

TE ROROA
and
HER MAJESTY THE QUEEN
In Right of New Zealand

Agreement in Principle
for the Settlement of
Te Roroa Historical Claims

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Negotiations to Date

- 1 On 2 September 1996 the Crown recognised the mandate of the Te Roroa negotiators (the "**Te Roroa Negotiators**") to negotiate, on behalf of Te Roroa, an offer for the settlement of the Te Roroa Historical Claims. The parties also entered into Terms of Negotiation (the "**Terms of Negotiation**"), which set out the scope, objectives and general procedure for negotiations.
- 2 Negotiations have now reached a stage where the parties wish to enter into this Agreement in Principle recording that they are willing to settle the Te Roroa Historical Claims by entering into a Deed of Settlement on the basis set out in this Agreement.

General

- 3 This Agreement in Principle contains the nature and scope, in principle, of the Crown's offer to settle the Te Roroa Historical Claims.
- 4 This Agreement in Principle is entered into on a without prejudice basis. It:
 - a is non-binding and does not create legal relations;
 - b is not to be used as evidence in any proceedings before, or presented to the Courts, the Waitangi Tribunal and any other judicial body or tribunal; and,
 - c does not affect the Terms of Negotiations between the Te Roroa Negotiators and the Crown.
- 5 Following the signing of this Agreement in Principle, the parties will work together in good faith to develop, as soon as reasonably practicable, a Deed of Settlement. The Deed of Settlement will include the full details of the redress the Crown is to offer to settle the Te Roroa Historical Claims. The Deed of Settlement will be conditional on the matters set out in paragraph 89 of this document.
- 6 The Crown and the Te Roroa Negotiators each reserve the right to withdraw from this Agreement in Principle by giving written notice to the other party.

Definitions

- 7 Key terms used in this document are defined as follows:

Cash Settlement Amount means the amount determined in accordance with paragraph 76

Commercial Redress Properties means those properties referred to in paragraphs 53 to 65.

Crown means:

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

Cultural Redress Properties means those properties referred to in the table in paragraph 23.

Deed of Settlement means the Deed of Settlement to be entered into between the Crown and Te Roroa in accordance with paragraph 5 above.

Financial and Commercial Redress Amount means the total dollar value of the financial and commercial redress offered for the settlement of the Te Roroa Historical Claims as set out in paragraph 51.

Governance Entity means an entity as described in paragraph 89d below.

Te Roroa means the groups and individuals to be defined in the Deed of Settlement in accordance with paragraphs 80 to 83 , whose claims will be settled as a result of the Deed of Settlement.

Te Roroa Area of Interest means the area shown in Attachment 1.

Te Roroa Historical Claims means all claims by any member of Te Roroa (or any representative entity of Te Roroa) as described in paragraphs 84 to 86 below.

Settlement Date means the date 20 business days following the coming into force of the Settlement Legislation, being the date on which the settlement redress is to be transferred to the Governance Entity.

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

Components of a settlement package

- 8 The redress offered to Te Roroa to settle the Te Roroa Historical Claims comprises three main components. These are:
 - a Historical Account, Crown Acknowledgements and Crown Apology;
 - b Cultural Redress; and
 - c Financial and Commercial Redress.

Historical Account, Crown Acknowledgements, and Crown Apology

- 9 The Historical Account, Crown Acknowledgements and Apology will outline the basis on which the Crown is settling the Te Roroa Historical Claims. The Historical Account will outline the historical relationship between the Crown and Te Roroa. On the basis of this Historical Account, the Crown will acknowledge that certain actions or omissions of the Crown were a breach of the Treaty of Waitangi and its principles. The Crown will then offer an apology to Te Roroa for the acknowledged Crown breaches of the Treaty of Waitangi and its principles.
- 10 In broad terms, the Historical Account, Crown Acknowledgements and Crown Apology are likely to reflect:
- a the purchase of the Waimamaku, and Maunganui-Waipoua lands;
 - b the Crown acquisition of Te Kopuru;
 - c the failure of the Crown to ensure that adequate and intended reserves were set aside from sale;
 - d the landlessness of Te Roroa today due to the cumulative impact of the operations of the Native Land Court over time;
 - e the alienation of Te Roroa from its wahi tapu, taonga, and mahinga kai, which may also cover issues relating to the protection of wahi tapu, taonga and mahinga kai; and
 - f lack of Crown recognition of the Te Roroa grievances, in the past.
- 11 The Historical Account will draw on the Waitangi Tribunal's *Te Roroa Report 1992*, which covers the key historical claims of Te Roroa, including those concerning Te Taraire, Kaharau, Waimamaku and Maunganui-Waipoua Lands, Manuwhetai and Whangaiariki.
- 12 The Historical Account will also draw on the Waitangi Tribunal's *Kaipara Interim Report 2002* which addresses the claims of Te Roroa (through Ngati Whiu and Ngati Kawa) with respect to the Te Kopuru block.
- 13 The development of the Historical Account and Crown Acknowledgements and Apology will not necessarily involve acceptance of all the Tribunal's findings, or detailed coverage of all the matters addressed by the Tribunal.

Cultural Redress

- 14 The Cultural Redress package is intended to recognise Te Roroa's traditional, historical, cultural and spiritual association with places and sites owned by the Crown within the Te Roroa area of interest, and to allow Te Roroa and the Crown to protect and enhance the conservation values associated with these areas and sites. Specific items of cultural redress are subject to express provisions as outlined below.
- 15 Unless otherwise specified, the value of the cultural redress is not off-set against the Financial and Commercial Redress Amount.

Protocols

- 16 A Protocol is a statement issued by a Minister of the Crown setting out how a particular government agency intends to:
- a exercise its functions, powers and duties in relation to specified matters within its control in the claimant group's protocol area; and
 - b consult and interact with the claimant group on a continuing basis and enable that group to have input into its decision-making processes.
- 17 The Deed of Settlement and the Settlement Legislation will provide for the following Ministers to issue protocols to the Governance Entity:
- a the Minister of Conservation;
 - b the Minister for Arts, Culture and Heritage;
 - c the Minister of Fisheries; and,
 - d the Minister of Energy.
- 18 The protocols will be, in substance, on the same terms as those provided in previous Treaty settlements. All protocols will be developed to comply with the applicable legislation. In each case, the protocol areas will be the same as the Te Roroa Area of Interest, together with adjacent coastal waters, to the extent that adjacent waters are covered by the applicable legislation. The matters that each of the protocols could cover are set out below.

Conservation Protocol

- 19 The Conservation Protocol could cover matters such as:
- a input into business planning and conservation management at the Area Office level, including the effect of any future changes in the management of the Waipoua Forest;
 - b access to, and the use of, cultural materials gathered from public conservation land for traditional purposes;
 - c the management and protection of cultural and historic heritage sites, including wahi tapu and wahi taonga, and other places of historical and cultural significance to Te Roroa on public conservation land;
 - d visitor and public information, in particular, opportunities for input into visitor appreciation;
 - e input by Te Roroa into the Department's species management work;
 - f co-operation on freshwater fisheries;
 - g consultation on the Department's pest control operations;
 - h co-operation on advocacy under the Resource Management Act;

- i the relevant principles of the Treaty of Waitangi applying to the relationships of the Department and Te Roroa;
- j consultation with Te Roroa on concession applications, including on any conditions for the protection of wahi tapu and taonga;
- k the Department's management of waste to avoid or mitigate pollution;
- l Te Roroa participation in any name changes instituted by the Department;
- m identification of special projects, and provision of the Department's resources to carry out projects;
- n confidentiality mechanisms for the protection of culturally sensitive information;
- o Te Roroa input and participation in the development and management of walkways; and,
- p Te Roroa participation in future changes to management of Waipoua Forest or other lands held by the Department within the protocol area, including any changes to the status of the lands.

Antiquities Protocol

20 The Antiquities Protocol could cover the following matters:

- a newly found artifacts;
- b the export of artifacts; and,
- c the Antiquities Act 1975 and any amendment or substitution thereof.

Fisheries Protocol

21 The Fisheries Protocol could cover the following matters:

- a recognition of the interests of Te Roroa in taonga fish species and marine aquatic life;
- b development of sustainability measures, fisheries regulations and fisheries plans;
- c management of customary non-commercial fisheries;
- d research planning;
- e consultation on the Ministry of Fisheries annual business plan;
- f contracting for services; and,
- g employment of staff with non-commercial fisheries responsibilities.

Petroleum and Minerals Protocol

22 The Petroleum and Minerals Protocol could cover the following matters:

- a consultation by the Ministry of Economic Development with Te Roroa on the administration of Crown owned petroleum, coal and other minerals under the Crown Minerals Act 1991; in particular, consultation on minerals programmes, permit block offers, and permit applications for petroleum, coal and other minerals; and,
- b if the Ministry of Economic Development consults with Maori generally, consultation with the Governance Entity on policy development or any proposed legislative amendment to the Crown Minerals Act 1991, which impacts upon the Protocol.

Cultural Redress Properties

- 23 The Deed of Settlement and the Settlement Legislation will provide for the following Cultural Redress Properties to be vested, in fee simple estate, in the Governance Entity. Any status of conservation land, Crown forest land or reserve land will be removed immediately prior to vesting.

Site	Description	Specific conditions or encumbrances (known at the time of this Agreement in Principle)
Wai-o-te-marama	<p>An area of 13.88 hectares comprising the Wai-o-te-marama Scenic Reserve as shown on Map 1, being Section E25, Blk IX Waoku Survey District.</p> <p>The area is currently administered by the Department of Conservation.</p>	
Wairau	<p>An area of approximately 2.3 hectares as shown on Map 2, abutting the Wairau Wahi Tapu Reserve.</p> <p>The southern boundary of the area is intended to align with Motuhuru on the coast.</p> <p>The area is currently administered by the Department of Conservation.</p>	
Kawerua	<p>An area of 11.5 hectares abutting Koutu Maori Reserve, as shown on Map 3.</p> <p>The coastal boundary is intended to run from Matatuahu in the south to</p>	<p>The transfer would be subject to a conservation covenant to protect the coastal landscape values.</p> <p>Further discussions will be held on suitable arrangements for the Kawerua Hotel, which is located on the area to be</p>

Site	Description	Specific conditions or encumbrances (known at the time of this Agreement in Principle)
	<p>Okuratore Stream in the north. The area will include part of an existing legal unformed road, subject to the cancellation of that road.</p> <p>The area is currently administered by the Department of Conservation.</p>	<p>transferred.</p> <p>Public access through the site including access to Kawerua Road would be preserved through marginal strips and easements, as required.</p> <p>Given the preservation of access, the Crown offers to seek cancellation of the existing legal unformed road.</p>
Haohaonui	<p>An area of approximately 2.6 hectares, as shown on Map 4.</p> <p>The area is currently administered by the Department of Conservation.</p>	<p>A conservation covenant will be negotiated to maintain conservation values.</p>
Waingata	<p>An area of approximately 3.4 hectares as shown on Map 5.</p> <p>The area is currently administered by the Department of Conservation.</p>	<p>A conservation covenant will be negotiated to maintain conservation values.</p> <p>Public access to this area will be discontinued on vesting given its isolation and its significance to Te Roroa.</p>
Te Riu	<p>An area of approximately 18.2 hectares as shown on Map 6.</p> <p>The area is currently administered by the Department of Conservation.</p>	<p>A conservation covenant will be negotiated to maintain conservation values.</p> <p>Public access to this area will be discontinued on vesting given its isolation and its significance to Te Roroa.</p>
Muriwai	<p>An area of approximately 34 hectares as shown on Map 6.</p>	<p>A conservation covenant will be negotiated to maintain conservation values.</p> <p>Public access to this area will be discontinued on vesting given its isolation and its significance to Te Roroa.</p>
Waipoua Exotic Forest Areas	<p>Areas of particular cultural significance to Te Roroa shown in shading on Map 7, and covering the following areas.</p> <p>Pukenuiorongo (approximately 19.2 hectares)</p>	<p>The Crown will also gift some trees on the land as set out in the table in Attachment 2, in recognition of the difficulties of harvesting the trees without damaging archaeological sites.</p> <p>If Te Roroa does not take the balance of the adjoining Waipoua Exotic Forest as commercial redress, the Crown offers to</p>

Site	Description	Specific conditions or encumbrances (known at the time of this Agreement in Principle)
	<p>Oneroa (approximately 4.7 hectares)</p> <p>Northern contiguous area (approximately 433.3 hectares)</p> <p>Southern contiguous area (approximately 377.2 hectares)</p> <p>Whangamoa (approximately 110.2 hectares)</p> <p>The areas are currently administered by the Ministry of Agriculture and Forestry.</p>	<p>provide legal access to each area. The Crown also offers to provide practicable access for the Governance Entity to remove trees, if necessary, from any of the areas.</p> <p>Over the balance of the trees on the areas of gifted land, the Crown will retain a forestry right for one rotation. The specific terms of this forestry right are for discussion.</p> <p>Where the road forms the boundary of these areas, the road will be included in the vesting, but the Crown may require legal access over these roads.</p>
<p>Part Waipoua Exotic Forest</p>	<p>Five additional areas as shown in shading on Map 7 being:</p> <p>Waiotane Stream;</p> <p>Huaki;</p> <p>River Road; and,</p> <p>Tekateka (two nearly contiguous areas)</p> <p>These areas have previously been surveyed out for potential protection through conservation covenants.</p> <p>Note that Huaki is contained within the northern contiguous area above.</p> <p>The areas are currently administered by the Ministry of Agriculture and Forestry.</p>	<p>A conservation covenant will be negotiated for each area to maintain conservation values.</p> <p>If Te Roroa does not take the balance of the adjoining Waipoua Exotic Forest as commercial redress, the Crown will provide legal access to each area, which will generally be the shortest distance from a formed road.</p>
<p>Waipoua River Conservation Area</p>	<p>Two areas totalling approximately 133 hectares as shown on Map 8 (partly planted in exotic forest):</p> <p>West of the Waipoua River</p>	<p>No specific conditions will apply to these areas, but archaeological sites will continue to be subject to general protections through the Resource Management Act and the Historic Places Trust Act.</p>

Site	Description	Specific conditions or encumbrances (known at the time of this Agreement in Principle)
	<p>(Papatia);</p> <p>South of the Waipoua River and North of the Waipoua Exotic Forest extending to the Department of Conservation headquarters.</p> <p>Both areas are currently administered by the Department of Conservation.</p>	
<p>Waipoua Forest Archaeological Area (North of Waipoua River)</p>	<p>An area of approximately 100 hectares shown on Map 9.</p> <p>The area encompasses a number of archaeological sites of significance to Te Roroa.</p> <p>The area is currently administered by the Department of Conservation</p>	<p>A conservation covenant will be negotiated to maintain conservation values.</p>
<p>Puketurehu</p>	<p>An area surrounding the summit of Puketurehu within the Waipoua Forest, administered by the Department of Conservation.</p> <p>The boundaries of the area are a matter for further discussion, in order that the boundaries are finalised for the Deed of Settlement.</p>	<p>A conservation covenant will be negotiated to maintain conservation values and public access to whole vested area.</p> <p>The conservation covenant will provide for possible restrictions on public access to certain sections as may be necessary to protect wahi tapu sites, to maintain or enhance conservation values, or for public safety.</p>
<p>Maunganui Bluff Scenic Reserve</p>	<p>An area of 516 hectares, comprising the entire Maunganui Bluff Scenic Reserve, as shown on Map 10.</p> <p>The area is currently administered by the Department of Conservation.</p>	<p>A conservation covenant will be negotiated to maintain conservation values and to provide for public access to the whole vested area.</p> <p>The conservation covenant will provide for possible restrictions on public access to certain sections as may be necessary to protect wahi tapu sites, to maintain or enhance conservation values, or for public safety.</p> <p>Telecommunication facilities remain (the lease payments with respect to this site would transfer to Te Roroa as land owner)</p>

