RANGITĀNE O WAIRARAPA AND RANGITĀNE O TAMAKI NUI-Ā-RUA

and

THE CROWN

AGREEMENT IN PRINCIPLE TO SETTLE HISTORICAL CLAIMS

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28 March 2014

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Rangitāne ē, Rangitāne ē. Tū mai rā, tū mai rā.

E koro mā i te pō, e kui mā i te pō, tēnei rā ā koutou mokopuna te tangi atu nei ki a koutou, te mihi atu nei ki a koutou. Ānei e tāpae iho nei ko ngā whākinga hara a te Karauna, ko ngā taimahatanga anō hoki i pīkau ai koutou. E tangi ana, e haku ana, e auē ana mātau ki ngā taimahatanga nei i piko nei ō koutou tuara. Hei āpiti atu, e rārangi iho nei ko tētahi paku rongoā kua oti nei i a mātau te whakariterite me te Karauna i ngā tau tata nei. Paku nei, paku nei, e kore e rite ki ngā whenua i ngaro, ki ngā mahinga kai i ngaro, ki ngā tikanga i ngaro. Nei rā te kupu mō ngā whakariterite nei: "engari te ngaringari, e tino hē ana te kore noa iho". Ki ngā mokopuna o Rangitāne, e hine mā, e tama mā, tēnei rā ka whakatakoto atu i ngā whakariterite nei hei hapai ake mā koutou. Hāpainga, hikitia, whakatipuria ngā rauemi nei ka whakahokia mai ki a tāua. Kia mau ki to koutou Rangitānetanga, ka kawe atu ai ki te ao mārama. Tīhei mauri ora.

1 BACKGROUND

Mandate and terms of negotiation

1.1 Rangitāne, in January and February 2011 by mandate hui, gave the Rangitāne Settlement Negotiations Trust a mandate to negotiate with the Crown a deed of settlement settling the historical claims of Rangitāne.

1.2 The Crown recognised this mandate on 11 October 2011.

1.3 The mandated body and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 29 August 2012.

Nature and scope of deed of settlement agreed

1.4 The mandated body and the Crown have agreed, in principle, the nature and scope of the deed of settlement.

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

Approval and signing of this agreement in principle

1.6 The trustees of the mandated body, have –

1.6.1 approved this agreement in principle; and

1.6.2 agreed to enter it on behalf of the people of Rangitāne.

2 AGREEMENT IN PRINCIPLE

2.1 Rangitāne and the Crown agree –

2.1.1 that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle; and

2.1.2 to work together in good faith to develop, as soon as reasonably practicable, a deed of settlement based on this agreement in principle. In particular, parties will work together to resolve any matters in relation to clause 3.5 of this agreement in principle, and agree or determine (where applicable) those matters under clauses 3.8 and 9.2; and

2.1.3 the deed of settlement is to be signed on behalf of Rangitāne by the mandated body, and the governance entity, and the Crown.

3 SETTLEMENT

Settlement of historical claims

3.1 The deed of settlement is to provide that, on and from the settlement date, -

3.1.1 the historical claims of Rangitāne are settled; and

3.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and

3.1.3 the settlement is final.

3.2 The definitions of the historical claims, and of Rangitāne, are to be based on the definitions of those terms in Schedule 1.

Terms of settlement

3.3 The terms of the settlement provided in the deed of settlement are to be

3.3.1 those in Schedule 2; and

3.3.2 any additional terms agreed by the parties.

Redress

3.4 The deed of settlement is to provide for redress in accordance with this agreement in principle.

3.5 However, the deed of settlement will include –

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

3.5.2 a property that this agreement in principle specifies as a potential cultural redress property, or a potential commercial redress property, subject to final written confirmation from the Crown that each of those properties is available. If any such potential property is not available, the Crown is under no obligation to substitute that property with another property.

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

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

Transfer or vesting of settlement properties

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

3.8.1 a redress property will be subject to –

(a) any further identification and/or survey required; and

(b) Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise); and

(c) sections 10 and 11 of the Crown Minerals Act 1991; and

(d) any relevant provisions included in the settlement documentation.

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

(a) describes as existing at the date of the deed of settlement; or

(b) requires to be created on or before the settlement date.

4 HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY

4.1 The deed of settlement is to include –

4.1.1 an agreed account of the historical relationship between Rangitāne and the Crown to be developed by the parties; and

4.1.2 the Crown's provisional acknowledgements of its breaches of the Treaty of Waitangi/Te Tiriti o Waitangi as set out in Schedule 3, to be included in the historical account; and

4.1.3 a Crown apology, once finalised, for those breaches of the Treaty of Waitangi/Te Tiriti o Waitangi.

5 CULTURAL REDRESS

General

5.1 All items of cultural redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed

5.1.1 the Crown confirming that any residual overlapping claim issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and

5.1.2 any other conditions specified in the cultural redress tables provided below and set out in clauses 3.5, 3.8 and 9.2 of this agreement in principle.

Potential cultural redress properties

5.2 The deed of settlement is to provide that the settlement legislation will vest in the governance entity those of the properties described in Table 1 below as potential cultural redress properties that the parties agree are to be cultural redress properties. The vesting will be subject to the specific conditions and encumbrances noted in Table 1 below and the conditions set out in Parts 9 and 10.

5.3 If the parties agree a potential cultural redress property is to be vested as a cultural redress property, it will be vested in the governance entity on the basis provided in Table 1 below.

Table 1 - Potential cultural redress properties

Name of area	**General description/location**	**Conditions of vesting/specific conditions currently known (indicative only and subject to change)**
Makirikiri Scenic Reserve	7.8913 hectares, approximately, being Section 19 Block II Tahoraiti Survey District. All computer freehold register HBK2/242. Subject to survey. Dannevirke Refer **Map 1** in Attachment One	Subject to scenic reserve status Subject to right of way easement to be provided Governance Entity to administer
Kumeti Road Site	0.15 hectares, approximately, being Part Section 1 Block XI Norsewood Survey District. Part *Gazette* 1905 p. 2764. Subject to survey. Ruahine Forest Park Refer **Map 2** in Attachment One	Fee simple Subject to and together with right of way easements to be provided
Hamua Recreation Reserve	3.8707 hectares, more or less, being Section 148 Block XIV Mangahao Survey District. All *Gazette* 2009 p. 3896. 0.287 hectares, more or less, being Section 157 Block XIV Mangahao Survey District. All *Gazette* notice 425076.1. Inclusion of Section 157 is to be confirmed and is not part of the Hamua Recreation Reserve Eketahuna Refer **Map 3** in Attachment One	Fee simple

Bruce Road Recreation Reserve and Part Ruamahanga Conservation Area	10.5056 hectares, approximately, being Sections 28 and 29 SO 31853. Part *Gazette* 1889 p. 880. Subject to survey 1.9629 hectares, approximately, being Sections 30 and 31 SO 34764. All Transfer B056035.1. Subject to survey. Mount Bruce Refer **Map 4** in Attachment One	Fee simple Investigate if new easement will be required to provide continued access to adjoining property Subject to a 5m reduced width marginal strip
MT Holdsworth Road site	0.2 hectares, approximately, being part Lot 1 DP 10247. Part computer freehold register WN428/229. Subject to survey. Mount Holdsworth Refer **Map 6** in Attachment One	Subject to recreation reserve status Governance Entity to administer
Maharahara	5 hectares, approximately (in vicinity of the peak), being Part Maharahara, Part *Gazette* 1900 p.429 and Part Maharahara, Part *Gazette* notice B208861.1. Subject to survey. Ruahine Forest Park Refer **Map 7** in Attachment One	Subject to scenic reserve status Governance Entity to administer
Matanginui	5 hectares, approximately (in vicinity of the peak), being Part Maharahara, Part *Gazette* 1900 p. 429, Part Maharahara, Part *Gazette* notice B208861.1, Part Tamaki 5 and Part Section 1 Block XI Norsewood Survey District, Part Gazette 1905 p. 2764. Subject to survey.	Subject to scenic reserve status Governance Entity to administer

	Ruahine Forest Park Refer **Map 8** in Attachment One	

Potential cultural site to be jointly vested

5.4 Table 2 below sets out the cultural redress property that the Crown will jointly vest in fee simple to Rangitāne and Ngāti Kahungunu ki Wairarapa Tamaki Nui-ā-Rua. The vesting will be subject to the specific conditions and encumbrances noted in Table 2 below and the conditions set out in Parts 9 and 10.

Table 2 – Potential cultural site to be jointly vested in fee-simple

Name of area	**General description/location**	**Conditions of vesting/specific conditions currently known (indicative only and subject to change)**
Mataikona Recreation Reserve	2.0220 hectares, approximately, being Section 9 Mataikona Settlement. All *Gazette* notice B377376.1. Subject to survey. Mataikona Refer **Map 5** in Attachment One	Joint vesting dependent on agreement of Rangitāne and Ngāti Kahungunu ki Wairarapa Tamaki Nui-ā-Rua Arrangement to receive and hold the site is to be agreed by Rangitāne and Ngāti Kahungunu ki Wairarapa Tamaki Nui-ā-Rua Fee simple

Maunga

5.5 Rangitāne define themselves through the maunga that surround the Wairarapa and Tamaki Nui-ā-Rua regions. These maunga define the physical boundaries of these regions, and provide sustenance and sanctuary for the iwi. Rangitāne named these maunga and Rangitāne have maintained the whakapapa kōrero that describes their relationship with them.

5.6 The deed of settlement is to provide for the following settlement redress with respect to maunga of significance to Rangitāne

5.6.1 a statutory acknowledgement and a deed of recognition in respect of Jumbo (Pukeahurangi), being an area of 5 hectares over the peak and Mitre (Pukeamoamo), being an area of 5 hectares over the peak in the Tararua Forest Park, as shown on maps 17 and 18 in Attachment One, on the terms as set out in clauses 5.12,5.15 and 5.16;

5.6.2 the vesting of Maharahara and Matanginui on the terms set out in clauses 5.2 and 5.3, if parties agree these potential cultural redress properties are to be vested as cultural redress properties;

5.6.3 in relation to Oporae Trig, redress on the terms set out in clause 6.6.

Pukaha/Mount Bruce (the Mount Bruce Scenic Reserve and the Mount Bruce National Wildlife Centre Reserve)

5.7 Ko Pukaha te mōrehu ngāhere, mōrehu whenua nō Te Tapere nui o Whātonga. Rangitāne had an intimate relationship with Te Tāpere nui o Whātonga. It was an important mahinga kai, mahinga rākau, and ara hāereere for Rangitāne ancestors. Pukaha is the final remnant of the great forest of Whātonga. Rangitāne value it for its connectedness to Rangitāne ancestors, and the Rangitāne ability to undertake their cultural practices. Rangitāne also value their relationship with the Department of Conservation and the National Wildlife Centre that has evolved over recent years.

5.8 The deed of settlement is to provide for the following settlement redress with respect to Pukaha/Mount Bruce:

5.8.1 the transfer of those areas described in Table 3 below to the governance entity within a specified period from the settlement date, subject to the governance entity gifting those areas back to the Crown for the benefit of the people of New Zealand within a specified period from the date of transfer. The details of the transfer and gift back arrangement will be consistent with recent Treaty settlements; and

5.8.2 a declaration of an overlay classification over the Mount Bruce Scenic Reserve and the Mount Bruce National Wildlife Centre Reserve (as provided for in clause 5.9); and

5.8.3 the inclusion of a provision in the Department of Conservation relationship agreement (as provided for in clause 5.29) that focuses on strengthening the strategic and advisory role of the governance entity in relation to the Mount Bruce Scenic Reserve and the Mount Bruce National Wildlife Centre.

Table 3 – Transfer and gift back

Area to which the transfer and gift back is to apply	**Location**
Mount Bruce Scenic Reserve	Mount Bruce Refer **Map 9** in Attachment One
Mount Bruce National Wildlife Centre Reserve	Mount Bruce Refer **Map 10** in Attachment One

Overlay classification

5.9 The deed of settlement is to provide for the settlement legislation to

5.9.1 declare the areas described in Table 4 below as subject to an overlay classification; and

5.9.2 provide the Crown's acknowledgement of the statements of Rangitāne values in relation to the areas; and

5.9.3 require the New Zealand Conservation Authority, and relevant conservation boards -

(a) when considering a conservation document, in relation to the area, to have particular regard to –

(i) the statement of Rangitāne values; and

(ii) the protection principles agreed by the parties; and

(b) before approving a conservation document, in relation to the area to –

(i) consult with the governance entity; and

(ii) have particular regard to its views as to the effect of the document on Rangitāne values and the protection principles; and

5.9.4 require the Director-General of Conservation to take action in relation to the protection principles; and

5.9.5 enable the making of regulations by the Governor General on the recommendation of the Minister of Conservation and bylaws made by the Minister of Conservation, in relation to the area.

Table 4 – Overlay classification

Overlay areas to which the overlay classification is to apply	**Location**
Castlepoint Scenic Reserve	Castlepoint Refer **Map 11** in Attachment One
Haukōpua Scenic Reserve	Pahiatua Refer **Map 12** in Attachment One
Mount Bruce Scenic Reserve	Mount Bruce Refer **Map 9** in Attachment One

Mount Bruce National Wildlife Centre Reserve	Mount Bruce Refer **Map 10** in Attachment One

5.10 The Rangitāne statements of values in relation to the areas in Table 4 are contained in Schedule 4.

5.11 In general, overlay classifications are exclusive redress offered to one claimant group. In some situations where two groups seek an overlay classification over the same area, the Crown may offer a joint overlay classification on the basis there is one set of principles developed in collaboration between the two claimant groups and the Department of Conservation. The Crown will discuss with Rangitāne any requests from other iwi who seek an overlay classification over any sites where the Crown has offered an overlay classification to Rangitāne.

Statutory acknowledgements

5.12 The deed of settlement is to provide for the settlement legislation to –

5.12.1 provide the Crown's acknowledgement of the statements by Rangitāne of their particular cultural, spiritual, historical, and traditional association with each of the areas described in Table 5 below as statutory areas to the extent that those areas are owned by the Crown; and

5.12.2 require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement; and

5.12.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area; and

5.12.4 require relevant consent authorities to forward to the governance entity a copy of a resource consent application notice under section 145(10) of the Resource Management Act 1991; and

5.12.5 enable the governance entity, and any member of Rangitāne, to cite the statutory acknowledgement as evidence of the Rangitāne association with a statutory area.

5.13 The statutory acknowledgements

5.13.1 will not affect the lawful rights or interests of a person who is not party to the deed of settlement;

5.13.2 in relation to a river or stream, including a tributary

(a) apply only to –

(i) the continuously or intermittently flowing body of fresh water, including a modified watercourse, that comprises the river or stream; and

(ii) the bed of the river or stream, which is the land that the waters of the river or stream cover at their fullest flow without flowing over the banks of the river or stream; but

(b) do not apply to

(i) a part of the bed of the waterway that is not owned by the Crown; or

(ii) those parts of the riverbeds that are within the coastal marine area as defined in the Marine and Coastal Area (Takutai Moana) Act 2011.

5.13.3 the statutory acknowledgement over the coastal marine area

(i) will not extend into the areas covered by river statutory acknowledgements; and

(ii) does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to that area, including rights set out in the Marine and Coastal Area (Takutai Moana) Act 2011.

5.14 The statements of association for the statutory areas in Table 5 are contained in Schedule 5.

Table 5 – Statutory acknowledgements

Statutory areas to which the statutory acknowledgement is to apply	**Location**
Coastal marine area	Coastal area from Cape Turnagain to Turakirae Head Refer **Map 13** in Attachment One
Lowes Bush Scenic Reserve	Carterton Refer **Map 14** in Attachment One
Rewa Bush Conservation Area	Masterton Refer **Map 15** in Attachment One
Oumakura Scenic Reserve	Masterton Refer **Map 16** in Attachment One

Jumbo (Pukeahurangi)	Tararua Forest Park Refer **Map 17** in Attachment One
Mitre (Pukeamoamo)	Tararua Forest Park Refer **Map 18** in Attachment One
Manawatu River and its tributaries	Tamaki Nui-ā-Rua (Northern Wairarapa) Refer **Map 19** in Attachment One
Ruamahanga River and its tributaries	Wairarapa Refer **Map 20** in Attachment One
Akitio River and its tributaries	Central Wairarapa Refer **Map 21** in Attachment One
Wainui River and its tributaries	Tamaki Nui-ā-Rua (Northern Wairarapa) Refer **Map 22** in Attachment One

Deeds of recognition

5.15 The deed of settlement is to require that the Crown provide the governance entity with the deeds of recognition in relation to the statutory areas referred to in Table 6 below to the extent that those areas are owned and managed by the Crown.

5.16 A deed of recognition will require the Minister of Conservation and the Director-General of Conservation or the Commissioner of Crown Lands as the case may be, when undertaking certain activities within a statutory area, to –

5.16.1 consult the governance entity; and

5.16.2 have regard to its views concerning Rangitāne association with the statutory area as described in a statement of association.

Table 6 – Deeds of recognition, issued by the Minister of Conservation and the Director-General of Conservation

Statutory areas to which the deed of recognition is to apply	**Location**
Rewa Bush Conservation Area	Masterton Refer **Map 15** in Attachment One
Lowes Bush Scenic Reserve	Carterton

	Refer **Map 14** in Attachment One
Oumakura Scenic Reserve	Masterton Refer **Map 16** in Attachment One
Jumbo (Pukeahurangi)	Tararua Forest Park Refer **Map 17** in Attachment One
Mitre (Pukeamoamo)	Tararua Forest Park Refer **Map 18** in Attachment One

Wairarapa Moana (Lake Wairarapa and Lake Onoke)

5.17 The Crown acknowledges that Rangitāne have interests in Lake Wairarapa and Lake Onoke which are of cultural, historical and spiritual importance to the iwi and that Rangitāne wish to negotiate redress reflective of those interests.

5.18 The Crown is also in Treaty settlement negotiations with Ngāti Kahungunu ki Wairarapa Tamaki Nui-a-Rua in relation to Wairarapa Moana.

5.19 In Treaty settlement negotiations with respect to Lake Wairarapa and Lake Onoke and the consideration of any proposal for redress, the Crown will consider the interests of all iwi with interests in these Lakes.

Awa

5.20 Rangitāne define themselves through the awa that run through the Wairarapa and Tamaki Nui-ā-Rua regions. These awa provide sustenance and enjoyment for the iwi, and remind Rangitāne of the actions and feats of their tūpuna, in particular, Haunui a Nanaia. Rangitāne have maintained the whakapapa kōrero that describe their relationship with these awa.

5.21 The Crown's policy is to develop single mechanisms for redress over natural resources that are designed to accommodate all iwi with interests in the redress.

Manawatu River

5.22 The Manawatu River is an ancestral waterway for Rangitāne which many hapū refer to as the awa in their pēpeha. The River was named by the tupuna, Haunui a Nanaia, because of its huge width at the exit to the sea on the west coast although its source is in the eastern Ruahine Ranges near Norsewood in Tamaki Nui-ā-Rua. The River was an important means of travel and communication which linked the various Rangitāne settlements along its banks both east and west of the Ruahine and Tararua Ranges. The Manawatu Gorge is an important cultural feature to Rangitāne.

5.23 The deed of settlement is to provide for the following settlement redress with respect to the Manawatu River and its tributaries within the area of interest:

5.23.1 the Crown's acknowledgement of the statement by Rangitāne of their particular cultural, spiritual, historical, and traditional association to the Manawatu River and its tributaries as provided for in clause 5.12; and

5.23.2 for the governance entity to have statutory membership on the Manawatu River Advisory Board, proposed to be established through the Rangitāne o Manawatu deed of settlement and settlement legislation. The advisory board is intended to work in a collaborative manner with the Horizons Regional Council with the common purpose of addressing and promoting the health, wellbeing, sustainable use and mana of the Manawatu River within the jurisdiction of the Horizons Regional Council. The role of the advisory board would be to provide advice to the Horizons Regional Council in relation to the freshwater management issues relating to the Manawatu River catchment under the Resource Management Act 1991.

Rivers and tributaries within the Wairarapa

5.24 The Crown invites Rangitāne to participate in collective discussions together with Ngāti Kahungunu ki Wairarapa Tamaki Nui-a-Rua, the Greater Wellington Regional Council and relevant Crown agencies to discuss iwi aspirations for rivers and catchments within the Wairarapa region, acknowledging the interests of these iwi in the rivers and tributaries. It is acknowledged that the Rangitāne aspiration is for a joint committee model with respect to the rivers and tributaries within the Wairarapa region.

New and altered geographic name proposals

5.25 The Crown invites Rangitāne to submit new and altered place name proposals for geographic features within the Rangitāne area of interest to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa, as soon as practicable after the signing of this agreement in principle and before the deed of settlement is initialled, to be processed under the standard Treaty name processes followed by the Board.

New and altered Department of Conservation names

5.26 The Crown invites Rangitāne to submit a list of new and altered Crown protected area name proposals in relation to the names of Crown protected areas administered by the Department of Conservation within the Rangitāne area of interest that Rangitāne wpi;d would wish to have changed. The Crown agrees to consider the proposed changes before the deed of settlement is initialled.

Protocols

5.27 The deed of settlement is to require that the responsible Minister issue the governance entity with the protocols referred to in Table 7 below.

5.28 A protocol will provide for the Crown's interaction with the governance entity in relation to specified matters.

Table 7 – Protocols

Responsible Minister	Protocol
Minister for Arts, Culture and Heritage	Taonga Tūturu (contained in Schedule 6)
Minister of Energy and Resources	Crown Minerals (contained in Schedule 7)

Relationship Agreement with the Department of Conservation

5.29 The deed of settlement will provide for the Department of Conservation to enter into a relationship agreement with the governance entity.

5.30 The parties intend that the relationship agreement will enable the Department of Conservation -

5.30.1 and the governance entity to maintain a positive, collaborative and enduring relationship into the future; and

5.30.2 the governance entity to strengthen the strategic and advisory role of the governance entity in relation to the Mount Bruce Scenic Reserve and the Mount Bruce National Wildlife Centre Reserve (Pukaha/Mount Bruce); and

5.30.3 to undertake to give appropriate recognition and provision for the association, values and objectives, of Rangitāne to sites of significance to the iwi (Whenua Tūturu sites) within the Rangitāne area of interest, including the sites listed in Table 8 below, in the Department's administration of those sites; and

5.30.4 the governance entity to undertake an integrated approach to the management of the MT Holdsworth Road site.

Table 8 – Whenua Tūturu sites

Name of site
Mount Bruce Scenic Reserve
Mount Bruce National Wildlife Centre
Ruahine Forest Park
Ruahine Forest West
Ruahine Forest East
Tararua Forest Park
Castlepoint Scenic Reserve
Lowes Bush Scenic Reserve
Rewa Bush Conservation Area
Puketoi Conservation Area
Haukōpua Scenic Reserve
Lake Wairarapa Scenic Reserve
Lake Wairarapa Wetland Conservation Area
Wairarapa Lakeshore Scenic Reserve
Owahanga Landing Reserve

Mathews and Boggy Pond Wildlife Reserve
Oumakura Scenic Reserve
Makuri Gorge Scenic Reserve
Ngāpotiki Scenic Reserve (Cape Palliser)
Kupe's Sail Rock Recreation Reserve (Ngā Rā o Kupe)

5.31 The relationship agreement with the Department of Conservation is contained in Schedule 8.

Relationship Agreement with the Ministry for the Environment

5.32 The deed of settlement will provide for a relationship agreement with the Ministry for the Environment to enter into a relationship with the governance entity.

5.33 The parties intend that the relationship agreement will:

5.33.1 enable the Ministry and governance entity to maintain a constructive working relationship; and

5.33.2 enable the governance entity to engage with the Ministry on the effect and implementation of the Resource Management Act 1991 (RMA) in the Rangitāne area of interest, and on any other matters within scope of the Ministry of the Environment's role and functions.

5.34 The relationship agreement with the Ministry for the Environment is contained in Schedule 9.

Letters of introduction to government agencies and local authorities

5.35 The deed of settlement will provide for the Minister for Treaty of Waitangi Negotiations to write letters of introduction to the following government agencies and local authorities, to introduce Rangitāne and the governance entity:

5.35.1 Ministry of Education;

5.35.2 Ministry of Social Development;

5.35.3 Wairarapa District Health Board;

5.35.4 Mid Central District Health Board;

5.35.5 Hutt Valley District Health Board

5.35.6 Horizons Regional Council;

5.35.7 Central Hawke's Bay District Council;

5.35.8 Carterton District Council;

5.35.9 South Wairarapa District Council;

5.35.10 Greater Wellington Regional Council;

5.35.11 Masterton District Council; and

5.35.12 Tararua District Council.

5.36 The purpose of the letters is to raise the profile of Rangitāne with these bodies. The text of the letters will be agreed between the mandated body and the Crown and issued as soon as practicable after the signing of the agreement in principle and before settlement date.

Māori Land Court District: aspiration for name change

5.37 Rangitāne have sought to change the name of the Māori Land Court district from 'Tākitimu' to 'Ikaroa'. The Crown acknowledges the importance of this aspiration to Rangitāne. This process is governed by section 15 of Te Ture Whenua Māori Act 1993 and will sit outside of Treaty settlement negotiations.

Cultural redress non-exclusive

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

Other matters

5.39 To the extent that Wai 420 is a historical claim, it will be settled through the Rangitāne deed of settlement. The settlement does not preclude Rangitāne, including the Wai 420 claimants, from pursuing any extant rights and interests under the Marine and Coastal Area (Takutai Moana) Act 2011.

5.40 Any intention to seek an agreement under the Marine and Coastal Area (Takutai Moana) Act 2011 will be received and considered by the Crown independent of and outside the negotiation of the historical Te Tiriti o Waitangi/the Treaty of Waitangi Settlement of Rangitāne.

6 FINANCIAL AND COMMERCIAL REDRESS

General

6.1 All items of commercial redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:

6.1.1 the Crown confirming that any residual overlapping claim issues in relation to any item of redress have been addressed to the satisfaction of the Crown; and

6.1.2 any other conditions specified in the commercial redress tables provided below and set out in clauses 3.5, 3.8 and 9.2 of this agreement in principle.

Financial and commercial redress amount

6.2 The deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the financial and commercial redress amount of $32.500 million less –

6.2.1 the total of the transfer values (determined in accordance with the valuation process in Schedules 10 and 11) of any properties that the deed of settlement provides are commercial redress properties to be transferred to the governance entity on the settlement date.

Potential commercial redress properties

6.3 The deed of settlement is to provide that the Crown must transfer to the governance entity on the settlement date those of the properties described in Table 9 below as potential commercial redress properties that the parties agree are to be commercial redress properties.

Table 9 –Potential commercial redress properties

Landholding Agency	Property Name/Address	General description/ location	Conditions of transfer / Specific conditions currently known
OTS Landbank	Former Landsdowne School Te Ore Ore Road/ 4 Blair Street, Masterton	0.9385 hectares, more or less, being Parts Lot 3 and Part Lots 4, 5 and 6 DP 1361. All computer freehold register 385714. 0.0028 hectares, more or less, being Section 194 Masterton Small Farms Settlement. All computer freehold register WN439/239. 0.7249 hectares, more or less, being Lots 7, 8 and 9 DP 1361 and Section	

		101 Masterton Small Farms Settlement. Balance computer freehold register 385719. 0.3850 hectares, more or less, being Lot 1 DP 375513. All computer freehold register 303891.	
OTS Landbank	Wingate Road, Opaki	1.5 hectares, approximately, being Part Section 11 Block XIII Koruranga Survey District and Part former Ruamahanga Riverbed. All computer freehold register WN42C/123. Subject to survey. 4.2694 hectares, more or less, being Sections 1 and 2 SO 12118. All computer freehold register WN42C/121. 4.0468 hectares, approximately, being Part Section 11 Block XIII Koruranga Survey District. All computer freehold register WN42C/122. Subject to survey.	Subject to marginal strip
OTS Landbank	Former Hillcrest School and former teacher's residence Cuba Street/York Street, Dannevirke	1.9040 hectares, more or less, being Lot 1 DP 8085. All computer freehold register 242469.	Investigate and confirm if existing garage encroach on adjoining Council land.

OTS Landbank	8 Mangahao Road, Pahiatua	0.0939 hectares, more or less, being Part Lot 1 DP 11538. All computer freehold register 479481.	
OTS Landbank	SH2 & Mangaoranga Road, Eketahuna	2.5389 hectares, approximately, being Lot 1 DP 87102 and Section 156 Block X Mangaone Survey District. Subject to survey.	Investigate and confirm site has no graves (on eastern end of Section 156)
OTS Landbank	37 Perry Street, Masterton	0.0836 hectares, more or less, being Lot 1 DP 9822. All computer freehold register WN47D/168.	
OTS Landbank	67 Renall Street, Masterton	0.2023 hectares, more or less, being Lots 1 and 2 DP 29960. All computer freehold registed WN54C/104.	
Land Information New Zealand	Ngāumu Forest	TBC	*Licensed Land* Up to an area of 30% of the total Crown forest land area to be split from Licence to be confirmed. Subject to ongoing protection of public access, operational considerations, any necessary survey and agreement with overlapping claimants as to the allocation of this land.

Licensed land

6.4 If a commercial redress property to be transferred to the governance entity is –

6.4.1 licensed land, the settlement documentation is to provide –

(a) the licensed land is to cease to be Crown forest land upon registration of the transfer; and

(b) from the settlement date, the governance entity is to be, in relation to the licensed land, –

(i) the licensor under the Crown forestry licence; and

(ii) a confirmed beneficiary under clause 11.1 of the Crown Forestry Rental Trust deed; and

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

Right of First Refusal

6.5 The settlement documentation is to provide that –

6.5.1 the governance entity has a right of first refusal (an RFR) in relation to a disposal by the Crown of any of the land described in Table 10 below as potential RFR land that the parties agree is to be RFR land if, on the settlement date, it is owned by the Crown; and

6.5.2 the RFR will apply for 174 years from the settlement date.

