

MANIAPOTO

and

THE CROWN

TE HUATAHI

**AGREEMENT IN PRINCIPLE
TO SETTLE
HISTORICAL CLAIMS**

15 August 2017

TABLE OF CONTENTS

1	BACKGROUND.....	3
2	AGREEMENT IN PRINCIPLE.....	5
3	SETTLEMENT	6
4	HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY	8
5	RAURUNUI: CULTURAL REDRESS	13
6	AHUMANIA: RELATIONSHIP REDRESS.....	27
7	RAUMAIROA: NATURAL RESOURCES REDRESS.....	32
8	TAHUARUA ME TE PAEPAEKURA: FINANCIAL AND COMMERCIAL REDRESS	35
9	OVERLAPPING CLAIMS PROCESS	45
10	INTEREST AND TAX.....	48
11	NEXT STEPS	49
12	CONDITIONS.....	51
13	GENERAL.....	53

SCHEDULES

1. DEFINITIONS
2. SETTLEMENT TERMS
3. VALUATION PROCESS FOR POTENTIAL COMMERCIAL REDRESS PROPERTIES
4. VALUATION PROCESS FOR CROWN FOREST LAND

ATTACHMENTS

1. AREA OF INTEREST
2. CROWN AND MANIAPOTO PROCESS FOR RESOLVING OVERLAPPING CLAIMS
3. MAPS

1 BACKGROUND

- 1.1 For Maniapoto, the aspirations outlined in this agreement are founded on the principles of “mana tuku iho,” the inherent wisdom of Maniapoto tūpuna, who determined that the “mana whatu ahuru” (sacred wisdom) would guide the generations of Maniapoto and their many hapū and descendants to achieve prosperity and ongoing survival through a unity of purpose, the upholding of the language of Maniapoto, cultural identity, kaitiaki responsibilities and whakapapa connections to achieve mana motuhake (self-authority and sustainable development).

Mandate and terms of negotiation

- 1.2 Following a series of consultative hui in 2016 Maniapoto, by postal vote, gave the Maniapoto Maori Trust Board a mandate to negotiate with the Crown a deed of settlement settling the historical claims of Maniapoto.
- 1.3 The Crown recognised this mandate on 14 December 2016.
- 1.4 MMTB and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 17 December 2016.
- 1.5 MMTB appointed Strategic Negotiations and Advisory Team and negotiators on 20 December 2016.
- 1.6 MMTB and the Crown since 21 December 2016 have conducted extensive negotiations in good faith to achieve an agreement in principle.

Nature and scope of deed of settlement agreed

- 1.7 MMTB and the Crown have agreed, in principle, the nature and scope of the deed of settlement.
- 1.8 This agreement in principle records that agreement and concludes substantive negotiations in respect of redress.
- 1.9 The deed of settlement is to include a background section and/or preamble including a statement by Maniapoto that outlines the various iwi and hapū relationships to and within Maniapoto, including historical hapū relationships.

Approval and signing of this agreement in principle

- 1.10 The mandated body has –
- 1.10.1 approved this agreement in principle; and
- 1.10.2 authorised the trustees of the MMTB, members of the Strategic Negotiations Advisory Team and negotiators to sign it.

AGREEMENT IN PRINCIPLE

Ōrākau battle site discussions

- 1.11 Maniapoto have interests in the Ōrākau battle site and is taking part in collective discussions with the Crown and iwi with interests in the Ōrākau battle site. These discussions are occurring separate to this agreement in principle.
- 1.12 Notwithstanding clause 3.1 of this agreement in principle, Maniapoto will continue to be able to participate in the discussions referred to in clauses 1.11 and 7.12 - 7.14.

2 AGREEMENT IN PRINCIPLE

2.1 Maniapoto and the Crown agree –

- 2.1.1 that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle; and
- 2.1.2 to work together in good faith to develop, as soon as reasonably practicable, a deed of settlement based on this agreement in principle. In particular, the parties will work together to resolve any matters in relation to clause 3.5 of this agreement in principle, and agree or determine (where applicable) those matters under clauses 3.8 and 11.2; and
- 2.1.3 the deed of settlement is to be signed by or on behalf of Maniapoto, the governance entity and the Crown.

3 SETTLEMENT

Settlement of historical claims

- 3.1 The deed of settlement is to provide that, on and from the settlement date, -
- 3.1.1 the historical claims of Maniapoto are settled; and
 - 3.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 3.1.3 the settlement is final.
- 3.2 The definitions of the historical claims, and of Maniapoto, are to be based on the definitions of those terms in schedule 1.

Terms of settlement

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

Redress

- 3.4 The deed of settlement is to provide for redress in accordance with this agreement in principle.
- 3.5 However, the deed of settlement will include –
- 3.5.1 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 Maniapoto; and
 - 3.5.2 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.
- 3.6 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.

AGREEMENT IN PRINCIPLE

- 3.7 If any new redress is offered by the Crown in accordance with clause 3.6, Maniapoto acknowledge that clauses 3.5.1 and 3.5.2 apply to that redress.

Transfer or vesting of settlement properties

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

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

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

- 3.8.2 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 the settlement date; and

- 3.8.3 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 HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY

- 4.1 The deed of settlement is to include –
- 4.1.1 an agreed account of the historical relationship between Maniapoto and the Crown to be developed by the parties based on the headings for the historical account at clause 4.2; and
 - 4.1.2 the Crown's acknowledgement of its acts and omissions which have breached te Tiriti o Waitangi/Treaty of Waitangi and its principles or caused prejudice to Maniapoto; and
 - 4.1.3 a Crown apology for those breaches of te Tiriti o Waitangi/Treaty of Waitangi and its principles.
- 4.2 The historical account agreed between the Crown and Maniapoto will be broadly based around the following headings –
- 4.2.1 Pre-Treaty contact/Pre-Treaty transactions; and
 - 4.2.2 Maniapoto and te Tiriti o Waitangi/Treaty of Waitangi; and
 - 4.2.3 Trade, Pre-emption wavier land purchases and early Crown land purchasing; and
 - 4.2.4 Kīngitanga, War, Raupatu and Refugees; and
 - 4.2.5 Aukati, diplomacy and Mana Motuhake; and
 - 4.2.6 1883-1886; Ngā Kī Tapu and Te Ara a Tūrongo – the North Island Main Trunk Railway; and
 - 4.2.7 The Native Land Court and land alienation, 1886-1909; and
 - 4.2.8 The Stout-Ngata Native Lands and Land Tenure Commission and land alienation in the early to mid twentieth-century; and
 - 4.2.9 Māori land administration in the late nineteenth and twentieth centuries; and
 - 4.2.10 Public works takings; and
 - 4.2.11 World War One and Two; and
 - 4.2.12 Rangatiratanga and tribal administration; and
 - 4.2.13 Environmental issues and natural resources; and

AGREEMENT IN PRINCIPLE

- 4.2.14 Twentieth century socio-economic issues; and
- 4.2.15 Cultural heritage.
- 4.3 The provisional Crown acknowledgements made to Maniapoto are –
 - 4.3.1 The Crown acknowledges that –
 - (a) its representatives and advisers acted unjustly and in breach of te Tiriti o Waitangi/Treaty of Waitangi and its principles in its dealings with Maniapoto, in sending its forces across the Mangatāwhiri in July 1863, and occupying land in the Waikato region in which Maniapoto had interests;
 - (b) its forces looted and destroyed Maniapoto property for no strategic purpose; and
 - (c) Maniapoto were unfairly labelled as rebels.
 - 4.3.2 The Crown acknowledges that it confiscated land in Taranaki and Waikato in which Maniapoto had interests. These confiscations were unjust and excessive and breached te Tiriti o Waitangi/Treaty of Waitangi and its principles.
 - 4.3.3 The Crown acknowledges that Maniapoto sheltered their neighbours and whanaunga after the war and confiscations forced them from their homelands, and that the support Maniapoto provided placed significant social and economic strain on the iwi. The Crown acknowledges the displacement of people as a result of the war and confiscations, and the negative effects of that displacement on Maniapoto, breached te Tiriti o Waitangi/Treaty of Waitangi and its principles.
 - 4.3.4 The Crown acknowledges that the aukati allowed Maniapoto to protect their lands and people from the negative aspects of European settlement. The Crown further acknowledges that the decision of Maniapoto to remove the aukati in 1885 and let the Crown into their rohe was an act of trust in the Crown, trust that the Crown did not always live up to.
 - 4.3.5 In particular, the Crown acknowledges that, while seeking the consent of Maniapoto to construction of the North Island Main Trunk Railway through their rohe, it led Maniapoto to believe that:
 - (a) it was planning to provide for Māori District Committees to have a greater role in Native Land Court processes when Maniapoto land came before the court and to provide a mechanism for a measure of self-government;

AGREEMENT IN PRINCIPLE

- (b) it was planning a new system for the alienation of Māori land with committees of owners controlling alienation, and using boards, or a similar type of agency, to manage alienations; and
 - (c) if Maniapoto subsequently elected to sell or lease land they would be able to do so in a competitive market.
- 4.3.6 The Crown acknowledges that it failed to consult or re-engage with Maniapoto when it did not fulfil these representations, and this was a breach of te Tiriti o Waitangi/Treaty of Waitangi and its principles.
- 4.3.7 The Crown acknowledges that, when it purchased a large amount of land in the Maniapoto rohe during the 1890s, it misused its monopoly powers by:
 - (a) often paying prices which Māori and other observers considered unreasonably low; and
 - (b) preventing Maniapoto, who had expended large sums of money on having their lands surveyed and subdivided, from paying these costs by the leasing of their lands; and
 - (c) using aggressive purchasing tactics, including threats to compulsorily acquire land, in order to pressure Maniapoto to sell their land to the Crown.
- 4.3.8 Through these cumulative acts and omissions the Crown failed to protect the interests of Maniapoto in lands they wished to retain, and this was a breach of te Tiriti o Waitangi/Treaty of Waitangi and its principles.
- 4.3.9 The Crown acknowledges that the operation and impact of the native land laws, in particular the award of Maniapoto land to individuals and the enabling of individuals to deal with that land without reference to iwi or hapū, made these lands more susceptible to fragmentation, alienation and partition. This contributed to the erosion of Maniapoto tribal structures, which were based on collective tribal and hapū custodianship of land. The Crown acknowledges that its failure to protect these tribal structures was a breach of te Tiriti o Waitangi/Treaty of Waitangi and its principles.
- 4.3.10 The Crown acknowledges that the Native Land Court title determination process carried significant costs, which at times led to further alienations of land. In particular, the Crown acknowledges that Maniapoto had to give up unreasonably large amounts of land to pay for survey costs for some subdivisions within the Rangitoto Tuhua block, as well as within other blocks, and that the Crown's failure to protect Maniapoto from this burden was a breach of te Tiriti o Waitangi/Treaty of Waitangi and its principles.
- 4.3.11 The Crown acknowledges that it did not provide a form of title that enabled Maniapoto to control their land and resources collectively until 1894, and this failure was a breach of te Tiriti o Waitangi/Treaty of Waitangi and its principles.

AGREEMENT IN PRINCIPLE

- 4.3.12 The Crown acknowledges that, despite a long period of protest by the owners of Mōkau-Mohakatino against a settler's attempt to lease the block, it did not consult the owners before promoting the Mokau-Mohakatino Act 1888, which validated a lease in favour of that settler over the block that the owners had not consented to. The Crown acknowledges that it failed to accord Maniapoto owners of Mōkau-Mohakatino equality of treatment, and failed to respect their rangatiratanga over their land, and this was a breach of te Tiriti o Waitangi/Treaty of Waitangi and its principles.
- 4.3.13 The Crown further acknowledges that the Mokau-Mohakatino Act 1888, which also provided for the lessee to have monopoly powers to lease additional land in Mōkau-Mohakatino, provided an extraordinary degree of support for the claims of a settler against the rights of Maniapoto landowners. The Crown concedes that its failure to protect the owners' interests, when the lessee did not meet their obligations under the lease, contributed to the sale of Mōkau-Mohakatino, and this failure to protect Maniapoto interests in land they wished to retain was a breach of te Tiriti o Waitangi/Treaty of Waitangi and its principles.
- 4.3.14 The Crown acknowledges that:
- (a) it compulsorily vested a large amount of Maniapoto land in the Tuwharetoa-Maniapoto District Maori Land Board without requiring the owners' consent;
 - (b) it vested this land under part I of the Native Land Settlement Act 1907, which required the Board to set aside approximately half of those lands vested in it for sale regardless of whether the owners had consented to their sale; and
 - (c) the Board sold significantly more land than Maniapoto owners had agreed to sell.
- 4.3.15 The Crown acknowledges that the compulsory vesting of land in the Māori Land Board prevented Maniapoto from retaining control of their land and was a breach of te Tiriti o Waitangi/Treaty of Waitangi and its principles.
- 4.3.16 The Crown acknowledges that by purchasing interests in Rangitoto Tuhua 9 from individuals, it consciously flouted the collective decision of the Maniapoto owners not to sell their land. This made a sham of provisions in the native land laws which provided for collective decision making, and was a breach of te Tiriti o Waitangi/Treaty of Waitangi and its principles.
- 4.3.17 The Crown acknowledges that it compulsorily acquired a large amount of Maniapoto land for Tokanui Mental Hospital without sufficiently detailed planning that demonstrated the need to take that land. That failure led the Crown to acquire an excessive amount of land at Tokanui and caused significant prejudice to the Maniapoto owners whose land base had already diminished as a result of raupatu and extensive Crown purchasing. The Crown acknowledges that its acquisition of the land at Tokanui in these

AGREEMENT IN PRINCIPLE

circumstances was a breach of te Tiriti o Waitangi/Treaty of Waitangi and its principles.

- 4.3.18 The Crown acknowledges that, when it compulsorily acquired the Mangoira Block in 1912 for the Mokau River Scenic Reserve under the Scenery Preservation Act 1908, it acquired 3,000 acres of Maniapoto land when it only ever required a few hundred acres for the purposes of scenery preservation. The Crown acknowledges that its taking of the Mangoira Block was excessive and constituted a breach of te Tiriti o Waitangi/Treaty of Waitangi and its principles.
- 4.3.19 The Crown acknowledges that between 1953 and 1974 the Māori Trustee was empowered to compulsorily acquire "uneconomic interests" in Maniapoto land, resulting in some Maniapoto being deprived of their tūrangawaewae, and this was a breach of te Tiriti o Waitangi/Treaty of Waitangi and its principles.
- 4.3.20 The provisional Crown acknowledgements to Maniapoto will be further developed for inclusion in the deed of settlement, including consideration of an acknowledgement of the Maniapoto contribution to the national economy.

5 RAURUNUI: CULTURAL REDRESS

General

- 5.1 All items of cultural redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 5.1.1 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 Maniapoto; and
- 5.1.2 any other conditions specified in the cultural redress tables provided below and set out in clauses 3.5, 3.8 and 11.2 of this agreement in principle.

Potential cultural redress properties

- 5.2 The deed of settlement is to provide that the settlement legislation will vest in the governance entity those of the properties described in Table 1 below as potential cultural redress properties that the parties agree are to be cultural redress properties.
- 5.3 If the parties agree a potential cultural redress property is to be vested as a cultural redress property, it will be vested in the governance entity on the basis provided in Table 1 below.

Table 1 – Potential cultural redress properties

Name of area	General description/location	Conditions of vesting / Specific conditions currently known
Four sites from the Pureora Forest Park, the boundaries are to be agreed after the signing of this agreement in principle	Up to 80 hectares for all four sites	From within the area of interest and may not undermine existing redress, subject to reserve status
Three sites from the Whareorino Conservation Area, the boundaries are to be agreed after the signing of this agreement in principle	Up to 60 hectares for all three sites	Reserve status
Aratoro Scenic Reserve	Taranaki Land District – Waitomo District 3.3195 hectares, more or less, being Lot 1 DP 12619. All Gazette notice 255618. Corner of State Highway 4 and Kopaki Road, Aratoro	Scenic reserve Refer Map 1 attached

AGREEMENT IN PRINCIPLE

Name of area	General description/location	Conditions of vesting / Specific conditions currently known
<p>Haurua and Te Puna o te Roimata L/B PF1635 (Treaty Landbank)</p>	<p>South Auckland Land District – Waitomo District 7.9693 hectares, more or less, being Lots 1, 2 and 3 DP 378307. All Transfer 8173848.2.</p> <p>41 Golf Road, Otorohanga</p>	<p>Refer Map 2 attached</p>
<p>Hauturu West Conservation Area, includes lakebed of Lake Koraha</p>	<p>South Auckland Land District – Otorohanga District 397.8050 hectares, more or less, being Section 2 Block III Kawhia South Survey District.</p> <p>Hauturu Road, Te Koraha</p>	<p>Scenic reserve status, recognition of importance of Lake Koraha in Conservation Relationship Agreement</p> <p>Refer Map 3 attached</p>
<p>Hikurangi Scenic Reserve</p>	<p>South Auckland Land District – Ruapehu District 112.1910 hectares, more or less, being Section 10 and Part Section 11 Block V Tuhua Survey District. Balance <i>Gazette</i> notice S175511.</p> <p>10.4700 hectares, more or less, being Lot 1 DPS 38035. All Transfer H716397.1.</p> <p>Uepango Road, Ongarue</p>	<p>Scenic reserve</p> <p>Refer Map 4 attached</p>
<p>Kahuwera Scenic Reserve</p>	<p>Taranaki Land District – Waitomo District 15.2319 hectares, more or less, being Lot 1 DP 15719. All computer freehold register TNL1/203.</p> <p>71.5282 hectares, more or less, being Section 41 Block IV Totoro Survey District. All <i>Gazette</i> notice 209602.</p> <p>Tikitiki Road, Te Mapara</p>	<p>Scenic reserve</p> <p>Refer Map 5 attached</p>
<p>Kurukuru Scenic Reserve</p>	<p>Taranaki Land District – Waitomo District 56.8020 hectares, more or</p>	<p>Scenic reserve</p>

AGREEMENT IN PRINCIPLE

Name of area	General description/location	Conditions of vesting / Specific conditions currently known
	<p>less, being Section 33 Block VII Mapara Survey District. Part <i>Gazette</i> 1952, p 1668.</p> <p>State Highway 4, Te Mapiu</p>	Refer Map 6 attached
Mangaokewa Gorge Scenic Reserve	<p>South Auckland Land District – Waitomo District 3.2960 hectares, more or less, being Section 1 Block IV Otake Survey District. All <i>Gazette</i> notice H801098.</p> <p>14.9733 hectares, more or less, being Section 6 Block IV Otake Survey District. All Transfer S562957.</p> <p>195.6865 hectares, more or less, being Parts Pukenui 2U1, Part Pukenui 2U2 and 2U3, Rangitoto Tuhua 64I and Part Rangitoto Tuhua 64J. Balance <i>Gazette</i> 1912, p 1394.</p> <p>Tate Road, Te Kūiti</p>	Scenic reserve Subject to discussions with Waitomo District Council
Mokau Estuary Conservation Area	<p>South Auckland Land District – Waitomo District 9.7700 hectares, more or less, being Sections 26, 27 and 28 Block I Awakino Survey District.</p> <p>Te Mahoe Road, Mōkau</p>	Recreation reserve Refer Map 8 attached
Omaru Falls Scenic Reserve	<p>Taranaki Land District – Waitomo District 4.0469 hectares, more or less, being Section 2 Blk VIII Totoro Survey District. All <i>Gazette</i> 1967, p 1284.</p> <p>Omaru Road, Aratoro</p>	Scenic reserve Refer Map 9 attached
Part of Arorangi Scenic Reserve (southern block)	South Auckland Land District – Waitomo District 187.3695 hectares, more or	Scenic reserve

AGREEMENT IN PRINCIPLE

Name of area	General description/location	Conditions of vesting / Specific conditions currently known
	<p>less, being Section 1 Block X Awakino North Survey District. All <i>Gazette</i> 1912, p 1389-1390.</p> <p>Awakau Road, Mōkau</p>	<p>Refer Map 10 attached</p>
<p>Part of Hangatiki Scenic Reserve (northern block)</p>	<p>South Auckland Land District – Waitomo District</p> <p>6.7844 hectares, more or less, being Lot 1 DPS 36098. Balance Transfer B119511.3.</p> <p>1.2840 hectares, more or less, being Lot 2 DPS 59482. Balance Transfer B119511.7.</p> <p>56.1710 hectares more or less, being Part Section 59 Block XI Orahiri Survey District. Balance <i>Gazette</i> notice H083781.</p> <p>14.3511 hectares, more or less, being Section 3 Block XI Orahiri Survey District. All <i>Gazette</i> 1910, p 1621.</p> <p>44.0 hectares, approximately, being Part Hauturu East 1E3, 1E5C2A2 and 1E5C2B5 Blocks. Balance <i>Gazette</i> 1911, p 2308. Subject to survey.</p> <p>State Highway 37, Waitomo Caves</p>	<p>Scenic reserve</p> <p>Refer Map 11 attached</p>
<p>Part of Mokau Scenic Reserve</p>	<p>South Auckland Land District – Waitomo District</p> <p>346.4312 hectares, more or less, being Parts Mangapapa B2 Block. All <i>Gazette</i> 1920 p 882.</p> <p>Mōkau River, Mōkau</p>	<p>Scenic reserve</p> <p>Refer Map 12 attached</p>
<p>Tainui Scenic Reserve</p>	<p>South Auckland Land District – Waitomo District</p> <p>6.7177 hectares, more or</p>	<p>Scenic reserve</p>