Site	Description	Specific conditions or encumbrances (known at the time of this Agreement in Principle)
		<p>Existing Trig station to remain at no cost to the Crown.</p> <p>The existing walkway to be surveyed as an easement. The Crown would be responsible for maintaining the existing track along the easement. Further discussion will be held on the most appropriate route of the existing walkway before it is surveyed.</p>
Manuwetai	<p>An area of approximately 34 hectares as shown on Map 11.</p> <p>The area is currently administered by the Office of Treaty Settlements.</p>	
Puketapu / Whangaiariki	<p>An area of approximately 74 hectares as shown on Map 12.</p> <p>The boundary of the area will be adjusted, as necessary, to include the nearby fig trees.</p> <p>The area is currently administered by the Office of Treaty Settlements.</p>	<p>The Crown will provide legal access if legal access is not provided by Te Roroa taking surrounding area as commercial redress.</p> <p>If legal access is required, the Crown will provide easements along practical alignments potentially enabling vehicular access, together with the right for Te Roroa to construct roads over the easements.</p>
Ureti	<p>The area of 10.1 hectares to be transferred will comprise the Ureti Camping Reserve. as shown on Map 13.</p>	<p>A conservation covenant will be negotiated to enable continued public access to the area transferred (including for camping purposes), and to preserve the coastal landscape values.</p>

24 The vesting of the Cultural Redress Properties is subject to:

- a further identification of boundaries on survey of the sites, and further discussions on a boundary for land surrounding Puketurehu;
- b any specific conditions or encumbrances included in the table at paragraph 23 above;
- c any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the site to be transferred, either existing at the date the Deed of Settlement is signed, or which are advised in the disclosure information to be provided to the Te Roroa Negotiators as requiring to be created;

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- d the creation of marginal strips where Part IVA of the Conservation Act 1987 so requires, except as expressly provided;
 - e sections 10 and 11 of the Crown Minerals Act 1991; and,
 - f any other specific provisions relating to Cultural Redress Properties that are included in a Deed of Settlement.
- 25 Following the signing of this Agreement in Principle, the Crown will prepare disclosure information in relation to each site, and will provide such information to the Te Roroa Negotiators.

Proposed Access for Te Roroa to the Cultural Redress Properties

- 26 The Crown undertakes to provide appropriate access for Te Roroa to the Cultural Redress Properties, as set out in the table at paragraph 23 above. If Te Roroa takes surrounding land as commercial redress, the requirement to provide separate access to the relevant cultural redress sites will lapse.
- 27 If the property proposed for gifting is surrounded by land administered by the Department of Conservation, there will be no need to provide separate access for Te Roroa as foot access will be possible through the surrounding land.

Obligations Associated with Cultural Redress Properties

- 28 Unless otherwise specified, the Governance Entity will be responsible for the maintenance of the Cultural Redress Properties, including any future pest control, fencing, and removal of refuse required. The Governance Entity will also become liable for the payment of any rates that become payable after transfer of the Cultural Redress Properties to the Governance Entity.

Overlay Classification (Topuni)

- 29 The Deed of Settlement and the Settlement Legislation will provide for the declaration of the Waipoua Forest, except those areas of the Forest proposed for transfer to the Governance Entity, as a Topuni.
- 30 The declaration of an area as a Topuni provides for the Crown to acknowledge in the Settlement Legislation Te Roroa values in relation to that area. It also provides, in relation to that area, for:
- a the Governance Entity and the Crown to agree on protection principles to avoid harm to Te Roroa values, or any diminishment of them, and for the Director-General of Conservation to take action in relation to the protection principles; and,
 - b the New Zealand Conservation Authority and the Northland Conservation Board to have regard to Te Roroa values and the protection principles.
- 31 The Topuni will, in substance, be on the same terms as those that have been provided in previous Treaty settlements.

- 32 The Crown and Te Roroa will consider the effect of any future changes in management when developing the Topuni over Waipoua Forest (e.g. if a change in the legal status of the Forest Sanctuary is proposed, in the future).

Statutory Acknowledgements

- 33 The Deed of Settlement and the Settlement Legislation will provide for statutory acknowledgements to be made in relation to Arai-Te-Uru Recreation Reserve (Signal Station Rd) and the Tokatoka Scenic Reserve.
- 34 Statutory acknowledgements provide for the Crown to acknowledge in the Settlement Legislation a statement by Te Roroa of the cultural, spiritual, historic and traditional association of Te Roroa with a particular area. They further provide for:
- a Relevant consent authorities, the Historic Places Trust and the Environment Court to have regard to the statutory acknowledgements;
 - b Relevant consent authorities to forward to the Governance Entity summaries of resource consent application for activities within, adjacent to, or impacting directly on, the area in relation to which a statutory acknowledgement has been made; and
 - c The Governance Entity and any member of Te Roroa to cite to consent authorities, the Historic Places Trust and the Environment Court the statutory acknowledgement as evidence of the association of Te Roroa with the area in relation to which the statutory acknowledgement has been made.
- 35 Statutory acknowledgements provided to Te Roroa will, in substance, be on similar terms to those provided in previous Treaty settlements.
- 36 Statutory acknowledgements will not prevent the Crown from providing a statutory acknowledgement to persons other than Te Roroa or the Governance Entity with respect to the same area.

Deed of Recognition

- 37 The Deed of Settlement and the Settlement Legislation will provide for the Crown and the Governance Entity to enter into Deeds of Recognition in relation to the following areas:
- a Arai-Te-Uru Recreation Reserve; and,
 - b Tokatoka Scenic Reserve.
- 38 Deeds of Recognition provide for the Governance Entity to be consulted on matters specified in the Deed of Recognition, and regard had to its views. A Deed of Recognition provided to Te Roroa will be on substantially the same terms, as those for previous Treaty settlements.
- 39 The Crown entering into a Deed of Recognition with the Governance Entity will not prevent the Crown from entering into a Deed of Recognition or providing

other redress (to the extent that it is consistent with the Deed of Recognition) with persons other than the Governance Entity in respect to the same area.

Right of First Refusal over Toheroa

- 40 The Crown will explore with Te Roroa the offering of a right of first refusal over Toheroa, in the event that this species is ever made subject to the quota management system. Any right of first refusal would be on the same terms as provided in previous settlements.

Place Names

- 41 The Crown and the Te Roroa Negotiators will discuss for inclusion in the Deed of Settlement the possibility of restoring original Maori names to places of particular significance to Te Roroa, and assigning dual Maori and English names where appropriate, and in accordance with the functions and practices of the New Zealand Geographic Board Nga Pou Taunaha o Aotearoa. In particular the Crown and Te Roroa will discuss restoring the original Maori name (as sole name or joint name) for Shag Lake.

Cultural Redress within Residual Exotic Forest Land

- 42 The Deed of Settlement and the Settlement Legislation will provide for the fee simple estate in areas of the Waipoua Exotic Forest, as described in the table at paragraph 23, to be vested in the Governance Entity. As part of Commercial Redress, the Te Roroa Negotiators will also be provided the opportunity to select for transfer the remainder of the Waipoua Exotic Forest (either land alone or the land and trees). If Te Roroa select only some of the forest for Commercial Redress, the balance (the "**Residual Forest Land**") will be retained in Crown ownership. In this case, the Crown may, in the future, seek to on-sell the balance to a third party or alternatively to grant a forestry right for the trees to a third party.
- 43 As outlined under the headings below, the Crown and the Te Roroa Negotiators will develop in the Deed of Settlement various mechanisms for the Residual Forest Land, to enable Te Roroa to have ongoing access to cultural sites, provide for the ongoing harvest of cultural materials, and provide specific processes for the ongoing protection of wahi tapu sites and conservation values. The mechanisms will be constructed so that it will continue to apply if the land or forestry rights are sold to a third-party. The mechanisms will be contractual arrangements and will not affect the application of the Resource Management Act and the Historic Places Act.

Rights to visit cultural sites and to harvest cultural materials

- 44 The mechanism will provide on-going rights to the Governance Entity (or its nominees) to harvest cultural materials and visit cultural sites within the Residual Forest Land. These access rights will be subject to forestry management requirements, particularly with regard to health and safety issues.

Archaeological surveys and advice on the protection of wahi tapu sites

- 45 Subject to the Governance Entity meeting the requirements under the Historic Places and the Resource Management Act, the Crown will give first preference to the Governance Entity to carry out archaeological assessments and to supply advice on the protection of wahi tapu and archaeological sites on the Residual Forest Land. This preference would be subject to reasonable charges, appropriate qualifications for those undertaking the archaeological assessments, and the assessments meeting the criteria set out in the Historic Places Act. The Crown or other future owner of the Residual Forest Land would retain the ability to seek advice from other suppliers, if it wished, in addition to the advice and assessments provided by the Governance Entity.
- 46 The proposed preference to the Governance Entity for supplying assessments and advice would not, of itself, remove any statutory obligations on the forest owner (or the owner of forestry rights) to consult with the Governance Entity or other Te Roroa representative groups on forestry operations.

Formal protocol for consultation on harvest operations

- 47 The Deed of Settlement will provide for the development of protocols for consultation between the Crown as land owner and the Governance Entity on harvesting operations and the protection of wahi tapu sites. These protocols would be constructed so that they would continue to apply if the land or forestry rights were sold to a third party (possibly as part of a forestry right, or through a contractual arrangement). The protocol may make reference to internationally recognised standards (or draft standards) for cultural and environmental matters, if appropriate.

Taonga from Kohekohe

- 48 The Minister of Maori Affairs currently has the power to appoint trustees for the Kohekohe taonga held in the Auckland Museum. The Crown will facilitate a process for all tribal groups with an interest in the Kohekohe taonga, including Te Roroa, to decide on a trusteeship arrangement for the taonga from Kohekohe held in the Auckland Museum and to appoint the Trustees. It is anticipated that the appointment of these Trustees will provide the basis for discussion with the Auckland Museum on the exercise of kaitiakitanga over the taonga, including possible future arrangements such as repatriation.

Access to Maori-Owned Land at Waipoua

- 49 Currently, there is no legal access to Maori land in the Waipoua Settlement. This issue of providing appropriate legal access is being pursued separately from the negotiations. However, the Crown will consider using settlement legislation to provide lawful access to Maori-owned land at Waipoua if this proves necessary.

Letter of Introduction to Government Agencies

- 50 Outside the Deed of Settlement, the Minister in Charge of Treaty of Waitangi Negotiations will write letters of introduction to Ministers responsible for specific government agencies working within the Te Roroa Area of Interest. The purpose

of the letters would be to introduce the Governance Entity to the agency, and to outline the nature of Te Roroa's interest in the work that the agency undertakes.

Financial and Commercial Redress

Total value

- 51 The Deed of Settlement will provide that the total value of the Financial and Commercial Redress for the settlement of the Te Roroa Historical Claims is \$9.5 million.

Properties

- 52 The Deed of Settlement and the Settlement Legislation will provide for the transfer of selected Commercial Redress Properties to the Governance Entity.

Crown Land and Surplus Crown Land

- 53 The Te Roroa Negotiators will have the opportunity to select for transfer to the Governance Entity, any or all of the following properties:

- a the balance of the Crown-owned farms at Aranga Beach, excluding the areas to be gifted as cultural redress;
- b the Crown-owned farms at Waikara (or parts thereof);
- c unallocated Crown land (LIPS 10068) bordering Shag Lake;
- d the bed of Shag Lake;
- e unallocated Crown land at Moremunui (LIPS number 16386); and,
- f properties held within the land bank administered by the Office of Treaty Settlements land as identified in Attachment 3.

- 54 The Crown would consider transferring part of the properties referred to in paragraphs 53a and 53b, if the balance of the properties remained commercially viable. In particular, the parts of the properties specified in Attachment 4 are available for transfer, subject to agreement being reached on detailed matters such as access to the areas, any fencing required, and the disposition of farm houses on the Waikara farms between selected and residual areas.

- 55 If the Te Roroa Negotiators select all or part of the property referred to in paragraph 53b, they will also have the opportunity to select for transfer the pine trees on those parts of the property selected for transfer. If the Te Roroa Negotiators choose not to select for transfer the pine trees on those parts of the property selected for transfer, an agreement will be negotiated, prior the signing of the Deed of Settlement, for the Crown to retain ownership of the plantation trees on the land, as well as a forestry right giving access to the land to protect, manage and harvest the trees. The Crown will pay an annual rental for the land required for this purpose. The Crown will retain the right to on-sell the forestry right and the trees. As the trees are harvested, occupancy of the land will revert to the Governance Entity, and rental payments will cease.

Waipoua Department of Conservation Headquarters

- 56 The Department of Conservation is currently reviewing its operations in the Waipoua area. Depending on the outcome of that review, and following decisions by the Department of Conservation, Te Roroa may have an opportunity to select for transfer to the Governance Entity (either outright or subject to a leaseback) the land and/or improvements and buildings associated with the Department of Conservation Area Office, Visitor's Centre and associated facilities at Waipoua. Following the completion of the review, the Crown will discuss with Te Roroa potential options for the inclusion of land and/or buildings and improvements in the settlement.
- 57 Any leaseback arrangement would be subject to agreement between the Te Roroa Negotiators and the Department of Conservation of the lease terms and conditions. The lease would not in any way restrict the ability of the Department of Conservation to manage its activities on the land.
- 58 If the property becomes available for transfer without a leaseback, the Crown and the Te Roroa Negotiators would need to discuss suitable arrangements for the buildings and improvements and what encumbrances may need to be put in place.

Forestry Assets

- 59 As described in the table at paragraph 23, the Deed of Settlement and the Settlement Legislation will provide for the Crown to gift a contiguous area within the Waipoua Exotic Forest as a Cultural Redress Property.
- 60 The Te Roroa Negotiators will have the opportunity to select for transfer to the Governance Entity the balance of Waipoua Exotic Forest (as shown on map 7). The Te Roroa Negotiations may elect for one of the following options to be transferred:
- a the residual Crown land, including improvements but excluding the trees; or
 - b the residual Crown land and the trees; or
 - c a combination of both the land, and the land and trees.
- 61 The exact configuration of land, or land and trees, to be transferred would need to be agreed by the parties. The Crown will take into account the commercial viability of the balance of the land for forestry operations, when determining the exact configuration of land, or land and trees, to be available for transfer to the Governance Entity.
- 62 The market value of the land, or the land and trees, transferred in accordance with paragraph 60 will be deducted from the Financial and Commercial Redress Amount. As set out in paragraphs 69 to 73 below, the market value of the land and improvements will be established in accordance with the fixed transfer value shown in Attachment 4 (first row of the table), and the trees will be valued according to the valuation process set out in Attachment 5.
- 63 If the Te Roroa Negotiators choose to take the land (and not the trees), an agreement will be negotiated for the Crown to retain ownership of the plantation

trees on the land, as well as a forestry right giving access to the land to protect, manage and harvest the trees. It is expected that the Crown will pay a fair market rental for the land required for this purpose. The Crown will retain the right to on-sell the forestry right and the trees. As the trees are harvested, occupancy of the land will revert to the Governance Entity, and rental payments will cease.

