THE DESCENDANTS OF THE ORIGINAL OWNERS
OF MARAEROA A AND B BLOCKS

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

12 March 2011

PURPOSE OF THIS DEED

This deed –

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected the descendants of the original owners of Maraeroa A and B blocks and breached the Treaty of Waitangi and its principles; and

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

- settles the settling group's historical claims that relate to the Maraeroa A and B blocks; 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 the settling group to receive the redress; and

- includes definitions of –

  - the historical claims that relate to the Maraeroa A and B blocks; and

  - the settling group; 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

THE DESCENDANTS OF THE ORIGINAL OWNERS OF MARAEROA A AND B BLOCKS

and

THE CROWN

1 BACKGROUND

NEGOTIATIONS

1.1 The descendants of the original owners of Maraeroa A and B blocks gave the mandated negotiators a mandate to negotiate a deed of settlement with the Crown by resolution of registered members put to those registered members present at five mandating hui held between 21 August 2010 and 29 August 2010. The hui were held in Auckland, Te Kuiti, Tokaanu, Lower Hutt and Pureora. The resolution stated that: "Te Maru o Rereahu Trust is mandated to represent the descendants of the original owners of Maraeroa A and B blocks in negotiations with the Crown, regarding the final settlement of all historic Treaty of Waitangi claims with respect to Maraeroa A and B." Voting on the resolution was by secret ballot of the registered members present at each hui. 98 percent of the valid votes cast were in favour of the resolution and in September 2010 Te Maru o Rereahu Trust submitted its Deed of Mandate to the Crown.

1.2 The Crown recognised the mandate on 23 November 2010.

1.3 The mandated negotiators and the Crown -

1.3.1 by terms of negotiation dated 6 September 2008, agreed the scope, objectives, and general procedures for the negotiations; and

1.3.2 by letter dated 25 July 2010, agreed, in principle, that the settling group and the Crown were willing to enter into a deed of settlement on the basis set out in the agreement; and

1.3.3 since the letter of offer, have –

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

(b) negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

1.4 The settling group have, since the initialling of the deed of settlement, by a majority of-

1.4.1 90.28%, ratified this deed and approved its signing on their behalf by the mandated signatories; and

1.4.2 90.15%, approved the governance entity receiving the redress.

1.5 The majority referred to in clause 1.4 is of valid votes cast in a ballot by eligible members of the settling group.

1.6 The Crown is satisfied–

1.6.1 with the ratification and approvals of the settling group referred to in clause 1.4; and

1.6.2 with the mandate of the Mandated Signatories from the descendants of the original owners of Maraeroa A and B blocks to sign this Deed on behalf of the descendants of the original owners of Maraeroa A and B blocks; and

1.6.3 the governance entity is appropriate to receive the redress

AGREEMENT

1.7 Therefore, the parties –

1.7.1 in a spirit of co-operation and compromise wish to enter, in good faith, into this deed settling the historical claims that relate to the Maraeroa A and B blocks;

1.7.2 with the mandate of the mandated signatories to sign this deed; and

1.7.3 agree and acknowledge as provided in this deed.

GOVERNANCE ENTITY TO BE ESTABLISHED AND SIGN DEED OF COVENANT

1.8 Within 6 months after the date of this deed:

1.8.1 the descendants of the original owners of Maraeroa A and B blocks must establish the governance entity trust substantially in the form ratified during the process referred to in clauses 1.4 and 1.5; and

1.8.2 the governance entity trust must sign the deed of covenant (the "deed of covenant") in the form provided in part 7 of the documents schedule (under which the governance entity trust agrees, among other matters, to comply with its obligations under this deed).

1.9 The Establishment Trustees of the governance entity trust will comprise:

1.9.1 three trustees appointed by Te Maru o Rereahu Trust; and

1.9.2 one trustee appointed by each of:

(a) the Maniapoto Maori Trust Board;

(b) the Tuwharetoa Maori Trust Board; and

(c) the Raukawa Settlement Trust.

1.10 Within 5 business days after the date of this deed the mandated signatories must invite in writing each of the organisations referred to in clause 1.9 (the "appointing organisations") to nominate within 3 months after the date of this deed a person to act as an Establishment Trustee of the governance entity trust.

1.11 If the mandated signatories do not receive a nomination from an appointing organisation in accordance with clause 1.10:

1.11.1 the mandated signatories may exercise the right of that appointing organisation to appoint a person to act as an Establishment Trustee of the governance entity trust; and

1.11.2 the right of that appointing organisation to appoint an Establishment Trustee of the governance entity trust ceases.

APPOINTMENT OF AGENT FOR THE DESCENDANTS OF THE ORIGINAL OWNERS OF THE MARAEROA A AND B BLOCKS

1.12 The descendants of the original owners of the Maraeroa A and B Blocks appoint the mandated signatories as their agents to agree with the Crown to exercise any of the following powers on their behalf under this deed (until the governance entity trust signs the deed of covenant under clause 1.8):

1.12.1 give and receive any notice or other communication;

1.12.2 exercise any right or power;

1.12.3 waive any provisions; and

1.12.4 agree to any amendment of this deed.

GOVERNANCE ENTITY TRUST TO REPLACE AGENTS

1.13 Once the governance entity trust signs the deed of covenant under clause 1.12:

1.13.1 the appointment of any agent under clause 1.12 terminates; and

1.13.2 the powers under clause 1.12 may be exercised by the governance entity trust.

2 HISTORICAL ACCOUNT

INTRODUCTION

2.1. The acknowledgements and apology from the Crown to the people of Maraeroa A and B blocks in part 3 are based on the following historical account.

MARAEROA A AND B BLOCKS

2.2. Maraeroa A and B blocks were part of the Maraeroa block, a subdivision of the Taupōnuiatia West block, which was part of Te Rohe Pōtae district.

2.3. The people of Maraeroa A and B blocks comprise hapū affiliating to Ngāti Rereahu, Ngāti Maniapoto, Tūwharetoa, Raukawa and others. Maraeroa is the location of significant wāhi tapu for some of these iwi. For example, the village of Ngā Herenga, where the eponymous ancestor, Rereahu, lived peacefully until he died, is situated within the Maraeroa A block. The land upon which the people of Maraeroa A and B blocks settled and exercised kaitiakitanga was also rich in resources. It was an area regarded as a kono kai (food basket) that provided a wide range of foods and resources for all of the iwi of the surrounding district. The area was shared with many iwi who were able to come and go harvesting food.

2.4. The people of Maraeroa A and B blocks held their land under customary tenure and it was occupied by whānau and hapū in a system of overlapping use rights. Along with other Māori within Te Rohe Pōtae the people of Maraeroa A and B blocks had only limited involvement with the Crown until the second half of the nineteenth century.

Te Rohe Pōtae

2.5. During the mid- to late nineteenth century Māori of Te Rohe Pōtae district, which included the Maraeroa A and B blocks, sought to control land alienation and Pākehā settlement.

2.6. From 1862, Māori land was subject to native land legislation which established the Native Land Court to determine the owners of Māori land 'according to Native Custom' and to convert customary title into title derived from the Crown. This was a significant change from customary forms of tenure where land rights were generally communal as the new land laws gave land rights to individuals. Crown titles also created fixed boundaries on land that was previously shared between groups, with traditional rights extending across an area of land. Any Māori person could initiate a title investigation through the Native Land Court by submitting an application in writing to the court and paying a fee. The legislation also set aside the Crown's pre-emptive right of land purchase enabling individual Māori to use their land as security to develop it, and lease and sell their lands with few restrictions.

2.7. In 1883, as part of their efforts to control alienation, Māori with claims to the Maraeroa A and B blocks, were among Te Rohe Pōtae Māori who petitioned the Government to replace the Native Land Court with a system of land administration to give Māori more control. The Government refused to abolish the Native Land Court, but passed the Native Committees Act 1883 providing elected Māori committees the opportunity to make recommendations to the Native Land Court on matters of customary title.

2.8. Amongst other efforts to retain control over the alienation of their land, Māori from Te Rohe Pōtae district favoured leasing their land. However, the Crown favoured purchasing over leasing. The Crown sought to open up Te Rohe Pōtae for settlement and to construct the main trunk railway through the area. In 1884, to support these goals, the Crown passed the Native Land Alienation Restriction Act 1884 (and later legislation) to give itself a monopoly right of purchasing in Te Rohe Pōtae.

2.9. Te Rohe Pōtae leaders with interests in Maraeroa voiced opposition to such restrictions, noting that it prevented them from alienating their lands as they saw fit, through either lease or sale. They also claimed it affected the price the Crown paid Māori for their land. Despite opposition from Māori, the Crown's sole right to acquire lands in Te Rohe Pōtae area, including Maraeroa A and B blocks, appears to have been in place until 1909 except for a brief period in 1888 and 1889.

Complex title investigations

2.10. Maraeroa was within Taupōnuiatia, the first of the large Te Rohe Pōtae blocks to come before the Native Land Court. The application for the Taupōnuiatia block was made in October 1885 by Ngāti Tūwharetoa. In 1886 and 1887, the court sitting in Taupō investigated title to the Taupōnuiatia West block, which included Maraeroa. A number of hapū attended the court hearing and made a claim to the Maraeroa subdivision. These hapū included Ngāti Matakore, Ngāti Rereahu, Ngāti Poutu, Ngāti Whakatere, and Ngāti Karewa.

2.11. In February 1887, the court made an initial title determination for Maraeroa, which was finalised in September 1887 as part of the wider Taupōnuiatia decision. The court awarded Maraeroa, estimated to be 41,245 acres, to hapū who claimed through the tupuna Tia and Tūwharetoa. Individuals claiming interests in Maraeroa were only successfully included in the ownership lists if they could claim descent through Tia and Tūwharetoa. One hundred and two Ngāti Karewa, 32 Ngāti Matakore, and 15 Ngāti Rereahu names were included on the ownership list for the block.

2.12. The court's 1887 decision for the wider Taupōnuiatia block caused disaffection amongst some hapū. Several applications were submitted to the Chief Judge of the Native Land Court seeking a rehearing. These applications were declined. Some Māori subsequently petitioned Parliament seeking a rehearing. A key issue for these Māori was the location of the boundary between the Maraeroa and Pouakani blocks.

2.13. On 9 July 1889, the government appointed the Taupōnuiatia Royal Commission to inquire into, among other matters, the boundary between the Maraeroa and Pouakani blocks. The commission completed its report on 17 August 1889. Its findings determined a new location for the eastern boundary of Maraeroa and cancelled the Native Land Court's 1887 Maraeroa award. The Native Land Court Acts Amendment Act 1889 legislated the commission's findings and Maraeroa returned to Māori customary land.