AGREEMENT IN PRINCIPLE

Name of area	General description/location	Conditions of vesting / Specific conditions currently known
	<p>less, being Purapura 1C2A Block. All <i>Gazette</i> 1981, p 347.</p> <p>State Highway 3, Mōkau</p>	Refer Map 13 attached
Tapuae Scenic Reserve	<p>Taranaki Land District – Waitomo District</p> <p>7.8700 hectares, more or less, being Lot 1 DP 14071. All Transfer 306932.8.</p> <p>22.92 hectares, approximately, being Part Section 18 Block X Totoro Survey District. Balance <i>Gazette</i> 1953, p 1752. Subject to survey.</p> <p>Barclay Road, Glenburn</p>	<p>Scenic reserve</p> <p>Refer Map 14 attached</p>
Taumatini Scenic Reserve	<p>Taranaki Land District – Waitomo District</p> <p>53.4600 hectares more or less, being Lot 1 DP 12697. All Transfer 278039.1.</p> <p>Waitahi Road, Aria</p>	<p>Scenic reserve</p> <p>Refer Map 15 attached</p>
Whareroa Conservation Area Stream	<p>Taranaki Land District – Waitomo District</p> <p>93.0 hectares approximately, being Part Sections 12 and 21 Block XI Totoro Survey District. Subject to survey.</p> <p>Oniao Road, Aria</p>	<p>Scenic reserve</p> <p>Refer Map 16 attached</p>
Up to five Kāwhia Harbour Scenic Reserves - Waiharakeke, Te Umuroa, Awaroa, Rakaunui and Te Arero	<p>South Auckland Land District – Waitomo District</p> <p>Awaroa</p> <p>32.37 hectares, approximately, being Parts Awaroa A2C, A2E2, and Part A2H1, A2H2 Blocks. Balance <i>Gazette</i> 1919, p 3193. Subject to survey.</p> <p>Berntsen Road, Hauturu</p>	<p>Scenic reserve</p> <p>Refer Map 17 attached</p>

AGREEMENT IN PRINCIPLE

Name of area	General description/location	Conditions of vesting / Specific conditions currently known
	<p>Rakaunui 14.69 hectares, approximately, being Part Awaroa A3B2A and A3B2C Blocks. All <i>Gazette</i> 1921, p 2479. Subject to survey.</p> <p>18.54 hectares, approximately, being Lot 1 DPS 25552, Lot 1 DPS 25553 and Lots 1, 2, 3 and 4 DPS 25554. All Transfer H338902.9. Subject to survey.</p> <p>Rakaunui Road, Rakaunui</p>	Refer Map 17 attached
	<p>Te Arero 22.60 hectares, approximately, being Part Kinohaku West 11D3A, 11D3B2 and 12B2B Blocks and Part Hauturu West 2B4C Block. Part <i>Gazette</i> 1924, p 902. Subject to survey.</p> <p>Te Waitere Road, Taharoa.</p>	Refer Map 17 attached
	<p>Te Umuroa 29.94 hectares, approximately, being Section 16 Block XIV Kawhia North Survey District. Balance <i>Gazette</i> 1924, p 485. Subject to survey.</p> <p>32.37 hectares, approximately, being Hauturu West 2A1 and Part 2A3 and 2A4 Blocks. Part <i>Gazette</i> 1924, p 902. Subject to survey.</p> <p>Te Umuroa Point, Kāwhia Harbour.</p>	Refer Map 17 attached
	<p>Waiharakeke South Auckland Land District – Otorohanga and Waitomo Districts.</p>	Refer Map 17 attached

AGREEMENT IN PRINCIPLE

Name of area	General description/location	Conditions of vesting / Specific conditions currently known
	<p>5.5416 hectares, approximately, being Section 20 Block XIV Kawhia North Survey District. All <i>Gazette</i> 1932, p 1325. Subject to survey.</p> <p>8.8626 hectares, approximately, being Section 13 Block XIV Kawhia North Survey District and Section 8 Blk II Kawhia South Survey District. All <i>Gazette</i> 1914, p 3117. Subject to survey.</p> <p>5.6 hectares, approximately, being Section 16 Block II Kawhia South Survey District. All <i>Gazette</i> notice H077478. Subject to survey.</p> <p>6.7337 hectares, approximately, being Lots 1 and 2 DPS 16652. All Transfer H047370.2. Subject to survey.</p> <p>Owhiro Road, Waiharakeke</p>	
<p>LINZ - Treaty Settlements Landbank (PF 1296)</p>	<p>South Auckland Land District – Waitomo District Council</p> <p>0.0996 hectares, more or less, being Lot 1 DPS 87195. All computer freehold register SA69B/12.</p> <p>Carroll Street, Te Kūiti</p>	
<p>LINZ - Treaty Settlements Landbank (PF 1296)</p>	<p>South Auckland Land District - Waitomo District Council</p> <p>0.9335 hectares, more or less, being Lot 2 DPS 88766. All computer freehold register SA70A/902.</p> <p>Carroll Street, Te Kūiti</p>	

AGREEMENT IN PRINCIPLE

Name of area	General description/location	Conditions of vesting / Specific conditions currently known
LINZ - Treaty Settlements Landbank (PF 1271)	<p>Taranaki Land District – Waitomo District Council</p> <p>2.8500 hectares, more or less, being Lot 1 DP 19250. All computer freehold register TNK3/359.</p> <p>Mangapehi Railway Station, State Highway 30, Kopaki</p>	

Overlay classification

- 5.4 The deed of settlement is to provide for the settlement legislation to –
- 5.4.1 declare the area(s) described in Table 2 below as subject to an overlay classification; and
 - 5.4.2 provide the Crown's acknowledgement of a statement of Maniapoto values in relation to the area; and
 - 5.4.3 require the New Zealand Conservation Authority, and relevant conservation boards -
 - (a) when considering a conservation document, in relation to the area, to have particular regard to –
 - (i) the statement of Maniapoto values; and
 - (ii) the protection principles agreed by the parties; and
 - (b) before approving a conservation document, in relation to the area to –
 - (i) consult with the governance entity; and
 - (ii) have particular regard to its views as to the effect of the document on Maniapoto values and the protection principles; and
 - 5.4.4 require the Director-General of Conservation to take action in relation to the protection principles; and
 - 5.4.5 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.

AGREEMENT IN PRINCIPLE

Table 2 – Overlay classification

Overlay areas to which the overlay classification is to apply	General description/location
Part of Pureora Forest Park, within the area of interest and excludes the sites proposed for transfer and Pureora o Kahu	To be confirmed
Pureora o Kahu, part of Pureora Forest Park	As shown on deed plans OTS-113-15 and OTS-120-18 of the Raukawa and Maraeroa A and B Block Deeds of Settlement respectively
Whareorino Conservation Area, excluding the sites proposed for transfer	To be confirmed

- 5.5 The Crown has provided an overlay classification over Pureora o Kahu to Raukawa and the descendants of the original owners of the Maraeroa A and B Blocks. The overlay classification over Pureora o Kahu, refer to Table 2, will be on the same or similar terms provided for in clause 5.4 and in the Raukawa and Maraeroa A and B Block Deeds of Settlement.

Statutory acknowledgement

- 5.6 The deed of settlement is to provide for the settlement legislation to –
- 5.6.1 provide the Crown’s acknowledgement of the statements by Maniapoto of their particular cultural, spiritual, historical, and traditional association with each of the areas described in Table 3 below as statutory areas to the extent that those areas are owned by the Crown; and
 - 5.6.2 require relevant consent authorities, the Environment Court, and the Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
 - 5.6.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area; and
 - 5.6.4 require relevant consent authorities to forward to the governance entity a copy of a resource consent application notice received under section 145(10) of the Resource Management Act 1991; and
 - 5.6.5 enable the governance entity, and any member of Maniapoto, to cite the statutory acknowledgement as evidence of the settling group’s association with a statutory area.

AGREEMENT IN PRINCIPLE

Table 3 – Statutory acknowledgements

Statutory areas to which the statutory acknowledgement is to apply	General description/location
Coastal Area	Extends from Waipingao Stream to the Kāwhia Harbour coastline near to Tiritirimatangi
Huioteko Scenic Reserve	Near Ohura
Hutiwai Conservation Area	Near Mōkau
Kakepuku Mountain Historic Reserve	Near Kihikihi
Mahoenui Conservation Area	Near Mōkau
Mangapohue Natural Bridge Scenic Reserve	Near Te Kūiti
Marokopa Falls Scenic Reserve	Near Kāwhia
Part of Matakana Conservation Area	The area linked to Te Puta Spring. The Matakana Conservation Area is near Otorohanaga
Moeatoa Scenic Reserve	Near Kāwhia
Mohakatino Conservation Area	Near Mōkau
Mokau River Scenic Reserve	Near Mōkau
Ngatamahine Scenic Reserve	Near Te Kūiti
Ngā Wai o Maniapoto	To be confirmed
Ngutunui Stream Scenic Reserve	Near Pirongia
Okahukura Scenic Reserve	Near Taumarunui
Part of Pirongia Forest Park	Near Pirongia
Puketapu Historic Reserve	Near Te Kūiti
Totoro Scenic Reserve	Near Te Kūiti
Turaerae Scenic Reserve	Near Te Kūiti
Waitewhena Conservation Area	Near Ohura

Deeds of recognition

- 5.7 The deed of settlement is to require that the Crown provide the governance entity with the deeds of recognition in relation to the statutory areas referred to in Table 4 below to the extent that those areas are owned and managed by the Crown.
- 5.8 A deed of recognition will require the Minister of Conservation and the Director-General of Conservation, when undertaking certain activities within a statutory area, to –
- 5.8.1 consult the governance entity; and
 - 5.8.2 have regard to its views concerning Maniapoto association with the statutory area as described in a statement of association.

AGREEMENT IN PRINCIPLE

Table 4 – Deeds of recognition, issued by the Minister of Conservation and the Director-General of Conservation

Statutory areas to which the deed of recognition is to apply	General description/location
Takepuku Mountain Historic Reserve	Near Kihikihi
Mangapohue Natural Bridge Scenic Reserve	Near Te Kūiti
Part of Pirongia Forest Park	Near Pirongia

Co-author a chapter in the Waikato Conservation Management Strategy

- 5.9 The deed of settlement will provide Maniapoto the ability to co-author a chapter in the Waikato Conservation Management Strategy with the Department of Conservation. The chapter will cover public conservation land shown on the Conservation Management Strategy chapter map.
- 5.10 For the avoidance of doubt:
- 5.10.1 this redress will not alter the role, under the Conservation Act 1987, of the New Zealand Conservation Authority in approving the Waikato Conservation Management Strategy, or the Waikato Conservation Board in recommending the Conservation Management Strategy to the New Zealand Conservation Authority for approval; and
 - 5.10.2 the Maniapoto chapter will not apply to potential cultural redress properties identified in Table 1 if they are vested in the governance entity.
- 5.11 The Waikato Conservation Management Strategy currently covers the period from 2014 to 2024 and the next review of the Conservation Management Strategy is expected to commence ahead of its expiry in 2024. It is proposed that the development of the chapter referred to in clause 5.9 begin at this point.
- 5.12 The deed of settlement will include:
- 5.12.1 a commitment by the Crown to commence the development of the chapter referred to in clause 5.9 at the next review of the Waikato Conservation Management Strategy in 2024; and
 - 5.12.2 should it be necessary, the ability to ‘decouple’ the chapter referred to in clause 5.9 from the Waikato Conservation Management Strategy, if it needs to be developed separately and on a longer timeframe.

Effect of the Maniapoto Iwi Environmental Management Plan

- 5.13 When preparing a relevant Conservation Management Strategy that falls within the area of interest, the Director-General of Conservation will have particular regard to the Maniapoto Iwi Environmental Management Plan to the extent that its contents relate to the relevant Conservation Management Strategy.

AGREEMENT IN PRINCIPLE

Decision-making framework regarding public conservation land

- 5.14 The deed of settlement will include a decision-making framework that applies to decisions under Part 3B (concessions) of the Conservation Act 1987. The intent of the framework is to ensure:
- 5.14.1 the Department of Conservation encourages potential concession applicants to contact the governance entity to discuss their application prior to lodgement; and
 - 5.14.2 decision-makers:
 - (a) are informed of, and understand, early in the decision-making process, the nature of the governance entity's interest and views in the relevant decision; and
 - (b) explore whether, in making the decision, it is possible to reconcile any conflict between the interests and views of the governance entity and any other considerations in the decision-making process under the relevant conservation legislation; and
 - (c) record in writing and communicate to the governance entity their decision and how they complied with the framework.

Further discussions in relation to potential cultural redress

- 5.15 Subject to clause 8.2.2, on an exceptional basis, the Crown and Maniapoto may discuss further cultural redress over culturally significant sites.
- 5.16 The agreement to discuss cultural redress properties may not result in any agreed redress.

Potential cultural redress with local authorities

- 5.17 Subject to clause 8.2.2, the Crown will explore with the following local authorities potential cultural redress over culturally significant sites:
- 5.17.1 Otorohanga District Council; and
 - 5.17.2 Ruapehu District Council; and
 - 5.17.3 Waipa District Council; and
 - 5.17.4 Waitomo District Council.
- 5.18 The Crown can only offer properties as a potential cultural redress property if the Crown and the relevant local authority agree.

AGREEMENT IN PRINCIPLE

- 5.19 The agreement to discuss cultural redress properties with local authorities may not result in any agreed redress.

Potential cultural redress with AgResearch

- 5.20 Subject to clause 8.2.2, the Crown will explore with AgResearch potential cultural redress over parts of Tokanui Farm. The Crown can only offer this property as a potential cultural redress property if the Crown and AgResearch agree.
- 5.21 The agreement to discuss potential redress over parts of Tokanui Farm may not result in any agreed redress.

Potential cultural redress with Landcorp Farming Limited

- 5.22 Subject to clause 8.2.2, the Crown will explore with Landcorp Farming Limited potential cultural redress options over parts of Te Wharau and Meringa Farms.
- 5.23 The Crown can only offer cultural redress options if the Crown and Landcorp Farming Limited agree.
- 5.24 Accordingly, the commitment to discuss potential redress over parts of Te Wharau and Meringa Farms may not result in any agreed cultural redress with respect to those properties.

Potential official geographic names

- 5.25 The Crown will invite Maniapoto to develop a list of new and altered geographic name changes for geographic features within the area of interest for submission to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa, to be considered through the geographic Treaty names process. The Crown will present the proposed names to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa for consideration.
- 5.26 The deed of settlement is to provide for the settlement legislation to provide for the names listed in the deed of settlement to be the official geographic name of the feature, if the parties and the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa agree.
- 5.27 The Crown acknowledges Maniapoto seek to have 'Te Ara a Tūrongo' recognised as the official geographic name for the North Island Main Trunk railway line, as it is within the Maniapoto area of interest. The Crown will support the exploration of the potential name change with the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa.

Taiaha 'Mahuta' / 'Maungārongo'

- 5.28 Since 1885 the Otago Museum has held and cared for the taiaha 'Mahuta' / 'Maungārongo', set out in Attachment 2. The Otago Museum has offered to discuss the potential repatriation and rehousing of the taiaha 'Mahuta' / 'Maungārongo' to Maniapoto. The Crown, Otago Museum and Maniapoto will discuss, following the signing of this agreement in principle, the potential options in respect of its repatriation.

AGREEMENT IN PRINCIPLE

- 5.29 The agreement to discuss potential repatriation may not result in any agreed redress of this nature.

North Island Main Trunk railway

- 5.30 The Crown and Maniapoto agree to explore with the KiwiRail Holdings Limited and the New Zealand Railways Corporation potential cultural redress over the North Island Main Trunk railway, within the Maniapoto area of interest. Potential redress may include:

5.30.1 subject to clause 8.2.2, the potential vesting of discrete sites along the North Island Main Trunk railway; and

5.30.2 support for Maniapoto to install information at railway stations, or other key locations, along the North Island Main Trunk railway line that records and recognises the historical connection of Maniapoto to the railway; and

5.30.3 support for Maniapoto to seek the name for the North Island Main Trunk railway to be officially changed to 'Te Ara a Tūrongo'; and

5.30.4 support for Maniapoto to record a statement of association about their historical association with the North Island Main Trunk railway.

- 5.31 The Crown can only offer potential redress, set out in clause 5.30, over the North Island Main Trunk railway as cultural redress if the Crown, KiwiRail Holdings Limited and the New Zealand Railways Corporation agree.

- 5.32 The agreement to explore potential redress over the North Island Main Trunk railway may not result in any agreed redress.

Cultural redress non-exclusive

- 5.33 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 AHUMANIA: RELATIONSHIP REDRESS

General

- 6.1 All items of relationship redress are cultural redress and are subject to 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 Maniapoto agreed, determined or resolved before a deed of settlement is signed.

Ahumania

- 6.2 Ahumania acknowledges and supports the aspirations of Maniapoto for enhanced relationships with core Crown agencies. The forms of the relationship redress are set out in clauses 6.9 and 6.11 to 6.16.

- 6.3 For Maniapoto, the basis of this relationship will be:

Te mana o Maniapoto me ōna hapū maha - ko te oranga o te iwi, kei roto i te iwi, ko tōku oranga kei roto i ahau. Homai he huruhuru mōku ake, māku anō tōku nei korowai e whatu, e whakanikoniko. Homai he rākau mōku ake, māku anō tōku nei whare me te whare o te Nehenehenui e hanga.

The prestige, recognition, and authority of Maniapoto and its many hapū - the tribe's wellbeing is in the tribe's hands, my well being is in my hands. Give me feathers to use and I will weave and adorn my own korowai. Give me wood to use, and I will build my house and the House of Te Nehenehenui - with access to and use of the necessary resources the tribe's and my wellbeing is assured.

- 6.4 Maniapoto are developing a 40 year vision and strategy based on "Maniapoto 2050" for achieving the social, economic and cultural aspirations for the individuals, whānau and hapū of Maniapoto (Maniapoto me ōna hapū maha, te whare o te Nehenehenui). Maniapoto seek to develop a relationship with the Crown that will improve specific metrics of health, wellbeing and success so that Maniapoto outcomes are demonstrably improved and at least equal to the outcomes of non-Māori.

- 6.5 Maniapoto seek to develop relationship agreements in relation to:

- 6.5.1 protection and restoration of taonga and sites of significance; and
- 6.5.2 supporting and enhancing Maniapoto kaitiakitanga responsibilities; and
- 6.5.3 protection and dissemination of mātauranga o Maniapoto, reo o Maniapoto and tikanga o Maniapoto; and
- 6.5.4 natural resource management; and
- 6.5.5 regional economic development and infrastructure support; and

AGREEMENT IN PRINCIPLE

- 6.5.6 human capability and development aspirations; and
 - 6.5.7 developing a data platform to support evidence based reporting; and
 - 6.5.8 research and development partnerships to optimise the utilisation of land resource in the area of interest; and
 - 6.5.9 supporting the governance entity to become the coordinating body for Maniapoto; and
 - 6.5.10 supporting Maniapoto to achieve its 40 year vision and strategy based on "Maniapoto 2050".
- 6.6 Maniapoto and the agencies listed at clause 6.7 wish to work together for the achievement of mutually beneficial outcomes.
- 6.7 Agencies that will discuss potential relationship redress with Maniapoto, in relation to clauses 6.5 and 6.6, include:
- 6.7.1 the Ministry of Education; and
 - 6.7.2 the Ministry for Vulnerable Children, Oranga Tamariki; and
 - 6.7.3 the Ministry of Social Development; and
 - 6.7.4 the Ministry of Justice; and
 - 6.7.5 the New Zealand Police; and
 - 6.7.6 the Social Investment Agency.
- 6.8 The agreement to discuss potential relationship redress may not result in any agreed redress.

Relationship agreement with the Department of Conservation

- 6.9 The deed of settlement will include a Conservation Relationship Agreement to be entered into by the Minister of Conservation (the Minister) and Director-General of Conservation (Director-General) with the governance entity that applies across the Maniapoto area of interest.
- 6.10 The Department of Conservation will work with Maniapoto following the signing of the agreement in principle to develop a Conservation Relationship Agreement that will include:
- 6.10.1 the roles and responsibilities of each party (Maniapoto as kaitiaki and the Minister and Director-General under conservation legislation) in respect to their joint commitment to the restoration and protection of the mauri, health

AGREEMENT IN PRINCIPLE

- and wellbeing of public conservation lands and natural and historic resources in the area of interest; and
- 6.10.2 explore how the parties may uphold and give effect to the kawa and tikanga of Maniapoto in relation to public conservation lands in the area of interest; and
 - 6.10.3 how the parties will maintain effective and efficient communication; and
 - 6.10.4 how the parties may create training and employment opportunities for Maniapoto kaitiaki to support the care, maintenance, protection and restoration of public conservation lands in the area of interest; and
 - 6.10.5 strategic collaboration between the parties, including through meeting to agree long-term strategic objectives and meeting as part of each parties' annual business planning processes to discuss priorities, commitments and potential projects (for example, this could include discussion on any specific sites of significance to the parties, such as Lake Koraha located within Hauturu West Conservation Area); and
 - 6.10.6 co-operation on freshwater fisheries and freshwater habitats; and
 - 6.10.7 co-operation on the management of marine mammal strandings; and
 - 6.10.8 how the parties will engage on statutory authorisations; and
 - 6.10.9 how the parties will engage on statutory land management activities (e.g. changing reserve classifications, vesting or management appointments for reserves); and
 - 6.10.10 access to, and the use of, cultural materials (i.e. plant and plant materials) gathered from public conservation land for cultural purposes; and
 - 6.10.11 provision for the protection of wāhi tapu and other sites of significance to Maniapoto on public conservation land (with culturally sensitive information treated in confidence unless otherwise agreed); and
 - 6.10.12 explore strategic collaboration for the ongoing protection of endemic species to support biodiversity; and
 - 6.10.13 input into the Department of Conservation's species management work; and
 - 6.10.14 visitor and public information, in particular, opportunities for input into visitor appreciation; and
 - 6.10.15 co-operation on advocacy in relation to the Resource Management Act 1991; and
 - 6.10.16 identification of cross-organisational opportunities as part of annual business planning.

