NGĀTI RĀHIRI TUMUTUMU

and

THE TRUSTEES OF THE

NGĀTI TUMUTUMU TRUST

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

[*date*]

PURPOSE OF THIS DEED

This deed –

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Ngāti Rāhiri Tumutumu and breached the Treaty of Waitangi and its principles; and

- provides an acknowledgement by the Crown of the Treaty breaches and an apology; and

- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the governance entity that has been approved by Ngāti Rāhiri Tumutumu to receive the redress; and

- includes definitions of –

  - the historical claims; and

  - Ngāti Rāhiri Tumutumu; and

- provides for other relevant matters; and

- is conditional upon settlement legislation coming into force.

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DEED OF SETTLEMENT

THIS DEED is made between

NGĀTI RĀHIRI TUMUTUMU

and

THE TRUSTEES OF THE NGĀTI TUMUTUMU TRUST

and

THE CROWN

1 BACKGROUND

BACKGROUND

1.1 The following text describes the views of Ngāti Rāhiri Tumutumu.

1.2 Ngāti Rāhiri Tumutumu tradition records that Te Ruinga, a Ngāti Rāhiri Tumutumu ancestor, came from Raukawa to Te Aroha in the seventeenth century. Te Ruinga was the son of Tumutumu from Ngāti Raukawa. Te Ruinga's wife was Te Peuranga, daughter of a rangatira of a Tauranga Moana iwi.

1.3 The land known to Ngāti Rāhiri Tumutumu as the 'Aroha' constitutes the southern portion of the Hauraki region and is dominated by Te Aroha mountain, which represents the symbolic 'tauihu' or 'prow' of the Hauraki canoe, while Moehau mountain is the 'sternpost'. Hence the saying: 'Ko Moehau te taurapa, ko Te Aroha te tauihu'. Te Aroha and the Kaimai Range are closely associated with Ngāti Rāhiri Tumutumu tūpuna. For Ngāti Rāhiri Tumutumu, Te Aroha, from the summit of the maunga to the Waihou River, is a wāhi tapu. The earliest known name for Te Aroha maunga is Puke Kakariki Kaitahi, the place where the Kaka parrots flocked to feed, symbolic of the abundance of food and resources the maunga supplied. The high esteem with which the land is held by Hauraki iwi is further explained in the description of Te Aroha as 'Te Tatau ki Hauraki whanui', or 'The doorway to Hauraki widespread'.

1.4 The mountain has two names, one for each of its two peaks, 'Te Aroha-ki uta', and 'Te Aroha-a tai', respectively meaning 'love for the land' and 'love for the sea'. The names originated in Hawaiki, the memory of which is fostered by Tainui, Arawa, and Mataatua waka which all incorporate Te Aroha as part of their respective traditions.

1.5 The original inhabitants of the Aroha lands are believed to be the Tino-o-Toi. Various tribes subsequently settled the area. According to Ngāti Rāhiri Tumutumu tradition, Te Aroha is a dwelling place of the 'patupaiarehe' or 'fairy people'. The mountain is important in many stories, karakia, and waiata.

1.6 Te Ruinga built strong fortifications along the peaks of the Kaimai Range, and when challenged he pointed to his many strong pā and recited the whakatauki 'e kore toku manawa e ru – my heart will never be shaken', expressing confidence that his mountain strongholds supported his unshakeable mana. This whakatauki gave rise to the place name Manawaru, a few miles sought of Te Aroha. Overlooking Manawaru was Te Ruinga's main pā, Ngāti Tukituki-a-Hikawera.

1.7 Ngāti Rāhiri Tumutumu interred their rangatira in the mountain caves of Te Aroha and the Kaimai Range. Te Ruinga was interred at Tangitu, a Ngāti Rāhiri Tumutumu urupā on a peak of the Kaimai Range. As such, Te Aroha symbolises Ngāti Rāhiri Tumutumu whakapapa connections to the land, which reach both back in time to tūpuna, and forward in time to mokopuna.

1.8 Te Aroha is tapu. The hot springs at Te Aroha, because they flow from the heart of the maunga, are also part of the mountain, and also partake of the tapu associations of the maunga. The hot springs rise out of the base of Te Aroha maunga, from beneath another of Te Ruinga's major pā, Whakapipi, the name of which refers to the heaped up timbers of the pā. The hot springs symbolise the giving, caring nature of the maunga and the ancestors of Ngāti Rāhiri Tumutumu.

1.9 Rāhiri and his followers are said to have stayed at Te Aroha. When Rāhiri eventually left the area some members of his party remained and became known as Ngāti Rāhiri. Ngāti Rāhiri intermarried with Ngāti Tumutumu, a group who lived at Te Aroha before Rāhiri's visit. The two groups merged to such an extent that by the nineteenth century Ngāti Rāhiri and Ngāti Tumutumu were synonymous for Ngāti Rāhiri Tumutumu.

1.10 The present day boundaries of the Aroha block, which includes the maunga, were determined at the first Native Land Court hearing in 1869. Court records also record Ngāti Rāhiri Tumutumu kōrero describing which hapū owned the land and the location of urupā and other sites of significance to the iwi.

1.11 Ngāti Rāhiri Tumutumu's rohe encompasses the southern Hauraki boundary beginning at Aongatete Stream on the eastern side of the Aroha range reaching the top of the range at Puapuatirohia, then down the Mangakahia Stream in a westerly direction across the Mangapouri and Pirahui Swamps to the Waitoa River near Kahia and Pukekaraka, travelling then in a north-westerly direction to the Piako River to Maukoro (also called Taukoro). From there it follows the Hungawera Range north to Maramarua then onto the district of Tāmaki.

NEGOTIATIONS

1.12 Ngāti Rāhiri Tumutumu gave the Ngāti Tumutumu Ngāti Rāhiri Settlements Committee a mandate to negotiate a deed of settlement with the Crown by hui-a-iwi at Auckland and Te Aroha in March 2011.

1.13 The Crown recognised the mandate on 27 June 2011.

1.14 The mandated negotiators and the Crown –

1.14.1 by entry into an agreement in principle equivalent dated 22 July 2011, agreed, in principle, that Ngāti Rāhiri Tumutumu and the Crown were willing to enter into a deed of settlement on the basis set out in the agreement; and

1.14.2 since the agreement in principle equivalent, have –

(a) had extensive negotiations conducted in good faith; and

(b) negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

1.15 Ngāti Rāhiri Tumutumu have, since the initialling of the deed of settlement, by a majority of –

1.15.1 [*percentage*]%, ratified this deed; and

1.15.2 [*percentage*]%, approved its signing on their behalf by the governance entity and the mandated signatories; and

1.15.3 [*percentage*]%, approved the governance entity receiving the redress.

1.16 Each majority referred to in clause 1.15 is of valid votes cast in a ballot by eligible members of Ngāti Rāhiri Tumutumu.

1.17 The governance entity approved entering into, and complying with, this deed by [*process (resolution of trustees etc)*] on [*date*].

1.18 The Crown is satisfied –

1.18.1 with the ratification and approvals of Ngāti Rāhiri Tumutumu referred to in clause 1.15; and

1.18.2 with the governance entity's approval referred to in clause 1.17; and

1.18.3 the governance entity is appropriate to receive the redress.

AGREEMENT

1.19 Therefore, the parties –

1.19.1 in a spirit of co-operation and compromise wish to enter, in good faith, into this deed settling the historical claims; and

1.19.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

INTRODUCTION

2.1 The Crown's acknowledgements and apology to Ngāti Rāhiri Tumutumu in part 3 are based on this historical account.

2.2 Ngāti Rāhiri Tumutumu tradition records that before Europeans came to Te Aroha, Ngāti Rāhiri Tumutumu lived on the lands on and surrounding Te Aroha maunga, where they exercised kaitiakitanga, and from which they drew mana and sustenance. By the early twentieth century the Crown had acquired almost all Māori land in the Ngāti Rāhiri Tumutumu rohe. The following account explains this process and the consequences for Ngāti Rāhiri Tumutumu.

WAR AND RAUPATU

2.3 In July 1863 the Crown initiated war with Māori in the Waikato when its armed forces crossed the Mangatāwhiri Stream. Ngāti Rāhiri Tumutumu sent men to fight Crown forces in Waikato in 1863. From January 1864 the Crown also began stationing troops in Tauranga. The Crown's actions led to armed conflict between Crown troops and Māori, including battles at Gate Pā and Te Ranga in April and June 1864.

2.4 The Crown regarded Māori who fought against it as rebels, and as punishment for their rebellion confiscated land in the Tauranga region. Between 1865 and 1868 the Crown included approximately 290,000 acres of land in the Tauranga confiscation district, including lands in which Ngāti Rāhiri and Ngāti Tumutumu had interests. The Crown extinguished all customary interests in these lands. It subsequently returned 240,000 acres to Māori in individualised title, retaining approximately 50,000 acres that became known as the Confiscation Block.

2.5 In 1864 the Crown, anticipating the return of a large portion of the confiscated district to Māori as promised by Governor Grey, negotiated with another iwi to purchase some of the lands in what became known as the Katikati and Te Puna blocks. Some lands in which Ngāti Rāhiri Tumutumu had interests were included in this transaction. In September 1866 Hauraki iwi, including Ngāti Tumutumu, were paid for their interests in the Katikati and Te Puna blocks. Ngāti Tumutumu, described as a hapū of another iwi, received £500 for their interests in the Katikati and Te Puna blocks.

2.6 The Crown provided for six reserves containing wāhi tapu and urupā in the 1866 deed for the Katikati and Te Puna blocks, one of 50 acres, and five of five acres each. There is no evidence that these reserves were ever surveyed or title granted to Ngāti Rāhiri Tumutumu. Following the Crown's acquisition of the Katikati and Te Puna blocks, Ngāti Rāhiri Tumutumu retained no lands in Tauranga Moana. This alienation impacted the iwi's connection to its ancestral lands in this area.

THE NATIVE LAND COURT

2.7 The Native Land Court was established under the Native Lands Acts of 1862 and 1865, and it held its first hearings in the Hauraki district in 1865. The acts establishing the Native Land Court set aside the Crown's Article Two Treaty-right of pre-emption where titles had been ascertained by the Court, enabling individual Māori to dispose of their property by lease or sale to private parties.