Table 10 – Potential RFR land

Landholding Agency	**Property Name/Address**	**General description/ location**
Ministry of Education	Dannevirke High School (**Crown owned parcels only**)	Dannevirke
Ministry of Education	Wairarapa College	Masterton
Land Information New Zealand	Oporae Trig	Weber

7 OVERLAPPING CLAIMS PROCESS

Process for resolving overlapping claims

7.1 The development of this agreement in principle has been informed by the overlapping claims process set out in attachment 3, which the parties agreed to implement following the signing of the terms of negotiation specified at clause 1.3.

7.2 The Crown is ultimately responsible and accountable for the overall overlapping claims process. The Crown must act in accordance with its Treaty obligations and will also be informed by Waitangi Tribunal reports and recommendations. The Crown –

7.2.1 has a duty to act in good faith to all groups who have interests in the area to be covered by the Rangitāne deed of settlement;

7.2.2 must ensure it actively protects the interests of overlapping groups; and

7.2.3 must avoid unreasonably prejudicing its ability to reach a fair settlement with other groups in the future, while not unduly devaluing the offer to Rangitāne.

7.3 Following the signing of this agreement in principle, parties will work together with overlapping claimant and settled groups to resolve any remaining overlapping claims matters. If after working together the overlapping claims remain unresolved, the Crown may have to make a final decision. In reaching any decisions on overlapping claims, the Crown is guided by two general principles:

7.3.1 the Crown's wish to reach a fair and appropriate settlement with Rangitāne without compromising the existing settlements of settled groups; and

7.3.2 the Crown's wish to maintain, as far as possible, its capability to provide appropriate redress to other claimant groups and achieve a fair settlement of their historical claims.

7.4 The process for resolving remaining overlapping claims matters is set out in Table 11 below.

Table 11 – Next steps in overlapping claims process for Rangitāne

Next steps	**Timeframe**
Agreement in Principle (AIP) uploaded to Office of Treaty Settlements website	28 March 2014
Office of Treaty Settlements writes to all overlapping groups advising of the Crown offer in the AIP, seeking submissions (written confirmation of support, agreement reached with Rangitāne or identification of issues for discussion)	April 2014
Overlapping groups to provide submissions to OTS Rangitāne to report back on engagement with overlapping groups and advise of any agreements reached	14 May 2014

Office of Treaty Settlements, Rangitāne and affected overlapping groups to agree a process to try and resolve issue(s)	28 June 2014
Office of Treaty Settlements assesses submissions and reports to the Minister for Treaty of Waitangi Negotiations providing an update on overlapping claims and if there are issues advises the Minister of a process to resolve those issues	July 2014
Facilitated meetings or Crown to attend meetings with Rangitāne and overlapping group if requested Iwi to agree on a solution to the issue. If no agreement reached, then Office of Treaty Settlements will seek a preliminary decision in August on unresolved issues/overlapping claims	August 2014
Minister for Treaty of Waitangi Negotiations to advise overlapping groups of preliminary decision on unresolved issues, and offers officials to meet to discuss	2014
Responses from affected overlapping groups on Minister's decision	2014
Office of Treaty Settlements report to Minister for Treaty of Waitangi Negotiations on final decisions on overlapping claims and Rangitāne settlement package	Date to be confirmed
Cabinet consideration of Rangitāne deed of settlement package	Date to be confirmed
Parties aim to initial deed of settlement	Date to be confirmed

8 INTEREST AND TAX

Interest

8.1 The deed of settlement is to provide for the Crown to pay the governance entity, on the settlement date, interest on the financial and commercial redress amount specified in clause(s) 6.2 and 6.2.1, -

8.1.1 for the period –

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

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

(c) at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.

8.2 The interest is to be –

8.2.1 subject to any tax payable; and

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

Tax

8.3 Subject to the Minister of Finance's consent, the deed of settlement is to provide that the Crown must indemnify the governance entity for any GST or income tax payable in respect of the provision of Crown redress.

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

8.4.1 an input credit for GST purposes; or

8.4.2 a deduction for income tax purposes.

9 NEXT STEPS

Disclosure information

9.1 The Crown will, as soon as reasonably practicable, prepare and provide to Rangitāne disclosure information in relation to –

9.1.1 each potential cultural redress property; and

9.1.2 each potential commercial redress property.

Resolution of final matters

9.2 The parties will work together to agree, as soon as reasonably practicable, all matters necessary to complete the deed of settlement, including agreeing on or determining as the case may be –

9.2.1 the terms of the –

(a) historical account; and

(b) Crown's apology; and

9.2.2 the cultural redress properties, the commercial redress properties, the RFR land from the potential properties or land provided in the relevant table, and if applicable, any conditions that will apply; and

9.2.3 the transfer values of the other commercial redress properties (in accordance with the valuation process in Schedule 10, or by another valuation process as agreed in writing between the landholding agency and Rangitāne); and

9.2.4 the transfer value for the licensed land in accordance with the valuation process in Schedule 11; and

9.2.5 the official geographic names; and

9.2.6 the terms of the following (which will, where appropriate, be based on the terms provided in recent settlement documentation):

(a) the cultural redress; and

(b) the transfer of the commercial redress properties; and

(c) the RFR, including the circumstances in which RFR land may be disposed of without the RFR applying; and

(d) the tax indemnity; and

9.2.7 the following documents:

(a) the statement of Rangitāne values and the protection principles in relation to the overlay classification areas; and

(b) the deeds of recognition; and

(c) the conservation relationship agreement; and

(d) the settlement legislation; and

9.2.8 all other necessary matters.

Development of governance entity and ratification process

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

9.3.1 and before the signing of a deed of settlement, form a single governance entity that the Crown is satisfied meets the requirements of clause 10.1.2(a); and

9.3.2 develop a ratification process referred to in clause 10.1.2(a)(i) that is approved by the Crown.

10 CONDITIONS

Entry into deed of settlement conditional

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

10.1.1 Cabinet agreeing to the settlement and the redress; and

10.1.2 the Crown being satisfied Rangitāne have –

(a) established a governance entity that –

(i) is appropriate to receive the redress; and

(ii) provides, for Rangitāne, –

(I) appropriate representation; and

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

(III) full accountability; and

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

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

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

(iii) signatories to sign the deed of settlement on behalf of Rangitāne.

Settlement conditional on settlement legislation

10.2 The deed of settlement is to provide that the settlement is conditional on settlement legislation coming into force although some provisions may be binding on and from the date the deed of settlement is signed.

11 GENERAL

Nature of this agreement in principle

11.1 This agreement in principle –

11.1.1 is entered into on a without prejudice basis; and

11.1.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal; and

11.1.3 is non-binding; and

11.1.4 does not create legal relations.

Termination of this agreement in principle

11.2 The Crown or the mandated body, on behalf of Rangitāne, may terminate this agreement in principle by notice to the other.

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

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

Definitions

11.5 In this agreement in principle –

11.5.1 the terms defined in the definitions Schedule have the meanings given to them by that Schedule; and

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

Interpretation

11.6 In this agreement in principle –

11.6.1 headings are not to affect its interpretation; and

11.6.2 the singular includes the plural and vice versa.

11.7 Provisions in –

11.7.1 the Schedules to this agreement in principle are referred to as paragraphs; and

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

SIGNED on 28 March 2014

SIGNED for and on behalf of the Crown:

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

SIGNED for and on behalf of Rangitāne by the trustees of the Rangitāne Settlement Negotiation Trust:

Jason Reuben Warena Kerehi (Trustee)

Steven Mark Chrisp (Trustee)

Mavis Raglene Makuini Mullins (Trustee)

Richard Te Hurinui Jones (Trustee)

John Gilbert Sproat (Independent Trustee/Chair)

SCHEDULES

1 DEFINITIONS

Historical claims

1.1 The deed of settlement will provide that historical claims –

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

(a) is, or is founded on, a right arising –

a) from the Treaty of Waitangi/Te Tiriti o Waitangi or its principles; or

b) under legislation; or

c) at common law, including aboriginal title or customary law; or

d) from fiduciary duty; or

e) otherwise; and

(b) arises from, or relates to, acts or omissions before 21 September 1992 –

a) by, or on behalf of, the Crown; or

b) by or under legislation; and

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

(a) Wai 166 – Rangitāne o Tamaki Nui-ā-Rua claim; and

(b) Wai 175 – Hutt Valley and Cape Palliser lands (Rangitāne o Wairarapa – iwi wide) claim;

(c) Wai 171 – Tautane and other blocks claim;

(d) Wai 420 – Mataikona A2 claim;

(e) Wai 770 – Karaitiana Te Korou whānau claim;

(f) Wai 943 – Ngāti Te Hore claim;

(g) Wai 1008 – Anaru whānau claim;

(h) Wai 1568 – Rangitāne o Tamaki Nui-ā-Rua claim relating to interests in the Southern Hawke's Bay District;

(i) Wai 1634 – Rangitāne Tamaki Nui-a-Rua claim relating to interests in Te Ahu a Turanga Block, located West of the Ruahine and Tararua ranges;

(j) Wai 2211 – Te Hiko claim by Tami Thompson; and

1.1.3 does not include the following claims –

a) a claim that a member of Rangitāne, or a whānau, hapū, or group referred to in sub-paragraph 1.3.2 and sub-paragraph 1.3.3, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in paragraph 1.3 and paragraph 1.7; and

b) a claim that a representative entity may have to the extent the claim is, or is founded on, a claim referred to in paragraph 1.1.3a).

1.2 The deed of settlement will, to avoid doubt, provide sub-paragraph 1.1.1 is not limited by sub-paragraph 1.1.2.

Rangitāne (Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua)

1.3 The deed of settlement will provide that Rangitāne means

1.3.1 the collective group composed of persons who descend from a Rangitāne ancestor; and

1.3.2 every whānau, hapū, or group to the extent that it is composed of persons referred to in sub-paragraph 1.3.1, including the following hapū:

(a) Ngāti Hāmua;

(b) Ngāi Tamahau;

(c) Ngāti Te Raetea;

(d) Hinetearorangi;

(e) Ngāti Mātangiuru;

(f) Ngāti Te Hina;

(g) Ngāti Te Whātui;

(h) Ngāti Te Noti;

(i) Ngāti Tangatakau;

(j) Ngāti Taimahu;

(k) Ngāi Tūkoko;

(l) Ngāti Te Atawhā;

(m) Ngāti Te Whakamana;

(n) Ngāti Meroiti;

(o) Ngāti Hinetauira;

(p) Ngāti Tauiao;

(q) Ngāti Moe;

(r) Ngāti Te Rangiwhaka-ewa;

(s) Ngāti Mutuahi;

(t) Ngāti Pakapaka;

(u) Ngāti Parakiore;

(v) Te Kapuārangi;

(w) Ngāti Ruatōtara;

(x) Ngāti Rangitōtohu;

(y) Ngāti Te Koro o Ngā Whenua;

(z) Ngāti Matetapu;

(aa) Ngāti Whakawehi;

(bb) Ngāi Tahu;

and

1.3.3 Te Hika o Pāpāuma as defined at paragraph 1.7; and

1.3.4 every individual referred to in sub-paragraph 1.3.1.

1.4 The deed of settlement will provide, for the purposes of paragraph 1.1

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

(a) birth; or

(b) legal adoption; or

(c) Whāngai, Māori customary adoption in accordance with Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua tikanga (customary values and practices); and

1.5 **Rangitāne ancestor** means an individual who exercised customary rights, predominantly in relation to the Rangitāne area of interest at any time after 6 February 1840, by virtue of being descended from:

1.5.1 Rangitāne; or

1.5.2 A recognised ancestor of any of the groups referred to in the definition of Rangitāne above at paragraph 1.3.

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

(a) rights to occupy land; and

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

1.7 **Te Hika o Pāpāuma** means:

(a) the collective group comprised of individuals who descend from the ancestor Pāpāuma, who is the eponymous ancestor of Te Hika o Pāpāuma; and

(b) every whānau or group to the extent that it is composed of persons referred to in paragraph 1.7(a); and

(c) every individual referred to in paragraph 1.7(b).

For the purposes of clarity, there are strong whakapapa connections between Rangitāne and Te Hika o Pāpāuma and, together with intermarriage and geographic proximity to each other, a special relationship has developed that remains in place today.

Other definitions

1.8 In this agreement in principle –

area of interest means the area identified as the area of interest in attachment 2; and

business day means a day that is not –

(a) a Saturday or Sunday; or

(b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour day; or

(c) if Waitangi Day or ANZAC Day falls on a Saturday or Sunday, the following Monday; or

(d) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or

(e) a day that is observed as the anniversary of the province of –

(i) Wellington; or

(ii) Hawke's Bay; and

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

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

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

Crown redress –

(a) means redress –

(i) provided by the Crown to the governance entity; or

(ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and

(b) includes any right of the governance entity under the settlement documentation –

(i) of first refusal in relation to RFR land; but

(c) does not include

(i) an obligation of the Crown under the settlement documentation to transfer RFR land; or

(ii) RFR land; or

(iii) any on-account payment made before the date of this deed or to entities other than the governance entity; and

cultural redress means the redress to be provided under the settlement documentation referred to in part 5; and

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

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

disclosure information means –

(a) in relation to a redress property, the information provided by the Crown to the governance entity under clause 9.1; and

(b) in relation to a purchased deferred selection property, the disclosure information about the property the deed of settlement requires to be provided by the Crown to the governance entity; and

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

financial and commercial redress means the redress to be provided under the settlement documentation referred to in part 6; and

financial and commercial redress amount means the amount referred to as the financial and commercial redress amount in clause 6.2; and

governance entity means the governance entity formed by Rangitāne under clause 9.3; and

Horizons Regional Council means the regional council responsible for the Manawatu-Wanganui region and is a local authority as described in the Local Government Act 2002; and

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

(a) all trees growing, standing, or lying on the land; and

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

mandated body means the Rangitāne Settlement Negotiations Trust which the Crown has recognised as the entity that holds the mandate to represent Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua in negotiations to settle the historical claims as set out in the terms of negotiation between the Rangitāne Settlement Negotiations Trust and the Crown signed on 29 August 2012; and

market rental, in relation to a valuation property, has the meaning provided in the valuation instructions in appendix 1 to Schedule 10; and

market value, in relation to a valuation property, has the meaning provided in the valuation instructions in appendix 1 to Schedule 10; and

potential commercial redress property means each property described as a potential commercial redress property in Table 9; and

party means each of Rangitāne and the Crown; and

potential cultural redress property means each property described as a potential cultural redress property in Table 1 and Table 2; and

potential RFR land means the land described as potential RFR land in Table 10; and

protocol means a protocol referred to in Table 7; and

Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua means Rangitāne as set out in clauses 1.3 and 1.4 of Schedule 1; and

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

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

(b) the financial and commercial redress; and

(c) the cultural redress; and

redress property means -

(a) each cultural redress property; and

(b) each commercial redress property; and

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

representative entity means a person or persons acting for or on behalf of Rangitāne; and

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

(a) 27A of the State-Owned Enterprises Act 1986; or

(b) 211 of the Education Act 1989; or

(c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

RFR means the right of first refusal referred to in clause 6.6; and

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

valuation property means each other potential commercial redress property that is to be valued; and

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

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

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

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

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

settlement property means –

(a) each cultural redress property; and

(b) each commercial redress property; and

(c) any RFR land; and

statement of association means each statement of association referred to in clause 5.12.1; and

statutory acknowledgement means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 5.12 on the terms to be provided by the settlement legislation; and

statutory area means an area referred to in Table 5 as a statutory area; and

tax indemnity means the indemnity to be provided in the deed of settlement under clauses 8.3 and 8.4; and

transfer date in relation to the licensed land, means the date specified by the deed of settlement upon which the licensed land will transfer to a holding company approved by the Crown for this purpose; and

transfer value, in relation to a potential commercial redress property, means the amount payable by the governance entity for the transfer of the property determined or agreed in accordance with Schedule 10 and Schedule 11; and

Treaty of Waitangi/Te Tiriti o Waitangi means the Treaty of Waitangi as set out in Schedule 1 to the Treaty of Waitangi Act 1975; and

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

2 TERMS OF SETTLEMENT

Rights unaffected

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

Acknowledgments

2.2 Each party to the deed of settlement is to acknowledge in the deed of settlement that –

2.2.1 the other party has acted honourably and reasonably in relation to the settlement; but

2.2.2 full compensation of Rangitāne is not possible; and

2.2.3 Rangitāne intends their foregoing of full compensation to contribute to New Zealand's development; and

2.2.4 the settlement is intended to enhance the ongoing relationship between Rangitāne and the Crown (in terms of the Treaty of Waitangi/Te Tiriti o Waitangi, its principles, and otherwise).

2.3 Rangitāne is to acknowledge in the deed of settlement that –

2.3.1 taking all matters into consideration (some of which are specified in paragraph 2.2), the settlement is fair in the circumstances; and

2.3.2 the redress –

(a) is intended to benefit Rangitāne collectively; but

(b) may benefit particular members, or particular groups of members, of Rangitāne if the governance entity so determines in accordance with the governance entity's procedures.

Implementation

2.4 The deed of settlement is to provide the settlement legislation will, on terms agreed by the parties (based on the terms in recent settlement legislation), –

2.4.1 settle the historical claims; and

2.4.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and

2.4.3 provide that certain enactments do not apply –

(a) to a redress property or any RFR land; or

(b) for the benefit of Rangitāne or a representative entity; and

2.4.4 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for, the settlement properties; and

2.4.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not apply –

(a) where relevant, to any entity that is a common law trust; and

(b) to any settlement documentation; and

2.4.6 require the Secretary for Justice to make copies of the deed of settlement publicly available.

2.5 The deed of settlement is to provide –

2.5.1 the governance entity must use its best endeavours to ensure every historical claim is discontinued by the settlement date or as soon as practicable afterwards; and

2.5.2 the Crown may –

(a) cease any land bank arrangement in relation to Rangitāne, the governance entity, or any representative entity, except to the extent necessary to comply with its obligations under the deed;

(b) after the settlement date, advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement.

3 HISTORICAL ACCOUNT

Provisional Crown Acknowledgements to Rangitāne

The Crown acknowledges that it has failed to deal with the longstanding grievances of Rangitāne in an appropriate way and that recognition of these grievances is long overdue.

Crown purchasing pre-1865

The Crown acknowledges that:

- it applied pressure to Rangitāne rangatira and communities to end the pastoral leases established with Pākehā settler runholders in the 1840s and early 1850s, and instead sell their land to the Crown;
- the educational, health, economic and other development benefits that Rangitāne expected following sale to the Crown and Pākehā settlement did not always materialise;
- it carried out an extensive series of purchases in the period 1853-1865 in Wairarapa and Tamaki Nui-ā-Rua, and that in respect of these purchases it breached Te Tiriti o Waitangi/ the Treaty of Waitangi and its principles by:
    - failing to obtain the consent of key rights holders in the Tautāne block purchase, including Hēnare Matua, rangatira at Tautāne, who wished to retain the land;
    - failing to adequately discharge its obligations under some purchase deeds to set aside for Māori purposes a portion or 'five percent' of funds the Crown derived from settlers by on-selling land; and
    - failing to properly survey, set aside or protect from being taken up by settlers, lands intended to be reserved from some purchases, or unreasonably delaying issuing grants of reserves where these were promised.

Seventy Mile Bush/ Tamaki Nui-ā-Rua post-1865

The Crown acknowledges that:

- it failed to ensure that a number of reserve blocks in Seventy Mile Bush could be brought within the Native Equitable Owners legislative regime, which would have allowed all those interested in the land to be identified on titles;
- in some cases it applied unreasonable pressure to obtain signatures in favour of sale of certain Seventy Mile Bush blocks; and
- these Crown actions and omissions caused prejudice to Rangitāne and were in breach of Te Tiriti o Waitangi/ the Treaty of Waitangi and its principles.

Native Land Laws

The Crown acknowledges that the operation and impact of the native land laws in the Seventy Mile Bush or Tamaki Nui-ā-Rua region, and in Wairarapa, from 1865, in particular the awarding of land to individuals and the enabling of individuals to deal with that land without reference to the iwi and hapū, made the lands of Rangitāne and its constituent hapū more susceptible to partition, fragmentation and alienation. This contributed to the erosion of the customary tribal structures of Rangitāne and its constituent hapū, which were based on collective ownership or trusteeship of land. The Crown acknowledges that it failed to take steps to adequately protect the traditional tribal structures of Rangitāne and its constituent hapū and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Wairarapa Moana

The Crown acknowledges that:

- at the time of the 1896 Wairarapa Lakes agreement, it did not ensure that the Māori signatories had a clear understanding of what would constitute ample reserves and their location;
- it did not ensure that it could successfully implement the reserves provision in a timely way and this resulted in considerable delay before lands to meet the Crown's obligation were vested in Māori and surveyed access provided;
- the Lakes agreement immediately benefited the Crown by giving it a clear title over the Wairarapa Lakes, which enabled it to address settlers' concerns;
- its accumulated acts and omissions in relation to the Lakes agreement constituted a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

The Crown acknowledges that its provision of reserves in the Waikato, on the Pouākani lands, resulted in some Wairarapa Māori relocating their families several hundred kilometres away from their wider whānau and their traditional kāinga and mahinga kai. This major relocation had a significant social and cultural impact on these families.

Public Works Takings

The Crown acknowledges that its failure to inform owners and discuss the proposed taking of Pouākani lands for the Mangakino power scheme prior to the Crown's entry onto that land and the construction of a number of structures on that land constituted a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

The Crown acknowledges with respect to other public works matters that:

- there was limited, if any, consultation with Rangitāne or with Māori generally about the policy and enactment of public works legislation in the nineteenth century and first part of the twentieth century;
- consultation with Rangitāne communities prior to some takings was negligible or absent;
- land taken for public works was in some cases, disposed of to a third party rather than the original Rangitāne owners; and
- Rangitāne communities have suffered land loss through public works takings and these losses have in many instances created a sense of grievance within Rangitāne communities that is still held today.

Landlessness

The Crown acknowledges that:

- the cumulative effect of Crown purchasing, the native land laws, and other forms of alienation, was to leave Rangitāne with insufficient land by 1900 to engage meaningfully with the colonial economy or to provide for their future needs in the twentieth century;
- Rangitāne communities are virtually landless today; and
- its failure to ensure Rangitāne retained sufficient land caused real and lasting prejudice to Rangitāne communities and was a breach of Te Tiriti o Waitangi/ the Treaty of Waitangi and its principles.

The Crown further acknowledges that as Rangitāne retained insufficient economically-productive land, this contributed to Rangitāne communities suffering economic and social deprivation and disadvantage.

Protest Movements

The Crown acknowledges that:

- Rangitāne rangatira and communities were involved in collective efforts to resist land sales and the loss of iwi and hapū integrity. These movements included the Repudiation Movement, Kotahitanga, Potangaroa's prophetic movement, the Kotahitanga (Tunuiarangi) petition to the Crown of 1897, and the efforts of Nireaha Tamaki to bring Crown dealings with customary title under court scrutiny; and
- it did not always recognise these movements nor address the grievances they raised.

Pāpāwai and Kaikōkirikiri gifted lands

The Crown acknowledges that although Rangitāne tūpuna were involved in the original gift of the Pāpāwai and Kaikōkirikiri land to the Anglican Church for the purpose of schools, Rangitāne was not referred to by name in the 1943 legislation that now governs the gifted property. In some cases this omission disadvantaged Rangitāne applicants to the trust for scholarships.

The Crown also acknowledges that inadequacies in the administration of the gifted lands identified by various governmental and parliamentary inquiries were not remedied by legislative or other means for many decades, and that these inadequacies and delays were an ongoing source of grievance in local Rangitāne communities.

Loss of Taonga and Environment

The Crown acknowledges that:

- the ancient forest formally covering the southern part of the Tamaki Nui-ā-Rua region and the northern part of the Wairarapa region, and known as 'Te Tapere nui o Whātonga', was a taonga of great significance to Rangitāne communities and was a key source of Rangitāne's spiritual and material well-being;
- large-scale Crown purchasing and settlement in this area resulted in primarily agricultural land uses and the almost total loss of this forest taonga and resource, along with much indigenous species, among these the highly-prised huia bird; and
- the loss of these taonga deprived Rangitāne of an important link to the tikanga and way of life of their ancestors.

Cultural Impacts

The Crown acknowledges that several factors have contributed to many Rangitāne communities becoming alienated from their own cultural traditions and language, including: Rangitāne's experience of significant land loss in the nineteenth century, urbanisation in the twentieth century, and the state education system that discouraged the use of te reo Māori.

Identity

The Crown acknowledges Rangitāne as an iwi of Wairarapa and Tamaki Nui-ā-Rua regions. The Crown acknowledges that its former lack of recognition of Rangitāne contributed to the challenges experienced by Rangitāne in maintaining a distinct iwi presence from 1840 to the present. The Crown further acknowledges the efforts of Rangitāne, especially from the 1980s, to re-establish its identity in the region, including with Crown agencies and local authorities.

4 STATEMENTS OF VALUE

Castlepoint Scenic Reserve

Rangiwhakaoma (Castlepoint) has always been an important location for Rangitāne. It is one of the earliest sites of human occupation in Aoteroa. The lagoon made a natural sheltered stopping point for travelers along the Eastern coastline, where they could replenish food and water supplies. Rangiwhakaoma is associated with the earliest Rangitāne ancestors, and has a long history of Rangtāne occupation and resource use. Kupe came to Rangiwhakaoma, where he battled the octopus Te Wheke o Muturangi, which had hidden in a cave under the headland.

The next explorer was Whātonga, the grandfather of Rangitāne, who settled for a time at Rangiwhakaoma where he built a pā called Matirie. The pā was on the site of the current lighthouse. Matirie was originally for general occupation, but over time the people moved to a kainga in the bay, while only high ranking chiefs occupied the pā. The pā and kāinga were still occupied when Pākehā arrived in the district.

There are many wāhi tapu and urupā in the vicinity of Rangiwhakaoma. The Ngatamatea cemetery was a Māori burial ground and Rangitāne consider that sand hills which extend north along the Ocean Beach to be an extended urupā. The sand hills were used by Rangitāne as burial grounds, and koiwi and other artifacts are exposed by the elements from time to time.

The Ocean Beach was traditionally used by Ngāti Hāmua as part of their seasonal migration routes. Camps were established at the beach for making use of the fishing grounds at Rangiwhakaoma, and preserving kaimoana. This practice was maintained post-Pākehā settlement.

The hapū most closely associated with Rangiwhakaoma is Te Hika o Pāpāuma, who are descended from Kupe, and closely related to Ngāti Hāmua through intermarriage. In the nineteenth century, rangatira such as Te Potangaroa and Te Korou exercised mana inland and along the coastal area.

Haukōpua Scenic Reserve (Ngaawapūrua)

Haukōpua Scenic Reserve is at the junction of the Manawatū and Mangatainoka Rivers, beside the railway and road bridge. At the south-western corner, the Tiraumea River joins the Mangatainoka. Across the river from Haukōpua is Ngaawapūrua (confluence of two rivers) which was an important Rangitāne settlement area. The flat land around the river junctions, which was sometimes flooded, created naturally fertile rich soils. The land around Ngaawapūrua was a mahinga kai for various Rangitāne hapū. Rangitāne from Tahoraiti, Mataikona and Hāmua would travel seasonally to Ngaawapūrua to plant and later harvest from cultivations, and to catch tuna.

The Ngāti Hāmua and Ngāti Mutuahi rangatira, Nireaha Tamaki, was born at Pakawau near Ngaawapūrua. In the early 1870s, he was one of the chiefs which insisted on retaining the land at Mangatainoka, including Ngaawapūrua. Nireaha used his land at Ngaawapūrua and Hāmua to grow wheat for sale and raise cattle.

The rivers have always been important to Rangitāne as a means of transport, mahinga kai, and part of their cultural identity. When Pākehā began exploring Te Tapere Nui o Whātonga, Rangitāne assisted them to both travel on, and cross the Manawatū River. Early settlers were reliant on Rangitāne at Ngaawapūrua to cross the river by ferry.

The first bridge was built across the river at Ngaawapūrua in about 1880, which ran across the site of a Rangitāne urupā. The bridge was washed away by a flood soon after. The next bridge was constructed in 1885, after Rangitāne leaders removed the tapu from the site, and relocated the koiwi to Hāmua.

Mount Bruce Scenic Reserve and Mount Bruce National Wildlife Centre Reserve (Pukaha)

The Mount Bruce National Wildlife Centre Reserve is the last substantial remnant of the great forest Te Tapere Nui o Whātonga (also known as Seventy Mile Bush) which once covered much of northern Wairarapa and the Tamaki Nui-ā-Rua district. Te Tapere Nui o Whātonga was one of the most important spiritual, cultural and physical features within the Rangitāne takiwā. For Rangitāne it was a pātaka, which provided food and other natural resources, as well as safe occupation sites. Rangitāne hapū have an original link to the forest through their tupuna Whātonga, who was the grandfather of Rangitāne.

Whātonga = Reretua

|

Tautoki

|

Rangitāne

As part of his journeys around the southern North Island, Whātonga travelled up the Manawatū River into the Tamaki Nui-ā-Rua district. Here he discovered the vast forests, which he named 'Te Tapere Nui o Whātonga', which means 'the great district of Whātonga'.

Te Tapere Nui o Whātonga covered an extensive area and whilst much of it was dense impenetrable forest, some clearings offered useful spaces for Rangitāne to build their kainga. The forest offered areas for cultivations in rich soil, with a plentiful supply of timber for buildings, firewood, and waka. Te Tapere Nui o Whātonga provided an abundance of kai, including berries and roots, birds and rats. Medicinal plants for rongoa could be gathered to maintain the health of Rangitāne communities. The traditions of Rangitāne state various tracks were established to allow for travel between the various kāinga and camps to go north or south, and tracks which led through and over the Tararua and Ruahine ranges. One such camp was Tarewa, which is just south of Pukaha, where the Ruamahanga River exits the Tararua Ranges. The upper Ruamahanga valley was called Te Kauru, meaning "headwaters".