AGREEMENT IN PRINCIPLE

Primary Industries Protocol

- 6.11 The deed of settlement is to require that the Minister for Primary Industries will issue the governance entity with a Primary Industries Protocol. The protocol will provide for the Crown's interaction with the governance entity in relation to agreed matters.

Relationship redress with the Ministry of Business, Innovation and Employment

Relationship Agreement

- 6.12 The deed of settlement will include a relationship agreement to be entered into by the Chief Executive of the Ministry of Business, Innovation and Employment with the governance entity.

Maniapoto Energy and Resources Accord

- 6.13 The Crown will explore with Maniapoto the possible extension of the Maniapoto Energy and Resources Accord, dated 27 November 2013, following the signing of this agreement in principle.

- 6.14 The agreement to explore extending the Maniapoto Energy and Resources Accord may not result in an extension.

Taonga tūturu relationship redress

- 6.15 The deed of settlement will provide for Museum of New Zealand Te Papa Tongarewa (Te Papa), Department of Internal Affairs Te Tari Taiwhenua and Manatū Taonga to enter into a relationship agreement or agreements with the governance entity. This may take the form of:

6.15.1 letter of commitment with Te Papa and the Department of Internal Affairs Te Tari Taiwhenua;

6.15.2 Taonga Tūturu protocol issued by Manatū Taonga or equivalent; and

6.15.3 joint relationship agreement entered into with the governance entity.

Extension of the Environment Accord

- 6.16 The Minister for the Environment, the Secretary for the Environment and Maniapoto will, subject to discussions, extend the Environment Accord, dated 29 September 2011, to cover the area of interest.

Letter of introduction

- 6.17 The deed of settlement will provide for the Minister for Treaty of Waitangi Negotiations to write a letter of introduction to the Director of the Museum of Transport and Technology Auckland.

AGREEMENT IN PRINCIPLE

- 6.18 The purpose of the letter is to raise the profile of Maniapoto with the Museum of Transport and Technology Auckland in relation to the North Island Main Trunk railway. The text of the letter will be agreed between Maniapoto and the Crown.

7 RAUMAIROA: NATURAL RESOURCES REDRESS

General

- 7.1 All items of natural resources redress are cultural redress and are subject to the 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 Maniapoto being agreed, determined or resolved before a deed of settlement is signed.

Statement of significance of Ngā Wai o Maniapoto

- 7.2 The deed of settlement is to provide for the settlement legislation to include statement of significance recognising the historic, intellectual, physical and spiritual relationship between Maniapoto and the waterways within their area of interest. This statement of significance will be guided by but not limited to the statement(s) of significance listed in Ngā Wai o Maniapoto (Waipa River) Act 2012.
- 7.3 The parties acknowledge that the statement in clause 7.2 is not intended to give rise to any new rights or obligations.

Discussions in relation to Ngā Wai o Maniapoto

- 7.4 The parties agree to explore mechanisms to provide for greater Maniapoto input into decision making in relation to waterways within the Maniapoto area of interest, within the following regions:
- 7.4.1 the Taranaki region; and
- 7.4.2 the Waikato region (excluding those covered by the Ngā Wai o Maniapoto (Waipa River) Act 2012.
- 7.5 The parties anticipate the exploration referred to in cause 7.4 to focus on:
- 7.5.1 an agreement based on existing legislative arrangements for the waterways referred to in clause 7.4.1; and
- 7.5.2 a joint management agreement in relation to the waterways referred to in clause 7.4.2.
- 7.6 The parties agree to undertake best endeavours to obtain agreement for any mechanism developed under clause 7.4.1 from Taranaki Regional Council and New Plymouth District Council.
- 7.7 The parties agree to undertake best endeavours to obtain agreement for any mechanism developed under clause 7.4.2 from Waikato Regional Council, Waikato District Council, Waitomo District Council, Otorohanga District Council and Waipa District Council.

AGREEMENT IN PRINCIPLE

Acknowledgements regarding Te Awa Tupua (Whanganui River Claims Settlement) Act 2017

- 7.8 The parties acknowledge that:
- 7.8.1 Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 provides for Maniapoto representation in relation to the Whanganui River and its catchments as one of the iwi with interests that collectively appoint a member to Te Pou Tupua, Te Karewao (the advisory group to Te Pou Tupua) and Te Kōpuka nā Te Awa Tupua (the strategy group); and
 - 7.8.2 Te Pou Tupua is required to develop appropriate mechanisms for engaging with, and reporting to, the iwi and hapū with interests in the Whanganui River on matters relating to Te Awa Tupua; and
 - 7.8.3 when Te Pou Tupua is considering a discrete part of the Whanganui River, the membership of Te Karewao is required to have a member appointed by the iwi and hapū with an interest in that part of the Whanganui River, for the purpose of providing advice and support to Te Pou Tupua; and
 - 7.8.4 Maniapoto will be able to apply to Te Korotete o Te Awa Tupua for initiatives to support the health and well-being of Te Awa Tupua.
- 7.9 Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 further provides for Maniapoto input into the management of the waterways through:
- 7.9.1 involvement in the development of Te Heke Ngahuru (strategy document); and
 - 7.9.2 representation on the collaborative group appointed to review and consider how to improve the management of activities on the surface of the waterways are managed; and
 - 7.9.3 the nomination of members for the hearings commissioner register; and
 - 7.9.4 involvement in fisheries management.
- 7.10 The deed of settlement will provide for the Crown to acknowledge that:
- 7.10.1 Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 does not usurp the mana of, or the exercise of customary rights and responsibilities of any iwi or group with interests in the Whanganui River; and
 - 7.10.2 Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 does not limit any extant customary title in relation to the Whanganui River.
- 7.11 The Crown acknowledges the Maniapoto desire to ensure they are directly notified of, and able to participate in, resource management matters affecting waterways within the area of interest and the Whanganui region.

AGREEMENT IN PRINCIPLE

Kāwhia Harbour negotiations

- 7.12 Maniapoto and the Crown acknowledge and agree that cultural redress in relation to Kāwhia Harbour, other than provided for in clause 5.2, will be developed in separate negotiations.
- 7.13 The deed of settlement will record the parties' acknowledgement and agreement that the deed does not:
- 7.13.1 provide cultural redress in relation to Kāwhia Harbour and that cultural redress in relation to Kāwhia Harbour will be developed in separate negotiations; and
 - 7.13.2 prevent the development of further cultural redress in those future negotiations; and
 - 7.13.3 prevent the exploration of a holistic and integrated solution for Kāwhia Harbour in those future negotiations; and
 - 7.13.4 define or limit the geographic scope of those future negotiations.
- 7.14 The parties agree that any mechanism developed under clause 7.4.2 will be able to be cancelled or amended should any mechanism agreed as part of the negotiations in relation to Kāwhia Harbour relate to the same geographic area.

8 TAHUARUA ME TE PAEPAEKURA: FINANCIAL AND COMMERCIAL REDRESS

General

- 8.1 All items of commercial redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 8.1.1 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 Maniapoto; and
 - 8.1.2 any other conditions specified in the commercial redress tables provided below and set out in clauses 3.5, 3.8 and 11.2 of this agreement in principle.

Financial and commercial redress amount

- 8.2 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 of \$165,000,000.00 less –
- 8.2.1 the total of the transfer values (determined in accordance with the valuation process in schedules 3 and 4) of any properties that the deed of settlement provides are commercial redress properties to be transferred to the governance entity on the settlement date; and
 - 8.2.2 the value of any cultural properties agreed under clauses 5.15, 5.17, 5.20 or 5.30 of this agreement in principle.

Potential commercial redress properties

- 8.3 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 Table 5 below that the parties agree are to be commercial redress properties. The potential commercial redress properties to be transferred to the governance entity are licensed land.
- 8.3.1 the settlement documentation is to provide –
- (a) the licensed land is to 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; and
 - (ii) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and

AGREEMENT IN PRINCIPLE

- (iii) entitled to the rental proceeds under the Crown forestry licence since the commencement of the licence.

Table 5 – Potential commercial redress property

Landholding Agency	Property Name/Address	General description/ location
Land Information New Zealand - Crown Forestry Licence	16106 - Mangaokewa CFL	South Auckland Land District- Waitomo District. 1176.3769 hectares, more or less, being Lot 1 DPS 49233, Lot 1 DPS 56862, Lots 1 and 2 DPS 56979 and Lots 1 and 2 DPS 58593. Crown forestry licence contained in computer interest register SA57A/650.
Land Information New Zealand - Crown Forestry Licence	16105 - Pirongia CFL	South Auckland Land District- Otorohanga District. 298.9509 hectares, more or less, being Lot 1 DPS 42253, Lots 1 and 2 DPS 63001, Lot 1 DPS 63002, Lot 1 DPS 63003, and Lot 1 DPS 67204. Crown forestry licence contained in computer interest register SA58C/445.
Land Information New Zealand - Crown Forestry Licence	16107 – Part Pureora North CFL	South Auckland Land District- Otorohanga and Waitomo Districts. 999.8238 hectares more or less, being Sections 3, 4 and 5 SO 461525. Part Crown forestry licence contained in part computer interest register SA58D/661
Land Information New Zealand - Crown Forestry Licence	16109 - Tawarau CFL	South Auckland Land District- Waitomo District. 1676.7109 hectares, more or less, being, Lots 1 and 2 DPS 57165, Lot 1 DPS 57166, Lot 1 DPS 62998, Lots 1 and 2 DPS 62999, Lot 1 DPS 63000 and Lot 1 DPS 78413. Crown forestry licence contained in computer interest register SA64C/600.

AGREEMENT IN PRINCIPLE

Potential deferred selection properties

- 8.4 The deed of settlement is to provide the governance entity may, during the deferred selection period provide written notice and interest to the Crown in purchasing any or all of those of the properties described in Table 6 below as potential deferred selection properties that the parties agree are to be deferred selection properties.
- 8.5 The Crown and Maniapoto will negotiate and confirm the deferred selection period of either 12 months or 24 months for each potential deferred selection property listed in Table 6 after signing the deed of settlement.
- 8.6 The deed of settlement will provide for the effect of written notice and will set out a process where the property is valued and may be acquired by the governance entity.

Table 6 – Potential deferred selection properties for transfer

Land holding Agency	Property Name/Address	General description/ location
Land Information New Zealand Treaty settlement landbank Landbank PF1227	21 Hinewai Road, Te Kawa	<i>South Auckland Land District – Otorohanga District Council</i> 0.1007 hectares, more or less, being Section 1 SO 49849. All computer freehold register SA58C/260.
Land Information New Zealand Treaty settlement landbank Landbank PF1228	Kawhia Road, 1162 State Highway 31, Otorohanga	<i>South Auckland Land District – Otorohanga District Council</i> 0.1012 hectares, more or less, being Lot 1 DPS 85741. All computer freehold register SA67D/631.
Land Information New Zealand Treaty settlement landbank Landbank PF1349	1790 SH3, Kiokio	<i>South Auckland Land District - Otorohanga District Council</i> 0.1113 hectares, more or less, being Part Lot 2 DP 10419. All computer freehold register SA73A/742.
Land Information New Zealand Treaty settlement landbank Landbank PF1537	19 Rangitahi Street, Otorohanga	<i>South Auckland Land District - Otorohanga District Council</i> 0.0673 hectares, more or less, being Lot 5 DPS 14356. All computer freehold register 282098.
Land Information New Zealand Treaty settlement landbank Landbank PF1350	756 Maihihi Road, Maihihi	<i>South Auckland Land District - Otorohanga District Council</i> 0.1214 hectares, more or less,

AGREEMENT IN PRINCIPLE

Land holding Agency	Property Name/Address	General description/ location
		being Lot 1 and 2 DPS 89247. All computer freehold register SA70B/607.
Land Information New Zealand Treaty settlement landbank Landbank PF1758	456 Mangatoa Road, Kiritehere	<i>South Auckland Land District - Waitomo District Council</i> 0.8524 hectares, more or less, being Lot 1 DP 29659. All computer freehold register 468704
Land Information New Zealand Treaty settlement landbank Landbank PF1756	11 Esplanade, Te Kūiti	<i>South Auckland Land District - Waitomo District Council</i> 0.1077 hectares, more or less, being Lot 1 DPS 769. All computer freehold register 510173.
Land Information New Zealand Treaty settlement landbank Landbank PF1120	Cnr Hospital Rd & Eketone St, Te Kūiti	<i>South Auckland Land District - Waitomo District Council</i> 3.2815 hectares, more or less, being Lot 1 DPS 70280. All transfer B569331.1
Land Information New Zealand Treaty settlement landbank Landbank PF1669	41 Taupiri Street, Te Kūiti	<i>South Auckland Land District - Waitomo District Council</i> 0.1252 hectares, more or less, being Allotment 4 Block VII Te Kuiti Maori Township. No registration
Land Information New Zealand Treaty settlement landbank Landbank PF1906	11 Walker Road, Te Kūiti	<i>South Auckland Land District - Waitomo District Council</i> 0.0647 hectares, more or less, being Lot 11 DPS 21718. All computer freehold register SA20B/699.
Land Information New Zealand Treaty settlement landbank Landbank PF1907	45A William Street, Te Kūiti	<i>South Auckland Land District - Waitomo District Council</i> 0.1030 hectares, more or less, being Lot 1 DPS 21718. All computer freehold register SA20B/689.
Land Information New Zealand Treaty settlement landbank Landbank PF1651	49 Taupiri Street, Te Kūiti	<i>South Auckland Land District - Waitomo District Council</i> 0.1968 hectares, more or less, being Lot 1 and 2 DPS 6962 and

AGREEMENT IN PRINCIPLE

Land holding Agency	Property Name/Address	General description/ location
		Allotment 12 Block VII Te Kuiti Maori Township. All transfer 8601495.1.
Land Information New Zealand Treaty settlement landbank Landbank PF1213	44 - 46 Carroll Street, Te Kūiti	<i>South Auckland Land District - Waitomo District Council</i> 0.0708 hectares, more or less, being Allotment 8 Block XV Te Kuiti Maori Township. All computer freehold register SA30C/227. 0.0708 hectares, more or less, being Allotment 10 Block XV Te Kuiti Maori Township. All computer freehold register SA30C/228.
Land Information New Zealand Treaty settlement landbank Landbank PF1197	22 Hill Street, Te Kūiti	<i>South Auckland Land District - Waitomo District Council</i> 0.1659 hectares, more or less, being Lot 1 DPS 86542. All computer freehold register SA68C/77.
Land Information New Zealand Treaty settlement landbank Landbank PF1348	28 Bayne Street, Te Kūiti	<i>South Auckland Land District - Waitomo District Council</i> 0.0625 hectares, more or less, being Lot 33 DPS 14110. All computer freehold register SA72C/912.
Land Information New Zealand Treaty settlement landbank Landbank PF1115	1787 Tikitiki Road, Aramatai	<i>Taranaki Land District - Waitomo District Council</i> 0.2383 hectares, more or less, being Part Rangitoto Tuhua 72B3A Block. All computer freehold register TNL1/44.
Land Information New Zealand Treaty settlement landbank Landbank PF1620	School Road, Benneydale	<i>Taranaki Land District - Waitomo District Council</i> 0.0296 hectares, more or less, being Section 84 Block X Mapara Survey District. All computer freehold register 233809. 1.3830 hectares, more or less, being Lot 2 DP 332251. All computer freehold register 134118
Land Information	SH3, Ex Mahoenui School,	<i>South Auckland Land District -</i>

AGREEMENT IN PRINCIPLE

Land holding Agency	Property Name/Address	General description/ location
New Zealand Treaty settlement landbank Landbank PF1768	Mahoenui	<i>Waitomo District Council</i> 3.6943 hectares, more or less, being Lot 1 DP 425685. All computer freehold register 501286
Land Information New Zealand Treaty settlement landbank Landbank PF1180	3227 - 3235 SH 3 (Rimrock Station), Awakino	<i>South Auckland Land District - Waitomo District Council</i> [799.8638 hectares, more or less,] being Lot 3 and Part Lots 1, 2, 8, and 9, DP 17787, and Stopped Road (SO 41152). Balance computer freehold register SA39B/295.
Land Information New Zealand Treaty settlement landbank Landbank PF1069	34 Fraser Smith Road, (Awakino School), Awakino	<i>South Auckland Land District - Waitomo District Council</i> 1.9559 hectares, more or less, being Lot 1 and 2 DPS 78745 and Section 59 Block VII Awakino North Survey District. All computer freehold register SA62B/603.
Land Information New Zealand Treaty settlement landbank Landbank PF1442	4670 SH3 (Piopio-Mokau), Awakino	<i>South Auckland Land District - Waitomo District Council</i> 134.2689 hectares, more or less, being Part Lots 1 and 2 DPS 7955. All computer freehold register 67252.
Land Information New Zealand Treaty settlement landbank Landbank PF1814	Waione Road, Waimiha, Ongarue	<i>South Auckland Land District - Ruapehu District Council</i> 17.4976 hectares, more or less, being Rangitoto Tuhua 80B1B1. All transfer 9212644.1.

Further potential deferred selection properties

- 8.7 Following the signing of the agreement in principle the Crown will explore providing Maniapoto some but not all of the further potential deferred selection properties described in Table 7 below as potential deferred selection properties.
- 8.8 If offered, the terms of the Crown offer will be consistent with the potential deferred selection properties at clauses 8.4, 8.5 and 8.6.
- 8.9 The agreement to explore further potential deferred selection properties may not result in any agreed redress.

AGREEMENT IN PRINCIPLE

Table 7 – Further potential deferred selection properties for transfer

Land holding Agency	Property Name/Address	General description/ location
Land Information New Zealand Treaty settlement landbank Landbank PF1464	18 Williams Avenue, Ohura	<i>Taranaki Land District - Ruapehu District Council</i> 0.1014 hectares, more or less, being Lot 13 DP 6904. All computer freehold register TNK4/522.
Land Information New Zealand Treaty settlement landbank Landbank PF1465	14 Williams Avenue, Ohura	<i>Taranaki Land District - Ruapehu District Council</i> 0.0893 hectares, more or less, being Lot 15 DP 6904. All computer freehold register TNK3/807.
Land Information New Zealand Treaty settlement landbank Landbank PF1467	6 Williams Avenue, Ohura	<i>Taranaki Land District - Ruapehu District Council</i> 0.0893 hectares, more or less, being Lot 19 DP 6904. All computer freehold register TNK4/524.
Land Information New Zealand Treaty settlement landbank Landbank PF1466	8 Williams Avenue, Ohura	<i>Taranaki Land District - Ruapehu District Council</i> 0.0845 hectares, more or less, being Lot 18 DP 6904. All computer freehold register TNK4/523.
Land Information New Zealand Treaty settlement landbank Landbank PF1311	15-19 Mangaparo Rd/Huia St, Ohura	<i>Taranaki Land District - Ruapehu District Council</i> 0.3209 hectares, more or less, being Section 1-3 Block XXI Town of Ohura. All computer freehold register TNL1/1013.
Land Information New Zealand Treaty settlement landbank Landbank PF1458	20 Mangaparo Road, Ohura	<i>Taranaki Land District - Ruapehu District Council</i> 0.1027 hectares, more or less, being Part Lot 1 DP 6172. All computer freehold register 54501.
Land Information New Zealand Treaty settlement landbank Landbank L/B PF1312	22-24 Mangaparo Road, Ohura	<i>Taranaki Land District - Ruapehu District Council</i> 0.2008 hectares, more or less, being Lot 1 DP 20291. All computer freehold register TNL1/812.

AGREEMENT IN PRINCIPLE

Land holding Agency	Property Name/Address	General description/ location
Land Information New Zealand Treaty settlement landbank Landbank PF1613	184-186 Taringamotu Rd, Taringamotu	<i>South Auckland Land District - Ruapehu District Council</i> 2.0234 hectares, more or less, being Section 4 Block XIII Tuhua Survey District. All computer freehold register SA71B/10.
Land Information New Zealand Treaty settlement landbank Landbank PF1901	54 Taringamotu Road, Taumarunui	<i>South Auckland Land District - Ruapehu District Council</i> 0.0968 hectares, more or less, being Lot 9 DPS 6301. All computer freehold register 564705.

Potential staged deferred selection properties

- 8.10 The Crown acknowledges the aspirations of Maniapoto to purchase the properties described in Table 8 in a remediated state.
- 8.11 The Crown will explore with the landholding agency and Maniapoto potential staged deferred selection redress for the properties listed in Table 8.
- 8.12 The agreement to explore potential staged deferred selection redress may not result in any agreed redress.

Table 8 – Potential staged deferred selection properties for transfer

Land holding Agency	Property Name/Address	General description/ location
Land Information New Zealand Treaty settlement landbank Landbank PF1388 and PF1389	43-44 Croasdale Road, Tokanui Village	<i>South Auckland Land District – Waipa District Council</i> 0.2205 hectares, more or less, being Section 1 SO 47764. All <i>Gazette</i> 2002 page 4053.
Land Information New Zealand Treaty settlement landbank Landbank PF1184	Te Mawhai Road, Tokanui Hospital, Tokanui	<i>South Auckland Land District - Waipa District Council</i> 91.8707 hectares, more or less being Sections 1 and 3 SO 44852 and Section 1 SO 59771. All Transfer B614333.1

AGREEMENT IN PRINCIPLE

Right of first refusal

8.13 The settlement documentation is to provide that –

8.13.1 the governance entity has a right of first refusal (an RFR) in relation to a disposal by the Crown of any of the land included in an area to be agreed by the parties after the signing of the agreement in principle 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

8.13.2 the RFR will apply for 177 years from the settlement date.