2.14. In August 1891, the Native Land Court re-investigated the Maraeroa block, and land was awarded to a significantly larger number of individuals (just over 450). Not all of those awarded interests in 1887 were awarded interests in 1891. Individuals from Ngāti Matakore, Ngāti Karewa and Ngāti Rereahu again received interests along with Ngāti Whakatere, Ngāti Poutu, Ngāti Tarapikau, and Ngāti Maniapoto.

2.15. Following the 1891 investigation, the court ordered the subdivision of Maraeroa into seven blocks which were to be awarded to different combinations of claimants from different hapū. These seven blocks were Maraeroa A, A1, B, B1, C (Pukemako), Ketemaringi and Hurakia blocks. At this time the total area of the Maraeroa subdivisions was thought to be 47,975 acres. Maraeroa A was approximately 19,900 acres and Maraeroa B, approximately 13,000 acres. None of the Maraeroa subdivisions had been surveyed at the time of the award and the court did not specify the area of all the subdivisions. The lengthy ownership lists for Maraeroa took several years to finalise. During the 1890s, at the request of Māori, the list of owners for Maraeroa A and B blocks was amended several times with new names added and others removed.

2.16. Some of those awarded interests in Maraeroa A and B blocks complained in 1910 that individuals participating in the hearings were unaware of the nature of surveys, and court hearings and had poor representation. Māori with interests in Maraeroa submitted a number of unsuccessful petitions to the Crown in the 1930s and 1940s seeking amendments to the boundaries of the Maraeroa subdivisions.

Discrepancies in surveys and survey costs

2.17. Regulations under the Native Land Acts required the survey office to provide surveyed plans for each block before the Native Land Court could finalise title. When the court began investigating title for Maraeroa in 1886, surveys for the block were still incomplete and only sketch plans were available. The external boundary of Maraeroa was subsequently completed whilst the court was hearing evidence relating to the Taupōnuiatia West blocks.

2.18. Following the Taupōnuiatia Royal Commission's annulment of the 1887 Native Land Court award and the amendment of the eastern boundary, a new survey was required for the 1891 court hearing. Subsequent surveys were also required to identify the internal subdivisions of Maraeroa. However, the Crown decided not to conduct full surveys of the internal subdivisions of Maraeroa as it was actively purchasing individual interests of the owners and believed it would result in unnecessary costs for the owners.

2.19. The absence of proper surveys produced discrepancies between the areas for Maraeroa as recorded in various sketch plans and final surveys. Sketch plans of the internal boundaries of Maraeroa in 1891 and 1894, and surveys of blocks adjacent to Maraeroa in 1892 and 1895, resulted in several adjustments between the estimated areas. The area listed on the deeds when the Crown purchased the land was frequently different again. As a result of these discrepancies, some of the descendants of the owners of Maraeroa A and B blocks have oral traditions that the block should have been larger than that estimated by the court and determined by the final surveys.

2.20. The location of two key boundary markers has also been questioned. At the 1887 and 1891 hearings witnesses disputed the location of the boundary marker separating the Maraeroa and Pouakani blocks. This historical marker was called Taporaroa and was important to many iwi.

2.21. Some of the descendants of the original owners of the Maraeroa A and B blocks today consider that the boundary markers at Taporaroa and Ngā Turi o Hinetū, as fixed after the 1891 court hearing do not align with their traditional understanding of their locations. They believe that these two markers are located north-west of where they finally were surveyed, which would significantly increase the area of Maraeroa. Some of the people of Maraeroa A and B blocks consider that the headwaters of the Waipā commence at

Taporaroa. Surveys, however, excluded the headwaters from the Maraeroa block. Additionally, since the early twentieth century the boundary marker for Ngā Turi o Hinetū has been mislabelled as Te Arero Pā.

2.22. Survey costs became a financial burden for some owners. Owners were liable for the 1886 survey and for the costs of surveys required for the 1891 re-hearing and its subdivisions, and as boundaries were revised following Crown purchasing or when owners sought to have their interests partitioned out. The Crown charged compound interest on survey liens from the time the survey was commenced and the interest continued to compound while the Crown completed the purchase of land within Maraeroa A and B blocks. Owners not selling their land paid survey costs directly or in land while owners who were selling land had their portion of costs deducted from the purchase price. Up until 1897, survey liens for Maraeroa equated to eleven percent of the total purchase price that the Crown paid for interests in Maraeroa land. During the early 1890s, as the area of the Maraeroa subdivisions was recalculated, the Crown reassigned the survey liens owing on Maraeroa and it is not clear how the liens were assigned between the blocks.

2.23. Alongside survey liens, owners of Maraeroa incurred costs associated with participation in the Taupōnuiatia Royal Commission and in legal matters preceding the commission. Applications for title investigations before the Native Land Court could also be a financial burden for some iwi as a fee was required.

2.24. The complexity surrounding surveys of the Maraeroa block is further demonstrated by the events surrounding the survey of its boundary with the Pouakani block. Māori with claims to the area did not readily agree upon the location of the boundary between Maraeroa and the Pouakani block. The boundary between these two blocks was set by the Native Land Acts Amendment Act 1889 upon the recommendation of the Taupōnuiatia Royal Commission. However, in 1891 on completing the rehearing for Maraeroa the Native Land Court declared a boundary to the east of that established by the 1889 Act. This boundary made the Maraeroa block approximately 4,200 acres larger than what would have resulted from the 1889 Act. While the Crown had purchased these 4,200 acres by the early twentieth century, in 1996 the Māori Land Court reconsidered the case and confirmed the boundary as established by the 1889 Act thereby overturning the 1891 title determination. The disputed 4,200 acres was added to the historic boundary of the Pouakani block. This continues to be a source of grievance for some of the descendants of the original owners of Maraeroa A and B blocks.

Crown purchasing

2.25. The Crown first considered purchasing Maraeroa in mid-1887 when claimants to Maraeroa, seeking to control the alienation of the block and manage survey costs, offered to sell 20,000 acres of Maraeroa land to the Crown at five shillings per acre. Crown land agents recommended the purchase go ahead as the land was of good quality and close to the main trunk railway. However, officials took no action noting that the Crown was not prepared to purchase land in Maraeroa at this time as title had not been settled.

2.26. By June 1889, the Crown had decided that purchasing in Te Rohe Pōtae could proceed and officially informed Ngāti Maniapoto rangatira that it intended to begin land purchase operations in the district. Formal Crown purchasing began in Te Rohe Pōtae later that year, but land purchase negotiations for Maraeroa did not begin until the early 1890s.

2.27. During the 1891 hearing owners again sought to collectively manage the survey costs and the alienation of the block. Before the court determined the title for Maraeroa, the owners made an agreement with the Crown that Maraeroa A1 of 4,000 acres and Maraeroa B1, 3,995 acres, would be taken to defray costs, including survey charges.

2.28. Following the award of title in 1891 Crown land purchase officers began purchasing individual interests in the Maraeroa A and B blocks. In 1892 and 1893 owners of Maraeroa offered to sell land in Maraeroa A, B, C, Hurakia and Ketemaringi. In 1893 the first advance payments for Maraeroa lands were made to owners.

2.29. The Crown completed its acquisition of the entire Maraeroa A1 and B1 blocks in 1895, parts of A2 and B2 in 1901 and parts of A3 and B3 in 1908. Approximately 90 percent of the Maraeroa A and B blocks was permanently alienated between 1895 and 1908.

2.30. During this time period, the Crown purchased the interests of several owners of the Maraeroa A and B blocks who were minors. The Crown considered this necessary to complete the purchase of some subdivisions. The Crown had earlier decided that it was too risky to purchase minors' interests in Te Rohe Pōtae lands before the interests were defined, particularly as the court was unlikely to define them as equal to the shares awarded to adults. But in the 1890s an exception was made when the Crown purchased the shares of over 20 minors with interests in Maraeroa A2 and an unknown number of shares of minors with interests in B2.

2.31. Some of those who refused to sell land to the Crown, nevertheless, had land taken to pay for survey costs. Once the Crown had secured substantial interests from owners of Maraeroa A2 and B2 the Crown applied to the Native Land Court to have its interests partitioned out of these blocks. At the same time the Crown also applied to the court for land owned by non-sellers to meet outstanding survey costs. In 1901 the court partitioned out 7,311 acres of Maraeroa B2 for the Crown as well as awarding them a further 856 acres to cover unpaid survey liens owed by the non-sellers.

2.32. By 1908, the Crown had purchased the majority of the Maraeroa A and B blocks. However, the boundary between those blocks and Maraeroa C had not been surveyed 'on the ground'. In the early 1890s, the Survey Department had estimated the boundary and submitted a plan to the court, which the Chief Judge assumed was correct and approved. A survey carried out in 1908 revealed that the Crown-owned areas were much smaller than thought. Purchase deeds showed that the Crown had purchased 33,135 acres, but the new surveys recorded that the Crown owned portions totalled just 24,802 acres. The Maraeroa C block, which the Crown had not purchased, was much larger than previously estimated. Consequently, most of the Crown owned portions of the Maraeroa A and B blocks were significantly reduced.

Table 1: Crown purchases of Maraeroa A and B blocks from 1895 to 1908

Subdivision	Area purchased (acres)	Date sold	Purchase price £	Amended survey 1908 (acres)
Maraeroa A1	4,000	1895	564.19.8	4,000
Maraeroa B1	3,995	1895	501.12.4	2,358
Maraeroa A2	13,065	1901	2,498.10.11	11,603
Maraeroa B2	8,176	1901	1,717.17.7	3,141
Maraeroa A3A	2,842a 1r 22p	1908	2,202.7.6	3,282
Maraeroa B3A	1,043a 3r 20p	1908	1,678.10.0	418a 3r 32p
Approximate total	**33,125a 2 r 2p**		**9,163.18.0**	**28,802a 3 r 32p**

Alienation of remainder of Maraeroa A and B blocks

2.33. The Native Land Act 1909 introduced further reform of Māori land tenure. In particular, decisions over Māori land alienation were to be made at publicly notified meetings of owners and confirmed by regional land boards. The Act also removed most restrictions on the alienation of Māori land that were created by the Native Land Court.

2.34. Between 1916 and 1958 the remaining Māori-owned areas of the Maraeroa A and B blocks were alienated, largely to private timber companies. In accordance with native land law, the permanent alienations of these lands were approved at meetings of assembled owners, though some owners later complained they were not aware of these meetings and some who did attend meetings voted against the sales. Owners holding a majority of shares in the land could approve alienations.

