



Office of Hon Christopher Finlayson

Attorney-General

Minister for Treaty of Waitangi Negotiations

Minister for Arts, Culture and Heritage

12 February 2010

Te Warena Taua
Chief Negotiator
Te Kawerau Iwi Tribal Authority
PO Box 59-243
Mangere Bridge
MANUKAU 2151

WITHOUT PREJUDICE

Tēnā koe

On 22 December 2009, I wrote to you committing to present Te Kawerau ā Maki with a formal Crown offer early in 2010. I thank you and your negotiating team for your patience as my Cabinet colleagues and I considered the proposed redress package.

I have given careful consideration to the issues you have raised with my Chief Negotiator and me, and I would now like to make a formal offer on behalf of the Crown for consideration by Te Kawerau ā Maki. This offer contains the redress that the Crown is willing to provide in settlement of all historical claims of Te Kawerau ā Maki for Crown breaches of the Treaty of Waitangi and its principles. This is the Crown's best and final offer and was approved by Cabinet on 26 January 2010.

If Te Kawerau ā Maki agrees to the offer outlined in this letter I invite you to counter-sign it. This letter, including the attachments, will then take effect as an Agreement in Principle between the Crown and Te Kawerau ā Maki.

The next step will be for the parties to develop the necessary detail to give effect to the redress set out in this offer and to translate that detail into a Deed of Settlement.

Elements of Crown's Offer

The Crown's offer is made up of the following three broad elements:

- (a) Historical Account, Crown Acknowledgements and Crown Apology;
- (b) Cultural Redress; and
- (c) Commercial and Financial Redress.

Historical Account, Crown Acknowledgements and Crown Apology

The Historical Account, Crown Acknowledgements and Crown Apology will outline the basis on which the Crown is settling the historical claims of Te Kawerau ā Maki.

The Historical Account will outline the historical relationship between the Crown and Te Kawerau ā Maki. On the basis of the Historical Account, the Crown will acknowledge that certain actions or omissions of the Crown were in breach of the Treaty of Waitangi and its principles. The Crown will then offer an apology to Te Kawerau ā Maki for the acknowledged breaches of the Treaty of Waitangi and its principles.

The Crown and Te Kawerau ā Maki have largely agreed upon the key themes and structure of a Historical Account (**Attachment One**). This will form the basis for developing the full Historical Account, the Acknowledgements and the Apology for inclusion in the Deed of Settlement.

Cultural Redress

A summary of the cultural redress offer is attached as **Attachment Two** to this letter.

With respect to Kopironui, the Crown offer takes into consideration your request for an increase in the land area from 60 hectares to 119 hectares. The Crown will gift to the descendants of the former owners, or to an entity on their behalf, land that Te Kawerau ā Maki ancestors lived on at Kopironui and that was taken under the Public Works Act. That entity will need to be accountable to all former owners from whom the land was taken, regardless of whakapapa. The precise land area has still to be determined but I understand it may be approximately 110 hectares.

Commercial and Financial Redress

A summary of the financial and commercial redress offer is attached as **Attachment Three** to this letter.

At our meeting on 15 December 2009, you requested clarification of the quantum offer and assurance of its fairness relative to other claimant groupings. I can give you my assurance on this. The Crown's quantum offer takes into account the amount of land Te Kawerau ā Maki has lost, the manner in which the land was lost and the population of Te Kawerau ā Maki. These factors have also been used to develop Crown offers to other claimant groups in Tāmaki Makaurau and elsewhere in the country. I have also considered the special factors you raised, such as the lack of marae. I have held several discussions with the Minister of Finance on this issue and can confirm there will be no increase in the Crown's quantum offer.

On 23 December 2009, you wrote requesting an on-account payment at Agreement in Principle to assist Te Kawerau ā Maki in preparing for settlement legislation. It is for reasons of fairness and consistency with other claimant groupings in the Tāmaki Makaurau region that I am declining this request.

The Crown has approved claimant funding for Te Kawerau ā Maki for the period from Agreement in Principle to Deed of Settlement. I am also aware that Te Kawerau ā Maki is a client of the Crown Forestry Rental Trust (CFRT) and I will instruct my officials to co-operate with you in providing information to facilitate an application for ongoing CFRT assistance to Te Kawerau ā Maki over this period.

Conditions of the Crown's Offer

This Offer Letter, once signed by the parties, will reflect a high-level agreement in principle between the Crown and Te Kawerau ā Maki. It is not legally binding and does not create legal relations between the parties.