Potential right of first refusal over North Island Main Trunk railway

8.14 The Crown and Maniapoto undertake to explore with the KiwiRail Holdings Limited and the New Zealand Railways Corporation an RFR for 177 years over the North Island Main Trunk railway held by New Zealand Railways Corporation.

8.15 The agreement to discuss potential RFR redress over the North Island Main Trunk railway may not result in any agreed redress.

Potential redress in regards to Waikeria Prison

8.16 The Crown and Maniapoto agree to explore potential redress with the Department of Corrections in relation to Waikeria Prison after the signing of this agreement in principle.

8.17 The agreement to discuss potential redress referred to at clause 8.16:

8.17.1 may not result in any agreed redress; and

8.17.2 does not create any additional rights or interests in relation to Waikeria Prison.

8.18 Maniapoto acknowledge that Raukawa have interests in relation to Waikeria Prison.

Further discussion for potential commercial redress properties

8.19 The following agencies have agreed to discuss potential commercial redress with Maniapoto after signing this agreement in principle:

8.19.1 Land Information New Zealand; and

8.19.2 Ministry of Justice; and

8.19.3 Ministry of Education; and

AGREEMENT IN PRINCIPLE

8.19.4 New Zealand Police.

8.20 The Crown will explore the following redress with the landholding agencies listed at clause 8.19 based on the terms provided in recent settlement documentation:

8.20.1 commercial redress properties; and

8.20.2 sale and leaseback commercial redress; and

8.20.3 deferred selection property redress; and

8.20.4 an RFR.

8.21 The agreement to discuss potential commercial redress may not result in any agreed redress.

9 OVERLAPPING CLAIMS PROCESS

Process for resolving overlapping claims

- 9.1 The development of this agreement in principle has been informed by the overlapping claims process set out in attachment 2, which the parties agreed to implement following the signing of the terms of negotiation specified at clause 1.4.
- 9.2 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 –
- 9.2.1 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 area of interest (refer attachment 1); and
 - 9.2.2 must ensure it actively protects the interests of other claimant groups (whether already mandated or not) and settled groups; and
 - 9.2.3 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 Maniapoto.
- 9.3 Following the signing of this agreement in principle, parties will work together with overlapping claimant and settled groups to resolve any remaining overlapping claims matters. If after working together the 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:
- 9.3.1 the Crown's wish to reach a fair and appropriate settlement with Maniapoto without compromising the existing settlements of settled groups; and
 - 9.3.2 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.
- 9.4 Maniapoto will use tikanga ā iwi as a principle for engaging and addressing overlapping claim issues in relation to any item of redress.
- 9.5 The process for addressing remaining overlapping claims matters from the agreement in principle to deed of settlement is set out in Table 9 below.

AGREEMENT IN PRINCIPLE

Table 9 – Next steps in overlapping claims process for Maniapoto

Process Timeframe	Activities	Timeframe
DEED PHASE	THE BELOW OVERLAPPING CLAIMS PLAN IS TO BE REVISED BEFORE AIP SIGNING	
Post AIP	Crown and Maniapoto complete a stocktake of engagement to date. Remaining overlapping claims issues are addressed to the satisfaction of the Crown	August 2017
Response from groups	Office of Treaty Settlements (OTS) writes to groups/iwi advising of the Crown offer in the AIP and seek confirmation of support or identification of matters for discussion, and offers to meet to discuss redress within overlapped areas if required.	Late August 2017
Engagement to resolve issues	<ul style="list-style-type: none"> • Groups respond to the agreement in principle; • OTS assess the responses and advises Maniapoto; • OTS and Maniapoto agree a process to try and address overlapping claims issues. This can include facilitated meetings, Crown to attend iwi meetings, and/or Maniapoto meeting with groups. • OTS reports to Minister for Treaty of Waitangi Negotiations to provide an update on overlapping claims and, if there are matters where groups do not agree, advises of an agreed process to address them. 	13 October 2017
		24 November 2017 Late December 2017
Preliminary Ministerial decision	<ul style="list-style-type: none"> • Maniapoto and OTS engage with groups to resolve issues. 	January – March 2018
Further engagement to resolve issues	<ul style="list-style-type: none"> • OTS reports to Minister for Treaty of Waitangi Negotiations summarising overlapping claims engagement and seeking a preliminary decision on outstanding matters where overlapping claims remain a concern; • Minister writes to groups to inform of the Crown's preliminary decision on outstanding overlapping claims matters and to advise of next steps; and • The Crown may amend or withdraw a redress offer if overlapping claims cannot be addressed to the Crown's satisfaction. 	Date to be confirmed
Final Ministerial decision	<ul style="list-style-type: none"> • Four weeks minimum is provided for groups to respond to the preliminary decision. To provide further information and engage further with the Crown and Maniapoto; and • OTS considers the further information provided and undertakes own research. 	Date to be confirmed
Initial Deed of Settlement	<ul style="list-style-type: none"> • OTS reports to Minister for Treaty of Waitangi Negotiations seeking a final decision on outstanding overlapping claims matters; • Minister writes to groups to inform of the Crown's final redress decisions; • The Crown may amend or withdraw a redress offer if 	Date to be confirmed

AGREEMENT IN PRINCIPLE

Process Timeframe	Activities	Timeframe
	objections are considered to merit it; and • Cabinet considers the proposed Maniapoto deed of settlement.	
	<u>Crown and Maniapoto initial the Maniapoto deed of settlement</u>	Date to be confirmed

10 INTEREST AND TAX

Interest

10.1 The deed of settlement is to provide for the Crown to pay the governance entity, on the settlement date, interest on the financial and commercial redress amount specified in clause 8.2, less any adjustment in accordance with clauses 8.2.1 and 8.2.2 –

10.1.1 for the period –

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

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

(c) 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.

10.2 The interest is to be –

10.2.1 subject to any tax payable; and

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

Tax

10.3 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.

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

10.4.1 an input credit for GST purposes; or

10.4.2 a deduction for income tax purposes.

11 NEXT STEPS

Disclosure information

- 11.1 The Crown will, as soon as reasonably practicable, prepare and provide to Maniapoto disclosure information in relation to –
- 11.1.1 each potential cultural redress property; and
 - 11.1.2 each potential commercial redress property.

Resolution of final matters

- 11.2 The parties will work together 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 –
- 11.2.1 the terms of the –
 - (a) historical account; and
 - (b) Crown's acknowledgements and apology; and
 - 11.2.2 the cultural redress properties, the commercial redress properties, the deferred selection properties, the RFR land from the potential properties or land provided in the relevant table, and if applicable, any conditions that will apply; and
 - 11.2.3 the transfer values of the commercial redress properties (in accordance with the valuation process in schedule 3, or by another valuation process as agreed in writing between the landholding agency and Maniapoto); and
 - 11.2.4 the terms of the following (which will, where appropriate, be based on the terms provided in recent settlement documentation):
 - (a) the cultural redress; and
 - (b) the transfer of the commercial redress properties; and
 - (c) the right to purchase a deferred selection property, including the process for determining its market value; and
 - (d) the RFR, including the circumstances in which RFR land may be disposed of without the RFR applying; and
 - (e) the tax indemnity; and

AGREEMENT IN PRINCIPLE

11.2.5 the following documents:

- (a) the statement of Maniapoto values and the protection principles in relation to the overlay classification area; and
- (b) Maniapoto statements of association for each of the statutory areas; and
- (c) the deeds of recognition; and
- (d) the protocols; and
- (e) relationship agreement with the Department of Conservation; and
- (f) the settlement legislation; and

11.2.6 all other necessary matters.

Development of governance entity and ratification process

11.3 Maniapoto will, as soon as reasonably practicable after the date of this agreement, and before the signing of a deed of settlement –

11.3.1 form a single governance entity that the Crown is satisfied meets the requirements of clause 12.1.2(a); and

11.3.2 develop a ratification process referred to clause 12.1.2(a)(i) that is approved by the Crown.

11.4 As part of the process in clause 11.3 Maniapoto may explore the possibility of the settlement legislation:

11.4.1 dissolving the MMTB; and

11.4.2 vesting the assets and liabilities of the MMTB in the governance entity.

11.5 If Maniapoto wish to use the settlement legislation for the purpose noted in clause 11.4 the Crown will support that.

12 CONDITIONS

Entry into deed of settlement conditional

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

12.1.1 Cabinet agreeing to the settlement and the redress; and

12.1.2 the Crown being satisfied Maniapoto have –

(a) established a governance entity that –

(i) is appropriate to receive the redress; and

(ii) provides, for, –

(I) appropriate representation; and

(II) transparent decision-making and dispute resolution processes; and

(III) full accountability;

for Maniapoto; 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 behalf of Maniapoto.

Settlement legislation

12.2 The deed of settlement is to provide that following the signing of the deed of settlement the Crown will propose a draft settlement bill for introduction to the House of Representatives.

12.3 This draft settlement bill will provide for all matters for which legislation is required to give effect to the deed of settlement.

AGREEMENT IN PRINCIPLE

12.4 The draft settlement bill must:

12.4.1 comply with the drafting standards and conventions of the Parliamentary Counsel Office for Governments Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and

12.4.2 be in a form that is satisfactory to Maniapoto and the Crown.

12.5 The deed of settlement is to provide that Maniapoto and the governance entity must support the passage of the draft settlement bill through Parliament.

Settlement conditional on settlement legislation

12.6 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.

13 GENERAL

Nature of this agreement in principle

13.1 This agreement in principle –

13.1.1 is entered into on a without prejudice basis; and

13.1.2 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

13.1.3 is non-binding; and

13.1.4 does not create legal relations.

Termination of this agreement in principle

13.2 The Crown or the MMTB, on behalf of Maniapoto, may terminate this agreement in principle by notice to the other.

13.3 Before terminating this agreement in principle, the Crown or the MMTB, as the case may be, must give the other at least 20 business days notice of an intention to terminate.

13.4 This agreement in principle remains without prejudice even if it is terminated.

Definitions

13.5 In this agreement in principle –

13.5.1 the terms defined in the definitions schedule have the meanings given to them by that schedule; and

13.5.2 all parts of speech, and grammatical forms, of a defined term have a corresponding meaning.

Interpretation

13.6 In this agreement in principle –

13.6.1 headings are not to affect its interpretation; and

13.6.2 the singular includes the plural and vice versa.

AGREEMENT IN PRINCIPLE

13.7 Provisions in –

13.7.1 the schedules to this agreement in principle are referred to as paragraphs; and

13.7.2 other parts of this agreement are referred to as clauses.

Names used in place of official geographic names

13.8 The following is a list of each name used in this agreement in principle that is not the official geographic name for the place or feature:

Table 10 – Names used in place of official geographic names

Name used in agreement in principle	Official geographic name / Local use name
Kāwhia Harbour	Kawhia Harbour
Mangatāwhiri	Mangatawhiri River
Mōkau	Mokau
Mōkau River	Mokau River
Ōrākau	Orakau
Te Kūiti	Te Kuiti
Waipingao Stream	Wai Pingao Stream

AGREEMENT IN PRINCIPLE

SIGNED on 15 day of August 2017

SIGNED for and on behalf of THE CROWN by -

SIGNED for and on behalf of MANIAPOTO by -



Hon Christopher Finlayson
The Minister for Treaty of Waitangi
Negotiations



R. Tiwha Bell
Chair
Maniapoto Maori Trust Board

in the presence of -
WITNESS



Name: HON TE URUROA FLAVELL

Occupation: TE MINITA WHANAKETANGA

Address: ROTORUA



SIGNED for and on behalf of MANIAPOTO by -



Miria Te Kanawa-Tauriki
Trustee
Maniapoto Maori Trust Board

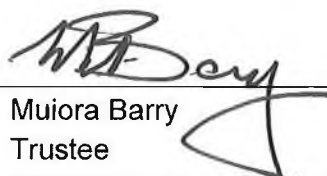


Janise Hine-kapetiu Eketone
Board Secretary
Maniapoto Maori Trust Board


AGREEMENT IN PRINCIPLE



Keith Ikin
Deputy Chair
Maniapoto Maori Trust Board



Muiora Barry
Trustee
Maniapoto Maori Trust Board



Daniel Te Kanawa
Trustee
Maniapoto Maori Trust Board



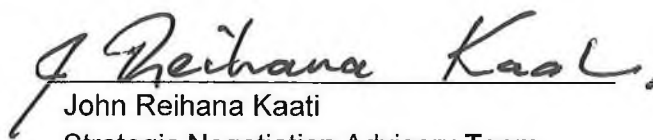
Glen Paul Tootill
Trustee
Maniapoto Maori Trust Board



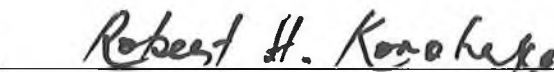
Eric Crown
Strategic Negotiation Advisory Team




Te Rangimoেকে Houpapa
Strategic Negotiation Advisory Team



John Reihana Kaati
Strategic Negotiation Advisory Team



Robert Hautonga Koroheke
Strategic Negotiation Advisory Team

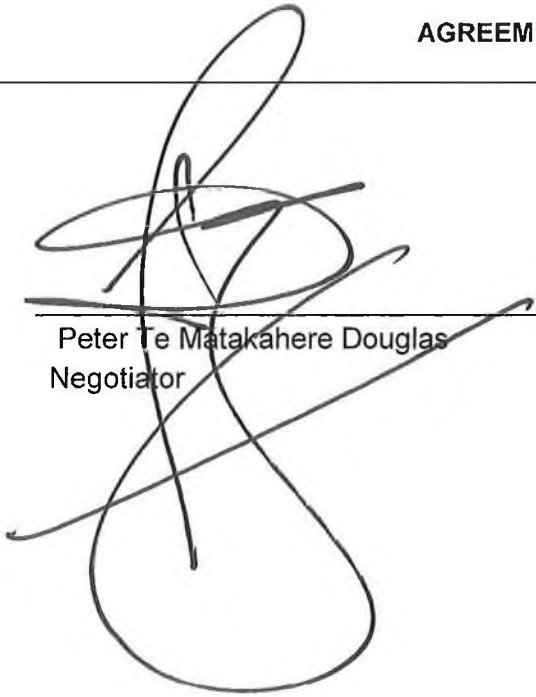


Rovina Maniapoto
Strategic Negotiation Advisory Team



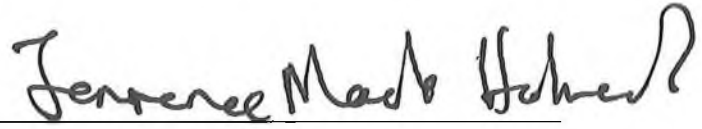
Hon. Nanaia Mahuta
Negotiator

AGREEMENT IN PRINCIPLE



A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Peter Te Matakahere Douglas
Negotiator



A handwritten signature in black ink, written in a cursive style that closely follows the outline of the printed name.

Terrence Mook Hohneck
Negotiator

AGREEMENT IN PRINCIPLE

Members of Maniapoto and other witnesses who support the agreement in principle:

Sephis Hirakaunamu

Māhete Smith

Hōkara

Tina Gill

Shuki Ngati Uau + Ngiti Kuku

(Hendoules Cree Karohoke)

Haven Gage

Mark Ormsby

Myahmyah



S.C. Wilson

waiwaid

Niacybele



Kingi Turner

K. Turner (Kingi Turner)

Tui Peters

Takerei Campbell

Tampell M

E M

AGREEMENT IN PRINCIPLE

Members of Maniapoto and other witnesses who support the agreement in principle:

Septia Ameararama Haunui Rotana Waretina
 Mātēhaere Clarke
 Paparāunhano Campbell
 Ariki Salvation-Turner
 Charisma Popara
 Winston Coriou-~~Winston~~
 Moana Te Aroto
 Peter Poi Haereti
 Makere Smith
 Makereha Te Moana-papakū Stephens
 Shannan
 Manauaiti

Bevan

Storm-Maria Te Whakapono Thackray
 Tanhūrirangi Tūmate Mapi Haunui Tamehana
 Thompson
 Uekaha Douglas Douglas
 Raewyn Kahutaua Wi (Rae Wi) D.M.L.
 P. ~~James~~
 Kahurangi Douglas
 Dan Bennett Bennett D.C.
 Joanne Nodden
 Samantha Tocker
 Edward Boulton - Jisik.

AGREEMENT IN PRINCIPLE

Members of Maniapoto and other witnesses who support the agreement in principle:

AGREEMENT IN PRINCIPLE

Members of Maniapoto and other witnesses who support the agreement in principle:

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 Maniapoto, 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 Maniapoto or a representative entity, including the following claims:

(1) Wai 329 – Rohe Potae Lands claim; and

(2) Wai 399 – Te Rongoroa A7 claim; and

(3) Wai 457 – Hauturu East No 3B2 and 3A claim; and

(4) Wai 472 – Waikowhitiwhiti Block (Otorohanga Town Hall) claim; and

(5) Wai 478 – Pukepoto Farm Trust claim; and

(6) Wai 483 – Umukaimata and Waiaraia Blocks claim; and

AGREEMENT IN PRINCIPLE

- (7) Wai 535 – Ngati Maniapoto Lands and Resources claim; and
- (8) Wai 551 – Ngati Ngawaero Land Blocks claim; and
- (9) Wai 556 – Umukaimata Block claim; and
- (10) Wai 586 – Ngati Te Puta Hapu claim; and
- (11) Wai 616 – Ngati Rora claim; and
- (12) Wai 691 – Pio Pio Stores Site claim; and
- (13) Wai 753 – Ngati Kinohaku Lands, Forests and Fisheries claim; and
- (14) Wai 762 – Waimiha River Eel Fisheries (King Country) claim; and
- (15) Wai 788 – Mokau Mohakatino and Other Blocks (Maniapoto) claim; and
- (16) Wai 800 – Ngati Maniapoto Ngati Tama (Mokau) claim; and
- (17) Wai 845 – Ohura, Niho Niho, Tuhua and Otangiwai claim; and
- (18) Wai 846 – Kakepuku Mountain and Kakepuku Block claim; and
- (19) Wai 847 – Kopua 1 Block and Other Lands claim; and
- (20) Wai 849 – King Country Land Banking claim; and
- (21) Wai 870 – Marokopa Reserves claim; and
- (22) Wai 928 – Ngati Rae Rae (Taumarunui) claim; and
- (23) Wai 986 – Otorohanga Lands claim; and
- (24) Wai 987 – Rangitoto-Tuhua Land Block claim; and
- (25) Wai 991 – Kinohaku West No.11 block claim; and
- (26) Wai 993 – Neha King Country Lands claim; and
- (27) Wai 1004 – Hauturu West Block claim; and
- (28) Wai 1015 – Ngati Maniapoto and Te Awaroa Block claim; and
- (29) Wai 1016 – Te Awaroa B4 Section 4B1 and Hauturu Waipuna C Blocks claim; and

AGREEMENT IN PRINCIPLE

- (30) Wai 1031 – Nikora Whanau Te Kuiti Township claim; and
- (31) Wai 1054 – Pirongia Allotment No. 265 claim; and
- (32) Wai 1058 – Orahiri & Other Blocks claim; and
- (33) Wai 1095 – Huiputea Block claim; and
- (34) Wai 1099 – Tokanui Block claim; and
- (35) Wai 1100 – Te Mapara & Kahuwera Land Blocks claim; and
- (36) Wai 1132 – Otorohanga Land Block claim; and
- (37) Wai 1133 – Ouruwhero Land Block claim; and
- (38) Wai 1136 – Tokanui & Pokuru Land Blocks claim; and
- (39) Wai 1137 – Aotea Land Block claim; and
- (40) Wai 1138 – Waipa River claim; and
- (41) Wai 1139 – Ketemaringi-Hurakia Forest Reserve claim; and
- (42) Wai 1190 – Te Kuiti Aerodrome & Associated Lands claim; and
- (43) Wai 1230 – Ngati Huru claim; and
- (44) Wai 1255 – Te Anapungapunga Lands claim; and
- (45) Wai 1309 – Ngati Te Ihingarangi claim; and
- (46) Wai 1352 – Ngati Paemate & Maniapoto claim; and
- (47) Wai 1360 – Te Uri Te Hira Kingi claim; and
- (48) Wai 1361 – Whanau & Descendants of Whitinui Joseph of Ngati Kinohaku claim; and
- (49) Wai 1376 – Uekaha A11 & Part A10 Blocks claim; and
- (50) Wai 1377 – Hori Tana – George Turner claim; and
- (51) Wai 1386 – Ngati Huiao and Kinohaku Lands claim; and
- (52) Wai 1387 – Arapere No. 1 Block A4A Kinohaku East claim; and