Table 2: Permanent alienations of Maraeroa A3 and B3 subdivisions

Subdivision	Acres	Date sold	Purchase price £
Maraeroa A3B1	261a 0r 22p	1941	3,036
Maraeroa A3B2	1,981a 0r 29p	1922	4,716
Maraeroa B3B1A	192a 2r 0p	1958	300
Maraeroa B3B1B	104a 3r 22p	1922	1,440
Maraeroa B3B2A	124a 2r 0p	1916	1,364
Maraeroa B3B2B1	417a 1r 21p	1936	3,331.9.6
Maraeroa B3B2B2	638a 3r 31p	1936	5,079.17.10
Approx. Total	**3,720a 3 r 5 p**		**£28,400**

2.35. Only 7.2 hectares from the Maraeroa A and B blocks remains in Māori ownership today. This land, sited in B2, had been alienated to the Crown, but was returned to seven owners in 1947 in exchange for six acres of Maraeroa C that the State Forest Service sought as an accessway to Crown land in Maraeroa C.

Minimal benefit from timber

2.36. The Maraeroa A and B blocks contained valuable native timber, which from the late 1890s the Crown and private entrepreneurs expressed interest in milling. The price the Crown paid for Maraeroa A and B land in the 1890s was unlikely to have accounted for the value of the timber on the land. Milling commenced on some of the Maraeroa A and B blocks in the 1920s when land was leased and later sold to private parties.

2.37. Between the 1920s and the late 1950s, some owners of the Maraeroa subdivisions expressed concerns about the valuation of timber on their lands prior to the land being sold to private timber companies. On one block the State Forest Service claimed that timber was significantly undervalued when owners agreed to sell the land to private parties. The valuer was not specifically asked to value the timber and did not include it in his valuation. While owners' concerns were investigated no action was taken and the value of the timber was not established. In 1955 one official noted that many valuations of land taken for survey charges were valued for the land only, and did not account for the millable timber on the blocks.

2.38. There is no evidence that the Crown deliberately underestimated the value of timber on the Maraeroa A and B subdivisions, but those purchasing the lands would have benefited from low valuations and the sellers did not receive the full value of the land and its resources.

2.39. Some of the land purchased by the Crown within the Maraeroa A and B blocks became part of the Pureora Forest which produced significant amounts of timber in the second part of the twentieth century. In 1960 almost half (27,325 cubic metres) of the 63,118 cubic metres of indigenous wood milled in New Zealand came from the Pureora indigenous forest. In 1977, 46,000 cubic metres of indigenous wood was removed from the Pureora area. Four hundred and eighty seven people were employment in nearby towns and their livelihoods rested on the indigenous timber industry of Pureora. The forest added value in the economy totalling $2.9 million.

2.40. By the late 1970s, the Crown began exploring options for Pureora Forest as logging its indigenous trees was not sustainable beyond the following decade. The Crown's own research indicated that reducing or discontinuing the logging of the indigenous Pureora Forest, and the accompanying job losses, would significantly affect surrounding towns and communities. Nevertheless, the Crown decided to halt the logging of indigenous forest at Pureora and created the Pureora State Forest Park.

2.41. The Crown was also aware of public concerns about preserving indigenous forests for scenic and conservation reasons. During the 1970s public attitudes toward protecting indigenous forest resulted in well-publicised protests against logging in Pureora. Protestors approached the Minister of Forests in 1977 seeking a discontinuation of logging in Pureora. The following year, Pureora was among the forests in which logging was halted and detailed plans to preserve and manage the indigenous forest in the area were developed. The Crown continues to place a high priority on the management of

conservation areas in the Pureora region, including the protection of forest habitats for threatened species.

2.42. According to the descendants of the original owners of Maraeroa A and B blocks ending the logging of the indigenous forest in Pureora created significant unemployment in the area, made some small local towns unviable, and forced families to leave the district in search of work.

2.43. Alongside milling native timber, the Crown and private parties also established exotic timber forestry in the Pureora Forest. The first exotic trees were planted in 1949. By 1960 the Crown had planted 407 hectares of Pureroa in exotic forest. By 1984 this had risen to 6,039 hectares of exotic forest. The exotic forests at Pureora continue to be milled in 2010.

2.44. The descendants of the original owners of the Maraeroa A and B blocks consider that they received comparatively minimal benefit from the sale of the forests, the milling of indigenous timber, and the development of exotic forests on their former land, and as a result lost significant economic opportunities when they lost ownership of this land.

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

3.1 The Crown acknowledges that it has failed to address the longstanding and legitimately held grievances of the descendants of the original owners of the Maraeroa A and B blocks and that recognition of these grievances is long overdue. The Crown hereby recognises those grievances and makes the following acknowledgements -

3.1.1 The Crown acknowledges that:

(a) in 1862 native land legislation was imposed on Māori land owners without consulting them;

(b) the native land laws facilitated Crown and private purchasing of Māori land;

(c) in 1887 the Native Land Court awarded Maraeroa to 149 individuals and that this decision was overturned and when the block's title was reheard in 1891 it was awarded to just over 450 individuals; and

(d) some of the descendants of the original owners of the Maraeroa A and B blocks today consider that the boundary markers at Taporaroa and Ngā Turi o Hinetu, as fixed after the 1891 Native Land Court hearing, do not align with their traditional understanding of their locations and significantly decreased the size of Maraeroa.

3.1.2 The Crown acknowledges that:

(a) the operation and impact of the native land laws, in particular the awarding of the Maraeroa A and B blocks to individuals, and enabling individuals to deal with that land without reference to iwi or hapū, made those lands more susceptible to partition, fragmentation and alienation. This undermined traditional tribal structures of the iwi who resided on the Maraeroa A and B blocks which were based on collective tribal and hapū custodianship of the land; and

(b) it failed to protect those collective tribal structures, which had a prejudicial effect on the owners of the Maraeroa A and B blocks and this was a breach of the Treaty of Waitangi and its principles.

3.1.3 The Crown acknowledges that:

(a) from 1884 to 1908 the Crown had a monopoly over purchasing from the Maraeroa A and B blocks;

(b) between 1895 and 1908 the Crown purchased the individual interests of most of the owners of the Maraeroa A and B blocks, totalling 90 percent of the two blocks, including the shares of over 20 minors;

(c) the surveys of Maraeroa became a charge upon the land and some owners of Maraeroa A and B blocks who did not wish to sell their lands had areas of land taken for payment for survey liens; and

(d) surveys of the internal boundaries of the Maraeroa A and B blocks were not carried out in a timely manner, which would have limited the owners' ability to use the land.

3.1.4 The Crown acknowledges that:

(a) the Maraeroa A and B blocks contained significant areas of indigenous forest;

(b) the prices paid by the Crown for the Maraeroa A and B blocks did not appear to include the value of the indigenous timber on the land;

(c) the Crown and private parties benefited from the milling of the indigenous forests on the Maraeroa A and B blocks during the twentieth century; and

(d) the milling of indigenous forest removed the habitat of indigenous species.

3.1.5 The Crown acknowledges that the alienation of the Maraeroa A and B blocks:

(a) separated the descendants of the original owners of the Maraeroa A and B blocks from their wāhi tapu;

(b) undermined their cultural connection to the land; and

(c) deprived them of the ability to access nga wāhi kohinga kai, cultural resources and materials for construction (such as raupo for building whare).

APOLOGY

3.2 The Crown makes this apology to the original owners of the Maraeroa A and B blocks and their descendants.

3.3 The Crown profoundly regrets and unreservedly apologises to the descendants of the original owners of the Maraeroa A and B blocks for the impact of the native land laws which led to the alienation of the majority of the Maraeroa A and B blocks. The loss of these lands undermined the social and traditional tribal structures of the people of the Maraeroa A and B blocks, their autonomy and ability to exercise customary rights and responsibilities, and their access to nga wāhi kohinga kai, customary resources and wāhi tapu.

3.4 Through this apology the Crown seeks to atone for these wrongs and to begin the process of healing. The Crown hopes that this apology will mark the beginning of a new

relationship with the descendants of the original owners of the Maraeroa A and B blocks that is based on mutual trust and co-operation.

4 SETTLEMENT

ACKNOWLEDGEMENTS

4.1 Each party acknowledges that -

4.1.1 the other parties have acted honourably and reasonably in relation to the settlement; but

4.1.2 full compensation of the settling group is not possible; and

4.1.3 the settling group intends their foregoing of full compensation to contribute to New Zealand's development; and

4.1.4 the settlement is intended to enhance the ongoing relationship between the settling group and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).

4.2 The settling group acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

SETTLEMENT

4.3 Therefore, on and from the settlement date, -

4.3.1 the historical claims that relate to the Maraeroa A and B blocks are settled; and

4.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims that relate to the Maraeroa A and B blocks; 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.

REDRESS

4.5 The redress, to be provided in settlement of the historical claims that relate to the Maraeroa A and B blocks, –

4.5.1 is intended to benefit the settling group collectively; but

4.5.2 may benefit particular members, or particular groups of members, of the settling group if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

4.6 The settlement legislation will, –

4.6.1 provide for the matters set out in clause 4.3; and

Jurisdiction of courts and judicial bodies excluded

4.6.2 provide that despite any enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including the jurisdiction to inquire into, or further inquire into, or to make a finding or recommendation) in respect of:

(a) any or all of the historical claims that relate to the Maraeroa A and B blocks; or

(b) this deed; or

(c) the redress; or

(d) the settlement legislation;

4.6.3 provide that clause 4.6.2 does not exclude any jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed or the settlement legislation; and

Jurisdiction of Waitangi Tribunal excluded

4.6.4 provide that the Treaty of Waitangi Act 1975 is amended (by inserting the name of the settlement legislation in Schedule 3 of that Act in its appropriate alphabetical order) to provide that:

(a) despite anything in the Treaty of Waitangi Act 1975 or in any other enactment or rule of law, on and from the settlement date, the Waitangi Tribunal does not have jurisdiction (including the jurisdiction to inquire into, or further inquire into, or to make a finding or recommendation) in respect of:

(i) any or all of the historical claims that relate to the Maraeroa A and B blocks; or

(ii) this deed; or

(iii) the redress provided to the governance entity; or

(iv) the settlement legislation; and

(b) paragraph (a) of this clause does not exclude any jurisdiction of the Waitangi Tribunal in respect of the interpretation or enforcement of this deed or the settlement legislation; and

Māori land claims protection legislation ceases to apply

4.6.5 provide that the Māori land claims protection legislation does not apply -

(a) to a redress property or any RFR Property; or

(b) for the benefit of the settling group or a representative entity; and

Removal of memorials from settlement properties

4.6.6 provide that:

(a) the chief executive of LINZ must issue to the Registrar-General of Land a certificate (a "**memorial certificate**") that identifies, by reference to the relevant certificate of title or computer register, each allotment that is:

(i) all, or part, of a redress property or RFR Property; and

(ii) contained in a certificate of title or computer register that has a memorial entered under any Māori land claims protection legislation (a "**memorial**"); and

(b) the chief executive of LINZ must issue a memorial certificate as soon as reasonably practicable after the settlement date; and

(c) a memorial certificate must state the section of the settlement legislation that it is issued under; and

(d) the Registrar-General of Land must, as soon as is reasonably practicable after receiving a memorial certificate:

(i) register the memorial certificate against each certificate of title or computer register identified in it; and

(ii) cancel, in respect of each allotment identified in the memorial certificate, each memorial that, under any Māori land claims protection legislation, is entered on the certificate of title or computer register against which the memorial certificate is registered; and

Exclusion of the rule against perpetuities

4.6.7 provide that neither the rule against perpetuities, nor any provisions of the Perpetuities Act 1964, apply to a settlement document if the application of that rule, or the provisions of that Act, would otherwise make the document, or a right conferred by the document, invalid or ineffective; and

4.6.8 provide that if the trustees for the time being (the "**trustees**") of the trust (the "**trust**") are, in their capacity as trustees of the trust, the governance entity trust:

(a) neither the rule against perpetuities, nor any provisions of the Perpetuities Act 1964, prescribe or restrict the period during which:

(i) the trust may exist in law; or

(ii) the trustees, in their capacity as trustees of the trust, may hold or deal with property (including income derived from property);

(b) however, if the trust is, or becomes, a trust for charitable purposes (including if the trustees are or become incorporated as a board under the Charitable Trusts Act 1957):

(i) clause 4.6.8(a) does not apply; and

(ii) any application of the rule against perpetuities or any provision of the Perpetuities Act 1964 to the trust, and the trustees in their capacity as trustees of the trust, must be determined under the general law.

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

Public access to this deed of settlement

4.8 The settlement legislation will provide that the chief executive of the Ministry of Justice must, on and after the settlement date, make copies of this deed available:

4.8.1 for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington between the hours of 9.00am and 5.00pm on any business day; and

4.8.2 free of charge, on an internal website maintained by or on behalf of the Ministry of Justice.

5 CULTURAL REDRESS

OVERLAY CLASSIFICATION

5.1 The settlement legislation will, –

5.1.1 declare that Pureora o Kahu (as shown on deed plan OTS-120-18) is subject to an overlay classification; and

5.1.2 provide the Crown's acknowledgement of the statement of the values of the descendants of the original owners of Maraeroa A and B blocks in relation to the site, the text of which is set out in part 1 of the documents schedule; and

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

(a) when considering general policy, or a conservation document in relation to the site, to have particular regard to the statement of values of the descendants of the original owners of Maraeroa A and B blocks, and the protection principles, the text of which is set out in part 2 of the document schedule, for the site; and

(b) before approving general policy, or a conservation document in relation to the site to -

(i) consult with the governance entity trust; and

(ii) have particular regard to its views as to the effect of the policy or the conservation document on the values of the descendants of the original owners of Maraeroa A and B blocks, and the protection principles, for the site; and

5.1.4 provide that if the governance entity trust advises the New Zealand Conservation Authority in writing that they have significant concerns about a draft conservation management strategy in relation to the site, the New Zealand Conservation Authority must, before approving the conservation management strategy, give the governance entity trust an opportunity to make submissions to it in relation to those significant concerns; and

5.1.5 require the Director-General to take action in relation to the protection principles in accordance with clauses 5.2.4-5.2.6; and

5.1.6 enable the making of regulations in relation to the site in accordance with clause 5.2.10.

5.2 The settlement legislation will provide:

Agreement on protection principles

5.2.1 that the governance entity trust and the Crown may agree on, and publicise, protection principles that are directed at the Minister of Conversation:

(a) avoiding harm to the values of the descendants of the original owners of Maraeroa A and B blocks in relation to the site; or

(b) avoiding the diminishing of the values of the descendants of the original owners of Maraeroa A and B blocks in relation to the site;

5.2.2 that the protection principles set out in part 2 of the documents schedule are to be:

(a) treated as having been agreed by the governance entity trust and the Crown under clause 5.2.1; and

(b) notified by the Minister of Conservation in the *Gazette* as soon as practicable after the settlement date;

5.2.3 that the protection principles may be changed:

(a) by the agreement in writing of the governance entity trust and the Crown; or

(b) by the Minister of Conservation, after consulting with the governance entity trust, to give effect to a deed of settlement with another claimant group with an interest in the site, and

in either case, the Minister of Conservation must notify the change in the *Gazette* as soon as practicable after the change has been effected;

Action by Director-General

5.2.4 that the Director-General must take action in relation to the protection principles;

5.2.5 that the Director-General:

(a) has a complete discretion to determine the method and extent of the action to be taken;

(b) must notify the governance entity trust of the intended action; and

(c) if requested in writing by the governance entity trust, must not take the action in respect of the protection principles to which the request relates;

5.2.6 that it is acknowledged and confirmed by the Crown that the actions set out in paragraph 2 of the protection principles in part 2 of the documents schedule are actions which the Director-General has in his or her discretion determined to take and which will be notified by the Director-General in the *Gazette*;

Amendment of conservation document

5.2.7 that the Director-General:

(a) may initiate an amendment of a conservation document to incorporate objectives relating to the protection principles (including a recommendation to promulgate regulations or make bylaws); and

(b) must consult with the relevant conservation board before initiating that amendment;

5.2.8 that an amendment of a conservation document initiated under clause 5.2.7 is an amendment for the purposes of section 17I(1) to (3) of the Conservation Act;

5.2.9 that clauses 5.2.7 and 5.2.8 do not limit clause 5.2.5(a);

Regulations

5.2.10 that the Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, make regulations for the following purposes:

(a) providing for the implementation of objectives included in a conservation document under clause 5.2.7(a);

(b) regulating or prohibiting activities or conduct by members of the public in relation to the overlay classification; and

(c) specifying offences for breaches or regulations made under clause 5.2.10(b) and providing for the imposition of fines:

(i) not exceeding $5,000 for those offences; and

(ii) for a continuing offence, a further amount not exceeding $50 for every day during which the offence continues;

Notification of actions in *Gazette*

5.2.11 that the Minister of Conservation must notify in the *Gazette*:

(a) the declaration of the site as subject to an overlay classification; and

(b) the protection principles and any agreed changes to them;

5.2.12 that the Director-General must notify in the *Gazette* any action taken or intended to be taken under clauses 5.2.4-5.2.9 (including the actions set out in paragraph 2 of the overlay classification in part 2 of the documents schedule);

Noting of overlay classification in conservation documents

5.2.13 that the declaration of the site as subject to an overlay classification must be noted in conservation documents affecting the overlay classification;

5.2.14 that the noting of the overlay classification in conservation documents under clause 5.2.13:

(a) is for the purpose of public notice only; and

(b) is not an amendment to a conservation document for the purposes of section 17I of the Conservation Act;

Existing classification of overlay classification

5.2.15 that the purpose or classification of an area as a national park, conservation area or reserve is not affected by the fact that the area is, or is within, the overlay classification;

Termination of overlay classification

5.2.16 that the Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, declare that all or part of the site is no longer subject to an overlay classification;

5.2.17 that the Minister of Conservation must not make a recommendation under clause 5.2.16 unless:

(a) the governance entity trust and the Minister of Conservation have agreed in writing that the overlay classification status is no longer appropriate for the area concerned;

(b) that area concerned is disposed of by the Crown; or

(c) the responsibility for managing the area concerned is transferred to a different Minister or Department;

5.2.18 that if clause 5.2.17 (b) or (c) applies, or there is a change in the statutory management regime that applies to all or part of the site, the Crown must take reasonable steps to ensure the governance entity trust continue to have input into the management of the site, or the area concerned, through negotiation with the settling group by:

(a) the Minister responsible for the new statutory management regime;

(b) the Commissioner of Crown Lands; or

(c) another responsible official;

General provisions

5.2.19 that the declaration of the site as subject to an overlay classification and the Crown's acknowledgement of the statement of values of the descendants of the original owners of Maraeroa A and B blocks in relation to the site do not (except as expressly provided in clauses 5.1-5.2.18):

(a) affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;

(b) affect the lawful rights or interests of any person; or

(c) grant, create or provide evidence of an estate or interest in, or rights relating to, the site; and

5.2.20 that except as expressly provided in clauses 5.1-5.2.18, a person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to the statement of values of the descendants of the original owners of Maraeroa A and B blocks in relation to the site than the person would give if they were not referred to by the settlement legislation; and

Acknowledgement in relation to overlay classification

5.2.21 it is acknowledged and confirmed by the parties that a declaration under clause 5.2.16 that all or part of the site is no longer subject to an overlay classification does not affect the significance of the site to the settling group.

STATUTORY ACKNOWLEDGEMENT

5.3 The settlement legislation will provide, -

5.3.1 a statutory acknowledgement which will comprise:

(a) the Crown's acknowledgement of the statements by the descendants of the original owners of Maraeroa A and B blocks of their particular cultural, spiritual, historical, and traditional association with the following areas:

(i) Taporaroa Pa (as shown on deed plan OTS-120-19):

(ii) commencement of Waipa River (as shown on deed plan OTS-120-08);

(iii) Tikiwhenua (as shown on deed plan OTS-120-09);

(iv) Tomotomo Ariki (as shown on deed plan OTS-120-10);

(v) Waimiha Stream (as shown on deed plan OTS-120-22);

(vi) Waimoanaiti (as shown on deed plan OTS-120-11);

(vii) Ongarue River (as shown on deed plan OTS-120-13);

(viii) Karamarama Stream (as shown on deed plan OTS-120-14);

(ix) Weraroa (as shown on deed plan OTS-120-15);

(x) Tahorakarewarewa (as shown on deed plan OTS-120-16);

(xi) Mangaparuhou Stream (as shown on deed plan OTS-120-17);and

(xii) Kahaho Stream (as shown on deed plan OTS-120-26, and known to the descendants of the original owners of the Maraeroa A and B blocks as Mangakakaho Stream); and

(b) a reference to the texts of the statements by the descendants of the original owners of Maraeroa A and B blocks which are set out in part 3 of the documents schedule;

(c) the other matters required by this deed; and

(d) any appropriate provisions to enable the settlement legislation to refer to those statements of association;

Interpretation

5.3.2 that the only purposes of the statutory acknowledgement are as provided in clauses 5.3.4 – 5.3.17;

5.3.3 that where the statutory acknowledgement relates to a river or stream, "**river or stream**":

(a) means:

(i) a continuously or intermittently flowing body of fresh water and modified watercourse; and

(ii) the bed of that river or stream, but

(b) does not include:

(i) a part of the bed of the river or stream that is not owned by the Crown;

(ii) land that the waters of the river or stream do not cover at its fullest flow without overlapping its banks; or

(iii) an artificial watercourse; or

(iv) a tributary flowing into the river or stream.