Upon the counter-signing of the Offer Letter, my officials will begin working with Te Kawerau ā Maki towards a Deed of Settlement. Ratification by Te Kawerau ā Maki and the approval of relevant Ministers and Cabinet will be required before the signing of the Deed of Settlement.

The Crown offer is also subject to the Crown confirming any overlapping claims or interests by other groups have been addressed to the satisfaction of the Crown.

I attach as **Attachment Four** the key definitions, terms and conditions that apply to the Crown's offer.

Other issues

Fisheries Quota

In response to concerns you have expressed regarding Te Kawerau ā Maki's fisheries entitlement, I will write to Te Ohu Kaimoana about your concerns.

Kōiwi at Auckland International Airport

In my capacity as the Minister for Arts, Culture and Heritage, I will invite the Historic Places Trust Board to establish a relationship with Te Kawerau ā Maki and other affected iwi/hapū for the purposes of progressing the matters raised in relation to kōiwi at Auckland International Airport.

Social Revitalisation / Marae Development

You asked at our meeting of 15 December for specific financial redress for social revitalisation/marae development purposes and have made further inquiries about this with my officials this month. I am not prepared to offer Te Kawerau ā Maki any specific social revitalisation/marae development redress and I can assure you that the offer to Te Kawerau ā Maki reflects your specific grievances.

Onekiritēa

In terms of your specific request for land at Onekiritēa in Hobsonville, the Crown offer includes a commitment to explore cultural redress at Onekiritēa. This includes the facilitation of discussions between Te Kawerau ā Maki, Ngāti Whātua o Kaipara and Housing New Zealand Corporation over the Hobsonville site. I would expect these discussions to conclude before a deed of settlement could be reached with Te Kawerau ā Maki.

Kaumātua Flats at Ruaiti Street

You asked for a commitment to explore the transfer of the kaumātua flats at Ruaiti Street, near Makaurau marae. My officials have investigated the title of the land at Ruaiti Street and it appears to be in private ownership. It is therefore unable to be offered as settlement redress.

Next Steps

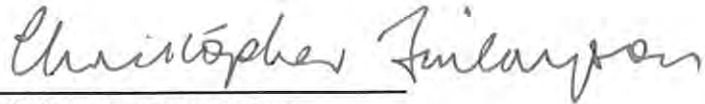
I invite you to counter-sign this letter, which will then take effect as an Agreement in Principle between the Crown and Te Kawerau ā Maki. The next step will be for the parties to work towards a Deed of Settlement.

Reaching a Deed of Settlement will be conditional on satisfactory outcomes with respect to the matters contained in the Ngā Mana Whenua o Tāmaki Makaurau – Crown Framework Agreement. These matters include redress involving maunga, mōtū/islands and harbours and the operation of a right of first refusal.

If Te Kawerau ā Maki accepts this offer, I am confident that we will continue to work together in good faith. I will prioritise this settlement in the work programme for the Office of Treaty Settlements and instruct officials to draft a Deed of Settlement and settlement Bill concurrently with a view to settlement legislation being introduced in 2011.

Once again, thank you and your negotiating team for the continued dedication and constructive approach you have taken to negotiations with the Crown.

Nāku noa, nā



Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations



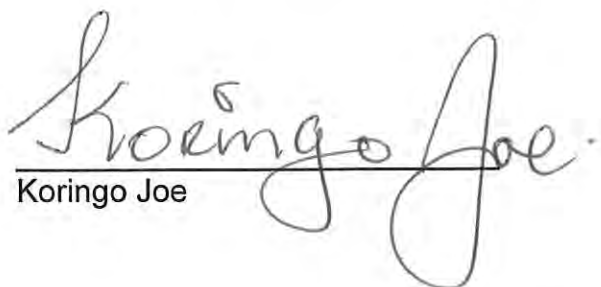
Hon Dr Pita R Sharples
Minister of Māori Affairs

For and on behalf of Te Kawerau Iwi Tribal Authority:



Te Warena Taua M.N.Z.M.
Chief Negotiator

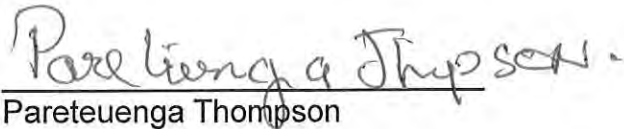
Nga rangatira me nga kaumatua o Te Kawerau ā Maki:



Koringo Joe



Hori Winikerei Taua



Pareteuenga Thompson



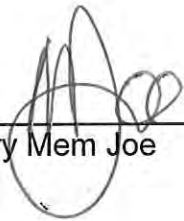
Ngarama Walker



Miriama Te Wai o Pareira Tamaariki



Eru Thompson



Mary Mem Joe



Hamuera Taua

Paul Harper

Harper

Harper

Harper Harper

Harper

Harper

Harper

Wactara Black.