AGREEMENT IN PRINCIPLE

- (53) Wai 1389 – Te Akaiimapuhia Maor Incorporation claim; and
- (54) Wai 1396 – Owners of Taumatotara A5 Block claim; and
- (55) Wai 1450 – Hauturu West & Other Land Blocks claim; and
- (56) Wai 1455 – Ngati Tutakamoana Lands and Resources claim; and
- (57) Wai 1481 – Te Kopua Marae, Ngati Nga Waero, and Ngati Unu hapu claim; and
- (58) Wai 1497 – Ngati Ngutu Hapu claim; and
- (59) Wai 1498 – Floyd Kerapa Ngati Ngutu Hapu claim; and
- (60) Wai 1504 – Effects of Crown Government (Searancke & Others) claim; and
- (61) Wai 1584 – Maniapoto (Bell) claim; and
- (62) Wai 1585 – Ngati Tarahuia and Associated Oparure Whanau claim; and
- (63) Wai 1586 – Descendents of Te Maawe Uru o Newha and Nathaniel Barrett claim; and
- (64) Wai 1593 – Te Whakataute Interests claim; and
- (65) Wai 1595 – Ngati Te Kanawa and Ngati Te Peehi (Green) claim; and
- (66) Wai 1597 – Hurakia A1 Owners claim; and
- (67) Wai 1598 – Ngati Urunumia Ki Hauauru claim; and
- (68) Wai 1599 – Ngati Rereahu (Chamberlin) claim; and
- (69) Wai 1606 – Te Korapatu Marae claim; and
- (70) Wai 1608 – Taumatotara Blocks claim; and
- (71) Wai 1612 – Pohatuiri Marae Trust claim; and
- (72) Wai 1704 – Ngati Rereahu (Emery) claim; and
- (73) Wai 1759 – Ngati Kaputuhi claim; and
- (74) Wai 1760 – Oneroa Whanau claim; and

AGREEMENT IN PRINCIPLE

- (75) Wai 1761 – Solomon Opataia Tane Whanau and Ngati Uekaha claim; and
- (76) Wai 1762 – Ngati Huiiao (Tapara) claim; and
- (77) Wai 1770 – King Country Health Issues (Paki) claim; and
- (78) Wai 1771 – Ngati Te Rahurahu and Ngati Paretekawa (Patea) claim; and
- (79) Wai 1798 – Descendents of Rewi Manga Maniapoto claim; and
- (80) Wai 1805 – Ruapuha Uekaha Hapu Trust claim; and
- (81) Wai 1806 – Ngati Maniapoto (Ingley) claim; and
- (82) Wai 1818 – Ngati Paretekawa Health Issues claim; and
- (83) Wai 1820 – Descendents of Wharona Paterangi and Rama Rihi claim; and
- (84) Wai 1823 – Ngati Urunumia and Ngati Ngutu (Rangitaawa-Schofield) claim; and
- (85) Wai 1824 – Rawiri Whanau claim; and
- (86) Wai 1834 – Te Aka-i-Mapuhia Maori Incorporation claim; and
- (87) Wai 1894 – Ngati Rereahu (Dyall) claim; and
- (88) Wai 1898 – Ngati Ngutu Hapu (Helen Green) claim; and
- (89) Wai 1926 – Nga Tupuna Awa (Maniapoto) claim; and
- (90) Wai 1962 – Te Kaha Hapu (Thompson and Wi Repa) claim; and
- (91) Wai 1965 – Waitomo Lands (Tauariki) claim; and
- (92) Wai 1966 – Descendents of Riria Te Wehenga claim; and
- (93) Wai 1975 – Awaroa and Mokoroa Blocks (Clark) claim; and
- (94) Wai 1976 – Marokopa, Mangamahoe and Hauturu West (King) Blocks claim; and
- (95) Wai 1977 – Ngati Maniapoto Natural Resources (Davis) claim; and

AGREEMENT IN PRINCIPLE

- (96) Wai 1993 – Ngati Ngutu, Ngati Te Kanawa and Ngati Urunumia (Hepi) Lands claim; and
- (97) Wai 1994 – Te Urunga B2 Incorporation Land claim; and
- (98) Wai 2014 – Ngati Paretekawa Non-Raupatu claim; and
- (99) Wai 2015 – Ngati Paretekawa Lands (Parangi) claim; and
- (100) Wai 2016 – Raukura Whanau Trust Lands claim; and
- (101) Wai 2017 – Aranui Cave (Thompson) claim; and
- (102) Wai 2020 – Descendants of Parehuiroro Hopeha Land claim; and
- (103) Wai 2068 – Ngati Paretekawa (Maniapoto and Others) Raupatu claim; and
- (104) Wai 2074 – Kete and Other Lands claim; and
- (105) Wai 2084 – Ngati Tamainu and Ngati Kiriwai Lands (Pu) claim; and
- (106) Wai 2085 – Ngati Maniapoto Lands (Green) claim; and
- (107) Wai 2088 – Kinohaku East 4B1 Block (Wana) claim; and
- (108) Wai 2090 – Haputanga and Nga Tatai Tuhononga I a ia Lands (Jensen) claim; and
- (109) Wai 2101 – Maori Affairs Amendment Act 1967 (Eketone) claim; and
- (110) Wai 2120 – Descendants of Uekaha Lands (Aranui) claim; and
- (111) Wai 2127 – Ngati Maniapoto Lands and Other Issues (Wirepa) claim; and
- (112) Wai 2129 – Waitomo and Other Lands (Tapara) claim; and
- (113) Wai 2130 – Ngati Maniapoto Land and Other Issues (Reid) claim; and
- (114) Wai 2131 – Ngati Kinohaku and Others Lands (Nerai-Tuaupiki) claim; and
- (115) Wai 2132 – Ngati Maniapoto and Others Lands (Tohengaroa) claim; and
- (116) Wai 2133 – Descendants of Pohe Paki Titi (Paki) Lands claim; and

AGREEMENT IN PRINCIPLE

- (117) Wai 2136 – Ngati Ngutu and Ngati Kiriwai Lands (Jenkins) claim; and
 - (118) Wai 2168 – Descendants of Charles Hone Takerei Campbell Lands (Campbell) claim; and
 - (119) Wai 2238 – Alienation and Confiscation (Campbell) claim; and
 - (120) Wai 2271 – Ngati Urunumia and Ngati Hari (Herbert) claim; and
 - (121) Wai 2274 – Descendants of Mere Penetita claim; and
 - (122) Wai 2291 – Mangaroa 2 Lands Alienation (Fenton) claim; and
 - (123) Wai 2312 – Nga Uri o Ropata (Maniapoto) claim; and
 - (124) Wai 2313 – Te Pae Tapu o Paretekawa and Nga Uri o Te Whiwhi Mokau (Maniapoto) claim; and
 - (125) Wai 2314 – Te Pae Tapu o Paretekawa and Nga Whakatupu o Peehi Tukorehu (Maniapoto) claim; and
 - (126) Wai 2335 – Ngati Uekaha Taonga and Land (Weno Iti) claim; and
 - (127) Wai 2349 – Ngāti Maniapoto (Stockman) claim.
- 1.1.3 includes every other claim to the Waitangi Tribunal to which paragraph 1.1.1 applies, so far as it relates to Maniapoto or a representative entity, including the following claims:
- (1) Wai 44 – Kurahaupo Rangitane claim; and
 - (2) Wai 48 – The Whanganui Ki Maniapoto Claims; and
 - (3) Wai 50 – Rangitoto Tuhua 55A Block claim; and
 - (4) Wai 74 – Kawhia Fisheries Claim; and
 - (5) Wai 146 – King Country Lands Claim; and
 - (6) Wai 424 – Kokomiko and Tarata claim; and
 - (7) Wai 440 – Tokanui Land claim; and
 - (8) Wai 446 – Kokomiko and Maramataha Blocks claim; and
 - (9) Wai 529 – Mokau Mohakatino Block claim; and

AGREEMENT IN PRINCIPLE

- (10) Wai 577 – Poutama Land Blocks claim; and
- (11) Wai 587 – Ngati Te Kanawa and Ngati Te Peehi claim; and
- (12) Wai 630 – Ngati Rereahu Rohe claim; and
- (13) Wai 651 – Te Reu Reu Land claim; and
- (14) Wai 656 – WhanganuiRangitikei Block claim; and
- (15) Wai 729 – Rangitoto Tuhua Rohe claim; and
- (16) Wai 868 – Awakino and Other Lands claim; and
- (17) Wai 948 – Tokanui and Otorohanga Land Confiscation claim; and
- (18) Wai 1059 – Toi Tu Ki Te Rangi Incorporated Society Te Rohe Potae claim; and
- (19) Wai 1094 – Kahuwera Mountain claim; and
- (20) Wai 1098 – Waikeria Regional Prison claim; and
- (21) Wai 1115 – Kaipiha Block Alienation claim; and
- (22) Wai 1409 – Ngati Ngutu, Ngati Hua claim; and
- (23) Wai 1435 – Mahuta Hapu Lands & Resources claim; and
- (24) Wai 1439 – Oparau Station Trust claim; and
- (25) Wai 1480 – Ngati Pahere claim; and
- (26) Wai 1496 – Matiu Payne & Descendants of Te Herepouname Alias Koteriki claim; and
- (27) Wai 1500 – Taharoa C Inc. Land Block claim; and
- (28) Wai 1523 – Ngati Ingoa (McDonald) claim; and
- (29) Wai 1747 – Nga Hapu o Poutama (White and Gibbs) claim; and
- (30) Wai 1765 – Te Haate Whanau claim; and
- (31) Wai 1768 – Descendants of Ngati Rora and Ngati Hia (Ormsby and Hetet) claim; and

AGREEMENT IN PRINCIPLE

- (32) Wai 1803 – Ngati Hari (Turu and Canterbury) claim; and
- (33) Wai 1812 – Ongarue, Ohura and Otunui River Areas claim; and
- (34) Wai 1974 – Mokoroa, Waipuna and Awaroa Blocks (Hepi) claim; and
- (35) Wai 1978 – Hauturu Waipuna C Block (Herbert) claim; and
- (36) Wai 1995 – Ngati Hikairo, Ngati Tamainu, Ngati Taiharuru and Ngati Kiriwai (Jerry) Lands claim; and
- (37) Wai 1996 – Ngati Ngutu and Ngati Hua (Toia) Lands claim; and
- (38) Wai 2018 – Wipaea Manu Trust - Ngati Paia Lands (Farrar) claim; and
- (39) Wai 2070 – Te Kanawa, Ngati Kinohaku and Ngati Raukawa (Reihana-Hikuroa) Lands claim; and
- (40) Wai 2075 – Railway Lines and Assets (Whanga) claim; and
- (41) Wai 2086 – Ngati Hua and Ngati Mahuta Lands (Houpapa) claim; and
- (42) Wai 2087 – Ngati Kiriwai and Ngati Mahuta Lands (Uerata) claim; and
- (43) Wai 2102 – Descendants of Manganui Ngaamo Lands claim; and
- (44) Wai 2103 – Descendents of Hiakai Uerata and Others Lands claims; and
- (45) Wai 2117 – Ngati Tahinga, Ngati Tanetinorau, Ngati Te Whatu and Others Lands and Resources (Walsh) claim; and
- (46) Wai 2121 – Ngati Tahinga, Ngati Maniapoto and Others Health Issues (McKinnon) claim; and
- (47) Wai 2128 – Ngati Maniapoto and Ngati Uekaha Lands and Other Issues (Tane) claim; and
- (48) Wai 2135 – Ngati Maniapoto and Ngati Te Wehi Lands (Moke) claim.

1.2 However, the deed of settlement will provide that **historical claims** does not include the following claims-

- 1.2.1 a claim that a member of Maniapoto, or a whānau, hapū, or group referred to in paragraph 1.6.2, 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 1.6.1; or

AGREEMENT IN PRINCIPLE

- 1.2.2 for the avoidance of doubt, any claim that a member of a group listed in paragraph 1.7.3(b), including Ngāti Hinetū, Ngāti Hinemihi, Ngāti Ngutu, Ngāti Paiariki, Ngāti Paretekawa, or Ngāti Rākei may have that is, or is founded on, a right arising as a result of being descended from an ancestor that is not a Maniapoto tupuna set out in paragraphs 1.7.2(a)(i) to 1.7.2(a)(iii); or
- 1.2.3 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in paragraph 1.2.1.
- 1.3 Maniapoto recognise Ngāti Apakura and Ngāti Hikairo as iwi/hapū who have whakapapa and other historical connections with Maniapoto. Maniapoto and the Crown intend to explore how best to include Ngāti Apakura and Ngāti Hikairo claims in the Maniapoto settlement to the extent that these claims are based on descent from Maniapoto tūpuna. Maniapoto and the Crown will continue to explore the most appropriate way to do so in the deed of settlement.
- 1.4 Maniapoto and the Crown will also continue to explore the most appropriate way to settle the claims of Maniapoto hapū at Te Reu Reu.
- 1.5 To avoid doubt, the deed of settlement will provide paragraph 1.1.1 is not limited by paragraphs 1.1.2 or 1.1.3.

Maniapoto me ōna hapū maha

- 1.6 The deed of settlement will provide Maniapoto me ōna hapū maha (**Maniapoto**) or the settling group means -
- 1.6.1 the collective group composed of individuals who descend from a Maniapoto tupuna; and
- 1.6.2 every descent group of Maniapoto to the extent that it is composed of individuals referred to in paragraph 1.6.1; and
- 1.6.3 every individual referred to in paragraph 1.6.1.
- 1.7 The deed of settlement will provide, for the purposes of paragraph 1.6.1 -
- 1.7.1 a person is **descended** from another person if the first person is descended from the other by -
- (a) birth;
 - (b) legal adoption; or
 - (c) Whāngai (Māori customary adoption) in accordance with te tikanga o Maniapoto (Maniapoto values and practices); and

AGREEMENT IN PRINCIPLE

1.7.2 **Maniapoto tupuna** means an individual who:

- (a) exercised customary rights by virtue of being descended from:
 - (i) Rereahu, a descendant of Hoturoa the commander of the Tainui waka; or
 - (ii) his children
 - (I) Te Ihingārangi; or
 - (II) Maniapoto; or
 - (III) Matakore; or
 - (IV) Tuwhakahekeao; or
 - (V) Turongotapuaru; or
 - (VI) Te Io Wānanga; or
 - (VII) Kahuariari; or
 - (VIII) Kinohaku; or
 - (IX) Te Rongorito; or
 - (iii) two contemporaries of Hoturoa also associated with the Tainui waka, namely:
 - (I) Hiaroa; or
 - (II) Rakataura; or
 - (iv) a recognised ancestor of any of the groups listed in paragraph 1.7.3(a); and
- (b) exercised the customary rights in paragraph 1.7.2(a) predominantly in relation to the Area of Interest after 6 February 1840.

1.7.3 **Descent groups of Maniapoto** means:

- (a) every whānau, hapū, iwi or group composed of individuals who descend from a Maniapoto tupuna including:
 - (i) Ngāti Hari; or

AGREEMENT IN PRINCIPLE

- (ii) Ngāti Hinewai; or
- (iii) Ngāti Hounuku; or
- (iv) Ngāti Huiao; or
- (v) Ngāti Kahu; or
- (vi) Ngāti Kaputuhi; or
- (vii) Ngāti Kinohaku; or
- (viii) Ngāti Kiriwai; or
- (ix) Ngāti Mangu; or
- (x) Ngāti Matakore; or
- (xi) Ngāti Ngāupaka; or
- (xii) Ngāti Ngawaero; or
- (xiii) Ngāti Paemate; or
- (xiv) Ngāti Pahere; or
- (xv) Ngāti Pare; or
- (xvi) Ngāti Parekaitini; or
- (xvii) Ngāti Paretāpoto; or
- (xviii) Ngāti Parewaeono; or
- (xix) Ngāti Peehi; or
- (xx) Ngāti Pourāhui; or
- (xxi) Ngāti Putaitemuri; or
- (xxii) Ngāti Raerae; or
- (xxiii) Ngāti Rereahu; or
- (xxiv) Ngāti Rewa; or

AGREEMENT IN PRINCIPLE

- (xxv) Ngāti Rōrā; or
 - (xxvi) Ngāti Ruapuha; or
 - (xxvii) Ngāti Rungaterangi; or
 - (xxviii) Ngāti Taimainu; or
 - (xxix) Ngāti Taiwa; or
 - (xxx) Ngāti Tauhunu; or
 - (xxxi) Ngāti Te Ihingarangi; or
 - (xxxii) Ngāti Te Kanawa; or
 - (xxxiii) Ngāti Te Rahurahu; or
 - (xxxiv) Ngāti Te Rukirangi; or
 - (xxxv) Ngāti Te Urupare; or
 - (xxxvi) Ngāti Toa-Tūpāhau; or
 - (xxxvii) Ngāti Tupu; or
 - (xxxviii) Ngāti Tutakamoana; or
 - (xxxix) Ngāti Tuwhakahekeao; or
 - (xl) Ngāti Uekaha; or
 - (xli) Ngāti Unu; or
 - (xlii) Ngāti Urunumia; or
 - (xliii) Ngāti Waikorara; or
 - (xliv) Ngāti Waiora; and
- (b) the following groups who affirm historical and contemporary affiliations with other iwi:
- (i) Ngāti Hinetū; or
 - (ii) Ngāti Hinemihi ki Petania; or

AGREEMENT IN PRINCIPLE

- (iii) Ngāti Ngutu; or
- (iv) Ngāti Paiariki; or
- (v) Ngāti Paretekawa; or
- (vi) Ngāti Rākei.

1.7.4 **customary rights** means rights according to te tikanga o Maniapoto (Maniapoto 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

2.1. IN THIS AGREEMENT IN PRINCIPLE –

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 3.12.2 the date of that referral; and,
- (b) in relation to an appointment under paragraph 3.12.3 or 3.12.4, 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 3.13.1; 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 Sunday, the following Monday; or
- (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 –

AGREEMENT IN PRINCIPLE

- (i) Manawatū-Whanganui; or
- (ii) Taranaki; or
- (iii) Waikato; or
- (iv) Wellington; 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 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

AGREEMENT IN PRINCIPLE

- (iii) any on-account payment made before the date of the 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 parts 5, 6 and 7; 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 period means each period starting on the settlement date and lasting for the period of time of either 12 or 24 months, to be determined by the parties after the signing of the agreement in principle and recorded in the property redress schedule in the deed of settlement; 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 information provided by the Crown to the governance entity under clause 11.1; and
- (b) in relation to a purchased 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 8; and

financial and commercial redress amount means the amount referred to as the financial and commercial redress amount in clause 8.2; and

governance entity means the governance entity to be formed by Maniapoto under clause 11.3.1; 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 Tables 5, 6 and 7, as the case may be; and

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

AGREEMENT IN PRINCIPLE

- (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

mandated body means Maniapoto Māori Trust Board; and

Maraeroa A and B Deed of Settlement, means the Descendants of the Original Owners of Maraeroa A and B Blocks Deed of Settlement dated 12 March 2011; 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

MMTB or the Maniapoto Maori Trust Board, means the statutory entity established by the Maniapoto Maori Trust Board Act 1988; and

negotiators means

- (a) the following individuals:
 - (i) Hon Nanaia Mahuta, Ngaruawahia, Member of Parliament;
 - (ii) Peter Te Matakahere Douglas, Wellington, Company Director;
 - (iii) Terrence Mook Hohneck, Rotorua, Negotiator; or
- (b) if one or more individuals named in paragraph (a) dies, or becomes incapacitated, the remaining individuals; and

party means each of Maniapoto and the Crown; and

potential commercial redress property means each property described as a potential commercial redress property in the Table 5; and

potential cultural redress property means each property described as a potential cultural redress property in Table 1; and

potential deferred selection property means each property described as a potential deferred selection property in Table 6; and

potential staged deferred selection property means each property described as a potential staged deferred selection property in Table 7; and

protocol means a protocol referred to in clauses 6.11 and 6.15.2; and

AGREEMENT IN PRINCIPLE

Raukawa Deed of Settlement, means the Raukawa Deed of Settlement dated 2 June 2012; and

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

- (a) the Crown's acknowledgment and apology referred to in clause 4.1; 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

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 the settling group; 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 8.13; and

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

AGREEMENT IN PRINCIPLE

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 5.6.1; and

statutory acknowledgement means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 5.6.1 on the terms to be provided by the settlement legislation; and

statutory area means an area referred to in Table 3 as a statutory area; and

Strategic Negotiations Advisory Team, means the group appointed by the MMTB to provide the negotiators and MMTB with ongoing strategic direction, leadership and advice in relation to the conduct of negotiations; and

tax indemnity means the indemnity to be provided in the deed of settlement under clauses 10.3 and 10.4; 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

te Tiriti o Waitangi/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, 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; and

valuation property means each potential commercial redress property that is to be valued.

2 TERMS OF SETTLEMENT

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 (including customary and aboriginal rights).

Acknowledgments

- 2.2 Each party to the deed of settlement is to acknowledge in the deed of settlement that –
- 2.2.1 the other party has acted honourably and reasonably in relation to the settlement; but
 - 2.2.2 full compensation of the settling group is not possible; and
 - 2.2.3 the settling group 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 the settling group and the Crown (in terms of te Tiriti o Waitangi/Treaty of Waitangi, its principles, and otherwise).
- 2.3 The settling group is to acknowledge in the deed of settlement that –
- 2.3.1 taking all matters into consideration (some of which are specified in paragraph 3.2), the settlement is fair in the circumstances; and
 - 2.3.2 the redress –
 - (a) is intended to benefit the settling group collectively; but
 - (b) may benefit particular members, or particular groups of members, of the settling group if the governance entity so determines in accordance with the governance entity's procedures.

Implementation

- 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

AGREEMENT IN PRINCIPLE

- 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 the settling group 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 –
 - (a) where relevant, to any entity that is a common law trust; and
 - (b) to any settlement documentation; 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 the settling group, 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

Note: Unless otherwise agreed in writing between the relevant landholding agency and Maniapoto, 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 valuation 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.

AGREEMENT IN PRINCIPLE

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 that is not a school site 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.
- 3.11 If only one valuation report for a property that is a school site is delivered by the required date, the transfer value of the property is the market value as assessed in the report, (based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%),

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

- 3.12 If both valuation reports for a property are delivered by the required date:
- 3.12.1 the parties must endeavour to agree in writing:
- (a) the transfer value of the property; or

AGREEMENT IN PRINCIPLE

- (b) if the property is a school site, the transfer value (being the agreed market value based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%); and
 - (c) if the property is a leaseback property that is not a school site, its initial annual rent;
- 3.12.2 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
- 3.12.3 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
- 3.12.4 if paragraph 3.12.3 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
- 3.12.5 the valuation arbitrator, must promptly on his or her appointment, specify to the parties the arbitration commencement date.