2.8 Any Māori person could make an application to have title investigated through the Native Land Court by submitting an application in writing to the Court. Once an application was submitted, all of those with customary interests needed to participate in the hearing if they wished to be included in the Crown title, regardless of whether they wanted a Crown title or not. Customary tenure was complex and facilitated multiple forms of land-use through shared relationships with the land. The new land laws required those rights to be fixed within a surveyed boundary and did not necessarily include all those with customary interests in the land. Under customary Māori title land was held communally. When Crown titles were awarded to Ngāti Rāhiri and Ngāti Tumutumu, interests were awarded to named individuals.

THE CROWN PURCHASE OF THE OHINEMURI BLOCK

2.9 From 1868 onwards the Crown sought to open the Ohinemuri block for gold mining. Initial attempts to reach an agreement failed, so the Crown decided to try and purchase the land. Title had not yet been ascertained by the Native Land Court, but a Crown agent began making payments to people claiming interests in the block. These advances included raihana payments that took the form of credit extended to individuals at local stores. By 1875 Crown purchasing had stalled, and the Crown negotiated a lease agreement that opened the block for gold mining. Signatories to the lease agreed that the revenue from the goldfield would pay off significant debt accumulated against the block in favour of the Crown. They applied all of the revenue from the goldfield to paying off the debt, despite the fact that only some individuals with interests in the block had created the debt to the Crown. Furthermore, by 1877 the Crown had resumed making pre-title advances to those claiming interests in Ohinemuri. In 1882 the Native Land Court awarded 90 per cent of the land to the Crown.

2.10 The Court awarded Ohinemuri 18 to Ngāti Rāhiri Tumutumu. The Crown was awarded 2,582 acres of this block in recognition of the pre-title advances made against the block. Of the 287 acres remaining, 169 acres were set aside as a reserve for the sellers and the two non-sellers were left with 118 acres. The non-sellers sold their portion in April 1884 and by May 1923 the Crown had purchased the entire reserve.

THE CROWN PURCHASE OF THE AROHA BLOCK

2.11 In January 1869 the Crown signed a preliminary agreement for the right to mine for gold at Te Aroha with another iwi. In February and March 1869, sitting at Matamata, the Native Land Court conducted the first title investigation for the Aroha block, and awarded Te Aroha to another iwi. Ngāti Rāhiri alone successfully applied for a rehearing into the Court’s decision, and in early 1871 the Court conducted a second title investigation. On

this occasion the Court awarded the block to 'the Marutuahu tribes', including Ngāti Rāhiri. Other iwi with claims to the block contested the decision, but it was not overturned.

NGĀTI RĀHIRI AND NGĀTI TUMUTUMU OPPOSITION TO CROWN PURCHASING OF TE AROHA

2.12 In 1872 the Crown began to purchase individual interests in the Aroha block. To protect all of its negotiations in the Coromandel Peninsula, in July 1872 the Crown issued a notice under the Immigration and Public Works Act Amendment Act 1871 prohibiting private dealings with all lands east of the Waihou River, including part of the Aroha block.

2.13 By 1877 the Crown had purchased much of the Aroha block from other iwi, including the maunga, which is central to the identity of Ngāti Rāhiri Tumutumu and is the site of many urupā and wāhi tapu. Ngāti Rāhiri strongly opposed other iwi selling land they considered to be theirs. In April 1877 a Tauranga-based missionary reported to the Crown that he had visited Ngāti Rāhiri to discuss their grievances regarding their lands. He reported that a government agent had laid claim to lands belonging to Ngāti Rāhiri through payments made to other Hauraki iwi. Ngāti Tumutumu strongly objected to payments being made for land that they considered to be theirs.

2.14 During 1877, as the iwi sought to limit the sale of Te Aroha, Reha Aperahama and others of Ngāti Tumutumu and Ngāti Rāhiri submitted a petition to Parliament setting out their interests in the block. The petitioners argued that Ngāti Rāhiri Tumutumu were the main occupants of Te Aroha and they objected to the Crown purchasing land in the block from other iwi. They wrote:

> That land, Te Aroha, belongs to us alone, to our ancestors, to our hapu Ngātitumutumu ... and we and our hapus who have permanently occupied this land, Te Aroha, from days long gone by up to the present day, have large interests in the land, and we are still exercising acts of ownership on the land according to Māori custom.
>
> No other hapus or tribes ... had any right or title whatever to this land, Te Aroha, according to Māori custom.
>
> None of the other hapus or tribes ... or any other tribes, from time immemorial to the present, have driven off our ancestors or hapus, or have objected to their occupying from the beginning till now, and we are still living permanently upon our land, Te Aroha.
>
> We would point out to you that our land, Te Aroha, is of very large extent; it is also land of good quality, and contains many thousands of acres; and for that reason the Land Purchase Officer heedlessly paid money to all the tribes ... who had no title there, in order that the Government might get all the land, and that he might get his commission at 4d per acre for lands purchased by him for the Government.

> The ... tribes did not appear in Court to assert their own rights to Te Aroha, but to substantiate the title of our ancestors, our hapus, or of ourselves who are living upon our land.
>
> We point out that we addressed a letter to Sir Donald McLean, Minister for Native Affairs, on the 3rd December 1876, showing forth to him all these difficulties which we have related to you. A copy of that letter was published in the Thames Advertiser of 13th January 1877; but we have not received any word from the Government on the matter respecting which we now petition you.
>
> It will probably be clear to you that all the tribes of ... have no right whatever to Te Aroha, We will ever pray to you both now and in the future to regard with favour your petitioners while it is yet day, for the night cometh wherein no man can work. We therefore send our petition to you for your favourable consideration.

2.15 In considering the petition, the Native Affairs Committee recommended that the Native Land Court should investigate the matter further. While the committee was considering the petition, Ngāti Rāhiri arranged a lease of some of the land to a Waitoa farmer for a cattle run. However, the Crown opposed the lease because a monopoly proclamation, under section 18 of the Waste Lands Administration Act 1876, was in force. This prohibited private leasing or purchasing of land in the Te Aroha area. The Crown's opposition prevented the lease being legally confirmed and protected the Crown's investment in the area.

DEFINITION OF CROWN INTERESTS IN THE AROHA BLOCK

2.16 By July 1877 204 individuals had signed a purchase deed and the Crown had advanced a total of £12,859 13s. In July and August 1878 the Native Land Court met to consider the Crown's application to have its interests in the Aroha block defined. Witnesses representing other iwi told the Court that they had transferred their interests to the Crown.

2.17 Ngāti Tumutumu continued to object to the way that the Crown had made pre-title advances to the Aroha block, stating that they felt this had undermined their ability to control land in their rohe. Through its judgement, the Court noted that Ngāti Tumutumu opposed other iwi selling their interests in the Aroha block, even though some of their leaders had accepted some money. By August Ngāti Rāhiri Tumutumu came to an agreement with the Crown whereby they would relinquish all of their interests in the Aroha block and in return they would be awarded 8625 acres of reserves. On 28 August 1878 the Court awarded the entire block to the Crown subject to the provision of reserves for Ngāti Rāhiri Tumutumu.

2.18 Immediately after the Court's decision, Hoani Nahe, a member of the House of Representatives who advocated for Ngāti Rāhiri, recorded that Ngāti Rāhiri were dissatisfied with the Court's decision. Ngāti Rāhiri considered that the Court had awarded too much land to other iwi who had already sold their Crown-granted interests.

Ngāti Rāhiri Tumutumu representatives threatened to cast the timber for a bridge at Te Aroha into the river. They did not, however, carry out their threat.

2.19 The Native Minister considered their protests unreasonable because the Crown had come to an agreement to give Ngāti Rāhiri Tumutumu reserves and money for their interests in Te Aroha lands. He anticipated that the planned Omahu Reserve for Ngāti Rāhiri Tumutumu would be the site of a new township which would give its owners a substantial income. He proposed that the land would be inalienable, and Ngāti Rāhiri would bear the cost of subdividing the reserve to create a township with 'ample reserves' for them.

RESERVES FOR NGĀTI RĀHIRI TUMUTUMU

2.20 Towards the end of August 1878 the Crown sent an agent to Hauraki to conclude the purchase of all Te Aroha lands and create the proposed reserves for Ngāti Rāhiri. The reserves were: Omahu, Wairakau, Manawaru, Timber Reserve, Te Kawana, an unnamed 100-acre reserve, and a separate 40-acre portion of Wairakau which was to be vested in Reha Aperahama. The individuals who received these awards came from Ngāti Rāhiri hapū including Ngāti Hue, Ngāti Kopirimau, Ngāti Kotopara, Ngāti Te Atua, Ngāti Te Kaha, Ngāti Tumutumu, Ngāti Haumia, Ngāti Te Ruinga, and Ngāti Tau.

2.21 In January 1883 the Crown was asked to investigate whether there was any record of a promise made of a reserve of 50 acres at Tangitu, a wāhi tapu where Ngāti Rāhiri Tumutumu tūpuna Te Ruinga was buried, just outside the boundary of the Wairakau Reserve. In December 1885 the matter was raised again, but the response was that no such reserve was ordered by the Native Land Court in 1878.

THE TE AROHA GOLDFIELD

2.22 In September 1880 gold was discovered on the Omahu Reserve awarded to Ngāti Rāhiri Tumutumu. Initially, the Crown contemplated purchasing the reserve for gold mining purposes, but Ngāti Rāhiri did not wish to sell. However two of the major land owners, Te Mokena Hou and W.H. Taipari, were willing to open the land for mining through a lease. After the Crown reached a preliminary agreement with these rangatira, a hui was convened at Te Aroha on 26 October 1880 to discuss this issue.

2.23 Not all Ngāti Rāhiri Tumutumu agreed to the opening of the goldfield. At the Te Aroha hui, some sections of Ngāti Rāhiri Tumutumu, represented by rangatira Te Karauna Hou, wanted further assurances that the mining agreement would provide revenue and they requested a cash payment of £1000. The Crown rejected this request and instead, in October 1880, negotiated a lease agreement with Te Mokena Hou and the Taipari whānau for land in which they were the major owners. While the Crown gained the agreement of most of the owners, it did not receive permission from all owners. Akuhata Mokena, one of owners of the reserve, objected to the reserve land being declared part of the goldfield, but his objections were disregarded. The day before the goldfield was opened, a number of Māori gathered at the Mining Warden's office and informed the Warden that they would not agree to the field being opened the following day. The Warden replied that 'nothing should stop the field being opened'.

