

Central North Island Forests Land Collective Settlement Bill

Government Bill

Explanatory note

General policy statement

This Bill—

- gives effect to the vesting of the Central North Island (CNI) Crown forest land and the transfer of accumulated rentals in relation to that land to CNI Iwi Holdings Limited in order to enable those assets to be allocated to Central North Island iwi that make up the Central North Island Iwi Collective (the **CNI Iwi Collective**) in settlement of their historical CNI forests land claims; and
- records the principles and process by which the allocation of the CNI forests land is to be achieved; and
- records the allocation agreed by the CNI Iwi Collective for distribution of the accumulated rentals to its members; and
- excludes the jurisdiction of the courts and Waitangi Tribunal in relation to the historical CNI forests land claims of the CNI Iwi Collective; and
- retains a proportion of the CNI forests land and accumulated rentals (13.6% by value) for the Crown as a holding in CNI Iwi Holdings Limited; and

- retains the powers of the Waitangi Tribunal under the Crown Forest Assets Act 1989 for the purposes of the Crown agreed proportion; and
- enables the Crown to use the Crown agreed proportion to settle the historical claims of other CNI claimants by the CNI Iwi Holdings Limited transferring land and accumulated rentals as directed by the Crown.

Scope of settlement

The area of land involved in the transfer is approximately 176 000 hectares and the iwi making up the CNI Iwi Collective are—

- Ngāi Tūhoe:
- Ngāti Manawa:
- Ngāti Tūwharetoa:
- Ngāti Whakaue:
- Ngāti Whare:
- Raukawa:
- the Affiliate Te Arawa Iwi/Hapu.

Ngāti Rangitihi, a member of the CNI Iwi Collective, has not agreed to the settlement. The Crown and the CNI Iwi Collective have agreed to keep open the option for Ngāti Rangitihi to subsequently choose to participate in the settlement. Ngāti Rangitihi also have the option of pursuing its claims through the Waitangi Tribunal to the proportion of the CNI forests land and accumulated rentals reserved to the Crown under the Bill.

The accumulated rentals are approximately \$222 million and the CNI Iwi Collective have a population in excess of 100 000.

The settlement is only in relation to the claims of the CNI Iwi Collective to the CNI forests land.

Individual iwi in the CNI Iwi Collective have (apart from the Affiliate Te Arawa Iwi/Hapu) still to negotiate their individual comprehensive settlements so the settlement of the CNI forests land will be on account in relation to the individual iwi historical claims.

The agreement as to the allocation of accumulated rentals has been negotiated by, and agreed within, the CNI Iwi Collective. The process and principles for the allocation of land has been negotiated

and agreed within the CNI Iwi Collective and is based on mana whenua.

The Crown has been conscious of the rights of claimants not within the CNI Iwi Collective and the retention by the Crown of 13.6% by value of the CNI forests land and accumulated rentals is for the purpose of allowing the Crown to meet well-founded historical claims of other CNI claimants. Some cultural redress of members of the CNI Iwi Collective and other CNI claimants may also be met from the Crown agreed proportion.

The retention of the powers of the Waitangi Tribunal under the Crown Forest Assets Act 1989 and the Treaty of Waitangi Act 1975 is designed to facilitate this process if a claim of any other CNI claimant is referred to the Waitangi Tribunal.

The intention is for the status quo to continue for public access to the CNI forests land.

Clause by clause analysis

Clause 1 is the Title clause.

Clause 2 is the commencement clause. The Bill comes into force on the day after the date on which it receives the Royal assent.

Clause 3 is the purpose clause.

Clause 4 sets out the interpretation to be given to terms used in the Bill.

Clause 5 states that the Bill binds the Crown.

Clause 6(1) provides that, on and from the settlement date, the CNI forests land ceases to be Crown forest land and vests in CNI Iwi Holdings Limited (the **company**). Under the Bill, the settlement date is **1 July 2009**.

Clause 6(2) provides that the vesting of the CNI forests land in the company is subject to—

- the terms of the deed of trust; and
- *clause 16* (which relates to the transfer of the CNI forests land to the CNI Iwi Collective); and
- the Crown agreed proportion; and
- the rights of the licensees under the Crown forestry licences listed in the *third column of Schedule 1*.

Clause 7 provides that no court, tribunal, or other judicial body may inquire into the historical CNI forests land claims, the deed of settlement, or the Bill. This does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the deed of settlement or of the Bill. Nor does it exclude the jurisdiction of the Waitangi Tribunal as provided in *clauses 22 and 23* and also in so far as its jurisdiction relates to the steps that are necessary for it to complete the publication of its report in relation to the He Maunga Rongo: Report on the Central North Island Claims (Stage I) and its inquiries into certain specified matters.

Clause 8 provides that certain enactments do not apply to the vesting of the CNI forests land by the Crown in the company. It also provides that, subject to certain exceptions, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the vesting of the CNI forests land in the company.

Clause 9 authorises the Minister of Conservation to grant a right of way easement over conservation land comprised in CNI forests land, as required by the deed of settlement. It also authorises the responsible Ministers (as defined in section 2(1) of the Crown Forests Assets Act 1989) to grant right of way easements over land adjoining the CNI forests land that is owned or administered by the Crown.

Clause 10 provides that clause 6.2 of each Crown forestry licence (which relates to public entry for recreational purposes) must continue to apply even though the Crown is no longer the licensor under the licence because the CNI forests land has been vested in the company under the Bill.

Clause 11 provides that public easements may be granted under section 8 of the Crown Forest Assets Act 1989 despite their subject matter. A public easement is defined to mean the Matea easement, a public right of way easement, the Tokorangi easement, the Whaka easement, and the Whirinaki easement (as these terms are described in the deed of settlement).

Clause 12 provides that the Plot Road covenant and the Rangitaiki River covenant (as these terms are described in the deed of settlement) are each to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

Clause 13 provides for the transfer of the accumulated rentals to the company on the settlement date. The subsequent administration of the accumulated rentals is subject to—

- the terms of the deed of trust; and
- *clause 18* (which relates to the transfer of the accumulated rentals to the CNI Iwi Collective); and
- the Crown agreed proportion.

Clause 14 relates to the principles for allocation of the CNI forests land. It provides that the iwi of the CNI Iwi Collective may, in accordance with the resolution process set out in *Schedule 2*, agree among themselves as to which specific area or areas of the CNI forests land is or are to be transferred.

Clause 15 relates to the principles for allocation of the rental proceeds. It provides that 86.4% of the accumulated rentals must be allocated to the CNI Iwi Collective in accordance with the allocation percentage set out in *Schedule 3* for each iwi of the Collective and that, subject to the Crown agreed proportion, the ongoing rentals must be allocated to the CNI Iwi Collective in accordance with the deed of trust.

Clause 16 requires the company to transfer an area of CNI forests land in accordance with a request from any iwi of the CNI Iwi Collective or any 2 or more iwi of the CNI Iwi Collective acting jointly. The request must comply with the terms of an allocation agreement under *clause 14* and the deed of trust.

Clause 17 provides that certain enactments do not apply to a transfer of any CNI forests land under *clause 16* and that is completed during the specified transfer period (ie the period of 7 years beginning on the settlement date). It also provides that, subject to certain exceptions, the company is not required to comply with any other enactment that would otherwise regulate or apply to a transfer of any CNI forests land by the company under this clause.

Clause 18 requires the company to transfer the accumulated rentals to each iwi of the CNI Iwi Collective, subject to the retention of the Crown agreed proportion of the accumulated rentals. A transfer of accumulated rentals by the company under this clause must be in accordance with the allocation percentage set out in *Schedule 3* for each iwi of the CNI Iwi Collective and with the deed of trust.

