

**HERETAUNGA-TAMATEA**

**and**

**HE TOA TAKITINI**

**and**

**THE CROWN**

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**AGREEMENT IN PRINCIPLE  
TO SETTLE  
HISTORICAL CLAIMS**

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**11 June 2014**

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**He tohi...**

*Ka tohia atu rā ki te tohi nuku ki te tohi rangi  
Kia hoia koe te pūtiki whara  
Kia tiaia koe ki te manurererangi  
Te Rau o Tītapu kia pai ai koe te haere ki runga rā  
I rangahaua koe i te pō uriuri i te pō tangotango  
I rākaitia koe ki te piki kōtuku  
Te rau o te tōroa, te huia tītama  
Whākina e tama ngā kupu o te riri  
Ngā kupu o tawhiti he mea ka mau mai  
Ka kapiti ki runga e, ka kapiti ki raro e  
He pokanga nuku, he pokanga rangi  
Pou hihiko, pou rarama  
Tiaho i roto, mārāma i roto  
Tēnei te pou, te poutokomanawa  
Te pou o ēnei kōrero  
Hui te mārāma  
Hui te ora e<sup>1</sup>*

*Mā te hārotanga o te kāhu ki runga i te whenua, me ōna kanohi hōmiromiro, e kite iho ai nga rawa o Heretaunga hauku nui e takoto noa nei, tae noa atu ki ngā takahanga o Tamateapokaiwhenua. “Ki te hoe e hika mā, ki te hoe” koia rā ia nei te whakahauhau a He Toa Takitini ki ōna tāngata, ā, i tēnei wā ka kite atu te taonga māpuna nei, te mea e hiahiatia ana. Ka tika kia pēnei rā te takitaki hai tēnei wā kia tohia te taonga nei ki te tohi nuku ki te tohi rangi ...*

(With the unflinching eye of the hawk, the richness and potential of Heretaunga extending into the lands where Tamateapokaiwhenua trod, can be clearly observed. “Ki te hoe e hika mā” has been the cry of He Toa Takitini to its peoples and the much valued prize is now in view. It is right then that we dedicate this prize in the fashion of our ancestors such that it is invested with the power to attain its fullness).

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<sup>1</sup> Mitchell, T. *Takitimu – A History of Ngati Kahungunu*. Te Rau Press, Gisborne. Nō Te Whare Wānanga Whakatauirā o Te Waka Takitimu he Karakia Whakaeke.

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### 1 BACKGROUND

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

- 1.1 Heretaunga-Tamatea, on 25 August 2010, by undertaking consultation and meetings amongst claimant groups, mandated He Toa Takitini to negotiate a deed of settlement with the Crown settling the historical claims of Heretaunga-Tamatea.
- 1.2 The Crown conditionally recognised the mandate of He Toa Takitini on 15 October 2010 and, following further mandating hui for members of Heretaunga-Tamatea living outside the Heretaunga-Tamatea area of interest, the Crown unconditionally recognised this mandate on 4 February 2011.
- 1.3 The mandated negotiators of He Toa Takitini and the Crown agreed the scope, objectives and general procedures for the negotiations by terms of negotiation dated 19 December 2011.

#### **Te Whare Kōrero**

- 1.4 The mandated negotiators and the Crown agreed to provide the claimant community the opportunity to present their respective grievances to the Crown. On 5 – 8 June 2013 He Toa Takitini and the Crown jointly facilitated Te Whare Kōrero, presided over by the Hon Anand Satyanand and the Chief Crown Negotiator.

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

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

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

- 1.7 He Toa Takitini has –
  - 1.7.1 approved this agreement in principle; and
  - 1.7.2 authorised the mandated negotiators and the Executive of He Toa Takitini to sign it on their behalf.

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- 2.1 Heretaunga-Tamatea 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

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- 2.1.2 to work together in good faith to develop, as soon as reasonably practicable, a deed of settlement based on this agreement in principle. In particular, parties will work together to resolve any matters in relation to clause 3.5 of this agreement in principle, and agree or determine (where applicable) those matters under clauses 3.8 and 9.2; and
- 2.1.3 the deed of settlement is to be signed by or on behalf of Heretaunga-Tamatea, the governance entity, and the Crown.

### **3 SETTLEMENT**

#### **Settlement of historical claims**

- 3.1 The deed of settlement is to provide that, on and from the settlement date, –
  - 3.1.1 the historical claims of Heretaunga-Tamatea 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 Heretaunga-Tamatea, 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

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property with another property.

- 3.6 If the Crown is unable to confirm any redress contemplated by this agreement in principle due to overlapping claims, the parties may discuss alternative redress so that the nature of the redress contemplated by this agreement in principle is maintained so far as that is possible in the deed of settlement.
- 3.7 If any new redress is offered by the Crown in accordance with clause 3.6, Heretaunga-Tamatea acknowledge that clauses 3.5.1 and 3.5.2 apply to that redress.

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

- 3.8 The settlement documentation is to provide that the vesting or transfer of –
- 3.8.1 a redress property or a purchased deferred selection property will be subject to –
- (a) any further identification and/or survey required; and
  - (b) Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise); and
  - (c) sections 10 and 11 of the Crown Minerals Act 1991; and
  - (d) any relevant provisions included in the settlement documentation.
- 3.8.2 a redress property, will be subject to any encumbrance or right, in relation to that property that the settlement documentation either –
- (a) describes as existing at the date of the deed of settlement; or
  - (b) requires to be created on or before the settlement date; and
- 3.8.3 a purchased deferred selection property will be subject to any encumbrance or right, or obligation in relation to that property, that is either –
- (a) described in the disclosure information provided for that deferred selection property (and not varied during the pre-purchase period); or
  - (b) entered into by the Crown during the pre-purchase period; or
  - (c) required to be created under the settlement documentation on or before the settlement date.

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

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

## **5 CULTURAL REDRESS**

### **Cultural redress overview**

- 5.1 The cultural redress is intended to recognise the traditional, historical, cultural and spiritual associations of Heretaunga-Tamatea with places in their area of interest, and to enable Heretaunga-Tamatea and the Crown to protect and enhance the conservation values associated with these places. The cultural redress also establishes the basis for enduring relationships between Heretaunga-Tamatea and the Crown through agreements with core Crown agencies.

### **General**

- 5.2 All items of cultural redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed –
- 5.2.1 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
  - 5.2.2 any other conditions specified in the cultural redress tables provided below and set out in clauses 3.5, 3.8 and 9.2 of this agreement in principle.

### **Potential cultural redress properties**

- 5.3 The deed of settlement is to provide that the settlement legislation will vest in the governance entity those of the properties described in table 1 below as potential cultural redress properties that the parties agree are to be cultural redress properties.
- 5.4 If the parties agree a potential cultural redress property is to be vested as a cultural redress property, it will be vested in the governance entity on the basis provided in table 1 below.

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**Table 1 – Potential cultural redress properties\***

Name of area	General description/location	Conditions of vesting/specific conditions currently known
Lake Hatuma Conservation Area	100.1854 hectares, more or less, being Section 7, Block II, Motuotaraia Survey District 2.0690 hectares, more or less, being Lot 1 DP 7057. All computer freehold register HBK4/745	Vesting fee simple subject to being a recreation reserve
Purimu Lake Reservation Area	30.2000 hectares, more or less, being Section 1 SO 407230. All computer interest register 460049	Vesting fee simple subject to being a recreation reserve  Subject to continued administration and management by Fish and Game New Zealand
Lake Purimu Marginal Strip	0.4800 hectares, more or less, being Section 12 Block IX Motuotaraia Survey District	Vesting fee simple subject to recreation reserve status and amalgamation with Purimu Lake Recreation Reserve  Subject to continued administration and management by Fish and Game New Zealand
Blackhead Conservation Area	10.3192 hectares, more or less, being Town Sections 2, 4, 6, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 22, 24, 26, 28, 30, 31, 32, 33, 34, 35, 36, 38, 40, 42, 44, 46, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 56, 58, 60, 61, 62, 64, 65, 66, 67, 68, 69, 70, 71, 72, 74, 75, 76, 77, 78, 79, 80, 82, 83, 84, 85, 86, 87, 88, 89, 90, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 116, 117, 118, 119, 120, 121, 122, 124, 125, 126, 128 Town of Blackhead	Vesting fee simple
Parimahu Beach	0.7 hectares, approximately, being Crown land adjoining Part Lot 3 DP 8225, Part Lot 3 DP 8226 and Lot 3 DP 323165. Subject to survey 8.2 hectares, approximately, being Crown land adjoining Part Lot 3 DP 8226 and Part Pakowahi Block. Subject to survey	Vesting fee simple
Cape Kidnappers Nature	0.8 hectares, approximately,	Vesting and gift back to the