2.24 On 18 November 1880 the Crown created the Te Aroha goldfield under the Gold Mining Districts Act 1872. The goldfield included large parts of the Aroha block the Crown had purchased in the 1870s, and the Wairakau and Omahu Reserves awarded to Ngāti Rāhiri in 1878.

2.25 Shortly after the goldfield was proclaimed, the rest of the Ngāti Rāhiri Tumutumu owners acquiesced to the mining lease. The Māori-owned Ruakaka block and the Crown-owned hot springs reserve were excluded from the mining area. The lease agreement provided for the rentals received from miners' rights to be paid to the owners of the land. Over the following decades, some gold was extracted through mining activities near Te Aroha, but it was not a particularly successful goldfield.

RESIDENCE SITE LICENCES

2.26 In the 1860s, with the owners' agreement, the Crown included occupation and other rights in its gold mining licences. Residence site licences were incorporated in the new mining legislation regime which was introduced in the early 1870s. In return for a small annual fee, licensees received a long-term and renewable right to occupy and build upon a site of up to one acre, for which the Crown collected fees which it paid to Māori landowners in addition to mining lease payments. Licensees did not have to be gold miners. Māori were unable to remove their lands from such agreements, although the Crown had the power to cancel licences. Despite the decline of gold mining in Hauraki after the 1860s, the Crown did not revoke the declarations of the goldfields, which meant that residence site licences and the lands they concerned remained subject to Crown control. The Crown continued to grant residence site licences through to the late 1920s.

2.27 Throughout the nineteenth and twentieth centuries the Crown did not ensure rents for the licences or leases were regularly revised to account for inflation, which meant Māori landowners frequently received rents for their lands which were well below market values. In 1962 Parliament passed the Mining Tenures Registration Act, which removed the Crown's power to cancel licences for breach of the original conditions of use and converted the licences to leases renewable every twenty-one years in perpetuity. In 1976 some Hauraki leaders sought a resolution to their outstanding residence site licence grievances in the High Court. They were unsuccessful. However, in 1980 they reached an agreement with the Crown. The Crown made compensation for lands subject to residence site licences, for the inadequacy of past rents, and for Māori having no alternative but to have those lands purchased by the Crown.

TOWNSHIP AT TE AROHA

2.28 A Crown promise to build a township was a central feature of the October 1880 mining agreement, which also created a 'cultivation reserve' for Ngāti Rāhiri Tumutumu. The agreement set aside twelve acres for the township and the government surveyor was instructed to sketch out the road and 60 sites. The township was popular, and demand for business sites was initially high because the township was located on a navigable river and it was near a large area of high-quality agricultural land. By mid-November 1880 several commercial buildings had been erected on the site of the new township of Te Aroha and a site for government offices had been selected. The streets within the

township on Māori reserved land were declared public roads under the Te Aroha Township Act 1882, and Ngāti Rāhiri Tumutumu received no compensation.

THE CROWN'S ACQUISITION OF THE TE AROHA HOT SPRINGS

2.29 The hot springs at the base of Te Aroha are extremely important to Ngāti Rāhiri Tumutumu. It is a tapu site and the iwi links its mana to the springs. Ngāti Rāhiri Tumutumu have a long history of using the springs for healing the sick and wounded, and consider the springs to be central to their identity as an iwi.

2.30 In 1878 the Mayor of Thames petitioned the Crown seeking the hot springs be reserved as public property. The hot springs and 20 acres of surrounding land located near Te Aroha maunga were retained by the Crown when the Omahu Reserve was granted to Ngāti Rāhiri in 1878. The hot springs reserve was surrounded entirely by land awarded to Rina Mokena and others.

2.31 While there is no record of any negotiations with Te Mokena Hou, Ngāti Rāhiri Tumutumu traditions record that the land was gifted to the Crown by the iwi and that the iwi would have ongoing rights to use the springs. Te Mokena Hou built a hotel near the springs "so that the government could not say that these people lacked the initiative to utilise their lands." Te Mokena Hou was appointed to the Te Aroha Hot Springs Domain Board, which was established in 1882 to control the hot springs reserve, but there was no institutional representation of the iwi on the board.

2.32 Despite having no formal rights to the springs, Māori were provided with access to the pools when the reserve was first created. However, by the early twentieth century Māori were no longer given free access and they had no input into the management of this tapu site.

CROWN PURCHASE OF TE AROHA TOWNSHIP INTERESTS

The Manawaru block

2.33 In February 1880 the Crown purchased the Manawaru block, a small reserve south of Te Aroha. The block was described as very valuable land by the Crown's land purchase agent, who expected the Crown to sell it on to others for three times the price paid to the Māori owners.

Township blocks: Te Kawana and Omahu blocks

2.34 The Crown left goldfield proclamations in place in the 1880s and limited Ngāti Rāhiri Tumutumu owners' ability to make full use of their land in the township. In February 1880 the owner of the Te Kanawa Reserve requested the removal of restrictions on alienating land that were in place so that he could sell most of the land, with the exception of his residence, to private purchasers. The Crown initially declined to remove its monopoly purchasing powers in the Aroha block because they were concerned that Ngāti Rāhiri Tumutumu would become landless, but in 1886 it made an exception for the Te Kanawa Reserve and the block was sold.

2.35 In November 1880 some of the owners of the Omahu Reserve advised the Crown that they wanted to lease out sections of the block, and they sought the removal of prohibitions on alienation. The Crown's agent was concerned that there was little flat land in the reserve and a portion might soon be required for a township to service the new goldfield. The prohibitions remained in place and the lease was not granted.

2.36 From 1884 the Crown and local authorities progressively acquired Māori interests in the northern part of the town. The railway reserve appears to have been taken by agreement in 1885, and in subsequent years further interests were purchased by the Crown. In 1893 an area of about six acres in the foothills of the maunga was leased for a water supply, and seven years later this was taken under the Public Works Act 1894. Compensation of £30 was paid by the Te Aroha Borough Council.

2.37 In January 1886 the Crown's agent in Hauraki advised that the domain board wished to purchase approximately 45 acres of reserved land adjacent to the hot springs to expand the site of the domain. Four of the Ngāti Rāhiri Tumutumu owners offered part of their interests, totalling 45 acres, after they were approached by a Crown agent. Crown officials considered the offer made by Ngāti Rāhiri Tumutumu was very reasonable at the price requested, given the proximity of the land to the township. The offer was accepted by the Native Minister in July 1886 and the Crown issued a notice that removed restrictions preventing the alienation of the land. The transfer was completed in October 1893, and an area of 46 acres was declared Crown land in February 1894 and added to the domain in August 1898.

2.38 Income derived from the leases in the township was paid to the Māori owners. However, from the mid-1880s the Crown began purchasing interests in these township sections and this reduced Ngāti Rāhiri Tumutumu's revenue.

2.39 In 1881 much of the land in the township had been leased to settlers for 21 years. From 1888 the town board started a sustained campaign to acquire township land for perpetual leases or, preferably, freehold titles for the lessees. From 1888, and with seven years of the 21-year leases elapsed, concerns among the leaseholders of the town sections that their leases did not include automatic rights of renewal led the Te Aroha Town Board to lobby the government to acquire the freehold. The board also became concerned that the Crown could purchase interests from the Māori owners without the lessees having the first option to purchase the freehold.

2.40 In April 1891 the Crown instructed its agent to purchase interests in the Ngāti Rāhiri Tumutumu Omahu Reserve, and by September 1895 the Crown held 6.5 of the 9 shares in the Omahu Reserve. The Crown acquired the remaining shares in 1901 and 1902. The Crown purchased further interests in Ngāti Rāhiri Tumutumu lands in the first two decades of the twentieth century. By the 1920s the Crown had purchased almost all of the land awarded to Ngāti Rāhiri Tumutumu.

THE PURCHASE OF INTERESTS FROM THE LIPSEY ESTATE

2.41 In the early twentieth century the Crown used special legislation to acquire further interests in the Te Aroha township. Ema Mokena Lipsey, the daughter of Te Mokena

Hou, held substantial interests in the Te Aroha lands. She died in 1906 and, under the terms of her will, her husband and one of her daughters were appointed executors and trustees of her estate. Ema Lipsey's will contained strict provisions prohibiting the sale of any of her land that she left to her younger children and grandchildren. However, an area of approximately 98 acres was sold to the Crown in 1907 to discharge some of her debts. In 1910 the Crown began purchasing the balance of Lipsey's land in Te Aroha. In 1911 Parliament enacted legislation which validated the previous sales and permitted the Crown to make further purchases. By 1916 the Crown had purchased all of the Lipsey estate except for those lands occupied Ema Lipsey's whānau.

2.42 The trustees of her will and her beneficiaries consented to the legislative amendment, and Parliament overruled the terms of Ema Lipsey's will which were designed to ensure that her descendants maintained ownership of the land.

THE DEVELOPMENT OF TE AROHA

2.43 In the 1960s the Crown constructed a road to the summit of Te Aroha on Crown-owned land following a decision by the New Zealand Broadcasting Corporation to build a television relay transmitter on the maunga. Three bulldozers removed dense native bush and hard quartz rock along the sides of ridges to create a service road to allow the construction and maintenance of the mast. Power supply lines were also erected. The Crown constructed a temporary mast in 1963, and then a permanent mast of about 126 metres in 1965.

2.44 In 1966 the Crown granted a mining company a licence, under the Mining Act 1926, to establish a mine and mill site on Crown land at what became known as the Tui mine. Until 1974 the Tui mine, located on the western flanks of Te Aroha Mountain within the catchments of the Tui and Tunakohoia Streams, extracted copper, lead, and zinc concentrates in addition to silver and gold.

2.45 The Tui mine site and surrounding environment became severely polluted and the site is considered one of the most contaminated in Aotearoa/New Zealand. The damage done to this tapu land has caused ongoing distress to Ngāti Rāhiri Tumutumu. When, in January 1976, the mining company was liquidated, the site was left as it was. The licence held by the company under the provisions of the Mining Act 1926 did not require any environmental performance or rehabilitation bond.