VALUATION ARBITRATION

- 3.13 The valuation arbitrator must, not later than [10] business days after the arbitration commencement date, –
 - 3.13.1 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
 - 3.13.2 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.

AGREEMENT IN PRINCIPLE

3.14 Each party must –

3.14.1 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

3.14.2 attend the arbitration meeting with its valuer.

3.15 The valuation arbitrator must –

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

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

- (a) of the market value of the property (which in respect of a school site is to be the market value based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%); 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.

3.16 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

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

3.17.1 determined under paragraph 3.10 or 3.11, (as the case may be); or

3.17.2 agreed under paragraph 3.12.1; or

3.17.3 the market value and, if applicable, market rental determined by the valuation arbitrator under paragraph 3.15.2, if the determination is in respect of a property that is not a school site; or

3.17.4 if the property is a school site, the market value determined by the valuation arbitrator under paragraph 3.15.2, (based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%).

B GENERAL PROVISIONS

TIME LIMITS

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

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

3.18.2 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

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

COSTS

3.20 In relation to the determination of the transfer value, and initial annual rent, of a property, each party must pay –

3.20.1 its costs; and

3.20.2 half the costs of a valuation arbitration; or

3.20.3 such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

AGREEMENT IN PRINCIPLE

APPENDIX 1

If these instructions apply to-

- *a non-leaseback property, references connected with a leaseback (including references to assessing the property's market rental) must be deleted; or*
- *a leaseback property -*
 - *that is to be leased back to the Ministry of Education, references to assessing the property's market rental must be deleted; or*
 - *that is not to be leased back to the Ministry of Education, references to a lease to the Ministry of Education must be deleted.*

These instructions may be modified to apply to more than one property.

[Valuer's name]

[Address]

Valuation instructions

INTRODUCTION

Maniapoto 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

Maniapoto 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 Maniapoto 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 [4]; and

AGREEMENT IN PRINCIPLE

(b) the attached agreed lease of the property].

All references in this letter to subparts or paragraphs are to subparts or paragraphs of schedule [4].

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 [4] 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]Maniapoto[~~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 Maniapoto may elect to purchase the property as a commercial redress property under part 6, plus GST (if any).

[MARKET VALUE OF A SCHOOL SITE

For the purposes of these instructions the intention of the parties in respect of a school site is to determine a transfer value to reflect the designation and use of the land for education purposes.

The market value of a school site is to be calculated as the market value of the property, exclusive of improvements, based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%.

A two step process is required:

- 1) firstly, the assessment of the unencumbered market value (based on highest and best use) by;
 - a) disregarding the designation and the Crown leaseback; and
 - b) considering the zoning in force at the valuation date and

AGREEMENT IN PRINCIPLE

- c) excluding any improvements on the land; and;
- 2) secondly the application of a 20% discount to the unencumbered market value to determine the market value as a school site (transfer value).]

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

AGREEMENT IN PRINCIPLE

- (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

AGREEMENT IN PRINCIPLE

- (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.

AGREEMENT IN PRINCIPLE

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]**.]

[Where the property is a school site, you should not enter on to **[insert name(s) of school site(s)]** without first arranging access through the Ministry of Education **[give contact details]** and should not contact the school(s) directly.]

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

AGREEMENT IN PRINCIPLE

- (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 Auckland.

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

Market Value is the estimated amount for which the Crown Forest Land should 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;

AGREEMENT IN PRINCIPLE

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;

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 date when this process is agreed, give the Claimant 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 this valuation process being agreed, 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.

AGREEMENT IN PRINCIPLE

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.

AGREEMENT IN PRINCIPLE

- 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

AGREEMENT IN PRINCIPLE

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.

32 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 been 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. the principle outlined in Her Majesty the Queen and Te Rūnanga O Ngāi Tahu arbitration decision, page 30, allowing for a factor of 60% to be adopted in determining the value of the fixed improvements that will revert at termination, applies;
 - e. [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

AGREEMENT IN PRINCIPLE

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;]

- f. [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
- g. 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:

- a. to provide a valuation report as at [] (the "**Valuation Date**");
- b. 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:

- a. inspect the properties; and
- b. 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. a list of comparable sales to be used in determining the value of the Crown Forest Land;
- b. the geographic extent and relevant matters concerning the licensor's interest in the Crown Forest Land;
- c. the base information on current rentals paid along with other market rental evidence; and
- d. the base information or inputs into a formula for assessing future rentals to take account of the return provisions in the Crown forestry licence.

AGREEMENT IN PRINCIPLE

7. Each valuation report provided by a valuer shall:
- a. include an assessment of the market value as at the Valuation Date, identifying and explaining the key issues affecting value, if any;
 - b. For the avoidance of doubt set out any assumptions on which the valuation is based, including:
 - i. Impact of comparable sales analysis in relation to land subject to Crown forestry licences;
 - ii. 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);
 - iii. Terms and conditions of the relevant Crown forestry licences (including any special management restrictions, provisions and arrangements relating to licence fees and/or rentals) and effect of the Crown Forest Assets Act 1989;
 - iv. 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;
 - v. The impact of planning and other controls imposed by the Resource Management Act 1991 and any planning and regulatory controls imposed by local authorities;
 - vi. Discussion as to current market conditions and the economic climate;
 - vii. Legal and practical access issues, status and value of roading infrastructure in accordance with the principles determined in the Ngai Tahu arbitration decision;
 - viii. Identify and quantify sensitivity factors within the valuation methodology;
 - ix. Valuation methodology and discussion of assessed value in relation to the market evidence;
 - x. Any other relevant factors taken into account.
 - c. meet the requirements of:
 - i. 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
 - ii. other relevant standards, insofar as those requirements are relevant.

AGREEMENT IN PRINCIPLE

- i. include an executive summary containing:
 - a. a summary of the valuation along with key valuation parameters;
 - b. a summary of key issues affecting value, if any;
 - c. the name of the valuer and his or her firm; and
 - d. the signature of the valuer and lead valuer if applicable.
 - e. attach appendices setting out:
 - i. a statement of valuation policies;
 - ii. a statement of valuation methodology; and
 - iii. 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).

AGREEMENT IN PRINCIPLE

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 XXXXXXX.

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

ATTACHMENTS

AGREEMENT IN PRINCIPLE

1 AREA OF INTEREST



2 CROWN AND MANIAPOTO PROCESS FOR RESOLVING OVERLAPPING CLAIMS

- 1.1 The following groups have been identified as having interests in the Maniapoto area of interest:
- 1.1.1 Waikato-Tainui Te Arataura (in relation to their remaining claims and River and Raupatu settlements), including Ngāti Apakura, Ngāti Hikairo and Ngāti Mahuta;
 - 1.1.2 Ngāti Hauā;
 - 1.1.3 Ngāti Maru;
 - 1.1.4 Ngāti Tama;
 - 1.1.5 Ngāti Tūwharetoa;
 - 1.1.6 Raukawa;
 - 1.1.7 Ngāti Hāua (Northern Whanganui);
 - 1.1.8 Pouakani;
 - 1.1.9 Ngāti Mutunga;
 - 1.1.10 Ngā Tāngata Tiaki o Whanganui (the post settlement governance entity for Te Awa Tupua) and the individual members; and
 - 1.1.11 groups the Crown is engaging with regarding Tongariro National Park, being Ngāti Rangī, Ngāti Tūwharetoa, Whanganui Land Settlement Negotiation Trust, Ngāti Hinemanu me Ngāti Paki Heritage Trust, Ngāti Haua Settlement Trust, Uenuku Charitable Trust and Mōkai Pātea Waitangi Claims Trust.

Table 11 – Process for resolving overlapping claims within the Maniapoto area of interest

Process Timeframe	Activities	Status
PRE-AIP		
Early engagement and interest discussions (November to December 2016)	<p>On 28 September 2016, OTS wrote to the groups listed above, except for Ngāti Apakura and Ngāti Hikairo, advising:</p> <ul style="list-style-type: none"> • Maniapoto Māori Trust Board (MMTB) was in the process of seeking the mandate; • how to submit on the mandate strategy; • providing a description of the Area of Interest; and 	Completed

AGREEMENT IN PRINCIPLE

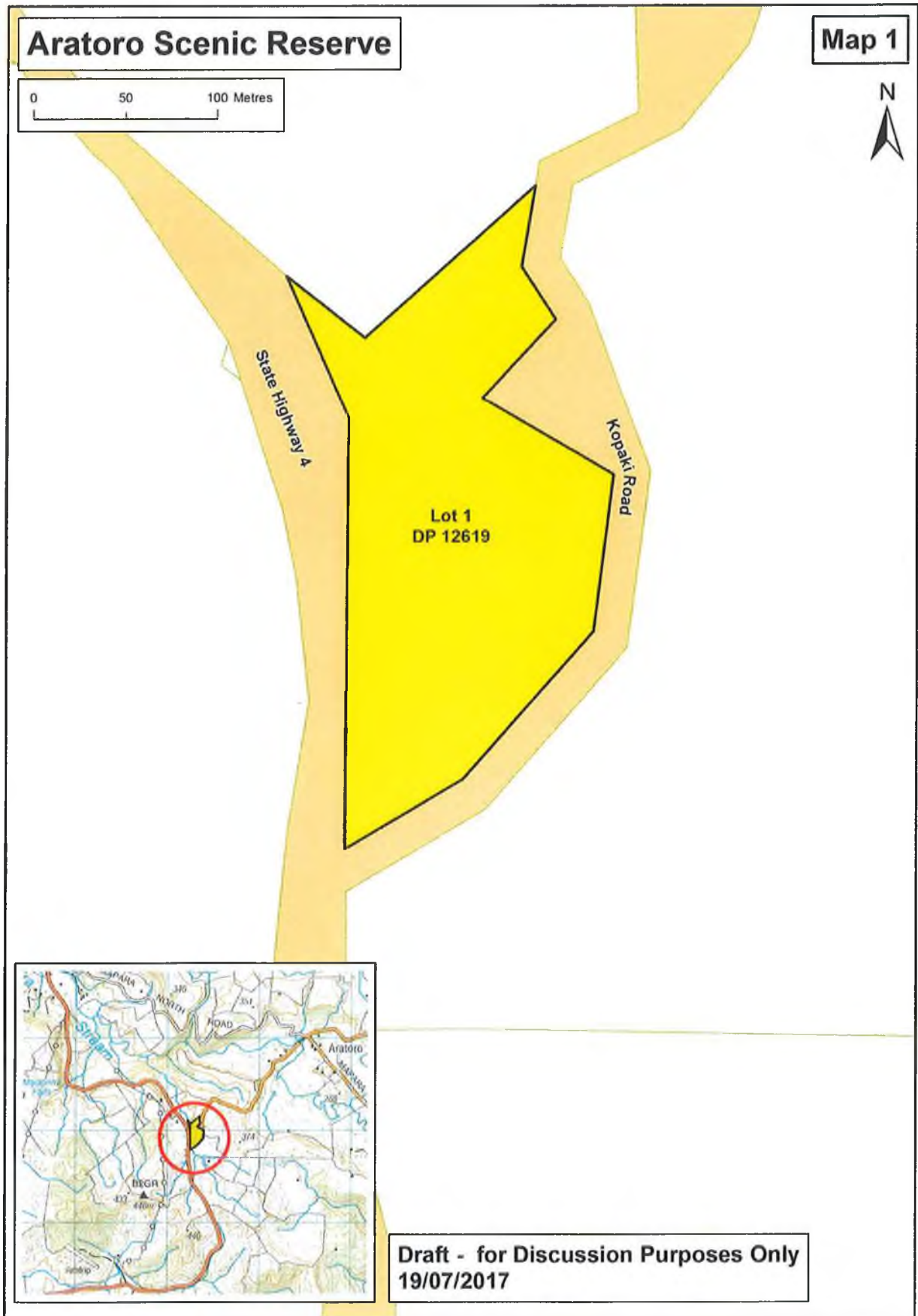
Process Timeframe	Activities	Status
	<ul style="list-style-type: none"> • the list of hapū in the claimant definition. <p>In December 2016, OTS wrote a letter of response to the groups who submitted on the mandate strategy (including Ngāti Apakura, Ngāti Hikairo, Raukawa and Ngāti Haua). Ngati Tuwharetoa also wrote directly to Maniapoto on the MMTB mandate strategy.</p> <p>The Terms of Negotiation, signed 17 December 2016, records the parties agreement:</p> <ul style="list-style-type: none"> • overlapping claims issues are to be addressed before a Deed of Settlement can be concluded; and • Maniapoto will engage with groups early and establish a process to reach agreement on overlapping claims issues. 	
Initial engagement with groups (March to May 2017)	<p>On 15 March 2017, OTS wrote to the agreed groups (listed above) advising:</p> <ul style="list-style-type: none"> • the Crown had entered into negotiations with Maniapoto; • the MMTB would be seeking discussions with overlapping groups; • OTS would provide an update on negotiations by the end of June 2017; • OTS would provide information on the proposed redress especially on any redress contemplated in shared areas; and • the Crown would provide groups the opportunity to review the redress in the AIP following the Crown and Maniapoto signing it. 	Completed
The Overlapping Claims Strategy	<p>Crown and Maniapoto to agree an Overlapping Claims Strategy and Plan for overlapping claims. We propose this includes:</p> <ul style="list-style-type: none"> • a strategic process to resolve issues • list of groups/iwi with an interest in Area of Interest are confirmed, commitment to update as required as negotiations progress • agreement to exchange information on discussions and correspondence • OTS to maintain a table recording engagement with groups ('overlapping claims register') • OTS to commission a map that overlays the Maniapoto area of interest with iwi/groups for overlapping claims purposes 	Completed
Engagement on Crown offer (June to July 2017)	<p>OTS and Maniapoto continue to meet with groups/iwi on specific overlapping claims issues. Maniapoto to confirm redress being contemplated in negotiations is ready to be shared with groups/iwi</p> <p>OTS writes to groups/iwi communicating:</p> <ul style="list-style-type: none"> • timeframes and key steps in the overlapping claims 	Underway

AGREEMENT IN PRINCIPLE

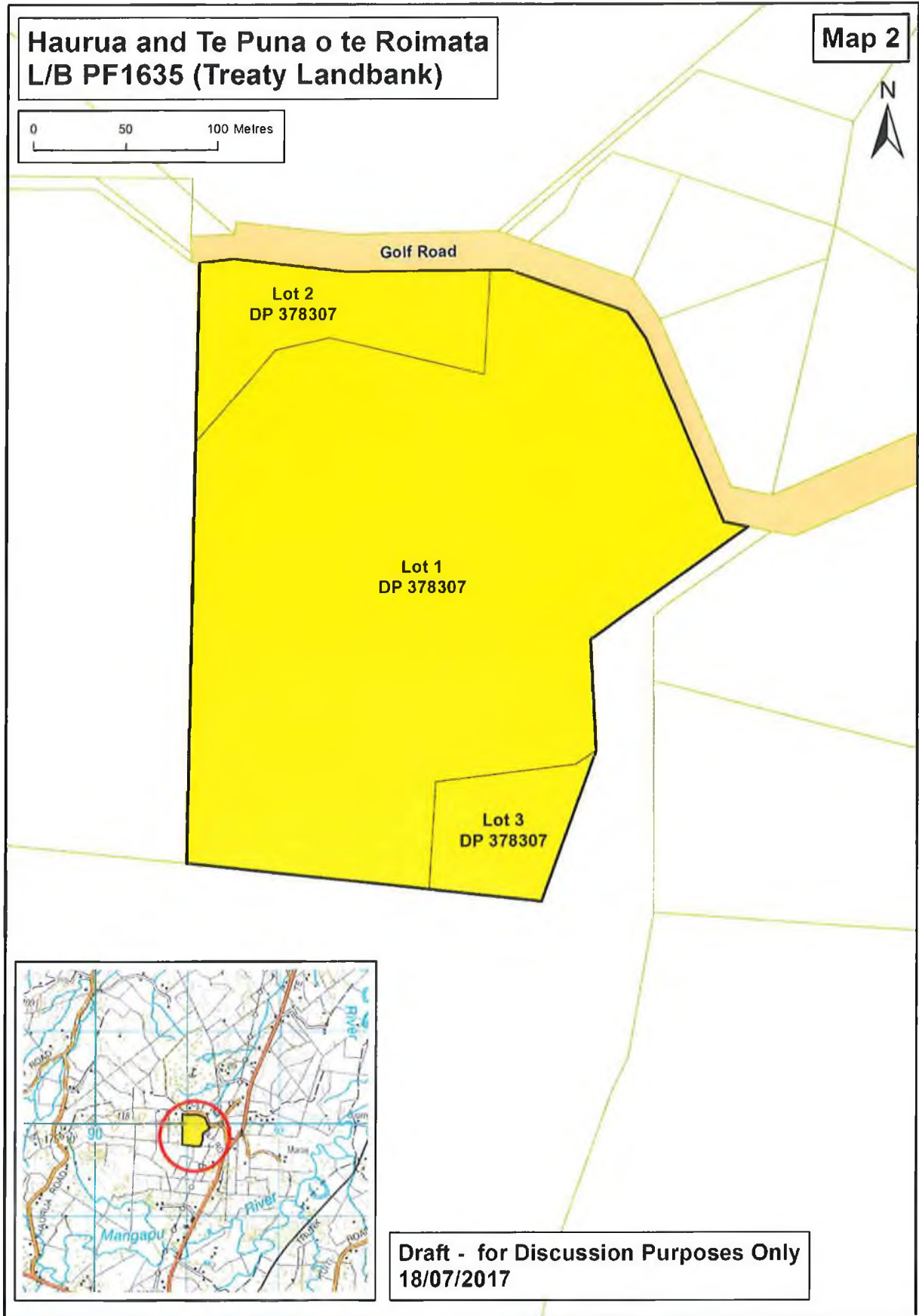
Process Timeframe	Activities	Status
	<p>process;</p> <ul style="list-style-type: none"> • a map of Maniapoto Area of Interest; • providing document of redress being contemplated in negotiations; • invitation to meet with OTS and/or Maniapoto to discuss overlapping interests; and • contact details for Maniapoto and OTS analyst. <p><u>If Maniapoto accepts the Crown offer</u></p> <ul style="list-style-type: none"> • Crown writes to groups/iwi setting out in detail the redress to be recorded in the AIP • Groups/iwi requested to respond in writing to OTS by 1 August outlining comments, concerns, or support of proposed redress. • Crown to meet with groups/iwi if requested or required, or the Crown offers to meet with groups post-AIP • OTS updates Minister on status of overlapping claims 	
<p>Report to Minister (late July 2017)</p>	<p>OTS reports to Minister on status of overlapping claims alongside reporting on the Crown offer to Maniapoto.</p>	
<p>AIP SIGNED</p>	<p><u>Crown and Maniapoto sign the AIP on 16 August 2017</u> The AIP and process for resolving overlapping claims are uploaded to www.govt.nz</p>	