Relevant consent authorities and Environment Court to have regard to the statutory acknowledgement

5.3.4 that on and from the effective date, and without limiting its obligations under the Resource Management Act 1991:

(a) a relevant consent authority must have regard to the statutory acknowledgement relating to a statutory area in deciding under section 95E of the Resource Management Act 1991, whether the governance entity trust is an affected person in relation to an activity within, adjacent to, or directly affecting the statutory area for which an application for a resource consent has been made; and

(b) the Environment Court must have regard to the statutory acknowledgement relating to a statutory area in deciding, under section 274 of the Resource Management Act 1991, whether the governance entity trust is a person having an interest greater than the interest the general public has in respect of an application for a resource consent for activities within, adjacent to, or directly affecting a statutory area;

New Zealand Historic Places Trust and Environment Court to have regard to the statutory acknowledgement

5.3.5 that if, on or after the effective date, an application is made under section 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site (as defined in section 2 of that Act) within the statutory area, on and from the effective date:

(a) the New Zealand Historic Places Trust must have regard to the statutory acknowledgement relating to a statutory area in exercising its powers under section 14 of the Historic Places Act 1993 in relation to an application; or

(b) the Environment Court must have regard to the statutory acknowledgement relating to a statutory area in determining under section 20 of the Historic Places Act 1993 any appeal from a decision of the Historic Places Trust in relation to the application, including in determining whether the governance entity trust is a person directly affected by the decision;

Recording of statutory acknowledgement on statutory plans

5.3.6 that on and from the effective date, relevant consent authorities must attach to all statutory plans that wholly or partially cover a statutory area, information recording the statutory acknowledgement in relation to that statutory area;

5.3.7 that the attachment of information to a statutory plan under clause 5.3.6:

(a) must include the relevant provisions of the settlement legislation in full, the descriptions of the statutory area and the statements of association; and

(b) is for the purposes of public notice only and the information is not:

(i) part of the statutory plan (unless adopted by the relevant consent authority); or

(ii) subject to the provisions of the Schedule 1 of the Resource Management Act 1991 (unless adopted as part of the statutory plan);

Distribution of resource consent applications to the governance entity trust

5.3.8 that each relevant consent authority must for a period of 20 years from the effective date, provide to the governance entity trust, in the following form, a summary of applications for resource consents received by that consent authority for activities within, adjacent to, or directly affecting a statutory area:

(a) a summary of the application, if the application is received by the consent authority; or

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

5.3.9 that the information provided under clause 5.3.8(a) must be the same as would be given to an affected person under section 95B of the Resource Management Act 1991 or as may be agreed between the governance entity trust and the relevant consent authority from time to time;

5.3.10 that:

(a) a summary of the application must be provided as soon as reasonably practicable after the application is received and before the relevant consent authority decides, under section 95 of the Resource Management Act 1991, whether to notify the application; and

(b) a copy of a notice of application must be provided under clause 5.3.8(b) no later than 10 business days after the day on which the consent authority receives the notice;

5.3.11 that the governance entity trust may, by notice in writing to a relevant consent authority:

(a) waive its rights under clause 5.3.8 and/or clauses 5.3.9-5.3.10; and

(b) state the scope of the waiver and the period it applies for;

5.3.12 that clauses 5.3.8-5.3.11 do not affect the obligation of a relevant consent authority to decide:

(a) under section 95 of the Resource Management Act 1991 whether to notify an application; or

(b) under section 95E of the Resource Management Act 1991 whether the governance entity trust is an affected person in relation to an activity;

Use of statutory acknowledgement with submissions

5.3.13 that the governance entity trust, or a member of the settling group, may cite the statutory acknowledgement as evidence of the association of the settling group with a statutory area, in submissions to, and proceedings before, a relevant consent authority, the Environment Court, the New Zealand Historic Places Trust, or the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991 concerning activities within, adjacent to, or directly affecting the statutory area;

Content of statement of association not binding

5.3.14 that the content of a statement of association is not, by virtue of the statutory acknowledgement, binding as deemed fact on a relevant consent authority, the Environment Court, the New Zealand Historic Places Trust, parties to proceedings before those bodies, or any other person able to participate in those proceedings, but the content of a statement of association may be taken into account by them;

Other association with a statutory area

5.3.15 that neither the governance entity trust, nor a member of the settling group, is precluded by this part from stating that the settling group has an association with a statutory area that is not described in the statutory acknowledgement, and the content and existence of the statutory acknowledgement do not limit any such statement;

General provisions

5.3.16 that the statutory acknowledgement does not (except as expressly provided in clauses 5.3.1-5.3.15):

(a) affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;

(b) affect the lawful rights or interests of any person; or

(c) grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area; and

5.3.17 that except as expressly provided in clause 5.3.1-5.3.15, a person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to a statement of association than the person would give if the statement of association was not referred to by the settlement legislation.

Amendment to the Resource Management Act 1991

5.4 The settlement legislation will amend Schedule 11 of the Resource Management Act 1991 by inserting the short title to the settlement legislation in that schedule.

ACKNOWLEDGEMENT OF ASCRIBED VALUES

5.5 The Crown acknowledges that the descendants of the original owners of the Maraeroa A and B blocks ascribe the spiritual, cultural, historical and traditional values in relation to the acknowledgement areas as are more particularly described in part 2 of the attachments.

5.6 The Crown's acknowledgement in clause 5.5 in no way interferes with or derogates from the rights of the registered proprietors associated with the acknowledgment areas.

RELATIONSHIP REDRESS

5.7 The Crown must, by or on the settlement date, provide the governance entity trust with a copy of a partnership agreement between the governance entity trust and the Department of Conservation relating to the management of conservation land within Maraeroa A and B blocks in the form set out in part 5 of the documents schedule.

5.8 The partnership agreement shall be signed by the Director-General and shall acknowledge the existing relationships of the descendants of the original owners of Maraeroa A and B blocks with the Department of Conservation, with the public conservation land within Maraeroa A and B blocks and with the following wahi tapu sites:

5.8.1 Pureora;

5.8.2 Taporaroa Pa;

5.8.3 Taporaroa area;

5.8.4 Commencement of Waipa River;

5.8.5 Tikiwhenua;

5.8.6 Tomotomo Ariki;

5.8.7 Waimiha o Kahu Punawai;

5.8.8 Waimoanaiti;

5.8.9 Waitaramoa Pa;

5.8.10 Ongarue River;

5.8.11 Piki Ariki area;

5.8.12 Piki Ariki Rakau;

5.8.13 Karamarama Stream;

5.8.14 Weraroa;

5.8.15 Tahorakarewarewa; and

5.8.16 Mangaparuhou Stream.

5.9 The partnership agreement will also:

5.9.1 set out a framework for how partnership between the governance entity trust and the Department of Conservation will occur in relation to conservation in the Maraeroa A and B blocks; and

5.9.2 include a commitment by the Department of Conservation to work with the governance entity trust to develop a place-based action plan for the future management of public conservation land in the vicinity of Pureora Village.

5.10 The partnership agreement does not override or limit:

5.10.1 legislative rights, powers or obligations;

5.10.2 the functions, duties and powers of the Minister of Conservation, Director-General and any Departmental officials, or statutory officers;

5.10.3 the ability of the Crown to introduce legislation and change government policy;

5.10.4 the ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative; or

5.10.5 the legal rights and obligations of the parties.

5.11 The partnership agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, land or any other resource held, managed or administered under the Conservation Act 1987.

5.12 The commitments under the partnership agreement are limited to the extent that they are within the capability, resources, mandated work programme and priorities of the

descendants of the original owners of Maraeroa A and B blocks and the Department of Conservation.

CULTURAL REDRESS PROPERTIES

5.13 The settlement legislation will provide that:

Sites that vest in fee simple

Nga Herenga

5.13.1 Nga Herenga ceases to be part of the Pureora Conservation Park;

5.13.2 Nga Herenga ceases to be a conservation area under the Conservation Act 1987;

5.13.3 the fee simple estate in Nga Herenga vests in the governance entity incorporation;

Koromiko

5.13.4 Koromiko ceases to be part of the Pureora Conservation Park;

5.13.5 Koromiko ceases to be a conservation area under the Conservation Act 1987;

5.13.6 the fee simple estate in Koromiko vests in the governance entity incorporation;

5.13.7 clauses 5.13.4 – 5.13.6 are subject to the governance entity incorporation providing the Crown with a registrable right of way easement in gross over the area shown 'A' on deed plan OTS-120-05 (the final area being subject to survey) in favour of the Minister of Conservation in the form in part 4.1 of the documents schedule.