Clause 19 states that the purpose of the Crown agreed proportion is to—

- allow for settlement of the historical claim of any other CNI claimant (ie any Māori claimant who has a historical claim to the CNI forests land but who is not part of and is not represented by the CNI Iwi Collective) that may be negotiated and entered into between the claimant and the Crown during the Crown initial period; and
- provide for the retention of the powers of the Waitangi Tribunal in relation to the Crown agreed proportion, as modified by *subpart 4*.

Clause 19 also provides that the Crown agreed proportion remains in effect only during the Crown initial period (ie the period of 6 years beginning on the settlement date).

Clause 20 requires the company to transfer to any other CNI claimant CNI forests land and accumulated rentals comprised in part or all of the Crown agreed proportion if, during the Crown initial period, the claimant and the Crown enter into a deed of settlement in relation to the claimant's historical claim to CNI forests land and that deed of settlement provides for the transfer.

Clause 21 requires the Crown to consult with the CNI Iwi Collective before entering into a deed of settlement with any other CNI claimant. The purpose of the consultation is for the parties to seek to reach agreement on the question of which specific area or areas of CNI forests land comprised in part or all of the Crown agreed proportion should be transferred to the other CNI claimant. If the Crown and the CNI Iwi Collective cannot reach agreement on that question, the Crown or the Collective may choose, despite *clause 6*, to have the dispute determined by the Waitangi Tribunal under *clause 22*.

Clause 22 describes the jurisdiction of the Waitangi Tribunal if a dispute is referred to it by the Crown or the Collective under *clause 21(2)*. It provides that the Waitangi Tribunal may, if the Crown, the CNI Iwi Collective, and the other CNI claimant agree, mediate between those parties to try and resolve the dispute. However, if those parties cannot agree on mediation or if they cannot, within a reasonable time, resolve the dispute at mediation, the Waitangi Tribunal may exercise its jurisdiction to make findings and recommendations in relation to the historical claims of the other CNI claimant to the

CNI forests land in accordance with sections 8HB to 8HD of the Treaty of Waitangi Act 1975. Sections 8HA to 8HD of the Treaty of Waitangi Act 1975 will apply subject to certain specified modifications set out in *clause 24*.

Clause 23 provides that the Waitangi Tribunal may exercise its jurisdiction to inquire into the historical claims of any other CNI claimant to the CNI forests land, and to make recommendations, in accordance with sections 8HB to 8HD of the Treaty of Waitangi Act 1975, despite *clauses 6 and 20 to 22*. Sections 8HA to 8HD of the Treaty of Waitangi Act 1975 will apply subject to certain specified modifications set out in *clause 24*.

Clause 24 sets out the modifications to sections 8HA to 8HD of the Treaty of Waitangi Act 1975 referred to in *clauses 22(3) and 23(3)*. One modification is that the jurisdiction of the Waitangi Tribunal is limited to the extent of the Crown agreed proportion that the Crown holds at any given time during the Crown initial period and the settlement of the historical claims of any other CNI claimant as it occurs from time to time will result in a corresponding change to that jurisdiction. Another modification is that any recommendation under section 8HB(1)(a) of that Act for the return of land to the ownership of the claimant must be taken to apply only to CNI forests land comprised in part or all of the Crown agreed proportion.

Clause 25 requires the company to give effect to a recommendation from the Waitangi Tribunal for the return to the ownership of the claimant of a specific area of CNI forests land comprised in part or all of the Crown agreed proportion if, during the Crown initial period, the Tribunal, in inquiring into the historical claim of any other CNI claimant in accordance with *clause 22(2) or 23(1)*, makes an interim recommendation in that regard and the interim recommendation becomes a final recommendation.

Clause 26 is an interpretation clause for *subpart 5*. It defines terms such as **DSP property**, which means property that is Crown land and is subject to the deferred selection procedure referred to in clauses 8.1 to 8.18 of the deed of settlement.

Clause 27 authorises the Crown to transfer the fee simple estate in a selected DSP property and to sign a transfer instrument or other document, or do any other thing, to give effect to the transfer.

Clause 28 provides for the creation of a computer freehold register relating to a selected DSP property.

Clause 29 provides that certain enactments do not apply to the transfer of a selected DSP property made in accordance with the Bill. It also provides that, subject to certain exceptions, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a selected DSP property made in accordance with the Bill.

Clause 30 provides that certain enactments relating to resumptive powers and obligations no longer apply to any CNI forests land or any selected DSP property.

Clause 31 provides for the removal of existing resumptive memorials from the certificates of title or computer freehold registers relating to any CNI forests land or any selected DSP property.

Clause 32 clarifies that the CNI Iwi Holdings Trust is eligible, under section HF 2 of the Income Tax Act 2007, to become a Māori authority despite the Crown holding the Crown agreed proportion.

Clause 33 consequentially amends the Treaty of Waitangi Act 1975 to exclude the jurisdiction of the Waitangi Tribunal to consider the historical CNI forests land claims covered by the deed of settlement or the Bill.

Hon Dr Michael Cullen

Central North Island Forests Land Collective Settlement Bill

Government Bill

Contents

	Page
Preamble	3
1 Title	4
2 Commencement	4
Part 1	
Preliminary provisions	
3 Purpose	4
4 Interpretation	5
5 Act binds the Crown	8
Part 2	
Provisions relating to transfers of assets, allocation principles, Crown agreed proportion, and DSP properties	
Subpart 1—Vesting of CNI forests land and transfer of accumulated rentals by the Crown	
<i>Vesting of CNI forests land in company</i>	
6 Vesting of CNI forests land	9
7 Jurisdiction of courts, tribunals, and other judicial bodies excluded	10
8 Application of other enactments: general	11
9 Application of other enactments: easements	12
10 Public access to continue	12
11 Public easements may be granted	12

**Central North Island Forests Land
Collective Settlement Bill**

12	Conservation covenants	13
	<i>Transfer of accumulated rentals to company</i>	
13	Transfer of accumulated rentals	14
	Subpart 2—Allocation principles	
14	Principles for allocation of CNI forests land	14
15	Principles for allocation of rental proceeds	14
	Subpart 3—Transfer of CNI forests land and accumulated rentals by company to CNI Iwi Collective	
	<i>Transfer of CNI forests land to CNI Iwi Collective</i>	
16	Transfer of CNI forests land	15
17	Application of other enactments	15
	<i>Transfer of accumulated rentals to CNI Iwi Collective</i>	
18	Transfer of accumulated rentals	16
	Subpart 4—Crown agreed proportion	
19	Purpose and duration of Crown agreed proportion	16
20	Company must transfer assets from Crown agreed proportion to other CNI claimant if settlement reached	17
21	Crown must consult CNI Iwi Collective on proposed deed of settlement with other CNI claimant and may refer dispute to Waitangi Tribunal if necessary	17
22	Waitangi Tribunal jurisdiction in relation to disputes over which specific area of CNI forests land to be transferred to other CNI claimant	18
23	Waitangi Tribunal jurisdiction in relation to historical claim of other CNI claimant not excluded	18
24	Modifications to Waitangi Tribunal jurisdiction	18
25	Company must give effect to Waitangi Tribunal recommendation	19
	Subpart 5—DSP properties	
26	Interpretation for this subpart	20
27	Transfer of selected DSP property	20
28	Creation of computer freehold register	20
29	Application of other enactments to transfer of selected DSP property	21

Part 3
Miscellaneous provisions

Certain protections no longer apply

30	Certain enactments do not apply	22
31	Removal of memorials	23

Eligibility of Trust to become Māori authority

32	Trust must be treated as being eligible to become Māori authority	23
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Consequential amendment