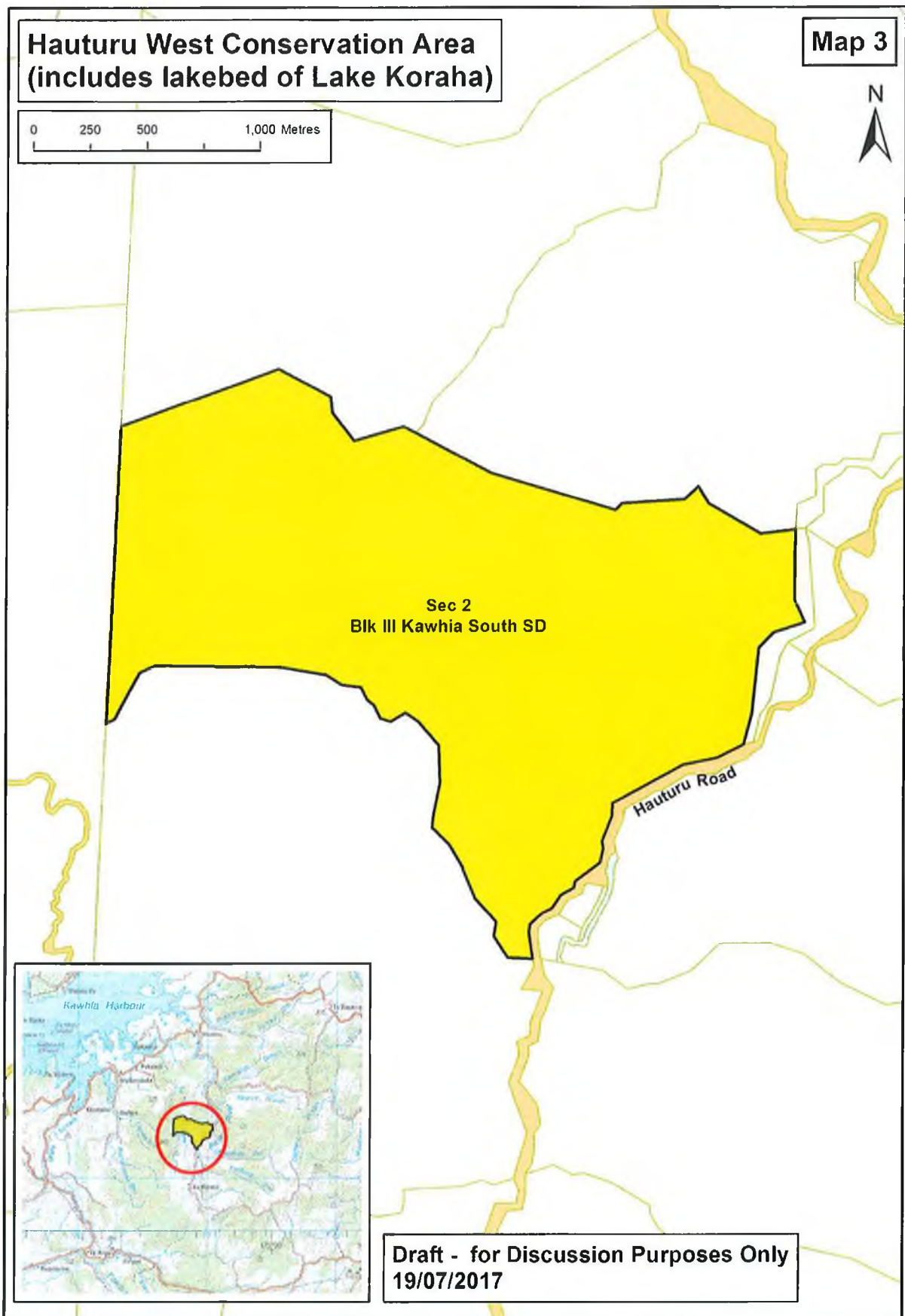
3 MAPS

AGREEMENT IN PRINCIPLE

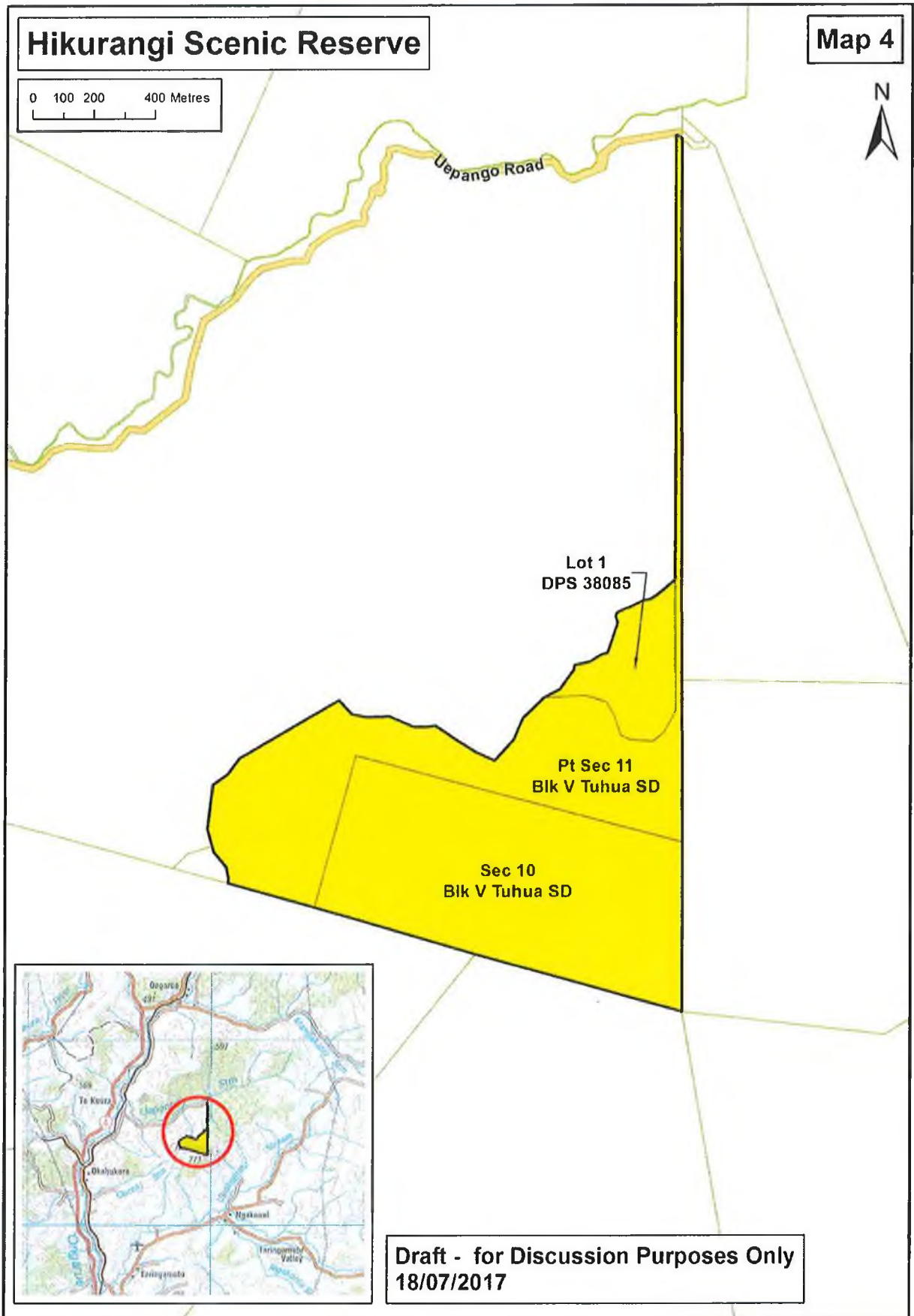


AGREEMENT IN PRINCIPLE

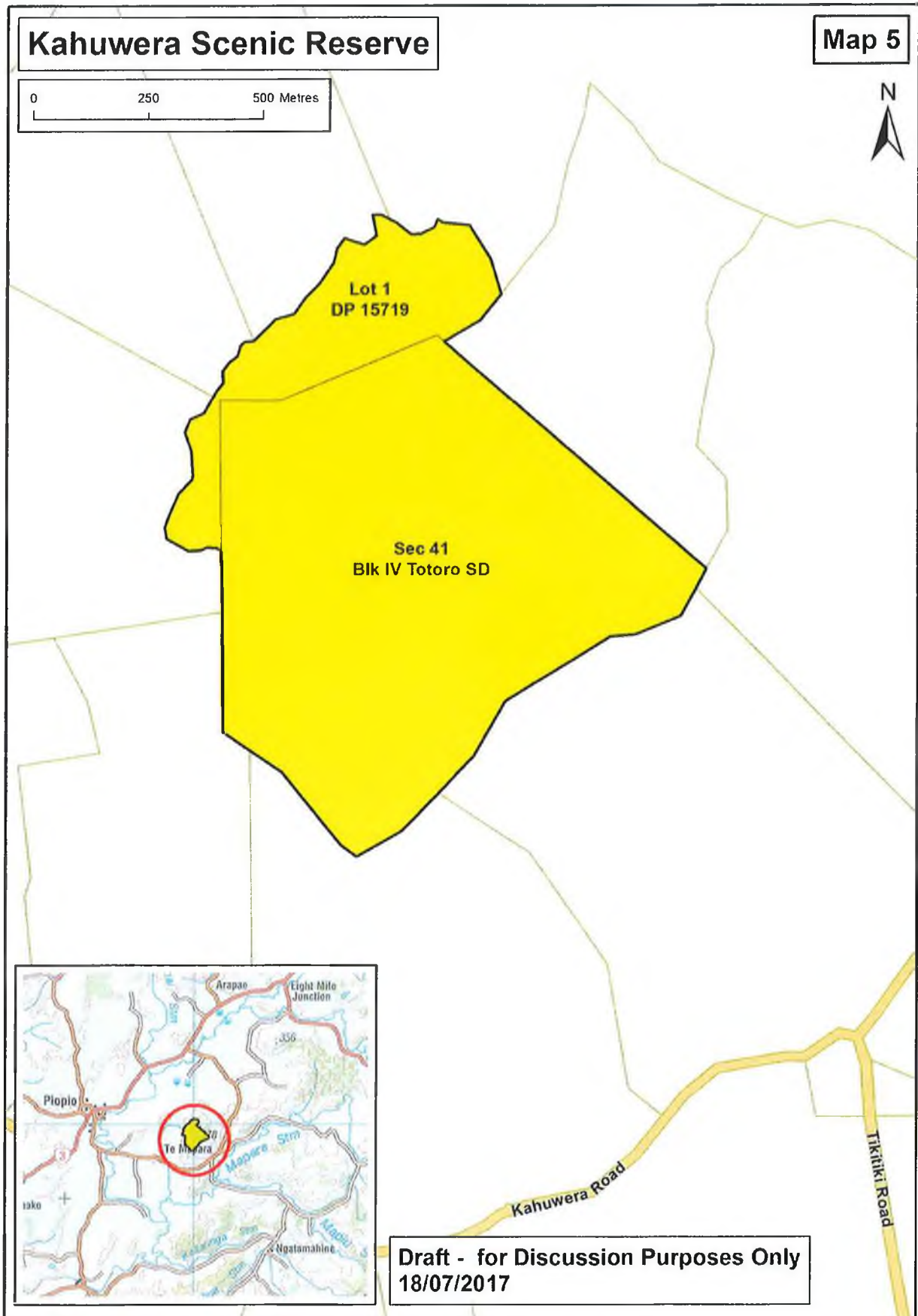


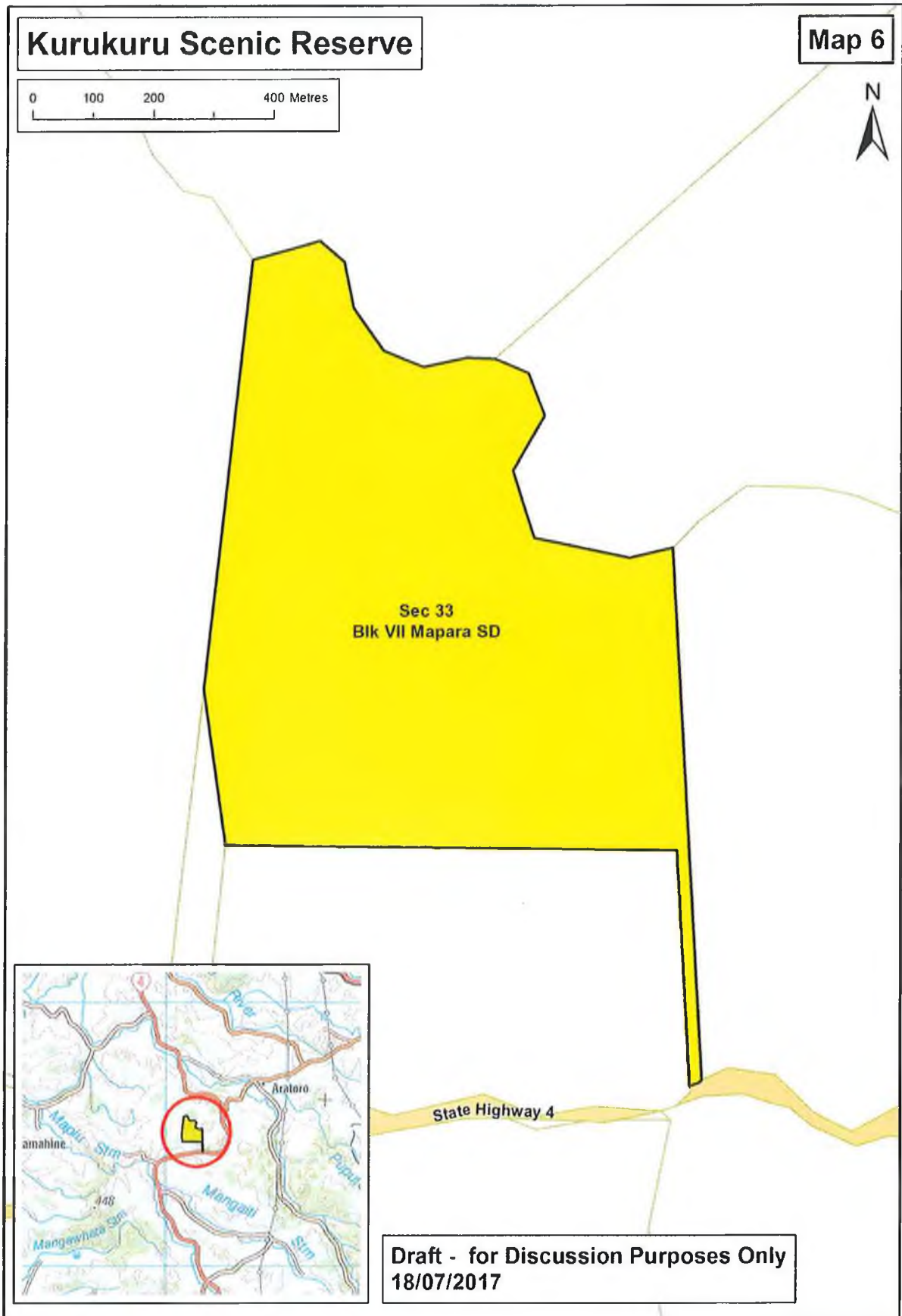


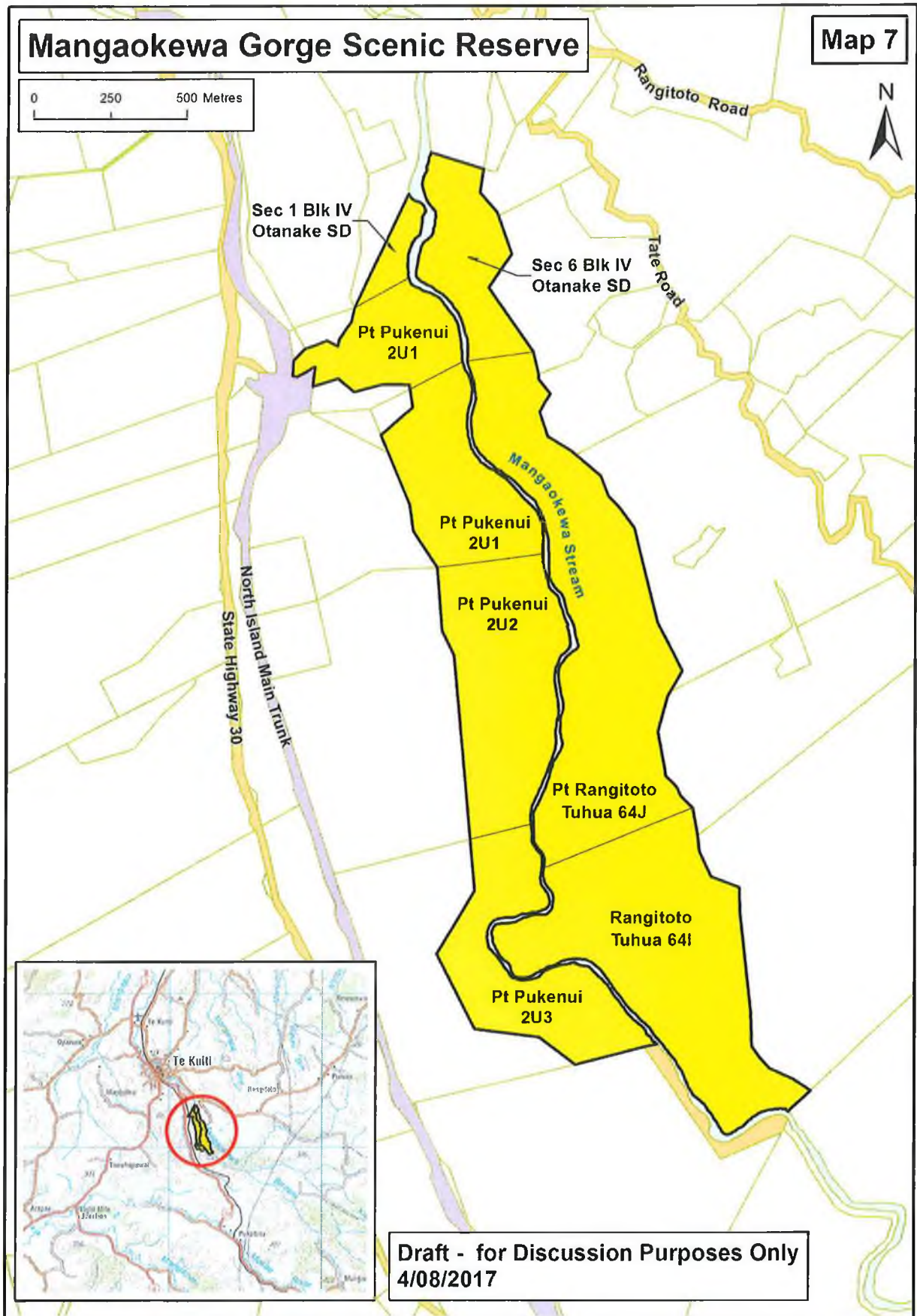
AGREEMENT IN PRINCIPLE

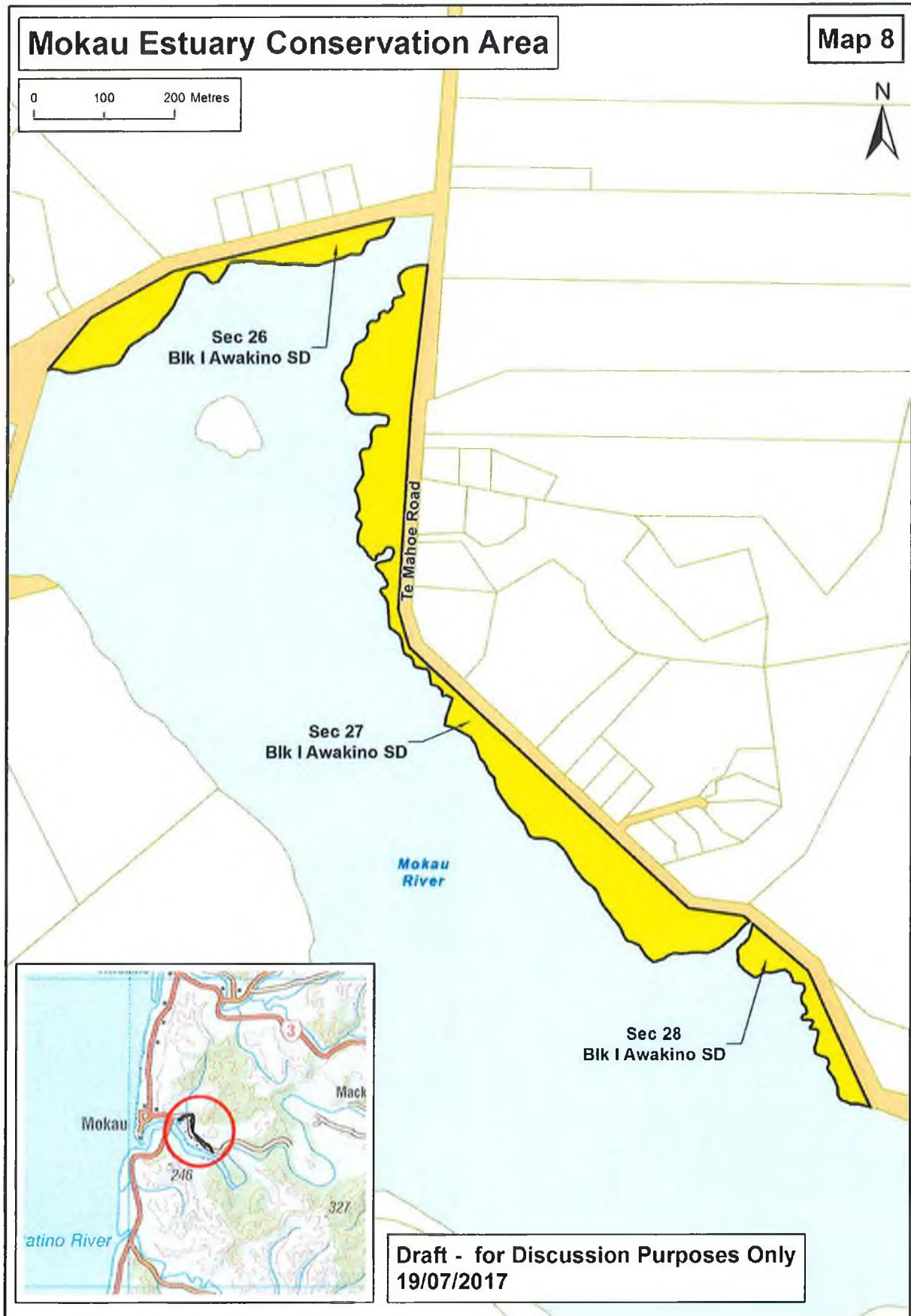


AGREEMENT IN PRINCIPLE

