

TARANAKI IWI TRUST

and

THE CROWN

**LETTER OF AGREEMENT
TO SETTLE
HISTORICAL CLAIMS**

22 December 2012

BACKGROUND

Mandate and terms of negotiation

1. In February 2010, Ngā uri o Taranaki (**Taranaki Iwi**), by mandating hui, gave Taranaki Iwi Trust a mandate to negotiate with the Crown a deed of settlement settling the historical claims of the settling group.
2. The Crown recognised this mandate on 26 February 2010.
3. The mandated negotiators and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 17 March 2010.

Parameters for of deed of settlement agreed

4. The mandated negotiators and the Crown have agreed, in principle, the parameters of the deed of settlement.
5. The attachments to this letter of agreement records that agreement.

Approval and signing of this letter of agreement

6. The settling group have:
 - a. approved this letter of agreement; and
 - b. authorised the Chairperson and Lead Negotiator to sign it on their behalf.

LETTER OF AGREEMENT

7. The settling group and the Crown agree:
 - a. that the parameters of the deed of settlement is to be as provided in this letter of agreement; and
 - b. to work together in good faith to develop, as soon as reasonably practicable, a deed of settlement based on this letter of agreement; and
 - c. the deed of settlement is to be signed by or on behalf of the settling group, the governance entity, and the Crown.

SIGNED on 22 December 2012

SIGNED for and on behalf of
TARANAKI IWI TRUST by

Tokatumoana Kevin Ross Walden
Chairperson, Taranaki Iwi Trust

Jamie Grant Daniel Tuuta
Lead Negotiator, Taranaki Iwi Trust

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

The Minister for Treaty of Waitangi Negotiations

Hon Christopher Finlayson

ATTACHMENT ONE

HISTORICAL ACCOUNT, CROWN ACKNOWLEDGEMENTS, AND CROWN APOLOGY

General

1. The Historical Account, Crown Acknowledgements and Apology are the cornerstone of the Crown's settlement offer. The deed of settlement will contain an agreed Historical Account that outlines the historical relationship between the Crown and Taranaki Iwi.
2. On the basis of the Historical Account, the Crown will acknowledge in the deed of settlement that certain actions or omissions of the Crown were breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown will then offer an apology to Taranaki Iwi in the deed of settlement for the acknowledged Crown breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Historical Account, Crown Acknowledgments and Apology will be developed following the signing of a letter of agreement.
3. The Historical Account will be based on the following headings:
 - Early Purchases
 - Conflict and Resistance 1860-1861
 - Resumption of Conflict 1863
 - New Zealand Settlements Act
 - Military Campaigns and Settlement
 - Confiscation
 - Compensation
 - Parihaka
 - West Coast Commissions
 - Late Purchases
 - West Coast Reserves
 - Sim Commission
 - Public Works Acquisitions
 - Natural Resources

Special Acknowledgments

4. Research will be undertaken to ascertain whether statutory pardons could be applicable to any Taranaki Iwi tupuna. Statutory pardons are granted by Parliament

rather than the Crown, but may be facilitated by the Crown. In the Treaty settlement context, statutory pardons may be granted in the interests of reconciliation and forgiveness rather than on the basis of innocence or wrongful conviction.

5. The Minister for Treaty of Waitangi Negotiations is authorised to decide whether to facilitate statutory pardons when they are requested by claimants [CAB Min (12) 30/4 refers]. If Taranaki Iwi formally request statutory pardons, Cabinet will have an opportunity to review any proposed pardon when agreement is sought to initial a deed of settlement.
6. Where in the Crown's view the threshold for a statutory pardon is not met, the Crown will explore other mechanisms to acknowledge the treatment of Taranaki Iwi tupuna.

ATTACHMENT TWO

CULTURAL AND COMMERCIAL REDRESS OVER PROPERTIES

1. Following the signing of this letter of agreement and prior to deed of settlement, Taranaki Iwi and the Crown will agree on redress over the properties listed in the remainder of this attachment.
2. Redress options that will be explored include:
 - a. Offer of purchase;
 - b. Vesting;
 - c. Sale and Lease back;
 - d. Deferred Selection;
 - e. Right of First Refusal;
 - f. Statutory Acknowledgment;
 - g. Deed of Recognition; and
 - h. Overlay Classification.
3. Redress over these properties will be subject to consultation and approval by the following agencies:
 - a. Department of Conservation;
 - b. Ministry of Education;
 - c. New Zealand Police; and
 - d. Land Information New Zealand.
4. Redress over any Council owned or administered land will be subject to consultation and approval by:
 - a. Taranaki Regional Council;
 - b. South Taranaki District Council; and
 - c. New Plymouth District Council.