- 64 Appropriate access and other rights required between the parts of the forest land that the Te Roroa Negotiators choose to take and the balance of the land and trees will need to be further defined.
- 65 Paragraphs 42 to 47 of this document outline the mechanisms to provide access to and protection of, wahi tapu that are located on the forest land that the Te Roroa Negotiators choose not to select as commercial redress.

Conditions for Commercial Redress Properties

- 66 The transfer of the selected Commercial Redress Properties will be subject to:
- a any express provisions relating to specified properties that are included in the Deed of Settlement;
 - b standard terms of transfer and specific terms of transfer applicable to the specified property;
 - c any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the property to be transferred, either existing at the date the Deed of Settlement is signed, or which are advised in the disclosure information to be provided to the Te Roroa Negotiators as being required;
 - d the creation of marginal strips where Part IVA of the Conservation Act 1987 so requires, except as expressly provided;
 - e sections 10 and 11 of the Crown Minerals Act 1991; and,
 - f confirmation that no prior offer back or other third party rights and obligations, such as those under the Public Works Act, exist in relation to the property; and any other statutory provisions which must be complied with before property can be transferred are able to be complied with.
- 67 The Crown will confirm whether any properties will be unavailable for transfer to the Governance Entity under paragraphs 66f above. The Crown will then prepare disclosure information in relation to each site that is available for transfer to the Governance Entity and will provide such information to the Te Roroa Negotiators. If any properties are unavailable for transfer for the reason given in paragraph 66f above, the Crown has no obligation to substitute such properties with other properties.
- 68 Except as provided for in paragraph 77, any properties outlined in paragraph 53 above that Te Roroa do not select may be offered for sale on the open market, and the opportunity to acquire them through the settlement process will be at an end.

Valuation

- 69 The Transfer Value (as at the date of the Deed of Settlement) of any selected Commercial Redress Property will be deducted from the Financial and Commercial Redress Amount.
- 70 Descriptions of certain Commercial Redress Properties and their Transfer Value, are set out in Attachment 4.
- 71 In the event the Deed of Settlement has not been signed within 18 months of the date of this Agreement in Principle, the Transfer Value for the selected Commercial Redress Properties in Attachment 4, will be updated to the current market value of that property, such market value to be determined in accordance with the valuation process along the lines outlined in Attachment 5.
- 72 For those Commercial Redress Properties not listed in Attachment 4, the Transfer Value will be determined prior to the signing of the Deed of Settlement in accordance with the valuation process along the lines outlined in Attachment 5.
- 73 In the event the Te Roroa Negotiators select for transfer the pine trees referred to in paragraph 55, the Crown and the Te Roroa Negotiators will, prior to the signing of the Deed of Settlement, appoint a joint valuer to determine the Transfer Value of the trees in accordance with the valuation process along the lines outlined in Attachment 5.

Right of First Refusal

- 74 The Deed of Settlement will provide for the Governance Entity to have a right of first refusal to the properties in Attachment 6 when/if the property becomes surplus, for a period of 50 years from Settlement Date. The right of first refusal will be provided on similar terms as those provided in previous Treaty settlements.
- 75 The availability of these properties is subject to these properties being cleared through the normal process of section 40 of the Public Works Act, at the time the property becomes surplus.

Cash Settlement Amount

- 76 The Deed of Settlement will provide for the Crown to transfer to the Governance Entity the Cash Settlement Amount (being the total value of the Financial and Commercial Redress Amount less the Transfer Value of any properties to be transferred) on the Settlement Date.

Right of Deferred Selection

- 77 In the event that Te Roroa do not take all of the Crown-owned farms at Aranga Beach as part of the settlement package, the Deed of Settlement will provide the Governance Entity with a right of deferred selection for the period of two years after Settlement Date over the farms.
- 78 The Deed of Settlement will set out the terms and conditions of the right of deferred selection. In broad terms, the valuation for deferred selection would be

agreed on the same basis as for other commercial redress, but with valuations to be made at the time the deferred selection was exercised (or as otherwise agreed).

Other Issues

Claimant Definition

- 79 The Deed of Settlement will specify who is covered by the settlement, that is, whose claims are being settled and therefore who can benefit from the settlement.
- 80 The definition of Te Roroa will be, or be similar to, the following:
- a those that currently exercise customary interests in the Te Roroa Area of Interest on the basis of descent from Manumanu I and/or Rangitauwawaro; and,
 - b those that descend from those who exercised customary interests after 1840 in the Te Roroa Area of Interest on the basis of descent from Manumanu I and/or Rangitauwawaro.
- 81 The definition of Te Roroa will include those that descend from the following groups: Te Roroa, Te Kuihi (to the extent that customary rights are traced from Toa through Paikea and Taramanaiku) Ngati Whiu and Ngati Kawa.
- 82 It is understood that the customary interests of Ngati Pou within the Te Roroa Area of Interest were traced through inter-marriage with Te Roroa.
- 83 The format for the definition of Te Roroa will be discussed in the process of finalising a draft Deed of Settlement and will use a format similar to that used for recent settlements.

Scope of Settlement

- 84 The Deed of Settlement will settle all Te Roroa Historical Claims. Te Roroa Historical Claims means every claim made by Te Roroa (in accordance with the definition in paragraphs 80 to 83 above) or by a representative entity of Te Roroa
- wherever the claim occurs, including any claims relating to matters outside the Te Roroa Area of Interest;
 - whether or not the claim has arisen or been considered, researched, registered, or notified;
 - whenever the claim is made (either before, on, or after Settlement Date)
- that:
- a is founded on a right arising from the Treaty of Waitangi or the principles of the Treaty of Waitangi; under legislation, at common law (including aboriginal title or customary law), from a fiduciary duty, or otherwise; and
 - b arises from or relates to acts or omissions before 21 September 1992:

- i by or on behalf of the Crown; or
- ii by or under any legislation;
- c accordingly includes (without limiting the general wording of paragraphs 84a and 84b) Wai 38 and Wai 632.

85 Te Roroa and the Crown recognise that other claims registered with the Waitangi Tribunal may be affected by the settlement of the Te Roroa Historical Claims including: Wai 188, Wai 303, Wai 313, Wai 549, Wai 719, and Wai 985.

86 The definition of Te Roroa Historical Claims is not intended to capture any claim that an individual or a family, whanau, hapu or group may have as a result of being descended from a tribal group other than Te Roroa.

Proposed Terms of the Deed of Settlement

87 Te Roroa and the Crown will acknowledge in the Deed of Settlement that the settlement of Te Roroa Historical Claims:

- a will prevent any member of Te Roroa (or any representative entity of Te Roroa) from pursuing claims against the Crown (including claims based on aboriginal title or customary rights) if such claims come within the definition of Te Roroa Historical Claims;
- b is intended to enhance the ongoing relationship between the Crown and Te Roroa (both in terms of the Treaty of Waitangi and otherwise);
- c except as expressly provided in the Deed of Settlement, will not limit any rights or powers the Crown or Te Roroa might have arising from the Treaty of Waitangi or the principles of the Treaty of Waitangi, legislation, common law (including aboriginal title and customary law), fiduciary duty or otherwise;
- d does not extinguish any aboriginal title, or customary rights, that Te Roroa may have;
- e does not imply an acknowledgement by the Crown that aboriginal title, or any customary rights, exist; and
- f is not intended to affect:
 - i the deed of settlement between Maori and the Crown dated 23 September 1992 in relation to Maori fishing claims;
 - ii the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or,
 - iii the Maori Fisheries Act 2004.

88 The Deed of Settlement will provide for the following:

- a Te Roroa acknowledging and agreeing in the Deed of Settlement, and the Settlement Legislation providing, with effect from the Settlement Date, that:
 - i Te Roroa Historical Claims are settled;

-
- ii the Crown is released and discharged from any obligations, liabilities and duties in respect of Te Roroa Historical Claims;
 - iii the Crown has acted honourably and reasonably in respect to the settlement;
 - iv the settlement of Te Roroa Historical Claims is final;
 - v the settlement is fair in the circumstances;
 - vi it is intended that the settlement is for the benefit of Te Roroa and may be for the benefit of particular individuals or any particular family, whanau, or group of individuals if the Governance Entity so determines in accordance with its own procedures; and
 - vii the settlement is binding on Te Roroa and the Governance Entity (and any representative entity of Te Roroa);
- b Te Roroa acknowledging and agreeing in the Deed of Settlement to, and the Settlement Legislation providing for, the removal with effect from Settlement Date of the jurisdiction of the Courts, the Waitangi Tribunal and any other judicial body or tribunal in respect of:
- i Te Roroa Historical Claims;
 - ii the Deed of Settlement;
 - iii the redress provided to Te Roroa and the Governance Entity in the settlement; and
 - iv the Settlement Legislation,
- except for in respect of the interpretation and enforcement of the Deed of Settlement and the Settlement Legislation;
- c any proceedings in relation to Te Roroa Historical Claims being discontinued;
- d Te Roroa acknowledging and agreeing that the Settlement Legislation will provide that the following legislation does not apply to land in a specified area, namely:
- i Sections 8A-8HJ of the Treaty of Waitangi Act 1975;
 - ii Sections 27A to 27C of the State Owned Enterprises Act 1986;
 - iii Sections 211 to 213 of the Education Act 1989;
 - iv Part III of the Crown Forests Assets Act 1989; and
 - v Part III of the New Zealand Railways Corporation Restructuring Act 1990;

The specified area above is intended to cover the original Maori land blocks listed in Attachment 7, in which Te Roroa assert primary customary interests, or which are subject to overlapping interests with Te Uri o Hau

(whose historical Treaty claims have been settled through a Deed of Settlement between the Crown and Te Uri o Hau).

- e Te Roroa acknowledging and agreeing that Settlement Legislation will provide for the removal of all resumptive memorials from land in the specified area referred to in paragraph 88d above;
- f Te Roroa acknowledging and agreeing to the cessation of landbank arrangements in relation to Te Roroa; and
- g Te Roroa acknowledging and agreeing that neither Te Roroa nor any representative entity of Te Roroa have, from the Settlement Date, the benefit of the legislation referred to in paragraph 88d above in relation to land outside the specified area referred to in paragraph 88d above; and that,
- h accordingly neither Te Roroa nor any representative entity of Te Roroa will object to the removal by legislation of the application of the legislation referred to in paragraph 88d above in relation to any land outside the specified area referred to in paragraph 88d, or to the removal of memorials with respect to such land.

Conditions

89 This Agreement in Principle and/or the Deed of Settlement (as appropriate) will be subject to the following conditions:

Overlapping Interests

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

Cabinet agreement

- b Cabinet agreeing to the settlement and the redress to be provided to Te Roroa;

Ratification

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

Governance Entity

- d the establishment of an entity (the Governance Entity) prior to the introduction of Settlement Legislation that the Crown is satisfied:

-
- i is an appropriate entity to which the Crown will provide the settlement redress;
 - ii has been ratified by Te Roroa (through a process agreed by the Te Roroa Negotiators and the Crown) as an appropriate entity to receive that redress; and,
 - iii has a structure that provides for:
 - A representation of Te Roroa;
 - B transparent decision-making and dispute resolution processes; and,
 - C full accountability to Te Roroa; and,
 - e the Governance Entity signing a Deed of Covenant to provide for it, amongst other things, to be bound by the terms of the Deed of Settlement.

Settlement Legislation

- f the passing of Settlement Legislation to give effect to parts of the settlement. The Crown will not be obliged to propose Settlement Legislation for introduction into Parliament until the Governance Entity has been established and has signed a Deed of Covenant, through which the Governance Entity covenants with the Crown that it is a party to the Deed of Settlement and agrees to be bound by it; and
- g Te Roroa supporting the passage of Settlement Legislation.

Taxation

90 The Deed of Settlement will also include the following taxation matters:

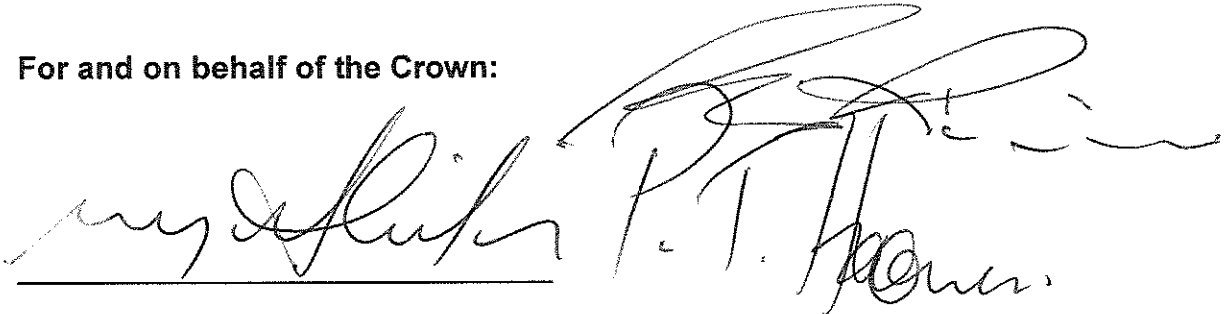
- a subject to obtaining the consent of the Minister of Finance, the Governance Entity will be indemnified against income tax and GST arising from the transferring, crediting or payment of Financial and Commercial Redress by the Crown to the Governance Entity;
- b this indemnity does not extend to any tax liability arising in connection with the acquisition of property by the Governance Entity after Settlement Date, whether it uses its own funds or uses the Financial and Commercial Redress for such acquisition;
- c again, subject to obtaining the consent of the Minister of Finance, the Governance Entity will also be indemnified against income tax, GST and gift duty arising from the transfer of Cultural Redress by the Crown to the Governance Entity; and
- d neither the Governance Entity nor any other person shall claim a GST input credit or tax deduction in respect of any Cultural Redress or Financial and Commercial Redress provided by the Crown to the Governance Entity.

Interest

- 91 The Deed of Settlement will provide for the Crown to pay Te Roroa interest on the total value of the Commercial and Financial Redress for the period from (and including) the date of the Deed of Settlement to (but excluding) the Settlement Date. Interest will be calculated and provided on the same basis as in recent settlements, ie. based on the average yield on 1 year Treasury Bills, non-compounding, payable on Settlement Date, and subject to normal taxation law.