Rangitāne tūpuna knew the undulating nature of the forest so well that they could tell where the maunga were in relation to the direction they were travelling. The area around Pukaha is known as Kaiparoro, a name which signals the imminent arrival of inclement weather: 'Ka hū te paroro, paroro kurī, ka kai, ka waipuke te whenua', meaning 'threatening storm clouds loom overhead, signaling inclement weather, as the howl of a solitary dog is heard; the prediction made, the storm arrives and the land is drenched by flooding'.

5 STATEMENTS OF ASSOCIATION

Coastal Marine Area

Rangitāne trace their connection to the coastal marine area from Cape Turnagain to Turakirae back to the earliest Māori ancestors. The archaeological sites of early Māori coastal settlement, such as those in Palliser Bay, date from the period of Rangitāne occupation. Traditionally, Rangitāne maintained their ancestral relationship with the coastal area for at least 28 generations through migrations to seasonal fishing camps, and knowledge of ancestral relationships and usage rights. The associations to the coastal marine area outlined below include the interests of Te Hika o Pāpāuma.

Te Aho a Maui is the ancestral name for Cape Turnagain on the Wairarapa coastline. The name means 'Maui's fishing line', which is part of the well known story of Maui and his brothers fishing up the North Island. Further north, Te Matau a Maui, sometimes referred to as Te Kauae a Maui, (Cape Kidnappers) is the hook used by Maui, and the coastline running south is his line. The bend in the line at Cape Turnagain is seen as representing where the line was held. Rangitāne consider Maui to be an important ancestor. Rangitāne's mother was from Te Aitanga-a-Kupe, who were descended from Maui. One of the Rangitāne fishing grounds offshore from Te Aho a Maui was called Poroporo.

The next important ancestor was the great voyager Kupe. When he came to Rangiwhakaoma (Castlepoint), he battled the octopus Te Wheke o Muturangi, which had hidden in a cave in the reef below the lighthouse. The cave is known as Te Ana o te Wheke o Muturangi. Kupe also settled the Palliser Bay (Kawakawa) area. The next explorer was Whātonga, the grandfather of Rangitāne, who settled for a time at Rangiwhakaoma, where he built a pā called Matirie on the site of the current lighthouse. Rangiwhakaoma has always been an important location for Rangitāne. The lagoon made a natural sheltered stopping point for travelers along the Eastern coastline, where they could replenish food and water supplies. Rangiwhakaoma has a long history of Rangitāne occupation and resource use. There are a number of traditional fishing grounds off the coast at Rangiwhakaoma.

There are numerous places along the length of the coastline where Rangitāne had permanent and seasonal occupational sites. Beach-side kainga were used as a base to harvest koura, inanga, kina, paua, oysters and other shellfish, shark and other fish species. The beaches were used as location to dry and/or smoke the harvest which was then stored, and could be traded or taken to inland settlements. The locations used by Rangitāne hapū for occupation and coastal resource use include: Tautāne, Wainui, Akitio, Owhanga, Mataikona, Whakataki, Rangiwhakaoma, Outhaumi, Waimimiha, Whareama, Oruhi, Motukairangi, Uruti, Okautete, Kaihoata, Te Unuunu, Waikekeno, Pukaroro, Te Awaiti, Matakitaki, Ngāwihi, Te Kawakawa (Palliser Bay), and Onoke Moana.

Rangitāne have many wāhi tapu along the coastal area. It was traditional for sand dunes to be used for burials, and urupā can be found along the coastline. One such urupā area is the sandhills at Ocean beach, north of Rangiwhakaoma, where koiwi and other artifacts are exposed from time to time. Rangitāne were involved in a number of battles at coastal pā, such as Oruhi at Whareama. Battles took place on the beaches and foreshore, where tupuna were killed. Another wāhi tapu is the large rock on the foreshore at Mataikona, Te Rerenga o Te Aohuruhuru, where Aohuruhuru leapt to her death after being shamed by her husband. Rangitāne o Wairarapa and Rangitāne o Tamaki Nui ā Rua commemorate locations where drowning's have occurred. In some dangerous fishing and swimming spots, there is kōrero about taniwha who live below the water who drag swimmers, divers or fishermen to their deaths. For example, a taniwha is said to live under a rock at the mouth of the Owahanga River. The taniwha serves as a warning against the strong currents which can drag swimmers underneath the rock and into the jaws of the taniwha.

Similarly, the octopus Muturangi is said to be responsible for drowning's on the reef at Rangiwhakaoma.

The coastal marine area is of strong significance for Rangitāne people. Whilst most of the kōrero here connects to the landward area, the fishing rohe of Rangitāne extended many miles out to sea and Rangitāne tūpuna intimately knew the nature of the underwater terrain and fishing grounds offshore. Their interests extended well below the sight of land. Te Rua Hikurangi which runs the length of the East Coast is a significant feature. Being a deep undersea trench it brought many deep sea species close in to shore. It was also a migratory route for mammals, koura and tuna (inanga).

While there were many tuku arrangements between Rangitāne and other non-Rangitāne hapū/iwi, Rangitāne maintain their customary rights and interests along their coastal area.

Lowes Bush Scenic Reserve

Lowes Bush Scenic Reserve lies on the Taratahi Plains between Masterton and Carterton. The plains between the Waingawa River and Wairarapa Moana were once a vast swamp land covered with lowland kahikatea forest. The bush was a popular bird-snaring area with creeks and swamps providing kōkopu, koura, tuna and Te Hau (a specific variety of eel). Lowes Bush is one of the last significant remnants of the Kahikatea Swamp.

Although the swamp lands meant that Rangitāne travellers preferred to use the Ruamahanga River to travel south from Masterton, there was an overland route across the Taratahi Plains and on to the Papawai area. The Taratahi name means 'one peak'. It refers to Mount Holdsworth, which is the most prominent peak in the Tararua Ranges when viewed from Carterton. Another name for Carterton is Hauhaupounamu.

During the second half of the nineteenth century Rangitāne ancestors associated with the Taratahi area included Raniera and Marakaia Tawaroa and Ngatuere Tawhirimatea Tawhao. Rangitāne know of an old Rangitāne pā site to the east of the scenic reserve.

Rewa Bush Conservation Area

The location of Rewa Bush on the ranges between Masterton and the coast south of Castlepoint, in the Whareama area, was within the traditional takiwā of Ngāti Hāmua. Hapū and whānau usually based in the wider Masterton area made seasonal trips to coastal settlements to harvest and dry kaimoana to take back to the inland kāinga. As kaitiaki, they also made use of the food, timber, and rongoa resources in the bush covered ranges of the Whareama area. There were known 'kai trails' for trapping kiore and birds, as well as collecting berries and other kai.

Rangitāne traditions record that Rangitāne leaders made agreements with other closely related hapū who migrated to the area, whereby they occupied land in Southern Wairarapa region. Rangitāne tūpuna Te Whakamana and his daughter Hineiputerangi, Te Rerewā, Te Angatū, and Te Ikiorangi gave permission for other iwi groups to settle in the area. Although Rangitāne made such gifts of land on the Wairarapa coast, Rangitāne retained rights and continued to occupy the land. In the Native Land Court, claims for blocks in the wider area were made based on descent from Rangitāne ancestors such as Hinematua.

Rangitāne continue to maintain their kaitiaki role over this block.

Oumakura Scenic Reserve

Oumakura is a significant pā site in the hills just inland from the coast. It is part of a region of early Rangitāne settlement and ongoing Rangitāne customary associations.

The nearby coastline from Pahaoa northwards contains archaeological remains of Rangitāne settlements and gardens. The Rangitāne ancestor Te Ikiorangi had coastal kāinga named Mangareia, Waiuru, Waiohaera, and Waiohingaia. The site is also connected to Waikekeno on the coast and was an inland retreat for Rangitāne. A number of taonga have been found nearby, along with remains of Māori gardens and special waterway wāhi tapu. Remains of walled gardens can be seen at Waikekeno. The coastline was an important settlement area and mahinga kai. Following several tuku of land by Rangitāne tūpuna, Rangitāne continued to occupy the area and intermarried with the new migrant peoples.

Ngāti Hāmua whānau, which were usually based at inland settlements, followed seasonal migration patterns to the coastal settlements. They made use of inland pā and kāinga as stopping points along the way to the coast. As well as the food and other resources found in the bush, the springs and pools at Oumakura made it an attractive location for bathing and water supply. Archaeological remains of gardens are evident today at Oumakura.

Jumbo (Pukeahurangi) and Mitre (Pukeamoamo)

Pukeahurangi (Jumbo) and Pukeamoamo (Mitre) are the two highest peaks in the Tararua Ranges. Pukeahurangi means 'high up' or 'elevated' and Pukeamoamo refers to the pou of the wharenui on which the ancestors are carved.

The Tararua Ranges are a key feature in Rangitāne identity and history. Rangitāne traditions state that the iwi is descended from the original ancestors who first journeyed through the area and named the Tararua Ranges. Before Rangitāne himself was born, his grandfather Whātonga explored the southern North Island. He travelled up the Manawatū River and climbed up onto the northern reaches of the Tararua Range. At one stage the clouds parted to reveal two prominent peaks. Whātonga was reminded of his two wives, Hotuwaipara and Reretua, and so he named the mountains 'Tararua', meaning twin or two peaks.

Another Rangitāne tradition refers to Kupe, from whom Rangitāne are also descended, who on arrival near Rangiwhakaoma found both the Tararua and Ruahine ranges clearly visible. Accounts state Kupe was intrigued with the two peaks on the Tararua range which distinguished themselves from others. This prompted Kupe to reflect on two dear and special female members of his family and so the northern reaches of these ranges he named Ruahine (e rua ngā kohine) and those to the south he named Tararua with inference to the female genital; hence Ruahine and Tararua are an integral part of each other. Another reference to the Tararua's is 'Te waewae Kapiti a Tara rāua ko Rangitāne' (the spanned legs of Tara [over the ranges]), which refers to Whatonga's two sons, Tara and Tautoki (the father of Rangitāne). This was a boundary line drawn between Kapiti Island and Rangiwhakaoma which was said to divide the territory of Tara to the South and Rangitāne to the North.

Pukeamoamo and Pukeahurangi are said to have been named by the Rangitāne ancestor Hinetearorangi. The landmarks linked her to her ancestors, as she would gaze from Tirohanga pa (north of Masterton) and use the twin peaks Pukeamoamo and Pukeahurangi to guide her line of sight towards Kapiti Island. The important ancestors, Whātonga, Hotuwaipara, Tara, Tuteremoana and Te Wharekohu were buried in a cave at the southern end of the island. The peaks therefore maintained the link between Rangitāne in the Masterton region with their founding ancestors.

Manawatū River and its tributaries

The Manawatū River has its origins on the western side of the Ruahine Range. Its primary source is north of modern day Dannevirke. The catchment also includes the rivers south of the Gorge which stretch all the way back to Pukaha, Mount Bruce. They include Bruce's Stream, Makakahi, Mangatainoka, Tiraumea and Mangahao rivers. All of these waters converge and enter Te Apiti (the Manawatū Gorge) and flow on through the Manawatū plains and out to sea at Foxton Beach. For Rangitāne o Tamaki Nui-ā-Rua, the Manawatū River is an ancestral waterway, which many hapū refer to as the awa in their pepeha. When the Tamaki Nui-ā-Rua was covered in forest, the river served as a highway for Rangitāne. It was an important means of travel and communication, and linked the Rangitāne settlements in forest clearings. Rangtāne had many settlements along the River, which provided fresh water and plentiful kai.

The original ancestor linked with the Manawatū River was Tamakuku, who dug out the bed of the river, and exercised mana on both sides of the river for its full length. Rangitāne's grandfather, Whātonga, journeyed up the Manawatū River whilst on a trip away from Heretaunga. Whātonga's second wife, Reretua, was the grand-daughter of Tamakuku. The links between Rangitāne and Tamakuku were further cemented when Hinetakutai, the daughter of Rangitāne, married Te Rahekeua, a descendant of Tamakuku. All of Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua therefore share descent from Tamakuku, and the link to the Manawatū River.

According to Rangitāne the southern part of the river was formed by the efforts of a giant tōtara tree which grew on the Puketoi Range. The tree became possessed with a spirit called Okatia, which desired to get to the sea. When it descended the Puketoi range, it headed west and thus encountered the formidable Tararua/Ruahine Range. The constant pounding of the giant tree, assisted by the force of the waters of the Manawatū fractured the range, separating the Ruahine and Tararua ranges and forming the Manawatū Gorge. Rangitāne use the term Te Āpiti when referring to the cleft that Okatia created in the Gorge. Where the river flows though the Gorge it is referred to as 'Te Au-rere-a-te-tonga' meaning the flowing current of the south. Other names used by Rangitāne when referring to the Manawatū Gorge area are Te Ahu a Turanga-i-mua and Te waha o te kurī.

The Manawatū River was named by the tupuna Haunui a Nanaia. He travelled along the West Coast of the lower North Island, pursuing his wife. When he came to the Manawatū river mouth, he stood aghast as he contemplated the crossing, hence Manawa-*breath* and tū- *to stand still*. Some say that his breath stood still as he was actually crossing the river, not only because of the width and depth of the river, but because of the intense cold; it made his breath stand still hence Manawatū.

Rangitāne know of many taniwha and kaitiaki along the course of the river. One of these is Peketahi, the kaitiaki in the bend of the river near the Kaitoki Bridge east of Dannevirke. Peketahi appears in the form of crayfish with a missing limb, an eel or a log. In times of flood Peketahi is often seen as a floating log as he keeps watch on the kāinga.

Ruamahanga River and its tributaries

The Ruamahanga River is the most significant river in the Wairarapa district and runs from its source in the northern Tararua Ranges, south through the Wairarapa plains to Lake Wairarapa, and out to the sea at Palliser Bay. All of the main valley rivers run into it including the Kopuaranga, Waipoua, Waingawa, Taueru, Waiohine and the Huangarua. For Rangitāne o Wairarapa, the river is an ancestral waterway, which many hapū refer to as their awa in their pepeha. The waters of the river are seen as the blood which flows through the veins of Papatūānuku, the earth mother. The waters are referred to as 'Te Wai Ora', (the life giving water), which is important for maintaining the health and well being of all life forms.

The river was one of the landmarks named by Rangitāne ancestor, Haunui a Nanaia on his return journey through the Wairarapa. When he came to the river he found two birds in the fork of a tree, rua (two - for the birds) and mahanga (twin -for the fork in the tree). As well as being an icon of Rangitāne tribal identity, the river between Tarewa and Te Whiti was vital for the existence of Rangitāne communities. It provided fresh water, plentiful kai, and a means of transport. The Ruamahanga was known for the quality of its eels and fresh water koura.

The Ruamahanga River provided a route for travellers coming either across the Tararua Ranges, or from the north through Te Tapere Nui o Whātonga. Rangitāne could travel along the river from Tarewa and Pukaha, where the river emerges from the ranges down to the fertile river valley settlements in the Kopuaranga/Masterton area, and on to the sea at Onoke. Rangitāne had turanga waka along the river, such as at Tirohanga, where waka were landed and stored. Many Rangitāne settlements were established on both banks of the river. There were traditionally 25 Ngāti Hāmua marae along the river, each of which had associated urupā and other wāhi tapu. Settlements were often at junctions where tributaries joined the river. Settlements along the river which were associated with Rangitāne o Wairarapa include Tarewa, Tirohanga, Ruataniwha, Mokonui, Matapihi, Te Wao o Kairangi, Kohekutu, Heipipi, Ahipanepane, Te Ore Ore, Tukuwahine, Potaerau, and Hurunui o Rangi.

Akitio River and its tributaries

The rivers along the Wairarapa coastline were natural settlement and mahinga kai sites for Rangitāne. The Akitio River, and its tributaries, spring from the inland ranges on the eastern side of the Puketoi Range. The bush covered hills through which the river ran contained pā sites and kainga for harvesting birds, kiore, and other kai from the forest. Some of the Rangitāne o Tamaki Nui-ā-Rua ancestors associated with the Puketoi area at the head of the river were Ruatōtara, Wahatuara, Kuaoriki, Te Rangiwhaka-ewa and Hautumoana. Taurangawaio was a significant site on the south bank of the river near the junction of Glenora and River Roads.

The Akitio River provided a transport route, fresh water, and tuna and koura for Rangitāne traveling from inland settlements to the coast. A traditional trail ran from Hapuakorari in the Tararua Ranges, through Hawera/Hāmua and out to coast at Akitio. The river mouth was an important mahinga kai, where permanent and seasonal Rangitāne settlements were established for fishing and gathering crayfish, along with gardens on the fertile river flats. It was traditional for Rangitāne o Wairarapa and Rangitāne o Tamaki Nui ā Rua to travel to Akitio in autumn. At this time vast quantities of crayfish would be gathered, and dried, to be transported back.

The Akitio River served as one of the earliest boundary markers of Rangitāne territory. Whātonga, the grandfather of Rangitāne, divided land between his sons Tautoki and Tara. Some accounts record that the Akitio River mouth was the northern coastal boundary of Tautoki's takiwā. The boundary line turned inland on the northern bank of the river, towards the Puketoi Range.

One of the pā sites along the river was called Mutumanu, situated a short distance inland. The Akitio River mouth was one of the settlements reoccupied by Rangitāne after the period of exile at Nukutaurua. There is an urupā site on the south bank of the river mouth.

Wainui River and its tributaries

The rivers along the Wairarapa coastline were natural settlement and mahinga kai sites for Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua. The Wainui River rises through inland bush covered hills. The river provided a transport route, fresh water, and tuna and koura for Rangitāne travelling over the hills from inland settlements. The river mouth was important mahinga kai, with both permanent and seasonal Rangitāne settlements for fishing and gathering crayfish, along with gardens on the fertile river flats.

The importance of the Wainui River mouth as a Rangitāne mahinga kai is shown by the name given to the settlement there – Tautāne. The name 'Tautāne' refers to the use of an area for cultivations. Traditionally a 'māra tautāne' was a special planting of kumara tubers, which were always planted before the main food crop. The māra tautāne were intended to be set aside as an offering to the gods to protect the upcoming crops.

Te Hika o Pāpāuma had a strong presence along the Wairarapa coast north of Rangiwhakaoma (Castlepoint). Through intermarriage Te Hika o Pāpāuma became interlinked with both Ngāti Hāmua and Ngāti Te Rangiwhaka-ewa of Rangitāne. In Rangitāne traditions, the Wainui River mouth features in a series of battles fought by Rangitāne, led by Irakumia, who was descended from Pāpāuma and the Rangitāne chief Tāwhakahiku. The enemy camped at the mouth of the Wainui River. Irakumia advanced with his taua down the bed of the river, however, their marching stirred up mud in the waters which alerted the enemy to their approach. After battles at the Wainui and Tautāne river mouths, peace was made following the death of Irakumia's son. This led to the formation of an important alliance.

The Wainui River mouth area continued to be an important settlement for Rangitāne hapū. In the early nineteenth century it was associated with the prominent Rangitāne chief Henare Matua.

6 TAONGA TŪTURU PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH THE RANGITĀNE TŪ MAI RA TRUST ON SPECIFIED ISSUES

1 INTRODUCTION

1.1 Under the Deed of Settlement dated [ ] between Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua ("**Rangitāne**") and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "**Minister**") would issue a protocol (the "**Protocol**") setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the "**Chief Executive**") will interact with the governance entity, the Rangitāne Tū Mai Ra Trust, on matters specified in the Protocol. These matters are:

1.1.1 Protocol Area – Part 2

1.1.2 Terms of issue – Part 3

1.1.3 Implementation and communication – Part 4

1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5

1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6

1.1.7 Effects on Rangitāne interests in the Protocol Area – Part 7

1.1.8 Registration as a collector of Ngā Taonga Tūturu – Part 8

1.1.9 Board Appointments – Part 9

1.1.10 National Monuments, War Graves and Historical Graves – Part 10

1.1.11 History publications relating to Rangitāne – Part 11

1.1.12 Cultural and/or Spiritual Practices and professional services – Part 12

1.1.13 Consultation – Part 13

1.1.14 Changes to legislation affecting this Protocol –Part 14

1.1.15 Definitions – Part 15

1.2 For the purposes of this Protocol the governance entity is the body representative of the whānau, hapū, and iwi of Rangitāne who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

1.3 Manatū Taonga also known as the Ministry (the "**Ministry**") and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol. The Ministry

acknowledges a primary relationship objective of Rangitāne is to restore and promote the Rangitāne identity.

1.4 The purpose of the Protected Objects Act 1975 (the "**Act**") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.

1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in Clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in Clause 1.1, as set out in clauses 5 to 11 of this Protocol.

2 PROTOCOL AREA

2.1 This Protocol applies across the Protocol Area which is identified in the map included in Attachment A of this Protocol together with adjacent waters (the "**Protocol Area**").

3 TERMS OF ISSUE

3.1 This Protocol is issued pursuant to section [ ] of the [ ] (the "**Settlement Legislation**") that implements the Rangitāne Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

4.1 The Chief Executive will maintain effective communication with the governance entity by:

4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;

4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;

4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;

4.1.4 meeting with the governance entity to review the implementation of this Protocol at least once a year, if requested by either party;

4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Chief Executive under it;

4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and

4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

General

5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:

5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne origin found anywhere else in New Zealand;

5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne origin found anywhere else in New Zealand;

5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne origin found anywhere else in New Zealand;

5.1.4 notify the governance entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

5.1.5 notify the governance entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Ownership of Taonga Tūturu found in Protocol Area or identified as being of Rangitāne origin found elsewhere in New Zealand

5.2. If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

Custody of Taonga Tūturu found in Protocol Area or identified as being of Rangitāne origin found elsewhere in New Zealand

5.5 If the governance entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne origin found elsewhere in New

Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:

5.5.1 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and

5.5.2 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Rangitāne origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.

5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Rangitāne origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of the Chief Executive's decision.

6. THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:

6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or

6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;

6.2 The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

7. EFFECTS ON RANGITĀNE INTERESTS IN THE PROTOCOL AREA

7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Rangitāne interests in the Protocol Area.

7.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Rangitāne interests in the Protocol Area.

7.3 Notwithstanding paragraphs 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Rangitāne interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

8. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

8.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tūturu.

9. BOARD APPOINTMENTS

9.1 The Chief Executive shall:

9.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;

9.1.2 add the governance entity's nominees onto Manatū Taonga/Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and

9.1.3 notify the governance entity of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

10. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

10.1 The Chief Executive shall seek and consider the views of the governance entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Rangitāne's interests in the Protocol Area. For the avoidance of any doubt, this does not include normal maintenance or cleaning.

10.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

11. HISTORY PUBLICATIONS

11.1 The Chief Executive shall:

11.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relate substantially to Rangitāne. For the avoidance of doubt, this includes publications relating substantially to the hapū included in the Rangitāne claimant definition within the Deed of Settlement regardless of whether Rangitāne is specifically mentioned; and

11.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Rangitāne:

(a) from an early stage;

(b) throughout the process of undertaking the work; and

(c) before making the final decision on the material of a publication.

11.2 It is accepted that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the governance entity, is entitled to make the final decision on the material of the historical publication.

12. PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

12.1 Where the Chief Executive requests cultural and/or spiritual practices to be undertaken by Rangitāne within the Protocol Area, the Chief Executive will make a contribution subject to prior mutual agreement, to the costs of undertaking such practices.

12.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.

12.3 The procurement by the Chief Executive of any such services set out in Clauses 12.1 and 12.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

13. CONSULTATION

13.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:

13.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;

13.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

13.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;

13.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and

13.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

14 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

14.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:

14.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

14.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and

14.1.3 report back to the governance entity on the outcome of any such consultation.

15. DEFINITIONS

15.1 In this Protocol:

Chief Executive means the Chief Executive of Manatū Taonga also known as the Ministry for Culture and Heritage and includes any authorised employee of Manatū Taonga also known as the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive

Crown means the Sovereign 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 the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement

Expert Examiner has the same meaning as in section 2 of the Act and means a body corporate or an association of persons

Found has the same meaning as in section 2 of the Act and means:

> in relation to any Taonga Tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings

governance entity means the Rangitāne Tū Mai Ra Trust.

Ngā Taonga Tūturu has the same meaning as in section 2 of the Act and means two or more Taonga Tūturu.

Rangitāne has the meaning set out in clause [ ] of the Deed of Settlement.

Protocol means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol

Taonga Tūturu has the same meaning as in section 2 of the Act and means:

an object that—

(a) relates to Māori culture, history, or society; and

(b) was, or appears to have been,—

(i) manufactured or modified in New Zealand by Māori; or

(ii) brought into New Zealand by Māori; or

(iii) used by Māori; and

(c) is more than 50 years old

ISSUED on

SIGNED for and on behalf of **THE**

SOVEREIGN in right of

New Zealand by the Minister for Arts,

Culture and Heritage:

WITNESS

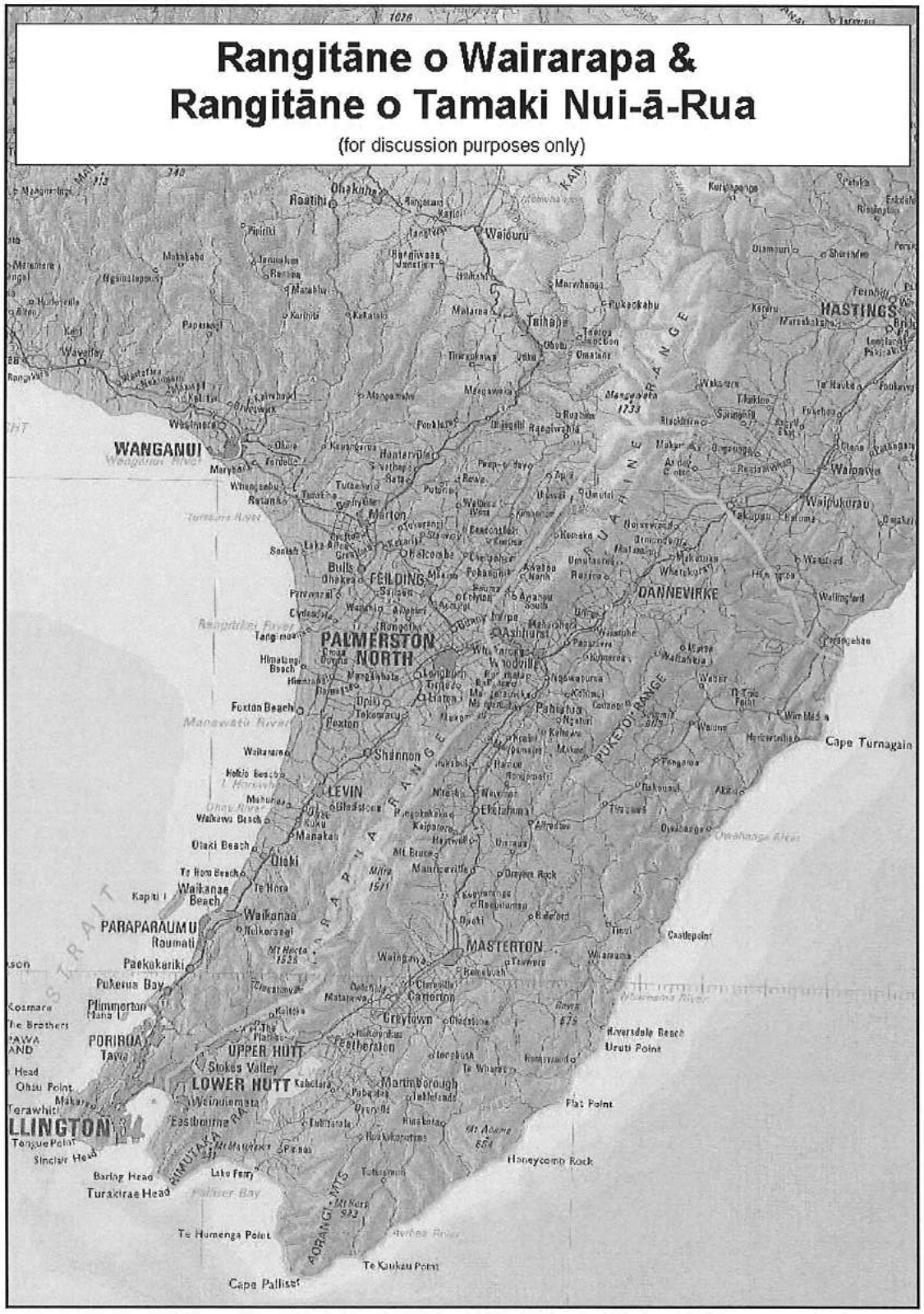
_____

Name:

Occupation:

Address:

ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

1.1 The Minister may amend or cancel this Protocol, but only after consulting with the governance entity and having particular regard to its views (section [ ]).

2. Limits

2.1 This Protocol does not -

2.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law and government policy, including:

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tangata whenua (section [ ]); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of [ ] (section [ ]); or

2.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to, taonga tūturu.

3. Breach

3.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section [ ]).

3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause [ ])

7 CROWN MINERALS PROTOCOL

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH THE RANGITĀNE TŪ MAI RA TRUST BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS

1 INTRODUCTION

1.1 Under the Deed of Settlement dated [..] between Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua ("**Rangitāne**") and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a Protocol (the "**Protocol**") setting out how the Ministry of Business, Innovation and Employment (the "**Ministry**") will consult with the governance entity, the Rangitāne Tū Mai Ra Trust (the "**Trust**"), on matters specified in the Protocol.

1.2 Both the Ministry and Rangitāne are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.

1.3 Section 4 of the Crown Minerals Act 1991 (the "**Act**") requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. The minerals programmes set out how this requirement will be given effect to.

1.4 The Minister and the Ministry recognise that the Trust is the governance entity representing Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua.

1.5 Rangitāne are tāngata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.

2 PURPOSE OF THIS PROTOCOL

2.1 With the intent of creating a constructive relationship between Rangitāne and the Ministry in relation to minerals administered in accordance with the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol.