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Name of area	General description/location	Conditions of vesting/specific conditions currently known
Reserve	being Black Reef SO 8153 4.9441 hectares, more or less, being Section 2 Block III, Kidnapper Survey District. All computer interest register 640597	Crown
Cape Kidnappers Gannet Protection Area	7.9653 hectares, more or less, being Section 3 Block III, Kidnapper Survey District. All computer interest register 640598  2.5 hectares approximately, being Part Foreshore adjoining Section 3, Block III, Kidnapper Survey District and Part Lot 2 Deeds Plan 915. All <i>Gazette</i> notice 631798.1	Vesting and gift back to the Crown

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

- 5.5 The Crown offers the opportunity to explore redress with He Toa Takitini over –
- 5.5.1 the former Owhaoko C Block, part of Kaweka State Forest Park, subject to the resolution of overlapping claims; and
- 5.5.2 the former Te Koau Block, part of the Ruahine (East) Conservation Area, subject to the resolution of overlapping claims.

### Waterways

- 5.6 The Heretaunga-Tamatea area of interest boasts significant waterways including the Ngaruroro, Porangahau, Tutaekuri, Tukituki and Waipawa rivers and the Whatumā (Hatuma) and Purimu lakes.
- 5.7 The hapū of Heretaunga-Tamatea define themselves through these waterways. These waterways, which they consider taonga, lie at the heart of the spiritual and physical wellbeing and the identity and culture of Heretaunga-Tamatea. The hapū of Heretaunga-Tamatea have responsibilities to protect these waterways.
- 5.8 The deed of settlement is to provide for the following redress with respect to the waterways of significance to Heretaunga-Tamatea –
- 5.8.1 the vesting of Lake Hatuma Conservation Area, Purimu Lake Reservation Area and Lake Purimu Marginal Strip, on the terms set out in clauses 5.3 and 5.4 and table 1; and
- 5.8.2 a statutory acknowledgement in respect of the following rivers, on the terms set out in clauses 5.13 and 5.14 and table 3 –
- (a) Clive River and tributaries; and

## AGREEMENT IN PRINCIPLE

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- (b) Makaretu River and tributaries; and
  - (c) Maraetotara River and tributaries; and
  - (d) Ngaruroro River and tributaries; and
  - (e) Porangahau River and tributaries; and
  - (f) Tukipo River and tributaries; and
  - (g) Tukituki River and tributaries; and
  - (h) Tutaekuri River and tributaries; and
  - (i) Waipawa River and tributaries; and
  - (j) Karamu Stream and tributaries; and
  - (k) Maharakeke Stream and tributaries; and
- 5.8.3 a deed of recognition in respect of the following rivers, on the terms set out in clauses 5.15 and 5.16 and table 5 –
- (a) Clive River; and
  - (b) Ngaruroro River; and
  - (c) Tutaekuri River; and
  - (d) Karamu Stream; and
- 5.8.4 a protocol with the Department of Conservation, a relationship agreement with the Ministry for the Environment and a letter of recognition with the Ministry for Primary Industries, as set out in clauses 5.21–5.27 and 5.31–5.32; and
- 5.8.5 an on-account payment of [\$2 million] to establish a habitat restoration fund. This amount will form part of the redress amount as described in clauses 6.4 and 6.5.
- 5.9 Heretaunga-Tamatea will be entitled to appoint two members to the Hawke’s Bay Regional Planning Committee. The Bill to provide for implementation of the Government’s decision to establish the Hawke’s Bay Regional Planning Committee is currently proceeding through the parliamentary process.
- 5.10 The Resource Management Act 1991 offers Heretaunga-Tamatea the opportunity to develop planning documents recognised by an iwi authority as set out in section 61(2A)(a) (an iwi management plan). The Ministry for the Environment will provide technical support and guidance to He Toa Takitini to develop this plan upon request.

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5.11 The Crown agrees to continue to facilitate discussions between He Toa Takitini and Hawke's Bay local authorities to discuss the establishment of joint management agreements. These discussions will take place outside the Treaty settlement process.

### Overlay classification

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

5.12.1 declare the areas described in table 2 below as subject to an overlay classification; and

5.12.2 provide the Crown's acknowledgement of a statement of Heretaunga-Tamatea values in relation to each of the areas; and

5.12.3 require the New Zealand Conservation Authority and relevant conservation boards –

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

(i) the statement of Heretaunga-Tamatea values; and

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

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

(i) consult with the governance entity; and

(ii) have particular regard to its views as to the effect of the document on Heretaunga-Tamatea's values and the protection principles; and

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

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

**Table 2 – Overlay classification**

<b>Overlay areas to which the overlay classification is to apply</b>	<b>General description/location</b>
Cape Kidnappers Nature Reserve	Cape Kidnappers, Hawke's Bay
Cape Kidnappers Gannet Protection Area	Cape Kidnappers, Hawke's Bay
A'Deanes Bush Scenic Reserve	Makaretu Road, Hawke's Bay
Gwavas Conservation Area	Near Kereru, Hawke's Bay

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### Statutory acknowledgements

- 5.13 The deed of settlement is to provide for the settlement legislation to –
- 5.13.1 provide the Crown's acknowledgement of the statements by Heretaunga-Tamatea 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, to be substantially based on the statements included as schedule 5; and
  - 5.13.2 require relevant consent authorities, the Environment Court and the Historic Places Trust to have regard to the statutory acknowledgement; and
  - 5.13.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area; and
  - 5.13.4 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
  - 5.13.5 enable the governance entity, and any member of Heretaunga-Tamatea, to cite the statutory acknowledgement as evidence of Heretaunga-Tamatea'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>
Elsthorpe Scenic Reserve	Elsthorpe, Hawke's Bay
Hiranui Scenic Reserve	Hiranui Road, Wanstead, Hawke's Bay
Inglis Bush Scenic Reserve	Tukituki Road, Ashley Clinton, Hawke's Bay
Kahika Conservation Area	Near Middle Road, Poukawa, Hawke's Bay
Maraetotara Scenic Reserve	Maraetotara, Hawke's Bay
Maraetotara Gorge Scenic Reserve	Maraetotara Road, Maraetotara, Hawke's Bay
Matai Moana Scenic Reserve	Bush Road, Wallingford, Hawke's Bay
Mcleans Bush Scenic Reserve	Whangaehu Road, Porangahau, Hawke's Bay
Mohi Bush Scenic Reserve	Waipoapoa Road, Maraetotara, Hawke's Bay
Monckton Scenic Reserve	Ashley Clinton Road, Ashley Clinton, Hawke's Bay
Omāhu Conservation Area	Taihape Road, Pukehamoamoā, Hawke's Bay
Parkers Bush Scenic Reserve	Near Waipoapoa Road, Maraetotara, Hawke's Bay
Ruahine Forest (East) Conservation Area	Ruahine Forest Park
Springhill Scenic Reserve	McLeod Road, Springhill, Hawke's Bay
Te Aute Conservation Area	Middle Road, Te Aute, Hawke's Bay
Kaweka State Forest Park (part)	Kaweka Forest Park
Ruahine Forest Park *	Ruahine Forest Park
Clive River and tributaries	Hawke's Bay

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Statutory areas to which the statutory acknowledgement is to apply	General description/location
Makaretu River and tributaries	Hawke's Bay
Maraetotara River and tributaries	Hawke's Bay
Ngaruroro River and tributaries	Hawke's Bay
Porangahau River and tributaries	Hawke's Bay
Tukipo River and tributaries	Hawke's Bay
Tukituki River and tributaries	Hawke's Bay
Tutaekuri River and tributaries	Hawke's Bay
Waipawa River and tributaries	Hawke's Bay
Karamu Stream and tributaries	Hawke's Bay
Maharakeke Stream and tributaries	Hawke's Bay

\* Subject to an area not more than 15,000 hectares being defined by the Department of Conservation.