33	Consequential amendment to Treaty of Waitangi Act 1975	24
----	--	----

	Schedule 1	25
	CNI forests land	

	Schedule 2	29
	Tikanga based resolution process for CNI forests land	

	Schedule 3	36
	Percentages for allocation of rental proceeds	

Preamble

- (1) The historical CNI forests land claims made by the Central North Island iwi to the Central North Island (CNI) forests land are based on historical breaches of the Treaty of Waitangi by the Crown and the desire of those iwi to secure the return of that land and to achieve an enduring settlement of those claims: 5
- (2) The Crown and the CNI Iwi Collective have agreed to negotiate in good faith in accordance with the framework and principles of the Crown Forests Agreement that was entered into on 20 July 1989 between representatives of Māori and the Crown and the Crown Forest Assets Act 1989, in order to reach a fair and durable settlement of those historical claims: 10
- (3) The Crown and the CNI Iwi Collective have made significant progress towards reaching a collective settlement, and the Crown has therefore agreed to facilitate the completion of that settlement by vesting the CNI forests land in a company, to be known as CNI Iwi Holdings Limited. The company will act 15

as trustee of the CNI Iwi Holdings Trust and will hold and administer the CNI forests land for the CNI Iwi Collective and the Crown in accordance with this Act, the deed of settlement between the CNI Iwi Collective and the Crown, and a deed of trust: 5

- (4) Under the terms of that deed of trust, 86.4% of the beneficial interest in the CNI forests land is to be held for the CNI Iwi Collective and the individual beneficial entitlement of each member of that Collective is to be determined by reference to the allocation process that has been agreed amongst those members and is set out in this Act. The remaining 13.6% of the beneficial interest in the CNI forests land is to be held for the Crown for a period of 6 years beginning on the date of vesting of the land in the company. The Crown agreed proportion will allow claims to the forests land by other CNI claimants who are not represented by the CNI Iwi Collective to be settled during that period of 6 years: 10 15

The Parliament of New Zealand therefore enacts as follows:

1 Title

This Act is the Central North Island Forests Land Collective Settlement Act **2008**. 20

2 Commencement

This Act comes into force on the day after the date on which it receives the Royal assent.

Part 1 25

Preliminary provisions

3 Purpose

The purpose of this Act is to—

- (a) give effect to the vesting of the Crown forest land described in the **first and second columns of Schedule 1** in CNI Iwi Holdings Limited and the transfer of accumulated rentals in relation to that land to the company in order to enable those assets to be allocated to the CNI Iwi Collective in settlement of their historical 30

- CNI forests land claims and to any other CNI claimants in settlement of their historical claims; and
- (b) record the principles and process by which the allocation of the CNI forests land and accumulated rentals is to be achieved; and 5
 - (c) exclude the jurisdiction of the courts and Waitangi Tribunal in relation to the historical CNI forests land claims.

4 Interpretation

In this Act, unless the context otherwise requires,— 10

accumulated rentals means the accumulated rentals relating to CNI forests land that are held under the terms of the Crown Forestry Rental Trust

authorised person means a person who is authorised by the Director-General of Conservation or, as the case may be, the chief executive of a land holding agency 15

CNI means the Central North Island

CNI forests land—

(a) means the fee simple estate in the Crown forest land described in the **first and second columns of Schedule 1**; but 20

(b) to avoid doubt, does not include—

- (i) any trees on that land; or
- (ii) any improvements that have been acquired by any purchaser of the trees on that land or that have been made by that purchaser or the licensee 25

CNI Iwi Collective or Collective —

(a) means together each of the following iwi and collective groups defined by that name in Schedule 1 of the deed of settlement: 30

- (i) Ngāi Tūhoe; and
- (ii) Ngāti Manawa; and
- (iii) Ngāti Tūwharetoa; and
- (iv) Ngāti Whakaue; and
- (v) Ngāti Whare; and 35
- (vi) Raukawa; and
- (vii) the Affiliate Te Arawa Iwi/Hapu; and

(b) includes the governance entity that represents a collective group; and

(c) also includes every individual of which a collective group is composed and who is included in the definition of the group in Schedule 1 of the deed of settlement 5

company means CNI Iwi Holdings Limited, a company incorporated to act as trustee of the Trust and to hold and administer the CNI forests land in accordance with this Act, the deed of settlement, and the deed of trust

confirmed beneficiary has the meaning given to it in the trust deed for the Crown Forestry Rental Trust 10

Crown has the meaning given to it in section 2(1) of the Public Finance Act 1989

Crown agreed proportion—

(a) means the Crown's entitlement as a beneficiary of the Trust to an undivided 13.6% share by value of the CNI forests land and the rental proceeds; and 15

(b) includes the Crown's entitlement to a proportion of the company's shares

Crown forest land has the meaning given to it in section 2(1) of the Crown Forest Assets Act 1989 20

Crown forestry licence has the meaning given to it in section 2(1) of the Crown Forest Assets Act 1989

Crown Forestry Rental Trust means the forestry rental trust referred to in section 34 of the Crown Forest Assets Act 1989 25

Crown initial period means the period of 6 years beginning on the settlement date

deed of settlement means the deed dated **25 June 2008** and signed by—

(a) the Minister of Treaty Settlements; and 30

(b) the Minister of Maori Affairs; and

(c) the authorised signatories of the CNI Iwi Collective

deed of trust means the Trust Deed and Shareholders' Agreement (as defined in clause 13.3 of the deed of settlement)

DSP entity has the meaning given to it in **section 26** 35

historical claim—

(a) means every claim or part of a claim (whether or not the claim has arisen or been considered, researched, regis-

tered, notified, or made by or on the settlement date) that—

- (i) any Māori had at, or at any time before, the settlement date, or may have at any time after the settlement date; and 5
- (ii) is, or is founded on, a right arising from the Treaty of Waitangi or its principles, legislation, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and
- (iii) arises from or relates to acts or omissions before 10
21 September 1992—
 - (A) by or on behalf of the Crown; or
 - (B) by or under legislation; but

(b) to avoid doubt, does not include the historical CNI forests land claims 15

historical CNI forests land claims—

- (a) means every claim or part of a claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that— 20
 - (i) an iwi of the CNI Iwi Collective had at, or at any time before, the settlement date, or may have at any time after the settlement date, to the CNI forests land; and
 - (ii) is, or is founded on, a right arising from the 25
Treaty of Waitangi or its principles, legislation, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and
 - (iii) arises from or relates to acts or omissions before 30
21 September 1992—
 - (A) by or on behalf of the Crown; or
 - (B) by or under legislation; but

(b) to avoid doubt, does not include a claim or part of a claim that an iwi of the CNI Iwi Collective has, or may have, in relation to matters that are not related to the CNI forests land 35

land holding agency has the meaning given to it in clause 13.3 of the deed of settlement

	licensee means the registered holder for the time being of a Crown forestry licence	
	LINZ means Land Information New Zealand	
	ongoing rentals means all rentals relating to CNI forests land (including all fees and other amounts payable by licensees) that are paid or payable to the Trust for any period after the settlement date	5
	other CNI claimant means any Māori claimant who has historical claims to the CNI forests land but who is not part of and is not represented by the CNI Iwi Collective	10
	Registrar-General means the Registrar-General of Land appointed in accordance with section 4 of the Land Transfer Act 1952	
	rental proceeds means—	
	(a) the accumulated rentals; and	15
	(b) the ongoing rentals	
	selected DSP property has the meaning given to it in section 26	
	settlement date means 1 July 2009	
	specified transfer period means the period of 7 years beginning on the settlement date	20
	Trust means the CNI Iwi Holdings Trust	
	Waitangi Tribunal means the Waitangi Tribunal established under the Treaty of Waitangi Act 1975.	
5	Act binds the Crown This Act binds the Crown.	25

Part 2

Provisions relating to transfers of assets, allocation principles, Crown agreed proportion, and DSP properties