Redress Properties – Potential Cultural and Commercial

5. The deed of settlement is to provide that the Crown must transfer to the Governance Entity on the settlement date those of the properties that the parties agree are to be commercial or cultural redress properties. The offer of these properties will be subject to negotiations following the signing of this letter of agreement.
6. The deed of settlement will include a property agreement which specifies those confirmed and agreed properties to be transferred or vested in Taranaki Iwi as cultural or commercial redress or offered as a deferred selection property.
7. Any property not confirmed for use as cultural redress, commercial redress or potential deferred selection will be subject to a right of first refusal by Taranaki Iwi.

Site Name	Land Holding Agency	Land Area (ha)	Site Address
Omata Stockade Historic Reserve	DOC	0.4799	321 South Road, New Plymouth
Te Koru Pā Historic Reserve	DOC	2.6959	361 Surrey Hill Hill Road, Oākura
Tataraimaka Pā Historic Reserve	DOC	0.8380	467 Lower Pitone Road, Okato
Tapuinikau Pā Historic Reserve	DOC	3.5049	242 Warea Road, Warea
Patua Scenic Reserve	DOC	1.6061	South Road, Tataraimaka
Blue Rata Scenic Reserve	DOC	32.7796	134 Saunders Road, Okato
Taungatara Scenic Reserve	DOC	9.7444	Waiteika Road, Opunake
South Road Conservation Area	DOC	0.3025	South Road, Oākura
Cape Egmont Conservation Area	DOC	6.6163	Cape Road, Pungarehu
Ihaia Conservation Area	DOC	2.5622	Ihaia Road, Opunake
Opunake Conservation Area	DOC	0.1067	9 Aytoun Street, Opunake
Mangahume Stream Conservation Area	DOC	0.0025	Mangahume Stream, Opunake
Waiaua Conservation Area	DOC	5.008	Layard Street, Opunake
Cape Recreation Reserve	DOC	6.2340	Cape Road, Pungarehu
Oaonui Recreation Reserve	DOC	16.5554	Tai Road, Oaonui
Sutton Road Foreshore Local Purpose Reserve	DOC	0.6070	Sutton Road, Okato
Newall Road Gravel Local Purpose Reserve	DOC	0.4047	Upper Newall Road, Newall
Kāhui Gravel Local Purpose Reserve	DOC	0.8094	Upper Kāhui Road, Rahotū
Okahu Stream Māori Local Purpose Reserve	DOC	0.4047	Rahotū Road, Rahotū
Manihi Road Māori Local Purpose Reserve	DOC	0.0142	Manihi Road, Rahotū
Arawhata Local Purpose Reserve	DOC	0.7879	Arawhata Road, Opunake
Heimama Stream Gravel Local Purpose Reserve	DOC	0.2351	Heimama Stream, Opunake
Omata School	MOE	2.7027	1 Holloway Road, Omata

Oākura School	MOE	2.6530	16 Donnelly Street, Oākura
Rahotū School	MOE	22.8650	5825 South Road, Rahotū
Opunake School	MOE	3.0422	Gisborne Terrace, Opunake
Residential	OTS	0.0857	35 Carthew Street, Okato
Residential	OTS	0.0771	26 Gossling Street, Okato
Residential	OTS	0.0701	17 Old South Road, Okato
Residential	OTS	1.2318	6291 South Road, SH 45 Pungarehu
Residential	OTS	0.1209	53 Gregory Road, Rahotū
Residential	OTS	0.1012	2701 Eltham Road, Te Kiri
Residential	OTS	0.1012	165 Tasman Street, Opunake
Residential	OTS	0.1733	23 Tennyson Street, Opunake
Residential	OTS	0.1733	21 Tennyson Street, Opunake
Residential	OTS	0.1341	9 Clouston Place, Opunake
Residential	OTS	0.0660	123 Tasman Street, Opunake
Residential	OTS	0.0665	33 Brennan Place, Opunake
Residential	OTS	0.0680	5 Tennyson Street, Opunake
Former Warea School	OTS	1.6187	6773-6779 South Road, Warea
Former Newall School	OTS	3.1619	4 Upper Newall Road, Newall
Former Pungarehu School	OTS	0.8200	5 Cape Road, Pungarehu
Former Okato Primary School	OTS	3.5075	2333 South Road, Okato
Medical Centre	OTS	0.0809	11 Old South Road, Okato
Medical Centre	OTS	0.0506	16 Havelock Street, Opunake
Wiremu Road Station	OTS	530.9794	59 Arawhata Road, Opunake
Former Opunake Rubbish Dump	OTS	4.8913	Whitcombe Road, Refuse Tip, Opunake
Former Opunake Courthouse	OTS	0.1012	104 Tasman Street, Opunake
Office/Admin Building	OTS	0.1021	44 Domett Street, Opunake

Redress Properties – Potential Cultural and Commercial, Subject to Crown Confirmation of Availability

8. The deed of settlement is to provide that the Crown must transfer to the Governance Entity on the settlement date those of the properties that the parties agree are to be commercial or cultural redress or deferred selection properties. Transfer of properties is subject to confirmation by the Crown of the availability of each property for settlement and negotiations following the signing of this letter of agreement.