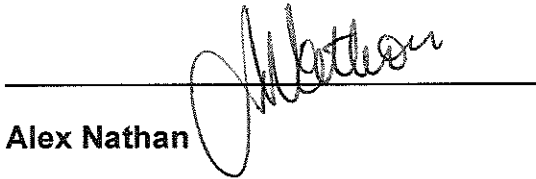
SIGNED THIS 20 DAY OF December 2004

For and on behalf of the Crown:

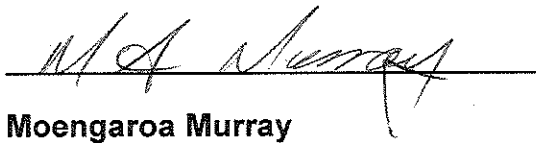
A large, stylized handwritten signature in black ink, appearing to read 'Margaret Wilson', written over a horizontal line.

Hon Margaret Wilson, Minister in Charge of Treaty of Waitangi Negotiations

For and on behalf of Te Roroa:

A handwritten signature in black ink, appearing to read 'Alex Nathan', written over a horizontal line.

Alex Nathan

A handwritten signature in black ink, appearing to read 'Moengaroa Murray', written over a horizontal line.

Moengaroa Murray

A handwritten signature in black ink, appearing to read 'Daniel Ambler', written over a horizontal line.

Daniel Ambler

Attachment 2

Stands within Gifted Area of Waipoua Exotic Forest that the Crown will Gift to Te Roroa on Settlement

Stands	Net Stocked Area	Comment
Northern Contiguous Area		
65.1	46.8	
14.14	10.9	
Southern Contiguous Area		
66.2	12.6	
66.1	8.3	
1.9,1.8.1	0	Areas harvested but not replanted.
5.9.1.1	0	Existing trees to be removed by the Crown in next 12 months, and not replanted.
Whangamoa		
8.2	34.8	
8.3	1.9	

Attachment 3

**Properties Held in the Land Bank administered by the Office
of Treaty Settlements that are Available for Selection as
Commercial Redress Properties**

Property Number	Street	Location	Physical Description	Land Area (ha)	Legal Description
726	29 Onslow Road	Dargaville	Bare residential section	0.1012	Lot 250, DP 859
956	37 Jervois St	Dargaville	One bedroom house	0.0809	Lot 133 DP 859
1020	Portland & Gordon Streets Cnr	Dargaville	Vacant residential section	0.2965	Lot 1 DP 186994
771	Wood Road	Kaihu	Bare rural section	1.5429	Pt Opanake 1C & 2D
1261	Babylon Coast Road	Omamari	Farmlet with 3 Bedrm dwelling	5.1860	Lot 1 DP 194988
To be allocated	Katiu Road	Donnellys Crossing	Former Donnellys Crossing School	2.8084	Sections 32 and 34 and Part Section 29 Block XI Waipoua SD
1158	7 West Coast Road	Te Kopuru	Bare Residential Section	0.1012	Lot 7 DP 17979
285	SH 12	Waimamaku	ex MOW Depot	0.9315	Lot 1 DP 167732

Attachment 4

Commercial Redress Properties with Fixed Transfer Values

Property Name	Description	Land Area (ha)	Transfer Value (\$)
Residual Area of Waipoua Exotic Forest, including improvements.	See Map 7 . The area is located within the grey coloured boundary line, denoting the boundaries of the Forest.	2,613	3,556,000
Waipoua Department of Conservation Headquarters	See Map 14 This area comprises the land occupied by the Department of Conservation Area Office, Visitor's Centre and associated facilities at Waipoua.	31	145,000
Waipoua Department of Conservation Headquarters	Buildings as per Department of Conservation Asset schedule		850,000
Waipoua Department of Conservation Headquarters	Other Improvements including two garages, garden sheds, tennis court, roading/parking, power reticulation, effluent disposal system.		205,000
Coastal Selection Area within boundary of Waikara farms	See Map 15 .	537	2,907,000
Discrete Area A within boundary of Waikara farms (Muriwai)	See labeled area on Map 15 . The area comprises a raupo swamp.	35	14,000
Discrete Area B within boundary of Waikara farms (Koputuaki)	See labeled areas on Map 15 . Comprises three areas adjacent to Muriwai swamp.	11.8	36,500
Discrete Area C within boundary of Waikara farms (Paaka)	See labeled area on Map 15 . This comprises a north-facing slope above a stream.	9	25,500
Discrete Area D within boundary of Waikara farms (Puketapu)	See labeled area on Map 15 . This area encompasses the top of the highest hill in the area.	12	47,900

Property Name	Description	Land Area (ha)	Transfer Value (\$)
Discrete Area E within boundary of Waikara farms (Okowhana)	See labeled area on Map 15 . Most of this area lies on a north-facing slope, and crosses a stream.	6.2	19,265
Coastal Selection Area within the Crown-owned farms at Aranga Beach.	See Map 16 .	308	1,680,000
Discrete Area A within the boundary of the Crown-owned farms at Aranga Beach (Rewarewa)	See labeled area on Map 17 .	16.4	\$2,300/hectare
Discrete Area B within the boundary of the Crown-owned farms at Aranga Beach (Pupuia)	See two labeled areas on Map 17 .	1.1	\$6,000/hectare
Discrete Area C within the boundary of the Crown-owned farms at Aranga Beach (Mahanga Kokowai)	See labeled area on Map 17 .	1.5	\$7,000/hectare
Discrete Area D within the boundary of the Crown-owned farms at Aranga Beach (Onepango)	See two labeled areas on Map 17 .	3.0	\$4,500/hectare
LIPS 10068	Unallocated Crown land (adjacent to Shag Lake)	120	\$120,000
LIPS 16386	Unallocated Crown land (Coastal Strip, Omamari)	167	\$167,500

Attachment 5

Valuation Process

High Value Properties i.e. those with an estimated value over \$300,000

- 1 The Crown and the claimants each commission a registered valuer (at their own cost);
- 2 Each party obtains a market valuation based on agreed instructions to valuers (as attached), which is then exchanged with the other party;
- 3 If the valuations differ, the parties are required to enter into discussion, with the aim of agreeing a transfer value;
- 4 If the parties are unable to reach an agreed transfer value, the parties will refer the matter to arbitration (process under the Arbitration Act 1996), which will be binding on both parties, for determination of fair market value; and
- 5 Each party is responsible for their own costs, and half of the cost of any arbitration process.

Low value properties i.e. those with an estimated value less than \$300,000

- 6 The Crown and the claimants jointly commission a registered valuer;
- 7 The valuer is instructed to prepare a market valuation based on agreed instructions to valuers (as attached) which is binding on both parties; and
- 8 Each party is responsible for half the cost of the valuer.

General

- 9 All valuations will be based on:
 - a Instructions to valuers;
 - b the due diligence information provided by the vendor agency;
 - c the standard terms and conditions for transfer of commercial properties that will be attached to the Agreement in Principle;
 - d all existing leases, licences and other encumbrances disclosed by the Crown;
 - e all leases, licences, and other encumbrances proposed for the Deed of Settlement; and,
 - f a practical valuation date agreed by the parties.
- 10 In the event that a Deed of Settlement is not agreed within 12 months of the valuation date then the properties will need to be revalued.

Form of Instructions to Valuers

Crown – Te Roroa Settlement Negotiations

Introduction

- 1 The Crown and the Mandated Representatives of Te Roroa are negotiating the settlement of Treaty of Waitangi and other claims of Te Roroa. Te Roroa may, as part of the settlement of those claims, have the opportunity to purchase certain properties from the Crown. The purpose of these valuations is to establish the value at which the properties would transfer from the Crown to Te Roroa.
- 2 [The Crown and Te Roroa are each instructing separate valuers to value the Properties.
- 3 The Crown and Te Roroa have agreed procedures to resolve differences between the valuations, where necessary.]²

Properties

- 4 The [Leaseback] Properties are specified in the attached schedule. [A copy of the terms and conditions of the lease (s) which will be entered into on transfer of the [Leaseback] Property (ies) is attached for each Valuer's consideration].

Requirements

- 5 The Crown and Te Roroa, have agreed the following requirements for these valuations:
 - a The effective date of valuation is to be [](Valuation Date);
 - b The value required is the market value of the Leaseback Property being the estimated amount, exclusive of GST, at which the Property should if being transferred, be transferred on the Valuation Date from a willing seller to a willing buyer in an arms length transaction, after proper marketing with each party to the transfer acting knowledgeably, prudently and without compulsion. The following should be taken into account:
 - i any encumbrances or interests or other matters affecting or benefiting the Property as are noted on the certificate of title for the Property on the Valuation Date or as are disclosed in writing by the Crown, provided that the Valuer shall not take into account any claim by, or on behalf of, Te Roroa over that property.[In particular the valuer should consider the value of the lease as an integral part of the valuation]; and

² For separate valuations only

- ii the terms of transfer.
- c [Both Valuers are to inspect the Property on a day to be agreed between them and the vendor agency. The Valuers will attempt to resolve between them any matters arising from their inspections by the end of the following day.]²
- d [Before the inspection of the Property, both Valuers are to agree on:
 - i The valuation method or methods applicable to the property; and
 - ii The applicable comparable sales to be used in determining the value of the property interest if relevant and comparable rentals]²
- e Each Valuation Report provided by a Valuer shall:
 - i include an assessment of the Market Value of the Property being valued as at the Valuation Date;
 - ii meet the minimum requirement set out in Section 5 of the "New Zealand Institute of Valuers Valuation Standard 1: Market Value Basis of Valuation", and other relevant standards, insofar as they are relevant.
 - iii include an executive summary containing:
 - A a summary of the valuation along with key valuation parameters;
 - B a summary of key issues affecting value, if any;
 - C the name of the Valuer and his or her firm; and
 - D the signature of the Valuer and lead valuer (if applicable).
 - iv include a property report based on the standard referred to in paragraph 5e(ii); and
 - v attach appendices setting out:
 - A a statement of valuation methodology and policies; and
 - B relevant market and sales information.

6 The Valuer is to supply two copies of the Valuation Report.

Timing

6 Valuation reports are to be submitted to Clients no later than [].

Attachment 6

Properties over which the Crown Offers a Right of First Refusal Should the Properties become Surplus

Site	Legal Description	GV Roll #	Area (hectares)
Waimamaku Teachers Residence School site, and Pre-school Site, SH 12, Waimamaku	Pt Section 76, Block IX, Waaku	619/57600	1.2152
Aranga School, SH 12, Aranga	Pt Sec 24 Blk XI Waipoua SD	990/6100	2.7109
Mamaranui Outdoor Education Centre, Mamaranui Rd, Mamaranui	Lots 1 and 2, and Pt Lot 3 DP 30892	990/27600	0.6085
Kaihu District High School, Mariopiu Rd, Kaihu	Pts Opanake 1C South 6	1000/21200	4.1945
Te Kopuru School, 7 Norton St, Te Kopuru	Pts Allot 54 and Pt Lot 2 of Allot 2A Kopuru Parish	1110/4900	2.1739
Te Kopuru Pre-school, 9 Norton St.	Allot 181 Psh of Kopuru	1110/5001	0.8035
Teachers Residence, 20 West Coast Rd, Te Kopuru	Lot 8 DP 40710	1110/13000	0.0837
Teachers Residence, 12 Graham St, Te Kopuru	Lot 33 DP 3853	1110/18601	0.2023
Northland Polytechnic, 24 Parore St, Dargaville	Lot 1 DP 154711		0.3684

Attachment 7

Original Maori Blocks to be Included in Specified Area for Removal of Land Banking and Resumptive Memorials