Te O kuraa Sheer

R. Nuy

"Le Jehu O Nyatis Manuhumini E"
Mook Hohock

~~Christine Barnes~~
Christine Barnes Ngati Manuhiri Kawerau
Pamera Warner.

Nhakarongotai Rhoda Hohepa Ngati Rangō Kawerau -

Christine Parke Ngati Wātua Ngati Hei

~~Rangitahi~~
Rangitahi

deputy Mayor Waitakeo City

Mr. Roberts Te Kawerau a maki

Mr. J. J. Chair Te Tauranga Rauanga 2008/2010

Rangi Lewin Te Huoro

Wade Le Akitai

Puhikua Wade Te Akitai

Mr. Janet Mason Rangi Le

ATTACHMENT ONE

HEADINGS FOR TE KAWERAU Ā MAKI HISTORICAL ACCOUNT

1. Te Kawerau ā Maki
2. Old Land Claims and Pre-emption Waiver Claims
3. Crown Purchases 1841-1865
4. Native Land Court and Land Alienation 1864-1900
5. Land Administration in the Twentieth Century
6. Specific Grievances
 - Loss of urupā and access to urupā
 - Parihoa (Constable Native Reserve)
 - Kopironui
 - Puketotara
7. Socio-Economic Consequences - Te Kawerau ā Maki Today

ATTACHMENT TWO

CULTURAL REDRESS

The Deed of Settlement (and Settlement Legislation where necessary) will provide for the following cultural redress.

General

1. This offer includes instruments that are designed to recognise the historical, traditional, spiritual and cultural associations of Te Kawerau ā Maki.
2. Unless otherwise specified, the value of the Cultural Redress is not off-set against the settlement quantum.

Cultural Redress Properties

Sites to be vested in Te Kawerau ā Maki

3. Table 1 below sets out the Cultural Redress Properties that the Crown offers to vest in fee simple estate in Te Kawerau ā Maki. These vestings will be subject to the conditions and encumbrances noted in Table 1 below.

Table 1: Sites to be vested in fee simple

| Site | Details/size | Encumbrances |
|---------------------------------|---|---|
| Goldie Bush Scenic Reserve | Approximately one hectare – to encompass a pa site | Subject to scenic reserve status |
| Henderson Valley Scenic Reserve | 29 hectares | Subject to scenic reserve or covenant |
| Swanson Conservation Area | 20 hectares | Subject to covenant |
| Te Henga Recreation Reserve | Approximately 0.5 hectares near Te Henga walkway entrance | Subject to a status appropriate for a new urupā |

Kopironui

4. The Deed of Settlement and the Settlement Legislation will provide for the transfer at no cost of the Kopironui block (approximately 110 ha) located within the Woodhill Crown Forest to an entity on behalf of the former owners whose land was taken under the Public Works Act.

Statutory Acknowledgements

5. The Deed of Settlement and the Settlement Legislation will provide for statutory acknowledgements to be made in relation to the following areas (shown in Table 2), to the extent they remain in Crown ownership:

Table 2: Statutory Acknowledgements

| Site | Details/size |
|------------------------------------|---------------|
| Te Henga Scenic Reserve | 84 hectares |
| Goldie Bush Scenic Reserve | 192 hectares |
| Motutara Settlement Scenic Reserve | 94.5 hectares |

6. Statutory acknowledgements provide for the Crown to acknowledge in the Settlement Legislation a statement by Te Kawerau ā Maki of their cultural, spiritual, historic and traditional association with a particular area. They further provide for:
- a. relevant consent authorities, the New Zealand Historic Places Trust, and the Environment Court to have regard to the statutory acknowledgements;
 - b. relevant consent authorities to forward to the Governance Entities summaries of resource consent applications for activities within, adjacent to, or impacting directly on, the area in relation to which a statutory acknowledgement has been made; and
 - c. the Governance Entities and any member of Te Kawerau ā Maki to cite to consent authorities, the New Zealand Historic Places Trust and the Environment Court the statutory acknowledgement as evidence of the association of Te Kawerau ā Maki with the area in relation to which the statutory acknowledgement has been made.
7. The statutory acknowledgements provided to the Governance Entities will, in substance, be provided on similar terms to those provided in recent Treaty settlements. In particular, the statutory acknowledgements:
- a. will not affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; and
 - b. will not prevent the Crown from providing a statutory acknowledgement to persons other than Te Kawerau ā Maki or the Governance Entities with respect to the same area.

