

**AHURIRI HAPŪ**

and

**THE CROWN**

---

**AGREEMENT IN PRINCIPLE  
TO SETTLE  
HISTORICAL CLAIMS**

---

**19 December 2013**

## TABLE OF CONTENTS

1	BACKGROUND .....	3
2	AGREEMENT IN PRINCIPLE .....	5
3	HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY.....	6
4	SETTLEMENT .....	7
5	TE WHANGANUI Ā OROTU .....	10
6	CULTURAL REDRESS.....	16
7	FINANCIAL AND COMMERCIAL REDRESS .....	21
8	OVERLAPPING CLAIMS PROCESS.....	23
9	INTEREST AND TAX.....	24
10	NEXT STEPS.....	25
11	CONDITIONS .....	26
12	GENERAL .....	27
	SCHEDULES .....	34

### SCHEDULES

1. DEFINITIONS
2. SETTLEMENT TERMS
3. VALUATION PROCESS FOR POTENTIAL COMMERCIAL REDRESS PROPERTIES
4. VALUATION PROCESS FOR CROWN FOREST LAND
5. REDRESS
  - Overlay classification sites
  - Statutory areas
  - Deeds of recognition
  - Relationship Agreements
  - Ahuriri Station
  - Potential cultural redress properties
  - Financial and commercial redress amount
  - Potential commercial redress properties
  - Potential deferred selection properties
  - Potential RFR land
6. OVERLAPPING CLAIMS

### ATTACHMENTS

- A. AREA OF INTEREST
- B. TE WHANGANUI Ā OROTU MAP
- C. AHURIRI HAPŪ – STATUTORY ACKNOWLEDGEMENT AND DEED OF RECOGNITION AREAS

# 1 BACKGROUND

## Mandate and terms of negotiation

- 1.1 Ngā Hapū Tokowhitu, the seven hapū of Ahuriri (“Ahuriri Hapū”), mandated Mana Ahuriri Incorporated to negotiate with the Crown on a deed of settlement that acknowledges Crown breaches against Ahuriri Hapū, and settles the historical claims of Ahuriri Hapū.
- 1.2 The Crown recognised this mandate on 29 January 2010.
- 1.3 The mandated negotiators and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 22 June 2010.

## Te Kākano principles

- 1.4 For Ahuriri Hapū, Tāngata (people) and Papatūānuku (land and resources) are the priority focus in the planning of any development.
- 1.5 Tikanga are the values that must be applied.
- 1.6 Kawa is the process that must be applied.

### 1.7 Tāngata (People)

- 1.7.1 In the evolution of mankind, according to Māori and at the creation of Hineahuone (the first human being) the value and priority of people survived in this proverb:

- (a) *“Me ka ui mai koe he aha te mea nui o te ao, māku e kii atu ki a koe, He tāngata, He tāngata, He tāngata.”* “If one should ask what is the most important thing in this world you would respond, it is people, it is people, it is people.”

### 1.8 Papatūānuku (Our earth mother (Land and Resources))

- 1.8.1 In the evolution of mankind, according to Māori, Hineahuone (the first human being) was created from the clay (te oneone o Papatūānuku) and from the breath of Tāne (our first hongī).

- 1.8.2 The special relationship to Papatūānuku is based upon:

- (a) Humanity was created from Papatūānuku - our whāaea, our earth mother;
- (b) During our lifetime we are responsible for her care and development;
- (c) Papatūānuku in turn acknowledges her responsibility to nourish and nurture us during our lifetime; and

- (d) At death Papatūānuku assumes her final role to care for our “kōiwi” body for eternity – “te oneone ki te oneone” – dust to dust.

## 1.9 Tikanga (Values)

1.9.1 The core element of our tikanga is the spiritual significance of “tapu” and the need to acknowledge and value that “tapu” through the practice of “respect”.

1.9.2 As part of the creation of mankind, according to Māori, at the moment a mother conceives our creator implants his Wairua (spirit) in the womb of the mother. The baby and womb of the mother become “tapu”. This enactment is captured and has survived in two proverbs (whakatauaiki):

- (a) *Te whare tapu o te tangata* (the sacred birth place of generations); and
- (b) *Te tapu o te tangata* (the sanctity of people).

## 1.10 Kawa (Protocol)

1.10.1 Kawa is an everyday practice agreed to by people and groups sharing values, aspirations, and beliefs in the development of Tāngata or Papatūānuku.

### Redress and terms of settlement agreed

1.11 After a period of substantive negotiations the mandated body and the Crown have agreed, in principle, the redress and terms for the deed of settlement.

1.12 This agreement in principle records that agreement and concludes substantive negotiations of the redress contemplated in this agreement in principle.

### Approval and signing of this agreement in principle

1.13 Ahuriri Hapū have –

1.13.1 approved this agreement in principle; and

1.13.2 authorised Mana Ahuriri Incorporated to sign it on their behalf.

## 2 AGREEMENT IN PRINCIPLE

### 2.1 Ahuriri Hapū and the Crown agree –

- 2.1.1 that they have engaged in a period of intensive and substantive negotiations in developing and finalising this agreement in principle; and
- 2.1.2 that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle; and
- 2.1.3 to work together in good faith to develop, as soon as reasonably practicable, a deed of settlement based on this agreement in principle; and
- 2.1.4 the deed of settlement is to be signed by or on behalf of Ahuriri Hapū, the governance entity, and the Crown.

### 3 HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY

3.1 The deed of settlement is to include –

- 3.1.1 an agreed account of the historical relationship between Ahuriri Hapū and the Crown which will include but not be limited to the matters set out in Table 1; and
- 3.1.2 the Crown’s acknowledgement of its breaches of the Treaty of Waitangi referred to in the historical account; and
- 3.1.3 a Crown apology for those breaches of the Treaty of Waitangi.

**Table 1** – Headings for the Historical Account

1	The Ahuriri Hapū
2	Ahuriri Purchase (1851)
3	Loss of Te Whanganui ā Orotu
4	Further Crown purchases (1851-1866)
5	Native Land Court and the effects of the ‘ten owners’ rule (1866-1873)
6	Hawke’s Bay Commission (1873)
7	Subsequent land alienations (1873- )
8	Socio-economic consequences
9	Endowment Lands

## 4 SETTLEMENT

### Settlement of historical claims

- 4.1 The deed of settlement is to provide that, on and from the settlement date, -
- 4.1.1 the historical claims of Ahuriri Hapū are settled; and
  - 4.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
  - 4.1.3 the settlement is final.
- 4.2 The Crown acknowledges that, except as provided by the deed of settlement or the settlement legislation the provision of redress will not:
- 4.2.1 affect the ability for Ahuriri Hapū to have ongoing discussions with the Crown in relation to matters such as Wai 262 (including traditional knowledge and the ownership of flora and fauna);
  - 4.2.2 affect any rights of hapū in relation to water; or
  - 4.2.3 affect, in particular, any rights hapū may have in relation to aboriginal title or customary rights or any other legal or common law rights including the ability to bring a contemporary claim to water rights and interests.
- 4.3 The definitions of the historical claims, and of Ahuriri Hapū, are to be based on the definitions of those terms in schedule 1.

### Terms of settlement

- 4.4 The terms of the settlement provided in the deed of settlement are to be:
- 4.4.1 those in schedule 2; and
  - 4.4.2 any additional terms agreed by the parties.

### Redress

- 4.5 The deed of settlement is to provide for the redress agreed in this agreement in principle.

4.6 However, the deed of settlement will include –

4.6.1 redress contemplated by this agreement in principle only if any overlapping claim issues in relation to that redress have been addressed to the satisfaction of the Crown; and

4.6.2 a property that this agreement in principle 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.

4.7 If the Crown is unable to confirm any redress contemplated by this agreement in principle due to overlapping claims, the parties may discuss alternative redress so that the nature of the redress contemplated by this agreement in principle is maintained so far as that is possible, in the deed of settlement.

4.8 If any new redress is offered by the Crown in accordance with clause 4.7, Ahuriri Hapū acknowledge that clauses 4.6.1 and 4.6.2 apply to that redress.

#### **Transfer or vesting of settlement properties**

4.9 The settlement documentation is to provide that the vesting or transfer of:

4.9.1 a redress property or a purchased deferred selection property will be subject to –

- (a) any further identification and/or survey required;
- (b) Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise);
- (c) sections 10 and 11 of the Crown Minerals Act 1991; and
- (d) any relevant provisions included in the settlement documentation.

4.9.2 a redress property, will be subject to any encumbrance or right, in relation to that property, that the settlement documentation either –

- (a) describes as existing at the date of the deed of settlement; or
- (b) requires to be created on or before settlement date.

4.9.3 a purchased deferred selection property will be subject to any encumbrance or right, or obligation in relation to that property, that is either:

- (a) described in the disclosure information provided for that deferred selection property (and not varied during the pre-purchase period); or

- (b) entered into by the Crown during the pre-purchase period; or
- (c) required to be created under the settlement documentation on or before the settlement date.

4.10 If the parties identify any issues in relation to title, boundaries, access or the nature and extent of third party rights, the parties will discuss and agree on the resolution of those issues prior to deed of settlement or discuss how such matters may be reflected in the value attributed to that redress or the transfer value of the redress.

## 5 TE WHANGANUI Ā OROTU

### Te Whanganui ā Orotu

- 5.1 The following text is drawn from the traditions of Ahuriri Hapū.
- 5.2 Te Whanganui ā Orotu is a place of great significance to Ngā Hapū o Ahuriri and is central to the existence and identity of Ahuriri Hapū. It is named after the ancestor Te Orotu who was a descendent of the great explorer ancestor Māhutapoanui who is the very beginning of the Ahuriri Hapū people.
- 5.3 An important part of Te Oriori of the tīpuna Te Tahatu ō Te Rangi proclaims, *“Kia noho ai tāua he kāinga ā tō tīpuna a Whatumamoa i Heretaunga waiho e Te Orotu waiho kia Whatumamoa nōna te kiri pango e mau ia tāua nei.”* *“That we should dwell in the house of your ancestor Whatumamoa in Heretaunga abandoned by Te Orotu and left to Whatumamoa from whom comes the dark skin we inherit today.”*
- 5.4 Te Whanganui ā Orotu contained islands where people lived and or camped while on fishing expeditions, as well as wāhi tapu and urupā. Tapu Te Ranga is the recognised place of baptism. The pepeha by Tamatea Pōkaiwhenua expressed the importance of Te Whanganui ā Orotu as a mahinga kai:

*“Te kāroro tangi tararau mai i runga  
ō Tapu Te Ranga*

*“The seagulls continue their screeching  
cries above Tapu te Ranga*

*Te pātiki tahanui ō Otiere e*

*The thick sided flounders of Otiere*

*Te pāua pātōtō mai i runga o Tāhinga*

*The paua knocking on the rocks of  
Tāhinga*

*Te pūpū tangi mai i runga o  
Matakārohirohi e  
Te kiore pekenui ō Rimariki*

*The periwinkles crying on  
Matakārohirohi  
The high jumping rats of Rimariki*

*Te aruhe maomaoranui ō Pukekohu e”*

*The fern roots of Pukekohu in need of  
a lot of cooking”*

- 5.5 Ahuriri Hapū has a long and continuous history of settlement in Te Whanganui ā Orotu and this history is related in song and story, reciting the names of ancestors, kaitiaki and events.
- 5.6 It was coveted by others as an important food resource necessary for the survival of the people and indeed other living creatures.
- 5.7 Te Whanganui ā Orotu enjoys an elevated status and has its own mauri, wairua and spirituality. The Oriori of the Ngāti Māhu ancestress Te Whatu expresses eloquently the value placed on Te Whanganui ā Orotu as a mahinga kai. Te Whatu sang this to her grandson Te Iho o Te Rangi before his death at the battle of Te Iho o Te Rei in the early 1820s and to her son

Raukawa the father of Te Iho o Te Rangi. It was composed prior to the Treaty of Waitangi signing in 1840:

Kaea :

**E TAMA E MOE NEI E ARA KI RUNGA**

Roopu:

**Tahuri to taringa ko te korero o te pana  
Ehara e tama taua I te heke I a Taraia  
He Whenua tipu tonu  
He tangata tipu tonu  
He takere taua no roto o Heretaunga e**

1st Verse: Encourages Te Iho o Te Rangi to ignore and to disregard any korero of banishment. It reaffirms that in fact his people were not of the migration of Taraia. That they are the land and the land is them and that they are the principal people of Heretaunga.

Kaea:

**INA TE TANGATA E UI MAI KI A KOE**

Roopu:

**Nawai ra e kii atu e tama  
Na Tangaroanui a Te Kore  
Na Maikanui a Te Whatu  
Na Whakakehu ano  
Na Hamaitawhiti e**

2nd Verse: Confirms that should anyone ask of your origins then your reply should be that Tangaroanui is of Te Kore

Maikanui is of Te Whatu

Whakakehu is of Hamaitawhiti (who was the father of Te Orotu who in turn was the father of Whatumamoa).

Kaea:

**O TE OROTU ANO NA WHATUMAMOA**

Roopu:

**Na Tamaahuroa a Ruakukuru  
Nana te awa poka Hauhaupounamu  
A Hekepango ano  
Nana nga one ka takoto I runga o Moteo  
Kaore ra e rangona Tawhiri –Rourou  
Na Ruapirau Na Tapora ano e**

3rd Verse: Confirms that Whatumamoa is the son of Te Orotu and that the youngest son of Whatumamoa –Tamaahuroa had a son Ruakukuru who made the watercourse Hauhaupounamu and that it was Hekepango the son of Ruakukuru who laid “one” upon Moteo. (Hekepango was the son of Ruapirau) Tawhiri-Rourou did not hear of this it was Ruapirau and his son Tapora.

Kaea :

**NA NGAIOKAWA NANA TE PEPEHA**

Roopu:

**He Ngaio rakau e kitea e koe  
Tena he Ngaio Tangata e Whanake nei ano  
Oti tonu ake nei e**

4th Verse: It was Ngaiookawa who offered the proverb “You may see the Ngaio tree (in its growth) However the growth of the Ngaio tangata in its development is for a time specific.”

Kaea :

**NA TAITA-A-WAHIE NA TE AHUHU A-TE-UMURANGI**

Roopu :

**Te Maoro o te Rangi, Tamairakau –a-te Rangi  
Na Rangiwhakakemo te Mahukihuki-o-te-Rangi  
Ka puta korua e tama e**

5th Verse: Taita-a-wahie (Tamataita) was the son of Ngaiokawa of Ngati Ruapirau. Te Umurangi is the son of Te Ahuhu who was the husband of Te Hinu the daughter of Te Mateo of Ngati Mahu. Te Ahuhu was the father of Te Umurangi.

Kaea :

**E TAMA E TANGI NEI HE TANGI KAI PEA**

Roopu :

**Kaore nei e Tama he kainga kei o Tipuna I a taua  
Tena ka riro I nga wehewehenga a o Tipuna  
Ko Te Rerehu ko Tamanuhiri  
Ki runga ki Kawera**

6th Verse: My son you are crying, are you crying for food

There is no land that is ours they are the lands that were divided by your ancestors To Te Huhuti the side at Ruahine to Te Rerehu and Tamanuhiri at and upon Kawera.

Kaea:

**KO HINEAO ANO KI TONA TAURANGA KI TAWHITINUI**

Roopu:

**Ko Hinekai ano ki tona waiu ki Te Rotokare  
Ko Haumahuria ano ki ona wai e rua  
Ki Ohiwia ki Te Mokoparae e**

7th Verse: Hineiao to her landing place at Tawhitinui and Hinekai to her landing at Te Rotokare and Haumahuria to Ohiwia and Te Mokoparae.