Waimamaku

Waimamaku 2

Wairau North and South

Waipoua 1

Waipoua 2

Maunganui

Opanaki 1

Kaihu 1,2,3,4

Tunatahi

Waimata

Aoroa

Okapakapa

Taniwhanui

Te Uira

Whakakeke

Waira

Oturei

Aratapu/Te Kopuru

Maungatawhiri

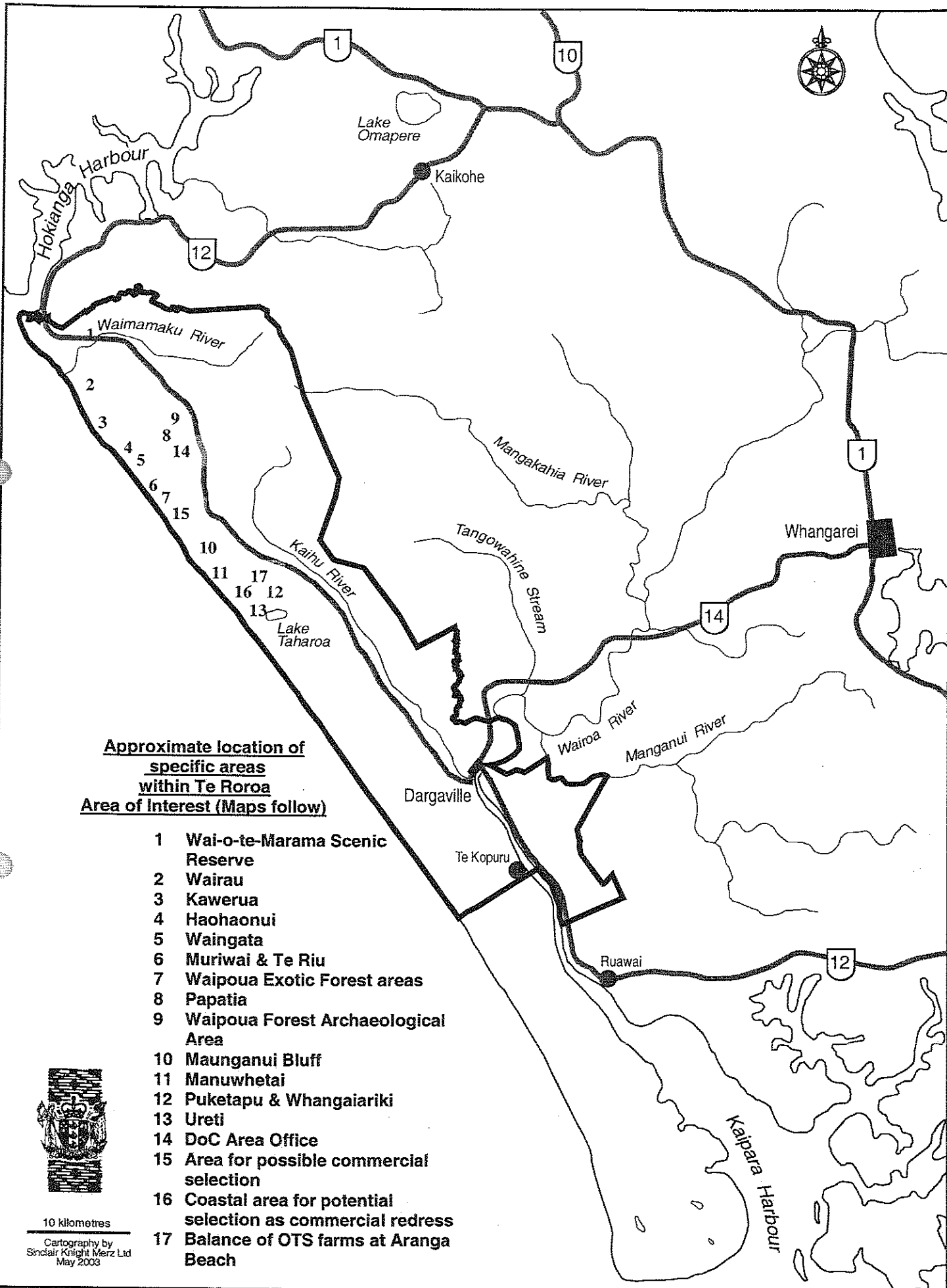
Horehore

Manginahue

Arapohue

Whakahara

Tokatoka



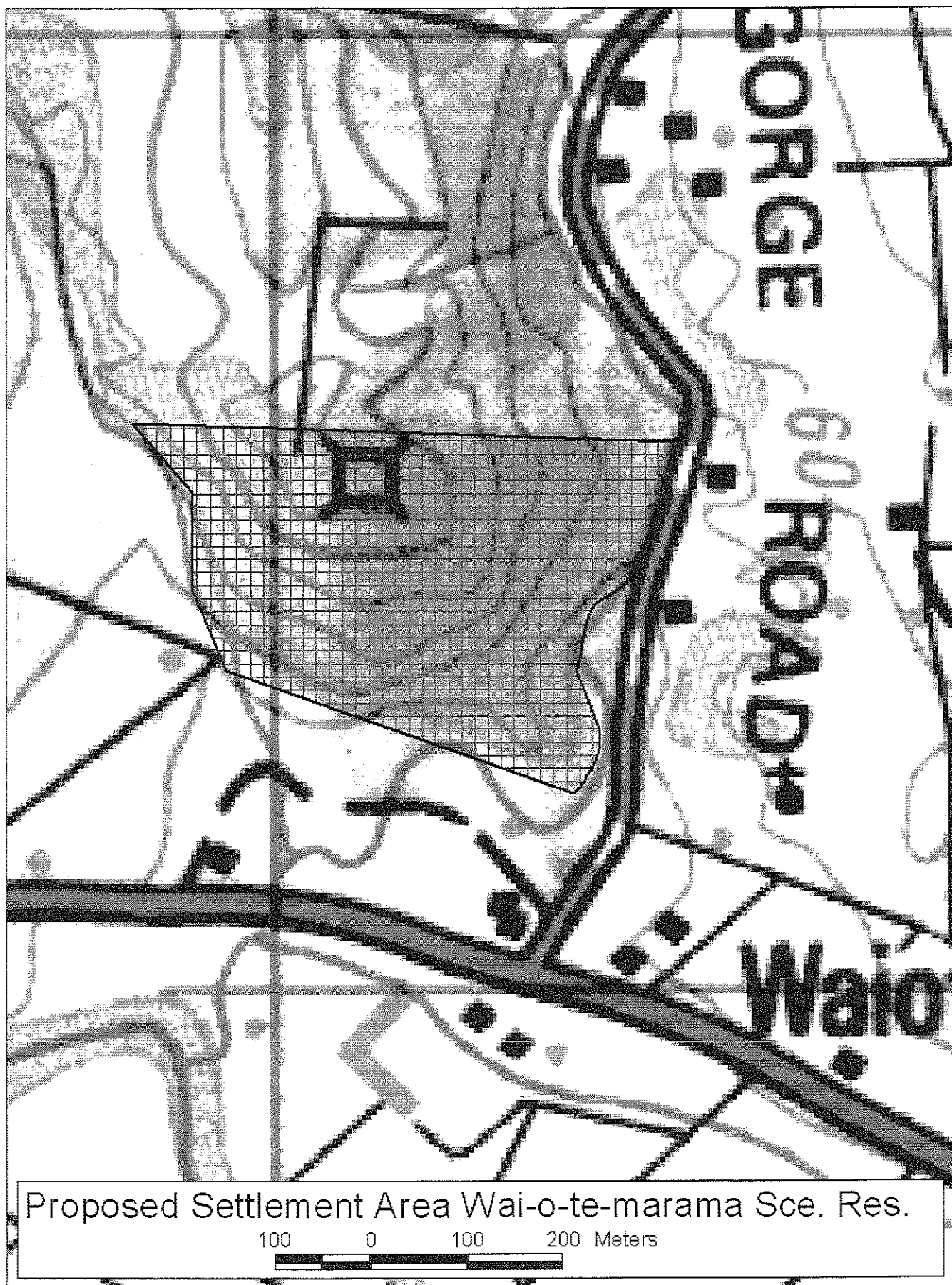
Approximate location of specific areas within Te Roroa Area of Interest (Maps follow)

- 1 Wai-o-te-Marama Scenic Reserve
- 2 Wairau
- 3 Kawerua
- 4 Haohaonui
- 5 Waingata
- 6 Muriwai & Te Riu
- 7 Waipoua Exotic Forest areas
- 8 Papatia
- 9 Waipoua Forest Archaeological Area
- 10 Maunganui Bluff
- 11 Manuwhetai
- 12 Puketapu & Whangaiariki
- 13 Ureti
- 14 DoC Area Office
- 15 Area for possible commercial selection
- 16 Coastal area for potential selection as commercial redress
- 17 Balance of OTS farms at Aranga Beach



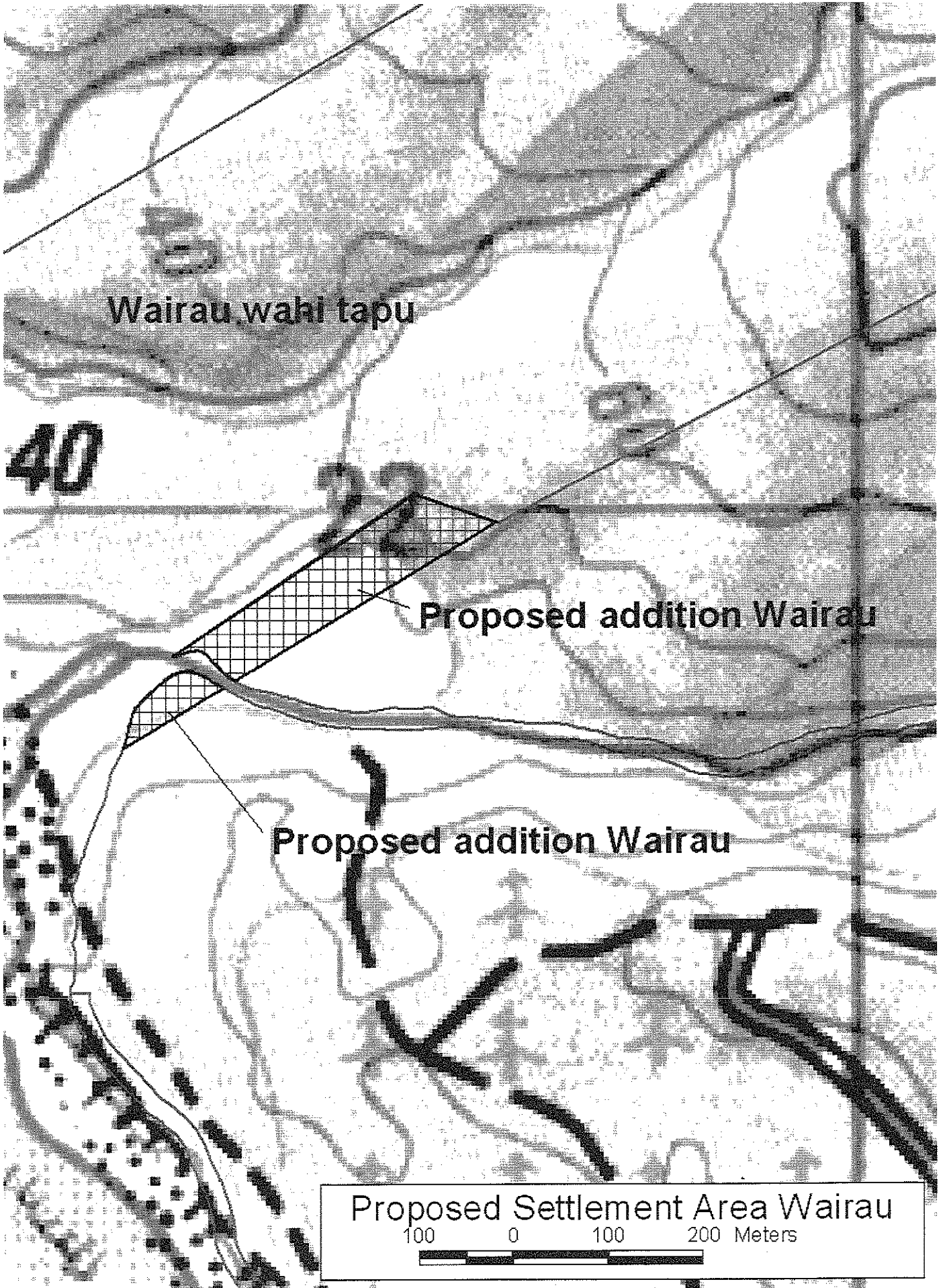
10 kilometres

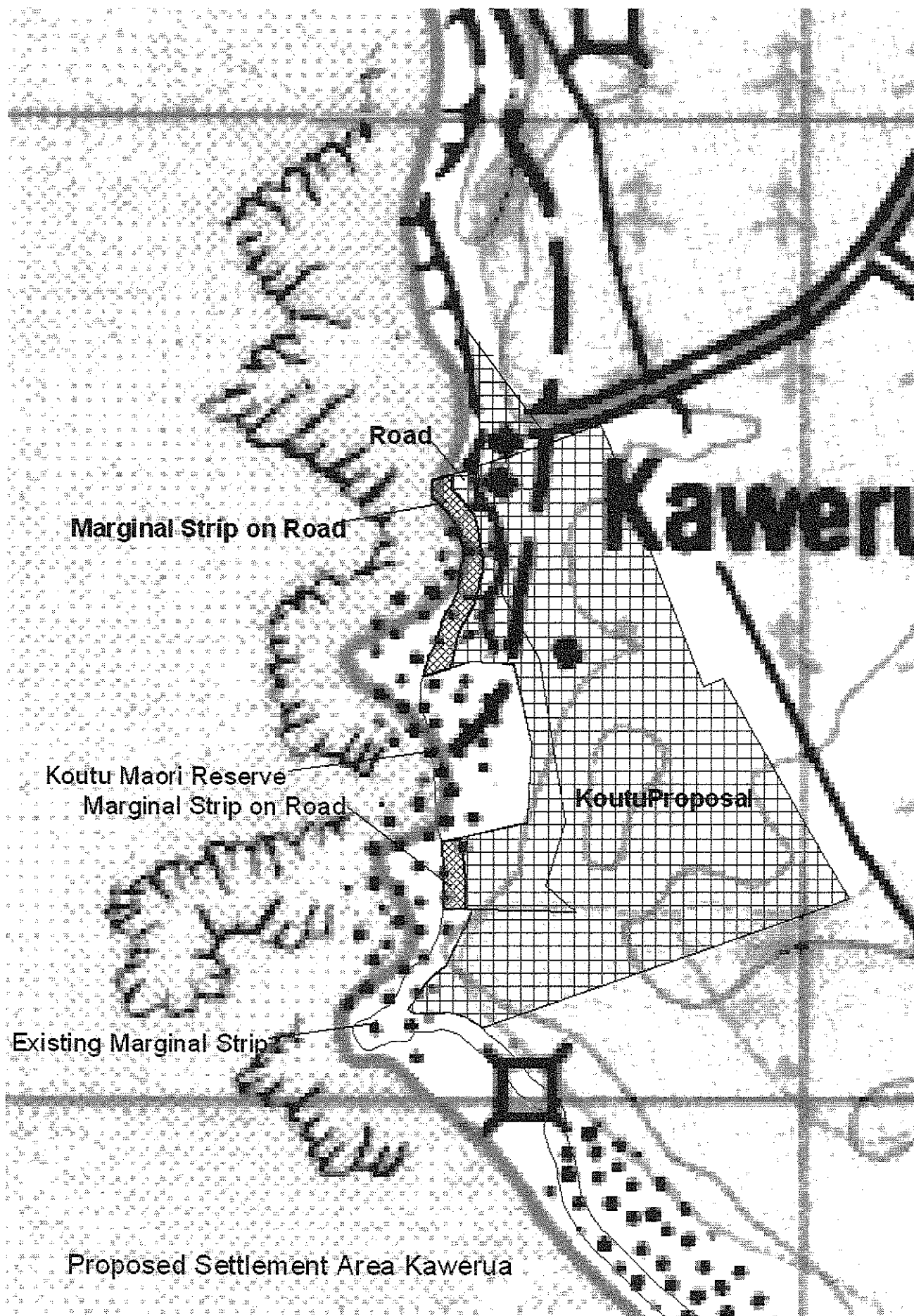
Cartography by Sinclair Knight Merz Ltd May 2003