Co-Governance Over Public Conservation Land

8. The Crown offers to explore any aspirations that Te Kawerau ā Maki has for co-governance with the Department of Conservation over those public conservation lands which are not transferred to Te Kawerau ā Maki. This matter will be the subject of further consideration and discussion between Te Kawerau ā Maki and the Crown in early 2010.

Coastal Statutory Acknowledgements

9. The Crown offers to provide statutory acknowledgements over coastal areas of significance to Te Kawerau ā Maki.
10. In accordance with the regional approach adopted for the Tāmaki/Kaipara region, the Crown proposes that Te Kawerau ā Maki nominate proposed areas for coastal statutory acknowledgements and discuss these areas with any iwi/hapū with shared interests in the areas. Coastal statutory acknowledgements may overlap.

Place Name Changes

11. The Crown invites Te Kawerau ā Maki and the other Tāmaki Makaurau mandated groups to work together on a joint list for submission to the New Zealand Geographic Board / Ngā Pou Taunaha o Aotearoa, to be processed under the usual statutory provisions followed by the Board. The Crown will then submit the list of proposed changes to the New Zealand Geographic Board / Ngā Pou Taunaha o Aotearoa for its consideration.

Hobsonville

12. Te Kawerau ā Maki has expressed a strong interest in the land held by the Crown at Hobsonville, and particularly in Bomb Point or Onekiritea, where Te Kawerau ā Maki hopes to establish a marae. This land is currently the subject of a major development by Housing New Zealand Corporation through its wholly-owned subsidiary the Hobsonville Land Company Ltd. Ngāti Whātua o Kaipara has also expressed an interest in this land.
13. The Crown will explore the possibility of cultural redress for Te Kawerau ā Maki at Onekiritea. The Crown will write to Housing New Zealand Corporation and invite it to enter into a Memorandum of Understanding with Te Kawerau ā Maki and Ngāti Whātua o Kaipara regarding matters including:
 - a. how to recognise and respect the traditional history of the tangata whenua iwi and hapū in the area; and
 - b. co-operation on commercial matters, including the removal of existing houses to accommodate the new development.
14. The Memorandum of Understanding should also agree to a process to respond to Te Kawerau ā Maki's particular aspirations for Bomb Point / Te Onekiritea.

River/Lakebed Statutory Acknowledgements

15. The Crown offers to explore creating statutory acknowledgments over rivers and lakebeds of historical, traditional, cultural and/or spiritual significance to Te Kawerau ā Maki.
16. The riverbed/lakebed statutory acknowledgements would be non-exclusive and relate only to those Crown-owned portions of the riverbed/lakebed.

17. The riverbed/lakebed statutory acknowledgements provided to the Governance Entity will, in substance, be on similar terms to those provided in recent Treaty settlements. In particular, they:
- a. will not affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; and
 - b. in relation to riverbeds will not include:
 - i. a part of the bed of the waterway that is not owned by the Crown; or
 - ii. land that the waters of the waterway do not cover at its fullest flow without overlapping its banks; or
 - iii. an artificial watercourse; or
 - iv. a tributary flowing into the waterway (unless expressly provided for in this Offer Letter).
 - c. in relation to lakebeds will not include:
 - i. any part of the lakebed that is not owned by the Crown; or
 - ii. any land that is not within an accepted legal definition of lakebed; or
 - iii. a man-made or artificial lake; or
 - iv. waterways flowing into or out of the lake.
18. The Crown offering riverbed/lakebed statutory acknowledgements with the Governance Entity will not prevent the Crown from providing such redress, or providing other redress (to the extent that it is consistent with the statutory acknowledgements) to persons other than Te Kawerau ā Maki or the Governance Entity with respect to the same area.

Fisheries Redress

19. The Crown offers that the Ministry of Fisheries will assist in the development of an Iwi Management Plan that includes the objectives, values and aspirations of Te Kawerau ā Maki with respect to fisheries, with a view to integrating their customary, commercial, environmental and recreational interests.
20. The Iwi Management Plan will provide input and participation into the development of the relevant Fisheries Management Plan for the area and shall be given particular regard by the Minister of Fisheries in decisions applying to that Plan.

