

**THE IWI AND HAPŪ OF TE WAIROA**

**and**

**TE TIRA WHAKAEMI O TE WAIROA**

**and**

**THE CROWN**

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**AGREEMENT IN PRINCIPLE  
TO SETTLE  
HISTORICAL CLAIMS**

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**11 June 2014**

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## 1 BACKGROUND

### **Te Tāhūhū o Te Tira Whakaemi o Te Wairoa**

- 1.1 Te Tira Whakaemi o Te Wairoa (**Te Tira**) comprises whānau, hapū and iwi who whakapapa primarily to the ancestral waka Tākitimu, with strong links also to the waka Kurahaupō. Te Tira representation is clustered and comprises iwi and hapū such as Rongomaiwahine (including Ngāi Te Rākatō), Ngāti Rākaipaaka, the hapū of Ngāti Kahungunu ki Te Wairoa (including those within Te Wairoa Tapokorau and Ngā Tokorima a Hinemanuhiri), and Ngāti Hine, Ngāti Hinepua, Ngāi Te Ipu and Ngāi Tahu Matawhāiti.
- 1.2 The iwi and hapū under the umbrella of Te Tira represent those who hold interests in Te Rohe Pōtae o Te Wairoa. The western boundary extends up to the Huiarau Range and includes lands and resources in parts of Te Urewera Waitangi Tribunal Inquiry District, namely Lake Waikaremoana and the land blocks, Waikaremoana, Manuoha, Pāharakeke, Tāhora, Waipaoa, Waiau, Tukurangi, Taramarama and Ruakituri. The northern boundary extends into the Gisborne Waitangi Tribunal Inquiry District, namely the Wharerata Forest and Te Puninga block (also known as Te Manga-o Pūraka). The eastern boundary follows the coastline from Paritū, taking in the Mahia Peninsula and Waikawa (Portland Island) and continues southward, passing the Wairoa River until it reaches the Waihua River, marking the southern boundary. It then returns inland through Ōhinepaaka (present day Cricklewood) to the Waiau River, where it meets the western boundary.

### **Te Timatatanga**

- 1.3 In 2002, a number of hapū and iwi of the Wairoa District came together at Rangiāhua marae to work together in resolving Treaty of Waitangi claims in the Wairoa District. Importantly, they came together first and foremost as whanaunga. Regardless of Treaty claims, they are and will continue to be closely related through shared ancestry. The approach made it possible to deal with the Crown policy of only negotiating with what it called “large natural groupings”. This approach was the genesis of Te Tira. For the following three years, the group discussed fully which pathway to follow to resolve claims before finally deciding on direct negotiations in 2005.
- 1.4 Key milestones for Te Tira since then –
- 1.4.1 successfully seeking a mandate to negotiate in 2009; and
  - 1.4.2 Crown recognition of the deed of mandate in 2011; and
  - 1.4.3 agreeing on the terms of negotiation with the Crown in 2012; and
  - 1.4.4 entering into negotiations with the Crown in 2013.

### **Te Pae Tawhiti**

- 1.5 The overarching goal for Te Tira outlined in the deed of mandate is to advance, restore and secure the economic and social well-being of the iwi and hapū of Te Wairoa as a

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whole and to ensure that assets received from any settlement are protected and well-managed for future generations.

### Ngā Mātāpono me Ngā Tikanga

- 1.6 The guiding principles for Te Tira, which were outlined in the terms of negotiation with the Crown, remain –
- 1.6.1 **Mana Motuhake:** he mana heke mai i ngā tīpuna tō mātau; he mana anō tō te Karauna - respect for the authority and autonomy of the parties and their individual roles and responsibilities; and
  - 1.6.2 **Whanaungatanga:** he mana tō tēnā, tō tēnā – respect for the historical and current relationships which bind us collectively, including respect and recognition of our whakapapa, mandates and accountabilities; and
  - 1.6.3 **Anga whakamua – kia puāwai, kia tutuki ngā wawata:** ‘he manako te koura e kore ai’ – be forward looking and seek to achieve results that benefit our people, recognising and accepting that this will require commitment and action; and
  - 1.6.4 **Manaakitanga:** emphasise behaviour and activities that are mana enhancing toward others including generosity, care, respect and reciprocity; and
  - 1.6.5 **Wairuatanga/Mauri:** acknowledging and understanding the existence of mauri and a spiritual dimension to life and to the world that requires regular attention and nourishment; and
  - 1.6.6 **Kaitiakitanga:** recognising the role of iwi and hapū as stewards and guardians of ngā taonga tuku iho, including the natural environment and resources, te reo Māori/tikanga Māori/mātauranga Māori, and the health and well-being of people and communities; and
  - 1.6.7 **Kotahitanga:** recognising and enhancing a unity of purpose and direction where all are able and encouraged to contribute.
- 1.7 Aside from the guiding principles, Te Tira also commits to the following tikanga –
- 1.7.1 **Te kawa o Te Wairoa:** recognising the customary philosophies and practices of the iwi and hapū of Te Rohe Pōtae o Te Wairoa; and
  - 1.7.2 **Mana whenua:** recognising the role the iwi and hapū of Te Rohe Pōtae o Te Wairoa have as stewards of those customary roles through whakapapa and maintenance of te ahi kā roa; and
  - 1.7.3 **Kanohi e kitea:** the importance of engaging with iwi and hapū in Te Rohe Pōtae o Te Wairoa; and
  - 1.7.4 **Kōrero Pono:** kia tika te kōrero, kua e huna – open, honest and transparent communication.

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### **Mandate and terms of negotiation**

- 1.8 The iwi and hapū of Te Wairoa between 21 March and 3 May 2009, in a series of mandating hui held regionally and nationally, gave Te Tira a mandate to negotiate a deed of settlement with the Crown settling the historical claims of the settling group.
- 1.9 The Crown recognised the mandate of Te Tira on 4 February 2011.
- 1.10 The mandated negotiators of Te Tira and the Crown agreed the scope, objectives and general procedures for the negotiations by terms of negotiation dated 30 June 2012.

### **Nature and scope of deed of settlement agreed**

- 1.11 The mandated negotiators and the Crown have agreed, in principle, the nature and scope of the deed of settlement.
- 1.12 This agreement in principle records that agreement and concludes substantive negotiations of the redress contemplated in this agreement in principle.

### **Approval and signing of this agreement in principle**

- 1.13 Te Tira has –
  - 1.13.1 approved this agreement in principle; and
  - 1.13.2 authorised the mandated negotiators to sign it on their behalf.

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- 2.1 Te Tira and the Crown agree –
  - 2.1.1 that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle; and
  - 2.1.2 to work together in good faith to develop, as soon as reasonably practicable, a deed of settlement based on this agreement in principle. In particular, the parties will work together to resolve any matters in relation to clause 3.5 of this agreement in principle, and agree or determine (where applicable) those matters under clauses 3.8 and 9.2; and
  - 2.1.3 the deed of settlement is to be signed by or on behalf of the iwi and hapū of Te Wairoa, 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 the iwi and hapū of Te Wairoa 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 the iwi and hapū of Te Wairoa, 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, or a potential deferred selection property, subject to final written confirmation from the Crown that each of those properties is available. If any such potential property is not available, the Crown is under no obligation to substitute that property with another property.
- 3.6 If the Crown is unable to confirm any redress contemplated by this agreement in principle due to overlapping claims, the parties may discuss alternative redress so that the nature of the redress contemplated by this agreement in principle is maintained so far as that is possible, in the deed of settlement.

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

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

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

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

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

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

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

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

- (a) described in the disclosure information provided for that deferred selection property (and not varied during the pre-purchase period); or
- (b) entered into by the Crown during the pre-purchase period; or
- (c) required to be created under the settlement documentation on or before the settlement date.

## **4 HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY**

- 4.1 The deed of settlement is to include –
- 4.1.1 an agreed account of the historical relationship between the iwi and hapū of Te Wairoa and the Crown, based on the historical account headings in schedule 3; and
  - 4.1.2 the Crown's acknowledgement of its acts and omissions which have breached the Treaty of Waitangi/Te Tiriti o Waitangi and its principles or caused prejudice to the iwi and hapū of Te Wairoa, based on the Crown acknowledgements in schedule 4; and
  - 4.1.3 a Crown apology for those breaches of the Treaty of Waitangi/Te Tiriti o Waitangi and its principles.

## **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.
- 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.



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**Table 1** – Potential cultural redress properties

Name of area	General description/location	Conditions of vesting/specific conditions currently known
Kumi Pakarae Conservation Area	<p>254.360 hectares, more or less, being Lots 4, 5 and 6 DP 8027. Part computer freehold register GS4D/967</p> <p>9.7089 hectares, more or less, being Lots 2, 3, 4, 5 and 8 DP 22114. Part computer freehold register HBJ1/552</p>	Vesting fee simple with a conservation covenant
Mahia Peninsula Scenic Reserve	373.7957 hectares, more or less, being Lots 1 and 2 DP 8528, Lots 1 and 4 DP 6009, Lot 1 DP 17776 and Lot 1 DP 17799. All computer freehold register HBJ1/1273	Vesting and gift-back
Morere Springs Scenic Reserve (Property A)	<p>2.1 hectares, approximately, being Part Section 14 SO 1800. Part computer freehold register HBJ4/626. Subject to survey</p> <p>0.5 hectares, approximately, being Part Lot 4, Block XV, Nuhaka North Survey District. Part computer freehold register HBJ4/626. Subject to survey</p> <p>4.6 hectares, approximately, being Part Section 35 SO 6591. Part computer freehold register HBJ4/626. Subject to survey</p> <p>0.8 hectares, approximately, being Part Lot 1 DP 19799. Part computer freehold register HBL4/411. Subject to survey</p>	Vesting fee simple this part of the property as a recreation reserve
Morere Springs Scenic Reserve (Property B)	351.4 hectares, approximately, being Section 21, Part Sections 11 and 14 SO 1800. Part computer freehold register HBJ4/626.	Vesting and gift-back this part of the property

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Name of area	General description/location	Conditions of vesting/specific conditions currently known
	<p>Subject to survey</p> <p>0.004 hectares, approximately, being Part Lot 4, Block XV, Nuhaka North Survey District. Part computer freehold register HBJ4/626. Subject to survey</p> <p>0.8 hectares, approximately, being Part Section 35 SO 6591. Part computer freehold register HBJ4/626. Subject to survey</p> <p>0.6 hectares, approximately, being Part Lot 1 DP 19799. Part computer freehold register HBL4/411. Subject to survey</p> <p>11.1391 hectares, more or less, being Section 35 SO 6342, Section 36 SO 6641 and Section 80 SO 8057. Part computer freehold register HBJ4/626</p>	
Ngamotu Lagoon Wildlife Management Reserve	Being Part Section 2, Block VI, Clyde Survey District. Subject to survey	Vesting fee simple as an historic or scenic reserve
Otoki Government Purpose (Wildlife Management) Reserve	<p>9.3830 hectares, more or less, being Lot 3 DP 324372. All computer freehold register 98451</p> <p>0.7186 hectares, more or less, being Lot 1 DP 324372. All computer freehold register 98449</p> <p>39.4806 hectares, more or less, being Parts Te Whakaki Block 1. All computer freehold register HBE3/889</p>	<p>Vesting fee simple as a scenic reserve</p> <p>Subject to Crown satisfaction with the outcome of consultation with the Trustees of the Rosemary Middleton estate</p>
Te Reinga Scenic Reserve Property A	11.4678 hectares, more or less, being Section 1 Block II, Opoiti Survey District. Part <i>Gazette</i>	Vesting and gift-back

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Name of area	General description/location	Conditions of vesting/specific conditions currently known
	1912, p 1612	
Whakamahi Government Purpose (Wildlife Management) Reserve	<p>Being Part Section 2, Block V, Clyde Survey District. Part computer freehold register HBM3/248. Subject to survey</p> <p>Being Parts Section 3R SO 3991 and Section 4R SO 3991. Part computer freehold register HBM3/249. Subject to survey</p>	Vesting fee simple as an historic or scenic reserve

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

### Southern blocks

- 5.4 Following the signing of the agreement in principle, the Crown will explore, in the Māori blocks south of Lake Waikaremoana –
- 5.4.1 the transfer of culturally significant sites on land administered by the Department of Conservation; and
- 5.4.2 providing statutory acknowledgements over land administered by the Department of Conservation or Land Information New Zealand, with terms as set out in clauses 5.7 and 5.8.
- 5.5 The redress will be subject to resolution of any overlapping claims.

### Overlay classification

- 5.6 The deed of settlement is to provide for the settlement legislation to –
- 5.6.1 declare the areas described in table 2 below as subject to an overlay classification; and
- 5.6.2 provide the Crown's acknowledgement of statements of the values of the iwi and hapū of Te Wairoa in relation to the areas; and
- 5.6.3 require the New Zealand Conservation Authority and relevant conservation boards –
- (a) when considering a conservation document, in relation to the areas, to have particular regard to –
- (i) the statement of values of the iwi and hapū of Te Wairoa; and

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- (ii) the protection principles agreed by the parties; and
- (b) before approving a conservation document in relation to the areas to –
  - (i) consult with the governance entity; and
  - (ii) have particular regard to its views as to the effect of the document on the values of the iwi and hapū of Te Wairoa and the protection principles; and
- 5.6.4 require the Director-General of Conservation to take action in relation to the protection principles; and
- 5.6.5 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 areas.

**Table 2 – Overlay classification**

<b>Overlay areas to which the overlay classification is to apply</b>	<b>General description/location</b>
Mahia Peninsula Scenic Reserve	Mahia Peninsula, Hawke's Bay
Morere Springs Scenic Reserve (Property B)	Morere, Hawke's Bay
Te Reinga Scenic Reserve (Property A)	Te Reinga, Hawke's Bay

### **Statutory acknowledgement**

- 5.7 The deed of settlement is to provide for the settlement legislation to –
  - 5.7.1 provide the Crown's acknowledgement of the statements by the iwi and hapū of Te Wairoa of their particular cultural, spiritual, historical and traditional association with each of the areas described in table 3 below as statutory areas to the extent that those areas are owned by the Crown; and
  - 5.7.2 require relevant consent authorities, the Environment Court and the Historic Places Trust to have regard to the statutory acknowledgement; and
  - 5.7.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area; and
  - 5.7.4 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
  - 5.7.5 enable the governance entity, and any member of the iwi and hapū of Te Wairoa, to cite the statutory acknowledgement as evidence of the settling group's association with a statutory area.

