

**TE KOROWAI O WAINUIĀRUA**

**and**

**THE CROWN**

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**AGREEMENT IN PRINCIPLE  
TO SETTLE  
HISTORICAL CLAIMS**

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**23 November 2018**

***“When our ancestors  
first set foot upon this land,  
they lit the fire – ahi kā – because the fire  
is a representation of our life principle.  
And we must start to rebuild,  
re-establish our foundation  
and that is to return to our lands.  
Only on our lands  
can we put up our ancestral houses,  
which shelter the mauri – the life-force of us people.  
But we do not have to fight to get it back,  
because it never went anywhere.  
We were only directed away from it  
and now we are returning.”***

*Koro Mark Cribb – Mangapāpapa, 1995  
Original Wai Claimant - WAI 555*

## TABLE OF CONTENTS

1	BACKGROUND.....	4
2	AGREEMENT IN PRINCIPLE.....	9
3	SETTLEMENT .....	10
4	HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY .....	12
5	ORANGA WHENUA: KAITIAKITANGA AND ENVIRONMENTAL RESTORATION (CULTURAL REDRESS).....	17
6	WHANGANUI NATIONAL PARK.....	29
7	TONGARIRO NATIONAL PARK.....	31
8	ORANGA WAIRUA: RESTORING SOCIAL AND CULTURAL IDENTITY AND WELLBEING (CULTURAL REDRESS) .....	32
9	ORANGA TANGATA: FINANCIAL AND COMMERCIAL REDRESS.....	35
10	OVERLAPPING CLAIMS PROCESS.....	57
11	INTEREST AND TAX .....	59
12	NEXT STEPS.....	60
13	CONDITIONS.....	63
14	GENERAL.....	65

### SCHEDULES

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

### ATTACHMENTS

1. AREA OF INTEREST
2. CROWN AND TE KOROWAI O WAINUIĀRUA PROCESS FOR RESOLVING OVERLAPPING CLAIMS
3. OVERLAPPING AREA OF INTEREST
4. TE KOROWAI O WAINUIĀRUA EXCLUSIVE RIGHT OF FIRST REFUSAL AREA
5. CULTURAL REDRESS MAPS

## 1 BACKGROUND

***“Our people did not migrate to this land, nor did we conquer or absorb the original inhabitants of this land. We are the original inhabitants and were born from this land. We emerged from the Ruatipua. We are tangata whenua.”***

Edward (Fred) Clarke  
Kōrero tuku iho

### Historical Background

- 1.1 In clauses 1.2 to 1.21, Te Korowai o Wainuiārua describe their traditional history and the history of their settlement negotiations.
- 1.2 Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki – whose ancestral lands encompass Mount Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island.
- 1.3 The rohe of Uenuku, Tamakana, and Tamahaki is extensive and includes the Waimarino block, one of the largest blocks ever alienated in Aotearoa. The rohe includes more than 1,500,000 acres of land.
- 1.4 The lands of the affiliated tribes extend across four Waitangi Tribunal inquiry districts: Taihape, Whanganui, Te Rohe Pōtae, and the National Park district. The area, in pre-European times, was at the heart of a vital north-south and east-west access route and featured dense populations and complex iwi and hapū connections. This meant that Uenuku, Tamakana, and Tamahaki were of critical importance in the forging of social, political and economic relationships. Te Korowai o Wainuiārua consider that this position was greatly altered by the Crown’s breaches of te Tiriti o Waitangi/the Treaty of Waitangi.

### *Te Korowai o Wainuiārua tūpuna*

- 1.5 Tamakana derives his status as a descendant of Whanganui River iwi from his mother Ruataupo. Tamakana lived throughout the central plateau and his activities stretched westwards across Taurewa to Waimarino, down the Manganui-o-te-Ao valley. At times, he resided in the Murimotu area south of Mount Ruapehu, and at other times east of Tongariro, near Rotoaira.
- 1.6 Tamahaki was a child of Tamatuna and Taura. He married Hinetute and from their union came many children and grandchildren, some of whom later formed hapū in their own right upon their land, spreading out along the River and its tributaries.
- 1.7 Tamatuna had a second wife, Tainui. They had five children and many hapū emerged through their union. Although not directly descended from Tamahaki, through close whakapapa and intermarriage these hapū remained closely linked to Tamahaki hapū. Prior to the Native Land Court’s determination of the title of lands, each hapū relating to the descendants of Tamatuna – through both marriages to Taura and Tainui – would show respect for each other’s autonomy within their respective cultivations and kāinga. Tūkaihoru was a grandson of Tamatuna and Tainui. Uenuku ki Manganui-o-te-Ao was a son of Tūkaihoru.

## AGREEMENT IN PRINCIPLE

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### *The distinct identity of Te Korowai o Wainuiārua hapū*

- 1.8 Uenuku, Tamakana, and Tamahaki have found it difficult to maintain a distinct identity and to ensure that their identity and mana is acknowledged by other parties, including the Crown. Te Korowai o Wainuiārua seeks re-instatement of recognition from the Crown and other parties of the Uenuku, Tamakana, and Tamahaki rangatiratanga within their rohe.
- 1.9 There is a tendency to conflate all groups living in the wider Whanganui region (in a geographic sense) as all being “Whanganui”, implying that all the descent groups of this very large region are, more or less, the same. The identity of Te Korowai o Wainuiārua tribes is much more complex than merely being a segment of “Whanganui”. The Whanganui region (geographically speaking) contains many hapū and iwi groups who are distinct from one another due to other descent lines and very different political histories.
- 1.10 Native Land Court records and other primary sources identify Uenuku, Tamakana, and Tamahaki as the eponymous ancestors of their own discrete tribes. These tribes are also known as tribes of the Whanganui River. This is in line with the traditional histories of Te Korowai o Wainuiārua. Each tribe had numerous hapū aligned to them.

<b>Iwi</b>	<b>Number of hapū</b>	<b>Rohe</b>
Tamakana	28 total (8 shared)	213612 ha
Tamahaki	42	128420 ha
Uenuku	26 (8 shared)	383411 ha

- 1.11 The so-called “upper Whanganui” region is, in reality, a large part of the North Island interior, today with large areas of Crown land mostly held by the Department of Conservation (whether in National Parks or otherwise), and with a high percentage of the resident population being Māori.
- 1.12 To assume that the identities and historical issues of “Whanganui” Māori are the same makes little sense when Māori living in the Whanganui River catchment are demonstrably not the same, their histories and political allegiances are not the same, and nor are their historical grievances.
- 1.13 The historical experiences of the groups living in the inland regions of the Waitangi Tribunal’s Whanganui district inquiry were quite different from the southern region at the mouth of the Whanganui River where there was a New Zealand Company township. The people of Uenuku, Tamakana, and Tamahaki were largely unaffected by early European settlement, were opponents of the Crown (and closely linked to the Kīngitanga); and their engagement with the colonial state came late, and was sudden, dramatic, and devastating.

### *The creation of Te Korowai o Wainuiārua Large Natural Group*

- 1.14 On 1 February 2014, a new tribal authority – Uenuku – was established at a hui-ā-iwi at Mangamingi Pā in order to enable the adequate provision of services for the economic, social, cultural, and educational development of the claimant community and to progress the settlement of Treaty claims.
- 1.15 Uenuku began immediate work to prepare for the settlement of Treaty claims.

## **AGREEMENT IN PRINCIPLE**

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- 1.16 In August 2014, the Minister for Treaty of Waitangi Negotiations recognised Central Whanganui as a Large Natural Group (LNG) for the purpose of Treaty settlement negotiations, stipulating that the group must include Uenuku and Tamahaki.

### *The inclusion of Tamahaki in Te Korowai o Wainuiārua mandate*

- 1.17 The Crown expectation that Uenuku, Tamakana, and Tamahaki settle in one collective, in particular, the inclusion of Tamahaki, caused significant discomfort and unrest amongst the various tribal entities and is a complicating factor in settling historical claims.
- 1.18 Uenuku and Tamahaki are resilient and pragmatic people. In response to the Crown directive, Uenuku and Tamahaki agreed to remember the historical commitment of the two peoples to work together. For that purpose, it was agreed that Tamahaki would look after the awa (Whanganui) and Uenuku would look after the maunga (Ruapehu).
- 1.19 Uenuku and Tamahaki thus renewed the historical commitment to work together to progress the settlement of all of their historical Treaty claims, and to unify and strengthen their people moving forward.
- 1.20 The Central Whanganui LNG was re-named “Te Korowai o Wainuiārua” to appropriately reflect the inclusion of Tamahaki.
- 1.21 Three tūpuna – Tamakana, Tamahaki and Uenuku ki Manganui-o-te-Ao, nā Tūkaihoru – were identified as unifying the people of Te Korowai o Wainuiārua as an LNG.

### **Pathway to the agreement in principle**

#### *Mandate and terms of negotiation*

- 1.22 In July 2015, the descendants of Uenuku, Tamakana, and Tamahaki gave the Uenuku Charitable Trust a mandate to negotiate with the Crown a deed of settlement settling the historical claims of the settling group.
- 1.23 The Crown recognised the mandate of the Uenuku Charitable Trust on 20 June 2016.
- 1.24 The mandated negotiators and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 20 February 2017.

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

- 1.25 The mandated negotiators and the Crown have agreed, in principle, the nature and scope of the deed of settlement.
- 1.26 This agreement in principle records that agreement and concludes substantive negotiations of the redress contemplated in this agreement in principle, recognising that work needs to continue on the matters outlined in Part 12, Next Steps.

## **AGREEMENT IN PRINCIPLE**

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

- 1.27 The mandated body has –
- 1.27.1 approved this agreement in principle; and
  - 1.27.2 authorised the mandated negotiators to sign it on their behalf.

### **Structure of Te Korowai o Wainuiārua agreement in principle**

- 1.28 This agreement in principle is structured around the aspirations that Te Korowai o Wainuiārua wish to achieve through a Treaty settlement.
- 1.29 Te Korowai o Wainuiārua recognise that a Treaty settlement presents an opportunity to build a foundation for the restoration of the wellbeing of Te Korowai o Wainuiārua people and lands.
- 1.30 Three pou form the basis of and represent the vision, principles, and aspirations of the people of Uenuku, Tamakana and Tamahaki for the settlement of Te Korowai o Wainuiārua claims against the Crown for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi:
- 1.30.1 Pou Tangata: this aspirational pou reflects the desire to achieve economic and commercial revitalisation in the Te Korowai o Wainuiārua rohe. The broad aspiration is to re-establish the economic viability of land and resources, sustain commercial development of these resources and ensure strong industry relationships for economic growth;
  - 1.30.2 Pou Wairua: this aspirational pou focuses on the desire to achieve social and cultural development for the people of Te Korowai o Wainuiārua. This development will be based on reconciliation between the Crown and Te Korowai o Wainuiārua, and the Crown's acknowledgement of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. Te Korowai o Wainuiārua aspire to secure the social and cultural wellbeing of their people, and the revitalisation of identity, language, culture, tikanga and kōrero; and
  - 1.30.3 Pou Whenua: this aspirational pou reflects the role of Uenuku, Tamakana, and Tamahaki as kaitiaki and the importance of environmental protection and conservation of their ancestral lands. Te Korowai o Wainuiārua aspire for this settlement to support the exercise of kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape, biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands.
- 1.31 These pou represent the aspirations of the people of Uenuku, Tamakana and Tamahaki in relation to their Treaty settlement and are interdependent. The role of Te Korowai o Wainuiārua people as kaitiaki cannot be fulfilled without ensuring that the social and cultural wellbeing of the people is safe and secure. In turn, social and cultural wellbeing is interconnected with the tribes' economic and commercial resources, which provide support and sustenance to Te Korowai o Wainuiārua whānau, hapū and iwi.
- 1.32 Each of the three aspirational pou will be strategically implemented according to the vision, values and principles of Te Korowai o Wainuiārua people, assisted by the redress provided by this settlement.

## **AGREEMENT IN PRINCIPLE**

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- 1.33 These three pou are represented in the three key areas of redress that will be provided in the deed of settlement:
  - 1.33.1 Oranga Whenua: kaitiakitanga and environmental restoration;
  - 1.33.2 Oranga Wairua: restoring social and cultural identity and wellbeing; and
  - 1.33.3 Oranga Tangata: financial and commercial redress.

## 2 AGREEMENT IN PRINCIPLE

*Uenuku e hora nei  
Karapoti te whenua o ngā tupuna  
Uenuku spread far and wide  
We protect and surround our ancestral lands*

He waiata tuku nā Mahanga Williams, Teina Boasa-Dean  
me Nehi Bryce, July 2014

- 2.1 Te Korowai o Wainuiārua 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 12.2; and
  - 2.1.3 the deed of settlement is to be signed by or on behalf of Te Korowai o Wainuiārua, the governance entity, and the Crown.

### 3 SETTLEMENT

*“As long as I’m walking on this earth I will fight for this whenua.  
My brother said to me on this journey: where’s our land here, sister?  
I said brother, look all around you – as far away as you can see.  
We are part of that if they take that, they’ve taken us.”*

Geraldine Taurerewa  
Aspirations for Settlement 2018

#### **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 Te Korowai o Wainuiārua 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 Te Korowai o Wainuiārua, 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.

## **AGREEMENT IN PRINCIPLE**

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- 3.6 If the Crown is unable to confirm any redress contemplated by this agreement in principle due to overlapping claims or other reason, the parties may discuss alternative redress so that the nature of the redress contemplated by this agreement in principle is maintained so far as that is possible, in the deed of settlement.
- 3.7 If any new redress is offered by the Crown in accordance with clause 3.6, Te Korowai o Wainuiārua 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

*'We are beset on every side by outrageous practices and the temptations we are exposed to by speculators and even Maoris [sic] and half-castes, whom the companies have secured to decoy us into the nets of the companies... what possible benefit would we derive from roads, railways and Land Courts if they became the means of depriving us of our lands? We can live as we are situated at present, without roads, railways or Courts, but we could not live without our lands.'*

Petition of the Maniapoto, Raukawa, Tūwharetoa and Whanganui Tribes, 1883

### General

- 4.1 The Crown Apology Redress, including a historical account, Crown acknowledgements, and an apology, is an important element of the Te Korowai o Wainuiārua settlement. Through the provision of Crown Apology Redress, the Crown seeks to contribute to rebalancing and reconciling the relationships of Uenuku, Tamakana, and Tamahaki with the Crown and the community.
- 4.2 The deed of settlement is to include –
- 4.2.1 an agreed account of the historical relationship between Te Korowai o Wainuiārua and the Crown to be developed by the parties covering the matters set out in the proposed historical account headings below; and
  - 4.2.2 the Crown's acknowledgement of its acts and omissions which have breached te Tiriti o Waitangi/Treaty of Waitangi and its principles or caused prejudice to Te Korowai o Wainuiārua; and
  - 4.2.3 a Crown apology for those breaches of te Tiriti o Waitangi/Treaty of Waitangi and its principles.

### Te Korowai o Wainuiārua proposed historical account headings

- 4.3 The deed of settlement will include an agreed historical account based on the following proposed headings –
- 1. Uenuku, Tamakana, and Tamahaki at 1840 and the Treaty of Waitangi;
  - 2. Uenuku, Tamakana, and Tamahaki and the Colonial State 1840-1860;
  - 3. Uenuku, Tamakana, and Tamahaki and the New Zealand Wars 1860-1872;
  - 4. Uenuku, Tamakana, and Tamahaki and the Rohe Pōtae;
  - 5. The North Island Main Trunk Railway and Public Works;
  - 6. Kemp's Trust and Uenuku, Tamakana, and Tamahaki;

## **AGREEMENT IN PRINCIPLE**

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7. The Rohe Pōtae Case, the Rohe Pōtae Partitions, and Uenuku, Tamakana, and Tamahaki;
8. The Native Land Laws;
9. Nineteenth Century Crown Purchasing in the Taumatamāhoe Block;
10. The Waimarino Block in the Native Land Court;
11. The Waimarino Block Purchase;
12. The Waimarino Block Seller Reserves;
13. Twentieth Century Crown Purchasing;
14. The Tongariro National Park;
15. The Aotea District Maori Land Board and Vested Lands;
16. The Whanganui River Scenic Reserves;
17. The Whanganui River Cases and the Tongariro Power Development Scheme; and
18. The Whanganui National Park.

### **Provisional Crown Acknowledgments**

- 4.4 The provisional Crown acknowledgements are set out below, and will be further developed for inclusion in the deed of settlement.

#### *Native Land Laws*

- 4.5 The Crown acknowledges that it introduced native land legislation which transformed the collective customary ownership of hapū of Te Korowai o Wainuiārua into one based on individual rights without their consultation. The Crown further acknowledges that the native land legislation:
- 4.5.1 forced the hapū of Te Korowai o Wainuiārua to engage with the Native Land Court to protect their interests in their lands and they had no choice but to participate if they wanted to integrate their land into the modern economy;
  - 4.5.2 contributed to internal dissension and conflict within the hapū of Te Korowai o Wainuiārua and with their neighbours;
  - 4.5.3 engendered significant financial costs for those who engaged with the Native Land Court, such as the cost of land surveys;
  - 4.5.4 caused hardship for Te Korowai o Wainuiārua hapū who endured poor living conditions during protracted hearings and, in some cases, Te Korowai o Wainuiārua tūpuna passed away with awaiting hearings to take place; and

## AGREEMENT IN PRINCIPLE

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4.5.5 made their land more susceptible to partition, fragmentation, and alienation. The Crown's failure to protect the tribal structures of Te Korowai o Wainuiārua hapū from the effects of the native land legislation was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.6 The Crown acknowledges that its failure to provide an effective form of collective title before 1894 was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

### *The Waimarino Block Purchase*

4.7 The Crown acknowledges that it rushed through its purchase of 411,196 acres of land in the Waimarino block in 1887 from seventeen Te Korowai o Wainuiārua hapū in unreasonable haste, and that:

4.7.1 many hapū of Te Korowai o Wainuiārua did not know the location of their interests relative to the proposed boundaries of the vast block and, therefore, exactly what land was being purchased by the Crown because:

(a) the Crown proceeded with the purchase despite its awareness that Te Korowai o Wainuiārua had not been provided an opportunity to inspect and object to the survey before the Court awarded the Crown a majority of interests in the block; and

(b) the Crown discouraged applications of Te Korowai o Wainuiārua individuals to have their interests partitioned from the Waimarino block because it would delay its purchase;

4.7.2 many hapū of Te Korowai o Wainuiārua were unable to ensure they were paid a fair price for their land because:

(a) the Crown proceeded with the purchase of the Waimarino block by making its own determination of the strengths of interests of individuals from seventeen Te Korowai o Wainuiārua hapū and made payments according to this judgement; and

(b) the Crown did not inform the owners of the price per acre of the Waimarino block;

4.7.3 contrary to the provisions of its legislation, the Crown purchased the interests of minors before their appointment of trustees had been formalised; and

4.7.4 these acts and omissions meant that the Crown's purchase failed to meet the standards of reasonableness and fair dealing that found expression in te Tiriti o Waitangi/the Treaty of Waitangi and was a breach of te Tiriti/the Treaty and its principles.

4.8 The Crown acknowledges that it failed to pay a fair price for the Waimarino block and its valuable resources and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.9 The Crown acknowledges that it did not carry out the terms of the Waimarino block purchase deed and arrangements made during negotiations for setting aside reserves for the hapū of

## AGREEMENT IN PRINCIPLE

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Te Korowai o Wainuiārua and that this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown acknowledges that:

- 4.9.1 the Crown reserved less land to the sellers of the Waimarino block than the Crown had promised hapū of Te Korowai o Wainuiārua during negotiations;
- 4.9.2 the Crown dishonoured its commitment in the Waimarino purchase deed to agree the location of the seller reserves with the sellers, and instead determined the location of the reserves with minimal consultation; and
- 4.9.3 as a result, Te Korowai o Wainuiārua has lost ownership over wāhi tapu and kāinga they continued to occupy. In particular, the Crown acquired the Tīeke kāinga despite a special arrangement made with the owners to reserve this site of immense significance from the purchase. The Crown further acknowledges that its ownership of Tīeke remains a substantial source of grievance for Te Korowai o Wainuiārua.

### *The Tongariro National Park*

- 4.10 The Crown acknowledges that it ought to have been aware of the strong customary association of the hapū of Te Korowai o Wainuiārua with Ruapehu maunga before it proclaimed the Tongariro National Park in 1907. The Crown acknowledges that it:
  - 4.10.1 failed to consult with the hapū of Te Korowai o Wainuiārua or provide for their interests in Ruapehu maunga; and
  - 4.10.2 did not consult or pay compensation to the owners of customary Māori land included with the Park's boundaries.
- 4.11 These were breaches of te Tiriti o Waitangi/the Treaty of Waitangi and the principle of good faith which have caused Te Korowai o Wainuiārua hapū significant prejudice.
- 4.12 The Crown acknowledges that, by failing to include the hapū of Te Korowai o Wainuiārua in the ongoing management arrangements for the Tongariro National Park, it failed to respect their rangatiratanga and kaitiakitanga over the maunga and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

### *The Vested Lands Scheme*

- 4.13 The Crown acknowledges that it failed to actively protect the interests of Te Korowai o Wainuiārua hapū after they vested their lands in the Aotea District Maori Land Council and Board between 1903 and 1907 for the purpose of having these lands developed for commercial agriculture while remaining in the ownership of Te Korowai o Wainuiārua hapū.
- 4.14 The Crown further acknowledges that the hapū of Te Korowai o Wainuiārua expected their lands to return to them after 42 years, but from 1926 the Crown became aware that the owners would not be able to pay the compensation due to regain control of their land, and its failure to make arrangements to achieve this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

## AGREEMENT IN PRINCIPLE

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### *The North Island Main Trunk railway line*

- 4.15 The Crown acknowledges that it breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it broke a promise it made to the hapū of Te Korowai o Wainuiārua in 1885 and failed to meet its legal obligations when it took 207 acres of land in 1910 from the hapū for the North Island Main Trunk Railway and did not pay compensation.

### *The Defence Lands*

- 4.16 The Crown acknowledges that it did not consult the hapū of Te Korowai o Wainuiārua before it compulsorily acquired thirty percent of the Waimarino No.4 non-seller block and, therefore, did not provide the owners with the opportunity to negotiate the amount of land taken. The Crown acknowledges that these actions were in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

### *Landlessness*

- 4.17 The Crown acknowledges that, largely as a result of Crown purchasing in the late nineteenth century, the hapū of Te Korowai o Wainuiārua are virtually landless. The Crown's failure to ensure the hapū retained sufficient land for their economic, social, and cultural needs is a breach of te Tiriti o Waitangi/the Treaty of Waitangi and the principle of active protection.

## 5 ORANGA WHENUA: KAITIAKITANGA AND ENVIRONMENTAL RESTORATION (CULTURAL REDRESS)

### TE KOROWAI O WAINUIĀRUA ASPIRATIONS: ORANGA WHENUA

***“We were part of it. Our thinking was different. We fitted into what was here. We didn’t say ‘we own that’ and ‘that’s ours’ and ‘we will use it this way.’ Instead, we fitted into the natural environment and we were not a whole lot different to the birds in the sky.”***

Greg Robinson  
Aspirations for Settlement 2018

*The people of Uenuku, Tamakana and Tamahaki have been exercising rangatiratanga in accordance with their tikanga and protocols for generations and have, to the extent possible, continued to take active steps to look after and protect their whenua and its resources. This kaitiaki role was an essential part of ensuring the continued health of the peoples’ cultural and spiritual wellbeing. Te Korowai o Wainuiārua consider that land loss and legal regulation have to a large degree prevented them people from exercising a full kaitiakitanga role.*

*Te Korowai o Wainuiārua tribes aspire to restore the wellbeing of the whenua, biodiversity and communities in their rohe. The people of Te Korowai o Wainuiārua wish to continue to take active steps to be kaitiaki of the whenua in their rohe and to exercise rangatiratanga in accordance with their tikanga and protocols.*

*Te Korowai o Wainuiārua has a holistic interconnectedness with the ecosystems within its rohe and their relationship with their taonga is central to their spiritual and physical wellbeing, tribal identity and culture. Te Korowai o Wainuiārua are kaitiaki and have a responsibility to protect the health and wellbeing of those ecosystems and other taonga in the conservation land in their rohe in accordance with their tikanga.*

*Te Korowai o Wainuiārua objectives for conservation land are therefore to:*

- restore, protect and enhance the health and wellbeing of their taonga and, wherever possible, to reintroduce and regenerate the indigenous flora and fauna;*
- promote projects for regeneration within their rohe which will enhance the overall value and ecological and cultural health and wellbeing of the conservation land for future descendants of Te Korowai o Wainuiārua;*
- protect the historical, cultural and spiritual values of their wahi tapu and significant places;*
- promote the integrated, holistic and co-ordinated approach to management of the conservation land;*
- ensure the public are correctly informed of the traditional associations of Uenuku, Tamakana and Tamahaki; and*
- restore and protect the relationship of Te Korowai o Wainuiārua as kaitiaki of the conservation land in their rohe.*

## AGREEMENT IN PRINCIPLE

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### 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 12.2 of this agreement in principle.

### Conservation lands and related redress

#### *Development of an inland island ecological sanctuary*

- 5.2 A centrepiece of Te Korowai o Wainuiārua aspirations for settlement is to develop an inland island ecological sanctuary to restore habitat and the bio-diverse forest resource, and to support the breeding, reintroduction and conservation of endangered fauna and flora species.
- 5.3 Te Korowai o Wainuiārua proposes that the inland island ecological sanctuary will comprise a 'core area', being that part of Erua Conservation Area identified as a potential cultural redress property in Table 1 and Map 3 (the core area) and a surrounding 'halo area' that will also include public conservation land (the halo area).
- 5.4 The Crown acknowledges that Te Korowai o Wainuiārua view the following redress items as a package that are required to work as an integrated whole to enable their inland island ecological sanctuary project:
- 5.4.1 Conservation partnership agreement;
  - 5.4.2 Conservation management agreement under section 53 of the Conservation Act 1987;
  - 5.4.3 Transfer of Part Erua Conservation Area subject to the terms of transfer to be confirmed in accordance with clause 5.18; and
  - 5.4.4 Overlay classification over the remainder of the Erua Conservation Area.
- 5.5 Following the signing of this agreement in principle and before initialling the deed of settlement, the Crown will explore how the redress items outlined in clauses 5.4.1 and 5.4.4 could enable and co-ordinate activities (for example, pest control) over the public conservation land components of the halo area where the Department of Conservation and Te Korowai o Wainuiārua priorities align and within the constraints of the applicable legislation.
- 5.6 Following the signing of this agreement in principle and before initialling the deed of settlement the Crown will explore the potential transfer of an additional small area of public conservation land immediately surrounding the core area if it is justified by a strong rationale. The outcome of a feasibility study commissioned by Te Korowai o Wainuiārua on an inland island ecological sanctuary proposal will inform further discussion of the rationale for such a potential transfer.

## AGREEMENT IN PRINCIPLE

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### *Conservation partnership agreement*

- 5.7 Following the signing of this agreement in principle and before initialling a deed of settlement the Crown and Te Korowai o Wainuiārua will develop a conservation partnership agreement.
- 5.8 The parties intend that the conservation partnership agreement will:
- 5.8.1 provide for the Minister of Conservation and Director-General of Conservation to enter into the conservation partnership agreement with the governance entity; and
  - 5.8.2 be based on the partnership principles and be consistent with other conservation partnership agreements between iwi and the Crown in Treaty settlements; and
  - 5.8.3 enable the Department of Conservation and the governance entity to maintain a positive, collaborative and enduring relationship into the future; and
  - 5.8.4 be based on matters agreed between the parties, including:
    - (a) Te Korowai o Wainuiārua values and vision for public conservation lands in the area of interest of Te Korowai o Wainuiārua;
    - (b) the parties' objectives;
    - (c) partnership principles;
    - (d) purpose;
    - (e) roles and responsibilities;
    - (f) communication and information sharing;
    - (g) strategic collaboration and projects;
    - (h) planning documents and processes;
    - (i) freshwater fisheries and freshwater habitats;
    - (j) marine mammals;
    - (k) statutory authorisations;
    - (l) statutory land management;
    - (m) cultural materials;
    - (n) wahi tapu and sites of significance;

## **AGREEMENT IN PRINCIPLE**

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- (o) species and habitat protection (including riparian management, national programmes and pest control);
- (p) visitor and public information;
- (q) conservation advocacy;
- (r) cross-organisational opportunities;
- (s) Resource Management Act and advocacy;
- (t) information and confidentiality;
- (u) dispute resolution;
- (v) review and amendment; and
- (w) engagement and consultation.

5.9 Once the conservation partnership agreement text is agreed, it will be appended to the deed of settlement.

### *Conservation management agreement*

5.10 The deed of settlement is to provide that the settlement legislation will commit the Director-General of Conservation to enter into a management agreement with the governance entity, under section 53 of the Conservation Act 1987, over the public conservation land components of the halo area of the inland island ecological sanctuary to enable the governance entity to undertake specified conservation activities that are consistent with the relevant legislation.

5.11 The content of the management agreement will be agreed between the signing of this agreement in principle and initialling the deed of settlement.

### **Appointment to Conservation Boards**

5.12 Te Korowai o Wainuiārua seek representation on the Tongariro/Taupō Conservation Board.

5.13 The point at which the last of the Whanganui Iwi LNG with interests in the Conservation Board has reached settlement date is considered the appropriate time to reconsider all the Whanganui Iwi LNG interests in the Conservation Board area.

5.14 The Tongariro National Park negotiations may conclude prior to the last of the Whanganui Iwi LNG settling. The Tongariro National Park negotiations are likely to involve an examination of governance (and management) arrangements for the Tongariro National Park, which may include considering the membership and functions of the Board.

## AGREEMENT IN PRINCIPLE

### Potential cultural redress properties

- 5.15 The deed of settlement is to provide that the settlement legislation will vest in the governance entity those properties described in Table 1 below as potential cultural redress properties that the parties agree are to be cultural redress properties.
- 5.16 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.
- 5.17 The legal descriptions of the properties in Table 1 are indicative only and subject to confirmation by the Crown.