2.2 Rangitāne will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3 PROTOCOL AREA

3.1 This Protocol applies to the area shown on the map in Appendix A and does not go beyond the sovereign territory of New Zealand.

4 OWNERSHIP OF MINERALS

4.1 Rangitāne assert that, traditionally, Rangitāne owned and used the mineral resources and taonga in their takiwā (both onshore and offshore).

4.2 In reaching this protocol with the Minister, Rangitāne record that the expropriation of their ownership of mineral resources by the Crown is a serious Treaty breach with implications that are still being felt.

4.3 Rangitāne assert that they maintain, in accordance with tikanga, an unbroken, inalienable and enduring relationship with, and mana in relation to, the mineral resources in the Protocol Area. The mana of Rangitāne remains intact, in spite of any legislative expropriation.

4.4 Rangitāne also assert that despite the expropriation of its ownership it has a right to make decisions regarding mining in the Protocol Area.

4.5 The Crown asserts ownership of minerals under the Crown Minerals Act 1991 and considers that the nationalisation of minerals is not a breach of Te Tiriti o Waitangi/the Treaty of Waitangi. Section 10 of the Crown Minerals Act 1991 provides that all gold, silver, uranium and petroleum existing in its natural condition in land shall be the property of the Crown. Section 11 of the Crown Minerals Act 1991 reserves all minerals to the Crown and any future alienation of Crown land and upholds all reservations of minerals made in earlier enactment. Decision-making regarding prospecting, exploration and mining of petroleum and minerals other than petroleum in the Protocol Area is described under the Crown Minerals Act 1991.

5 TERMS OF ISSUE

5.1 This Protocol is issued pursuant to section [ ] of [ ] (the "**Settlement Legislation**") that implements clause [ ] of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

5.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

6 CONSULTATION

6.1 The Minister will ensure that the Trust is consulted by the Ministry:

New minerals programmes

(a) on the preparation of a draft minerals programme, or a proposed change to a minerals programme (unless the change is one to which section 16(3) of the Act applies), which relates, whether wholly or in part, to the Protocol Area;

Petroleum exploration permit block offers

(b) on the planning of a competitive tender allocation of a permit block for petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and the relevant minerals programme), which relates, whether wholly or in part, to the Protocol Area. This will include outlining the proposals for holding the block offer, and consulting with the

Trust on these proposals over the consultation period set out in the relevant minerals programme;

Other petroleum permit applications

(c) when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1(b);

Amendments to petroleum permits

(d) when any application to amend a petroleum permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

(e) on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and any relevant minerals programme) which relates, whether wholly or in part, to the Protocol Area;

Other permit applications for Crown owned minerals other than petroleum

(f) when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1(e) or where the application relates to newly available acreage;

Newly available acreage

(g) when the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Protocol Area;

Amendments to permits for Crown owned minerals other than petroleum

(h) when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Protocol Area; and

Gold fossicking areas

(i) when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the Protocol Area.

6.2 Each decision on a proposal referred to in clause 6.1 will be made having regard to any matters raised as a result of consultation with the Trust and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

7 IMPLEMENTATION AND COMMUNICATION

7.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 6.1. The Ministry will consult with the Trust in

accordance with this Protocol if matters described in clause 6.1 of this Protocol may affect the interests of Rangitāne.

7.2 For the purposes of clause 7.1, the basic principles that will be followed by the Ministry in consulting with Rangitāne in each case are:

(a) ensuring that the Trust is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;

(b) providing the Trust with sufficient information to make informed decisions and submissions;

(c) ensuring that sufficient time is given for the participation of the Trust in the decision making process and to enable it to prepare its submissions; and

(d) ensuring that the Ministry will approach the consultation with the Trust with an open mind, and will genuinely consider the submissions of the Trust.

8 MINIMUM IMPACT ACTIVITIES

8.1 No person may, for the purpose of carrying out a minimum impact activity, enter onto any site that is:

(a) regarded as a waahi tapu site by the trustees; and is

(b) vested or transferred to the governance entity through the settlement legislation;

without the consent of the trustees.

9 DEFINITIONS

9.1 In this Protocol:

Act means the Crown Minerals Act 1991 as amended, consolidated or substituted;

Chief Executive means the Chief Executive of the Ministry of Business, Innovation and Employment;

Crown means the Sovereign 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 the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

Crown owned minerals means any mineral that is the property of the Crown;

Deed of Settlement means the Deed of Settlement dated [ ] between the Crown and Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua;

Hapū has the meaning set out in clause [ ] of the Deed of Settlement;

mineral means a naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water; and includes all metallic minerals, non-metallic minerals, fuel minerals, precious stones, industrial rocks and building stones, and a prescribed substance within the meaning of the Atomic Energy Act 1945;

Minister means the Minister of Energy and Resources;

Ministry means the Ministry of Business, Innovation and Employment;

newly available acreage is a method for allocating permits for minerals (excluding petroleum) as set out in the Minerals Programme for Minerals (Excluding Petroleum) 2013;

petroleum means—

(a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid, or solid state; or

(b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or

(c) any naturally occurring mixture of 1 or more hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and 1 or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide—

and, except in sections 10 and 11, includes any petroleum as so defined which has been mined or otherwise recovered from its natural condition, or which has been so mined or otherwise recovered but which has been returned to a natural reservoir for storage purposes; and

protocol means a statement in writing, issued by the Crown through the Minister to Rangitāne under the Settlement Legislation and the Deed of Settlement and includes this Protocol.

ISSUED ON [ ]

SIGNED for and on behalf of

THE SOVEREIGN

in right of New Zealand by

the Minister of Energy and Resources.

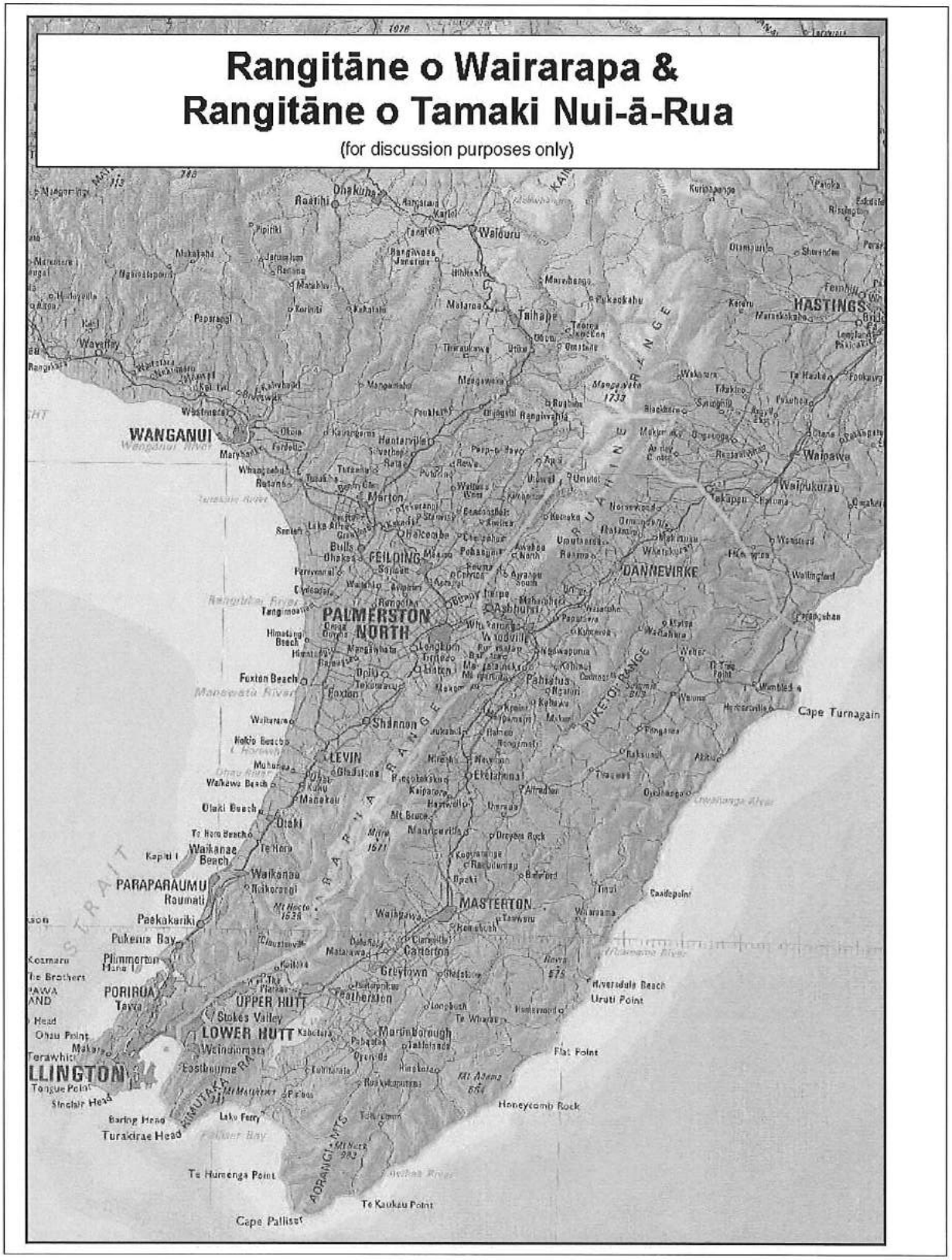
WITNESS

Name_____

Occupation_____

Address_____

ATTACHMENT A
PROTOCOL AREA MAP



ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

1.1 The Minister or Rangitāne may cancel this Protocol.

1.2 The Protocol can only be amended by agreement in writing between the Minister and Rangitāne.

2. Noting

2.1 A summary of the terms of this Protocol must be added:

2.1.1 in a register of protocols maintained by the chief executive; and

2.1.2 in the minerals programme affecting the Protocol Area when those programmes are changed;

but the addition:

2.1.3 is for the purpose of public notice only; and

2.1.4 does not change the minerals programmes for the purposes of the Crown Minerals Act 1991 (section [ ]).

3. Limits

3.1 This Protocol does not -

3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section [ ]); or

3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of Rangitāne or a representative entity (section [ ]); or

3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section [..]); or

3.1.4 [affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (section [..]).]

3.2 In this summary of the Terms of Issue, "representative entity" has the same meaning as it has in the Deed of Settlement.

4. Breach

4.1 Subject to the Crown Proceedings Act 1950, Rangitāne may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section [ ]).

A breach of this Protocol is not a breach of the Deed of Settlement (clause [ ]).

8 RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

AN AGREEMENT REGARDING THE RELATIONSHIP BETWEEN RANGITĀNE AND THE DEPARTMENT OF CONSERVATION

Manukura - meaning the chiefly one, hatched 1 May 2011.

Named by Rangitāne and is said to be the beginning of new and greater things for our people. This manu symbolises for Rangitāne and the Department of Conservation that perseverance brings great rewards and greater responsibility.

AN AGREEMENT REGARDING THE RELATIONSHIP BETWEEN RANGITĀNE O WAIRARAPA AND RANGITĀNE O TAMAKI NUI-Ā-RUA AND THE DEPARTMENT OF CONSERVATION

1 BACKGROUND

1.1 Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua ("**Rangitāne**") have lived in this region for close to 30 generations ever since Whātonga first set foot at Rangiwhakaoma and a little later in the great forest that bears his name (Te Tapere Nui o Whātonga). Rangitāne have maintained continuous occupation of the Wairarapa and Tamaki Nui-ā-Rua regions right up until today.

1.2 In recent times the iwi has been run from two key centres represented by the two rūnanga – Rangitāne o Wairarapa Incorporated and Rangitāne o Tamaki Nui-ā-Rua Incorporated respectively (the "**Rūnanga**").

1.3 Similarly, the Rūnanga have upheld the manawhenua rights and kaitiakitanga duty for their respective Takiwā. In these roles the Rūnanga have formed a strong relationship with the Department of Conservation (the "**Department**") and its predecessors.

1.4 One of the more public examples of this joint relationship is the one between Rangitāne and the Department at Pukaha/Mt Bruce where the iwi is given equal status with the Department and the Community represented by various members of the Pukaha Mount Bruce Board.

1.5 It is the desire of Rangitāne that this relationship is strengthened through this agreement and that our manawhenua status continues to be recognised and our kaitiaki duty is enhanced.

1.6 The Waitangi Tribunal made specific recommendations with respect to Pukaha/Mt Bruce that joint management and joint ownership would be the ultimate expression of partnership between Rangitāne and the Crown.

1.7 In recognition of the significance/importance of Pukaha/Mt Bruce to Rangitāne, Rangitāne and the Crown have negotiated the following redress with respect to Pukaha/Mt Bruce:

1.7.1 a transfer and gift back process;

1.7.2 an overlay classification acknowledging Rangitāne's statement of values with Pukaha/Mt Bruce; and

1.7.3 specific commitments as outlined in this relationship agreement.

2 PURPOSE

2.1 This Agreement sets out how the Department and the Rangitāne Tū Mai Ra Trust (the "**Governance Entity**") will work together in fulfilling conservation objectives across the Rangitāne Takiwā.

2.2 The intention is that, by giving effect to this Agreement, Rangitāne and the Department will further foster and develop a positive, collaborative and enduring relationship into the future.

2.3 The provisions of the Settlement Legislation and the Deed of Settlement specifying the terms on which this Agreement is issued are set out in Attachment A.

3 AGREEMENT AREA

3.1 This Agreement will apply within the Rangitāne Takiwā as outlined on the Map included in Attachment A.

4 OBJECTIVES

Joint Objectives

4.1 Rangitāne and the Department are committed to the restoration and protection of the health and well being of the Rangitāne area of interest for present and future generations.

Rangitāne Objectives

4.2 The tikanga and identity of Rangitāne is intrinsically linked with the natural resources of the Rangitāne Takiwā and gives rise to ongoing responsibilities to protect and ensure the ongoing wellbeing of these taonga.

4.3 Rangitāne have always viewed themselves as kaitiaki of the lands, waterways, flora and fauna within their Takiwā. In entering into this relationship agreement with the Department, Rangitāne seek to rebuild and maintain their kaitiaki role, based on Te Tiriti/the Treaty and its principles, and to ensure that the Department's lands are managed in a manner consistent with Rangitāne tikanga and kawa.

The Department's Objectives

4.4 The Department of Conservation – Te Papa Atawhai – is the Crown agency responsible for managing Conservation Land and other resources as provided for in the Conservation Legislation. Its functions include advocating for the conservation of the natural and historic resources of New Zealand on behalf of, and for the benefit of, all New Zealanders. In accordance with section 4 of the Conservation Act 1987 the Conservation Legislation must be interpreted and administered to give effect to the principles of Te Tiriti/the Treaty to the extent required under the Conservation Legislation.

4.5 The Department, recognising the cultural, historic and spiritual interests of Rangitāne and the commitment of Rangitāne as kaitiaki, to restoring and maintaining the well being of Conservation Land in the Takiwā, is seeking to strengthen its relationship with Rangitāne.

5 PRINCIPLES

5.1 Rangitāne and the Department agree that their relationship, and the implementation of this Agreement, will be guided by a commitment to:

5.1.1 the principles of Te Tiriti o Waitangi/the Treaty of Waitangi;

5.1.2 a positive and collaborative approach, including acting in good faith and with transparency, with 'no surprises' and accountability;

5.1.3 an enduring relationship which is evolving, not prescribed, but is based on key principles and objectives;

5.1.4 cooperation to seek to protect wāhi tapu, sites of significance and other taonga of Rangitāne on Conservation Land;

5.1.5 provide Rangitāne with the use of their taonga on Conservation Land to the fullest extent practicable;

5.1.6 respect the independence of each other including mandates, roles and responsibilities and acknowledging that the Rūnanga will also have an ongoing leadership role for the iwi;

5.1.7 share knowledge and expertise, including mātauranga Māori and the latest scientific methods, and take them into account when considering issues relating to Conservation Land; and

5.1.8 acknowledge that Rangitāne and the Department may only make commitments within their resources and capacity.

6 CONFIDENTIALITY

6.1 The Department will not disclose any information given to it by Rangitāne or information relating to Rangitāne without first obtaining the consent of Rangitāne.

6.2 The Department's obligations under this Agreement relating to the disclosure of information are subject to any statutory obligation under the Official Information Act 1982 or any other legislation.

7 COMMUNICATION

7.1 The Parties will maintain effective and efficient communication with each other on an ongoing basis by:

7.1.1 maintaining a record of each other's office holders, and their contact details;

7.1.2 advising each other of their principle contacts, and their contact details for each area within the Takiwā;

7.1.3 promptly informing each other of any changes to the contact information;

7.1.4 advising each other of any matters of significance to Rangitāne that relate to the Takiwā; and

7.1.5 meeting to consult on issues of shared interest that relate to the Takiwā:

(a) at the commencement of the Department's annual business planning processes as provided in Clause 11;
(b) In particular the areas outlined in Attachment B; and
(c) as agreed by the Governance Entity and the Department.

8 VISITOR AND PUBLIC INFORMATION

8.1 Rangitāne and the Department wish to share knowledge about natural and historic heritage within the Takiwā with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.

8.2 The parties will encourage respect for and awareness of conservation in, and the Rangitāne relationship with, the Takiwā. This may include:

8.2.1 raising public awareness of positive conservation relationships developed between the parties;

8.2.2 consulting with each other in the development of visitor and public information published by either party that relates to Rangitāne; and

8.2.3 Rangitāne values in land and resources managed under Conservation Legislation, particularly where that information relates to Rangitāne sites of significance as identified in clause 14.3 and aspirations relating to the land.

9 PUKAHA

9.1 The Department acknowledges the high importance to Rangitāne of Mount Bruce Scenic Reserve and Mount Bruce National Wildlife Centre Reserve (Pukaha).

9.2 In light of the above acknowledgment, the Department agrees:

9.2.1 that if, for any reason, the Pukaha Mount Bruce Board ceases to exist, Rangitāne will continue to have a role in the governance of Pukaha;

9.2.2 that Rangitāne will be directly involved in any decisions that seek to change the governance and/or management arrangements of Pukaha; and

9.2.3 that it will receive and take into account any advice, and/or recommendations from Rangitāne on any issues relating to Pukaha.

9.3 On the request of either party, the Parties will discuss either by telephone, teleconference or in person, any issues on the agenda or that they may wish to place on the agenda, of the next meeting of the Pukaha Mount Bruce Board.

10 WHENUA TŪTURU SITES

10.1 The Department acknowledges that all conservation land within the Rangitāne Takiwā are of importance to Rangitāne and specifically acknowledges the sites listed below (Whenua Tūturu Sites):

10.1.1 Mount Bruce Scenic Reserve;
10.1.2 Mount Bruce National Wildlife Centre;
10.1.3 Ruahine Forest Park;
10.1.4 Ruahine Forest West;
10.1.5 Ruahine Forest East;
10.1.6 Tararua Forest Park;
10.1.7 Castlepoint Scenic Reserve;
10.1.8 Lowes Bush Scenic Reserve;
10.1.9 Rewa Bush Conservation Area;
10.1.10 Puketoi Conservation Area;
10.1.11 Haukōpua Scenic Reserve;
10.1.12 Lake Wairarapa Scenic Reserve;
10.1.13 Lake Wairarapa Wetland Conservation Area;
10.1.14 Wairarapa Lakeshore Scenic Reserve;
10.1.15 Owahanga Landing Reserve;
10.1.16 Mathews and Boggy Pond Wildlife Reserve;
10.1.17 Oumukura Scenic Reserve;
10.1.18 Makuri Gorge Scenic Reserve;
10.1.19 Ngāpotiki Scenic Reserve (Cape Palliser); and
10.1.20 Kupe's Sail Rock Recreation Reserve (Ngā Rā o Kupe).

10.2 The Department undertakes to give appropriate recognition and provision for the association, of Rangitāne with the Whenua Tūturu Sites and of Rangitāne values and objectives in the Department's administration of those sites.

11 BUSINESS AND MANAGEMENT PLANNING

11.1 The Department undertakes business planning processes prior to the beginning of each new financial year. The business planning processes determine the Department's work priorities and commitments for the year.

11.2 The Governance Entity and the relevant Departmental officers will meet at an early stage in the Department's annual business planning processes to consult on:

11.2.1 Whenua Tūturu Sites;

11.2.2 timeframes for the development of annual work programmes;

11.2.3 the Department's annual work and budget priorities and commitments;

11.2.4 potential projects requested by the Governance Entity to be undertaken together or separately in the Takiwā;

11.2.5 any new legislation or national policy or statutory document that may impact on the Agreement;

11.2.6 issues relating to cultural materials, sites of significance, species and habitat protection, including pest control, freshwater fisheries and their habitat; and

11.2.7 any other issue affecting the Agreement.

11.3 If a review of the Agreement is required under clause 24, the parties will commence the review as part of these annual consultations.

11.4 Where possible the relevant Departmental officers will hold their annual business planning meetings with the Governance Entity jointly.

11.5 If a specific project is undertaken, the Department and the Governance Entity will determine the nature of their collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the Department will advise the Governance Entity of the reason(s) for this.

11.6 The Department and the Governance Entity will meet to identify and seek to address issues affecting Rangitāne at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document relating to the Takiwā.

12 CULTURAL MATERIALS

12.1 For the purpose of this Agreement, cultural materials are plants, plant materials and materials derived from dead protected fauna, found within the Takiwā that are protected under the Conservation Legislation and which are important to Rangitāne in maintaining, restoring and expressing Rangitāne cultural values and practices.

12.2 Current legislation requires some form of authorisation for gathering or the possession of plants and plant materials and the possession of dead fauna.

12.3 At the request of the Governance Entity, the Department will collaborate with Governance Entity to develop a Cultural Materials plan which should provide for Governance Entity to enable members of Governance Entity to take and use Cultural Materials in accordance with the plan. The plan should:

12.3.1 prescribe streamlined authorisation processes (including multi-site and multi-take permits to Rangitāne for Rangitāne members to gather Cultural Materials on Conservation Land (within existing legislation);

12.3.2 identify, sites, quantities, methods and conditions relating to the multi-take and multi-site plan; and

12.3.3 identify matters to be considered when consulting on the feasibility of including a plant or plant material in the Plan.

12.4 Rangitāne may propose new species to be included in the Cultural Materials Plan on an incremental basis and the parties will discuss the feasibility of the proposal.

12.5 When Rangitāne and the Department collaborate on the Cultural Materials Plan, appropriate Departmental experts and Rangitāne experts in mātauranga Māori will take part.

12.6 When the Parties agree on the taking of Cultural Materials under the plan, the Department should issue the required authorisations to the Governance Entity as provided for in the plan. The Governance Entity may then enable members of Rangitāne to take Cultural Materials in accordance with such authorisations.

12.7 The Cultural Materials plan should be revised:

12.7.1 if an unforeseen event (such as a fire) takes place that affects sites included in the Plan;

12.7.2 if through monitoring it is found that the impacts of a harvest under the Plan is having a significant negative impact on the values for which the Conservation Land is held; and

12.7.3 if there is a change in the status of a species under the Plan (i.e. it is classified as threatened or at risk).

12.8 In relation to cultural materials the Department will:

12.8.1 work with the Governance Entity to resolve circumstances where there are competing requests between the Governance Entity and non-Rangitāne members or entities for the use of cultural materials in the Rangitāne area of interest, for example for scientific research purposes; or requests for access to and use of cultural materials within the Takiwā from persons and entities other than the Governance Entity;

12.8.2 consult with the Governance Entity on the restoration and enhancement of cultural materials on Conservation Land;

12.8.3 assist as far as reasonably practicable, the Governance Entity to obtain plant stock for propagation to reduce the need for plants to be gathered from land administered by the Department and to provide advice to the Governance Entity in the establishment of its own cultivation areas;

12.8.4 provide, as far as reasonably practicable, ongoing advice to the Governance Entity for the management and propagation of plant stock; and

12.8.5 where appropriate, the Department and the Governance Entity will develop procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and appropriate Rangitāne tikanga.

12.9 The Department will waive the recovery of any costs associated with the collection of cultural material by Rangitāne.

Materials from Flora and Dead Protected Fauna

12.10 The Department will, as far as reasonably practicable provide the Governance Entity with access to materials from flora and dead protected fauna which have become available as a result of Departmental operations within the Rangitāne area of interest but where other iwi also have an interest in the area from which the materials are derived, the Department will consult with the Governance Entity to see whether Agreement can be reached with all interested parties.

13 STATUTORY AUTHORISATIONS

13.1 The Department acknowledges authorisations granted to third parties in relation to Conservation Land within the Takiwā may impact on the spiritual, cultural or historic values of Rangitāne. The Department will advise and encourage prospective applicants within the Takiwā to consult with Rangitāne before filing their application.

13.2 From time to time:

13.2.1 for Whenua Tūturu sites, Rangitāne may identify categories of Statutory Authorisations that it considers are unlikely to have a significant impact on the spiritual, cultural or historic values of Rangitāne; and

13.2.2 for other sites in the Takiwā, the Governance Entity and the Department will identify categories of Statutory Authorisations that may have a significant impact on the spiritual, cultural or historic values of Rangitāne.

13.3 The parties will adopt the following processes for all Statutory Authorisations that Rangitāne and the Department agree may be significant to Rangitāne following the processes outlined in Clause 13.2:

13.3.1 the Department will notify Rangitāne of the application, timeframe for a decision and the timeframe for Rangitāne response;

13.3.2 Rangitāne, within an agreed timeframe, will notify the Department of their response including the nature of their interests in the proposal and their views in relation to the proposal;

13.3.3 the Department will acknowledge Rangitāne interests and views as conveyed (providing an opportunity to clarify or correct the Department's understanding of those interests and views), how those interests and views will be included in the decision-making process and any apparent issues or conflict that may arise;

13.3.4 the Department will, in making a decision, consider whether it is possible to reconcile any conflict between Rangitāne interests and views and other considerations in the decision-making process; and

13.3.5 the Department will record in writing as part of a decision document the nature of Rangitāne interests and the views of Rangitāne as conveyed and shall report back to the Governance Entity on any decision that is made.

13.4 The Department will advise Rangitāne of potential opportunities for Rangitāne or its members to obtain statutory authorisations on Conservation Land within the Takiwā, including in relation to commercial opportunities.

14 SITES OF SIGNIFICANCE

Sites of Significance

14.1 Both parties recognise that there are wāhi tapu and sites of significance to Rangitāne on lands managed under Conservation Legislation.

14.2 Rangitāne and the Department share aspirations for protecting wāhi tapu, sites of significance and other historic places. The parties will work together to conserve, as far as practicable, sites of significance in areas managed under Conservation Legislation within the Rangitāne area of interest. Where these sites have been identified, this will be done according to:

14.2.1 Rangitāne tikanga; and

14.2.2 professional standards for conservation of historic places relating to their cultural heritage value, their structures, materials and cultural meaning, including those outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993.

14.3 The Parties will develop a process for advising one another of sites of significance and wāhi tapu.

14.4 On advice from the Governance Entity that any wāhi tapu or other site of significance requires active protection, the Department will consult on methods to achieve the objectives that are appropriate for the specific site.

14.5 The Department will comply with the process developed pursuant to clause 14.3 if kōiwi are found in the Rangitāne Takiwā.

14.6 Information relating to Rangitāne sites of significance will be treated in confidence by the Department in order to preserve the wāhi tapu nature of places, unless otherwise agreed by the Governance Entity or may be required by law.

15 SPECIES AND HABITAT PROTECTION

15.1 The parties share aspirations of protecting ecosystems and indigenous flora and fauna within the Takiwā.

15.2 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.

15.3 As part of annual discussions the Department will update the Governance Entity on any national sites and species programmes operating in the Takiwā and will discuss with Rangitāne how they wish to be involved in these programmes. The Department and the Governance Entity will also discuss opportunities and processes for collaboration with one another on other field projects of mutual interest.

15.4 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand. This is done in a way that maximises the value from limited resources available to do this work.

15.5 It is envisaged that the Department and Rangitāne will discuss the strategic outcomes sought from pest control programmes within the Takiwā, including: monitoring and assessment of programmes; the use of poisons; and co-ordination of pest control where Rangitāne is the adjoining landowner. Through the annual business planning process, the parties will create actions to progress these objectives.

16 FRESHWATER FISHERIES

16.1 The Department's functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. Active management is limited to whitebait fishing and those fisheries and habitats that are located on Conservation Land. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.

16.2 A co-operative approach will be adopted with the Governance Entity in the conservation of freshwater fisheries and freshwater habitats. This may include seeking to identify areas for co-operation in the protection of riparian vegetation and habitats, and consulting with the Governance Entity when the Department is developing or contributing to research and monitoring programmes.

17 MARINE MAMMALS

17.1 Rangitāne has a kaitiaki responsibility in relation to the preservation, protection and disposal of marine mammals within the Takiwā to ensure cultural protocols are observed in the interaction with and handling of these mammals.

17.2 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. The Department has responsibilities for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.

17.3 There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or if it is clear that a refloating operation will be unsuccessful. The decision to euthanise, which will be made in the best interests of marine mammals and public safety, is the responsibility of an officer or person authorised by the Minister of Conservation. The Department will make reasonable efforts to inform Rangitāne before any decision to euthanise.

17.4 Both the Department and Rangitāne acknowledge the scientific importance of information gathered at strandings. The Department will consult the Governance Entity on:

17.4.1 the nature of the scientific samples required;

17.4.2 whether Rangitāne want to take responsibility for burial of the marine mammal; and

17.4.3 the availability of teeth, bone and/or baleen to Rangitāne for cultural purposes.

17.5 If Rangitāne does not wish to recover the teeth bone and/or baleen or otherwise participate, the Governance Entity will notify the Department whereupon the Department will take responsibility for disposing of the remains.

17.6 Subject to the prior agreement of the Department, where disposal of a dead marine mammal is carried out by Rangitāne, the Department will meet the reasonable costs incurred up to the estimated costs that would otherwise have been incurred by the Department to carry out the disposal.

17.7 The Department and the Governance Entity will notify each other of contact person(s) who will be available at short notice on a marine mammal stranding. The Governance Entity will authorise their contact person(s) to make decisions on the desire of Rangitāne to be involved.

