trustee
Tapuika Iwi Authority Trust



Nūia Kokiri, Trustee
Tapuika Iwi Authority Trust



Te Papara Marsh, Trustee
Tapuika Iwi Authority Trust



Geoff Rice, Trustee
Tapuika Iwi Authority Trust



Te Hira Roberts, Trustee
Tapuika Iwi Authority Trust

WITNESSES:

[Handwritten signature]

Lill Dinsdale

J. Morken
M. Taven

Puakiti, Kap

~~*[Signature]*~~
Ratu Maxwell Sinita

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H. Klump

A. Kosta

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U. 09071

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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 Tapuika, 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 the settling group or a representative entity, including the following claims:

(a) Wai 615;

(b) Wai 831;

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

(a) Wai 1182;

(b) Wai 825; but

1.1.4 does not include the following claims –

- (a) a claim that a member of the settling group, 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 paragraph 1.1.1 is not limited by paragraphs 1.1.2 or 1.1.3.

Tapuika

1.3 In the deed of settlement Tapuika means -

1.3.1 the collective group composed of:

- (a) individuals who descend from one or more Tapuika 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 Tauna;
- (b) Ngāti Te Kanawaihi;
- (c) Ngāti Ruangutu;
- (d) Ngāti Ngakohua;
- (e) Ngāti Totokau;
- (f) Ngāti Tukohuru;
- (g) Ngāti More;
- (h) Ngāti Marupuriri;
- (i) Ngāti Huaki;
- (j) Ngāti Tuheke;
- (k) Ngāti Taraokino;
- (l) Ngāti Te Kiri;
- (m) Ngāti Te Uarangi;

- (n) Ngāti Wahapua;
- (o) Ngāti Tu;
- (p) Ngāti Pahiko;
- (q) Ngāti Haungarangi;
- (r) Ngāti Kuri;
- (s) Ngāti Tahere;
- (t) Ngāti Tauraherehere;
- (u) Ngāti Ngarangipahi;
- (v) Ngāti Tukaheke;
- (w) Ngāti Marukukere;
- (x) Ngāti Hinerangi;
- (y) Ngāti Hineumu;
- (z) Ngāti Ngaroto;
- (aa) Ngāti Te Pipi;
- (bb) Ngāti Moko; or
- (cc) Ngāti Hinerua; and

1.3.4 every whānau, hapū or group of individuals composed of individuals referred to in paragraph 1.3.1

1.4 **Tapuika tupuna** means an individual who:

1.4.1 exercised Customary Rights by virtue of being descended from:

- (a) Tapuika through Makahae, Huritini, Marangaiparoa, Tukutuku, Tamateranini, and Tuariki; or
- (b) a recognised ancestor of any of the groups referred to in clause 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 Tapuika** 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

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 leaseback, in relation to a leaseback commercial redress property, means the lease to be entered into by the governance entity and the Crown under clause 6.3.2 or 6.3.3; 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 –

- (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 Tapuika Iwi Authority Trust under clause 9.3.1; and

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

lessee's improvements in relation to a leaseback property has the meaning given to it in the Crown leaseback for the property; and

mandated negotiators means –

- (a) the following individuals:
 - (i) Piatarahi Callaghan, Te Puke, Manager Ngā Kakano Foundation Services; and
 - (ii) Teia Williams, Te Puke, Orchardist; and
 - (iii) Vincent Kihirini, Te Puke, Chief Executive Ngā Kakano Foundation; and
 - (iv) Dr Hinematau McNeill, Auckland, AUT Lecturer ; and
 - (v) Dean Flavell, Te Puke, Iwi Liaison Tauranga City Council; and
- (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

party means each of the Tapuika Iwi Authority Trust 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

purchased deferred selection property means each deferred selection property in relation to which the governance entity and the Crown are to be treated under the deed of settlement as having entered into an agreement for its sale and purchase; 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 6.5; 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

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 5.2.1; and

statutory acknowledgement means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 5.2.1 on the terms to be provided by the settlement legislation; and

statutory area means an area referred to in schedule 5 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 clause 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 Crown apology are fundamental to the settlement between the Crown and Tapuika. The deed of settlement will contain an agreed historical account that will outline the historical relationship between the Crown and Tapuika.
- 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 Tapuika 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 *Te Takapu o Tapuika*
- The historical account will begin by outlining the origins of Tapuika before outlining their area of interest, Te Takapu o Tapuika, and their use of its forests, coastline, waterways and many customary resources.
- 2.4.2 *Tapuika – Crown Relationship 1840-1863*
- This section will begin with the early contact period with Europeans and the impact of the Treaty of Waitangi, before discussing the arrival of the Crown and its relationship with Tapuika including early land dealings. It will also look at the trading and economic relationships of Tapuika and their involvement with the Kingitanga and the 1860 Kohimarama conference.
- 2.4.3 *Warfare and Urupatu*
- This section will begin by discussing Tapuika stance and actions in relation to the Waikato campaign, the battles of Kaokaoroa, Pukehinahina and Te Ranga. This section will also focus on the Tauranga bush campaign and the impact of the Crown's "scorched earth"/urupatu tactics on Tapuika.
- 2.4.4 *The Tauranga Confiscation*
- This section will discuss how the Tauranga confiscation affected Tapuika western land interests.
- 2.4.5 *The Toa Claims and the Native Land Court*
- This section will begin by discussing the introduction of the Native Land Court within Te Takapu o Tapuika. It will then look in detail at the "toa" claims made over Tapuika lands, the Crown's response to those claims, the various Court judgments relating to them, and the impact on Tapuika customary lands and

resources. This section will also look at other Native Land Court hearings involving lands in which Tapuika claimed interests.

2.4.6 *The Alienation of Tapuika Lands to 1900*

This section will focus on both Crown and private land dealings within Te Takapu o Tapuika before 1900.

2.4.7 *Tapuika and their Lands in the Twentieth Century*

This section will look at the continued alienation of lands within Te Takapu o Tapuika, the extent and adequacy of their land holdings during this period. It will also cover Māori land development schemes and Tapuika's use of their lands and other resources during this time.

2.4.8 *Waterways*

This section will look at the impact of the Crown's vesting of control of waterways in statutory bodies. The impact of drainage and flood-control systems as well as pollution on Tapuika and their rohe will also be discussed.

2.4.9 *Coastal issues*

This section will describe the impact of the Crown's processes for managing coastal resources and the impact on Tapuika, including protection of wāhi tapu and other sites of significance, the drainage of wetlands, damage to estuaries and the depletion of customary fisheries. It will assess the impact of coastal land loss on the relationship that Tapuika have with the coastal marine area.

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 Tapuika and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

2.6 The Crown also acknowledges that:

2.6.1 The process for returning such land was ad hoc, slow, and arbitrary in nature; and

2.6.2 "unsurrendered rebels" were generally excluded from the lands return process

2.7 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 Crown and the Tapuika Iwi Authority Trust 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 Tapuika 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 Tapuika fully for all the loss and prejudice suffered;
 - 3.2.3 the settlement is intended to enhance the ongoing relationship between Tapuika and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 3.3 Tapuika 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 Tapuika collectively; but
 - (b) may benefit particular members, or particular groups of members, of Tapuika 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
 - (b) for the benefit of the settling group or a representative entity; and

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- 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 Tapuika, 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

Note: Joint valuations do not apply to properties administered by the Ministry of Education, if applicable

A DETERMINING THE MARKET VALUE AND MARKET RENTAL 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 are to be jointly valued (a **joint valuation property**):
- 4.1.1 its market value;
 - 4.1.2 if it is a leaseback commercial property and the Crown leaseback is a department other than the Ministry of Education, its market rental.
- 4.2 The market value, and if applicable the initial market rental, 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 [5] 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; and
 - (b) if applicable, the market rental 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, and if applicable its initial market rental for the purposes of clause 6.3.2, is as provided in the valuation report.

B DETERMINING THE MARKET VALUE AND MARKET RENTAL 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 are to be separately valued (a **separate valuation property**) –
- 4.9.1 its market value;
 - 4.9.2 if it is a leaseback property and the Crown leaseback is a department other than the Ministry of Education, its market rental.
- 4.10 The market value, and if applicable the market rental, are 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 –

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

4.16 If only one valuation report is delivered by the required date, the market value of the separate valuation property, and if applicable its market rental, 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
- (b) if applicable, its market rental; and

4.17.2 either party may, if the market valuation of the separate valuation property, and if applicable its market rental, 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, if applicable, of its market rental; and
- (b) being no higher than the higher, and no lower than the lower, assessment of market value and/or market rental, as the case may be, contained in the parties' valuation reports.

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

MARKET VALUE AND MARKET RENTAL

4.22 The market value of the separate valuation property for the purposes of clause 6.1.2, and if applicable its initial market rental for the purposes of clause 6.3.2, 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, and market rental 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

Tapuika Iwi Authority Trust and the Crown have entered into an agreement in principle to settle Tapuika historical claims dated 16 June 2011 (the **agreement in principle**).

The market value and the market rental 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 –

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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 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

[*Valuer's name*]

[*Address*]

Valuation instructions for a separate valuation property

Note: Valuation instructions for Ministry of Education properties are to be finalised, if applicable

INTRODUCTION

Tapuika Iwi Authority Trust and the Crown have entered into an agreement in principle to settle Tapuika 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 –

- (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 Tapuika.

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

OVERLAY CLASSIFICATION SITE

Opoutihi from within Puwhenua Forest and Gammons Block Conservation Area (20 ha) as shown in Map 1, Attachment 2.

STATUTORY AREAS

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

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

- (a) Maketū Wildlife Management Reserve (8.8390 ha);
- (b) Government Purpose Reserve - Waihi Estuary (29.3 ha);
- (c) Ngatokaturua from within Taumata Scenic Reserve (6ha);
- (d) Conservation Area - Kiwi Stream (4.28 ha);
- (e) Conservation Area - Waiari Stream (28.4 ha);
- (f) Conservation Area - Maketu (1.214 ha);
- (g) Kaiakatia from within Whataroa Road Conservation Area (6 ha);
- (h) Part of Ruato Stream Conservation Area (20.37 ha), excluding lease area;
- (i) Mangorewa Scenic Reserve (78.35 ha);
- (j) Otuakakari from within Mangorewa Conservation Area (6 ha);
- (k) area near where Te Ana o Taipo and Te Taita are located, from within Mangorewa Conservation Area (6 ha); and
- (l) Marginal strips located in the area of interest of Tapuika (total area to be determined).

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

- (a) Kaituna River;
- (b) Mangorewa River;
- (c) Waiari Stream;
- (d) Pokopoko Stream;
- (e) Upokoongauru Stream;
- (f) Te Rerenga Stream;
- (g) Kiwi Stream;
- (h) Ruato Stream;
- (i) Whataroa Stream; and
- (j) Ohaupara 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 Map 1 in Attachment 2:

- (a) Ngatokaturua from within Taumata Scenic Reserve (6 ha);
- (b) Conservation Area - Kiwi Stream (4.28 ha);
- (c) Conservation Area - Waiari Stream (28.4 ha);
- (d) Conservation Area - Maketu (1.214 ha);
- (e) Kaiakatia from within Whataroa Road Conservation Area (6 ha);
- (f) Part of Ruato Stream Conservation Area (20.37 ha), excluding lease area;
- (g) Mangorewa Scenic Reserve (78.35 ha);
- (h) Otuakakari from within Mangorewa Conservation Area (6 ha);
- (i) Area near where Te Ana o Taipo and Te Taita are located, from within Mangorewa Conservation Area (6 ha); and
- (j) Marginal strips located in the Tapuika area of interest (total area to be determined).