Subpart 1—Vesting of CNI forests land and
transfer of accumulated rentals by the Crown 5

Vesting of CNI forests land in company

6 Vesting of CNI forests land

- (1) On and from the settlement date, the CNI forests land—
 - (a) ceases to be Crown forest land; and 10
 - (b) vests in the company.
- (2) The vesting referred to in **subsection (1)(b)** and the subsequent administration of the CNI forests land are subject to—
 - (a) the terms of the deed of trust; and
 - (b) **section 16**; and 15
 - (c) the Crown agreed proportion; and
 - (d) the rights of the licensees under the Crown forestry licences listed in the **third column of Schedule 1**.
- (3) The Crown (acting through the chief executive of LINZ) is authorised to sign any document, or do any other thing necessary 20
or reasonably incidental, to give effect to the vesting referred to in **subsection (1)(b)**.
- (4) The Registrar-General must, on written application by an authorised person, comply with **subsections (5) and (6)**.
- (5) To the extent that the fee simple estate in a parcel of CNI 25
forests land subject to a single Crown forestry licence comprises all the land in a certificate of title or computer freehold register, the Registrar-General must, in accordance with the application, —
 - (a) register the company as the proprietor of the parcel of 30
CNI forests land; and
 - (b) register any relevant encumbrances that are registrable, notifiable, or notified and that are described in the application; and
 - (c) make those entries in the register and generally do all 35
things necessary to give effect to this section, **sections 7 to 12**, and Part 7 of the deed of settlement.

- (6) To the extent that the fee simple estate in a parcel of CNI forests land subject to a single Crown forestry licence does not comprise all the land in a certificate of title or computer freehold register for all or part of the parcel of CNI forests land, the Registrar-General must, in accordance with the application, — 5
- (a) create 1 computer freehold register in the name of the company; and
 - (b) register any relevant encumbrances that are registrable, notifiable, or notified and that are described in the application; and 10
 - (c) make those entries in the register and generally do all things necessary to give effect to this section, **sections 7 to 12**, and Part 7 of the deed of settlement.
- (7) **Subsection (4)** is subject to the completion of any survey necessary to facilitate the creation of the computer freehold register. 15
- (8) The computer freehold registers created in accordance with **subsections (5) and (6)** must exclude the Moerangi site and the Kakapiko site (as those terms are defined in the deed of settlement). 20
- 7 Jurisdiction of courts, tribunals, and other judicial bodies excluded**
- (1) Despite any other enactment or rule of law, on and from the settlement date, a court, tribunal, or other judicial body does not have jurisdiction (including the jurisdiction to inquire into or further inquire into, or make a finding or recommendation) in respect of— 25
- (a) any or all of the historical CNI forests land claims; or
 - (b) the deed of settlement; or 30
 - (c) this Act.
- (2) **Subsection (1)** does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the deed of settlement or this Act.
- (3) **Subsection (1)(a)**, in so far as it relates to the Waitangi Tribunal, is subject to **sections 22 and 23**. 35

- (4) **Subsection (1)(a)** does not exclude the jurisdiction of the Waitangi Tribunal in so far as it relates to the steps that are necessary for the Tribunal to—
- (a) complete the publication of its report in relation to the He Maunga Rongo: Report on Central North Island Claims (Stage I); and 5
 - (b) complete its inquiries and report on the following:
 - (i) the National Park Inquiry;
 - (ii) the Te Urewera Inquiry.
- 8 Application of other enactments: general** 10
- (1) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
- (a) the vesting of the CNI forests land by the Crown in the company; or
 - (b) any matter incidental to, or required for the purpose of, that vesting. 15
- (2) The vesting of the CNI forests land referred to in **subsection (1)(a)**—
- (a) does not limit section 10 or 11 of the Crown Minerals Act 1991; and 20
 - (b) does not affect other rights to subsurface minerals; and
 - (c) does not limit the rights and obligations of the Crown or a local authority in respect of geothermal energy and geothermal water (as both terms are defined in section 2(1) of the Resource Management Act 1991) under any enactment or rule of law; and 25
 - (d) is a disposition for the purposes of Part 4A of the Conservation Act 1987, except that sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (3) The Crown is not required to comply with any other enactment that would otherwise regulate or apply to the vesting of the CNI forests land in the company. 30
- (4) **Subsection (3)** is subject to **subsection (2)**.
- (5) The permission of a council under section 348 of the Local Government Act 1974 is not required to lay out, form, grant, or reserve a private road, private way, or right of way required by the deed of settlement. 35

9 Application of other enactments: easements

- (1) The Minister of Conservation may grant a right of way easement over conservation land in connection with CNI forests land, as required by the deed of settlement.
- (2) An easement granted under **subsection (1)** is— 5
- (a) registrable under section 17ZA(2) of the Conservation Act 1987, as if it were a deed to which that provision applied; and
- (b) enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987. 10
- (3) The responsible Ministers (as defined in section 2(1) of the Crown Forest Assets Act 1989) may grant a right of way easement over land adjoining the CNI forests land that is owned or administered by the Crown, as required by the deed of settlement. 15
- (4) A statement that an easement has been granted under this section is sufficient evidence to that effect if it is executed by an authorised person on the document creating the easement.

10 Public access to continue

- (1) Clause 6.2 of each Crown forestry licence (which relates to public entry for recreational purposes) must continue to apply even though the Crown is no longer the licensor under the licence because the CNI forests land has been vested in the company under **section 6(1)(b)**. 20
- (2) A notification to the same effect as described in **subsection (1)** must— 25
- (a) be recorded against the computer freehold register for the CNI forests land; and
- (b) on application by the registered proprietor, be removed from each computer freehold register for the CNI forests land on the expiry of the Crown forestry licence. 30

11 Public easements may be granted

- (1) A public easement may be granted under section 8 of the Crown Forest Assets Act 1989 despite its subject matter.
- (2) Sections 26 and 27 of the Crown Forest Assets Act 1989 apply, subject to any necessary modifications, to any variation, 35

- renewal, or cancellation under section 8(b) of that Act of a public easement.
- (3) The permission of a council under section 348 of the Local Government Act 1974 is not required to lay out, form, grant, or reserve a private road, private way, or right of way under this section. 5
- (4) In this section,—
- public easement** means any of the following:
- (a) the Matea easement:
 - (b) a public right of way easement: 10
 - (c) the Tokorangi easement:
 - (d) the Whaka easement:
 - (e) the Whirinaki easement
- Matea easement** means the easement described in Part 10 of Schedule 6 of the deed of settlement 15
- public right of way easement** means the easement in gross for each of the CNI forests listed in the **first column of Schedule 1**, as described in Part 7 of Schedule 6 of the deed of settlement
- Tokorangi easement** means the easement described in Part 8 of Schedule 6 of the deed of settlement 20
- Whaka easement** means the easement described in Part 9 of Schedule 6 of the deed of settlement
- Whirinaki easement** means the easement described in Part 11 of Schedule 6 of the deed of settlement.
- 12 Conservation covenants** 25
- (1) Each of the following is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977:
- (a) the Plot Road covenant:
 - (b) the Rangitaiki River covenant. 30
- (2) In this section,—
- Plot Road covenant** means the covenant described in Part 1 of Schedule 7 of the deed of settlement
- Rangitaiki River covenant** means the covenant described in Part 2 of Schedule 7 of the deed of settlement. 35

*Transfer of accumulated rentals to company***13 Transfer of accumulated rentals**

- (1) On and from the settlement date, the company will become entitled to the accumulated rentals as a confirmed beneficiary of the Crown Forestry Rental Trust and all the provisions of that trust will apply accordingly. 5
- (2) The Crown must, in respect of each Crown forestry licence listed in the **third column of Schedule 1**, give a notice under section 17(4)(b) of the Crown Forest Assets Act 1989 as if—
- (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 that the CNI forests land be returned to Māori ownership; and 10
- (b) the recommendation had become final.
- (3) The Crown must comply with **subsection (2)** as soon as is reasonably practicable after the settlement date. 15
- (4) Accordingly, the company will be the licensor under each Crown forestry licence listed in the **third column of Schedule 1** as if the CNI forests land had been returned to Māori ownership under section 36 of the Crown Forest Assets Act 1989 (except that section 36(1)(b) of that Act does not apply). 20
- (5) The subsequent administration of the accumulated rentals is subject to—
- (a) the terms of the deed of trust; and
- (b) **section 18**; and 25
- (c) the Crown agreed proportion.