Relationship Redress

Protocols

21. A protocol is a statement issued by a Minister of the Crown setting out how a particular government agency intends to:
- a. exercise its functions, powers and duties in relation to specified matters within its control in the claimant group's protocol area; and
 - b. consult and interact with the claimant group on a continuing basis and enable that group to have input into its decision-making processes.
22. The Crown offers for the Deed of Settlement and the Settlement Legislation to provide for the following Ministers to issue protocols to Te Kawerau ā Maki:

- a. the Minister of Energy; and
 - b. the Minister for Arts, Culture and Heritage.
23. The Crown proposes that the protocols will be, in substance, on the same terms as those provided in recent Treaty settlements. All protocols will be developed between the Offer Letter and the Deed of Settlement, and will comply with the applicable legislation.

Promotion of relationship with local authorities

24. Following the signing of the Deed of Settlement, the Crown will write to Auckland Council encouraging it to enter into a Memorandum of Understanding with Te Kawerau ā Maki in respect of matters within Te Kawerau ā Maki's area of interest.

Promotion of relationship with museums and art galleries

25. Following the signing of the Deed of Settlement, the Crown offers to issue letters from the Minister for Treaty of Waitangi Negotiations to encourage the establishment of a relationship between Te Kawerau ā Maki and domestic museums and art galleries.

ATTACHMENT THREE

FINANCIAL AND COMMERCIAL REDRESS

1. The Deed of Settlement (and Settlement Legislation where necessary) will provide for the following financial and commercial redress.

Quantum

2. The quantum to be paid under the settlement is \$6.5 million.
3. The quantum to be paid on Settlement Date will be \$6.5 million, less the market value of any commercial redress properties selected for transfer on Settlement Date.

Interest

4. The Deed of Settlement will provide for the Crown to pay Te Kawerau ā Maki interest on the principal amount of \$6.5 million from (and including) the date of signing of this Offer Letter to Settlement Date.
5. Interest will:
 - a. be at the Official Cash Rate calculated on a daily basis;
 - b. not compound;
 - c. be paid to the Governance Entity on the Settlement Date; and
 - d. be subject to normal taxation law.

Crown Forest Licensed Land Redress

6. Te Kawerau ā Maki will have the opportunity to purchase the Crown's interest in the Riverhead Forest at its market valuation.
7. If Te Kawerau ā Maki agrees to purchase the Crown's interest in the Riverhead Forest, the iwi will also receive the accumulated rentals associated with that forest.

Commercial Redress Properties

8. The Crown offers to provide Te Kawerau ā Maki the ability to purchase certain Crown properties (including landbank properties) up to a total value of 125 percent of the quantum. Of this, up to 100 percent of the quantum could be used to purchase Crown Forest Licensed land.

Property List Provisions

9. The property lists below are draft lists and are therefore subject to further discussions with Te Kawerau ā Maki and final confirmation from the Crown that the properties listed are available. The Crown will undertake that investigation process in good faith. In the event any property is not available, the Crown will be under no obligation to

substitute that property with another property, but will, in good faith, consider alternative properties that may be available.

10. All properties proposed to be made available are subject to the agreement of relevant Ministers.
11. The information in these tables and that provided to date is indicative only and subject to confirmation by the Crown.
12. In addition, the availability of the properties for transfer will be subject to the matters specified in this Crown offer.
13. All commercial redress is dependent on the resolution of shared interests in the sites listed.

Commercial Properties for Purchase

14. Te Kawerau ā Maki may select on Settlement Date to purchase any of the properties held in the Office of Treaty Settlements' landbank that are situated in Waitakere City, subject to resolving any shared interests in these sites from other iwi/hapū. The Crown will work with Te Kawerau ā Maki to develop a process to address this.
15. Te Kawerau ā Maki is also offered the ability to purchase the Clark House site through a deferred selection mechanism within two years of it being declared surplus by the New Zealand Defence Force and subject to the resolution of overlapping claims with Ngāti Whātua o Kaipara.

Table 3: Commercial Properties for Purchase

| Site | Details/size | Subject to the resolution of overlapping claims |
|---|--------------|---|
| Commercial Properties for Purchase at Settlement Date | | |
| Landbanked properties in Waitakere City | | With other iwi/hapū with shared interests |
| Purchase through deferred (two year) selection process | | |
| Clark House site | 5 ha | With Ngāti Whatua o Kaipara |

16. The market value of the properties to be purchased in Table 3 will be deducted from the quantum to be paid to Te Kawerau ā Maki on Settlement Date.
17. The valuation date to apply to all of the properties listed in this section will be either the date of the signing of this Offer Letter by both parties or the date of the Deed of Settlement, on the condition that a Deed of Settlement is signed within two years of the signing of this Offer Letter.
18. If a Deed of Settlement is not signed within two years of the signing of this Offer Letter by both parties, the valuation date will be updated to current market value.