A deed of recognition (signed by the Commissioner of Crown Lands) in relation to the following statutory areas as shown in Map 2 Attachment 2:

- (a) Kaituna River (to the extent it falls within the Tapuika area of interest)

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 Culture and Heritage;
- (b) the Minister of Energy and Resources in relation to Crown Minerals;
- (c) the Minister of Conservation (a Conservation Relationship Instrument, being an enhanced Conservation Protocol with special provisions to be agreed between the Crown and Tapuika).

MINISTRY OF FISHERIES

The Ministry of Fisheries (the Ministry) recognises that:

- (a) Tapuika 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) Tapuika 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 Tapuika 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 Tapuika can have input and participation into the Ministry's fisheries planning processes; and
- (c) how Tapuika 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) Mighty River Power;
- (b) New Zealand Transport Agency; and
- (c) Fish and Game New Zealand.

POTENTIAL ALTERED GEOGRAPHIC NAMES

Existing geographic name	Potential new geographic name
Mangorewa River	Mangorewa-Paraiti River
Parawhenuamea Stream	Pakipaki Stream

ENHANCING CULTURAL PRESENCE

On settlement date the Crown will pay to the governance entity the sum of \$0.5 million to assist Tapuika to enhance their cultural presence in Te Puke. This redress recognises the strong cultural association Tapuika have with this area.

POTENTIAL CULTURAL REDRESS PROPERTIES

Table 1: Vesting of sites in 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
Pokopoko Stream Scenic Reserve Map 3 in Attachment 2	134.4000 hectares, more or less, being Section 5 Block XV Maketu Survey District. All <i>Gazette</i> 1986 page 3824	Subject to scenic reserve status
Te Pehu from within Kaharoa Conservation Forest Map 4 in Attachment 2	1.0 hectares, approximately, being Part Section 1 Block XIV Maketu Survey District. Part <i>Gazette</i> 1985, page 251 Subject to survey.	Subject to historic reserve status. Subject to Memorandum of Understanding with the Kaharoa Kokako Trust
Otangikura from within Kaharoa Conservation Forest Map 5 in Attachment 2	1.0 hectares, approximately, being Part Section 1 Block XIV Maketu Survey District. Part <i>Gazette</i> 1985, page 251 Subject to survey.	Subject to historic reserve status. Subject to Memorandum of Understanding with the Kaharoa Kokako Trust
Site near Pukemapo from within Kaharoa Conservation Forest Map 6 in Attachment 2	6.0 hectares, approximately, being Part Section 6 Block II Rotoiti Survey District. All <i>Gazette</i> 1951, page 1298 Subject to survey.	Subject to scenic reserve status.
Onaumoko from within Te Matai Conservation Forest Map 7 in Attachment 2	5.0 hectares, approximately, being Part Section 15 Block XVI Otanewainuku Survey District Part <i>Gazette</i> 1967 page 1064 Subject to survey.	Subject to historic reserve status.
Whaititiri from within Te Matai Conservation Forest Map 8 in Attachment 2	5.0 hectares, approximately, being Part Section 8 Block IV Rotorua Survey District Part <i>Gazette</i> 1967 page 1064 Subject to survey.	Subject to historic reserve status.

**WITHOUT PREJUDICE
TAPUIKA AGREEMENT IN PRINCIPLE**

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
Te Paieka from within Mangorewa Conservation Area Map 9 in Attachment 2	1.0 hectares, approximately, being Part Section 13 Block III Rotorua Survey District. Part <i>Gazette</i> 1983 page 866 Subject to survey.	Subject to historic reserve status.
Site from within Taumata Scenic Reserve Map 10 in Attachment 2	3.0 hectares, approximately, being Part Section 7 Block XV Otanewainuku Survey District. Part Computer Freehold Register 298730 Subject to survey.	Subject to scenic reserve status. Subject to silage making concession (for approx 0.1 ha).
Site from within Demeter Road Conservation Area Map 11 in Attachment 2	1.4 hectares, approximately, being Part Section 21 Block VIII Otanewainuku Survey District Subject to survey.	Subject to a conservation covenant for biodiversity values and public access with provision for a plant nursery. Subject to grazing concession.
Omawake from within Oropi Forest Map 12 in Attachment 2	1.0 hectares, approximately, being Part Section 13 Block VIII Otanewainuku Survey District Part <i>Gazette</i> 1953 page 2008 Subject to survey	Subject to historic reserve status. Subject to Crown mining permit and Department of Conservation mining access arrangement.
Pah Road Ranginui Map 13 in Attachment 2	1.8181 hectares, more or less, being Lot 1 DPS 61289 and Lot 1 DPS 88613. All Computer Freehold Register SA70A/529	
Oak Drive (behind #73) Paengaroa Map 14 in Attachment 2	15.1757 hectares, more or less, being Section 7 Block XI Maketu Survey District	Crown cannot provide access to the site. Tapuika will need to negotiate access with neighbouring landowners.

**WITHOUT PREJUDICE
TAPUIKA AGREEMENT IN PRINCIPLE**

Table 2: Joint vesting of site in Tapuika and Ngāti Rangiwewehi

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 15 in Attachment 2	6 hectares, approximately, being Part Section 21 Block IV Rotorua Survey District. Part <i>Gazette</i> 1920 page 2120 amended by <i>Gazette</i> 1967 p 1064 Subject to survey	Subject to scenic reserve status Joint transfer to Tapuika and Ngāti Rangiwewehi.

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 the Tapuika Iwi Authority Trust in December 2008).

POTENTIAL COMMERCIAL REDRESS PROPERTIES

Name	Legal Description	Agency
Cameron Road, Te Puke	0.0809 hectares, more or less, being Lot 7 DPS 1606. All Computer Freehold Register 168000.	OTS Landbank
Fairview Place Te Puke	0.1103 hectares, more or less, being Lot 18 DPS 7867. All Computer Freehold Register 168003.	OTS Landbank
Hastings Street Te Puke	0.0735 hectares, more or less, being Lot 3 DPS 20038. All Computer Freehold Register 167990.	OTS Landbank
14 Norrie St, Te Puke*	0.0832 hectares, more or less, being Lot 9 DPS 33508	OTS Landbank

**WITHOUT PREJUDICE
TAPUIKA AGREEMENT IN PRINCIPLE**

Name	Legal Description	Agency
6 Barnett Place, Te Puke*	0.0989 hectares, more or less, being Lots 18 DPS 2009	OTS Landbank
Part Te Matai Forest	261.9350 hectares, more or less being Sections 1 and 2 SO 60852. All Computer Freehold Register 532168.	MAF
Part Te Matai Forest	145.0660 hectares, more or less, being Sections 1, 2 and 3 SO 60853. All Computer Freehold Register 532167.	MAF
Part Te Matai Forest	29.4200 hectares, more or less Sections 1 and 2 SO 60851. All Computer Freehold Register 397263.	MAF
Part Te Matai Forest Shared redress with Ngāti Rangiwewehi	280.5350 hectares, more or less being Section 1 SO 60849. All Computer Freehold Register 532170	MAF
Part Te Matai Forest Shared redress with Ngāti Rangiwewehi	55.8980 hectares, more or less, being Section 1 SO 60850. All Computer Freehold Register 532169	MAF
Part Te Matai Forest Shared redress with Ngāti Rangiwewehi	267.8290 hectares, more or less, being Section 1 SO 60855. All Computer Freehold Register 532171	MAF
Kaharoa	89.7000 hectares, more or less, being Section 1 SO 60791. All Computer Freehold Register 532172.	MAF
Puwhenua.	733.7300 hectares, more or less, being Lots 1 and 2 DPS 85782. All Computer Freehold Register SA68A/370.	MAF

* indicates property currently offered to Waitaha. Availability is subject to property not being taken by Waitaha.

POTENTIAL COMMERCIAL REDRESS OR DEFERRED SELECTION PROPERTIES

Name	Legal Description	Agency
Jellicoe Street, Te Puke	0.0996 hectares, more or less, being Lot 1 DPS 68789	OTS Landbank
Jellicoe Street, Te Puke	0.1852 hectares, more or less, being Lot 2 DPS 68789	OTS Landbank
Jellicoe Street, Te Puke	0.0910 hectares, more or less, being	OTS Landbank

**WITHOUT PREJUDICE
TAPUIKA AGREEMENT IN PRINCIPLE**

	Lot 3 DPS 68789	
Jellicoe Street, Te Puke	0.1371 hectares, more or less, being Lot 4 DPS 68789	OTS Landbank
Jellicoe Street, Te Puke	1.2250 hectares, more or less, being Lot 5 DPS 68789	OTS Landbank
Station Road, Te Puke	0.1362 hectares, more or less, being Lot 2 DPS 307255	OTS Landbank
Station Road, Te Puke	0.2571 hectares, more or less, being Lot 3 DPS 307255	OTS Landbank

POTENTIAL COMMERCIAL REDRESS PROPERTIES (SALE AND LEASEBACK)

Name	Legal Description	Agency
Police Station, Te Puke	0.2268 hectares, more or less, being Lot 1 DPS 307255	New Zealand Police
Te Puke High School site*	3.0222 hectares, approximately being Part Sections 50 and 54 Block II Maketu Survey District. Subject to survey	Ministry of Education
Te Puke High School secondary school site (Litt Park, next to Te Puke Intermediate School) *	4.1999 hectares, more or less, being Part Lots 1 and 2 DP 17893, Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, Part Lot 16 DPS 3871, Lot 2 DPS 6042 and Lot 2 DPS 47941.	Ministry of Education
Te Puke Intermediate School site*	4.1973 hectares, more or less, being Part Lot 2 DPS 8540	Ministry of Education
Te Puke Primary School site*	2.443 hectares, more or less, being Section 48 Block II Maketu Survey District and Lots 4, 5, 6, and 7 DP 14390	Ministry of Education
Fairhaven Primary School site*	3.1907 hectares, approximately, being Lots 3 and 4 DP 26554, and Part Section 25 Block II Maketu Survey District. Subject to survey	Ministry of Education

**WITHOUT PREJUDICE
TAPUIKA AGREEMENT IN PRINCIPLE**

* indicates property currently offered to Waitaha. Availability is subject to property not being taken by Waitaha. Up to two properties will be available as commercial redress properties (sale and leaseback) and the balance of properties will be available as right of first refusal land.