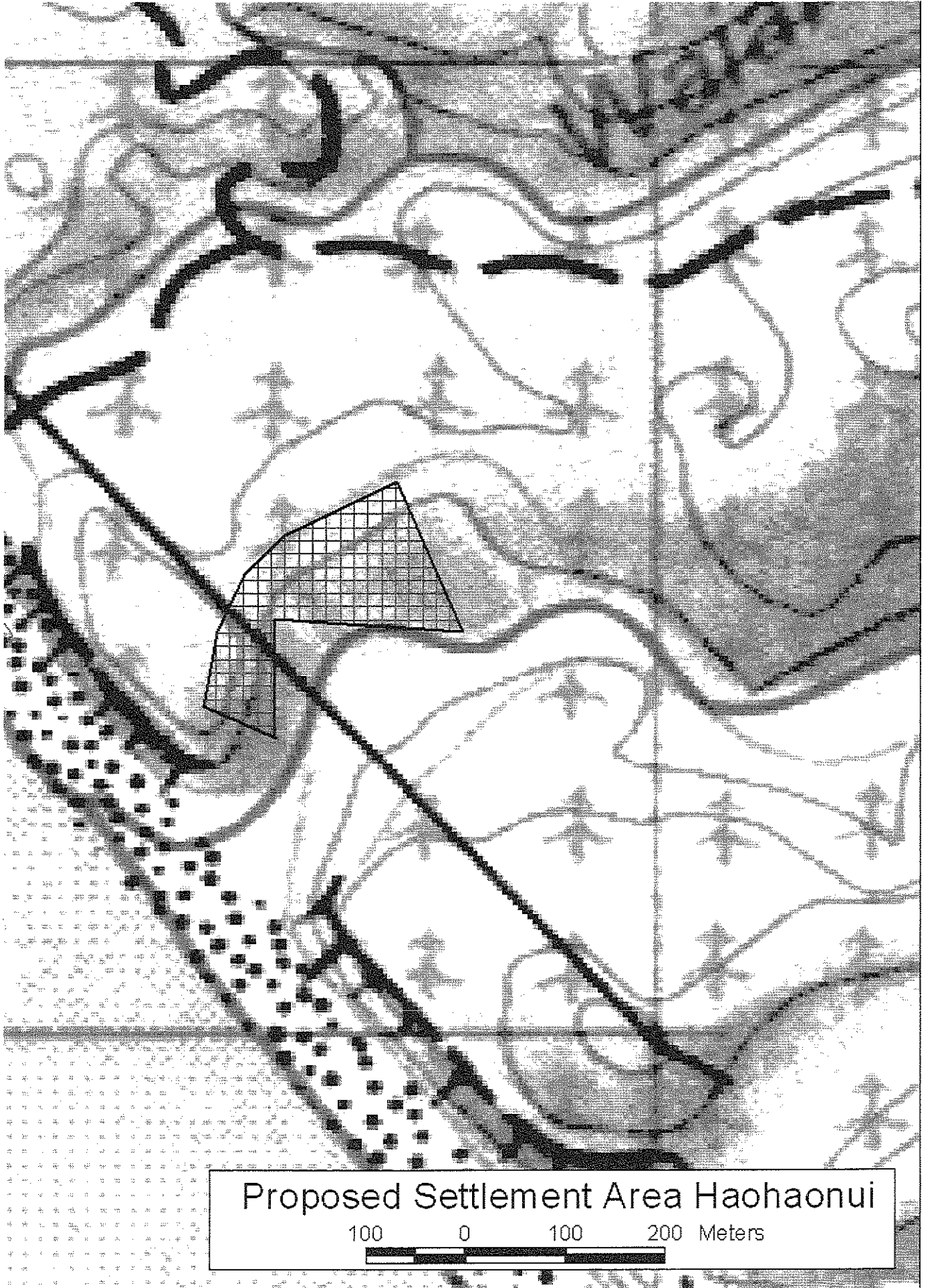


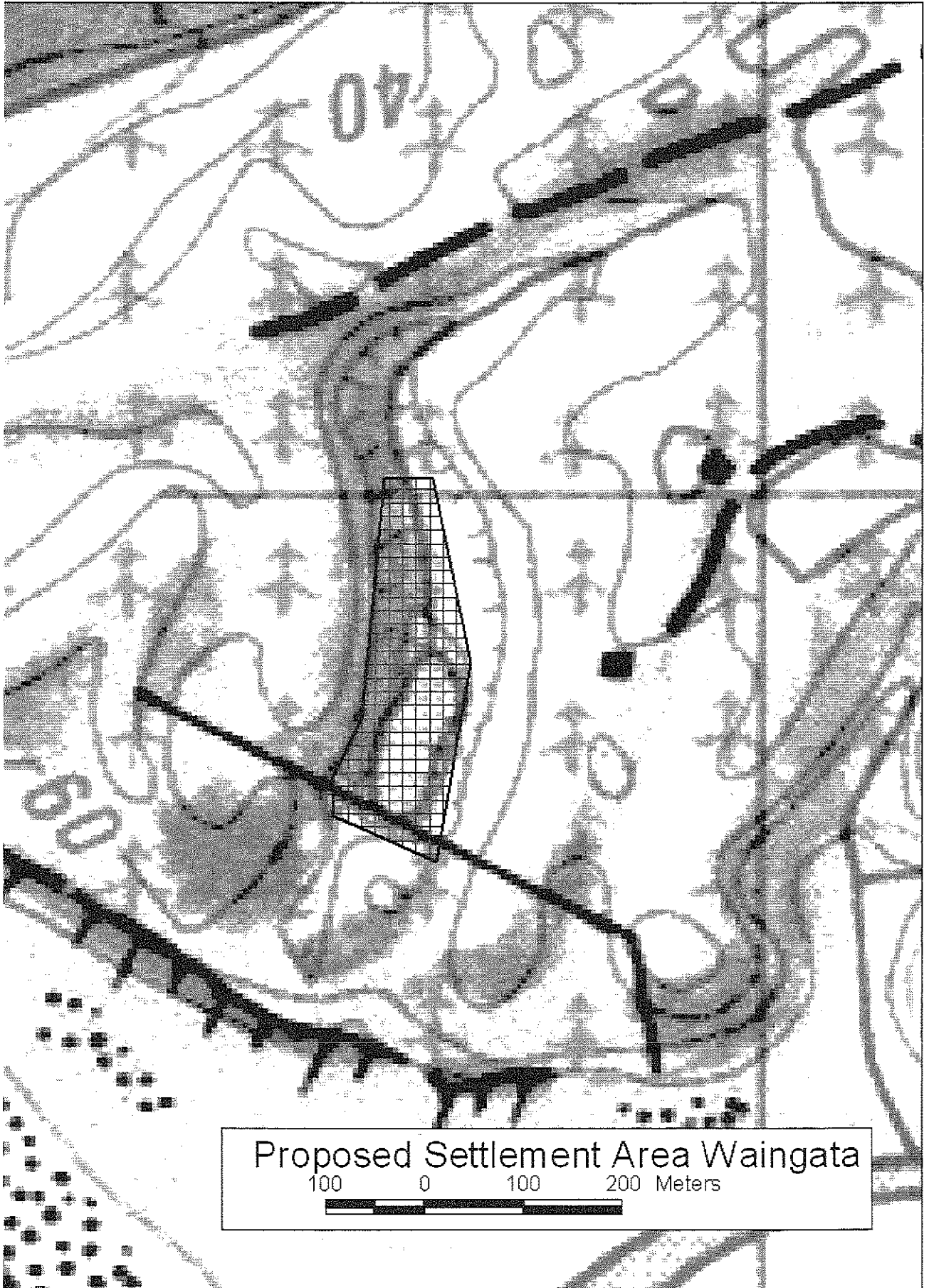
Proposed Settlement Area Wai-o-te-marama Sce. Res.

100 0 100 200 Meters



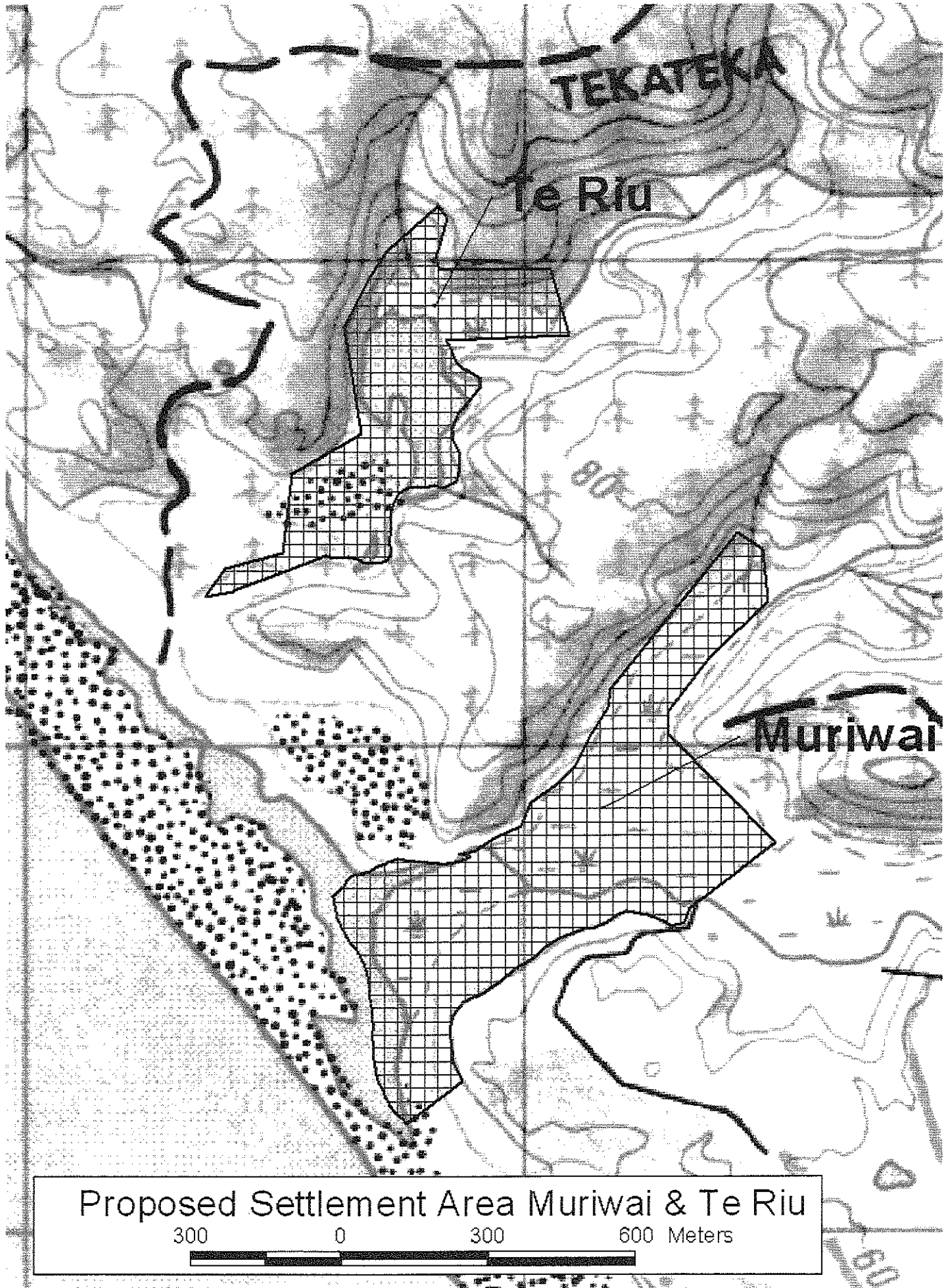


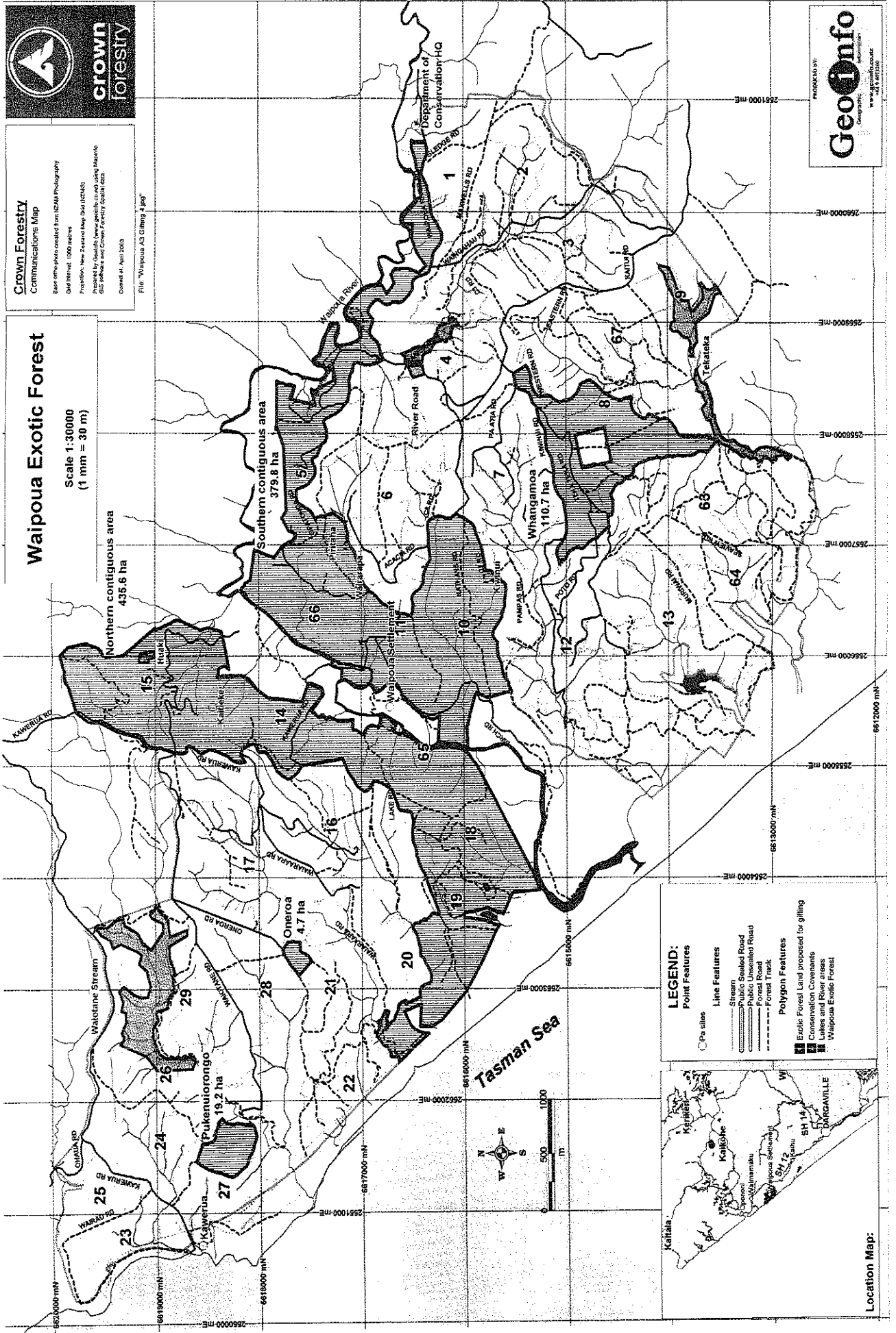




Te Riu—18.2 ha.
Muriwai—34 ha.