**Table 1** - Potential cultural redress properties

Name of area	General description/location	Conditions of vesting / Specific conditions currently known
Pipiriki Scenic Reserve	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.4350 hectares, more or less, being Section 20 Block IX Town of Pipiriki. Part <i>Gazette</i> 1897 p 1723.</p> <p>Refer to map 1 in Attachment 5.</p>	Subject to scenic reserve status with the governance entity as the administering body.
Ohoutahi Scenic Reserve	<p><i>Wellington Land District – Ruapehu District</i></p> <p>18.0292 hectares, more or less, being Part Ohoutahi 1B and Parts Ohoutahi 2. Balance proclamation 944.</p> <p>Refer to map 2 in Attachment 5.</p>	Subject to historic reserve status with the governance entity as the administering body.
Part Erua Conservation Area	<p><i>Wellington Land District – Ruapehu District</i></p> <p>188.2800 hectares, more or less, being Sections 10 and 14 Block VIII Manganui Survey District. Part <i>Gazette</i> 1922 p 229;</p> <p>11.18 hectares, approximately, being Part Section 15 Block VIII Manganui Survey District. Part <i>Gazette</i> 1899 p 623 Subject to survey;</p> <p>3.6877 hectares, more or less, being Sections 22 and 23 Block VIII Manganui Survey District. All <i>Gazette</i> 1936 p 307.</p> <p>Refer to map 3 in Attachment 5.</p>	Refer to clause 5.18.

- 5.18 The terms of transfer for Part Erua Conservation Area (204 hectares) are to be confirmed between the signing of this agreement in principle and initialling a deed of settlement,

## **AGREEMENT IN PRINCIPLE**

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including reserve classification or other appropriate instrument. This decision will be guided by:

5.18.1 Te Korowai o Wainuiārua aspirations to develop an inland island ecological sanctuary on the site; and

5.18.2 the Crown's policy to protect conservation values identified on the site.

### **Overlay classification**

5.19 The deed of settlement is to provide for the settlement legislation to:

5.19.1 declare the areas described in Table 2 below as subject to an overlay classification; and

5.19.2 provide the Crown's acknowledgement of a statement of Te Korowai o Wainuiārua values in relation to the area; and

5.19.3 require the New Zealand Conservation Authority, and relevant conservation boards –

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

(i) the statement of Te Korowai o Wainuiārua values; and

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

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

(i) consult with the governance entity; and

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

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

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

## AGREEMENT IN PRINCIPLE

**Table 2 – Overlay classifications**

<b>Overlay areas to which the overlay classification is to apply</b>	<b>General description/location</b>
Tangarakau Conservation Area	<p>6,445 hectares, approximately, being Sections 5, 6, 7, 9, 10, 12 and 13 Block III, Sections 1, 2 3, 4 and 5 Block IV Mahoe Survey District, Section 26 Block XV, Sections 3, 5, 6, 7, 8, 9, 10, 14, 15 and 16 Block XVI, Sections 1, 2, 3, 4 and 5 Block XII Pouatu Survey District, Sections 2, 3, 4, 6, 7 and 8 Block IX, Section 5 Block X and Section 6 Block XII Heao Survey District.</p> <p>Refer to map 4 in Attachment 5.</p>
Murumuru Conservation Area	<p>5,895 hectares, approximately, being Sections 1 and 2 SO 36650, Section 1 SO 36951, Parts Section 3 Block VII, Section 2 and Section 6 Block XI, Section 5, Parts Section 7, Part Section 12, and Section 20 Block XII, Section 6, Part Section 8, and Section 9 Block XV Whirinaki Survey District, Parts Section 7 Block IV Rarete Survey District, and Part Closed Road SO 17693.</p> <p>Refer to map 5 in Attachment 5.</p>
Part Erua Conservation Area	<p>11,095 hectares, approximately, being Sections 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 29, 32, 33 and Part Sections 3, 4, 5, 6, and 19, and Parts Section 2 Block VII, Sections 1, 2, 3, 5, 6, 7, 20, 21, 28, 34, 35, and 36, and Part Sections 4, 8, and 19, and Part Subdivisions 3 and 4 of Section 13 Block VIII, Sections 3, 6, 7, 8, 9, and 10 Block X, Sections 4, 5, 6, 9, 10, 11, 22, 23, 25, 26, 27 28, 29, 30 and 31, and Part Sections 7, 8, 12, 14, 16, 17, 18, 19, 20, and 21, and Parts Sections 2 and 3 Block XI, and Parts Sections 9 and 18 Block XII Manganui Survey District, Sections 4, 7 and 9 Block XV, and Sections 1 and 2 Block XVI Kaitieke Survey District, Section 1 SO 27030, Closed Road SO 18704, and Parts Waimarino 1.</p> <p>Refer to map 6 in Attachment 5.</p>

### **Statutory acknowledgements**

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

5.20.1 provide the Crown’s acknowledgement of the statements by Te Korowai o Wainuiārua 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

5.20.2 require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and

## AGREEMENT IN PRINCIPLE

- 5.20.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area; and
- 5.20.4 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
- 5.20.5 enable the governance entity, and any member of Te Korowai o Wainuiārua, to cite the statutory acknowledgement as evidence of the settling group's association with a statutory area.

**Table 3 – Statutory acknowledgements**

<b>Statutory areas to which the statutory acknowledgement is to apply</b>	<b>General description/location</b>
Tahora Scenic Reserve	Refer to map 7 in Attachment 5.
Part Waitotara Conservation Area	Refer to map 8 in Attachment 5.
Part Tongariro Conservation Area	Refer to map 9 in Attachment 5.
Kokakonui Scenic Reserve	Refer to map 10 in Attachment 5.
Waireka Conservation Area	Refer to map 11 in Attachment 5.
Whakapapa River Marginal Strip	Refer to map 12 in Attachment 5.
Ohinetonga Scenic Reserve	Refer to map 13 in Attachment 5.
Owhango Domain Recreation Reserve	Refer to map 14 in Attachment 5.
Kawautahi Scenic Reserve	Refer to map 15 in Attachment 5.
Hawkin's Wetland Scenic Reserve	Refer to map 16 in Attachment 5.
Part Ohakune Lakes Scenic Reserve	Refer to map 17 in Attachment 5.
Part Rangataua Conservation Area	Refer to map 18 in Attachment 5.
Rangataua No.2 Conservation Area	Refer to map 19 in Attachment 5.
Part Raukawa Scenic Reserve	Refer to map 20 in Attachment 5.
Taunoka Conservation Area	Refer to map 21 in Attachment 5.
Tupapakuraa Conservation Area	Refer to map 22 in Attachment 5.
Mangatiti Conservation Area	Refer to map 23 in Attachment 5.
Adams Conservation Area	Refer to map 24 in Attachment 5.
Part Matirangi Conservation Area	Refer to map 25 in Attachment 5.
Mangapaka Conservation Area	Refer to map 26 in Attachment 5.
Mangapaka Scenic Reserve	Refer to map 27 in Attachment 5.
Hukapapa Conservation Area	Refer to map 28 in Attachment 5.
Rotokahu Scenic Reserve	Refer to map 29 in Attachment 5.
Taheke Conservation Area	Refer to map 30 in Attachment 5.
Horopito-Ohakune Rail Conservation Area	Refer to map 31 in Attachment 5.
Waimarino Scientific Reserve	Refer to map 32 in Attachment 5.

## AGREEMENT IN PRINCIPLE

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### Deeds of recognition

- 5.21 The deed of settlement is to require that the Crown provide the governance entity with the deeds of recognition in relation to the statutory areas referred to in Table 4 below to the extent that those areas are owned and managed by the Crown.
- 5.22 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 –
- 5.22.1 consult the governance entity; and
  - 5.22.2 have regard to its views concerning Te Korowai o Wainuiārua association 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

<b>Statutory areas to which the deed of recognition is to apply</b>	<b>General description/location</b>
Taunoka Conservation Area	Refer to map 21 in Attachment 5.
Tupapakuraa Conservation Area	Refer to map 22 in Attachment 5.
Mangatiti Conservation Area	Refer to map 23 in Attachment 5.
Adams Conservation Area	Refer to map 24 in Attachment 5.
Part Matirangi Conservation Area	Refer to map 25 in Attachment 5.
Mangapaka Conservation Area	Refer to map 26 in Attachment 5.
Mangapaka Scenic Reserve	Refer to map 27 in Attachment 5.
Hukapapa Conservation Area	Refer to map 28 in Attachment 5.
Rotokahu Scenic Reserve	Refer to map 29 in Attachment 5.
Taheke Conservation Area	Refer to map 30 in Attachment 5.
Horopito-Ohakune Rail Conservation Area	Refer to map 31 in Attachment 5.
Waimarino Scientific Reserve	Refer to map 32 in Attachment 5.

### Potential official geographic names

- 5.23 The Crown invites the mandated body to submit new and altered place name proposals for geographic features within the area of interest of Te Korowai o Wainuiārua to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa, before the deed of settlement is initialled, to be processed under the standard Treaty name processes followed by the Board.
- 5.24 The deed of settlement is to provide for the settlement legislation to provide for the names listed in the deed of settlement to be the official geographic name of the feature if the parties and the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa, agree.

### Crown minerals protocol

- 5.25 The deed of settlement is to require that the Minister of Energy and Resources issue the governance entity with a Crown minerals protocol, which will provide for the Crown's interaction with the governance entity in relation to specified matters.

## **AGREEMENT IN PRINCIPLE**

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5.26 Following the signing of this agreement in principle Te Korowai o Wainuiārua will provide a statement for the Crown minerals protocol outlining their association with certain spiritual, cultural, historical and traditional values in relation to the following non-nationalised Crown minerals:

5.26.1 Pākohe (argillite and basaltic andesite); and

5.26.2 Ōnewa (basalt/greywacke); and

5.26.3 Matā tūhua (black obsidian); and

5.26.4 Paru (curing mud with iron salt deposits); and

5.26.5 One-Uku (clay).

### **Crown minerals redress**

5.27 The parties agree to explore, following the signing of this agreement in principle, the right for any member of Te Korowai o Wainuiārua to search for and remove pākohe (argillite) from Crown-owned or administered land in the Te Korowai o Wainuiārua area of interest, that is not Whanganui National Park, Tongariro National Park or the Whanganui River and land defined in Schedule 4 of the Crown Minerals Act 1991. Any redress will be on terms similar to existing settlements.

### **Relationship instruments relating to whenua and the environment**

#### *Relationship agreement with the Ministry for the Environment*

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

5.29 The parties intend that the relationship agreement will:

5.29.1 enable the Ministry for the Environment and the governance entity to maintain a positive, collaborative and enduring relationship into the future; and

5.29.2 include any other topics as agreed with the Ministry for the Environment and Te Korowai o Wainuiārua.

#### *Relationship agreement with the New Zealand Transport Agency*

5.30 Separate to the deed of settlement with the Crown, Te Korowai o Wainuiārua and the New Zealand Transport Agency have committed to developing a relationship agreement to be entered into by the governance entity and the New Zealand Transport Agency.

5.31 Te Korowai o Wainuiārua and the New Zealand Transport Agency intend that the future relationship agreement will:

5.31.1 enable the New Zealand Transport Agency and the governance entity to maintain a positive, collaborative and enduring relationship into the future; and

## **AGREEMENT IN PRINCIPLE**

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- 5.31.2 include any other topics as agreed with the New Zealand Transport Agency and Te Korowai o Wainuiārua.

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

- 5.32 The Crown, through the Ministry for Primary Industries, recognises Te Korowai o Wainuiārua, as tangata whenua that –

5.32.1 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 for Primary Industries under fisheries legislation; and

5.32.2 have a special relationship within their area of interest with all species of fish and aquatic life and all such species being taonga to Te Korowai o Wainuiārua, and an interest in the sustainable utilisation of all species of fish and aquatic life.

- 5.33 The deed of settlement will record that the Director-General of the Ministry for Primary Industries will write to the governance entity by the settlement date, outlining:

5.33.1 that the Ministry for Primary Industries recognises Te Korowai o Wainuiārua as tangata whenua within their area of interest and has a special relationship with all species of fish and aquatic life within their area of interest;

5.33.2 how Te Korowai o Wainuiārua can have input and participation into the Ministry for Primary Industries' fisheries planning processes;

5.33.3 how Te Korowai o Wainuiārua can implement the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within their area of interest;

5.33.4 that the Ministry for Primary Industries will consult with the governance entity as representatives of Te Korowai o Wainuiārua where the area of interest is directly affected by the development of policies and operational processes that are led by the Ministry for Primary Industries in the area of fisheries and aquaculture; agriculture and forestry; and biosecurity; and

5.33.5 any other matters as agreed with the Ministry for Primary Industries and Te Korowai o Wainuiārua.

### **Relationship instruments relating to business**

#### *Letter of commitment with the Māori Economic Development Unit within the Ministry of Business, Innovation and Employment*

- 5.34 The deed of settlement will provide for the Māori Economic Development Unit within the Ministry of Business, Innovation and Employment to enter into a letter of commitment with Te Korowai o Wainuiārua which will set out matters in which the Unit will collaborate on and define how the parties will develop an enduring relationship together.

### **Appointment as an advisory committee to the Minister of Fisheries**

- 5.35 The settlement legislation will provide for the Minister of Fisheries to appoint the Trustees of the governance entity as an advisory committee on fisheries management to the Minister

## **AGREEMENT IN PRINCIPLE**

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under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 in relation to areas of special significance to Te Korowai o Wainuiārua. The areas of special significance are to be agreed before initialling a deed of settlement.

### **Natural resources redress**

#### *Kaitiaki acknowledgement*

- 5.36 The Crown acknowledges the role of Te Korowai o Wainuiārua as kaitiaki over their rohe (refer to map at Attachment 1).
- 5.37 Following the signing of this agreement in principle the parties will explore ways in which the kaitiaki role of Te Korowai o Wainuiārua can be expressed. This will include consideration of how this role aligns with existing arrangements and how the Crown can offer related support to Te Korowai o Wainuiārua, including:

#### Kaitiaki plan

- 5.37.1 Te Korowai o Wainuiārua may develop a kaitiaki plan (or an iwi management plan for the purposes of the Resource Management Act 1991), to guide environmental planning and decision-making within the Te Korowai o Wainuiārua rohe. This kaitiaki plan will record the relationship of Te Korowai o Wainuiārua with the environment, including cultural and heritage values, the location of wāhi tūpuna and wāhi tapu, and the use of traditional resources.
- 5.37.2 The Ministry for the Environment will, following a request by Te Korowai o Wainuiārua, provide a review of the draft in preparation of the initial kaitiaki plan.
- 5.37.3 The parties agree to explore extending the kaitiaki plan to encompass Crown agencies with a role in the management of land and natural resources in the kaitiaki area.

#### *Relationship instrument with Manawatu-Wanganui Regional Council*

- 5.38 The Manawatu-Wanganui Regional Council has agreed to a relationship instrument with the governance entity, focusing on participation in biodiversity restoration and pest management decisions affecting land (other than public conservation land) surrounding the proposed inland island ecological sanctuary described in clause 5.3. This relationship instrument has the potential to include other relevant agencies and entities.
- 5.39 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the Manawatu-Wanganui Regional Council to support this arrangement.

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

- 5.40 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 WHANGANUI NATIONAL PARK

### **Aspirations of Te Korowai o Wainuiārua for the Whanganui National Park**

*The vast majority of Te Korowai o Wainuiārua tribal estate is in national parks and conservation areas.*

*The Whanganui National Park includes a number of cultural sites of significance to Uenuku, Tamakana, and Tamahaki including Tangarakau, Taumatamāhoe and others. Te Korowai o Wainuiārua seek that sites of exclusive significance be recognised.*

*Te Korowai o Wainuiārua considers the Whanganui National Park to be an area where the primary focus is conservation and restoration of the local flora and fauna, rongoā (medicine) and taonga species including harakeke (flax) and wildlife such as kererū and matuku (heron).*

*Te Korowai o Wainuiārua seek that redress will acknowledge and increase their ability to exercise an empowered kaitiakitanga role (not merely to be consulted). Specifically, Te Korowai o Wainuiārua seek:*

- tangata whenua and the Crown acting in partnership in the governance and integrated management of the Park, in accordance with the kawa, tikanga and values of Te Korowai o Wainuiārua and other tangata whenua;*
- new and appropriate arrangements for the ownership and legal status of the Park that are consistent with kawa and tikanga and the partnership of Te Korowai o Wainuiārua and the Crown;*
- recognition of kaitiaki status in respect of lands and resources;*
- involvement in co-management as partners with local and regional government;*
- formal access to traditionally significant flora through cultural materials harvest plans to provide for the collection of rongoā and other important flora; and*
- support to develop potential commercial and employment opportunities, including for example, eco-tourism.*

### **Future Whanganui National Park negotiations**

- 6.1 Te Korowai o Wainuiārua considers that the greater part of the Whanganui National Park rests in the Te Korowai o Wainuiārua area of interest. Most of the Park came from three blocks: Waimarino, Taumatamāhoe, and Whakaihuwaka.
- 6.2 This settlement will settle all historical claims of Te Korowai o Wainuiārua including in relation to the Whanganui National Park and will include Crown apology redress, and financial and commercial redress in respect of the Whanganui National Park.

## AGREEMENT IN PRINCIPLE

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- 6.3 The Crown acknowledges the significance and critical importance of the Whanganui National Park to Te Korowai o Wainuiārua and that redress associated with the Park, to be negotiated in a separate negotiation, is fundamental to Te Korowai o Wainuiārua.
- 6.4 Cultural redress focusing on current and future arrangements for the Whanganui National Park will be a separate negotiation with Te Korowai o Wainuiārua and other iwi who have interests in the Whanganui National Park.
- 6.5 The Crown is committed to negotiating redress over the Whanganui National Park in good faith. The Crown is also committed to addressing the grievances of Te Korowai o Wainuiārua in relation to the Whanganui National Park. These grievances include the removal of certain historical marae sites along the Whanganui River from the ownership of the hapū of Te Korowai o Wainuiārua.
- 6.6 The Crown acknowledges that the current ownership and management of historical marae sites along the Whanganui River in the Whanganui National Park, particularly Tīeke and Mangapapapa, are a source of substantial grievance for Te Korowai o Wainuiārua, and in particular for Tamahaki.
- 6.7 The Crown also acknowledges that the management of certain historical marae sites may not reflect their current usage by Te Korowai o Wainuiārua.
- 6.8 As part of the Crown Apology redress (refer section 4 of this agreement in principle) the Crown will acknowledge that the ownership of historical marae sites along the Whanganui River were removed from hapū of Te Korowai o Wainuiārua in breach of te Tiriti o Waitangi/the Treaty of Waitangi –
- 6.8.1 *“The Crown acknowledges that it did not carry out the terms of the Waimarino block purchase deed and arrangements made during negotiations for setting aside reserves for the hapū of Te Korowai o Wainuiārua and that this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown acknowledges that:*
- *the Crown reserved less land to the sellers of the Waimarino block than the Crown had promised hapū of Te Korowai o Wainuiārua during negotiations;*
  - *the Crown dishonoured its commitment in the Waimarino purchase deed to agree the location of the seller reserves with the sellers, and instead determined the location of the reserves with minimal consultation; and*
  - *as a result, Te Korowai o Wainuiārua has lost ownership over wāhi tapu and kāinga they continued to occupy. In particular, the Crown acquired the Tīeke kāinga despite a special arrangement made with the owners to reserve this site of immense significance from the purchase. The Crown further acknowledges that its ownership of Tīeke remains a substantial source of grievance for Te Korowai o Wainuiārua.”*

## 7 TONGARIRO NATIONAL PARK

### **Aspirations of Te Korowai o Wainuiārua for the Tongariro National Park**

*Te Korowai o Wainuiārua consider that their interests in the Tongariro National Park have never been adequately recognised by the Crown and they have not had adequate opportunity to be involved in the national park management.*

*The Crown first acquired land for the national park in 1887 through its purchase of the Waimarino block. This preceded the tuku of the three volcanic peaks by five months.*

*The Waimarino block contained a significant part of Ruapehu (most of the western side of the mountains).*

*In respect of the future Tongariro National Park negotiations Te Korowai o Wainuiārua seek:*

- *that tangata whenua and the Crown act in partnership in the governance and integrated management of the Park, in accordance with the kawa, tikanga and values of Te Korowai o Wainuiārua and other tangata whenua; and.*
- *new and appropriate arrangements for the ownership and legal status of the Park that are consistent with kawa and tikanga and the partnership of Te Korowai o Wainuiārua, other tangata whenua, and the Crown.*

### **Future Tongariro National Park negotiations**

- 7.1 This settlement will settle all historical claims of Te Korowai o Wainuiārua including in relation to the Tongariro National Park and will include Crown apology, and financial and commercial redress in respect of the Tongariro National Park.
- 7.2 The Crown acknowledges the significance and critical importance of the Tongariro National Park to Te Korowai o Wainuiārua and that redress associated with the Park, to be negotiated in a separate negotiation, is fundamental to Te Korowai o Wainuiārua.
- 7.3 Cultural redress focusing on current and future arrangements for the Tongariro National Park will be a separate negotiation with Te Korowai o Wainuiārua and other iwi who have interests in the Tongariro National Park.
- 7.4 The Crown is committed to negotiating redress over the Tongariro National Park in good faith. The Crown is also committed to addressing the grievances of Te Korowai o Wainuiārua in relation to the Tongariro National Park.

## 8 ORANGA WAIRUA: RESTORING SOCIAL AND CULTURAL IDENTITY AND WELLBEING (CULTURAL REDRESS)

TE KOROWAI O WAINUIĀRUA ASPIRATIONS: ORANGA WAIRUA

***“We want to reverse the crippling social, cultural and economic disadvantage in our rohe... with an economic base, influence in decision-making and a recognised voice.”***

Moana Ellis  
Aspirations for Settlement 2018

*The rohe of Te Korowai o Wainuiārua has suffered from profound social and cultural issues that stem from loss of land, culture and resources. A deed of settlement presents an opportunity to build a foundation for the restoration of the social and cultural wellbeing, and the distinct identity, mana and cultural heritage, of the people of Te Korowai o Wainuiārua.*

*Cultural redress is sought that will support Te Korowai o Wainuiārua aspirations for recognising the mana and identity of Te Korowai o Wainuiārua tribes and the development of a strategic framework for social and cultural wellbeing.*

### **Cultural fund**

- 8.1 On the settlement date, the Crown will pay the governance entity \$0.6 million for cultural revitalisation purposes, in addition to the financial and commercial redress amount.

### **KiwiRail redress**

- 8.2 The Crown and Te Korowai o Wainuiārua agree to explore with KiwiRail Holdings Limited and the New Zealand Railways Corporation potential cultural redress within the rohe of Te Korowai o Wainuiārua, and specifically along the North Island Main Trunk railway and the Stratford - Okahukura Line.
- 8.3 The Crown can only agree to offer potential cultural redress over the North Island Main Trunk railway and the Stratford - Okahukura Line if the Crown, KiwiRail Holdings Limited and the New Zealand Railways Corporation agree.

### **Relationship agreements**

- 8.4 The deed of settlement will provide for the following Crown agencies to enter into separate relationship agreements with the governance entity:
- 8.4.1 the Ministry of Social Development/Te Manatū Whakahiato Ora;
  - 8.4.2 Oranga Tamariki - Ministry for Children; and
  - 8.4.3 the New Zealand Police.
- 8.5 The Ministry of Education has agreed to explore a relationship agreement with the governance entity.

## **AGREEMENT IN PRINCIPLE**

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### **Collective relationship redress**

- 8.6 The following Crown agencies have agreed to participate in future discussions with Te Korowai o Wainuiārua to explore their socio-economic aspirations following the signing of this agreement in principle:
- 8.6.1 the Ministry of Social Development/Te Manatū Whakahiato Ora; and
  - 8.6.2 Oranga Tamariki - Ministry for Children; and
  - 8.6.3 the Ministry of Education; and
  - 8.6.4 Te Puni Kōkiri; and
  - 8.6.5 Housing New Zealand Corporation.
- 8.7 Discussions between the Crown agencies listed in clause 8.6 and Te Korowai o Wainuiārua will provide an opportunity for these agencies to better understand the aspirations of Te Korowai o Wainuiārua to transform the socio-economic position of their rohe. These discussions will also allow these Crown agencies, Te Korowai o Wainuiārua, and other parties with interests in the rohe to scope out how to work collaboratively in the future.
- 8.8 The deed of settlement will record the outcome of any arrangement reached between Crown agencies in the social sector and Te Korowai o Wainuiārua.

### **Whakaaetanga Tiaki Taonga**

- 8.9 The following culture and heritage parties have agreed to enter into a Whakaaetanga Tiaki Taonga with the governance entity:
- 8.9.1 Department of Internal Affairs Te Tari Taiwhenua (the agency responsible for the National Library Te Puna Matauranga o Aotearoa and Archives New Zealand Te Rua Mahara o Te Kawanatanga); and
  - 8.9.2 Ministry for Culture and Heritage Manatū Taonga; and
  - 8.9.3 Museum of New Zealand Te Papa Tongarewa; and
  - 8.9.4 Heritage New Zealand Pouhere Taonga.
- 8.10 The parties intend that the Whakaaetanga Tiaki Taonga will facilitate:
- 8.10.1 the care, management, access, use, development and revitalisation of Te Korowai o Wainuiārua taonga; and
  - 8.10.2 the identification, protection, preservation and conservation of the historical and cultural heritage of Te Korowai o Wainuiārua.
- 8.11 The Whakaaetanga Tiaki Taonga will be issued to the governance entity through the deed of settlement.

## **AGREEMENT IN PRINCIPLE**

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### **Letter of introduction to Ngā Taonga Sound & Vision**

- 8.12 The deed of settlement will provide for the Director, Office of Treaty Settlements to write a letter of introduction to Ngā Taonga Sound & Vision.
- 8.13 The purpose of the letter is to raise the profile of Te Korowai o Wainuiārua with Ngā Taonga Sound & Vision in relation to their work. The text of the letter 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 the settlement date.

## 9 ORANGA TANGATA: FINANCIAL AND COMMERCIAL REDRESS

TE KOROWAI O WAINUIĀRUA ASPIRATIONS: ORANGA TANGATA

***Haere e whai i te Waewae o Uenuku, kia ora ai te tangata***

*Go search for the footprints of Uenuku, so that humankind may be nurtured*

*Te Korowai o Wainuiārua see a Treaty settlement as an opportunity to support its aspirations of mana tangata and mana whenua, and assist Uenuku, Tamakana and Tamahaki to accelerate their vision for prosperity and wellbeing in order to carry whānau, hapū and community toward a secure future.*

### **General**

- 9.1 All items of commercial redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 9.1.1 the Crown confirming that any residual overlapping claim issues in relation to any item of commercial redress have been addressed to the satisfaction of the Crown; and
  - 9.1.2 any other conditions specified in the commercial redress tables provided below and set out in clauses 3.5, 3.8 and 12.2 of this agreement in principle.

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

- 9.2 The deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the financial and commercial redress amount of \$21.7 million less –
- 9.2.1 the on-account payment following the signing of the agreement in principle, as set out in clause 9.3; and
  - 9.2.2 the total of the transfer values (determined in accordance with the valuation process in schedule 3) of any properties that the deed of settlement provides are commercial redress properties to be transferred to the governance entity on the settlement date.

### **On-account payment**

- 9.3 The Crown has agreed to consider an on-account payment to the governance entity of up to \$4.340 million following the signing of this agreement in principle, subject to:
- 9.3.1 ratification and establishment of the governance entity by Te Korowai o Wainuiārua; and
  - 9.3.2 ratification of the on-account payment by Te Korowai o Wainuiārua; and
  - 9.3.3 the provision of information by Uenuku Charitable Trust which satisfies the Minister of Finance and Minister for Treaty of Waitangi Negotiations that the on-account payment will be used for securing specific Treaty settlement redress.
- 9.4 Subject to the conditions outlined at clause 9.3, the on-account payment will be provided through a deed of on-account.

## AGREEMENT IN PRINCIPLE

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### Potential commercial redress properties

9.5 The deed of settlement is to provide that the Crown must transfer to the governance entity on the settlement date those of the properties described in Table 5 below as potential commercial redress properties that the parties agree are to be commercial redress properties.

9.6 If a commercial redress property to be transferred to the governance entity is:

#### *Licensed land*

9.6.1 licensed land, the settlement documentation is to provide –

- (a) the licensed land is to cease to be Crown forest land upon registration of the transfer; and
- (b) from the settlement date, the governance entity is to be, in relation to the licensed land, –
  - (i) the licensor under the Crown forestry licence; and
  - (ii) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and
  - (iii) entitled to the rental proceeds under the Crown forestry licence since the commencement of the licence.

#### *Transfer and leaseback*

9.6.2 a leaseback commercial redress property, the deed of settlement is to provide that the property is to be leased back by the governance entity to the Crown, from the settlement date, –

- (a) on the terms and conditions provided by a registrable ground lease for that property (ownership of the improvements remaining unaffected by the purchase) incorporated in the deed; and
- (b) in the case of a Crown leaseback that is not a school site, at its initial annual rent determined or agreed in accordance with the valuation process in schedule 3 (plus GST, if any, on the amount so determined or agreed); or
- (c) in the case of a Crown leaseback of a school site, at an 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).

## AGREEMENT IN PRINCIPLE

**Table 5** - Potential commercial redress properties

<b>Landholding Agency</b>	<b>Property Name/Address</b>	<b>General description/ location</b>	<b>Conditions of transfer / Specific conditions currently known</b>
Land Information New Zealand	12392 - Erua Crown Forestry Licensed land	<i>Wellington Land District – Ruapehu District</i>  183.9000 hectares more or less, being Lot 1 DP 70180.	Subject to a Crown forestry licence contained in computer interest register WN1300/7.
LINZ Treaty Settlements Landbank	Former Waikune Prison, SH4, National Park (PF 1382)	<i>Wellington Land District – Ruapehu District</i>  499.8400 hectares, more or less, being Sections 1, 2, 3 and 4 SO 37436. All computer freehold register WN46C/925.	Purchase price of \$268,000. Subject to a forestry right contained in document B840843.1

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

### Potential deferred selection properties

- 9.7 The deed of settlement is to provide that the governance entity may, during the deferred selection period referred to in Table 6 below, provide a written notice of interest to the Crown in purchasing any or all of those of the properties described in Table 6 below as potential deferred selection properties that the parties agree are to be deferred selection properties. The deed of settlement will provide for the effect of the written notice and will set out a process where the property is valued and may be acquired by the governance entity.
- 9.8 If a deferred selection property to be transferred to the governance entity is a leaseback deferred selection property, then clause 9.6.2 shall apply.

**Table 6** - Potential deferred selection properties for transfer

<b>Landholding Agency</b>	<b>Property Name/Address</b>	<b>General description/ location</b>	<b>Conditions of transfer / Specific conditions currently known</b>
Ministry of Education	National Park School site (land only), Carroll Street, National Park institution number 2405	<i>Wellington Land District – Ruapehu District</i>  1.8822 hectares more or less, being Lot 3 DP 498732. All computer freehold register 750348.	Two year deferred selection period. Subject to Crown leaseback.