Site Name	Land Holding Agency	Land Area (ha)	Site Address
St Georges Redoubt Historic Reserve	DOC	0.5785	Lower Pitone Road, Okato
William Corbett Scenic Reserve	DOC	2.3363	51 Old South Road, Okato
D.I.Corbett Scenic Reserve	DOC	1.2457	118 Oxford Road, Okato
Corbett Lake Scenic Reserve	DOC	4.1800	181 Saunders Road, Okato
Maitahi Scientific Reserve	DOC	0.7440	465 A Perth Road, Okato
Sutton Road Marginal Strip	DOC	2.4913	Sutton Road, Okato
Oākura Marginal Strip	DOC	6.0609	South Road, Oākura
Okato Coast Marginal Strip	DOC	11.4127	Hampton Road, Okato
Waiweranui Stream Marginal Strip	DOC	8.0684	Waiweranui Stream, Warea
Cape Egmont Marginal Strip	DOC	15.1297	393-397 Tipoka Road, Rahotū
Pungarehu Marginal Strip	DOC	0.0445	Domain Road, Pungarehu
Otahi Stream Marginal Strip	DOC	1.4290	Otahi Stream, Opunake
Otahi Stream No 2 Marginal Strip	DOC	0.5438	Otahi Stream, Opunake
Waiaua River Marginal Strip	DOC	Unknown	Waiaua Stream, Opunake
Opunake Marginal Strip	DOC	2.1524	Bowen Crescent, Opunake
Waiteika Stream Marginal Strip	DOC	Unknown	Waiteika Stream, Opunake
Ian Allan Scenic Reserve	DOC	3.4445	985 Frankley Road, New Plymouth
South Road Gravel Local Purpose Reserve	DOC	0.3718	South Road, Opunake
Tapuae Stream Marginal Strip	DOC	1.2140	Tapuae Stream, Oākura

Taungatara Stream Marginal Strip	DOC	Unknown	Taungatara Stream, Te Kiri
Ouri Stream Marginal Strip	DOC	0.3237	Ouri Stream, Pihama
Ratapihipihi Scenic Reserve	DOC	22.5219	198 Cowling Road, New Plymouth
Part old Waiaua River Bed	LINZ	0.0512	Ayton Street, Opunake
Former Railway Land	LINZ	0.0046	Young Road, Opunake
Former Railway Land	LINZ	0.1222	Young Road, Opunake
Former Railway Land	LINZ	1.0142	Young Road, Opunake
Former Railway Land	LINZ	0.0101	Waiteika Road, Opunake
Former Railway Land	LINZ	0.0051	Young Road, Opunake
Former Railway Land	LINZ	0.5741	Waiteika Road, Opunake
Former Railway Land	LINZ	2.5293	Waiteika Road, Opunake
Unknown	LINZ	0.0410	South Road, Oākura
Closed Road	LINZ	0.6411	Off Dawson Road & Upper Opourapa Road, Opunake
Former Railway Land	LINZ	0.1859	Pātiki Road, Opunake
Unknown	LINZ	1.8236	Watino Road, Opunake
Unknown	LINZ	0.9864	Watino Road, Opunake
Unknown	LINZ	1.4240	near 428 Pātiki Road, Opunake
Better Utilisation	NZTA	0.0048	Unknown
Road Reserve	NZTA	0.0201	Unknown
Road Reserve	NZTA	0.0820	Unknown
Road Reserve	NZTA	0.0700	Unknown
Former Te Kiri School	OTS	2.8290	2709 Eltham Road, Te Kiri
Former Pihama School	OTS	2.0542	3242-3246 South Road, Pihama

Redress Properties – Subject to Local Authority Approval

9. The Crown will offer the Crown owned, Council administered properties listed in the schedule below as either cultural redress, commercial redress or potential deferred selection properties, subject to approval of the relevant local authority and negotiations following the signing of this letter of agreement.