Kaea:

**KAATI KA TAU MAI A TARAIA**

Roopu:

**Nga ngutuawa Kahawai kei Ngaruroro  
Ka whati mai o Tipuna  
I runga I te tahuna tapapa noa ai  
Hou he ra e ao ana  
Ka whakamanawa mai ki runga ki nga hiwi  
Nga uru rakau kei Ngatokorua a Houmea  
Kai tapu a tira e**

8th Verse: Taraia came to the river mouth at Ngaruroro renown for its Kahawai. Your ancestors were driven to the shingle banks and there squatted without right, a new day dawned, they took breathing time upon the hills and in the dense bush at Ngatokorua a Houmea at Puketitiri.

Kaea:

**EHARA E TAMA ENA**

Roopu:

**He Kaanga ahi kotahi**

**Kia horo te haere nga taumata**

**I Te Whanga I Te Poraiti**

**Ko te kainga tena**

**I pepehatia e o Tipuna e**

9th Verse: No my son this was land where once the fire burned that united all.

Go quickly to the land that is Te Whanga and Te Poraiti for that is the land in a proverb by your ancestors :

(Haka) **KO RUA TE PAIA KO TE WHANGA**

**HE KAINGA TO TE ATA**

**HE KAINGA KA AWATEA**

**HE KAINGA KA AHIAHI**

**E TAMA E**

“Te Whanga is the Storehouse that never closed, providing a:

Meal in the morning

Meal at noon

Meal in the evening my son.”

- 5.8 At the Native Land Court hearing in 1932 – 34 Raniera Ellison said, “Te Whanganui ā Orotu from time immemorial was a veritable garden owing to its fertility. It was truly a food supply area and has been so for ages. So greatly was it valued by Māori through the generations that songs were sung, poetry composed and dances created in praise of its productiveness. It was the most valuable part of the patrimony. Māori tradition and available evidence demonstrates that clearly in its original state, it was a freshwater area with a fair proportion of rich dry flats. The deepest portion of the water was around Te Pakake Pā. At the northern end of Te Whanganui ā Orotu are a number of important islands. Te Roro ō Kurī was extensively settled and that comprised of Ō Kahungūnu Pā, Otaia Pā, Otiere Pā, Pāhuru hūru Pā, Tapatukokata Pā. Six small sandbank islands, Matawhero, Awa Mauka, Tuteranuku, Tirowhangahē, Poroporo and Uruwiri were used as Urupā, kāinga and fishing camps.”
- 5.9 Before European settlement, the lagoon covered an area of about 9500 acres (3800 hectares) and was separated from the sea by a narrow sand and shingle bank or spit.
- 5.10 In 1998 the Waitangi Tribunal released its report regarding Te Whanganui ā Orotu (Te Whanga), or the Napier Inner Harbour, which is a central claim of the Ahuriri Hapū (Wai 55).
- 5.11 Acknowledgment of Kaitiaki status.
- 5.11.1 The Crown acknowledges that Te Whanganui ā Orotu and the islands in it were prized taonga of Ahuriri Hapū and remain valued today. In recognition of this the Crown has offered the redress set out in clauses 5.11– 5.24.
- 5.11.2 The settlement documentation will provide for an acknowledgement that recognises the role of Ahuriri Hapū as kaitiaki of Te Whanganui ā Orotu.
- 5.11.3 For the avoidance of doubt, the kaitiaki acknowledgment described in clause 5.11 does not have the effect of creating rights under the Marine and Coastal Area (Takutai Moana) Act 2011.

## **Kaitiaki Fund for Ahuriri Estuary**

- 5.12 The deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the sum of \$500,000 for the purpose of assisting Ahuriri Hapū and the governance entity to engage in management of the Ahuriri Estuary.

## **Ahuriri Station**

- 5.13 Ahuriri Station (the Station) is situated on the outskirts of Napier City. It forms part of the northern part of the Ahuriri district and the southern part of the Bay View area.
- 5.14 To the western part of the Station is the Ahuriri Lagoon which has ecological significance and some recreational value. On the other side of this lagoon is some cropping activity on the lower flats and lifestyle blocks on the hills above. The southeast corner is the Hawke's Bay Airport. Along the eastern boundary is State Highway 2 with approximately 98 hectares of swamp and salt marsh land adjoining this highway. On the other side of the highway is the Westshore and Bay View coastline.
- 5.15 The Crown has offered commercial and cultural redress over Ahuriri Station in recognition of the Ahuriri Hapū connection with Te Whanganui ā Orotu.
- 5.16 Subject to clause 4.6 the settlement documentation is to provide that –
- 5.16.1 the governance entity has a right of first refusal (**RFR**) in relation to Ahuriri Station as described in the redress schedule.
- 5.17 Ahuriri Hapū will have the option to convert this RFR to a deferred settlement period property prior to the initialling of the Ahuriri Hapū deed of settlement.
- 5.18 Mana Ahuriri Incorporated and the Crown acknowledge that part Ahuriri Station (south of Onehunga Road) includes an undefined area of cultural significance.
- 5.19 The parties propose that, subject to agreement with Landcorp Holdings Limited, the settlement documentation will declare the sites, Tapu Te Ranga and Roro-Ō-Kurī, to be described in the Ahuriri Hapū deed of settlement, as subject to a restrictive covenant.

## **Ahuriri Estuary Management**

- 5.20 The management of the Ahuriri Estuary will be based on the Te Kākano principles outlined in clauses 1.4 to 1.10.
- 5.21 The settlement documentation is to provide for the establishment of a permanent, stand-alone, multiparty, statutory committee (the Committee) in the settlement legislation for Ahuriri Hapū. It is envisaged that the Committee can have functions relating to:
- 5.21.1 analysing the health of the Estuary;
- 5.21.2 producing an estuary management plan, which would be lodged with relevant local authorities and the Department of Conservation;
- 5.21.3 communicating, promoting, advocating, advising, facilitating and coordinating; and
- 5.21.4 monitoring, evaluating and reporting on matters affecting the on-going health and well-being of the Estuary.

- 5.22 The deed of settlement will set out the Committee's:
- 5.22.1 purpose;
  - 5.22.2 functions;
  - 5.22.3 membership, providing for equal representation between Ahuriri Hapū and a grouping of the Department of Conservation and relevant local authorities; and
  - 5.22.4 the appointment process.

**Canoe Reserve Trust**

- 5.23 Following the signing of an agreement in principle, both parties will explore the transfer of the vesting of the traditional canoe landing from the Ahuriri Maori Executive Committee to the governance entity of Ahuriri Hapū.

**Hawke's Bay Airport Redress**

- 5.24 The settlement documentation is to provide that the governance entity has a right of first refusal over the Crown shareholding in Hawke's Bay Airport as set out in the redress schedule.

## 6 CULTURAL REDRESS

### General

- 6.1 All items of cultural redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 6.1.1 the Crown confirming that any residual overlapping claim issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and
  - 6.1.2 any other conditions specified in the redress schedule and set out in clauses 4.6, 4.8 and 10.2.

### Overlay classification

- 6.2 The deed of settlement is to provide for the settlement legislation to -
- 6.2.1 declare the sites described in the redress schedule as subject to an overlay classification; and
  - 6.2.2 provide the Crown's acknowledgement of a statement of Ahuriri Hapū's values in relation to the area; and
  - 6.2.3 require the New Zealand Conservation Authority, or a conservation board, -
    - (a) when considering a conservation document, in relation to the site, to have particular regard to –
      - (i) the statement of Ahuriri Hapū's values; and
      - (ii) the protection principles agreed by the parties; and
    - (b) before approving a conservation document, in relation to the site to –
      - (i) consult with the governance entity; and
      - (ii) have particular regard to its views as to the effect of the document on Ahuriri Hapū's values and the protection principles; and
  - 6.2.4 require the Director-General of Conservation to take action in relation to the protection principles; and
  - 6.2.5 enable the making of regulations by the Governor General on the recommendation of the Minister of Conservation and bylaws made by the Minister of Conservation, in relation to the area.

## **Statutory acknowledgement**

- 6.3 The deed of settlement is to provide for the settlement legislation to -
- 6.3.1 provide the Crown's acknowledgement of the statements by Ahuriri Hapū of their particular cultural, spiritual, historical, and traditional association with each of the areas described in the redress schedule as statutory areas, to the extent those areas are owned by the Crown; and
  - 6.3.2 require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement; and
  - 6.3.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area; and
  - 6.3.4 require relevant consent authorities to forward to the governance entity a copy of a resource consent authority notice under section 145(10) of the Resource Management Act 1991; and
  - 6.3.5 enable the governance entity, and any member of Ahuriri Hapū, to cite the statutory acknowledgement as evidence of the settling group's association with a statutory area.

## **Deeds of recognition**

- 6.4 The deed of settlement is to require that the Crown provide the governance entity with the deeds of recognition referred to in the redress schedule.
- 6.5 The deeds of recognition will relate to the statutory areas, to the extent those areas are owned and managed by the Crown.
- 6.6 A deed of recognition will require the Minister of Conservation and the Director-General of Conservation, or the Commissioner of Crown Lands, as the case may be, when undertaking certain activities within an statutory area, to -
- 6.6.1 consult the governance entity; and
  - 6.6.2 have regard to its views concerning Ahuriri Hapū's association with the statutory area as described in a statement of association.

## **Relationship Redress**

- 6.7 Relationship redress acknowledges and supports the aspirations of Ahuriri Hapū for greater relationships with central Crown agencies, local authorities and non-Crown organisations. The forms of the relationship redress are set out in the clauses 6.8 to 6.13.

### Partnership agreement with Minister of Conservation

- 6.8 The deed of settlement will provide for a partnership agreement, to be known as Te Kawa o Papa, with the Minister of Conservation, based on the principles outlined in clauses 1.4 to 1.10 and the applicable part of schedule 5.

### Relationship Agreement with the Ministry for the Environment

- 6.9 The Ministry for the Environment will work with Mana Ahuriri Incorporated following the signing of the agreement in principle to develop a Relationship Agreement that will include a commitment from the Ministry to meet with the Ahuriri Hapū governance entity on an annual basis to discuss a list of items agreed in advance by both parties.

### Protocols

- 6.10 The deed of settlement is to require that the responsible Minister issue the governance entity with the protocols referred to in Table 2 below.
- 6.11 A protocol will provide for the Crown's interaction with the governance entity in relation to specified matters.

**Table 2 – Protocols**

<b>Responsible Minister</b>	<b>Protocol</b>
Minister of Energy and Resources	Crown Minerals Protocol
Minister for Arts, Culture and Heritage	Arts, Culture and Heritage Protocol

### Letters of introduction

- 6.12 When an agreement in principle has been signed, the Crown will write letters of introduction to the following agencies and statutory bodies or any other agencies as agreed between Mana Ahuriri Incorporated and the Crown, to introduce Ahuriri Hapū before the deed of settlement:
- 6.12.1 Ministry of Justice;
  - 6.12.2 Ministry of Health;
  - 6.12.3 Ministry of Education;
  - 6.12.4 Ministry of Social Development;
  - 6.12.5 Ministry of Business, Innovation and Employment;
  - 6.12.6 New Zealand Police;

- 6.12.7 Ministry for Primary Industries;
- 6.12.8 Department of Internal Affairs;
- 6.12.9 Ministry for Culture and Heritage;
- 6.12.10 New Zealand Transport Agency; and
- 6.12.11 Fish and Game Council of New Zealand.

6.13 The purpose of the letters is to raise the profile of Ahuriri Hapū with those bodies. The text of the letters will be agreed between the mandated negotiators and the Crown and issued as soon as practicable after the establishment of the governance entity and before settlement date.

#### **Potential official geographic names**

- 6.14 The Crown will invite Mana Ahuriri Incorporated to develop a list of new and altered place name proposals for places within the area of interest for submission to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa, to be processed through the geographic Treaty names process. The Crown will then submit the list for consideration to the Board.
- 6.15 The deed of settlement is to provide for the settlement legislation to provide for each of the names listed in the deed to be the official geographic name of the feature, if the parties and New Zealand Geographic Board agree.

#### **Potential cultural redress properties**

- 6.16 Subject to clause 4.6 and clause 6.17, the deed of settlement is to provide that the settlement legislation will vest in the governance entity at the settlement date those properties in the redress schedule that the parties agree are to be cultural redress properties.
- 6.17 Ahuriri Hapū are able to choose from the listed potential cultural redress properties up to the agreed cultural redress value. If in so choosing the agreed cultural redress value may in fact be exceeded, and if the Crown agree to the cultural redress value being exceeded, the financial and commercial redress amount will be adjusted to take account of that excess accordingly.
- 6.18 Each cultural redress property will be vested in the governance entity on the basis provided in the redress schedule.

#### **Cultural redress generally non-exclusive**

- 6.19 The Crown may do anything that is consistent with the cultural redress contemplated by this agreement in principle, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

- 6.20 However, the Crown must not enter into another settlement that provides for the same exclusive redress to be provided to another party.

**Pouwhenua and interpretation panel funding**

- 6.21 The deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the sum of \$15,000 for the purpose of erecting pouwhenua or interpretation panels.
- 6.22 Following this agreement in principle, Mana Ahuriri Incorporated and the Crown will in good faith explore the identification of suitable sites for the location of these pouwhenua. These sites will be identified in the deed.

**Hawke's Bay Regional Planning Committee**

- 6.23 Ahuriri Hapū will be a member of the Hawke's Bay Regional Council Joint Planning Committee.

## **7 FINANCIAL AND COMMERCIAL REDRESS**

### **General**

- 7.1 All items of commercial redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 7.1.1 the Crown confirming that any residual overlapping claim issues in relation to any item of commercial redress have been addressed to the satisfaction of the Crown; and
  - 7.1.2 any other conditions specified in the redress schedule and set out in clauses 4.6, 4.8 and 10.2.

### **Financial and commercial redress amount**

- 7.2 The deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the financial and commercial redress amount being \$19,500,000.00 less –
- 7.2.1 the total of the market values (determined in accordance with the valuation processes in schedule 3 and schedule 4) of the properties that the deed of settlement provides are commercial redress properties to be transferred to the governance entity on the settlement date; and
  - 7.2.2 any adjustment necessary in accordance with clause 6.17.

### **Potential commercial redress properties**

- 7.3 Subject to clause 4.6 the deed of settlement is to provide that the Crown must transfer to the governance entity on the settlement date those of the properties described in the redress schedule as potential commercial redress properties that the parties agree are to be commercial redress properties. The commercial redress properties to be transferred by the Crown to the governance entity on the settlement date may include but are not limited to the properties described in the redress schedule as potential commercial redress properties.

### **Licensed Land and Leaseback Commercial Property**

- 7.4 If a commercial redress property to be transferred to the governance entity –
- 7.4.1 is licensed land, the settlement documentation is to provide -
    - (a) the licensed land is to
      - (i) cease to be Crown forest land upon registration of the transfer; and
      - (b) from the settlement date, the governance entity is to be, in relation to the licensed land, –

- (i) the licensor under the Crown forestry licence in relation to the licensed land; and
- (ii) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and
- (iii) entitled to the rental proceeds under the Crown forestry rental licence in relation to the licensed land since the commencement of the licence; and

7.4.2 is a leaseback commercial redress property, the deed of settlement is to provide the property is to be leased back by the governance entity to the Crown, from the settlement date, –

- (a) on the terms and conditions provided by a registrable ground lease for that property (ownership of the improvements remaining unaffected by the purchase) incorporated in the deed; and
- (b) at an initial annual rent determined or agreed in accordance with the valuation process in schedule 3 (plus GST, if any, on the amount so determined or agreed).