POTENTIAL RIGHT OF FIRST REFUSAL LAND

Name	Legal Description or Property Reference	Agency
18 Clydesburn Road, Te Puke	0.0759 hectares, more or less, being Lot 23 DPS 21367. All Computer Freehold Register SA52A/318.	Ministry of Education
Te Matai Kura TKKM o Te Matai	3.1110 hectares, approximately, being Part Rangiuuru 1A10. All Proclamation 10011. Subject to survey.	Ministry of Education
3 Clifden Terrace	0.0943 hectares, more or less, being Lot 34 DPS 16711. All Computer Freehold Register SA57D/916.	Ministry of Education
Old Coach Rd Paengaroa School	2.5925 hectares, more or less, being Section 35 Paengaroa Village. All Gazette 1891 page 771.	Ministry of Education
659 Rangiuuru School	1.4063 hectares, more or less, being Lot 1 Section 9 Block VII Maketu Survey District and Section 22 Block VII Maketu Survey District. All Computer Freehold Register SA1723/95.	Ministry of Education
Te Hapai 748-760 No2 Rd	1.0917 hectares, more or less, Lot 1 DPS 34976. All Computer Freehold Register SA33C/692.	Ministry of Education
Te Ranga School 1492 Te Matai Rd	1.2141 hectares, more or less, Part Ngatipahiko B No 3C No 8B Block. All Computer Freehold Register SA443/28.	Ministry of Education
SH 33 Maungarangi Rd, ex Woodward, Paengaroa	NZTA ref # (040007)	New Zealand Transport Agency
Maungarangi Rd ex Larsen, Paengaroa	NZTA ref # (040008)	New Zealand Transport Agency
SH2 Showground Rd, Blackburn	NZTA ref # (040029)	New Zealand Transport Agency
Showground Rd, Tauranga Eastern Motorway	NZTA ref # (040063)	New Zealand Transport Agency
Waiari Stream, SH2 Te Puke	NZTA ref # (250126)	New Zealand Transport Agency
Waiari Stream, SH2 Te	NZTA ref # (250154)	New Zealand

**WITHOUT PREJUDICE
TAPUIKA AGREEMENT IN PRINCIPLE**

Name	Legal Description or Property Reference	Agency
Puke		Transport Agency
SH2 Paengaroa-Maketu Rd	NZTA ref # (250159)	New Zealand Transport Agency
700m West SH2 Paengaroa-Maketu Rd	NZTA ref # (250160)	New Zealand Transport Agency
700m West SH2 Paengaroa-Maketu Rd	NZTA ref # (250161)	New Zealand Transport Agency

SCHEDULE 6

MEMORANDUM OF UNDERSTANDING



**A PROTOCOL BETWEEN
TAPUIKA IWI AUTHORITY and ROTORUA DISTRICT COUNCIL**

THE PARTIES TO THIS PROTOCOL ARE:

TAPUIKA IWI AUTHORITY (the Iwi Authority)

AND

ROTORUA DISTRICT COUNCIL (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 Tapuika Iwi Authority me te Kaunihera ā rohe o Rotorua
kia mahi tahi ai i runga i te wairua whakaponō, 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 whiringa takitahi, Ka hunahuna
He whiringa ngātahi, Ka raranga, Ka mau**

PROTOCOL

This Protocol is created on the foundation of goodwill and good integrity.
It is also a pledge of assurance that the Tapuika Iwi Authority 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.

"If you plait one at a time, the ends will fragment. If you weave together, it will hold."

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 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 the Tapuika Iwi Authority.

BACKGROUND

1. This protocol has been developed, in part, as a result of negotiations between the Crown and the Tapuika Iwi Authority to reach agreement on an offer to settle the historic claims that the Tapuika Iwi Authority has. As part of those negotiations both the Crown and the Tapuika Iwi Authority have agreed it would be in the beneficial interest of the Tapuika Iwi Authority 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. The Mayor is especially committed to the goal of entering into agreements that strengthen the relationship with Iwi in the Rotorua district.
3. In support of the above, the two parties have entered into this protocol.

ACKNOWLEDGEMENTS

The parties acknowledge:

1. The autonomy of each other and their rights to develop, promote and action plans, policies, goals and objectives that reflect the views of those that they represent.
2. The traditional, cultural, spiritual and historical relationships of the Tapuika Iwi Authority 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 other:
 - i. meets to discuss their areas of interest in a te kanohi ki te kanohi on a regular basis,
 - ii. meet at least quarterly per year.
3. Have an open door approach so issues that arise between the quarterly meetings can be quickly brought to the other parties' attention.
4. Relationships that operate in good faith can 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. Council will work with the Iwi Authority to assist in its understanding of the Council and Bay of Plenty Regional Council's policies, plans and rules.
3. From time to time the parties will establish working groups to consider matters of specific interest including but not limited to:
 - Zone changes for the proposed District Plan
 - Planning and infrastructure issues such as community sewerage schemes and water supplies
 - Rating systems
 - New developments within the rohe of Tapuika
 - Papakainga developments
 - Recreational planning
 - Other commercial developments
4. The Tapuika Iwi Authority will meet with Council to provide input into the preparation of the Draft Annual Plan or Draft Ten Year Plan as may be appropriate.

OTHER PARTIES

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
- Western Bay of Plenty District Council
- Tauranga City Council

AGREEMENT IN PRINCIPLE

This is an interim protocol and has been executed by representatives of the Tapuika Iwi Authority, who are responsible for reaching agreement with the Crown in respect of Treaty of Waitangi claims, and the Council.

It is expected that this interim protocol will be ratified by the Governance Group of the Tapuika Iwi Authority after it has reached agreement with the Crown and settlement legislation enacted.

Signed by TAPUIKA IWI AUTHORITY
representatives on (date)

Signed by ROTORUA DISTRICT COUNCIL
representatives on (Date)

George Skudder

George Skudder

Kevin Winters

Kevin Winters, Mayor

Hinematau McNeill

Hinematau McNeill

Trevor Maxwell

Trevor Maxwell, Deputy Mayor

Vincent Kihirini

Peter Guerin Chief Executive

Teia Williams

Teia Williams

Mauriora Kingi

Mauriora Kingi, Director Kaupapa Maori

P. Callaghan

Piatarahi Callaghan

Dean Flavell

Dean Flavell

Tipenz Mita Teupopoki

Raaka. Co. Mauer & Lake

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

R. Early Ngai Tangi

APPENDIX II Map of Rotorua District area.