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**Table 3 – Statutory acknowledgements**

<b>Statutory areas to which the statutory acknowledgement is to apply</b>	<b>General description/location</b>
Mahia Peninsula Local Purpose (Esplanade) Reserve	Mahia Peninsula, Hawke's Bay
Mangaone Caves Scenic Reserve	North of Nuhaka, Hawke's Bay
Morere Springs Recreation Reserve	Morere, Hawke's Bay
Portland Island Marginal Strip	Portland Island, south of Mahia Peninsula
Te Reinga Scenic Reserve (Property B)	Te Reinga, Hawke's Bay
Waiatai Scenic Reserve	East of Wairoa, Hawke's Bay
Wharerata Hill Scenic Reserve	Wharerata, Hawke's Bay and Gisborne
Maungawhio Lagoon	Mahia Peninsula, Hawke's Bay
Nuhaka River	Northern Hawke's Bay
Wairoa River and main tributaries	Northern Hawke's Bay
Whangawehi Stream	Mahia Peninsula, Hawke's Bay

### 5.8 The statutory acknowledgements –

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

5.8.2 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 or the waterway that is not owned by the Crown; or
- (ii) those parts of the riverbeds that are within the common marine and coastal area defined in the Marine and Coastal Area (Takutai Moana) Act 2011.

### **Deeds of recognition**

5.9 The deed of settlement is to require that the Crown provide the governance entity with the deeds of recognition in relation to the statutory areas referred to in table 4 below to the extent that those areas are owned and managed by the Crown.

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5.10 A deed of recognition will require the Minister of Conservation and the Director-General of Conservation when undertaking certain activities within a statutory area, to –

5.10.1 consult the governance entity; and

5.10.2 have regard to its views concerning the association of the iwi and hapū of Te Wairoa with the statutory area as described in a statement of association.

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

Statutory areas to which the deed of recognition is to apply	General description/location
Mangaone Caves Scenic Reserve	North of Nuhaka, Hawke's Bay
Waiatai Scenic Reserve	East of Wairoa, Hawke's Bay

### Change to conservation status

5.11 The deed of settlement is to provide for the settlement legislation to change the conservation status of properties of the areas described in table 5.

**Table 5** – Changes to conservation status

Statutory areas to which a change in conservation status will be applied	General description/location	Current conservation status	New conservation status
Mangaone Caves Scenic Reserve	North of Nuhaka, Hawke's Bay	Scenic Reserve	Historic Reserve

### Potential official geographic names

5.12 Te Tira will develop a list of potential official geographic names to replace the existing geographic names listed in table 6 to be proposed to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa.

5.13 The deed of settlement is to provide for the settlement legislation to provide for each of the names listed in the deed to be the official geographic name of the feature, if the parties and the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa agree.

**Table 6** – Existing geographic names for which the iwi and hapū of Te Wairoa will propose potential official geographic names

Existing geographic name	General description of location/feature
Portland Island	Island south of Mahia Peninsula, Hawke's Bay
Blacks Beach (local use name)	Beach west of Mahia Peninsula, Hawke's Bay

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### Te Urewera

- 5.14 Following the signing of this agreement in principle the Crown will discuss with Te Tira how the interests of the iwi and hapū of Te Wairoa in parts of Te Urewera may be recognised –
- 5.14.1 in accordance with the Crown policy on overlapping claims; and
  - 5.14.2 consistent with agreements already entered into by the Crown in relation to Te Urewera and with the letters from the Office of Treaty Settlements to Te Tira on 8 February and 22 April 2013.

### Relationship redress

- 5.15 Relationship redress acknowledges and supports the aspirations of the iwi and hapū of Te Wairoa for enhanced relationships with core Crown agencies, local authorities and non-Crown organisations. The forms of the relationship redress are set out in clauses 5.16 to 5.34.

### Social and economic revitalisation strategy

- 5.16 Te Tira and the Crown acknowledge that the Wairoa region has significant socio-economic issues. Alongside the Treaty negotiations process, the Crown will work with Te Tira to identify opportunities for partnership to fulfil the aspirations of the iwi and hapū of Te Wairoa to improve the social and economic circumstances of Te Wairoa.
- 5.17 The iwi and hapū of Te Wairoa and the Crown will work in partnership to develop and implement a social and economic revitalisation strategy, the objectives of which will be to –
- 5.17.1 provide a framework for the Crown to partner with the iwi and hapū of Te Wairoa to identify and fulfil opportunities to promote the economic and social well being of Te Wairoa and the wider region; and
  - 5.17.2 enable the iwi and hapū of Te Wairoa to support and contribute to the social and economic development of Te Wairoa and the wider region; and
  - 5.17.3 develop and implement more effective delivery of social and economic services and programmes for Te Wairoa and the wider region.
- 5.18 The iwi and hapū of Te Wairoa and the Crown will develop the strategy through the following phases –
- 5.18.1 **scoping phase:** within 12 months of signing the deed of settlement, the Crown agencies set out in clause 5.20 and the iwi and hapū of Te Wairoa will meet and exchange information to identify the opportunities for cooperation in the delivery of social and economic services and allocate responsibilities for the preparation and implementation of the strategy; and

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- 5.18.2 **preparation of the strategy:** the Crown agencies listed in clause 5.20 and the iwi and hapū of Te Wairoa will prepare a strategy to achieve the objectives outlined in clause 5.17 of this agreement in principle; and
- 5.18.3 **implementation of the strategy:** the Crown agencies listed in clause 5.20 and the iwi and hapū of Te Wairoa will carry out their respective responsibilities under the strategy. This phase will also include evaluation checks.
- 5.19 The strategy will contain –
- 5.19.1 the shared social and economic goals of the iwi and hapū of Te Wairoa and the Crown; and
  - 5.19.2 commitments from the iwi and hapū of Te Wairoa and Crown agencies to combined action and sharing of resources where that is in the mutual interests of the iwi and hapū of Te Wairoa and the Crown agencies; and
  - 5.19.3 a monitoring and evaluation framework for the strategy; and
  - 5.19.4 mechanisms for the resolution of disputes.
- 5.20 The Crown agencies involved in the development of the social and economic revitalisation strategy will be –
- 5.20.1 the Ministry for Primary Industries; and
  - 5.20.2 the Ministry of Business, Innovation and Employment; and
  - 5.20.3 the Ministry of Social Development; and
  - 5.20.4 the Ministry of Education; and
  - 5.20.5 Te Puni Kōkiri.
- 5.21 If other Crown agencies agree they may be added to the list in clause 5.20.
- 5.22 The strategy will be developed and implemented with Crown agencies to the extent agency resourcing will allow.
- 5.23 The strategy will not override the Crown's ability to make decisions relating to Crown policy setting, funding and responsibilities or to provide services in the Te Wairoa. Nor will the strategy derogate from the Crown's responsibilities in Te Wairoa.



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### Protocols

- 5.24 The deed of settlement is to require that the responsible Minister issue the governance entity with the protocol referred to in table 7 below.
- 5.25 A protocol will provide for the Crown's interaction with the governance entity in relation to specified matters.

**Table 7 – Protocols**

<b>Responsible Minister</b>	<b>Protocol</b>
Minister for Arts, Culture and Heritage	Taonga Tūturu

### Partnership Agreement with the Department of Conservation

- 5.26 The deed of settlement will provide for the Department of Conservation to enter into a partnership agreement with the governance entity.
- 5.27 The parties intend that the partnership agreement will enable the Department of Conservation and the governance entity to maintain a positive, collaborative and enduring relationship into the future.
- 5.28 The partnership agreement will be substantially based on the partnership agreement attached as schedule 5.

### Relationship agreement with the Ministry for the Environment

- 5.29 The Ministry for the Environment will work with the iwi and hapū of Te Wairoa following the signing of the agreement in principle to develop a relationship agreement that will cover –
- 5.29.1 a commitment from the Ministry to meet with the governance entity on an annual basis to discuss a list of items agreed in advance by both parties; and
- 5.29.2 provisions for the establishment of a biennial regional forum in the Hawke's Bay region to enable the governance entity and the mandated representatives of other iwi and hapū of the Hawke's Bay region to meet with the Minister for the Environment, subject to the Minister's availability, and a Deputy Secretary from the Ministry to discuss environmental issues affecting the region, including the development of any new policy and legislation. To facilitate this purpose the Ministry for the Environment will coordinate the invitations to senior representatives of other government agencies with an interest in natural resources to attend the biennial regional forum where relevant, or where the governance entity so requests.

## **AGREEMENT IN PRINCIPLE**

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### **Letter of commitment with the Department of Internal Affairs and the Museum of New Zealand Te Papa Tongarewa**

- 5.30 The deed of settlement will provide for the Department of Internal Affairs (National Library and Archives New Zealand, and Births, Deaths and Marriages functions) and Museum of New Zealand Te Papa Tongarewa to enter into a letter of commitment with the iwi and hapū of Te Wairoa that focuses on the development and implementation of a shared vision and commitments with respect to the restoration and protection of taonga and to develop a constructive relationship to facilitate access to, and protection of, information and taonga associated with the iwi and hapū of Te Wairoa. This relationship agreement will be agreed following the signing of this agreement in principle and will be based on similar agreements with other iwi.

### **Letter of recognition with the Ministry for Primary Industries**

- 5.31 The Crown, through the Ministry for Primary Industries, recognises that the iwi and hapū of Te Wairoa, as defined in schedule 1 paragraphs 1.3 and 1.4, which represents tangata whenua –
- 5.31.1 are entitled to have input into, and participate in, fisheries management processes that affect fish stocks in their area of interest and that are managed by the Ministry under fisheries legislation; and
  - 5.31.2 have a special relationship within their area of interest with all species of fish, aquatic life and seaweed and all such species being taonga of the iwi and hapū of Te Wairoa, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.
- 5.32 The deed of settlement will provide for the Ministry for Primary Industries to issue a letter of recognition that will outline how the Ministry for Primary Industries –
- 5.32.1 is working with hapū and iwi within the region extending from Mahia to Wairarapa, to develop fisheries management processes (including regional fora) to enable tangata whenua to have input into, and participate in –
    - (a) processes to address sustainability measures; and
    - (b) fisheries regulations; and
    - (c) forum fisheries plans; and
    - (d) the establishment of marine protected areas; and
  - 5.32.2 will ensure that the iwi and hapū of Te Wairoa have an opportunity to participate in any regional initiatives that provide for input and participation of hapū and iwi in the fisheries management processes and primary sector policy development led and undertaken by the Ministry for Primary Industries; and
  - 5.32.3 will explore with Te Tira the appointment of the Trustees of the governance entity to an advisory committee where there are fisheries sites of particular importance to the iwi and hapū of Te Wairoa.

## **AGREEMENT IN PRINCIPLE**

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### **Letters of introduction to local authorities**

5.33 The deed of settlement will provide for the Minister for Treaty of Waitangi Negotiations to write letters of introduction to the following local authorities, and any other body as agreed between parties, to introduce the iwi and hapū of Te Wairoa and the governance entity –

5.33.1 Hawke's Bay Regional Council; and

5.33.2 Wairoa District Council.

5.34 The purpose of the letters is to raise the profile of the iwi and hapū of Te Wairoa with the local authorities. The text of the letters will be agreed between the mandated negotiators and the Crown and issued as soon as practicable after the establishment of the governance entity and before settlement date.

### **Hawke's Bay Regional Planning Committee**

5.35 The iwi and hapū of Te Wairoa will be entitled to appoint a member to the Hawke's Bay Regional Planning Committee.

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

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

## **6 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 cultural 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.

## **AGREEMENT IN PRINCIPLE**

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

- 6.2 Subject to any adjustment in accordance with clause 6.3, 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 \$100 million less –
- 6.2.1 \$3.57 million being the transfer value of the Crown interest in Wharerata Forest Limited; and
- 6.2.2 the total of the transfer values (determined in accordance with the valuation processes in schedules 6 and 7) of any properties that the deed of settlement provides are commercial redress properties to be transferred to the governance entity on the settlement date.
- 6.3 The parties acknowledge that the financial and commercial redress amount in clause 6.2 may be adjusted in the deed of settlement depending on the value of cultural properties vested under part 5 of this agreement in principle.

### **Crown interest in Wharerata Forest Limited**

- 6.4 The deed of settlement is to provide that the Crown will transfer to the governance entity the Crown interest in Wharerata Forest Limited.
- 6.5 The transfer of the Crown interest in Wharerata Forest Limited will be subject to the process set out in section 77 of the Ngāi Tāmanuhiri Claims Settlement Act 2012 and schedule 1 of the Wharerata Forest shareholders' agreement and trust deed.

### **Potential commercial redress properties**

- 6.6 The deed of settlement is to provide that the Crown must transfer to the governance entity on the settlement date the property described in table 8 below as a potential commercial redress property if the parties agree it is to be a commercial redress property.
- 6.7 If a commercial redress property to be transferred to the governance entity is licensed land the settlement documentation is to provide –
- 6.7.1 the licensed land is to cease to be Crown forest land upon registration of the transfer; and
- 6.7.2 from the settlement date, the governance entity is to be, in relation to the licensed land –
- (a) the licensor under the Crown forestry licence; and
- (b) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and

## AGREEMENT IN PRINCIPLE

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

**Table 8 – Potential commercial redress property**

Landholding agency	Property name/address	General description/location	Conditions of transfer/specific conditions currently known
Land Information New Zealand	Patunamu Crown forest licensed land	Part Lot 1 DP 8028 Lot 1 DP 5333 Lot 2 DP 5333 Lot 3 DP 5333 Lot 1 DP 8029 Lot 2 DP 8029 Lot 1 DP 7868 Lot 1 DP 8027 Lot 2 DP 8027 Lot 3 DP 8027 Lot 9 DP 22114 Lot 1 DP 22114 Lot 6 DP 22114 Lot 7 DP 22114	Subject to resolution of overlapping claims with Ngāti Ruapani ki Waikaremoana

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

### Potential deferred selection properties

- 6.8 The deed of settlement is to provide the governance entity may, for the period specified in table 9 after the settlement date, purchase at an agreed transfer value (based upon an agreed market value determined under a valuation process specified in the deed of settlement) any or all of those of the properties described in table 9 below as potential deferred selection properties that the parties agree are to be deferred selection properties.