## AGREEMENT IN PRINCIPLE

Ministry of Education	Raetihi Primary School site (land only), Grey Street, Raetihi institution number 2429	<i>Wellington Land District – Ruapehu District</i> 3.9860 hectares, more or less, being Lots 5 and 6 DP 4872, and Sections 8, 9, 10, 11, 12, 26, 27, 28, 29, 30, 32 and 33 Raetihi Suburban. All computer freehold register WN45C/356 and all proclamation 479776.	Two year deferred selection period. Subject to Crown leaseback.
[Ministry of Justice]	Raurimu Station, Landcorp farm, SH 47, National Park	<i>Wellington Land District – Ruapehu District</i> 2503.8638 hectares more or less being Sections 2, 3 and 4 SO 36593, and Lot 2 DP 394961. All computer freehold register 382148.	1 year deferred selection period with the ability to explore, prior to initialling a deed of settlement, a deferred selection period of up to 2 years.
LINZ Treaty Settlements Landbank	28 Carroll St, National Park (PF921)	<i>Wellington Land District – Ruapehu District</i> 1.1418 hectares, more or less, being Section 1 SO 32606. All computer freehold register WN48C/547.	2 year deferred selection period.
LINZ Treaty Settlements Landbank	Cnr Carroll & Ward Sts, National Park (PF848)	<i>Wellington Land District – Ruapehu District</i> 0.3187 hectares, more or less, being Lot 1 DP 27058. All computer freehold register WND4/1063.	2 year deferred selection period.
LINZ Treaty Settlements Landbank	SH4/Ward St, National Park (PF1460)	<i>Wellington Land District – Ruapehu District</i> 139.90 hectares, approximately, being Part Section 1 Block IV Manganui Survey District. Balance <i>Gazette</i> notice 805832. Subject to survey.	2 year deferred selection period.
LINZ Treaty Settlements Landbank	Former Mangaeturoa School, Pipiriki Raetihi Rd (PF1246)	<i>Wellington Land District – Ruapehu District</i> 5.8823 hectares, more or less, being Parts Section 4 Block V Makotuku Survey District and Sections 2 and 5 SO 37967. Computer	2 year deferred selection period.

## AGREEMENT IN PRINCIPLE

		freehold register WN56A/72.	
LINZ Treaty Settlements Landbank	Makotuku Valley Rd, Horopito (PF840)	<i>Wellington Land District – Ruapehu District</i>  0.1841 hectares, more or less, being Section 4 Block XV Town of Horopito West. All computer freehold register WN46B/253.	2 year deferred selection period.
LINZ Treaty Settlements Landbank	Boon Rd (Kouturoa East Rd), Kaitieke (PF1247)	<i>Wellington Land District – Ruapehu District</i>  5.4632 hectares, more or less, being Section 10 Block XIII Kaitieke Survey District. All computer freehold register WN56A/258.	2 year deferred selection period.
LINZ Treaty Settlements Landbank	2479 Pipiriki Raetihi Rd, Pipiriki (PF1463)	<i>Wellington Land District – Ruapehu District</i>  0.2023 hectares, more or less, being Section 8 Block X Town of Pipiriki. All computer freehold register 29827.	2 year deferred selection period.
LINZ Treaty Settlements Landbank	107 Seddon St, Raetihi (PF302)	<i>Wellington Land District – Ruapehu District</i>  0.1012 hectares, more or less, being Section 233 Town of Raetihi.	2 year deferred selection period.
LINZ Treaty Settlements Landbank	30 Duncan St, Raetihi (PF301)	<i>Wellington Land District – Ruapehu District</i>  0.0917 hectares, more or less, being Lot 1 DP 61673. All computer freehold register WN31C/722.	2 year deferred selection period.
LINZ Treaty Settlements Landbank	40 Queen St, Raetihi (PF1252)	<i>Wellington Land District – Ruapehu District</i>  0.0687 hectares, more or less, being Section 1 SO 25069. All Gazette 1961 p 1438.	2 year deferred selection period.
LINZ Treaty Settlements Landbank	58-62 Ward St, Raetihi (PF801)	<i>Wellington Land District – Ruapehu District</i>  1.5505 hectares, more or less, being Section 53 Raetihi Suburban.	2 year deferred selection period.
LINZ Treaty Settlements Landbank	Mangatiti Rd, Ruatiti (PF1003)	<i>Wellington Land District – Ruapehu District</i>	2 year deferred selection period.

## AGREEMENT IN PRINCIPLE

		181.5015 hectares, more or less, being Section 11 Block VIII Whirinaki Survey District. All computer freehold register WND1/364.	
LINZ Treaty Settlements Landbank	Former MOE House, 1016 Raetihi Rd, Ohakune (PF 1987)	<i>Wellington Land District – Ruapehu District</i>  0.2023 hectares, more or less, being Section 1 SO 495727. All computer freehold register 745005.	2 year deferred selection period.

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

### School sites

- 9.9 Any potential transfer and leaseback of a school site is subject to historical investigations as well as standard Ministry of Education policies, and operational considerations. Transfer and leasebacks of school sites are for land only and are subject to an agreed registrable ground lease for the property with ownership of the improvements remaining unaffected by the transfer. Operational considerations, such as shared school sites or some Board of Trustees house site issues may mean a specific site can be available but would be subject to specific processes in the deed of settlement (or lease).
- 9.10 Availability of transfer and leaseback of Ministry of Education sites is subject to the transfer value (for commercial redress properties) and to the lease (for both commercial redress and deferred selection properties) being agreed one month prior to initialling of the deed of settlement.
- 9.11 A school site will cease to be a transfer and leaseback property if before the settlement date (in respect of commercial redress properties) or before receipt of a notice of interest (in respect of deferred selection properties) the Ministry of Education notifies the mandated body or the governance entity as the case may be, that the site has become surplus to its requirements.

### Commitment to explore further potential deferred selection properties

- 9.12 The Crown and Te Korowai o Wainuiārua agree to explore, following the signing of this agreement in principle, the inclusion in the deed of settlement of any or all of the properties described in Table 7 below as potential deferred selection properties.
- 9.13 The agreement to explore further potential deferred selection properties may not result in any agreed redress of this nature.

### Commitment to explore further potential deferred selection properties on transfer and leaseback basis

- 9.14 The Crown and Te Korowai o Wainuiārua agree to explore the New Zealand Police properties described in Table 7 below as sale and leaseback deferred selection properties, with a 2 year deferred selection period following the signing of the agreement in principle.

## AGREEMENT IN PRINCIPLE

- 9.15 Transfer and leaseback of New Zealand Police sites will be subject to standard New Zealand Police policies and operational considerations. Transfer and leasebacks of New Zealand Police sites are for land only and are subject to an agreed registrable ground lease for the property with ownership of the improvements remaining unaffected by the transfer. Operational considerations may mean a specific site can be available but would be subject to specific processes in the deed of settlement (or lease).
- 9.16 Availability of transfer and leaseback of New Zealand Police sites is subject to the transfer value (for commercial redress properties) and to the lease (for both commercial redress and deferred selection properties) being agreed one month prior to initialling of the deed of settlement.
- 9.17 A New Zealand Police site will cease to be a transfer and leaseback property if before the settlement date (in respect of commercial redress properties) or before receipt of a notice of interest (in respect of deferred selection properties) New Zealand Police notifies the mandated body or the governance entity as the case may be, that the site has become surplus to its requirements.

**Table 7 - Further potential deferred selection properties to explore**

<b>Landholding Agency</b>	<b>Property Name/Address</b>	<b>General description/ location</b>
New Zealand Police	National Park Police Station, 29-31 Buddo Street, National Park	<i>Wellington Land District – Ruapehu District</i>  0.2113 hectares, more or less, being Section 21, Part Section 5, and Parts Section 20 Block V Town of Waimarino (land only).
New Zealand Police	Raetihi Police Station and former Court House, 2 and 4 Seddon Street, Raetihi	<i>Wellington Land District – Ruapehu District</i>  0.5817 hectares, more or less, being section 288 and 290A Town of Raetihi (land only).
LINZ	Ohura Rd/SH43, Marco (11519)	<i>Taranaki Land District – Stratford District</i>  0.0331 hectares, more or less, being Section 91 Block XIV Pouatu Survey District.
LINZ	Ohura Rd/SH43, Marco (11517)	<i>Taranaki Land District – Stratford District</i>  0.3728 hectares, more or less, being Sections 88, 89 and 90 Block XIV Pouatu Survey District.
LINZ	Ohura Rd/SH43, Marco (11518)	<i>Taranaki Land District – Stratford District</i>

## AGREEMENT IN PRINCIPLE

		0.1295 hectares, more or less, being Section 179 and 180 Block XIII Pouatu Survey District.
LINZ	Main St, Kaitieke Road and Marama Street, Kaitieke (11830)	<i>Wellington Land District – Ruapehu District</i>  1.8800 hectares, more or less, being Section 1 Block III, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Block IV and Section 4 Block VIII Town of Kaitieke.
LINZ	Ihaka St, Kaitieke (11937)	<i>Wellington Land District – Ruapehu District</i>  0.6384 hectares, more or less, being Sections 1, 2, 3 and 4 Block II Town of Kaitieke.
LINZ	Ihaka St, Kaitieke (11829)	<i>Wellington Land District – Ruapehu District</i>  0.1897 hectares, more or less, being Section 1 Block I Town of Kaitieke.
LINZ	War Memorial and planting SH4, National Park (11875)	<i>Wellington Land District – Ruapehu District</i>  0.10 hectares, approximately, being Sections 6 and 7, and Part Section 2 Block XI Town of Waimarino (SO plans 17092, 18884 and 24626).
LINZ	Roadway, Findlay St, National Park (16374)	<i>Wellington Land District – Ruapehu District</i>  0.579 hectares, approximately, being Part Railway Land, C41213 on LO 25565.
LINZ	Rear of tennis court, Ward St, National Park (15311)	<i>Wellington Land District – Ruapehu District</i>  0.08 hectares, approximately, being Part Railway Land, WN 2044, C43757.
LINZ	Tennis court, Ward St, West of tracks, National Park (15276)	<i>Wellington Land District – Ruapehu District</i>

## AGREEMENT IN PRINCIPLE

		0.142 hectares, approximately, being Part Railway Land, WN 1941, C41221.
LINZ	Road to vest, Carroll St, National Park (12181)	<i>Wellington Land District – Ruapehu District</i>  0.29 hectares, approximately, being Part Railway Land, WN 2047.
LINZ	Vacant site on ROW opposite Old Mill Road, National Park (12113)	<i>Wellington Land District – Ruapehu District</i>  0.106 hectares, approximately, being Part Railway Land, WN 1930.
LINZ	26 Station Rd, National Park (12120)	<i>Wellington Land District – Ruapehu District</i>  0.11 hectares, approximately, being Part Railway Land, WN 1937.
LINZ	Grazing land, ROW opposite track, Fisher Road, National Park (12109)	<i>Wellington Land District – Ruapehu District</i>  1.16 hectares, approximately, being Part Railway Land, WN 1925.
LINZ	Vacant land adjacent Waimarino Reserve, National Park (15277)	<i>Wellington Land District – Ruapehu District</i>  0.4047 hectares, more or less, being Part Section 8 Block XVI Kaitieke Survey District. All <i>Gazette</i> 1913 p 1352. (SO 16667).
LINZ	Land adjacent Waimarino Reserve, National Park (15278)	<i>Wellington Land District – Ruapehu District</i>  1.13 hectares, approximately, being Part Section 8 Block XVI Kaitieke Survey District. (SO 16466).
LINZ	House on ROW, 4 Pehi Rd, National Park (12111)	<i>Wellington Land District – Ruapehu District</i>  0.11 hectares, approximately, being Part Railway Land, WN 1928.

## AGREEMENT IN PRINCIPLE

LINZ	House on ROW, Cnr Pehi & Fisher Rds, National Park (12112)	<i>Wellington Land District – Ruapehu District</i>  0.11 hectares, approximately, being Part Railway Land, WN 1929.
LINZ	32 Station Rd (lease to Clarkson/Slegers), National Park (12122)	<i>Wellington Land District – Ruapehu District</i>  0.10 hectares, approximately, being Part Railway Land, WN 1939 C 41219.
LINZ	28 Station Rd, National Park (12121)	<i>Wellington Land District – Ruapehu District</i>  0.115 hectares, approximately, being Part Railway Land, WN 1938.
LINZ	House on ROW, 6 Pehi Rd, National Park (12110)	<i>Wellington Land District – Ruapehu District</i>  0.119 hectares, approximately, being Part Railway Land shown as Lot 1 LO 33552, WN1927.
LINZ	House on ROW, 27 Fisher Rd, National Park (12114)	<i>Wellington Land District – Ruapehu District</i>  0.1 hectares, approximately, being Part Railway Land, WN 1931.
LINZ	25 Ward St, National Park (12123)	<i>Wellington Land District – Ruapehu District</i>  0.15 hectares, approximately, being Part Railway Land, shown as Lot 1 LO 1136.
LINZ	Former MOE House, 22 Millar St, National Park, subject to a decision to landbank this property	<i>Wellington Land District – Ruapehu District</i>  0.0693 hectares, more or less, being Lot 1 DP 498732. All computer freehold register 750346.
LINZ	22 Station Rd, National Park (12119)	<i>Wellington Land District – Ruapehu District</i>  0.1 hectares, approximately, being Part Railway Land WN 1936.
LINZ	20 Station Rd, National Park (12118)	<i>Wellington Land District – Ruapehu District</i>

## AGREEMENT IN PRINCIPLE

		0.1 hectares, approximately, being Part Railway Land, WN 1935.
LINZ	18 Station Rd, National Park (16375)	<i>Wellington Land District – Ruapehu District</i>  0.11 hectares, approximately being Part Railway Land, C41214.
LINZ	Vacant land, Ward St, National Park (12116)	<i>Wellington Land District – Ruapehu District</i>  1.602 hectares, approximately, being Part Railway Land, C41212, WN 1933.
LINZ	Sawmill site, Findlay St, National Park (12108)	<i>Wellington Land District – Ruapehu District</i>  1.38 hectares, approximately, being Part Railway Land, WN 1924.
LINZ	Vacant land, south of sawmill site, National Park (15274)	<i>Wellington Land District – Ruapehu District</i>  3.115 hectares, approximately, being Part Railway Land, WN 1923.
LINZ	Ruapehu District Council lease, Pehi Rd, National Park (15273)	<i>Wellington Land District – Ruapehu District</i>  5.423 hectares, approximately being Part Railway Land, WN 1922.
LINZ	Mangatiti Rd, Ruatiti (15805)	<i>Wellington Land District – Ruapehu District</i>  7.9925 hectares, more or less, being Subdivison 1 and 2 of Section 9 Block VIII Whirinaki Survey District.
LINZ	Hohere Rd, Horopito (11826)	<i>Wellington Land District – Ruapehu District</i>  0.6827 hectares, more or less, being Section 9 Block IX Town of Horopito West.
LINZ	Horopito Yard, SH4, Horopito (15258)	<i>Wellington Land District – Ruapehu District</i>

## AGREEMENT IN PRINCIPLE

		0.828 hectares, approximately, being Part Railway Land, WN 1869, CPI 40926.
LINZ	Smash Palace - Horopito Yard, Hohere Rd, Horopito (15256)	<i>Wellington Land District – Ruapehu District</i>  3.16 hectares, approximately, being Part Railway Land, WN 1867, CPI's 40923 and 43867.
LINZ	Preservation of Scenery, SH4, Makotuku River, Raetihi (16389)	<i>Wellington Land District – Ruapehu District</i>  0.4500 hectares, more or less, being Section 2 SO 35252. Part Gazette notice 403290.2.
LINZ	SH 49, Raetihi (11954)	<i>Wellington Land District – Ruapehu District</i>  0.32 hectares, approximately, being Part Raetihi 2B2B3. Part Gazette Notice 772393. Subject to survey.
LINZ	Former MOE House, 18 Grey St, Raetihi, subject to a decision to landbank this property	<i>Wellington Land District – Ruapehu District</i>  0.1518 hectares, more or less, being Lot 3 DP 4872. All computer freehold register 801455.
LINZ	SH 49, Raetihi (11926)	<i>Wellington Land District – Ruapehu District</i>  3.9780 hectares, more or less, being Sections 1, 2 and 3 SO 32694, Section 1 SO 32695 and Section 1 SO 32696. Part Gazette Notice 772393.
LINZ	Makakaho Rd, Makakaho (11584)	<i>Taranaki Land District – South Taranaki District</i>  454.8616 hectares, more or less, being Whakaihuwaka C6 Block.
LINZ	Makakaho Rd, Makakaho (11585)	<i>Taranaki Land District – South Taranaki District</i>  109.5686 hectares, more or less, being Whakaihuwaka C5 Block.

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

## AGREEMENT IN PRINCIPLE

### Right of First Refusal

- 9.18 The settlement documentation is to provide that the governance entity has a right of first refusal (an RFR) in relation to a disposal –
- 9.18.1 by the Crown within the provisional exclusive area of interest outlined in Attachment 4; and
- 9.18.2 by the Crown or Housing New Zealand Corporation of any of the land described in Table 8 below as potential RFR land that the parties agree is to be RFR land if, on the settlement date, it is owned by the Crown or Housing New Zealand Corporation; and
- 9.19 The RFR will apply for 180 years from the settlement date.
- 9.20 The provisional exclusive RFR area has yet to be finalised and is subject to the resolution of overlapping claims between Te Korowai o Wainuiārua and other groups.

**Table 8 – Potential RFR land**

<b>Landholding Agency</b>	<b>Property Name/Address</b>	<b>General description/ location</b>	<b>Conditions of transfer / Specific conditions currently known</b>
LINZ	Ohura Rd/SH43, Marco (11519)	<i>Taranaki Land District – Stratford District</i>  0.0331 hectares, more or less, being Section 91 Block XIV Pouatu Survey District.	Right of first refusal
LINZ	Ohura Rd/SH43, Marco (11517)	<i>Taranaki Land District – Stratford District</i>  0.3728 hectares, more or less, being Sections 88, 89 and 90 Block XIV Pouatu Survey District.	Right of first refusal
LINZ	Ohura Rd/SH43, Marco (11518)	<i>Taranaki Land District – Stratford District</i>  0.1295 hectares, more or less, being Section 179 and 180 Block XIII Pouatu Survey District.	Right of first refusal
LINZ	Main St, Kaitieke Road and Marama Street, Kaitieke (11830)	<i>Wellington Land District – Ruapehu District</i>	Right of first refusal

## AGREEMENT IN PRINCIPLE

		1.8800 hectares, more or less, being Section 1 Block III, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Block IV and Section 4 Block VIII Town of Kaitieke.	
LINZ	Ihaka St, Kaitieke (11937)	<i>Wellington Land District – Ruapehu District</i>  0.6384 hectares, more or less, being Sections 1, 2, 3 and 4 Block II Town of Kaitieke.	Right of first refusal
LINZ	Ihaka St, Kaitieke (11829)	<i>Wellington Land District – Ruapehu District</i>  0.1897 hectares, more or less, being Section 1 Block I Town of Kaitieke.	Right of first refusal
LINZ	War Memorial and planting SH4, National Park (11875)	<i>Wellington Land District – Ruapehu District</i>  0.10 hectares, approximately, being Sections 6 and 7, and Part Section 2 Block XI Town of Waimarino (SO plans 17092, 18884 and 24626).	Right of first refusal
LINZ	Roadway, Findlay St, National Park (16374)	<i>Wellington Land District – Ruapehu District</i>  0.579 hectares, approximately, being Part Railway Land, C41213 on LO 25565.	Right of first refusal
LINZ	Rear of tennis court, Ward St, National Park (15311)	<i>Wellington Land District – Ruapehu District</i>  0.08 hectares, approximately, being Part Railway Land, WN 2044, C43757.	Right of first refusal
LINZ	Tennis court, Ward St, West of tracks, National Park (15276)	<i>Wellington Land District – Ruapehu District</i>	Right of first refusal

## AGREEMENT IN PRINCIPLE

		0.142 hectares, approximately, being Part Railway Land, WN 1941, C41221.	
LINZ	Road to vest, Carroll St, National Park (12181)	<i>Wellington Land District – Ruapehu District</i>  0.29 hectares, approximately, being Part Railway Land, WN 2047.	Right of first refusal
LINZ	Vacant site on ROW opposite Old Mill Road, National Park (12113)	<i>Wellington Land District – Ruapehu District</i>  0.106 hectares, approximately, being Part Railway Land, WN 1930.	Right of first refusal
LINZ	26 Station Rd, National Park (12120)	<i>Wellington Land District – Ruapehu District</i>  0.11 hectares, approximately, being Part Railway Land, WN 1937.	Right of first refusal
LINZ	Grazing land, ROW opposite track, Fisher Road, National Park (12109)	<i>Wellington Land District – Ruapehu District</i>  1.16 hectares, approximately, being Part Railway Land, WN 1925.	Right of first refusal
LINZ	Vacant land adjacent Waimarino Reserve, National Park (15277)	<i>Wellington Land District – Ruapehu District</i>  0.4047 hectares, more or less, being Part Section 8 Block XVI Kaitieke Survey District. All <i>Gazette</i> 1913 p 1352. (SO 16667).	Right of first refusal
LINZ	Land adjacent Waimarino Reserve, National Park (15278)	<i>Wellington Land District – Ruapehu District</i>  1.13 hectares, approximately, being Part Section 8 Block XVI Kaitieke Survey District. (SO 16466).	Right of first refusal

## AGREEMENT IN PRINCIPLE

LINZ	House on ROW, 4 Pehi Rd, National Park (12111)	<i>Wellington Land District – Ruapehu District</i>  0.11 hectares, approximately, being Part Railway Land, WN 1928.	Right of first refusal
LINZ	House on ROW, Cnr Pehi & Fisher Rds, National Park (12112)	<i>Wellington Land District – Ruapehu District</i>  0.11 hectares, approximately, being Part Railway Land, WN 1929.	Right of first refusal
LINZ	32 Station Rd (lease to Clarkson/Slegers), National Park (12122)	<i>Wellington Land District – Ruapehu District</i>  0.10 hectares, approximately, being Part Railway Land, WN 1939 C 41219.	Right of first refusal
LINZ	28 Station Rd, National Park (12121)	<i>Wellington Land District – Ruapehu District</i>  0.115 hectares, approximately, being Part Railway Land, WN 1938.	Right of first refusal
LINZ	House on ROW, 6 Pehi Rd, National Park (12110)	<i>Wellington Land District – Ruapehu District</i>  0.119 hectares, approximately, being Part Railway Land shown as Lot 1 LO 33552, WN1927.	Right of first refusal
LINZ	House on ROW, 27 Fisher Rd, National Park (12114)	<i>Wellington Land District – Ruapehu District</i>  0.1 hectares, approximately, being Part Railway Land, WN 1931.	Right of first refusal
LINZ	25 Ward St, National Park (12123)	<i>Wellington Land District – Ruapehu District</i>  0.15 hectares, approximately, being	Right of first refusal

## AGREEMENT IN PRINCIPLE

		Part Railway Land, shown as Lot 1 LO 1136.	
LINZ	Former MOE House, 22 Millar St, National Park	<i>Wellington Land District</i> – <i>Ruapehu District</i>  0.0693 hectares, more or less, being Lot 1 DP 498732. All computer freehold register 750346.	Right of first refusal, subject to a decision to landbank this property
LINZ	22 Station Rd, National Park (12119)	<i>Wellington Land District</i> – <i>Ruapehu District</i>  0.1 hectares, approximately, being Part Railway Land WN 1936.	Right of first refusal
LINZ	20 Station Rd, National Park (12118)	<i>Wellington Land District</i> – <i>Ruapehu District</i>  0.1 hectares, approximately, being Part Railway Land, WN 1935.	Right of first refusal
LINZ	18 Station Rd, National Park (16375)	<i>Wellington Land District</i> – <i>Ruapehu District</i>  0.11 hectares, approximately being Part Railway Land, C41214.	Right of first refusal
LINZ	Vacant land, Ward St, National Park (12116)	<i>Wellington Land District</i> – <i>Ruapehu District</i>  1.602 hectares, approximately, being Part Railway Land, C41212, WN 1933.	Right of first refusal
LINZ	Sawmill site, Findlay St, National Park (12108)	<i>Wellington Land District</i> – <i>Ruapehu District</i>  1.38 hectares, approximately, being Part Railway Land, WN 1924.	Right of first refusal
LINZ	Vacant land, south of sawmill site, National Park (15274)	<i>Wellington Land District</i> – <i>Ruapehu District</i>  3.115 hectares, approximately, being	Right of first refusal

## AGREEMENT IN PRINCIPLE

		Part Railway Land, WN 1923.	
LINZ	Ruapehu District Council lease, Pehi Rd, National Park (15273)	<i>Wellington Land District – Ruapehu District</i>  5.423 hectares, approximately being Part Railway Land, WN 1922.	Right of first refusal
LINZ	Mangatiti Rd, Ruatiti (15805)	<i>Wellington Land District – Ruapehu District</i>  7.9925 hectares, more or less, being Subdivison 1 and 2 of Section 9 Block VIII Whirinaki Survey District.	Right of first refusal
LINZ	Hohere Rd, Horopito (11826)	<i>Wellington Land District – Ruapehu District</i>  0.6827 hectares, more or less, being Section 9 Block IX Town of Horopito West.	Right of first refusal
LINZ	Horopito Yard, SH4, Horopito (15258)	<i>Wellington Land District – Ruapehu District</i>  0.828 hectares, approximately, being Part Railway Land, WN 1869, CPI 40926.	Right of first refusal
LINZ	Smash Palace - Horopito Yard, Hohere Rd, Horopito (15256)	<i>Wellington Land District – Ruapehu District</i>  3.16 hectares, approximately, being Part Railway Land, WN 1867, CPI's 40923 and 43867.	Right of first refusal
LINZ	Former MOE House, 35A and 35B Arawa St, Ohakune	<i>Wellington Land District – Ruapehu District</i>  0.1113 hectares, more or less, being Lot 2 DP 27379. Part Gazette 1978 p 1036.	Right of first refusal
LINZ	SH 49, Raetihi (11954)	<i>Wellington Land District – Ruapehu District</i>	Right of first refusal

## AGREEMENT IN PRINCIPLE

		0.32 hectares, approximately, being Part Raetihi 2B2B3. Part Gazette Notice 772393. Subject to survey.	
LINZ	SH 49, Raetihi (11926)	<i>Wellington Land District – Ruapehu District</i>  3.9780 hectares, more or less, being Sections 1, 2 and 3 SO 32694, Section 1 SO 32695 and Section 1 SO 32696. Part Gazette Notice 772393.	Right of first refusal
LINZ	Makakaho Rd, Makakaho (11584)	<i>Taranaki Land District – South Taranaki District</i>  454.8616 hectares, more or less, being Whakaihuwaka C6 Block.	Right of first refusal
LINZ	Makakaho Rd, Makakaho (11585)	<i>Taranaki Land District – South Taranaki District</i>  109.5686 hectares, more or less, being Whakaihuwaka C5 Block.	Right of first refusal
LINZ Treaty Settlements Landbank	28 Carroll St, National Park (PF921)	<i>Wellington Land District – Ruapehu District</i>  1.1418 hectares, more or less, being Section 1 SO 32606. All computer freehold register WN48C/547.	Right of first refusal
LINZ Treaty Settlements Landbank	Cnr Carroll & Ward Sts, National Park (PF848)	<i>Wellington Land District – Ruapehu District</i>  0.3187 hectares, more or less, being Lot 1 DP 27058. All computer freehold register WND4/1063.	Right of first refusal
LINZ Treaty Settlements Landbank	SH4/Ward St, National Park (PF1460)	<i>Wellington Land District – Ruapehu District</i>  139.9014 hectares, approximately, being	Right of first refusal

## AGREEMENT IN PRINCIPLE

		Part Section 1 Block IV Manganui Survey District. Balance Gazette notice 805832. Subject to survey.	
LINZ Treaty Settlements Landbank	Makotuku Valley Rd, Horopito (PF840)	<i>Wellington Land District – Ruapehu District</i>  0.1841 hectares, more or less, being Section 4 Block XV Town of Horopito West. All computer freehold register WN46B/253.	Right of first refusal
LINZ Treaty Settlements Landbank	Boon Rd (Kouturoa East Rd), Kaitieke (PF1247)	<i>Wellington Land District – Ruapehu District</i>  5.4632 hectares, more or less, being Section 10 Block XIII Kaitieke Survey District. All computer freehold register WN56A/258.	Right of first refusal
LINZ Treaty Settlements Landbank	2479 Pipiriki Raetihi Rd, Pipiriki (PF1463)	<i>Wellington Land District – Ruapehu District</i>  0.2023 hectares, more or less, being Section 8 Block X Town of Pipiriki. All computer freehold register 29827.	Right of first refusal
LINZ Treaty Settlements Landbank	Mangatiti Rd, Ruatiti (PF1003)	<i>Wellington Land District – Ruapehu District</i>  181.5015 hectares, more or less, being Section 11 Block VIII Whirinaki Survey District. All computer freehold register WND1/364.	Right of first refusal
LINZ Treaty Settlements Landbank	Former MOE House, 1016 Raetihi Rd, Ohakune (PF 1987)	<i>Wellington Land District – Ruapehu District</i>  0.2023 hectares, more or less, being Section 1 SO 495727. All computer freehold register 745005.	Right of first refusal

## AGREEMENT IN PRINCIPLE

Ministry of Education	National Park School, Carroll Street, National Park	<i>Wellington Land District – Ruapehu District</i>  1.8822 hectares, more or less, being Lot 3 DP 498732. All computer freehold register 750348.	Right of first refusal
New Zealand Police	National Park Police Station, 29-31 Buddo St, National Park	<i>Wellington Land District – Ruapehu District</i>  0.2113 hectares, more or less, being Section 21, Part Section 5, and Parts Section 20 Block V Town of Waimarino. All <i>Gazette</i> Notice 206148.1 and all proclamations 2700 and 3793.	Right of first refusal
Housing New Zealand Corporation		<i>Wellington Land District – Ruapehu District</i>  0.0896 hectares, more or less, being Lot 5 DP 50460. All computer freehold register WN14B/635.	Right of first refusal
Housing New Zealand Corporation		<i>Wellington Land District – Ruapehu District</i>  0.2541 hectares, more or less, being Part Section 241 town of Raetihi. All computer freehold register WN50C/210.	Right of first refusal
Housing New Zealand Corporation		<i>Wellington Land District – Ruapehu District</i>  0.1000 hectares, more or less, being Lot 2 DP 15937. All computer freehold register WN50A/180.	Right of first refusal
Housing New Zealand Corporation		<i>Wellington Land District – Ruapehu District</i>  0.0874 hectares, more or less, being Lot 1 DP 15028. All computer	Right of first refusal

## AGREEMENT IN PRINCIPLE

		freehold register WN48C/398.	
Housing New Zealand Corporation		<i>Wellington Land District – Ruapehu District</i>  ½ share in fee simple estate being 0.0899 hectares, more or less, being Lot 2 DP 50309 and leasehold estate being Flat 1 and Garage 1 DP 56900. All composite computer register WN28A/645.	Right of first refusal
Housing New Zealand Corporation		<i>Wellington Land District – Ruapehu District</i>  0.0809 hectares, more or less, being Lot 5 DP 21605. All computer freehold register WN49B/665.	Right of first refusal
[Ministry of Justice]	Raurimu Station, Landcorp farm, SH 47, National Park	<i>Wellington Land District – Ruapehu District</i>  2503.8638 hectares more or less being Sections 2, 3 and 4 SO 36593, and Lot 2 DP 394961. All computer freehold register 382148.	Right of first refusal

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

\*\* The list of Housing New Zealand Corporation properties is current at the date of writing and is subject to change

## **10 OVERLAPPING CLAIMS PROCESS**

### **Process for resolving overlapping claims**

- 10.1 The development of this agreement in principle has been informed by the overlapping claims process set out in Attachment 2, which the parties agreed to implement following the signing of the terms of negotiation specified at clause 1.25.
- 10.2 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 –
  - 10.2.1 has a duty to act in good faith to other claimant groups (including those who have already settled with the Crown (the settled groups) who have interests in Te Korowai o Wainuiārua's area of interest (outlined in Attachment 1); and
  - 10.2.2 must ensure it actively protects the interests of other claimant groups (whether already mandated or not) and settled groups; and
  - 10.2.3 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 Te Korowai o Wainuiārua.
- 10.3 Following the signing of this agreement in principle, parties will work together with overlapping claimant and settled groups to resolve any remaining overlapping claims matters. If after working together the overlapping claims remain unresolved, the Crown may have to make a final decision. In reaching any decisions on overlapping claims, the Crown is guided by two general principles:
  - 10.3.1 the Crown's wish to reach a fair and appropriate settlement with Te Korowai o Wainuiārua without compromising the existing settlements of settled groups; and
  - 10.3.2 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.
- 10.4 Separate to the Crown's process, Te Korowai o Wainuiārua are undertaking their own ongoing conversations with overlapping groups.
- 10.5 Any proposed redress is subject to the resolution of overlapping claims to the satisfaction of the Crown.
- 10.6 The Crown's process for resolving remaining overlapping claims matters is set out in Attachment 2.