TORO BROS

Mauae Moang Moko

N. Korum

*Patricia an Kahaka
Ngangaru Kokiri Keenan*

Nate Huihui (Mohi) Kemp

R.M. Biel. Kute Maxwell

Antal

Te Hara Penaki

Reina Hart Winata

Pla Kohu

Hone Mahena

AKAL. Hivapouri Kato

Haka Gray

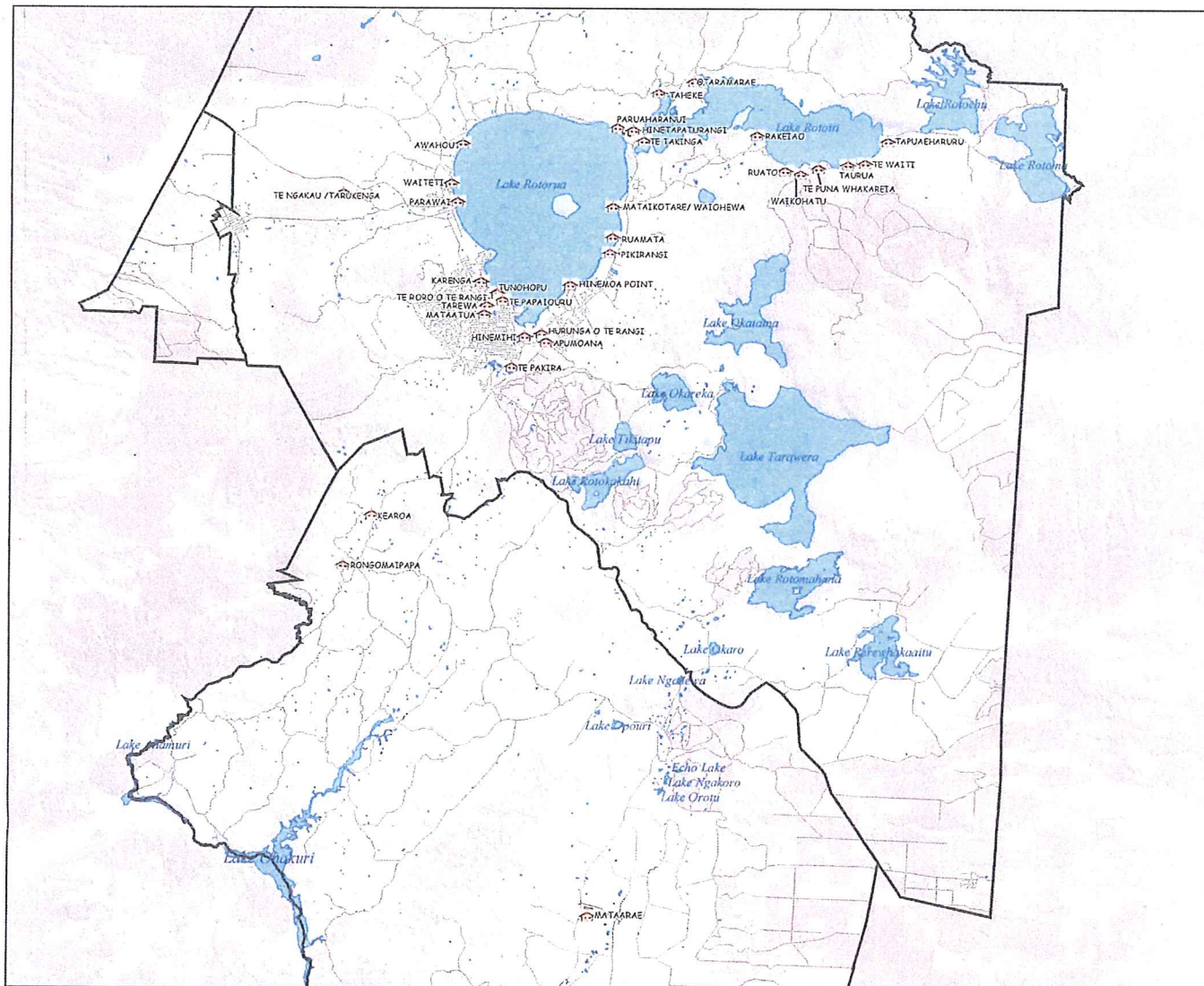
Hivapouri Kato

Matahiro Paowh

gittan cock

NGĀ MARAE O TE ROHE O TE KAUNIHERA Ā ROHE O ROTORUA

Marae within the Rotorua District



Not to Scale

Te Tūāhua noho o nga Marae Situation Address of Marae

Satellite Imagery:- Landsat7 September 2000

Marae	Meeting House	Whare Kai	Iwi	Hapu	Address	Suburb
Apumoana	Apumoana 1 & 2 *	Te Ao Wheoro	Te Arawa	Tumatawera	27 Tarawera Road	Lynmore
Awahou (Tarimano)	Tawakeheimoa	Te Aongahoro	Te Arawa	Rangiwewehi	Hamurana Road	Hamurana
Hinemihī	Hinemihī	Hinewai	Te Arawa	Hinemihī	Hona Road	Ngapuna
Hinemoa Point (Owhata)	Tutanekai	Hinemoa	Te Arawa	Te Roroaterangi	Tri-Trikapua Parade	Owhata
Hinetapaturangi (Waiatuhi)	Kahumatamomoe	Hinetapaturangi	Te Arawa	Pikiao	1444 Hamurana Road	Hamurana
Hurungaterangi	Hurungaterangi	Whaingarangi	Te Arawa	Hurungaterangi	Hurunga Avenue	Ngapuna
Karenga	Tumahaaurangi	Karenga	Te Arawa	Karenga	38 Koutu Road	Koutu
Kearoa Marae	Kearoa	Te Uira	Te Arawa	Tuara	25 Apirana Road	Horohoro
Mataarae	Mataarae	Ko Te Aroha Rau	Te Arawa	Ngati Whaoa	5 Hwy 5	Reporoa
Mataatua Marae	Mataatua	Hinetai	Tuhoe	Tuhoe/Mataatua	Mataatua Street	Rotorua
Mataikotare (Waiohewa)	Rangiwhakaekeau	Uenukurairi	Te Arawa	Rangiteaore	Mataikotare Road	Rotokawa
Otaramarae (Pounamunui)	Houmaitawhiti	Hinekukuterangi	Te Arawa	Hinekura	97 Whangamoa Drive	Okere Falls
Parawai	Whatumairangi	Parehina	Te Arawa	Tura	19 Taui Street	Ngongotaha
Taupari (Paruaharanui)	Paruaharanui	Waiwaha	Te Arawa	Parua	1435 Hamurana Road	Hamurana
Pikiranai	Ohomairangi	Makuratawhiti	Te Arawa	Uenukukopako	932 S Hwy 30	Rotokawa
Te Puna Whakareia	Uenukumairarotongo	Te Aokapurangi	Te Arawa	Pikiao	1270 S Hwy 30	Rotoiti
Tapuaeura	Rakeiao	Maruhangaraoa	Te Arawa	Rongomai	111 Curtis Road	Rotoiti
Rongomaipapa	Maruhangaraoa	Hinetatea	Te Arawa/Takitimu Kahungunu	Kahungunu	46 Rongomaipapa Road	Horohoro
Ruamata	Uenukukopako	Taoitekura	Te Arawa	Uenukukopako	1005 S Hwy 30	Rotokawa
Te Hiukura (Ruato)	Ngapumanawa	Te Awaitakapuhaia	Te Arawa	Pikiao - Rongomai	1128 S Hwy 30	Rotoiti
Opatia (Taheke)	Rangitihī	Manawakotokoto	Te Arawa	Pikiao - Hinerangi	119 Okere Falls Road	Okere Falls
Tapuaecharuru	Uruika	Kauiarangi	Te Arawa	Tamateatutahikawiti	1702 S Hwy 30	Rotoiti
Tarewa	Taharangi	Te Tiukahapa	Te Arawa	Tuara	26 Tarewa Road	Rotorua
Taurua	Te Rangijuora	Wefengauru	Te Arawa	Pikiao - Te Rangijuora	1438 S Hwy 30	Rotoiti
Te Ngakau Marae (Tarukenga)	Te Ngakau	Hinetai	Te Arawa	Te Ngakau	5 Hwy 5	Tarukenga
Te Pakira	Wahiao	Te Rau Aroha	Te Arawa	Tuhourangi	4 Wahiao Drive	Whakarewarewa
Te Papaouru	Tamatekapua	Whakaturia	Te Arawa	Whakaue	Mataiwhea Street	Ohinemutu
Te Roro O Te Rangi	Te Roroaterangi	Kaimatai	Te Arawa	Te Roroaterangi	22 Ariariterangi Street	Ohinemutu
Hohowai	Te Takianga	Hineora	Te Arawa	Takianga	402 S Hwy 33	Mourea
Te Waiti	Hinekura	Niniurangī	Te Arawa	Hinekura	1550 S Hwy 30	Rotoiti
Paratehoata	Tunohopu	Rukuwai	Te Arawa	Tunohopu	5 Tunohopu Street	Ohinemutu
Waikohatu	Tarawai	Rangimaikuku	Te Arawa	Tarawai*	1138 S Hwy 30	Rotoiti
Waiteti	Ngararanui	Uruoteao	Te Arawa	Ngararanui	30 Waiteti Road	Ngongotaha

SCHEDULE 7

ONGOING WORK

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

Redress over Crown Property

- (a) Kaituna Wetland (Lower Kaituna Wildlife Management Reserve);
- (b) Otanewainuku Peak and nearby surrounds (located in Te Matai Conservation Forest);
- (c) Otara Peak and nearby surrounds (located in Ottawa Scenic Reserve);
- (d) explore the provision of statutory acknowledgements over additional waterways of importance to Tapuika; and
- (e) explore the provision of deeds of recognition over the following two waterways:
 - (i) the Waiari Stream; and
 - (ii) Te Rerenga Stream.

Water text

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

Kaituna River co-governance

- (a) the Tapuika Iwi Authority Trust have consistently emphasised the paramount importance of the Kaituna River and its tributaries to the iwi, their deep concern regarding the health and wellbeing of the River and their desire for the future generations to be able to swim in its waters and practise cultural harvesting as they did in the past;
- (b) the Crown recognises the importance of the Kaituna River and its tributaries to Tapuika and will continue negotiations with the Tapuika Iwi Authority Trust regarding the establishment of a co-governance arrangement for the lower Kaituna River Catchment. The Crown will also, along with the Tapuika Iwi Authority Trust, actively engage with and participate in discussions with the Bay of Plenty Regional Council, relevant local authorities and other iwi with interests in the lower Kaituna River catchment;
- (c) the Crown notes that any arrangements contemplated must be compatible with the resource management framework provided by the Resource Management Act, the Local Government Act and other relevant legislation and retain local governments' final decision-making rights over natural resource management.

Facilitation with third parties

The Crown will continue to facilitate:

- (a) a relationship between the Tapuika Iwi Authority Trust and the Western Bay of Plenty District Council about their future relationship;
- (b) discussions to explore the properties of interest to Tapuika that are owned by the Western Bay of Plenty District Council; and
- (c) discussions with the New Zealand Transport Agency (NZTA) and Tapuika regarding an approximately 30 hectares property (Pt Lot 2 DP 10176) between the Kaituna River and the existing Kaituna Wetland (Lower Kaituna Wildlife Management Reserve), which is held by the Crown for NZTA purposes and was purchased as part of the Tauranga Eastern Link motorway.

ATTACHMENTS

ATTACHMENT 1 – AREA OF INTEREST

Tapuika Area of Interest

Attachment 1



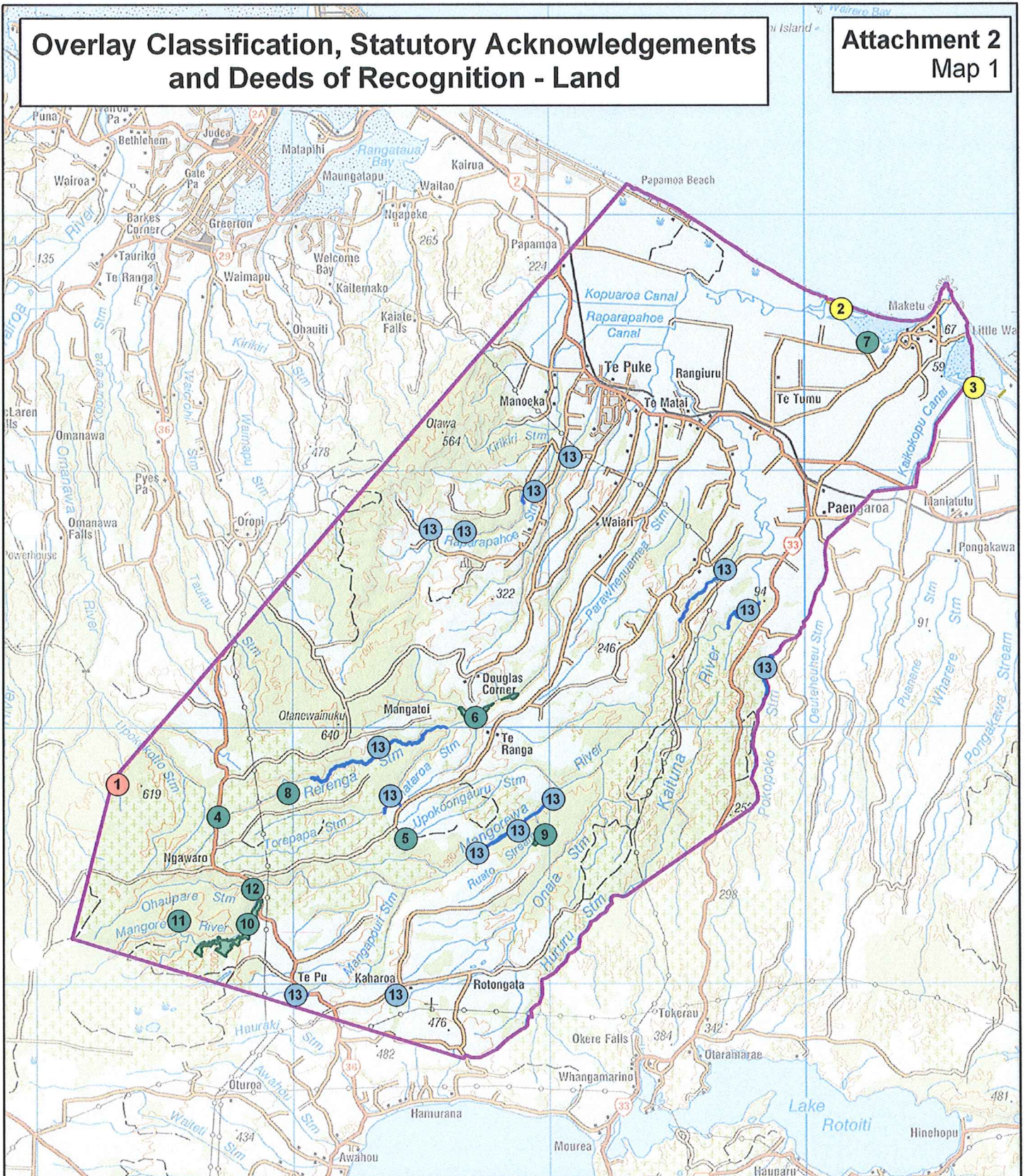
Legend

- Tapuika Area of Interest






ATTACHMENT 2 - CULTURAL REDRESS MAPS

Overlay Classification, Statutory Acknowledgements and Deeds of Recognition - Land