**Table 9 – Potential deferred selection properties for transfer\***

Landholding agency	Property name/address	Agency ID	General description/location	Conditions of transfer/specific conditions currently known
Office of Treaty Settlements Landbank	Mahia East Coast Road	1856	524.4585 hectares, more or less, being Lots 1, 2 and 3 DP 23976. All Transfer 9249187	Two years
Office of Treaty Settlements Landbank	Te Reinga site (former school)	1894	2.0235 hectares, more or less, being Parts Mangapoike 2A2. All computer freehold register 265799	Six months

## AGREEMENT IN PRINCIPLE

Landholding agency	Property name/address	Agency ID	General description/location	Conditions of transfer/specific conditions currently known
			0.1315 hectares, more or less, being Part Mangapoike 2A2. All computer freehold register 265795	
Office of Treaty Settlements Landbank	Te Reinga site (former school house)	1895	0.5746 hectares, more or less, being Sections 6 and 8 SO 5354. All computer freehold register 270182	Six months
Office of Treaty Settlements Landbank	5 Scott Street, Wairoa	692	0.1012 hectares, more or less, being Section 1 SO 9480. Part Gazette notice 614656.1	Two years
Office of Treaty Settlements Landbank	7 Scott Street, Wairoa	693	0.1012 hectares, more or less, being Section 2 SO 9480. Part Gazette notice 614656.1	Two years
Office of Treaty Settlements Landbank	9 Scott Street, Wairoa	694	0.1012 hectares, more or less, being Section 3 SO 9480. Part Gazette notice 614656.1	Two years
Office of Treaty Settlements Landbank	29 & 31 Scott Street, Wairoa	695	0.2022 hectares, more or less, being Lots 27 and 28 Deeds Plan 577. All computer freehold register HBL3/889	Two years
Office of Treaty Settlements Landbank	146 McLean Street, Wairoa	696	0.1015 hectares, more or less, being Section 5 SO 9480. Part Gazette notice 614656.1	Two years
Office of Treaty Settlements Landbank	27-35 Kitchener Road, Wairoa	783	0.5059 hectares, more or less, being Lot 4 DP 13446. All computer freehold register HBE4/1289 0.1012 hectares, more or less, being Lot 3 DP 18315. Part Transfer 698772.2	Two years
Office of Treaty Settlements Landbank	Wharekopae/Pembroke Roads, Wharekopae	882	1.2140 hectares, more or less, being Section 7 SO 4544. All computer freehold register	Two years

## AGREEMENT IN PRINCIPLE

Landholding agency	Property name/address	Agency ID	General description/location	Conditions of transfer/specific conditions currently known
			GS6B/887	
Office of Treaty Settlements Landbank	10 Mackley Street, Wairoa	925	0.0830 hectares, more or less, being Lot 4 DP 14581. All computer freehold register HBK2/739	Two years
Office of Treaty Settlements Landbank	Cnr Kaimoana St & Airport Rd, Wairoa	928	0.0870 hectares, more or less, being Lot 2 DP 22517. All computer freehold register HBP2/622	Two years
Office of Treaty Settlements Landbank	Cnr Paul & Queen Streets, Wairoa	945	0.1726 hectares, approximately, being Part Lot 1 DP 1839, Part Lot 2 DP 9153 and Part Town Section 360 Clyde. Part Gazette notice 594604.1. Part Gazette Notice 594604.1 (limited as to parcels). Subject to survey	Two years
Office of Treaty Settlements Landbank	17 Otoko School Road, Otoko	1214	2.4715 hectares, more or less, being Section 13 SO 5185, Lot 1 DP 9501 and Lot 7 DP 2306. All computer freehold register GS6C/894	Two years
Office of Treaty Settlements Landbank	East end of Ormond Drive, Opoutama	1332	4.3400 hectares, more or less, being Section 35 SO 3066. All Gazette notice 709317.1	Two years
Office of Treaty Settlements Landbank	Ruapapa Road, Ardkeen	1499	1.2141 hectares, more or less, being Section 20S Ardkeen Settlement. All computer freehold register 183383	Two years
Office of Treaty Settlements Landbank	1105-1117 Nuhaka Opoutama Road, Opoutama	1500	1.6956 hectares, more or less, being Section 1 SO 351224. All computer freehold register 219158	Two years
Office of Treaty Settlements Landbank	5 Te Maara Street, Nuhaka	1522	0.2363 hectares, more or less, being Lot 3 DP 24030. All computer freehold	Two years

## AGREEMENT IN PRINCIPLE

Landholding agency	Property name/address	Agency ID	General description/location	Conditions of transfer/specific conditions currently known
			register HBV1/1207	
Office of Treaty Settlements Landbank	596 SH2 - ex Turiroa School, Wairoa	1543	2.2713 hectares, more or less, being Lot 1 Agricultural Section 3 Turiroa. All computer freehold register 208619	Two years
Office of Treaty Settlements Landbank	158 Carroll Street (SH 38), Wairoa	1633	2.6737 hectares, more or less, being Lot 2 DP 390414. All computer freehold register 362719	Two years
Office of Treaty Settlements Landbank	Ngatirangi Street, Nuhaka	1816	0.1011 hectares, more or less, being Section 1 SO 9637. All Transfer 8902394.2	Two years
Office of Treaty Settlements Landbank	103 Haramua Road, Wairoa	1892	42.6539 hectares, more or less, being Lot 12 DP 8981. All computer freehold register HBC1/1280	Two years
Office of Treaty Settlements Landbank	207 Awamate Road, Wairoa	1893	26.4487 hectares, more or less, being Lot 3 DP 8981. All computer freehold register HBC1/1271 16.4201 hectares, more or less, being Lot 4 DP 8981. All computer freehold register HBC1/1272	Two years

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

## 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 2, which the parties have agreed to implement.
- 7.2 The Crown is ultimately responsible and accountable for the overall overlapping claims process and it must act in accordance with its Treaty obligations. The Crown –
- 7.2.1 has a duty to act in good faith to other claimant groups (including those who have already settled with the Crown (settled groups)) who have interests in the area of interest of the iwi and hapū of Te Wairoa (refer attachment 1); and



## **AGREEMENT IN PRINCIPLE**

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- 7.2.2 must ensure it actively protects the interests of other claimant groups (whether already mandated or not) and settled groups; and
  - 7.2.3 must avoid unreasonably prejudicing its ability to reach a fair settlement with other claimant groups in the future, while not unduly devaluing the settlement of other settled groups and with the iwi and hapū of Te Wairoa .
- 7.3 Following the signing of this agreement in principle, parties will work together with overlapping claimants 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 the iwi and hapū of Te Wairoa 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 will be based on that set out in attachment 2.

## **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 6.2 less any adjustment in accordance with 6.3 –
- 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.

## **AGREEMENT IN PRINCIPLE**

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### **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 Goods and Services Tax 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 Goods and Services Tax 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 the iwi and hapū of Te Wairoa 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 acknowledgements and apology; and
  - 9.2.2 the cultural redress properties, the commercial redress properties, the deferred selection properties, and if applicable, any conditions that will apply; and
  - 9.2.3 the terms of the redress relating to the southern blocks, as provided in clauses 5.4 and 5.5; and
  - 9.2.4 the transfer values of the commercial redress properties (in accordance with the valuation process in schedules 6 and 7, or by another valuation process as agreed in writing between the landholding agency and the iwi and hapū of Te Wairoa); and

## **AGREEMENT IN PRINCIPLE**

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- 9.2.5 the official geographic names to replace the existing geographic names in table 6; and
- 9.2.6 the terms of the redress relating to Te Urewera in accordance with clause 5.14; and
- 9.2.7 the terms of the following (which will, where appropriate, be based on the terms provided in recent settlement documentation) –
  - (a) the cultural redress; and
  - (b) the transfer of the commercial redress properties; and
  - (c) the right to purchase a deferred selection property, including the process for determining its market value; and
  - (d) the tax indemnity; and
- 9.2.8 the following documents –
  - (a) the statement of values of the iwi and hapū of Te Wairoa and the protection principles in relation to the overlay classification areas; and
  - (b) the statements of association of the iwi and hapū of Te Wairoa for each of the statutory areas; and
  - (c) the deeds of recognition; and
  - (d) the protocol; and
  - (e) the partnership agreement with the Department of Conservation; and
  - (f) the relationship agreement with the Ministry for the Environment; and
  - (g) the letter of commitment with the Department of Internal Affairs and the Museum of New Zealand Te Papa Tongarewa; and
  - (h) the letter of recognition with the Ministry for Primary Industries; and
  - (i) the settlement legislation; and
- 9.2.9 all other necessary matters.

### **Development of governance entity and ratification process**

- 9.3 The iwi and hapū of Te Wairoa will, as soon as reasonably practicable after the date of this agreement –

## **AGREEMENT IN PRINCIPLE**

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- 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 clause 10.1.2(b) 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 the iwi and hapū of Te Wairoa have –
    - (a) established a governance entity that –
      - (i) is appropriate to receive the redress; and
      - (ii) provides the iwi and hapū of Te Wairoa with –
        - (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 the iwi and hapū of Te Wairoa.

### **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 negotiators, on behalf of the iwi and hapū of Te Wairoa, may terminate this agreement in principle by notice to the other.

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

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.

## AGREEMENT IN PRINCIPLE

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11.7 Provisions in –

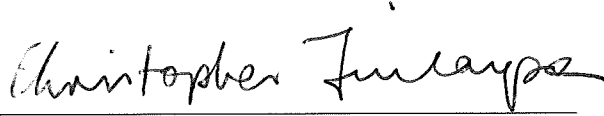
11.7.1 the schedules to this agreement in principle are referred to as paragraphs;  
and

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

AGREEMENT IN PRINCIPLE

SIGNED on \_\_\_\_\_

SIGNED for and on behalf of the Crown –

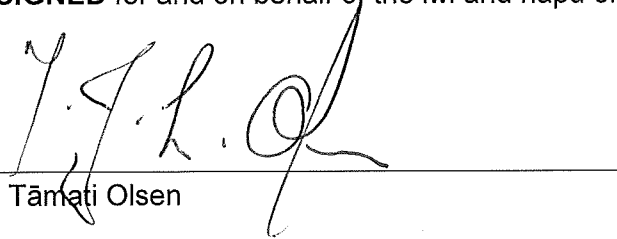


Hon Christopher Finlayson  
Minister for Treaty of Waitangi Negotiations



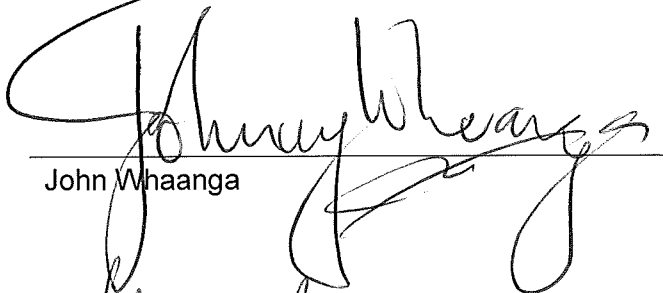
Paul Sheehan  
Minister Maori Affairs

SIGNED for and on behalf of the iwi and hapū of Te Wairoa –

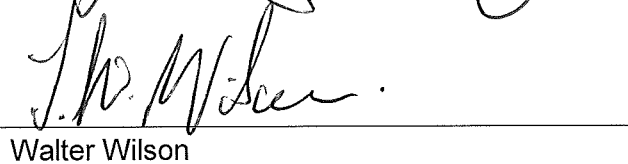


Tāmāti Olsen

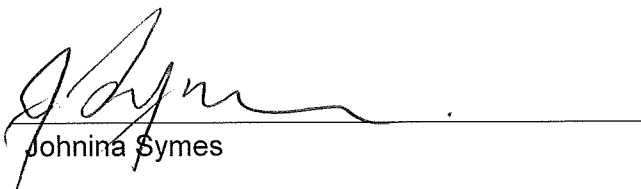
SIGNED for and on behalf of Te Tira Whakaemi o Te Wairoa –



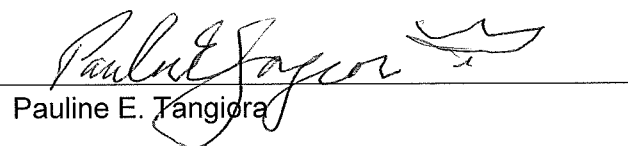
John Whaanga



Walter Wilson



Johnina Symes



Pauline E. Tangiora

**AGREEMENT IN PRINCIPLE**

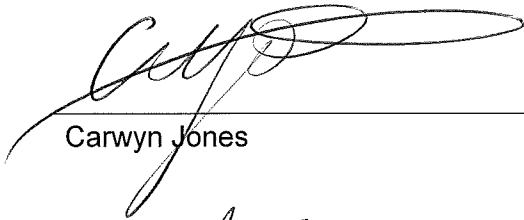
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Rangī Manuel



Richard Niania



Carwyn Jones



Lillian Tahuri



Koia Whānua

Tuariki Mei

~~Kōwhiri Mātā Kōwhiri~~

Kei te Whānau

o te

Whānau

~~Whānau~~

Whānau

Whānau Whānau

Whānau Whānau

MŪKAIMOANA

Whānau Whānau

Pa Kama Tama Teoataera  
Mga Kingi Otu  
Papa

Boris Michelson

Pipi Teheke Teke

Sopai Sappie ~~Dodd Rengomaiwahie~~

Purehara P. Robinson

Jessie Moeta Smith Orishie

Keta Parenga Ope Smith

Obrana Tehiarangi o Te Mata o Rongokoko Huata

Huia Libya Huata Huata H. H. Huata

Eddie Hoan

~~Handwritten signature~~

Ernie Eldridge (Te Kiri)

~~Ernie Eldridge~~ (M. S. W. F.)

William D. Blake QSM. 19.10.1929 Bann.

Koti S. Thompson (0-9-1936.) Annie Thompson.

Charles Kopitini, Matawhiua

Kia Desiree Sally Smith, Erepet. 844 R.D. Wairoa

Kia Maata Kame 12/6/24

Porangahua

4

6

WV

Mira Puhua Buxton  
Gabrielle R Mei Ngati Ruku

M J Whanga Ngai Tahu Motuokaiti

~~Andrew Ngati Kahurangi~~

Algarhita Anna Anuranga Nga Te Ipu

Mere Kokiri Tamara Wai 2297

Mary Wharehorehere 42297

Evelyn Marie Grant Wai 2257

Lorey Kuini Grant

Jak M. John

M. Foldi

R. P. Smith

Leonard

Kaunohara Joseph

Lynette W. Pina

Joyce Russell

Apikava Niana Wai 2297

Hinekoreko Samy Grant (Wai 2297)

John

Rockson Smith

Whaka Ngati Mihi, Ngati Hinetera, Rakaipaka,  
Rongomaiwahine

Ellen Hale. NGATI RAKIPIKA.

Storm Wallace NAAI TE RAKATO

Teena Hurinui Ngai Te Rakato

Levi Walford Smith Rakaipaka ne

Florence M. Karachiana Tamatakutai Rongomaiwahine

Hurwaka Pore Ngati Rong, Ngati Rakaipaka

Olivia SNOWDON Rongomaiwahine

Randiera (LA) Morison Ngai Te pu

Ruby Morrison Rongomaiwahine

Pauline Crawford Ngai Te pu.

