



## Office of Hon Christopher Finlayson

Attorney-General  
Minister for Treaty of Waitangi Negotiations  
Minister for Arts, Culture and Heritage

22 December 2009

Laly Haddon  
Chief Negotiator  
Ngāti Manuhiri  
Manuhiri Omaha Kaitiakitanga Ora Trust  
PO Box 57  
**LEIGH 0947**

WITHOUT PREJUDICE

Tēnā koe

Thank you and your negotiating team for meeting with me and the Minister of Māori Affairs on 15 December and for the continued dedication and constructive approach you have taken in negotiations with the Crown.

I acknowledge the letter dated 16 December 2009 from W W Peters to the Office of Treaty Settlements confirming advice that Ngāti Manuhiri accept in principle the Crown's offer of settlement as submitted by the Crown on 11 December 2009. I acknowledge the signing of that letter by yourself and Ngāti Manuhiri Negotiator Mook Hohneck.

I would now like to make a formal offer on behalf of the Crown for consideration by Ngāti Manuhiri. This offer contains the redress the Crown is willing to provide in settlement of all historical claims of Ngāti Manuhiri for Crown breaches of the Treaty of Waitangi and its principles. This is the Crown's best and final offer and was approved by Cabinet on 17 December 2009.

The next step will be for the parties to develop the necessary detail to give effect to the redress set out in this Offer Letter, and to translate that detail into a Deed of Settlement.

## Elements of the Crown's Offer

The Crown's offer is made up of the following three broad elements:

- Historical Account, Crown Acknowledgement and Crown Apology;
- Cultural Redress; and
- Commercial and Financial redress.

### *Historical Account, Crown Acknowledgement and Crown Apology*

The Historical Account, Crown Acknowledgement and Crown Apology will outline the basis on which the Crown is settling the historical claims of Ngāti Manuhiri.

The Historical Account will outline the historical relationship between the Crown and Ngāti Manuhiri. On the basis of the Historical Account, the Crown will acknowledge that certain actions or omissions of the Crown were in breach of the Treaty of Waitangi and its principles. The Crown will then offer an apology to Ngāti Manuhiri for the acknowledged breaches of the Treaty of Waitangi and its principles.

The Crown and Ngāti Manuhiri have largely agreed upon the key themes and structure of an historical account (**Attachment One**). This will form the basis for developing the full Historical Account, the Acknowledgement and Apology for inclusion in the Deed of Settlement.

### *Cultural redress*

A summary of the cultural redress offer is attached to this letter as **Attachment Two**.

### *Commercial and Financial redress*

A summary of the commercial and financial redress is attached to this letter as **Attachment Three**.

I am particularly conscious of the importance Ngāti Manuhiri places on recognition of your association with Hauturu/Little Barrier Island Nature Reserve, and the circumstances in which your forebears lost their land there. As a result, \$500,000 of Ngāti Manuhiri's \$9 million quantum is a particular recognition of Ngāti Manuhiri's aspirations in relation to establishing a physical presence on Hauturu/Little Barrier Island Nature Reserve.

## Conditions of the Crown Offer

This Offer Letter, once signed by the parties, will reflect a high-level agreement in principle between the Crown and Ngāti Manuhiri. It is not legally binding and does not create legal relations between the parties.

Upon the signing of the Offer Letter, my officials will begin working with Ngāti Manuhiri towards a Deed of Settlement. Ratification by Ngāti Manuhiri and the approval of relevant Ministers and Cabinet will be required before the signing of the Deed of Settlement.

The Crown's offer is also subject to the resolution of any overlapping claims or interests by other groups.

The key definitions, terms and conditions that apply to the Crown's offer are attached to this letter as **Attachment Four**.

### **Next Steps**

Should you accept my invitation to counter-sign this letter, it will then take effect as an Agreement in Principle between the Crown and Ngāti Manuhiri. The parties will then work towards a Deed of Settlement.

If Ngāti Manuhiri accepts this offer, I am confident that we will continue to work together in good faith. I will prioritise this settlement in the work programme for the Office of Treaty Settlements, and instruct my officials to draft a Deed of Settlement and Settlement Bill concurrently with a view to settlement legislation being introduced in 2011.

### **Other issues**

#### *Health capacity building*

You have outlined to me the unusual prevalence of bi-polar disorders among Ngāti Manuhiri people and sought my assistance to develop a programme to address this issue. I applaud your initiative and understand that you have already been exploring how existing models of Māori health provision might accommodate your interests. Although this is not my portfolio area, I will write to relevant health research funders to identify any areas in which capacity funding might be provided to assist Ngāti Manuhiri to address these health issues in a culturally appropriate way. I will also write to Hon Tony Ryall and Hon Tariana Turia, Minister and Associate Minister of Health, to ensure they are aware of your aspirations.

#### *Settlement on Ngāti Manuhiri lands*

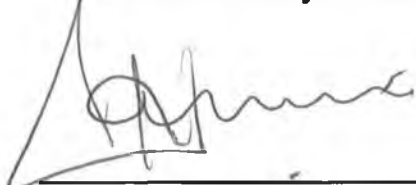
I also note the concerns you voiced about the ability to settle Ngāti Manuhiri people on their lands because of the basis on which rating valuations affect Māori land, particularly on the coast. You also identified an issue with Resource Management Act restrictions on housing in coastal areas. These issues also affect a number of iwi and Māori groups and need to be considered in a national context, although I appreciate that for Ngāti Manuhiri their impact is greater than for most other groups. My colleague the Minister of Māori Affairs is working with his Cabinet colleagues on ways in which these issues might be addressed and I will ask him to provide you with an update on his initiatives in this area.

Once again, thank you for the positive and constructive way that you have engaged with the Crown over the last six months.

Nāku noa, nā



Hon Christopher Finlayson  
**Minister for Treaty of Waitangi Negotiations**



Rt Hon Sir Douglas Graham  
**Crown Facilitator - Kaipara, Tāmaki Makaurau and Hauraki regions**



Michael Dreaver  
**Chief Crown Negotiator - Kaipara, Tāmaki Makaurau and Hauraki regions**

On behalf of Manuhiri Omaha Kaitiakitanga Ora Trust

Signed on behalf of Ngāti Manuhiri by



Laly Haddon QSM  
**Rangaitira and Negotiator of Ngāti Manuhiri**  
On behalf of Manuhiri Omaha Kaitiakitanga Ora Trust



Mook Hohneck  
**Lead Negotiator of Ngāti Manuhiri**  
On behalf of Manuhiri Omaha Kaitiakitanga Ora Trust

## **ATTACHMENT ONE**

### **HISTORICAL ACCOUNT STRUCTURE AND THEMES**

1. Ngāti Manuhiri
2. The 1841 Mahurangi purchase
3. Old Land Claims
4. Pre-emption Waiver Claims
5. Crown Purchases 1851-1865
6. Native Land Court and Land Sales 1864-1900
7. Crown Acquisition of Hauturu/Little Barrier Island Nature Reserve
8. Land Administration in the Twentieth Century
9. Socio-Economic Consequences - Ngāti Manuhiri Today

## ATTACHMENT TWO CULTURAL REDRESS

The Deed of Settlement (and Settlement Legislation where necessary) will provide for the following cultural redress.

### General

1. This offer includes instruments that are designed to recognise the historical, traditional, spiritual and cultural associations of Ngāti Manuhiri.
2. Unless otherwise specified, the value of the Cultural Redress is not off-set against the settlement quantum.

### Cultural Redress Properties

#### *Hauturu/Little Barrier Island Nature Reserve*

3. The Crown offers to transfer approximately 1.2 hectares of land on Hauturu/Little Barrier Island Nature Reserve.
4. The Crown agrees to the erection of a building for customary purposes on that land transferred and compatible with the Nature Reserve status of the Island.
5. The Crown also offers to transfer the remainder of the Island subject to a gift back to the Crown.

#### *Sites to be transferred to Ngāti Manuhiri*

6. Table 1 below sets out the Cultural Redress Properties that the Crown offers to vest in fee simple estate in Ngāti Manuhiri. These vestings will be subject to conditions and encumbrances noted in the third column of this table.

**Table 1: Sites to be vested in fee simple**

Site	Details/size	Encumbrances
<b>Land Transfer</b>		
Leigh Recreation Reserve opposite Goat Island landing strip	Whole site is 8.78 hectares Landing strip is 6.7 hectare but is partially eroded	Subject to recreation reserve status.
Hauturu/Little Barrier Island Nature Reserve	Approximately 1.2 hectares	Subject to nature reserve status or covenant
Pakiri Block Conservation Area	47.4 hectares	Subject to covenant

## Overlay Classifications

7. The Crown offers to provide an overlay classification over Mt Tamahunga being within the Omaha Conservation Area and an overlay classification over that part of Hauturu/Little Barrier Island Nature Reserve that is not transferred to Ngāti Manuhiri.
8. The declaration of an area as subject to an overlay classification provides for the Crown to acknowledge Ngāti Manuhiri values in relation to that area. It also provides, in relation to that area, for:
  - a. the Governance Entity and the Crown to agree on protection principles to avoid harm to Ngāti Manuhiri values, or any diminishment of them, and for the Director-General of Conservation to take action in relation to the protection principles; and
  - b. the New Zealand Conservation Authority and the Auckland Conservation Board to have particular regard to Ngāti Manuhiri values and the protection principles.
9. The overlay classifications are to be offered, in substance, on the same terms as those that have been provided in recent Treaty settlements.

### 10. Table 2: Overlay classifications

Site	Details/size
<b>Overlay Classification</b>	
Mt Tamahunga being within the Omaha Conservation Area	260 hectares
Remainder of Hauturu/Little Barrier Island Nature Reserve	2816.6 hectares less land transferred

## Co-Governance over Public Conservation Land

11. The Crown offers to explore any aspirations that Ngāti Manuhiri has for co-governance with the Department of Conservation over those public conservation lands within its area of interest which are not transferred. This matter will be the subject of further consideration and discussion between Ngāti Manuhiri and the Crown in early 2010.

## Statutory Acknowledgements

12. Statutory acknowledgements provide for the Crown to acknowledge in the Settlement Legislation a statement by Ngāti Manuhiri of their cultural, spiritual, historical and traditional association with a particular area. They further provide:
  - a. relevant consent authorities, the New Zealand Historic Places Trust, and the Environment Court to have regard to the statutory acknowledgements;
  - b. relevant consent authorities to forward to the Governance Entity summaries of resource consent applications for activities within, adjacent to, or impacting directly on, the area in relation to which a statutory acknowledgement has been made; and

- c. the Governance Entity and any member of Ngāti Manuhiri to cite to consent authorities, the New Zealand Historic Places Trust and the Environment Court the statutory acknowledgement as evidence of the association of Ngāti Manuhiri with the area in relation to which the statutory acknowledgement has been made.
13. The statutory acknowledgements provided to the Governance Entity will, in substance, be provided on similar terms to those provided in recent Treaty settlements.
14. In particular, the statutory acknowledgements will not:
- a. affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; and
  - b. prevent the Crown from providing a statutory acknowledgement to persons other than Ngāti Manuhiri or the Governance Entity with respect to the same area.

### **Coastal Statutory Acknowledgements**

15. The Crown offers provide statutory acknowledgements over coastal areas of significance to Ngāti Manuhiri.
16. In accordance with the regional approach adopted for the Tāmaki/Kaipara region the Crown proposes that Ngāti Manuhiri nominate proposed areas for coastal statutory acknowledgements and discuss these areas with any iwi/hapū with shared interests in the areas. Coastal statutory acknowledgements groups may overlap.

### **Place Name Changes**

17. The Crown invites Ngāti Manuhiri and the other Kaipara mandated groups to work together on a joint list for submission to the New Zealand Geographic Board / Ngā Pou Taunaha o Aotearoa, to be processed under the usual statutory provisions followed by the Board. The Crown will then submit the list of proposed changes to the New Zealand Geographic Board / Ngā Pou Taunaha o Aotearoa for its consideration.

### **River Statutory Acknowledgements**

18. The Crown offers to explore creating statutory acknowledgements over rivers of historical, traditional, cultural and/or spiritual significance to Ngāti Manuhiri.
19. The statutory acknowledgements will be non-exclusive and relate only to those Crown-owned portions of the riverbed.
20. The riverbed statutory acknowledgements provided to the Governance Entity will, in substance, be on similar terms to those provided in recent Treaty settlements. In particular, they:
- a. will not affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; and
  - b. will not include:
    - i. a part of the bed of the waterway that is not owned by the Crown; or



- ii. land that the waters of the waterway do not cover at its fullest flow without overlapping its banks; or
- iii. an artificial watercourse; or
- iv. a tributary flowing into the waterway.

21. The Crown offering riverbed statutory acknowledgements to the Governance Entity will not prevent the Crown from providing such redress, or providing other redress (to the extent that it is consistent with the statutory acknowledgements) to persons other than Ngāti Manuhiri or the Governance Entity with respect to the same area.

### **Fisheries Redress**

22. The Crown offers that the Ministry of Fisheries will assist in the development of an Iwi Management Plan that includes the objectives, values and aspirations of Ngāti Manuhiri with respect to fisheries, with a view to integrating their customary, commercial, environmental and recreational interests .

23. The Iwi Management Plan will provide input and participation into the development of the relevant Fisheries Management Plan for the area and shall be given particular regard by the Minister of Fisheries in decisions applying to that Plan.

### **Relationship Redress**

#### *Protocols*

24. A protocol is a statement issued by a Minister of the Crown setting out how a particular government agency intends to:

- a. exercise its functions, powers and duties in relation to specified matters within its control in the claimant group's protocol area; and
- b. consult and interact with the claimant group on a continuing basis and enable that group to have input into its decision-making processes.

25. The Crown offers for the Deed of Settlement and the Settlement Legislation to provide for the following Ministers to issue protocols to Ngāti Manuhiri:

- a. the Minister of Energy; and
- b. the Minister for Arts, Culture and Heritage.

26. The Crown proposes that the protocols will be, in substance, on the same terms as those provided in recent Treaty settlements. All protocols will be developed between the Offer Letter and the Deed of Settlement, and will comply with the applicable legislation.

#### *Promotion of relationship with local authorities*

27. Following the signing of the Deed of Settlement, the Crown will write to the Auckland Council encouraging it to enter into a Memorandum of Understanding with Ngāti Manuhiri in respect of matters within Ngāti Manuhiri's area of interest.

*Promotion of relationship with museums*

28. Following the signing of the Deed of Settlement, the Crown offers to issue letters from the Minister for Treaty of Waitangi Negotiations to encourage the establishment of a relationship between Ngāti Manuhiri and domestic museums.

**ATTACHMENT THREE  
FINANCIAL AND COMMERCIAL REDRESS**

1. The Deed of Settlement (and Settlement Legislation where necessary) will provide for the following financial and commercial redress.

**Quantum**

2. The quantum to be paid under the settlement is \$9 million, including \$500,000 in respect of Hauturu-Little Barrier Island Reserve.
3. The quantum to be paid on Settlement Date will be \$9 million, less the market value of any commercial redress properties selected for transfer on Settlement Date.

**Interest**

4. The Deed of Settlement will provide for the Crown to pay Ngāti Manuhiri interest on the principal amount of \$9 million from (and including) the date of signing this Offer Letter to Settlement Date.
5. Interest will be:
  - a. at the Official Cash Rate calculated on a daily basis;
  - b. not compound;
  - c. paid to the Governance Entity on the Settlement Date; and
  - d. subject to normal taxation law.

**Crown Forest Licensed Land**

6. Ngāti Manuhiri will have the opportunity to purchase the Crown's interest in South Mangawhai Forest at its market valuation.
7. If Ngāti Manuhiri agrees to purchase the South Mangawhai Forest, accumulated Crown forestry rentals will be passed on to the iwi as part of their commercial redress package.

**Commercial Redress Properties**

8. The Crown offers to provide Ngāti Manuhiri with the ability to purchase certain Crown properties (including landbank properties) up to a total value of 125 percent of their quantum. Of this, up to 100 percent of their quantum could be used to purchase Crown Forest Licensed land.

*Property Lists*

9. The property lists in Tables 3 and 4 are draft lists and are therefore subject to further discussions with Ngāti Manuhiri and final confirmation from the Crown that the properties listed are available. The Crown will undertake that investigation process in good faith. In

the event any property is not available, the Crown will be under no obligation to substitute that property with another property but will, in good faith, consider alternative properties that may be available.

10. All properties proposed to be made available are subject to the agreement of Ministers.
11. The information in these tables, and that provided to date, is indicative only and subject to confirmation by the Crown.
12. In addition, the availability of the properties for transfer will be subject to the matters specified in this Crown offer.
13. All commercial redress is dependent on the resolution of shared interests in the sites listed.

*Commercial Properties for Purchase*

14. Ngāti Manuhiri may select on Settlement Date any of the properties held in the Office of Treaty Settlements landbank in their agreed area of interest subject to resolving any shared interests in these sites from other iwi/hapū. The Crown will work with Ngāti Manuhiri to develop a process to address this. At this stage there are 8 sites in this area in the landbank.

**Table 3: Commercial Properties for Purchase**

Site	Subject to the resolution of overlapping claims
<b>Commercial Properties for Purchase at Settlement Date</b>	
Landbanked properties in Ngāti Manuhiri's agreed area of interest	With other iwi/hapū with shared interests

15. The market value of the properties to be purchased in Table 3 will be deducted from the quantum to be paid to Ngāti Manuhiri on Settlement Date.
16. The valuation date to apply to all of the properties selected under paragraph 14 will be either the date of the signing of this Offer Letter by both parties or the date of the Deed of Settlement, on the condition that a Deed of Settlement is signed within two years of the signing of this Offer Letter.
17. If a Deed of Settlement is not signed within two years of the signing of this Offer Letter by both parties, the valuation date will be updated to current market value.

*Commercial Properties for Purchase and Leaseback*

18. Ngāti Manuhiri may select the land under the Warkworth District Court (0.0868 ha) subject to the resolution of overlapping claims with other hapū.
19. The market value of this property will be deducted from the quantum to be paid to Ngāti Manuhiri on Settlement Date.
20. The valuation date for the property selected under paragraph 18 will be the date of the signing of this Offer Letter by both parties, on the condition that a Deed of Settlement is signed within two years of that date. If a Deed of Settlement is not signed within two

years of the signing of this Offer Letter by both parties, the valuation date will be updated to current market value.

21. The terms and conditions applying to the leaseback to the Crown for any property selected will be appropriate and negotiated and agreed between the relevant Crown agency and Ngāti Manuhiri as part of the preparation of the Deed of Settlement to preserve existing property rights and all operations of the Crown agency.

*Right of First Refusal*

22. Ngāti Manuhiri will have a right of first refusal over all land held by core Crown agencies in their agreed area of interest for a period of 169 years from Settlement Date.
23. The terms of this right of first refusal will be agreed between the parties as part of the preparation of the Deed of Settlement.

*Commitment to Explore Purchase and Leaseback*

24. The Crown will also explore the ability to provide Ngāti Manuhiri with the ability to purchase and leaseback to the Crown specific sites within Ngāti Manuhiri's area of interest. The Crown has commenced discussions with the Ministry of Education regarding these properties, and a number of complex and difficult issues have been identified. These issues will have to be resolved if these properties are to become available for purchase and leaseback. Purchase and leaseback will be for the land only. Improvements will remain in Crown ownership.

**Table 4: Commitment to Explore Site for Purchase and Leaseback**

Site	Subject to the resolution of overlapping claims
<b>Commitment to explore Purchase and Leaseback</b>	
Up to three Ministry of Education properties	With any groups with shared interests in those sites

## ATTACHMENT FOUR DEFINITIONS, TERMS AND CONDITIONS OF CROWN OFFER

### Definitions

Key terms used in this document are defined as follows:

**Commercial Redress** properties means those properties referred to in Attachment Three.

**Crown means:**

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

**Cultural Redress** means the redress provided within this Offer Letter intended to meet the cultural rather than economic interests of a claimant group in the settlement of their Historical Claims.

**Cultural Redress Properties** means those properties referred to in Attachment Two.

**Deed of Settlement** means the Deed of Settlement that would be entered into between the Crown and Ngāti Manuhiri setting out the full detail of the final settlement of the Historical Claims.

**Governance Entity** means the governance entity to be established and ratified by Ngāti Manuhiri to receive and manage the settlement assets on behalf of the groups of Ngāti Manuhiri.

**Historical Claims** means every claim (whether or not the claims have been considered, researched, registered or notified) that Ngāti Manuhiri (or any representative entity of Ngāti Manuhiri) has that:

- a. is founded on rights arising from Te Tiriti o Waitangi / the Treaty of Waitangi, or its principles, whether based on legislation, common law (including customary law and aboriginal title), fiduciary duty, or otherwise;
- b. arises from or relate to acts or omissions before 21 September 1992:
  - i. by or on behalf of the Crown; or
  - ii. by or under legislation; and
- c. include every claim to the Waitangi Tribunal that relate specifically to Ngāti Manuhiri, including Wai 244, Wai 280, Wai 487, Wai 532, Wai 567 and Wai 1811 (insofar as the claims are historical Ngāti Manuhiri claims).

**Ngāti Manuhiri** means:

- a. those who descend from Manuhiri and who exercised customary rights predominantly within the Ngāti Manuhiri area of interest at any time after 6 February 1840;
- b. every individual referred to in (a) above; and
- c. any whānau, hapū or group of individuals to the extent that that whānau, hapū or group of individuals is composed of individuals referred to in (a) above;
- d. for the purpose of (a) above, a person is **descended** from another person if the first person is descended from the other by:
  - i. birth;
  - ii. legal adoption; and/or
  - iii. Māori customary adoption in accordance with Ngāti Manuhiri tikanga.
- e. for the purposes of (a) above, **customary rights** means rights held according to tikanga Māori (Māori customary law, values and practices), including through:
  - i. rights to occupy land;
  - ii. rights relating to the use and stewardship of lands or resources;
  - iii. rights of burial; and/or
  - iv. rights to affiliate to the Ngāti Manuhiri marae at Omaha.
- f. for the purposes of (a) above, **area of interest** means the area identified in the Ngāti Manuhiri Deed of Mandate, being that which “encompasses the Bream Tail to the north and extends south to the Okura River mouth south of Whangaparaoa. The eastern boundary takes in all of the islands between Bream Tail and Okura River mouth using a straight line adjacent to the eastern coastline running out to the 200 mile exclusive economic zone. Using the traditional landmarks of Ngāti Manuhiri tūpuna, the western boundary starts from Bream Tail, heading south west inclusive of areas of shared interest – Waikeriawera, Hoteo, Araparera, Kaikai and other lands on the western boundary.”

**Offer Letter** means this letter containing the redress the Crown and Ngāti Manuhiri have agreed to, in principle, for the settlement of the Historic Claims.

**Trust** means the Manuhiri Omaha Kaitiakitanga Ora Trust, the mandated body recognised to represent Ngāti Manuhiri in negotiations with the Crown.

**Settlement Date** means the date 60 business days following the enactment of the Settlement Legislation, being the date on which the settlement redress is to be transferred to Ngāti Manuhiri.

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

## **Terms and Conditions**

1. This Offer Letter contains only a summary of Crown’s redress offer to Ngāti Manuhiri, and is subject to the terms and conditions set out in this Offer Letter, including as set out below. The details of the redress will be negotiated and developed further by the parties in preparation for the signing of a Deed of Settlement.

2. This Offer Letter, once signed by the parties, will reflect a high-level agreement in principle between the parties. It will not be legally binding and does not create legal relations between the parties.
3. Unless otherwise provided for in this Offer Letter, the conditions that have applied in Agreements in Principle for recent Treaty settlements will apply to this Offer Letter.
  - a. the Deed of Settlement will include provisions relating (but not limited) to:
  - b. the claimant definition for Ngāti Manuhiri ;
  - c. the definition of the Historical Claims to be settled by the Deed of Settlement;
  - d. acknowledgements concerning the settlement and the redress to be provided;
  - e. acknowledgements concerning the settlement and its finality;
  - f. removal of statutory protections and landbanking arrangements; and
  - g. taxation.
5. The offer made in this Offer Letter is made on a without prejudice basis, and:
  - a. is not to be used as evidence in any proceedings before, or presented to, the Courts, the Waitangi Tribunal and any other judicial body or tribunal; and
  - b. does not affect the Terms of Negotiations between Ngāti Manuhiri and the Crown.