SOCIO-ECONOMIC CIRCUMSTANCES AND TE REO MĀORI

2.46 Prior to 1840 all Hauraki Māori spoke te reo Māori fluently. At the end of the nineteenth century many Hauraki Māori were bilingual, but most spoke te reo Māori as their primary means of communication. The first government Native School in Hauraki opened in 1883. The Crown saw the Native School system in part as a means of assimilating Māori, including Ngāti Rāhiri Tumutumu, into European culture. Māori children were strongly discouraged from speaking their own language in Crown schools for decades, and were punished if they did. Monolingualism increased in the period 1950-1975, when the effect of education policies was compounded by urbanisation. A new generation of parents were convinced that their tamariki had to speak English to succeed in the

Pākehā world. The supremacy of English-language mass media exacerbated this decline of te reo Māori. By 1975 five per cent of Māori children could kōrero Māori. By the end of the twentieth century, twenty-seven per cent of Hauraki Māori spoke te reo Māori, with those over the age of fifty having the highest percentage of speakers.

2.47 In the twentieth and twenty-first centuries, Ngāti Rāhiri Tumutumu, like other Hauraki iwi, generally experienced poorer health, including lower life-expectancy and higher infant-mortality rates, than Pākehā. Hauraki Māori also experienced higher unemployment and lower mean annual income rates than the general Aotearoa/New Zealand population during the twentieth and twenty-first centuries.

LANDLESSNESS

2.48 Because of public works takings and Crown and private purchasing, by the end of the twentieth century less than three per cent of the land in the Aroha block remained in Māori ownership. This has seriously impacted Ngāti Rāhiri Tumutumu's presence at Te Aroha, and inhibited their ability to perform their kaitiaki responsibilities and draw mana and sustenance from their whenua in their rohe.

2.49 Ngāti Rāhiri Tumutumu's resulting marginalisation, including loss of te reo Māori, educational underachievement, sickness, and socioeconomic deprivation caused the iwi much suffering.

2.50 With limited opportunities in their rohe, many Ngāti Rāhiri Tumutumu had to leave to look for work in the cities. This urbanisation undermined Ngāti Rāhiri Tumutumu's ability to sustain their own culture and identity. The Crown's discouragement of te reo Māori, along with the fragmentation of Ngāti Rāhiri Tumutumu tribal structures and the migration from ancestral lands, severely impacted Ngāti Rāhiri Tumutumu's ability to pass mātauranga Māori on to their mokopuna.

2 [*Translation of historical account in te reo Māori*]

2.1 [**Note: the te reo Māori translation of the historical account has not yet been finalised so has not been inserted in this part. The te reo Māori translation will be included in the signing version of this deed and this note will be removed**]

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

3.1 The Crown acknowledges that Ngāti Rāhiri Tumutumu has well founded and legitimate grievances, and that until now it has failed to address those in an appropriate manner. The Crown's provision of redress to Ngāti Rāhiri Tumutumu for those historical grievances is long overdue.

3.2 The Crown acknowledges that the Tauranga raupatu and the subsequent Tauranga District Lands Acts 1867 and 1868 compulsorily extinguished all customary interests within the confiscation district, including those of Ngāti Rāhiri Tumutumu, and this was unjust and breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.3 The Crown acknowledges that:

3.3.1 it failed to actively protect Ngāti Rāhiri Tumutumu interests in lands they wished to retain when it initiated the purchase of Te Puna and Katikati blocks in 1864 without investigating the rights of Ngāti Rāhiri Tumutumu;

3.3.2 it also failed to actively protect Ngāti Rāhiri Tumutumu interests in land they wished to retain when it did not carry out its agreement in the 1866 Te Puna Katikati deed to set aside reserves, including certain wāhi tapu sites, and left Ngāti Rāhiri Tumutumu alienated from their ancestral lands in Tauranga; and

3.3.3 these actions breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.4 The Crown acknowledges that:

3.4.1 it introduced the native land laws without consulting Ngāti Rāhiri Tumutumu and the individualisation of title imposed on Ngāti Rāhiri Tumutumu lands, including sacred sites such as Te Aroha, was inconsistent with tikanga Ngāti Rāhiri Tumutumu;

3.4.2 Ngāti Rāhiri Tumutumu whānau and hapū had no choice but to participate in the Native Land Court system to protect their interests in their lands and to integrate land into the modern economy;

3.4.3 the operation and impact of the native land laws, in particular the awarding of land to individual Ngāti Rāhiri Tumutumu rather than to their iwi or hapū, made those lands more susceptible to partition, fragmentation, and alienation; and

3.4.4 this contributed to the further erosion of the traditional tribal structures of Ngāti Rāhiri Tumutumu, which were based on collective tribal and hapū custodianship of land, and the Crown failed to take adequate steps to protect those structures

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

3.5 The Crown acknowledges that it deprived some Ngāti Rāhiri Tumutumu individuals of control of their land without their consent when it proclaimed a goldfield in Te Aroha, and that this failure to respect their legal rights was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.6 The Crown acknowledges that valuable mineral resources on lands leased and sold by Ngāti Rāhiri Tumutumu provided economic benefits to the nation.

3.7 The Crown acknowledges that:

3.7.1 it continued to control lands in Hauraki owned by Ngāti Rāhiri Tumutumu which were leased to settlers through residence site licences for many years after the decline of the gold mining industry in the region;

3.7.2 it failed for many decades to regularly revise rents for residence site licence lands, and that Ngāti Rāhiri Tumutumu received rents well below market-value for the lease of their lands as a consequence of this failure;

3.7.3 it promoted legislation that converted residence site licences to leases in perpetuity, leaving Ngāti Rāhiri Tumutumu no alternative but to have their lands acquired by the Crown; and

3.7.4 these actions deprived Ngāti Rāhiri Tumutumu of their rangatiratanga over land subject to residence site licences and breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.8 The Crown acknowledges that once it acquired Te Aroha springs it did not make provision for Ngāti Rāhiri Tumutumu's relationship with this tapu site, and this lack of recognition is a long-standing grievance for Ngāti Rāhiri Tumutumu.

3.9 The Crown acknowledges that Ngāti Rāhiri Tumutumu was rendered virtually landless due to the cumulative effect of Crown actions and omissions, including:

3.9.1 the purchasing of the Omahu, Wairakau, and Manawaru reserve blocks, which had been established to ensure that Ngāti Rāhiri Tumutumu retained sufficient land for their future needs;

3.9.2 the taking of lands under public works legislation which were of particular significance to Ngāti Rāhiri Tumutumu;

3.9.3 the promotion of legislation, in 1911, to override Ema Lipsey's will which enabled the sale of land to the Crown that she had intended to remain with Ngāti Rāhiri Tumutumu; and

3.9.4 the Crown further acknowledges that its failure to ensure that Ngāti Rāhiri Tumutumu retained sufficient lands for its present and future needs was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.10 The Crown acknowledges that environmental changes and pollution since the nineteenth century have been a source of distress and grievance for Ngāti Rāhiri Tumutumu. In particular, the Crown acknowledges that:

3.10.1 gold mining on Te Aroha from 1880 caused pollution, and this has caused harm to the wellbeing of Ngāti Rāhiri Tumutumu;

3.10.2 further mining for copper, zinc, and lead on Te Aroha maunga from 1966 to 1973 caused substantial environmental damage, and has left the Tui mine site as one of the most polluted sites in Aotearoa/New Zealand; and

3.10.3 the damage done to Te Aroha maunga is an ongoing and deeply felt grievance for Ngāti Rāhiri Tumutumu.

3.11 The Crown acknowledges that public works takings have impeded the ability of Ngāti Rāhiri Tumutumu to maintain and foster spiritual connections with their ancestral lands.

3.12 The Crown acknowledges that through the alienation of most of their land Ngāti Rāhiri Tumutumu have lost control over many of their significant sites and resources. This has had an ongoing impact on the ability of Ngāti Rāhiri Tumutumu to maintain spiritual connections to their ancestral lands, undermined their economic base, and eroded their capacity to fulfil their kaitiaki responsibilities.

3.13 The Crown acknowledges the harm endured by many Ngāti Rāhiri Tumutumu tamariki from decades of Crown policies that strongly discouraged the use of te reo Māori in schools. The Crown also acknowledges the detrimental effects this had on Māori language proficiency and fluency and the impact on the inter-generational transmission of te reo Māori and knowledge of mātauranga Māori practices.

3.14 The Crown acknowledges that the health of Ngāti Rāhiri Tumutumu has been worse than that of many other New Zealanders, and they have not had the same opportunities in life that many other New Zealanders have enjoyed.

3.15 The Crown recognises that through its actions and omissions it has contributed to the economic and spiritual hardship and marginalisation of Ngāti Rāhiri Tumutumu in its rohe.

APOLOGY

3.16 To Ngāti Rāhiri Tumutumu, to your tūpuna and mokopuna, the Crown makes this apology:

3.17 The Crown's acts and omissions, in the history of its relationship with Ngāti Rāhiri Tumutumu, have led to warfare, confiscation, and the loss of the lands which had sustained you for generations.

3.18 In promoting laws and policies which led to the alienation of your whenua and irreversible damage to your sacred taonga Te Aroha maunga, the Crown has caused significant and lasting harm to Ngāti Rāhiri Tumutumu. The Crown's acts and omissions have caused you great social, cultural, and economic hardship, and severely undermined your ability to foster mātauranga Māori and te reo Māori, and to maintain your kaitiaki responsibilities in your rohe. For its actions which harmed Ngāti Rāhiri Tumutumu, and for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi and its principles, the Crown unreservedly apologises.

3.19 The Crown seeks to atone for these injustices and begin a process of healing. Let this settlement mark a new phase in the Crown's relationship with Ngāti Rāhiri Tumutumu based on trust and mutual respect, and in keeping with the principles of te Tiriti o Waitangi/the Treaty of Waitangi.

3 [*Translation of acknowledgements and apology in te reo Māori*]

3.1 [**Note: the te reo Māori translation of the acknowledgements and apology have not yet been finalised so have not been inserted in this part. The te reo Māori translation will be included in the signing version of this deed and this note will be removed**]

4 SETTLEMENT

ACKNOWLEDGEMENTS

4.1 Each party acknowledges that –

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

4.1.2 it is not possible to –

(a) fully assess the loss and prejudice suffered by Ngāti Rāhiri Tumutumu as a result of the events on which the historical claims are based; or

(b) fully compensate Ngāti Rāhiri Tumutumu for all loss and prejudice suffered; and

4.1.3 the settlement is intended to enhance the ongoing relationship between Ngāti Rāhiri Tumutumu and the Crown (in terms of Te Tiriti o Waitangi/the Treaty of Waitangi, its principles, and otherwise).