## AGREEMENT IN PRINCIPLE

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### **Specific overlapping claims matters**

#### *Ohoutahi and Pipiriki Scenic Reserves*

- 10.7 Te Korowai o Wainuiārua acknowledges that they have not reached agreement with Whanganui Land Settlement Negotiations Trust regarding Ohoutahi Scenic Reserve and Pipiriki Scenic Reserve.
- 10.8 Te Korowai o Wainuiārua is committed to meeting with Whanganui Land Settlement Negotiations Trust kanoahi ki te kanoahi to resolve overlapping claims issues in respect of Ohoutahi and Pipiriki Scenic Reserves prior to initialling a deed of settlement.

#### *Te Wera and Taumatamāhoe Block*

- 10.9 The Crown acknowledges that agreement has not been reached to resolve overlapping claims issues for potential redress over Te Wera Crown Forest Licensed land and sites within the Taumatamāhoe Block that are not included in this agreement in principle.
- 10.10 The Crown is committed to supporting groups resolve these issues prior to redress being included in a deed or deeds of settlement.

## **11 INTEREST AND TAX**

### **Interest**

11.1 The deed of settlement is to provide for the Crown to pay the governance entity, on the settlement date, interest on the financial and commercial redress amount specified in clause(s) 9.2 –

11.1.1 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.

11.2 The interest is to be –

11.2.1 subject to any tax payable; and

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

### **Tax**

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

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

11.4.1 an input credit for GST purposes; or

11.4.2 a deduction for income tax purposes.

## **12 NEXT STEPS**

### **Disclosure information**

- 12.1 The Crown will, as soon as reasonably practicable, prepare and provide to Te Korowai o Wainuiārua disclosure information in relation to –
- 12.1.1 each potential cultural redress property; and
  - 12.1.2 each potential commercial redress property.

### **Resolution of final matters**

- 12.2 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 –
- 12.2.1 the terms of a conservation partnership agreement and a conservation management agreement under section 53 of the Conservation Act 1987.
  - 12.2.2 exploration of how an overlay classification of the Erua Conservation Area and the conservation partnership agreement could enable and co-ordinate activities (for example, pest control) over the public conservation land components of the halo area where the Department of Conservation and Te Korowai o Wainuiārua priorities align and within the constraints of the applicable legislation;
  - 12.2.3 exploration of a potential transfer of an additional small area of public conservation land immediately surrounding the inland island 'core area' if it is justified by a strong rationale;
  - 12.2.4 the terms of the –
    - (a) historical account; and
    - (b) Crown's acknowledgements and apology; and
  - 12.2.5 the cultural redress properties, the commercial redress properties, the deferred selection properties, the RFR land from the potential properties or land provided in the relevant table, and if applicable, any conditions that will apply; and
  - 12.2.6 the transfer values of the commercial redress properties (in accordance with the valuation process in schedule 3, or by another valuation process as agreed in writing between the landholding agency and Te Korowai o Wainuiārua); and
  - 12.2.7 the terms of a registrable ground lease for any leaseback property; and

## **AGREEMENT IN PRINCIPLE**

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- 12.2.8 the initial annual rent for any leaseback commercial redress property other than a school site<sup>1</sup>; and
- 12.2.9 the potential geographic place name changes to be submitted to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa; and
- 12.2.10 the terms of the following (which will, where appropriate, be based on the terms provided in recent settlement documentation):
- (a) the transfer of the commercial redress properties; and
  - (b) the right to purchase a deferred selection property, including the process for determining its market value and if it is a leaseback property that is not a school site, its initial annual rent; and
  - (c) the RFR, including the circumstances in which RFR land may be disposed of without the RFR applying; and
  - (d) the tax indemnity; and
- 12.2.11 the following documents:
- (a) the statement of Te Korowai o Wainuiārua's values and the protection principles in relation to the overlay classification area; and
  - (b) statements of association by Te Korowai o Wainuiārua for each of the statutory areas; and
  - (c) the deeds of recognition; and
  - (d) the protocols, partnership, and relationship agreements; and
  - (e) the letters of introduction; and
  - (f) the letter of commitment; and
  - (g) the letter of recognition; and
  - (h) the settlement legislation; and
- 12.2.12 all other necessary matters.
-

## **AGREEMENT IN PRINCIPLE**

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

- 12.3 Te Korowai o Wainuiārua will, as soon as reasonably practicable after the date of this agreement, and before the signing of a deed of settlement –
  - 12.3.1 form a single governance entity that the Crown is satisfied meets the requirements of clause 13.1.2(a); and
  - 12.3.2 develop a ratification process referred to clause 13.1.2(a)(i) that is approved by the Crown.

## **13 CONDITIONS**

### **Entry into deed of settlement conditional**

- 13.1 The Crown's entry into the deed of settlement is subject to –
- 13.1.1 Cabinet agreeing to the settlement and the redress; and
- 13.1.2 the Crown being satisfied Te Korowai o Wainuiārua has –
- (a) established a governance entity that –
    - (i) is appropriate to receive the redress; and
    - (ii) provides, for Te Korowai o Wainuiārua, –
      - (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 Te Korowai o Wainuiārua's behalf.

### **Settlement legislation**

- 13.2 The deed of settlement is to provide that following the signing of the deed of settlement the Crown will propose a draft settlement bill for introduction to the House of Representatives.
- 13.3 This draft settlement bill will provide for all matters for which legislation is required to give effect to the deed of settlement.
- 13.4 The draft settlement bill must:
- 13.4.1 comply with the drafting standards and conventions of the Parliamentary Counsel Office for Governments Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and
  - 13.4.2 be in a form that is satisfactory to Te Korowai o Wainuiārua and the Crown.

## **AGREEMENT IN PRINCIPLE**

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- 13.5 The deed of settlement is to provide that Te Korowai o Wainuiārua and the governance entity must support the passage of the draft settlement bill through Parliament.

### **Settlement conditional on settlement legislation**

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

## **14 GENERAL**

### **Nature of this agreement in principle**

- 14.1 This agreement in principle –
  - 14.1.1 is entered into on a without prejudice basis; and
  - 14.1.2 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
  - 14.1.3 is non-binding; and
  - 14.1.4 does not create legal relations.

### **Termination of this agreement in principle**

- 14.2 The Crown or the mandated negotiators, on behalf of Te Korowai o Wainuiārua, may terminate this agreement in principle by notice to the other.
- 14.3 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.
- 14.4 This agreement in principle remains without prejudice even if it is terminated.

### **Definitions**

- 14.5 In this agreement in principle –
  - 14.5.1 the terms defined in the definitions schedule have the meanings given to them by that schedule; and
  - 14.5.2 all parts of speech, and grammatical forms, of a defined term have a corresponding meaning.

### **Interpretation**

- 14.6 In this agreement in principle –
  - 14.6.1 headings are not to affect its interpretation; and
  - 14.6.2 the singular includes the plural and vice versa.
- 14.7 Provisions in –
  - 14.7.1 the schedules to this agreement in principle are referred to as paragraphs; and
  - 14.7.2 other parts of this agreement are referred to as clauses.

**AGREEMENT IN PRINCIPLE**

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**SIGNED** on                      day of                      2018

**SIGNED** for and on behalf of **THE CROWN** by -

The Minister for Treaty of Waitangi  
Negotiations in the presence of -

\_\_\_\_\_  
Hon Andrew Little

[other Minister(s)]

in the presence of -

\_\_\_\_\_  
[name]

**WITNESS**

\_\_\_\_\_

Name:

Occupation:

Address:

**SIGNED** for and on behalf of Uenuku Charitable Trust

\_\_\_\_\_  
Aiden Gilbert

\_\_\_\_\_  
Chris McKenzie

\_\_\_\_\_  
Paora Haitana

**SCHEDULES**

## 1 DEFINITIONS

### Historical claims

- 1.1. The claimant definition provided in clauses 1.1 to 1.4 is provisional and is subject to amendment following discussion between settling groups concerning shared hapū.
- 1.2. The deed of settlement will provide that, **historical claims** –
- 1.2.1. 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 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
- 1.2.2. includes every claim to the Waitangi Tribunal to which clause 1.1.1 applies that relates exclusively to Te Korowai o Wainuiārua or a representative entity, including the following claims:
- (a) Wai 73 – Waimarino Lands claim;
  - (b) Wai 458 – Ohotu 1C2 Block claim;
  - (c) Wai 555 – Taumatamahoe Block claim;
  - (d) Wai 843 – Waimarino Block and Waikune Prison claim;
  - (e) Wai 954 – Tamakana Waimarino (No.1) Block claim;
  - (f) Wai 1072 – Ngāti Ruakopiri Waimarino Block Alienation claim;
  - (g) Wai 1073 – Ngāti Kowhaikura Waimarino and Ruapehu Blocks claim;

## **AGREEMENT IN PRINCIPLE**

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- (h) Wai 1084 – Te Tangata Whenua o Uenuku Foreshore and Seabed claim;
  - (i) Wai 1181 – Urewera 2A2 Block claim;
  - (j) Wai 1189 – Ngāti Kahukurapango and Ngāti Matakaha Land claim;
  - (k) Wai 1192 – Ngāti Maringi Land claim;
  - (l) Wai 1197 – Ngāti Tumanuka Waimarino Lands claim;
  - (m) Wai 1202 – Whanganui River Trust Board Act Representation claim;
  - (n) Wai 1224 – Uenuku Tuwharetoa Lands and Minerals claim;
  - (o) Wai 1261 – Ngāti Tara Lands claim;
  - (p) Wai 1388 – Tamakana, Ruakopiri and Maringi Mana Whenua claim;
  - (q) Wai 1393 – Te Whare Ponga Taumatamahoe Inc Society and Te Whare Ponga Whanau Trust claim;
  - (r) Wai 1394 – Tahana Whanau claim;
  - (s) Wai 1614 – Waimarino 4A1A, 4B Part 2, 4A and 4A5 Blocks (Waikune Trust) claim;
  - (t) Wai 1633 – Raetihi 2B 3B Blocks claim;
  - (u) Wai 1738 – Waimarino Block (Bristol) claim;
  - (v) Wai 2203 – Waimarino No. 3 Non-sellers Reserve (Cribb and Rapana) claim;
  - (w) Wai 2204 – Waimarino 3, Waimarino 4 and Ngapakahi Blocks claim; and
- 1.2.3. includes every other claim to the Waitangi Tribunal to which clause 1.1.1 applies, so far as it relates to Te Korowai o Wainuiārua or a representative entity, including the following claims:
- (a) Wai 48 – The Whanganui ki Maniapoto claim;
  - (b) Wai 81 – Waihaha and Other Lands claim;
  - (c) Wai 146 – King Country Lands claim;
  - (d) Wai 167 – Whanganui River claim;
  - (e) Wai 221 – Waimarino No. 1 Block and Railway Lands claim;
  - (f) Wai 428 – Pipiriki Township claim;

## **AGREEMENT IN PRINCIPLE**

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- (g) Wai 759 – Whanganui Vested Lands claim;
- (h) Wai 836 – Makotuku Block IV claim;
- (i) Wai 1170 – Tangata Whenua o Uenuku Land claim;
- (j) Wai 1191 – Ngāti Hinewai Land claim;
- (k) Wai 1229 – Atihau Lands claim;
- (l) Wai 1594 – Descendants of Te Hore Te Waa Nukurarae claim;
- (m) Wai 1607 – Ngāti Kurawhatia Lands claim;
- (n) Wai 1637 – Te Atihau a Paparangi (Taiaroa and Mair) claim; and
- (o) Wai 2278 – Whanganui Mana Wahine (Waitokia) claim.

1.3. However, historical claims does not include the following claims –

- 1.3.1. a claim that a member of Te Korowai o Wainuiārua, or a whānau, hapū, or group referred to in clause 1.5.2, 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 clause 1.5.1;
- 1.3.2. a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 1.2.1;
- 1.3.3. any claim a member of Ngāti Kura, Ngāti Kurawhatia, Ngāti Hau, Ngāti Hekeāwai, Ngāti Hinewai, Ngāti Ruru, or Ngāti Patutokotoko may have to the extent that a claim is, or is founded on, a right arising from being descended from an ancestor other than Tamahaki, Tamakana, and Uenuku ki Manganui-o-te-Ao, nā Tukaihorō.

1.4. To avoid doubt, clause 1.1.1 is not limited by clauses 1.1.2 or 1.1.3.

1.5. To avoid doubt, nothing in the deed of settlement or the settlement legislation will –

- 1.5.1. extinguish or limit any aboriginal title or customary right that Te Korowai o Wainuiārua may have; or
- 1.5.2. constitute or imply an acknowledgement by the Crown that any aboriginal title or customary right exists; and
- 1.5.3. except as provided in the deed of settlement or the settlement legislation –
  - (a) affect a right that Te Korowai o Wainuiārua may have, including a right arising-
    - (i) from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles; or

## AGREEMENT IN PRINCIPLE

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- (ii) under legislation (including the Marine and Coastal Area (Takutai Moana) Act 2011); or
  - (iii) at common law (including in relation to aboriginal title or customary law); or
  - (iv) from a fiduciary duty; or
  - (v) otherwise; or
- (b) be intended to affect any action or decision under the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims; or
- (c) affect any action or decision under any legislation and, in particular, under the following legislation giving effect to the deed of settlement referred to in clause 12.5.3(b) –
- (i) Treaty of Waitangi (Fisheries Claims) Settlement Act 1992:
  - (ii) Fisheries Act 1996:
  - (iii) Māori Fisheries Act 2004:
  - (iv) Māori Commercial Aquaculture Claims Settlement Act 2004.

### **Te Korowai o Wainuiārua**

- 1.6. The deed of settlement will provide **Te Korowai o Wainuiārua**, or the **settling group** means –
- 1.6.1. the collective group composed of individuals who descend from a Te Korowai o Wainuiārua ancestor; and
  - 1.6.2. every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 1.5.1, including the following descent groups:
    - (a) Ngāti Atamira;
    - (b) Ngāti Hae;
    - (c) Ngāti Hineiti;
    - (d) Ngāti Hinekoropango;
    - (e) Ngāti Hinekumara;
    - (f) Ngāti Hinekura;
    - (g) Ngāti Hineraro;

## AGREEMENT IN PRINCIPLE

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- (h) Ngāti Hinerua;
- (i) Ngāti Kahukurapane;
- (j) Ngāti Kahukurapango;
- (k) Ngāti Kahutuna;
- (l) Ngāti Kaponga;
- (m) Ngāti Kowhaikura;
- (n) Ngāti Kuratangiwharau;
- (o) Ngāti Maringi;
- (p) Ngāti Matakaha;
- (q) Ngāti Ngarongoa;
- (r) Ngāti Paekawa;
- (s) Ngāti Pare;
- (t) Ngāti Parekītai;
- (u) Ngāti Poumua;
- (v) Ngāti Puku;
- (w) Ngāti Rangī ki Manganui-o-te-Ao;
- (x) Ngāti Ratuhi;
- (y) Ngāti Rongotehengia;
- (z) Ngāti Ruakopiri;
- (aa) Ngāti Taipoto;
- (bb) Ngāti Takapupapa;
- (cc) Ngāti Tamahaki;
- (dd) Ngāti Tamahuatahi;
- (ee) Ngāti Tamakana;
- (ff) Ngāti Taongakorehu;

## AGREEMENT IN PRINCIPLE

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- (gg) Ngāti Tara;
- (hh) Ngāti Tauengarero;
- (ii) Ngāti Taumatamahoe;
- (jj) Ngāti Te Aomapuhia;
- (kk) Ngāti Tuawhiti;
- (ll) Ngāti Tuhoro;
- (mm) Ngāti Tukaiora;
- (nn) Ngāti Tukapua;
- (oo) Ngāti Tukoio;
- (pp) Ngāti Tumanuka;
- (qq) Ngāti Tutei-o-te-rangi;
- (rr) Ngāti Tuwharekai;
- (ss) Ngāti Uenuku;
- (tt) Ngāti Waikaramihi;
- (uu) Ngāti Whaikiterangi;
- (vv) Ō Te Rangitautahi;
- (ww) Rakaetoia;
- (xx) Tangatakore;
- (yy) Ngāti Hau;
- (zz) Ngāti Hekeāwai;
- (aaa) Ngāti Hinewai;
- (bbb) Ngāti Kura;
- (ccc) Ngāti Kurawhatia;
- (ddd) Ngāti Ruru;
- (eee) Patutokotoko; and

## AGREEMENT IN PRINCIPLE

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1.6.3. every individual referred to in clause 1.5.1.

1.7. The deed of settlement will provide, for the purposes of clause 1.5.1 –

1.7.1. 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 settling group's tikanga (customary values and practices); and

1.7.2. **Te Korowai o Wainuiārua ancestor** means an individual who:

- (a) exercised customary rights by virtue of being descended from:
  - (i) Tamakana; or
  - (ii) Tamahaki; or
  - (iii) Uenuku ki Manganui-o-te-Ao, nā Tukaihoru; or
  - (iv) a recognised ancestor of any of the descent groups listed in clause 1.5.2 (a)-(xx); and
- (b) exercised the customary rights in 1.6.2(a) predominantly in relation to the Area of Interest after 6 February 1840.

1.7.3. 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**

1.8. In this agreement in principle –

**arbitration commencement date**, in relation to the determination of the market value and/or market rental of a valuation property means:

- (a) in relation to a referral under paragraph 3.12.2 the date of that referral; and,
- (b) in relation to an appointment under paragraph 3.12.3 or 3.12.4, a date specified by the valuation arbitrator; and

## **AGREEMENT IN PRINCIPLE**

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**arbitration meeting**, in relation to the determination of the market value and/or market rental of a valuation property, means the meeting notified by the valuation arbitrator under paragraph 3.13.1; and

**area of interest** means the area identified as the area of interest in Attachment 1; and

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

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour day; or
- (c) if Waitangi Day or ANZAC Day falls on a Saturday or Sunday, the following Monday; or
- (d) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (e) a day that is observed as the anniversary of the province of Wellington.

**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 leaseback**, in relation to a leaseback commercial redress property or a leaseback deferred selection property, means the lease the deed of settlement will provide to be entered into by the governance entity and the Crown as described in clauses 9.6.2 and 9.8; and

**Crown minerals protocol** means a protocol referred to in clauses 5.23 and 5.24; and

**Crown redress** –

- (a) means redress –
  - (i) provided by the Crown to the governance entity; or

## **AGREEMENT IN PRINCIPLE**

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- (ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes any right of the governance entity under the settlement documentation –
  - (i) to acquire a deferred selection property; or
  - (ii) of first refusal in relation to RFR land; but
- (c) does not include
  - (i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property or RFR land; or
  - (ii) a deferred selection property or RFR land; or
  - (iii) any on-account payment made before the date of the deed or to entities other than the governance entity; and

**cultural redress** means the redress to be provided under the settlement documentation referred to in part 5 and part 8; 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 2.1.1; 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 12.1; 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 9.2; and

**further potential deferred selection properties to explore** means each property described as a potential deferred selection property in Table 7; and

## **AGREEMENT IN PRINCIPLE**

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**governance entity** means the governance entity to be formed by the settling group under clause 12.3.1; and

**initial annual rent**, in relation to a leaseback property, means the rent payable under the Crown leaseback from its commencement determined or agreed in accordance with schedule 3; and

**land holding agency**, in relation to a potential commercial redress property, a potential deferred selection property, or a potential RFR, means the department specified opposite that property in Tables 6, 7 and 8 as the case may be; and

**leaseback commercial redress property** means –

- (a) a potential commercial redress property that Table 5 identifies as a leaseback property; or
- (b) a commercial redress property identified in the deed of settlement as a leaseback property; and

**leaseback deferred selection property** means a potential deferred selection property that Table 6 identifies as a leaseback property; and

**leaseback property** means each leaseback commercial redress property and each leaseback deferred selection property; 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) Aiden Gilbert, Chairman, Negotiator, Waikune;
  - (ii) Chris McKenzie, Lead Negotiator, Wellington;
  - (iii) Paora Haitana, Negotiator, Pipiriki; or
- (b) if one or more individuals named in paragraph (a) dies, or becomes incapacitated, the remaining individuals; and

**mandated body** means Uenuku Charitable Trust; and

**market rental**, in relation to a valuation property, has the meaning provided in the valuation instructions in appendix 1 to schedule 3; and

## AGREEMENT IN PRINCIPLE

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**market value**, in relation to a valuation property, has the meaning provided in the valuation instructions in appendix 1 to schedule 3; and

**on-account payment** means the payment referred to as an on-account payment in clause 9.2.1; and

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

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

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

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

**potential RFR land** means the land described as potential RFR land in Table 8; 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 4.2; 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

## **AGREEMENT IN PRINCIPLE**

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

**RFR** means the right of first refusal referred to in clause 9.18; and

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

**school site**, means a leaseback property in respect of which the land holding agency is the Ministry of Education; and

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

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

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

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

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

**settlement property** means –

- (a) each cultural redress property; and
- (b) each commercial redress property; and
- (c) each deferred selection property; and
- (d) any RFR land; and

**statement of association** means each statement of association referred to in clause 5.18.1; 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 11.3 and 11.4; and

**transfer value**, in relation to a potential commercial redress property, means the amount payable by the governance entity for the transfer of the property determined or agreed in accordance with schedule 3; and

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

## AGREEMENT IN PRINCIPLE

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**valuation arbitrator**, in relation to a valuation property means the person appointed under paragraphs 3.3.2 or 3.4, in relation to the determination of its market value, and if applicable its market rental; and

**valuation date**, in relation to a valuation property, means the notification date in relation to the property; and

**valuation property** means each potential commercial redress property that is to be valued in accordance with schedule 3.

## **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 Te Tiriti o Waitangi/the Treaty of Waitangi, its principles, and otherwise).
- 2.3 The settling group is to acknowledge in the deed of settlement that –
- 2.3.1 taking all matters into consideration (some of which are specified in paragraph 3.2), the settlement is fair in the circumstances; and
  - 2.3.2 the redress –
    - (a) is intended to benefit the settling group collectively; but
    - (b) may benefit particular members, or particular groups of members, of the settling group if the governance entity so determines in accordance with the governance entity's procedures.

### **Implementation**

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

## **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, a redress property, a purchased deferred selection property and any RFR land; and

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

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

(b) to any settlement documentation; and

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

2.5 The deed of settlement is to provide –

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

2.5.2 the Crown may: –

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

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

### **3 VALUATION PROCESS FOR POTENTIAL COMMERCIAL REDRESS PROPERTIES**

*Note: Unless otherwise agreed in writing between the relevant landholding agency and Te Korowai o Wainuiārua, the parties will enter into the following valuation process for potential commercial redress properties*

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

##### **APPLICATION OF THIS SUBPART**

- 3.1 This subpart provides how the following are to be determined in relation to a valuation property:
- 3.1.1 its transfer value; and
  - 3.1.2 if it is a leaseback property that is not a school site, its initial annual rent.
- 3.2 The transfer value, and if applicable the initial annual rent, are to be determined as at a date agreed upon in writing by the parties (the **notification date**).

##### **APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR**

- 3.3 The parties, in relation to a property, not later than [10] business days after the notification date:
- 3.3.1 must each:
    - (a) instruct a valuer using the form of instructions in appendix 1; and
    - (b) give written notice to the other of the valuer instructed; and
  - 3.3.2 may agree and jointly appoint the person to act as the valuation arbitrator in respect of the property.
- 3.4 If the parties do not agree and do not jointly appoint a person to act as a valuation arbitrator within 15 business days after the notification date, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable.
- 3.5 The parties must ensure the terms of appointment of their respective registered valuers require the valuers to participate in the valuation process.

##### **QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR**

- 3.6 Each valuer must be a registered valuer.
- 3.7 The valuation arbitrator –

## **AGREEMENT IN PRINCIPLE**

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

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

- 3.8 Each party must, in relation to a valuation, not later than:
- 3.8.1 [50] business days after the notification date, provide a copy of its final valuation report to the other party; and
  - 3.8.2 [60] business days after the notification date, provide its valuer's written analysis report to the other party.
- 3.9 Valuation reports must comply with the International Valuation Standards [2017], or explain where they are at variance with those standards.

### **EFFECT OF DELIVERY OF ONE VALUATION REPORT FOR A PROPERTY**

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

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

- 3.12 If both valuation reports for a property are delivered by the required date:
- 3.12.1 the parties must endeavour to agree in writing:
    - (a) the transfer value of a property that is not a school site; 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;
  - 3.12.2 either party may, if the transfer value of the property, or if applicable, its initial annual rent, is not agreed in writing within [70] business days after the notification date and

## **AGREEMENT IN PRINCIPLE**

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if a valuation arbitrator has been appointed under paragraph 3.3.2 or paragraph 3.4, refer that matter to the determination of the valuation arbitrator; or

- 3.12.3 if that agreement has not been reached within the [70] business day period but the valuation arbitrator has not been appointed under paragraph 3.3.2 or paragraph 3.4, the parties must attempt to agree and appoint a person to act as the valuation arbitrator within a further [5] business days; and
- 3.12.4 if paragraph 3.12.3 applies, but the parties do not jointly appoint a person to act as a valuation arbitrator within the further [5] business days, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable; and
- 3.12.5 the valuation arbitrator, must promptly on his or her appointment, specify to the parties the arbitration commencement date.

### **VALUATION ARBITRATION**

- 3.13 The valuation arbitrator must, not later than [10] business days after the arbitration commencement date, –
  - 3.13.1 give notice to the parties of the arbitration meeting, which must be held –
    - (a) at a date, time, and venue determined by the valuation arbitrator after consulting with the parties; but
    - (b) not later than [30] business days after the arbitration commencement date; and
  - 3.13.2 establish the procedure for the arbitration meeting, including providing each party with the right to examine and re-examine, or cross-examine, as applicable, –
    - (a) each valuer; and
    - (b) any other person giving evidence.
- 3.14 Each party must –
  - 3.14.1 not later than 5pm on the day that is [5] business days before the arbitration meeting, give to the valuation arbitrator, the other party, and the other party's valuer –
    - (a) its valuation report; and
    - (b) its submission; and
    - (c) any sales, rental, or expert evidence that it will present at the meeting; and
  - 3.14.2 attend the arbitration meeting with its valuer.
- 3.15 The valuation arbitrator must –

## **AGREEMENT IN PRINCIPLE**

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

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

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

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

- 3.17.1 determined under paragraph 3.10 or 3.11, (as the case may be); or
- 3.17.2 agreed under paragraph 3.12.1; or
- 3.17.3 the market value and, if applicable, market rental determined by the valuation arbitrator under paragraph 3.15.2, if the determination is in respect of a property that is not a school site; or
- 3.17.4 if the property is a school site, the market value determined by the valuation arbitrator under paragraph 3.15.2, (based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%).

## **B - GENERAL PROVISIONS**

### **TIME LIMITS**

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

- 3.18.1 those time limits are met and delays are minimised; and
- 3.18.2 in particular, if a valuer or a valuation arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

### **DETERMINATION FINAL AND BINDING**

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

## **AGREEMENT IN PRINCIPLE**

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### **COSTS**

- 3.20 In relation to the determination of the transfer value, and initial annual rent, of a property, each party must pay –
  - 3.20.1 its costs; and
  - 3.20.2 half the costs of a valuation arbitration; or
  - 3.20.3 such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

## AGREEMENT IN PRINCIPLE

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### APPENDIX 1

#### **PLEASE NOTE**

*If these instructions apply to-*

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

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

[Valuer's name]

[Address]

### Valuation instructions

#### **INTRODUCTION**

Te Korowai o Wainuiārua 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**

Te Korowai o Wainuiārua 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 Te Korowai o Wainuiārua 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 3; and
- (b) the attached agreed lease of the property].

## **AGREEMENT IN PRINCIPLE**

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All references in this letter to subparts or paragraphs are to subparts or paragraphs of schedule 3.

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 3 applies to the valuation of properties.