Mirena Peke Rongomai Wahine

Joe Smith. Ngati HIN

Myra Rongomaiwahine

Jim Diamond (formum Valetta Wairau-Taumata - Ngai Te Rakato

Alice Wairau Ngai Te Rakato

Rachel TENN Rongomaiwahine

Jakfak Ngati Kahunzumi.

Agua Ngati Kahunzumi.

Theresa Wilson Ngai Te pu

Cora Krue Rongomai wahine

Vicki Revere Rongomai wahine.

Maehau Smith

Dudley Smith

Roslyn Teano

Grace Teano Smith

Charlie Rose

Daniel Rose

Nga Taura Ki  
Hukumua

Christine Smith (Nga Tauri) Ki Hukumua.

Remon Perter

Brian Perter

Maevi "

Peryl "

Karl "

Nga Tauri

Ki

Hukumua.

Pare Hill

David "

Stephan "

Chae "

Kim "

Nga Tauri  
Ki

Hukumua

Sylvia McRoberts (Iwitea)

Elizabeth Palmer

Te Wairoa Tapokorau

Trisha Pukeko (Iwitea)

SHANE HOWARD (IWITEA)

Robin Winiata Ngawi Te Apiti Ngahi He Karo  
Rongonui Nahui Ngahi Manu Whanau

Rita Morrison Ngai Te Ipu.

Leslee Chase (Kahukura) Ngati Hinepua

Elizabeth Chase Ngati Hinepua.

Rangi ATARIA Ngai TAITU MATAWHAITI

Weneta Bruce Rangai Ngati Peehi

Michael Urmund

Rongomaiwahine

Oliver Doreen Christie Tamaterangi.

Alro Candice Tahuri Ngai Tokorua A Mamanaki

Soraya Karman Rongomaiwahine

Ngai Rakato.

Laure Karay (Adele)

Ngai Te Rakato

Liz Smith

Ngai Te Rakato Rongomaiwahine

Glenn Welke

Rongomaiwahine / Kahukura

Wendy

Hinemiki

Michelle McPry (Lewis)

Ngai Hinemiki

Kerawari Panee

Hinemiki, Puke, Hikaka

Moewhare

B. Harsaki

Jan MacLeod Kapa

Karen Sentian

Rakaipaaka

George Paki Jury

moewhare

Romata Kurukini

Rakaipaaka

Gata Wilson

Ngai Te Apatu

Naomi Wilson

Ngai Te Apatu

Tanya Wilson  
Chris Smith

Jane Wilson  
Tetiana Wessche

Tracey Thorpe  
Melissa Paul

DK Whaanga-Schollum

Francis Tipoki-Lawton

Hanna Whaanga  
Tangi Kingshon

Mami Capor

Te Ara Ripaka Munroe

Rikihana Munroe

Heni Marini Bartlett

Val Mote

ARARA Fura

Maari King-

Patricia Clyn

Kendy Lik

Heid

KEIL TAMATA WHAWHA

Pere Maitai

Rotoatara / Ngai Te Apata  
Rongomaiwahine

Rakapouaka

Rakapouaka

Rakapouaka

Ngati Moehare

Ngai Tahu Matawhaiti

Ngati Hinganga

Ngai Tahu Matawhaiti

Wahi Kunguru

Ngati Kahungunu

Ngati Kahungunu

Whakatohea

Kahungunu

Rakapouaka

Rakapouaka

Niropouaka, Rakapouaka

Iwitea, Ngai Tahu

Iwitea, Ngai Tahu

Iwitea Ngai Tahu

Rongomaiwahine

Rongomaiwahine / Rakapouaka

JOSEPH. KAWHARA. PAUL.

Ngāti Moehare!

Jacqueline Moore Leano

Ngāti Kūrapakaka

Katarena Nairangi Smith

Ngāti Rakai Paaka

Molly Gordon (Kaukau)

Norma Powers

Nina Giamham

Katrina Mannix

Ngai Tauira.

Ngati Kūhūngūngū.

May Wilson

..

Maiselles Mani

Ngati Kahungunu ki te hōroa  
Ngaitēhū.

Charlie Lambert

Josephine Palmer

Ngati Motangirau.  
Ngati Kahungū

ALLEN SMITH

NGAI TAUIRA

Jade Keefe

Rangimarie Crawford-King

Ngai Tamaterangi  
Ngati Kahungū ki  
Tōpawani.

Dominic Blake

Ngati Kahungū  
Tamaihihi Whanga.

Tai Ropt

Ngāti Rakai Paaka.

Muri Tahu.

Ngati Rakai Paaka!!

Gelha Joe

Ngati Hinehika  
Kahungū ki  
Te Wairoa.



Maraea Tawoa  
Seia Se Waru Pomana-Luke

Tania Macgregor

Kiriwera Raroa

BEAUMAU PAUL

Whiti Grant

Alma Hume Inee Wilson

Amie Wilson

Justin Hume

~~Kakakura~~

Rae

~~John~~

M. P. P.

Angela Smith

Ollie

P. P.

Miss Samuel K.

Mia Leona Mary Karauria

Ngati Rakapaka

Ngati Rakapaka

Ngati Rakapaka.

Ngati Rakapaka

Ngati Kahungunu

" "

Ngati Kahungunu

" "

" "

Ngati ~~Kakura~~ Kahungunu  
& Auntie Mawden.

Ngati Kahungunu.

Ngati Kahungunu.

Ngati Kahungunu.

Ngati Kahungunu.

Ngati Rangitikei

Ngati Rangitikei <sup>Ngati</sup> Rakapaka

Ngati Kupuakiaka

Ngati Kupuakiaka

Esta Wainohu  
Blare wainohu  
Jacque Ereatawa  
Larayne Symes

Ohuia

KELLY PALMER  
Aniwa Mihaere

Ratus Ormond Ruel

Arataij Ormond A

A Ormond Jo

Rokia Ruki

Letitia MacGregor

Elizabeth MacGregor Amato

Betai Mamei

Ricardo Carroll

Dale Kell

 Eun

J. Ereatawa <sup>Hinepua</sup> Ngati Rakapaka

Hym Ngati Rakapaka

Kurupakiaka Kahungunu

K. Palmer

A. Mihaere

Ngati Kahungunu.

Ngati Moewhare

Rongomaiwahine

Rongomaiwahine

Rongomaiwahine,

Whakatei,

Hinepua

Ngati Kahungunu.

Ngati Kurupakiaka

Ngati Kurupakiaka

Ngati Kurupaka/Ngati Tiakiwa

RONGOMAIWAHINE









John A. Hill  
Chief Crown Negotiator

**SCHEDULES**

## 1 DEFINITIONS

### Historical claims

1.1 The deed of settlement will provide that historical claims –

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

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

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

(ii) under legislation; or

(iii) at common law, including aboriginal title or customary law; or

(iv) from fiduciary duty; or

(v) otherwise; and

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

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

(ii) by or under legislation; and

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

(a) Wai 59 – Whangawehi and Mahia Peninsula Claim; and

(b) Wai 101 – Pongaroa Station Claim; and

(c) Wai 103 – Wairoa Land Claim; and

(d) Wai 190 – Wairoa Confiscation Claim; and

(e) Wai 192 – Hereheretau Station Claim; and

(f) Wai 239 – Morere Springs (Pauline Tangiora) Claim; and

(g) Wai 278 – Waikokopu Claim; and

## AGREEMENT IN PRINCIPLE

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- (h) Wai 300 – Morere Springs (Tiopira Hape Rauna) Claim; and
- (i) Wai 301 – Wharerata and Patunamu State Forests claim; and
- (j) Wai 404 – Wharerata State Forests claim; and
- (k) Wai 425 – Patunamu ki Tukurangi Forest Claim; and
- (l) Wai 427 – Waikokopu Lands Claim; and
- (m) Wai 481 – Ruakituri Valley Claim; and
- (n) Wai 506 – Tukurangi and Waiau Blocks (Patunamu State Forest) claim; and
- (o) Wai 519 – Mahanga 2Y and Waikokopu No. 3 Claim; and
- (p) Wai 542 – Te Kapuamātatoru Lands Claim; and
- (q) Wai 621 – Kahungunu ki Wairoa Claim; and
- (r) Wai 653 – Opoutama Claim; and
- (s) Wai 687 – Customary Fisheries and Lands Claim; and
- (t) Wai 716 – Gas and Oil Resources Claim; and
- (u) Wai 964 – Te Iwi o Rākaipaaka ki Te Wairoa Claim; and
- (v) Wai 983 – Rongomaiwahine Lands and Waterways Claim; and
- (w) Wai 984 – Ngā Tokorima-o-Hine Manuhiri Wairoa Block Claim; and
- (x) Wai 1048 – Tahuri Whānau Lands Claim; and
- (y) Wai 1251 – Ngāti Rangi Lands Claim; and
- (z) Wai 1256 – Ngāi Rākato Lands Claim; and
- (aa) Wai 1257 – Blue Bay Lands Claim; and
- (bb) Wai 1258 – Kurupakiaka Lands Claim; and
- (cc) Wai 1330 – Ngā Uri o Rongomaiwahine Claim; and
- (dd) Wai 1339 – Turiroa School Site Claim; and
- (ee) Wai 1367 – Opoutama School (Rarere Whānau) Claim; and

## **AGREEMENT IN PRINCIPLE**

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- (ff) Wai 1368 – Opoutama School (Rongomaiwahine) Claim; and
- (gg) Wai 1424 – Rongomaiwahine (Te Rito and others) Claim; and
- (hh) Wai 1511 – Ngāi Tamatea Hapū ki Waiotahe Lands Claim; and
- (ii) Wai 1571 – Te Whānau o Tureia Whaanga Lands Claim; and
- (jj) Wai 1572 – Ngāti Makoro Hapū Lands Claim; and
- (kk) Wai 1573 – Ngā Uri o Rongomaiwahine (Mato) Lands Claim; and
- (ll) Wai 1574 – Kahungunu and Rongomaiwahine Hapū (Hillman) Lands Claim; and
- (mm) Wai 1575 – Rongomaiwahine Traditional Practices and Customs Claim; and
- (nn) Wai 1576 – Ngāti Hikairo Taonga and Resources (Te Nahu) Claim; and
- (oo) Wai 1577 – Te Waihau Block Claim; and
- (pp) Wai 1578 – Rongomaiwahine Lands and Waterways (Ropiha) Claim; and
- (qq) Wai 1579 – Ngāi Te Apatu Lands (Thompson) Claim; and
- (rr) Wai 1642 – Ngāti Hingaanga ki Erepeti Marae Lands (Hamilton) Claim; and
- (ss) Wai 1643 – Ngāti Hikairo ki Taiwananga (Hamilton) Lands Claim; and
- (tt) Wai 1645 – Ngāti Peehi Lands Claim; and
- (uu) Wai 1685 – Rongomaiwahine Lands and Cultural Beliefs (Dodd) Claim; and
- (vv) Wai 1693 – Descendants of Whiu and Kahuihina Kara Carroll Lands Claim; and
- (ww) Wai 1831 – Rongomaiwahine Lands (Te Rito) Claim; and
- (xx) Wai 1947 – Descendants of Paul Ropiha and Te Wai Ropiha Bell Lands Claim; and
- (yy) Wai 2079 – Tohiriri Whānau Claim; and
- (zz) Wai 2146 – Ngāti Hingaanga ki Waipaoa Marae Lands (Nikora) Claim; and

## AGREEMENT IN PRINCIPLE

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- (aaa) Wai 2161 – Ngāti Hikairo ki Nukutaurua mai Tāwhiti/Tairāwhiti Lands (Ratapu) Claim; and
  - (bbb) Wai 2172 – Descendents of Makoare Wata (Hamilton) Claim; and
  - (ccc) Wai 2189 – Watson and Others Lands Claim; and
  - (ddd) Wai 2219 – Ratima Pakai Lands Claim; and
  - (eee) Wai 2222 – Ngā Uri o Tamatakutai, Ruawhāro, Rongomaiwahine and Kahungunu Lands Claim; and
  - (fff) Wai 2234 – Wairoa Lands (Manuel) Claim; and
  - (ggg) Wai 2297 – Te Reinga School (Tamanui) Claim; and
- 1.1.3 includes every other claim to the Waitangi Tribunal to which paragraph 1.1.1 applies, so far as it relates to the settling group or a representative entity, including the following claims –
- (a) Wai 201 – Ngāti Kahungunu Lands and Fisheries Claim; and
  - (b) Wai 852 – Kahungunu Petroleum Claim; and
  - (c) Wai 1436 – East Cape to Wairoa-Heretaunga Oil, Gas, Gold and Other Minerals Claim; and
  - (d) Wai 2213 – Coastal Hapū Collective Ocean Resources (Mauger and Hutcheson) Claim; but
- 1.1.4 does not include the following claims –
- (a) a claim that a member of the settling group, or a whānau, hapū, or group referred to in paragraph 1.3.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in paragraph 1.3.1; 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 1.1.4(a).
- 1.2 The deed of settlement will, to avoid doubt, provide paragraph 1.1.1 is not limited by paragraphs 1.1.2 or 1.1.3.