17.8 The Governance Entity and the Department will:

17.8.1 promptly notify each other, through the contact person/s, of all stranding events that come to their notice; and

17.8.2 identify in advance where practical, burial sites and sites which may not be used for disposing of a dead marine mammal due to health and safety requirements or the possible violation of Rangitāne tikanga.

18 PLACE NAMES

18.1 The Department and the Governance Entity will consult on:

18.1.1 whether to support an application by third parties to change the name of a Crown Protected Area in the Conservation Land; and

18.1.2 any proposals by the Department or Rangitāne to name or rename Conservation Land, including reinstatement of traditional place names.

19 CROSS-ORGANISATIONAL OPPORTUNITIES

19.1 As part of the annual business planning process, the parties will discuss:

19.1.1 opportunities and processes to share scientific and cultural resources and information, including data and research material;

19.1.2 opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Takiwā. Options may include wānanga, education, training, development and secondments;

19.1.3 opportunities for members of Rangitāne to be nominated and participate in relevant training programmes, including those run by both parties and the Kaiarahi Taiao programme; and

19.1.4 staff changes and key contacts in each organisation.

19.2 Where Rangitāne nominates an iwi member to take part in a Kaiarahi Taiao programme and that member meets the selection criteria, Rangitāne will fund the costs of the iwi member and the pastoral care in order for the iwi member to participate in the programme.

19.3 Where appropriate, the Department will consider using Rangitāne individuals or entities as providers of professional services.

20 RESOURCE MANAGEMENT ACT 1991

20.1 From time to time, Rangitāne and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.

20.2 The Governance Entity and the Department will seek to identify and consult on issues of mutual interest and/or concern ahead of each party making submissions in the Resource Management Act processes.

21 STATUTORY LAND MANAGEMENT

21.1 Rangitāne has an ongoing interest in the range of statutory land management activities that are occurring within the Takiwā. Those activities include:

21.1.1 establishing a new, or reclassifying any existing Conservation Land;

21.1.2 vesting's or management appointments under the Reserves Act 1977;

21.1.3 other management arrangements with third parties; and

21.1.4 disposing of Conservation Land.

21.2 The Department will consult with Rangitāne at an early stage and prior to any public consultation process, proposals relating to statutory land management activities within the categories identified.

21.3 The Department and the Governance Entity will discuss any proposal of Rangitāne to be granted a vesting or an appointment to control and manage a reserve under the Reserves Act for a site of significance.

22 CONSULTATION

22.1 Unless otherwise specified, 'consult' under this Agreement means the Department will follow any consultation procedures adopted by the parties, which may direct the Department to:

22.1.1 ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;

22.1.2 provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation;

22.1.3 approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation; and

22.1.4 report back to the Governance Entity on any decision that is made.

23 DISPUTE RESOLUTION

23.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve the matters at a local level within a reasonable time frame. If this process is not successful. The matter may be escalated to a meeting of the relevant Director of Partnerships and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.

23.2 If following the process in clause 23.1 the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator. The costs of the mediator are to be split equally between the parties.

23.3 If the dispute is not resolved following mediation and the parties agree that the matter is of such importance that it requires the attention of the Governance Entity and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of the Minister, or the Minister's representative, if the parties agree.

24 REVIEW

24.1 The parties agree that this Agreement is a living document that should be updated and adapted to take account of future developments and additional opportunities including but not limited to co-management opportunities.

25 TERMS OF AGREEMENT

25.1 A summary of the terms of this Agreement must be noted in the Conservation Documents affecting the Takiwā, but the noting:

25.1.1 is for the purpose of public notice; and

25.1.2 does not amend the Conservation Documents for the purposes of the Conservation Act 1987 or the National Parks Act 1980.

25.2 The Agreement does not override or limit:

25.2.1 legislative rights, powers or obligations of the parties;

25.2.2 the functions, duties and powers of the Minister of Conservation, Director-General of Conservation and any Departmental officials, or statutory officers;

25.2.3 the ability of the Crown to introduce legislation and change government policy; or

25.2.4 the ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative.

25.3 The Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, the common marine and coastal area (as defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011).

25.4 The Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, land or any other resource held, managed or administered under Conservation Legislation.

25.5 A breach of the Agreement is not a breach of the Deed of Settlement.

26 DEFINITIONS

26.1 In this document:

Conservation Land means the land managed by the Department under the Conservation Legislation;

Conservation Legislation means the Conservation Act 1987 and the statutes listed in the First Schedule of the Act;

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

Crown Protected Area has the meaning given to it under the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008;

Department means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

Rangitāne has the meaning of Rangitāne set out in the Deed of Settlement;

Takiwā is the area outlined in Attachment A;

Statutory Authorisation means an authorisation granted under the Conservation Legislation including a Concession granted under Part 3B of the Conservation Act 1987;

Statutory Planning Document includes any relevant Conservation Management Strategy or Conservation Management Plan under the Conservation Legislation;

SIGNED for and on behalf of **HER**

MAJESTY THE QUEEN in right of

New Zealand by the Minister of

Conservation:

WITNESS:

Name: _____

Occupation: _____

Address: _____

SIGNED by the Director-General of

Conservation in the presence of:

WITNESS:

Name: _____

Occupation: _____

Address: _____

SIGNED by

WITNESS:

Name: _____

Occupation: _____

Address: _____

SIGNED by **WITNESS:**

Name: _____

Occupation: _____

Address: _____

SIGNED by **WITNESS:**

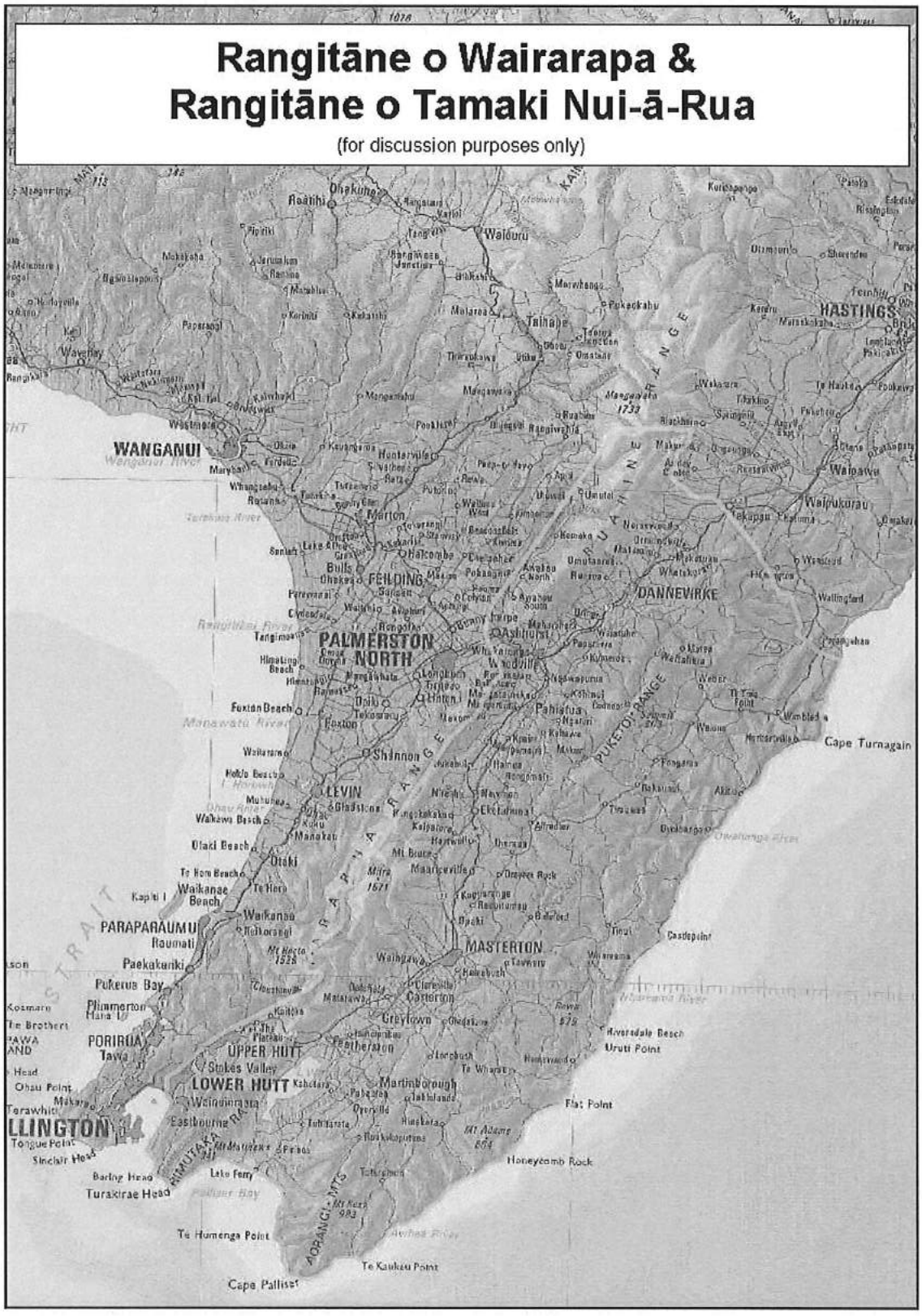
Name: _____

Occupation: _____

Address: _____

ATTACHMENT A

MAP OUTLINING THE RANGITĀNE AREA OF INTEREST



9 RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT

RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT

RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY FOR THE ENVIRONMENT AND THE RANGITĀNE TŪ MAI RA TRUST

1 PURPOSE OF THE RELATIONSHIP AGREEMENT

1.1 This relationship agreement formalises the relationship between the Ministry for the Environment (the "**Ministry**") and the Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua ("**Rangitāne**") governance entity, the Rangitāne Tū Mai Ra Trust, and establishes a framework to enable the parties to maintain a positive, and enduring working relationship, which is based on the following principles:

(a) working in good faith and consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;

(b) working in a spirit of co-operation;

(c) operating a 'no surprises' approach;

(d) acknowledging that the relationship is evolving, not prescribed;

(e) respecting the independence of the parties and their individual mana, mandates, roles and responsibilities and respecting that Rangitāne may hold a different world view in respect of the environment; and

(f) recognising and acknowledging that parties benefit from working together by sharing their vision, knowledge and expertise.

2 RELATIONSHIP AGREEMENT AREA

2.1 This relationship agreement applies to the Relationship Agreement Area identified on the map attached in Attachment A to this relationship agreement, together with the adjacent waters ("**Relationship Agreement Area**").

3 COMMUNICATION

3.1 The Ministry will:

(a) participate in the relationship meetings held under clause 4;

(b) maintain information on the Rangitāne Tū Mai Ra Trust's office holders, and their addresses and contact details;

(c) provide a primary Ministry contact; and

(d) inform relevant staff of the contents of this relationship agreement and their responsibilities and roles under it.

4 RELATIONSHIP MEETINGS

4.1 The parties agree that representatives of the Rangitāne Tū Mai Ra Trust and the Ministry will participate in an annual relationship meeting lasting no more than one day. The meetings will be held at a mutually agreed venue but noting the Ministry will make all endeavours to attend the annual relationship meeting in the Rangitāne takiwā if this is the preference of the Rangitāne Tū Mai Ra Trust.

4.2 Before each meeting under clause 4.1, representatives of the Rangitāne Tū Mai Ra Trust and the Ministry will agree administrative arrangements for the meeting(s).

4.3 The agenda for each meeting will be agreed between the parties no later than ten working days before the meeting. Standard agenda items could include:

(a) any legislative or policy developments of interest to the Rangitāne Tū Mai Ra Trust, including but not limited to reform of the Resource Management Act 1991 ("**RMA**"), freshwater issues, climate change, exclusive economic zone issues, and development of new resource management tools (in particular, national policy statements and national environmental standards);

(b) local authority performance in the Relationship Agreement Area in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions in the RMA consistent with clause 5 below; and

(c) any other matters of mutual interest.

4.4 Each party will meet the costs and expenses of its representatives attending relationship meetings.

4.5 The first relationship meeting will take place within three months of a written request from the Rangitāne Tū Mai Ra Trust.

5 LOCAL GOVERNMENT PERFORMANCE

5.1 The Minister for the Environment has the function of monitoring the effect and implementation of the RMA (refer section 24). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27).

5.2 The way these functions and powers are exercised varies from time to time. At the date of execution of this relationship agreement, the Ministry, on behalf of the Minister, surveys all New Zealand local authorities every two years about their processes under the RMA. The survey includes questions relating to Māori participation.

5.3 The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.

5.4 Before each relationship meeting held under clause 4, the Ministry will provide the Rangitāne Tū Mai Ra Trust with:

(a) the most recent published information from any such survey; and

(b) details of any current or completed state of the environment monitoring,

as it relates to the Relationship Agreement Area, and subject to any constraints on information sharing, including under the Official information Act 1982 ("**OIA**") and Privacy Act 1993.

5.5 The Ministry will also receive and consider any further information or comment that the Rangitāne Tū Mai Ra Trust would like to make on the effect and implementation of the RMA, including in terms of local government performance.

5.6 The Rangitāne Tū Mai Ra Trust acknowledges that the Ministry's ability to act on any performance issue is limited to:

(a) developing practice tools for local government and Māori;

(b) providing information and advice to local government and Māori;

(c) recommending legislative or policy improvements (including, if appropriate, new national policy statements or national environmental standards);

(d) considering whether the information gathered on the effect and implementation of the Act is appropriate and sufficiently comprehensive; and

(e) considering whether the Minister should be informed of failures to implement sections 6(e), 7(a), or 8 of the RMA.

5.7 The Ministry will consider whether it is appropriate to take any of the above actions following each relationship meeting held in accordance with clause 4.

5.8 Nothing in this agreement limits the rights of the Rangitāne Tū Mai Ra Trust to pursue complaints regarding local government performance to the Minister or other agencies with investigative functions.

6 OFFICIAL INFORMATION

6.1 The Ministry is subject to the requirements of the OIA.

6.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this relationship agreement (e.g. relationship meeting minutes).

6.3 The Ministry will notify the Rangitāne Tū Mai Ra Trust and seek its views before releasing any information relating to this relationship agreement. To avoid doubt, any comments the Rangitāne Tū Mai Ra Trust wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

7 AMENDMENT

7.1 The parties may agree in writing to vary or terminate the provisions of this relationship agreement.

SIGNED for and on behalf of the Ministry for the Environment by the Secretary for Environment in the presence of:

_____

WITNESS

_____ _____

Name:

Occupation:

Address:

_____

SIGNED by the the Rangitāne Tū Mai Ra Trust in the presence of:

_____

[ ]

Chairperson/Deputy Chairperson

WITNESS

_____ _____

[ ]

Name:

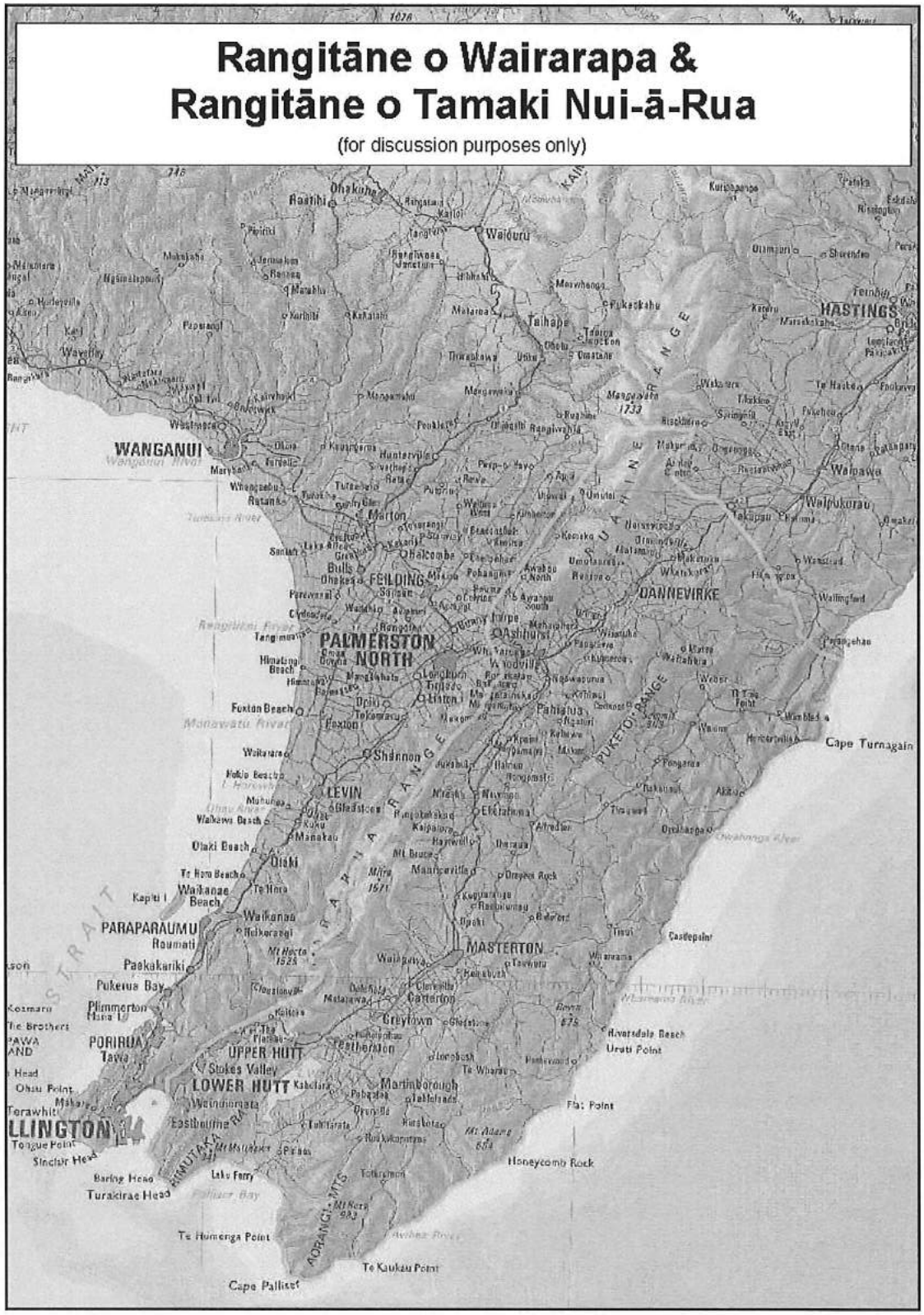
Occupation:

_____

[ ]

Address:

ATTACHMENT A: RELATIONSHIP AGREEMENT AREA MAP



10 VALUATION PROCESS FOR POTENTIAL COMMERCIAL REDRESS PROPERTIES [EXCLUDING LICENSED LAND]

Valuation Process

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

A DETERMINING THE TRANSFER VALUE

OF A PROPERTY

APPLICATION OF THIS SUBPART

1.1 This subpart provides how the transfer value is to be determined in relation to a potential commercial redress property.

1.2 The transfer value is to be determined as at a date agreed upon in writing by the parties (the **notification date**).

APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR

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

1.3.1 must each:

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

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

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

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

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

QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR

1.6 Each valuer must be a registered valuer.

1.7 The valuation arbitrator –

(a) must be suitably qualified and experienced in determining disputes about the market value of similar properties; and

(b) is appointed when he or she confirms his or her willingness to act.

VALUATION REPORTS FOR A PROPERTY

1.8 Each party must, in relation to a valuation, not later than:

1.8.1 50 business days after the notification date, provide a copy of its final valuation report to the other party; and

1.8.2 60 business days after the notification date, provide its valuer's written analysis report to the other party.

1.9 Valuation reports must comply with the International Valuation Standards [2012], or explain where they are at variance with those standards.

EFFECT OF DELIVERY OF ONE VALUATION REPORT FOR A PROPERTY

1.10 If only one valuation report for a property is delivered by the required date, the transfer value of the property is the market value as assessed in the report.

NEGOTIATIONS TO AGREE A TRANSFER VALUE FOR A PROPERTY

1.11 If both valuation reports for a property are delivered by the required date:

1.11.1 the parties must endeavour to agree the transfer value of the property in writing;

1.11.2 either party may, if the transfer value of the property is not agreed in writing within 70 business days after the notification date, and if a valuation arbitrator has been appointed under paragraph 1.3.1, refer that matter to the determination of the valuation arbitrator; or

1.11.3 if that agreement has not been reached within the 70 business day period but the valuation arbitrator has not been appointed under paragraph 1.3.1, the parties must attempt to agree and appoint a person to act as the valuation arbitrator within a further 5 business days; and

1.11.4 if the parties do not jointly appoint a person to act as a valuation arbitrator within the further 5 business days, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable; and

1.11.5 the valuation arbitrator, must promptly on his or her appointment, specify to the parties the arbitration commencement date.

VALUATION ARBITRATION

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

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

(a) at a date, time, and venue determined by the valuation arbitrator after consulting with the parties; but

(b) not later than 30 business days after the arbitration commencement date; and

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

(a) each valuer; and

(b) any other person giving evidence.

1.13 Each party must –

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

(a) its valuation report; and

(b) its submission; and

(c) any sales, rental, or expert evidence that it will present at the meeting; and

(d) attend the arbitration meeting with its valuer.

1.14 The valuation arbitrator must –

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

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

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

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

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

TRANSFER VALUE FOR ALL PROPERTIES

1.16 The transfer value of the property is:

1.16.1 determined under paragraph 1.10; or

1.16.2 agreed under paragraph 1.11; or

1.16.3 the market value determined by the valuation arbitrator under paragraph 1.14.2.

B GENERAL PROVISIONS

TIME LIMITS

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

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

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

DETERMINATION FINAL AND BINDING

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

COSTS

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

1.19.1 its costs; and

1.19.2 half the costs of a valuation arbitration; or

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

APPENDIX 1

[Valuer's name]

[Address]

Valuation instructions

INTRODUCTION

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

PROPERTY TO BE VALUED

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

[describe the property including its legal description]

AGREEMENT IN PRINCIPLE

A copy of the agreement in principle is enclosed.

Your attention is drawn to Schedule 10.

All references in this letter to subparts or paragraphs are to subparts or paragraphs of Schedule 10.

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

The property is a non-licensed property as indentified in Table 9 of the agreement in principle for the purposes of part 6.

Subpart A of Schedule 10 applies to the valuation of properties.

ASSESSMENT OF MARKET VALUE REQUIRED

You are required to undertake a valuation to assess the market value of the property as at [date] (the **valuation date**).

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

The two valuations are to enable the market value of the property, to be determined either:

(a) by agreement between the parties; or

(b) by arbitration.

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

VALUATION OF PROPERTY

You must, in relation to a property:

(a) before inspecting the property, determine with the other valuer:

(i) the valuation method or methods applicable to the property; and

(ii) the comparable sales to be used in determining the market value of the property and

(b) inspect the property, where practical, together with the valuer appointed by the other party; and

(c) attempt to resolve any matters or issues arising from your inspections and input assumptions; and

(d) by not later than [30] business days after the valuation date prepare, and deliver to us, a draft valuation report; and

(e) by not later than [45] business days after the valuation date:

(i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and

(ii) deliver a copy of your final valuation report to us; and

(f) by not later than [55] business days after the valuation date, prepare and deliver to us a written analysis of both valuation reports to assist in the determination of the market value of the property; and

(g) by not later than [65] business days after the valuation date, meet with the other valuer and discuss your respective valuation reports and written analysis reports with a view to reaching consensus on the market value; and

(h) if a consensus on market value is reached, record it in writing signed by you and the other valuer and deliver it to both parties; and

(i) participate in any meetings, including any peer review process, as required by us and the other party to agree the market value of the property; and

(j) if a review valuer has been appointed by parties, you must within 5 business days of receipt of the review valuer's report, review your market valuation report, taking into account the findings of the review valuer, and provide us with a written report of your assessment of the market value of the property; and

(k) participate in any arbitration process required under subpart A to determine the market value of the property.

REQUIREMENTS OF YOUR VALUATION

Our requirements for your valuation are as follows.

You are to assume that –

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

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

Your valuation is –

(a) to assess market value on the basis of market value as defined in the current edition of the Australia and New Zealand Valuation and Property Standards [2009] and International Valuation Standards [2012]; and

(b) to take into account –

  (i) any encumbrances, interests, or other matters affecting or benefiting the property that were noted on its title on the valuation date; and

  (ii) the attached disclosure information about the property that has been given by the land holding agency to the settling group, including the disclosed encumbrances; and

  (iii) the attached terms of transfer (that will apply to a purchase of the property by the governance entity); but

(c) not to take into account a claim in relation to the property by or on behalf of the settling group.

REQUIREMENTS FOR YOUR VALUATION REPORT

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

(a) an executive summary, containing a summary of –

  (i) the valuation; and

  (ii) the key valuation parameters; and

  (iii) the key variables affecting value; and

(b) a detailed description, and a clear statement, of the land value; and

(c) a clear statement as to any impact of the disclosed encumbrances; and

(d) details of your assessment of the highest and best use of the property; and

(e) comment on the rationale of likely purchasers of the property; and

(f) a clear identification of the key variables which have a material impact on the valuation; and

(g) full details of the valuation method or methods; and

(h) appendices setting out –

(i) a statement of the valuation methodology and policies; and

(ii) relevant market and sales information.

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

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

ACCEPTANCE OF THESE INSTRUCTIONS

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

(a) [30] business days after the valuation date, to prepare and deliver to us a draft valuation report; and

(b) [45] business days after the valuation date, to:

(i) review your draft valuation report after taking into account any comments made by us or a peer review of the report obtained by us; and

(ii) deliver a copy of your final valuation report to us; and

(c) [55] business days after the valuation date, to prepare and deliver to us a written analysis of both valuation reports; and

(d) [65] business days after the valuation date, to meet with the other valuer to discuss your respective valuation reports and written analysis reports.

ACCESS

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

OPEN AND TRANSPARENT VALUATION

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

In particular, you must:

(a) copy any questions you have or receive with regard to the valuation, together with the responses, to the settling group, the land holding agency, and the other valuer: and

(b) make all reasonable attempts throughout this valuation process to resolve differences between you and the other valuer before delivering a copy of your final valuation report to us.

Yours faithfully

[**Name of signatory**]

[**Position**]

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

11 VALUATION PROCESS FOR LICENSED LAND

Valuation Process

Agreement between

The Crown acting through Land Information New Zealand

"The Crown"

AND

"The Claimant"

Definitions and Interpretation

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

Arbitration means Arbitration under the Arbitration Act 1996;

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

Arbitrator means a person appointed under paragraph 6;

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

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

b. a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and

c. the days observed as the anniversaries of the provinces of Wellington and Hawke's Bay.

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

Market Value is the estimated amount for which the Crown Forest Land should exchange on the Valuation Date, between a willing buyer and a willing seller, in an arms' length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion;

Principals mean the Crown and the Claimant;

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

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

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

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

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

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

Preliminary steps

1 The Crown has provided the Claimant all material information that relates to the Crown Forest Land of which Land Information New Zealand is aware. This includes all information able to be obtained by the Crown under the provisions of the licence, having inspected its records but not having undertaken a physical inspection of the Crown Forest Land or made enquiries beyond Land Information New Zealand records.

2 Within 7 Business Days of this valuation process being agreed, the Principals shall each:

a. appoint a Registered Valuer in accordance with this valuation process; and

b. give notice to the other of the identity of the Registered Valuer.

3 The Principals shall ensure that the terms of appointment of their respective Valuers require them to participate in the process in accordance with the terms set out in this valuation process.

4 The Principals shall send the appended instructions to their respective Valuers within 5 Business days of the notice given to the other of the identity of each Valuer.

5 The Principals shall jointly appoint an Arbitrator who is qualified and experienced in valuing assets similar to Crown Forest Land and is a member of the Arbitrators' and Mediators' Institute of New Zealand Incorporated. The appointment is made once the appointee has confirmed in writing that they will provide the required service in accordance with this valuation process. This appointment is to be made no later then 20 Business Days from when this valuation process is agreed.

6 If no appointment has been made within the time period specified in paragraph 6, the Crown shall, within 5 Business Days, request that the President of the Arbitrators' and Mediators' Institute of New Zealand Incorporated make such an appointment.

Parameters for the Valuation Assessments

7 Both Valuers must undertake a joint inspection of the Crown Forest Land in sufficient time to enable compliance with paragraph 9.

8 The Valuers are to provide a letter within 30 Business Days from the Valuation Commencement Date detailing their agreement on the base parameters and input assumptions, and outlining any points of difference and their impacts. Any changes following this agreement are to be discussed and agreed to by both Valuers. The Principals are to be advised of these changes. The allotted time of 30 Business Days also provides for both Valuers to agree between themselves any additional advice required to assist the valuation assessment e.g. Resource Management advice on subdivision potential of the land if this is determined to be the highest and best use.

Initial Meeting

9 The appointed Valuers shall each prepare a Valuation Report which includes their respective assessments of Market Value. The Valuers shall meet with each other to discuss their respective assessments and any major points of difference, and shall raise any questions regarding those points of differences within 50 Business Days from the Valuation Commencement Date. Following this meeting the Valuers are to review their reports and amend if required.

10 In the event that the final assessment of market value is disclosed in the meeting outlined in paragraph 10, the Valuers are to hold this information in confidence.

Exchange of Valuation Reports

11 The Principals shall deliver copies of their Valuation Reports to each other no later than the Valuation Exchange Date.

12 If either of the Principals fail to deliver their Valuation Report to each other by the Valuation Exchange Date, then the assessment of the Market Value contained in the Valuation Report provided by that other Principal (by the Valuation Exchange Date) will be the Market Value.

Presentation of Valuation Reports

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

Parameters to agree Market Value

Difference in assessment of Market Value is 20% or greater

14 If the difference in the assessment of Market Value in the Valuation Reports is 20% or greater, the Principals are to refer the reports to peer review.

15 Within 15 Business days of the Valuation Exchange Date, the Principals are to agree and appoint a joint peer reviewer. If the Principals are unable to agree on a joint peer reviewer, each Principal shall appoint a peer reviewer. The peer reviewer must be a Registered Valuer.

16 The peer reviewer/s shall provide a detailed report on both valuation reports within 20 Business Days of being appointed, and supply to both the Principals and the Valuers.

17 The Valuers shall, within 7 business days of receiving the last peer review report, review their respective assessments and notify their respective Principals of any change. The next business day after the expiration of the 7 Business Days, the Principals shall provide to each other their revised assessment of Market Value.

18 If the Valuers are able to provide a revised assessment of Market Value to the Principals which brings the difference in valuations to less than 20%, the negotiations will be referred to paragraph 20. However, if at the end of 10 Business Days the difference is still greater than 20% and the Principals are unable to agree to a Market Value, the Valuation Reports will be referred to Arbitration as set out in paragraphs 22-27 for determination of Market Value.

Difference in assessment of Market Value is less than 20%

19 If the difference in the assessment of Market Value in the Valuation Reports is less than 20%, the Principals will meet within 20 Business Days from the Valuation Exchange Date and

endeavour to agree a Market Value. This may result in a number of negotiation meetings held within the 20 Business Days following the Valuation Exchange Date.

20 If at the end of the time period referred to in paragraph 20, the Principals are unable to agree a Market Value, the Valuation Reports will be referred to Arbitration as set out in paragraphs 22-27 for determination of Market Value.

Arbitration Process and Determination of Disputed Values

21 The Arbitrator shall promptly give notice of a hearing to be attended by the Principals and their respective Valuers, at a venue and time to be decided by the Arbitrator after consultation with the Principals, and having regard to their obligation under paragraph 23 but no later than 10 Business Days from the Arbitration Commencement Date.

22 The Principals shall by no later than 5.00 pm, on the 5th Business Day prior to the date of the hearing give to the Arbitrator (and each other), their respective Valuation Reports and any submission or expert evidence based on that information which the Principals intend to present at the meeting.

23 At the hearing, the Arbitrator shall establish a procedure giving each Principal the right to examine, cross examine and re-examine the Valuers and other experts appointed by the Principals in relation to the information provided to the Arbitrator, and will otherwise have regard to the requirements of natural justice in the conduct of the hearing.

24 The Arbitrator shall hold the hearing and give his or her determination of the Market Value within 30 Business Days of hearing date. That determination shall not be outside the range between the assessment of Market Value contained in the Crown's Valuation Report and in the Claimant's Valuation Report.

25 The Market Value for the Crown Forest Land shall be the Arbitrator's determination of the Market Value.

26 The determination of the Arbitrator shall be final and binding on the Principals.

General provisions

27 The Principals shall each bear their own costs in connection with the processes set out in this valuation process. The costs of the Arbitrator and the costs of the hire of a venue for the hearing referred to in paragraphs 22-25 shall be shared equally between the Principals. However, in appropriate cases, the Arbitrator may award costs against the Crown or the Claimant where the Arbitrator considers that it would be just to do so on account of unreasonable conduct.

28 The Principals each acknowledge that they are required to use reasonable endeavours to ensure the processes set out in this valuation process operate in the manner, and within the timeframes, specified in this valuation process.

29 If the processes set out in this valuation process are delayed through any event (such as the death, incapacity, unwillingness or inability to act of any Registered Valuer or the Arbitrator) the Principals shall use reasonable endeavours and co-operate with each other to minimise the delay.

30 The Market Value of the property must be updated, using an agreed valuation process, in the event that a Deed of Settlement is initialled or signed more than 12 months after the Valuation Date, or more than 18 months after the Valuation Date where valuations are set

before the Agreement in Principle. An updated Market Value of the property is not required if agreement on the Market Value is reached between the Principals.

APPENDIX 1: INSTRUCTIONS TO VALUERS FOR LICENSED

CROWN FOREST LAND

INTRODUCTION

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

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

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

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

REQUIREMENTS

1. Any transfer of the Crown Forest Land to the claimants would be deemed to be the result of a recommendation from the Waitangi Tribunal under section 8HB of the Treaty of Waitangi Act 1975. This would trigger the relevant sections of Part II of the Crown forestry licences.

2. The Crown forest land is to be valued as though:

    a. a computer freehold register (CFR) can be been issued (a possible delay of up to 5 years) for the land to be valued and is subject to and together with the encumbrances identified in the disclosure data together with any subject and appurtenant easements arising from consultation under Section 17.4.1 of Part IIC of the Crown forestry licence;

    b. the land will transfer subject to the Crown forestry licence;

    c. the termination period of the licence will begin on 30 September following the giving of the termination notice (assumed to be 30 September 20XX);

    d. [where a whole Crown forestry licence is offered to Iwi, the provisions of Section 14.2 and Part IIB (Section 16) of the licence will apply to the land;] or [where part of a Crown forestry licence is offered to Iwi, the provisions of Section 14.3 and Part IIC (Section 17) of the licence will apply to the land;]

    e. [where part of a Crown forestry licence is offered to Iwi, the Crown will be responsible for carrying out and completing the survey necessary to define the boundaries between the part selected and the balance of the licensed land together with any reciprocal easements arising from consultation under Section 17.4.1 of

Part IIC of the Crown forestry licence before a CFR can issue. This process may take up to 5 years to complete;] and

f. New Zealand Units (NZU) will not transfer with the land (due to NZUs being dealt with separately from settlement redress).

3. Each valuer is required:

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

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

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

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

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

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

7. Each valuation report provided by a valuer shall:

- include an assessment of the market value as at the Valuation Date, identifying and explaining the key issues affecting value, if any;
- For the avoidance of doubt set out any assumptions on which the valuation is based, including:
    - Impact of comparable sales analysis in relation to land subject to Crown forestry licences;

- The impact of the provisions of the Emissions Trading Scheme and Kyoto Protocol (and/or any other agreements and legislative provisions relating to climate change);
- Terms and conditions of the relevant Crown forestry licences (including any provisions and arrangements relating to licence fees and/or rentals) and effect of the Crown Forest Assets Act 1989;
- Detail the impact on value of encumbrances, legal or statutory restrictions on the use or disposal of the Land and/or conditions to be placed on the land under the standard terms of Treaty Deeds of Settlement;
- The impact of planning and other controls imposed by the Resource Management Act 1991 and any planning and regulatory controls imposed by local authorities;
- Discussion as to current market conditions and the economic climate;
- Legal and practical access issues, status and value of roading infrastructure;
- Identify and quantify sensitivity factors within the valuation methodology;
- Valuation methodology and discussion of assessed value in relation to the market evidence;
- Any other relevant factors taken into account.

- meet the requirements of:

  - The Property Institute of New Zealand's Valuation Standards, including the minimum requirement set out in Section 5 of the "New Zealand Institute of Valuers Valuation Standard 1: Market Value Basis of Valuation"; and
  - other relevant standards, insofar as those requirements are relevant.

- include an executive summary containing:

  - a summary of the valuation along with key valuation parameters;
  - a summary of key issues affecting value, if any;
  - the name of the valuer and his or her firm; and
  - the signature of the valuer and lead valuer if applicable.

- attach appendices setting out:

  - a statement of valuation policies;
  - a statement of valuation methodology; and
  - relevant market and sales information.

8. Each valuer must submit to his or her principal a draft valuation report prior to submission of the final reports, so that the principal can provide comment.

9. Each valuer will provide the final report to his or her principal once the draft has been reviewed and comments received.

TIMING

a) Principals appoint respective valuers;
b) Principals jointly appoint an Arbitrator;
c) Valuers agree on specified issues (30 Business Days from the Valuation Commencement Date);

d) Valuers to meet and discuss their respective reports (50 Business Days from the Valuation Commencement Date);
e) Valuers submit draft reports to respective principals (55 Business Days from the Valuation Commencement Date);
f) Principals provide comments to respective valuers (60 Business Days from the Valuation Commencement Date);
g) Valuers finalise reports and deliver to their respective principals (70 Business Days from the Valuation Commencement Date); and
h) The Principals exchange final valuation reports (71 Business Days from the Valuation Commencement Date).

DEFINITION

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

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

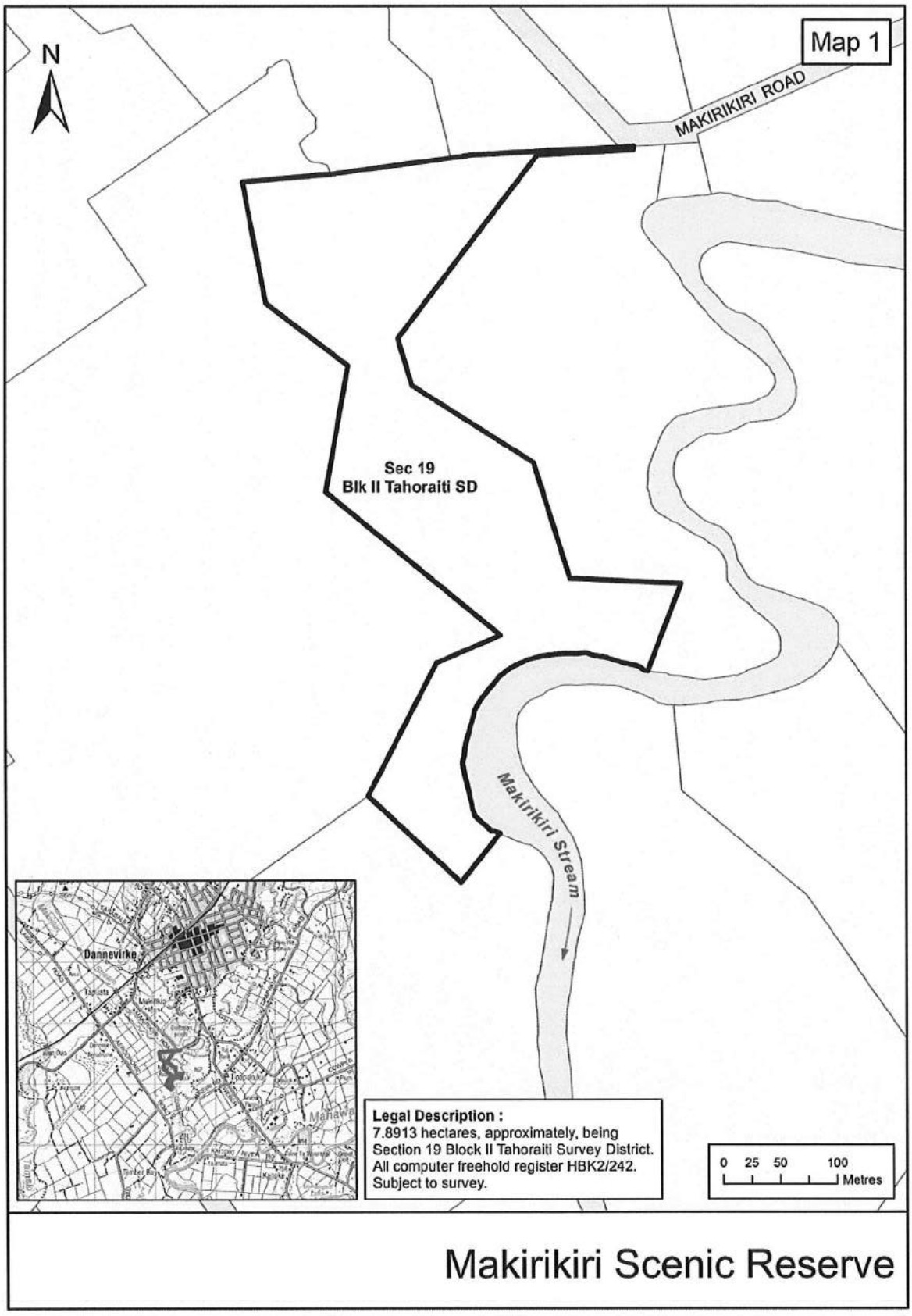
(b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and

(c) the days observed as the anniversaries of the provinces of Wellington and XXXXXXX.

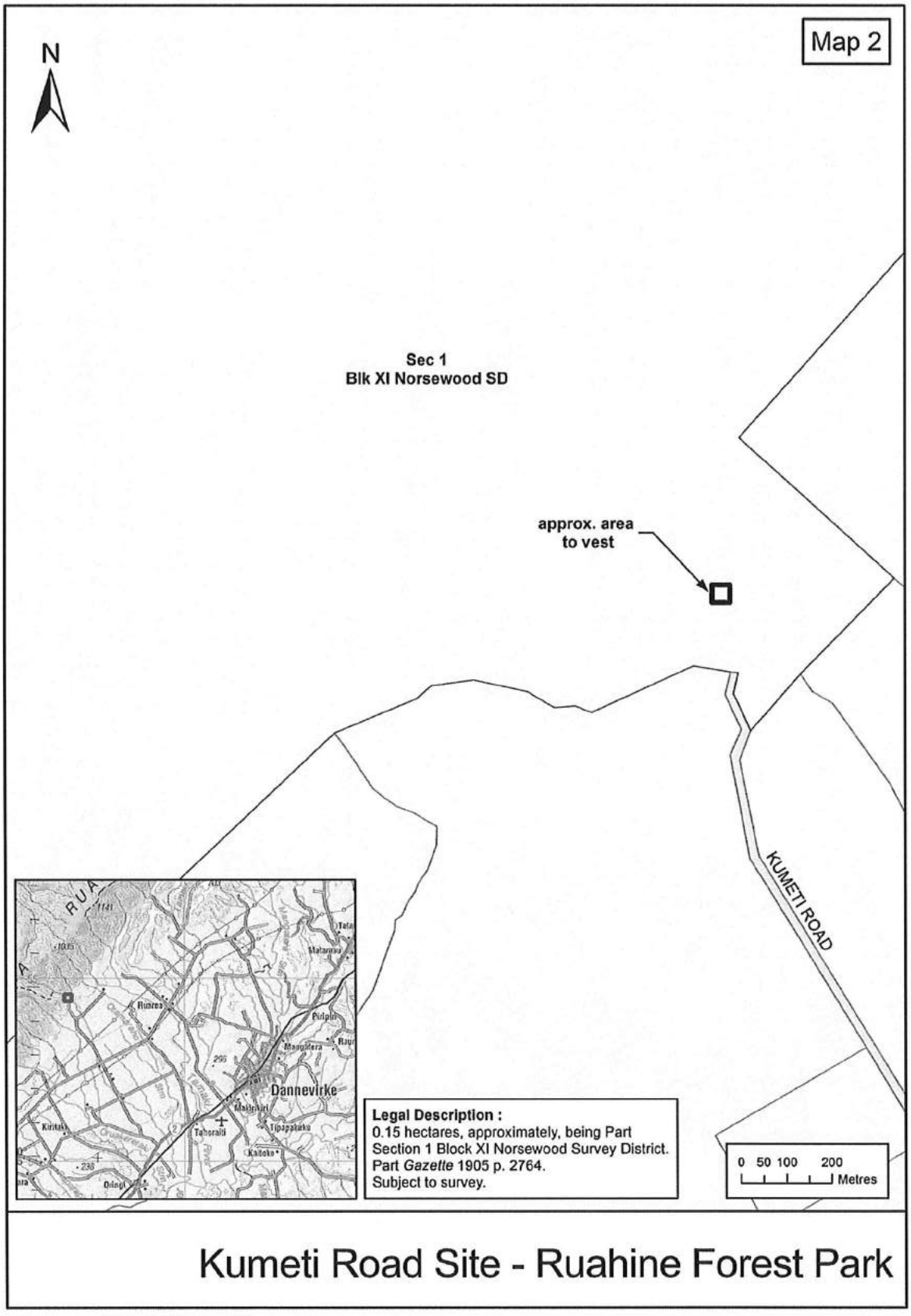
Valuation Commencement Date means the date by which disclosure has been provided by the Crown to the Claimant as outlined in Paragraph 2.

ATTACHMENTS

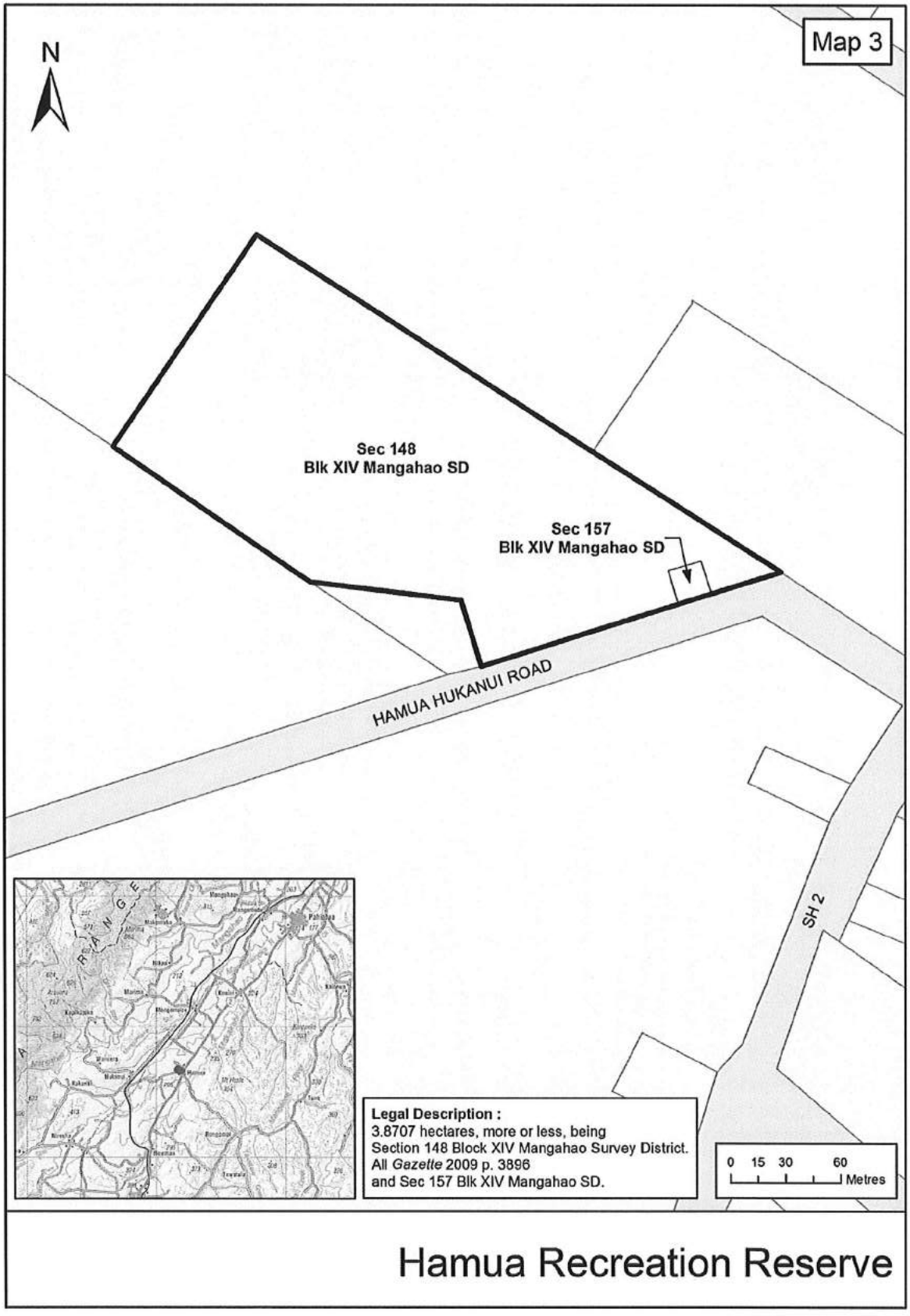
1 MAPS



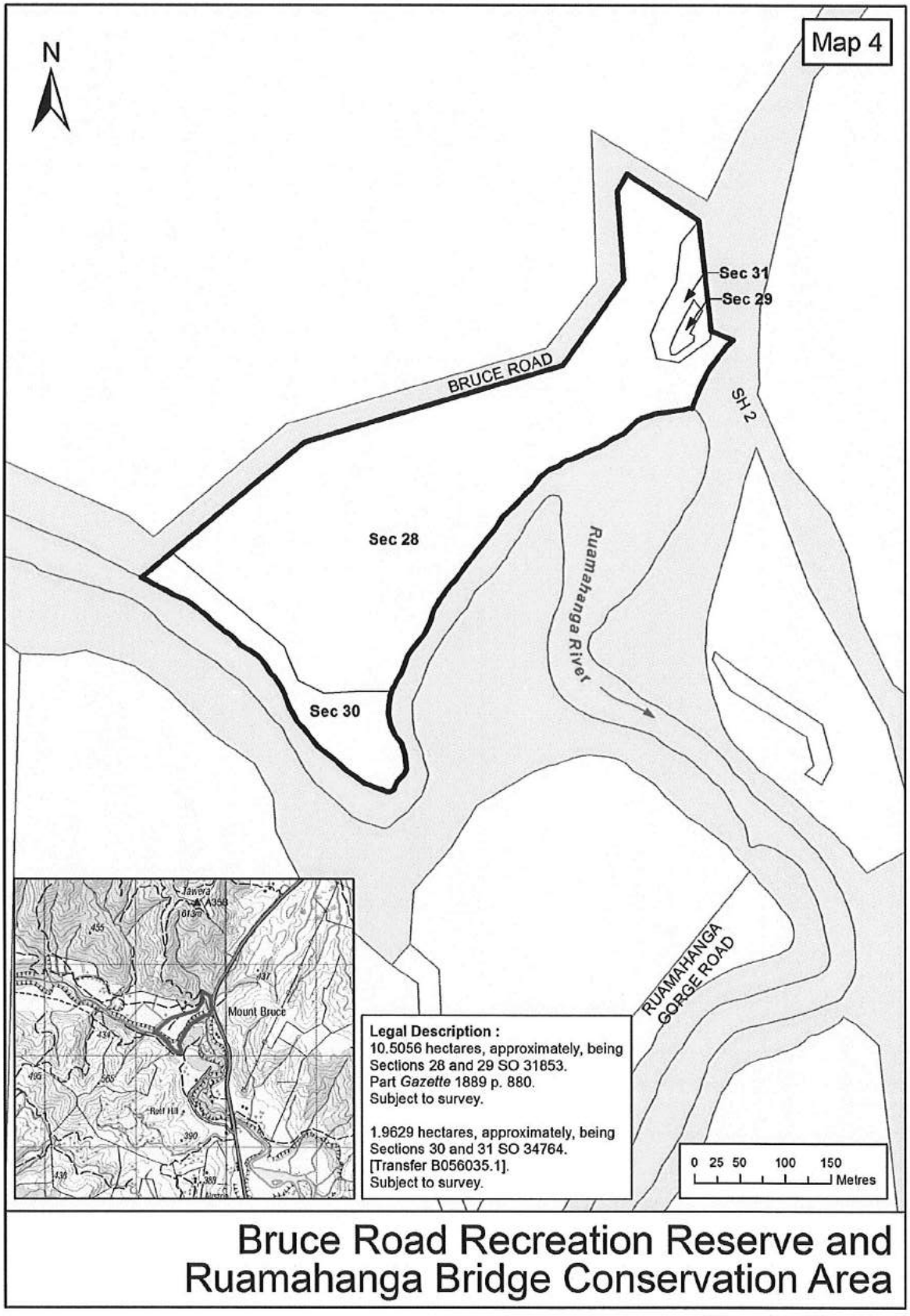
Makirikiri Scenic Reserve



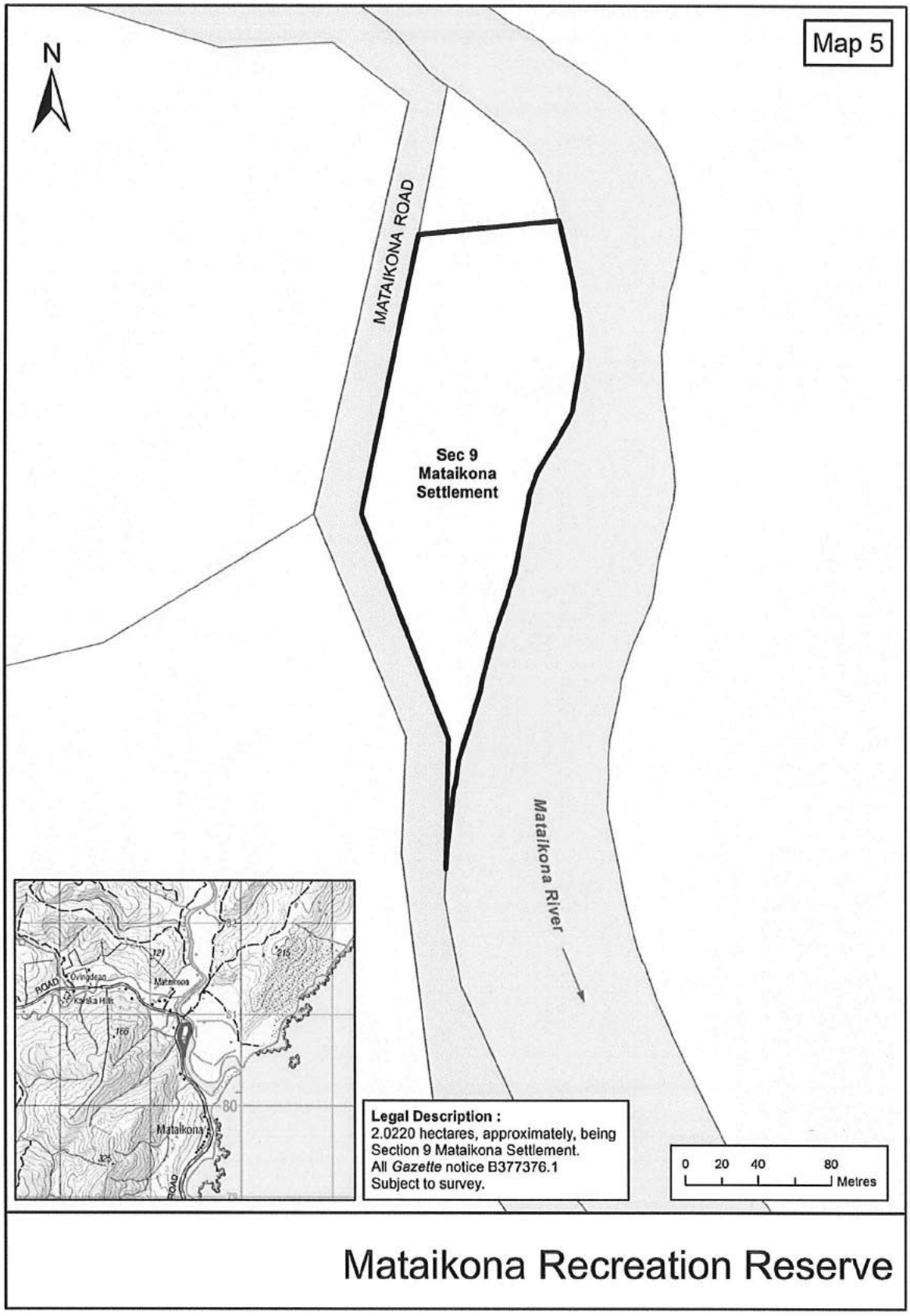
Kumeti Road Site - Ruahine Forest Park



Hamua Recreation Reserve



Bruce Road Recreation Reserve and Ruamahanga Bridge Conservation Area


Map 5
N
MATAIKONA ROAD
Sec 9
Mataikona
Settlement
Mataikona River
Legal Description :
2.0220 hectares, approximately, being
Section 9 Mataikona Settlement.
All Gazette notice B377376.1
Subject to survey.
0 20 40 80
Metres
Mataikona Recreation Reserve