Attachment 2
Map 1



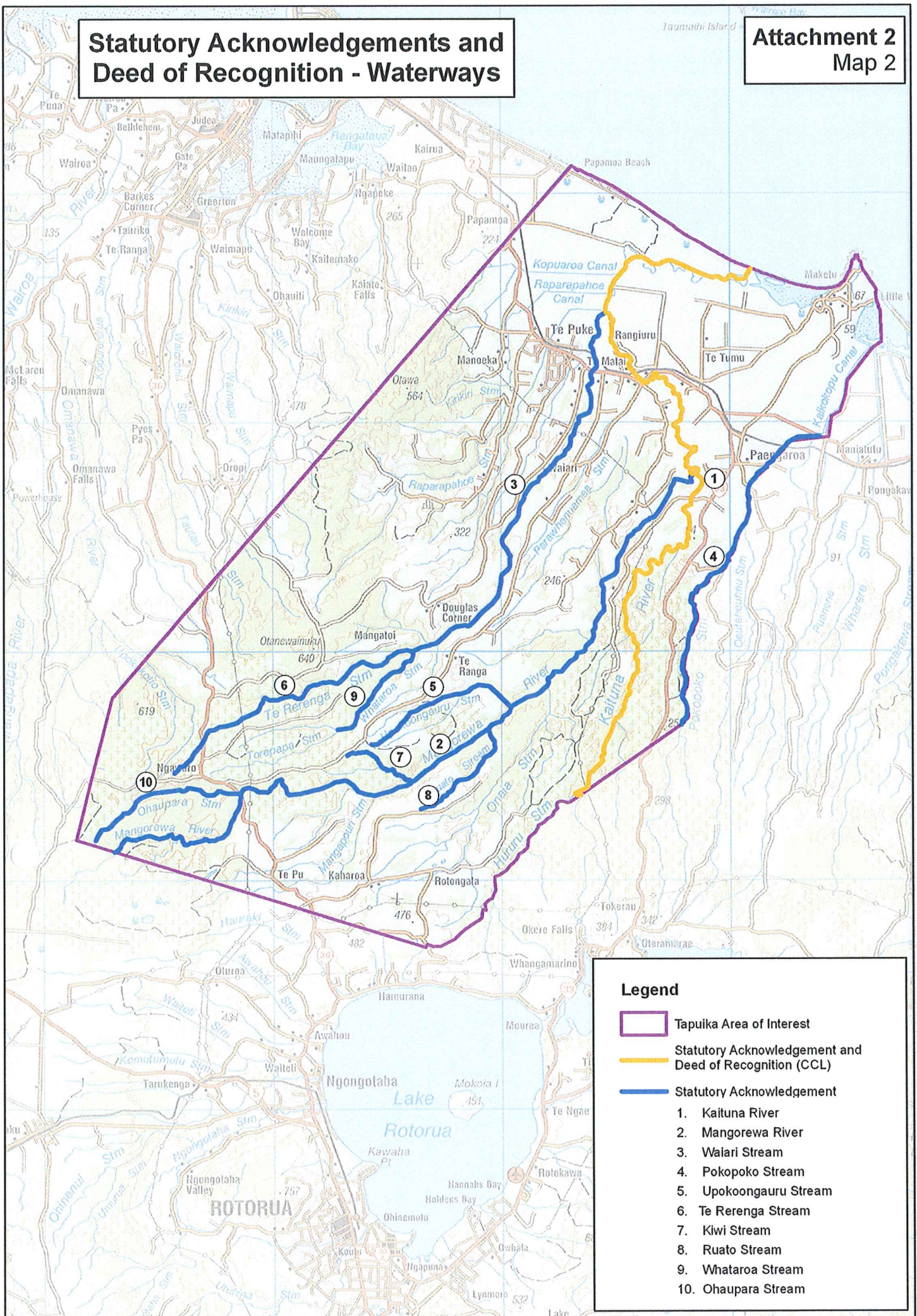
Legend

-  Tapuika Area of Interest
-  Overlay Classification
-  Statutory Acknowledgement
-  Statutory Acknowledgement and Deed of Recognition
-  Statutory Acknowledgement and Deed of Recognition over Marginal Strip

1. Opoutihi from within Puwhenua Conservation Forest and Gammons Block Conservation Area (20 ha)
2. Maketu Wildlife Management Reserve (8.8390 ha)
3. Government Purpose Reserve – Waihi Estuary (29.3 ha)
4. Ngatokaturua from within Taumata Scenic Reserve (6 ha)
5. Conservation Area – Kiwi Stream (4.28 ha)
6. Conservation Area – Waiari Stream (28.4 ha)
7. Conservation Area – Maketu (1.214 ha)
8. Kaiakatia from within Whataroa Road Conservation Area (6 ha)
9. Part of Ruato Stream Conservation Area (20.37 ha)
10. Mangorewa Scenic Reserve (78.35 ha)
11. Otuaakari from within Mangorewa Conservation Area (6 ha)
12. Area near Te Ana o Taipo and Te Taitā from within Mangorewa Conservation Area (6 ha)
13. Marginal strips in Tapuika area of interest (area to be determined)

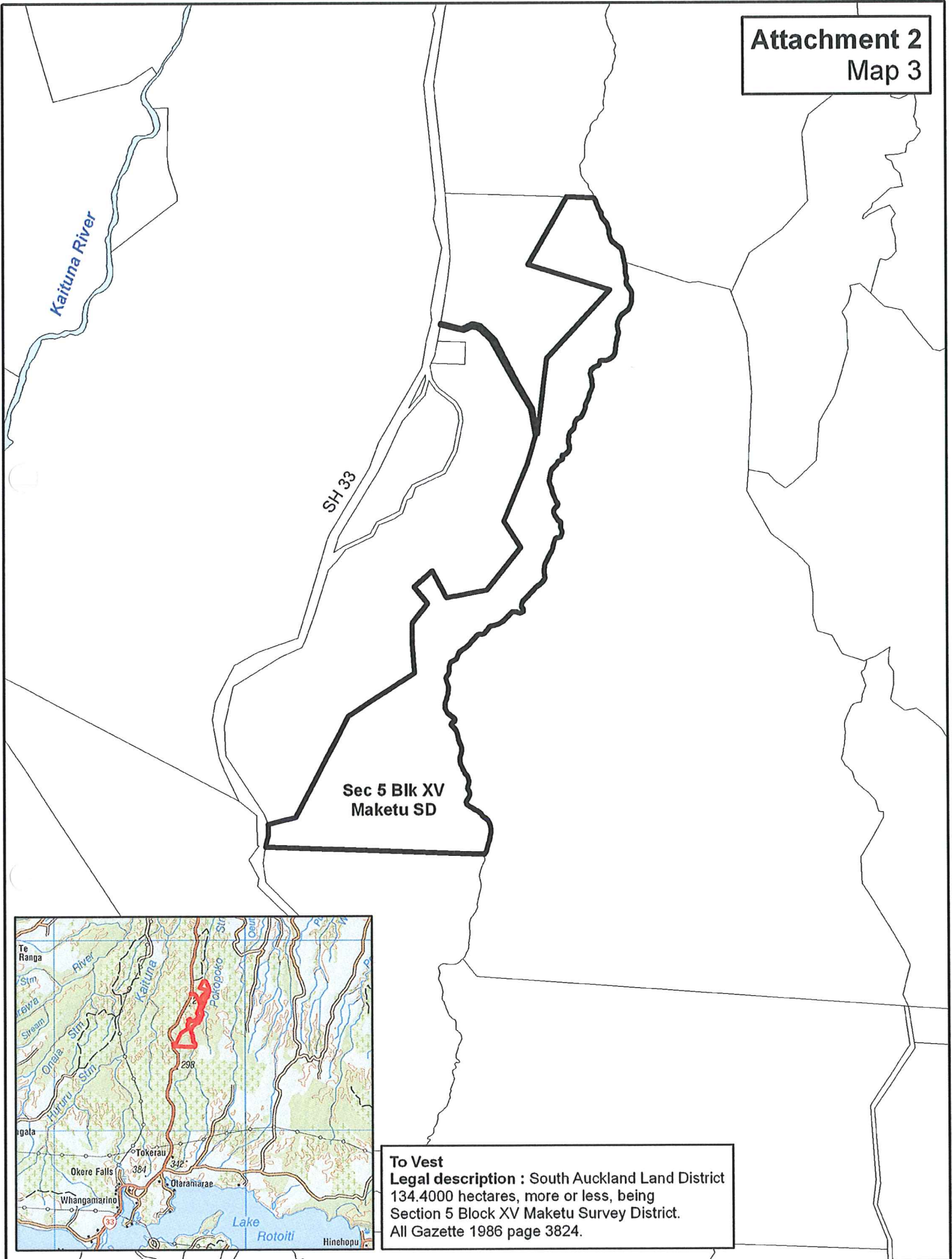
Statutory Acknowledgements and Deed of Recognition - Waterways

Attachment 2 Map 2



Legend

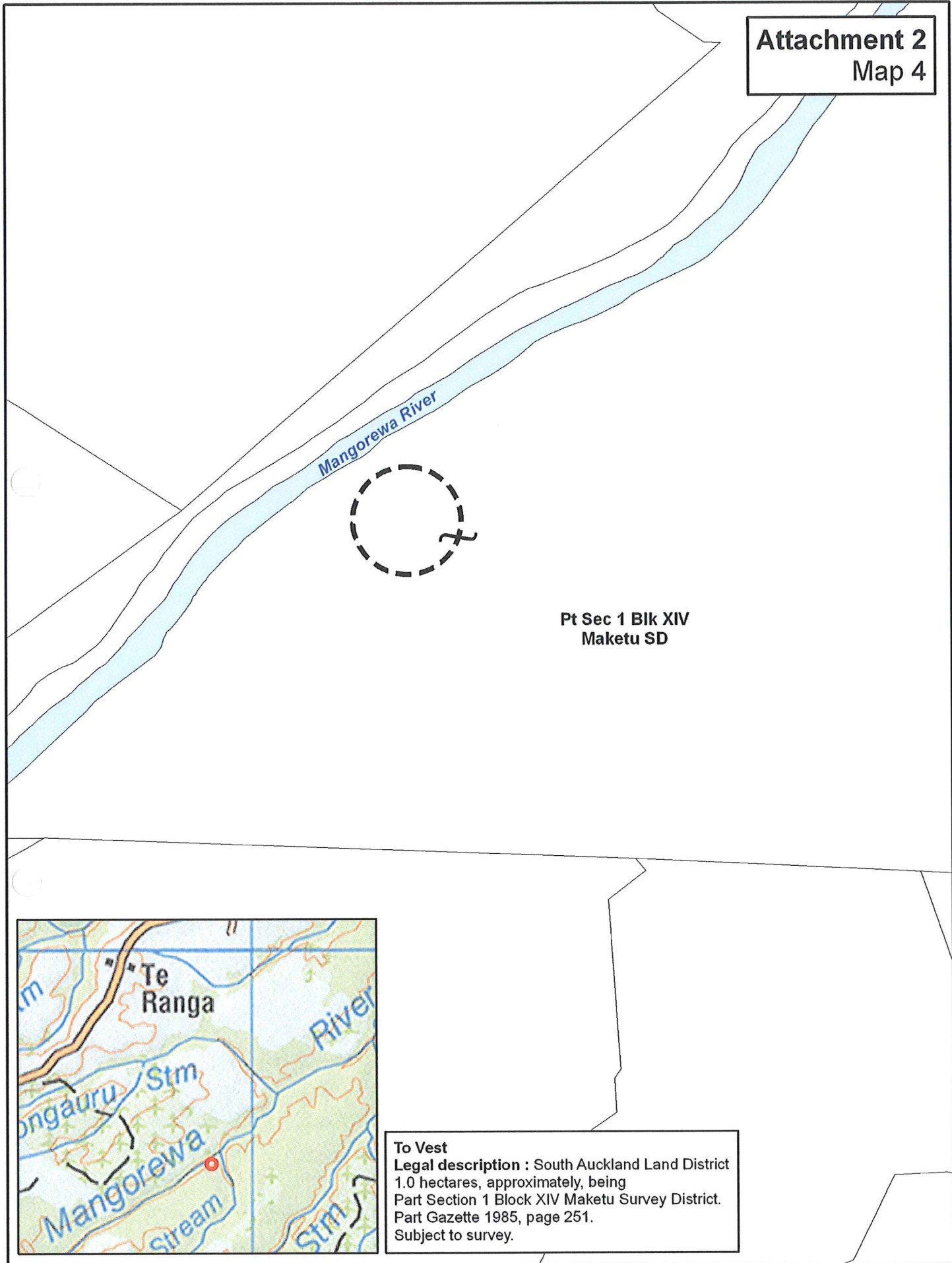
- Tapuika Area of Interest
 - Statutory Acknowledgement and Deed of Recognition (CCL)
 - Statutory Acknowledgement
1. Kaituna River
 2. Mangorewa River
 3. Waiari Stream
 4. Pokopoko Stream
 5. Upokoongauru Stream
 6. Te Rerenga Stream
 7. Kiwi Stream
 8. Ruato Stream
 9. Whataroa Stream
 10. Ohaupara Stream