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### The iwi and hapū of Te Wairoa

- 1.3 The deed of settlement will provide **the iwi and hapū of Te Wairoa** or the **settling group** means –
- 1.3.1 the collective group composed of individuals who descend from one or more of the settling group's ancestors; and
- 1.3.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in paragraph 1.3.1, including the following groups –
- (a) Rongomaiwahine Iwi/Ngāi Te Rākatō (including Ngāi Tū, Ngāti Meke, Ngāi Tawera, Ngāti Hikairo Hinewhata and Ngāti Tama); and
  - (b) Ngāti Rākaipaaka (including Ngāti Rangi, Ngāi Te Rehu, Ngāi Tamakahu, Ngāi Tureia and Ngāti Kauaha); and
  - (c) Ngāti Hinemanuhiri (including Ngāi Tamaterangi, Ngāti Mākoro, Ngāti Hingānga (also known as Te Aitanga a Pourangahua), Ngāi Pupuni, Ngāti Pareroa, Ngāti Poa, Ngāi Tamatea and Ngāti Hinetu); and
  - (d) Whakakī Nui-ā-Rua (including Ngāti Hine, Ngāti Hinepua, Ngāi Te Ipu, Ngāi Tahu Matawhāiti (Ngāi Matawhāiti, Ngāti Tahu), Ngāti Tarita and Ngāti Iwikātea); and
  - (e) Ngāti Hinehika (also known as Ngāti Kōhatu); and
  - (f) Ngāti Kurupakiaka, Ngāti Mātua, Ngāti Tiakiwai, Ngāti Momokore, Ngāti Waiaha, Ngāti Peehi, Ngāi Tauira, Ngāti Hinemihi, Ngāti Kāhu, Ngāti Mihi, Ngāti Hinepehinga, Ngāi Te Kapuamātotoru, Ngāi Te Apatu (and Ngāti Moewhare), Te Uri o Te Otāne, Ngāi Te Rangituanui, Ngāi Taitau, Ngā Huka o Tai, Te Aitanga a Puata, Ngāti Koropi and Ngāti Mātangirau; and
- 1.3.3 every individual referred to in paragraph 1.3.1.
- 1.4 The deed of settlement will provide, for the purposes of paragraph 1.3.1 –
- 1.4.1 a person is **descended** from another person if the first person is descended from the other by –
- (a) birth; or
  - (b) legal adoption; or
  - (c) Māori customary adoption in accordance with the tikanga (customary values and practices) of the iwi and hapū of Te Wairoa; and
- 1.4.2 **an iwi and hapū of Te Wairoa ancestor** means an individual who –
- (a) exercised customary rights by virtue of their being descended from –

## AGREEMENT IN PRINCIPLE

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- (i) Rongomaiwahine, Tamatakutai, Tutewiriao, Te Rākatō rātau ko Meke ko Hinutōtoka ko Ngete (for Rongomaiwahine/Ngāi Te Rākatō); or
- (ii) Rākaipaaka (for Ngāti Rākaipaaka); or
- (iii) Hinemanuhiri rātau ko āna tamariki ko Tamaterangi ko Mākoro ko Hingānga ko Pupuni ko Pareroa (for Ngāti Hinemanuhiri); or
- (iv) Marokore rātau ko Hinetapairu ko Te Ipu ko Te Matuahanga ko Tahu ko Matawhāiti (for Ngāti Hine, Ngāti Hinepua, Ngāi Te Ipu, Ngāi Tahu Matawhāiti (Ngai Matawhāiti, Ngāti Tahu), Ngāti Tarita and Ngāti Iwikātea or the Whakakī Nui-ā-Rua collective); or
- (v) Hinekōrako (for Ngāti Hinehika, also known as Ngāti Kōhatu); or
- (vi) a recognised ancestor of Ngāti Kurupakiaka, Ngāti Mātua, Ngāti Tiakiwai, Ngāti Momokore, Ngāti Waiaha, Ngāti Peehi, Ngāi Tānemitirangi, Ngāi Tauira, Ngāti Hinemihi, Ngāti Kāhu, Ngāti Mihi, Ngāti Hinepehinga, Ngāi Te Kapuamātoru, Ngāi Te Apatu (and Ngāti Moewhare), Te Uri o Te Otāne, Ngāi Te Rangituanui, Ngāi Taitau, Ngā Huka o Tai, Te Aitanga a Puata, Ngāti Koropi, and Ngāti Mātangirau; or
- (vii) a recognised ancestor of a group identified in paragraph 1.3.2; and

- (b) exercised customary rights in paragraph 1.4.2(a) predominantly in relation to the area of interest after 6 February 1840; and

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

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

### Other definitions

1.5 In this agreement in principle –

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

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

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour Day; or

## AGREEMENT IN PRINCIPLE

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- (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; or
  - (iii) Gisborne; and

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

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

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

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

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

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

**Crown interest in Wharerata Forest Limited –**

- (a) means the Crown's entitlement to a 50% shareholding in Wharerata Forest Limited; and
- (b) includes Crown's entitlement, as a beneficiary of the Wharerata Forest Trust, to 50% of the Wharerata Forest.

**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

## AGREEMENT IN PRINCIPLE

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- (b) includes any right of the governance entity under the settlement documentation to acquire a deferred selection property; but
- (c) does not include –
  - (i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property; or
  - (ii) a deferred selection property; or
  - (iii) any on-account payment made before the date of this agreement in principle 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

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

**disclosure information** means –

- (a) in relation to a redress property, the information provided by the Crown to the governance entity under clause 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 0 and 6.3; and

**governance entity** means the governance entity to be formed by the settling group under clause 9.3.1; and

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

## AGREEMENT IN PRINCIPLE

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**land holding agency**, in relation to a potential commercial redress property or a potential deferred selection property, means the department specified opposite that property in tables 8 and 9, as the case may be; and

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

- (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 negotiators** means –

- (a) the following individuals:
  - (i) John Whaanga, Wellington, public servant; and
  - (ii) Walter Wilson, Wairoa, retired; and
  - (iii) Johnina Symes, Gisborne, kaiwhakarite; and
  - (iv) Pauline E. Tangiora, Mahia, retired; and
  - (v) Rangi Manuel, Wairoa, clerk; and
  - (vi) Lillian Tahuri, Auckland, consultant; and
  - (vii) Richard Niania, Wairoa, community support worker; and
  - (viii) Carwyn Jones, Wellington, lecturer; or
- (b) if one or more individuals named in paragraph (a) dies, or becomes incapacitated, the remaining individuals; and

**mandated body** means Te Tira Whakaemi o Te Wairoa; and

**market rental**, in relation to a valuation property, has the meaning provided in the valuation instructions in appendix 1 to schedule 6; and

**market value**, in relation to a valuation property, has the meaning provided in the valuation instructions in appendix 1 to schedule 6; and

**party** means each of the settling group and the Crown; and

**potential commercial redress property** means the property described as a potential commercial redress property in table 8; and

## AGREEMENT IN PRINCIPLE

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

**potential deferred selection property** means each property described as a potential deferred selection property in table 9; and

**protocol** means a protocol referred to in table 7; and

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

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

- (a) the Crown's acknowledgment and apology referred to in clause 4.1; and
- (b) the financial and commercial redress; and
- (c) the cultural redress; and

**redress property** means –

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

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

**representative entity** means a person or persons acting for or on behalf of the settling group; and

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

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

**school site**, means a leaseback property in respect of which the land holding agency is the Ministry of Education (note there are no school site leaseback properties proposed as redress in this settlement); and

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

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

## AGREEMENT IN PRINCIPLE

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

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

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

**settlement property** means –

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

**statement of association** means each statement of association referred to in clause 5.7.1; and

**statutory acknowledgement** means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 5.7 on the terms to be provided by the settlement legislation; and

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

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

**transfer value**, in relation to a potential commercial redress property, means the amount payable by the governance entity for the transfer of the property determined or agreed in accordance with schedule 6; 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; and

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

**Wharerata Forest shareholders' agreement and trust deed** has the meaning given to it by section 68 of the Ngāi Tāmanuhiri Claims Settlement Act 2012; and

**Wharerata Forest Trust** has the meaning given to it by section 68 of the Ngai Tāmanuhiri Claims Settlement Act 2012.

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

### **Implementation**

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



## AGREEMENT IN PRINCIPLE

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

### **3 HISTORICAL ACCOUNT HEADINGS**

- 1. Introduction**
- 2. Early Contact between the Iwi and Hapū of Te Wairoa and the Crown**
- 3. Early Crown Purchasing**
- 4. The Iwi and Hapū of Te Wairoa and the New Zealand Wars between 1865 and 1872**
- 5. The “Four Southern Blocks”**
- 6. Native Land Laws (including survey issues)**
- 7. Attempts at Collective Management of the Land of the Iwi and Hapū of Te Wairoa**
- 8. The Tairāwhiti Māori Land Board**
- 9. Early Twentieth Century Crown Purchases**
- 10. Public Works Takings**
- 11. Lake Waikaremoana bed**
- 12. Urewera Consolidation Scheme**
- 13. Te Urewera National Park**
- 14. The Environment**
- 15. Significant Sites**
- 16. Petroleum**
- 17. Te Reo and Education**
- 18. Socio-economic Opportunities**
- 19. War Contribution**

## 4 PROVISIONAL CROWN ACKNOWLEDGEMENTS

1. The Crown acknowledges that it has failed to deal with the longstanding grievances of the iwi and hapū of Te Wairoa in an appropriate way and that recognition of their grievances is long overdue.

### **Early Crown land purchasing**

2. The Crown acknowledges that when purchasing land in Te Wairoa in 1864 and 1865 –
  - a. it failed to always investigate customary rights before completing the purchases;
  - b. it failed to always adequately survey the areas that had been purchased;
  - c. it failed to ensure adequate reserves were set aside for the iwi and hapū of Te Wairoa; and
  - d. its acts and omissions when purchasing land from the iwi and hapū of Te Wairoa breached the Treaty of Waitangi and its principles.

### **Outbreak of War in 1865**

3. The Crown acknowledges that it was ultimately responsible for the outbreak of war in Te Wairoa in 1865, and the resulting loss of life and property, and its actions were a breach of the Treaty of Waitangi and its principles.

### **Confiscation and Cession of Land in 1867**

4. The Crown acknowledges that –
  - a. some people from the iwi and hapū of Te Wairoa did not give any consent to the 1867 deed of cession, and the effective confiscation of the interests of these people in the cession block was wrongful and a breach of the Treaty of Waitangi and its principles; and
  - b. those people from the iwi and hapū of Te Wairoa who agreed to the 1867 deed of cession did so under duress, and the pressure applied by the Crown to secure this cession, and the resulting extinguishment of the customary interests of these people in the cession block was a breach of the Treaty of Waitangi and its principles.

### **Summary Executions of Prisoners**

5. The Crown acknowledges that the summary executions of prisoners by Crown forces in 1866 and 1868 during fighting in Te Wairoa breached the Treaty of Waitangi and its principles and tarnished the honour of the Crown.

### **Detention Without Trial on the Chatham Islands**

6. The Crown acknowledges that the detention without trial of at least 8 individuals from the iwi and hapū of Te Wairoa who suffered in harsh conditions on the Chatham Islands between 1866 and 1868 was an injustice and a breach of the Treaty of Waitangi and its principles.

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### **The “Four Southern Blocks”**

7. The Crown acknowledges that in the aftermath of the Te Hatepe cession, and the enactment of the East Coast Act 1868, it negotiated the purchase of the four southern blocks in a coercive context. The Crown acknowledges that it used unreasonable tactics to purchase the “four southern blocks”, including –
- a. urging the iwi and hapū of Te Wairoa to sell this land to alleviate a boundary dispute that the Crown had significantly worsened by making arrangements about the “four southern blocks” on the basis of an incorrect claim that the blocks had been confiscated;
  - b. completing the purchase before seeking the consent or paying for the interests of customary rights holders in exile in another district; and
  - c. these acts and omissions meant that the Crown failed adequately to protect the interests of the iwi and hapū of Te Wairoa and this was a breach of the Treaty of Waitangi and its principles.

### **Native Land Laws**

8. The Crown acknowledges that –
- a. it did not consult the iwi and hapū of Te Wairoa about the introduction of the native land laws and the individualisation of title for which the native land laws provided;
  - b. in 1867 and 1868, the Native Land Court awarded ownership of numerous blocks in which the iwi and hapū of Te Wairoa had interests to a maximum of ten individual owners and by allowing these owners to dispose of this land as their absolute property the native land legislation did not reflect the Crown’s duty actively to protect the interests of the iwi and hapū of Te Wairoa in these blocks, and this was a breach of the Treaty of Waitangi and its principles; and
  - c. its failure to provide a means for the collective administration of the land of the iwi and hapū of Te Wairoa in the native land legislation until 1894 was a breach of the Treaty of Waitangi and its principles.

### **Tahora 2 Secret Survey**

9. The Crown acknowledges that –
- a. it retrospectively authorised the secret survey of Tahora 2, which had been conducted without approval and contrary to survey regulations;
  - b. it was aware of significant opposition from some of the iwi and hapū of Te Wairoa to the survey, its authorisation and subsequent court hearings;
  - c. the iwi and hapū of Te Wairoa then had to sell land they wished to retain to meet the resulting survey costs; and
  - d. its failure to act with utmost good faith and honesty, and actively protect interests of the iwi and hapū of Te Wairoa in land they wished to retain was in breach of the Treaty of Waitangi and its principles.

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### **Tahora 2F2 Survey**

10. The Crown acknowledges that when it became aware that, because of a survey error, it had obtained 803 acres more land than it should have in Tahora 2F1, at the expense of the beneficial owners of Tahora 2F2, it refused to transfer this land to the beneficial owners of Tahora 2F2, and this was a breach of the Treaty of Waitangi and its principles.

### **Administration of the East Coast Native Trust**

11. The Crown acknowledges that it failed to provide for beneficial owners from the iwi and hapū of Te Wairoa to be involved in the development of policy for the administration of their land vested in the East Coast Trust once it became clear that this Trust would have a long term existence, and that this was a breach of the Treaty of Waitangi and its principles.

### **Compulsory Vesting of Waipaoa 5**

12. The Crown acknowledges that the compulsory vesting of Waipaoa 5 in the Tairāwhiti District Māori Land Board in 1906 was a breach of the Treaty of Waitangi and its principles.

### **Early Twentieth Century Crown Purchases**

13. The Crown acknowledges that in the 1910s and 1920s –
  - a. it made a sham of a provision in the native land laws for Māori to make land alienation decisions collectively, through meetings of assembled owners, by purchasing substantial quantities of land from individual owners after the owners had collectively decided not to sell;
  - b. it misused its monopoly powers by preventing some owners from completing negotiations to lease their land so that the Crown could purchase it;
  - c. it unilaterally reduced the price the owners of Waipaoa 5 had agreed to accept at a meeting of the assembled owners in 1910, and the impoverished owners had little choice but to accept the reduced price offered by the Crown in 1913; and
  - d. the Crown's actions were a breach of the Treaty of Waitangi and its principles.
14. The Crown acknowledges that some from the iwi and hapū of Te Wairoa are aggrieved today about the use of its monopoly powers during World War One to try to acquire land in blocks that had some owners serving overseas.

### **Lake Waikaremoana Bed**

15. The Crown acknowledges that, for many years following the 1918 Native Land Court decision, the Crown did not recognise the rights of the iwi and hapū of Te Wairoa in the bed of Lake Waikaremoana, and caused great prejudice to the iwi and hapū of Te Wairoa by administering the lakebed as if it were Crown property. In particular the Crown acknowledges that –
  - a. notwithstanding the interest of the iwi and hapū of Te Wairoa in the lakebed the Crown did not consult the iwi and hapū of Te Wairoa before commencing the

## **AGREEMENT IN PRINCIPLE**

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construction of Kaitawa power station which ultimately led to some of the lakebed becoming dry land and the degradation of fishing stocks; and

- b. it constructed roads and significant structures on the exposed lakebed without the consent of its owners;
- c. it did not pay the iwi and hapū of Te Wairoa rent for this land until 1971, and has never paid the iwi and hapū of Te Wairoa for its use of the lakebed before this time; and
- d. in its administration of the lakebed the Crown failed for many years to respect the mana motuhake of the iwi and hapū of Te Wairoa and breached the Treaty of Waitangi and its principles.