### **ASSESSMENT OF MARKET VALUE REQUIRED**

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

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

The [land holding agency]/Te Korowai o Wainuiārua [**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 Te Korowai o Wainuiārua may elect to purchase the property as a commercial redress property under part 6, plus GST (if any).

### **[MARKET VALUE OF A SCHOOL SITE**

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

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

A two step process is required:

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

## **AGREEMENT IN PRINCIPLE**

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[If, in the relevant district or unitary plan, the zoning for the school site is Specialised (as defined below), the zoning for the school site for the purposes of step 1(b) of the two-step process above will be deemed to be the Alternative Zoning (as defined below).

For the purposes of these instructions:

- “Specialised” means specialised for a school site or otherwise specialised to a public or community use or public work (including education purposes).
- "Alternative Zoning" means the most appropriate probable zoning which provides for the highest and best use of the school site as if the school (or any other public or community use or public work, including education purposes) was hypothetically not present. The Alternative Zoning will be determined with reference to (in no particular order):
  - (a) the underlying zoning for the school site (if any);
  - (b) the zoning for the school site immediately prior to its Specialised zoning;
  - (c) the zoning of land adjacent to or in the immediate vicinity of the school site (or both) if there is a uniform neighbouring zone;
  - (d) if the school site is within the area governed by Auckland Council, the underlying zoning applied to the school site in the Draft Auckland Unitary Plan publicly notified 15 March 2013, namely *[insert the zoning from the Draft Auckland Unitary Plan publicly notified 15 March 2013]*; and
  - (e) any other relevant consideration in the reasonable opinion of a registered valuer that would support the most probable zoning which provides for the highest and best use of the school site.

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

## **AGREEMENT IN PRINCIPLE**

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- (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
- (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 –

## **AGREEMENT IN PRINCIPLE**

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- (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 [2014] and International Valuation Standards [2017]; 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
- (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 [2014] and International Valuation Standards [2017], 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 –

## **AGREEMENT IN PRINCIPLE**

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- (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.

### **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**].]

## **AGREEMENT IN PRINCIPLE**

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[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]**

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

## 4 VALUATION PROCESS FOR CROWN FOREST LAND

### Valuation Process

#### Agreement between

The Crown acting through Land Information New Zealand

“The Crown”

AND

“The Claimant”

#### Definitions and Interpretation

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

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

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

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

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

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

**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;

## AGREEMENT IN PRINCIPLE

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

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

**Valuation Commencement Date** means the date by which disclosure has been provided by the Crown to the Claimant as outlined in Paragraph 2 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:
  - a. appoint a Registered Valuer in accordance with this valuation process; and
  - b. give notice to the other of the identity of the Registered Valuer.
- 4 The Principals shall ensure that the terms of appointment of their respective Valuers require them to participate in the process in accordance with the terms set out in this valuation process.
- 5 The Principals shall send the appended instructions to their respective Valuers within 5 Business days of the notice given to the other of the identity of each Valuer.
- 6 The Principals shall jointly appoint an Arbitrator who is qualified and experienced in valuing assets similar to Crown Forest Land and is a member of the Arbitrators' and Mediators' Institute of New Zealand Incorporated. The appointment is made once the appointee has confirmed in writing that they will provide the required service in

## **AGREEMENT IN PRINCIPLE**

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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.

### **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**

## **AGREEMENT IN PRINCIPLE**

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- 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 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.

## **AGREEMENT IN PRINCIPLE**

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- 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.
- 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.

## AGREEMENT IN PRINCIPLE

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### INSTRUCTIONS TO VALUERS FOR LICENSED

#### CROWN FOREST LAND

##### INTRODUCTION

The Agreement in Principle for the Settlement of Te Korowai o Wainuiārua (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 Te Korowai o Wainuiārua.

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 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

## AGREEMENT IN PRINCIPLE

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part of a Crown forestry licence is offered to Iwi, the provisions of Section 14.3 and Part IIC (Section 17) of the licence will apply to the land;]

- e. [where part of a Crown forestry licence is offered to Iwi, the Crown will be responsible for carrying out and completing the survey necessary to define the boundaries between the part selected and the balance of the licensed land together with any reciprocal easements arising from consultation under Section 17.4.1 of Part IIC of the Crown forestry licence before a CFR can issue. This process may take up to 5 years to complete;] and
  - f. New Zealand Units (NZU) will not transfer with the land (due to NZUs being dealt with separately from settlement redress).
3. Each valuer is required:
- to provide a valuation report as at [ ] (the “**Valuation Date**”);
  - to provide the market value of the licensor's interest (as described in paragraph 4 below) clearly setting out how this was determined.
4. The value required is the market value being the estimated amount, exclusive of GST, at which the licensor's interest in the Crown Forest Land might be expected to exchange, on the Valuation Date, between a willing buyer and a willing seller, in an arm's length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion.
5. Both valuers are to jointly, at times to be agreed between them and the licence holders:
- inspect the properties; and
  - inspect the sales information and its supporting evidence.
6. Before the valuation reports are prepared, in accordance with clause 9 of the Valuation Process document, the valuers are to reach agreement on:
- a list of comparable sales to be used in determining the value of the Crown Forest Land;
  - the geographic extent and relevant matters concerning the licensor's interest in the Crown Forest Land;
  - the base information on current rentals paid along with other market rental evidence; and
  - the base information or inputs into a formula for assessing future rentals to take account of the return provisions in the Crown forestry licence.
7. Each valuation report provided by a valuer shall:

## **AGREEMENT IN PRINCIPLE**

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- include an assessment of the market value as at the Valuation Date, identifying and explaining the key issues affecting value, if any;
- For the avoidance of doubt set out any assumptions on which the valuation is based, including:
  - Impact of comparable sales analysis in relation to land subject to Crown forestry licences;
  - The impact of the provisions of the Emissions Trading Scheme and Kyoto Protocol (and/or any other agreements and legislative provisions relating to climate change);
  - Terms and conditions of the relevant Crown forestry licences (including any provisions and arrangements relating to licence fees and/or rentals) and effect of the Crown Forest Assets Act 1989;
  - Detail the impact on value of encumbrances, legal or statutory restrictions on the use or disposal of the Land and/or conditions to be placed on the land under the standard terms of Treaty Deeds of Settlement;
  - The impact of planning and other controls imposed by the Resource Management Act 1991 and any planning and regulatory controls imposed by local authorities;
  - Discussion as to current market conditions and the economic climate;
  - Legal and practical access issues, status and value of roading infrastructure;
  - Identify and quantify sensitivity factors within the valuation methodology;
  - Valuation methodology and discussion of assessed value in relation to the market evidence;
  - Any other relevant factors taken into account.
- meet the requirements of:
  - The Property Institute of New Zealand's Valuation Standards, including the minimum requirement set out in Section 5 of the "New Zealand Institute of Valuers Valuation Standard 1: Market Value Basis of Valuation"; and
  - other relevant standards, insofar as those requirements are relevant.
- include an executive summary containing:
  - a summary of the valuation along with key valuation parameters;

## **AGREEMENT IN PRINCIPLE**

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- a summary of key issues affecting value, if any;
  - the name of the valuer and his or her firm; and
  - the signature of the valuer and lead valuer if applicable.
- attach appendices setting out:
    - a statement of valuation policies;
    - a statement of valuation methodology; and
    - relevant market and sales information.
8. Each valuer must submit to his or her principal a draft valuation report prior to submission of the final reports, so that the principal can provide comment.
9. Each valuer will provide the final report to his or her principal once the draft has been reviewed and comments received.

### **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:

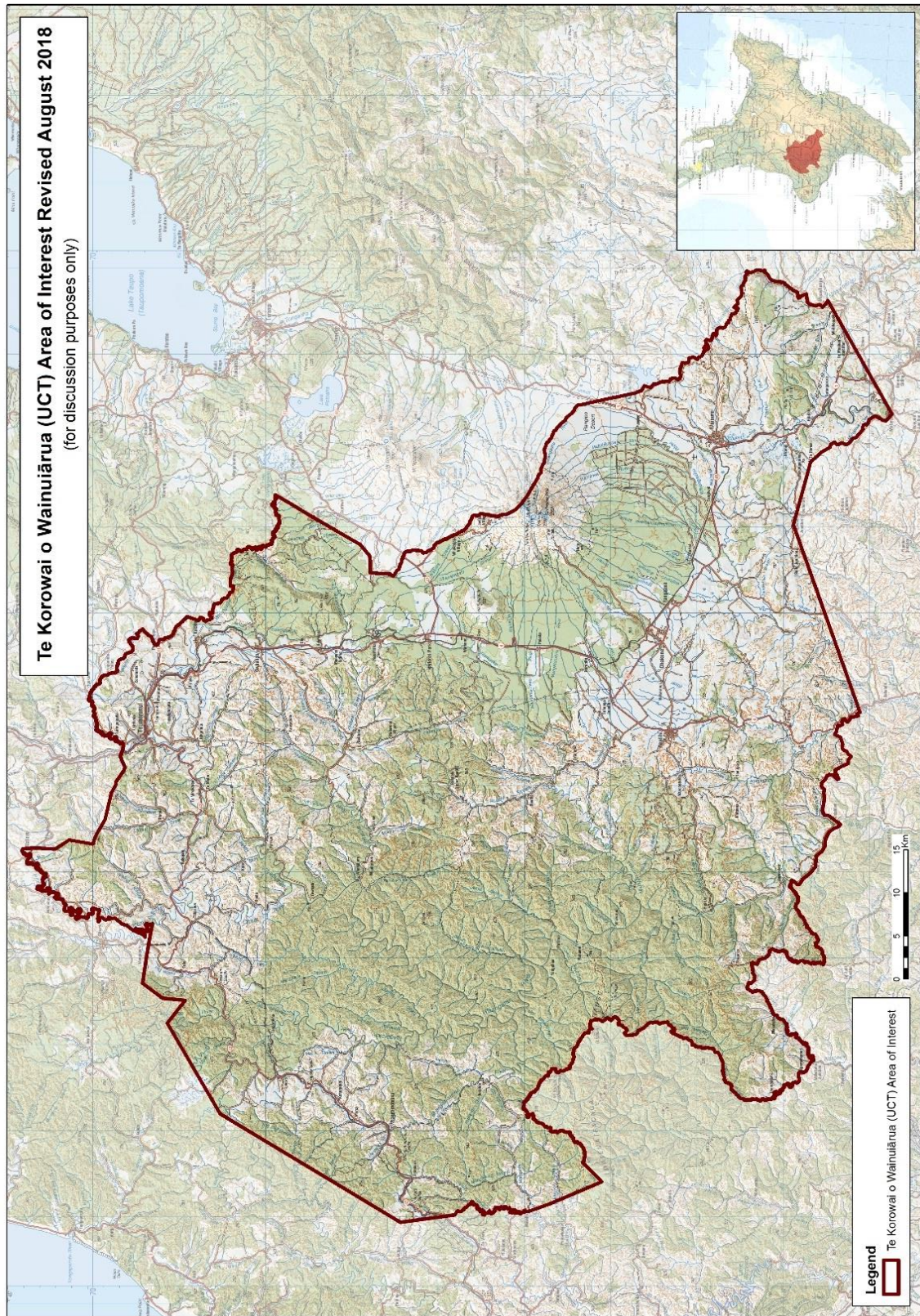
## **AGREEMENT IN PRINCIPLE**

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

**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.

# ATTACHMENT 1: TE KOROWAI O WAINUIĀRUA AREA OF INTEREST



## **ATTACHMENT 2: CROWN AND TE KOROWAI O WAINUIĀRUA PROCESS FOR RESOLVING OVERLAPPING CLAIMS**

The following groups have been identified as having interests in the area of interest of Te Korowai o Wainuiārua:

- Mōkai Pātea;
- Ngāti Hāua;
- Ngāti Maniapoto;
- Ngāti Maru (Taranaki);
- Ngāti Rangī;
- Ngaa Rauru Kiitahi;
- Ngāti Tūwharetoa; and
- Whanganui Land Settlement.

Separate to the Crown's process, Te Korowai o Wainuiārua are undertaking their own ongoing conversations with overlapping groups.

<b>Action</b>	<b>Details</b>	<b>Agent</b>	<b>Progress</b>
<b>Post terms of negotiation being signed - early engagement and interest discussions</b>	Crown letters to groups with shared interests, providing an update on negotiations status, process going forward.	Crown	16/3/17 Crown letters to neighbouring groups
<b>Interest discussions</b>	<p>UCT engages with overlapping groups and advises OTS of progress in their discussions.</p> <p>Iwi and Crown meet with groups (jointly or separately) to discuss boundaries and the nature of the interests within the boundaries.</p> <p>Crown and iwi discuss engagement with and interests of overlapping claimants at regular hui.</p> <p>Opportunity for groups to respond on their interests, indicating their support, or otherwise, and any issues.</p>	<p>UCT</p> <p>UCT/Crown</p> <p>UCT/Crown</p> <p>Overlapping groups</p>	Standing item at regular monthly hui

## AGREEMENT IN PRINCIPLE

	Identification of any key items of redress that are opposed and why.		
<b>Te Wera Crown Forest Licensed land</b>	<p>Crown facilitated hui with UCT and Ngāti Maru – 18/5/17</p> <p>Independent customary interests report – 20/11/17</p> <p>Minister’s preliminary decision on Te Wera CFL – 11/5/18</p>		
<b>Prior to signing agreement in principle</b>	<p>Crown writes to overlapping groups advising that an agreement in principle will shortly be signed and that redress will be subject to the resolution of overlapping claims.</p> <p>Crown and iwi offer to meet with overlapping groups (jointly or separately) to discuss proposed settlement redress.</p> <p>Opportunity for groups to respond on their interests, indicating their support, or otherwise, and any issues. Identification of any key items of redress that are opposed and why.</p>	<p>Crown</p> <p>UCT/Crown</p> <p>Overlapping groups</p>	Crown sent letter to groups on 28/8/18
<p><b>Report to Minister for Treaty of Waitangi</b></p> <p><b>Negotiations and Crown offer</b></p> <p><b>Agreement in principle signed</b></p>	<p>OTS reports to the Minister for Treaty of Waitangi Negotiations on the status of overlapping claims and proposed Crown offer.</p> <p>Formal Crown settlement offer made to UCT, subject to the resolution of any overlapping claims.</p> <p>If the offer is accepted by UCT, the agreement in principle is signed. The agreement in principle and process for resolving remaining overlapping claims uploaded to OTS website.</p>	<p>Crown</p> <p>Crown</p> <p>UCT/Crown</p>	
<b>After agreement in principle signed</b>	OTS writes to groups advising of the Crown offer in the agreement in principle and seeks confirmation of their support or identification of matters for resolution, and offers to meet to discuss if requested.	Crown	

## AGREEMENT IN PRINCIPLE

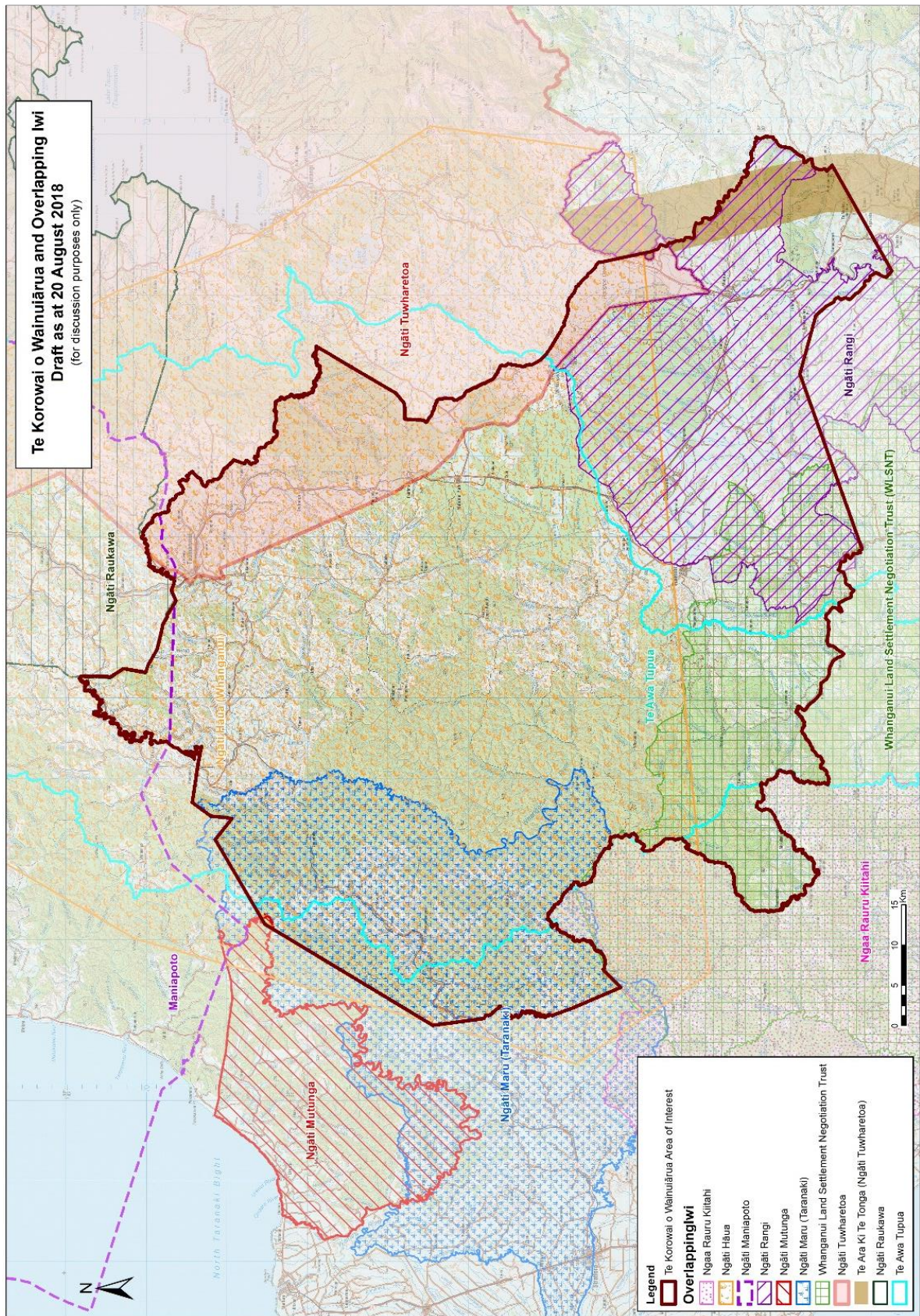
	<p>Opportunity for groups to respond on their interests, indicating their support, or otherwise, and any issues. Identification of any key items of redress that are opposed and why.</p>	Overlapping groups	
<b>Report to Minister – progress on resolving overlapping claims</b>	<p>Approximately 3 months after signing the agreement in principle OTS reports to the Minister on progress to resolve overlapping claims. If there are any unresolved issues they advise the Minister of a process to resolve them, which may include offering Crown-facilitated hui.</p> <p>Crown and iwi offer to meet with overlapping groups (jointly or separately) to discuss proposed settlement redress.</p>	<p>Crown</p> <p>Crown/UCT</p>	
<b>Preliminary ministerial decision</b>	<p>If overlapping groups are unable to reach agreement then OTS reports to the Minister seeking a preliminary ministerial decision on outstanding issues.</p>	Crown	
<b>Any groups opposing redress offered final opportunity to make further submissions</b>	<p>Opportunity for groups to respond on their interests, indicating their support, or otherwise, and any issues. Identification of any key items of redress they are opposed to and why.</p> <p>Crown and iwi offer to meet with overlapping groups (jointly or separately) to discuss proposed settlement redress.</p>	<p>Overlapping groups</p> <p>Crown/UCT</p>	
<b>Report to Minister seeking final decision</b>	<p>OTS reports to the Minister seeking a final decision.</p>	Crown	
<b>Minister's decision and Cabinet consideration of redress package</b>	<p>The Minister writes to groups informing them of final decisions on overlapping claims issues and invites them to meet to discuss.</p> <p>Cabinet consideration of UCT deed of settlement package.</p>	<p>Crown</p> <p>Crown</p>	

**AGREEMENT IN PRINCIPLE**

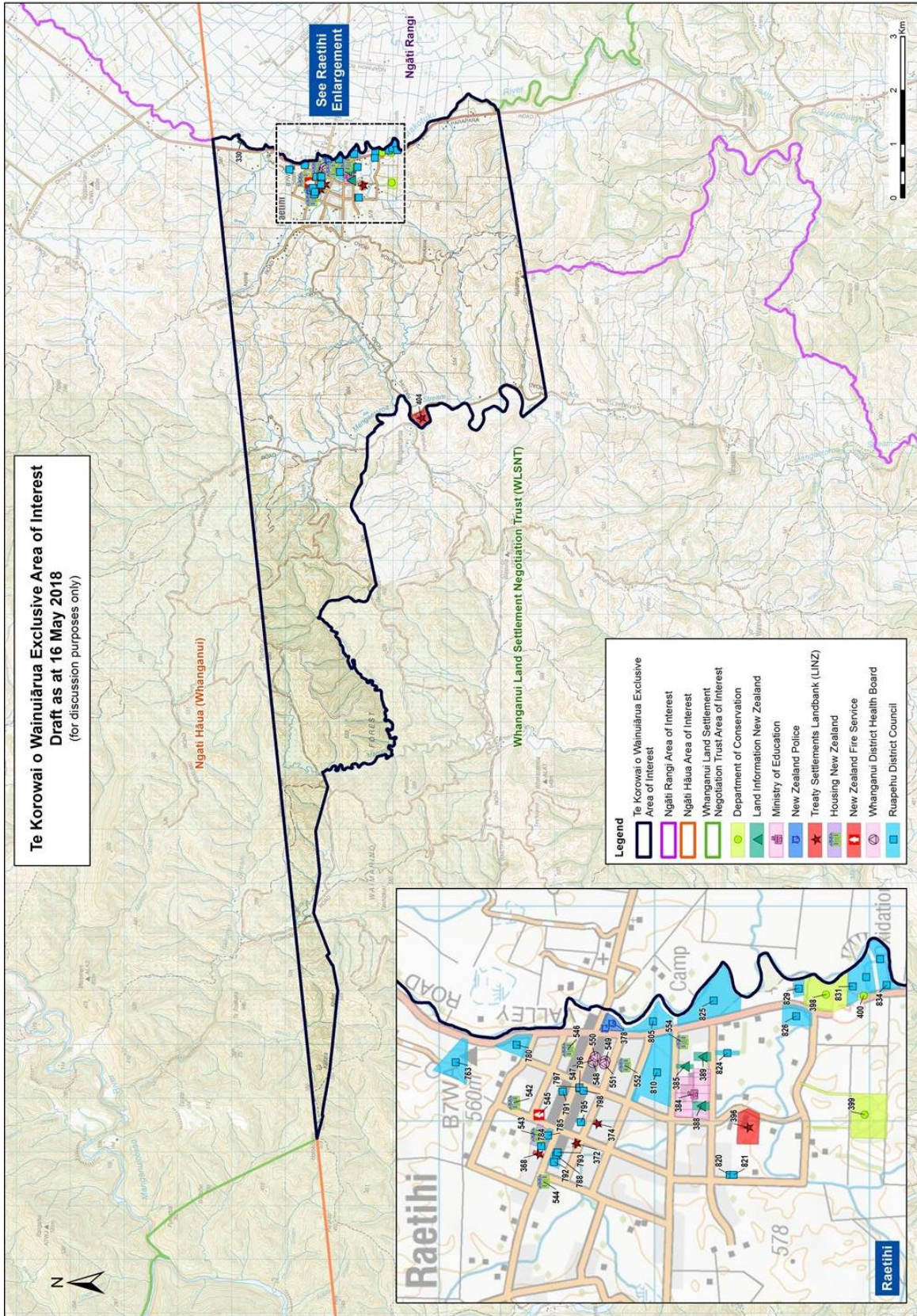
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<b>Deed of settlement initialled</b>	Deed of Settlement is initialled	Crown/UCT	
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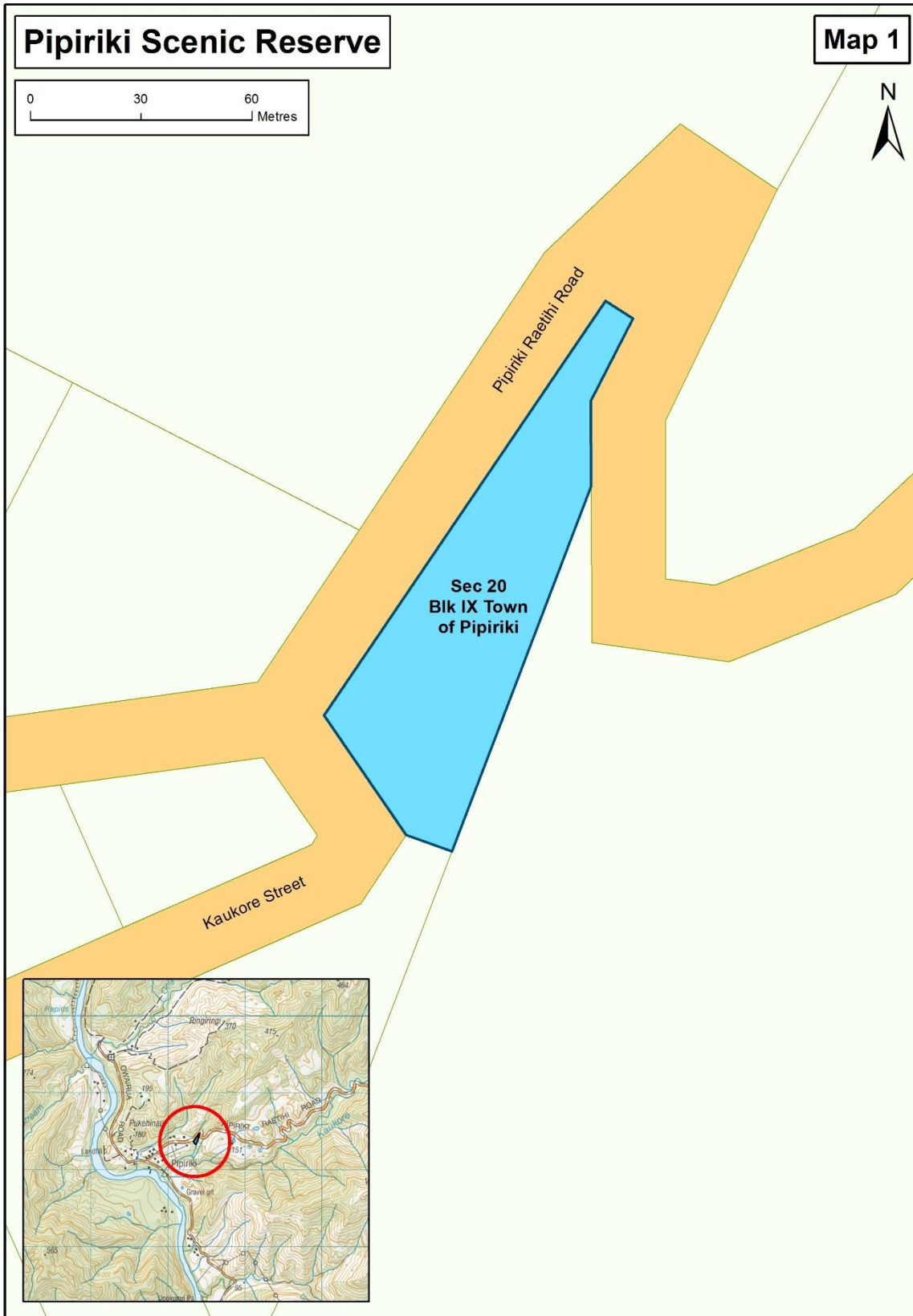
ATTACHMENT 3: OVERLAPPED AREAS OF INTEREST