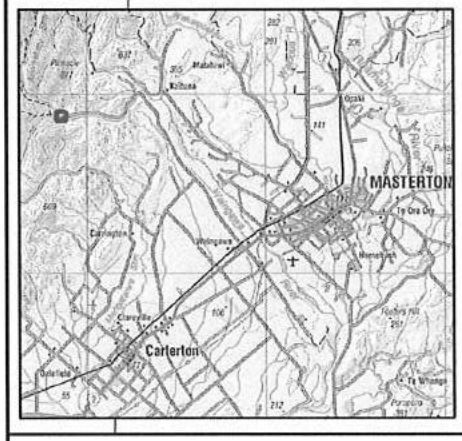
Map 6

N

approx. area
to vest

MT HOLDSWORTH ROAD

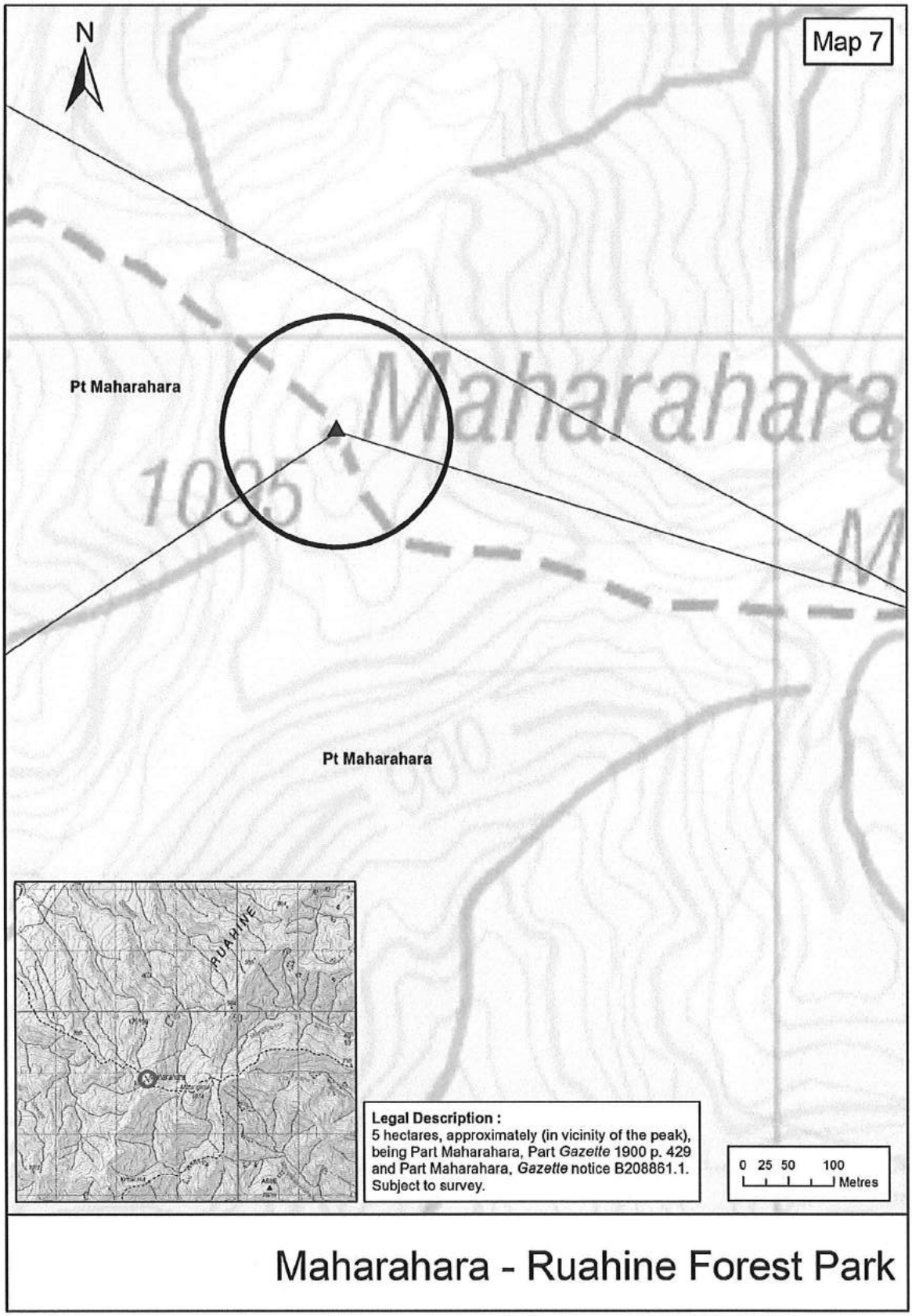
Atiwhakatu River



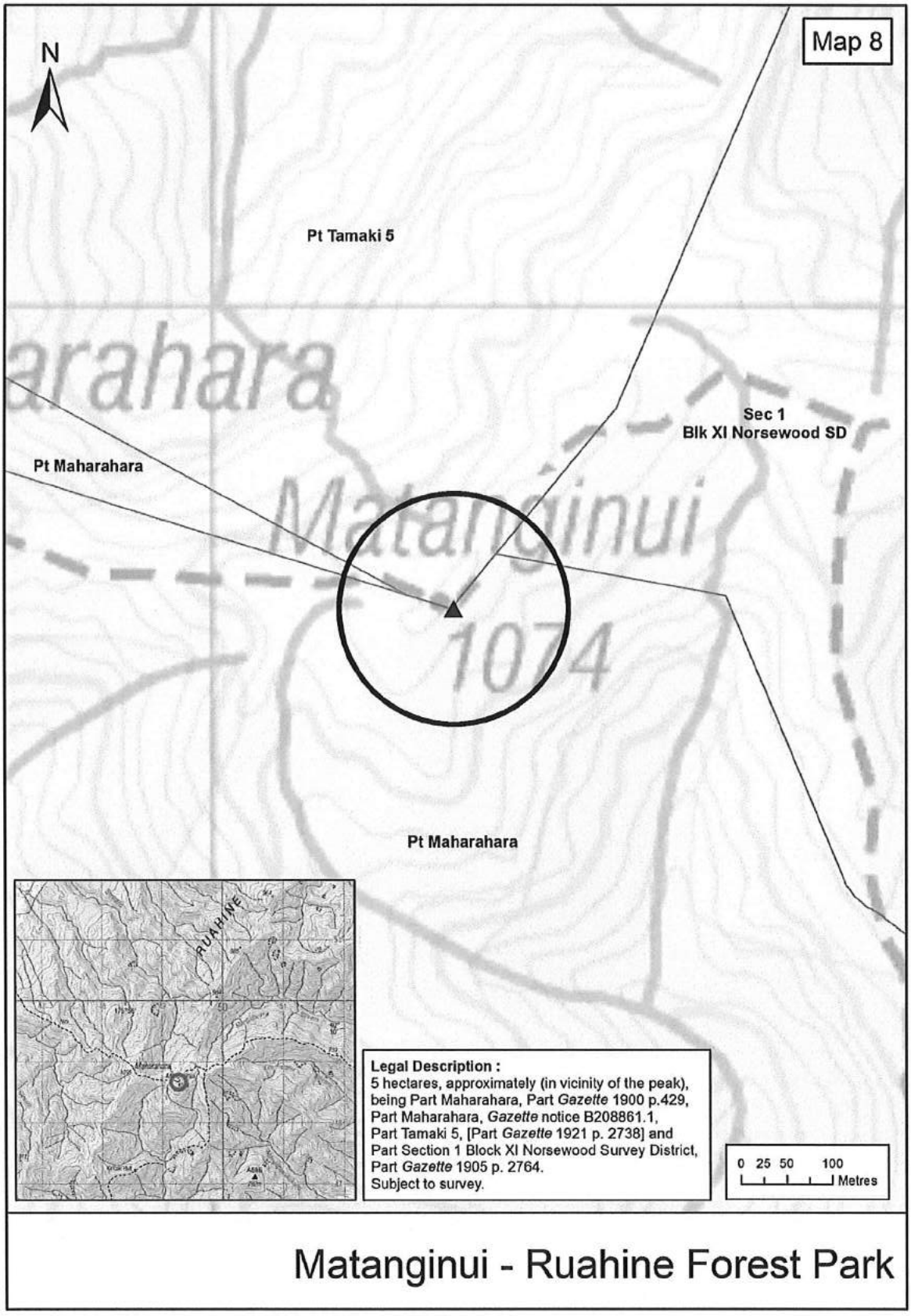
Legal Description :
0.2 hectares, approximately, being
Part Lot 1 DP 10247.
Part computer freehold register WN428/229.
Subject to survey.

0 10 20 40 60
Metres

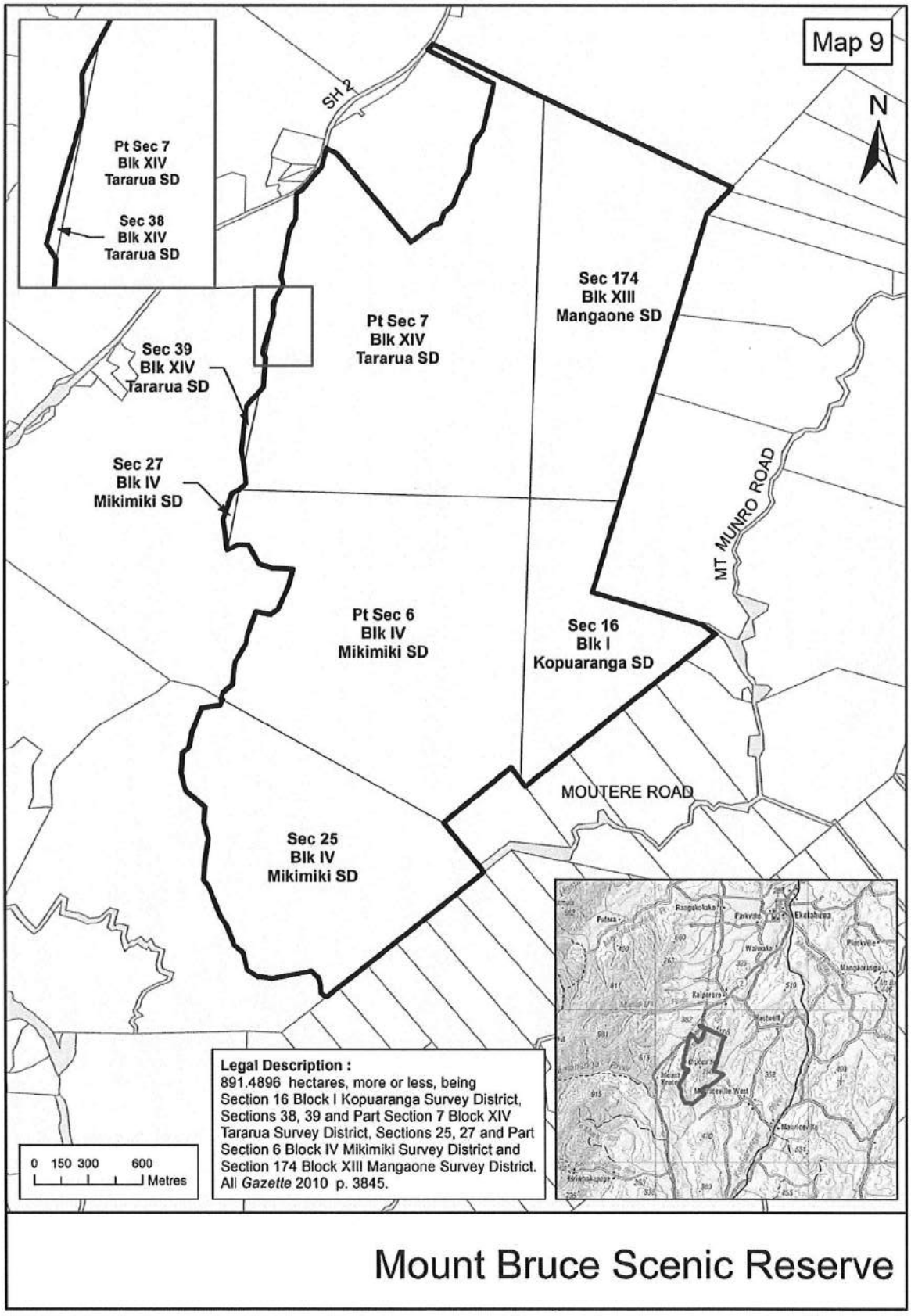
Mt Holdsworth Road Site - Tararua Forest Park



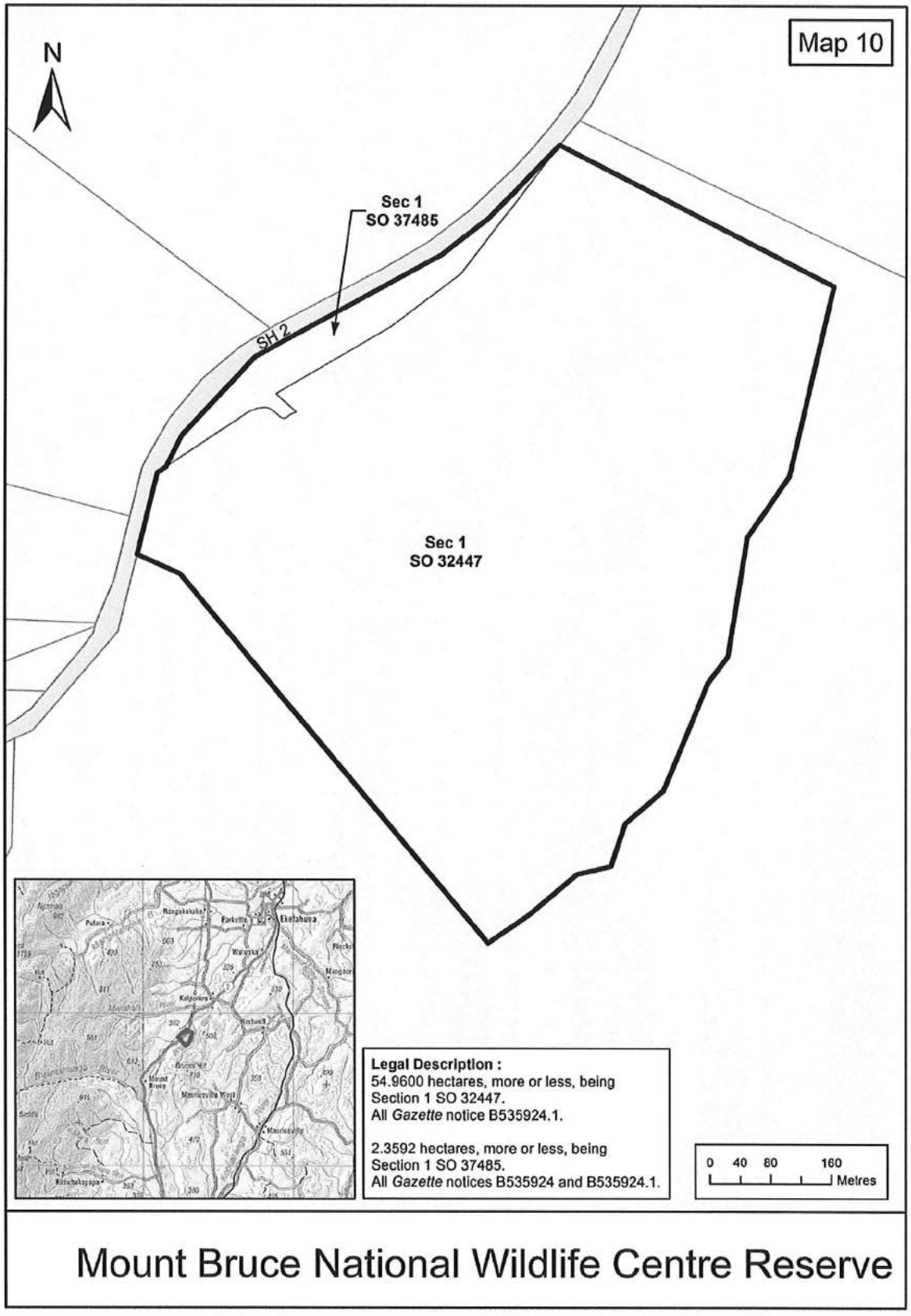
Maharahara - Ruahine Forest Park



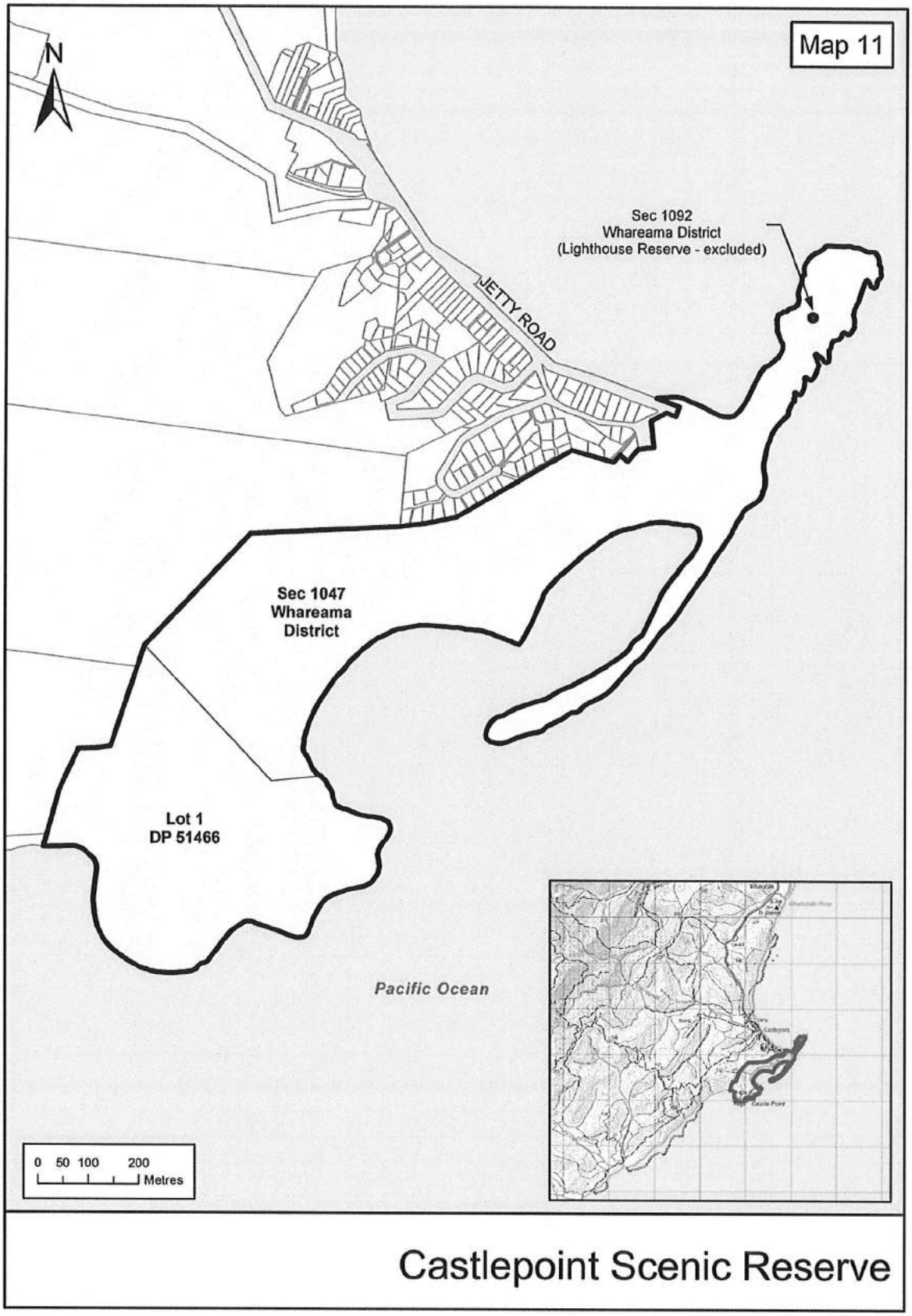
Matanginui - Ruahine Forest Park



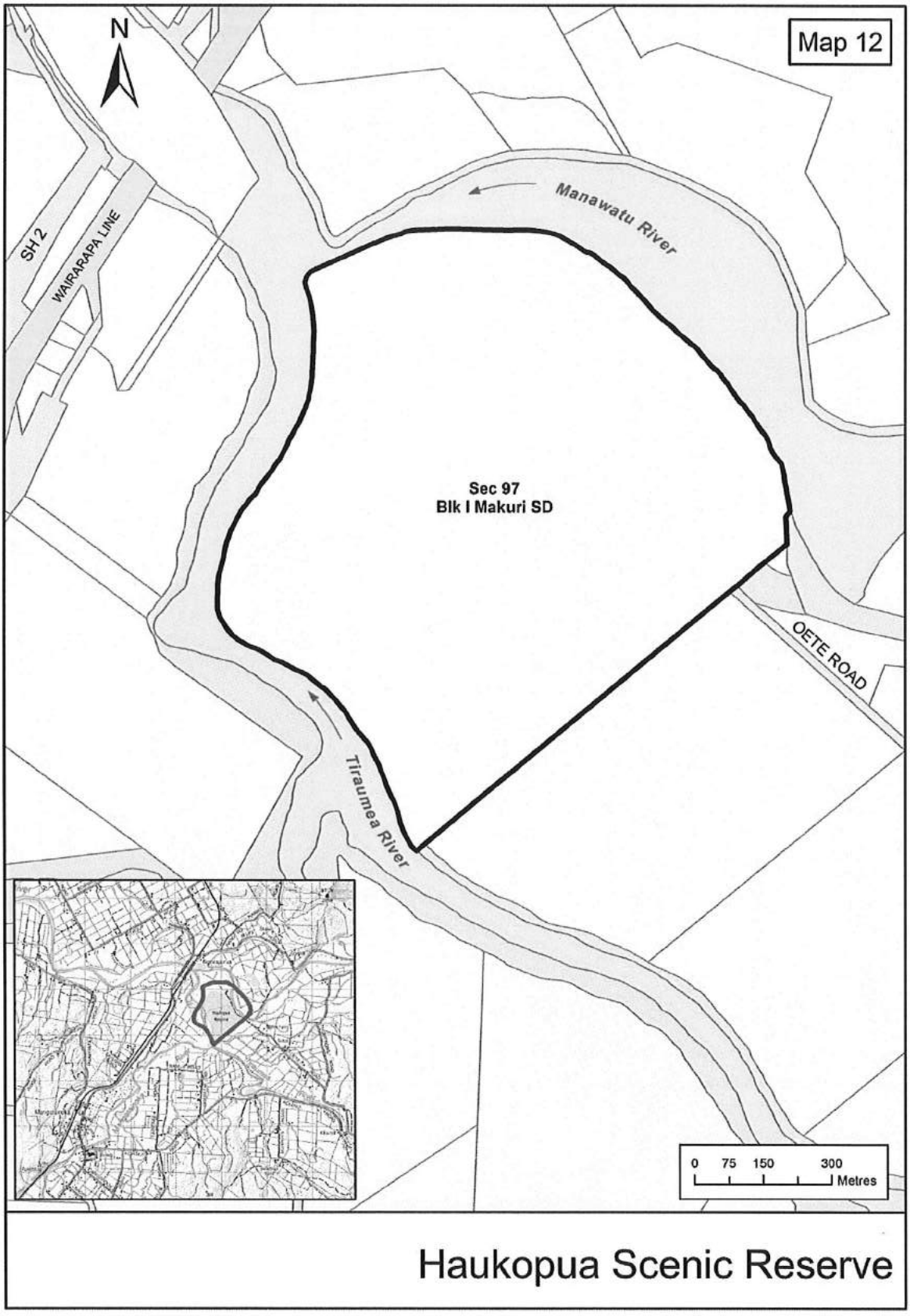
Mount Bruce Scenic Reserve



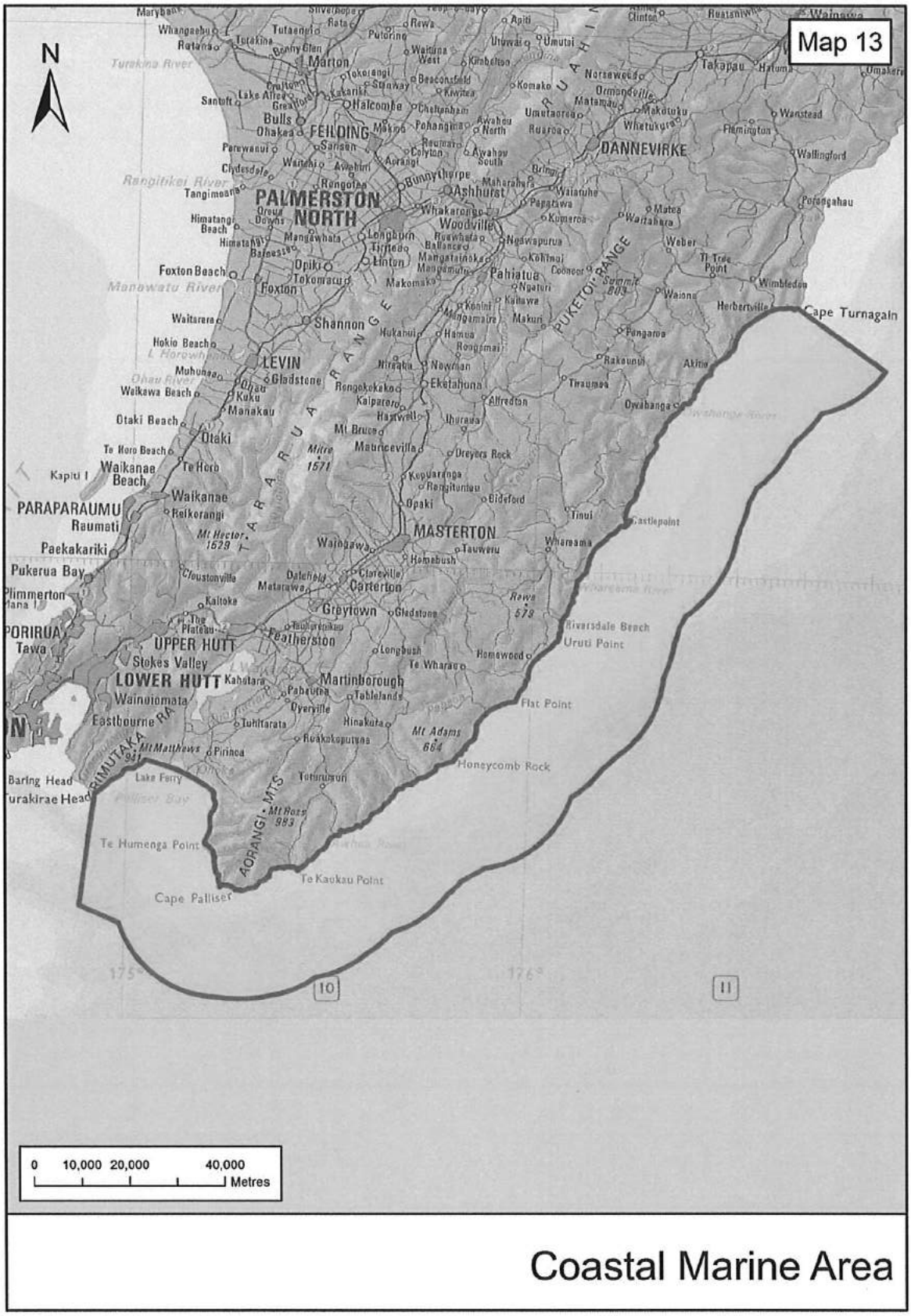
Mount Bruce National Wildlife Centre Reserve