### **Te Urewera Consolidation**

16. The Crown acknowledges that –
- a. in carrying out the Urewera Consolidation Scheme it pressured the iwi and hapū of Te Wairoa into selling their interests in the Waikaremoana block by threatening to acquire compulsorily the land;
  - b. it acquired the interests of these Waikaremoana owners for 15 shillings an acre despite the owners having agreed to sell at a price of 16 shillings;
  - c. it caused considerable hardship to these owners by not ensuring that they were paid the interest due on the debentures they accepted;
  - d. it did not finally pay off the capital value of the debentures until 25 years after it first became due; and
  - e. by these acts and omissions the Crown breached the Treaty of Waitangi and its principles.

### **Te Urewera National Park**

17. The Crown acknowledges that it included the interests of the iwi and hapū of Te Wairoa in the Lake Waikaremoana bed in Te Urewera National Park without their agreement and without payment until the 1971 lease and this was a breach of the Treaty of Waitangi and its principles.

### **Public Works Takings**

18. The Crown acknowledges that –
- a. it compulsorily acquired land for public works from the iwi and hapū of Te Wairoa on numerous occasions and this is a significant grievance; and
  - b. it discriminated against Māori owners by taking land from them for a landing field at Opoutama while leasing the land required from a European owner, and this discrimination was a breach of the Treaty of Waitangi and its principles.

### **The Environment**

19. The Crown acknowledges –

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- a. the importance to the iwi and hapū of Te Wairoa of the whenua, maunga, roto, awa, hot springs, wetlands and moana as part of their identity and places of mahinga kai and other resources important for cultural, spiritual and physical sustainability;
- b. the Crown has limited the opportunities for the iwi and hapū of Te Wairoa to develop and use some of these resources and, until recently, has failed to acknowledge their special relationship with their environment; and
- c. the degradation of the environment arising from deforestation, taking of gravel, introduced weeds and pests, farm run-off, sewerage, industrial waste, road works, drainage works and harbour works has been a source of distress and grievance to the iwi and hapū of Te Wairoa.

### **Significant sites**

20. The Crown acknowledges that the iwi and hapū of Te Wairoa have lost control over many of their significant sites, including urupā and wāhi tapu, and this has had an ongoing impact on their cultural, spiritual and physical well-being.

### **Petroleum**

21. The Crown acknowledges that the iwi and hapū of Te Wairoa were not consulted when the Crown extended its control of natural resources to include petroleum and have never agreed to the Crown's assumption of control.

### **Te Reo and Education**

22. The Crown acknowledges the significant harm children of the iwi and hapū of Te Wairoa suffered by being punished for speaking their own language in Crown-established schools. It also acknowledges that the education system historically had low expectations for Māori academic achievement, and that the educational achievements of Māori students in Te Wairoa schools have lagged behind those of other New Zealanders.

### **Socio-economic opportunities**

23. The Crown acknowledges that its policies have contributed to most individuals from the iwi and hapū of Te Wairoa now living outside their rohe. The Crown also acknowledges that those living in Te Wairoa have endured socio-economic deprivation for far too long and have not had the same opportunities in life that many other New Zealanders have enjoyed.

### **War contribution**

24. The Crown acknowledges that the iwi and hapū of Te Wairoa have helped to meet the nation's defence obligations including service in two World Wars and in south-east Asia. The Crown also acknowledges that the iwi and hapū of Te Wairoa contributed significantly towards the Māori Soldiers Fund.

## 5 PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

### CONSERVATION PARTNERSHIP AGREEMENT

Agreed by

The Crown, through the Minister of Conservation and the Director-General of Conservation

And

[The iwi and hapū of Te Wairoa Post-Settlement Governance Entity], through the [iwi and hapū of Te Wairoa Deed of Settlement]

### 1 PURPOSE OF THIS CONSERVATION PARTNERSHIP AGREEMENT

- 1.1 This Conservation Partnership Agreement (“Agreement”) sets out how the Department of Conservation (the “Department”) and the [iwi and hapū of Te Wairoa Post-Settlement Governance Entity] (“**the Governance Entity**”) will work together in fulfilling the agreed strategic objectives across the iwi and hapū of Te Wairoa Agreement Area.
- 1.2 It reflects a commitment by the Department and the iwi and hapū of Te Wairoa to enter into a new relationship based on partnership as set out in this Agreement.
- 1.3 It sets out how the Governance Entity and the Department will establish and maintain into the future a positive, collaborative and enduring partnership consistent with section 4 of the Conservation Act 1987 regarding the management of the Conservation Land.
- 1.4 It provides a framework and mechanisms for the Governance Entity to have meaningful input into policy, planning and decision making processes in the Department’s management of the Conservation Land and to advocate the conservation of natural and historic resources generally.
- 1.5 It is intended to improve the quality of conservation management decisions through each Partner obtaining a better understanding of the other Partner’s perspectives.
- 1.6 The Department considers that building a strong relationship based on partnership with iwi and hapū of Te Wairoa is fundamental to understanding their interests in the Conservation Land. To strengthen this partnership, the Department is committed to finding practical ways for involving the Governance Entity in the decision-making processes in accordance with this Agreement.
- 1.7 The terms of the Te Wairoa Deed of Settlement apply to this Agreement and should be read as part of this Agreement.
- 1.8 This Agreement shall apply within the Te Wairoa rohe, referred to as the “iwi and hapū of Te Wairoa Agreement Area”.



## **2 ROLES AND RESPONSIBILITIES**

- 2.1 The Governance Entity, the Minister and the Director-General are committed to the restoration and protection of the health and wellbeing of the land within the iwi and hapū of Te Wairoa Agreement Area, for present and future generations.
- 2.2 The iwi and hapū of Te Wairoa have cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna within the Area of Interest, and accept a responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage natural and historic resources.
- 2.3 The Department's functions include managing "for conservation purposes, all land, and all other natural and historic resources" under the Conservation Legislation. This must be interpreted and administered so as to give effect to the principles of the Treaty of Waitangi, to the extent that those principles are consistent with the Conservation Legislation.

## **3 STRATEGIC COLLABORATION AND SPECIFIC PROJECTS**

- 3.1 As soon as is practicable after the signing of this Agreement the parties will meet to agree long-term strategic objectives for their relationship. This could include, for example, increasing visitor numbers to the iconic sites transferred through the Treaty settlement.
- 3.2 Thereafter, the Governance Entity will meet with senior staff of the Department within the iwi and hapū of Te Wairoa Agreement Area at least once a year. At these meetings, the parties will determine whether meetings involving senior managers of the Department and the Governance Entity are required on particular issues. The Governance Entity may also advise the Department that meetings with specific iwi or hapū are required on particular issues.
- 3.3 The Governance Entity and the Department undertake separate business planning processes prior to the beginning of each new financial year. These business planning processes determine the Governance Entity's and the Department's work priorities and commitments for the year. For the Department, business planning processes largely sit with the District Managers. The relevant District Managers and representatives of the Governance Entity will meet at an early stage in their annual business planning processes to:
- a. discuss priorities and commitments for the new financial year;
  - b. discuss timeframes for the development of annual work programmes; and
  - c. identify potential specific projects to be undertaken together or separately which are consistent with the strategic objectives for the relationship.
- 3.4 As part of the above process, the Governance Entity will identify for discussion any proposed or existing projects that offer an opportunity for the Department to provide assistance or support, and the form that assistance or support might potentially take.
- 3.5 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 parties will advise one another of the reason(s) for this.

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- 3.6 As part of annual discussions, and as part of ongoing dialogue, the parties will advise each other of:
- a. any significant changes that have occurred or are proposed (including structural, legislative, policy or administrative changes) regarding how either party is working in the iwi and hapū of Te Wairoa Agreement Area;
  - b. potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other party); and
  - c. potential opportunities for applying for funding for conservation purposes from Vote: Conservation, either jointly or individually with the support of the other party
- 3.7 The Department acknowledges that Whakakī-Nui-ā-Rua has previously secured funding from a range of stakeholders, including Ngā Whenua Rahui, to support its long-term objective of restoring Whakakī Lagoon to its original state.
- 3.8 Each year, the parties will provide a letter or similar form of written advice to the other that describes the work that party has carried out in that financial year to achieve the strategic objectives for this partnership.

### *Planning documents*

- 3.9 The Department and the Governance Entity will meet to identify and seek to address issues affecting the iwi and hapū of Te Wairoa at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document within the iwi and hapū of Te Wairoa Agreement Area.
- 3.10 The Governance Entity and the Department will meet to identify and discuss opportunities for them to further strengthen their partnership at an early stage in the preparation, review or amendment of any statutory or non statutory plans the Governance Entity is developing for the iwi and hapū of Te Wairoa Agreement Area.

## **4 FRESHWATER FISHERIES**

- 4.1 The iwi and hapū of Te Wairoa and the Department share aspirations for conservation of freshwater fisheries within the iwi and hapū of Te Wairoa Agreement Area.
- 4.2 The Department's statutory functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. The Department is responsible for the regulation of whitebait fishing under the Whitebait Regulations. Its work also focuses on national priority fisheries and habitats that are located on public conservation land, national priority species and biosecurity issues. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.
- 4.3 The parties will co-operate in the conservation of freshwater fisheries and freshwater habitats. Establishing freshwater aims in the strategic objectives for the relationship will ensure that actions towards these are integrated into the annual business planning processes. These actions may include areas for co-operation in the protection, restoration and enhancement of riparian vegetation and habitats; and the development or implementation of research and monitoring programmes.

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### **5 MARINE MAMMALS**

- 5.1 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.
- 5.2 The Department will advise the Governance Entity of marine mammal strandings within the iwi and hapū of Te Wairoa Agreement Area. A co-operative approach will be adopted between the Department and the Governance Entity to management of stranding events, including recovery of bone (including teeth and baleen) for cultural purposes and burial of marine mammals. The Department will make reasonable efforts to inform the Governance Entity before any decision is made to euthanase a marine mammal or gather scientific information.
- 5.3 Both the Department and the Governance Entity acknowledge the scientific importance of information gathered at strandings. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of the remains including their availability to the Governance Entity will depend on the species.
- 5.4 If the Governance Entity does not wish to recover bone or otherwise participate the Governance Entity will notify the Department whereupon the Department will take responsibility for disposing of the remains.
- 5.5 Subject to the prior agreement of the relevant District Manager, where disposal of a dead stranded marine mammal is carried out by disposal teams trained by the Governance Entity the Department will meet the reasonable costs incurred up to the estimated costs which would otherwise be incurred by the Department to carry out the disposal.
- 5.6 The Department and the Governance Entity will advise each other of authorised key contact people who will be available at short notice to consult on whether the Governance Entity wishes to be involved in a marine mammal stranding. The persons authorised by the Governance Entity will be authorised to make decisions on whether the Governance Entity will be involved in a marine mammal stranding.
- 5.7 The Department and the Governance Entity will discuss burial sites as part of the disposal process.
- 5.8 Where practicable the Department and the Governance Entity will develop a list of sites that may be used and a list of sites that may not be used for disposing of remains to meet health and safety requirements and avoid the possible violation of tikanga of the iwi and hapū of Te Wairoa.

### **6 STATUTORY AUTHORISATIONS**

- 6.1 The strategic objectives for the relationship will guide the parties to determine appropriate engagement on Statutory Authorisations within the iwi and hapū of Te Wairoa Agreement Area.
- 6.2 As part of these strategic objectives, the Governance Entity and the Department will identify categories of statutory authorisations that may impact on the cultural, traditional

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and/or historic values of the iwi and hapū of Te Wairoa. These categories will be reviewed on a continuing basis. In the identified categories the Department will advise and encourage all prospective applicants within the iwi and hapū of Te Wairoa Agreement Area to consult with the Governance Entity before filing their application. The Department will also consult the Governance Entity at an early stage on such categories of authorisations or renewal of authorisations within the iwi and hapū of Te Wairoa Agreement Area.

- 6.3 As the Department works within time limits to process statutory authorisations applications, at the earliest opportunity it will notify the Governance Entity (as part of the meetings referred to in paragraph 3.2) of the time frames for providing advice on impacts on the cultural, spiritual and historic values of the iwi and hapū of Te Wairoa.
- 6.4 Prior to issuing statutory authorisations to carry out activities on land managed by the Department within the iwi and hapū of Te Wairoa Agreement Area, the Department will encourage communication between the applicant of the statutory authorisation and the Governance Entity;
- 6.5 When issuing or renewing statutory authorisations that give authority for other parties to manage land administered by the Department, the Department will:
  - a. require the third parties to manage the land according to the standards of conservation best practice;
  - b. encourage third parties to consult with the Governance Entity before using cultural information of the iwi and hapū of Te Wairoa.
- 6.6 It is expected that the strategic objectives for the relationship will guide the parties to determine potential opportunities for the Governance Entity to obtain statutory authorisations on public conservation land within the iwi and hapū of Te Wairoa Agreement Area. To assist this, wherever possible, the Governance Entity will provide early notice to the Department of where it may seek to obtain a statutory authorisation.

## **7 STATUTORY LAND MANAGEMENT**

- 7.1 The strategic objectives for the relationship will guide the parties' engagement on statutory land management activities within the iwi and hapū of Te Wairoa Agreement Area. The iwi and hapū of Te Wairoa have an ongoing interest in the range of statutory land management activities that are occurring within the iwi and hapū of Te Wairoa Agreement Area.
- 7.2 The Department and the Governance Entity will identify the categories of statutory land management activities that have potential to affect the cultural, spiritual, historic values and sites of significance of the iwi and hapū of Te Wairoa, and where consultation is appropriate. This includes when: the Minister is considering vestings or management appointments for reserves held under the Reserves Act 1977; other management arrangements with third parties; changing reserve classifications; or land disposal.
- 7.3 Before vesting or making an appointment to control and manage a reserve under the Reserves Act for a site of significance of the iwi and hapū of Te Wairoa, the Department will discuss with the Governance Entity whether it wishes to be given such a vesting or appointment subject to agreed conditions (if any).

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- 7.4 The Governance Entity will also provide early notice to the Department if it is interested in becoming an administering body of any reserves administered by the Department or the statutory manager of any marginal strips.
- 7.5 As early as possible, the Department will consult with the Governance Entity if it is considering disposing of Public Conservation Land within the iwi and hapū of Te Wairoa Agreement Area.