Site Name	Land Holding Agency	Land Area (ha)	Site Address
Okato Recreation Reserve	DOC	2.5085	7195 Upper Kaihihi Road, Okato
Omata Cemetery Local Purpose Reserve	DOC	1.0117	91 Waireka Road West, Omata
Okato Cemetery Local Purpose Reserve	DOC	0.8094	2327 South Road, Okato
Warea Cemetery Local Purpose Reserve	DOC	2.0234	South Road, Warea
Rahotū Public Cemetery Local Purpose Reserve	DOC	3.3361	46 Rahotū Road
Upper Mangorei Domain Recreation Reserve	DOC	1.2141	1282 Mangorei Road, New Plymouth
Pihama Cemetery Local Purpose Reserve	DOC	4.0468	85 Puketapu Road, Pihama

Other Crown Properties

10. Several Crown agencies hold properties not listed in the above tables. Taranaki Iwi seeks to meet with agencies following the signing of this letter of agreement, to discuss their settlement aspirations over properties held by these agencies, which include:
- a. Housing Corporation New Zealand
 - b. New Zealand Fire Service
 - c. Ministry of Education and
 - d. Land Information New Zealand
 - e. Historic Places Trust; and
 - f. Maritime New Zealand.

Ngā Motu/Sugar Loaf Islands to be jointly vested in Taranaki Iwi and Te Ātiawa

11. The Crown agrees to jointly vest land within the Sugar Loaf Islands (Ngā Motu) Marine Protected Area in Taranaki Iwi and Te Ātiawa, subject to:
- a a conservation covenant to maintain conservation values and continued public access;
 - b Sugar Loaf Islands Marine Protected Area Act 1991 provisions and the Department of Conservation's management regime being retained in full;
 - c Taranaki Regional Council and New Plymouth District Council agreement pending outcomes of public consultation;
 - d the future plans of Port Taranaki not being prejudiced in any way; and
 - e confirmation of land titles to be vested.
12. Following the signing of this letter of agreement, Taranaki Iwi and Te Ātiawa seek to discuss and understand the scope of the future plans of Port Taranaki with the Taranaki Regional Council.

Exclusive Right of First Refusal

13. The Settlement documentation is to provide that:

- a. the governance entity has a right of first refusal (RFR) in relation to a disposal by the Crown of any land held by a Crown agency that the parties agree is to be subject to an RFR if, on the settlement date, it is owned by the Crown; and
- b. the RFR will apply for 172 years from the settlement date.

Shared Right of First Refusal

14. Following the signing of this letter of agreement, the parties:
 - a. with Ngāruahine, will explore a RFR in relation to properties or land within the area of overlapping interests between Taranaki Iwi and Ngāruahine; and
 - b. with Te Ātiawa, will explore a RFR in relation to properties or land within the area of overlapping interests between Taranaki Iwi and Te Ātiawa.

Conditions for Commercial and Cultural Redress Properties

15. The vesting of the commercial and cultural redress properties is subject to (where relevant):
 - a. further identification and survey of sites;
 - b. confirmation that no prior offer back or other third party right, such as those under the Public Works Act 1981, exists in relation to the site and that any other statutory provisions that must be complied with before the site can be transferred are complied with;
 - 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 as requiring to be created;
 - d. the rights or obligations at the Settlement Date of third parties in relation to fixtures, structures or improvements;
 - e. Part 4A of the Conservation Act 1987 and the creation of marginal strips except as expressly provided;
 - f. sections 10 and 11 of the Crown Minerals Act 1991;
 - g. any other specific provisions relating to the cultural redress properties that are included in the letter of agreement and/or deed of settlement; and
 - h. the Crown confirming the nature and extent of overlapping interests to the sites, and that those interests have been addressed to the satisfaction of the Crown.
16. Unless otherwise specified, the Governance Entity will be responsible for the maintenance of the cultural redress properties, including any future pest control (including flora and fauna), fencing, interpretation material, required bio security responses, and removal of refuse if required, and the preparation of reserve management plans under the Reserves Act 1977 (section 41) on the land transferred with a reserve status.
17. Unless otherwise specified, the Governance Entity will also be responsible for any rates that become payable after transfer of the cultural redress properties to the Governance Entity.
18. Following the signing of this letter of agreement, the Crown will prepare disclosure information in relation to each site, and will provide such information to Taranaki Iwi, including any related management costs. If any sites are unavailable for transfer for any of the reasons given in paragraph 15 above, the Crown has no obligation to substitute such sites with other sites.