Subpart 2—Allocation principles

14 Principles for allocation of CNI forests land

The iwi of the CNI Iwi Collective may, in accordance with the resolution process set out in **Schedule 2**, agree among themselves as to which specific area or areas of the CNI forests land is or are to be transferred to the iwi of the Collective. 30

15 Principles for allocation of rental proceeds

- (1) The company must allocate 86.4% of the accumulated rentals to the CNI Iwi Collective in accordance with the allocation 35

percentage set out in **Schedule 3** for each iwi of the Collective.

- (2) Subject to the Crown agreed proportion, the company must allocate the ongoing rentals to the CNI Iwi Collective in accordance with the deed of trust. 5

Subpart 3—Transfer of CNI forests land and
accumulated rentals by company to CNI Iwi
Collective

*Transfer of CNI forests land to CNI Iwi
Collective*

10

16 Transfer of CNI forests land

- (1) This section applies if—
- (a) any iwi of the CNI Iwi Collective, or any 2 or more iwi of the CNI Iwi Collective acting jointly, request the company to transfer an area of CNI forests land to that iwi or to those iwi jointly, or to their nominees; and 15
 - (b) the request complies with—
 - (i) the terms of an allocation agreement under **section 14**; and
 - (ii) the deed of trust. 20
- (2) The company must transfer the area of CNI forests land in accordance with the request referred to in **subsection (1)**.

17 Application of other enactments

- (1) This section applies to a transfer of any CNI forests land—
- (a) under **section 16**; and 25
 - (b) that is completed during the specified transfer period.
- (2) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
- (a) a transfer to which this section applies; or
 - (b) any matter incidental to, or required for the purpose of, that transfer. 30
- (3) A transfer to which this section applies—
- (a) does not limit section 10 or 11 of the Crown Minerals Act 1991; and
 - (b) does not affect other rights to subsurface minerals; and 35

- (c) does not limit the rights and obligations of the Crown or a local authority in respect of geothermal energy and geothermal water (as both terms are defined in section 2(1) of the Resource Management Act 1991) under any enactment or rule of law; and 5
- (d) is a disposition for the purposes of Part 4A of the Conservation Act 1987, except that sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (4) The company is not required to comply with any other enactment that would otherwise regulate or apply to a transfer to which this section applies. 10
- (5) **Subsection (4)** is subject to **subsection (3)**.
- (6) The permission of a council under section 348 of the Local Government Act 1974 is not required to lay out, form, grant, or reserve a private road, private way, or right of way required by the deed of settlement. 15

*Transfer of accumulated rentals to CNI Iwi
Collective*

- 18 Transfer of accumulated rentals**
- (1) Subject to the Crown agreed proportion, the company must transfer the accumulated rentals to each iwi of the CNI Iwi Collective. 20
- (2) A transfer under **subsection (1)** must be in accordance with—
- (a) the allocation percentage set out in **Schedule 3** for each iwi of the CNI Iwi Collective; and 25
- (b) the deed of trust.

Subpart 4—Crown agreed proportion

- 19 Purpose and duration of Crown agreed proportion**
- (1) The purpose of the Crown agreed proportion is to— 30
- (a) allow for the settlement of the historical claims of any other CNI claimant to the CNI forests land that may be negotiated and entered into between the claimant and the Crown during the Crown initial period; and

- (b) provide for the retention of the powers of the Waitangi Tribunal in relation to the Crown agreed proportion, as modified by this subpart.
- (2) To avoid doubt, the Crown agreed proportion remains in effect only during the Crown initial period. 5
- 20 Company must transfer assets from Crown agreed proportion to other CNI claimant if settlement reached**
- (1) This section applies if, during the Crown initial period, the Crown and any other CNI claimant enter into a deed of settlement in relation to the claimant's historical claim to CNI forests land. 10
- (2) The company must, to the extent required by the claimant's deed of settlement and comprising part or all of the Crown agreed proportion, transfer the following to that claimant or the claimant's nominee: 15
- (a) CNI forests land; and
- (b) accumulated rentals.
- (3) A transfer under **subsection (2)** must—
- (a) be in accordance with the deed of settlement referred to in **subsection (1)**; and 20
- (b) be made during the Crown initial period; and
- (c) comply with the deed of trust; and
- (d) be made only after the consultation requirement in **section 21(1)** has been complied with.
- 21 Crown must consult CNI Iwi Collective on proposed deed of settlement with other CNI claimant and may refer dispute to Waitangi Tribunal if necessary** 25
- (1) Before entering into a deed of settlement with any other CNI claimant that provides for the transfer of any CNI forests land, the Crown must consult with the CNI Iwi Collective with a view to reaching an agreement on the question of which specific area or areas of CNI forests land comprised in part or all of the Crown agreed proportion should be transferred to the other CNI claimant. 30
- (2) If the Crown and the CNI Iwi Collective cannot reach an agreement on the question referred to in **subsection (1)**, either the 35

Crown or the Collective may choose, despite **section 6**, to have the dispute determined by the Waitangi Tribunal under **section 22**.

- 22 Waitangi Tribunal jurisdiction in relation to disputes over which specific area of CNI forests land to be transferred to other CNI claimant** 5
- (1) If a dispute is referred to the Waitangi Tribunal by the Crown or the CNI Iwi Collective under **section 21(2)**, the Tribunal may, if the Crown, the CNI Iwi Collective, and the other CNI claimant agree, mediate between those parties to try and resolve the dispute. 10
- (2) If those parties cannot agree on mediation or if they cannot, within a reasonable time, resolve the dispute at mediation, the Waitangi Tribunal may exercise its jurisdiction to make findings and recommendations in relation to the historical claim of the other CNI claimant to the CNI forests land in accordance with sections 8HB to 8HD of the Treaty of Waitangi Act 1975. 15
- (3) For the purposes of **subsection (2)**, sections 8HA to 8HD of the Treaty of Waitangi Act 1975 apply subject to the modifications set out in **section 24**. 20
- 23 Waitangi Tribunal jurisdiction in relation to historical claim of other CNI claimant not excluded**
- (1) Despite **sections 6 and 20 to 22**, the Waitangi Tribunal may exercise its jurisdiction to inquire into the historical claims of any other CNI claimant to the CNI forests land, and to make recommendations, in accordance with sections 8HB to 8HD of the Treaty of Waitangi Act 1975. 25
- (2) For the purposes of **subsection (1)**, sections 8HA to 8HD of the Treaty of Waitangi Act 1975 apply subject to the modifications set out in **section 24**. 30
- 24 Modifications to Waitangi Tribunal jurisdiction**
The modifications to sections 8HA to 8HD of the Treaty of Waitangi Act 1975 referred to in **sections 22(3) and 23(2)** are as follows:

- (a) the jurisdiction of the Waitangi Tribunal is limited to the extent of the Crown agreed proportion that the Crown holds at any given time during the Crown initial period and the settlement of the historical claims of any other CNI claimant as it occurs from time to time will result in a corresponding change to the Tribunal's jurisdiction; and 5
 - (b) the Crown must advise the Waitangi Tribunal of any change to the Crown agreed proportion in order to inform the Tribunal of the extent of its jurisdiction for the purposes of **paragraph (a)**; and 10
 - (c) any recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of land to the ownership of the claimant must be taken to apply only to CNI forests land comprised in part or all of the Crown agreed proportion; and 15
 - (d) despite section 8HD of that Act, any iwi of the CNI Iwi Collective is entitled to appear and be heard by the Waitangi Tribunal on the question of the historical claim of the other CNI claimant to CNI forests land; and 20
 - (e) the CNI forests land must be treated as if it remained Crown forest land and a reference to a return of land to Māori ownership must be treated as a reference to a return of land to the claimant.
- 25 Company must give effect to Waitangi Tribunal recommendation** 25
- (1) **Subsection (2)** applies if, during the Crown initial period,—
 - (a) the Waitangi Tribunal, in inquiring into the historical claims of any other CNI claimant in accordance with **section 22(2) or 23(1)**, makes an interim recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return to ownership of the claimant of a specific area of CNI forests land comprised in part or all of the Crown agreed proportion; and 30
 - (b) the interim recommendation becomes a final recommendation under section 8HC of that Act. 35

- (2) The company must give effect to the final recommendation by transferring to the claimant in question, or the claimant's nominee, the following comprised in part or all of the Crown agreed proportion:
- (a) the specific area of CNI forests land; and 5
 - (b) the accumulated rentals relating to that specific area.

Subpart 5—DSP properties

26 Interpretation for this subpart

In this subpart, unless the context otherwise requires,—

DSP entity means either of the following that is nominated by the CNI Iwi Collective to identify, select, and purchase DSP properties on behalf of the Collective: 10

- (a) the company; or
- (b) any other entity established by the CNI Iwi Collective

DSP property means property that— 15

- (a) is Crown-owned land; and
- (b) is subject to the deferred selection procedure referred to in clauses 8.1 to 8.18 of the deed of settlement

selected DSP property means any DSP property that the DSP entity has identified and elected to purchase in accordance with the deed of settlement. 20

27 Transfer of selected DSP property

To give effect to clauses 8.1 to 8.18 of the deed of settlement, the Crown (acting through the chief executive of the relevant land holding agency) is authorised to do 1 or more of the following: 25

- (a) transfer the fee simple estate in a selected DSP property to the DSP entity in accordance with the deed of settlement: 30
- (b) sign a transfer instrument or other document, or do any other thing, to give effect to the transfer.

28 Creation of computer freehold register

- (1) This section applies to a selected DSP property to the extent that—

- (a) the property is not all of the land contained in a certificate of title or computer freehold register; or
 - (b) there is no certificate of title or computer freehold register for all or part of the property.
 - (2) The Registrar-General must, on written application by an authorised person, comply with **subsection (3)**. 5
 - (3) The Registrar-General must, in accordance with the application, create a computer freehold register in the name of the Crown subject to, and together with, any encumbrances that are registered, notifiable, or notified and that are described in the written application. 10
 - (4) **Subsection (3)** is subject to the completion of any survey necessary to facilitate the creation of the computer freehold register.
 - (5) A computer freehold register must be created in the name of the Crown without any statement of purpose. 15
 - (6) The authorised person may grant a covenant to arrange for the later creation of 1 or more computer freehold registers for the property that is to be transferred to the DSP entity in accordance with **section 27**. 20
 - (7) Despite the Land Transfer Act 1952,—
 - (a) the authorised person may request the Registrar-General to register a covenant referred to in **subsection (6)** under the Land Transfer Act 1952 by creating a computer interest register; and 25
 - (b) the Registrar-General must register the covenant in accordance with **paragraph (a)**.
- 29 Application of other enactments to transfer of selected DSP property**
- (1) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to— 30
 - (a) the transfer of a selected DSP property in accordance with this Act; or
 - (b) any matter incidental to, or required for the purpose of, that transfer. 35
 - (2) The transfer of a selected DSP property in accordance with this Act—

- (a) does not limit section 10 or 11 of the Crown Minerals Act 1991; and
 - (b) does not affect other rights to subsurface minerals; and
 - (c) does not limit the rights and obligations of the Crown or a local authority in respect of geothermal energy and geothermal water (as both terms are defined in section 2(1) of the Resource Management Act 1991) under any enactment or rule of law; and 5
 - (d) is a disposition for the purposes of Part 4A of the Conservation Act 1987, except that sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition. 10
- (3) The Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a selected DSP property in accordance with this Act.
- (4) **Subsection (3)** is subject to **subsection (2)**. 15
- (5) The permission of a council under section 348 of the Local Government Act 1974 is not required to lay out, form, grant, or reserve a private road, private way, or right of way required by the deed of settlement in relation to a selected DSP property.

Part 3 20

Miscellaneous provisions

Certain protections no longer apply

- 30 Certain enactments do not apply**
- (1) The enactments listed in **subsection (2)** do not apply to any CNI forests land or any selected DSP property. 25
 - (2) The enactments are—
 - (a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975;
 - (b) sections 27A to 27C of the State-Owned Enterprises Act 1986;
 - (c) sections 211 to 213 of the Education Act 1989: 30
 - (d) Part 3 of the Crown Forest Assets Act 1989;
 - (e) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990.
 - (3) **Subsection (1)** is subject to **subpart 4 of Part 2**.

31 Removal of memorials

- (1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that identify (by reference to the relevant legal description, certificate of title, or computer register) each allotment that is— 5
- (a) CNI forests land; or
 - (b) part or all of a selected DSP Property transferred by the Crown to the DSP entity in accordance with **section 27**; or
 - (c) contained in a certificate of title or computer freehold register that has a memorial entered under any of the enactments referred to in **section 30(2)**. 10
- (2) The chief executive of LINZ must issue a certificate under **subsection (1)**,— 15
- (a) in the case of CNI forests land, as soon as is reasonably practicable after the settlement date; and
 - (b) in the case of a selected DSP property, as soon as is reasonably practicable after the relevant transfer date.
- (3) Each certificate must state that it is issued under this section.
- (4) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under **subsection (1)**,— 20
- (a) register the certificate against each certificate of title or computer freehold register identified in the certificate; and 25
 - (b) cancel, in respect of each allotment identified in the certificate, each memorial that, under an enactment referred to in **section 30(2)**, is entered on a certificate of title or computer freehold register in respect of that allotment. 30

Eligibility of Trust to become Māori authority

32 Trust must be treated as being eligible to become Māori authority

The Trust must be treated as being eligible, under section HF 2 (3)(e) of the Income Tax Act 2007, to make an election to become a Māori authority despite the Crown holding the Crown agreed proportion. 35

Consequential amendment

33 Consequential amendment to Treaty of Waitangi Act 1975

- (1) This section amends the Treaty of Waitangi Act 1975.
- (2) Schedule 3 is amended by inserting the following item in its appropriate alphabetical order:

5

Central North Island Forests Land Collective Settlement
Act **2008, section 7.**

Schedule 1
CNI forests land

ss 3, 4, 6, 11, 13(2)