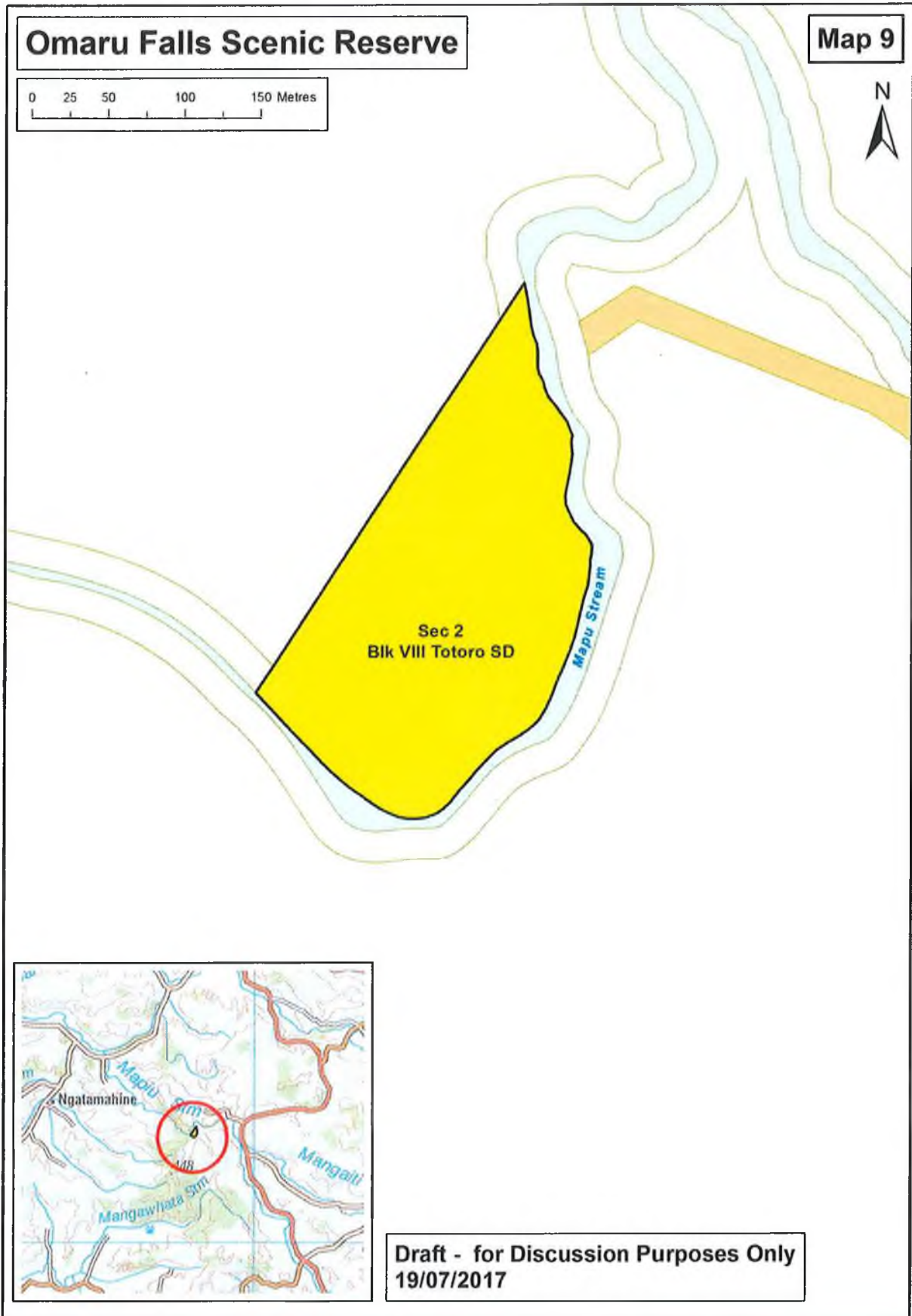




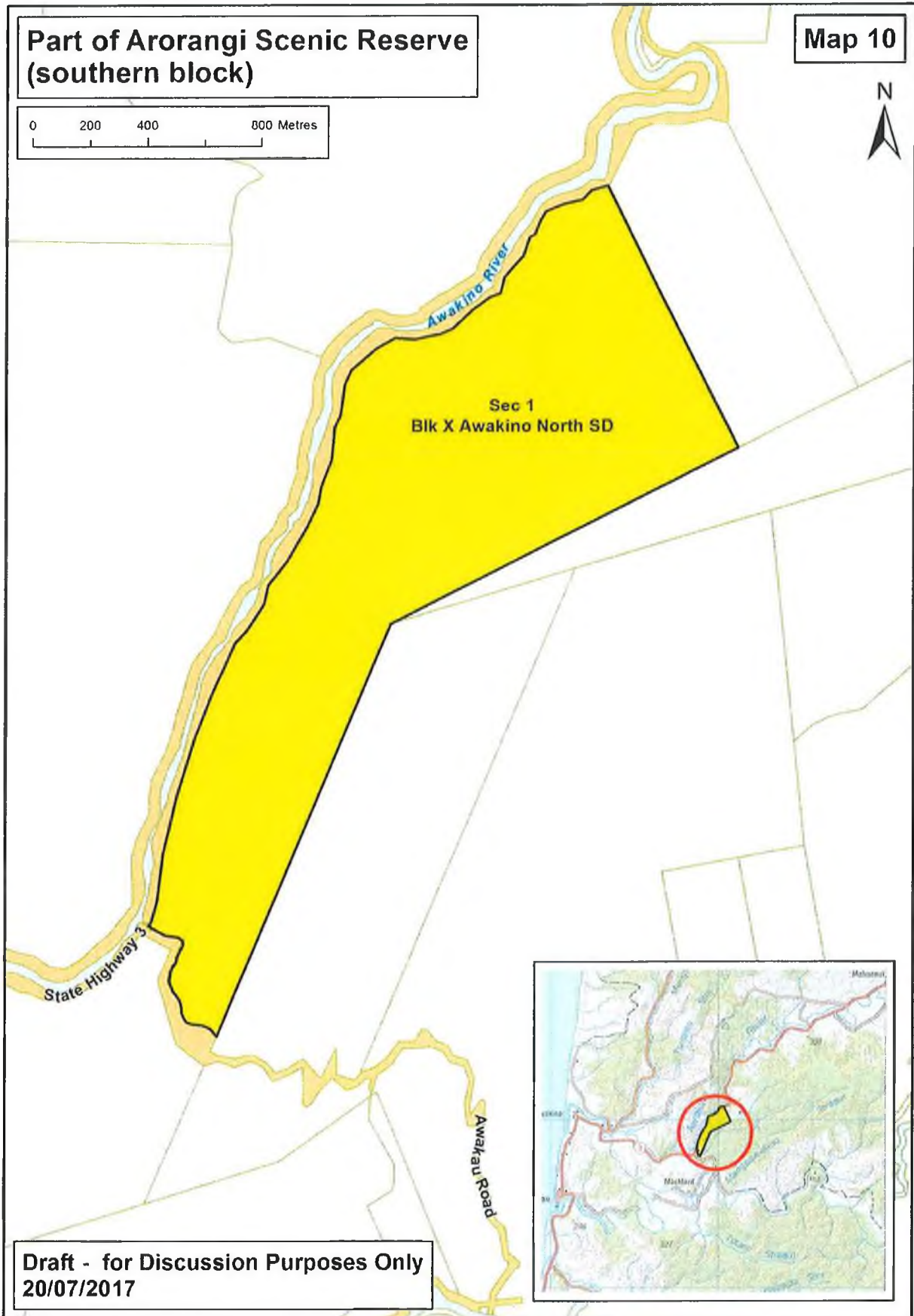


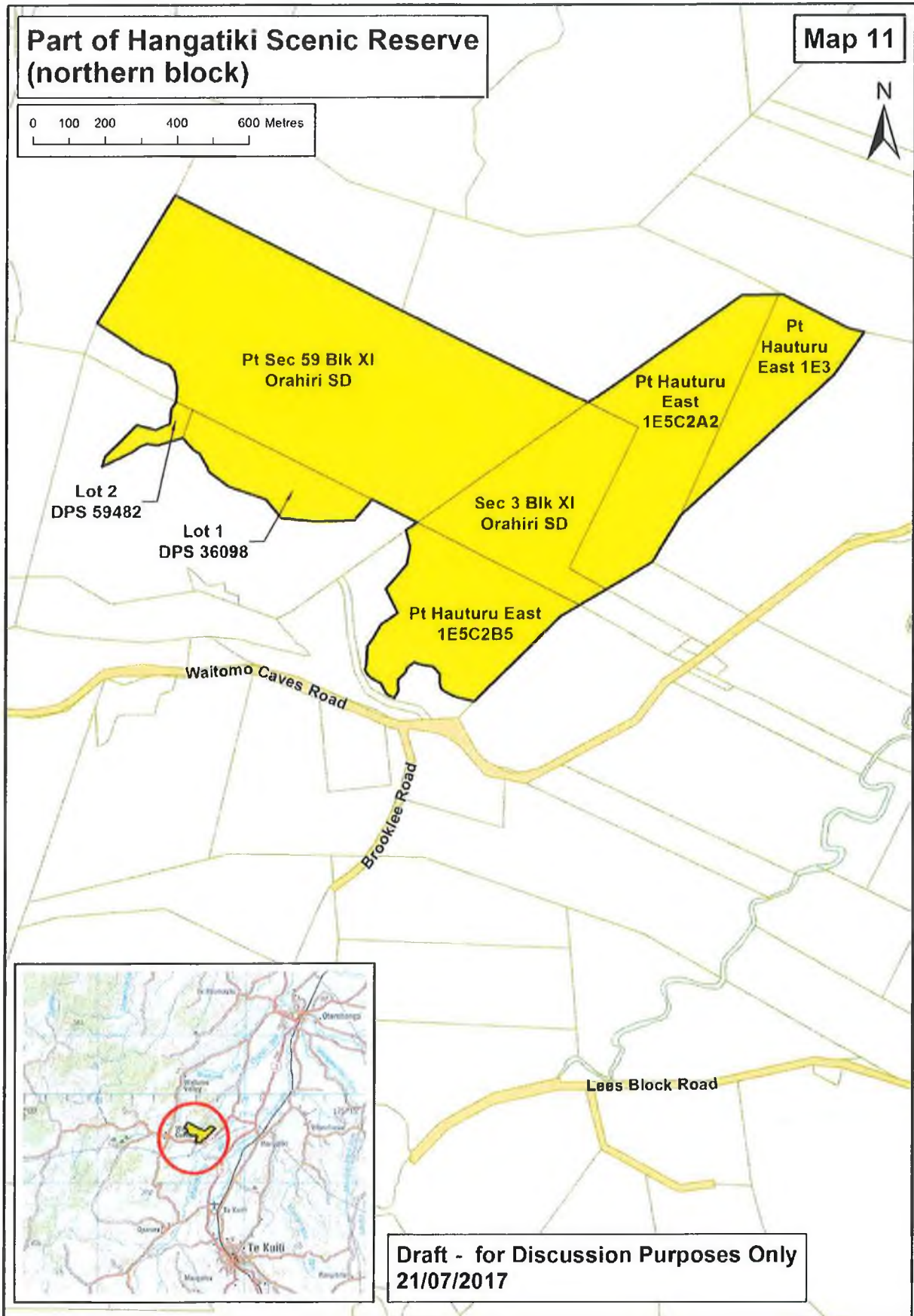


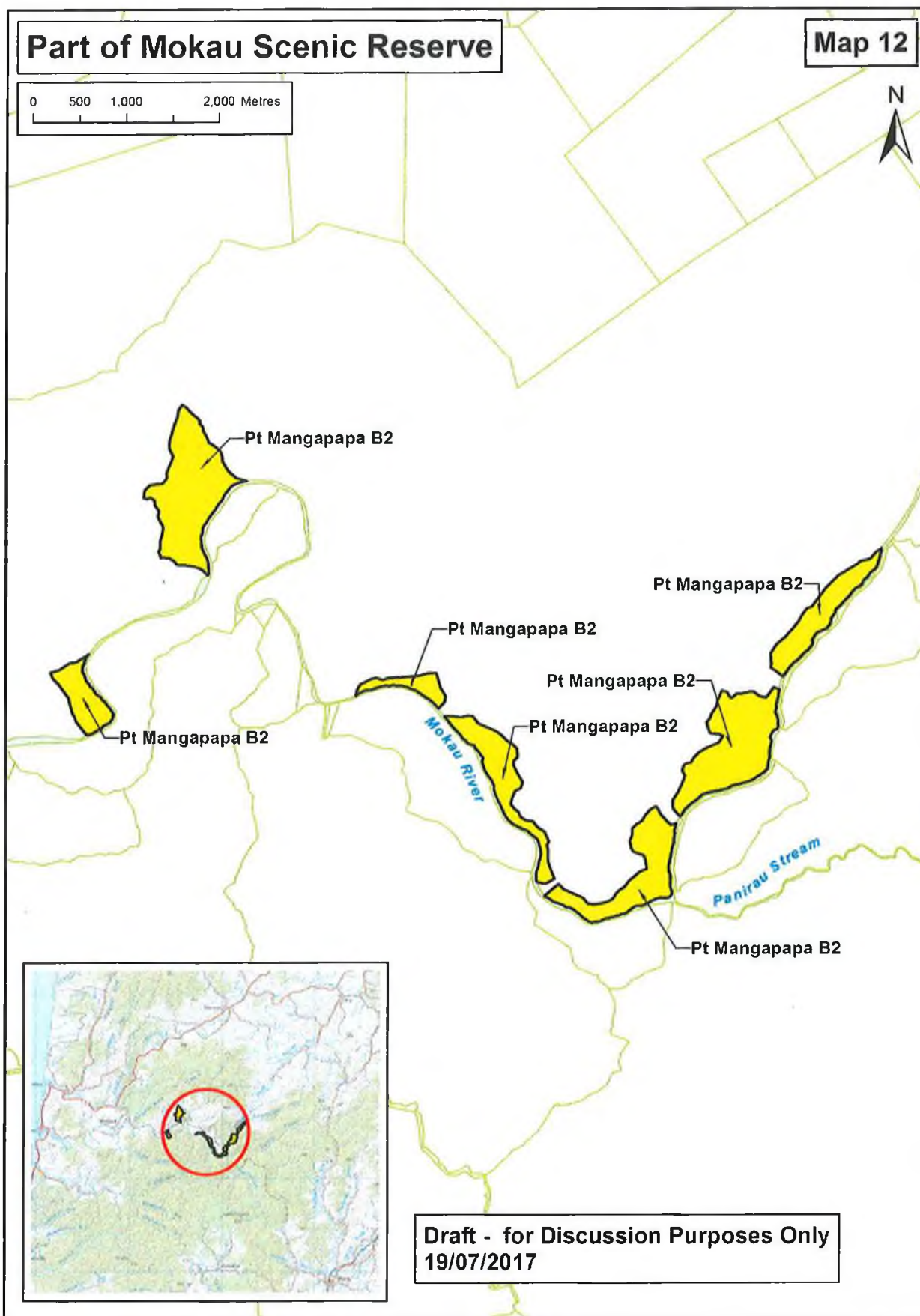
AGREEMENT IN PRINCIPLE

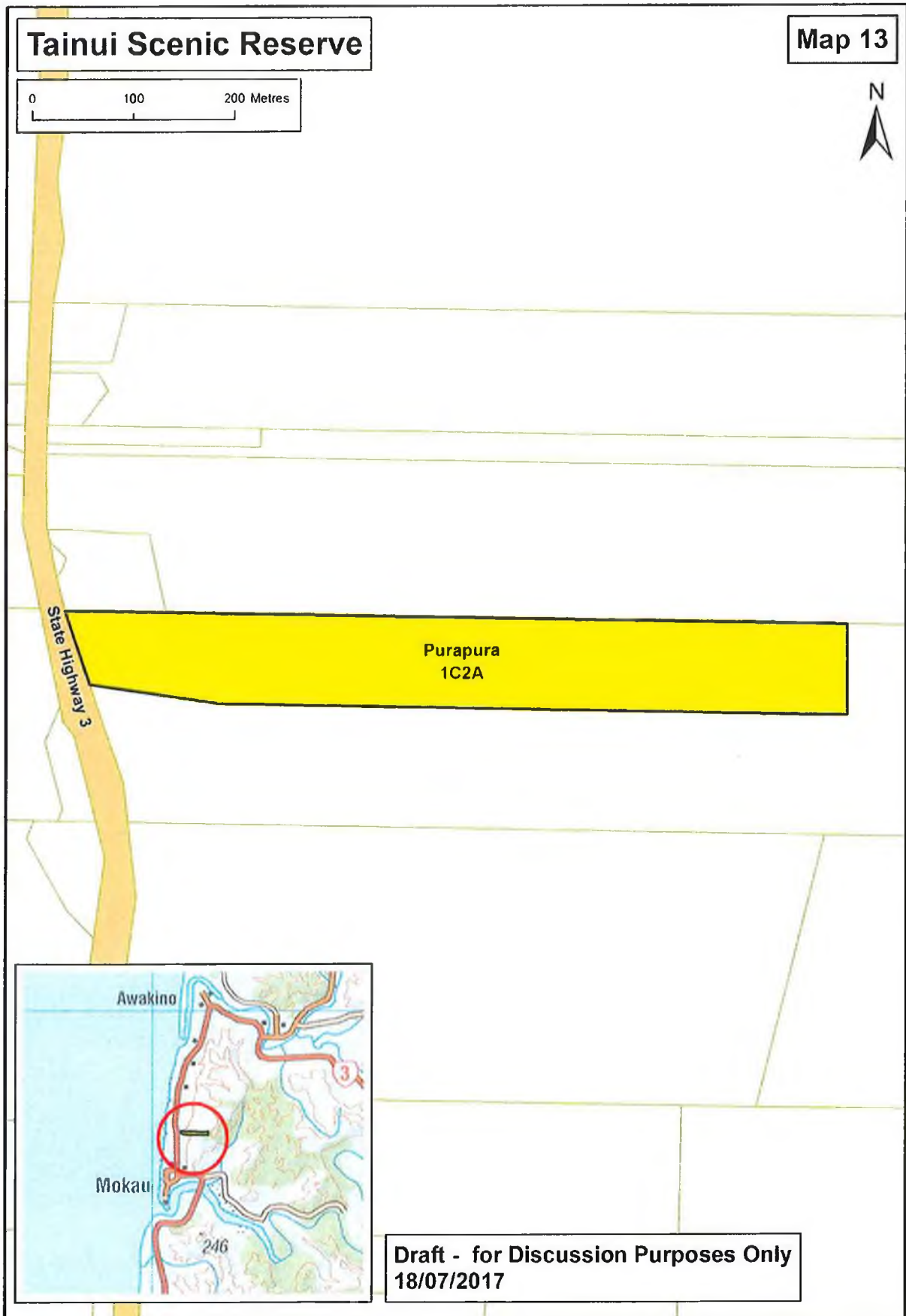


AGREEMENT IN PRINCIPLE

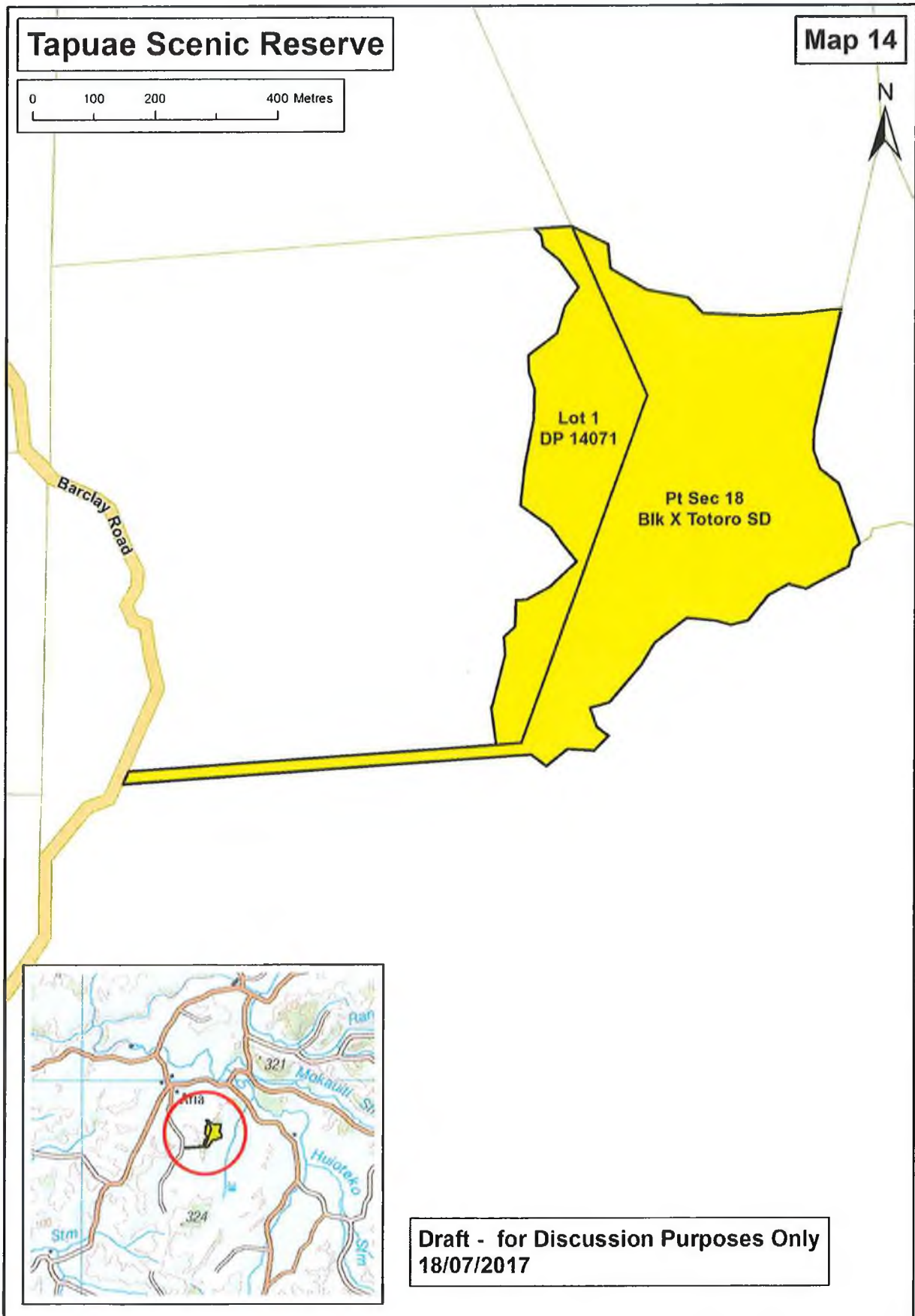








AGREEMENT IN PRINCIPLE



AGREEMENT IN PRINCIPLE