### **8 CULTURAL MATERIALS**

- 8.1 The Department acknowledges the existing arrangement it has with Ngāti Rakaipaaka to manage the harvesting of kiekie from the Morere Springs Scenic Reserve.
- 8.2 The Department and the Governance Entity will develop and agree a Cultural Materials plan which will provide for the Governance Entity to enable members of the iwi and hapū of Te Wairoa to take and use plants and plant materials in accordance with the plan.
- 8.3 The plan will:
- a. prescribe streamlined authorisation processes (including multi-site and multi-take permits) for members of the iwi and hapū of Te Wairoa to take Cultural Materials from public conservation land in the iwi and hapū of Te Wairoa Agreement Area to the extent permitted by the Conservation Legislation; and
  - b. identify sites, methods, conditions and quantities relating to the multi-site and multi-take permits set out in the plan.
- 8.4 When the Department and the Governance Entity 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.
- 8.5 Appropriate Department experts and experts in mātauranga Māori from the iwi and hapū of Te Wairoa will take part in developing the Cultural Materials Plan.
- 8.6 The Governance Entity may propose that new species are included in the Cultural Materials Plan on an incremental basis and the Department will consult with the Governance Entity on the feasibility of the proposal.
- 8.7 The Department will consult with the Governance Entity to amend the Cultural Materials Plan:
- a. if an unforeseen event (such as a fire) takes place that affects sites included in the plan;
  - b. 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; or
  - c. if there is a change in the status of a species under the plan (including if it is classified as threatened or at risk).
- 8.8 The Cultural Materials Plan will be reviewed at least once every five years, but will continue to confer on the Governance Entity the ability to enable members of the iwi

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and hapū of Te Wairoa to gather plants and plant materials as contemplated in clause 8.2.

- 8.9 The Department will consult the Governance Entity before undertaking any activity which may affect the ability of members of the iwi and hapū of Te Wairoa to collect plants or plant materials under the plan.
- 8.10 The Department acknowledges the investment made by Whakakī-Nui-ā-Rua in establishing a native plant nursery at Whakaki marae to support the restoration of Lake Whakakī and the iwi's economic development aspirations.
- 8.11 The Department will:
- a. consult with the Governance Entity whenever there are requests from other persons to take plants and plant materials from the iwi and hapū of Te Wairoa Agreement Area;
  - b. if requested by the Governance Entity, assist as far as reasonably practicable, the members of the iwi and hapū of Te Wairoa to obtain plants for propagation;
  - c. provide, as far as reasonably practicable, ongoing advice to the Governance Entity on the establishment of its own cultivation areas, and managing and propagating plants; and
  - d. waive any authorisation costs for plants or plant materials applications made by the iwi and hapū of Te Wairoa or its members.
- 8.12 The Department will, as far as reasonably practicable, provide the Governance Entity with access to Cultural Materials, which become available as a result of Department operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death, through natural causes or otherwise.

## **9 SITES OF SIGNIFICANCE**

- 9.1 Both parties recognise that there are wāhi tapu and sites of significance to the iwi and hapū of Te Wairoa on lands managed under Conservation Legislation.
- 9.2 The Department will work with the Governance Entity to respect the values, tikanga and kaitiakitanga attached to wāhi tapu of the iwi and hapū of Te Wairoa and other places of significance to the iwi and hapū of Te Wairoa that have been identified in accordance with clause 9.3 on lands administered by the Department within the iwi and hapū of Te Wairoa Agreement Area by:
- a. discussing with the Governance Entity practical ways in which the iwi and hapū of Te Wairoa can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the iwi and hapū of Te Wairoa Agreement Area;
  - b. managing, in co-operation with the Governance Entity, sites of historic significance to the iwi and hapū of Te Wairoa according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1983;

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- c. informing the Governance Entity if koiwi or taonga tūturu are found within the iwi and hapū of Te Wairoa Agreement Area; and
  - d. assisting in recording and protecting wāhi tapu and other places of cultural significance to the iwi and hapū of Te Wairoa and seeking to ensure they are not desecrated or damaged.
- 9.3 The Parties will develop a process for advising one another of sites of significance and wāhi tapu. Information relating to sites of significance to the iwi and hapū of Te Wairoa 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 but subject to the Official Information Act 1981 and other relevant Acts.
- 9.4 The parties will consult each other in relation to recommendations for public conservation lands containing sites of significance that are identified under 9.3 above in the iwi and hapū of Te Wairoa Agreement Area.

### **10 SPECIES AND HABITAT PROTECTION**

- 10.1 The parties share aspirations of protecting ecosystems and indigenous flora and fauna within the iwi and hapū of Te Wairoa Agreement Area. These aspirations will be reflected in the strategic objectives for the relationship.
- 10.2 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.
- 10.3 In recognition of the cultural, historic and traditional association of the iwi and hapū of Te Wairoa with indigenous flora and fauna within the iwi and hapū of Te Wairoa Agreement Area for which the Department has responsibility, the Department will inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for the iwi and hapū of Te Wairoa to participate in these programmes.

### **11 PEST CONTROL**

- 11.1 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.
- 11.2 It is envisaged that the strategic objectives for the relationship will determine the strategic outcomes sought from pest control programmes within the iwi and hapū of Te Wairoa Agreement Area, including:
- a. monitoring and assessment of programmes;
  - b. early consultation with the Governance Entity on pest control activities particularly the use of pesticides within the iwi and hapū of Te Wairoa Agreement Area;
  - c. co-ordination of pest control where the Governance Entity or representative organisations of the iwi and hapū of Te Wairoa are the adjoining landowner; and

## **AGREEMENT IN PRINCIPLE**

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- d. provision of information by the Department to the Governance Entity on potential contracting opportunities.

11.3 Through the annual business planning process, the parties will create actions to progress these strategic objectives.

### **12 VISITOR AND PUBLIC INFORMATION**

12.1 The Department and the Governance Entity wish to share knowledge about natural and historic heritage within the iwi and hapū of Te Wairoa Agreement Area 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.

12.2 The parties also wish to encourage respect for and awareness of the cultural, spiritual, traditional and historic association of the iwi and hapū of Te Wairoa with the land, waters and indigenous flora and fauna within the iwi and hapū of Te Wairoa Agreement Area, and their responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage the natural and historic resources within that area.

12.3 The parties will do this by:

- a. raising public awareness of positive conservation relationships developed between the parties;
- b. the Governance Entity discussing, as part of the annual business planning process, potential projects involving the placement of Pou on public conservation land;
- c. consulting with each other in the development of other forms of visitor and public information published by either party that relates to the values of the iwi and hapū of Te Wairoa in land and resources managed under Conservation Legislation, particularly where that information relates to sites of significance and aspirations to the land of the iwi and hapū of Te Wairoa;
- d. the Department obtaining from the Governance Entity an assurance that information relating to the Governance Entity to be contained in a publication of the Department is accurate and appropriate;
- e. the Department obtaining the consent of the Governance Entity for the disclosure of information received from the Governance Entity relating to values of the iwi and hapū of Te Wairoa but subject to the Official Information Act 1981 and other relevant Acts; and
- f. consulting with the Governance Entity prior to the use of information about values of the iwi and hapū of Te Wairoa for new interpretation panels, signs and other visitor publications.

### **13 CONSERVATION ADVOCACY**

13.1 From time to time, the Governance Entity and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 and other legislation. The Department's advocacy role includes matters of concern to it under the Resource Management Act. Areas of common concern include:



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- a. protection of coastal and marine areas;
- b. protection and maintenance of wetland areas and reserves;
- c. management of rivers, streams and waterways; and
- d. the effects of activities on biodiversity.

13.2 From time to time the parties will seek to identify further issues of likely mutual interest and/or concern for discussion. It is recognised that the Department and the Governance Entity will continue to make separate submissions in any Resource Management Act processes.

### **14 CROSS-ORGANISATIONAL OPPORTUNITIES**

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

- a. opportunities and processes to share scientific and cultural resource and information, including data and research material (including to assist Te Wairoa to exercise their role under the Deed and as kaitiaki);
- b. opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the iwi and hapū of Te Wairoa Agreement Area. Options may include wānanga, education, training, development and secondments;
- c. opportunities to be involved or to nominate individuals to take part in relevant training initiatives run by both parties, including potential opportunities for full time positions, holiday employment or student research projects which may arise within the iwi and hapū of Te Wairoa Agreement Area. The Governance Entity may propose candidates for these roles or opportunities; and
- d. opportunities for the Department to assist the Governance Entity to build and strengthen their capacity to participate in the annual planning process or other planning processes undertaken by either party; and
- e. staff changes and key contacts in each organisation.

14.2 Where appropriate, the Department will consider using individuals from, or entities of, the iwi and hapū of Te Wairoa as providers of professional services (such as oral history and interpretation projects). Normal conflict of interest processes will be implemented to avoid a perceived or actual conflict of interest.

### **15 DISPUTE RESOLUTION**

15.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe to endeavour to find a resolution to the matter.

15.2 If this process is not successful, the matter may be escalated to a meeting of the Department's relevant Director of Partnerships and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.

## **AGREEMENT IN PRINCIPLE**

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- 15.3 If following the process in clause 14.2 the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator. The costs of mediation are to be split equally between the parties.
- 15.4 If the dispute is not resolved following mediation, and the parties agree that the matter is of such significance that it requires the attention of the the Governance Entity and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of the Governance Entity and the Minister or their nominees). The parties acknowledge this measure will be a means of last resort.

## **16 REVIEW AND AMENDMENT**

- 16.1 The parties agree that this Partnership Agreement is a living document that should be updated and adapted to take account of future developments and additional co-management opportunities. If requested by either party, the first review of this Agreement will take place no later than three years after the date this Agreement is signed, and if requested by either party will be reviewed every three years thereafter.

## **17 TERMS OF AGREEMENT**

- 17.1 This Partnership Agreement is entered into pursuant to sections [x] of the [x] Act (the Settlement Legislation) and clause [X] of the Deed of Settlement. The Partnership Agreement does not override or limit:
- a. legislative rights, powers or obligations;
  - b. the functions duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department; or
  - c. the ability of the Crown to introduce legislation and change government policy.
- 17.2 The Partnership Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to:
- a. land or any other resource held, managed or administered under the Conservation Legislation;
  - b. flora or fauna managed or administered under Conservation Legislation; or
  - c. rights relating to the common marine and coastal area defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011 (section xx).
- 17.3 A breach of this Partnership Agreement is not a breach of the Deed of Settlement.
- 17.4 If the Crown breaches this Partnership Agreement without good cause, the Governance Entity may:
- a. seek a public law remedy, including judicial review; or
  - b. subject to the Crown Proceedings Act 1950, seek to enforce the Partnership Agreement but damages or compensation (with the exception of court costs) may not be awarded.

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17.5 Clause 16.4 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession

### 18 CONSULTATION

18.1 Where consultation is required under this Partnership Agreement, the Department will:

- a. 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;
- b. 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;
- c. 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;
- d. report back to the Governance Entity on any decision that is made.

### 19 DEFINITIONS

19.1 In this document:

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

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

**Cultural materials** means plants, plant materials, dead protected wildlife or parts thereof for which the Department is responsible within the iwi and hapū of Te Wairoa Agreement Area and which are important to Te Wairoa in maintaining and expressing their cultural values and practices;

**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;

**Kaitiaki** means guardian in accordance with tikanga Māori;

**The iwi and hapū of Te Wairoa** has the meaning set out in the Deed of Settlement;

**The iwi and hapū of Te Wairoa Agreement Area** as defined in the Deed of Settlement

**Statutory Authorisations** 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 Act 1987;

**Tikanga Māori** refers to Māori traditional customs.



**AGREEMENT IN PRINCIPLE**

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ATTACHMENT A (to Schedule 5 of the Agreement in Principle)

IWI AND HAPŪ OF TE WAIROA AGREEMENT AREA

To be confirmed following the signing of this agreement in principle

## 6 VALUATION PROCESS FOR POTENTIAL COMMERCIAL REDRESS PROPERTIES

*Note: Unless otherwise agreed in writing between the relevant landholding agency and the iwi and hapū of Te Wairoa the parties will enter into the following valuation process for potential commercial redress properties*

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

#### APPLICATION OF THIS SUBPART

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

6.1.1 its transfer value; and

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

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

#### APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR

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

6.3.1 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

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

6.4 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.

6.5 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

6.6 Each valuer must be a registered valuer.

6.7 The valuation arbitrator –

## **AGREEMENT IN PRINCIPLE**

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- 6.7.1 must be suitably qualified and experienced in determining disputes about –
- (a) the market value of similar properties; and
  - (b) if applicable, the market rental of similar properties; and
- 6.7.2 is appointed when he or she confirms his or her willingness to act.

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

- 6.8 Each party must, in relation to a valuation, not later than:
- 6.8.1 [50] business days after the notification date, provide a copy of its final valuation report to the other party; and
  - 6.8.2 [60] business days after the notification date, provide its valuer's written analysis report to the other party.
- 6.9 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**

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

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

- 6.12 If both valuation reports for a property are delivered by the required date:
- 6.12.1 the parties must endeavour to agree in writing:
    - (a) the transfer value of the property; or
    - (b) if the property is a school site, the transfer value (being the agreed market value based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%); and
    - (c) if the property is a leaseback property that is not a school site, its initial annual rent;
  - 6.12.2 either party may, if the transfer value of the property, or if applicable, its initial annual rent, is not agreed in writing within [70] business days after the notification date and if a valuation arbitrator has been appointed under

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paragraph 6.3.2 or paragraph 6.4, refer that matter to the determination of the valuation arbitrator; or

- 6.12.3 if that agreement has not been reached within the [70] business day period but the valuation arbitrator has not been appointed under paragraph 6.3.2 or paragraph 6.4, the parties must attempt to agree and appoint a person to act as the valuation arbitrator within a further [5] business days; and
- 6.12.4 if paragraph 6.12.3 applies, but the parties do not jointly appoint a person to act as a valuation arbitrator within the further [5] business days, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable; and
- 6.12.5 the valuation arbitrator, must promptly on his or her appointment, specify to the parties the arbitration commencement date.

### **VALUATION ARBITRATION**

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

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

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

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

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

6.14 Each party must –

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

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

6.14.2 attend the arbitration meeting with its valuer.



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- 6.15 The valuation arbitrator must –
- 6.15.1 have regard to the requirements of natural justice at the arbitration meeting; and
  - 6.15.2 no later than [50] business days after the arbitration commencement date, give his or her determination –
    - (a) of the market value of the property (which in respect of a school site is to be the market value based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%); and
    - (b) if applicable, of its market rental; and
    - (c) being no higher than the higher, and no lower than the lower, assessment of market value and/or market rental, as the case may be, contained in the parties' valuation reports.
- 6.16 An arbitration under this subpart is an arbitration for the purposes of the Arbitration Act 1996.

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

- 6.17 The transfer value of the property, and if applicable its initial annual rent, is:
- 6.17.1 determined under paragraph 6.10 or 6.11, (as the case may be); or
  - 6.17.2 agreed under paragraph 6.12.1; or
  - 6.17.3 the market value and, if applicable, market rental determined by the valuation arbitrator under paragraph 6.15.2, if the determination is in respect of a property that is not a school site; or
  - 6.17.4 if the property is a school site, the market value determined by the valuation arbitrator under paragraph 6.15.2, (based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%).