Statutory Acknowledgements

19. The deed of settlement and the settlement legislation will provide for statutory acknowledgments to be made in relation to sites to be negotiated between Taranaki Iwi and the Crown prior to deed of settlement.
20. Statutory acknowledgements provide for the Crown to acknowledge in the settlement legislation a statement by Taranaki Iwi of their cultural, spiritual, historical and traditional association with a particular area. They further provide for:
 - a. relevant consent authorities, the New Zealand Historic Places Trust and the Environment Court to have regard to the statutory acknowledgments for certain purposes;
 - b. relevant consent authorities to forward to the Governance Entity summaries of resource consent applications for activities within, adjacent to, or impacting directly on, the area in relation to which a statutory acknowledgment has been made; and
 - c. the Governance Entity and any member of Taranaki Iwi to cite to consent authorities, the New Zealand Historic Places Trust and the Environment Court the statutory acknowledgment as evidence of the association of Taranaki Iwi with the area in relation to which the statutory acknowledgement has been made.
21. The statutory acknowledgment provided to the Governance Entity will, in substance, be provided on similar terms to those provided in previous Treaty settlements. In particular, the statutory acknowledgements:
 - a. will not affect the lawful rights or interests of a person who is not a party to the deed of settlement;
 - b. in relation to waterways, will not include:
 - i. a part of the bed of the waterway that is not owned by the Crown; or
 - ii. land that the waters of the waterway do not cover at its fullest flow without overlapping its banks; or
 - iii. an artificial watercourse; or
 - iv. a tributary flowing into the waterway; and
 - c. will not prevent the Crown from providing a statutory acknowledgment to persons other than Taranaki Iwi or the Governance Entity with respect to the same area.

Deeds of Recognition

22. The deed of settlement and the settlement legislation will provide for the Crown and the Governance Entity to enter into a deed of recognition over specified and discrete areas to be negotiated between Taranaki Iwi and the Crown prior to deed of settlement.
23. 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 Taranaki Iwi will, in substance, be provided on similar terms to those provided in previous Treaty settlements.
24. A deed of recognition with the Governance Entity will not prevent the Crown from entering into a deed of recognition with persons other than Taranaki Iwi or the Governance Entity with respect to the same area.

Overlay classification

25. The Deed of Settlement and settlement legislation will declare the sites agreed to by Taranaki Iwi and the Crown as subject to an overlay classification and will provide the Crown's acknowledgment of Taranaki Iwi's statement of values in relation to the site/s.
26. The overlay classification will require the New Zealand Conservation Authority and relevant conservation boards to have particular regard to the statement of Taranaki Iwi's values and the protection principles agreed by the parties when considering general policy.
27. The New Zealand Conservation Authority will be required, before approving a conservation document in relation to the site, to consult with the Governance Entity and have particular regard to its views as to the effect of the document on Taranaki Iwi's values and the protection principles, and require the Director-General of Conservation to take action in relation to the protection principles.

Potential sale and leaseback properties

28. Sale and leaseback of Ministry of Education sites will be subject to standard Ministry of Education policies regarding sale and leasebacks and operational considerations, if relevant. This includes that:
 - a Sale and leasebacks are for land only and are subject to an agreed registrable ground lease for the property with ownership of the improvements remaining unaffected by the transfer;
 - b Availability of sale and leaseback of Ministry of Education sites is subject to the transfer value (for commercial redress properties) and to the lease (for both commercial redress and deferred selection properties) being agreed 1 month prior to initialling of the deed of settlement.
 - c A leaseback property will cease to be a sale and leaseback property if before the settlement date (in respect of commercial redress properties) or before receipt of an election notice (in respect of deferred selection properties) the Ministry of Education notifies that the site has become surplus to requirements.

ATTACHMENT THREE

OTHER CULTURAL REDRESS

General

1. This offer includes instruments that are designed to recognise the historical, traditional, spiritual and cultural associations of Taranaki Iwi.
2. All items of cultural redress are subject to the following being resolved before a deed of settlement is signed:
 - a. Cabinet approval of the redress;
 - b. the Crown confirming that any overlapping claim issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and
 - c. any other conditions set out below relating to specific items of cultural redress.
3. Unless otherwise specified, the value of the cultural redress is not off-set against the settlement quantum.

Parihaka

4. Taking into account:
 - a. the historical significance of the Crown's actions at Parihaka, and the ongoing legacy that has resulted from these actions;
 - b. the national and regional significance of Parihaka, and the importance of the Parihaka story to the cultural and historical identity of the Taranaki region and the history of New Zealand;
 - c. the importance of providing redress which reflects the significance of Parihaka and acknowledges the extent of the Crown's actions in respect of Parihaka, including raupatu and subsequent land losses; and
 - d. the role of Taranaki Iwi in delivering that redress:
5. The Crown agrees to provide:
 - a. an historical account, including a Crown apology and acknowledgments which outline the grievances and reflects the significance of the Crown's actions in respect of Parihaka; and
 - b. cultural redress to recognise the significance of the grievances at Parihaka and the ongoing legacy as a result of these grievances, including raupatu and subsequent land losses.