### 5.14 The statutory acknowledgements –

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

5.14.2 in relation to a river or stream, including a tributary –

(a) apply only to –

- (i) the continuously or intermittently flowing body of fresh water, including a modified watercourse, that comprises the river or stream; and
- (ii) the bed of the river or stream, which is the land that the waters of the river or stream cover at their fullest flow without flowing over the banks of the river or stream; but

(b) do not apply to –

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

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### Deeds of recognition

- 5.15 The deed of settlement is to require that the Crown provide the governance entity with the deeds of recognition in relation to the statutory areas referred to in tables 4 and 5 below to the extent that those areas are owned and managed by the Crown.
- 5.16 A deed of recognition will require the Minister of Conservation and the Director-General of Conservation and the Commissioner of Crown Lands as the case may be, when undertaking certain activities within a statutory area, to –
- 5.16.1 consult the governance entity; and
- 5.16.2 have regard to its views concerning Heretaunga-Tamatea's 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>
Elsthorpe Scenic Reserve	Elsthorpe, Hawke's Bay
Hiranui Scenic Reserve	Hiranui Road, Wanstead, Hawke's Bay
Inglis Bush Scenic Reserve	Tukituki Road, Ashley Clinton, Hawke's Bay
Kahika Conservation Area	Near Middle Road, Poukawa, Hawke's Bay
Maraetotara Scenic Reserve	Maraetotara, Hawke's Bay
Maraetotara Gorge Scenic Reserve	Maraetotara Road, Maraetotara, Hawke's Bay
Matai Moana Scenic Reserve	Bush Road, Wallingford, Hawke's Bay
Mcleans Bush Scenic Reserve	Whangaehu Road, Porangahau, Hawke's Bay
Mohi Bush Scenic Reserve	Waipoapoa Road, Maraetotara, Hawke's Bay
Monckton Scenic Reserve	Ashley Clinton Road, Ashley Clinton, Hawke's Bay
Omāhu Conservation Area	Taihape Road, Pukehamoamo, Hawke's Bay
Parkers Bush Scenic Reserve	Near Waipoapoa Road, Maraetotara, Hawke's Bay
Ruahine Forest (East) Conservation Area	Ruahine Forest Park
Springhill Scenic Reserve	McLeod Road, Springhill, Hawke's Bay
Te Aute Conservation Area	Middle Road, Te Aute, Hawke's Bay
Kaweka State Forest Park (part)	Kaweka State Forest Park
Ruahine Forest Park (part)	Ruahine Forest Park

**Table 5 – Deeds of recognition, issued by the Commissioner of Crown Lands**

<b>Statutory areas to which the deed of recognition is to apply</b>	<b>General description/location</b>
Clive River	Hawke's Bay
Ngaruroro River	Hawke's Bay
Tutaekuri River	Hawke's Bay
Karamu Stream	Hawke's Bay

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### Potential official geographic names

- 5.17 The deed of settlement is to provide for the settlement legislation to provide for each of the names listed in table 6 below to be the official geographic name of the feature, if the parties and New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa agree.

**Table 6** - Potential official geographic names

Existing official, recorded or local use geographic name	Potential official geographic name	General description of location/feature
Cape Kidnappers	Te Kauwae-a-Māui	Cape, east of Hastings, Hawke's Bay
Capstan Rock (local use name)	Muhuaka	Rock, Waimarama, Hawke's Bay
Flat Rock	Puapua	Rock, near Cape Kidnappers, Hawke's Bay
Hakakino (local use name)	Hakikino	Pā site, Waimarama, Hawke's Bay
Hawke Bay	Te Matau a Māui	Bay on east coast of North Island between Mahia Peninsula and Cape Kidnappers
Kuku Reef/Rocks (local use name)	Paparewa	Reef, Waimarama, Hawke's Bay
Lake Hatuma	Whatumā	Lake, Waipukurau, Hawke's Bay
Motuokoura	Motu-o-kura	Island off the coast of Waimarama, previously known as Bare Island, Hawke's Bay
Mount Erin	Kohinurākau and Kohinerākau	Hill, Kohinurakau Range, Hawke's Bay
Nga Puhake-o-te-ora (local use name)	Ngā Puha-ake-o-te-ora	Spring, Motuokura, Hawke's Bay
Ocean Beach (local use name)	Waipuka	Beach, Hawke's Bay
Puhokio Stream (local use name)	Pouhōkio	Stream, Waimarama, Hawke's Bay
Waihakura (local use name)	Waiākura	Pā site, Waimarama, Hawke's Bay

- 5.18 Heretaunga-Tamatea seek to have Waipūreku recognised as an official geographic name for the Hawke's Bay township with the current recorded geographic name Clive, and Heretaunga recognised as an official geographic name for the Hawke's Bay city with the current recorded geographic name of Hastings. Heretaunga-Tamatea acknowledge that as these potential name changes involve populated areas they must be pursued outside Treaty settlement negotiations. The potential place name changes will be explored with the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa.

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### Sites of significance on non-Crown land

- 5.19 The Crown offers the opportunity to explore with He Toa Takitini acknowledgement that Heretaunga-Tamatea have spiritual, cultural, historical and traditional values in relation to specified sites within their area of interest. These sites will be clearly identified and agreed before the deed of settlement. The acknowledgement will also be subject to the agreement of the registered proprietors of the acknowledgement areas. The acknowledgement will in no way interfere with or derogate from the rights of the registered proprietors associated with the acknowledgment areas.

### Relationship redress

- 5.20 Relationship redress acknowledges and supports the aspirations of Heretaunga-Tamatea for enhanced relationships with core Crown agencies. The forms of the relationship redress are set out in clauses 5.21 to 5.33.

### Protocols

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

**Table 7 – Protocols**

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

### Protocol with the Department of Conservation

- 5.23 The deed of settlement will provide for the Minister of Conservation to issue the governance entity with a protocol.
- 5.24 The parties intend that the protocol will enable the Department of Conservation and the governance entity to maintain a positive, collaborative and enduring relationship into the future.
- 5.25 The protocol will provide for the Department of Conservation to –
- 5.25.1 establish and maintain effective and efficient communication with the governance entity; and
  - 5.25.2 provide opportunities for the governance entity to be involved in any relevant conservation management strategy reviews or management plans within the protocol area; and
  - 5.25.3 work with the governance entity when providing public information, interpretation services and facilities for visitors on the land it manages; and



## **AGREEMENT IN PRINCIPLE**

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- 5.25.4 provide the governance entity with access to and use of cultural materials within the protocol area when required for cultural purposes, in accordance with relevant legislation; and
  - 5.25.5 work with the governance entity to preserve, protect and manage all marine mammals within the protocol area in accordance with the cultural protocols of Heretaunga-Tamatea and the responsibilities of the Department of Conservation; and
  - 5.25.6 work with Heretaunga-Tamatea to protect and restore water quality and prevent the contamination of freshwater; and
  - 5.25.7 work with Heretaunga-Tamatea in the conservation, management and research of freshwater fisheries and their habitats through the mechanisms outlined in the protocol; and
  - 5.25.8 recognise the cultural, historical and traditional association of Heretaunga-Tamatea with indigenous flora and fauna in the Protocol Area; and
  - 5.25.9 respect and protect the sites of significance to Heretaunga-Tamatea; and
  - 5.25.10 other matters as outlined in the protocol, attached as schedule 6, or agreed between the Department of Conservation and Heretaunga-Tamatea prior to the signing of the deed of settlement.
- 5.26 The protocol attached as schedule 6 will form the substantive base for the Protocol to be agreed between the Department of Conservation and Heretaunga-Tamatea prior to the signing of the deed of settlement.

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

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

## **AGREEMENT IN PRINCIPLE**

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### **Side letter agreement with the Ministry of Social Development**

- 5.28 The Ministry of Social Development will work with He Toa Takitini following the signing of the agreement in principle to develop a side letter agreement which will contain –
- 5.28.1 a commitment from the Ministry of Social Development to work with He Toa Takitini to identify opportunities to grow the Heretaunga-Tamatea cultural capacity; and
  - 5.28.2 details of a collaborative Te Reo initiative with the Work and Income East Coast Regional Office and tertiary providers. The initiative will seek to enable job seekers to undertake Te Reo classes.

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

- 5.29 The deed of settlement will provide for the Department of Internal Affairs (National Library and Archives New Zealand, and Births, Deaths and Marriages functions) and Museum of New Zealand Te Papa Tongarewa to enter into a letter of commitment with Heretaunga-Tamatea that focuses on the development and implementation of a shared vision and commitments with respect to the restoration and protection of taonga, and to develop a constructive relationship to facilitate access to, and protection of, information and taonga relating to Heretaunga-Tamatea.
- 5.30 Workplans with each of the agencies will outline commitments to specific taonga initiatives. The Te Papa workplan will outline commitments relating to providing assistance and advice on the repatriation initiatives for the Ngāti Mihiroa collection of taonga and the Te Poho o Kahungunu and Te Whare o Heretaunga whareniui.