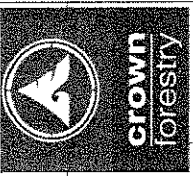
MAP 6

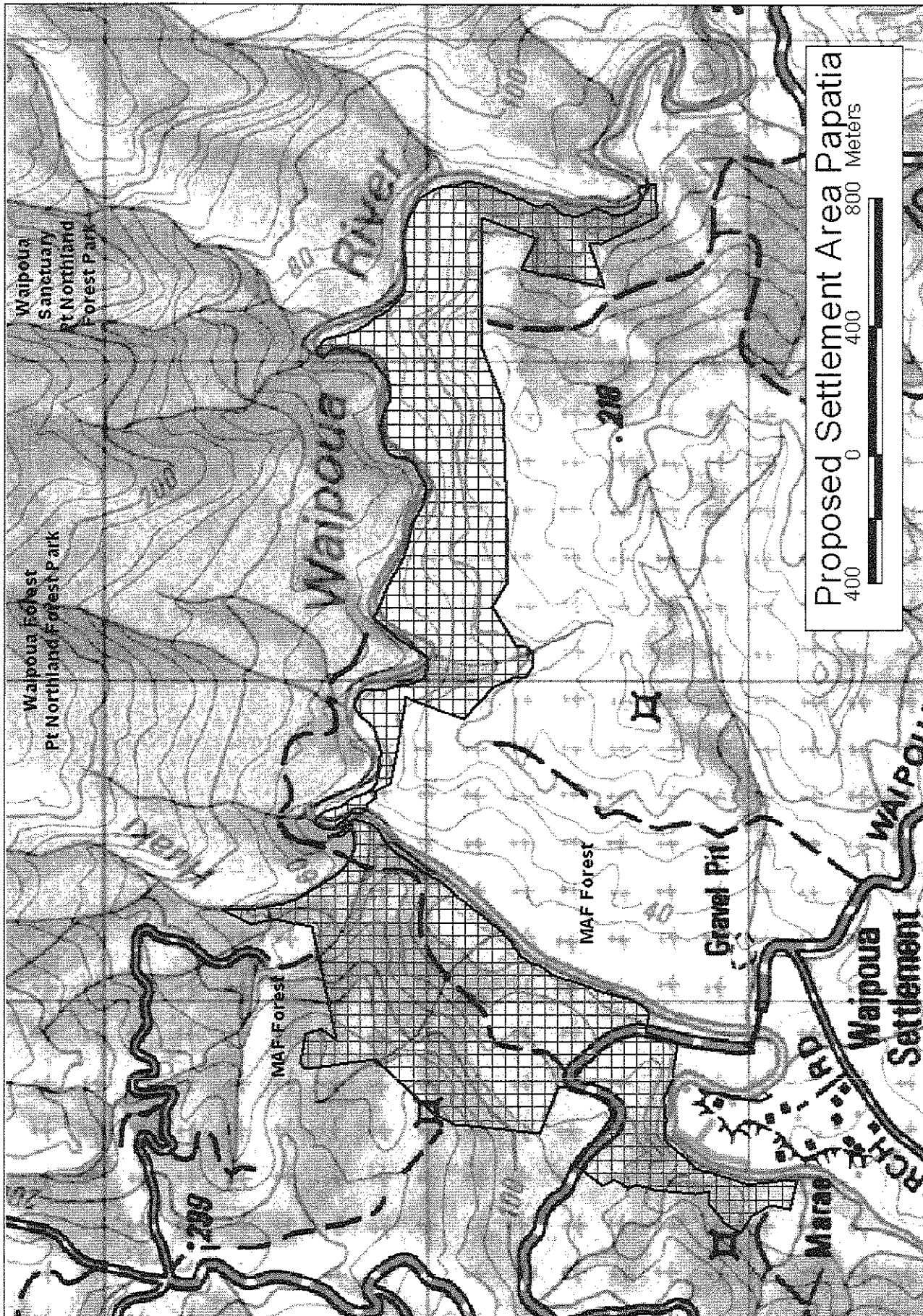


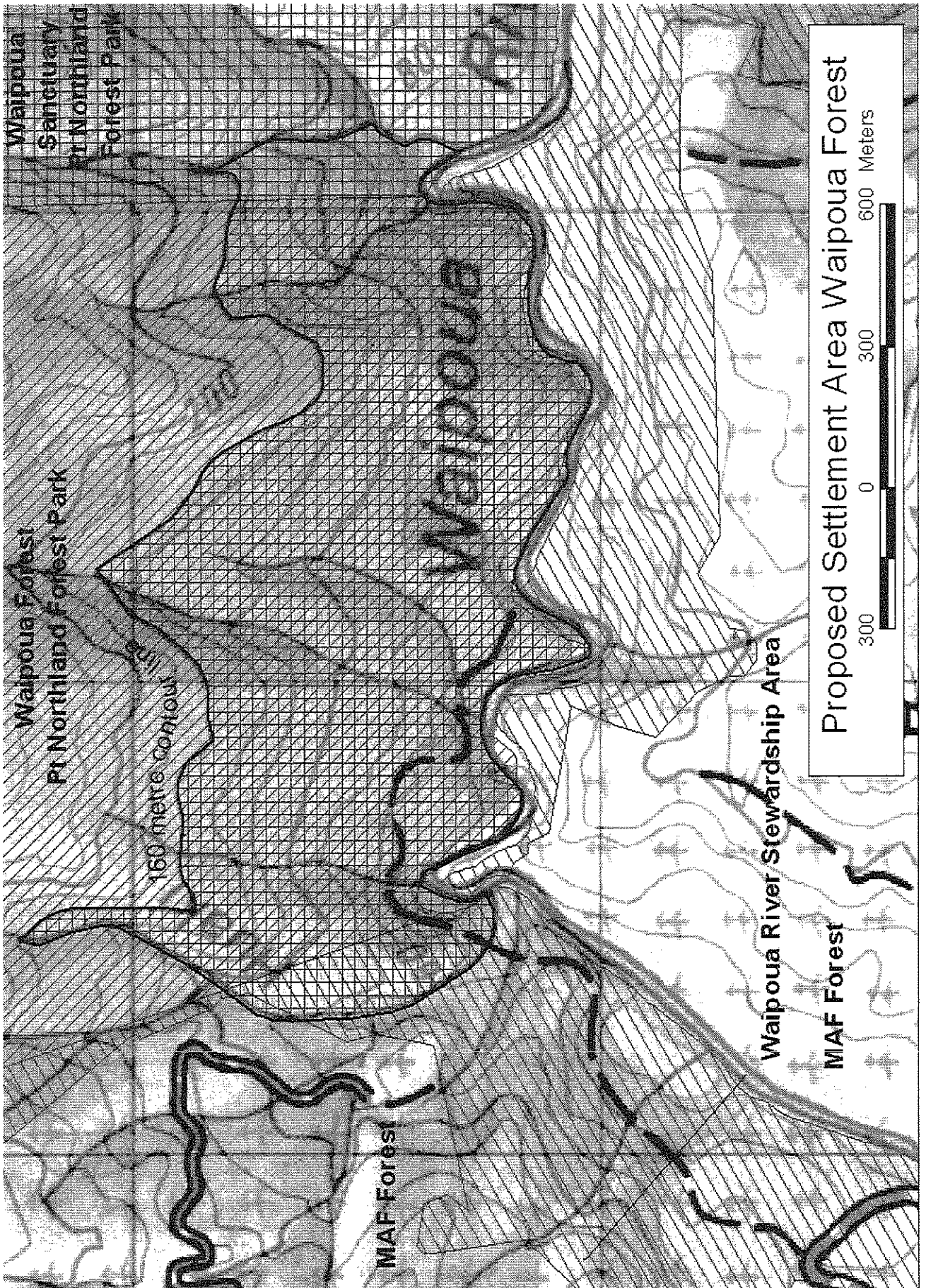


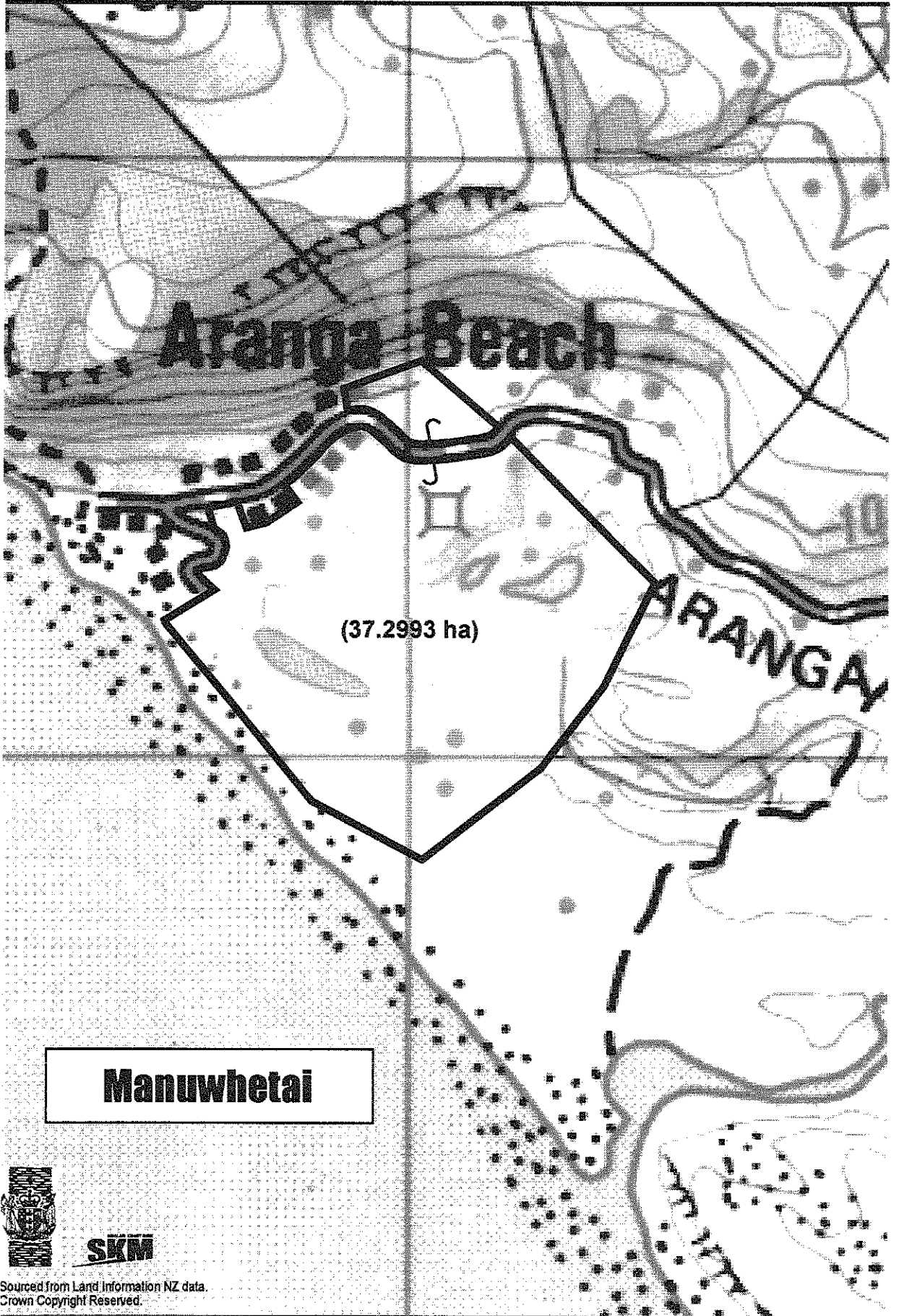
Crown Forestry Communications Map

Base aeri-photo created from NZDM Photography
Grid Interval: 1000 metres
Projection: New Zealand Map Grid (NZTM2000)
Prepared by GeoInfo (www.geoinfo.co.nz) using MicroStation GIS software and Crown Forestry Spatial data.
Corrected: 4 April 2003
File: "Waipoua_A3_Gilling_1.mxd"