Name of CNI forest	Legal description	Crown forestry licence computer register
Crater	1150.3500 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–2 DPS 59440 and Lot 1 DPS 63808	SA51D/850
Horohoro	1575.0040 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–2 DPS 62529, Lot 1–6 DPS 62530 and Lot 1 DPS 65986	SA70B/81
Kaingaroa Caves	5078.2430 hectares more or less situated in the Land Registration District of South Auckland, being Lot 2 DPS 55758, Part Lot 1 DPS 64349 and Lot 1–2 DPS 68046	132203
Kaingaroa Flaxy Creek	10706.0000 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–3 and Lot 6–8 DPS 65625	SA55B/500
Kaingaroa Headquarters	8904.6569 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–2 DPS 45072 and Lot 1 DPS 47429	SA52D/450
Kaingaroa Matea	20734.1680 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–7 DP 20756, Lot 8 DP 20757, Lot 9–12 DP 21389, Part Pukahumui No 2 Block DP 22305, Lot 16–17 DP 23613, Lot 18–19 DP 23614, Lot 20 DP 23615, Lot 4 DPS 54197, Lot 2 DPS 54742, Lot 3 DPS 54743, Lot 4 DPS 54744, Lot 5 DPS 54745, Lot 6 DPS 54746, Lot 1 DPS 55288, Lot 1 DPS 56447, Lot 1 DPS 65623 and Lot 6 DPS 65624	SA57B/1

Name of CNI forest	Legal description	Crown forestry licence computer register
Kaingaroa Northern Boundary	13377.2603 hectares more or less, situated in the Land Registration District of South Auckland, being Lot 1 DPS 45825, Lot 1 DPS 45827, Lot 1 DPS 45828, Lot 1-2 DPS 45829, Lot 1-2 DPS 53630, Lot 1 DPS 56572, Lot 1-3 DPS 57693, Lot 2 DPS 65988, Lot 1 DPS 67637, Section 2 SO 378328 and Section 3 SO 378328	SA60D/550
Kaingaroa Pukuriri	17173.3400 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1, 3, 4, 6 DPS 73202	SA56D/50
Kaingaroa Re-poroa	14318.908 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1 DPS 55758, Lot 1 DPS 45063, Lot 1 DPS 55285, Lot 1 DPS 55286, Lot 1 DPS 64818, Lot 1-2 DPS 55284, Lot 1 DPS 55287 and Lot 1 DPS 27452	SA57A/750
Kaingaroa Totara Block	5722.0000 hectares more or less situated in the Land Registration District of South Auckland, being Lot 3 DPS 45072	SA52D/400
Kaingaroa Waimaroke	22757.5770 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1-2 DPS 47428 and Lot 1 and Lot 3 DP 19572	SA52D/500
Kaingaroa Wairapukao	14545.0000 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1-2 DPS 47427	SA55B/450

**Central North Island Forests Land
Collective Settlement Bill**

Schedule 1

Name of CNI forest	Legal description	Crown forestry licence computer register
Kaingaroa Whirinaki	7489.4610 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–2 DPS 55244, Lot 1–3 DPS 55245, Lot 1 DPS 55243, Lot 1 DPS 53142, Lot 1–2 DPS 53893, Lot 1 DPS 57694 and Lot 1 DPS 63738	SA57A/60
Marotiri	165.5300 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1 DPS 63260	SA51D/900
Pureora South	1022.0000 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1 DPS 57144	SA54A/600
Taurewa	1322.1900 hectares more or less situated in the Land Registration District of Wellington, being Lot 1 DP 73295, Lot 1 DP 73296, Lot 1–2 DP 73297, Lot 1 DP 72521, Lot 1 DP 73779 and Lot 1 DP 74275	WN1300/18
Waimihia North	7160.2246 hectares more or less situated in the Land Registration District of South Auckland, being Part Lot 2 and Lot 5 DPS 73202, Lot 2–3 DPS 65321 and Lot 1 DPS 65322	SA56D/200
Waimihia South	16029.8617 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1 DPS 45580 and Lot 1 DPS 45581 and Section 1 SO 334404	SA55A/100
Waituhi	1178.8700 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–3 DPS 57168	SA51D/800

Name of CNI forest	Legal description	Crown forestry licence computer register
Whakarewarewa Highlands	1481.1260 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–2 DPS 57556, Lot 1 DPS 57557 and Lot 1–2 DPS 57558	SA67D/322
Whakarewarewa Tokorangi	290.0920 hectares more or less situated in the Land Registration District of South Auckland, being Lot 2–3 DPS 54801	SA60D/700
Whakarewarewa Waimangu	648.8000 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1 DPS 57559	SA55A/50
Whakarewarewa Whaka	3246.5890 hectares more or less situated in the Land Registration District of South Auckland, being Sections 1, 2, 3, 4 and 5 SO 388233	SA60D/750

Schedule 2

s 14

**Tikanga based resolution process for CNI
forests land**

- 1 Interpretation** 5
- (1) In this Schedule, **CNI Iwi Collective, company, Crown agreed proportion, Crown initial period, deed of settlement, and deed of trust** have the meanings given to them in **section 4**.
- (2) In this Schedule, **iwi** means an iwi of the CNI Iwi Collective. 10
- (3) Terms used, but not defined, in this Schedule have the same meaning as in the deed of settlement.
- 2 Principles of resolution process**
- (1) CNI forests land will be allocated to iwi on the basis of mana whenua and the agreements reached between iwi in a kanohi ki te kanohi process. 15
- (2) The CNI Iwi Collective is committed to the members of the Collective deciding upon the allocation of CNI forests land for themselves, on their own terms, answerable to one another.
- (3) The members of the CNI Iwi Collective acknowledge their commitment to a resolution process that— 20
- (a) enhances and promotes the mana and integrity of all iwi; and
- (b) is open and transparent; and
- (c) promotes whanaungatanga, manaakitanga, and kotahitanga amongst the iwi; and 25
- (d) recognises the desirability of post-settlement collaboration between them in the collective management of assets.
- (4) Allocation of CNI forests land will be to members of the CNI Iwi Collective only, or their nominees (acknowledging that it is up to members of the Collective whether they make their own internal arrangements with hapu or other entities). 30
- 3 Governance of process**
- (1) Each member of the CNI Iwi Collective will be represented by their governance entity in the resolution process. 35

- (2) The resolution process will be governed by the company and the governance entities, in their capacity as shareholders in the company.
- (3) The governance entities may amend the resolution process from time to time by unanimous resolution, passed in accordance with the procedures set out in the Trust Deed and Shareholders' Agreement of the company. 5
- (4) The company may appoint individuals or committees to undertake particular roles in relation to the resolution process.
- (5) The Crown appointed observer to the company is not entitled to attend meetings concerning the resolution process unless they are relevant to the Crown agreed proportion. 10
- (6) The resolution process will be run within set time frames for each stage, and be completed by 1 July 2011.
- 4 Stage 1: Identification of mana whenua interests: 1 July 2009 to 1 October 2009** 15
- (1) By 31 August 2009, each iwi will provide maps indicating the extent of their mana whenua interests over the CNI forests land. This determination is not constrained by the current legal boundaries of the Crown forest licence blocks. 20
- (2) The test of mana whenua is the mana that iwi traditionally held and exercised over the land, determined according to tikanga including, but not limited to, such factors as—
- (a) take whenua; and
- (b) demonstration of ahi kaa roa, ahi tahutahu, or ahi maataotao. 25
- (3) Evidence of mana whenua may be derived from whatever sources of knowledge that each iwi considers relevant, including—
- (a) oral korero, including whakapapa, waiata, and tribal history; and 30
- (b) written sources, including Native Land Court evidence and decisions, research reports, and other records.
- (4) The members of the CNI Iwi Collective will be provided with maps depicting the claims of all iwi. The maps will be confidential to the company and the iwi and may not be disclosed to third parties or used for any other purpose. 35