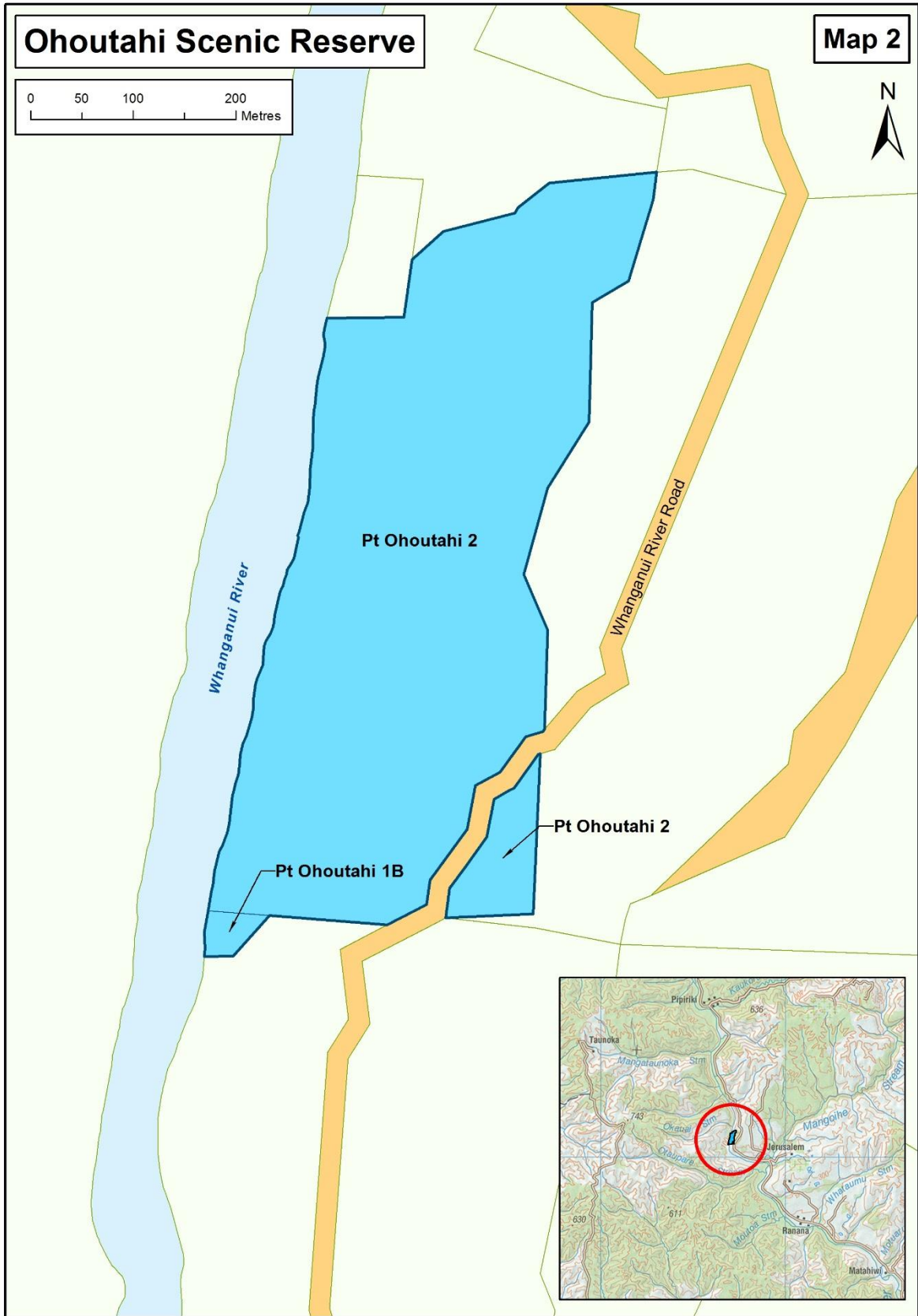


ATTACHMENT 4: TE KOROWAI O WAINUIĀRUA EXCLUSIVE RIGHT OF FIRST REFUSAL AREA

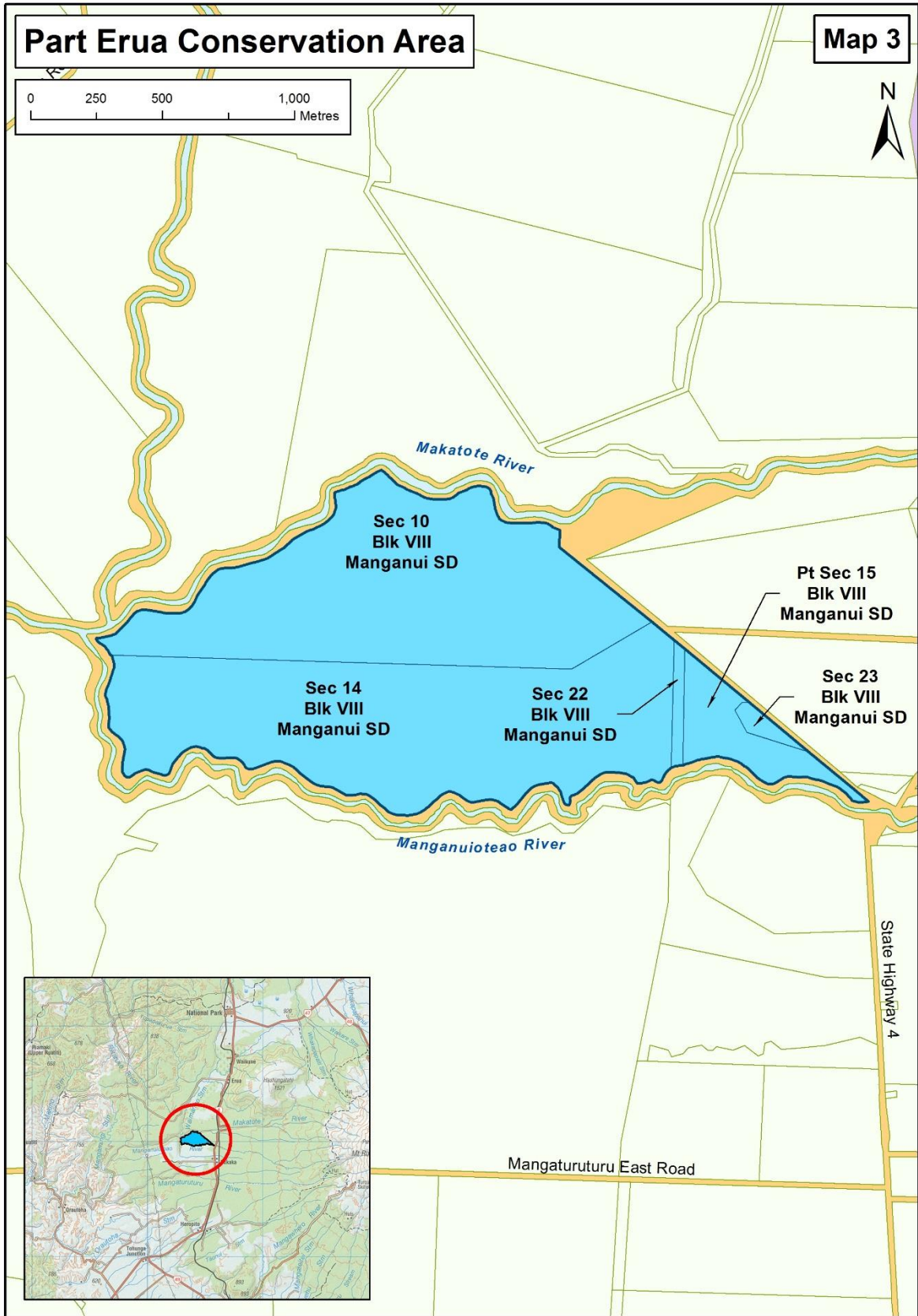


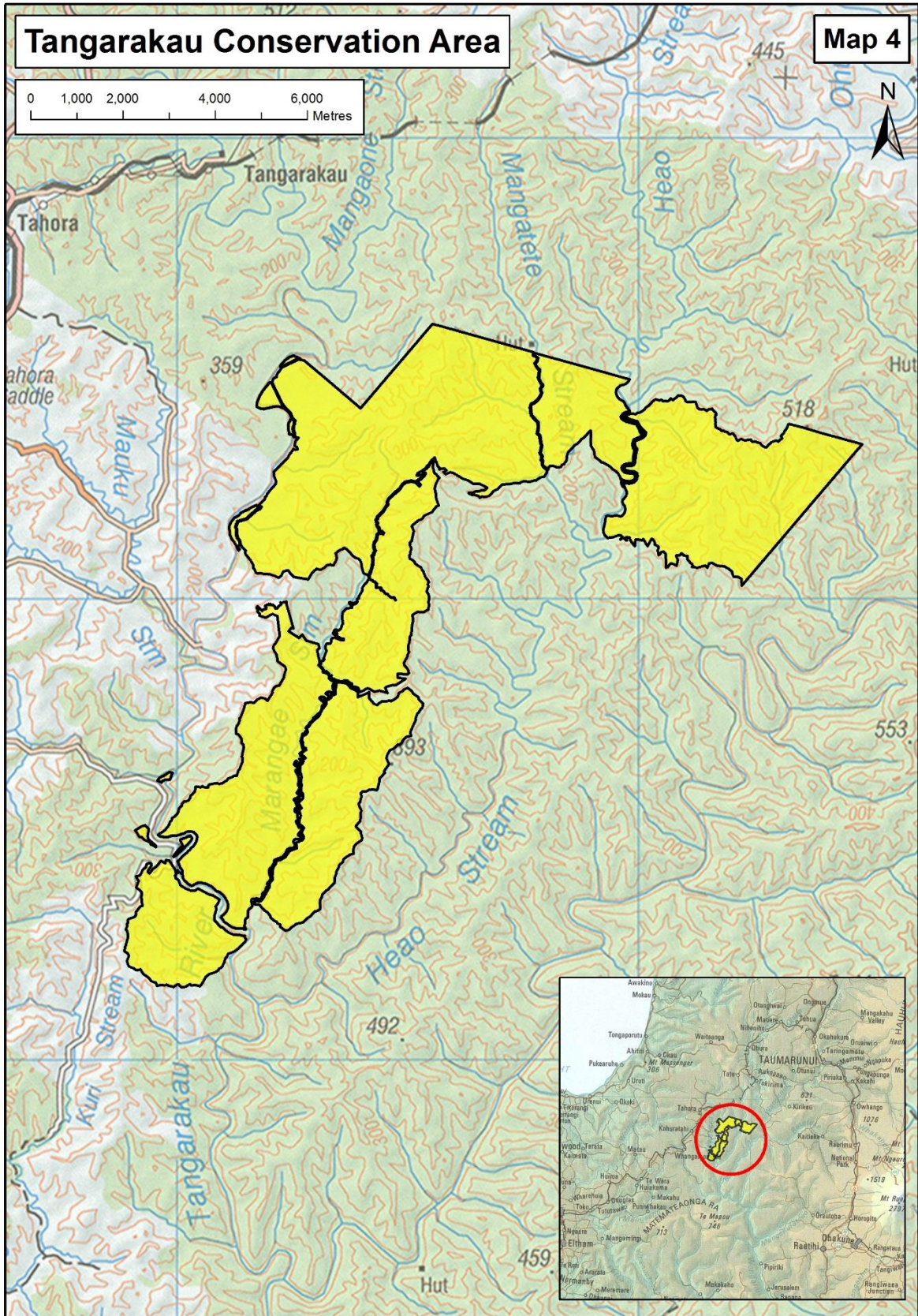
ATTACHMENT 5: CULTURAL REDRESS MAPS



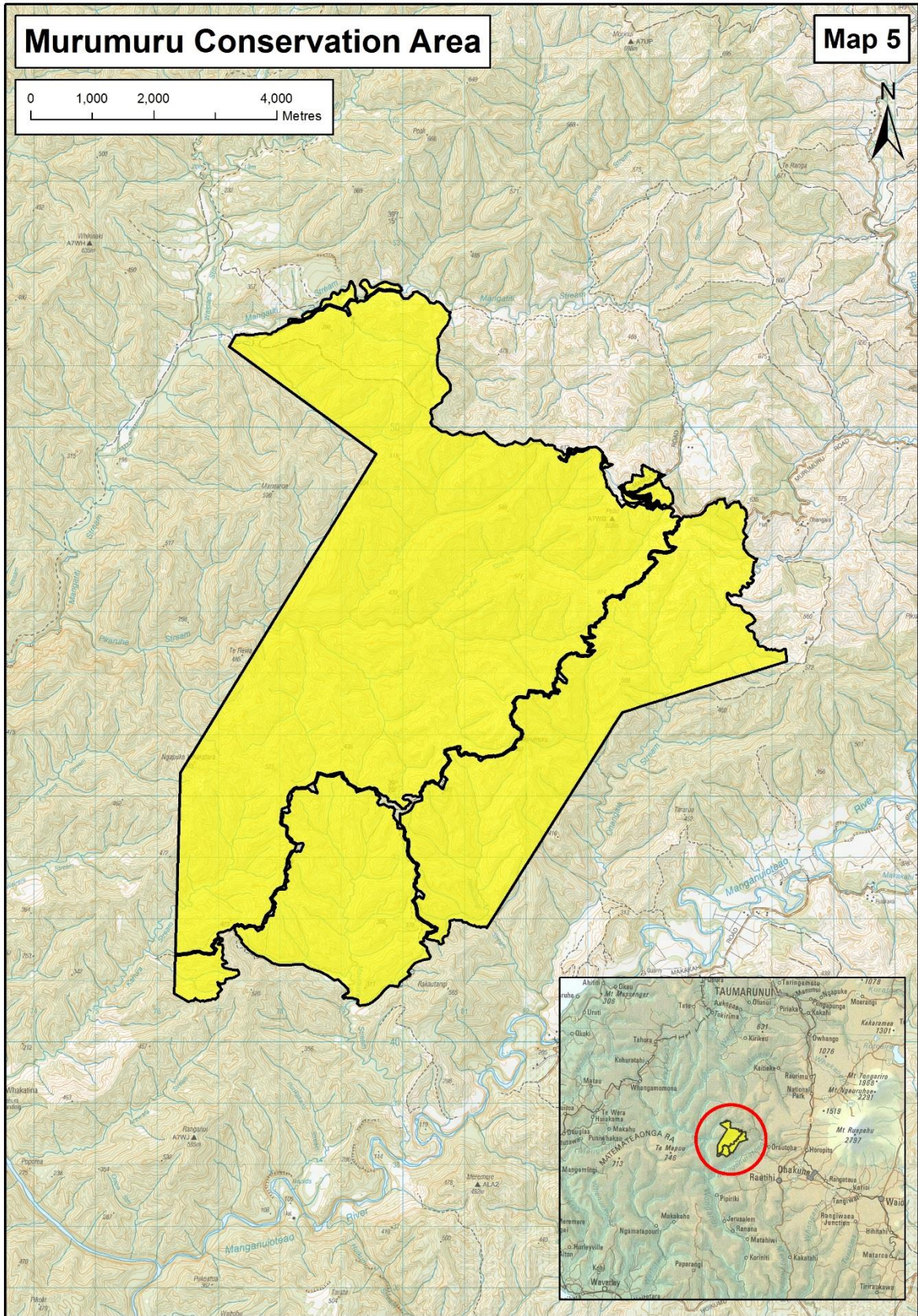


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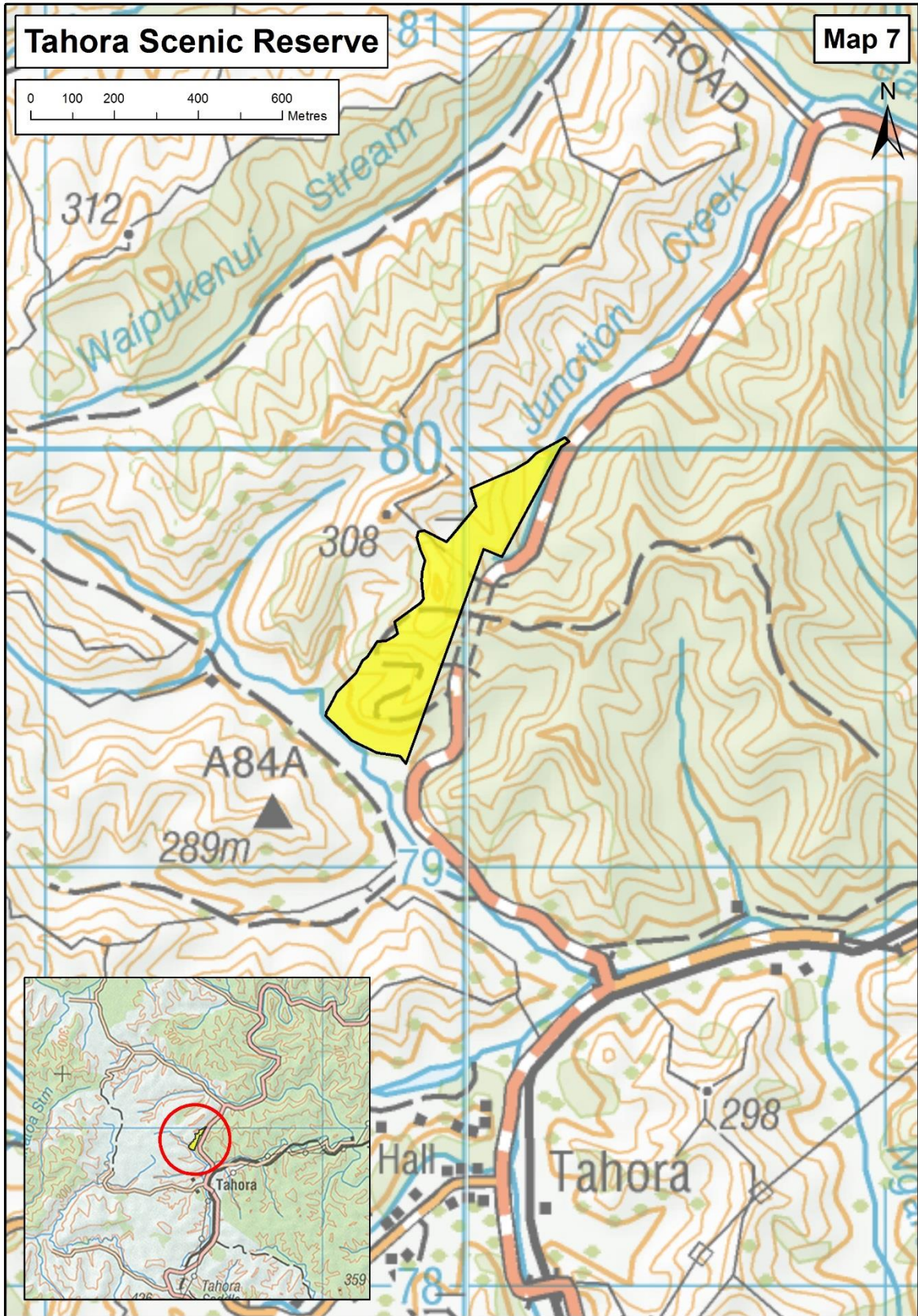


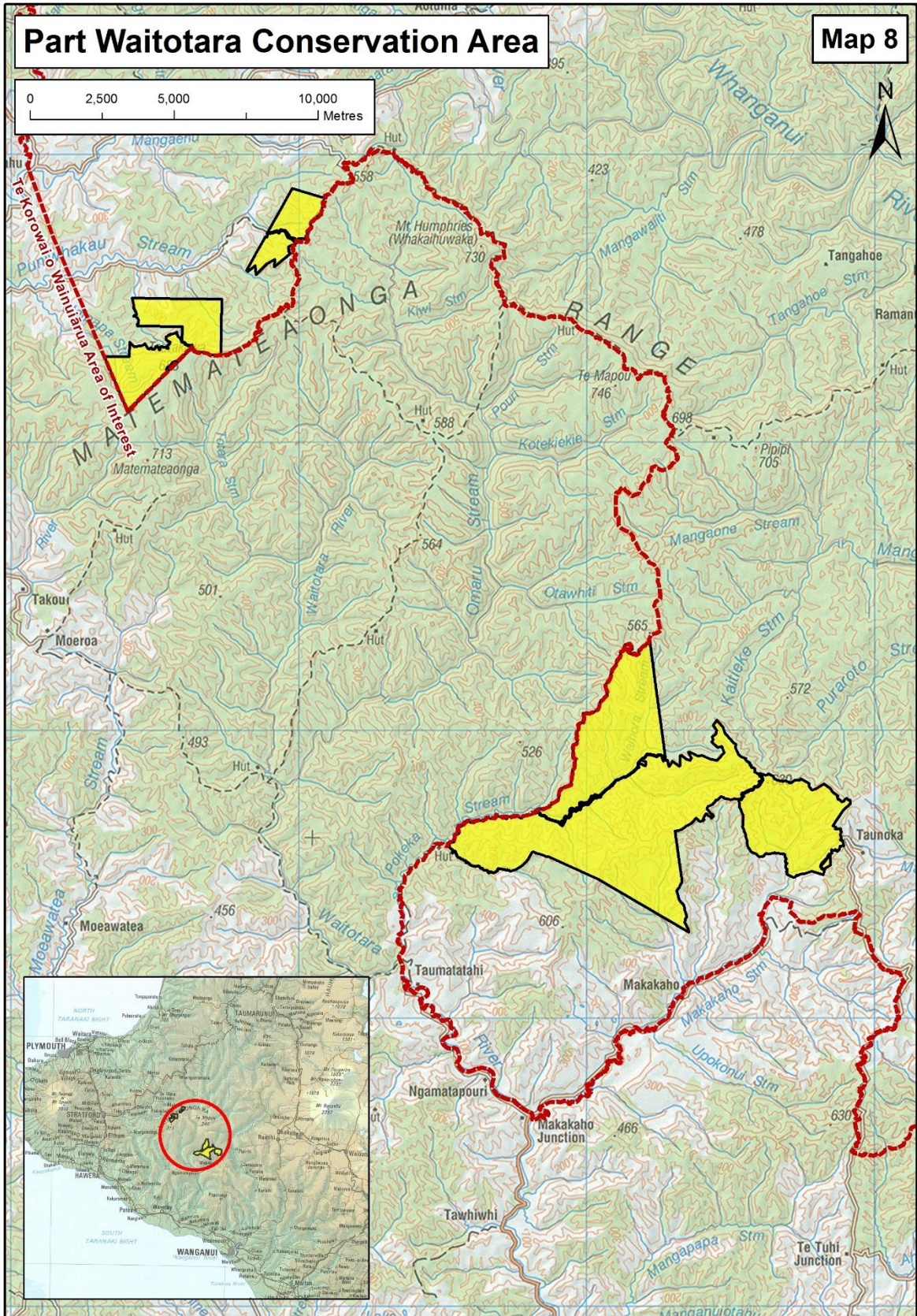


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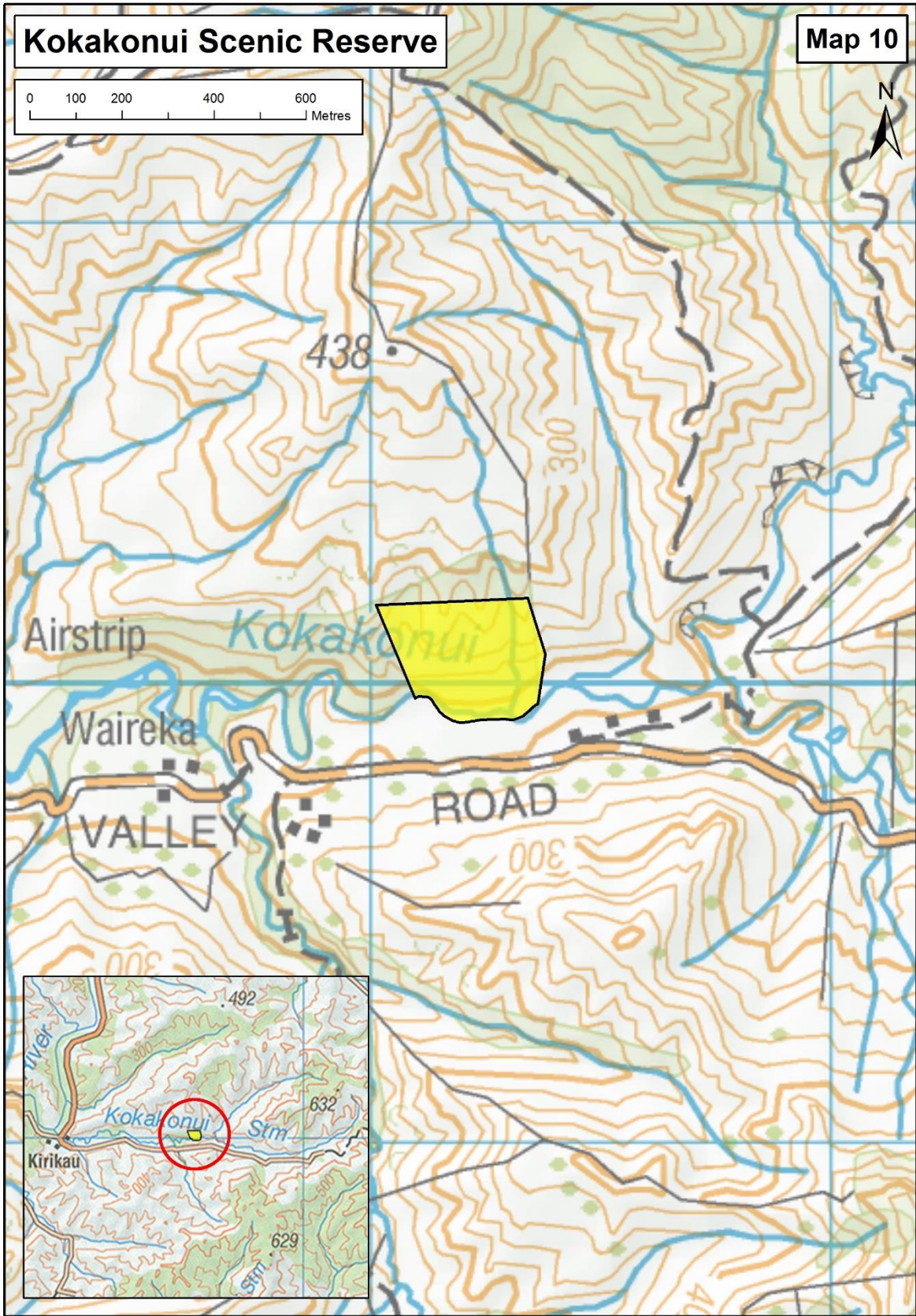