Ngā Mounga

6. Taking into account:
 - a. the special whakapapa relationship of Taranaki Iwi to Mounga Taranaki, including the Pouākai and Kaitake ranges (**Ngā Mounga**);
 - b. the importance of Ngā Mounga to the cultural and historical identity of Taranaki Iwi, the Taranaki region and New Zealand;
 - c. the historical significance of the Crown's actions in respect of Ngā Mounga, and the ongoing legacy that has resulted from these actions; and
 - d. the importance of acknowledging the unique and special whakapapa relationship of Taranaki Iwi to Ngā Mounga.

7. The Crown agrees to provide:
 - a. an historical account, which outlines the grievances in respect of Ngā Mounga;
 - b. cultural redress to recognise the unique and special whakapapa relationship of Taranaki Iwi to Ngā Mounga.

Vesting of sites in Rua Taranaki Ancestral Land Title

8. The Crown offers to establish a mechanism to provide for an inalienable ancestral land title in the name of all descendants of Rua Taranaki known as the Rua Taranaki Title.
9. The Crown offers to vest sites to be determined by Taranaki Iwi in the name of Rua Taranaki rather than in the name of the Governance Entity.
10. The Governance Entity will have responsibility for administering sites vested in the Rua Taranaki Title, and will determine:
 - a. any sites to be vested in the Rua Taranaki Title upon settlement; and
 - b. any sites to be subsequently vested in the Rua Taranaki Title.
11. Any lands transferred under Deed of Settlement to Taranaki Iwi and not vested in a Rua Taranaki Title will be vested in the Governance Entity.
12. Following the signing of a Letter of agreement, the appropriate legislative mechanism will be explored to provide for a Rua Taranaki Title.

Natural Resources Redress

13. Taranaki Iwi, the Crown, and the Taranaki Regional Council have been discussing mechanisms to enhance the involvement of all iwi of Taranaki in natural resource management within the Taranaki region.
14. The Crown has approved two standard arrangements which may be negotiated, including:
 - a. an advisory board, where the Taranaki Regional Council must have regard to the advice of iwi; and
 - b. a joint committee, which gives iwi direct input into the development of regional policy statements and regional plans under the Resource Management Act 1991.
15. The Crown has also approved the negotiation of a non-standard arrangement, should the parties agree. The Taranaki Regional Council has suggested one alternative arrangement, which the parties may consider. This arrangement involves permanent representation on the Taranaki Regional Council's policy and planning committee, and regulatory committee.
16. Following the signing of this letter of agreement, the Crown and Taranaki Iwi will, together with other iwi of Taranaki and the Taranaki Regional Council, negotiate an arrangement to enhance the involvement of iwi in natural resource management within the Taranaki region.
17. Any arrangement must:
 - a. be consistent with Government policy and guidelines in relation to the involvement of iwi in natural resources management through Treaty settlements;
 - b. have support of the Taranaki Regional Council;
 - c. provide an effective role for Taranaki Iwi, and other iwi of Taranaki who choose to participate, in natural resource management in the Taranaki region; and
 - d. be as efficient and fit for purpose as possible.

Redress over Mounga Taranaki

18. The Crown acknowledges that Mounga Taranaki is of significant cultural, spiritual, historical and traditional importance to Taranaki Iwi.
19. Taranaki Iwi and the Crown acknowledge that:
 - a. Mounga Taranaki is also of significant cultural, spiritual, historical and traditional importance to all iwi of Taranaki;
 - b. there will be future negotiations involving all iwi of Taranaki in relation to the governance and management of Egmont National Park, within which Mounga Taranaki is located; and
 - c. those negotiations will occur separately from the individual settlement negotiations with Taranaki Iwi.
20. In addition to any redress developed as part of the negotiations referred to in attachments 2 and 3 above, Taranaki Iwi has requested that site specific redress in relation to Mounga Taranaki and other sites of significance, including rivers and streams within the Egmont National Park be provided for in their settlement.
21. Taranaki Iwi and the Crown agree that they will, as soon as practicable following the signing of this letter of agreement, work together to understand and develop the scope of the site specific redress.
22. Taranaki Iwi and the Crown acknowledge that the development of any site specific redress affecting Mounga Taranaki must involve all iwi of Taranaki and requires Cabinet approval.

Place Name Amendments

23. The Crown will explore, for inclusion in the deed of settlement, the possibility of amending those place names of significance to Taranaki Iwi, in consultation with the New Zealand Geographic Board Ngā Taunaha o Aotearoa.