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

- 5.31 The Crown, through the Ministry for Primary Industries, recognises that Heretaunga-Tamatea, as defined in schedule 1 paragraphs 1.3 and 1.4, which represents tangata whenua –
- 5.31.1 are entitled to have input into, and participate in, fisheries management processes that affect fish stocks in their area of interest and that are managed by the Ministry under fisheries legislation; and
  - 5.31.2 have a special relationship within their area of interest with all species of fish, aquatic life and seaweed and all such species being taonga of Heretaunga-Tamatea, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.
- 5.32 The deed of settlement will provide for the Ministry for Primary Industries to issue a letter of recognition that will outline how the Ministry for Primary Industries –
- 5.32.1 is working with hapū and iwi within the region extending from Mahia to Wairarapa, to develop fisheries management processes (including regional fora) to enable tangata whenua to have input into, and participate in –
    - (a) processes to address sustainability measures; and
    - (b) fisheries regulations; and

## **AGREEMENT IN PRINCIPLE**

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- (c) forum fisheries plans; and
  - (d) the establishment of marine protected areas; and
- 5.32.2 will ensure that Heretaunga-Tamatea has an opportunity to participate in any regional initiatives that provide for input and participation of hapū and iwi in the fisheries management processes and primary sector policy development led and undertaken by the Ministry for Primary Industries; and
- 5.32.3 will explore with He Toa Takitini the appointment of the Trustees of Heretaunga-Tamatea's governance entity to an advisory committee where there are fisheries sites of particular importance to Heretaunga-Tamatea.

### **Commitment to explore relationship with the Ministry of Education**

- 5.33 The Crown agrees to explore with He Toa Takitini whether there is an opportunity for collaboration to support digital learning within the Heretaunga-Tamatea area of interest. This opportunity will be provided through a workshop between parties following the signing of the agreement in principle. Any commitments developed during this workshop will be developed and implemented outside Treaty settlement negotiations.

### **Te Aute College**

- 5.34 The Crown acknowledges that issues relating to Te Aute College are of great importance to Heretaunga-Tamatea. The Minister for Treaty of Waitangi Negotiations agrees to facilitate a meeting between the Minister of Education and He Toa Takitini as soon as practicable to explore a pathway forward on matters relating to Te Aute College. This will take place outside of Treaty settlement negotiations.

### **Aorangi Māori Trust Board**

- 5.35 The Crown acknowledges that issues relating to the Aorangi Māori Trust Board are of great importance to Heretaunga-Tamatea. The Minister for Treaty of Waitangi Negotiations agrees to hold discussions with Heretaunga-Tamatea on matters related to the Aorangi Māori Trust Board. These discussions will take place outside of Treaty settlement negotiations.

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

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

## **6 FINANCIAL AND COMMERCIAL REDRESS**

### **General**

- 6.1 All items of commercial redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed –
- 6.1.1 the Crown confirming that any residual overlapping claim issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and
  - 6.1.2 any other conditions specified in the commercial redress tables provided below and set out in clauses 3.5, 3.8 and 9.2 of this agreement in principle.

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

- 6.2 Subject to any adjustment in accordance with clause 6.3, the deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the financial and commercial redress amount of \$100 million less –
- 6.2.1 the on-account payments referred to in clause 6.4; and
  - 6.2.2 the total of the transfer values (determined in accordance with the valuation processes in schedules 7 and 8) of any properties that the deed of settlement provides are commercial redress properties to be transferred to the governance entity on the settlement date.
- 6.3 The parties acknowledge that the financial and commercial redress amount in clause 6.2 may be adjusted in the deed of settlement depending on the number of cultural properties vested under part 5 of this agreement in principle.

### **On-account payments**

- 6.4 Upon the signing of this agreement in principle, the Crown agrees, subject to clause 6.5, to make available the following on-account payments to the governance entity in 6.5.1 for Heretaunga-Tamatea –
- 6.4.1 \$2 million to establish a habitat restoration fund; and
  - 6.4.2 \$3 million to invest in marae and education initiatives; and
  - 6.4.3 \$20 million, which He Toa Takitini intends to use to invest in the Ruataniwha Water Storage Scheme (**Ruataniwha Scheme**).
- 6.5 These on-account payments will be subject to the following conditions –
- 6.5.1 ratification of the governance entity to the satisfaction of the Crown; and
  - 6.5.2 the signing of a deed of on-account by the governance entity; and;

## AGREEMENT IN PRINCIPLE

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6.5.3 written confirmation of ratification by Heretaunga-Tamatea and the governance entity, according to the governance entity's constitutional document or documents, approving receipt of the on-account payment and investment of –

- (a) \$2 million to establish a habitat restoration fund (for the \$2 million payment only); and
- (b) \$3 million for marae and education initiatives (for the second \$3 million payment only); and
- (c) \$20 million dollars in the Ruataniwha Scheme (for the \$20 million payment only); and

6.5.4 confirmation to the satisfaction of the Crown from relevant agencies that the Ruataniwha Scheme will proceed to construction (for the \$20 million payment only).

6.6 Heretaunga-Tamatea acknowledges that the Crown has not advised, nor is it endorsing, any decision Heretaunga-Tamatea may make to invest in the Ruataniwha Scheme.

### **Potential commercial redress properties**

6.7 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 8 below as potential commercial redress properties that the parties agree are to be commercial redress properties.

6.8 If a commercial redress property to be transferred to the governance entity is licensed land, the settlement documentation is to provide –

6.8.1 the licensed land is to cease to be Crown forest land upon registration of the transfer; and

6.8.2 from the settlement date, the governance entity is to be, in relation to the licensed land, –

- (a) the licensor under the Crown forestry licence; and
- (b) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and
- (c) entitled to the rental proceeds under the Crown forestry licence since the commencement of the licence.

## AGREEMENT IN PRINCIPLE

**Table 8 – Potential commercial redress property\***

<b>Landholding agency</b>	<b>Property name/address</b>	<b>General description/location</b>	<b>Conditions of transfer/specific conditions currently known</b>
LINZ	Kaweka Crown forest licensed land	Lot 1 DP 21218 Lot 1 DP 21454 Lot 1 DP 21522 Lot 1 DP 21612 Lot 1 DP 21613	Subject to overlapping claims resolution
LINZ	Gwavas Crown forest licensed land	Lot 1 DP 21614 Lot 1 DP 21615 Lot 2 DP 21615 Lot 3 DP 21615 Lot 4 DP 21615 Lot 1 DP 21416	Subject to overlapping claims resolution
Office of Treaty Settlements Landbank	Pukeora Block	38.8700 hectares, more or less, being Part Lot 1 DP 25272. Balance computer freehold register HBW1/753. Subject to survey  51.1760 hectares, more or less, being Lots 4 and 5 DP 25272. Part Transfer 674283.2	
Office of Treaty Settlements Landbank	204 Southampton Street, Hastings	0.3078 hectares, more or less, being Sections 1, 2 and 3 SO 6540. All computer freehold register HBM3/350	
Office of Treaty Settlements Landbank	Boston Crescent/Arklow Place, Flaxmere	2.1955 hectares, more or less, being Section 1 SO 414715. All computer interest register 464955	
Office of Treaty Settlements Landbank	54 & 58 Tarbet Street, Hastings	0.3493 hectares, more or less, being Section 1 SO 414715. All computer interest register 464956	
Office of Treaty Settlements Landbank	133 York Street, Flaxmere (Vacant land zoned 'Plains Zoned')	5.0760 hectares, more or less, being Section 1 SO 454705. All computer freehold register 621786  0.5917 hectares, more or less, being Section 9 SO 454705. All computer freehold register 604827	

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

## AGREEMENT IN PRINCIPLE

6.9 In relation to the Kaweka and Gwavas Crown forest licensed land commercial redress, the Crown offers –

6.9.1 the opportunity to explore, in discussion with the Ahuriri Hapū, represented in negotiations by Mana Ahuriri Incorporated, an arrangement for the joint ownership and/or management of the Kaweka and Gwavas Crown forest licensed land for inclusion in the Ahuriri Hapū and/or the Heretaunga-Tamatea deeds of settlement; or

6.9.2 the opportunity to purchase part of or all of the Gwavas Crown forest licensed land should the arrangement referred to in clause 6.9.1 not proceed.

### Potential deferred selection properties

6.10 The deed of settlement is to provide the governance entity may, for two years after the settlement date, purchase at an agreed transfer value (based upon an agreed market value determined under a valuation process specified in the deed of settlement) the property described in table 9 below as a potential deferred selection property if the parties agree it is to be a deferred selection property.

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

Landholding agency	Property name/address	General description/location	Conditions of transfer/specific conditions currently known
Department of Corrections	Hawke's Bay Regional Prison, being, 138 Mangaroa Road Hastings 4174	4.1686 hectares, more or less, being Lot 3 DP 14556. All computer freehold register HBH1/178	Subject to agreement by Department of Corrections
		4.1765 hectares, more or less, being Lot 2 DP 14556. All computer freehold register HBH1/177	
		4.1750 hectares, more or less, being Lot 1 DP 14556. All computer freehold register HBH1/176	
		4.0473 hectares, more or less, being Lot 2 DP 13700. All computer freehold register HBF2/359	
		4.0468 hectares, more or less, being Lot 1 DP 13700. All computer freehold register HBF2/358	
		10.4821 hectares, more or less, being Lot 1 DP 16141. All computer freehold register HBH4/778	

## AGREEMENT IN PRINCIPLE

Landholding agency	Property name/address	General description/location	Conditions of transfer/specific conditions currently known
		<p>9.3758 hectares, more or less, being Lot 5 DP 13700. All computer freehold register HBF2/362</p> <p>5.4228 hectares, more or less, being Lot 1 DP 11473. All computer freehold register HBC1/501</p> <p>26.9542 hectares, more or less, being Part Lot 44 DP 1851, Parts Lot 1 DP 12677 and Section 1 SO 9434. All computer freehold register HBP4/509</p> <p>10.1784 hectares, more or less, being Lot 2 and part Lot 3 DP 12677. Balance computer freehold register HBH2/1096. Subject to survey</p> <p>9.1838 hectares, more or less, being Lot 2 DP 6398. All computer freehold register HBP1/753</p>	

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

- 6.11 If a deferred selection property to be transferred to the governance entity is a leaseback deferred selection 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 date of settlement of the deferred selection property –
- 6.11.1 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
  - 6.11.2 at its initial annual rent determined or agreed in accordance with the valuation process specified in the deed of settlement (plus GST, if any, on the amount so determined or agreed).
- 6.12 If the property described in table 9 is not available as a deferred selection property in the deed of settlement, it will be the subject of the right of first refusal set out in clause 6.13.



## AGREEMENT IN PRINCIPLE

### Right of first refusal

6.13 If the property in table 9 is not available as a deferred selection property, the settlement documentation is to provide that –

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

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

**Table 10 – Potential RFR property\***

Landholding agency	Property name/address	General description/location
Department of Corrections	Hawke's Bay Regional Prison, being, 138 Mangaroa Road Hastings 4174	4.1686 hectares, more or less, being Lot 3 DP 14556. All computer freehold register HBH1/178
		4.1765 hectares, more or less, being Lot 2 DP 14556. All computer freehold register HBH1/177
		4.1750 hectares, more or less, being Lot 1 DP 14556. All computer freehold register HBH1/176
		4.0473 hectares, more or less, being Lot 2 DP 13700. All computer freehold register HBF2/359
		4.0468 hectares, more or less, being Lot 1 DP 13700. All computer freehold register HBF2/358
		10.4821 hectares, more or less, being Lot 1 DP 16141. All computer freehold register HBH4/778
		9.3758 hectares, more or less, being Lot 5 DP 13700. All computer freehold register HBF2/362
		5.4228 hectares, more or less, being Lot 1 DP 11473. All computer freehold register HBC1/501
		26.9542 hectares, more or less, being Part Lot 44 DP 1851, Parts Lot 1 DP 12677 and Section 1 SO 9434. All computer freehold register HBP4/509
		10.1784 hectares, more or less, being Lot 2 and part Lot 3 DP 12677. Balance computer freehold register

## AGREEMENT IN PRINCIPLE

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Landholding agency	Property name/address	General description/location
		HBH2/1096. Subject to survey  9.1838 hectares, more or less, being Lot 2 DP 6398. All computer freehold register HBP1/753

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

## 7 OVERLAPPING CLAIMS PROCESS

### Process for resolving overlapping claims

- 7.1 The development of this agreement in principle has been informed by the overlapping claims process set out in attachment 2, which the parties have agreed to implement.
- 7.2 The Crown is ultimately responsible and accountable for the overall overlapping claims process and it must act in accordance with its Treaty obligations. The Crown –
- 7.2.1 has a duty to act in good faith to other claimant groups (including those who have already settled with the Crown (the **settled groups**)) who have interests in the Heretaunga-Tamatea area of interest (refer attachment 1); and
  - 7.2.2 must ensure it actively protects the interests of other claimant groups (whether already mandated or not) and settled groups; and
  - 7.2.3 must avoid unreasonably prejudicing its ability to reach a fair settlement with other claimant groups in the future, while not unduly devaluing the settlement of other settled groups and with Heretaunga-Tamatea.
- 7.3 Following the signing of this agreement in principle, parties will work together with overlapping claimants and settled groups to resolve any remaining overlapping claims matters. If after working together the overlapping claims remain unresolved, the Crown may have to make a final decision. In reaching any decisions on overlapping claims the Crown is guided by two general principles –
- 7.3.1 the Crown's wish to reach a fair and appropriate settlement with Heretaunga-Tamatea without compromising the existing settlements of settled groups; and
  - 7.3.2 the Crown's wish to maintain, as far as possible, its capability to provide appropriate redress to other claimant groups and achieve a fair settlement of their historical claims.
- 7.4 The process for resolving remaining overlapping claims matters is set out in attachment 2.

## **8 INTEREST AND TAX**

### **Interest**

- 8.1 The deed of settlement is to provide for the Crown to pay the governance entity, on the settlement date, interest on the –
- 8.1.1 financial and commercial redress amount including the on-account payment amounts described in clause 6.4; and
  - 8.1.2 financial and commercial redress amount less the on-account payment amounts described in clause 6.4.
- 8.2 The interest under clause 8.1.1 is payable for the period –
- 8.2.1 beginning on the date of this agreement in principle; and
  - 8.2.2 ending on the day the on-account payment in clause 6.4 is made.
- 8.3 The interest under clause 8.1.2 is payable for the period –
- 8.3.1 beginning on the day immediately after the on-account payment in clause 6.4 is made; and
  - 8.3.2 ending on the day before the settlement date.
- 8.4 The interest amounts payable under clauses 8.2 and 8.3 are –
- 8.4.1 payable 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; and
  - 8.4.2 subject to any tax payable; and
  - 8.4.3 payable after withholding any tax required by legislation to be withheld.

### **Tax**

- 8.5 Subject to the Minister of Finance's consent, the deed of settlement is to provide that the Crown must indemnify the governance entity for any Goods and Services Tax or income tax payable in respect of the provision of Crown redress.
- 8.6 The governance entity agrees that neither it, nor any other person, will claim with respect to the provision of Crown redress –
- 8.6.1 an input credit for Goods and Services Tax purposes; or
  - 8.6.2 a deduction for income tax purposes.

## **9 NEXT STEPS**

### **Disclosure information**

- 9.1 The Crown will, as soon as reasonably practicable, prepare and provide to Heretaunga-Tamatea disclosure information in relation to –
- 9.1.1 each potential cultural redress property; and
  - 9.1.2 each potential commercial redress property.

### **Resolution of final matters**

- 9.2 The parties will work together to agree, as soon as reasonably practicable, all matters necessary to complete the deed of settlement, including agreeing on or determining as the case may be –
- 9.2.1 the terms of the –
    - (a) historical account; and
    - (b) Crown's acknowledgement and apology; and
  - 9.2.2 the cultural redress properties, the commercial redress properties, the potential deferred selection property or the potential RFR property (as the case may be), from the potential properties provided in the relevant table, and if applicable, any conditions that will apply; and
  - 9.2.3 the transfer values of the commercial redress properties (in accordance with the valuation process in schedules 7 and 8, or by another valuation process as agreed in writing between the landholding agency and Heretaunga-Tamatea); and
  - 9.2.4 the terms of a registrable ground lease for any leaseback property; and
  - 9.2.5 the official geographic names from the potential official geographic names in the redress table; and
  - 9.2.6 the terms of the following (which will, where appropriate, be based on the terms provided in recent settlement documentation) –
    - (a) the cultural redress; and
    - (b) the transfer of the commercial redress properties; and
    - (c) the 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

## **AGREEMENT IN PRINCIPLE**

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

(e) the tax indemnity; and

9.2.7 the following documents –

(a) the statements of Heretaunga-Tamatea's values and the protection principles in relation to the overlay classification areas; and

(b) Heretaunga-Tamatea's statements of association for each of the statutory areas; and

(c) the deeds of recognition; and

(d) the protocols; and

(e) the relationship agreement with the Ministry for the Environment; and

(f) the letter of commitment with the Department of Internal Affairs and the Museum of New Zealand Te Papa Tongarewa; and

(g) the letter of recognition with the Ministry for Primary Industries; and

(h) the settlement legislation; and

9.2.8 all other necessary matters.

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

9.3 Heretaunga-Tamatea will, as soon as reasonably practicable after the date of this agreement –

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

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

## **10 CONDITIONS**

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

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

10.1.1 Cabinet agreeing to the settlement and the redress; and

10.1.2 the Crown being satisfied Heretaunga-Tamatea have –

## **AGREEMENT IN PRINCIPLE**

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- (a) established a governance arrangement that –
  - (i) is appropriate to receive the redress; and
  - (ii) provides for Heretaunga-Tamatea –
    - (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) a governance arrangement 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 Heretaunga-Tamatea's behalf.

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

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

## **11 GENERAL**

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

- 11.1 This agreement in principle –
- 11.1.1 is entered into on a without prejudice basis; and
  - 11.1.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal; and
  - 11.1.3 is non-binding; and
  - 11.1.4 does not create legal relations.

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

- 11.2 The Crown or the mandated negotiators, on behalf of Heretaunga-Tamatea, may terminate this agreement in principle by notice to the other.

## **AGREEMENT IN PRINCIPLE**

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

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

### **Definitions**

11.5 In this agreement in principle –

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

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

### **Interpretation**

11.6 In this agreement in principle –

11.6.1 headings are not to affect its interpretation; and

11.6.2 the singular includes the plural and vice versa.

11.7 Provisions in –

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

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

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**AGREEMENT IN PRINCIPLE**

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

SIGNED for and on behalf of the Crown:



Hon Christopher Finlayson  
Minister for Treaty of Waitangi Negotiations

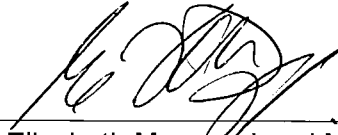


Murder Māori Affairs

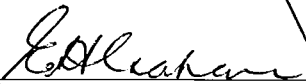
SIGNED for and on behalf of He Toa Takitini:



Dr David Tipene Leach, Chair  
Rongomaraeroa Marae



Elizabeth Munree, Lead Negotiator



Elizabeth Graham, Deputy Chair  
Pukehou Marae



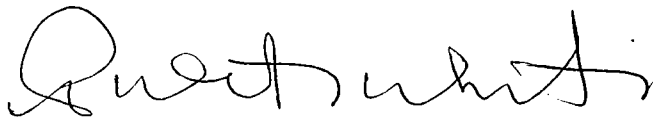
Peter Paku, Negotiator  
Ruahāpia Marae



Margaret McGuire, Executive Member  
Kohupātiki Marae



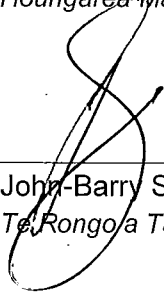
Brian Morris, Negotiator  
Rakautāhahi Marae



Hinehau WhitiWhiti, Executive Member  
Omahu Marae



Tanira Te Au, Executive Member  
Houngarea Marae

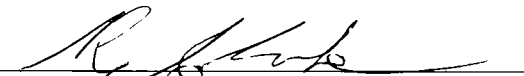


John-Barry Smith, Executive Member  
Te Rongo a Tahu Marae




AGREEMENT IN PRINCIPLE

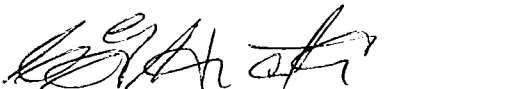
Signatories for Heretaunga-Tamatea

  
Robert Clarke, Taumata Member  
Taraia Marae

  
Ngāmoa Gillies, Taumata Member  
Waimārama Marae


  
Tom Mulligan, Taumata Member  
Matahiwi Marae

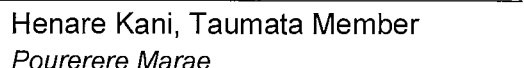
  
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Mataweka Marae


  
Cordry Huata, Taumata Member  
Mangaroa Marae

  
Lisa Tuhi, Taumata Member  
Te Awhina Marae

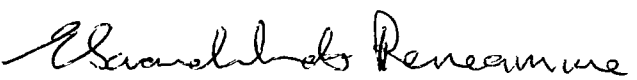
  
Kevin Tamati, Taumata Member  
Korongatā Marae

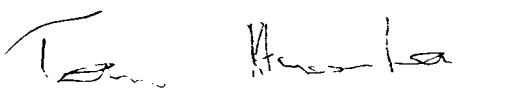
  
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Kairākau Lands Trust

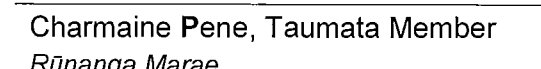
  
Henare Kani, Taumata Member  
Pourerere Marae


  
Waireamana Kara, Taumata Member  
Tapairu Marae


  
Tipene Hēperi, Taumata Member  
Aorangi Maori Trust Board

  
Erin Sandilands, Taumata Member  
Whatuiāpiti Marae

  
Tama Huata, Taumata Member  
Waipatu Marae


  
Charmaine Pene, Taumata Member  
Rūnanga Marae

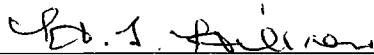
  
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Kahurānaki Marae

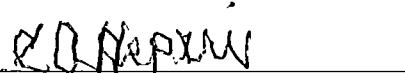
  
Kellie Jessup, Taumata Member  
Mihiroa Marae

AGREEMENT IN PRINCIPLE


  
Owen Jerry Hāpuku

  
Rerekohu Ahiahi Robertson


  
Haami Hilton

  
Ahirangi Mokaiohungia Hēperi

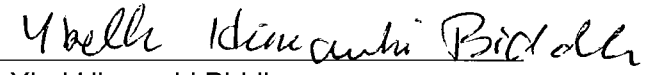
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Lily Haana Wilcox

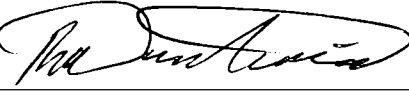
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Lillian Stone

Mārei Apatu

  
Ybel Hineawhi Biddle

  
Arapata Hakiwai

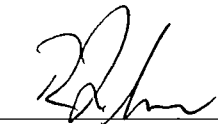
  
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Dj Piri SciaScia

  
Winipera Mauger

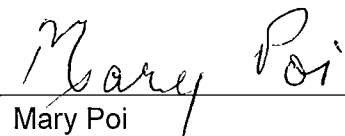
  
Donald Ihaia Hutana

  
Te Rangikauia Tipene-Stevenson

  
Rangitane Kakaho Tipene-Matua

  
Ida Ngaruhe Tangiora

  
Baden Barber

  
Mary Poi

AGREEMENT IN PRINCIPLE

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\_\_\_\_\_  
Ripia Waaka

*Edina Hilton*

\_\_\_\_\_  
Edina Hilton

*Te Harawira Hāronga*  
Te Harawira Hāronga

\_\_\_\_\_  
Mere Roe

*M. Kupa*

\_\_\_\_\_  
Mare Kupa

\_\_\_\_\_  
Miti Rapaea

*Meafou Clarke*  
Meafou Clarke

*David Stone (Snr)*  
\_\_\_\_\_  
David Stone (Snr)

*Marta Blanche*

**SCHEDULES**

*Ellis Aole*

Marian Russell

Soney Paul

Te Raera A. Gerris

Caroline May Kaurik

H. Muriata ata Maxwell (Mihuroa)

Areta Tetua (Mihuroa moae)

Paora Sharples

Susan Sharples Teoley (Te Rongo a Tahu)

William

Charles Robert/Ropitini

Elizabeth Aokens (Maaka)

Alan

Wakirangi Jannis (Mihuroa)

Maata Aslett (Mangoroa)

Kaupa Teaniki  
Letty Fiecher

Moakere Phillips (Hāngarewa Marae)

Wanda Munnings Rogers (Wangapara Marae)

Leonard Arthur Sae.

T.M. Hutey

Aimani P. Hutey

John Meri Teaman Apou.

~~John~~ ~~Meri~~ ~~Teaman~~ ~~Apou~~

Puhinga i Je Rang; See-Noodata

Andy Abel

Georgie Huatahi (Teke) Eldridge

Tekurakama Meri Ahuata Chuchward Bone U

Meri Leane Waldes.

N & Samikoro.

John.

Betty Linylet

Dr. Lynne Mervana Russell.

Freedom Keatiana

Fin Johnson

Lenis Johnson

John.

Georgina Makoare.

Mouche Raima Smith.

John  
Janis Solensen Taku.

Robert Mac Donald

Adah Mohi-McGeown  
Dorise Prentice (Mohi)  
Waphre Necho Neche.

BR Spaul. (Waimarama)

Off Guel's Waimarama.

Ani Tapatu Gibbs (nee Kani) Waimarama  
E119 PPKY

John John (Pohatu Patau)

Max Allen

~~John John~~  
Kate Bennett

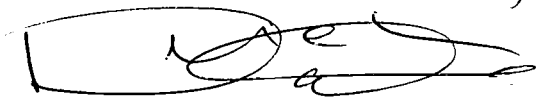
John Bennett Waimarama

John Bennett

Ngahiriwa (Russell) Tai Tin  
Mau Itani Papa Tai Tin

Wiremu Te Potiki James Tai Tin  
Maurits Te Rimo Kara Tai Tin  
Ngahiriwa Tai Tin  
Puhia-i-te-rangi Tai Tin

Paul Eructi James Watson  
Te Amekura Tayla Kararaina Watson.

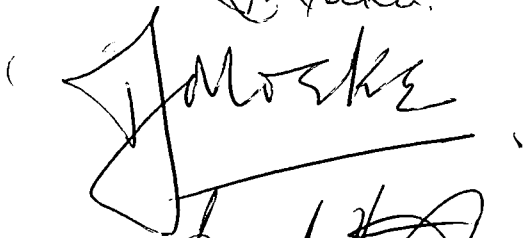
  
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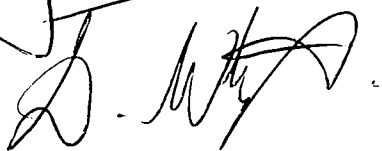
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Waimatua Huriana Monis

Ipuku

Ipuku

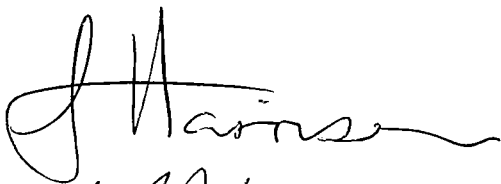




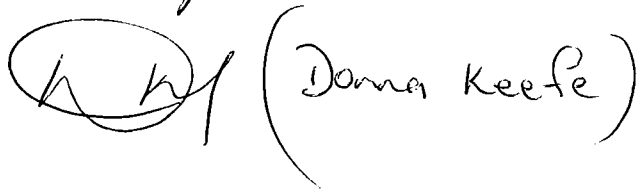


Quimogewe

Invercargill



L. J. Pakipati

 (Donna Keefe)

D. L. Whataura Quenda Whataura

Angelina Tangiora Tekeke



Te Rangitahi

+ Rangitahi + a hua + w a

~~Tipene~~

Tipene Matua

Le Rangitahi Tipene Matua

Hineiwakarata Tipene Matua

Te Uira Waipari Ket Stephens

Anthony Tipene

Heta Tipene

Taurito Hutana Tichborne

Orlando Te Ononga MacDonald



Petera Hakawai

Arihana Hakawai

Tipene Kopua - Smith

~~Tipene~~ Waipari

Kurini Cooke

Rimiroana Waipari



Tamaiawhitia Hokianga

Waerea Hokianga

Zion Pihora

Lebra WAEREA

Lena Helama Waerea

Huih Libya Huata Huata

Obana Te Ora rangi o Te Mata o Rongokako Tamihana Huata

Takora Waerea

LEE KHAUS WAEREA

MAKI-ITE-RARU-HUATA ROPITINI

Heke Juroa Pnache Huata ~~Ratana~~

ELISON HUATA

~~Brown~~

Manukatea Hokianga

Thompson Ratima Hokianga Huata

ERIKKA EDDIE HUATA

~~Left~~

Te Ana Rere-Yai Rangihuna

Rangihuna Te Ara-Aipeka

Justyes Snow-Pere ~~Penet~~

ANNIE COOKE ~~Left~~

Riki Huata R Huata

Sydney Harris R Harris

Emerson Taki

~~Left~~

~~Simon~~  
~~[Signature]~~  
E. H. NUKU

HP Beckett.

De Rangimarie

J. A. Ngata

Opal Hall

~~[Signature]~~

Oh Chodwick

V. K. Brown

V. C. [Signature]

R. C. [Signature]

~~[Signature]~~

~~[Signature]~~

~~W.A.~~  
Pymalony

~~John~~  
~~Abner~~

~~Am. Vene.~~

~~J. Orma~~

~~TANNAI RIAI JOHNSON (Koko)~~

~~Luzell~~

~~Sharon~~

~~Jillmai Munro~~

~~Rukihana Munroe~~

~~Hanawera Scott~~

~~Walter~~

~~P. Hupre~~

~~L. Peckey~~

~~Rami Isaacs~~

John Harper  
Ab. Alice Leaf

N. Whitely

~~John~~

E. Harmer

N. H. Harvey

Loise Henning

~~John~~

John Karaitiana

Wairiki Jami  
Telongoman W. Keppa

~~John~~

John

Michael

Bessie Hance

Mike Kavana  
Mike Kavana Russell

~~John~~ KANE KOKO

John

Angus

cur

John

Ngā mokopuara o JB  
Te Ahumairangi Kopua-Sunith  
Reni Toka Tu Moana Kopua-Sunith  
Te Rongo A Tahui

AGREEMENT IN PRINCIPLE

Ripia Waaka

*Edina Hilton*

Edina Hilton

*Te Harawira Hāronga*  
Te Harawira Hāronga

Mere Roe

*M. Kupa*

Mare Kupa

Miti Rapaea

*Meafou Clarke*  
Meafou Clarke

*David Stone (Snr)*  
David Stone (Snr)

*Mareta Blanche*

SCHEDULES

*Ellis Afale*

## 1 DEFINITIONS

### Historical claims

1.1 The deed of settlement will provide that historical claims –

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

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

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

(ii) under legislation; or

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

(iv) from fiduciary duty; or

(v) otherwise; and

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

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

(ii) by or under legislation; and

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

(a) Wai 69 – Rangaika Reserve Claim; and

(b) Wai 71 – Mangateretere West Block Claim; and

(c) Wai 127 – Puketapu - Fernhill Claim; and

(d) Wai 263 – Te Koau Block and Ruahine Ranges Claim; and

(e) Wai 270 – Kairakau Block Claim; and

(f) Wai 378 – Owhaoko C3B Block Claim; and

## AGREEMENT IN PRINCIPLE

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- (g) Wai 397 – Gwavas Forest Park Claim; and
- (h) Wai 401 – Renata Kawepo Estate Claim; and
- (i) Wai 402 – Pt Ngaruroro Riverbed Claim; and
- (j) Wai 516 – Waingongoro Stream Claim; and
- (k) Wai 527 – Paki Paki School House Claim; and
- (l) Wai 536 – Pakowhai Native Reserve and Ngaruroro River Bed Claim;  
and
- (m) Wai 574 – Karanema Reserve Claim; and
- (n) Wai 596 – Ngatarawa Block Claim; and
- (o) Wai 657 – Aorangī Settlement Claim; and
- (p) Wai 768 – Korongata Land Blocks (Heretaunga) Claim; and
- (q) Wai 769 – Waipapa No. 3 and Other Blocks (Heretaunga) Claim; and
- (r) Wai 816 – Ngāti Whatui-A-Piti Rohe Claim; and
- (s) Wai 850 – Cape Kidnappers Claim; and
- (t) Wai 885 – Peka Peka Blocks (South Hastings) Claim; and
- (u) Wai 1021 – Ngāti Te Whatuiapiti Land Reserves Claim; and
- (v) Wai 1188 – Kenrick Whānau Pekapeka land Claim; and
- (w) Wai 1233 – Ngāi Te Kikiri o Te Rangi Heretaunga and Tamatea Lands  
and Resources Claim; and
- (x) Wai 1234 – Rongo a Tahu Heretaunga and Tamatea Lands and  
Resources Claim; and
- (y) Wai 1235 – Ngāti Pōporo Heretaunga and Tamatea Lands and  
Recourses Claim; and
- (z) Wai 1236 – Ngāi Te Rangikoianake Heretaunga and Tamatea Lands  
and Resources Claim; and
- (aa) Wai 1237 – Hapū of Houngarea Marae Heretaunga and Tamatea Lands  
and Resources Claim; and

## **AGREEMENT IN PRINCIPLE**

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- (bb) Wai 1238 – Hapū of Mangaroa Marae Heretaunga and Tamatea Lands and Resources Claim; and
- (cc) Wai 1239 – Hapū of Matahiwi Marae Heretaunga and Tamatea Lands and Resources Claim; and
- (dd) Wai 1240 – Ngāti Mīhīroa Heretaunga and Tamatea Lands and Resources Claim; and
- (ee) Wai 1241 – Hapū of Omāhu Marae Heretaunga and Tamatea Lands and Resources Claim; and
- (ff) Wai 1242 – Hapū of Ruahapia Marae Heretaunga and Tamatea Lands and Resources Claim; and
- (gg) Wai 1243 – Hapū of Te Awhina Marae Heretaunga and Tamatea Lands and Resources Claim; and
- (hh) Wai 1244 – Hapū of Waipatu Marae Heretaunga and Tamatea Lands and Resources Claim; and
- (ii) Wai 1245 – Hapū of Waimarama Marae Heretaunga and Tamatea Lands and Resources Claim; and
- (jj) Wai 1246 – Ngāi Te Whatuiāpiti Heretaunga and Tamatea Lands and Resources Claim; and
- (kk) Wai 1344 – Te Orora (Peka Peka) Claim; and
- (ll) Wai 1345 – Te Orora (Tuingara Point Native Reserve) Claim; and
- (mm) Wai 1346 – Nga Uri o Te Hapuku Claim; and
- (nn) Wai 1348 – Parahaki Claim; and
- (oo) Wai 1351 – Ruaumoko Incorporated Claim; and
- (pp) Wai 1418 – Heretaunga Plains Claim; and
- (qq) Wai 1419 – Horonui Station Claim; and
- (rr) Wai 1425 – Ngāti Hinemanu (Te Rito and others) Claim; and
- (ss) Wai 1429 – Ngāti Mīhīroa (Marine Mammals Protection Act) Claim; and
- (tt) Wai 1453 – Ngāti Mīhīroa and Ngāti Ngarengare (Smith-laea) Claim; and
- (uu) Wai 1456 – Te Aute College Claim; and



## AGREEMENT IN PRINCIPLE

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- (vv) Wai 1567 – Ngaruroro River and Kohupatiki Marae Claim; and
- (ww) Wai 1570 – Soldiers Settlement Act and Māori Social and Economic Advancement Act Claim; and
- (xx) Wai 1581 – Descendants of Tunui-a-rangi Rupuha Te Hianga and Ripeka Rupuha Lands Claim; and
- (yy) Wai 1853 – Pukehou and other blocks (kiripatea) Claim; and
- (zz) Wai 1893 – Ngāti Kahungunu Lands and Resources (Pene) Claim; and
- (aaa) Wai 1946 – Descendants of Te Hāpuku (Roach) Lands Claim; and
- (bbb) Wai 1948 – Heretaunga Plains Lands (Moananui) Claim; and
- (ccc) Wai 1951 – Descendants of Hineipaketia Waipukurau Block Claim; and
- (ddd) Wai 1984 – Ngāti Mihiroa and Ngāti Kahungunu Local Government and Rating Claim; and
- (eee) Wai 1985 – Waimarama Lands and Waterways (Grey) Claim; and
- (fff) Wai 2051 – Kenrick Whānau Mental Health Claim; and
- (ggg) Wai 2144 – Poukawa Lake (Grey) Claim; and
- (hhh) Wai 2332 – Te Aute College Claim II; and

1.1.3 includes every other claim to the Waitangi Tribunal to which paragraph 1.1.1 applies, so far as it relates to the settling group or a representative entity, including the following claims –

- (a) Wai 161 – Waipukurau Block Claim; and
- (b) Wai 201 – Wairoa ki Wairarapa Claim; and
- (c) Wai 382 – Kaweka Forest Park and Ngaruroro River Claim; and
- (d) Wai 595 – Heretaunga Aquifer Claim; and
- (e) Wai 610 – Omarunui Lands Claim; and
- (f) Wai 652 – Tamaki-Nui-a-Rua Rohe Claim; and
- (g) Wai 692 – Napier Hospital Services Claim; and
- (h) Wai 799 – Karanema Reserve – Te Mata Peak Claim; and

## AGREEMENT IN PRINCIPLE

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- (i) Wai 852 – Kahungunu Petroleum Claim; and
- (j) Wai 1232 – Ngāti Kere Heretaunga and Tamatea Lands and Resources Claim; and
- (k) Wai 1835 – Ngāti Paki and Ngāti Hinemanu (Winiata, Lomax, Cross, and Teariki) Claim; and

1.1.4 does not include the following claims –

- (a) any claim based on descent from a recognised ancestor of Ahuriri hapū; and
- (b) a claim that a member of Heretaunga-Tamatea, or a whānau, hapū, or group referred to in paragraph 1.3.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in paragraph 1.3.1; and
- (c) a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in paragraph 1.1.4(b).

1.2 The deed of settlement will, to avoid doubt, provide paragraph 1.1.1 is not limited by paragraphs 1.1.2 or 1.1.3.

### **Heretaunga-Tamatea**

1.3 The deed of settlement will provide that **Heretaunga-Tamatea** or the **settling group** means –

1.3.1 the collective group composed of individuals who descend from one or more of the settling group's ancestors; and

1.3.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in paragraph 1.3.1, including –

- (a) Ngāi Tahu ki Takapau; and
- (b) Ngāi Tamaterā; and
- (c) Ngāi Te Ao; and
- (d) Ngāi Te Hauapu; and
- (e) Ngāi Te Hurihanga-i-te-rangi; and
- (f) Ngāi Te Kīkiri o te Rangi; and
- (g) Ngāi Te Oatua; and
- (h) Ngāi Te Rangikoianake I; and

## AGREEMENT IN PRINCIPLE

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- (i) Ngāi Te Rangikoianake II; and
- (j) Ngāi Te Rangitekahutia; and
- (k) Ngāi Te Rangitotohu (also known as Rangitotohu); and
- (l) Ngāi Te Ūpokoiri; and
- (m) Ngāi Te Whatuiāpiti; and
- (n) Ngāi Toroiwaho; and
- (o) Ngāti Hāwea; and
- (p) Ngāti Hikatoa; and
- (q) Ngāti Hinemanu; and
- (r) Ngāti Hinemoa; and
- (s) Ngāti Hinetewai; and
- (t) Ngāti Hoata; and
- (u) Ngāti Honomokai; and
- (v) Ngāti Hōri; and
- (w) Ngāti Kautere; and
- (x) Ngāti Kere; and
- (y) Ngāti Kotahi; and
- (z) Ngāti Kurukuru; and
- (aa) Ngāti Mārau o Kahungunu (also known as Ngāti Mārau); and
- (bb) Ngāti Mahuika; and
- (cc) Ngāti Manuhiri; and
- (dd) Ngāti Mihiroa; and
- (ee) Ngāti Ngarengare; and
- (ff) Ngāti Papatuamāro; and

## AGREEMENT IN PRINCIPLE

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- (gg) Ngāti Pīhere; and
- (hh) Ngāti Pōporo; and
- (ii) Ngāti Pukututu; and
- (jj) Ngāti Rahunga; and
- (kk) Ngāti Takaora (Ngāti Takaro); and
- (ll) Ngāti Tamatea; and
- (mm) Ngāti Te Rehunga; and
- (nn) Ngāti Toaharapaki; and
- (oo) Ngāti Tukuaterangi (also known as Ngāti Tukua I te Rangi, Ngāti Tukuoterangi, Ngāti Tuku(a)oterangi); and
- (pp) Ngāti Ura ki te Rangi (also known as Ngāti Urakiterangi); and
- (qq) