HEADS OF AGREEMENT

FOR A PROPOSED SETTLEMENT OF THE RANGITAANE O MANAWATU HISTORICAL CLAIMS AGAINST THE CROWN

25 November 1999

TABLE OF CONTENTS

THIS HEADS OF AGREEMENT is made

BETWEEN

(1) **RANGITAANE O MANAWATU** acting by their Mandated Representatives

(2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations

WHAKAMARAMA KAUPAPA

Ko tenei take
I hariamai nei e matau ki a koutou
He take na nga Rangatira
Kua taemai inaianei ki a koutou
Kei runga nei i nga tuunga Rangatira
No reira matau
Ka mea atu ki te Kawanatanga
Kia Rangatira hoki
Te Whiriwhiri i tenei take

Ko Whaatonga te Rangatira o te Waka O Kurahaupo.
Ko te tiimatatanga ko Whaatonga, ka puta ki waho ko Tautoki, ka puta ki waho ko Taanenuiarangi, ka puta ki waho ngauri o Rangitaane he Iwi Rangatira o Aotearoa.

Ko te timatanga o te whakaaro nui
kua mihia te waahi ngaro
Kua honoretia te hunga wairua
Kua whakanui a nga mokopuna Mareikura o Rangitaane
No reira Tihei Mauri Ora
Kororia, Honore, kia Ihoa te Matua Kaharawa
Nga taonga o tua haere, Moe mai, Moe mai
Anei te reo whakamoemiti whakawhetai a
Te Mauri O Rangitaane O Manawatu
E inoi nei ki nga whakatipuranga a Tanenuiarangi
Kia tu whakapakari me matekitetia mo nga ra ka
Hekemai mo te oranga tinana oranga wairua
Me tika ana te haere a tatau whakapono i te ara
Teitei kahurangi
Whakatuwheratia o ha, me o hinengaro toro atu

O ringa kia awhitia ratau ma i urimai i waenganui
I a matau
Manaakitea te katoa ahakoa to ratou karangatanga
Maha – me kaha te tiaki kia pai ai nga wawata
Nga moemoea
Kia u kia mau ki nga kupu whakaakoranga,
A matau Maatua Tuupuna
Kia noho tonu a ratau wairua ki runga ki tena,
Ki tena mo ake tonu atu
Ma ihoa to piringa to kai arahi i runga i to haerenga

Ko Tararua Ruahine te maunga
Ko Manawatu te awa
Ko Kurahaupo te waka
Ko Te Awe Awe, Te Panau, Te Matai, Te Rangi,
Tamati, Rakena, Te Hemara, Kaimokopuna,
Te Ra nga apakura
Ko Ngati Hineaute, Te Rangitepaia.
Te Rangaiaranaki, Ngati Mairehau,
Ngati Tauira nga hapu
Ko Rangitaane te iwi
Tihei Mauri Ora
E kui ma, e koro ma, e raurangatira ma,
Kei te mihimihi i te wa,
Anei te Kaupapa O Rangitaane O
Manawatu ano
Nga korerorero, nga moemoea,
Nga mahi, no reira Tena Koutou, Tena Koutou,
Tena Koutou Katoa

Kakaahutia i te korowai
Te Rangimarie, te aroha, te whakaiti
Ka whakapuawai
He Iwi humaarie – Rangitaane

BACKGROUND

A According to their tradition Rangitaane o Manawatu descend from Tanenuiarangi, also known as Rangitaane, the son of Tautoki and Waipuna and grandson of Reretua and Whatonga. Whatonga, a Chief of the Kurahaupo Waka which made landfall in Aotearoa during the fourteenth century, and his descendants settled along the East Coast of the southern North Island from Heretaunga South to Wairarapa, down to Te Whanganui A Tara across to the Wairau and back up into

the Manawatu. Tautoki's descendants settled in the area which became the rohe of Manawatu.

B Rangitaane o Manawatu identifies its rohe as extending from the southern bank of the mouth of the Rangitikei River, inland to the Orangipango Trig, in the North East near Ohingaiti. From there in a straight line to Te Hekenga, following the summit along the Ruahine and Tararua Ranges across to the Taramea Trig. From this point it continues westward to the mouth of the Manawatu River, thence northwards along the coast to the mouth of the Rangitikei River. Within this rohe are the Oroua, Pohangina, Tokomaru, and Mangahao rivers, which are significant to Rangitaane o Manawatu.

C The Treaty of Waitangi provides:

> *"HER MAJESTY VICTORIA Queen of the United Kingdom of Great Britain and Ireland regarding with Her Royal Favour the Native Chiefs and Tribes of New Zealand and anxious to protect their just Rights and Property and to secure to them the enjoyment of Peace and Good Order has deemed it necessary in consequence of the great number of Her Majesty's Subjects who have already settled in New Zealand and the rapid extension of Emigration both from Europe and Australia which is still in progress to constitute and appoint a functionary properly authorised to treat with the Aborigines of New Zealand for the recognition of Her Majesty's Sovereign authority over the whole or any part of those Islands - Her Majesty therefore being desirous to establish a settled form of Civil Government with a view to avert the evil consequences which must result from the absence of the necessary Laws and Institutions alike to the native population and to Her subjects has been graciously pleased to empower and to authorise me William Hobson a Captain in Her Majesty's Royal Navy Consul and Lieutenant Governor of such parts of New Zealand as may be or hereafter shall be ceded to Her Majesty to invite the confederated and independent Chiefs of New Zealand to concur in the following Articles and Conditions.*

Article The First

> *The Chiefs of the Confederation of the United Tribes of New Zealand and the separate and independent Chiefs who have not become members of the Confederation cede to Her Majesty the Queen of England absolutely and without reservation all the rights and powers of Sovereignty which the said Confederation or Individual Chiefs respectively exercise or possess, or may be supposed to exercise or to possess over their respective Territories as the sole Sovereigns thereof.*

Article The Second

Her Majesty the Queen of England confirms and guarantees to the Chiefs and Tribes of New Zealand and to the respective families and individuals thereof the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession; but the Chiefs of the United Tribes and the individual Chiefs yield to Her Majesty the exclusive right of Pre-emption over such lands as the proprietors thereof may be disposed to alienate at such prices as may be agreed upon between the respective Proprietors and persons appointed by Her Majesty to treat with them in that behalf.

Article The Third

In consideration thereof Her Majesty the Queen of England extends to the Natives of New Zealand Her royal protection and imparts to them all the Rights and Privileges of British Subjects.

W. HOBSON Lieutenant Governor.

Now therefore We the Chiefs of the Confederation of the United Tribes of New Zealand being assembled in Congress at Victoria in Waitangi and We the Separate and Independent Chiefs of New Zealand claiming authority over the Tribes and Territories which are specified after our respective names, having been made fully to understand the Provisions of the foregoing Treaty, accept and enter into the same in the full spirit and meaning thereof: in witness of which we have attached our signatures or marks at the places and the dates respectively specified.

Done at Waitangi this Sixth day of February in the year of Our Lord One thousand eight hundred and forty."

D In 1990 the Wai 182 claim, relating to the alienation of the land of Rangitaane o Manawatu, was lodged with the Waitangi Tribunal by Mrs Ruth Harris, on behalf of Rangitaane o Manawatu with the support and assistance of Tanenuiarangi Manawatu Incorporated, the Mandated iwi authority for Rangitaane o Manawatu. The claim was amended in 1993.

E Rangitaane o Manawatu and the Crown entered into Terms of Negotiation dated 27 July 1998 which specify the scope, objectives and general procedures for negotiations.

F Under the Terms of Negotiation, the Mandated Representatives confirmed to the Crown that they have a mandate to represent Rangitaane o Manawatu in negotiations with the Crown for settlement of the Rangitaane o Manawatu claims.

G Negotiations have now reached a stage where Rangitaane o Manawatu and the Crown wish to enter into this Heads of Agreement recording that Rangitaane o Manawatu and the Crown are, in principle, willing to settle the Rangitaane o Manawatu Historical Claims that are referred to in *clause 1.2* by entering into a Deed of Settlement on the basis of the Crown's Settlement Proposal set out in this Heads of Agreement.

ACCORDINGLY the Parties agree to enter into this Heads of Agreement as follows:

SECTION 1: DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Heads of Agreement, unless the context requires otherwise:

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

(a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day; and

(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 day observed as the anniversary of the provinces of Wellington and Manawatu;

Coastal Area means the Coastal Marine Area between the mouths of the Manawatu and Rangitikei Rivers on the west coast of the North Island;

Coastal Marine Area has the same meaning as in section 2 of the Resource Management Act 1991;

Coastal Statutory Acknowledgement means the statutory acknowledgement to be made by the Crown in respect of the Coastal Area under *clause 4.11*;

Commercial Redress Schedule means the Commercial Redress Schedule in this Heads of Agreement;

Crown means Her Majesty the Queen in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of this Heads of Agreement to participate in, any aspect of the redress;

Crown Forestry Property means the property listed in Part 3 of the Commercial Redress Schedule;

Crown's Settlement Proposal means the proposal described in *clause 2.2*;

Cultural Redress Schedule means the Cultural Redress Schedule in this Heads of Agreement;

Deed Date means the date the Deed of Settlement is signed by Rangitaane o Manawatu and the Crown;

Deed of Recognition means a deed entered into by the Crown under *clause 4.12*;

Deed of Settlement means a deed of settlement between Rangitaane o Manawatu and the Crown settling the Rangitaane o Manawatu Historical Claims;

Department of Conservation Protocol means the protocol to be issued by the Minister of Conservation under *clause 4.1.1*;

Department of Conservation Protocol Subjects means the matters to be included in the Department of Conservation Protocol as required by *clause 4.1.2*;

Department of Corrections Site Protocol means the protocol to be issued by the appropriate Minister under *clause 4.5*;

Heads of Agreement means this Heads of Agreement, including its Schedules;

Identified Areas means those areas set out in Table A and Table B (as the context requires) of Part 6 of the Cultural Redress Schedule;

Land Bank Properties means the properties specified in Tables A and B of Part 1 of the Commercial Redress Schedule;

Leaseback Properties means the properties specified in Part 2 of the Commercial Redress Schedule;

Mandated Representatives means Ruth Harris, Matua Tanenuiarangi Te Awe Awe, Matua Moana Te Rangi, Whaea Kararaina Taite, Whaea Rawinia Smith, and Matua Uri Te Angina;

Memorials means resumptive memorials imposed on land under the State-Owned Enterprises Act 1986, the New Zealand Railways Corporation Restructuring Act 1990 or the Education Act 1989;

Ministry of Fisheries Protocol means the protocol to be issued by the Minister of Food, Fibre, Biosecurity and Border Control under *clause 4.2.1*;

Ministry of Fisheries Protocol Subjects means the matters to be included in a Ministry of Fisheries Protocol as required by *clause 4.2.2*;

Nohoanga Camping Entitlement means a renewable entitlement for the use of land of approximately 1 hectare and suitable for temporary occupation;

New Zealand Defence Force Site Protocol means the protocol to be issued by the appropriate Minister under *clause 4.4*;

Party means a party to this Heads of Agreement;

Rangitaane o Manawatu means all the individuals who:

(a) Trace their natural descent through Tanenuiarangi, the grandson of Whatonga; and

(b) Can affiliate by whakapapa to any Rangitaane o Manawatu Hapu;

Rangitaane o Manawatu's Area of Interest means the area identified in the map attached as Attachment 1 as the area which Rangitaane o Manawatu identify as its area of interest;

Rangitaane o Manawatu Claimant means any of the following:

(a) Rangitaane o Manawatu Governance Entity;

(b) Rangitaane o Manawatu;

(c) One or more individuals, whanau, or hapu of Rangitaane o Manawatu; and

(d) Any person acting on behalf of any one or more of the groups or entities referred to in paragraphs (a) to (c) above, including the Mandated Representatives; and

(e) Any person acting on behalf of any one or more persons who comprise any part of, are beneficiaries of, or are members of any one or more of the groups or entities referred to in paragraphs (a) to (c) above;

Rangitaane o Manawatu Governance Entity means an entity to be established in accordance with *clause 8.1.5*;

Rangitaane o Manawatu Hapu means any hapu of Rangitaane o Manawatu including Ngati Hineaute, Ngati Mairehau, Te Rangitepaia, Te Rangiaranaki, and Ngati Tauira;

Rangitaane o Manawatu Historical Claims has the meaning set out in *clause 1.2*;

Redress Amount means the amount referred to in *clause 5.1*;

RFR Area means the area identified in the map attached as Attachment 2 over which the Crown is to offer an RFR to Rangitaane o Manawatu, with the exception of the properties specified in Tables A, B and C of Part 1 of the Commercial Redress Schedule;

Settlement means the settlement to be effected under the Deed of Settlement;

Settlement Amount means the amount referred to in *clause 5.7*;

Settlement Assets means:

(a) Land proposed to be vested in Rangitaane o Manawatu as set out in Part 5 of the Cultural Redress Schedule;

(b) Any properties in Parts 1, 2 and 3 of the Commercial Redress Schedule, as agreed between Rangitaane o Manawatu and the Crown to be vested in Rangitaane o Manawatu on the Settlement Date; and

(c) The Settlement Amount as defined in *clause 5.7*, to be paid by the Crown to Rangitaane o Manawatu Governance Entity on the Settlement Date;

Settlement Date means the date to be specified as a number of days after the Deed of Settlement becomes unconditional;

Settlement Interest has the meaning set out in *clause 11.1.1*;

Settlement Legislation means the bill to give effect to the Settlement and, when the bill has become law, means, if the context requires, the Act resulting from the passing of such bill;

Settlement Redress means the settlement redress described in *clause 2.2.1;*

Statutory Acknowledgement means an acknowledgement made by the Crown in the Deed of Settlement and the Settlement Legislation in accordance with *clause 4.9*;

Terms of Negotiation means the Terms of Negotiation dated 27 July 1998;

Valuation Date means the date being 30 Business Days before the date anticipated by Rangitaane o Manawatu and the Crown to be the Deed Date.

1.2 MEANING OF RANGITAANE O MANAWATU HISTORICAL CLAIMS

In this Heads of Agreement, *Rangitaane o Manawatu Historical Claims* means all claims made at any time whether before or after this Heads of Agreement (and whether or not the claims have been researched, registered or notified) by any Rangitaane o Manawatu Claimant and:

(a) Founded on rights arising in or by the Treaty of Waitangi, the principles of the Treaty of Waitangi, statute, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and

(b) Arising out of or relating to acts or omissions before 21 September 1992:

(i) by or on behalf of the Crown; or

(ii) by or under legislation;

but does not include Waitangi Tribunal claim Wai 543 as at the date of this Heads of Agreement.

1.3 INTERPRETATION

In the interpretation of this Heads of Agreement, unless the context otherwise requires:

1.3.1 Headings appear as a matter of convenience and are not to affect the interpretation of this Heads of Agreement;

1.3.2 Words or phrases (other than proper names) appearing in this Heads of Agreement with capitalised initial letters are defined terms and bear the meanings given to them in this Heads of Agreement;

1.3.3 Where a word or expression is defined in this Heads of Agreement, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

1.3.4 The singular includes the plural and vice versa, and words importing one gender include the other genders;

1.3.5 References to the Background, Recitals, Sections, clauses and Schedules are to the Background, Recitals, Sections and clauses of, and Schedules to, this Heads of Agreement. A Recital is a paragraph in the Background to this Heads of Agreement;

1.3.6 References within a Schedule to a paragraph or an Appendix means the paragraph in, or the Appendix to, that Schedule;

1.3.7 A reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;

1.3.8 A reference to a party to this Heads of Agreement or any other document or agreement includes that party's successors;

1.3.9 A reference to any document or agreement, including this Heads of Agreement, includes a reference to that document or agreement as amended, novated or replaced from time to time;

1.3.10 References to monetary amounts are to New Zealand currency;

1.3.11 References to written or in writing include all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;

1.3.12 A reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

1.3.13 References in this Heads of Agreement to the Crown or a Crown body endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result and, in particular, do not oblige the Crown or the Government of New Zealand to promote any legislation, except as so far as the Deed of Settlement anticipates Settlement Legislation;

1.3.14 Where a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect the interpretation of the clause;

1.3.15 In the event of a conflict between the terms of the main body of the Heads of Agreement and the Schedules, then the terms of the main body of the Heads of Agreement shall prevail;

1.3.16 A reference to any document being in the form specified in a Schedule includes that document with such amendments as may be agreed in writing between Rangitaane o Manawatu and the Crown;

1.3.17 A reference to a date on which something must be done includes any other date which may be agreed in writing between Rangitaane o Manawatu and the Crown;

1.3.18 Consistent with the intention of *clauses 5.8* and *8.1.6*, references in certain provisions of this Heads of Agreement to Rangitaane o Manawatu are to be construed as references to the Rangitaane o Manawatu Governance Entity and the provisions of the Deed of Settlement giving effect to those provisions will refer to the Rangitaane o Manawatu Governance Entity.

SECTION 2: CROWN'S SETTLEMENT PROPOSAL AND PROPOSED SETTLEMENT PROCESS

2.1 DESIRE TO SETTLE THE RANGITAANE O MANAWATU HISTORICAL CLAIMS

Rangitaane o Manawatu and the Crown wish to settle the Rangitaane o Manawatu Historical Claims.

2.2 NATURE OF CROWN'S SETTLEMENT PROPOSAL

2.2.1 The Crown proposes to settle the Rangitaane o Manawatu Historical Claims by providing in a Deed of Settlement for the following Settlement Redress:

(a) An apology to Rangitaane o Manawatu; and

(b) Cultural redress to Rangitaane o Manawatu; and

(c) Financial and commercial redress to Rangitaane o Manawatu.

2.2.2 Sections 3, 4, 5 and 8 respectively of this Heads of Agreement set out the scope and nature, in principle, of:

(a) The apology;

(b) The cultural redress;

(c) The financial and commercial redress; and

(d) The conditions for that Settlement Redress,

that the Crown proposes to include in a Deed of Settlement with Rangitaane o Manawatu (*the "Crown's Settlement Proposal"*).

2.3 CONDITIONS

The Crown's Settlement Proposal, and the Deed of Settlement, will be subject to the conditions, the scope and nature of which are set out in *Section 8*.

2.4 PROPOSED SETTLEMENT PROCESS

The Crown proposes that, after the signing of this Heads of Agreement, Rangitaane o Manawatu and the Crown work together in good faith to develop, as soon as reasonably practicable a Deed of Settlement that:

(a) Incorporates the Crown's Settlement Proposal (including all matters of detail and implementation); and

(b) Will, with effect from the Settlement Date, enable Rangitaane o Manawatu and the Crown to settle the Rangitaane o Manawatu Historical Claims.

SECTION 3: PROPOSED APOLOGY

3.1 NATURE OF APOLOGY

The Crown proposes that a Deed of Settlement and Settlement Legislation will provide for an apology to Rangitaane o Manawatu that incorporates:

(a) A recital based on the historical account in *clause 3.2*; and

(b) Acknowledgements by the Crown of breaches of the Treaty of Waitangi and its principles; and

(c) An apology by the Crown, in a form to be agreed by the Parties.

3.2 HISTORICAL ACCOUNT

The Crown proposes that the apology to Rangitaane o Manawatu be based on the following historical account:

3.2.1 Rangitaane o Manawatu

(a) According to Rangitaane o Manawatu, prior to Crown purchasing in the Manawatu, Rangitaane o Manawatu were a self sufficient and economically prosperous iwi based around the rivers and in particular the Manawatu, Oroua, and Pohangina Rivers.

(b) Rangitaane o Manawatu claim to have been prejudicially affected by the actions of the Crown in regard to the Te Awahou Purchase in 1858, the Te Ahuaturanga Purchase in 1864, the Manawatu and Oroua Rivers, the Rangitikei-Manawatu Purchase in 1866 and the protection of their sites and way of life within their rohe. Rangitaane o Manawatu claim that the Crown failed to investigate the rightful sellers of the Te Awahou block who were Rangitaane o Manawatu and, with the Te Ahuaturanga and Rangitikei Manawatu Purchases, wrongly excluded these lands from the jurisdiction of the Native Land Court to investigate interests and award title to land. Rangitaane o Manawatu claim that the Crown were wrong in awarding a Maori Reserve in parts of the Papaioea Clearing to another iwi and that the enactment of the Native Land Purchase Ordinance 1846 was wrong as it rendered illegal the leasing of the lands in the Rangitikei-Manawatu Block by Rangitaane o Manawatu who sought to participate in the new settler economy and forced them to sell this block to the Crown. Rangitaane o Manawatu claim that not all the reserves promised as a condition of sale in respect of the Te Ahuaturanga and Rangitikei-Manawatu Purchases were set aside and those that were finally awarded, were insufficient and inadequate for the present and future needs of Rangitaane o Manawatu. Rangitaane o

Manawatu also claim that the actions of the Crown led to them receiving inadequate payment, in particular for the Rangitikei-Manawatu Block.

(c) Rangitaane o Manawatu claim that as a result of the actions of the Crown described above Rangitaane o Manawatu have been prejudicially affected. Particularly in relation to the loss of te tino rangatiratanga and mana over their lands, rivers, lakes, forests, fisheries, estates and other taonga; the loss of economic independence and prosperity. These Crown actions have contributed to the damage and destruction of the social structure and organisation of the whanau, hapu and iwi of Rangitaane o Manawatu and the traditional system of ownership (customary title) and possession of land and resources.

(d) Rangitaane o Manawatu also claim loss of the mana of their leaders through their loss of control of Rangitaane o Manawatu land, loss of authority and denial of te tino rangatiratanga and as a consequence the breakdown of the Rangitaane o Manawatu leadership system; loss of political influence; a feeling of shame and spiritual deprivation; the dispossession of substantially all of their economic, spiritual and cultural base; the forced dislocation of Rangitaane o Manawatu from their ancestral land, kainga, resources and waahi tapu; and the introduction of disease.

3.2.2 **Te Awahou Block**

(a) Crown Purchases commenced in Manawatu in 1858 when Isaac Featherston on behalf of the Wellington Provincial Council purchased Te Awahou consisting of 30,000 acres. Te Awahou was located on the north bank of the lower Manawatu River. The interests of Rangitaane o Manawatu were not recognised at the time of the purchase. In 1868, the Native Land Court awarded a 76 acre block at Iwitekai, inside the block, to Rangitaane o Manawatu.

3.2.3 **Exclusion of Remaining Manawatu Lands from Native Lands Act**

(a) Beginning in 1862, Parliament passed a series of laws relating to Maori land. These laws established the Native Land Court to hear claims to land based on customary tenure and replace that tenure with awards of freehold title to the owners of the land. The Crown by legislation exempted a defined area of the Manawatu from the operation of the 1862 and 1865 Acts. The area included Te Ahuaturanga and the Rangitikei-Manawatu Blocks. With these exemptions of lands from the Acts, Rangitaane o Manawatu could only dispose of its lands to the Crown.

3.2.4 **Te Ahuaturanga Purchase**

(a) In 1858 a Rangitaane Chief, Te Hirawanu Kaimokopuna agreed to sell an area comprising 250,000 acres to Donald McLean, Land Purchase

Commissioner. The area extended from just north of present day Tokomaru up to the headwaters of the Oroua River, bounded to the east by the Tararua and Ruahine Ranges and to the west by the Oroua River down to just above Feilding, then cutting a line just west of the Taonui Stream and across the Manawatu River.

(b) Te Hirawanu's main conditions of sale were that the block be sold by the acre and a survey be conducted prior to sale. The Crown resisted a survey and sought to negotiate on a lump sum basis. At Raukawa Pa on 28 October 1858 William Searancke offered Rangitaane o Manawatu £5000 for the block. Negotiations for the sale broke down in November 1858.

(c) In 1862 Featherston authorised Walter Buller, Resident Magistrate for the Manawatu to conclude the purchase. The Deed of Sale for Te Ahuaturanga was signed at Raukawa Pa on 23 July 1864 and transferred 250,000 acres, for the sum of £12,000 which was paid to Rangitaane o Manawatu.

(d) The Deed for the block made mention of the reserves but did not define them. Originally in 1858 the Crown had recommended 5000 acres be set aside as reserves. However, Rangitaane o Manawatu received only 2570 acres in reserves. These consisted of the Wairarapa Reserve an area of 200 acres located on the west bank of the Pohangina River; Te Wi, 650 acres located on the west bank of the Manawatu River opposite Raukawa Pa; Hokowhitu, 890 acres located on the west bank of the Manawatu River between the river and the northern end of Papaioea clearing; and Te Kairanga consisting of 830 acres located on the east bank of the Manawatu River.

(e) The reserves allocated caused discontentment for Rangitaane o Manawatu for many years, as they excluded waahi tapu such as Raukawa Pa, Awapuni Lagoon and kainga, Te Moutoa Poutoa, Maraetarata and Tiakitahuna. Over ensuing years Rangitaane o Manawatu sought, unsuccessfully, to have other areas set aside as reserves.

(f) In November 1866 the Wellington Provincial Council put the first sections of Te Ahuaturanga on sale at a price of £1 per acre. Rangitaane o Manawatu participated in the purchasing to ensure the re-acquisition of their kainga. This included land at Awapuni, Karere containing Tiakitahuna kainga and small plots in Palmerston North. Rangitaane o Manawatu repurchased some waahi tapu whilst others such as Raukawa Pa were sold to settlers.

3.2.5 **Papaioea Clearing**

(a) Within Te Ahuaturanga was located the clearing of Papaioea which later became Palmerston North City. It had been the pa site of the Rangitaane Chief Rakaumaui and was a significant site for Rangitaane o Manawatu.

(b) In August 1865 Rangitaane o Manawatu Chiefs Kerei Te Panau and Huru Te Hiaro proposed Papaioea be made a Rangitaane o Manawatu reserve to ensure the land at Hokowhitu could be adjoined to Papaioea. They proposed swapping the reserve at Te Wi for the reserve of Papaioea. The Crown did not act on the proposal. In 1867 this area was set aside for another iwi as part of a land swap by the Crown with their land from outside the Manawatu. There was no consultation with Rangitaane o Manawatu as tangata whenua.

3.2.6 **Rangitikei-Manawatu Purchase**

(a) Areas within the Rangitikei-Manawatu block had been leased by Rangitaane o Manawatu and other iwi to early settlers. Between the Rangitikei and Manawatu Rivers some 70,000 acres was being leased. In 1846 the Native Land Purchase Ordinance was passed which made leasing illegal.

(b) In 1863 a dispute arose amongst these iwi as to how the rental proceeds were to be distributed. When the dispute escalated to possible armed conflict the Crown intervened.

(c) A hui was held at Parewanui where the Crown offered to refer the dispute to the Governor or to resolve the matter through arbitration. The rent money was impounded. Superintendent Featherston proposed the land be sold and the payment divided between those with an interest in the land. Rangitaane o Manawatu still sought arbitration and opposed the sale.

(d) Negotiations for the acquisition of the Rangitikei-Manawatu block commenced at Wharangi in 1864 at which Hoani Meihana Te Rangiotu was present. Rangitaane Chiefs, Te Peeti Te Awe Awe and Kerei Te Panau, eventually agreed to the sale on behalf of Rangitaane o Manawatu at Te Takapau in April 1866. The price for the block was set at £25,000.

(e) The Deed of Sale for the 241,000-acre block was signed at Parewanui on 13 December 1866. The boundaries when surveyed in 1873 ran from Te Awahou and the coast north east up the Rangitikei and Oroua Rivers to an east west line running just south of Kimbolton. No provision of reserves were made at that stage.

(f) Rangitaane o Manawatu received £600 from the sale of the block, not the £5000 they were expecting. Te Hirawanu Kaimokopuna, Wiremu Waka Te Rangi, Tutere Tiweta and Warena Mahuri had sought Rangitaane o Manawatu share be paid directly to Te Peeti Te Awe Awe at Parawanui. It was not and Hoani Meihana Te Rangiotu, Wiremu Waka Te Rangi, Te Peeti Te Awe Awe and Kerei Te Panau sought to secure what they considered the full share of Rangitaane o Manawatu purchase money. The impounded rent money, which by this time was £4,699, was distributed in 1869. Rangitaane o Manawatu received £525, £300 of which represented compensation from Featherston for insufficient payment for the Rangitikei-Manawatu purchase.

(g) In 1867 Featherston awarded Rangitaane o Manawatu 1,066 acres at Puketotara, even though Rangitaane o Manawatu had sought reserves of 3,000.

(h) Rangitaane o Manawatu continued to protest their failure to receive the full payment they had expected for their land. They demanded 10,000 acres in lieu of monies they had sought in the Rangitikei-Manawatu Purchase. McLean in Featherston's absence concluded the matter for the Crown by awarding further reserves. These included a further 1,100 acres at Puketotara, 100 acres on the west bank of the confluence of the Oroua and Manawatu Rivers, 500 acres to Hare Rakena Te Awe Awe, as a non seller, and three small sections to individuals along the west bank of the Oroua River totalling 56.5 acres.

3.2.7 Continued Protest and Social Impact

(a) Rangitaane o Manawatu continued to protest, without result, to the Crown for what, in their view, was the insufficient purchase money and reserves received in the Rangitikei-Manawatu block.

(b) European settlers began arriving in the Manawatu from 1871 onwards. Large virgin forests and swamps such as Taonui, Makurerua and Moutoa, which once provided a rich resource to Rangitaane o Manawatu, became fertile farmland and towns. The arrival of these settlers and the development of rural and urban areas in the Manawatu brought many changes to Rangitaane o Manawatu and their rohe.

(c) Successive generations of Rangitaane o Manawatu continued to present their grievances to successive governments over the years. Rangitaane o Manawatu also continued to contribute to the cultural and economic development of Palmerston North and the Manawatu region. The establishment of the Waitangi Tribunal provided an opportunity for

Rangitaane o Manawatu to formally register these grievances against the Crown.

SECTION 4: PROPOSED CULTURAL REDRESS

4.1 DEPARTMENT OF CONSERVATION PROTOCOL

4.1.1 Department of Conservation Protocol to be issued

The Crown proposes that, in order to foster a good working relationship between Rangitaane o Manawatu and the Department of Conservation, the Deed of Settlement will provide for, and the Settlement Legislation will enable, the Minister of Conservation to issue on the Settlement Date a Department of Conservation Protocol to Rangitaane o Manawatu:

(a) Relating to the Department of Conservation Protocol Subjects that *clause 4.1.2* requires be included in that Protocol;

(b) That sets out how the Department of Conservation will interact with Rangitaane o Manawatu in relation to the Department of Conservation Protocol Subjects, in a way that will enable Rangitaane o Manawatu to provide input into the processes undertaken by the Department, including the Department of Conservation's business planning processes in relation to the Department of Conservation Protocol Subjects;

(c) That (together with a summary of the Protocol's terms of issue) must be noted (for the purpose of public notice only) in conservation management strategies and conservation management plans affecting Rangitaane o Manawatu's Area of Interest; and

(d) That is in accordance with Part 1 of the Cultural Redress Schedule.

4.1.2 Department of Conservation Protocol Subjects

The Department of Conservation Protocol will specify how the Department of Conservation will interact with Rangitaane o Manawatu in relation to the following matters within Rangitaane o Manawatu's Area of Interest:

(a) Access to, or the use of, cultural materials which:

(i) Are derived from plants, plant materials, animals or birds for which the Department of Conservation is responsible; and

(ii) Are of importance to Rangitaane o Manawatu in maintaining its culture;

(b) The management of historic resources (including wahi tapu and wahi taonga of, and places of historic significance to, Rangitaane o Manawatu) if, and to

the extent that, the Department of Conservation is responsible for those historic resources;

(c) The management of marine mammals that have been stranded on the Coastal Marine Area;

(d) The Department of Conservation:

(i) Exchanging information with Rangitaane o Manawatu;

(ii) Working with Rangitaane o Manawatu to identify their priorities and issues of mutual concern; and

(iii) Having regard to those priorities and issues of mutual concern in making decisions;

in relation to the Department of Conservation's advocacy under the Resource Management Act 1991;

(e) The performance of the Department of Conservation's functions in relation to freshwater fisheries and, in particular, in relation to the conservation and management of customary freshwater fisheries and freshwater fish habitats;

(f) The provision of information and facilities for visitors on the land the Department of Conservation manages in a way that recognises the importance to Rangitaane o Manawatu of the cultural, spiritual, traditional and historic values of Rangitaane o Manawatu; and

(g) Specific management by the Department of Conservation of any of the indigenous flora and fauna species found within Rangitaane o Manawatu's Area of Interest.

4.2 MINISTRY OF FISHERIES PROTOCOL

4.2.1 Ministry of Fisheries Protocol to be issued

The Crown proposes that, in order to foster a good working relationship between Rangitaane o Manawatu and the Ministry of Fisheries, the Deed of Settlement will provide for, and the Settlement Legislation will enable, the Minister of Food, Fibre, Biosecurity and Border Control to issue on the Settlement Date a Ministry of Fisheries Protocol to Rangitaane o Manawatu:

(a) Relating to the various Ministry of Fisheries Protocol Subjects that *clause 4.2.2* requires be included in that Protocol;

(b) That sets out how the Ministry of Fisheries will interact with Rangitaane o Manawatu in relation to the Ministry of Fisheries Protocol Subjects in a way that will enable Rangitaane o Manawatu to provide input into the processes of the Ministry; and

(c) That is in accordance with Part 1 of the Cultural Redress Schedule.

4.2.2 **Ministry of Fisheries Protocol Subjects**

The Ministry of Fisheries Protocol will specify how the Ministry of Fisheries will interact with Rangitaane o Manawatu in relation to the following matters within Rangitaane o Manawatu's Area of Interest and Coastal Area:

(a) The recognition of the customary interests of Rangitaane o Manawatu and its special relationship with all species of fish, aquatic life or seaweed found within Rangitaane o Manawatu's Area of Interest and Coastal Area and managed by the Ministry of Fisheries under the Fisheries Act 1996;

(b) The sustainable utilisation of fisheries in Rangitaane o Manawatu's Area of Interest and Coastal Area;

(c) The performance of the functions of the Ministry of Fisheries in relation to Rangitaane o Manawatu's Area of Interest and Coastal Area including provision for:

(i) Rangitaane o Manawatu to have input into, and participate in:

- the setting of sustainability measures for fisheries;
- the development of regulations affecting fisheries;
- the development of plans affecting fisheries; and
- research planning processes of the Ministry of Fisheries;

(ii) Information and assistance to be supplied to Rangitaane o Manawatu to assist in the management of the customary fisheries of Rangitaane o Manawatu and the implementation of customary fishing regulations;

(iii) Rangitaane o Manawatu to be consulted on the required services of the Ministry of Fisheries, and the cost of recovery of fisheries services;

(iv) Rangitaane o Manawatu to have the opportunity for input into the process if the Ministry of Fisheries is considering contracting services that relate to the customary fisheries of Rangitaane o Manawatu; and

(v) Input and participation by Rangitaane o Manawatu in certain aspects of the employment process if a particular vacancy directly affects the customary fisheries of Rangitaane o Manawatu.

4.3 ANTIQUITIES PROTOCOL

The Crown proposes that the Deed of Settlement will provide for, and the Settlement Legislation will enable, the Crown through the appropriate Minister to issue a protocol to Rangitaane o Manawatu that:

(a) Concerns antiquities in Rangitaane o Manawatu's Area of Interest and Coastal Area that are newly found taonga (as that term is defined under the Antiquities Act 1975); and

(b) Is in accordance with Part 1 of the Cultural Redress Schedule.

4.4 NEW ZEALAND DEFENCE FORCE SITE PROTOCOL

The land upon which the Linton Army Camp is situated is highly significant to Rangitaane o Manawatu. The Crown proposes therefore that the Deed of Settlement will provide for, and the Settlement Legislation will enable, the Crown through the appropriate Minister to issue a protocol to Rangitaane o Manawatu that:

(a) Concerns the land upon which the Linton Army Camp is situated;

(b) Is in accordance with Part 1 of the Cultural Redress Schedule; and

(c) Recognises Rangitaane o Manawatu's cultural, spiritual and traditional relationship with the land on which Linton Army Camp is situated.

4.5 DEPARTMENT OF CORRECTIONS SITE PROTOCOL

The land upon which the Manawatu Prison is situated is highly significant to Rangitaane o Manawatu. The Crown proposes therefore that the Deed of Settlement will provide for, and the Settlement Legislation will enable, the Crown through the appropriate Minister to issue a protocol to Rangitaane o Manawatu that:

(a) Concerns the land upon which the Manawatu Prison is situated;

(b) Is in accordance with Part 1 of the Cultural Redress Schedule; and

(c) Recognises Rangitaane o Manawatu's cultural, spiritual and traditional relationship with the land on which Manawatu Prison is situated.

4.6 PALMERSTON NORTH CITY COUNCIL

On 11 November 1999, the Palmerston North City Council resolved that it is willing to discuss with the Crown options for recognising Rangitaane o Manawatu's interests in relation to the following reserves:

(a) Te Moutoa Poutoa (Anzac Park);

(b) Rakaumaui (The Square);

(c) Kikiwhenua (Rangitane Park);

(d) Otangaki (Ashhurst Domain);

(e) Hokowhitu Lagoon;

(f) Jickell Street Park; and

(g) Otira Park.

4.7 LAND TO BE VESTED IN RANGITAANE O MANAWATU IN FEE SIMPLE

The Crown proposes that the Deed of Settlement and the Settlement Legislation will provide for:

(a) The cessation of the status of the Awapuni Conservation Area described in Part 5 of the Cultural Redress Schedule as a conservation area under the Conservation Act 1987; and

(b) The vesting in Rangitaane o Manawatu of the fee simple estate of the Awapuni Conservation Area.

4.8 NOHOANGA CAMPING ENTITLEMENTS FOR RANGITAANE O MANAWATU

4.8.1 The Crown proposes that the Deed of Settlement and the Settlement Legislation will provide:

(a) For the granting by the Crown to Rangitaane o Manawatu of:

(i) One Nohoanga Camping Entitlement of approximately 1 hectare within the Takapari Conservation Area described in Part 4 of the Cultural Redress Schedule; and

(ii) One Nohoanga Camping Entitlement of approximately 1 hectare within the Tangimoana Beach Conservation Area described in Part 4 of the Cultural Redress Schedule;

(b) For Nohoanga Camping Entitlements to be:

(i) For renewable terms of 10 years;

(ii) Created only for the purpose of permitting Rangitaane o Manawatu to occupy temporarily land close to a waterway so as to have access to nearby waterways for lawful fishing and gathering of natural resources on a non-commercial basis; and

(iii) For up to 210 days in any calendar year (except for the period from 1 May to 15 August in any calendar year);

to the exclusion of other persons (except for agents of the Crown, and persons permitted by legislation, who are undertaking their normal functions in relation to the land); and

(c) That Nohoanga Camping Entitlements are in accordance with the applicable requirements set out in Part 3 of the Cultural Redress Schedule.

4.8.2 The granting of each Nohoanga Camping Entitlement is subject to a:

(a) Site inspection by the Crown and Rangitaane o Manawatu to identify, and agree upon, a suitable site of approximately 1 hectare; and

(b) Formal survey for gazette purposes.

4.9 STATUTORY ACKNOWLEDGEMENTS IN RELATION TO IDENTIFIED AREAS

With respect to any Identified Area set out in Table A of Part 6 of the Cultural Redress Schedule, the Crown proposes that the Deed of Settlement and the Settlement Legislation will:

(a) Make a Statutory Acknowledgement in respect of each of the Identified Areas;

(b) Include a statement by Rangitaane o Manawatu of the particular cultural, spiritual, historic and/or traditional association of Rangitaane o Manawatu with each of those Identified Areas;

(c) Provide for an acknowledgement by the Crown of that statement of association by Rangitaane o Manawatu;

(d) Enable regulations to be made that require the consent authorities that consider resource consents under the Resource Management Act 1991 to forward, for a period of 20 years from the date falling six months after the Settlement Date, to Rangitaane o Manawatu summaries of applications for resource consents where those applications relate to activities within, adjacent to, or impacting directly on any or all of those Identified Areas;

(e) Require the consent authorities and the Environment Court to have regard to the Statutory Acknowledgements in relation to the Identified Areas in deciding whether Rangitaane o Manawatu should be heard under sections 93, 94 or 274 of the Resource Management Act 1991 (without derogating from their obligations under Part II of that Act);

(f) Require the Historic Places Trust and the Environment Court to have regard to the Statutory Acknowledgements in deciding whether Rangitaane o Manawatu is a person "directly affected" under sections 14 and 20(1) of the Historic Places Trust Act 1983;

(g) Enable Rangitaane o Manawatu, or any member of Rangitaane o Manawatu, to cite the Statutory Acknowledgements as evidence (but not binding as a deemed fact) of the association of Rangitaane o Manawatu with the Identified Areas in submissions to proceedings before a consent authority, the Environment Court or the Historic Places Trust concerning activities within, adjacent to, or impacting directly upon any or all of the Identified Areas;

(h) Provide that Statutory Acknowledgements in relation to the Identified Areas are in accordance with the applicable requirements set out in Part 2 of the Cultural Redress Schedule; and

(i) Provide that local authorities within Rangitaane o Manawatu's Area of Interest will attach to all regional policy statements, district plans and regional plans (including proposed plans and proposed policy statements) from time to time prepared pursuant to the Resource Management Act 1991, information recording the Statutory Acknowledgements affecting the

Identified Areas covered wholly or partly by such policy statements or plans.

4.10 STATUTORY ACKNOWLEDGEMENTS IN RELATION TO RIVERS

The Crown proposes that, where Statutory Acknowledgements are to be given in relation to a river, that river does not include:

(a) Any part of the bed of the river that is not owned or controlled by the Crown;

(b) Any land which the waters of the river do not cover at its fullest flow without overlapping its banks;

(c) Any artificial watercourse; or

(d) Any tributary flowing into the river.

4.11 COASTAL STATUTORY ACKNOWLEDGEMENT

The Crown proposes that the Deed of Settlement and Settlement Legislation will:

(a) Make a Coastal Statutory Acknowledgement in respect of the Coastal Area;

(b) Include a statement by Rangitaane o Manawatu of the particular cultural, spiritual, historic and/or traditional association of Rangitaane o Manawatu with the Coastal Area;

(c) Provide for an acknowledgement by the Crown of that statement of association by Rangitaane o Manawatu;

(d) Enable regulations to be made that require the consent authorities that consider resource consents under the Resource Management Act 1991 to forward, for a period of 20 years from the date falling six months after the Settlement Date, to Rangitaane o Manawatu summaries of applications for resource consents where those applications relate to activities within, adjacent to, or impacting directly on all or some of the Coastal Area;

(e) Require the consent authorities and the Environment Court to have regard to the Coastal Statutory Acknowledgement in relation to the Coastal Area in deciding whether Rangitaane o Manawatu should be heard under sections 93, 94 or 274 of the Resource Management Act 1991 (without derogating from their obligations under Part II of that Act);

(f) Require the Historic Places Trust and the Environment Court to have regard to the Coastal Statutory Acknowledgement in relation to the Coastal Area in deciding whether Rangitaane o Manawatu is a person "directly affected" under sections 14 and 20(1) of the Historic Places Trust Act 1983;

(g) Enable Rangitaane o Manawatu or any member of Rangitaane o Manawatu to cite the Coastal Statutory Acknowledgement as evidence (but not binding as deemed fact) of the association of Rangitaane o Manawatu with the Coastal Area in submissions to proceedings before a consent authority, the Environment Court or the Historic Places Trust concerning activities within, adjacent to, or impacting directly upon the Coastal Area;

(h) Provide that the Coastal Statutory Acknowledgement in relation to the Coastal Area is in accordance with the applicable requirements set out in paragraphs 2.1.1, 2.1.2, 2.1.4 and 2.3 to 2.5 of Part 2 of the Cultural Redress Schedule (as if a Coastal Statutory Acknowledgement was a Statutory Acknowledgement); and

(i) Provide that local authorities within Rangitaane o Manawatu's Area of Interest will attach to all regional policy statements, district plans and regional plans (including proposed plans and proposed policy statements) from time to time prepared pursuant to the Resource Management Act 1991, information recording the Coastal Statutory Acknowledgement affecting the Coastal Area covered wholly or partly by such policy statements or plans.

4.12 DEEDS OF RECOGNITION IN RELATION TO IDENTIFIED AREAS

With respect to any Identified Area set out in Table B of Part 6 of the Cultural Redress Schedule, the Crown proposes that the Deed of Settlement and Settlement Legislation will:

(a) Enable the Crown to enter into a Deed of Recognition that will provide that Rangitaane o Manawatu must be consulted, and that regard must be had to its views, in respect of the association described in the Statutory Acknowledgement to which the Deed relates, concerning the management or administration of that Identified Area by the responsible Minister or the Commissioner of Crown Lands;

(b) Provide that entry into a Deed of Recognition does not require the Crown to:

(i) Undertake any management function;

(ii) Increase its management or administrative functions; or

(iii) Resume any management or administrative function;

(c) Provide that, if there is a change of management or administration of an Identified Area, the Crown will take reasonable steps to facilitate the negotiation of a new or amended Deed of Recognition;

(d) Provide that, if the land to which a Deed of Recognition applies is disposed of by the Crown, the Deed of Recognition will terminate; and

(e) Provide that Deeds of Recognition in relation to the Identified Areas are in accordance with the applicable requirements set out in Part 2 of the Cultural Redress Schedule.

4.13 RANGITAANE O MANAWATU TO FORM ADVISORY COMMITTEES TO MINISTERS

4.13.1 The Crown proposes that the Deed of Settlement will provide that the Minister for Food, Fibre, Biosecurity and Border Control will:

(a) Appoint Rangitaane o Manawatu, as from the Settlement Date, as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995, to provide advice to the Minister on all matters concerning the sustainable utilisation of fish, aquatic life and seaweed, for which the Ministry of Fisheries has statutory responsibility under the Fisheries Act 1983 and the Fisheries Act 1996, within Rangitaane o Manawatu's Area of Interest and Coastal Area; and

(b) Consider the advice of the advisory committee; and

(c) Recognise and provide for the interests of Rangitaane o Manawatu in respect of all matters concerning the sustainable utilisation of fish, aquatic life and seaweed, for which the Ministry of Fisheries has statutory responsibility, within Rangitaane o Manawatu's Area of Interest and Coastal Area, consistent with the provisions of the Fisheries Act 1983 and the Fisheries Act 1996.

4.13.2 The Crown proposes that the Deed of Settlement will provide that the Minister of Conservation will:

(a) Appoint Rangitaane o Manawatu, as from the Settlement Date, as an advisory committee under section 56 of the Conservation Act 1987, to provide advice to the Minister of Conservation by the Department of Conservation of the indigenous freshwater fish species for which the

Department of Conservation has statutory responsibility found within Rangitaane o Manawatu's Area of Interest; and

(b) Consult with and have regard to the advice of the advisory committee referred to in *clause 4.13.2(a)* on all matters concerning the management and conservation by the Department of Conservation of the indigenous freshwater fish species for which the Department of Conservation has statutory responsibility (without limiting the Minister's obligations under section 4 of the Conservation Act 1987).

4.14 INDIGENOUS FISH, FLORA AND FAUNA

The Crown proposes that the Deed of Settlement and the Settlement Legislation will provide:

(a) An acknowledgement by the Crown of the cultural, spiritual, historic and/or traditional association of Rangitaane o Manawatu with the indigenous fish, flora, and fauna species, for which the Department of Conservation has statutory responsibility, found within Rangitaane o Manawatu's Area of Interest;

(b) For the obligations upon the Crown arising out of that acknowledgement to be included in the Department of Conservation Protocol referred to in *clause 4.1*; and

(c) An acknowledgement by the Crown that is in accordance with the requirements of Part 8 of the Cultural Redress Schedule.

4.15 EEL FISHERIES

The Crown proposes that the Deed of Settlement will provide for:

(a) Discussion between officials of the Ministry of Fisheries and Rangitaane o Manawatu concerning:

(i) The maximum quantity of undersized tuna (eel) that is likely to be permitted to be taken under section 63 of the Fisheries Act 1983 (*the "Permitted Catch"*) from each of not more than 3 sites within that part of Rangitaane o Manawatu's Area of Interest and Coastal Area specified by Rangitaane o Manawatu to the Ministry of Fisheries in writing; and

(ii) The likely conditions of any Permitted Catch under section 63 of the Fisheries Act 1983 in relation to each of those specified sites,

including the likely conditions in relation to the relocation of any of that Permitted Catch in:

(aa) Waterways in Rangitaane o Manawatu's Area of Interest and Coastal Area; and

(bb) Aquacultural farms;

(b) The Ministry of Fisheries to consider, in accordance with the relevant legislation and operational processes, any application from Rangitaane o Manawatu for a special permit to take undersized tuna (elvers or glass eels) from waterways within Rangitaane o Manawatu's Area of Interest and Coastal Area as part of any enhancement or aquaculture project;

(c) Tuna (eel) to be defined as:

(i) *Anguilla dieffenbachii* (longfinned eel);

(ii) *Anguilla australis* (shortfinned eel); and

(iii) *Anguilla rheinhartii*; and

(d) Undersized tuna (eel) to be defined as tuna (eel) with a weight of less than 200g.

4.16 RELATIONSHIP BETWEEN RANGITAANE O MANAWATU AND OTHER ORGANISATIONS

The Crown proposes that the Deed of Settlement will require that:

(a) The Minister in Charge of Treaty of Waitangi Negotiations write to the Manawatu-Wanganui Regional Council encouraging the Council to enter into a memorandum of understanding (or a similar document) with Rangitaane o Manawatu in relation to the interaction between the Manawatu-Wanganui Regional Council and Rangitaane o Manawatu;

(b) The Minister in Charge of Treaty of Waitangi Negotiations write to Massey University encouraging the University to enter into a memorandum of understanding (or similar document) with Rangitaane o Manawatu that recognises Rangitaane o Manawatu's associations to specific historical Rangitaane o Manawatu sites on Massey University land; and

(c) The Minister of Conservation write to the Taranaki/Wanganui Conservation Board encouraging that Board to enter into a memorandum of understanding

(or a similar document) with Rangitaane o Manawatu concerning information exchange between the Board and Rangitaane o Manawatu.

4.17 MONITORING BY MINISTRY FOR THE ENVIRONMENT

The Crown proposes that the Crown will agree in the Deed of Settlement to:

(a) Provide an opportunity for Rangitaane o Manawatu to express its views to the Ministry for the Environment on how the Treaty of Waitangi provisions, and other relevant provisions, of the Resource Management Act 1991 are being addressed in Rangitaane o Manawatu's Area of Interest; and

(b) The Ministry for the Environment monitoring (in accordance with the functions of that Ministry under section 24 of the Resource Management Act 1991) the performance of local government in implementing the Treaty of Waitangi provisions, and other relevant provisions, of the Resource Management Act 1991 in Rangitaane o Manawatu's Area of Interest.

4.18 PLACE NAMES

4.18.1 The Deed of Settlement and Settlement Legislation will provide for the appropriate amendment of the place names provided in Part 7 of the Cultural Redress Schedule from the existing place name shown in the left column to the amended place name shown in the right column.

4.18.2 The Deed of Settlement will include provision for the progressive amending of the place names and official signs and publications as those signs and publications become due in the ordinary course for replacement and reprinting.

4.19 NEW ZEALAND GEOGRAPHIC BOARD

The Crown proposes that the Deed of Settlement and the Settlement Legislation will provide (unless earlier legislation has already provided for the following) that:

(a) The Crown will appoint the Chief Executive Officer of Te Puni Kokiri (the "Chief Executive") as a member of the New Zealand Geographic Board ("NZGB") from the Settlement Date;

(b) The Chief Executive will be responsible for seeking the advice of Rangitaane o Manawatu about the place name proposals which affect places within Rangitaane o Manawatu's Area of Interest prior to the initial consideration of those proposals by the NZGB;

(c) The Secretary of the NZGB will give Rangitaane o Manawatu at least 4 weeks' prior written notice of the advertising of an intention to assign a place name to a place within Rangitaane o Manawatu's Area of Interest;

(d) Rangitaane o Manawatu may comment further on, and object to, any notice of intention to assign a place name to a place within Rangitaane o Manawatu's Area of Interest during the period of 3 months after the public notice is given by the NZGB; and

(e) At all stages the NZGB will give full consideration to any advice or objections received from Rangitaane o Manawatu.

4.20 BODY TO RECEIVE CULTURAL REDRESS

The Crown proposes that, unless expressly agreed otherwise by Rangitaane o Manawatu and the Crown, all of the cultural redress under this *Section 4* will be provided to the Rangitaane o Manawatu Governance Entity referred to in *clause 8.1.5*.

SECTION 5: PROPOSED FINANCIAL AND COMMERCIAL REDRESS

5.1 REDRESS AMOUNT

The Crown proposes that the Redress Amount is $8,500,000, being the sum of:

(a) The amount of $653,946.23 advanced by the Crown to Rangitaane o Manawatu, or the Mandated Representatives of Rangitaane o Manawatu, on 19 July 1999 as an advance on the Redress Amount; and

(b) Any other amount or amounts advanced by the Crown to Rangitaane o Manawatu, or the Mandated Representatives of Rangitaane o Manawatu, as part of the Redress Amount; and

(c) The transfer value of each of the Land Bank Properties, Leaseback Properties or Crown Forestry Property determined under *clause 5.5*; and

(d) The Settlement Amount.

5.2 LAND BANK PROPERTIES

The Crown is proposing to transfer on the Settlement Date title to any or all of the Land Bank Properties that Rangitaane o Manawatu notifies the Crown in writing:

(a) As soon as reasonably practicable after this Heads of Agreement is signed, that they wish to be valued in accordance with Part 4 of the Commercial Redress Schedule; and

(b) Once valued, that they wish the Crown to transfer to Rangitaane o Manawatu on the Settlement Date.

5.3 POTENTIAL LEASEBACK PROPERTIES

5.3.1 The Crown will discuss with the Mandated Representatives of Rangitaane o Manawatu in good faith, as soon as reasonably practicable after this Heads of Agreement is signed:

(a) Transferring title to Rangitaane o Manawatu on the Settlement Date;

(b) The possible leasing back from Rangitaane o Manawatu from the Settlement Date; and

(c) The terms and conditions of any leases (which in the case of leases of education land will be ground leases only);

of some or all of the Leaseback Properties.

5.3.2 If the Parties agree on the Leaseback Properties and the terms and conditions of the leases, the Mandated Representatives of Rangitaane o Manawatu will notify the Crown in writing which of those agreed Leaseback Properties:

(a) They wish to be valued in accordance with Part 4 of the Commercial Redress Schedule; and

(b) Once valued, that they wish the Crown to transfer to Rangitaane o Manawatu on, and to lease back from Rangitaane o Manawatu on lease terms agreed under *clause 5.3.1(c)* from, the Settlement Date.

5.4 CROWN FORESTRY PROPERTY

The Crown is proposing to transfer on the Settlement Date title to all or part of the Crown Forestry Property if Rangitaane o Manawatu notifies the Crown in writing:

(a) As soon as reasonably practicable after this Heads of Agreement is signed that they wish the property to be valued in accordance with Part 4 of the Commercial Redress Schedule; and

(b) Once valued, that they wish the Crown to transfer the property to Rangitaane o Manawatu, subject to the forestry licences granted in respect of the property, on the Settlement Date.

5.5 TRANSFER VALUE FOR, AND OTHER TERMS OF TRANSFER OF, LAND BANK, LEASEBACK AND CROWN FORESTRY PROPERTIES

5.5.1 Transfer Value

The transfer value for all Land Bank Properties, Leaseback Properties and Crown Forestry Property to be transferred by the Crown to Rangitaane o Manawatu on the Settlement Date:

(a) Is to be determined by the valuation process set out in Part 4 of the Commercial Redress Schedule; and

(b) Will be taken into account for the purposes of the Redress Amount in *clause 5.1*.

5.5.2 Valuation Date

The Land Bank Properties, Leaseback Properties and Crown Forestry Property selected by the Mandated Representatives of Rangitaane o Manawatu will be valued as at the Valuation Date.

5.5.3 Terms of Transfer

All transfers of Land Bank Properties, Leaseback Properties and Crown Forestry Property by the Crown to Rangitaane o Manawatu on the Settlement Date will:

(a) Be subject to:

(i) All encumbrances and interests affecting the relevant property which:

(aa) Are as at the Valuation Date registered against the relevant certificate of title; or

(bb) The Crown advises to Rangitaane o Manawatu will be registered against the relevant certificate of title before the Settlement Date (except any encumbrances that secure indebtedness of the Crown); and

(ii) All unregistered encumbrances and interests notified to Rangitaane o Manawatu (except any encumbrances securing indebtedness of the Crown);

(b) Be on the basis of all outgoings and incomings (except for insurance premiums) being apportioned on the Settlement Date; and

(c) Be otherwise on the terms and conditions agreed between Rangitaane o Manawatu and the Crown.

5.5.4 Settlement Legislation

The transfer of the Crown Forestry Property will be deemed, by the Settlement Legislation, to have been made pursuant to a binding recommendation by the Waitangi Tribunal to return the property (being licensed land) to Maori. By way of explanation, the consequences of such deemed final recommendation include:

(a) No compensation shall be paid by the Crown to Rangitaane o Manawatu pursuant to section 36(1)(b) of the Crown Forest Assets Act 1989;

(b) The Crown shall issue notices to the licensee of any relevant forestry licence over the land pursuant to section 17(4) of the Crown Forests Assets Act 1989;

(c) Rangitaane o Manawatu shall be entitled to receive payment of:

(i) The crown forestry licence fees in relation to the Crown Forestry Property held by the Crown Forestry Rental Trust as at the final transfer date in accordance with the provisions in the Trust Deed dated 30 April 1990 establishing that Trust; and

(ii) Any crown forestry licence fees in relation to the Crown Forestry Property held by the Crown as at the final transfer date that have not been paid by the Crown to that Trust; and

(d) Rangitaane o Manawatu shall become the licensor of the relevant crown forestry licence and shall be entitled to receive the licence fees directly from the licensee of any relevant crown forestry licence for the remaining term of the relevant crown forestry licence.

5.6 RIGHT OF FIRST REFUSAL

5.6.1 RFR in RFR Area

The Crown proposes that it will, in the Deed of Settlement, agree to give Rangitaane o Manawatu a right of first refusal when the Deed of Settlement becomes unconditional over certain property in the RFR Area on the terms and conditions set out in Part 5 of the Commercial Redress Schedule.

5.6.2 Property in Rangitaane o Manawatu's Area of Interest

In certain circumstances, the Crown may also include property which becomes surplus in Rangitaane o Manawatu's Area of Interest (but is not in the RFR Area) as if it were subject to the right of first refusal.

5.7 SETTLEMENT AMOUNT

5.7.1 The Settlement Amount equals the Redress Amount less:

(a) The amounts referred to in *clauses 5.1(a)* and *5.1(b);* and

(b) The transfer value of each of the Land Bank Properties, Leaseback Properties and Crown Forestry Property determined under *clause 5.5.*

5.7.2 The Crown proposes to pay the Settlement Amount to Rangitaane o Manawatu on the Settlement Date.

5.8 BODY TO RECEIVE FINANCIAL AND COMMERCIAL REDRESS

The Crown proposes, unless expressly agreed otherwise by Rangitaane o Manawatu and the Crown, that the Settlement Amount and all of the other redress under this *Section 5* (other than any amount advanced under *clauses 5.1(a)* or *5.1(b)*) will be provided to the Rangitaane o Manawatu Governance Entity referred to in *clause 8.1.5.*

SECTION 6: ACCEPTANCE OF THE CROWN'S SETTLEMENT PROPOSAL

6.1 GENERAL ACKNOWLEDGEMENTS

The Mandated Representatives of Rangitaane o Manawatu acknowledge that:

6.1.1 The Crown's Settlement Proposal (including the conditions in *Section 8*) is, in principle, acceptable;

6.1.2 A Deed of Settlement and the Settlement Legislation giving effect to the Crown's Settlement Proposal will, with effect from the Settlement Date;

(a) Settle all Rangitaane o Manawatu Historical Claims; and

(b) In the case of the Deed of Settlement, contain agreement that, and in the case of the Settlement Legislation, a provision to the effect that, the Crown will be released and discharged in respect of Rangitaane o Manawatu Historical Claims;

6.1.3 The Deed of Settlement giving effect to the Crown's Settlement Proposal will include acknowledgements from Rangitaane o Manawatu, in particular, that:

(a) The Crown has acted honorably and reasonably in relation to the Settlement; and

(b) The Settlement is final; and

(c) The rights and obligations on the part of Rangitaane o Manawatu in the Deed of Settlement are for the benefit of, and binding upon, Rangitaane o Manawatu and are not for the benefit of any individual, particular whanau, particular marae or particular hapu (except to the extent that, after the Settlement Date, the Rangitaane o Manawatu Governance Entity determines in accordance with its governance procedures);

6.1.4 The Settlement Legislation giving effect to the Crown's Settlement Proposal will:

(a) Declare that, without limiting the acknowledgments expressed in, or any provisions of, the Deed of Settlement, the Settlement is final;

(b) Provide for the removal of the jurisdiction of the Courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of:

(i) The Rangitaane o Manawatu Historical Claims; or

(ii) The validity of the Deed of Settlement; or

(iii) The adequacy of the redress provided to Rangitaane o Manawatu and other parties by the Crown under the Deed of Settlement; or

(iv) The Settlement Legislation,

(but not for the removal of such jurisdiction in respect of the implementation or interpretation of the Deed of Settlement or the Settlement Legislation);

(c) Provide that the rights and obligations on the part of Rangitaane o Manawatu in the Deed of Settlement are for the benefit of, and binding upon Rangitaane o Manawatu and are not for the benefit of any individual, particular whanau, particular marae or particular hapu (except to the extent that after the Settlement Date the Rangitaane o Manawatu Governance Entity determines in accordance with its governance procedures); and

6.1.5 The Settlement Assets and Settlement Interest are to be transferred to the Rangitaane o Manawatu Governance Entity;

6.1.6 They must obtain, before the Deed of Settlement is signed, a mandate from Rangitaane o Manawatu (through a process agreed with the Crown) authorising them to:

(a) Enter into the Deed of Settlement on behalf of Rangitaane o Manawatu;

(b) In particular, settle the Rangitaane o Manawatu Historical Claims on the terms provided in that Deed of Settlement.

SECTION 7: MUTUAL ACKNOWLEDGEMENTS AND AGREEMENTS

7.1 ACKNOWLEDGEMENTS IN RELATION TO THE CROWN'S SETTLEMENT PROPOSAL

Rangitaane o Manawatu and the Crown acknowledge:

7.1.1 That this Heads of Agreement represents, and the Deed of Settlement will represent, the results of extended negotiations conducted in good faith and in a spirit of co-operation and compromise;

7.1.2 The difficulty in assessing redress for the loss and prejudice suffered by Rangitaane o Manawatu;

7.1.3 That it is not possible to fully compensate Rangitaane o Manawatu for all loss and prejudice suffered; and

7.1.4 That this foregoing of compensation by Rangitaane o Manawatu is intended to contribute to the development of New Zealand;

and that, taking all matters into consideration (some of which are specified in this *clause*), the Crown's Settlement Proposal is fair in the circumstances.

7.2 ABORIGINAL TITLE AND CUSTOMARY AND OTHER RIGHTS

Rangitaane o Manawatu and the Crown acknowledge that:

7.2.1 The provisions to be included in the Deed of Settlement relating to the removal of the jurisdiction of the Courts, the Waitangi Tribunal and any other judicial body or tribunal as provided in *clause 6.1.4:*

(a) Will not be intended to prevent any Rangitaane o Manawatu Claimant from pursuing claims against the Crown based on aboriginal title or customary rights which do not come within the definition of Rangitaane o Manawatu Historical Claims or to prevent the Crown from disputing such claims or the existence of such title or rights; but

(b) Will be intended to prevent any Rangitaane o Manawatu Claimant from pursuing claims against the Crown (including claims based on aboriginal title or customary rights) if such claims come within the definition of Rangitaane o Manawatu Historical Claims.

7.2.2 Nothing in the Deed of Settlement will:

(a) Extinguish any aboriginal title or customary rights that Rangitaane o Manawatu may have or constitute or imply any acknowledgement or acceptance by the Crown that such title or rights exist;

(b) Except as expressly provided in this Heads of Agreement, be intended to derogate from any rights or powers Rangitaane o Manawatu or any Rangitaane o Manawatu Claimant or the Crown may have at common law, or under legislation or under the Treaty of Waitangi; or

(c) In any way affect the Treaty of Waitangi or the ongoing relationship between Rangitaane o Manawatu and the Crown in terms of the Treaty of Waitangi.

7.3 DECISION OF WAITANGI FISHERIES COMMISSION

Rangitaane o Manawatu and the Crown acknowledge that nothing in this Heads of Agreement or in the Deed of Settlement or the Settlement Legislation will be intended to affect any decision of the Treaty of Waitangi Fisheries Commission either:

7.3.1 Under the Maori Fisheries Act 1989; or

7.3.2 In respect of the Deed of Settlement between Maori and Crown dated 23 September 1992.

SECTION 8: PROPOSED CONDITIONS

8.1 PROPOSED CONDITIONS

The Crown's Settlement Proposal, and the Settlement, are subject to the following conditions:

8.1.1 Rangitaane o Manawatu acknowledging and agreeing in the Deed of Settlement and the Settlement Legislation providing, with effect from the Settlement Date, that:

(a) All the Rangitaane o Manawatu Historical Claims are settled;

(b) The Crown is released and discharged in respect of the Rangitaane o Manawatu Historical Claims;

(c) The Settlement is final; and

(d) The rights and obligations of Rangitaane o Manawatu in the Deed of Settlement are for the benefit of, and binding upon Rangitaane o Manawatu;

8.1.2 Rangitaane o Manawatu acknowledging and agreeing in the Deed of Settlement to, and the Settlement Legislation providing for, the removal with effect from the Settlement Date of the jurisdiction of the Courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of:

(a) The Rangitaane o Manawatu Historical Claims; or

(b) The validity of the Deed of Settlement; or

(c) The adequacy of the redress provided to Rangitaane o Manawatu by the Crown under the Deed of Settlement; or

(d) The Settlement Legislation,

(but not for the removal of such jurisdiction in respect of the implementation or interpretation of the Deed of Settlement or the Settlement Legislation);

8.1.3 Any proceedings in relation to the Rangitaane o Manawatu Historical Claims being discontinued;

8.1.4 Rangitaane o Manawatu supporting the passage of the Settlement Legislation;

8.1.5 The establishment of an entity (*the "Rangitaane o Manawatu Governance Entity"*) which the Crown is satisfied:

(a) Has been ratified by Rangitaane o Manawatu (by a process agreed by Rangitaane o Manawatu and the Crown) as an appropriate body to which the Crown will transfer the Settlement Assets and Settlement Interest to; and

(b) Has a governance structure that:

(i) Represents all members of Rangitaane o Manawatu;

(ii) Has transparent decision-making and dispute resolution processes; and

(iii) Is fully accountable to Rangitaane o Manawatu;

8.1.6 Rangitaane o Manawatu acknowledging and agreeing in the Deed of Settlement that Settlement Redress will be administered by the Rangitaane o Manawatu Governance Entity for the benefit of the present and future members of Rangitaane o Manawatu;

8.1.7 Any land bank arrangements ceasing in relation to Rangitaane o Manawatu;

8.1.8 Rangitaane o Manawatu acknowledging and agreeing in the Deed of Settlement that so far as Rangitaane o Manawatu is concerned as from the Settlement Date:

(a) The Memorials may be removed from any land in:

(i) The RFR Area; or

(ii) Rangitaane o Manawatu's Area of Interest, provided that Memorials affecting other iwi or tribal groups in that Rangitaane o Manawatu's Area of Interest are not removed without the consent of those iwi or tribal groups; and

(b) Nothing in the following statutory provisions:

(i) Sections 8A to 8H of the Treaty of Waitangi Act 1975;

(ii) Sections 27A to 27C of the State-Owned Enterprises Act 1986;

(iii) Part III of the New Zealand Railways Corporation Restructuring Act 1990; and

(iv) Sections 211 to 213 of the Education Act 1989;

will apply to any land in the RFR Area or Rangitaane o Manawatu's Area of Interest;

8.1.9 The Crown confirming that it is satisfied that all overlapping claims, and issues relating to overlapping claims, in relation to any part of the Settlement Redress have been resolved;

8.1.10 Rangitaane o Manawatu acknowledging and agreeing that, except to the extent necessary to give effect to the Settlement, the jurisdiction of the Waitangi Tribunal (or any other court, tribunal or judicial body) to make recommendations for the return of the Crown Forestry Property described in Part 3 of the Commercial Redress Schedule to Maori ownership, or the payment of compensation to Maori in respect of any such property, will be removed with effect from the Settlement Date;

8.1.11 Rangitaane o Manawatu acknowledging and agreeing that, except to the extent necessary to give effect to the Settlement, the right of any Maori to receive licence fees held by the Crown Forestry Rental Trust or the Crown relating to the Crown Forestry Property described in Part 3 of the Commercial Redress Schedule, other than any such property transferred to Rangitaane o Manawatu under *Section 5.4*, will cease with effect from the Settlement Date;

8.1.12 Rangitaane o Manawatu acknowledging and agreeing in the Deed of Settlement that the Crown has acted honorably and reasonably in relation to the Settlement; and

8.1.13 The Mandated Representatives obtaining, before the Deed of Settlement is signed, a mandate from Rangitaane o Manawatu (through a process agreed with the Crown) authorising them to:

(a) Enter into that Deed of Settlement on behalf of Rangitaane o Manawatu; and

(b) In particular, settle the Rangitaane o Manawatu Historical Claims on the terms provided in that Deed of Settlement.

8.2 SETTLEMENT LEGISLATION

Settlement, and the Deed of Settlement (except where it provides otherwise), will be conditional upon the passing of Settlement Legislation. It is agreed that the Crown will not be under any obligation to propose the Settlement Legislation for introduction until the relevant Governance Entity has been formed in accordance with *clause 8.1.5*.

8.3 TRANSFER OF PROPERTY

Transfer of any property that forms part of the Settlement Assets is subject to:

8.3.1 Clearances under section 40 of the Public Works Act 1981 (or that section as applied by any other legislation), sections 23(1) or 24(4) of the New Zealand Railways Corporation Restructuring Act 1980, section 207(4) of the Education Act 1989 or any equivalent legislation, and other statutory provisions which must be complied with before transfer; and

8.3.2 Any rights, in respect of that property, existing at the Deed Date.

SECTION 9: TAX

9.1 DEFINITIONS AND INTERPRETATION

For the purposes of this *Section 9* (where the context requires):

9.1.1 *Other Property* means the property referred to in Part 5 of the Cultural Redress Schedule and *clause 4.7* which is to be transferred or vested or rights granted in respect of which to or in the Rangitaane o Manawatu Governance Entity, the value of which is not taken into account under the Redress Amount (and the particulars and/or arrangements in respect of which are specified in *Section 4*);

9.1.2 *Redress Amount Properties* means those properties referred to in Parts 1, 2 and 3 of the Commercial Redress Schedule which may be transferred or vested to or in the Governance Entity, the value of which would be taken into account under the Redress Amount (and the particulars and/or arrangements in respect of which are specified in *Section 5*);

9.1.3 *Tangible Redress* means:

(a) The amounts referred to in *clause 5.7* payable by the Crown to the Rangitaane o Manawatu Governance Entity; and

(b) The transfer or vesting of the Redress Amount Properties; and

(c) The transfer or vesting of the Other Property;

9.1.4 *Commercial Properties/Rights* means those properties in the RFR Area and Rangitaane o Manawatu's Area of Interest referred to in *clause 5.6* over which the Crown gives Rangitaane o Manawatu a right of first refusal;

9.1.5 References to the payment, crediting, transfer or vesting of the "Tangible Redress" (or any equivalent wording) include a reference to the payment, crediting, transfer or vesting of any part (or the applicable part) of the Tangible Redress;

9.1.6 The expression "tax" includes income tax, GST, and gift duty;

9.1.7 The word "payment" extends to the transfer or making available of cash amounts as well as to the transfer or vesting of non cash amounts (such as land).

9.2 TAX PRINCIPLES

Rangitaane o Manawatu and the Crown intend that the redress to be provided by the Crown under the Deed of Settlement will be received by the Rangitaane o Manawatu Governance Entity on the basis of the following principles and Rangitaane o Manawatu and the Crown agree to negotiate in good faith with a view to giving effect to this intent in the Deed of Settlement:

(a) The payment, crediting, transfer or vesting of Tangible Redress to or in the Rangitaane o Manawatu Governance Entity (as redress provided by the Crown) is not intended to be, or to give rise to, a taxable supply for GST purposes;

(b) The payment, crediting, transfer or vesting of Tangible Redress to or in the Rangitaane o Manawatu Governance Entity (as redress provided by the Crown) is not intended to be, or to give rise to, gross income for income tax purposes;

(c) Neither the Rangitaane o Manawatu Governance Entity nor any person associated with it will claim an input credit (for GST purposes) or a deduction (for income tax purposes) with reference to the payment, crediting, transfer or vesting by the Crown of any Tangible Redress;

(d) The transfer or vesting of the Other Property to or in the Rangitaane o Manawatu Governance Entity (as redress provided by the Crown), is not intended to be, or to give rise to, a dutiable gift;

(e) Any interest paid by the Crown under any provision of the Deed of Settlement is either gross income or exempt income, for income tax purposes, depending on the recipient's status for income tax purposes; and, furthermore, the receipt or payment of such interest is not to be subject to indemnification for tax by the Crown under the Deed of Settlement;

(f) The payment of any indemnity payment by the Crown under the Deed of Settlement is not intended to be, or to give rise to, a taxable supply for GST purposes or to be, or to give rise to, gross income for income tax purposes;

(g) The Rangitaane o Manawatu Governance Entity (at all applicable times) will be a registered person for GST purposes;

(h) For the avoidance of doubt, Rangitaane o Manawatu and the Crown acknowledge that any tax indemnities to be given by the Crown under the Deed of Settlement would apply only to the receipt by the Rangitaane o Manawatu Governance Entity of the Tangible Redress or indemnity

payments and would not apply to any subsequent dealings, distributions, payments, uses or applications by the Rangitaane o Manawatu Governance Entity with or of Tangible Redress;

(i) Any transfer, sale, vesting, grant or other transaction in relation to Commercial Properties/Rights is to be treated in accordance with ordinary transaction principles, and is not to be subject to indemnification for tax by the Crown under the Deed of Settlement;

(j) The receipt by the Rangitaane o Manawatu Governance Entity of any Crown forestry license fees from the Crown Forestry Rental Trust or from the Crown is to be treated in accordance with ordinary taxation principles, and is not to be subject to indemnification for tax by the Crown under the Deed of Settlement.

9.3 CROWN INDEMNITY

The Crown will indemnify the Rangitaane o Manawatu Governance Entity in the Deed of Settlement for any liability to tax it incurs where and to the extent the principles in *clauses 9.2(a), (b), (d)* or *(f)* are not held to be correct under existing tax laws.

SECTION 10: CONTINUATION OF SETTLEMENT PROCESS

10.1 CONTINUE TO WORK TOGETHER IN GOOD FAITH

Rangitaane o Manawatu and the Crown agree to continue to work together in good faith to develop as soon as reasonably practicable a Deed of Settlement that:

(a) Incorporates the Crown's Settlement Proposal (including all matters of detail and implementation);

(b) Represents the resolution, to the satisfaction of the Crown, of any overlapping claims, and issues relating to overlapping claims, concerning the use of any Settlement Asset in settlement with Rangitaane o Manawatu (*"Overlapping Claim Issues"*), on the basis that Rangitaane o Manawatu and the Crown are agreed that:

(i) The Mandated Representatives of Rangitaane o Manawatu (on behalf of Rangitaane o Manawatu) and the Crown will work towards resolution of any Overlapping Claim Issues concerning Settlement Assets for a period of four months after the date of these Heads of Agreement; and

(ii) At the end of the period referred to in *clause 10.1(b)(i),* if Overlapping Claim Issues concerning a Settlement Asset have not been resolved to the satisfaction of the Crown, that Asset may not be included in the Deed of Settlement; and

(c) Will, with effect from the Settlement Date, enable Rangitaane o Manawatu and the Crown to settle the Rangitaane o Manawatu Historical Claims.

10.2 CONTINUED APPLICATION OF TERMS OF NEGOTIATION

Rangitaane o Manawatu and the Crown agree that the provisions of the Terms of Negotiation continue to apply in relation to their negotiations (except to the extent that they are changed by this Heads of Agreement).

SECTION 11: OTHER FINANCIAL MATTERS

11.1 INTEREST

11.1.1 The Crown will pay interest ("*Settlement Interest*") on the Settlement Amount from the Deed Date until the Settlement Date.

11.1.2 Settlement Interest will:

(a) Be calculated on each Calculation Date and will be at a rate equal to the weighted average of the successful yield for 1 year Treasury Bills resulting from the Treasury Bill tender process that takes place during the week prior to each Calculation Date;

(b) Not compound;

(c) Be payable for the period from the Deed Date to the Settlement Date;

(d) Be paid on the Settlement Date; and

(e) Be subject to normal taxation law.

11.1.3 In this *clause 11.1*:

Anniversary Date means the first Business Day after the expiry of each period of 12 months commencing on the Deed Date or the previous Anniversary Date (as the case may be);

Calculation Date means:

(a) The Deed Date, in respect of the period commencing on the Deed Date and expiring on the date before the first Anniversary Date; and

(b) Each Anniversary Date, in respect of the period commencing on the first Anniversary Date and expiring on the Settlement Date.

SECTION 12: MISCELLANEOUS MATTERS

12.1 NOTICES

12.1.1 **Address for Notices**

Except as expressly provided in this Heads of Agreement, any notice or other communication given under this Heads of Agreement to a Party must be in writing addressed to that Party at the address or facsimile number from time to time notified by that Party in writing to the other Party. Until any other address or facsimile number of a Party is notified, they will be as follows:

Crown:	*Rangitaane o Manawatu:*
C/- The Solicitor-General Crown Law Office St Pauls Square 45 Pipitea Street (PO Box 5012) WELLINGTON	C/- Mrs Ruth Harris Chief Executive Tanenuiarangi Manawatu Incorporated 140-148 Maxwells Line (PO Box 1341) PALMERSTON NORTH
Facsimile: 04 473 3482	Facsimile: 06 355 1488

12.1.2 **Delivery**

Delivery may be effected by hand, by post with postage prepaid, or by facsimile.

12.1.3 **Delivered Notice**

A notice or other communication delivered by hand will be deemed to have been received at the time of delivery. However, if the delivery is not made on a Business Day or is made after 5.00 p.m. on a Business Day, then the notice or other communication will be deemed to have been delivered on the next Business Day.

12.1.4 **Posted Notice**

A notice or other communication delivered by pre-paid post will be deemed to have been received on the 2nd Business Day after posting.

12.1.5 **Facsimile Notice**

A notice or other communication sent by facsimile will be deemed to have been received on the day of transmission. However, if the date of transmission is not a Business Day or the transmission is sent after 5.00 p.m. on a Business Day then the notice or other communication will be deemed to have been given on the next Business Day after the date of transmission.

12.2 NO ASSIGNMENT

Neither Rangitaane o Manawatu or the Crown may transfer or assign any rights or obligations under this Heads of Agreement.

12.3 AMENDMENT

No amendment to this Heads of Agreement will be effective unless it is in writing and signed on behalf of Rangitaane o Manawatu and the Crown.

SECTION 13: NATURE AND TERMINATION OF THIS HEADS OF AGREEMENT

13.1 NATURE OF THIS HEADS OF AGREEMENT

13.1.1 Rangitaane o Manawatu and the Crown acknowledge that this Heads of Agreement:

(a) Represents an agreement in principle; and

(b) Is not intended to create legal relations.

13.1.2 Rangitaane o Manawatu and the Crown acknowledge that the Crown's Settlement Proposal includes the scope and nature, in principle, of all redress the Crown is to offer Rangitaane o Manawatu.

13.2 MADE ON WITHOUT PREJUDICE BASIS

Rangitaane o Manawatu and the Crown acknowledge that:

(a) This Heads of Agreement is entered into, and the Crown's Settlement Proposal is made, on a without prejudice basis; and

(b) In particular, this Heads of Agreement may not be used as evidence in any proceedings before, or presented to, any court, the Waitangi Tribunal or any other judicial body or tribunal (except for proceedings concerning the implementation and interpretation of the Deed of Settlement and the Settlement Legislation).

13.3 TERMINATION OF THIS HEADS OF AGREEMENT

The Parties acknowledge that:

(a) The Crown may, at any time before a Deed of Settlement is entered into, terminate this Heads of Agreement by written notice to the Mandated Representatives if those Mandated Representatives do not maintain their mandate to negotiate the Rangitaane o Manawatu Historical Claims with the Crown under the Terms of Negotiation;

(b) Either Party may terminate this Heads of Agreement by written notice to the other Party if the Crown and Rangitaane o Manawatu do not enter into a Deed of Settlement within 12 months after the date of this Heads of Agreement; and

(c) This Heads of Agreement will be superseded by the Deed of Settlement on the Deed Date.

Signed this 25th day of November 1999.

By the Mandated Representatives of
RANGITAANE O MANAWATU:

Ruth Harris
Principal Negotiator
President, Tanenuiarangi Manawatu Inc

Matua Tanenuiarangi Te Awe Awe
Senior Elder, Ngati Hineaute Hapu

Matua Moana Te Rangi
Senior Elder, Te Rangiaranaki Hapu

Whaea Rawinia Smith
Senior Elder, Te Rangitepaia Hapu

Whaea Kararaina Taite
Senior Elder, Ngati Mairehau Hapu

Matua Uri Te Angina
Senior Elder, Ngati Tauira Hapu

In the presence of:

Witness:

Name:

Address:

Occupation:

In the presence of:

Witness:

Name:

Address:

Occupation:

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN in right)
of New Zealand by The Minister in Charge)
of Treaty of Waitangi Negotiations in the)
presence of:)

Sir Douglas Arthur Montrose Graham

Witness:

Signature:

Occupation:

Address:

CULTURAL REDRESS SCHEDULE

PART 1

REQUIREMENTS FOR DEPARTMENTAL PROTOCOLS

Definitions

1.1 In this Part "Departmental Protocol" means a protocol issued to Rangitaane o Manawatu by the Minister of Conservation, the Minister for Food, Fibre, Biosecurity and Border Control, the Minister of Corrections, the Minister of Defence, or any other Minister under:

1.1.1 the Deed of Settlement; and/or

1.1.2 the Settlement Legislation.

Amendment of Departmental Protocols

1.2 A Departmental Protocol may be amended or cancelled at any time by the Crown through the relevant Minister at the initiative of:

1.2.1 Rangitaane o Manawatu; or

1.2.2 the Crown (after consultation with Rangitaane o Manawatu and having particular regard to the views of Rangitaane o Manawatu).

Departmental Protocols subject to other obligations

1.3 A Departmental Protocol will be subject to, and will not restrict:

1.3.1 the obligations of the Crown, any Minister, Government Department, or official to exercise their powers, or perform their functions or duties, in accordance with the law and government policy; or

1.3.2 the Crown's powers to:

(a) amend policy; or

(b) introduce legislation (including amending legislation).

Enforceability of Departmental Protocols

1.4 Rangitaane o Manawatu may (subject to the Crown Proceedings Act 1950) enforce any Departmental Protocol:

1.4.1 by way of public law action against the Crown where the relevant Minister fails unreasonably to comply with that Protocol; but

1.4.2 damages are not available as a remedy.

No breach of Deed Of Settlement

1.5 A failure by a Minister to comply with a Departmental Protocol does not constitute a breach of the Deed of Settlement and/or the Settlement Legislation.

Limitation of rights

1.6 A Departmental Protocol does not of itself have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to:

1.6.1 land held, managed, or administered under the Conservation Act 1987 or the statutes listed in the First Schedule to that Act;

1.6.2 flora and fauna managed according to the Conservation Act 1987 or the statutes listed in the First Schedule to that Act;

1.6.3 fish, aquatic life and seaweed managed according to the Fisheries Act 1983 or the Fisheries Act 1996;

1.6.4 newly found taonga managed under the Antiquities Act 1975;

1.6.5 land held by the New Zealand Defence Force; or

1.6.6 land held by the Department of Corrections.

PART 2

REQUIREMENTS FOR STATUTORY ACKNOWLEDGEMENTS AND DEEDS OF RECOGNITION IN RELATION TO IDENTIFIED AREAS

Purposes of Statutory Acknowledgements

2.1 The only purposes of Statutory Acknowledgements in relation to Identified Areas are:

2.1.1 to require that consent authorities forward summaries of certain applications for resource consents to Rangitaane o Manawatu;

2.1.2 to require that consent authorities, the Historic Places Trust, or the Environment Court, as the case may be, have regard to the Statutory Acknowledgements in relation to the Identified Areas in certain cases;

2.1.3 to enable the Minister responsible for management of the Identified Areas, or the Commissioner of Crown Lands, as the case may be, to enter into Deeds of Recognition; and

2.1.4 to enable Rangitaane o Manawatu to cite Statutory Acknowledgements as evidence of the association of Rangitaane o Manawatu with the Identified Areas in certain cases.

Purposes of Deeds of Recognition

2.2 The only purposes of Deeds of Recognition are to require that Rangitaane o Manawatu is consulted, and regard is had to its views, in certain cases in respect of the statement of association described in the Statutory Acknowledgement to which the Deed of Recognition relates.

Exercise of powers, duties, and functions

2.3 Except as provided in paragraphs 2.1 and 2.2:

2.3.1 neither a Statutory Acknowledgement nor a Deed of Recognition, affects, or may be taken into account in, the exercise of any power, or the performance of any duty or function, under any legislation; and

2.3.2 no person, in considering any matter or making any decision or recommendation under any legislation, may give any greater or lesser weight to the association of Rangitaane o Manawatu with an Identified Area

(as described in the relevant Statutory Acknowledgement) than that person would have given under that legislation if:

(a) that Statutory Acknowledgement had not been made; and

(b) no Deed of Recognition existed in respect of that Identified Area.

Rights not affected

2.4 Neither a Statutory Acknowledgement nor a Deed of Recognition affects the lawful rights or interests of any person who is not a party to the Deed of Settlement.

Limitation of rights

2.5 Neither a Statutory Acknowledgement, nor a Deed of Recognition, has of itself the effect of granting, creating, or providing evidence of any estate or interest in, or any rights relating to, an Identified Area.

PART 3

TERMS AND CONDITIONS OF NOHOANGA CAMPING ENTITLEMENTS

3.1 The land for Nohoanga Camping Entitlements must be land:

3.1.1 that is Crown-owned;

3.1.2 that is not a national park, marginal strip, nature reserve, esplanade reserve, scientific reserve or any part of an unformed road within 20 metres of a waterway;

3.1.3 that is situated sufficiently close to any relevant waterway to permit convenient access for fishing;

3.1.4 to which lawful access is available; and

3.1.5 where the existing practices and patterns of public use at the time the Nohoanga Camping Entitlement is created will not be unreasonably impaired by the creation of that Nohoanga Camping Entitlement.

3.2 Public access must not, as a result of a Nohoanga Camping Entitlement, be:

3.2.1 unreasonably excluded to the waterway; or

3.2.2 impeded along the waterway.

3.3 Occupiers under a Nohoanga Camping Entitlement may erect camping shelters or temporary dwellings, but the occupier must:

3.3.1 remove those camping shelters or temporary dwellings while the right of occupation is not being exercised; and

3.3.2 leave the land in substantially the same condition that it was in at the commencement of occupation, except for temporary effects normally associated with that type of occupation.

3.4 The occupier, and activities carried on by the occupier, under a Nohoanga Camping Entitlement, are subject to all legislation and land and water management practices that relate to the relevant land, including obtaining any resource consent under the Resource Management Act 1991 that may be required.

3.5 Rangitaane o Manawatu must pay rates, charges and fees in relation to a Nohoanga Camping Entitlement under section 7 of the Rating Powers Act 1988, in proportion to the period of the Nohoanga Camping Entitlement.

3.6 The Crown may terminate a Nohoanga Camping Entitlement (but must make reasonable endeavours to provide a replacement Nohoanga Camping Entitlement) if:

3.6.1 the Crown disposes of the relevant land;

3.6.2 the relevant land is destroyed, or permanently detrimentally affected, by a natural cause;

3.6.3 the land becomes required for the specific purpose for which it was originally set apart as a reserve;

3.6.4 the land becomes a formed road; or

3.6.5 lawful access to the Nohoanga Camping Entitlement no longer exists.

3.7 The Crown may terminate a Nohoanga Camping Entitlement if Rangitaane o Manawatu fails to comply with a condition of that Nohoanga Camping Entitlement.

3.8 The Crown may dispose of land over which there is a Nohoanga Camping Entitlement.

3.9 The existence of a Nohoanga Camping Entitlement does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement.

3.10 Except as expressly recognised in the Deed of Settlement and the Settlement Legislation, the existence of a Nohoanga Camping Entitlement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights relating to, the relevant land.

PART 4

NOHOANGA CAMPING ENTITLEMENTS

Name of Site	*Description*
Takapari Conservation Area	Pt Sec 44, Blk XVI Apiti S.D. (1.9936 Ha)
Tangimoana Beach Conservation Area	Secs 734, 735 Town of Carnarvon, Blk II Sandy S.D. (9.8212 Ha)

***Explanatory Note**: The Parties are still to identify the location of the Nohoanga Camping Entitlements within the above sites, in accordance with clause 4.8.*

PART 5

LAND TO BE VESTED IN RANGITAANE O MANAWATU

Name of Site	*Description*
Awapuni Conservation Area	Secs 1723, 1724, Closed Road, Town of Palmerston North, Blk X Kairanga S.D. (3.4094 Ha)

PART 6

IDENTIFIED AREAS

Table A

Areas in respect of which Statutory Acknowledgements are to be given

Area	*Description*
Makererua Swamp Wildlife Management Reserve	Sec 24, Blk VIII Mt Robinson S.D. (45.2957 Ha)
Pukepuke Lagoon Conservation Area	Sec 798, Town of Carnarvon, Blk IX Te Kawau S.D. (80.2600 Ha)
Himatangi Bush Scientific Reserve	Lot 1 DP 31846, Blk III Mt Robinson S.D. (18.7622 Ha)
Moutoa Conservation Area	Sec 1 SO 36799, Blks IX, X, XI Mt Robinson S.D. (15.4500 Ha) Sec 136 SO 34370, Blks IX, X, XI Mt Robinson S.D. (5.8161 Ha) Sec 1 SO 36800, Blks IX, X, XI Mt Robinson S.D. (74.0235 Ha) Sec 2 SO 36800, Blks IX, X, XI Mt Robinson S.D. (39.6800 Ha) Sec 1, SO 36801, Blks IX, X, XI Mt Robinson S.D. (16.3500 Ha) Sec 1 SO 36802, Blks IX, X, XI Mt Robinson S.D. (20.5200 Ha) Sec 2 SO 36803, Blks IX, X, XI Mt Robinson S.D. (19.8200 Ha) Sec 1 SO 36803, Blks IX, X, XI Mt Robinson S.D. (4.6147 Ha)
Round Bush Scenic Reserve	Sec 648, Town of Carnarvon, Blk I Mt Robinson S.D. (51.2837 Ha)

Area	*Description*
Those parts of the Tararua Forest Park that are within Rangitaane o Manawatu's Area of Interest	
Those parts of the Ruahine Forest Park that are within Rangitaane o Manawatu's Area of Interest	
Those portions of the Manawatu River, Rangitikei River, Oroua River, and Pohangina River that are within Rangitaane o Manawatu's Area of Interest	
The land upon which the Linton Army Camp is situated	PT Sec 437 TN of Fitzherbert (12.3573 ha) taken for defence purposes, GN694001.1 Old stream bed SO20962 (0.3541 ha) PT Sec 168 TN of Fitzherbert (0.4046 ha) taken for defence purposes, GAZ 1943 P477, 1945 P1553 Old Stream Bed SO20962 (0.9838 ha) PT Sec 167 TN of Fitzherbert (0.607) taken for defence purposes, GAZ 1943, P477, 1945 P1553 Old Stream Bed SO20962 (0.1518 ha) PT MBLKD Kairanga taken for the purpose of building of general government, GAZ 1976, P855 PT Sec 168 TN of Fitzherbert (0.2023 ha) taken for defence purposes, GAZ 1943 P477 1945 P1553 Old Stream Bed SO20962 (0.1012 ha) PT MBLK B Kairanga (244.7373 ha) taken for defence purposes GAZ 1943 P477, 1945 P1553 Sec 432 TN of Fitzherbert (0.0975 ha)

Area	*Description*
	PT MBLK F Kairanga taken for defence purposes, GAZ 1945 P1553 PT Sec 10 TN of Fitzherbert PT MBLK C Kairanga taken for the purposes of buildings of general government, GAZ 1976 P855 PT Sec 16 TN of Fitzherbert (0.1012 ha) taken for defence purposes, GAZ 1943 P477, 1945 P1553 PT Sec 9 TN of Fitzherbert (4.3346 ha) PT Sec 167 TN of Fitzherbert (2.4989 ha) taken for defence pruposes, GAZ 1943 P477, 1945 P1553 PT MBLK F Kairanga taken for the purpose of buildings of general government, GAZ 1976 P855 PT MBLK A Kairanga PT MBLK E Kairanga taken for the purpose of buildings of general government, GAZ 1976 P855 Old Stream Bed SO 20962 (0.0506 ha) PT Sec 172 TN of Fitzherbert taken for the purpose of buildings of general government, GAZ 1976 P855 Sec 416 TN of Fitzherbert (0.3487 ha) Sec 2 SO 37588 (0.0162 ha) Sec 1 SO 37588 (0.1529 ha) PT Sec 2 TN of Fitzherbert (0.3675 ha) taken for defence purposes, GAZ 1944 P26 PT Sec 3 TN of Fitzherbert (2.0176 ha) taken for defence purposes, GAZ 1945 P1554 Lot 2 DP 14065 (0.056 ha)
The land upon which the Manawatu Prison is situated	
Totara Scenic Reserve	Section 80, Block VII, Pohangina SD (SO 30547)

Area	***Description***
The Coastal Area within Rangitaane o Manawatu's Area of Interest	

Table B

Areas in respect of which Deeds of Recognition are to be given

Area	*Description*
Makererua Swamp Wildlife Management Reserve	Sec 24, Blk VIII Mt Robinson S.D. (45.2957 Ha)
Pukepuke Lagoon Conservation Area	Sec 798, Town of Carnarvon, Blk IX Te Kawau S.D. (80.2600 Ha)
Himatangi Bush Scientific Reserve	Lot 1 DP 31846, Blk III, Mt Robinson S.D. (18.7622 Ha)
Moutoa Conservation Area	Sec 1 SO 36799, Blks IX, X, XI Mt Robinson S.D. (15.4500 Ha) Sec 136 SO 34370, Blks IX, X, XI Mt Robinson S.D. (5.8161 Ha) Sec 1 SO 36800, Blks IX, X, XI Mt Robinson S.D. (74.0235 Ha) Sec 2 SO 36800, Blks IX, X, XI Mt Robinson S.D. (39.6800 Ha) Sec 1, SO 36801, Blks IX, X, XI Mt Robinson S.D. (16.3500 Ha) Sec 1 SO 36802, Blks IX, X, XI Mt Robinson S.D. (20.5200 Ha)) Sec 2 SO 36803, Blks IX, X, XI Mt Robinson S.D. (19.8200 Ha) Sec 1 SO 36803, Blks IX, X, XI Mt Robinson S.D. (4.6147 Ha)

Round Bush Scenic Reserve	Sec 648, Town of Carnarvon, Blk I Mt Robinson S.D. (51.2837 Ha)
Those parts of the Tararua Forest Park that are within Rangitaane o Manawatu's Area of Interest	
Those parts of the Ruahine Forest Park that are within Rangitaane o Manawatu's Area of Interest	

PART 7

PLACE NAMES

Existing Place Name	*Amended Place Name*
Makererua Swamp Conservation Area	Makurerua Swamp Conservation Area
Round Bush Scenic Reserve	Omarupapukau/Round Bush Scenic Reserve

PART 8

REQUIREMENTS FOR STATUTORY ACKNOWLEDGEMENT IN RELATION TO INDIGENOUS SPECIES

Exercise of powers, duties and functions

8.1 The acknowledgement of the association of Rangitaane o Manawatu with the indigenous Fish, Flora and Fauna found in Rangitaane o Manawatu's Area of Interest and for which the Department of Conservation has statutory responsibility (*"Species"*) does not affect, and may not be taken into account in the exercise of any power, or the performance of any duty or function, under any legislation.

8.2 No person, in considering any matter or making any decision or recommendation under any legislation, may give any greater or lesser weight to the association of Rangitaane o Manawatu with the Species than that person would have given under the relevant legislation if no acknowledgement had been made by the Crown of that association with the Species.

Rights not affected

8.3 The acknowledgement of the association of Rangitaane o Manawatu with the Species will not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement.

Limitation of rights

8.4 The acknowledgement of the association of Rangitaane o Manawatu with the Species will not, of itself, have the effect of granting, creating or providing evidence of any interest in, or any rights of any kind relating to, any of the Species.

COMMERCIAL REDRESS SCHEDULE

PART 1

Table A

PROPERTIES IN THE LAND BANK THAT MAY BE TRANSFERRED ON SETTLEMENT

Street No	Street	City/Town	Physical Description	Legal Description	Title Ref	Land Area (ha)	Vendor
8	Anzio Place	Palmerston North	4 Bedroom Dwelling	Lot 7 DP 21363	46B/374	0.1196	OTS
40	Ferguson Street	Palmerston North	Residential section with hostel and 2bdm flats	Lot 11 DP 23122	44A/401	0.2652	Mid-central Health
27	Manapouri Crescent	Palmerston North	3 Bedroom Dwelling	Lot 8 DP 9514	44A/601	0.0863	OTS
70	Albert Street	Palmerston North	7 Bedroom Dwelling	Pt Section 151 Town of Palmerston North	158/16	0.1214	OTS
23	Norbiton Road	Foxton	3 Bedroom Dwelling	Lot 4 DP 15658	Gaz Notice 54144	0.0809	OTS
	Cambridge Street	Palmerston North	Vacant Residential section	Lot 4 DP 54616	26A/273	0.0712	OTS
18	Montgomery Street	Feilding	4 Bedroom Dwelling	Lot 18 DP 21539	35C/487	0.0819	OTS
20	Montgomery Street	Feilding	3 Bedroom Dwelling	Lot 20 DP 21539	Gaz Notice 462189	0.0785	OTS
6	Blenheim Street	Feilding	7 Bedroom Dwelling	Lot 2 DP 34919	42B/847	0.1226	OTS

Table B

OTHER PROPERTIES IN THE LAND BANK

PropNo	Street	City/Town	Physical Description	Legal Description	Title Ref	Land Area (ha)	Vendor
10	Kairangi-Bunnythorpe Road	Bunnythorpe	Vacant Residential section	Lot 4 DP 18855	39D/811	0.1221	OTS
12	Cargill Avenue	Feilding	4 Bedroom Dwelling	Lot 2 DP 31054	Gaz Notice 868610	0.0845	OTS
26	Taylor Avenue	Feilding	3 Bedroom Dwelling	Lot 4 DP 19383	765/91	0.0860	OTS
	Willoughby St & Stanway Road	Halcombe	Bare land leased to Council (zoned recreational)	Lot 2 DP 82659	49A/898	1.7826	OTS
	Mulgrave Street	Ashhurst	Small block of grazing land	Lot 1 DP 78227	44D/780	4.7750	OTS
	Aorangi Street	Feilding	Strip of land used for carparking	Lot 3 DP 75888	42C/629	0.2026	OTS

Table C

OTHER PROPERTIES TO BE EXCLUDED FROM THE RFR AREA

Street	City/Town	CT Ref	Area	Lot No	Owner Name	Purpose
Fitzherbert Avenue	Palmerston North	310/159	0.4046	LOT 3 DP 2494	Crown	Primary education endowment
Fitzherbert Avenue	Palmerston North	310/159	0.4047	LOT 2 DP 2494	Crown	Primary education endowment
Collingwood Street	Palmerston North	310/159	0.4046	LOT 17 DP 2494	Crown	Primary education endowment
Fitzherbert Avenue	Palmerston North	310/159	0.4010	PT LOT 1 DP 2494	Crown	Primary education endowment
Collingwood Street	Palmerston North	310/159	0.4007	LOT 16 DP 2494	Crown	Primary education endowment
Te Awe Awe Street	Palmerston North	310/159	0.3340	LOT 15 DP 2494	Crown	Primary education endowment
Highbury Avenue	Palmerston North	36B/682	0.2343	LOT 1 DP 67928	Crown	State primary school
Highbury Avenue	Palmerston North	36B/683	0.2262	LOT 2 DP 67928	Crown	State primary school
Ferguson Street	Palmerston North	44A/519	1.7199	SEC 973 TOWN OF PALMERSTON NORTH	Crown	State primary school
94 Highbury Avenue	Palmerston North	22B/914	0.0760	LOT 3 DP 24699	Crown	Police
David Street	Palmerston North	42D/997	0.0405	LOT 36 DP 26	Crown	Justice
David Street	Palmerston North	42D/996	0.0405	LOT 35 DP 26	Crown	Justice
351 Church Street	Palmerston North	46C/872	0.3580	SEC 2 SO 37467	Crown	Police
436 Main Street	Palmerston North	46C/871	0.4444	SEC 1 SO 37467	Crown	Justice
Parkland Crescent	Palmerston North	39D/191	0.6708	LOT 25 DP 24003	Crown	Public school
Grey Street	Palmerston North	42C/371	1.8211	SEC 201 TOWN OF PALMERSTON NORTH	Crown	Site for a technical school
55-57 Herbert Avenue	Palmerston North	Gaz 1973 p736	1.9963	LOT 1 DP 30786	Crown	State primary school
55-57 Herbert Avenue	Palmerston North	Gaz 1979 p3200	0.0402	LOT 2 DP 30786	Crown	State primary school
595 Tremaine Avenue	Palmerston North	43D/467	0.1650	LOT 10 DP 77529	Crown	Railway
427 Rangitikei Street	Palmerston North	10B/417	0.5071	LOT 1 DP 33345	Crown	Railway
Freyberg Street	Palmerston North	42C/404	0.0920	PT LOT 15 DP 14466	Crown	Technical school
Freyberg Street	Palmerston North	42C/404	0.0737	PT LOT 14 DP 14466	Crown	Technical school
Freyberg Street	Palmerston North	42C/404	0.0957	PT LOT 13 DP 14466	Crown	Technical school
Freyberg Street	Palmerston North	42C/404	0.0811	PT LOT 12 DP 14466	Crown	Technical school
Freyberg Street	Palmerston North	42C/404	0.0738	PT LOT 11 DP 14466	Crown	Technical school
Freyberg Street	Palmerston North	42C/404	0.0737	PT LOT 10 DP 14466	Crown	Technical school
Freyberg Street	Palmerston North	42C/404	0.0693	PT LOT 9 DP 14466	Crown	Technical school
Freyberg Street	Palmerston North	42C/404	0.0070	LOT 31 DP 15266	Crown	Technical school
Freyberg Street	Palmerston North	42C/404	4.4229	PT LOT 1 DP 13872 & Pt SEC 248 TOWN OF PALMERSTON NORTH	Crown	Technical school
Freyberg Street	Palmerston North	42C/404	2.4094	PT LOT 3 DP 9782	Crown	Technical school
Freyberg Street	Palmerston North	Gaz 1952 p1518	0.4052	PT LOTS 5-8 DP 534	Crown	Public school

Street	City/Town	CT Ref	Area	Lot No	Owner Name	Purpose
Freyberg Street	Palmerston North	Gaz 1952 p1518	0.5331	PT LOTS 9-11 DP 534	Crown	Public school
Freyberg Street	Palmerston North	Gaz 1952 p1518	1.0141	LOT 12 DP 534	Crown	Public school
Freyberg Street	Palmerston North	Gaz 1952 p1518	1.0137	LOT 13 DP 534	Crown	Public school
Freyberg Street	Palmerston North	Gaz 1952 p1518	0.8781	PT LOT 14 DP 534	Crown	Public school
Freyberg Street	Palmerston North	Gaz 1952 p1518	0.8778	PT LOT 15 DP 534	Crown	Public school
Tremaine Avenue	Palmerston North	14D/1193	0.2738	LOT 1 DP 43591	Crown	Conservation
22 Conolly Place	Palmerston North	38B/927	0.0969	LOT 319 DP 72162	Crown	Police
Carlisle Street	Palmerston North	PC1588	2.3545	PT LOT 1 DP 4946	Crown	School purposes
63 Abraham Crescent	Palmerston North	Gaz 1970 p2193	0.1255	Lot 202 DP 30950	Crown	State primary school
90 Rhodes Drive	Palmerston North	42B/491	0.8438	LOT 13 DP 54885	Crown	State primary school
Mohaka Place	Palmerston North	13A/1353	2.8254	Pt LOT 2 DP 12501 & Pt SEC 1655 TOWN OF BUNNYTHORPE	Crown	Social welfare purposes
Mohaka Place	Palmerston North	28A/368	0.7649	SEC 1663 TOWN OF BUNNYTHORPE	Crown	Social welfare purposes
19 Mohaka Place	Palmerston North	20A/1337	0.2420	LOT 7 DP 50143	Crown	Social welfare purposes
1009 Tremaine Avenue	Palmerston North	53A/931	0.9251	LOT 1 DP 85291	Crown	Public buildings of the generel government
198 Cuba Street	Palmerston North	35B/297	0.3448	SEC 4 SO 35737	Crown	general government
Main Street	Palmerston North	Gaz 30 1893, p892, Provincial Gaz 1873, p36		Pt Sec 489 660 661 Town of Palmerston North	Courts	Court House

Arbitration of Disputed Market Values

4.10 If within 5 Business Days of the Valuers presenting the valuation reports for a Selected Property under **paragraph 4.9.1**, the Parties cannot agree a Market Value, then that property (the "Arbitrated Property") shall be:

4.10.1 allocated by the Parties to an Arbitrator; or

4.10.2 if the Parties cannot agree on an Arbitrator, to an Arbitrator selected by the President of the New Zealand Institute of Valuers; and

valued by that Arbitrator in accordance with **paragraphs 4.10** to **4.16**.

Principles applying to arbitration

4.11 The following principles apply to any arbitration, and the allocating of Arbitrated Properties to an Arbitrator:

4.11.1 Arbitrated Properties which have similar characteristics, and/or are in reasonably close proximity and/or to which similar market conditions apply and/or which are owned by the same person should be allocated to one Arbitrator;

4.11.2 as few Arbitrators as possible are to be used;

4.11.3 the Market Value for all Arbitrated Properties must be determined as at the Valuation Date and the arbitration completed no later than 5 Business Days before the Deed Date;

4.11.4 neither Party will involve legal counsel in the conduct of arbitration (unless agreed otherwise); and

4.11.5 the Parties will share equally the Arbitrator's costs.

Panel of Arbitrators

4.12 As soon as reasonably practicable after the Heads of Agreement is signed, the Parties will:

4.12.1 establish a panel of 4 persons who are independent, who are considered to be experts in valuing the types of properties comprising the Land Bank Properties, the Leaseback Properties and the Crown Forestry Property, who are ready, willing and able to act as arbitrators, and who each confirm

in writing to the Parties that he or she agrees to act on the terms and conditions set out in this **Part 4** for determining the Market Value for an Arbitrated Property; and

4.12.2 each nominate half of the Arbitrators on the panel.

Notice of meeting

4.13 The Arbitrator shall, for each Arbitrated Property allocated to him or her under **paragraph 4.10**:

4.13.1 promptly notify the Parties of a meeting to be held between the Parties and their respective Valuers at a venue determined by the Arbitrator; and

4.13.2 in that notice, require the Parties to provide to the Arbitrator all information in their possession relating to the Market Value of the Arbitrated Property (being the Valuation Report and, in the case of a Leaseback Property, the lease agreed under *clause 5.3*), any sales evidence relating to the Arbitrated Property and any submission and/or expert evidence the Party wishes to provide) (and copied to each other Party) at least 5 Business Days before the meeting.

Conduct of Meeting

4.14 The Arbitrator shall hold the meeting on the specified date. At the meeting, the Arbitrator shall:

4.14.1 establish a procedure;

4.14.2 give each Party to the arbitration the right to examine, cross-examine and re-examine the Valuers and any other experts appointed by the other Party in relation to the information provided to the Arbitrator; and

4.14.3 in conducting the meeting, ensure that each Party's interests are fairly and equitably represented.

4.15 Within 5 Business Days of the meeting, the Arbitrator shall provide a written determination of the Market Value of each Arbitrated Property allocated to him or her and shall provide a copy to the Parties.

4.16 The Arbitrator's determination of the Market Value for each Arbitrated Property shall be:

4.16.1 final and binding on the Parties; and

4.16.2 no higher than the higher, and no lower than the lower, of the Market Value assessed by the Valuer for the Mandated Representatives of Rangitaane o Manawatu and the Crown's Valuer for that property.

Valuation and Transfer of Properties

4.17 Each Selected Property will be valued, and its Market Value determined, as at the Valuation Date.

4.18 Once the Market Value for each Selected Property has been determined, the Mandated Representatives of Rangitaane o Manawatu will select from, and notify the Crown which:

4.18.1 Selected Land Bank Properties it wishes the Crown to transfer to Rangitaane o Manawatu on the Settlement Date;

4.18.2 Selected Leaseback Properties it wishes the Crown to transfer to Rangitaane o Manawatu on, and which Rangitaane o Manawatu will lease back to the Crown on the lease terms agreed under *clause 5.4* from, the Settlement Date; and

4.18.3 The Selected Crown Forestry Property it wishes the Crown to transfer to Rangitaane o Manawatu, subject to the forestry licence granted in respect of that property, on the Settlement Date;

(together, the "**Final Selected Properties**").

4.19 Each Final Selected Property will be transferred on the Settlement Date at the Market Value determined in accordance with this **Part 4** provided that:

4.19.1 for those Selected Properties (if any) which the Parties agree it is not possible to complete the valuation process and determine a Market Value by the Deed Date (both parties having used their best endeavours to achieve that):

(a) those Selected Properties will be valued as soon as possible after the Deed Date under a more formal process to be set out in the Deed of Settlement; and

(b) if selected by Rangitaane o Manawatu in accordance with **paragraph 4.18**, those Selected Properties shall be transferred at

the Market Value determined in accordance with this **Part 4** on the Settlement Date, or (if the Market Value is not determined until after the Settlement Date) as soon as reasonably practicable after the Market Value is determined and, in that case, the Crown shall be entitled to retain from the Redress Amount a sum equivalent to the Market Value assessed by the Crown's Valuer and the Crown shall pay any adjustment to Rangitaane o Manawatu on settlement of the transfer of the relevant Property (except to the extent that the Crown may retain or deduct any part of such sum under this Heads of Agreement or at law);

4.19.2 if the Deed Date is more than six months after the date which, for the purpose of setting the Valuation Date, the parties anticipated would be the Deed Date, then the Parties may agree adjustments to the Market Value of each Selected Property to reflect changes in the market for such property between the Valuation Date and the Deed Date. Failing agreement, any such adjustment shall be determined by arbitration under **paragraphs 4.10 to 4.16**; and

4.19.3 The Market Value of a Final Selected Property may be adjusted in accordance with any adjustment provisions as may be agreed by the Parties in the terms of transfer relating to that property.

Initial rent under Selected Leaseback Properties

4.20 Where there is a reference in this **Part 4** to a Market Value being agreed or determined then, in the case of each Leaseback Property, the market rent for each Property is to be agreed or determined at the same time and as a precondition to the Market Value being established.

PART 5

DEED OF GRANT OF RIGHT OF FIRST REFUSAL OVER CROWN LAND

Date:

BETWEEN:

(1) THE RANGITAANE O MANAWATU GOVERNANCE ENTITY

(2) HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND

BACKGROUND:

A. Rangitaane o Manawatu and the Crown are parties to a Deed of Settlement dated [ ].

B. Under that Deed of Settlement, the Crown agreed with Rangitaane o Manawatu that (if that Deed of Settlement became unconditional) it would enter into a deed granting [the Governance Entity] a right of first refusal over certain properties owned by the Crown.

C. This Deed is in satisfaction of the obligations of the Crown referred to in *Background B*.

NOW THEREFORE the parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this **Deed,** unless the context otherwise requires:

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 day observed as the anniversary of the provinces of Wellington and Manawatu;

Control for the purposes of subclause (d) of the definition of Crown Body means:

(a) in relation to a company, control of the composition of the board of directors of the company; and

(b) in relation to any other body, control of the composition of the group that would be the board of directors if the body was a company;

Crown has the same meaning as in section 2(1) of the Public Finance Act 1989 but, for the avoidance of doubt, does not include the New Zealand Railways Corporation;

Crown Body means:

(a) the Crown (whether acting through a Minister or otherwise);

(b) a Crown entity (as defined in the Public Finance Act 1989) and includes the New Zealand Railways Corporation;

(c) a State enterprise (as defined in the State-Owned Enterprises Act 1986); or

(d) any company or body which is wholly-owned or controlled by:

    (i) the Crown, a Crown entity or a State enterprise; or

    (ii) a combination of the Crown, a Crown entity, Crown entities, a State enterprise or State enterprises;

    and includes any subsidiary of, or related company to, any such company or body;

Dispose means:

(a) to transfer an estate in fee simple; or

(b) to grant a new Lease the term of which, including rights of renewal or of extension is, or could be, for 50 years or longer;

but does not include the vesting of a reserve under section 26 or section 26A of the Reserves Act 1977;

Effective Date means [*here insert the date on which the Deed of Settlement becomes unconditional*];

Expiry Date means, in respect of an RFR Notice, the date 1 month after the RFR Notice is received by the Rangitaane o Manawatu Governance Entity;

Lease includes any right which grants exclusive possession;

RFR Area means an area identified in the map attached as Attachment [ ] over which the Crown is to offer a right of first refusal to Rangitaane o Manawatu;

RFR Notice means a notice under *clause 2.1*;

RFR Property means every parcel of land which is:

(a) in the RFR Area on the Effective Date and is:

(i) vested in the Crown or held by the Crown under any Act; or

(ii) vested in another person under section 26 or section 26A of the Reserves Act 1977;

but does not include:

(iii) [*here insert any Landbank properties not selected (there may need to be a definition) and any definition of land included in selection process in transfer of commercial property section*]; or

(iv) any land or roads vested in the Crown by section 44 of the Transit New Zealand Act 1989; or

(v) any "railways assets" of the Crown within the meaning of paragraph (c) of the definition of "railway assets" in section 2 of the New Zealand Railways Corporation Restructuring Act 1990;

(b) transferred to the Crown as the consideration, or part of the consideration, for a disposal under *clause 8.1(g)*;

(c) described in a notice in writing given to the Rangitaane o Manawatu Governance Entity under *clause [ ]*; [*there will be a clause elsewhere in the Deed of Settlement which provides that the Crown may give notice to the Rangitaane o Manawatu Governance Entity that a specified property in Rangitaane o Manawatu's Area of Interest has been cleared for use in this RFR.*]

1.2 **Interpretation**

In the interpretation of this Deed, unless the context otherwise requires:

(a) headings appear as a matter of convenience and are not to affect the interpretation of this Deed;

(b) where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

(c) the singular includes the plural and vice versa, and words importing one gender include the other genders;

(d) a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;

(e) a reference to a document includes an amendment or supplement to, or a replacement or novation of, that document;

(f) references to monetary amounts are to New Zealand currency;

(g) references to written or in writing include all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;

(h) a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

(i) a reference to a date on or by which something must be done includes any other date which may be agreed in writing between the [Governance Entity] and the Crown;

(j) where the day on or by which anything to be done is not a Business Day, that thing must be done on or by the next Business Day; and

(k) a reference to time is to time in New Zealand.

2 NOTICE TO BE GIVEN BEFORE DISPOSING OF AN RFR PROPERTY

2.1 **Crown must give offer by written notice**

The Crown must, before Disposing of an RFR Property, give a written notice to the Rangitaane o Manawatu Governance Entity which offers to Dispose of the

RFR Property to the Rangitaane o Manawatu Governance Entity at the price and on the terms and conditions set out in the RFR Notice.

2.2 **Crown may withdraw notice**
The Crown may withdraw any notice given to the Rangitaane o Manawatu Governance Entity under *clause 2.1* at any time before the Rangitaane o Manawatu Governance Entity accepts the offer in that notice under *clause 3*. If the Crown withdraws a notice, *clause 2.1* still applies to the RFR Property.

3 AGREEMENT TO DISPOSE OF AN RFR PROPERTY

If, by the Expiry Date, the Rangitaane o Manawatu Governance Entity accepts the offer set out in the RFR Notice by notice in writing to the Crown, a contract for the Disposal of the RFR Property is constituted between the Crown and the Rangitaane o Manawatu Governance Entity.

4 NON-ACCEPTANCE BY THE RANGITAANE O MANAWATU GOVERNANCE ENTITY

If:

4.1 the Crown gives the Rangitaane o Manawatu Governance Entity an RFR Notice; and

4.2 the Rangitaane o Manawatu Governance Entity does not accept the offer set out in the RFR Notice by notice in writing to the Crown by the Expiry Date;

then the Crown:

4.3 may, at any time during the period of 2 years from the Expiry Date, Dispose of the RFR Property if the price and other terms and conditions of the Disposal are not more favourable to the purchaser or lessee than the price and other terms and conditions set out in the RFR Notice to the Rangitaane o Manawatu Governance Entity; but

4.4 must, promptly after entering into an agreement to Dispose of the RFR Property to a purchaser or lessee, give written notice to the Rangitaane o Manawatu Governance Entity of that fact and disclosing the terms of the agreement; and

4.5 must not Dispose of the RFR Property after the end of that 2 year period without first offering to Dispose of the RFR Property to the Rangitaane o Manawatu Governance Entity in an RFR Notice under *clause 2.1*.

5 RE-OFFER REQUIRED

If:

5.1 the Crown has given the Rangitaane o Manawatu Governance Entity an RFR Notice; and

5.2 the Rangitaane o Manawatu Governance Entity does not accept the offer set out in the RFR Notice by notice in writing to the Crown by the Expiry Date; and

5.3 the Crown proposes to offer that RFR Property for Disposal again but at a price, or on other terms and conditions, more favourable to the purchaser or lessee than on the terms in the RFR Notice,

the Crown may do so only if it first offers the RFR Property for Disposal on the more favourable terms to the Rangitaane o Manawatu Governance Entity in an RFR Notice under *clause 2.1*.

6 PROVISIONS OF THIS DEED THAT APPLY TO A RE-OFFER

Clause 3, 4 and *5* apply to any RFR Notice given under clause *4.5* or *5*.

7 TERMS OF THIS DEED NOT TO AFFECT CERTAIN RIGHTS AND RESTRICTIONS

Nothing in this Deed affects, or derogates from, and the rights and obligations created by this Deed are subject to:

7.1 the terms of any gift, endowment, or trust relating to any RFR Property existing before the Effective Date;

7.2 the rights of any holders of mortgages over, or of security interests in, any RFR Property;

7.3 any legislation or rule of law that must be complied with before any RFR Property is Disposed of to the Rangitaane o Manawatu Governance Entity;

7.4 any feature of the title to, or any characteristic of, any RFR Property that prevents or limits the Crown's right to Dispose of the RFR Property to the Rangitaane o Manawatu Governance Entity;

7.5 any legal requirement that:

(a) prevents or limits the Crown's ability to sell or otherwise Dispose of an RFR Property to the Rangitaane o Manawatu Governance Entity; and

(b) the Crown cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps do not include changing the law);

7.6 any requirement under any legislation or rule of law that the Crown must Dispose of an RFR Property to any third party.

8 THIS DEED DOES NOT APPLY IN CERTAIN CASES

8.1 **Disposal to certain persons are exempt**
Clause 2.1 does not apply if the Crown is Disposing of an RFR Property to:

(a) the Rangitaane o Manawatu Governance Entity;

(b) a person to give effect to this Deed or to the Deed of Settlement referred to in *Background A*;

(c) a Crown Body, if that Crown Body takes the RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Rangitaane o Manawatu Governance Entity in the form set out in the First Schedule to this Deed;

(d) a person to whom the RFR Property is being Disposed of under any of the following enactments:

(i) sections 40 or 41 of the Public Works Act 1981 (or those sections as applied by any other legislation);

(ii) sections 23, 24 or 26 of the New Zealand Railways Corporation Restructuring Act 1990;

(iii) section 207(4) of the Education Act 1989;

(e) the existing tenant of a house on any RFR Property that is held on the Effective Date for education purposes;

(f) a person who immediately before Disposal, holds a legal right created on or before the Effective Date to purchase the RFR Property or to be granted a

lease of it or be offered the opportunity to purchase the RFR Property or take a lease of it;

(g) a person to whom the RFR Property is being Disposed of under any of the following enactments:

(i) sections 16A or 24E of the Conservation Act 1987;

(ii) section 15 of the Reserves Act 1977;

(iii) an Act of Parliament that:

(aa) excludes the RFR Property from a national park within the meaning of the National Parks Act 1980; and

(bb) authorises the RFR Property to be disposed of in consideration or part consideration for other land to be held or administered under the Conservation Act 1987, the National Parks Act 1980 or the Reserves Act 1977;

(h) a person to whom the RFR Property is being Disposed of under section 93(4) of the Land Act 1948;

(i) the lessee under a lease of an RFR Property granted, on or before the Effective Date, (or granted after that date but in renewal of a lease granted on or before that date) under:

(a) section 66 of the Land Act 1948;

(b) section 67 of the Land Act 1948;

(c) section 93(4) of the Land Act 1948; or

(d) the Crown Pastoral Lands Act 1998;

(j) a person to whom the land is being disposed of under any of the following enactments:

(a) section 117(3) of the Public Works Act 1981 (other than a person to whom the land is being Disposed of under the words "may be dealt with as Crown land under the Land Act 1948" in paragraph (b) of that section);

(b) section 119(2) of the Public Works Act 1981;

(k) a person to whom the RFR Property is being Disposed of by way of gift for charitable purposes; or

(l) a person to whom the RFR Property is being Disposed of under section 355(3) of the Resource Management Act 1991.

8.2 **Effect of exempt Disposals to Crown Bodies**
A Crown Body to whom an RFR Property is being Disposed of under *clause 7* or clauses *8.1(c)* to *(l)* (inclusive) is not required to enter into a deed under *clause 8.1(c)*.

8.3 **Disposals for certain purposes are exempt**

8.3.1 *Clause 2.1* does not apply to the Disposal of an RFR Property which:

(a) immediately before the Disposal is held by the Crown for a public work (as defined in the Public Works Act 1981); and

(b) after the Disposal will be held or used for the purpose or activity which, immediately before the Disposal, constituted the public work,

if the person to whom the RFR Property was Disposed of takes the RFR Property subject to the terms of this Deed and enters into a Deed (at the Crown's expense) in favour of the Rangitaane o Manawatu Governance Entity in the form set out in the Second Schedule to this Deed.

8.3.2 A person to whom an RFR Property is being Disposed of under *clause 7* or *clause 8.1(d)* to *(l)* (inclusive) is not required to enter into a deed under *clause 8.3.1*.

9 TIME LIMITS

Time is of the essence for all time limits imposed on the Crown and the Rangitaane o Manawatu Governance Entity under this Deed. The Crown and the Rangitaane o Manawatu Governance Entity may agree in writing to an extension of time limits.

10 ENDING OF RIGHT OF FIRST REFUSAL

10.1 **RFR ends on Disposal which complies with this Deed**
The obligations of the Crown set out in this Deed shall end in respect of each RFR Property on a transfer of the estate in fee simple of the RFR Property in accordance with *clauses 4, 7 or 8*.

10.2 **RFR ends after 50 years**
The obligations of the Crown set out in this Deed end 50 years after the Effective Date.

11 DISPOSAL OF MORE THAN ONE PROPERTY

Any offer made under *clause 2.1* may be in respect of more than one RFR Property but this Deed shall apply to that offer as if all the RFR Properties included in the offer were a single RFR Property.

12 NOTICES

12.1 **Notices in writing**
Any notice or other communication given under this Deed to a party shall be in writing addressed to that party at the address or facsimile number from time to time notified by that party in writing to the other party. Until any other address or facsimile number of a party is notified, they will be as follows:

The Crown	*The Rangitaane o Manawatu Governance Entity*

12.2 **Methods of delivery**
Delivery of a notice may be effected by hand, by mail or by facsimile.

12.3 **Hand delivery**
A notice or other communication delivered by hand will be deemed to have been received at the time of delivery. However, if the delivery is not made on a Business Day or is made after 5.00 pm on a Business Day, then the notice or other communication will be deemed to have been received on the next Business Day.

12.4 **Delivery by post**
A notice or other communication delivered by mail will be deemed to have been received on the second Business Day after posting.

12.5 **Delivery by facsimile**
A notice or other communication sent by facsimile will be deemed to have been received on the day of transmission. However, if the date of transmission is not a Business Day or the transmission is sent after 5.00 pm on a Business Day then the notice or other communication will be deemed to have been received on the next Business Day after the date of transmission.

EXECUTED as a deed on the date first written above.

[*Insert execution clauses*]

FIRST SCHEDULE
(Clause 8.1(b))

DEED OF COVENANT

Date:

PARTIES

(1) THE RANGITAANE O MANAWATU GOVERNANCE ENTITY

(2) [THE CROWN BODY] (*New Owner*)

(3) [HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND] or [The Crown Body] *if this Deed relates to a second or subsequent intra-Crown disposal]* (*Current Owner*)

BACKGROUND

A The New Owner intends to take from the Current Owner a Disposal of the Property described in the schedule to this Deed (*Property*).

B The Property is subject to a deed of grant of right of first refusal dated [ ] between the Crown and the Rangitaane o Manawatu Governance Entity (*Principal Deed*).

C Under the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed from the New Owner in favour of the Rangitaane o Manawatu Governance Entity ensuring that the New Owner takes the Property subject to the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

NOW THEREFORE the parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this deed, unless the context requires otherwise:

terms or expressions that are not defined in this Deed, but that are defined in the Principal Deed, have the meanings given to them by the Principal Deed;

Effective Date means the date on which the New Owner takes a Disposal of the Property;

Property has the meaning given to in Background A;

Principal Deed has the meaning given to it in Background B;

Transfer means the transfer described in *clause 2.*

1.2 Interpretation

The rules of interpretation set out in *clause 1.2* of the Principal Deed also apply to the interpretation of this Deed.

2 TRANSFER BY CURRENT OWNER

The Current Owner transfers to the New Owner all its rights and obligations under the Principal Deed in so far as they relate to the Property.

3 ACCEPTANCE BY NEW OWNER

The New Owner, for the benefit of the Current Owner and the Rangitaane o Manawatu Governance Entity, accepts the Transfer.

4 CONSENT AND RELEASE BY THE RANGITAANE O MANAWATU GOVERNANCE ENTITY

The Rangitaane o Manawatu Governance Entity consents to the Transfer and releases the Current Owner (with effect from the Effective Date) from all of its obligations under the Principal Deed.

EXECUTED as a deed on the date first written above

[*Insert execution clauses*]

SCHEDULE
THE PROPERTY

SECOND SCHEDULE
(Clause 8.3.1)

DEED OF COVENANT

Date:

PARTIES

(1) THE RANGITAANE O MANAWATU GOVERNANCE ENTITY

(2) [*Insert name of person taking Disposal under clause 8.3.1*] (*New Owner*)

(3) [HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND] or [The Crown Body] (*Current Owner*)

BACKGROUND

A The New Owner intends to take from the Current Owner a Disposal of the Property described in the schedule to this Deed (*Property*).

B The Property is subject to a deed of grant of right of first refusal dated [ ] between the Crown and the Rangitaane o Manawatu Governance Entity (*Principal Deed*).

C Under the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed from the New Owner in favour of the Rangitaane o Manawatu Governance Entity ensuring that the New Owner takes the Property subject to the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

NOW THEREFORE the parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this deed, unless the context requires otherwise:

terms or expressions that are not defined in this Deed, but that are defined in the Principal Deed, have the meanings given to them by the Principal Deed;

Effective Date means the date on which the New Owner takes a Disposal of the Property;

Property has the meaning given to in Background A;

Principal Deed has the meaning given to it in Background B;

Transfer means the transfer described in *clause 2*.

1.2 Interpretation

The rules of interpretation set out in clause 1.2 of the Principal Deed also apply to the interpretation of this Deed.

2 TRANSFER BY CURRENT OWNER

The Current owner transfers to the New Owner (with effect from the Effective Date) all its rights and obligations under the Principal Deed in so far as it relates to the Property.

3 ACCEPTANCE BY NEW OWNER

The New Owner, for the benefit of the Current Owner and the Rangitaane o Manawatu Governance Entity, accepts the Transfer.

4 CONSENT AND RELEASE BY THE RANGITAANE O MANAWATU GOVERNANCE ENTITY

The Rangitaane o Manawatu Governance Entity consents to the Transfer and releases the Current Owner (with effect from the Effective Date) from all of its obligations under the Principal Deed in so far as they relate to the Property.

5 OBLIGATION TO MAKE OFFER

5.1 Request by The Rangitaane o Manawatu Governance Entity

The Rangitaane o Manawatu Governance Entity may give written notice to the New Owner requesting the New Owner to make an offer under clause 2.1 of the Principal Deed.

5.2 Offer notice to be given if Property no longer required

The New Owner must give a written notice under clause 2.1 of the Principal Deed if, on the date of receipt by the New Owner of a notice under clause 5.1, the Property is no longer being held or used for the purpose or activity which, immediately before the Disposal to the New Owner, constituted the public work

referred to in clause 8.3.1 of the Principal Deed. Clause 2.2 of the Principal Deed does not apply to that written notice.

5.3 Frequency of requests

A notice under *clause 5.1* may not be given:

5.3.1 within [3] years of the Effective Date; and

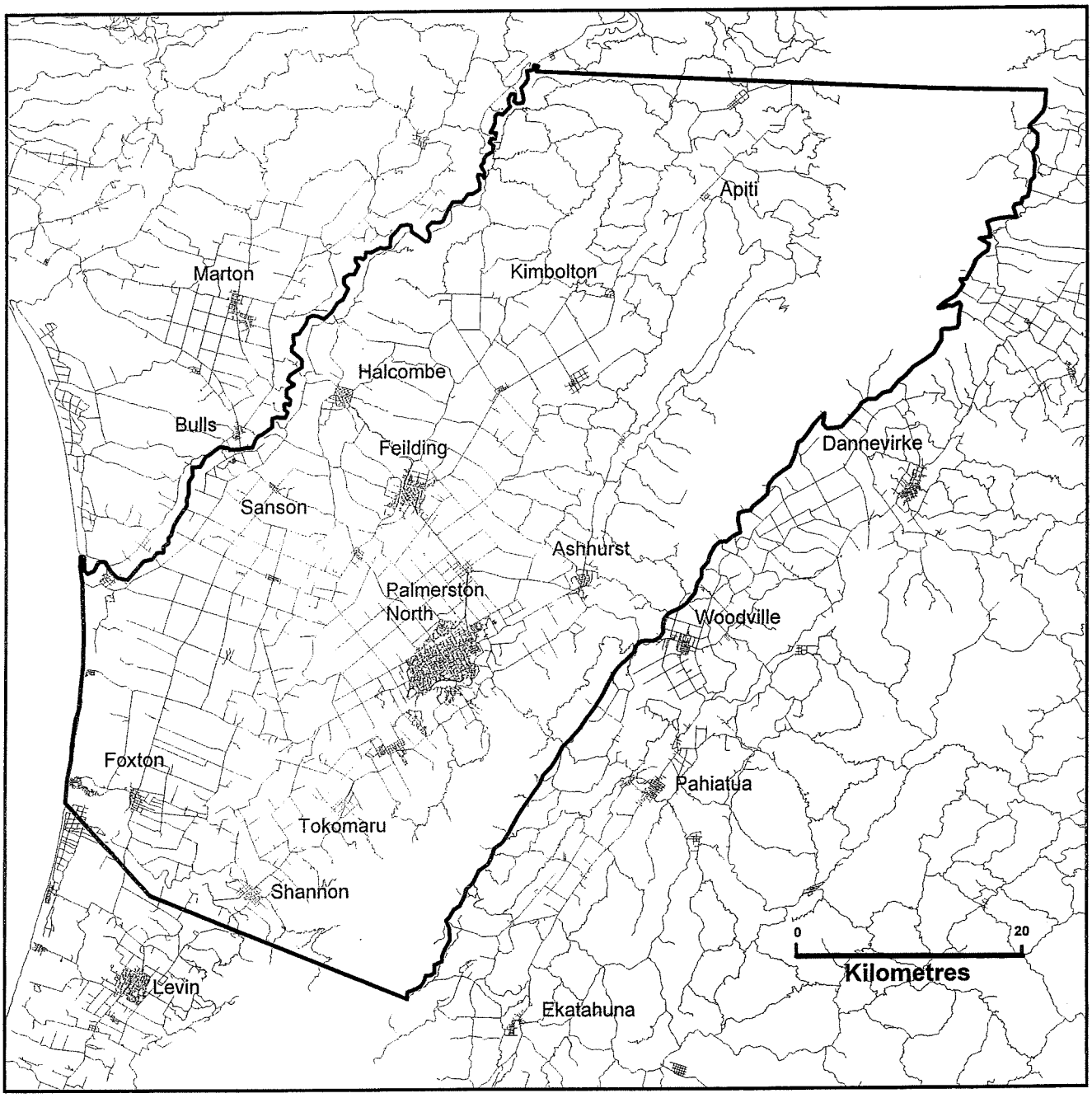
5.3.2 within [3] years of the date of receipt by the New Owner of the last notice under *clause 5.1*; and

5.3.3 after an offer has been given under *clause 5.2*.

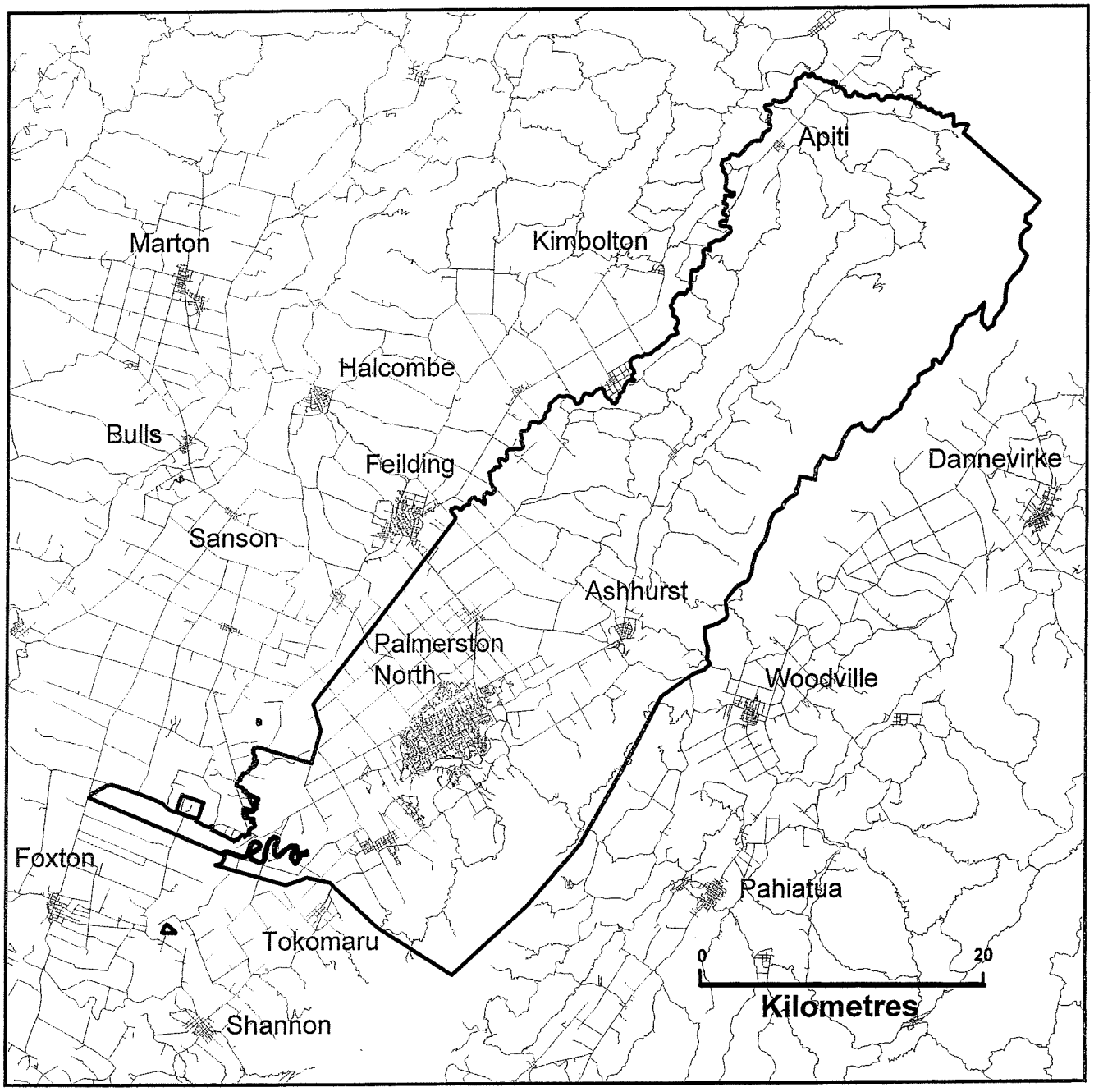
EXECUTED as a deed on the date first written above

[*Insert execution clauses*]

Attachment 1



Rangitaane O Manawatu Area of Interest



Rangitaane O Manawatu RFR Area