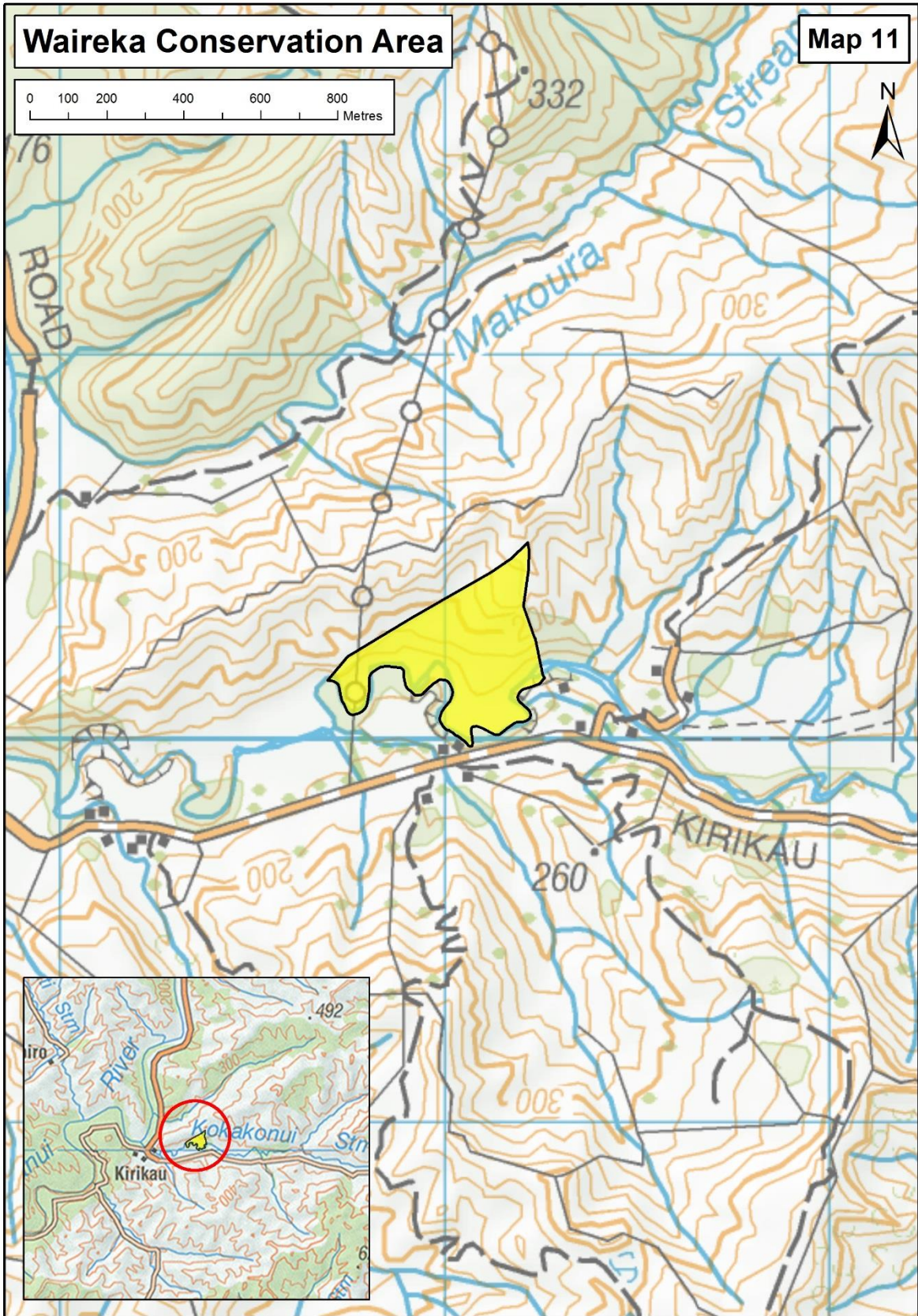


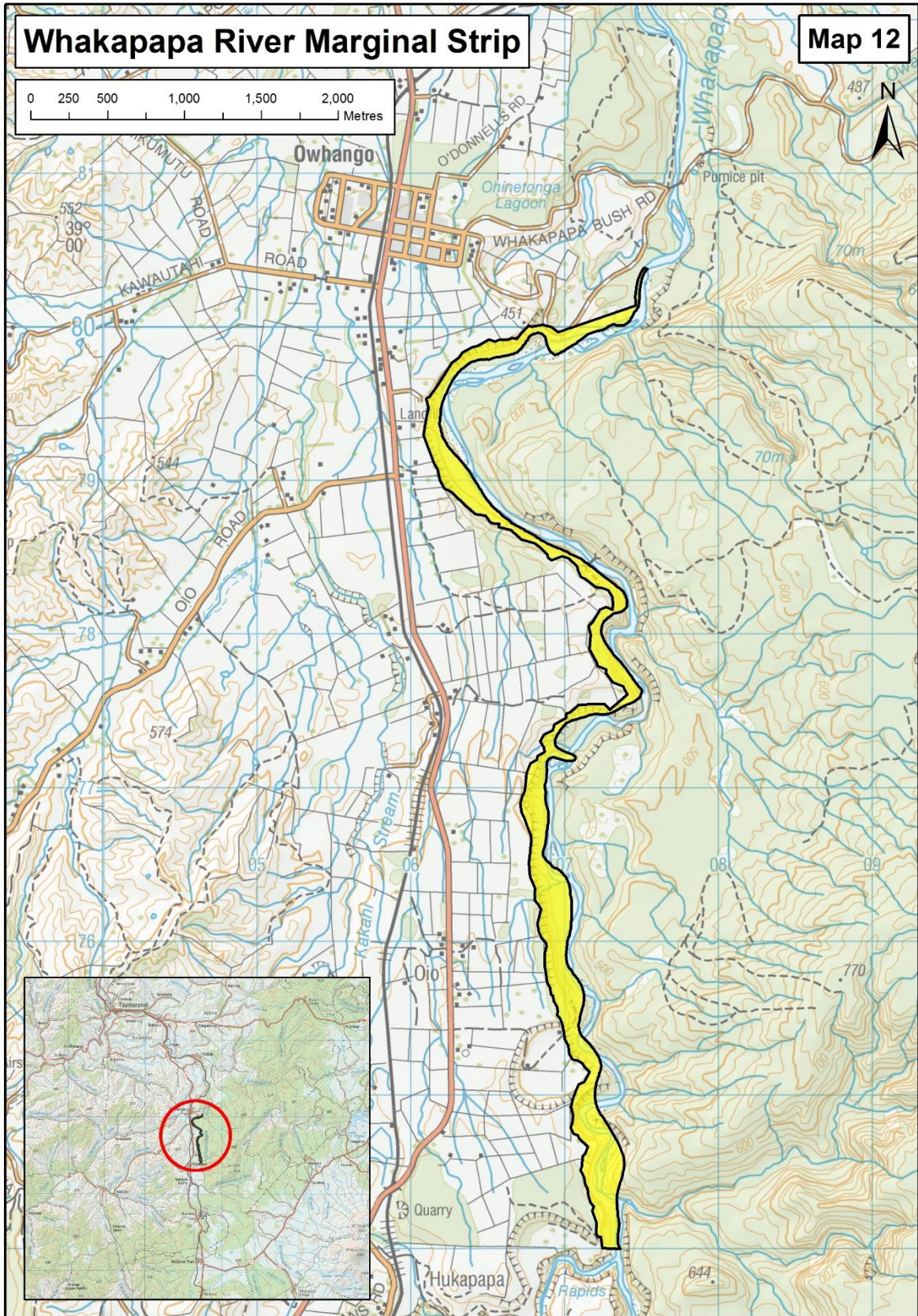


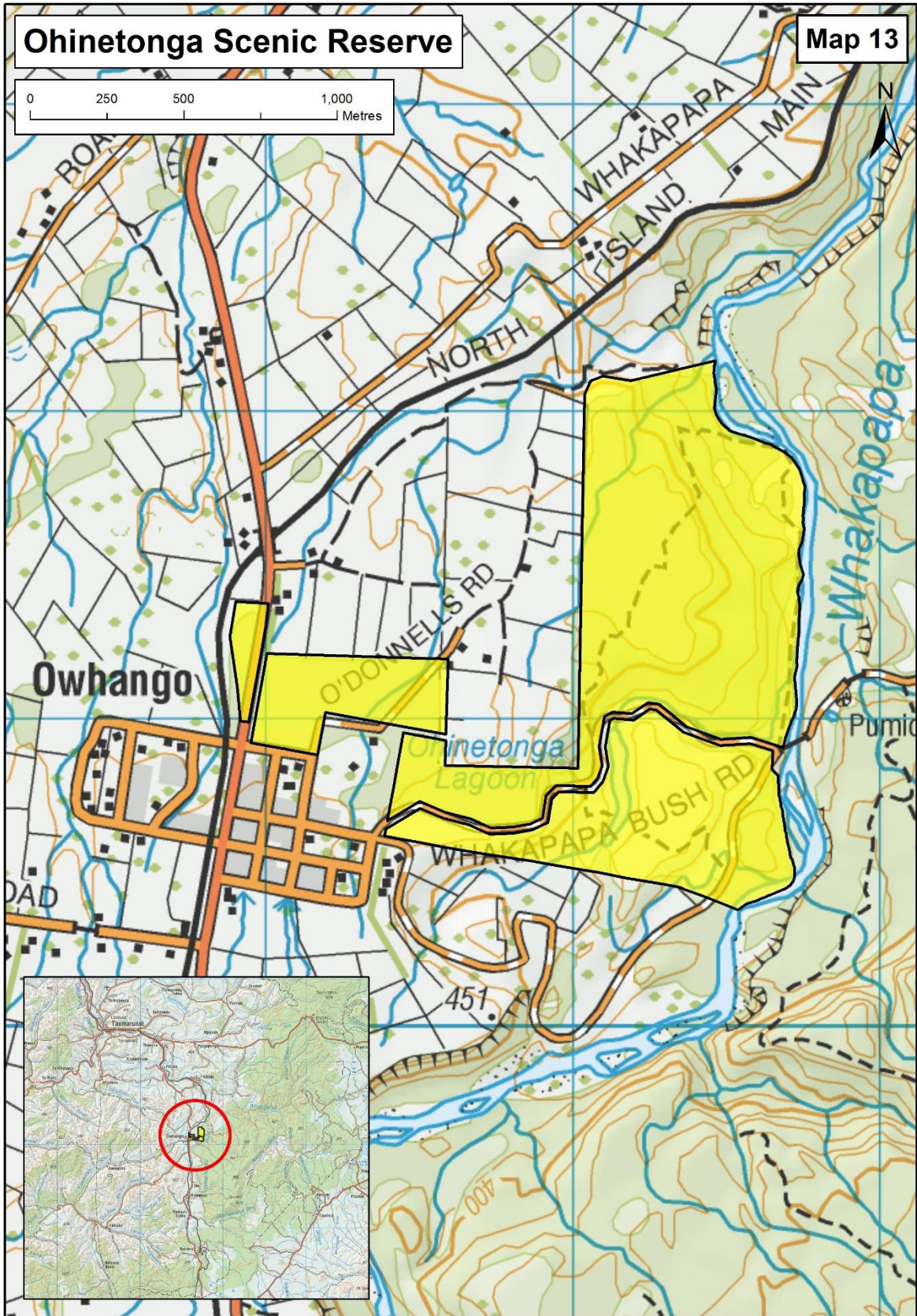


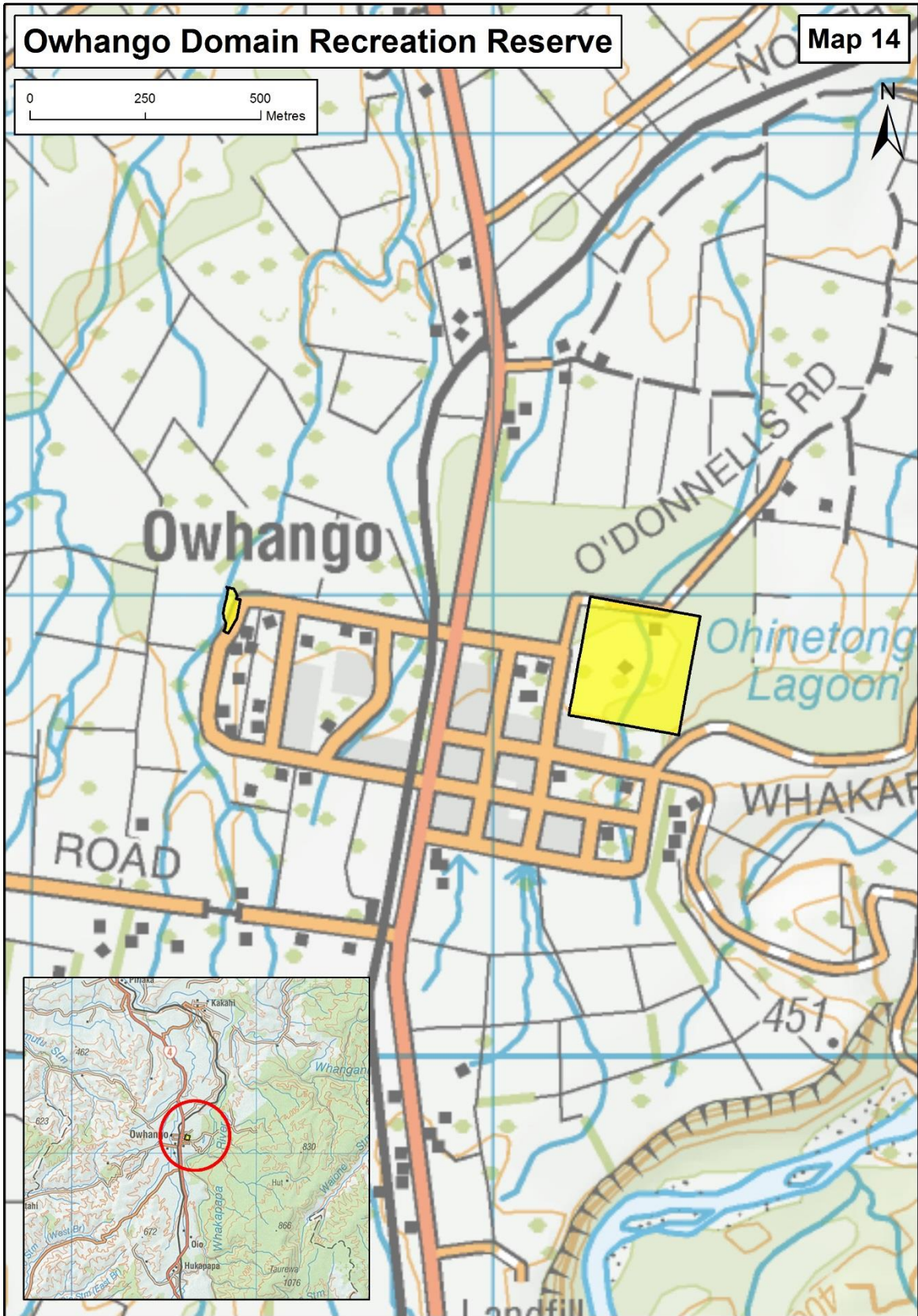
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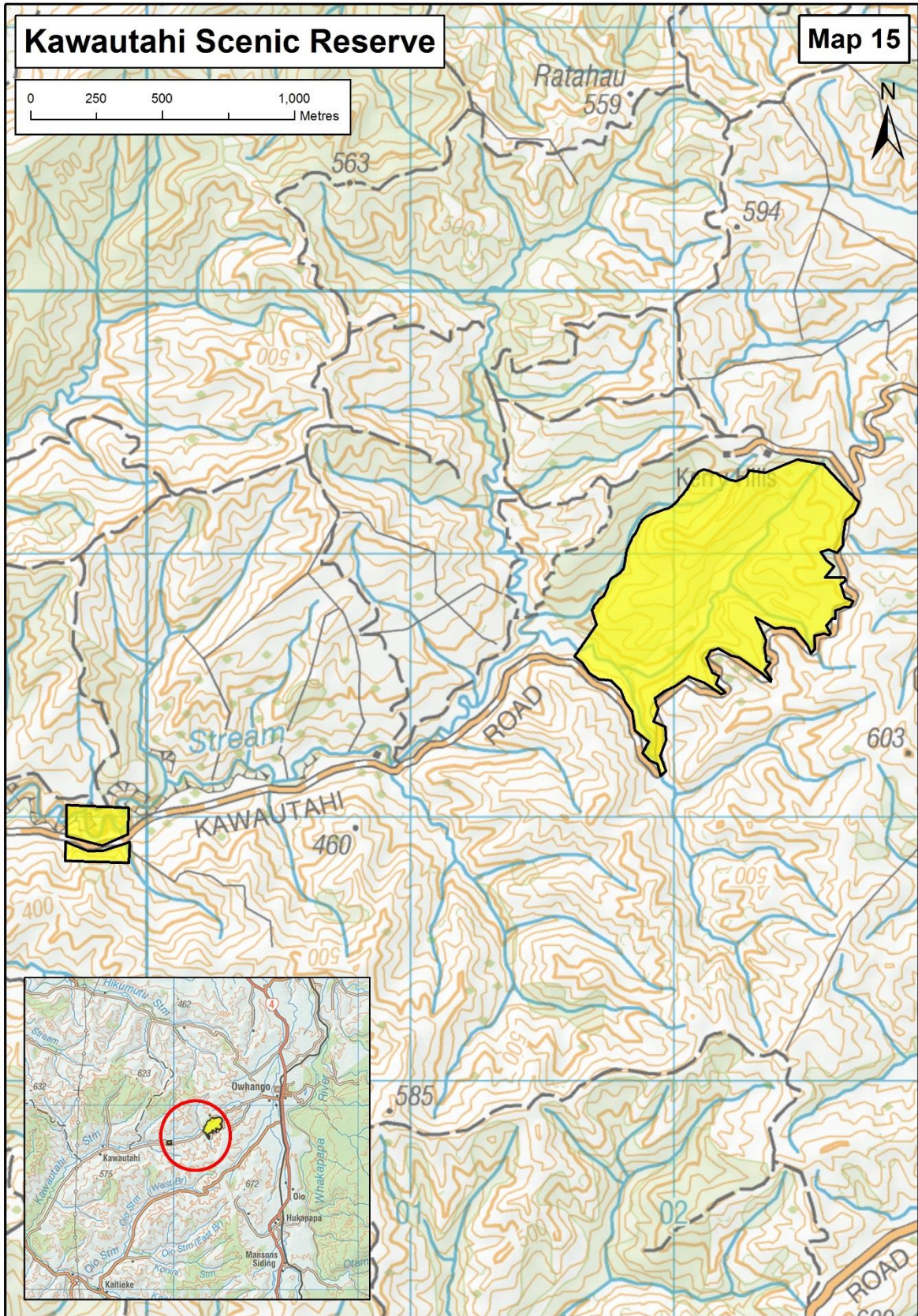


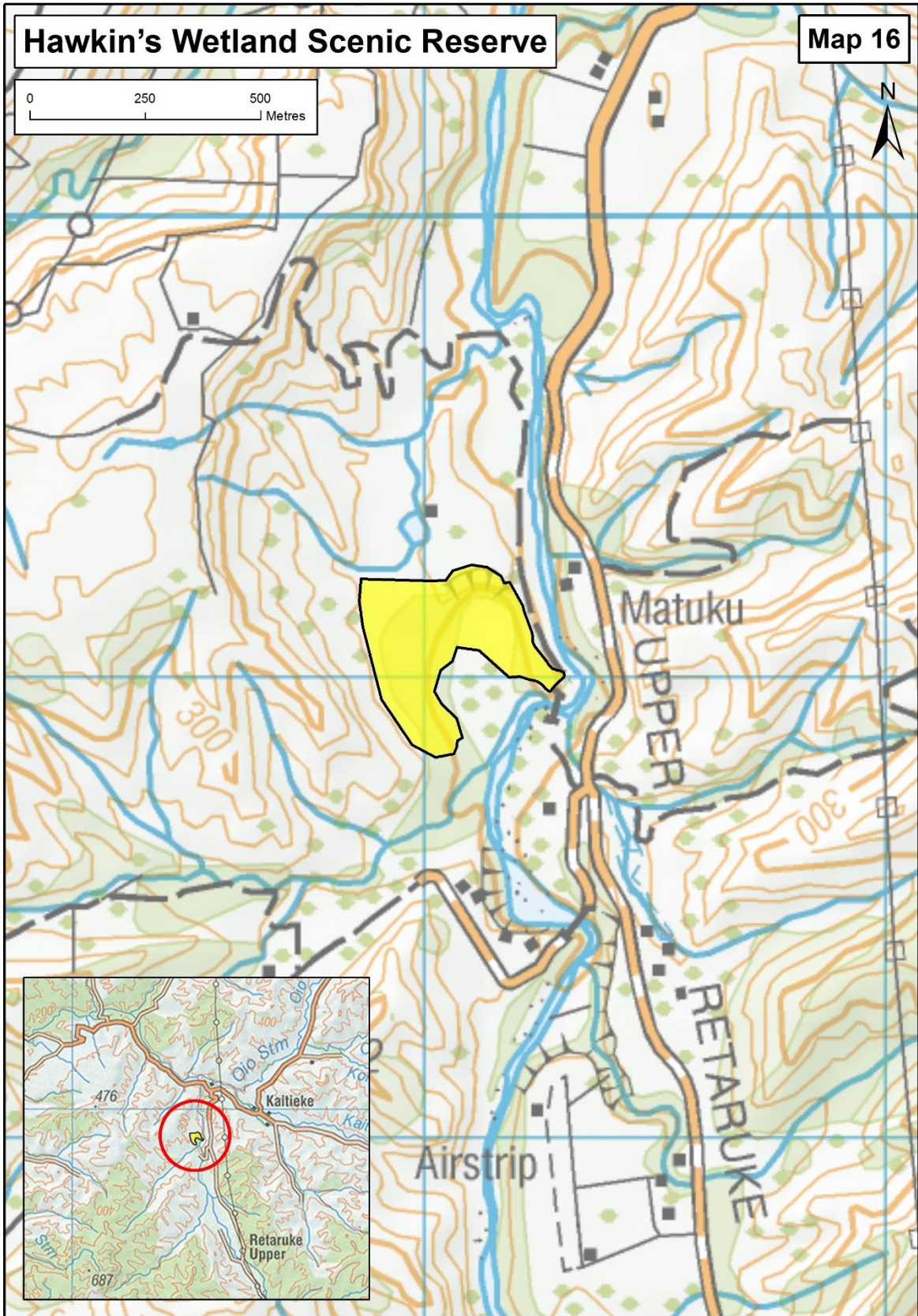


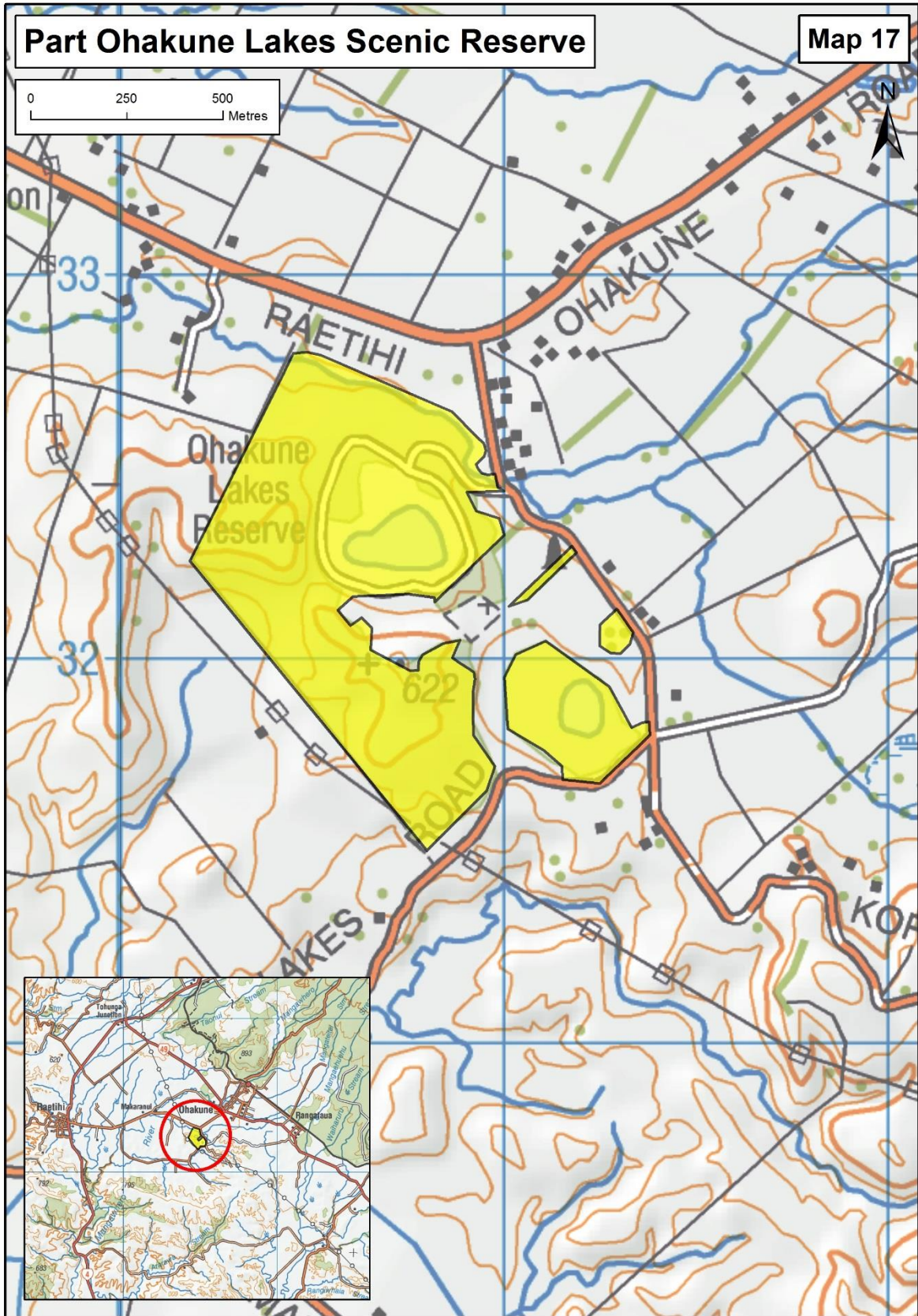


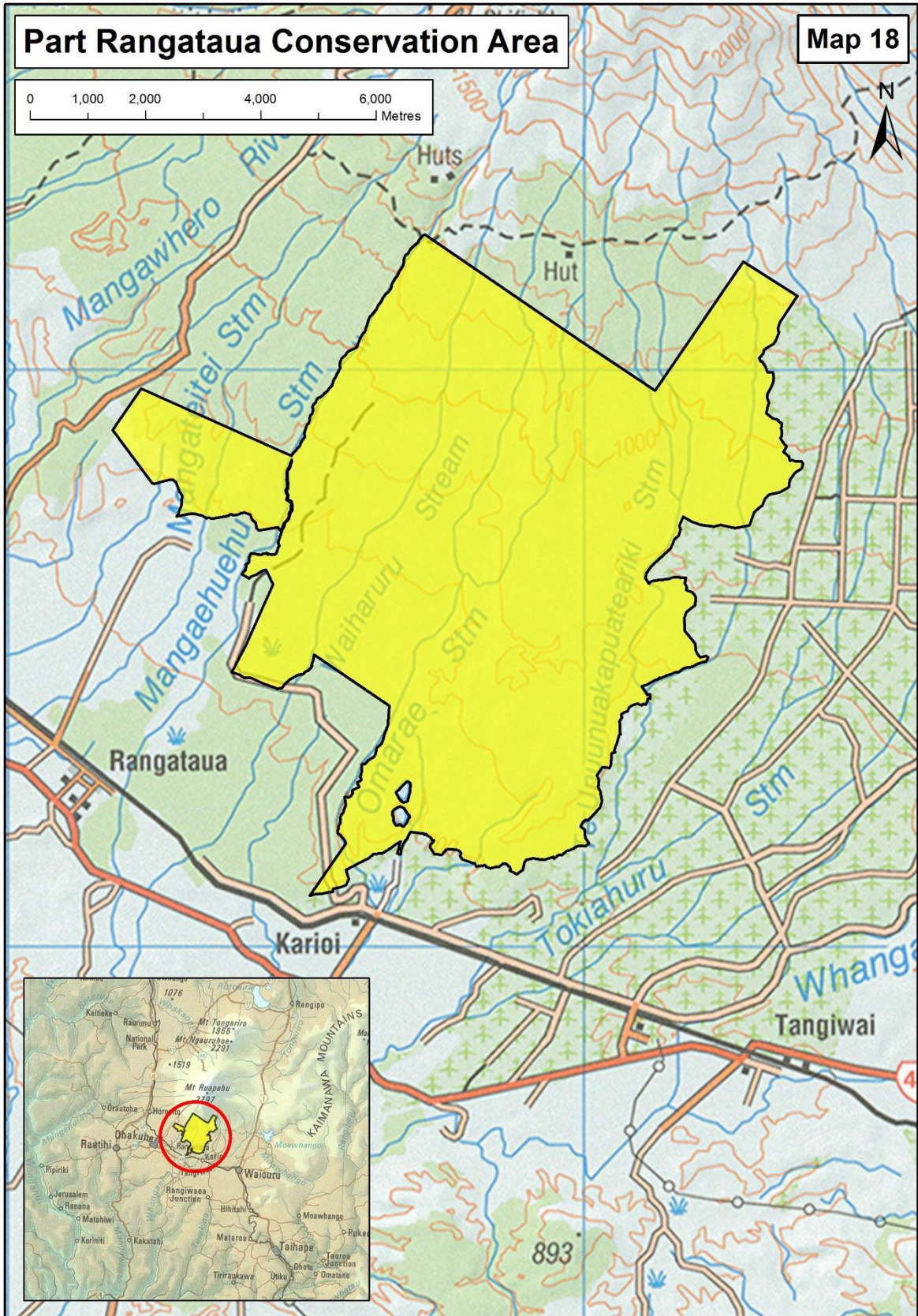


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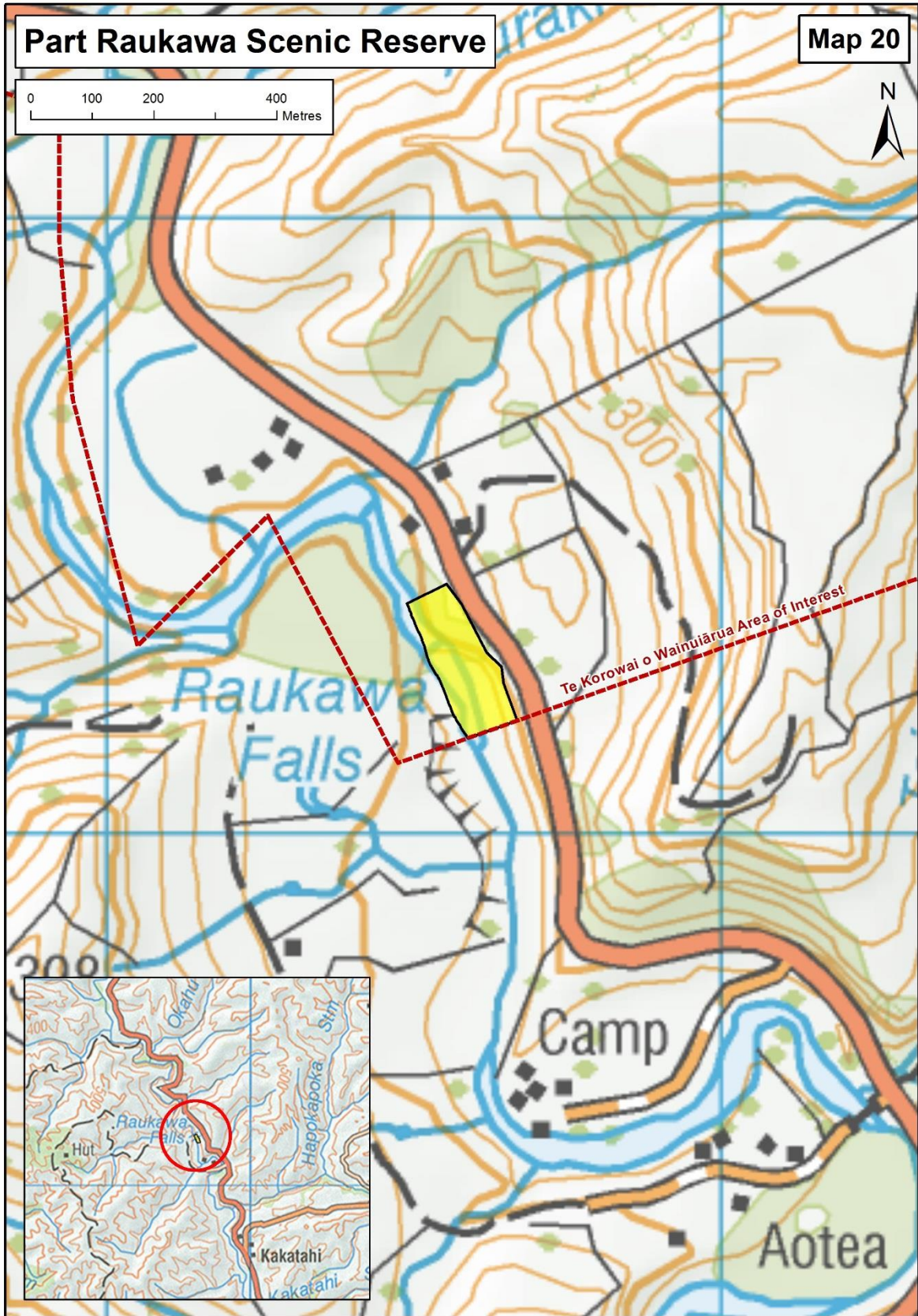