**Sec 5 Blk XV
Maketu SD**

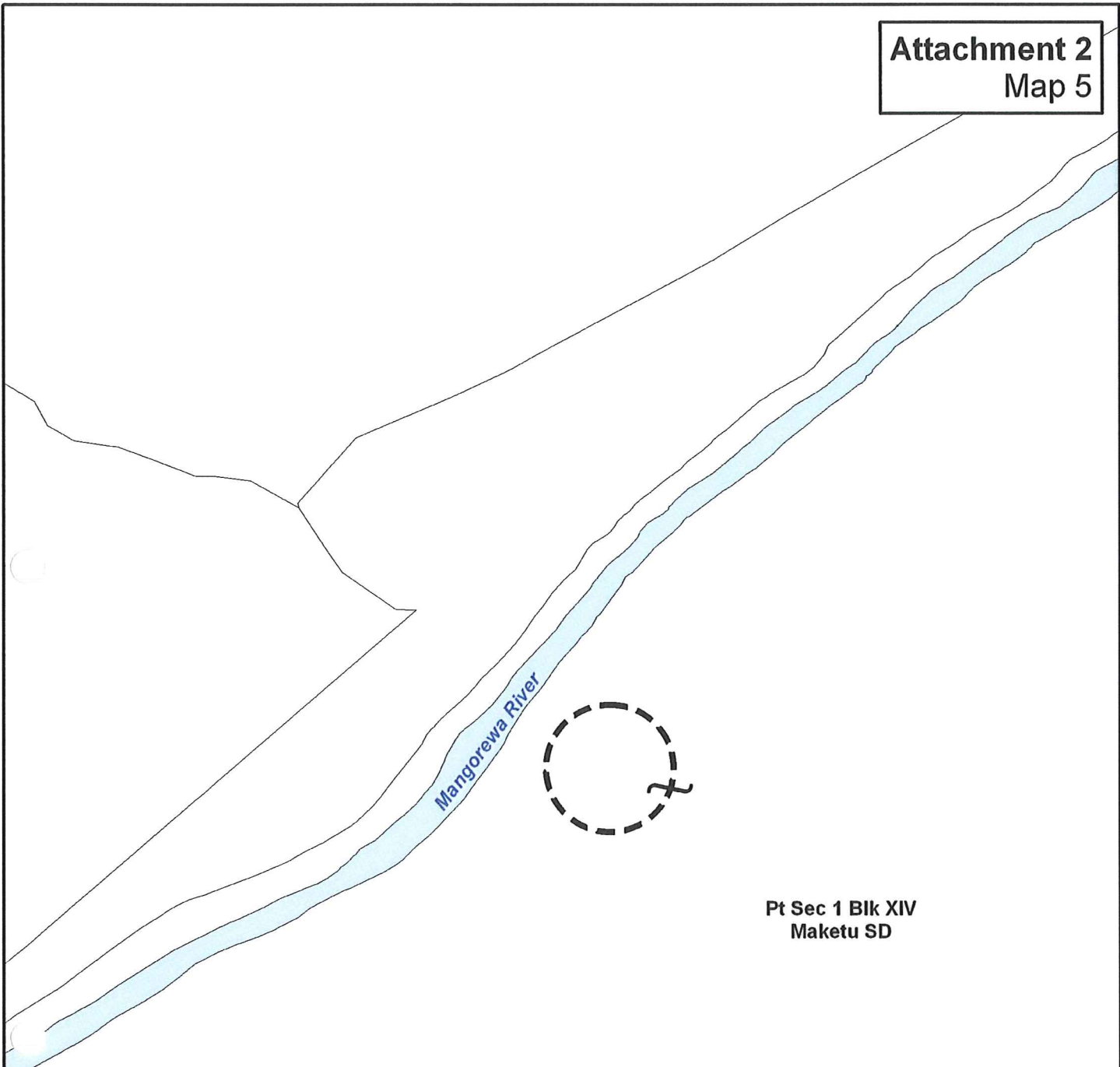
To Vest
Legal description : South Auckland Land District
134.4000 hectares, more or less, being
Section 5 Block XV Maketu Survey District.
All Gazette 1986 page 3824.

Pokopoko Stream Scenic Reserve

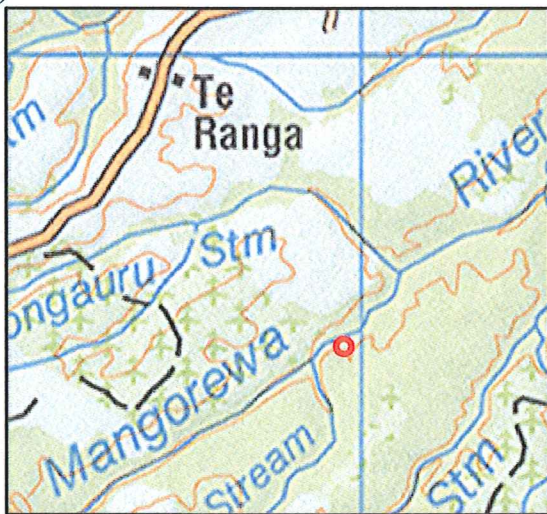


To Vest
Legal description : South Auckland Land District
1.0 hectares, approximately, being
Part Section 1 Block XIV Maketu Survey District.
Part Gazette 1985, page 251.
Subject to survey.