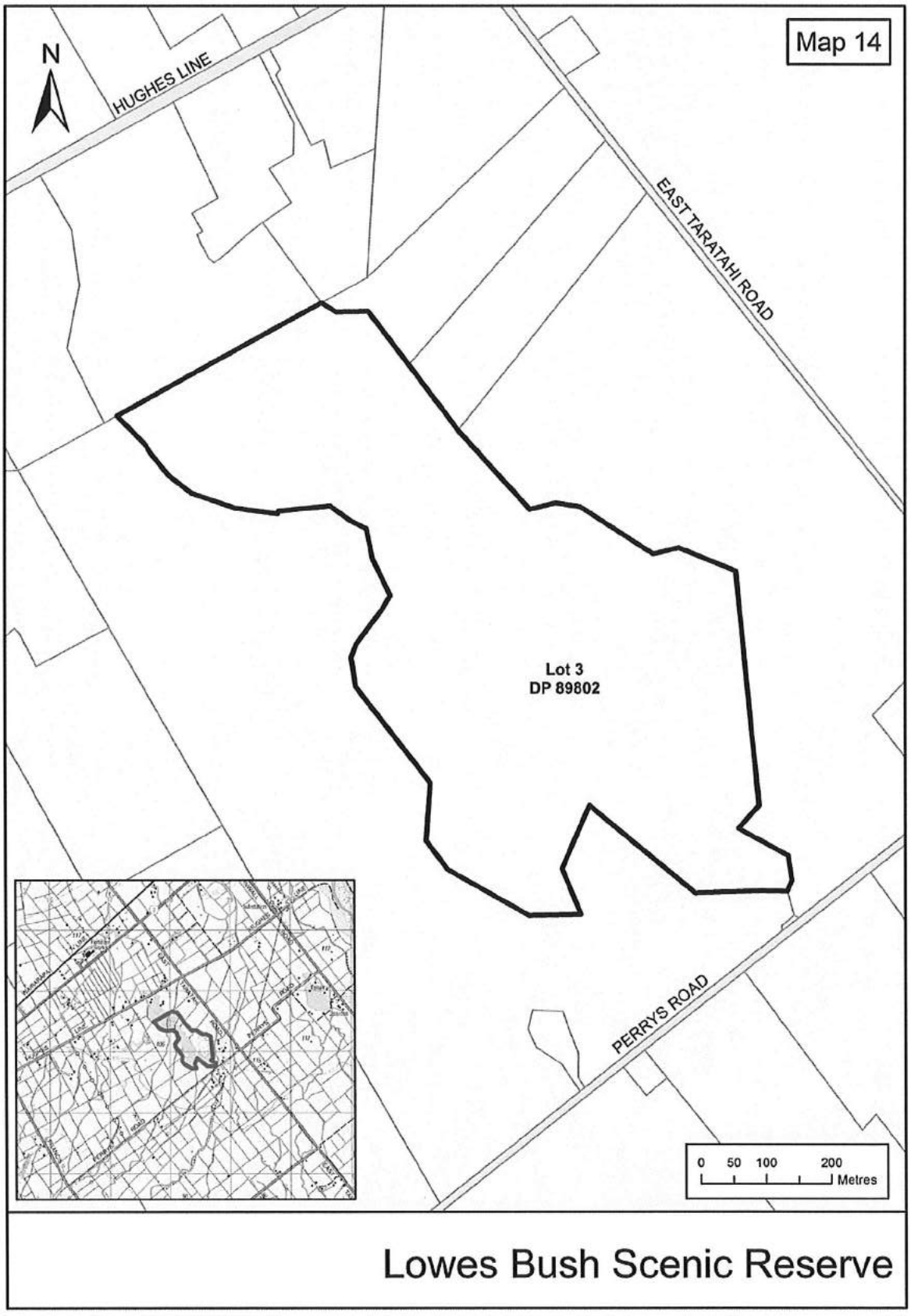
Castlepoint Scenic Reserve



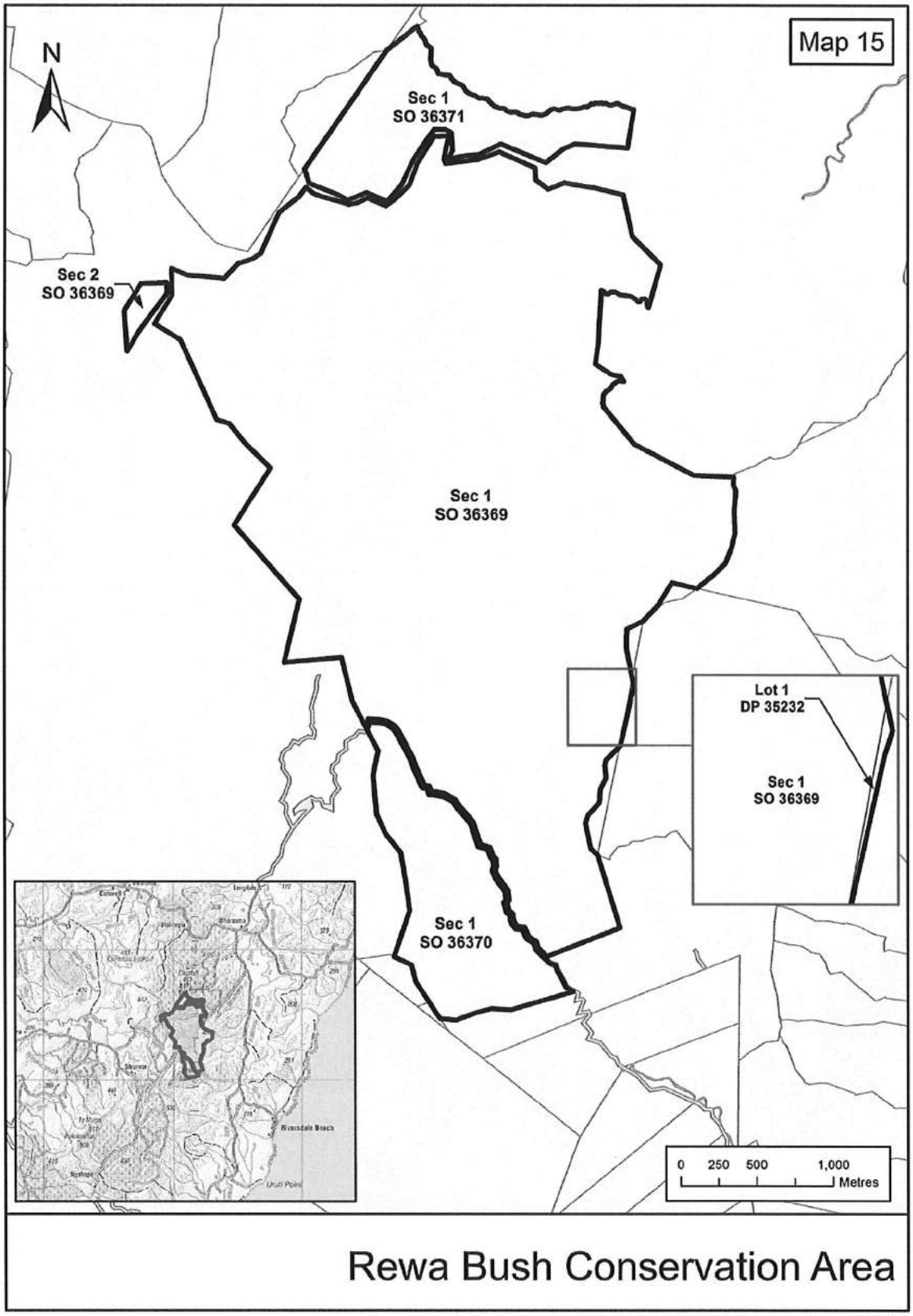
Haukopua Scenic Reserve



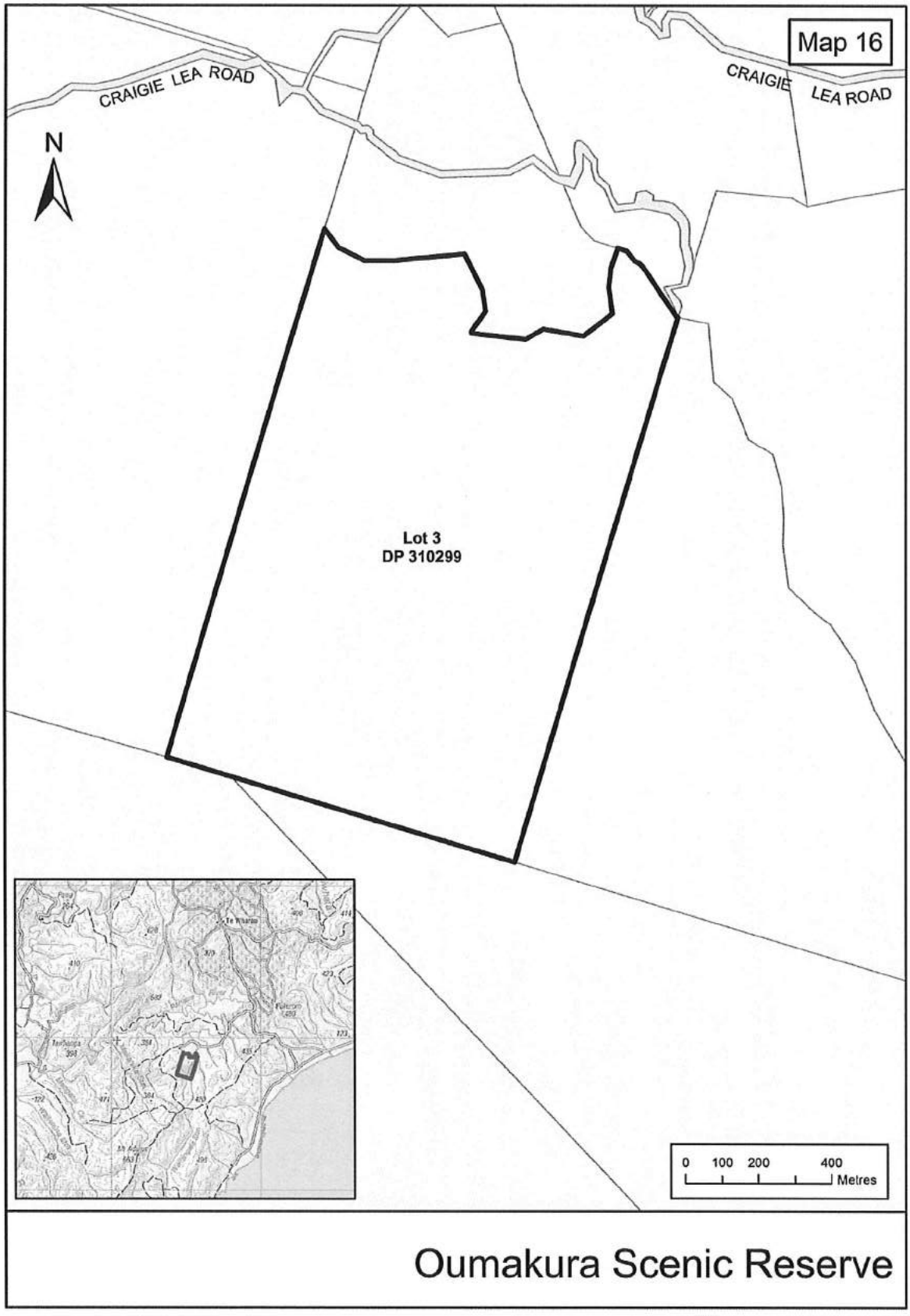
Coastal Marine Area



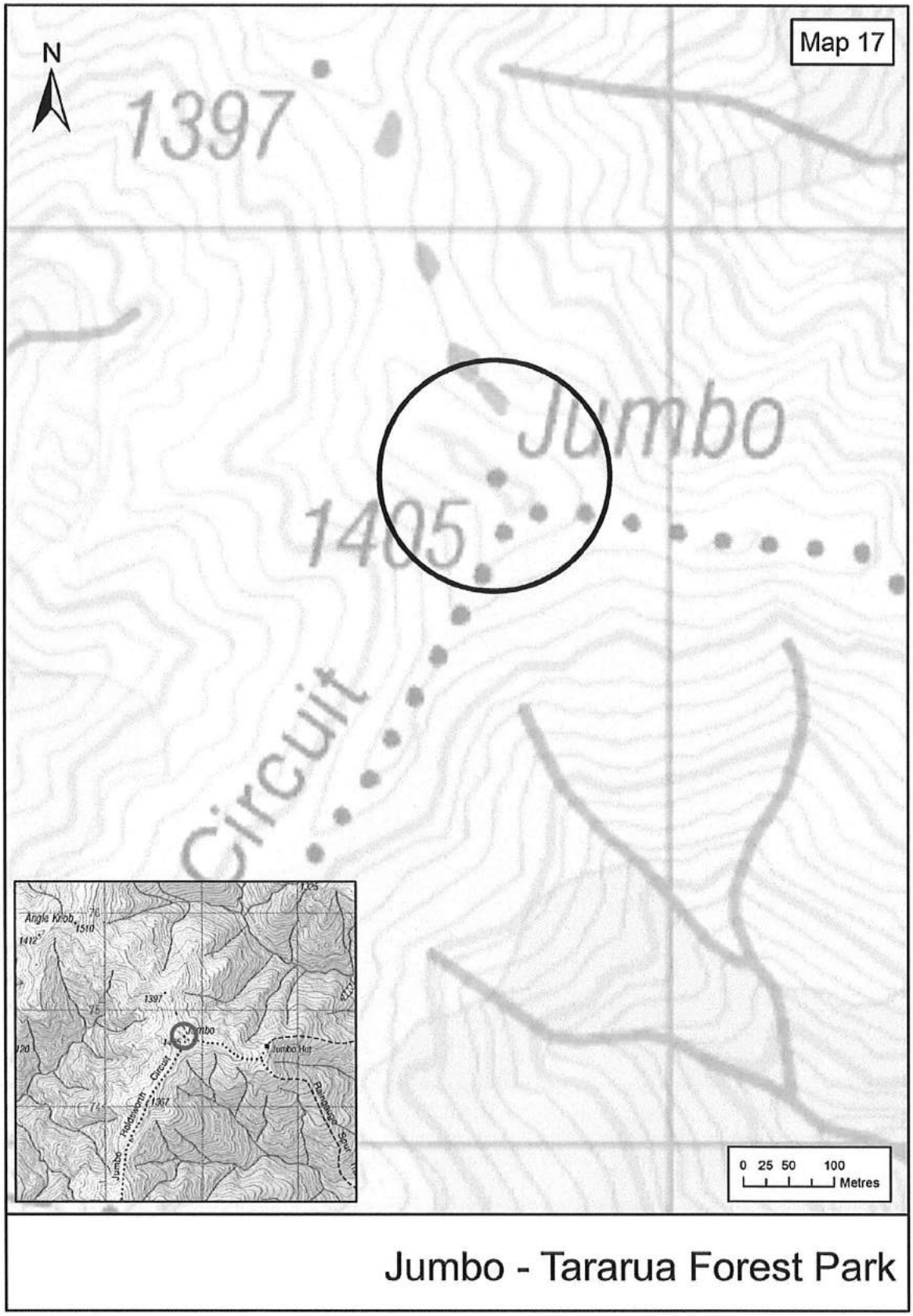
Lowes Bush Scenic Reserve



Rewa Bush Conservation Area



Oumakura Scenic Reserve



Jumbo - Tararua Forest Park

Map 18

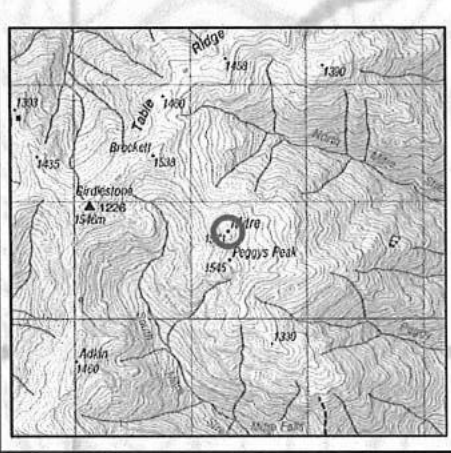
N

Mitre

1571

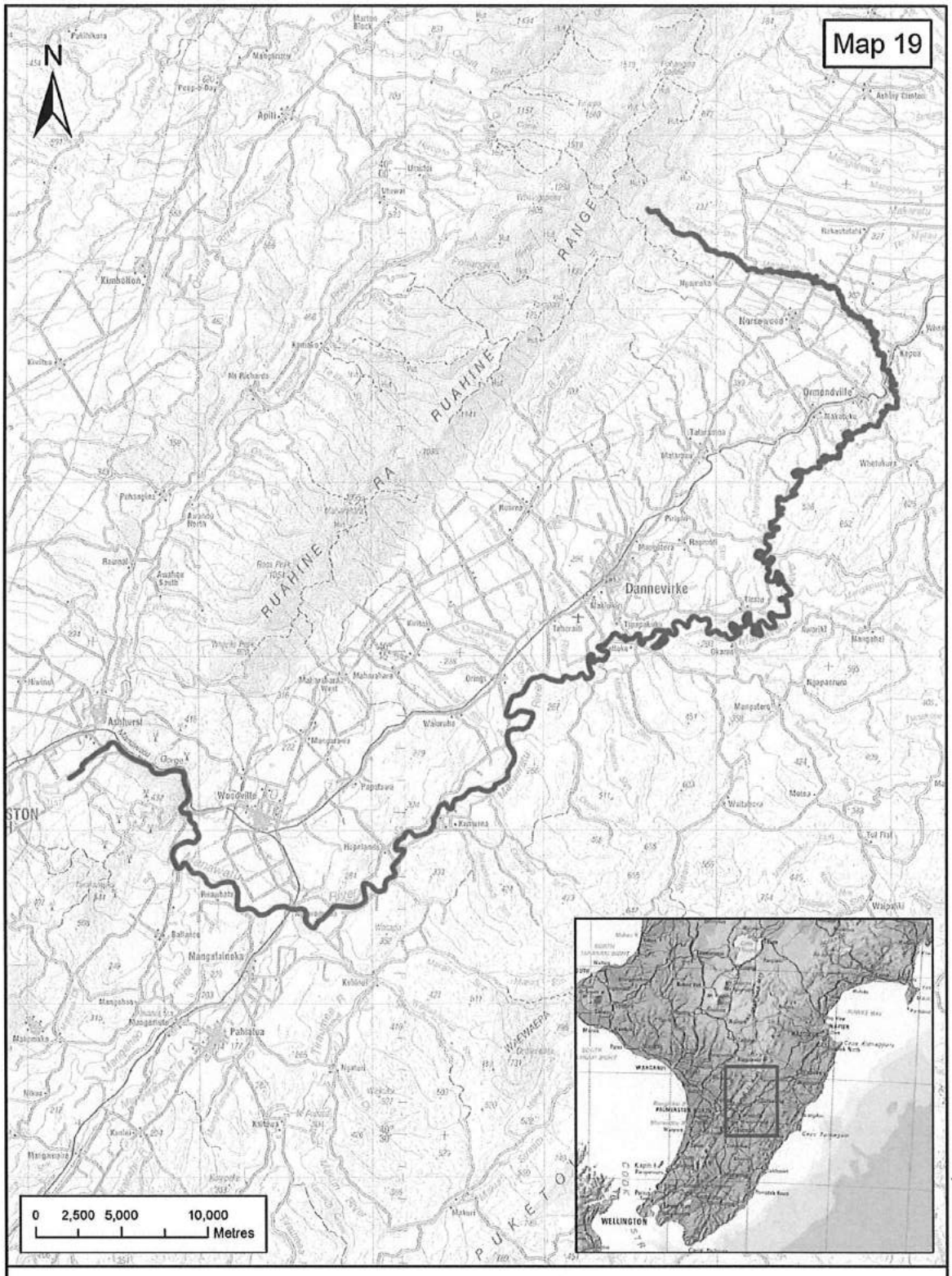
Peggys Peak

1545

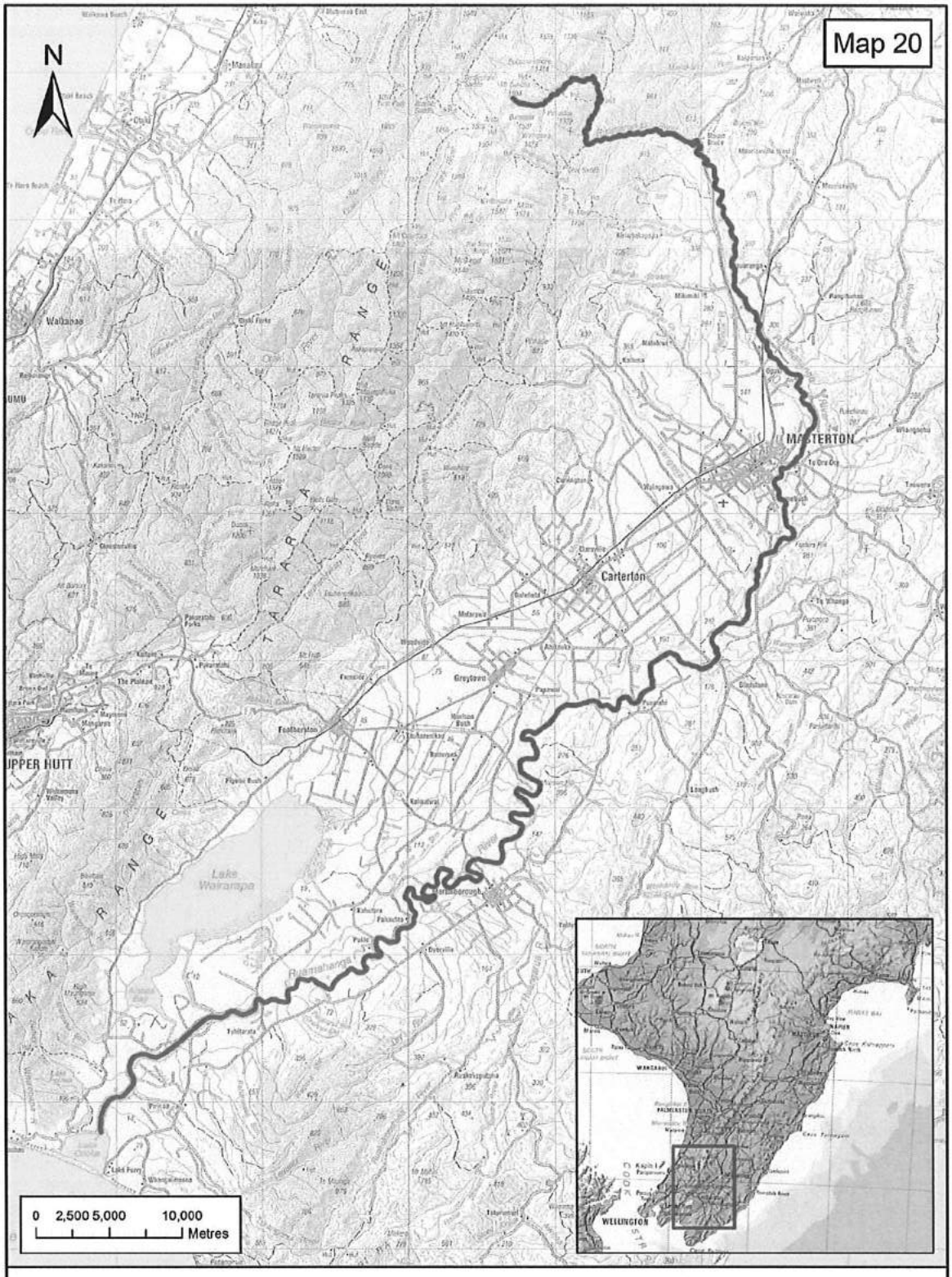


0 25 50 100
Metres

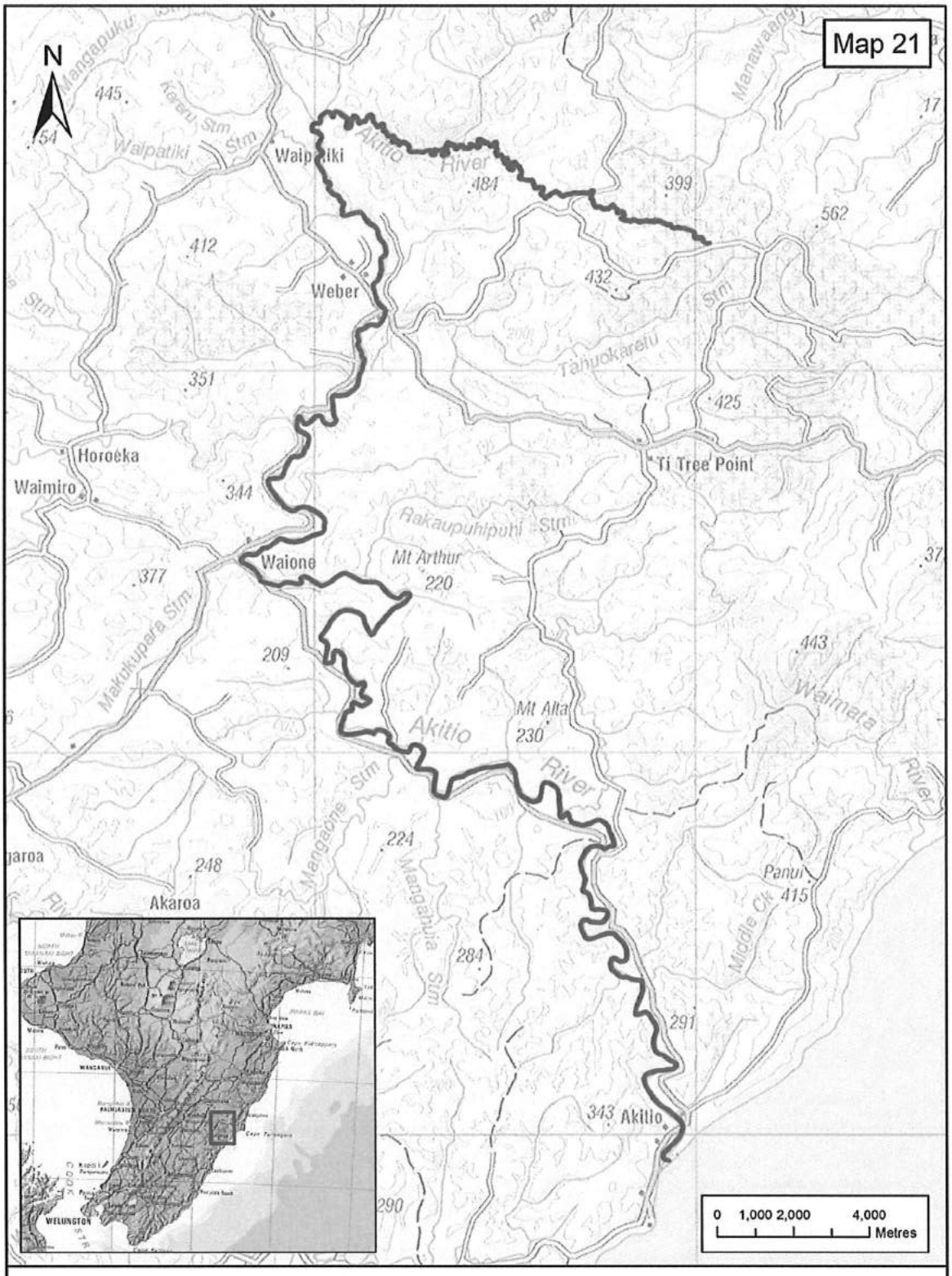
Mitre - Tararua Forest Park



Manawatu River and its tributaries

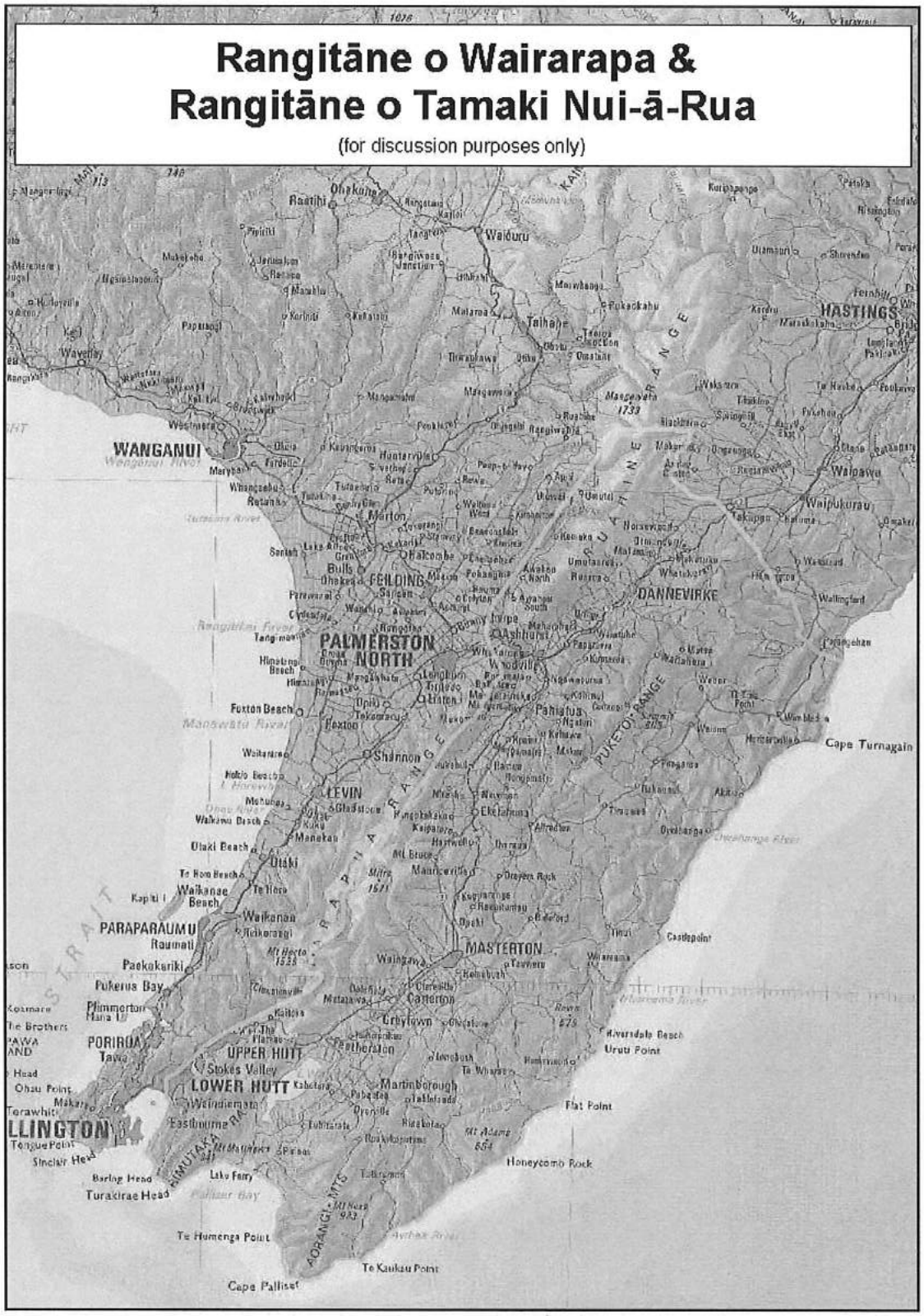


Ruamahanga River and its tributaries



Akitio River and its tributaries

2 AREA OF INTEREST



3 CROWN AND RANGITĀNE O WAIRARAPA AND RANGITĀNE O TAMAKI NUI-A-RUA PROCESS FOR RESOLVING OVERLAPPING CLAIMS

The following groups have been identified as having interests in the Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua area of interest:

a. Ngāti Kahungunu ki Wairarapa – Tāmaki Nui-ā-Rua (Ngāti Kahungunu ki Wairarapa – Tāmaki Nui-ā-Rua Trust)
b. Rangitāne o Manawatū (Tanenuiarangi Manawatū Incorporated)
c. Ngāti Kahungunu ki Heretaunga Tamatea (He Toa Takitini)
d. Tūwharetoa (Tūwharetoa Hapū Forum)
e. Muaūpoko (Muaūpoko Tribal Authority Incorporated)
f. Ngāti Tama (Ngāti Tama Mandate Limited)
g. Rangatahi (Ngāti Rangatahi Whanaunga Association Inc and Ngāti Rangatahi ki Rangitikei)
h. Ngāti Raukawa ki te Tonga
i. Ngāti Kauwhata (Ngāti Kauwhata Claim (Wai 972), Ngā Kaitaiki o Ngāti Kauwhata Inc, Kauwhata Treaty Claims Komiti and Nga Uri Tangata o Ngāti Kauwhata ki Te Tonga (Wai 784)
j. Ngāti Toa Rangatira (Te Runanga o Toa Rangatira Inc)
k. Taranaki Whanui ki Te Upoko o Te Ika (Port Nicholson Block Settlement Trust)
l. Ngāti Hauiti (Mōkai Pātea Waitangi Claims Trust)

Table 2 - Process for resolving overlapping claims within the Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua area of interest leading to AIP

Process Timeframe	Activities	
Negotiations commence	Overlapping claims strategy agreed between the Crown and Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua. Overlapping claims strategy report to Ministers Crown initial letter to groups with shared interests Contents include: • Key timeframes, proposed engagement process going forward • Contact details • Crown's understanding of Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua area of interest • provide Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua area of interest • Request for information on overlapping iwi interests • Offers to meet jointly or separately with the Crown and Rangitāne to discuss	
• *Early engagement and Interest discussions*	Iwi and Crown meet with groups (jointly or separately) • discuss general settlement timeframes and the overlapping claims process • discuss boundaries and the nature of the interests within the boundaries • discuss Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua redress aspirations and shared hapū in claimant definitions with the aim of reaching agreement or identifying areas of issues for further discussion. Schedule further meetings	Letters of support/views from overlapping groups

Process Timeframe	Activities	
	Crown and Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua discuss engagement with and interests of overlapping claimants at negotiation meetings Crown and Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua send **letter** to overlapping groups outlining proposed Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua aspirations and seeking feedback about the redress aspirations and the interests of overlapping groups in the shared area. Overlapping groups to respond to Crown/ Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua on their interests and views. Update Minister for Treaty of Waitangi Negotiations on status of overlapping claims	
• *Crown Offer*	Crown offer made to Rangitāne o Tamaki Nui-ā-Rua subject to resolution of overlapping claims Crown writes to overlapping groups advising of the proposed agreement in principle redress offered within the shared area of interest, next steps in overlapping claims process post AIP and seeking views Update Minister for Treaty of Waitangi Negotiations on status of overlapping claims and responses from overlapping groups.	
	SIGN AGREEMENT IN PRINCIPLE	