#### **Potential deferred selection properties**

7.5 Subject to clause 4.6 the deed of settlement is to provide that the governance entity may, for three years after the settlement date over core Crown properties and one year after the settlement date over properties held in the Office of Treaty Settlements landbank, purchase at a market value (determined under a valuation process specified in the deed) any or all of those of the properties described in the redress schedule as potential deferred selection properties that the parties agree are to be deferred selection properties.

#### **Right of First Refusal (RFR)**

7.6 Subject to clause 4.6 the settlement documentation is to provide that –

7.6.1 the governance entity has a right of first refusal (an **RFR**) in relation to a disposal by the Crown of any of the land described in the redress schedule as potential RFR land that the parties agree is to be RFR land if, on the settlement date, it is owned by the Crown; and

7.6.2 the RFR will apply for 173 years from the settlement date.

## 8 OVERLAPPING CLAIMS PROCESS

### Process for resolving overlapping claims

- 8.1 The Crown is ultimately responsible and accountable for the overall overlapping claims process and it must act in accordance with its Treaty obligations. The Crown –
  - 8.1.1 has a duty to act in good faith to other claimant groups (including those who have already settled with the Crown (the **settled groups**)) who have interests in Ahuriri Hapū's area of interest; and
  - 8.1.2 must ensure it actively protects the interests of other claimant and settled groups; and
  - 8.1.3 must avoid unreasonably prejudicing its ability to reach a fair settlement with other claimant groups in the future, while not unduly devaluing the settlement of other settled groups and with Ahuriri Hapū.
- 8.2 Following the signing of this agreement in principle, parties will work together with overlapping claimant and settled groups to resolve any final overlapping claims matters. If all avenues of engagement are exhausted and overlapping claims remain unresolved, the Crown may have to make a final decision. In reaching any decisions on overlapping claims, the Crown is guided by two general principles:
  - 8.2.1 the Crown's wish to reach a fair and appropriate settlement with Ahuriri Hapū without compromising the existing settlements of settled groups; and
  - 8.2.2 the Crown's wish to maintain, as far as possible, its capability to provide appropriate redress to other claimant groups and achieve a fair settlement of their historical claims.
- 8.3 The process for resolving remaining overlapping claims matters is set out in schedule 6.
- 8.4 Ahuriri Hapū further acknowledge that the Crown will apply additional policies in respect of the allocation of licensed land.

## 9 INTEREST AND TAX

### Interest

9.1 The deed of settlement is to provide for the Crown to pay to the governance entity, on the settlement date, interest on the financial and commercial redress amount, less any on-account payment,-

9.1.1 for the period –

(a) beginning on the date of this agreement in principle; and

(b) ending on the day before the settlement date; and

9.1.2 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.

9.2 The interest is to be -

9.2.1 subject to any tax payable; and

9.2.2 payable after withholding any tax required by legislation to be withheld.

### Tax

9.3 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.

9.4 The governance entity agrees that neither it, nor any other person, will claim with respect to the provision of Crown redress -

9.4.1 an input credit for GST purposes; or

9.4.2 a deduction for income tax purposes.

## 10 NEXT STEPS

### Disclosure information

- 10.1 The Crown will, as soon as reasonably practicable, prepare and provide to Ahuriri Hapū disclosure information in relation to –
- 10.1.1 each potential cultural redress property;
  - 10.1.2 each potential commercial redress property.

### Completion of outstanding matters

- 10.2 The parties will work together in good faith to agree, as soon as reasonably practicable, all matters necessary to complete the deed of settlement, including agreeing on or determining as the case may be -
- 10.2.1 the terms of –
    - (a) final text of the historical account; and
    - (b) Crown's acknowledgements and apology; and
  - 10.2.2 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
  - 10.2.3 the transfer values for the commercial redress properties (in accordance with the valuation processes in schedule 3 and schedule 4); and
  - 10.2.4 all other necessary matters.

### Development of governance entity and ratification process

- 10.3 The settling group will, as soon as reasonably practicable after the date of this agreement, -
- 10.3.1 and before the signing of a deed of settlement, form a single governance entity that the Crown is satisfied meets the requirements of clause 11.1.2(a); and
  - 10.3.2 develop a ratification process referred to clause 11.1.2(b) that is approved by the Crown.

## 11 CONDITIONS

### Entry into deed of settlement conditional

11.1 The Crown's entry into the deed of settlement is subject to –

11.1.1 Cabinet agreeing to the settlement and the redress; and

11.1.2 the Crown being satisfied Ahuriri Hapū has –

(a) established a governance entity that –

(i) is appropriate to receive the redress; and

(ii) provides, for Ahuriri Hapū, –

i. appropriate representation; and

ii. transparent decision-making and dispute resolution processes; and

iii. full accountability; and

(b) approved, by a ratification process approved by the Crown, –

(i) the governance entity to receive the redress; and

(ii) the settlement on the terms provided in the deed of settlement; and

(iii) signatories to sign the deed of settlement on Ahuriri Hapū's behalf.

### Settlement conditional on settlement legislation

11.2 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.

## 12 GENERAL

### Nature of this agreement in principle

- 12.1 This agreement in principle –
- 12.1.1 is entered into on a without prejudice basis; and
  - 12.1.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal; and
  - 12.1.3 is non-binding; and
  - 12.1.4 does not create legal relations.

### Termination of this agreement in principle

- 12.2 The Crown or the mandated negotiators, on behalf of Ahuriri Hapū, may terminate this agreement in principle by notice to the other.
- 12.3 Before terminating this agreement in principle, the Crown or the mandated negotiators, as the case may be, must give the other at least 20 business days notice of an intention to terminate.
- 12.4 This agreement in principle remains without prejudice even if it is terminated.

### Definitions

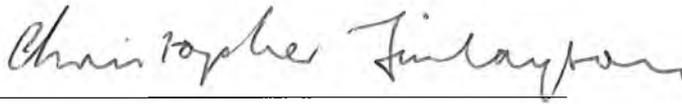
- 12.5 In this agreement in principle –
- 12.5.1 the terms defined in schedule 1 have the meanings given to them by that schedule; and
  - 12.5.2 all parts of speech, and grammatical forms, of a defined term have a corresponding meaning.

### Interpretation

- 12.6 In this agreement in principle -
- 12.6.1 headings are not to affect its interpretation; and
  - 12.6.2 the singular includes the plural and vice versa.
- 12.7 Provisions in –
- 12.7.1 the schedules to this agreement in principle are referred to as paragraphs; and
  - 12.7.2 other parts of this agreement are referred to as clauses.

**SIGNED** on

**SIGNED** for and on behalf of the Crown:

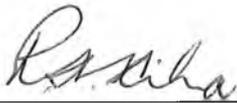


---

Hon Christopher Finlayson  
Minister for Treaty of Waitangi Negotiations



**SIGNED** for and on behalf of Ahuriri Hapū:



---

Ruruarau Heitia Hiha  
Kaumatua/Trustee



---

Piriniha Tuturu Prentice  
Deputy Chairman/Kaumatua/Negotiator/Trustee



---

Barry Allan Wilson  
Lead Negotiator/Trustee



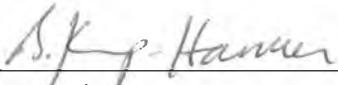
---

Joinella Mouru Patricia Maihi-Carroll  
Negotiator/Trustee



---

Terry Wilson  
Chairman



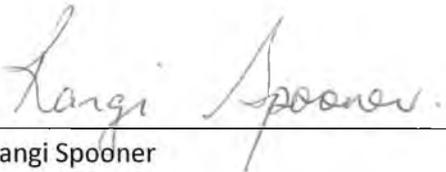
---

Beverley Kemp Harmer  
Secretary/Trustee



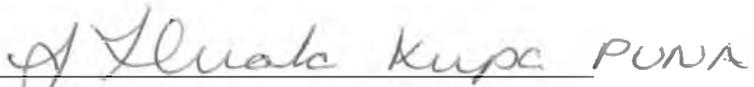
---

Evelyn Ratima  
Trustee



---

Rangi Spooner  
Trustee



---

Tania Huata Kupa  
Trustee

WHĀNAU AND HAPŪ MEMBER SIGNATURES FOR AGREEMENT IN PRINCIPLE

Awhakapa Ngāwhaka Hāhira  
P. R. Hicks  
[Signature]

HENARE POTHO.  
WIREMU POTHO.  
NAIRETI POTHO HOROMONA.

ALICE TAYLOR.  
DANNY TAYLOR.  
CORBAN TAYLOR.  
JACOB TAYLOR.  
Heita Hakiwai

[Signature]  
Susan Carr

[Signature]  
Ruh Qu Kuru

[Signature]  
D. Parson

[Signature] TE HŌKAI

[Signature]  
Ludovick  
HOKIWA

JANIS HAKIWA  
Lorraine Hika  
Reo Mathew

Mase Braun

WHĀNAU AND HAPŪ MEMBER SIGNATURES FOR AGREEMENT IN PRINCIPLE

Janet Te Awhinga Puna-Spooner

Arapera Riki - Whaitiri

Nesia Te Awhinga Puna-Williams

Hilary Prentice Porter

Aneka Prentice Porter

Punaora Ora Brown

Marama Tavela - Te Awhinga

Mary Akuhata Brown

Genele - Oliva Spina

Jelly Spina

Stevan  
Juni Gun

Olivia Simpkins

Alexis Simpkins

Sina Wilson Brown

Heather

Jessica Huata-Kupa

Larisa Huata

aku huata-kupa

Dylan Huata

Heather Courtney

WHĀNAU AND HAPŪ MEMBER SIGNATURES FOR AGREEMENT IN PRINCIPLE

~~Katrine Spooner~~

Kaylene Kani

Rosemarie Niha (Petane)

Rosemarie Pona (Tengoro)

Haerea Hokianga

Manukatea Hokianga

Kamairahiti Hokianga

W. Matangaro

Hobman

Alyna Hokianga

KARIEB MILLER

TE HŌKAI

David White

Jero 

Hinei Keti-Wairai

WHĀNAU AND HAPŪ MEMBER SIGNATURES FOR AGREEMENT IN PRINCIPLE

Donna Maria Saemaria Makeneta Kua.

Ramon Rye

P. Alopman

Tahuae Kahukia

Janice Keepa-Kahukua.

Elizabeth Katuna.

Hohepa Groover.

Mana Ford

J. Huata (Pua)

Melita Huata Pua

~~Gene Wilson~~

Mana

BRENDA  
HONAI

## SCHEDULES

# 1. DEFINITIONS

## Historical claims

1.1. The deed of settlement will provide that **historical claims** -

1.1.1. means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that the Ahuriri Hapū, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that -

- (a) is, or is founded on, a right arising -
  - (i) from the Treaty of Waitangi or its principles; or
  - (ii) under legislation; or
  - (iii) at common law, including aboriginal title or customary law; or
  - (iv) from fiduciary duty; or
  - (v) otherwise; and
- (b) arises from, or relates to, acts or omissions before 21 September 1992 -
  - (i) by, or on behalf of, the Crown; or
  - (ii) by or under legislation; and

1.1.2. includes every claim to the Waitangi Tribunal to which paragraph 1.1.1 applies that relates exclusively to Ahuriri Hapū or a representative entity, including the following claims:

- (a) Wai 400 – Ahuriri Block claim; and

1.1.3. includes every other claim to the Waitangi Tribunal to which paragraph 1.1.1 applies, so far as it relates to Ahuriri Hapū or a representative entity, including the following claims:

- (a) Wai 55 – Te Whanganui a Orotu/Napier Inner Harbour claim; and
- (b) Wai 168 – Tutaekuri River/Waiohiki lands claim; and
- (c) Wai 201 – Wairoa ki Wairarapa claims; and
- (d) Wai 299 – Confiscation of the Mohaka-Waikara Block claim; and

- (e) Wai 382 – Kaweka Forest Park claim; and
- (f) Wai 595 – Heretaunga Aquifer claim; and
- (g) Wai 692 – Napier Hospital Services claim; and
- (h) Wai 732 – Petane Block claim; and
- (i) Wai 852 – Kahungunu Petroleum claim; and
- (j) Wai 1232 – Ngāti Kere Heretaunga and Heretaunga and Tamatea Lands and Resources claim.

1.1.4. However, historical claims do not include the following claims -

- (a) a claim that a member of Ahuriri Hapū, or a whānau, hapū, or group referred to in paragraph 1.3.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in paragraph 1.3.1; or
- (b) a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 1.1.4(a).

1.2. The deed of settlement will, to avoid doubt, provide paragraph 1.1.1 is not limited by paragraphs 1.1.2 or 1.1.3.

### **Ahuriri Hapū**

1.3. The deed of settlement will provide that Ahuriri Hapū means -

- 1.3.1. the collective group composed of individuals who descend from one or more of the Ahuriri Hapū ancestors; and
- 1.3.2. every whānau, hapū, or group to the extent that it is composed of individuals referred to in paragraph 1.3.1, including:
  - (a) Ngāti Hinepare (through Hikateko);
  - (b) Ngāti Māhu (through Tumahuki);
  - (c) Ngāti Matepū (through Te Atawhaki and Te Putanga-Ō-Te Rangi);
  - (d) Ngāti Paarau (which includes Ngai Tahu Ahi) (through Hikawera II through Pitaka Te Ōtupeka, Tāreha Te Moananui);
  - (e) Ngāi Tāwhao (through Tāwhao, other than the descendants of Tahiwa (female));

- (f) Ngāti Tū (through Tukapua I); and
- (g) Ngāi Te Rūrūkū (through Whararakau and Te Hiku).

1.3.3. every individual referred to in paragraph 1.3.1.