### **Conditions**

6. This Offer Letter and the Deed of Settlement (as appropriate) will be subject to the following conditions:

#### *Overlapping Interests*

- a. all outstanding elements of the cultural redress offer being resolved;
- b. all other elements of the settlement redress remain subject to the Crown confirming that the overlapping interests of the Tāmaki mandated groups have been addressed to the satisfaction of the Crown;
- c. the Crown confirming that overlapping interests from other claimant groups in relation to any part of the settlement redress have been addressed to the satisfaction of the Crown in respect of that item of redress;

#### *Cabinet agreement*

- d. Cabinet agreeing to the settlement and the redress to be provided to Ngāti Manuhiri;
- e. the Ngāti Manuhiri negotiators obtaining, before the Deed of Settlement is signed, a mandate from their constituents (through a process agreed by the Trust and the Crown) authorising them to:
  - i. enter into the Deed of Settlement on behalf of Ngāti Manuhiri; and
  - ii. in particular, settle the Historical Claims on the terms provided in the Deed of Settlement;



### *Governance Entity*

- f. the establishment of a Governance Entity prior to the introduction of Settlement Legislation that the Crown is satisfied:
  - i. is an appropriate entity to receive the settlement redress;
  - ii. has been ratified by Ngāti Manuhiri (through a process agreed by the Trust and the Crown) as appropriate to receive that redress; and
  - iii. has a structure that provides for:
    - 1. representation of Ngāti Manuhiri;
    - 2. transparent decision-making and dispute resolution processes; and
    - 3. full accountability to Ngāti Manuhiri; and
- g. the Governance Entity signing a Deed of Covenant which includes, amongst other things, a commitment to be bound by the terms of the Deed of Settlement.

### *Settlement Legislation*

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

### ***Specific Conditions for Vesting or Transfer of Properties***

- 7. The vesting or transfer of properties will be subject to:
  - a. further identification and survey of sites where appropriate;
  - b. the exclusion of sites (or part thereof) that are public foreshore and seabed (as defined in the Foreshore and Seabed Act 2004);
  - c. the agreement of the Minister or Chief Executive of the land holding agency (as appropriate) that the property is available for vesting or transfer;
  - d. any specific conditions and encumbrances (including those listed in the Tables in this letter of agreement), or terms of transfer applicable to any specific property;
  - e. any other express provisions relating to specific properties that are included in this Offer Letter or the Deed of Settlement;
  - f. any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the property to be vested or transferred, either existing at the date the Deed of Settlement is signed, or which are identified in the disclosure information to be provided to Ngāti Manuhiri as rights or encumbrances to be created;
  - g. the creation of marginal strips where Part 4A of the Conservation Act 1987 so requires, except as expressly provided;
  - h. the reservation of Crown-owned minerals under sections 10 and 11 of the Crown Minerals Act 1991;
  - i. any other specific provisions that are included in the Deed of Settlement; and

- j. subject to due consideration of any third party rights and obligations that may exist, such as those under the Public Works Act 1981, in relation to the property.
8. Unless otherwise specified, the Governance Entity will be responsible following transfer for the maintenance of the Commercial and Cultural Redress Properties, including any future pest control (including flora and fauna), fencing, interpretation material, required biosecurity responses, and removal of refuse if required. The Governance Entity will also become liable for the payment of any rates that become payable after transfer of the Commercial and Cultural Redress Properties to the Governance Entity.
  9. Following the signing of this Offer Letter, the Crown will prepare disclosure information in relation to each property to be vested or transferred, and will provide such information to Ngāti Manuhiri. If any properties are unavailable for vesting or transfer, the Crown has no obligation to substitute such properties with other properties but, in good faith, will consider alternative redress options.