Te Pehu from within Kaharoa Conservation Forest

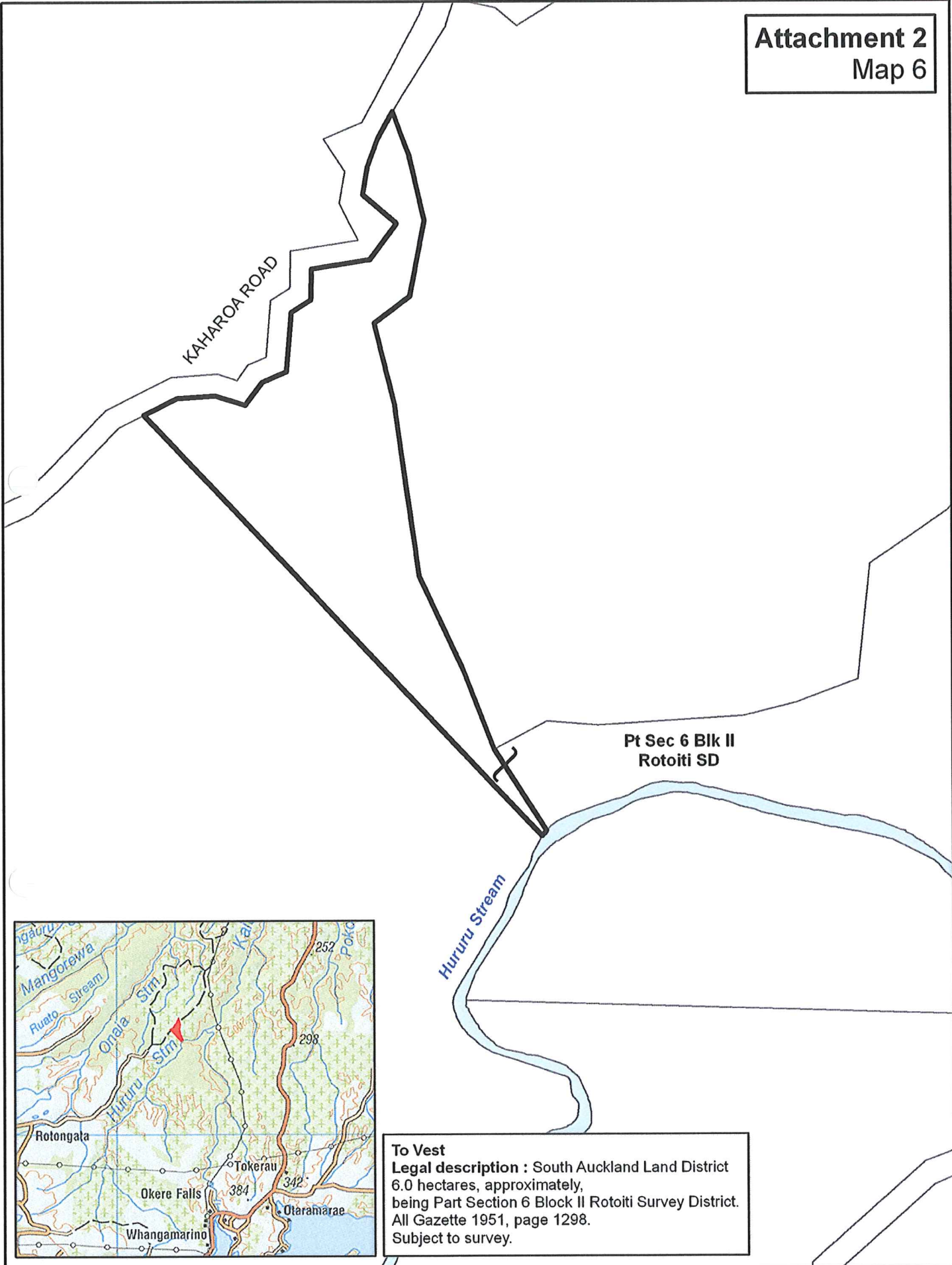


Pt Sec 1 Blk XIV
Maketu SD

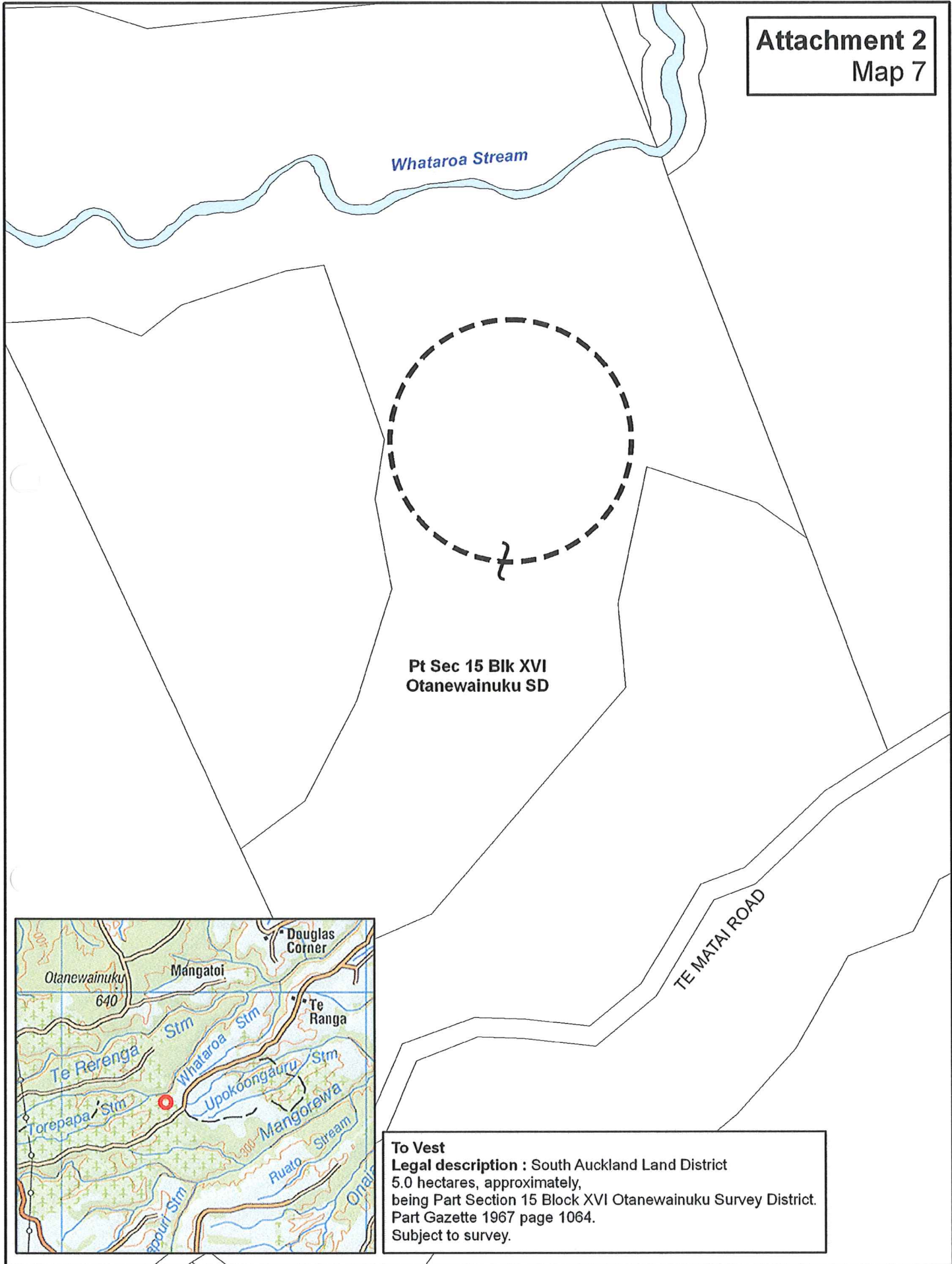


To Vest
Legal description : South Auckland Land District
1.0 hectares, approximately, being
Part Section 1 Block XIV Maketu Survey District.
Part Gazette 1985, page 251.
Subject to survey.

Otangikura from within
Kaharoa Conservation Forest



Site near Pukemapo from within
Kaharoa Conservation Forest



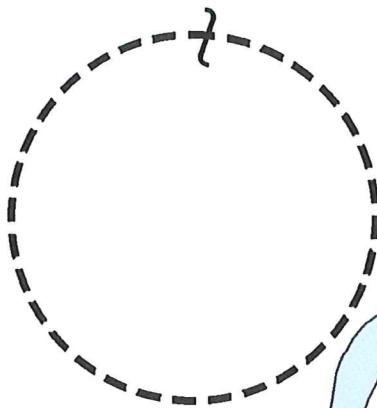
**Pt Sec 15 Blk XVI
Otanewainuku SD**

To Vest
Legal description : South Auckland Land District
5.0 hectares, approximately,
being Part Section 15 Block XVI Otanewainuku Survey District.
Part Gazette 1967 page 1064.
Subject to survey.

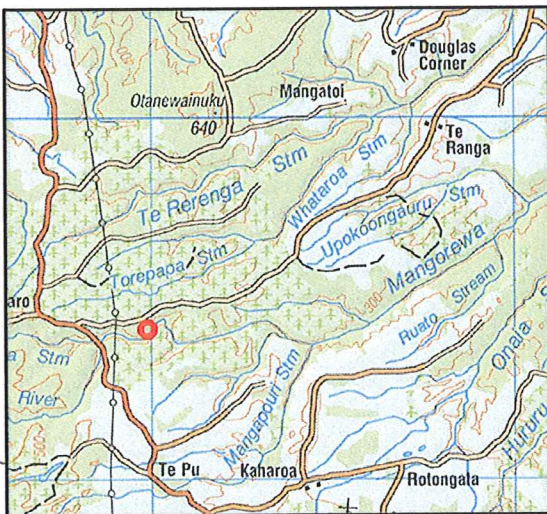
Onaumoko from within Te Matai Conservation Forest

TE MATAI ROAD

Pt Sec 8 Blk IV
Rotorua SD



Mangorewa River



To Vest
Legal description : South Auckland Land District
5.0 hectares, approximately, being
Part Section 8 Block IV Rotorua Survey District.
Part Gazette 1967 page 1064.
Subject to survey.

Whaititiri from within Te Matai Conservation Forest

NGAWARO ROAD

Ohaupara Stream

Sec 13 Blk III
Rotorua SD

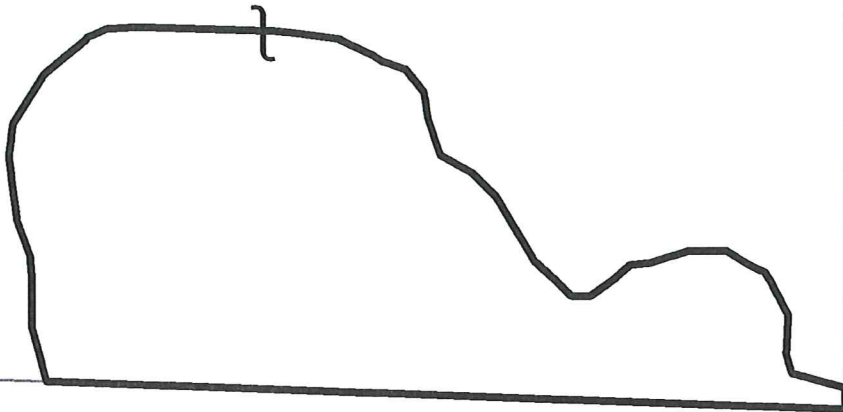


To Vest
Legal description : South Auckland Land District
1.0 hectares, approximately, being
Part Section 13 Block III Rotorua Survey District.
Part Gazette 1983 page 866.
Subject to survey.

Te Paieka from within Mangorewa Conservation Area

Attachment 2
Map 10

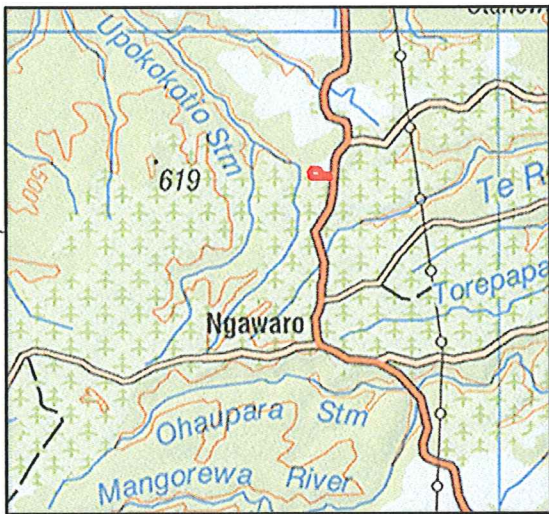
Sec 7 Blk XV
Otanewainuku SD



PYES PA ROAD

DOUGLAS STREET

TURNER STREET

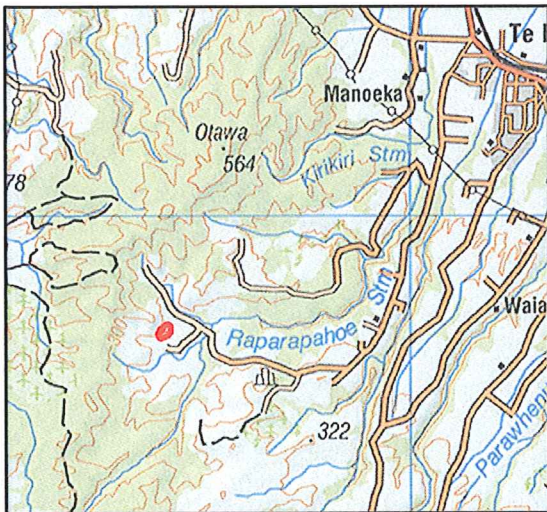


To Vest
Legal description : South Auckland Land District
3.0 hectares, approximately, being
Part Section 7 Block XV Otanewainuku Survey District.
Part Computer Freehold Register 298730.
Subject to survey.

Site from within Taumata Scenic Reserve

Sec 21 Blk VIII
Otanewainuku SD

DEMETER ROAD



To Vest
Legal description : South Auckland Land District
1.4 hectares, approximately, being
Part Section 21 Block VIII Otanewainuku Survey District.
Subject to survey.