1.4. The deed of settlement will provide, for the purposes of paragraph 1.3.1 -

1.4.1. a person is **descended** from another person if the first person is descended from the other by -

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Ahuriri Hapū tikanga (customary values and practices); and

1.4.2. **Ahuriri Hapū ancestor** means an individual who exercised customary rights by virtue of their being descended from:

- (a) Ngāti Hinepare (through Hikateko); or
- (b) Ngāti Mahū (through Tumahuki); or
- (c) Ngāti Matepū (through Te Atawhaki and Te Putanga-Ō-Te Rangi); or
- (d) Ngāti Paarau (which includes Ngai Tahu Ahi) (through Hikawera II through Pitaka Te Ōtupeka, Tāreha Te Moananui); or
- (e) Ngāi Tāwhao (through Tāwhao, other than the descendants of Tahiwa (female)); or
- (f) Ngāti Tū (through Tukapua I); or
- (g) Ngāi Te Rūrūkū (through Whararakau and Te Hiku); or
- (h) a recognised ancestor of any group referred to in paragraph 1.3.2 above; and
- (i) who exercised customary rights predominantly in relation to the area of interest at any time after 6 February 1840; and

1.4.3. **customary rights** means rights according to tikanga Māori (Māori customary values and practices) including -

- (a) rights to occupy land; and

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

#### **Other definitions**

1.5. In this agreement in principle –

**agreed cultural redress value** means the value for cultural redress vestings outlined in the letter from the Minister for Treaty of Waitangi Negotiations to Mana Ahuriri Incorporated on 19 November 2013; and

**arbitration commencement date**, in relation to the determination of the market value and/or market rental of a valuation property means:

- (a) in relation to a referral under paragraph 3.11.2 of the valuation process described in schedule 3 the date of that referral; and,
- (b) in relation to an appointment under paragraph 3.11.3 or 3.11.4 of the valuation process described in schedule 3, a date specified by the valuation arbitrator; and

**arbitration meeting**, in relation to the determination of the market value and/or market rental of a valuation property, means the meeting notified by the valuation arbitrator under paragraph 3.12.1 of the valuation process described in schedule 3; and

**area of interest** means the area identified as the area of interest in the attachment; and

**business day** means a day that is not –

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour day; or
- (c) if Waitangi Day or ANZAC Day falls on a Saturday or a Sunday, the following Monday;
- (d) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (e) a day that is observed as the anniversary of the province of –
  - (i) Wellington; or
  - (ii) Hawke's Bay; and

**commercial redress property** means each property described as a commercial redress property in the deed of settlement; and

**conservation document** means a national park management plan, conservation management strategy, or conservation management plan; and

**Crown** has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

**Crown forest land** has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

**Crown forestry land** has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

**Crown forestry licence** has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

**Crown forestry rental trust deed** means the trust deed made on 30 April 1990 establishing the Crown Forestry Rental Trust under section 34(1) of the Crown Forest Assets Act 1989; and

**Crown redress** -

- (a) means redress –
  - (i) provided by the Crown to the governance entity; or
  - (ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes any right of the governance entity under the settlement documentation –
  - (i) to acquire a deferred selection property; or
  - (ii) of first refusal in relation to RFR land; but
- (c) does not include
  - (i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property or RFR land; or
  - (ii) a deferred selection property or RFR land; or
  - (iii) any on-account payment made before the date of this deed or to entities other than the governance entity; and

**cultural redress** means the redress to be provided under the settlement documentation referred to in part 6; and

**cultural redress property** means each property described as a cultural redress property in the deed of settlement; and

**deed of settlement** means the deed of settlement to be developed under clause 2.1.2; and

**deferred selection property** means each property described as a deferred selection property in the deed of settlement; and

**disclosure information** means-

- (a) in relation to a redress property, the initial and further and final information provided by the Crown to the mandated body under clause 10.1; and
- (b) in relation to a deferred selection property, the disclosure information about the property the deed of settlement requires to be provided by the Crown to the governance entity; and

**encumbrance**, in relation to a property, means a lease, tenancy, licence, easement, covenant, or other right or obligation affecting that property; and

**financial and commercial redress** means the redress to be provided under the settlement documentation referred to in part 7; and

**financial and commercial redress amount** means the amount referred to as the financial and commercial redress amount in clause 7.2 and the redress schedule; and

**governance entity** means the governance entity to be formed by Ahuriri Hapū under clause 10.3.1; and

**Hawke's Bay Regional Council Joint Planning Committee** means the Joint Planning Committee that is proposed to be established by legislation; and

**initial annual rent**, in relation to a leaseback property, means the rent payable under the Crown leaseback from its commencement determined or agreed in accordance with schedule 3; and

**land holding agency**, in relation to a potential commercial redress property, a potential deferred selection property, or a potential RFR, means the department specified opposite that property in the redress schedule, as the case may be; and

**leaseback commercial redress property** means:

- (a) a potential commercial redress property that the redress schedule identifies as a leaseback property; or
- (b) a commercial redress property identified in the deed of settlement as a leaseback property; and

**leaseback property** means each leaseback commercial redress property and each leaseback deferred selection property; and

**licensed land** means a potential commercial redress property that the redress schedule identifies as licensed land, being Crown forest land that is subject to a Crown forestry licence but excluding –

- (a) all trees growing, standing, or lying on the land; and
- (b) all improvements that have been acquired by a purchaser of trees on the land or made, after the acquisition of the trees by the purchaser, or by the licensee; and

**Mana Ahuriri Incorporated** means the society of the same name incorporated on 6 April 2009 under the Incorporated Societies Act 1908, and which the Crown has recognised to hold the mandate to represent Ahuriri Hapū in negotiations to settle the historical claims as set out in the Terms of Negotiation between Mana Ahuriri Incorporated and the Crown signed on 22 June 2010; and

**mandated body** means Mana Ahuriri Incorporated; and

**mandated negotiators** means –

- (a) the following individuals:
  - (i) Ruruarau Heitia Hiha, Napier, Kaumatua;
  - (ii) Barry Allan Wilson, Havelock North, Lead Negotiator; and
  - (iii) Joinella Mouru Patricia Maihi-Carroll, Waimarama, Negotiator; and
  - (iv) Piriniha Tuturu Prentice, Hastings, Kaumatua/Negotiator; and

**market rental**, in relation to a property, has the meaning provided in the valuation instructions in appendix 1 to schedule 3; and

**market value**, in relation to a property, has the meaning provided in the valuation instructions in appendix 1 to schedule 3; and

**party** means each of Ahuriri Hapū and the Crown; and

**potential commercial redress property** means each property described as a potential commercial redress property in the redress schedule; and

**potential cultural redress property** means each property described as a potential cultural redress property in the redress schedule; and

**potential deferred selection property** means each property described as a potential deferred selection property in the redress schedule; and

**potential RFR land** means the land described as potential RFR land in the redress schedule; and

**protocol** means a protocol referred to in Table 2; and

**purchased deferred selection property** means each deferred selection property in relation to which the governance entity and the Crown are to be treated under the deed of settlement as having entered into an agreement for its sale and purchase; and

**redress** means the following to be provided under the settlement documentation –

- (a) the Crown’s acknowledgment and apology referred to in clause 3.1; and
- (b) the financial and commercial redress; and
- (c) the cultural redress; and

**redress property** means-

- (a) each cultural redress property; and
- (b) each commercial redress property; and

**redress schedule** means schedule 5; and

**registered valuer** means any valuer for the time being registered under the Valuers Act 1948; and

**representative entity** means a person or persons acting for or on behalf of Ahuriri Hapū; and

**restrictive covenant** means an agreement running with the land of which successive owners or lessees of that land are liable to the obligation set out under the agreement; and

**resumptive memorial** means a memorial entered on a certificate of title or computer register under any of the following sections:

- (a) 27A of the State-Owned Enterprises Act 1986; or
- (b) 211 of the Education Act 1989; or
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

**RFR** means the right of first refusal referred to in clause 7.6; and

**RFR land** means the land referred to as RFR land in the deed of settlement; and

**separate valuation property** means each potential commercial redress property that is to be separately valued; and

**settlement** means the settlement of the historical claims under the settlement documentation; and

**settlement date** means the date that will be defined in the deed of settlement and settlement legislation; and

**settlement document** means a document to be entered into by the Crown to give effect to the deed of settlement; and

**settlement documentation** means the deed of settlement and the settlement legislation; and

**settlement legislation** means the legislation giving effect to the deed of settlement; and

**settlement property** means -

- (a) each cultural redress property; and
- (b) each commercial redress property; and
- (c) each deferred selection property; and
- (d) any RFR land; and

**statement of association** means each statement of association referred to in clause 6.3.1 ; and

**statutory acknowledgement** means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 6.3.1 on the terms to be provided by the settlement legislation; and

**statutory area** means an area referred to in the redress schedule as a statutory area; and

**tax indemnity** means the indemnity to be provided in the deed of settlement under clauses 9.3 and 9.4; and

**transfer value**, in relation to a potential commercial redress property, means the amount payable by the governance entity for the transfer of the property determined or agreed in accordance with schedule 3; and

**Treaty of Waitangi** means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975; and

**valuation arbitrator**, in relation to a valuation property means the person appointed under paragraphs 3.3.2 or 3.4 of the valuation process described in schedule 3, in relation to the determination of its market value, and if applicable its market rental; and

**valuation date**, in relation to a potential commercial redress property, means the notification date in relation to the property.

## 2. SETTLEMENT TERMS

### Rights unaffected

- 2.1. The deed of settlement is to provide that, except as provided in the settlement documentation, the rights and obligations of the parties will remain unaffected.

### Acknowledgments

- 2.2. Each party to the deed of settlement is to acknowledge in the deed of settlement that –
- 2.2.1. the other parties have acted honourably and reasonably in relation to the settlement; but
  - 2.2.2. full compensation for Ahuriri Hapū is not possible; and
  - 2.2.3. Ahuriri Hapū intends their foregoing of full compensation to contribute to New Zealand's development; and
  - 2.2.4. the settlement is intended to enhance the ongoing relationship between Ahuriri Hapū and the Crown (in terms of the Treaty of Waitangi/Te Tiriti o Waitangi, its principles, and otherwise).
- 2.3. Ahuriri Hapū is to acknowledge in the deed of settlement that –
- 2.3.1. taking all matters into consideration (some of which are specified in paragraph 2.2), the settlement is fair in the circumstances; and
  - 2.3.2. the redress –
    - (a) is intended to benefit Ahuriri Hapū collectively; but
    - (b) may benefit particular members, or particular groups of members, of Ahuriri Hapū if the governance entity so determines in accordance with the governance entity's procedures.

### Implementation

- 2.4. The deed of settlement is to provide the settlement legislation will, on terms agreed by the parties (based on the terms in recent settlement legislation), –
- 2.4.1. settle the historical claims; and
  - 2.4.2. exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
  - 2.4.3. provide that certain enactments do not apply -

- (a) to a redress property, a purchased deferred selection property, or any RFR land; or
  - (b) for the benefit of Ahuriri Hapū or a representative entity; and
- 2.4.4. require any resumptive memorials to be removed from the certificates of title to, or the computer registers for, the settlement properties (including, in specified circumstances, from the title to a deferred selection property); and
- 2.4.5. provide that the rule against perpetuities and the Perpetuities Act 1964 does not apply to any settlement document; and
- 2.4.6. require the Secretary for Justice to make copies of the deed of settlement publicly available.
- 2.5. The deed of settlement is to provide –
  - 2.5.1. the governance entity must use its best endeavours to ensure every historical claim is discontinued by the settlement date or as soon as practicable afterwards; and
  - 2.5.2. the Crown may:-
    - (a) cease any land bank arrangement in relation to Ahuriri Hapū, the governance entity, or any representative entity, except to the extent necessary to comply with its obligations under the deed;
    - (b) after the settlement date, advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement.

### **3. VALUATION PROCESS FOR POTENTIAL COMMERCIAL REDRESS PROPERTIES – EXCEPT FOR AHURIRI STATION**

*Note: Unless otherwise agreed in writing between the relevant landholding agency and Ahuriri Hapū, the parties will enter into the following valuation process for potential commercial redress properties*

#### **A DETERMINING THE TRANSFER VALUE AND INITIAL ANNUAL RENT OF A PROPERTY**

##### **APPLICATION OF THIS SUBPART**

3.1 This subpart provides how the following are to be determined in relation to a potential commercial redress property that is a property:

3.1.1 its transfer value; and

3.1.2 if it is a leaseback property that is not a school site, its initial annual rent.

3.2 The transfer value, and if applicable the initial annual rent, are to be determined as at a date agreed upon in writing by the parties (the **notification date**).

##### **APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR**

3.3 The parties, in relation to a property, not later than [10] business days after the notification date:

3.3.1 must each:

(a) instruct a valuer using the form of instructions in appendix 1; and

(b) give written notice to the other of the valuer instructed; and

3.3.2 may agree and jointly appoint the person to act as the valuation arbitrator in respect of the property.

3.4 If the parties do not agree and do not jointly appoint a person to act as a valuation arbitrator within 15 business days after the notification date, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable.

3.5 The parties must ensure the terms of appointment of their respective registered valuers require the valuers to participate in the valuation process.

### **QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR**

- 3.6 Each valuer must be a registered valuer.
- 3.7 The valuation arbitrator –
  - 3.7.1 must be suitably qualified and experienced in determining disputes about –
    - (a) the market value of similar properties; and
    - (b) if applicable, the market rental of similar properties; and
  - 3.7.2 is appointed when he or she confirms his or her willingness to act.

### **VALUATION REPORTS FOR A PROPERTY**

- 3.8 Each party must, in relation to a valuation, not later than:
  - 3.8.1 [50] business days after the notification date, provide a copy of its final valuation report to the other party; and
  - 3.8.2 [60] business days after the notification date, provide its valuer's written analysis report to the other party.
- 3.9 Valuation reports must comply with the International Valuation Standards [2012], or explain where they are at variance with those standards.

### **EFFECT OF DELIVERY OF ONE VALUATION REPORT FOR A PROPERTY**

- 3.10 If only one valuation report for a property is delivered by the required date, the transfer value of the property, and if applicable its initial annual rent, is the market value and the market rental, as assessed in the report.

### **NEGOTIATIONS TO AGREE A TRANSFER VALUE AND INITIAL ANNUAL RENT FOR A PROPERTY**

- 3.11 If both valuation reports for a property are delivered by the required date:
  - 3.11.1 the parties must endeavour to agree in writing:
    - (a) the transfer value of the property; or
    - (b) if the property is a leaseback property that is not a school site, its initial annual rent;
  - 3.11.2 either party may, if the transfer value of the property, or if applicable, its initial annual rent, is not agreed in writing within [70] business days after the

notification date and if a valuation arbitrator has been appointed under paragraph 3.3.2 or paragraph 3.4, refer that matter to the determination of the valuation arbitrator; or

- 3.11.3 if that agreement has not been reached within the [70] business day period but the valuation arbitrator has not been appointed under paragraph 3.3.2 or paragraph 3.4, the parties must attempt to agree and appoint a person to act as the valuation arbitrator within a further [5] business days; and
- 3.11.4 if paragraph 3.11.3 applies, but the parties do not jointly appoint a person to act as a valuation arbitrator within the further [5] business days, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable; and
- 3.11.5 the valuation arbitrator, must promptly on his or her appointment, specify to the parties the arbitration commencement date.

#### **VALUATION ARBITRATION**

3.12 The valuation arbitrator must, not later than [10] business days after the arbitration commencement date, –

3.12.1 give notice to the parties of the arbitration meeting, which must be held –

- (a) at a date, time, and venue determined by the valuation arbitrator after consulting with the parties; but
- (b) not later than [30] business days after the arbitration commencement date; and

3.12.2 establish the procedure for the arbitration meeting, including providing each party with the right to examine and re-examine, or cross-examine, as applicable, –

- (a) each valuer; and
- (b) any other person giving evidence.

3.13 Each party must –

3.13.1 not later than 5pm on the day that is [5] business days before the arbitration meeting, give to the valuation arbitrator, the other party, and the other party's valuer –

- (a) its valuation report; and
- (b) its submission; and
- (c) any sales, rental, or expert evidence that it will present at the meeting; and

(d) attend the arbitration meeting with its valuer.

3.14 The valuation arbitrator must –

3.14.1 have regard to the requirements of natural justice at the arbitration meeting; and

3.14.2 no later than [50] business days after the arbitration commencement date, give his or her determination –

(a) of the market value of the property; and

(b) if applicable, of its market rental; and

(c) being no higher than the higher, and no lower than the lower, assessment of market value and/or market rental, as the case may be, contained in the parties' valuation reports.

3.15 An arbitration under this subpart is an arbitration for the purposes of the Arbitration Act 1996.

#### **TRANSFER VALUE AND INITIAL ANNUAL RENT FOR ALL PROPERTIES**

3.16 The transfer value of the property, and if applicable its initial annual rent, is:

3.16.1 determined under paragraph 3.10; or

3.16.2 agreed under paragraph 3.11.1; or

3.16.3 the market value and, if applicable, market rental determined by the valuation arbitrator under paragraph 3.14.2.