Right of First Refusal (RFR)

19. Due to the extent of shared interests in Tāmaki Makaurau, partitioning areas off for individual iwi/hapu to receive exclusive RFRs is unfeasible.
20. Te Kawerau ā Maki will be a party to the Ngā Mana Whenua o Tāmaki Makaurau – Crown Framework Agreement, through which it will have a right of first refusal over properties held by core Crown agencies in Tāmaki Makaurau for a period of 170 years. A Framework Agreement between the Crown and Ngā Mana Whenua o Tāmaki Makaurau will outline this redress in more detail.

Commitment to Explore Purchase and Leaseback

21. The Crown will also explore providing Te Kawerau ā Maki the ability to purchase and leaseback specific sites, subject to negotiating mutually acceptable terms, within Te Kawerau ā Maki's area of interest as listed in Table 4.
22. Discussions have commenced with the Ministry of Education regarding these properties. A number of issues have been identified. These issues will have to be resolved if these properties are to become available for purchase and leaseback.
23. The Crown will also explore the ability for Te Kawerau ā Maki to purchase and leaseback the Auckland (Paremoremo) Prison (land only) and the adjoining housing block at the Auckland (Paremoremo) Prison (land and improvements). These are strategic assets for the Crown and present some challenges, and the Crown is committed to exploring providing them as redress if possible.

Table 4: Commitment to Explore Sites for Purchase and Leaseback

| Site | Details/size | Subject to the resolution of overlapping claims |
|--|--------------|--|
| Commitment to explore Purchase and Leaseback | | |
| Up to six Ministry of Education properties | | With any groups with shared interests in those sites |
| Auckland Prison (Paremoremo) (land only) | 82 hectares | With Ngāti Whātua o Kaipara |
| Adjoining housing block at Auckland Prison (land and improvements) | 32 hectares | With Ngāti Whātua o Kaipara |

Agreement Process for Commercial Redress Properties

24. Following the signing of this Offer Letter by both parties, the Crown and Te Kawerau ā Maki will work with Ngāti Whātua o Kaipara to agree a process for the selection of the commercial redress properties provided to the two groups.
25. For the avoidance of doubt, the Crown will require evidence that there has been agreement between the Te Kawerau ā Maki and Ngāti Whātua o Kaipara on the selection process and allocation of properties before any commercial redress property may be selected (whether for transfer on Settlement Date, for purchase and leaseback, under deferred selection or under the right of first refusal).

ATTACHMENT FOUR

DEFINITIONS, TERMS AND CONDITIONS OF CROWN OFFER

Definitions

Key terms used in this document are defined as follows:

Commercial Redress Properties means those properties referred to in Attachment Three.

Crown means:

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

Cultural Redress means the redress provided within this Offer Letter intended to meet the cultural rather than economic interests of a claimant group in the settlement of their Historical Claims.

Cultural Redress Properties means those properties referred to in Attachment Two.

Deed of Settlement means the Deed of Settlement that will be entered into between the Crown and Te Kawerau ā Maki setting out the full detail of the final settlement of the Historical Claims.

Governance Entity means the governance entity to be established and ratified by Te Kawerau ā Maki to receive and manage the settlement assets on behalf of Te Kawerau ā Maki.

Historical Claims means every claim (whether or not the claims have been considered, researched, registered or notified) that Te Kawerau ā Maki (or any representative entity of Te Kawerau ā Maki) has that:

- a. is founded on rights arising from Te Tiriti o Waitangi / the Treaty of Waitangi, or its principles, whether based on legislation, common law (including customary law and aboriginal title), fiduciary duty, or otherwise;

- b. arises from or relate to acts or omissions before 21 September 1992:
 - i) by or on behalf of the Crown; or
 - ii) by or under legislation; and
- c. includes every claim to the Waitangi Tribunal that relates specifically to Te Kawerau ā Maki, including Wai 470; and
- d. does not include a claim that a member of Te Kawerau ā Maki or a whānau, hapū or group of Te Kawerau ā Maki may have that is founded on a right arising as a result of being descended from an ancestor to whom the definition of Te Kawerau ā Maki (below) does not apply.