Sites that vest in fee simple subject to a conservation covenant

Kotukunui

5.13.8 Kotukunui ceases to be part of the Pureora Conservation Park;

5.13.9 Kotukunui ceases to be a conservation area under the Conservation Act 1987;

5.13.10 the fee simple estate in Kotukunui vests in the governance entity incorporation;

5.13.11 clauses 5.13.8 to 5.13.10 are subject to the governance entity incorporation providing the Crown with:

(a) a registrable covenant in relation to that part of the site shown 'A' on deed plan OTS–120–03 for the preservation of the reserve values of that land in the form in part 4.2 of the documents schedule; and

(b) a registrable right of way easement in gross over the area shown ROW on deed plan OTS-120-03 in favour of the Minister of Conservation in the form in part 4.3 of the documents schedule;

5.13.12 the covenant in clause 5.13.11(a) is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977;

Pikiariki

5.13.13 Pikiariki ceases to be part of the Pureora Conservation Park;

5.13.14 Pikiariki ceases to be a conservation area under the Conservation Act 1987;

5.13.15 the fee simple estate in Pikiariki vests in the governance entity incorporation;

5.13.16 clauses 5.13.13 to 5.13.15 are subject to the governance entity incorporation providing the Crown with a registrable covenant in relation to those parts of the site shown A, B and C on deed plan OTS-120-04 for the preservation of the reserve values of that land and in the form in part 4.4 of the documents schedule; and

5.13.17 the covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977; and

Waimiha Kei Runga

5.13.18 Waimiha Kei Runga ceases to be Crown forest land and any Crown forestry assets associated with that land cease to be Crown forestry assets;

5.13.19 the fee simple estate in Waimiha Kei Runga vests in the governance entity incorporation;

5.13.20 clauses 5.13.18 and 5.13.19 are subject to the governance entity incorporation providing the Crown with –

(a) a registrable covenant in relation that part of the site shown 'A' on deed plan OTS-120-07 for the preservation of the reserve values of that land and in the form in part 4.5 of the documents schedule;

(b) a registrable right of way easement in gross over the area indicated yellow on the diagram attached to the easement (the final easement area being subject to survey) in favour of the Minister of Conservation in the form set out in part 4.6 of the documents schedule;

(c) a registrable right of way easement in gross over the area shown H on SO 311007, and over the areas indicated solid blue on the diagram

attached to the easement (the final easement areas being subject to survey) in favour of the Minister of Conservation in the form set out in part 4.7 of the documents schedule; and

(d) unless clause 15.20.21 applies, a registrable right of way easement in gross over the area G on SO 311007 and over the areas indicated green on the diagram attached to the easement (the final easement area being subject to survey) in favour of the Minister of Conservation in the form set out in part 4.8 of the documents schedule;

5.13.21 if the survey of the easement area referred to in clause 5.13.20(d) confirms that part of Whareana Road is located on land owned by the Department of Conservation, the Minister of Conservation will provide the governance entity incorporation with a registrable right of way easement over that part of the road in favour of Waimiha Kei Runga in the form set out in part 4.9 of the documents schedule;

5.13.22 the forestry right in favour of the Minister of Agriculture and Forestry substantially in the form set out in part 4.10 of the documents schedule will be granted prior to vesting;

5.13.23 the Minister of Conservation must provide the governance entity incorporation with a registrable right of way easement over the areas shown A, B, C, D, E and F on SO 311007 and indicated pink on the diagram attached to the easement (the final easement area being subject to survey), in favour of Waimiha Kei Runga in the form set out in part 4.11 of the documents schedule;

5.13.24 the covenant referred to in clause 5.13.20(a) is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977; and

Whareana

5.13.25 Whareana ceases to be part of the Pureora Conservation Park;

5.13.26 Whareana ceases to be a conservation area under the Conservation Act 1987;

5.13.27 the fee simple estate in Whareana vests in the governance entity incorporation;

5.13.28 clauses 5.13.24 to 5.13.26 are subject to the governance entity incorporation providing the Crown with:

(a) a registrable covenant in relation to the site shown 'B' on deed plan OTS-120-06 for the preservation of the reserve values of that land and in the form in part 4.12 of the documents schedule; and

5.13.29 the covenant in clause 5.13.27(a) is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

5.14 Each cultural redress property is to be –

5.14.1 as described in part 2 of the property redress schedule; and

5.14.2 vested on the terms provided by part 3 of the property redress schedule.

NEW OFFICIAL GEOGRAPHIC NAME

5.15 The settlement legislation will provide that:

5.15.1 for the purpose of this clause 5.15:

(a) "**new official geographic name**":

(i) means the name to which the existing official geographic name is altered under clause 5.15.2; and

(ii) includes any alteration to the new official geographic name made under clause 5.15.5; and

(b) "**New Zealand Geographic Board**" means the board continued under section 7 of the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008;

5.15.2 the existing official geographic name in the first column of the table set out in part 3 of the attachments is altered to the official geographic name set out opposite it in the second column of that table as at the settlement date;

5.15.3 the alteration made under clause 5.15.2 is to be treated as having been made by the New Zealand Geographic Board in accordance with the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008;

5.15.4 the New Zealand Geographic Board must, as soon as is reasonably practicable after the settlement date comply with sections 21(2) and (3) of the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008 as if the alteration under clause 5.15.3 were a determination referred to in section 21(1) of that Act;

5.15.5 despite the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008, the New Zealand Geographic Board may, with the consent of the governance entity trust, alter the official geographic name altered under this clause 5.15;

5.15.6 clause 5.15.4 applies, with any necessary modifications, to an alteration made under clause 5.15.5; and

5.15.7 the official geographic name altered under clause 5.15.2 or clause 5.15.5 takes effect on publication of the notice under clause 5.15.4.

CULTURAL REDRESS

5.16 The Crown must pay the governance entity trust on the settlement date:

5.16.1 $40,000 to assist the governance entity in purchasing land of cultural significance that is not owned by the Crown; and

5.16.2 $11,600 to assist the governance entity in purchasing land owned by the Crown that is not currently available for transfer.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

5.17 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.

5.18 However, the Crown must not enter into another settlement that provides for the same redress as provided for in clause 5.13.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

6.1 The Crown must pay the governance entity trust on the settlement date $1,578,000, being the financial and commercial redress amount of $1,800,000 less $222,000 being the total transfer value of the commercial redress property being transferred on settlement date.

COMMERCIAL REDRESS PROPERTY

6.2 The commercial redress property is to be -

6.2.1 transferred by the Crown to the governance entity incorporation on the settlement date -

(a) as part of the redress to settle the historical claims that relate to the Maraeroa A and B blocks, and without any other consideration to be paid or provided by the governance entity incorporation or any other person; and

(b) on the terms of transfer in part 5 of the property redress schedule; and

6.2.2 as described, and is to have the transfer value provided, in part 4 of the property redress schedule.

6.3 The transfer of the commercial redress property will be -

6.3.1 subject to, and where applicable with the benefit of, the encumbrances provided in the disclosure information in relation to that property; and

6.3.2 in the case of the licensed land subject to the governance entity incorporation providing to the Crown by or on the settlement date a right of way easement in gross on the terms and conditions set out in part 4.13 of the documents schedule (subject to any variations in form necessary only to ensure its registration) to give effect to those descriptions of the easement in the third column of part 4 of the property redress schedule under the subheading "Encumbrances" that refer to this clause;

6.4 The settlement legislation will provide for the following in relation to the commercial redress property that is the licensed land:

6.4.1 its transfer by the Crown to the governance entity incorporation; and

6.4.2 it to cease to be Crown forest land upon registration of the transfer but, although the land does not cease to be Crown forest land until that date, neither the Crown nor any court or tribunal may do anything, or omit to do anything if that act or omission would, between the settlement date and the date of registration, be consistent with the Crown Forest Assets Act 1989, but inconsistent with this part;

6.4.3 the governance entity trust to be, from the settlement date, in relation to the licensed land, –

(a) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and

(b) entitled to the rental proceeds since the commencement of the Crown forestry licence and all the provisions of that trust deed apply on that basis;

6.4.4 the Crown to give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 terminating the Crown forestry licence, in so far as it relates to the licensed land, at the expiry of the period determined under that section, as if -

(a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land to Māori ownership; and

(b) the Waitangi Tribunal's recommendation became final on settlement date;

6.4.5 the governance entity incorporation to be the licensor under the Crown forestry licence as if the licensed land had been returned to Māori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying;

6.4.6 clauses 6.4.3-6.4.5 apply whether or not, by the settlement date:

(a) the transfer of the fee simple estate in the licensed land has been registered; or

(b) the processes described in clause 17.4 of the Crown forestry licence have been completed;

6.4.7 to the extent that the Crown has not completed the processes referred to in clause 6.4.6(b) before the settlement date, it must continue those processes after the settlement date, and until the processes are completed;

6.4.8 for the period from the settlement date until the completion of the processes referred to in clauses 6.4.6 and 6.4.7 the licence fee payable under the Crown forestry licence in respect of the settlement licensed land is the amount calculated in the manner described in paragraph 5.23 of part 5 of the property redress schedule; and

6.4.9 with effect from the settlement date, references to the prospective proprietors in clause 17.4 of the Crown forestry licence must, in relation to the licensed land, be read as if they were references to the governance entity incorporation.

6.5 The Crown shall carry out and complete the processes set out in clause 17.4 of a Crown forestry licence affecting the licensed land as soon as practicable and shall take reasonable steps to ensure that the processes are completed by the settlement date. However, the governance entity incorporation acknowledges that the Crown is only able to carry out the processes before the settlement date to the extent that the licensee voluntarily takes part in them.

6.6 The governance entity acknowledges that:

6.6.1 the process referred to in clause 6.5 may not be completed by the settlement date and that the licensed land will be subject to, and have the benefit of, matters arising out of the process; and

6.6.2 the governance entity incorporation shall execute all documents and do all other things required of it as owner of the licensed land to give effect to the matters agreed or determined under that process.

SETTLEMENT LEGISLATION

6.7 The settlement legislation will, on the terms provided by part 5 of the property redress schedule, enable the transfer of the commercial redress property.

RFR **FROM THE CROWN**

6.8 The governance entity incorporation is to have a right of first refusal in relation to a disposal by the Crown of RFR Property that, on the settlement date, -

6.8.1 is vested in the Crown; or

6.8.2 the fee simple for which is held by the Crown.

6.9 The right of first refusal is to be on the terms and conditions set out in part 6 of the documents schedule.

6.10 The RFR deed will:

6.10.1 relate to all of the RFR Property if the RFR Property or in the case of Pureora Village, of any part of that land being disposed of in the circumstances provided by the RFR deed set out in part 6 of the documents schedule. For the avoidance of doubt, a disposal of one part of the Pureora Village land does not trigger a disposal of the whole of the land;

6.10.2 be in force for a period of 50 years from the settlement date; and

6.10.3 have effect from the settlement date as if it had been validly signed by both the Crown and the governance entity incorporation on that date.

6.11 The Crown must, by or on the settlement date, provide the governance entity incorporation with two copies of the RFR deed signed by the Crown.

6.12 The governance entity incorporation must:

6.12.1 sign both copies of the RFR deed; and

6.12.2 return one signed copy to the Crown by no later than 10 business days after the settlement date.

7 ACCESS TO WAHI TAPU SITES

7.1 The Crown and the governance entity acknowledge that Māori other than the descendants of the original owners of the Maraeroa A and B blocks may also have associations with the licensed land and the unlicensed land, and clause 7.2 gives effect to that acknowledgement.