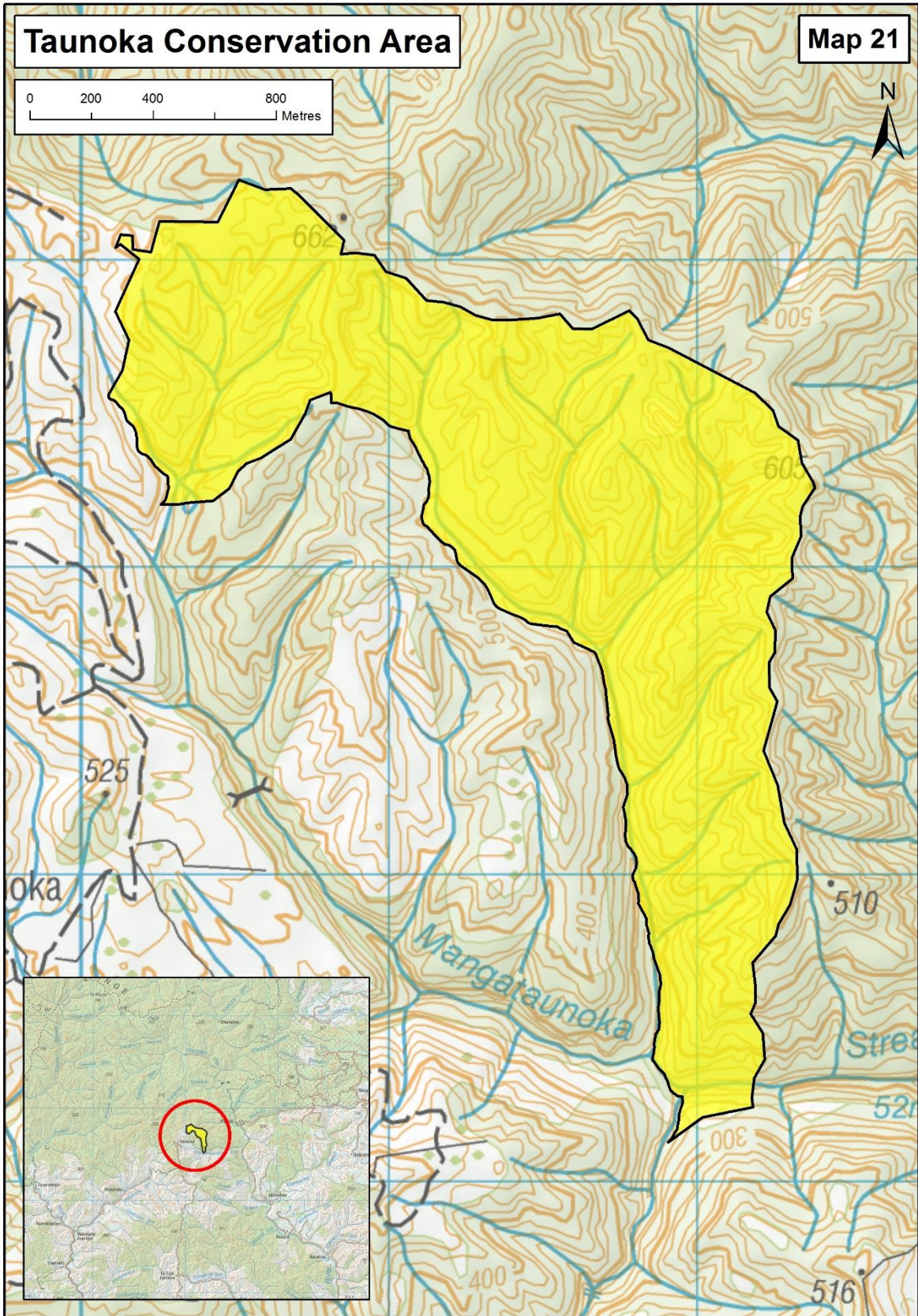


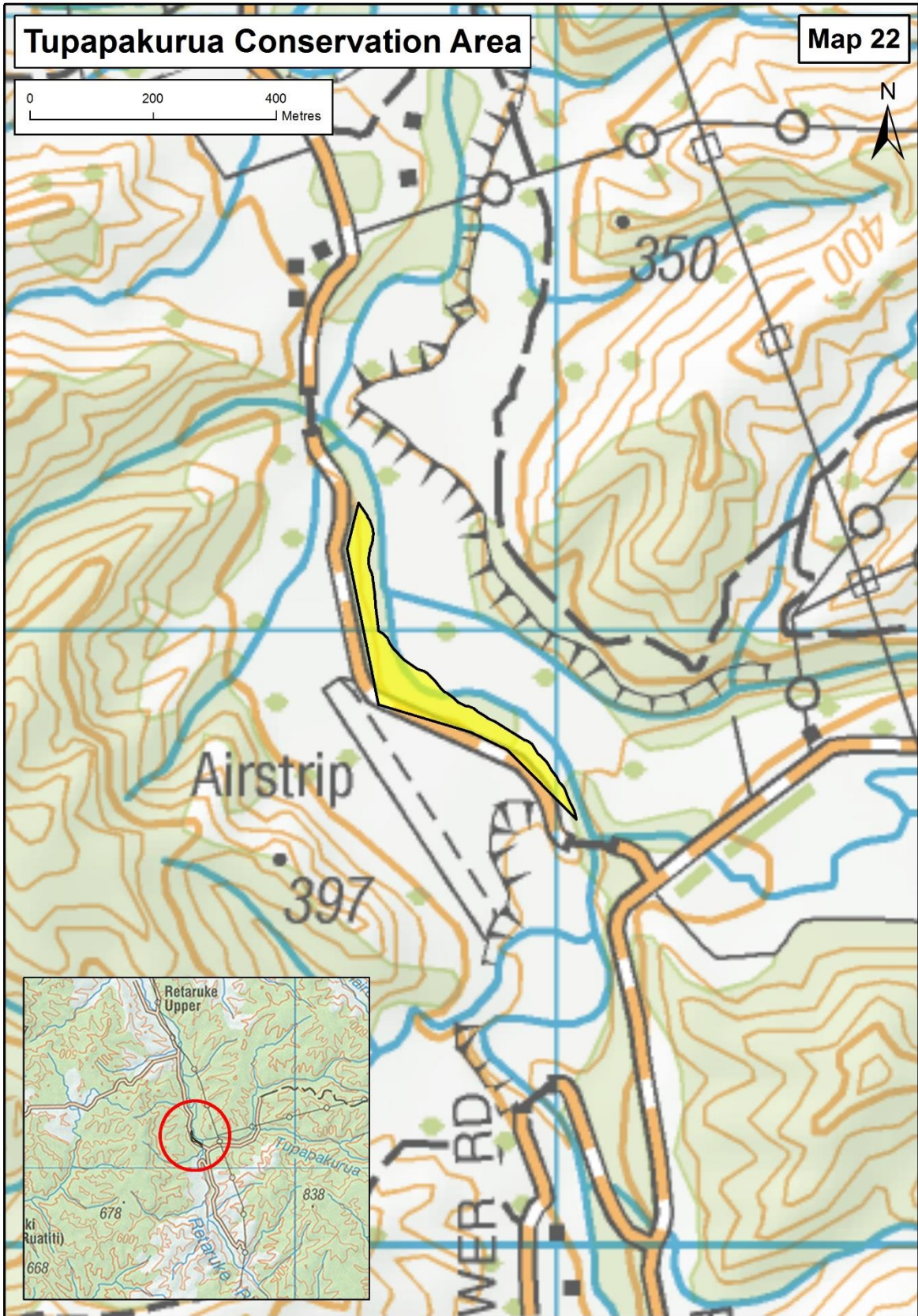




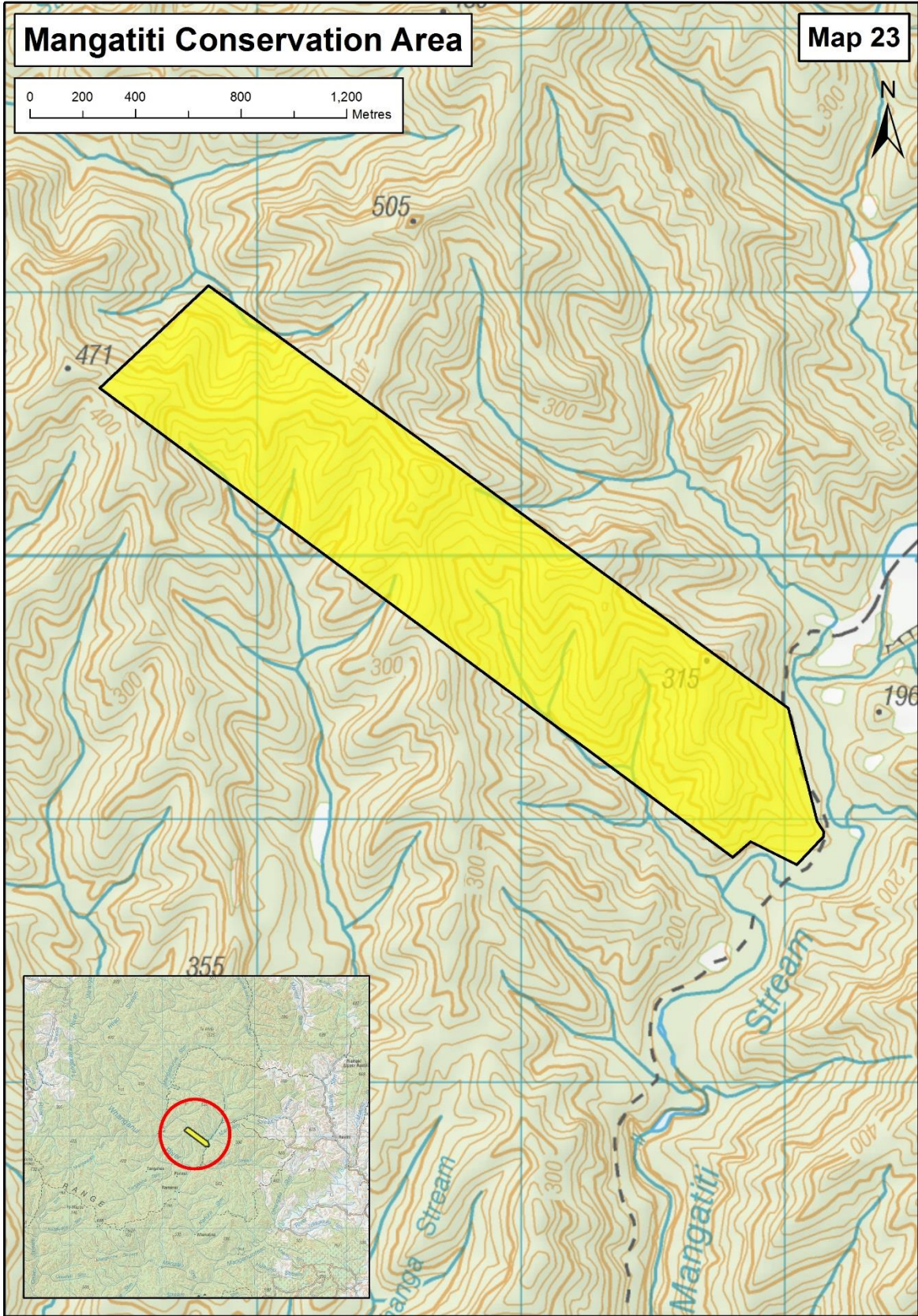


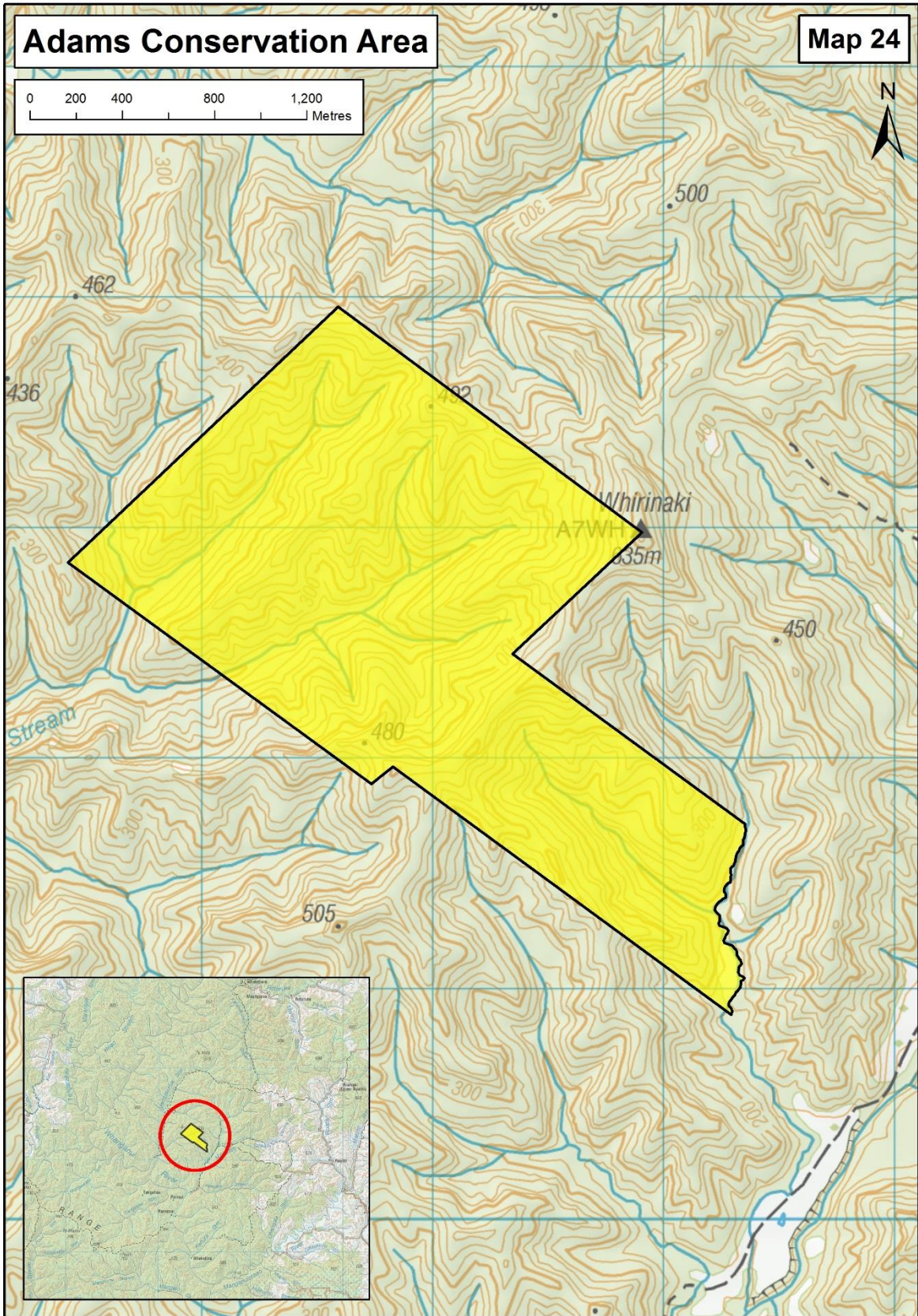




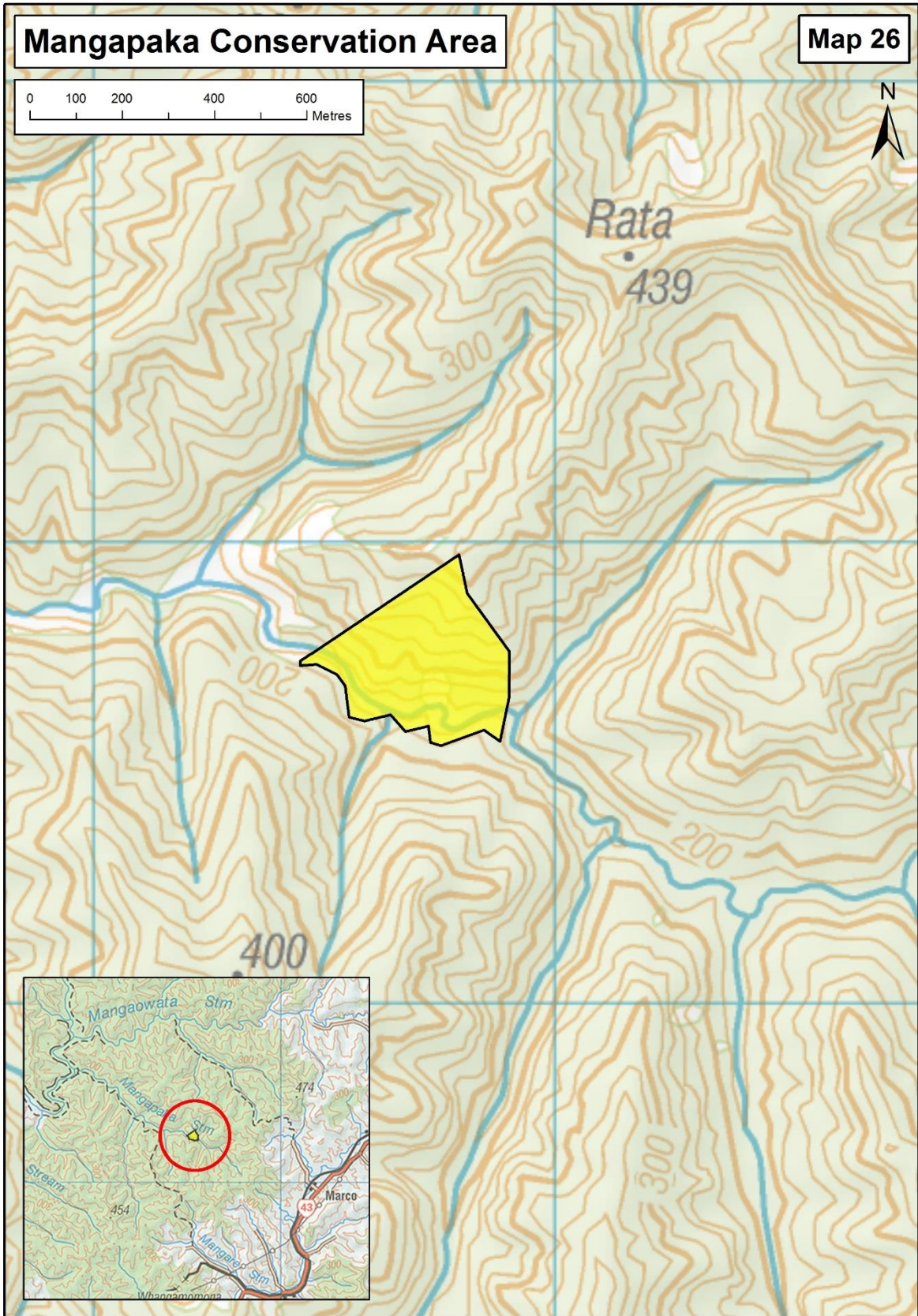


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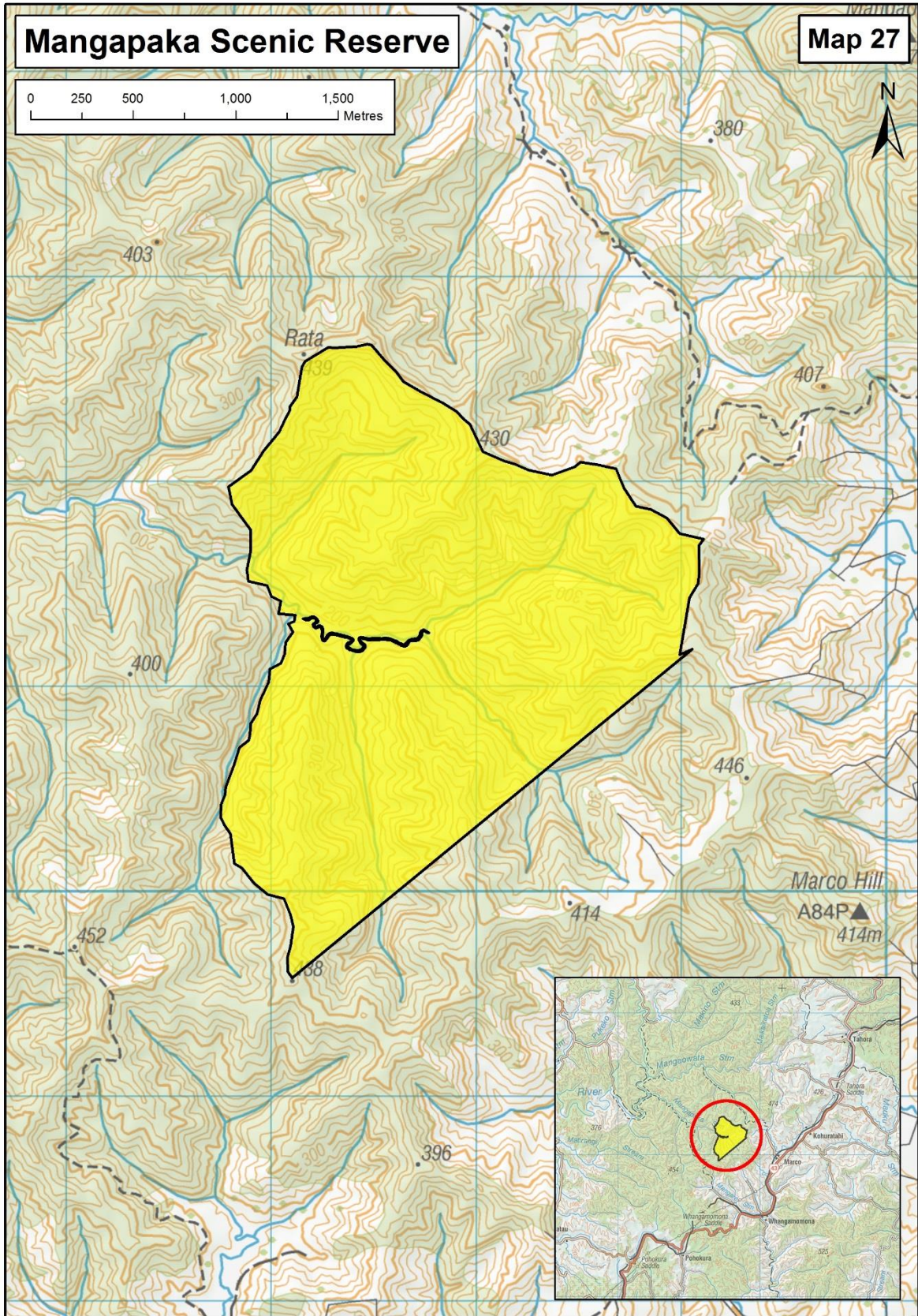


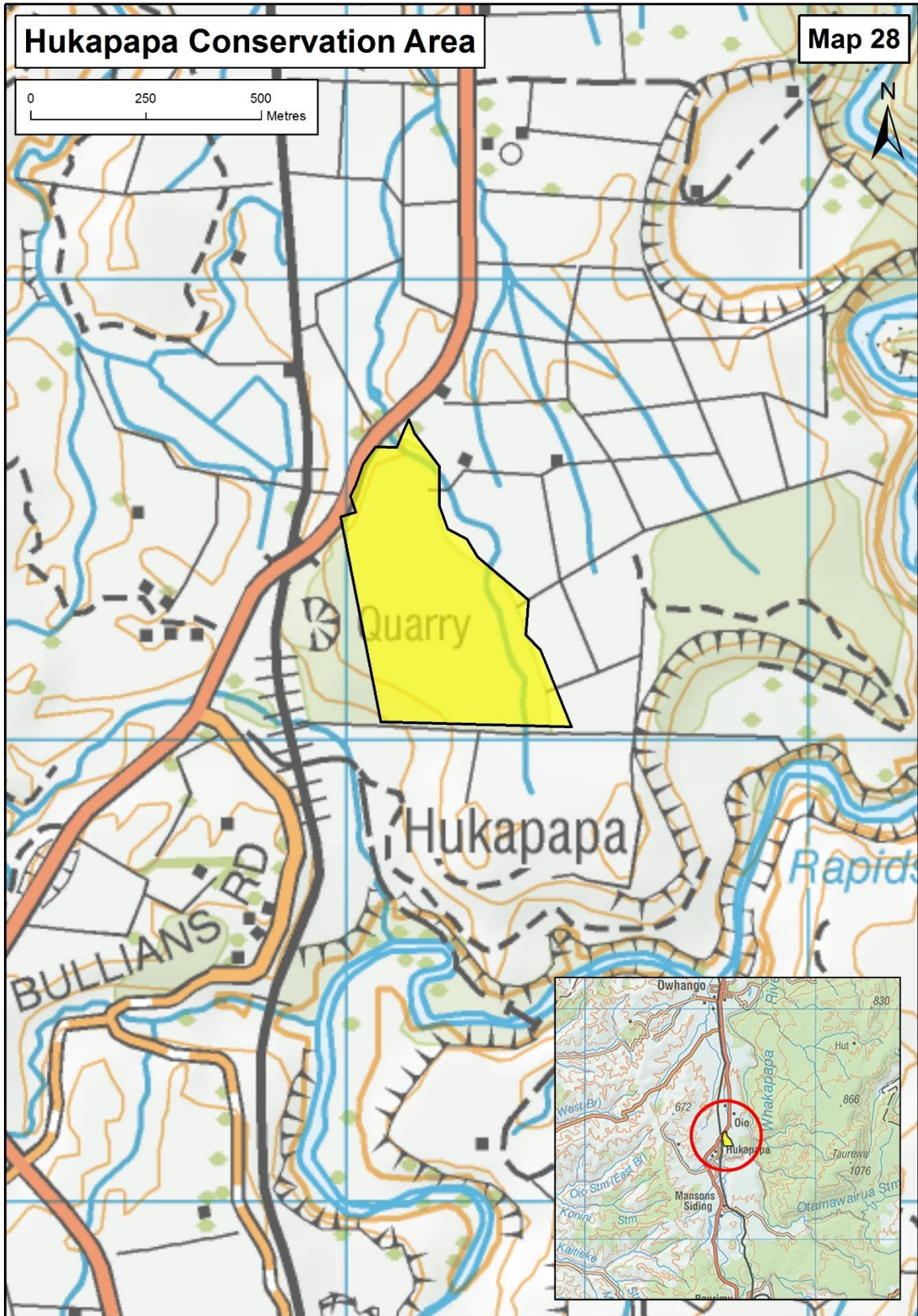




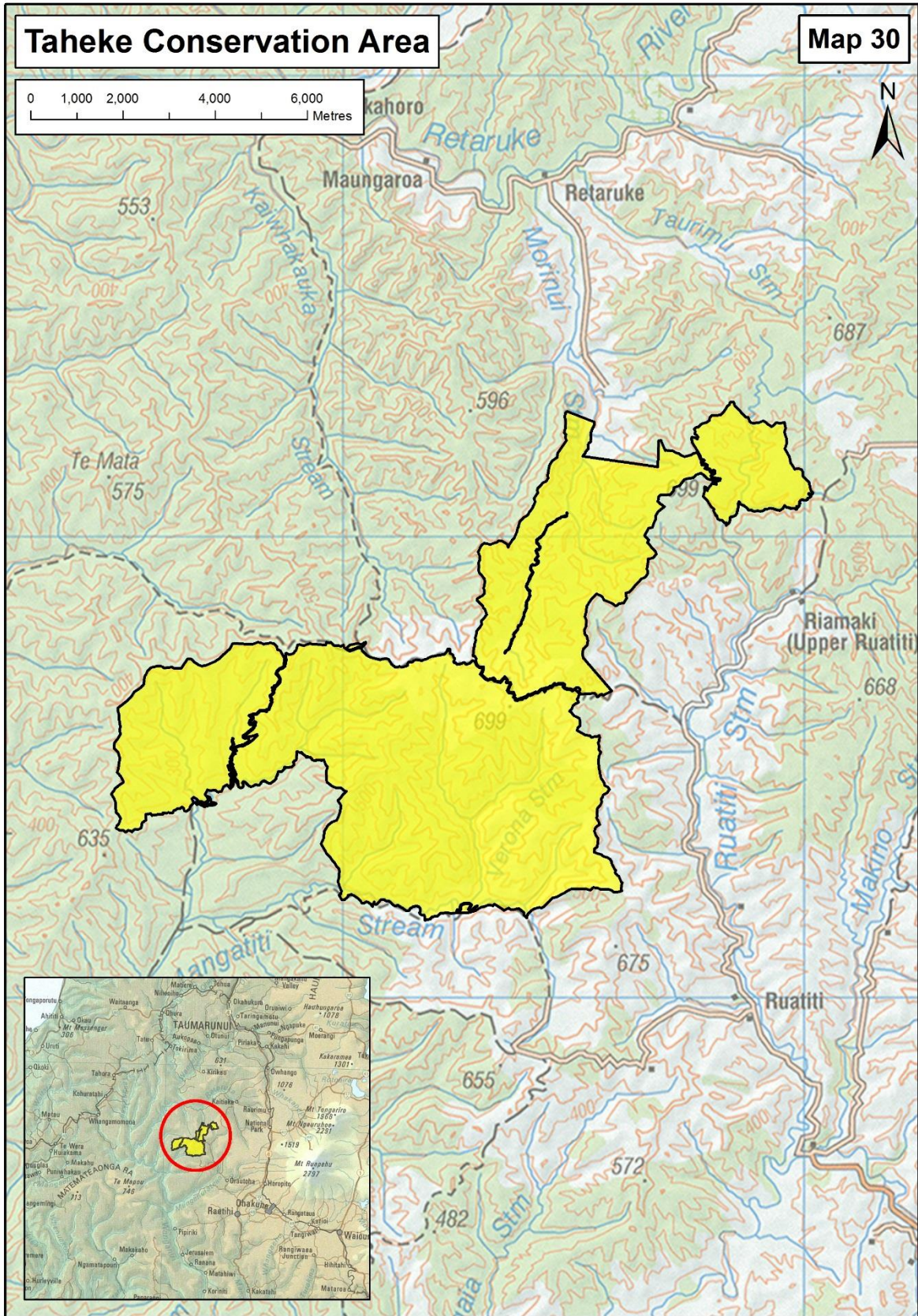


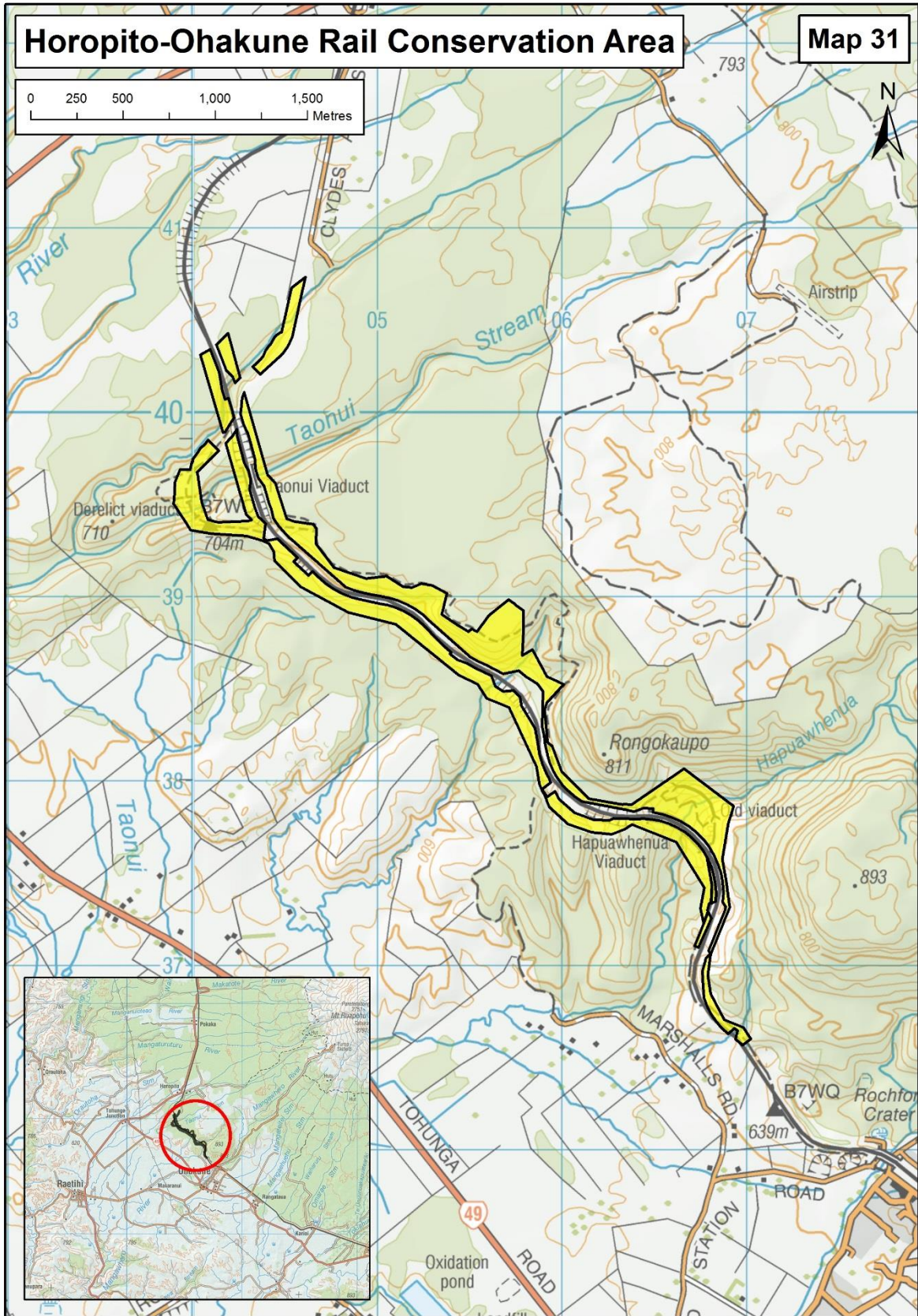
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