Offer Letter means this letter containing the redress the Crown and Te Kawerau ā Maki have agreed to, in principle, for the settlement of the Historical Claims.

Te Kawerau ā Maki means:

- a. the collective group composed of persons who descend from two or more of the following ancestors and who exercised customary rights predominantly within the Te Kawerau ā Maki area of interest at any time after 6 February 1840:
 - i) Tawhia ki te Rangi (also known as Te Kawerau ā Maki); and/or
 - ii) Mana; and/or
 - iii) Te Au o Te Whenua; and/or
 - iv) Kowhatu ki te Uru.
- b. any whānau, hapū or group of individuals to the extent that that whānau, hapū or group of individuals is composed of individuals referred to in (a) above;
- c. every person referred to in (a) above;
- d. for the purpose of (a) above, a person is **descended** from another person if the first person is descended from the other by:
 - i) birth;
 - ii) legal adoption; and/or
 - iii) Māori customary adoption in accordance with Te Kawerau ā Maki tikanga.
- e. for the purposes of (a) above, **customary rights** means rights held according to tikanga Māori (Māori customary law, values and practices), including through:
 - i) rights to occupy land;
 - ii) rights relating to the use and stewardship of lands or resources; and/or
 - iii) rights of burial.

- f. for the purposes of (a) above, **area of interest** means the area identified on the map marked **Appendix A** in the Te Kawerau ā Maki Terms of Negotiation.

Trust means the Te Kawerau Iwi Tribal Authority, the mandated body recognised to represent Te Kawerau ā Maki in negotiations with the Crown.

Settlement Date means the date 60 business days following the enactment of the Settlement Legislation, being the date on which the settlement redress is to be transferred to Te Kawerau ā Maki.

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

Terms and Conditions

1. This Crown offer contains only a summary of the Crown's redress offer to Te Kawerau ā Maki, and is subject to the terms and conditions set out in this Offer Letter, including as set out below. The details of the redress will be negotiated and developed further by the parties in preparation for the signing of a Deed of Settlement.
2. This Offer Letter, once signed by the parties, will reflect a high-level agreement in principle between the parties. This high-level agreement is subject to negotiation of outstanding matters, and is also subject to amendment following consultation, negotiation, and additional material becoming available. It will not be legally binding and does not create legal relations between the parties.
3. Unless otherwise provided for in this Offer Letter, the conditions that have applied in Agreements in Principle for recent Treaty settlements will apply to this offer (if counter-signed).
4. The Deed of Settlement will include provisions relating (but not limited) to:
 - a the claimant definition for Te Kawerau ā Maki ;
 - b the definition of the Historical Claims to be settled by the Deed of Settlement;
 - c acknowledgements concerning the settlement and the redress to be provided;
 - d acknowledgements concerning the settlement and its finality;
 - e removal of statutory protections and land banking arrangements; and
 - f taxation.
5. The offer set out in this Offer Letter is made on a without prejudice basis, and:
 - a is not to be used as evidence in any proceedings before, or presented to, the Courts, the Waitangi Tribunal and any other judicial body or tribunal; and
 - b does not affect the Terms of Negotiations between Te Kawerau ā Maki and the Crown.

6. This Offer Letter and the Deed of Settlement (as appropriate) will be subject to the following conditions:

Ngā Mana Whenua o Tāmaki Makaurau – Crown Framework

- a. no Deed of Settlement will be entered into between the Crown and Te Kawerau ā Maki until the Ngā Mana Whenua o Tāmaki Makaurau – Crown Framework Agreement has been finalised and executed;

Overlapping Interests

- b. all outstanding elements of the cultural redress offer being resolved;
- c. all other elements of the settlement redress remain subject to the Crown confirming that the overlapping interests of the Tāmaki mandated groups have been addressed to the satisfaction of the Crown;
- d. the Crown confirming that overlapping interests from other claimant groups in relation to any part of the settlement redress have been addressed to the satisfaction of the Crown in respect of that item of redress;

Cabinet agreement

- e. Cabinet agreeing to the settlement and the redress to be provided to Te Kawerau ā Maki;

Ratification

- f. the Trust obtaining, before the Deed of Settlement is signed, a mandate from their constituents (through a process agreed by the Trust and the Crown) authorising them to:
- i) enter into the Deed of Settlement on behalf of Te Kawerau ā Maki; and
 - ii) in particular, settle the Historical Treaty Claims on the terms provided in the Deed of Settlement;