7.2 The settlement legislation will provide that:

7.2.1 for the purposes of this clause 7.2:

"**protected site**" means any area of land situated in the licensed land or the unlicensed land that:

(i) becomes a registered place within the meaning of the Historic Places Act 1993; and

(ii) is wahi tapu or a wahi tapu area within the meaning of that Act;

7.2.2 the owner of the land on which a protected site is situated and any person holding an interest in, or right of occupancy to, that land must allow access across the land to each protected site to Māori for whom the protected site is of special spiritual, cultural or historical significance;

7.2.3 the right of access may be exercised by vehicles or by foot over any reasonably convenient routes specified by the owner;

7.2.4 the right of access is subject to the following conditions:

(a) a person intending to exercise the right of access must give the owner reasonable notice in writing of his or her intention to exercise that right;

(b) the right of access may be exercised only at reasonable times and during daylight hours; and

(c) a person exercising the right of access must observe any reasonable conditions imposed by the owner relating to the time, location or manner of access as are reasonably required for the safety of people, or for the protection of land, improvements, flora and fauna, plant and equipment or livestock, or for operational reasons;

7.2.5 the right of access is subject to, and does not override the terms of a Crown forestry licence or existing registered forestry right of unlicensed land, except where the licensee or forestry right holder has agreed to an exercise of the right of access;

7.2.6 an amendment to a Crown forestry licence or registered forestry right will be of no effect to the extent that it purports to:

(a) delay the date from which a person who has a right of access may exercise that right; or

(b) otherwise adversely affect the right of access;

7.2.7 the Registrar-General must, in accordance with a written application by an authorised person, record on the computer freehold register for the licensed land and the unlicensed land that the land is, or may at any future time be, subject to the right of access set out in clause 7.2;

7.2.8 an application under clause 7.2.7 must be made as soon as is reasonably practicable after the settlement date;

7.2.9 if a computer freehold register has not been created by the settlement date an application must be made as soon as is reasonably practicable after the register has been created;

7.2.10 in clause 7.2.7, a**uthorised person** means:

(a) a person authorised by the **D**irector-General of the Ministry of Agriculture and Forestry, for the unlicensed land; and

(b) a person authorised by the Chief Executive of LINZ, for the licensed land.

8 CONSERVATION CORRIDOR MANAGEMENT PLAN

ECOLOGICAL CORRIDOR LAND

8.1 The parties acknowledge and agree that:

8.1.1 the Relevant Ecological Corridor Land is forest land for the purposes of the Climate Change Act;

8.1.2 Section 179 of the Climate Change Act applies to the Relevant Ecological Corridor Land, meaning that the Relevant Ecological Corridor Land will be treated as being deforested if the requirements of that section are not met; and

8.1.3 from the date of this deed, the Relevant Ecological Corridor Land will be managed with best endeavours to prevent the Relevant Ecological Corridor Land from being treated as deforested for the purposes of section 179 of the Climate Change Act.

CROWN OBLIGATIONS

8.2 To give effect to clause 8.1.3 the Crown will:

8.2.1 procure that exotic trees located on the Relevant Ecological Corridor Land are harvested in accordance with Industry Best Practice in a manner that best protects the indigenous understorey located on the Relevant Ecological Corridor Land;

8.2.2 at its cost, undertake priority weed and pest control over the Relevant Ecological Corridor Land informed by, and in a manner that achieves the management objectives associated with, the weed and pest control recommendations set out in the Wildland Report;

8.2.3 allow the planting of exotic trees on certain Relevant Ecological Corridor Land, if such planting is reasonably required in order to prevent the Relevant Ecological Corridor Land from being treated as deforested for the purposes of section 179 of the Climate Change Act; and

8.2.4 together with the mandated signatories or the governance entity trust (as the case may be) undertake such other activities (including as informed by the recommendations contained in the Wildland Report) as may be reasonably required.

COMMITTEE

8.3 On and from the date of this deed, the mandated signatories or, from the settlement date, the governance entity trust may convene a committee on the following terms:

8.3.1 the purpose of the committee will be to oversee and monitor the activities undertaken on the Relevant Ecological Corridor Land pursuant to clauses 8.1.3 and 8.2;

8.3.2 the committee will comprise two members appointed by the mandated signatories or the governance entity trust (as the case may be) and two Crown representatives, one from the Ministry of Agriculture and Forestry and one from the Department of Conservation;

8.3.3 all decisions of the committee will be made by consensus;

8.3.4 the committee will be chaired by a member appointed by the mandated signatories or the governance entity trust (as the case may be);

8.3.5 the Crown and the mandated signatories or the governance entity trust (as the case may be) will provide to the committee such information relating to the Relevant Ecological Corridor Land as may be reasonably required to enable the committee to fulfil its purpose;

8.3.6 the governance entity trust and Crown agencies will retain authority of their own budgets;

8.3.7 the committee may request any person undertaking activities on the Relevant Ecological Corridor Land pursuant to clause 8.2 to take such action as may be reasonably required to give effect to clause 8.1.3, provided that such action is consistent with clause 8.2; and

8.3.8 the committee may otherwise regulate its own procedure.

COMMITTEE PARTICIPATION

8.4 The Crown must pay the mandated signatories or the governance entity (as the case may be) on or before the settlement date $10,000 to enable the governance entity or the mandated signatories (as the case may be) to participate in the committee referred to in clause 8.3.

8.5 For the purposes of this clause 8:

Climate Change Act means the Climate Change Response Act 2002 as amended from time to time;

Crown agencies means the Ministry of Agriculture and Forestry and the Department of Conservation;

Industry Best Practice means the standard practices of a land and forest manager acting in good faith and exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be exercised by a skilled and experienced land and forest manager;

Relevant Ecological Corridor Land means those parts of Waimiha Kei Runga that are "forest land" as defined in the Climate Change Act; and

Wildland Report means the reported prepared by Wildland Consultants Limited for the Department of **C**onservation and dated November 2010 (contract report number 2567).

9 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

9.1 The Crown must propose a draft settlement bill for introduction to the House of Representatives within 12 months after the date of this deed provided that the Crown will use best endeavours to propose a draft settlement bill for introduction to the House of Representatives within 6 months after the date of this deed.

9.2 The settlement legislation proposed for introduction:

9.2.1 must include:

(a) a summary of the historical account in part 2;

(b) the text of the acknowledgements and apology in part 3; and

(c) all other matters required by this deed to be included in the settlement legislation;

9.2.2 may include all other matters that are necessary or desirable to ensure the settlement legislation gives full effect to this deed;

9.2.3 may include different wording to that provided by the corresponding provisions of this deed, in order to conform with legislative drafting styles and conventions; and

9.2.4 must be in a form that is satisfactory to the governance entity trust and the Crown.

9.3 The governance entity trust must support the passage through Parliament of:

9.3.1 the settlement legislation; and

9.3.2 any legislation proposed by the Crown for introduction:

(a) under paragraph 1.2.3 of the general matters schedule to terminate proceedings in relation to an historical claim that relate to the Maraeroa A and B blocks; or

(b) to clarify rights or obligations under this deed or the settlement legislation.

POST SETTLEMENT GOVERNANCE ARRANGEMENTS

9.4 The settlement legislation will include provisions to give effect to the post-settlement governance structure substantially in the form set out in part 4 of the attachments.

9: SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT CONDITIONAL

9.5 This deed, and the settlement, are conditional on:

9.5.1 the descendants of the original owners of Maraeroa A and B blocks establishing the governance entity trust; and

9.5.2 the Crown being satisfied that the requirements of clauses 1.8. to 1.11 in relation to the governance entity trust have been met; and

9.5.3 the governance entity trust signing the deed of covenant; and

9.5.4 the settlement legislation coming into force.

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

9.6.1 clauses 8 and 9.1 – 9.10; and

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

EFFECT OF THIS DEED

9.7 This deed –

9.7.1 is "without prejudice" until it becomes unconditional; and

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

9.8 Clause 9.6 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

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

9.9.1 at the expiry of 6 months after the date of this deed:

(a) the descendants of the original owners of Maraeroa A and B blocks have not established the governance entity trust; or

(b) the Crown has not been satisfied that the requirements of clauses 1.8 to 1.11 in relation to the governance entity trust have been met; or

(c) the governance entity trust has not signed the deed of covenant; or

9.9.2 within 24 months after the date of this deed, the settlement legislation has not come into force; and

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

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 that relate to the Maraeroa A and B blocks** -

10.2.1 means every claim to the extent that any such claim relates to the Maraeroa A and B blocks, (whether or not that claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that the settling group, 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 to claims within the legal boundaries of Maraeroa A and B blocks

including the following claims (but only to the extent that these claims relate to the Maraeroa A and B blocks):

(a) Wai 329 – Te Rohe Potae lands claim;

(b) Wai 575 – Ngāti Tūwharetoa comprehensive claim;

(c) Wai 630 – Ngāti Rereahu Rohe claim;

(d) Wai 729 – Rangitoto Tuhua Rohe claim;

(e) Wai 1137 – Te Rohe Pōtae claim;

(f) Wai 1138 – Waipā River claim;

(g) Wai 1230 – Ngāti Huru claim;

(h) Wai 1309 – Ngāti Te Ihingarangi claim;

(i) Wai 1435 – Mahuta Hapū land and resource claim;

(j) Wai 1599 – Ngāti Rereahu claim;

(k) Wai 1640 – Ngāti Whakatere ki te Tonga claim

(l) Wai 1704 – Ngāti Rereahu claim; and

(m) Wai 1894 – Ngāti Rereahu claim.

10.3 However, **historical claims that relate to the Maraeroa A and B blocks** does not include the following claims-

10.3.1 a claim that a member of the settling group, or a whānau, hapū, or group referred to in clause 10.5.2, may have that is, or is founded on, a right arising in relation to land other than Maraeroa A or B blocks:

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.

10.3.3 Wai 389 and Wai 443.

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

THE DESCENDANTS OF THE ORIGINAL OWNERS OF MARAEROA A AND B BLOCKS

10.5 In this deed, the descendants of the original owners of Maraeroa A and B blocks or the **settling group** means -

10.5.1 the collective group composed of individuals who descend from one or more of the settling group's ancestors;

10.5.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 10.5.1; 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) Māori customary adoption in accordance with the settling group's tikanga (customary values and practices); and

10.6.2 **settling group's ancestor** means an individual who was an original owner of the Maraeroa A and B blocks as identified in the orders made by the Native Land Court in either 1886 or 1891.

MANDATED NEGOTIATORS AND SIGNATORIES

10.7 In this deed –

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

(a) Brian Stanley, Rotorua, General Manager; and

(b) Phillip Ngawhira Crown, Te Kuiti, Cultural Advisor Rereahu / Maniapoto Waikato Police Maori Advisory Board; and

(c) Wayne Glen Hoani Katu, Te Kuiti, Chief Executive; and

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

(a) Brian Stanley, Rotorua, General Manager; and

(b) Phillip Ngawhira Crown, Te Kuiti, Cultural Advisor Rereahu / Maniapoto Waikato Police Maori Advisory Board; and

(c) Wayne Glen Hoani Katu, Te Kuiti, Chief Executive; and

(d) Deborah Taongahuia Alison Joan Maxwell, Case Manager, Maori Land Court; and

(e) Tutahanga Eric Kakenga Tepu, Cultural Advisor; and

(f) Edward Periwiritua Emery Moana, Cultural Advisor; and

(g) Thomas Tame Tuwhangai, Consultant.