Relationship Redress

Protocols

24. 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 iwi group's protocol area; and
 - b. consult and interact with the Taranaki Iwi on a continuing basis and enable that group to have input into its decision-making processes.
25. The Crown will explore for inclusion in the deed of settlement and settlement legislation, individual departmental protocols with Ministers, including:
 - a. the Minister of Conservation;
 - b. the Minister for Arts, Culture and Heritage;
 - c. the Minister of Internal Affairs; and
 - d. the Ministers for Primary Industries.
26. Following the signing of this letter of agreement, the content of the protocols will be drafted and agreed between the parties for inclusion in the deed of settlement. All protocols will be developed to comply with the applicable legislation.

Relationship agreement with the Ministry of Business, Innovation and Employment

27. Taranaki Iwi, alongside Ngāruahine and Te Ātiawa, has been progressing the development of a relationship agreement with the Ministry of Business, Innovation and Employment.
28. The Deed of Settlement will provide for the Ministry of Business, Innovation and Employment to enter into a relationship agreement with the governance entity.

Relationship agreement with the Ministry for the Environment

29. The Crown will explore for inclusion in a Deed of Settlement and Settlement Legislation, an individual relationship agreement with the Ministry for the Environment.
30. Following the signing of this letter of agreement, the content of the relationship agreement will be drafted and agreed between the parties for inclusion in the deed of settlement. The relationship agreement will be developed to comply with the applicable legislation.

Protection and Access to Taranaki Iwi Taonga

31. The Crown agrees to explore with agencies to provide for the care, protection, access to and, where agreed, repatriation of Taranaki Iwi taonga currently held at:
 - a. Te Papa;
 - b. National Archives New Zealand;
 - c. National Library; and
 - d. Pukeariki.
32. Which may be explored through:
 - a. an enhanced protocol with the Department of Internal Affairs; and
 - b. a Whare Taonga Fund.
33. The Crown agrees to explore ways for Taranaki Iwi to better access, obtain copies, and repatriate, where agreed, Taranaki Iwi material currently held by:
 - a. Television New Zealand;
 - b. Radio New Zealand; and
 - c. National Film Archives.
34. Exploration with agencies will be facilitated by the Office of Treaty Settlements.
35. The Crown will endeavour to provide, where possible, redress enabling access to Taranaki Iwi taonga which extends to any successors or subsidiaries of the above agencies and organisations.

Other Cultural Redress

36. Any other cultural redress as negotiated and agreed between the Crown and Taranaki Iwi for inclusion in the deed of settlement.

ATTACHMENT FOUR

COMMERCIAL REDRESS

1. The deed of settlement will outline the financial and commercial redress to be provided by the Crown as set out below:
 - a. financial redress made up of a cash quantum of \$70 million dollars;
 - b. commercial property redress as outlined in **Attachment Two** above; and
 - c. any other commercial redress as negotiated and agreed between the Crown and Taranaki Iwi.

ATTACHMENT FIVE

INTEREST AND TAX

Interest

1. The deed of settlement is to provide for the Crown to pay, on the settlement date, interest on the financial and commercial redress amount, less any on-account payment:
 - a. for the period:
 - i. beginning on the date of this letter of agreement; and
 - ii. ending on the day before the settlement date; and
 - b. at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.
2. The interest is to be:
 - a. subject to any tax payable; and
 - b. payable after withholding any tax required by legislation to be withheld.

Tax

3. Subject to the Minister of Finance's consent, the deed of settlement is to provide that the Crown must indemnify the Governance Entity for any GST or income tax payable in respect of the provision of Crown redress.
4. The Governance Entity agrees that neither it, nor any other person, will claim with respect to the provision of Crown redress:
 - a. an input credit for GST purposes; or
 - b. a deduction for income tax purposes.

ATTACHMENT SIX

CONDITIONS OF SETTLEMENT

Settlement of historical claims

1. The deed of settlement is to provide that, on and from the settlement date:
 - a. the historical claims of Taranaki Iwi are settled; and
 - b. the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - c. the settlement is final.

Redress

2. The deed of settlement is to provide for redress in accordance with this letter of agreement. The deed of settlement will include:
 - a. redress contemplated by this letter of agreement only if any overlapping claim issues in relation to that redress have been addressed to the satisfaction of the Crown; and
 - b. a property that this letter of agreement specifies as a potential cultural redress property, or a potential commercial redress property, or a potential deferred selection property, subject to final written confirmation from the Crown that each of those properties is available. If any such potential property is not available, the Crown is under no obligation to substitute that property with another property.