Governance Entity

- g. the establishment of a Governance Entity prior to the introduction of Settlement Legislation that the Crown is satisfied:
- i) is an appropriate entity to receive the settlement redress;
 - ii) has been ratified by Te Kawerau ā Maki (through a process agreed by the Trust and the Crown) as appropriate to receive that redress; and
 - iii) has a structure that provides for:
 - A. representation of Te Kawerau ā Maki;
 - B. transparent decision-making and dispute resolution processes; and
 - C. full accountability to Te Kawerau ā Maki;
- h. the Governance Entity signing a Deed of Covenant which includes, amongst other things, a commitment to be bound by the terms of the Deed of Settlement;

Settlement Legislation

- i. the passing of Settlement Legislation to give effect to parts of the settlement. The Crown will not be obliged to propose Settlement Legislation for introduction into

Parliament until the Governance Entity has been established and has signed a Deed of Covenant, through which the Governance Entity covenants with the Crown that it is party to the Deed of Settlement and agrees to be bound by it; and

- j. Te Kawerau ā Maki supporting the passage of the Settlement Legislation.

Specific Conditions for Vesting or Transfer of Properties

7. The vesting or transfer of properties will be subject to:
 - a. further identification and survey of sites where appropriate;
 - b. the exclusion of sites (or part thereof) that are public foreshore and seabed (as defined in the Foreshore and Seabed Act 2004);
 - c. the agreement of the Minister or Chief Executive of the land holding agency (as appropriate) that the property is available for vesting or transfer;
 - d. any specific conditions and encumbrances (including those listed in the Tables in this letter of agreement), or terms of transfer applicable to any specific property;
 - e. any other express provisions relating to specific properties that are included in this Offer Letter or the Deed of Settlement;
 - f. any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the property to be vested or transferred, either existing at the date the Deed of Settlement is signed, or which are identified in the disclosure information to be provided to Te Kawerau ā Maki as rights or encumbrances to be created;
 - g. the creation of marginal strips where Part 4A of the Conservation Act 1987 so requires, except as expressly provided;
 - h. the reservation of Crown-owned minerals under sections 10 and 11 of the Crown Minerals Act 1991;
 - i. any other specific provisions that are included in the Deed of Settlement; and
 - j. subject to due consideration of any third party rights and obligations that may exist, such as those under the Public Works Act 1981, in relation to the property.
8. Unless otherwise specified, the Governance Entity will be responsible following transfer for the maintenance of the Commercial and Cultural Redress Properties, including any future pest control (including flora and fauna), fencing, interpretation material, required biosecurity responses, and removal of refuse if required. The Governance Entity will also become liable for the payment of any rates that become payable after transfer of the Commercial and Cultural Redress Properties to the Governance Entity.
9. Following the signing of this Offer Letter, the Crown will prepare disclosure information in relation to each property to be vested or transferred, and will provide such information to Te Kawerau ā Maki. If any properties are unavailable for vesting or transfer, the Crown has no obligation to substitute such properties with other properties but, in good faith, will consider alternative redress options.

12 February 2010

Te Warena Taua
Chief Negotiator
Te Kawerau Iwi Tribal Authority
PO Box 59-243
Mangere Bridge
MANUKAU 2151

WITHOUT PREJUDICE

Tēnā koe

On 22 December 2009, I wrote to you committing to present Te Kawerau ā Maki with a formal Crown offer early in 2010. I thank you and your negotiating team for your patience as my Cabinet colleagues and I considered the proposed redress package.

I have given careful consideration to the issues you have raised with my Chief Negotiator and me, and I would now like to make a formal offer on behalf of the Crown for consideration by Te Kawerau ā Maki. This offer contains the redress that the Crown is willing to provide in settlement of all historical claims of Te Kawerau ā Maki for Crown breaches of the Treaty of Waitangi and its principles. This is the Crown's best and final offer and was approved by Cabinet on 26 January 2010.

If Te Kawerau ā Maki agrees to the offer outlined in this letter I invite you to countersign it. This letter, including the attachments, will then take effect as an Agreement in Principle between the Crown and Te Kawerau ā Maki.

The next step will be for the parties to develop the necessary detail to give effect to the redress set out in this offer and to translate that detail into a Deed of Settlement.

Elements of Crown's Offer

The Crown's offer is made up of the following three broad elements:

- (a) Historical Account, Crown Acknowledgements and Crown Apology;
- (b) Cultural Redress; and
- (c) Commercial and Financial Redress.