### **B GENERAL PROVISIONS**

#### **TIME LIMITS**

3.17 In relation to the time limits each party must use reasonable endeavours to ensure -

3.17.1 those time limits are met and delays are minimised; and

3.17.2 in particular, if a valuer or a valuation arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

#### **DETERMINATION FINAL AND BINDING**

3.18 The valuation arbitrator's determination under subpart A is final and binding.

## **COSTS**

- 3.19 In relation to the determination of the transfer value, and initial annual rent, of a property, each party must pay –
- 3.19.1 its costs; and
  - 3.19.2 half the costs of a valuation arbitration; or
  - 3.19.3 such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

## APPENDIX 1

[Valuer's name]

[Address]

### Valuation instructions

#### INTRODUCTION

[Settling group] and the Crown have entered into an agreement in principle to settle the settling group's historical claims dated [date] (the **agreement in principle**).

#### PROPERTY TO BE VALUED

[Settling group] have given the land holding agency an expression of interest in purchasing -

*[describe the property including its legal description]*

#### [PROPERTY TO BE LEASED BACK

If [settling group] purchases the property from the Crown as a commercial redress property under its deed of settlement, the governance entity will lease the property back to the Crown on the terms provided by the attached lease in (the **agreed lease**).

As the agreed lease is a ground lease, the ownership of the improvements on the property (the **Lessee's improvements**), remains unaffected by the transfer.]

#### AGREEMENT IN PRINCIPLE

A copy of the agreement in principle is enclosed.

Your attention is drawn to –

- (a) schedule [3]; and
- (b) the attached agreed lease of the property].

All references in this letter to subparts or paragraphs are to subparts or paragraphs of schedule [3].

A term defined in the agreement in principle has the same meaning when used in these instructions.

The property is a property for the purposes of part 6. Subpart A of schedule [3] applies to the valuation of properties.

## **ASSESSMENT OF MARKET VALUE REQUIRED**

You are required to undertake a valuation to assess the market value of the property [that is a school site in accordance with the methodology below] as at [date] (the **valuation date**).

[As the Lessee's improvements will not transfer, the market value of the property is to be the market value of its land (i.e. not including any Lessee's improvements).]

The [land holding agency][settling group][~~delete one~~] will require another registered valuer to assess the market value of the property [,and its market rental,] as at the valuation date.

The two valuations are to enable the market value of the property, [and its market rental,] to be determined either:

- (a) by agreement between the parties; or
- (b) by arbitration.

The market value of the property so determined will be the basis of establishing the "transfer value" at which [settling group] may elect to purchase the property as a commercial redress property under, plus GST (if any).

The transfer value is used to determine the initial annual rent based on an agreed rental percentage of the agreed transfer value, determined in accordance with the Crown leaseback (plus GST, if any, on the amount so determined).

## **[ASSESSMENT OF MARKET RENTAL REQUIRED**

You are also required to assess the market rental (exclusive of GST) for the property, as at the valuation date, being the rental payable from the commencement of the agreed lease.

The market rental for the property is to be the market rental payable under the agreed lease, being a ground lease. So it will be the rent payable for its land (i.e. excluding any Lessee's improvements).]

## **VALUATION OF PROPERTY**

You must, in relation to a property:

- (a) before inspecting the property, determine with the other valuer:
  - (i) the valuation method or methods applicable to the property; and
  - (ii) the comparable sales[, and comparable market rentals if the property is not a school site,] to be used in determining the market value of the property [and its market rental if the property is not a school site]; and

- (b) inspect the property, where practical, together with the valuer appointed by the other party; and
- (c) attempt to resolve any matters or issues arising from your inspections and input assumptions; and
- (d) by not later than [30] business days after the valuation date prepare, and deliver to us, a draft valuation report; and
- (e) by not later than [45] business days after the valuation date:
  - (i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and
  - (ii) deliver a copy of your final valuation report to us; and
- (f) by not later than [55] business days after the valuation date, prepare and deliver to us a written analysis of both valuation reports to assist in the determination of the market value of the property [and its market rental if the property is not a school site]; and
- (g) by not later than [65] business days after the valuation date, meet with the other valuer and discuss your respective valuation reports and written analysis reports with a view to reaching consensus on the market value [and its market rental if the property is not a school site]; and
- (h) if a consensus on market value [and its market rental if the property is not a school site] is reached, record it in writing signed by you and the other valuer and deliver it to both parties; and
- (i) participate in any meetings, including any peer review process, as required by us and the other party to agree the market value of the property [and its market rental if the property is not a school site]; and
- (j) if a review valuer has been appointed by parties, you must within 5 business days of receipt of the review valuer's report, review your market valuation report, taking into account the findings of the review valuer, and provide us with a written report of your assessment of the market value of the property; and
- (k) participate in any arbitration process required under subpart A to determine the market value of the property [and its market rental if the property is not a school site].

#### **REQUIREMENTS OF YOUR VALUATION**

Our requirements for your valuation are as follows.

You are to assume that –

- (a) the property is a current asset and was available for immediate sale as at the valuation date; and

- (b) all legislative processes that the Crown must meet before disposing of the property have been met.

Your valuation is –

- (a) to assess market value on the basis of market value as defined in the current edition of the Australia and New Zealand Valuation and Property Standards [2009] and International Valuation Standards [2012]; and
- (b) to take into account –
  - (i) any encumbrances, interests, or other matters affecting or benefiting the property that were noted on its title on the valuation date[; and
  - (ii) the terms of the agreed lease]; and
  - (iii) the attached disclosure information about the property that has been given by the land holding agency to the settling group, including the disclosed encumbrances; and
  - (iv) the attached terms of transfer (that will apply to a purchase of the property by the governance entity); but
- (c) not to take into account a claim in relation to the property by or on behalf of the settling group[; and
- (d) in relation to the market rental for the property, to be on the basis of a willing lessor and a willing lessee, in an arm's length transaction, the parties having acted knowledgeably, prudently, and without compulsion].

#### **REQUIREMENTS FOR YOUR VALUATION REPORT**

We require a full valuation report in accordance with the current edition of the Australia and New Zealand Valuation and Property Standards [2009] and International Valuation Standards [2012], including -

- (a) an executive summary, containing a summary of –
  - (i) the valuation; and
  - (ii) [the market rental; and]
  - (iii) the key valuation parameters; and
  - (iv) the key variables affecting value; and
- (b) a detailed description, and a clear statement, of the land value; and

- (c) a clear statement as to any impact of –
  - (i) the disclosed encumbrances[; and
  - (ii) the agreed lease]; and
- (d) details of your assessment of the highest and best use of the property; and
- (e) comment on the rationale of likely purchasers[, and tenants,] of the property; and
- (f) a clear identification of the key variables which have a material impact on the valuation; and
- (g) full details of the valuation method or methods; and
- (h) appendices setting out –
  - (i) a statement of the valuation methodology and policies; and
  - (ii) relevant market and sales information.

Your report must comply with the minimum requirements set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation, and other relevant standards, insofar as they are consistent with subpart A.

You may, with our prior consent, obtain specialist advice, such as engineering or planning advice.

#### **ACCEPTANCE OF THESE INSTRUCTIONS**

By accepting these instructions, you agree to comply with these instructions and, in particular, not later than:

- (a) [30] business days after the valuation date, to prepare and deliver to us a draft valuation report; and
- (b) [45] business days after the valuation date, to:
  - (i) review your draft valuation report after taking into account any comments made by us or a peer review of the report obtained by us; and
  - (ii) deliver a copy of your final valuation report to us; and
- (c) [55] business days after the valuation date, to prepare and deliver to us a written analysis of both valuation reports; and
- (d) [65] business days after the valuation date, to meet with the other valuer to discuss your respective valuation reports and written analysis reports.

## **ACCESS**

[You should not enter on to the property without first arranging access through the [**landholding agency**] [**give contact details**].]

## **OPEN AND TRANSPARENT VALUATION**

The parties intend this valuation to be undertaken in an open and transparent manner, and for all dealings and discussions to be undertaken in good faith.

In particular, you must:

- (a) copy any questions you have or receive with regard to the valuation, together with the responses, to the settling group, the land holding agency, and the other valuer: and
- (b) make all reasonable attempts throughout this valuation process to resolve differences between you and the other valuer before delivering a copy of your final valuation report to us.

Yours faithfully

[**Name of signatory**]

[**Position**]

[**Settling group/Land holding agency**][**delete one**]

## 4. VALUATION PROCESS FOR CROWN FOREST LAND

### Valuation Process

#### Agreement between

The Crown acting through Land Information New Zealand

“The Crown”

AND

“The Claimant”

#### Definitions and Interpretation

1 In this valuation process, unless the context otherwise requires:

**Arbitration** means Arbitration under the Arbitration Act 1996;

**Arbitration Commencement Date** means the next business day after the expiration of time period referred to in paragraph 17 or 19;

**Arbitrator** means a person appointed under paragraph 6;

**Business Day** means the period of 9am to 5pm on any day other than:

- a. Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, Labour Day, and Waitangi Day;
- b. a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- c. the days observed as the anniversaries of the provinces of Wellington and Hawke’s Bay.

**Crown Forest Land** means the licensed Crown forest land to which this valuation process applies;

**Market Value** is the estimated amount, exclusive of GST, at which the licensor’s interest in the Crown Forest Land might be expected to exchange on the Valuation Date, between a willing buyer and a willing seller, in an arms’ length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion;

**Principals** mean the Crown and the Claimant;

**Registered Valuer** means any valuer for the time being registered under the Valuers Act 1948;

**Valuation Commencement Date** means the date by which disclosure has been provided by the Crown to the Claimant as outlined in Paragraph 2 of the Valuation Process;

**Valuation Date** means the delivery date of the Valuers' final valuation reports;

**Valuation Exchange Date** means the next Business Day after the expiration of 70 Business Days commencing on the Valuation Commencement Date;

**Valuation Report** means the valuation report prepared by either Valuer for their respective Principals in accordance with this valuation process; and

**Valuer** means any Registered Valuer with experience in the valuation of commercial forest land in New Zealand, appointed by either the Crown or the Claimant under paragraph 3 to take part in this valuation process.

#### **Preliminary steps**

- 2 The Crown will, within 20 Business Days of the Claimant notifying the Crown that they are able to proceed with this process, give all material information that relates to the Crown Forest Land of which Land Information New Zealand is aware. This includes all information able to be obtained by the Crown under the provisions of the licence, having inspected its records but not having undertaken a physical inspection of the Crown Forest Land or made enquiries beyond Land Information New Zealand records.
- 3 Within 7 Business Days of the Claimant notifying the Crown that they are able to proceed with this process, the Principals shall each:
  - a. appoint a Registered Valuer in accordance with this valuation process; and
  - b. give notice to the other of the identity of the Registered Valuer.
- 4 The Principals shall ensure that the terms of appointment of their respective Valuers require them to participate in the process in accordance with the terms set out in this valuation process.
- 5 The Principals shall send the appended instructions to their respective Valuers within 5 Business days of the notice given to the other of the identity of each Valuer.
- 6 The Principals shall jointly appoint an Arbitrator who is qualified and experienced in valuing assets similar to Crown Forest Land and is a member of the Arbitrators' and Mediators' Institute of New Zealand Incorporated. The appointment is made once the appointee has confirmed in writing that they will provide the required service in accordance with this valuation process. This appointment is to be made no later than 20 Business Days from when this valuation process is agreed.
- 7 If no appointment has been made within the time period specified in paragraph 6, the Crown shall, within 5 Business Days, request that the President of the Arbitrators' and Mediators' Institute of New Zealand Incorporated make such an appointment.

#### **Parameters for the Valuation Assessments**

- 8 Both Valuers must undertake a joint inspection of the Crown Forest Land in sufficient time to enable compliance with paragraph 9.
- 9 The Valuers are to provide a letter within 30 Business Days from the Valuation Commencement Date detailing their agreement on the base parameters and input assumptions, and outlining any points of difference and their impacts. Any changes following this agreement are to be discussed and agreed to by both Valuers. The Principals are to be advised of these changes. The allotted time of 30 Business Days also provides for both Valuers to agree between themselves any additional advice required to assist the

valuation assessment e.g. Resource Management advice on subdivision potential of the land if this is determined to be the highest and best use.

#### **Initial Meeting**

- 10 The appointed Valuers shall each prepare a Valuation Report which includes their respective assessments of Market Value. The Valuers shall meet with each other to discuss their respective assessments and any major points of difference, and shall raise any questions regarding those points of differences within 50 Business Days from the Valuation Commencement Date. Following this meeting the Valuers are to review their reports and amend if required.
- 11 In the event that the final assessment of market value is disclosed in the meeting outlined in paragraph 10, the Valuers are to hold this information in confidence.

#### **Exchange of Valuation Reports**

- 12 The Principals shall deliver copies of their Valuation Reports to each other no later than the Valuation Exchange Date.
- 13 If either of the Principals fail to deliver their Valuation Report to each other by the Valuation Exchange Date, then the assessment of the Market Value contained in the Valuation Report provided by that other Principal (by the Valuation Exchange Date) will be the Market Value.

#### **Presentation of Valuation Reports**

- 14 The Principals agree to meet, together with their respective Valuers, no later than 7 Business Days from the Valuation Exchange Date for the Valuers to present their respective Valuation Reports and respond to any questions raised by either Principal.

#### **Parameters to agree Market Value**

##### *Difference in assessment of Market Value is 20% or greater*

- 15 If the difference in the assessment of Market Value in the Valuation Reports is 20% or greater, the Principals are to refer the reports to peer review.
- 16 Within 15 Business days of the Valuation Exchange Date, the Principals are to agree and appoint a joint peer reviewer. If the Principals are unable to agree on a joint peer reviewer, each Principal shall appoint a peer reviewer. The peer reviewer must be a Registered Valuer.
- 17 The peer reviewer/s shall provide a detailed report on both valuation reports within 20 Business Days of being appointed, and supply to both the Principals and the Valuers.
- 18 The Valuers shall, within 7 business days of receiving the last peer review report, review their respective assessments and notify their respective Principals of any change. The next business day after the expiration of the 7 Business Days, the Principals shall provide to each other their revised assessment of Market Value.
- 19 If the Valuers are able to provide a revised assessment of Market Value to the Principals which brings the difference in valuations to less than 20%, the negotiations will be referred to paragraph 20. However, if at the end of 10 Business Days the difference is still greater than 20% and the Principals are unable to agree to a Market Value, the Valuation Reports will be referred to Arbitration as set out in paragraphs 22-27 for determination of Market Value.

##### *Difference in assessment of Market Value is less than 20%*

- 20 If the difference in the assessment of Market Value in the Valuation Reports is less than 20%, the Principals will meet within 20 Business Days from the Valuation Exchange Date and endeavour to agree a Market Value. This may result in a number of negotiation meetings held within the 20 Business Days following the Valuation Exchange Date.
- 21 If at the end of the time period referred to in paragraph 20, the Principals are unable to agree a Market Value, the Valuation Reports will be referred to Arbitration as set out in paragraphs 22-27 for determination of Market Value.

#### **Arbitration Process and Determination of Disputed Values**

- 22 The Arbitrator shall promptly give notice of a hearing to be attended by the Principals and their respective Valuers, at a venue and time to be decided by the Arbitrator after consultation with the Principals, and having regard to their obligation under paragraph 23 but no later than 10 Business Days from the Arbitration Commencement Date.
- 23 The Principals shall by no later than 5.00 pm, on the 5th Business Day prior to the date of the hearing give to the Arbitrator (and each other), their respective Valuation Reports and any submission or expert evidence based on that information which the Principals intend to present at the meeting.
- 24 At the hearing, the Arbitrator shall establish a procedure giving each Principal the right to examine, cross examine and re-examine the Valuers and other experts appointed by the Principals in relation to the information provided to the Arbitrator, and will otherwise have regard to the requirements of natural justice in the conduct of the hearing.
- 25 The Arbitrator shall hold the hearing and give his or her determination of the Market Value within 30 Business Days of hearing date. That determination shall not be outside the range between the assessment of Market Value contained in the Crown's Valuation Report and in the Claimant's Valuation Report.
- 26 The Market Value for the Crown Forest Land shall be the Arbitrator's determination of the Market Value.
- 27 The determination of the Arbitrator shall be final and binding on the Principals.