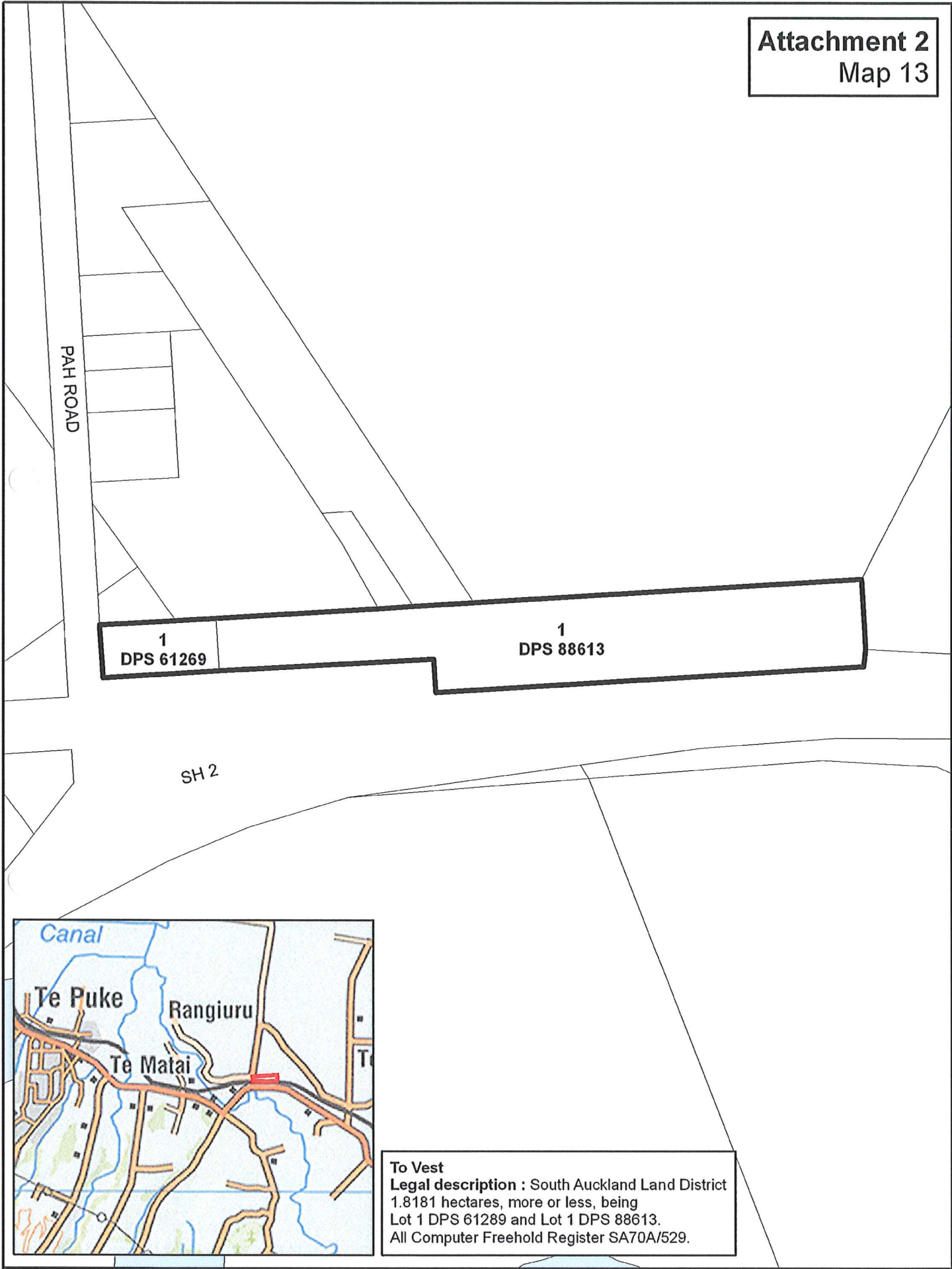
Site from within
Demeter Road Conservation Area

Legal Road (unformed)

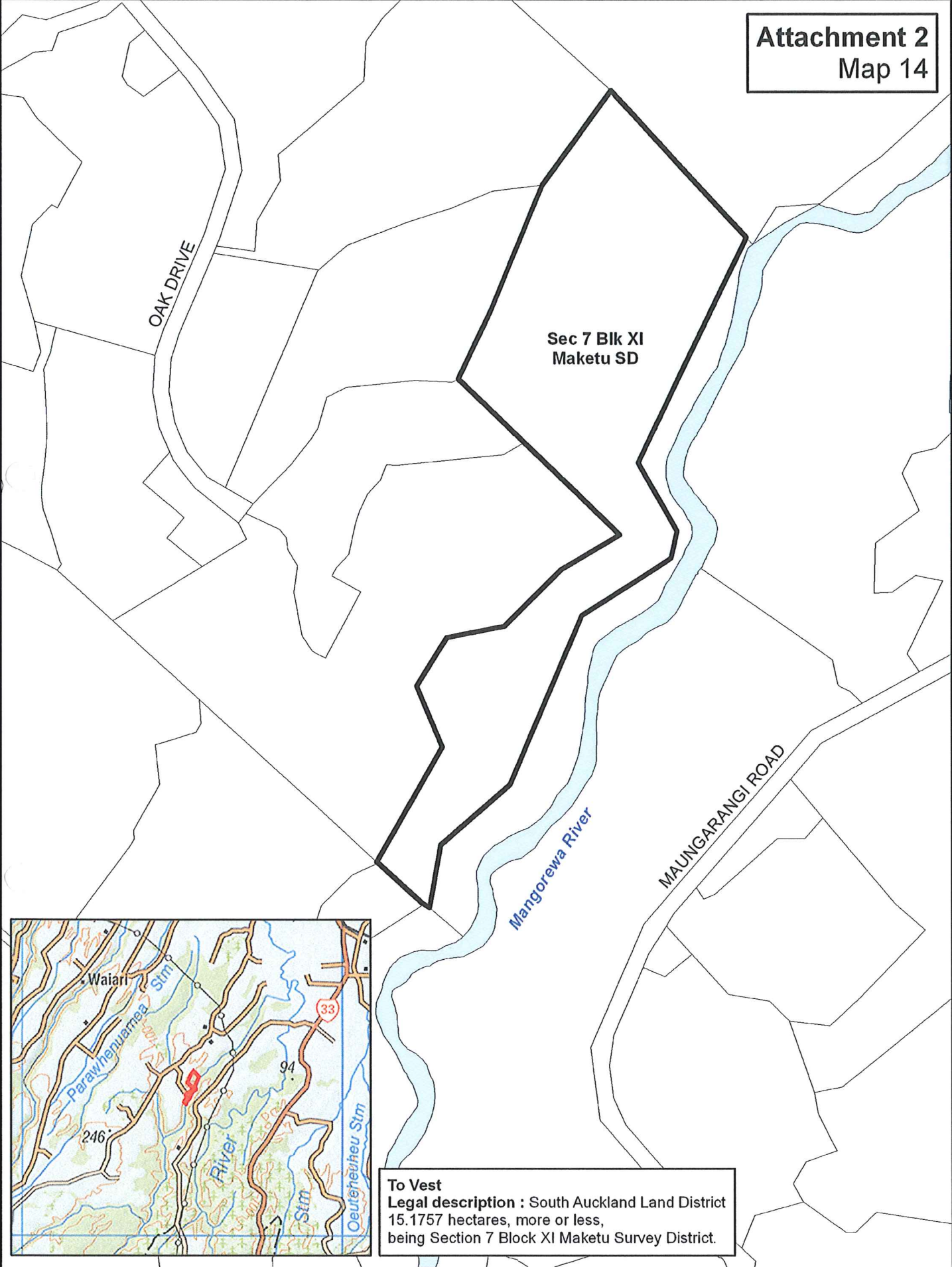
Sec 13 Blk VIII
Otanewainuku SD



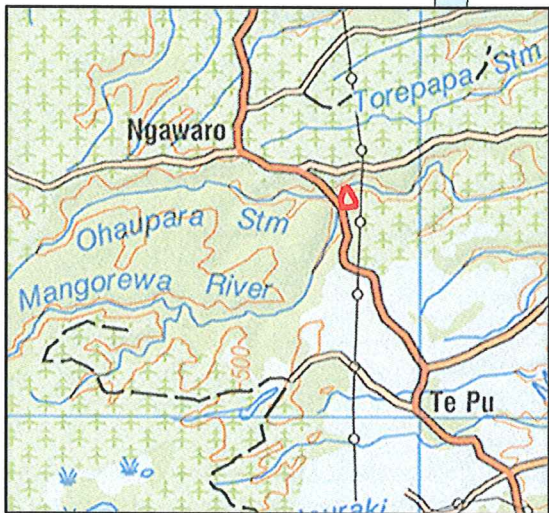
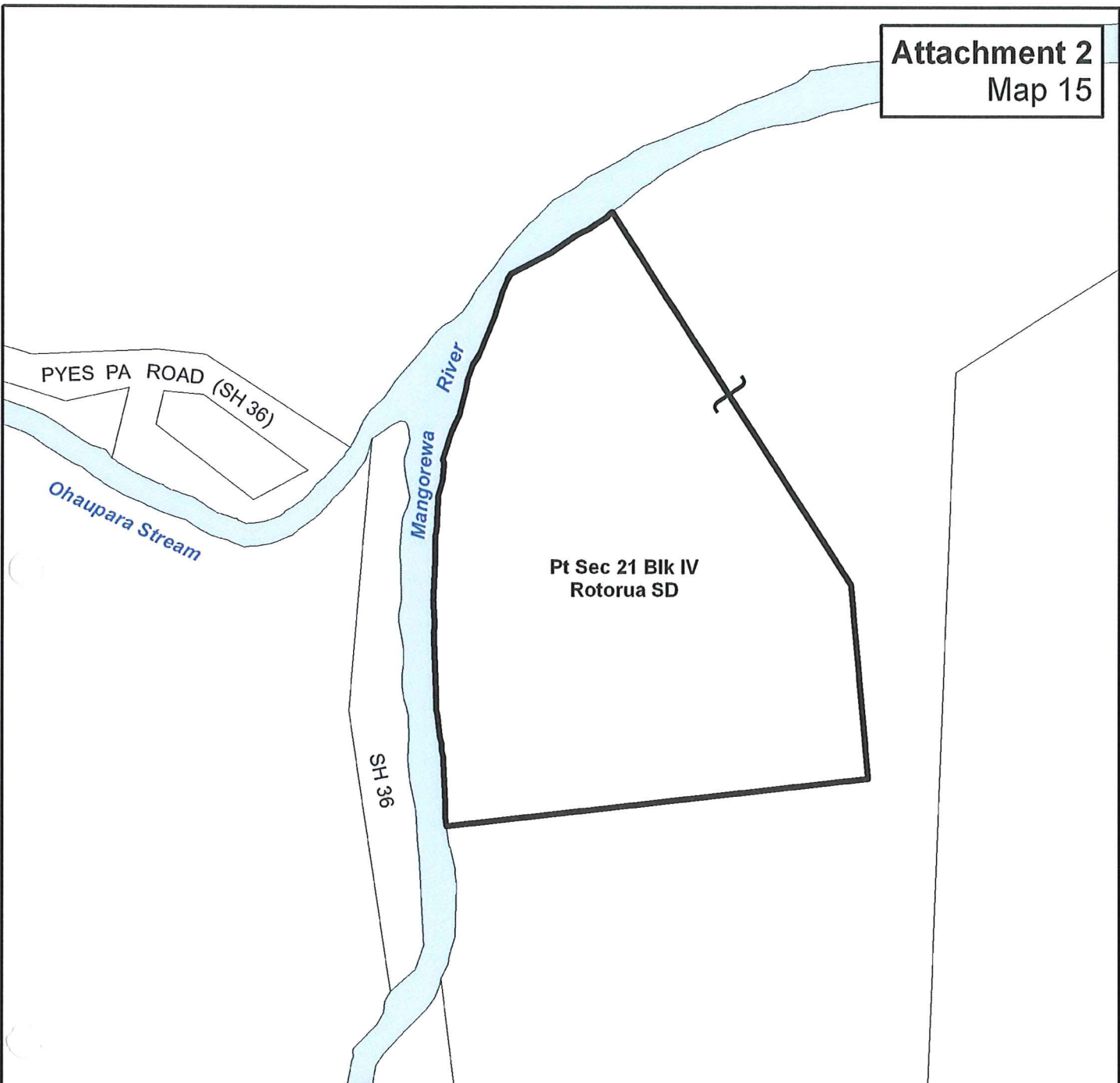
To Vest
Legal description : South Auckland Land District
1.0 hectares, approximately, being
Part Section 13 Block VIII Otanewainuku Survey District.
Part Gazette 1953 page 2008.
Subject to survey.



To Vest
Legal description : South Auckland Land District
1.8181 hectares, more or less, being
Lot 1 DPS 61289 and Lot 1 DPS 88613.
All Computer Freehold Register SA70A/529.



Oak Drive (behind # 73) Paengaroa



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