- (5) By 30 September 2009, the board of the company will identify—
- (a) the areas of CNI forests Land in which a particular iwi has exclusive mana whenua interests; and
 - (b) the extent to which there is agreement on allocation of particular areas of CNI forests land to particular iwi. Agreements must be in writing, signed by authorised representatives of the governance entities of each of the iwi that had claimed mana whenua interests; and
 - (c) areas of land for which agreement has not been reached, and the iwi that are claiming that land; and
 - (d) areas of land that the Crown has advised are or may be subject to claims by any other CNI claimant to the Crown agreed proportion.
- (6) The company will record in its draft allocation agreement the agreed allocations under **subclause (5)(a) and (b)**.
- (7) All land for which allocation is not agreed will be the subject of the Stage 2 process of negotiation between iwi kanohi ki te kanohi, provided that land that may be subject to the Crown agreed proportion cannot be included in the Collective's allocation agreement or proceed through the resolution process unless and until the Crown has confirmed that the land is not part of the Crown agreed proportion.
- 5 Stage 2: Kanohi ki te kanohi negotiation: 1 October 2009 to 30 June 2010**
- (1) Following Stage 1, iwi will embark on kanohi ki te kanohi negotiations with iwi with whom they have overlapping claims, to reach agreement on allocation of the land in question.
- (2) The process will be kanohi ki te kanohi between iwi:
- (a) the iwi involved will determine the tikanga that applies to the process; and
 - (b) the governance entity of each iwi will appoint their representatives to engage in the Stage 2 process; and
 - (c) the expectation is of korero rangatira (open principled trustworthy dialogue by rangatira with authority to commit their iwi); and

- (d) no expert advisors, including lawyers and historians, are permitted to participate directly in the kanohi ki te kanohi negotiations.
- (3) The iwi concerned in each process will endeavour to reach consensus on the allocation of the CNI forests land in question, having regard to the strength of the mana whenua interests. Innovative solutions that reflect tikanga, whanaungatanga, manaakitanga and kotahitanga, and the complexity of mana whenua interest could include, but are not limited to—
- (a) joint or multiple ownership as tenants in common, either divided in equal shares or proportionally according to the respective interests of the iwi; and
- (b) subdividing land and allocating the subdivided portions to each iwi; and
- (c) agreeing to “exchange” interests in more than 1 block, so that exclusive interests can be granted to each of the blocks; and
- (d) one iwi becoming the owner, but acknowledging the relationship of other iwi with the land in an agreed manner; and
- (e) agreeing not to transfer title of the land from the company, but acknowledging mana whenua interests in a manner agreed by the iwi.
- (4) Minutes of each hui will be taken and confirmed by the iwi participating.
- (5) Agreements reached during Stage 2 must be signed in writing by the authorised representatives of each iwi.
- (6) Throughout Stage 2, the company will obtain regular reports from iwi on the progress of negotiations, and consider whether it can facilitate the resolution of any disputes with the agreement of the iwi concerned.
- (7) The iwi involved in each kanohi ki te kanohi process may request the appointment of mediators to assist in the Stage 2 process, as set out in **clause 5(7) to (9)**.

- 6 Stage 3: Finalising Allocation Agreement: 1 July 2010 to 30 June 2011**
- (1) On completion of Stage 2, the company will record in its draft allocation agreement—
- (a) the agreements reached on allocation during Stage 2; 5
and
 - (b) any remaining areas of land for which agreement has not been reached.
- (2) The board of the company may only alter the agreements reached between iwi with the consent of the iwi concerned. 10
- (3) For remaining areas of dispute, the iwi involved in the dispute will decide whether to refer the dispute to—
- (a) mediation, to endeavour to reach agreement; or
 - (b) adjudication, in order to determine the dispute (whether or not mediation has been attempted first). 15
- (4) If the iwi involved in the dispute cannot reach agreement on which process to follow under **subclause (3)**, the board of the company will decide.
- (5) If agreement is not reached through mediation by 30 November 2010, then the dispute will be determined by adjudication. 20
- (6) Following determination of the dispute, the decision reached will be recorded in the allocation agreement.
- Mediation: to be completed by 30 November 2010*
- (7) The company may appoint 1 or more mediators to mediate the dispute between the iwi who— 25
- (a) should be fluent in te reo Māori, and have knowledge of, and be skilled in, Tikanga based dispute resolution; and
 - (b) must be independent of the dispute; and
 - (c) are nominated by the iwi concerned and are appointed with their consent. 30
- (8) The mediator will decide, in conjunction with the iwi concerned, the process to be followed in the mediation.
- (9) The mediator will not have power to determine the dispute, but may offer advice of a non-binding nature. 35

Adjudication: To be completed by 25 June 2011

- (10) If the dispute is referred to adjudication, the company will appoint an adjudication panel that comprises at least 3 members to determine the dispute. The company will have complete discretion to decide who the members of the panel should be, 5
subject to the following requirements:
- (a) the panel members must be fluent in te reo Māori, and be knowledgeable on matters of Tikanga, including in particular how mana whenua is held and exercised by iwi; and 10
 - (b) panel members must be independent of the dispute, and not be members of the iwi involved in the dispute.
- (11) The adjudication panel may seek legal advice on process, or legal or other expert advice on any other matter.
- (12) The adjudication panel will hear the claims of the iwi to the land at issue. 15
- (13) The adjudication panel will have complete discretion to determine the process and timetable for the hearing, subject to the following requirements:
- (a) the iwi will provide an agreed joint statement to the adjudication panel outlining the nature of the dispute; and 20
 - (b) each iwi will have the opportunity to provide a written submission to the adjudication panel stating their mana whenua interests and their position concerning the dispute; and 25
 - (c) the iwi involved will file written evidence; and
 - (d) each iwi claimant is entitled to a right of reply; and
 - (e) there is a right to question witnesses; and
 - (f) lawyers are not permitted to appear before the adjudication panel unless all parties agree; and 30
 - (g) a decision will be reached by 25 June 2011.
- (14) The adjudication panel will reach a decision on allocation of the land at issue, in accordance with the mana whenua test set out at **clause 4(2)**. The adjudication panel will have power 35
to—
- (a) allocate the land to 1 iwi; or
 - (b) allocate the land to more than 1 iwi in joint or multiple ownership as tenants in common in a block, either di-

- vided in equal shares or proportionally according to the respective interests of the iwi; or
- (c) subdivide the block and allocate the subdivided portions to individual iwi; or
 - (d) allocate the land to 1 iwi, but acknowledge the relationship of the other iwi with the land in a specified manner; or
 - (e) implement any other solutions proposed by 1 or more of the parties, subject to any modifications required by the adjudication panel.
- (15) A decision with reasons will be given. The decision of the adjudication panel will be final and binding on all the parties.

7 Allocation agreement

- (1) The board of the company will complete the allocation agreement by 1 July 2011.
- (2) The allocation agreement will be final and binding.
- (3) After 1 July 2011, on receiving a written request from a governance entity, the company will transfer the CNI forests land to that governance entity or nominee in accordance with the allocation agreement within a reasonable time, provided that—
 - (a) the Crown consents to the transfer, if the transfer is prior to the expiry of the Crown initial period; and
 - (b) the ongoing licence rentals from the land will continue to be paid to the company and distributed according to the agreed proportions until the final allocation date (as defined in the deed of trust). After the final allocation date, they will run with the land.
- (4) If for any reason aspects of the allocation agreement are not finalised, or are subject to litigation, that will not prevent transfer to iwi of CNI forests land for which final agreement has been reached.
- (5) If agreement is reached not to transfer areas of the CNI forests land, or iwi do not request a transfer in writing, then the company will retain title, subject to the vested beneficial entitlement of iwi in accordance with the allocation agreement and the provisions of the deed of trust.

Schedule 3
Percentages for allocation of rental
proceeds**ss 15, 18**

Iwi	Percentage (%)
Ngāi Tuhoe	27.2987
Ngāti Manawa	6.2378
Ngāti Tuwharetoa	26.8837
Ngāti Whakaue	3.7479
Ngāti Whare	4.8891
Raukawa	14.7452
The Affiliate Te Arawa Iwi/Hapu	16.1976