#### **General provisions**

- 28 The Principals shall each bear their own costs in connection with the processes set out in this valuation process. The costs of the Arbitrator and the costs of the hire of a venue for the hearing referred to in paragraphs 22-25 shall be shared equally between the Principals. However, in appropriate cases, the Arbitrator may award costs against the Crown or the Claimant where the Arbitrator considers that it would be just to do so on account of unreasonable conduct.
- 29 The Principals each acknowledge that they are required to use reasonable endeavours to ensure the processes set out in this valuation process operate in the manner, and within the timeframes, specified in this valuation process.
- 30 If the processes set out in this valuation process are delayed through any event (such as the death, incapacity, unwillingness or inability to act of any Registered Valuer or the Arbitrator) the Principals shall use reasonable endeavours and co-operate with each other to minimise the delay.
- 31 The Market Value of the property must be updated, using an agreed valuation process, in the event that a Deed of Settlement is initialled or signed more than 12 months after the Valuation Date, or more than 18 months after the Valuation Date where valuations are set before the Agreement in Principle. An updated Market Value of the property is not required if agreement on the Market Value is reached between the Principals.

## INSTRUCTIONS TO VALUERS FOR LICENSED

### CROWN FOREST LAND

#### INTRODUCTION

The Agreement in Principle for the Settlement of [ ] (the "AIP") provides the opportunity for the claimants to acquire the licensor's interest in the Crown Forest Land that is subject to the [ ] Crown forestry licence (the "Crown Forest Land").

The valuation of the licensor's interest in the Crown Forest Land is to be undertaken in the context of the AIP between the Crown and [ ]

The licensor's interest is the interest as proprietor of that land and is to be assessed on the basis that the Crown Forest Land will transfer as a result of a deemed recommendation from the Waitangi Tribunal and that the restrictions of the Crown Forest Assets Act 1989 such as prohibition on sale no longer apply (i.e. the licensor is assumed to be the claimants, not the Crown, for the purpose of the valuation).

The principals, being the Crown (acting through Land Information New Zealand in respect to valuations) and the claimant, wish to obtain market valuations for specified part of the Crown Forest Land available for selection.

#### REQUIREMENTS

1. Any transfer of the Crown Forest Land to the claimants would be deemed to be the result of a recommendation from the Waitangi Tribunal under section 8HB of the Treaty of Waitangi Act 1975. This would trigger the relevant sections of Part II of the Crown forestry licences.
  
2. The Crown forest land is to be valued as though:
  - a. a computer freehold register (CFR) can be issued (a possible delay of up to 5 years) for the land to be valued and is subject to and together with the encumbrances identified in the disclosure data together with any subject and appurtenant easements arising from consultation under Section 17.4.1 of Part IIC of the Crown forestry licence;
  
  - b. the land will transfer subject to the Crown forestry licence;
  
  - c. the termination period of the licence will begin on 30 September following the giving of the termination notice (assumed to be 30 September 20XX);
  
  - d. [where a whole Crown forestry licence is offered to Iwi, the provisions of Section 14.2 and Part IIB (Section 16) of the licence will apply to the land;] or [where part of a Crown forestry licence

is offered to Iwi, the provisions of Section 14.3 and Part IIC (Section 17) of the licence will apply to the land;]

- e. [where part of a Crown forestry licence is offered to Iwi, the Crown will be responsible for carrying out and completing the survey necessary to define the boundaries between the part selected and the balance of the licensed land together with any reciprocal easements arising from consultation under Section 17.4.1 of Part IIC of the Crown forestry licence before a CFR can issue. This process may take up to 5 years to complete;] and
- f. New Zealand Units (NZU) will not transfer with the land (due to NZUs being dealt with separately from settlement redress).

3. Each valuer is required:

- to provide a valuation report as at [ ] (the “Valuation Date”);
- to provide the market value of the licensor's interest (as described in paragraph 4 below) clearly setting out how this was determined.

4. The value required is the market value being the estimated amount, exclusive of GST, at which the licensor's interest in the Crown Forest Land might be expected to exchange, on the Valuation Date, between a willing buyer and a willing seller, in an arm's length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion.

5. Both valuers are to jointly, at times to be agreed between them and the licence holders:

- inspect the properties; and
- inspect the sales information and its supporting evidence.

6. Before the valuation reports are prepared, in accordance with clause 9 of the Valuation Process document, the valuers are to reach agreement on:

- a list of comparable sales to be used in determining the value of the Crown Forest Land;
- the geographic extent and relevant matters concerning the licensor's interest in the Crown Forest Land;

- the base information on current rentals paid along with other market rental evidence; and
- the base information or inputs into a formula for assessing future rentals to take account of the return provisions in the Crown forestry licence.

7. Each valuation report provided by a valuer shall:

- include an assessment of the market value as at the Valuation Date, identifying and explaining the key issues affecting value, if any;
- For the avoidance of doubt set out any assumptions on which the valuation is based, including:
  - Impact of comparable sales analysis in relation to land subject to Crown forestry licences;
  - The impact of the provisions of the Emissions Trading Scheme and Kyoto Protocol (and/or any other agreements and legislative provisions relating to climate change);
  - Terms and conditions of the relevant Crown forestry licences (including any provisions and arrangements relating to licence fees and/or rentals) and effect of the Crown Forest Assets Act 1989;
  - Detail the impact on value of encumbrances, legal or statutory restrictions on the use or disposal of the Land and/or conditions to be placed on the land under the standard terms of Treaty Deeds of Settlement;
  - The impact of planning and other controls imposed by the Resource Management Act 1991 and any planning and regulatory controls imposed by local authorities;
  - Discussion as to current market conditions and the economic climate;
  - Legal and practical access issues, status and value of roading infrastructure;
  - Identify and quantify sensitivity factors within the valuation methodology;
  - Valuation methodology and discussion of assessed value in relation to the market evidence;
  - Any other relevant factors taken into account.
- meet the requirements of:
  - The Property Institute of New Zealand's Valuation Standards, including the minimum requirement set out in Section 5 of the "New Zealand Institute of Valuers Valuation Standard 1: Market Value Basis of Valuation"; and
  - other relevant standards, insofar as those requirements are relevant.
- include an executive summary containing:
  - a summary of the valuation along with key valuation parameters;
  - a summary of key issues affecting value, if any;
  - the name of the valuer and his or her firm; and

- the signature of the valuer and lead valuer if applicable.
- attach appendices setting out:
    - a statement of valuation policies;
    - a statement of valuation methodology; and
    - relevant market and sales information.
8. Each valuer must submit to his or her principal a draft valuation report prior to submission of the final reports, so that the principal can provide comment.
9. Each valuer will provide the final report to his or her principal once the draft has been reviewed and comments received.

10. **TIMING**

- (a) Principals appoint respective valuers;
- (b) Principals jointly appoint an Arbitrator;
- (c) Valuers agree on specified issues (30 Business Days from the Valuation Commencement Date);
- (d) Valuers to meet and discuss their respective reports (50 Business Days from the Valuation Commencement Date);
- (e) Valuers submit draft reports to respective principals (55 Business Days from the Valuation Commencement Date);
- (f) Principals provide comments to respective valuers (60 Business Days from the Valuation Commencement Date);
- (g) Valuers finalise reports and deliver to their respective principals (70 Business Days from the Valuation Commencement Date); and
- (h) The Principals exchange final valuation reports (71 Business Days from the Valuation Commencement Date).

11. **DEFINITION**

**Business Day** means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Hawke's Bay.

**Valuation Commencement Date** means the date by which disclosure has been provided by the Crown to the Claimant as outlined in Paragraph 2 of the Valuation Process.

## 5. REDRESS

### OVERLAY CLASSIFICATION SITES

Otatara Pa Historic Reserve

Heipipi Pa Historic Reserve

Balls Clearing Scenic Reserve

### STATUTORY AREAS

(being areas to which the statutory acknowledgement is to apply)  
("Part of" identified in attachment C)

- (a) Kaweka State Forest Park (Part Of)\*
- (b) Kaweka Forest Conservation Area
- (c) Ruahine Forest Park (Part Of)
- (d) Kaimanawa Forest Park (Part Of)
- (e) Hutchinson Scenic Reserve
- (f) Sentry Box Scenic Reserve
- (g) Fern Bird Bush Nature Reserve
- (h) Ruahine Forest (East) Conservation Area (Part Of)
- (i) Mangatutu Hot Springs
- (j) Puketitiri (Kaweka Field Centre)
- (k) Awarua Conservation Area
- (l) The DOC Field Base on the Napier Taihape Road (Kuripapango)
- (m) Mangaone River and tributaries
- (n) Mohaka River and tributaries
- (o) Ngaruroro River and tributaries
- (p) Tutaekuri River and tributaries
- (q) Esk River and tributaries
- (r) Coastal marine area

\*To be identified post AIP signing

## DEEDS OF RECOGNITION

- (a) A deed of recognition (signed by the Minister, and the Director-General, of Conservation) in relation to the following statutory areas:

("Part of" identified in attachment C)

- (i) Kaweka State Forest Park (Part Of)\*
- (ii) Kaweka Forest Conservation Area
- (iii) Ruahine Forest Park (Part Of)
- (iv) Kaimanawa Forest Park (Part Of)
- (v) Hutchinson Scenic Reserve
- (vi) Sentry Box Scenic Reserve
- (vii) Fern Bird Bush Nature Reserve
- (viii) Ruahine Forest (East) Conservation Area (Part Of)
- (ix) Mangatutu Hot Springs
- (x) Puketitiri (Kaweka Field Centre)
- (xi) Awarua Conservation Area
- (xii) The DOC Field Base on the Napier Taihape Road (Kuripapango)

\*To be identified post AIP signing

- (b) A deed of recognition (signed by the Commissioner of Crown Lands) in relation to the following statutory areas:

- (i) Mangaone River and tributaries
- (ii) Mohaka River and tributaries
- (iii) Ngaruroro River and tributaries
- (iv) Tutaekuri River and tributaries
- (v) Esk River and tributaries

## RELATIONSHIP AGREEMENTS

### PRINCIPLES OF A PARTNERSHIP AGREEMENT WITH DEPARTMENT OF CONSERVATION

The Crown and Mana Ahuriri Incorporated have agreed that the relationship redress offered by the Minister of Conservation will be a partnership agreement, to be known as Te Kawa o Papa, between the governance entity (""") and the Department of Conservation (the "Department").

Te Kawa o Papa will be based on and incorporate the following principles and cover the scope of matters covered by a Protocol.

#### Te Kāhano principles

- 1.1 For Ahuriri Hapū, Tāngata (people) and Papatūānuku (land and resources) are the priority focus in the planning of any development.
- 1.2 Tikanga are the values that must be applied.
- 1.3 Kawa is the process that must be applied.
- 1.4 **Tāngata (People)**
  - 1.4.1 In the evolution of mankind, according to Māori and at the creation of Hineahuone (the first human being) the value and priority of people survived in this proverb:
    - (a) *"Me ka ui mai koe he aha te mea nui o te ao, māku e kii atu ki a koe, He tāngata, He tāngata, He tāngata."* "If one should ask what is the most important thing in this world you would respond, it is people, it is people, it is people."
- 1.5 **Papatūānuku (Our earth mother (Land and Resources))**
  - 1.5.1 In the evolution of mankind, according to Māori, Hineahuone (the first human being) was created from the clay (te oneone o Papatūānuku) and from the breath of Tāne (our first hongī).
  - 1.5.2 The special relationship to Papatūānuku is based upon:
    - (a) Humanity was created from Papatūānuku - our whāea, our earth mother;
    - (b) During our lifetime we are responsible for her care and development;
    - (c) Papatūānuku in turn acknowledges her responsibility to nourish and nurture us during our lifetime; and

- (d) At death Papatūānuku assumes her final role to care for our “kōiwi” body for eternity – “te oneone ki te oneone” – dust to dust.

## 1.6 Tikanga (Values)

1.6.1 The core element of our tikanga is the spiritual significance of “tapu” and the need to acknowledge and value that “tapu” through the practice of “respect”.

1.6.2 As part of the creation of mankind, according to Māori, at the moment a mother conceives our creator implants his Wairua (spirit) in the womb of the mother. The baby and womb of the mother become “tapu”. This enactment is captured and has survived in two proverbs (whakatauāki):

- (a) *Te whare tapu o te tangata* (the sacred birth place of generations); and
- (b) *Te tapu o te tangata* (the sanctity of people).

## 1.7 Kawa (Protocol)

1.7.1 Kawa is an everyday practice agreed to by people and groups sharing values, aspirations, and beliefs in the development of Tāngata or Papatūānuku.

### Principles of partnership between the Department and Ahuriri Hapū

1.8 The relationship redress will be a partnership agreement between the Department and Ahuriri Hapū “the Hapū”, relating to its area of interest as outlined in the map in Schedule 1 (**the area of interest**);

1.9 The parties recognise the existing Treaty of Waitangi obligations of the Department under section 4 of the Conservation Act 1987. The purpose of the partnership agreement is to build upon these obligations and to provide a framework for engagement on conservation issues relating to the area of interest;

1.10 The Department will engage with the Hapū governance entity, before public consultation, and throughout the process when developing, reviewing or amending:

- a) statutory conservation planning documents relating to public conservation land in the area of interest, including, but not limited to, Conservation Management Strategies; and
- b) non-statutory conservation plans and strategies, including any business plans and action plans, relating to public conservation land in the area of interest.

1.11 There will be a partnership approach in relation to the management of areas identified by the Hapū as priority areas within their area of interest. This will mean:

- a) The partners will use best endeavours to jointly agree conservation priorities and special projects for these priority areas; and
- b) If, despite best endeavours, consensus is not reached within an agreed timeframe that will permit any time constraints to be met, the Department may exercise its decision making powers and functions in relation to the proposal(s) or issue(s).

1.12 The partnership agreement will be a living document that will be updated by the partners to provide for engagement on future issues, developments and opportunities. This will include engagement on the impact of legislative changes or changes to national policy on the Department's activities in the area of interest.

**Agreed specific content for the partnership agreement between the Department and the Hapū**

1.13 The partnership agreement will include, but will not be limited to, specific provisions for engagement with the Hapū governance entity in relation to:

- a. concessions and other statutory authorisations;
- b. the protection and restoration of sites of significance/Wāhi Tapu;
- c. developing and conveying public information relating to the Hapū;
- d. information boards and Pouwhenua;
- e. special projects;
- f. species management and habitat protection;
- g. freshwater fisheries;
- h. marine mammals;
- i. pest control; and
- j. opportunities for training by Department staff of Hapū members.

1.14 The partnership agreement will include provisions on consultation with the Hapū by the Department on any new national programmes, policies or issues that will have a significant impact on conservation within the area of interest;

1.15 The partners have agreed to develop a cultural materials plan regarding the access, restoration, enhancement and use of cultural materials. The partnership agreement will include mechanisms that will allow Hapū members to exercise a permit granted to the Hapū to take cultural materials from the priority areas on public conservation land in accordance with the cultural materials plan. Although the cultural materials plan may be reviewed from time to time, the ability to issue permits will remain.