## **B GENERAL PROVISIONS**

### **TIME LIMITS**

- 6.18 In relation to the time limits each party must use reasonable endeavours to ensure -
- 6.18.1 those time limits are met and delays are minimised; and
  - 6.18.2 in particular, if a valuer or a valuation arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

## **AGREEMENT IN PRINCIPLE**

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### **DETERMINATION FINAL AND BINDING**

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

### **COSTS**

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

6.20.1 its costs; and

6.20.2 half the costs of a valuation arbitration; or

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

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### APPENDIX 1 (to Schedule 6 of the Agreement In Principle)

[Valuer's name]

[Address]

#### Valuation instructions

#### INTRODUCTION

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

#### PROPERTY TO BE VALUED

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

*[describe the property including its legal description]*

#### [PROPERTY TO BE LEASED BACK

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

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

#### AGREEMENT IN PRINCIPLE

A copy of the agreement in principle is enclosed.

Your attention is drawn to –

- (a) schedule [4]; and
- (b) the attached agreed lease of the property].

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

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

The property is a property for the purposes of part 6. Subpart A of schedule [4] applies to the valuation of properties.

## AGREEMENT IN PRINCIPLE

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### ASSESSMENT OF MARKET VALUE REQUIRED

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

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

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

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

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

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

### [MARKET VALUE OF A SCHOOL SITE

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

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

A two step process is required:

- 1) firstly, the assessment of the unencumbered market value (based on highest and best use) by;
  - a) disregarding the designation and the Crown leaseback; and
  - b) considering the zoning in force at the valuation date and
  - c) excluding any improvements on the land; and;
- 2) secondly the application of a 20% discount to the unencumbered market value to determine the market value as a school site (transfer value).]

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

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

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

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

### **VALUATION OF PROPERTY**

You must, in relation to a property:

- (a) before inspecting the property, determine with the other valuer:
  - (i) the valuation method or methods applicable to the property; and
  - (ii) the comparable sales[, and comparable market rentals if the property is not a school site,] to be used in determining the market value of the property [and its market rental if the property is not a school site]; and
- (b) inspect the property, where practical, together with the valuer appointed by the other party; and
- (c) attempt to resolve any matters or issues arising from your inspections and input assumptions; and
- (d) by not later than [30] business days after the valuation date prepare, and deliver to us, a draft valuation report; and
- (e) by not later than [45] business days after the valuation date:
  - (i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and
  - (ii) deliver a copy of your final valuation report to us; and
- (f) by not later than [55] business days after the valuation date, prepare and deliver to us a written analysis of both valuation reports to assist in the determination of the market value of the property [and its market rental if the property is not a school site]; and
- (g) by not later than [65] business days after the valuation date, meet with the other valuer and discuss your respective valuation reports and written analysis reports with a view to reaching consensus on the market value [and its market rental if the property is not a school site]; and

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- (h) if a consensus on market value [and its market rental if the property is not a school site] is reached, record it in writing signed by you and the other valuer and deliver it to both parties; and
- (i) participate in any meetings, including any peer review process, as required by us and the other party to agree the market value of the property [and its market rental if the property is not a school site]; and
- (j) if a review valuer has been appointed by parties, you must within 5 business days of receipt of the review valuer's report, review your market valuation report, taking into account the findings of the review valuer, and provide us with a written report of your assessment of the market value of the property; and
- (k) participate in any arbitration process required under subpart A to determine the market value of the property [and its market rental if the property is not a school site].

### **REQUIREMENTS OF YOUR VALUATION**

Our requirements for your valuation are as follows.

You are to assume that –

- (a) the property is a current asset and was available for immediate sale as at the valuation date; and
- (b) all legislative processes that the Crown must meet before disposing of the property have been met.

Your valuation is –

- (a) to assess market value on the basis of market value as defined in the current edition of the Australia and New Zealand Valuation and Property Standards [2009] and International Valuation Standards [2012]; and
- (b) to take into account –
  - (i) any encumbrances, interests, or other matters affecting or benefiting the property that were noted on its title on the valuation date; and
  - (ii) the terms of the agreed lease; and
  - (iii) the attached disclosure information about the property that has been given by the land holding agency to the settling group, including the disclosed encumbrances; and
  - (iv) the attached terms of transfer (that will apply to a purchase of the property by the governance entity); but
- (c) not to take into account a claim in relation to the property by or on behalf of the settling group; and

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- (d) in relation to the market rental for the property, to be on the basis of a willing lessor and a willing lessee, in an arm's length transaction, the parties having acted knowledgeably, prudently, and without compulsion].

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

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

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

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

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

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### **ACCEPTANCE OF THESE INSTRUCTIONS**

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

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

### **ACCESS**

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

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

### **OPEN AND TRANSPARENT VALUATION**

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

In particular, you must:

- (a) copy any questions you have or receive with regard to the valuation, together with the responses, to the settling group, the land holding agency, and the other valuer: and
- (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]**



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

## 7 VALUATION PROCESS FOR CROWN FOREST LAND

### Valuation Process

#### Agreement between

The Crown acting through Land Information New Zealand

“The Crown”

AND

“The Claimant”

#### Definitions and Interpretation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Preliminary steps**

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

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

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

### **Initial Meeting**

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

### **Exchange of Valuation Reports**

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

### **Presentation of Valuation Reports**

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

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

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

- 15 If the difference in the assessment of Market Value in the Valuation Reports is 20% or greater, the Principals are to refer the reports to peer review.
- 16 Within 15 Business days of the Valuation Exchange Date, the Principals are to agree and appoint a joint peer reviewer. If the Principals are unable to agree on a joint peer

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reviewer, each Principal shall appoint a peer reviewer. The peer reviewer must be a Registered Valuer.

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

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

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

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

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

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- 26 The Market Value for the Crown Forest Land shall be the Arbitrator's determination of the Market Value.
- 27 The determination of the Arbitrator shall be final and binding on the Principals.

### **General provisions**

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

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### 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

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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;



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- 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;

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

### **10. TIMING**

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

### **11. DEFINITION**

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

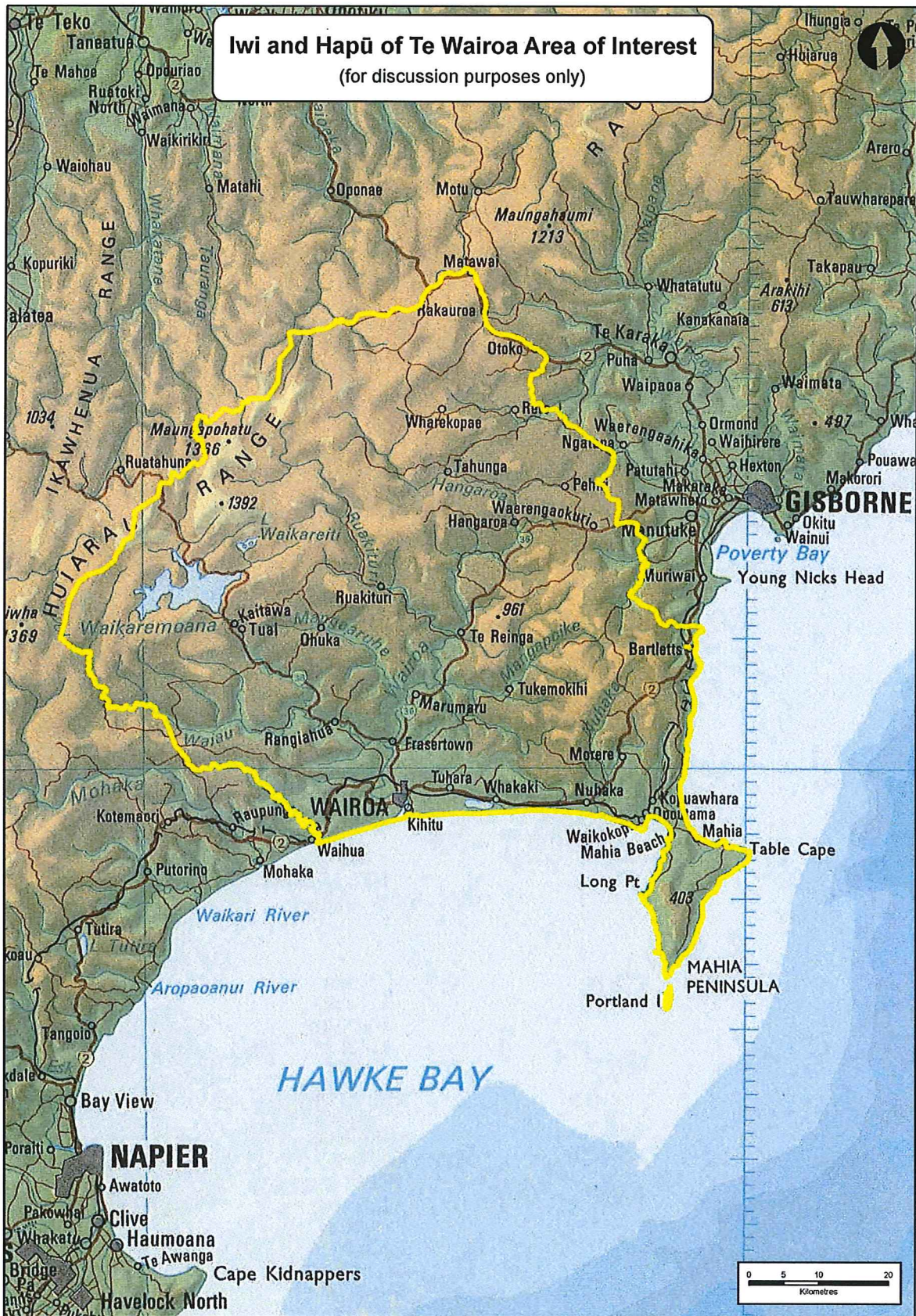
- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the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

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

## ATTACHMENTS



# 1 AREA OF INTEREST





## 2 CROWN AND THE IWI AND HAPŪ OF TE WAIROA PROCESS FOR RESOLVING OVERLAPPING CLAIMS

The following groups have been identified as having interests in the area of interest of the iwi and hapū of Te Wairoa:

- Ngāti Pahauwera, represented by Ngāti Pahauwera Development Trust
- Te Aitanga ā Māhaki and Affiliates, represented by Te Aitanga ā Māhaki Trust
- Ngāti Ruapani ki Waikaremoana, represented by Te Toi Kura o Waikaremoana
- Ngāi Tāmanuhiri, represented by Ngāi Tāmanuhiri Whānui Trust
- Ngāi Tūhoe, represented by Ngāi Tūhoe Uru Taumatua
- Rongowhakaata, represented by Rongowhakaata Iwi Trust

This strategy is a living document and may be amended as interests are identified and needs arise.

### Strategy to settling overlapping claims

The overlapping claims process is complex. In order to reach agreement in principle by June 2014 and deed of settlement in 2015, Te Tira Whakaemi o Te Wairoa (Te Tira) and the Crown agree that Te Tira is best placed to lead overlapping claims discussions with interested groups. The Crown will support these discussions and help facilitate resolutions where it is appropriate and desirable to do so. This strategy and plan is a living document.

**Table 1: Process for resolving overlapping claims within the area of interest of the iwi and hapū of Te Wairoa to date**

Timeframe	Te Tira	Crown	Overlapping claimants
Ongoing	Engage with overlapping claimant groups  Identify further overlapping groups as they may arise	Update Te Tira on status of Ruapani ki Waikaremoana mandate discussions  Provide support or attend meetings as appropriate  Maintain and update list of overlapping groups	Provide letters of support when agreement is reached
Prior to entering into negotiations	Reached informal arrangements with Ngāti Pahauwera, Rongowhakaata and formal arrangements with Ngāi Tāmanuhiri.	Settled with Ngāti Pahauwera, Ngāi Tāmanuhiri, Ngāi Tūhoe, Rongowhakaata	
<b>2013</b>			
18 November		Notified overlapping groups that the it is in negotiations with Te Tira	
19 December – First total settlement value Crown offer presented			

December	Began to engage with outstanding overlapping groups		
13 December	Updated Crown on status of overlapping claims discussions	Provided Te Tira with further contact information for overlapping groups	
<b>2014</b>			
24 January	Updated Crown on status of overlapping claims discussions		
25 February	Updated Crown on status of overlapping claims discussions		
March	Continued to engage with overlapping claimants where appropriate	Reported to Minister for Treaty of Waitangi Negotiations (the Minister) and Cabinet on redress package and status of overlapping claims	
24 March		Cabinet approval of final offer subject to overlapping claims resolution	
<b>11 April – Final Crown offer presented to Te Tira subject to overlapping claims</b>			
April to May	Reviewed Crown offer  Reviewed letter to overlapping groups  Continued to engage with overlapping claimants where appropriate	Initial notification of key properties to Ngāti Ruapani ki Waikaremoana  Drafted letter to overlapping groups identifying key elements of redress package	
<b>16 May – Te Tira responds to Crown offer</b>			
May		Sent letter to overlapping groups identifying key elements of redress package	
May - June			Engaged with Crown/Te Tira on any issues identified in redress package
<b>11 June – Sign agreement in principle subject to overlapping claims</b>			

**Table 2: Process for resolving overlapping claims following the agreement in principle**

<b>Date</b>	<b>Te Tira</b>	<b>Crown</b>	<b>Overlapping claimants</b>
16 June 2014		Agreement in principle put on the Office of Treaty Settlements' (OTS) website  Sends letter to all overlapping groups notifying them that the iwi and hapū of Te Wairoa and the Crown have signed an agreement in principle, and outlining the proposed redress and the steps for resolving any outstanding overlapping claims issues	
1 August 2014	Provides OTS with details of agreements reached and any outstanding matters		Provide OTS with details of agreements reached and any outstanding matters
5 September 2014	Agrees process to resolve all outstanding overlapping claims	Agrees process to resolve all outstanding overlapping claims	Agree process to resolve all outstanding overlapping claims
5 December 2014	All outstanding issues resolved	All outstanding issues resolved	All outstanding issues resolved
12 December 2014		OTS reports to the Minister	
<b>IF THERE ARE UNRESOLVED OVERLAPPING CLAIMS</b>			
13 February 2015		The Minister makes a preliminary decision on any unresolved overlapping claims	
13 March 2015	Responds to the Minister's preliminary decisions		Respond to the Minister's preliminary decisions
10 April 2015		The Minister releases final decision on overlapping claims	
<b>THE IWI AND HAPŪ OF TE WAIROA SIGN DEED OF SETTLEMENT</b>			