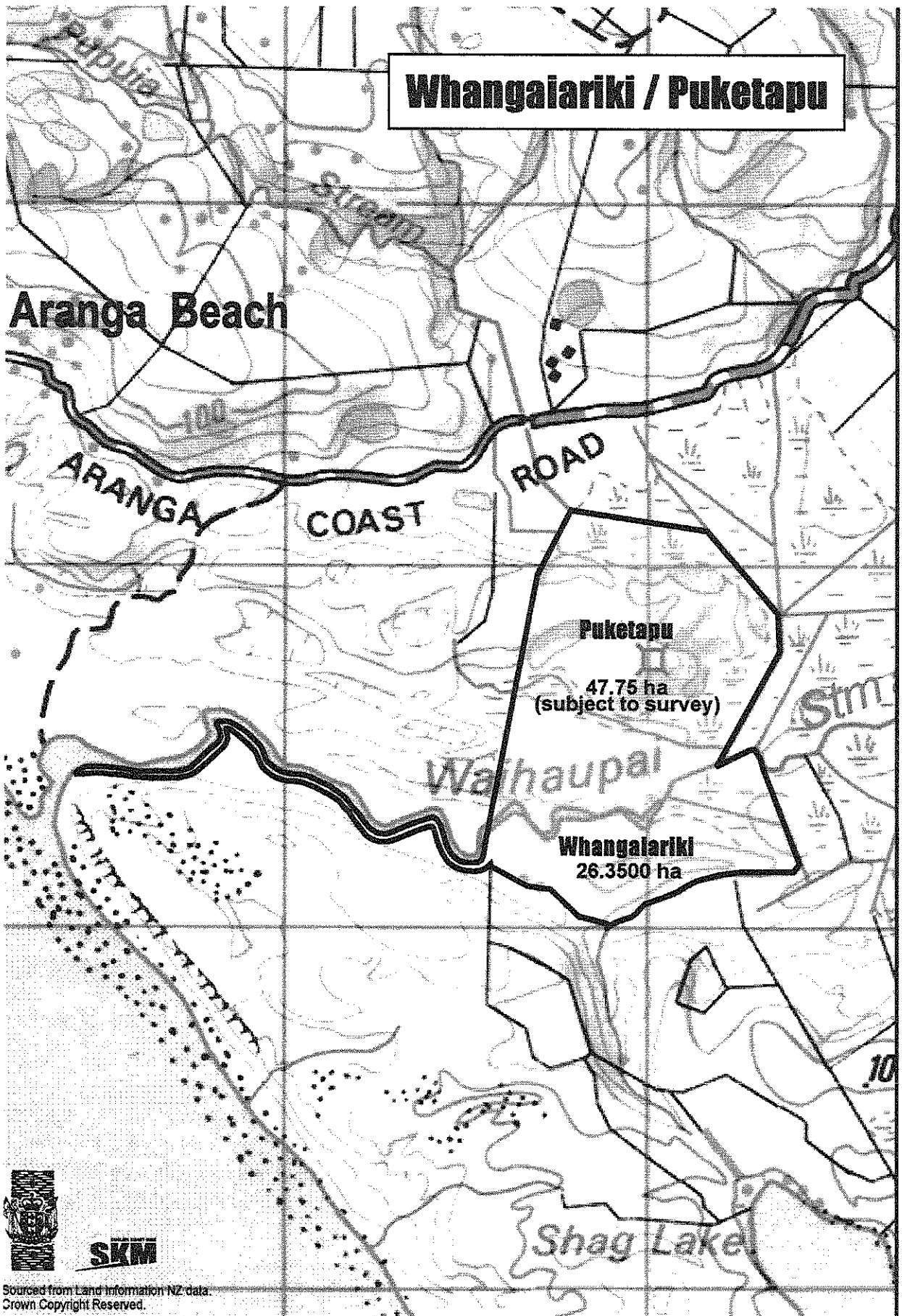




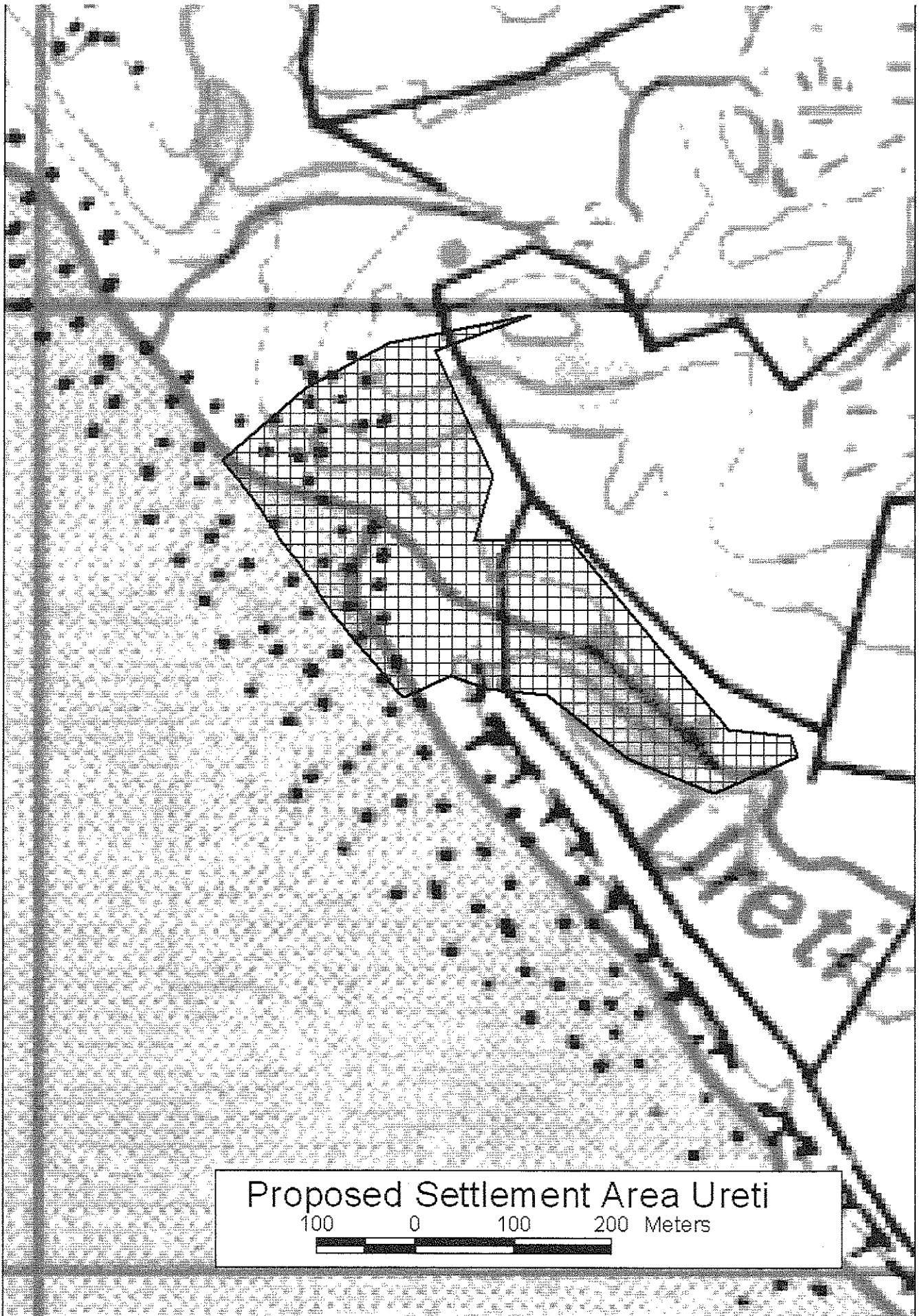


SKM

Sourced from Land Information NZ data.
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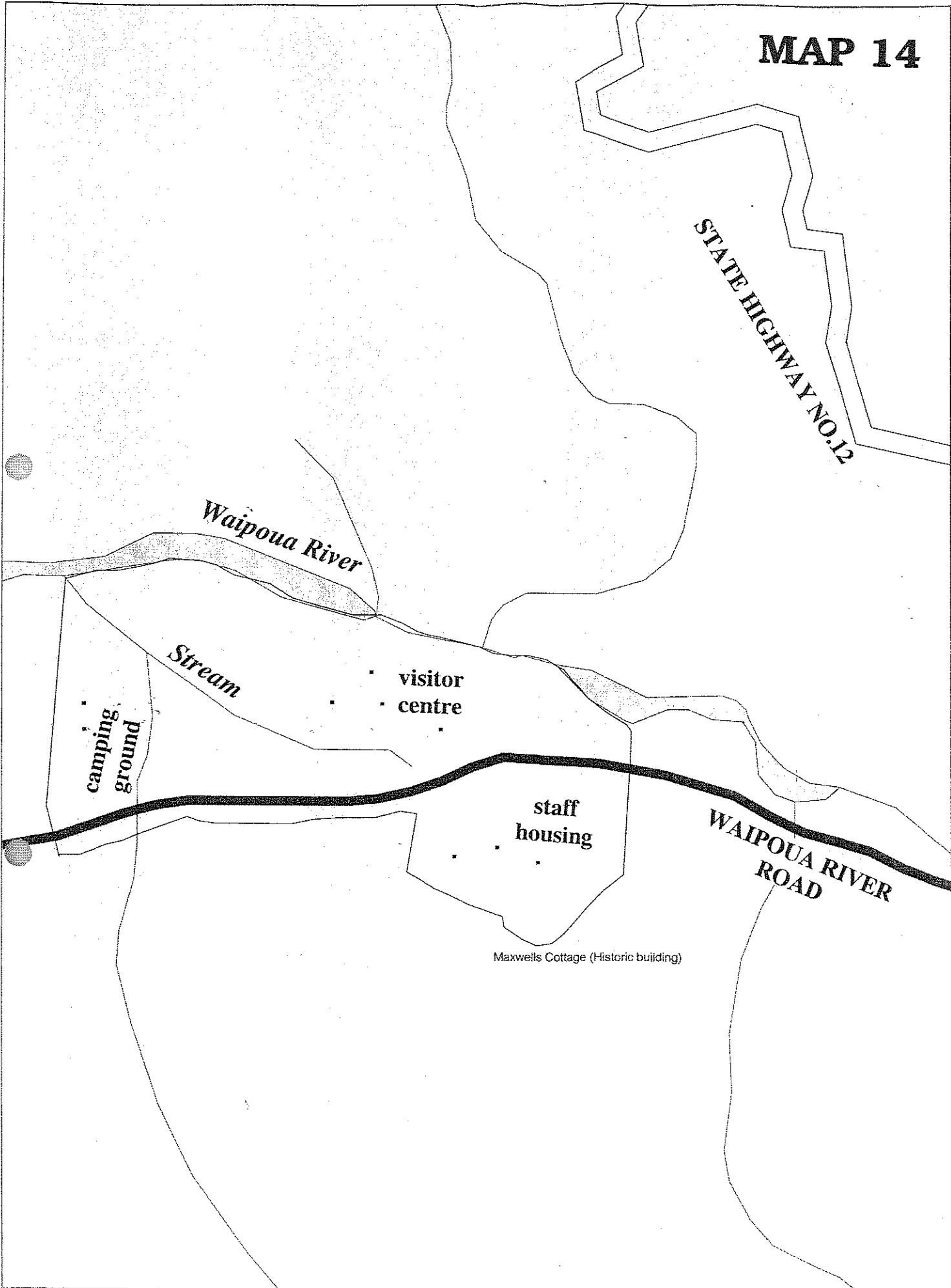


SKM



Proposed Settlement Area Ureti
100 0 100 200 Meters

MAP 14



Dept of Conservation
Area Office

Scale 1:5000

MAP 15

SECT 5
SURD Blk VI Waipoua
105.0412 ha

SECT 6
SURD Blk VI Waipoua
354.145 ha

SECT 7
SURD Blk VI Waipoua
356.76 ha

SECT 18
SURD Blk VII Waipoua
45.0718 ha

SECT 3
SURD Blk IX Waipoua
125.08 ha

SECT 4
SURD Blk IX Waipoua
81.633 ha

SECT 8
SURD Blk IX Waipoua
305.93 ha

SECT 9
SURD Blk IX Waipoua
151.16 ha

SECT 6
SURD Blk IX Waipoua
20.264 ha

SECT 7
SURD Blk IX Waipoua
166.17 ha

Pt Waipoua 2A1D

Pt Waipoua 2A1C

WAIKARA ROAD

Waipoua 2A1C

Pt SE
SURD Blk
90.10

LOT 1
DP 118137
14 ha

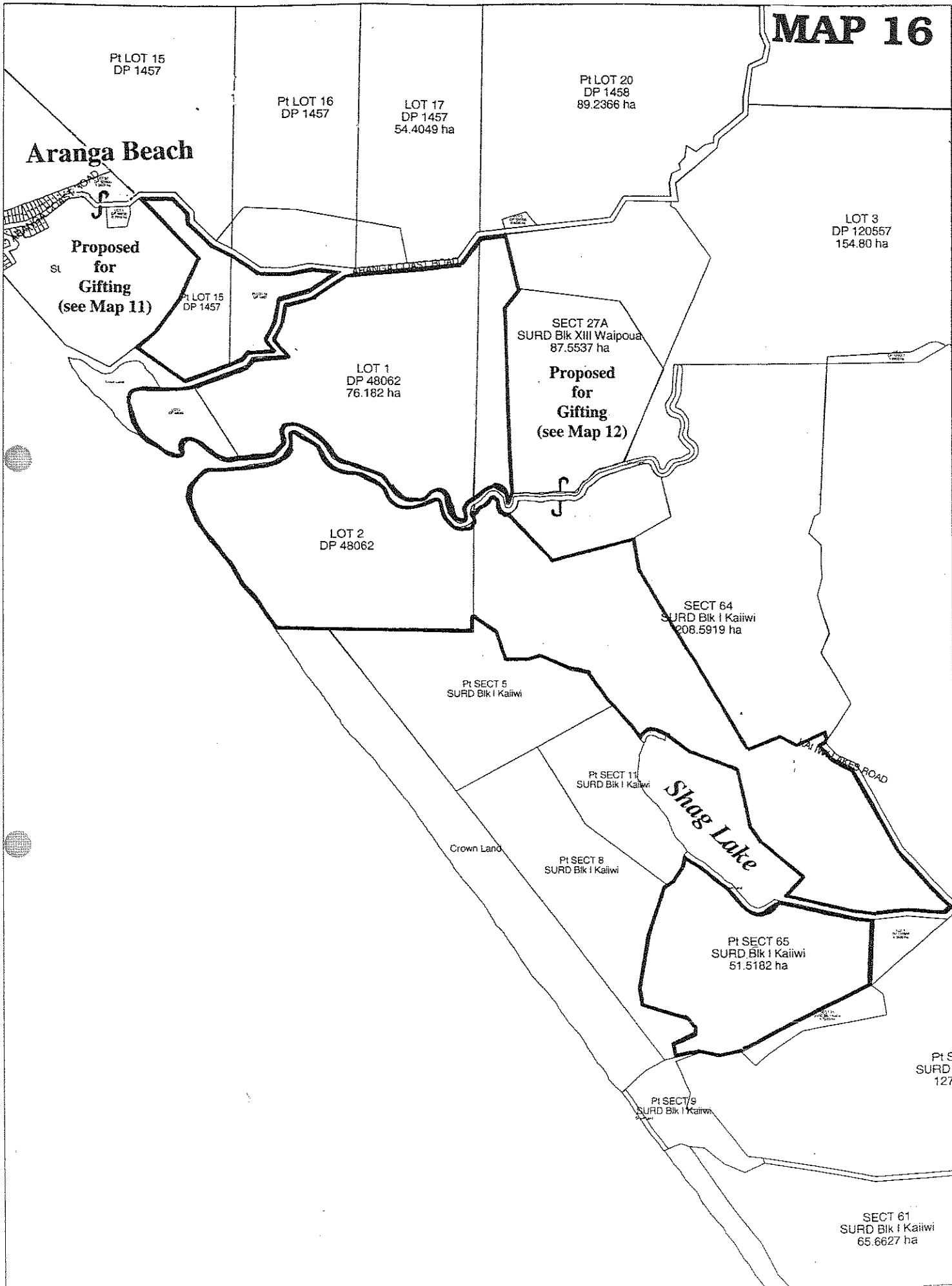
SECT 29
SURD Blk X Waipoua

A
B
C
D
E

Muriwai
Koputuaki
Paaka
Puketapu
Okowhana

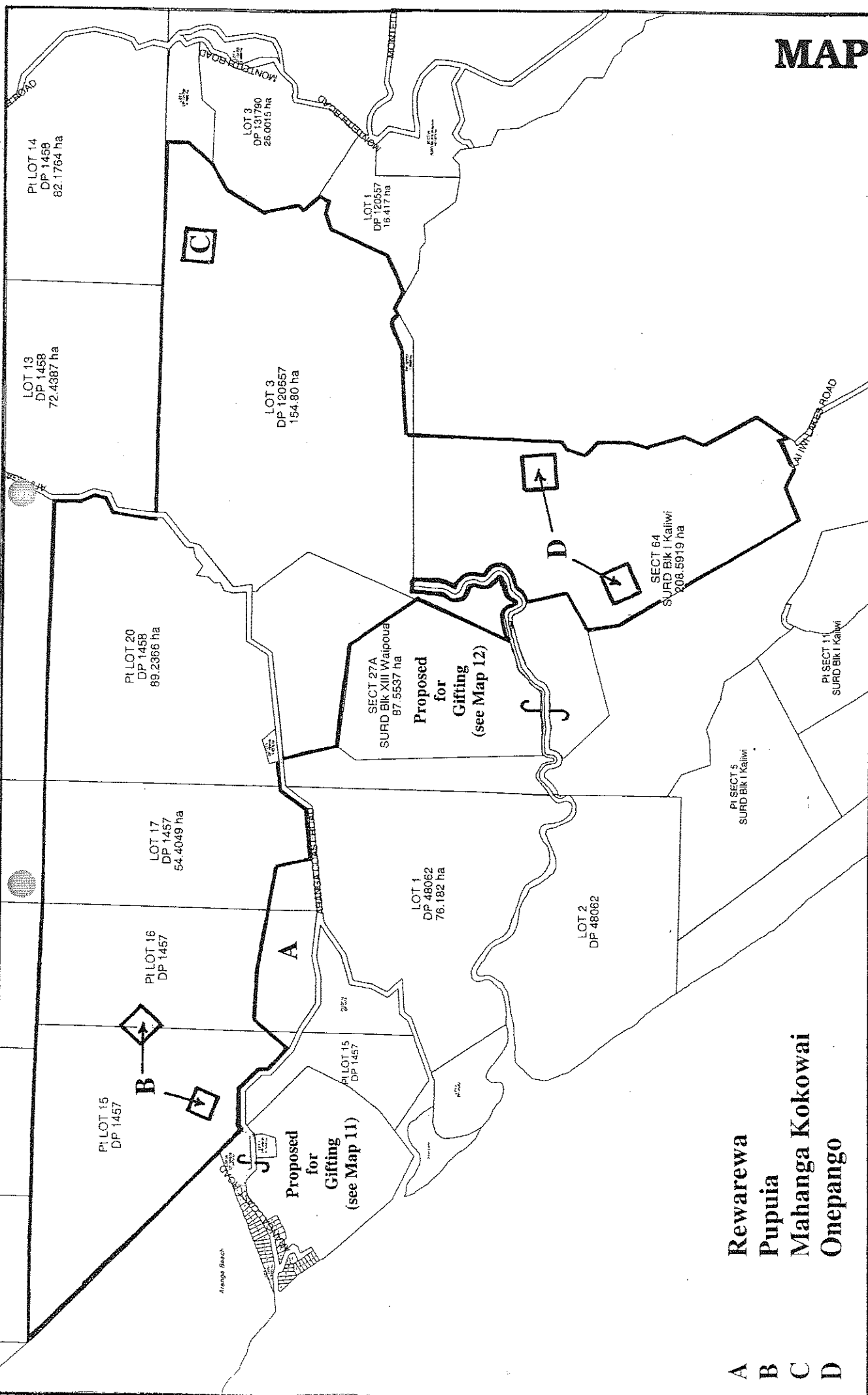
Area for Possible
Commercial Selection

MAP 16



Coastal Area for potential Selection as Commercial Pedress

MAP 17



Balance of OTS Farms at Aranga Beach

- A Rewarewa
- B Pupuia
- C Mahanga Kokowai
- D Onepango