- 1.16 The Hapū will identify taonga species for inclusion in a schedule to the partnership agreement. The partnership agreement will include provisions relating to the particular considerations to be given to the taonga species.
- 1.17 The partnership agreement will include provisions for review and amendment if requested by either party, and provision for dispute resolution;

**Agreed process expectations for the preparation of the partnership agreement between the Department and the Hapū**

- 1.18 The partnership agreement will be drafted and agreed following the signing of the Agreement in Principle. It will relate to the area of interest, and be consistent with all applicable legislation;
- 1.19 The preparation and content of the partnership agreement will be informed by the relevant terms of other conservation relationship redress in recent Treaty settlements; and
- 1.20 The partnership agreement will be signed by the Minister of Conservation and the Hapū governance entity.

**Agreed definitions for the partnership agreement between the Department and the Hapū**

- 1.21 For the purposes of the partnership agreement the term:
- a. **Te Kawa Ō Papa** means this partnership agreement
  - b. **public conservation land** means land administered by the Director-General of Conservation under the Conservation Act 1987 or any enactment specified in the First Schedule of that Act;
  - c. **priority area** means all public conservation land within the area of interest:
    - i. specified as a priority area in a schedule to the partnership agreement; or
    - ii. as the Hapū may subsequently notify to the Department for inclusion in the partnership agreement at any time the agreement is reviewed;
  - d. **taonga species** means those species:
    - i. specified as taonga species in a schedule to the partnership agreement; or
    - ii. as the Hapū may subsequently notify to the Department for inclusion in the partnership agreement at any time the agreement is reviewed; and
  - e. **time constraints** means any relevant statutory, national programme or project time constraints.

- 1.22 Where the partners to the partnership agreement are required to **engage**, the basic principles that will be followed by the partners in engaging in each case are:
- a. Advising the partner of the proposal(s) or issue(s) to be the subject of engagement as soon as reasonably practicable;
  - b. Providing the partner with sufficient information to undertake informed discussions and make submissions on the proposal(s) or issue(s) given any time constraints relating to the proposal(s) or issue(s);
  - c. Ensuring, as far as possible given any time constraints, that the partner has sufficient time to prepare for their effective participation in considerations of the proposal(s) or issue(s) in relation to any of the matters that are the subject of the engagement;
  - d. Approaching the engagement with an open mind and genuinely considering the suggestions, views and/or concerns that the partner may have on the proposal(s) or issue(s);
  - e. If requested, meet with the partner to discuss possible options for resolution of the relevant matter and seek a consensus on a preferred option. The option must be consistent with the legislation and the statutory planning documents that apply to the areas under discussion; and
  - f. If consensus is not reached within an agreed timeframe that permits any time constraints to be met, the Department may exercise its decision making powers and functions in relation to the proposal(s) or issue(s).
  - g. Where the Department has engaged with the Hapū and exercised its decision making powers under clause 15(f) the Department will promptly report back to the Hapū on the decision made as a result of the engagement.

## AHURIRI STATION

The Crown has offered commercial and cultural redress over Ahuriri Station in recognition of the Ahuriri Hapū connection with Te Whanganui ā Orotu. Ahuriri Hapū may take either or both parts of Ahuriri Station.

The parties propose that, subject to agreement with Landcorp Holdings Limited, the settlement documentation will declare the sites, Tapu Te Ranga and Roro-Ō-Kurī, to be described in the Ahuriri Hapū deed of settlement, as subject to a restrictive covenant.

### Legal Description

Owner	Property Name	ID	Legal Description	Area (ha)	Address
Ministry of Justice / Office of Treaty Settlements	Part Ahuriri Station (Dairy block)	Part Computer Freehold Register HBP2/646. (subject to any existing encumbrances)	Section 4 SO 10213	49.8776	The part of Ahuriri Station North of Onehunga Road
Ministry of Justice / Office of Treaty Settlements	Part Ahuriri Station (south of Onehunga Road)	Part Computer Freehold Register HBP2/646. (subject to any existing encumbrances)	Section 1 SO 10213 Section 5 SO 10213	1268.10	The part of Ahuriri Station (south of Onehunga road)

Note: The Department of Conservation land is **not** included (Section 2 SO 10213)

### Redress

Name of site	General description	Redress
Part Ahuriri Station (Dairy Block)	Part Computer Freehold Register HBP2/646. (subject to any existing encumbrances)  Section 4 SO 10213	The governance entity has a right of first refusal (RFR) in relation to part Ahuriri Station  The Ahuriri Hapū will have the option to convert this RFR to a deferred settlement period property prior to the initialling of the Ahuriri Hapū deed of settlement.

		The Crown and Ahuriri Hapu have agreed a transfer value for Part Ahuriri Station (Dairy Block) of \$973,000 + GST if any (transfer value valid until February 2015). This valuation is only applicable for a purchase as a deferred settlement period property.
Part Ahuriri Station (south of Onehunga road)	Part Computer Freehold Register HBP2/646. (subject to any existing encumbrances)  Section 1 SO 10213  Section 5 SO 10213	The governance entity has a right of first refusal (RFR) in relation to part Ahuriri Station. (south of Onehunga road)  The Ahuriri Hapū will have the option to convert this RFR to a deferred settlement period property prior to the initialling of the Ahuriri Hapū deed of settlement.  The Crown and Ahuriri Hapu have agreed a transfer value for Part Ahuriri Station (south of Onehunga road) of \$12,289,000 + GST if any. (transfer value valid until February 2015). This valuation is only applicable for a purchase as a deferred settlement period property.

\* The legal descriptions of the properties in these tables are indicative only and subject to confirmation by the Crown

## POTENTIAL CULTURAL REDRESS PROPERTIES

Name of site	General description	Basis on which property is to be vested and rights or encumbrances affecting the property of which the Crown is currently aware
65 Munroe Street, Napier	1.2800 hectares, more or less, being Lot 1 DP 23666. All Computer Freehold Register HBV1/135.	Subject to lease
Pakake (Customs Quay)	0.4217 hectares, more or less, being Lot 2 DP 22454. All Computer Freehold Register HBP2/876.	
190 Station Street, Napier	0.2964 hectares, more or less, being Lot 1 DP 24086. All Computer Freehold Register HBV1/1355.	Subject to lease
Conservation House (Marine Parade) Hawkes Bay Area Office Reserve	0.1309 hectares, more or less, being Section 1 SO 2726. All <i>Gazette</i> 1992 page 971.	Vesting on as is where is basis  Subject to agreement between Ahuriri Hapū and the Department of Conservation (DOC) that DOC will have at least two years from settlement date before having to vacate the Office.

\* The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown

**FINANCIAL AND COMMERCIAL REDRESS AMOUNT**

\$19,500,000.00

## POTENTIAL COMMERCIAL REDRESS PROPERTIES

### LICENSED LAND

In relation to Kaweka and Gwavas forests commercial redress,

- the opportunity to explore, in discussion with He Toa Takitini (HTT), an arrangement that would jointly hold the Kaweka and Gwavas forests for inclusion in the MAI and/or HTT Deeds of Settlement, such exploration to be finalised by 28 February 2014 or
- the opportunity to purchase part of or all of Kaweka Forest should the arrangement not proceed.

Agency	Property Name	Agency ID	Legal Description
LINZ	Kaweka Forest	2708569	Lot 1 DP 21218 Lot 1 DP 21454 Lot 1 DP 21522 Lot 1 DP 21612 Lot 1 DP 21613
LINZ	Gwavas Forest	2708568	Lot 1 DP 21614 Lot 1 DP 21615 Lot 2 DP 21615 Lot 3 DP 21615 Lot 4 DP 21615 Lot 1 DP 21416

\* The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown

**POTENTIAL DEFERRED SELECTION PROPERTIES**

Agency	Property Name and Address	Agency ID	Legal Description	Conditions of transfer / Specific conditions currently known
LINZ	50 Mersey Street	2708522	5.2713 hectares, more or less, being Lot 1 DP 26621. All Computer Freehold Register HBW2/445.	Subject to lease
LINZ	58 Severn Street	2708548	15.4729 hectares, more or less, being: Part Lots 1 DP 6313 shown as E on SO 6614 and as C on SO 6615. Part <i>Gazette</i> Notice 319862.3; and Part 1 DP 6313, Part Ahuriri Lagoon and Town Section 722 Napier shown as A on SO 8053.	
LINZ	Lot 1 DP 26579 and Section 4 SO 9956		2.3060 hectares, more or less, being Lot 1 DP 26579 and Section 4 SO 9956. All Computer Freehold Register HBW2/221.	
LINZ	Te Umu Roimata Hyderabad Road, Napier	2708549	2.7686 hectares, more or less, being Part Lot 1 DP 6313 shown on SO 5829. Part <i>Gazette</i> Notice K221067.	
LINZ	25 Munroe Street	2708557	2.7311 hectares, more or less, being Part Lot 2 DP 24997 and Lot 1 DP 24997. Balance Computer Freehold Register HBV3/852.	Lot 1 DP 24997 subject to lease 643575.1  Part Lot 2 DP 24997 subject an unregistered lease to Napier City Council
LINZ	51 Severn Street	2708547	5.3009 hectares, more or less, being Lot 1 DP 25011. All Computer Freehold Register HBV3/883.	Subject to lease
LINZ	190 Station Street Burger King Site	2708561	0.2964 hectares, more or less, being Lot 1 DP 24086. All Computer Freehold Register HBV1/1355.	Subject to lease 617526.9

Ministry of Justice/Office of Treaty Settlements	90 Prebensen Drive, Onekawa	1000	3.0215 hectares, more or less, being Lot 2 DP 23085 and Lot 3 DP 23874. All Computer Freehold Register HBV1/657.	Subject to caveat 707724.1 (under negotiation with caveator to remove caveat)
Ministry of Justice/Office of Treaty Settlements	42 Wharerangi Road	1142	17.4679 hectares, more or less, being: Part Section 1 SO 9750. Balance Computer Freehold Register HB4A/157 (limited as to parcels) ; and Part Lot 2 DP 14906, Part Lot 10 DP 6227 and Part Lot 1 DP 6625. Balance Computer Freehold Register HBP4/1049; and Lot 82 DP 16907 and Lot 1 DP 394891. All Computer Freehold Register 379493; and Suburban Section 110 Meeanee. Part Transfer 6928899.2; and Suburban Section 134 Meeanee. Part Transfer 6928899.2.	
Ministry of Justice /Office of Treaty Settlements	56 Coote Road, Napier	1308	0.1917 hectares, more or less, being Town Section 713 Napier.	
Ministry of Justice /Office of Treaty Settlements	Hinepare Nurses Hostel and Carpark  79 Napier Tce/65th & Parade St	809	0.3918 hectares, more or less, being: Lot 1 Deeds Plan 715. All Computer Freehold Register HBK2/846 (limited as to parcels) ; and Lot 2 Deeds Plan 715. All Computer Freehold Register HBK2/845 (limited as to parcels) ; and Town Section 733 Napier, defined on SO 2434. All Computer Freehold Register HBM3/1132; and Lot 10 Deeds Plan 36. All Computer Freehold Register HBA4/936 (limited as to parcels) ; and Lot 11 Deeds Plan 36. Part Transfer 675061.2; and Lot 5 DP 4501. Part Transfer 675061.2; and Part Lot 3 Deeds Plan 715. Part Transfer 675061.2.	

Ministry of Justice /Office of Treaty Settlements	102 Chaucer Road, Napier	833	0.0809 hectares, more or less, being Part Lot 2 DP 6997. Part Transfer 674283.2.	
Ministry of Justice /Office of Treaty Settlements	2 Parade Street, Napier	780	0.0536 hectares, more or less, being Lot 2 DP 6726. Part Transfer 698772.2.	
Ministry of Justice /Office of Treaty Settlements	2 Sixty Fifth Street, Napier	781	0.0505 hectares, more or less, being Lot 1 DP 6726. All Transfer 698772.2.	
Ministry of Justice /Office of Treaty Settlements	Puketitiri School 4959 Puketitiri Road, Puketitiri	1730	6.8341 hectares, more or less being Section 30A Block XIV Puhoe Survey District. All Computer Freehold Register 422903.	
Ministry of Justice /Office of Treaty Settlements	88 McDonald Street, Napier	1162	0.2527 hectares, more or less, being Lot 435 DP 2497, Lot 2437 DP 497 and Lot 1 DP 4795. All Transfer 696155A.2	
Ministry of Justice /Office of Treaty Settlements	15 Owen St, Napier	1250	0.1869 hectares, more or less, being Lot 629 DP 2311 and Lot 628 DP 2311. All Computer Freehold Register HBW4/1091.	
Ministry of Justice /Office of Treaty Settlements	1 Harvey Road, Napier	776	0.715 hectares, more or less, being Lot 1 DP 6314. All Computer Freehold Register HBV3/824.	
DOC	50 Lighthouse Road Bluff Hill Conservation Area	80090	0.4280 hectares, more or less, being Lot 1 DP 6634. All Computer Interest Register HBLE1/14.	Subject to the approval of the third party – transfer subject to lease
DOC	Hukanui Road Hutchinson Scenic Reserve	80074	44.9690 hectares, more or less, being Block 187 Patoka Crown Grants District. All Computer Freehold Register HBJ3/954.	Subject to the agreement of the original giftee or his/her beneficiaries to transfer to Ahuriri Hapū as site is subject to Crown gift policy
DOC	Conservation House (Marine Parade) Hawke's Bay Area Office Reserve		0.1309 hectares, more or less, being Section 1 SO 2726. All Gazette 1992 page 971.	Subject to agreement between Ahuriri Hapū and the Department of Conservation (DOC) that DOC will have at least two years from

				the Hapū's decision to purchase the site to DOC having to vacate the Office.
--	--	--	--	--

\* The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown

## POTENTIAL RIGHT OF FIRST REFUSAL LAND

Agency	Property Name	Agency ID	Legal Description
LINZ	50 Mersey Street, Napier	2708522	5.2713 hectares, more or less, being Lot 1 DP 26621. All Computer Freehold Register HBW2/445.
LINZ	58 Severn Street	2708548	15.4729 hectares, more or less, being: Part Lots 1 DP 6313 shown as E on SO 6614 and as C on SO 6615. Part <i>Gazette</i> Notice 319862.3; and Part 1 DP 6313, Part Ahuriri Lagoon and Town Section 722 Napier shown as A on SO 8053.
LINZ	Lot 1 DP 26579 and Section 4 SO 9956		2.3060 hectares, more or less, being Lot 1 DP 26579 and Sec 4 SO 9956. All Computer Freehold Register HBW2/221.
LINZ	Te Umu Roimata Hyderabad Road, Napier	2708549	2.7686 hectares, more or less, being Part Lot 1 DP 6313 shown on SO 5829. Part <i>Gazette</i> Notice K221067.
LINZ	190 Station Street Burger King Site	2708561	0.2964 hectares, more or less, being Lot 1 DP 24086. All Computer Freehold Register HBV1/1355.
LINZ	25 Munroe Street	270	2.7311 hectares, more or less, being Part Lot 2 DP 24997 and Lot 1 DP 24997. Balance Computer Freehold Register HBV3/852.
LINZ	51 Severn Street, Napier	2708547	5.3009 hectares, more or less, being Lot 1 DP 25011. All Computer Freehold Register HBV3/883.
Ministry of Justice /Office of Treaty Settlements	90 Prebensen Drive, Napier	1000	3.0215 hectares, more or less, being Lot 2 DP 23085 and Lot 3 DP 23874. All Computer Freehold Register HBV1/657.
Ministry of Justice /Office of Treaty Settlements	42 Wharerangi Road, Napier	1142	17.4679 hectares, more or less, being: Part Section 1 SO 9750. Balance Computer Freehold Register HB4A/157 (limited as to parcels) ; and Part Lot 2 DP 14906, Part Lot 10 DP 6227 and Part Lot 1 DP 6625. Balance Computer Freehold Register HBP4/1049; and Lot 82 DP 16907 and Lot 1 DP 394891. All Computer Freehold Register 379493; and Suburban Section 110 Meeanee. Part Transfer 6928899.2; and Suburban Section 134 Meeanee. Part Transfer 6928899.2.