Transfer or vesting of settlement properties

3. The settlement documentation is to provide that the vesting or transfer of:
 - a. a redress property or a purchased deferred selection property will be subject to any further identification and/or survey required; and Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise); and sections 10 and 11 of the Crown Minerals Act 1991; and any relevant provisions included in the settlement documentation.
 - b. a redress property, will be subject to any encumbrance or right, in relation to that property, that the settlement documentation either describes as existing at the date of the deed of settlement or requires to be created; and
 - c. a purchased deferred selection property will be subject to any encumbrance or right, or obligation in relation to that property, that is either described in the disclosure information provided for that deferred selection property (and not varied during the pre-purchase period) or entered into by the Crown during the pre-purchase period.

Entry into deed of settlement conditional

4. The Crown's entry into the deed of settlement is subject to Cabinet agreeing to the settlement and the redress; and
 - a. the Crown being satisfied Taranaki Iwi has established a governance entity that is appropriate to receive the redress and provides for Taranaki Iwi appropriate representation, transparent decision-making and dispute resolution processes and full accountability; and
 - b. approved, by a ratification process approved by the Crown, the Governance Entity to receive the redress; and the settlement on the terms provided in the

deed of settlement; and signatories to sign the deed of settlement on the settling group's behalf.

Settlement conditional on settlement legislation

5. The deed of settlement is to provide that the settlement is conditional on settlement legislation coming into force although some provisions may be binding on and from the date the deed of settlement is signed.

Nature of this letter of agreement

6. This letter of agreement:
 - a. is entered into on a without prejudice basis; and
 - b. in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal; and
 - c. is non-binding; and
 - d. does not create legal relations.

Termination of this letter of agreement

7. The Crown or the mandated negotiators, on behalf of the Taranaki Iwi, may terminate this letter of agreement by notice to the other. This letter of agreement remains without prejudice even if it is terminated.

Application of standard agreement in principle schedules

8. Standard Crown definitions, settlement terms and valuation conditions apply to this letter of agreement.

ATTACHMENT SEVEN

NEXT STEPS

Continuation of Negotiations

1. Negotiations will continue with a view to reaching agreement on outstanding matters and concluding a deed of settlement.
2. The deed of settlement will be subject to 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.
3. The continuation of negotiations is based on a commitment from the Taranaki Iwi Trust entering into ongoing dialogue with those overlapping iwi groups who have not already provided support for the proposed redress package and the Crown's fiduciary duty to ensure it retains the ability to achieve a fair settlement with other groups in varying stages of the Treaty Settlement process.

Disclosure Information

4. The Crown will, as soon as reasonably practicable, prepare and provide to Taranaki Iwi disclosure information in relation to:
 - a. each potential cultural redress property; and
 - b. each potential commercial redress property; and
 - c. each potential deferred selection property.

Resolution of Outstanding matters

5. The parties will work together to agree as soon as reasonably practicable, all matters necessary to complete a deed of settlement, including agreeing on or determining as the case may be:
 - a. the terms of:
 - i. the Historical Account;
 - ii. the Crown's acknowledgement and apology; and
 - b. the cultural redress properties, the commercial redress properties, the deferred selection properties, and the RFR land from the potential properties or land provided in each case in the redress schedule and;
 - c. the transfer values of the commercial redress properties (in accordance with the standard Crown valuation process); and
 - d. the terms of a registrable ground lease for any leaseback property; and
 - e. the initial market rental for any leaseback commercial redress property or annual rental for Ministry of Education leaseback properties; and
 - f. the new geographic names from the potential new geographic names in the redress schedule; and
 - g. the terms of a commercial lease for any leaseback commercial redress property; and
 - h. the terms of the following (which will, where appropriate, be based on the terms provided in recent settlement documentation):
 - i. the cultural redress; and
 - ii. the transfer of the commercial redress properties; and

- iii. the right to purchase a deferred selection property, including the process for determining its fair market value and if it is a leaseback property, its initial market rental or annual rental; and
- iv. the RFR, including the circumstances in which RFR land may be disposed of without the RFR applying; and
- v. the tax indemnity; and
- i. the following documents:
 - i. a statement of Taranaki Iwi's values and the protection principles in relation to the overlay classification site/s; and
 - ii. Taranaki Iwi's statements of association with, and the protection principles in relation to, each of the statutory areas; and
 - iii. the deeds of recognition; and
 - iv. the protocols; and
 - v. the settlement legislation; and
- j. all other necessary matters.

Development of Governance Entity and ratification process

- 6. Taranaki Iwi will, as soon as is reasonably practicable:
 - a. form a single governance entity that the Crown is satisfied meets the requirements of attachment 6, clause 4(a); and
 - b. develop a ratification process that is approved by the Crown.