10.7.3 If an individual named in clause 10.7.2 dies or becomes incapacitated, the remaining individuals are the mandated signatories for the purposes of this deed.

ADDITIONAL DEFINITIONS

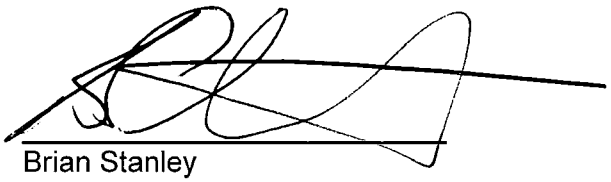
10.8 The definitions in part 6 of the general matters schedule apply to this deed.

INTERPRETATION

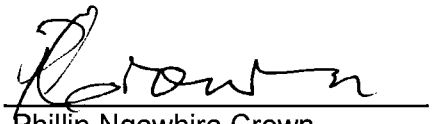
10.9 Part 7 of the general matters schedule applies to the interpretation of this deed.

SIGNED as a deed on 12 March 2011

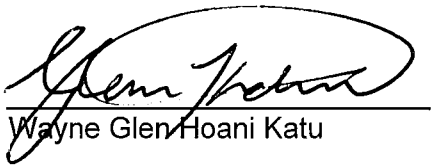
SIGNED for and on behalf of **THE DESCENDANTS OF THE ORIGINAL OWNERS OF MARAEROA A AND B BLOCKS** by the mandated signatories in the presence of -



Brian Stanley

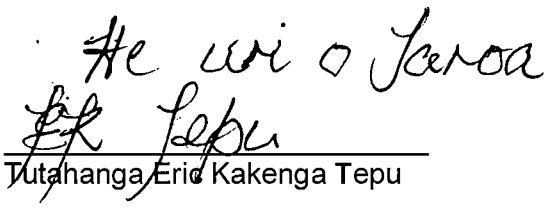


Phillip Ngawhira Crown

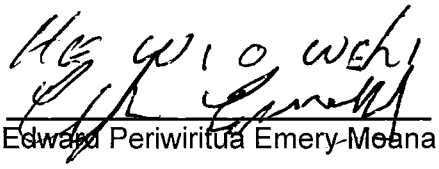


Wayne Glen Hoani Katu

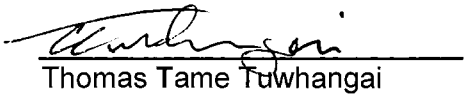
Deborah Taongahuia Alison Joan Maxwell



Tutahanga Eric Kakenga Tepu

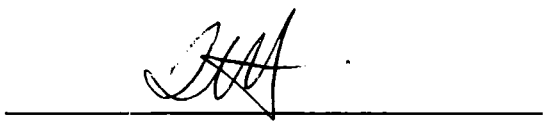


Edward Periwiritua Emery-Moana



Thomas Tame Tuwhangai

WITNESS



Name: TANIA OTT

Occupation: MANAGER

Address: WELLINGTON

SIGNED as a deed on 12 March 2011

SIGNED for and on behalf of
THE SOVEREIGN in right of
New Zealand by the Minister
for Treaty of Waitangi
Negotiations in the presence of -

Hon Christopher Finlayson

WITNESS

Name: Tessa Buchanan
Occupation: Policy analyst
Address: 1/113 Barnard Street
Wellington

SIGNED for and on behalf of
THE SOVEREIGN in right of
New Zealand by the Minister of Finance
only in relation to the tax indemnities
in the presence of -

Hon Simon William English

WITNESS

Name: Amokaere Haukamau
Occupation: Public Servant
Address: Wellington.

Member of Parliament
Te Tai Hauauru

Hon Tariana Turia

Nora-Claire Wiri Rawaki Turihanga
Jarne-Alex Smith
Kyra-Lee Smith
Tobias Smith
Harley Smith
Nancy Son & Whanau } Rereahu!!
Cherie Cessey & Whanau }
Jody Ponga (Richard, Kahliyah, Daelyn)
Edwina Ponga (Kapai, Jed, Shakyra Te Aho) } Rereahu
Lorraine Rakei (Tonita, Shavaugh, Pacles)
Nan Turner (Ariel, Louise
Karen Tutaki (Rereahu / Tutaki Te Ringitanga

Kahu Ariki Pawa

Reed
R Cuthbertson
Moenohotu
Uri o Te Taroa
" " Te Ringitanga.

MRS Betty Roimata Peck NEE TE PAEHUA
Joey Peck (Te Peahua)
Grandson.
Casey Taupiri Herbert
Nee Paehua
Bernard Peck (PAEHUA)

Mary Crown (Packer) TIRIANA
Queenie (Pahama). Stanley

[illegible signature]

Tiwha Borell
Waiataura Temiringa. Borell
[illegible] Hingaakaka Crown
Mete Taupahoki Pai
Hona Grant J Grant
[illegible] Te Hewraina Crown

E. Crown
Mona Tuahangai
Christine Rarima TeKetiroi Pehikino Crown
Davis
Wally Te Rata Poutama
Fred Herbert Wiari Te Kuri
Packland.
BENJAMIN TE WARU TE RATA POUTAMA
MORGAN TEIRINGA TE RATA POUTAMA
NO ONGARUE

M.J. Kimura.

Mākere Smith (Rehu) Te Ihingarangi.

Anne TeHuamanuka Brown - Rereahu.

Te Ra Wright

Rubina Wheeler

Jenny Chapman

Wikitoria Kalyn - Maykn Harea - Wahanui

Maryanne Kereopa Te Ihingarangi

Reuben Turu Rereahu

Te Heitiki Turu Te Ihingarangi

Patricia Lloyd (Tutaki Waaka.) Rereahu.

Tamarena Ella Poppy Turu Rereahu.

Aroha TuTai-Dempsey, Jade Makoare Waaka, Toby Perawiti

Klyjah Perawiti, Te Hokinga Mai Te Miringa Waaka, Kiriaka Waaka

Leone Miria Amohanga (Tutaki Chase) Ngati Rereahu Rereahu

Philleen Aroha Dickson (Rereahu)

Danica Morrison (Raukawa) Rereahu

Teria Rangimarie (Te Huia-Rawhiti) Maraku Harrison

Melissa Patena Ngati Tuwharetoa.

Asia Patena-Tiare

Wiketoria Ruth Hartley (Rawhiti-Rangatana)

ANTHONY KONANIA TEHUIA RAWHITI LUINSTRA

W. Holland. Behalf of Hall whanau Ngatai Hall

Parehingaawatea Ngaire George.

Fredrick Parker - Tiraana.

TERRY TURU 91 HEATH ST HAMILTON 3200

Robert (Ngamo) Jonathan Ngati Wairere Rangatahi,

Timothy TE Otimi KING "

Rupeti T Anaru

Ngalina James

Anaru Omeka Whata Whatarangi Te Ihungarangi / Ngati Hari.

SHANE RODERICK MOIHI BELL WHANAU S Bell

Te Ranginaeke Houpapa Parete / Houpapa Ngati Hari,

JAMES HOUPAPA

Destry Houpapa.

DARIA CROWN-Harris

Demetrius CROWN-Harris

Jenny Louisa Joyce Te Huamanuka Crown.

Te Ata Arangi Karauna per Reewa Moana K.

Alenahia Rongonui Rose Faith Broughton

Tutimata Dale Brown

Ngaroma Waiada Crown

Rae Haupa Parekorae Te Rata

Derek Kotuku Totorewa Wooster.

Faith Huia Materoa Crown.

Tokomaru + Ngapeka Hemara-Wahanui

Kahurangi Hemara-Wahanui

Sally Anita Hine-I-Pakia Crown

Jeurunga Evelyn Aroha Kereopa

Vernon Grant Houpapa.

Edward Pikiao Moana (9)

Kereama Thackray Rotorua.

Shana Thackray Rotorua

Chris Ford Rotorua

NGATI RAUKAWA

M.S Ngahai-Hughes Raukawa

Thomaseena Paul Rereahu

Ranana Taituha Paul Rereahu Auckland

Zsavina Turu 91 Heath Street, HAMILTON

KANE HETA-WAAKA 6 GRAY TCE TE KUITI

WHANAU HETA 43B TAUPIRI ST TE KUITI

NATALIE HEPI " " " " "

Marlene Hepi Crutchley Waimiha

Fallyn Ripeka Flavell Fairy Springs Rd Rotorua.

Sherrill Rebecca Flavell [illegible] Fairy Springs Rd Rotorua

David Anderson 7 Henderson St Te Kuiti

Rangitaang Tutaki 9 Maniaroti Rd. Benneydale.

Toots Tutaki from Te Kuiti

Tiana Eketone-Wilson from Te Kuiti

John Wehi 25 Te Kuiti RD Te Kuiti

TeWhi RRBrown Pukenui Rd TeKuiti.

Meihana Moti 197 Taharepa Rd Taupo

URI-O TEHUIA-MAURICE Paiaka Wilson

URI-O TEHUIA JOHN WILSON

R. TIWHA BELL RORA/MANIAPOTO

Hikakahu Kawe - Ngati Rereahu/maniapoto.

Wiltona Kawe Raukawa Takihiku Maniapoto

Shahara Ripiha-Netana

Elie Kiwara

Richard Kiwara.

H. Te Pikikotuku Maniapoto.
Armand Crown - Ernera Pehukano
Phillip Ranginui Crown
Helen Te Huamanuko Crown
Te Arahi Crown.
Te Rahui Hepi.
Atarei crown
Te Kapa Crown
TeHauoamairangi Tawhara Crown
Te [illegible] tawhara crown
James, Joseph, Ngahiki Kaka.
Rangitaara - Eketone - Georgia - Wilson
Mahinaarangi Eketone
Na te whanau Eketone.

[illegible] Brett Crown.
Tuti Delwyn Te Huaga Crown - Borell
Wanatara Te Miringa Crown - Borell.
[illegible] Hughes i a whanau Hopeni a Matakore.
Kirikaiahi Tairiti Albert (Kahui Legal)
T. EMERY Little Ed EMERY
Tony [illegible]
Ruthe Cuthbertson. Uri o Te Taroa Te Ringitanga
JOE TUWHANGAI KINOHAKU
Edwina Panapa
Cajah, Jed & Shakyra TeAho Rereahu!!