Ministry of Justice/Office of Treaty Settlements	56 Coote Road, Napier	1308	0.1917 hectares, more or less, being Town Section 713 Napier.
Ministry of Justice /Office of Treaty Settlements	Hinepare Nurses Hostel and Carpark 79 Napier Tce/65th & Parade St	809	0.3918 hectares, more or less, being: Lot 1 Deeds Plan 715. All Computer Freehold Register HBK2/846 (limited as to parcels) ; and Lot 2 Deeds Plan 715. All Computer Freehold Register HBK2/845 (limited as to parcels) ; and Town Section 733 Napier, defined on SO 2434. All Computer Freehold Register HBM3/1132; and Lot 10 Deeds Plan 36. All Computer Freehold Register HBA4/936 (limited as to parcels) ; and Lot 11 Deeds Plan 36. Part Transfer 675061.2; and Lot 5 DP 4501. Part Transfer 675061.2; and Part Lot 3 Deeds Plan 715. Part Transfer 675061.2.
Ministry of Justice/Office of Treaty Settlements	102 Chaucer Road, Napier	833	0.0809 hectares, more or less, being Pt Lot 2 DP 6997. All Transfer 674283.2.
Ministry of Justice /Office of Treaty Settlements	2 Sixty Fifth Street, Napier	781	0.0505 hectares, more or less, being Lot 1 DP 6726. All Transfer 698772.2.
Ministry of Justice /Office of Treaty Settlements	2 Parade Street, Napier	780	0.0536 hectares, more or less, being Lot 2 DP 6726. Part Transfer 698772.2.
Ministry of Justice /Office of Treaty Settlements	Puketitiri School 4959 Puketitiri Road, Puketitiri	1730	6.8341 hectares, more or less being Section 30A Block XIV Puhoe SD. All Computer Freehold Register 422903.
Ministry of Justice /Office of Treaty Settlements	88 McDonald Street, Napier	1162	0.2527 hectares, more or less, being Lot 435 DP 2497, Lot 437 DP 2497 and Lot 1 DP 4795. All Transfer 696155A.2.
Ministry of Justice /Office of Treaty Settlements	15 Owen Street, Napier	1250	0.1869 hectares, more or less, being Lot 629 DP 2311 and Lot 628 DP 2311. All Computer Freehold Register HBW4/1091.

Ministry of Justice /Office of Treaty Settlements	20 Hospital Tce-186 Battery Rd, Napier	1565	0.7023 hectares, more or less, being: Lot 7 DP 48 and Lot 8 DP 48. All Computer Freehold Register HBM3/1109; and Lot 2 DP 361511. All Computer Freehold Register 250383; and Lot 1 DP 361511. Part Transfer 8105949.3
Ministry of Justice /Office of Treaty Settlements	1 Harvey Road, Napier	776	0.715 hectares, more or less, being Lot 1 DP 6314. All Computer Freehold Register HBV3/824.
Ministry of Justice /Office of Treaty Settlements	55-57 Coote Rd/Marine Pde, Napier Ex prison	1224	1.6146 hectares, more or less, being Lot 1 DP 22991. All Computer Freehold Register HBP/1127.
MinEdu	Westshore School Ferguson Avenue, Napier		1.6237 hectares, more or less, being Lot 1 DP 3498, Lot 1 DP 6167, Lot 2 DP 6167, Lot 3 DP 6167, Lot 4 DP 6167 and Lot 5 DP 6167. All Computer Freehold Register HB72/65 and all <i>Gazette</i> 1943 page 949.
DOC	50 Lighthouse Road Bluff Hill Conservation Area	80090	0.4280 hectares, more or less, being Lot 1 DP 6634. All Computer Interest Register HBLE1/14.
DOC	142 Pakaututu Road, Puketitiri Balls Clearing Scenic Reserve	80071	135.1496 hectares, more or less, being Section 66 and Sections 104- 107 Block XIV Pohue SD. All Computer Freehold Register HBK1/1161.
DOC	Hukanui Road Hutchinson Scenic Reserve	80074	44.9690 hectares, more or less, being Block 187 Patoka Crown Grants District. All Computer Freehold Register HBJ3/954.
DOC	Conservation House (Marine Parade) Hawkes Bay Area Office Reserve		0.1309 hectares, more or less, being Section 1 SO 2726. All <i>Gazette</i> 1992 page 971.
DOC	Heipipi Pa Historic Reserve	80101	24.1113 hectares, more or less, being: Lot 1 and 2 DP 2205 and Lot 2 DP 2289. All Computer Freehold Register HB142/185; and Lot 1 DP 13873. All Computer Freehold Register HBF4/779; and Part Lot 19 DP 1856. All Computer Freehold Register HBA3/1044.
New Zealand Defence Force	2b Farraday Street, Napier	PN:LANDS:H OLDINGS001	0.4151 hectares, more or less, being Lot 2 DP 28490. All Computer Freehold Register HBY2/420.

\* The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown

## 6. OVERLAPPING CLAIMS

### Ahuriri Hapu's relationship with potential overlapping claimants

Group	Nature
Ngāti Pāhauwera	Agreement
Maungaharuru Tangitu	Memorandum of Understanding
Ngāti Hineuru	Memorandum of Understanding
Ngāti Kahungunu ki Heretaunga Tamatea	Intention for Memorandum of Understanding
Ngāti Tūwharetoa	No discussions to date

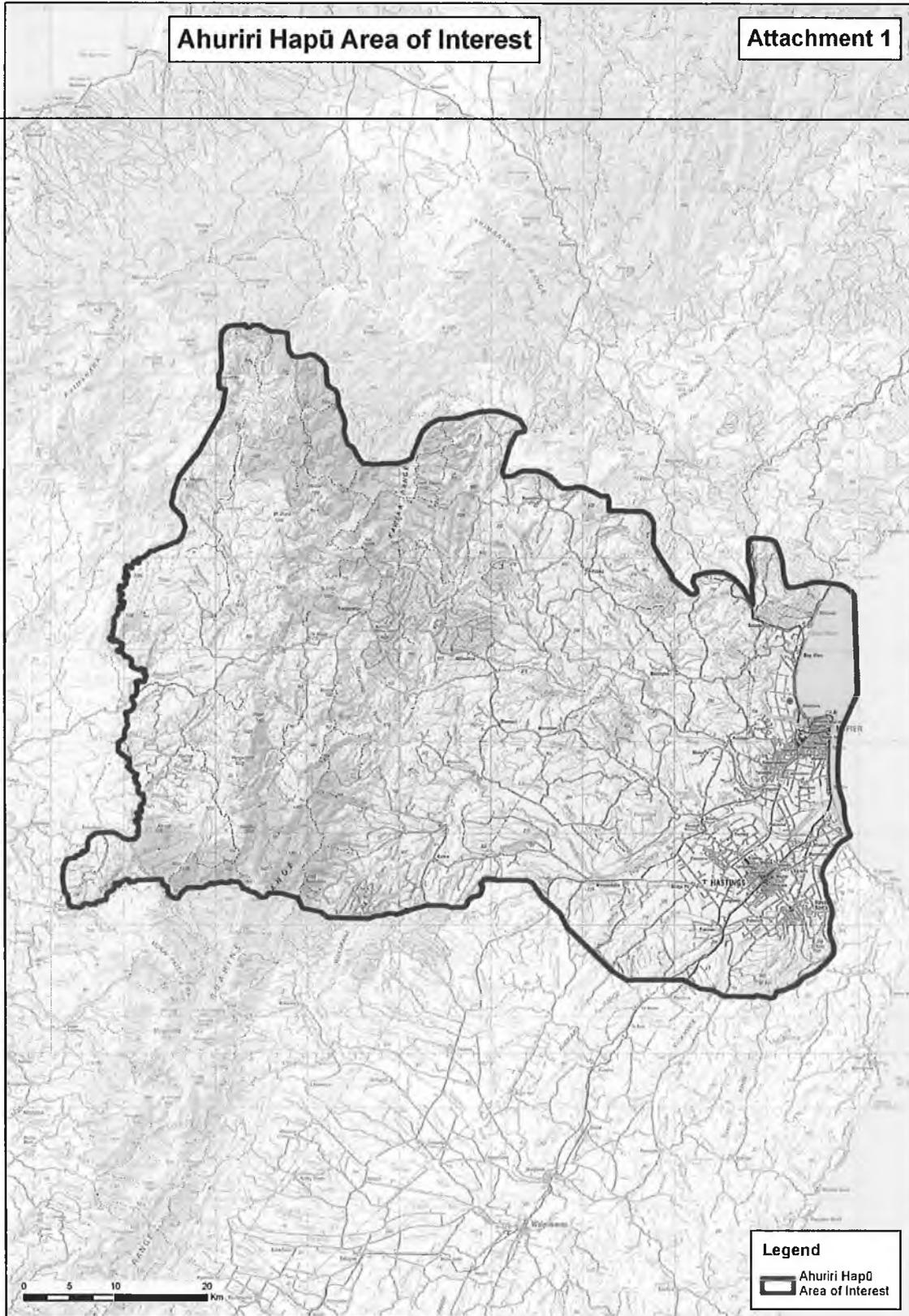
### Next steps in overlapping claims process for Ahuriri Hapū

**Please note:** Office of Treaty Settlements officials are available to meet at any time during the process to discuss respective interests.

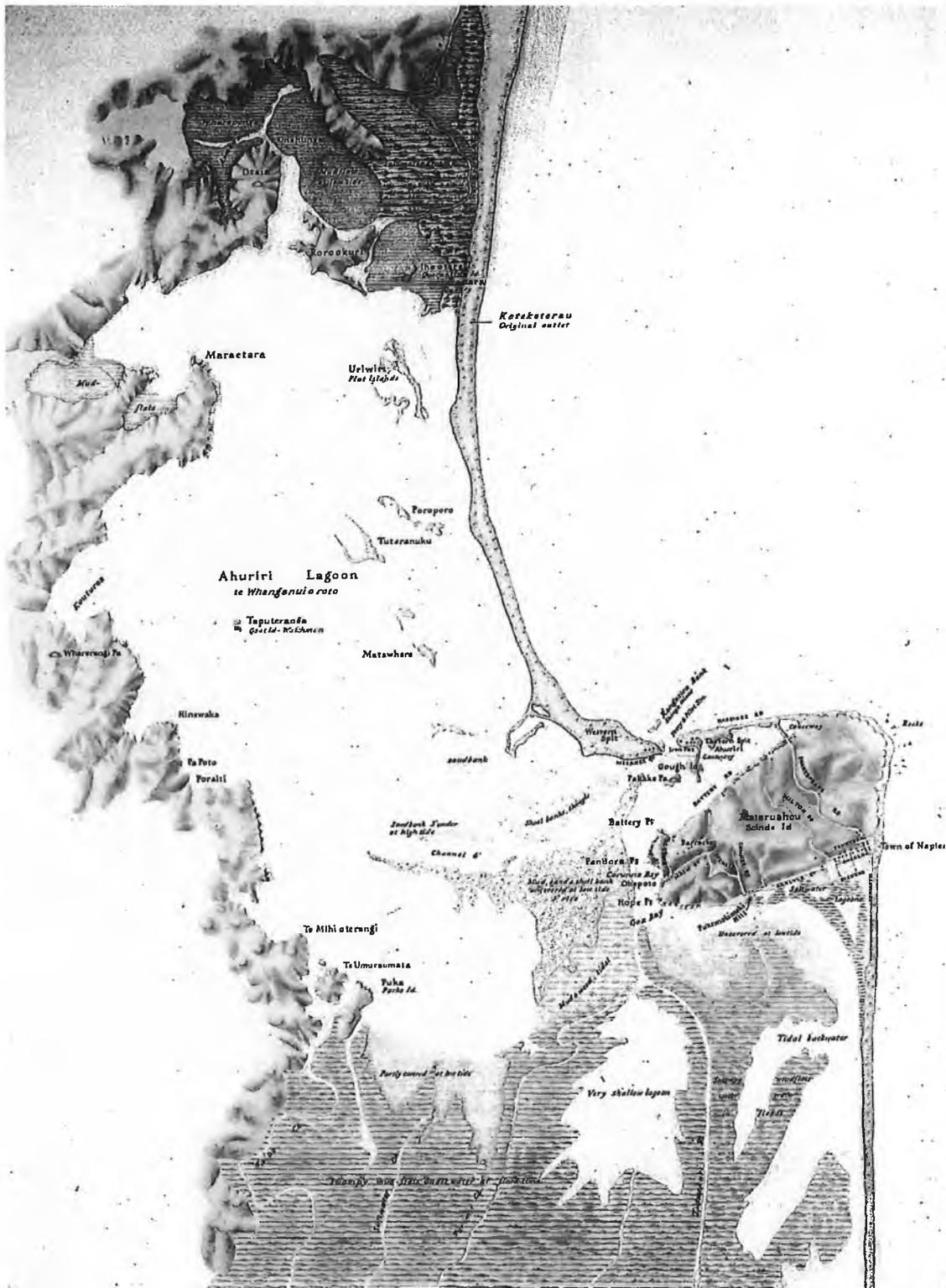
Key steps		Completion date
1	Agreement in Principle ( <b>AIP</b> ) uploaded to Office of Treaty Settlements ( <b>OTS</b> ) website.	23 December 2013
2	OTS writes to all overlapping groups seeking submissions on their interests concerning the AIP and seeking any feedback on agreement reached between overlapping groups and Mana Ahuriri Incorporated ( <b>MAI</b> ), representing the Ahuriri Hapū.	13 January 2014
3	Overlapping groups to provide submissions and/or advise of agreements reached with MAI, including in respect of licensed land.  MAI to report back on engagement with overlapping groups and advise of any agreements reached, including in respect of licensed land.	28 February 2014
4	OTS assesses submissions and reports to the Minister for Treaty of Waitangi Negotiations ( <b>the Minister</b> ) seeking a preliminary decisions on unresolved overlapping claims, including in respect of licensed land.	1 March 2014
5	The Minister to advise overlapping groups of <b>preliminary decisions</b> on unresolved issues, including in respect of licensed land, and if required, meets with overlapping groups.	12 March 2014
6	Responses from affected overlapping groups on Minister's decisions.	4 April 2014
7	OTS reports to the Minister on final decisions.	11 April 2014
8	The Minister releases final decisions on overlapping claims, including in respect of licensed land.	23 May 2014
9	[Cabinet confirm Deed of Settlement package after all overlapping claims addressed.]	

## ATTACHMENTS

# A. AHURIRI HAPŪ AREA OF INTEREST



## B. TE WHANGANUI Ā OROTU MAP



100 years ago - Plan showing Ahuriri Lagoon, Seinde Id, & surroundings - up to & at 1865

Source: Waitangi Tribunal, *Wai 55: Te Whanganui-a-Orotu Report*, June 1998.

### C. AHURIRI HAPŪ – STATUTORY ACKNOWLEDGEMENT AND DEED OF RECOGNITION AREAS