4.2 Ngāti Rāhiri Tumutumu acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair, and the best that can be achieved, in the circumstances.

SETTLEMENT

4.3 Therefore, on and from the settlement date, –

4.3.1 the historical claims are settled; and

4.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and

4.3.3 the settlement is final.

4.4 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

4.5 Without limiting clause 4.4, the parties acknowledge, in particular, that the settlement does not affect any rights Ngāti Rāhiri Tumutumu may have to obtain recognition in accordance with the Marine and Coastal Area (Takutai Moana) Act 2011, including recognition of the following:

4.5.1 protected customary rights (as defined in that Act):

4.5.2 customary marine title (as defined in that Act).

REDRESS

4.6 The redress, to be provided in settlement of the historical claims, –

4.6.1 is intended to benefit Ngāti Rāhiri Tumutumu collectively; but

4.6.2 may benefit particular members, or particular groups of members, of Ngāti Rāhiri Tumutumu if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

4.7 The settlement legislation will, on the terms provided by sections 15 to 20 of the draft settlement bill, –

4.7.1 settle the historical claims; and

4.7.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and

4.7.3 provide that the legislation referred to in section 17 of the draft settlement bill does not apply –

(a) to a redress property, a purchased deferred selection property if settlement of that property has been effected; or

(b) for the benefit of Ngāti Rāhiri Tumutumu or a representative entity; and

4.7.4 require any resumptive memorial to be removed from a certificate of title to, or a computer register for, a redress property, a purchased deferred selection property if settlement of that property has been effected; and

4.7.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not –

(a) apply to a settlement document; or

(b) prescribe or restrict the period during which –

(i) the trustees of the Ngāti Tumutumu Trust, being the governance entity, may hold or deal with property; and

(ii) the Ngāti Tumutumu Trust may exist; and

4.7.6 require the chief executive of the Ministry of Justice to make copies of this deed publicly available.

4.8 Part 1 of the general matters schedule provides for other action in relation to the settlement.

5 CULTURAL REDRESS

OVERLAY CLASSIFICATION

5.1 The settlement legislation will, on the terms provided by sections 78 to 92 of the draft settlement bill, –

5.1.1 declare Part Kaimai Mamaku Conservation Park to be an overlay area subject to an overlay classification (as shown on OTS-100-422):

5.1.2 provide the Crown's acknowledgement of the statement of Ngāti Rāhiri Tumutumu values in relation to the overlay area; and

5.1.3 require the New Zealand Conservation Authority, or a relevant conservation board, –

(a) when considering a conservation document, in relation to the overlay area, to have particular regard to the statement of Ngāti Rāhiri Tumutumu values, and the protection principles, for the overlay area; and

(b) before approving a conservation document, in relation to the overlay area, to –

(i) consult with the governance entity; and

(ii) have particular regard to its views as to the effect of the document on the statement of Ngāti Rāhiri Tumutumu values, and the protection principles, for the area; 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 overlay area.

5.2 The statement of Ngāti Rāhiri Tumutumu values, the protection principles, and the Director-General's actions are in the documents schedule.

STATUTORY ACKNOWLEDGEMENT

5.3 The settlement legislation will, on the terms provided by sections 93 to 101 and 103 to 105 of the draft settlement bill, –

5.3.1 provide the Crown's acknowledgement of the statements by Ngāti Rāhiri Tumutumu of their particular cultural, spiritual, historical and traditional associations with the following areas:

(a) Wairakau Scenic Reserve (as shown on OTS-100-421):

(b) Part Maurihoro Scenic Reserve (as shown on OTS-100-423); and

5.3.2 require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and

5.3.3 require relevant consent authorities to forward to the governance entity:

(a) summaries of resource consent applications for an activity within, adjacent to or directly affecting the statutory area; and

(b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and

5.3.4 enable the governance entity, and any member of Ngāti Rāhiri Tumutumu, to cite the statutory acknowledgement as evidence of Ngāti Rāhiri Tumutumu's association with a statutory area.

5.4 The statements of association are in the documents schedule.

DEED OF RECOGNITION

5.5 The Crown must, by or on the settlement date, provide the governance entity with a copy of a deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation, in relation to the following areas:

5.5.1 Wairakau Scenic Reserve (as shown on OTS-100-421):

5.5.2 Part Maurihoro Scenic Reserve (as shown on OTS100-423).

5.6 Each area that the deed of recognition relates to includes only those parts of the area owned and managed by the Crown.

5.7 The deed of recognition will provide that the Minister of Conservation and the Director-General of Conservation must, if undertaking certain activities within an area that the deed relates to, –

5.7.1 consult the governance entity; and

5.7.2 have regard to its views concerning Ngāti Rāhiri Tumutumu's association with the area as described in a statement of association.

PROTOCOLS

5.8 Each of the following protocols must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister, or that Minister's delegated representative:

5.8.1 the primary industries protocol:

5.8.2 the taonga tūturu protocol.

5.9 The protocols set out how the Crown will interact with the governance entity with regard to the matters specified in them.

FORM AND EFFECT OF DEED OF RECOGNITION AND PROTOCOLS

5.10 The deed of recognition will be –

5.10.1 in the form in the documents schedule; and

5.10.2 issued under, and subject to, the terms provided by sections 93 and 102 to 105 of the draft settlement bill.

5.11 Each protocol will be –

5.11.1 in the form in the documents schedule; and

5.11.2 issued under, and subject to, the terms provided by sections 106 to 110 of the draft settlement bill.

5.12 A failure by the Crown to comply with the deed of recognition or a protocol is not a breach of this deed.

CONSERVATION RELATIONSHIP AGREEMENT

5.13 The parties must use reasonable endeavours to agree, and enter into, a conservation relationship agreement by the settlement date.

5.14 The conversation relationship agreement must be entered into by the governance entity and the Minister of Conservation and the Director-General of Conservation.

5.15 A party is not in breach of this deed if the conservation relationship agreement has not been entered into by the settlement date if, on that date, the party is negotiating in good faith in an attempt to enter into it.

5.16 A failure by the Crown to comply with the conservation relationship agreement is not a breach of this deed.

CULTURAL REDRESS PROPERTIES VESTED IN THE GOVERNANCE ENTITY

5.17 The settlement legislation will, on the terms provided by sections 21 to 40 of the draft settlement bill, vest in the governance entity on the settlement date –

In fee simple

5.17.1 the fee simple estate in each of the following properties:

(a) Miro Street property:

(b) Waihou property:

(c) Waiorongomai property, being part of Kaimai Mamaku Conservation Park:

(d) Waterford Road property:

(e) Windridge Lane property, being part of Kaimai Mamaku Conservation Park; and

In fee simple subject to a conservation covenant

5.17.2 the fee simple estate in each of the following properties, subject to the governance entity providing a registrable conservation covenant in relation to that property in the form in parts 5.1, 5.2, 5.3 and 5.4, respectively, of the documents schedule:

(a) Paewai, being part of Kaimai Mamaku Conservation Park:

(b) Pukewhakataratara, being part of Kaimai Mamaku Conservation Park:

(c) Takaihuehue, being part of Kaimai Mamaku Conservation Park:

(d) Wahine Rock property, being part of Kaimai Mamaku Conservation Park; and

As a scenic reserve

5.17.3 the fee simple estate in Te Mokena Hou property, being Te Aroha Mountain Scenic Reserve, as a scenic reserve named Te Mokena Hou Scenic Reserve, with Matamata-Piako District Council as the administering body as if the Council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977; and

5.17.4 the fee simple estate in Wairakau property, being part Wairakau Scenic Reserve, as a scenic reserve named Wairakau Scenic Reserve, with the governance entity as the administering body; and

As a recreation reserve subject to an easement

5.17.5 the fee simple estate in Tumutumu property as a recreation reserve named Tumutumu Recreation Reserve, with Matamata-Piako District Council as the administering body, and the Reserves Act 1977 applies to the reserve, as if the

reserve were vested in the Council under section 26 of that Act, and subject to the governance entity providing a registrable easement in gross in relation to the property for a right of way and rights to convey and drain water in the form in part 5.7 of the documents schedule; and

5.17.6 the fee simple estate in Tui Park Domain property as a recreation reserve named Tui Park Domain Recreation Reserve, with Matamata-Piako District Council as the administering body, and the Reserves Act 1977 applies to the reserve, as if the reserve were vested in the Council under section 26 of that Act, and subject to the governance entity providing a registrable easement in gross in relation to that property for a right of way and rights to convey and drain water in the form in part 5.7 of the documents schedule; and

As a local purpose (water conservation) reserve subject to an easement

5.17.7 the fee simple estate in Te Aroha site C as a local purpose (water conservation) reserve named Te Aroha Local Purpose Reserve, with Matamata-Piako District Council as the administering body, and the Reserves Act 1977 applies to the reserve, as if the reserve were vested in the Council under section 26 of that Act, and subject to the governance entity providing a registrable easement in gross in relation to that property for a right of way and rights to convey and drain water in the form in part 5.7 of the documents schedule; and

As a soil conservation reserve

5.17.8 the fee simple estate in Te Aroha site A as a soil conservation reserve, subject to the Soil Conservation and Rivers Control Act 1941, to be controlled and managed by Waikato Regional Council as if the Council were appointed to control and manage the reserve under the Soil Conservation and Rivers Control Act 1941, and subject to the governance entity providing a registrable right of way easement in gross in relation to that property in the form in part 5.8 of the documents schedule; and

5.17.9 the fee simple estate in Te Aroha site G as a soil conservation reserve, subject to the Soil Conservation and Rivers Control Act 1941, to be controlled and managed by Waikato Regional Council as if the Council were appointed to control and manage the reserve under the Soil Conservation and Rivers Control Act 1941.

JOINT CULTURAL REDRESS PROPERTIES VESTED IN THE GOVERNANCE ENTITY AND OTHER GOVERNANCE ENTITIES

Ngā Tukituki a Hikawera

5.18 The settlement legislation will, on the terms provided by section 41 of the draft settlement bill, provide that –

5.18.1 on the settlement date, the fee simple estate in Ngā Tukituki a Hikawera, being part of Kaimai Mamaku Conservation Park, will vest as undivided third shares, with one third share vested in each of the following, as tenants in common:

(a) the governance entity:

(b) the trustees of the Ngāti Maru Rūnanga Trust:

(c) the trustees of the Ngāti Tamaterā Treaty Settlement Trust; and

5.18.2 the vesting of Ngā Tukituki a Hikawera is subject to the governance entity and the trustees referred to in clause 5.18.1(b) and (c) jointly providing a registrable conservation covenant in relation to that property in the form in part 5.6 of the documents schedule.

Tangitu

5.19 The settlement legislation will, on the terms provided by section 42 of the draft settlement bill, provide that, –

5.19.1 on the settlement date, the fee simple estate in Tangitu, being part of Kaimai Mamaku Conservation Park, will vest as undivided third shares, with one third share vested in each of the following, as tenants in common:

(a) the governance entity:

(b) the trustees of the Ngāti Maru Rūnanga Trust:

(c) the trustees of the Ngāti Tamaterā Treaty Settlement Trust; and

5.19.2 the vesting of Tangitu is subject to the governance entity and the trustees referred to in clause 5.19.1(b) and (c) jointly providing –

(a) a registrable conservation covenant in relation to that property in the form in part 5.5 of the documents schedule; and

(b) a registrable right of way easement in gross in relation to that property in the form in part 5.9 of the documents schedule.

MANAGEMENT OF CERTAIN RESERVES

5.20 The governance entity agrees with the Crown that the governance entity will use reasonable endeavours, before the settlement date, to enter into –

5.20.1 a memorandum of understanding with Matamata-Piako District Council in relation to that council's administration, or control and management of, the reserves referred to in clauses 5.17.3, 5.17.5 and 5.17.7; and

5.20.2 a memorandum of understanding with the Waikato Regional Council in relation to that council's control and management of the reserves referred to in clauses 5.17.8 and 5.17.9.

5.20A The Crown agrees with the governance entity that the Crown will use reasonable endeavours to facilitate initial engagement between the governance entity and each of the Matamata-Piako District Council and the Waikato Regional Council for the purpose of the obligation set out in clause 5.20.

5.21 Each memorandum of understanding referred to in clause 5.20 may contain provisions that specify how the governance entity will conduct its relationship with each council or other matters agreed by those councils, respectively, and the governance entity.

PROVISIONS IN RELATION TO CERTAIN CULTURAL REDRESS PROPERTIES

Inalienability

5.22 The settlement legislation will, on the terms provided by sections 23 to 24A of the draft settlement bill, provide that each of Te Aroha site A and Te Aroha site G will be inalienable, except as provided in clause 5.22A, while each property remains a soil conservation reserve subject to the Soil Conservation and Rivers Control Act 1941.

5.22A The following are not an alienation for the purposes of clause 5.22:

(a) any transfer to the new trustees of the Ngāti Tumutumu Trust:

(b) the grant of the right of way easement in gross referred to in clause 5.17.8.

CROWN MINERALS

5.23 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that –

5.23.1 despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown), any Crown owned minerals in any cultural redress property vested in the governance entity under the settlement legislation, vest with, and form part of, that property; but

5.23.2 that vesting does not –

(a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium); or

(b) affect other existing lawful rights to subsurface minerals.

5.24 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that any minerals in Ngā Tukituki a Hikawera or Tangitu that would have been reserved to the Crown by section 11 of the Crown Minerals Act 1991

(but for clause 5.23.1) will be owned by the governance entity in the same proportions in which the fee simple estate is held by it.

5.25 Sections 121 to 130 of the draft settlement bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 5.23 applies.

5.26 The Crown acknowledges, to avoid doubt, that it has no property in any minerals existing in their natural condition in Maori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

GENERAL PROVISIONS IN RELATION TO CULTURAL REDRESS PROPERTIES

5.27 Each cultural redress property is to be –

5.27.1 as described in schedule 1 of the draft settlement bill; and

5.27.2 vested on the terms provided by –

(a) sections 21 to 56 of the draft settlement bill; and

(b) part 2 of the property redress schedule; and

5.27.3 subject to any encumbrances, or other documentation, in relation to that property –

(a) required by clause 5.17 to 5.19 to be provided by the governance entity; or

(b) required by the settlement legislation; and

(c) in particular, referred to by schedule 1 of the draft settlement bill.

TE AROHA DOMAIN LAND

5.28 The settlement legislation will, on the terms provided by section 59(1) of the draft settlement bill, provide that clauses 5.29 to 5.34 apply if –

5.28.1 the Council resolves, and the Minister agrees, that the reservation of all or any part of the Te Aroha Domain land as a reserve subject to the Reserves Act 1977 may be revoked; or

5.28.2 the Council resolves that all or any part of the Te Aroha Domain land may vest in the governance entity, subject to the land continuing to be a reserve under the Reserves Act 1977; or

5.28.3 the vesting of all or any part of the Te Aroha Domain land in the Council is cancelled under section 27 of the Reserves Act 1977.

5.29 The settlement legislation will, on the terms provided by sections 59(2) to 59(6) of the draft settlement bill, provide that –

5.29.1 if clause 5.28.1 applies, on the agreed date, the fee simple estate in all or part of the Te Aroha Domain land, as the case requires, vests in the governance entity; and

5.29.2 if clause 5.28.2 applies, on the agreed date, the fee simple estate in all or part of the Te Aroha Domain land, as the case requires, vests in the governance entity as a reserve, according to the classification specified in the agreed terms, and subject to the Reserves Act 1977; and

5.29.3 if clause 5.29.2 applies, the administering body will be one of the following, as may be specified in the agreed terms:

(a) the governance entity:

(b) the Council, as if it were appointed to control and manage the reserve under section 28 of the Reserves Act 1977:

(c) the Council, as if the reserve were vested in it under section 26 of the Reserves Act 1977:

(d) the joint management body; and

5.29.4 if clause 5.28.3 applies, on the agreed date, in accordance with the agreed terms, either –

(a) the fee simple estate in all or part of the Te Aroha Domain land, as the case requires, vests in the governance entity; or

(b) the fee simple estate in all or part of the Te Aroha Domain land, as the case requires, vests in the governance entity as a reserve, according to the classification specified in the agreed terms and subject to the Reserves Act 1977, with the governance entity as the administering body.

5.30 The settlement legislation will, on the terms provided by sections 68 to 70 of the draft settlement bill, provide that –

5.30.1 if clauses 5.29.2 and 5.29.3(b) apply, while the Council is the administering body –

(a) despite the Council being the administering body, the governance entity may –

(i) accept, grant or decline to grant any interest in land that affects the reserve land, or may renew or vary such an interest; and

(ii) renew or vary any existing interests in the reserve land; and

(b) before the governance entity determines an application by any person in relation to an interest in land in the reserve land under clause 5.30.1(a), the governance entity must consult the Council; and

5.30.2 if clauses 2.29.2 and 5.29.3(d) apply and the joint management body is the administering body of the reserve land –

(a) the Reserves Act applies to the reserve land as if the reserve land were vested in that body (as if the body were trustees) under section 26 of that Act; and

(b) despite section 41(1) of the Reserves Act 1977, any reserve management plan in force at the date the land vests continues to apply to that land.

5.31 The settlement legislation will, on the terms provided by section 61 of the draft settlement bill, provide that the vested land will be vested subject to, or with the benefit of, any interests that –

5.31.1 apply to the land immediately before its vesting; or

5.31.2 are required to be granted under the agreed terms.

5.32 Any vesting of any part of the Te Aroha Domain land will be on the terms provided by subpart 2 of part 2 of the draft settlement bill.

5.33 The provisions of clauses 5.23, 5.25 and 5.26 are to be read as if the vested land were a cultural redress property.

5.34 For the purposes of clauses 5.28 to 5.33, –

5.34.1 **agreed date** means the date or dates specified under the agreed terms for the vesting of all or any part of the Te Aroha Domain land; and

5.34.2 **agreed terms** means the terms and conditions under which any Te Aroha Domain land vests under the settlement legislation as agreed by –

(a) the Crown; and

(b) the governance entity; and

(c) the Council (except if clause 5.28.3 applies); and

5.34.3 **Council** means the Matamata-Piako District Council; and

5.34.4 **existing interest** has the meaning given to it by section 69 of the draft settlement bill; and

5.34.5 **joint management body** means the body established by section 71 of the draft settlement bill; and

5.34.6 **Minister** means the Minister of Conservation; and

5.34.7 **reserve land** means all or any part of the vested land that remains a reserve under the Reserves Act 1977; and

5.34.8 **reserve management plan** means a management plan approved under section 41 of the Reserves Act 1977; and

5.34.9 **Te Aroha Domain land** means the land described by that name in schedule 2 of the draft settlement bill; and

5.34.10 **vested land** means all or any part of the Te Aroha Domain land that is vested in the governance entity under the settlement legislation.

CULTURAL REDRESS PAYMENT

5.35 The Crown will pay the governance entity $400,000 on the settlement date. The governance entity may, at its discretion, apply all or some of that amount towards the cultural revitalisation of Ngāti Rāhiri Tumutumu.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

5.36 The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

5.37 However, the Crown must not enter into another settlement that provides for the same redress as set out in clauses 5.17 and 5.28 to 5.34 and clauses 5.23 to 5.26 as they relate to clauses 5.17 and 5.28 to 5.34.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

6.1 The Crown must pay the governance entity on the settlement date $2,934,732, being the financial and commercial redress amount of $5,500,000 less –

6.1.1 $500,000 (**on-account payment**), as provided for in clause 6.2 on account of the settlement; and

6.1.2 $1,523,317, being the agreed transfer value of the properties referred to in clauses 7.3.1 to 7.3.4, or an agreed portion of the agreed transfer value if the property is being jointly transferred, on account of the settlement; and

6.1.3 $264,951, being the agreed transfer value of the properties referred to in clauses 7.3.5 to 7.3.8, or an agreed portion of the agreed transfer value if the property is being jointly transferred; and

6.1.4 $277,000, being the transfer value of the commercial redress property.

ON-ACCOUNT PAYMENT

6.2 Within 10 business days after the date of this deed, the Crown will pay the on-account payment to the governance entity on account of the financial and commercial redress amount.

COMMERCIAL REDRESS PROPERTY

6.3 The commercial redress property is to be –

6.3.1 transferred by the Crown to the governance entity on the settlement date –

(a) as part of the redress to settle the historical claims, and without any other consideration to be paid or provided by the governance entity or any other person; and

(b) on the terms of transfer in part 6 of the property redress schedule; and

6.3.2 as described, and is to have the transfer value provided, in part 3 of the property redress schedule.

6.4 The transfer of the commercial redress property will be subject to, and where applicable with the benefit of, the encumbrances provided in part 3 of the property redress schedule in relation to that property.

DEFERRED SELECTION PROPERTIES

6.5 The governance entity may during the deferred selection period for each deferred selection property described in subpart A of part 4 of the property redress schedule, give the Crown a written notice of interest in accordance with paragraph 5.1 of the property redress schedule.

6.6 Part 5 of the property redress schedule provides for the effect of the notice and sets out a process where the property is valued and may be acquired by the governance entity.

6.7 The Te Aroha College site (land only) is to be leased back to the Crown, immediately after its purchase by the governance entity, on the terms and conditions provided by the lease for that property in part 6 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).

6.8 Clause 6.9 applies in respect of Te Aroha College House site (land only) if, within four months after the date of this deed, the board of trustees of Te Aroha College (the **board of trustees**) relinquishes the beneficial interest it has in the property described in subpart B of part 4 of the property redress schedule, being Te Aroha College House site (land only).

6.9 If this clause applies to Te Aroha College House site (land only) –

6.9.1 the Crown must, within 10 business days of this clause applying, give notice to the governance entity that the beneficial interest in Te Aroha College House site (land only) has been relinquished by the board of trustees; and

6.9.2 the deferred selection property that is Te Aroha College site (land only) will include Te Aroha College House site (land only); and

6.9.3 all references in this deed to a deferred selection property that is Te Aroha College site (land only) are to be read as if that deferred selection property were Te Aroha College site (land only) and Te Aroha College House site (land only) together.

6.10 Clause 6.11 applies if, within four months after the date of this deed, the board of trustees does not agree to relinquish the beneficial interest it has in Te Aroha College House site (land only).

6.11 If this clause applies –

6.11.1 the Crown will arrange for the creation of a computer freehold register for Te Aroha College site (land only) excluding Te Aroha College House site (land only) (the **Balance School site**) in accordance with paragraph 6.38.1 of the property redress schedule; and

6.11.2 the Crown shall be entitled to enter into any encumbrances affecting or benefiting the Balance School site which the Crown deems reasonably necessary in order to create separate computer freehold registers for Te Aroha College House site (land only) and the Balance School site and legalise existing accessways and access to services. Such encumbrances shall be in standard form incorporating the rights and powers in Schedule 4 of the Land Transfer Regulations 2002 (and, where not inconsistent, Schedule 5 of the Property Law Act 2007) provided however that clauses relating to obligations for repair, maintenance and costs between grantor and grantee(s) shall provide for apportionment based on reasonable use of any shared easement facilities.

WITHDRAWAL OF TE AROHA COLLEGE SITE (LAND ONLY)

6.12 In the event that Te Aroha College site (land only) becomes surplus to the land holding agency's requirements, then the Crown may, at any time before the governance entity has given a notice of interest in accordance with paragraph 5.1 of the property redress schedule in respect of the school site, give written notice to the governance entity advising it that the school site is no longer available for selection by the governance entity in accordance with clause 6.5. The right under clause 6.5 ceases in respect of the school site on the date of receipt of the notice by the governance entity under this clause.

SETTLEMENT LEGISLATION

6.13 The settlement legislation will, on the terms provided by sections 111 to 115 of the draft settlement bill, enable the transfer of the commercial redress property and the deferred selection properties.

APPLICATION OF CROWN MINERALS ACT 1991

6.14 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that –

6.14.1 despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown), any Crown owned minerals in the commercial redress property or any purchased deferred selection property transferred to the governance entity under this deed, transfer with, and form part of, that property; but

6.14.2 that transfer does not –

(a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium); or

(b) affect other existing lawful rights to subsurface minerals.

6.15 Sections 121 to 130 of the draft settlement bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 6.14 applies.

6.16 The Crown acknowledges, to avoid doubt, that it has no property in any minerals existing in their natural condition in Maori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

7 COLLECTIVE REDRESS

DEED PROVIDING COLLECTIVE REDRESS

7.1 Ngāti Rāhiri Tumutumu is –

7.1.1 one of the 12 Iwi of Hauraki; and

7.1.2 a party to the Pare Hauraki Collective Redress Deed between the Crown and the Iwi of Hauraki.

PARE HAURAKI COLLECTIVE REDRESS

7.2 The parties record the following summary of redress intended to be provided for in the Pare Hauraki Collective Redress Deed. The summary is non-comprehensive and provided for reference only; in the event of any conflict between the terms of the summary and the Pare Hauraki Collective Redress Deed the Pare Hauraki Collective Redress Deed prevails:

Cultural redress

7.2.1 vesting of 1,000 hectares at Moehau maunga in fee simple subject to government purpose (Pare Hauraki whenua kura and ecological sanctuary) reserve status, and co-governance and other arrangements over the entire 3,600 hectare Moehau Ecological Area, including the ability to undertake specified cultural activities as permitted activities:

7.2.2 vesting of 1,000 hectares at Te Aroha maunga in fee simple subject to local purpose (Pare Hauraki whenua kura) reserve status being administered by the Pare Hauraki collective cultural entity:

7.2.3 governance arrangements in relation to public conservation land, including a decision-making framework (which encompasses a regime for consideration of iwi interests including in relation to concession applications), recognition of the Pare Hauraki World View, and other arrangements including the joint preparation and approval of a Conservation Management Plan covering the Coromandel Peninsula, motu[1] and wetlands[2]:

7.2.4 transfer of specific decision-making powers from the Department of Conservation to iwi, including in relation to customary materials and possession of dead protected fauna; a wāhi tapu management framework; and review of the Conservation Management Strategy to ensure Pare Hauraki values and interests are provided for:

1 Including Motutapere Island, Cuvier Island (Repanga), Mercury Islands, Rabbit Island, the Aldermen Islands (Ruamaahua).
2 Including Kopuatai, Torehape and Taramaire wetlands.

7.2.5 natural resource management and governance arrangements over the Waihou and Piako Rivers, the Coromandel Peninsula catchment, the Mangatangi and Mangatawhiri waterway catchments, the Whangamarino wetland and the Tauranga Moana catchments and coastal marine area:

7.2.6 a statutory acknowledgement over the Kaimai Mamaku Range:

7.2.7 $3,000,000 funding and other support for te reo revitalisation:

7.2.8 Ministry for Primary Industries redress, including a right of first refusal over fisheries quota for a period of 176 years from the date the right becomes operative, and recognition of the Pare Hauraki World View by the three principal Acts administered by the Ministry for Primary Industries:

7.2.9 changing the geographic names of specified areas of significance:

7.2.10 a letter of introduction to the responsible Ministers under the Overseas Investment Act 2005 in relation to sensitive land sales:

7.2.11 $500,000 towards the Pare Hauraki collective cultural entity:

Commercial redress

7.2.12 the transfer of the Kauaeranga, Tairua, Whangamata and Whangapoua Forests, the Hauraki Athenree Forest and Hauraki Waihou Forest (being licensed land as defined in the Pare Hauraki Collective Redress Deed):

7.2.13 the early release of certain landbank properties and transfer of other landbank properties on the settlement date:

7.2.14 the right to purchase specific parcels of land administered by the Department of Conservation on a deferred selection basis:

7.2.15 a right of first refusal over RFR land (as defined in the Pare Hauraki Collective Redress Deed), including land held by Crown entities and the Housing New Zealand Corporation, and the Cuvier lighthouse, for a period of 176 years from the date the right becomes operative:

7.2.16 additional rights of refusal over land in Tauranga (for a period of 176 years) and Waikato (as defined in the Pare Hauraki Collective Redress Deed):

Minerals

7.2.17 the transfer of certain Crown-owned minerals in land vested or transferred under the Pare Hauraki Collective Redress Deed:

7.2.18 involvement in any review of ownership of gold and silver:

7.2.19 a relationship agreement with the Ministry of Business, Innovation and Employment.

Pare Hauraki Landbank Properties

7.3 The parties acknowledge that it is intended that the following properties must be transferred by the Pare Hauraki collective commercial entity to the governance entity, either solely, or jointly with other iwi, as the case may be, as referred to in the Pare Hauraki Collective Redress Deed:

Early release commercial redress properties

7.3.1 401 Achilles Avenue, Whangamata (jointly with Hako Tūpuna Trust, Ngāti Maru Rūnanga Trust, Ngāti Tamaterā Treaty Settlement Trust and Ngaati Whanaunga Ruunanga Trust):

7.3.2 8 Hanna Street, Te Aroha:

7.3.3 Cnr Stanley Avenue/Ritchie Street, Te Aroha:

7.3.4 465-475 Stanley Road South, Te Aroha (jointly with Ngāti Maru Rūnanga Trust); and

Commercial redress properties

7.3.5 Lipsey/37 Burgess Streets, Te Aroha:

7.3.6 24 Gordon Avenue, Te Aroha:

7.3.7 35 Stanley Avenue, Te Aroha (jointly with Ngāti Tamaterā Treaty Settlement Trust):

7.3.8 1 Terminus Street, Te Aroha.

Housing New Zealand Corporation right of first refusal

7.4 The parties acknowledge that the governance entity will be entitled to receive any right of first refusal offer received by the Pare Hauraki collective commercial entity under the Pare Hauraki Collective Redress Deed in respect of the following properties:

Land holding agency	**Housing New Zealand Corporation**	
Property ID	**Address**	**Legal Description**
HSS0030380	Te Aroha	0.1012 hectares, more or less, being Lot 3 DPS 9235. All computer freehold register SA12B/1137.
HSS0030381	Te Aroha	0.1285 hectares, more or less, being Lot 4 DPS 9235. All computer freehold register SA12B/1138.
HSS0029880	Te Aroha	0.0771 hectares, more or less, being Lot 8 DPS 5179. All computer freehold register SA22A/230.
HSS0030440	Te Aroha	0.0623 hectares, more or less, being Lot 34 DPS 21776. All computer freehold register SA23A/1295.
HSS0030441	Te Aroha	0.0623 hectares, more or less, being Lot 32 DPS 21776. All computer freehold register SA23A/1296.
HSS0030677	Te Aroha	0.0509 hectares, more or less, being Lot 1 DPS 24997. All computer freehold register SA24D/1488.
HSS0030678	Te Aroha	0.0508 hectares, more or less, being Lot 2 DPS 24997. All computer freehold register SA24D/1489.
HSS0029166	Te Aroha	0.0839 hectares, more or less, being Lot 10 DPS 2147. All computer freehold register SA9B/426.

8 HARBOURS

8.1 The Hauraki Gulf / Tīkapa Moana and Te Tai Tamahine (and the harbours in those water bodies) are of great ancestral, spiritual, cultural, customary and historical significance to Ngāti Rāhiri Tumutumu.

8.2 Ngāti Rāhiri Tumutumu and the Crown acknowledge and agree that this deed does not provide for cultural redress in relation to Hauraki Gulf / Tīkapa Moana and Te Tai Tamahine as that is to be developed in separate negotiations between the Crown and Ngāti Rāhiri Tumutumu.

8.3 Ngāti Rāhiri Tumutumu consider, but without in any way derogating from clause 8.2, negotiations with the Crown will not be complete until they receive cultural redress in relation to the Hauraki Gulf / Tīkapa Moana and Te Tai Tamahine.

8.4 The Crown recognises –

8.4.1 the significant and longstanding history of protest and grievance on the Crown's actions in relation to Tīkapa Moana, including the 1869 petition of Tanumeha Te Moananui and other Pare Hauraki rangatira and the Kauaeranga Judgment; and

8.4.2 Ngāti Rāhiri Tumutumu have long sought co-governance and integrated management of Tīkapa Moana and Te Tai Tamahine.

8.5 The Crown acknowledges that the aspirations of Ngāti Rāhiri Tumutumu for Hauraki Gulf / Tīkapa Moana and Te Tai Tamahine include co-governance with relevant agencies in order to –

8.5.1 restore and enhance the ability of those water bodies to provide nourishment and spiritual sustenance;

8.5.2 recognise the significance of those water bodies as maritime pathways (aramoana) to settlements throughout the Pare Hauraki rohe; and

8.5.3 facilitate the exercise by Ngāti Rāhiri Tumutumu of kaitiakitanga, rangatiratanga and tikanga manaakitanga.

8.6 The Crown and iwi share many goals for natural resource management, including environmental integrity, the sustainable use of natural resources to promote economic development, and community and cultural well-being for all New Zealanders. The Crown recognises the relationships Ngāti Rāhiri Tumutumu have with natural resources, and that the iwi have an important role in their care.

8.7 The Crown agrees to negotiate redress in relation to Hauraki Gulf / Tīkapa Moana and Te Tai Tamahine as soon as practicable, and will seek sustainable and durable arrangements involving Ngāti Rāhiri Tumutumu in the natural resource management of

Hauraki Gulf / Tīkapa Moana and Te Tai Tamahine that are based on Te Tiriti o Waitangi/the Treaty of Waitangi.

8.8 This deed does not address the realignment of the representation of iwi on the Hauraki Gulf Forum under the Hauraki Gulf Marine Park Act 2000. This matter will be explored in the negotiations over Hauraki Gulf / Tīkapa Moana.

8.9 The Crown owes iwi a duty consistent with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi to negotiate redress for Hauraki Gulf / Tīkapa Moana and Te Tai Tamahine in good faith.

8.10 Ngāti Rāhiri Tumutumu are not precluded from making a claim to the Waitangi Tribunal in respect of the process referred to in clause 8.7.

9 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

9.1 The Crown must propose the draft settlement bill for introduction to the House of Representatives.

9.2 The settlement legislation must provide for all matters for which legislation is required to give effect to this deed of settlement.

9.3 The draft settlement bill proposed for introduction to the House of Representatives –

9.3.1 may be in the form of an omnibus bill that includes bills settling the claims of the Iwi of Hauraki; and

9.3.2 must comply with the relevant drafting conventions for a government bill; and

9.3.3 must be in a form that is satisfactory to Ngāti Rāhiri Tumutumu and the Crown.

9.4 The Crown must not after introduction to the House of Representatives propose changes to the draft settlement bill other than changes agreed in writing by Ngāti Rāhiri Tumutumu and the Crown.

9.5 Ngāti Rāhiri Tumutumu and the governance entity must support the passage of the draft settlement bill through Parliament.

SETTLEMENT CONDITIONAL

9.6 This deed, and the settlement, are conditional on the settlement legislation coming into force.

9.7 However, the following provisions of this deed are binding on its signing:

9.7.1 clauses 5.13, 5.20, 5.21, 6.2, 6.8 to 6.12 and 9.4 to 9.11:

9.7.2 paragraph 1.3, and parts 4 to 7, of the general matters schedule.

EFFECT OF THIS DEED

9.8 This deed –

9.8.1 is “without prejudice” until it becomes unconditional; and

9.8.2 may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.

9.9 Clause 9.8.2 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

9.10 The Crown or the governance entity may terminate this deed, by notice to the other, if –

9.10.1 the settlement legislation has not come into force within 36 months after the date of this deed; and

9.10.2 the terminating party has given the other party at least 40 business days' notice of an intention to terminate.

9.11 If this deed is terminated in accordance with its provisions –

9.11.1 this deed (and the settlement) are at an end; and

9.11.2 subject to this clause, this deed does not give rise to any rights or obligations; and

9.11.3 this deed remains "without prejudice"; but

9.11.4 the parties intend that –

(a) the on-account payment; and

(b) any property listed in clauses 7.3.1 to 7.3.4, if that property is transferred pursuant to the Pare Hauraki Collective Redress Deed,

are taken into account in any future settlement of the historical claims.

10 GENERAL, DEFINITIONS, AND INTERPRETATION

GENERAL

10.1 The general matters schedule includes provisions in relation to –

10.1.1 the implementation of the settlement; and

10.1.2 the Crown's –

(a) payment of interest in relation to the settlement; and

(b) tax indemnities in relation to redress; and

10.1.3 giving notice under this deed or a settlement document; and

10.1.4 amending this deed.

HISTORICAL CLAIMS

10.2 In this deed, **historical claims** –

10.2.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngāti Rāhiri Tumutumu, 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

10.2.2 includes every claim to the Waitangi Tribunal to which clause 10.2.1 applies that relates exclusively to Ngāti Rāhiri Tumutumu or a representative entity, including the following claims:

(a) Wai 663 – Te Aroha Lands claim:

(b) Wai 695 – Te Aroha Land and Mountain claim:

(c) Wai 1737 – Descendants of Harete Te Wharau claim:

10.2.3 includes every other claim to the Waitangi Tribunal to which clause 10.2.1 applies, so far as it relates to Ngāti Rāhiri Tumutumu or a representative entity, including the following claims:

(a) Wai 100 – Hauraki claim:

(b) Wai 373 – Maramarua State Forest claim:

(c) Wai 374 – Auckland Central Railways Land claim:

(d) Wai 650 – Athenree Forest and Surrounding Lands claim.

10.3 However, **historical claims** does not include the following claims:

10.3.1 a claim that a member of Ngāti Rāhiri Tumutumu, or a whānau, hapū, or group referred to in clause 10.5.2, may have that is, or is founded on, a right arising as a result of being descended from a tupuna or ancestor who is not referred to in clause 10.5.1:

10.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 10.3.1.

10.4 To avoid doubt, clause 10.2.1 is not limited by clauses 10.2.2 or 10.2.3.

NGĀTI RĀHIRI TUMUTUMU

10.5 In this deed, **Ngāti Rāhiri Tumutumu** means –

10.5.1 the collective group composed of individuals who descend from a Ngāti Rāhiri Tumutumu tupuna or ancestor; and

10.5.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 10.5.1, including the following Ngāti Rāhiri Tumutumu hapū:

(a) Ngāti Kopirimau:

(b) Ngāti Rāhiri:

(c) Ngāti Te Ruinga:

(d) Ngāti Hue:

(e) Ngāti Tumutumu:

(f) Ngāti Kotopara:

(g) Ngāti Te Atua:

(h) Ngāti Te Kaha:

(i) Ngāti Haumia:

(j) Ngāti Tau; and

10.5.3 every individual referred to in clause 10.5.1.

10.6 For the purposes of clause 10.5.1 –

10.6.1 a person is descended from another person if the first person is descended from the other by –

(a) birth; or

(b) legal adoption; or

(c) whangai (Māori customary adoption) in accordance with Ngāti Rāhiri Tumutumu tikanga (Māori customary values and practices of Ngāti Rāhiri Tumutumu); and

10.6.2 **Ngāti Rāhiri Tumutumu tupuna or ancestor** means an individual who –

(a) exercised customary rights by virtue of being descended from –

(i) Te Ruinga; or

(ii) Rāhiri; and

(iii) a recognised tupuna or ancestor of any of the groups listed in clause 10.5.2; and

(b) exercised customary rights predominantly in relation to the area of interest after 6 February 1840; and

10.6.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including –

(a) rights to occupy land; and

(b) rights in relation to the use of land or other natural or physical resources.

MANDATED NEGOTIATORS AND SIGNATORIES

10.7 In this deed –

10.7.1 **mandated negotiators** means the following individuals:

(a) Nicola Scott, Tauranga:

(b) Jill Taylor, Auckland; and

10.7.2 **mandated signatories** means the following individuals:

(a) Nicola Scott, Tauranga:

(b) Jill Taylor, Auckland.

ADDITIONAL DEFINITIONS

10.8 The definitions in part 6 of the general matters schedule apply to this deed.

INTERPRETATION

10.9 Part 7 of the general matters schedule applies to the interpretation of this deed.

SIGNED as a deed on [*date*]

SIGNED for and on behalf of **NGĀTI RĀHIRI TUMUTUMU** by the mandated signatories in the presence of –

_____
Nicola Scott

_____
Jill Taylor

WITNESS

_____

Name:

Occupation:

Address:

SIGNED by the **TRUSTEES OF THE NGĀTI TUMUTUMU TRUST** in the presence of –

_____
Greg Thorne

_____
Nicola Scott

_____
Jill Taylor

_____
Tangiwai Wahitapu

_____
Suzy Tuki

_____
Sheryl Tuki

WITNESS

_____

Name:

Occupation:

Address:

SIGNED for and on behalf of **THE CROWN** by –

The Minister for Treaty of Waitangi Negotiations in the presence of –

_____
Hon Christopher Finlayson

WITNESS

_____

Name:

Occupation:

Address:

The Minister of Finance
(only in relation to the tax indemnities)
in the presence of –

_____
Hon Steven Leonard Joyce

WITNESS

_____

Name:

Occupation:

Address: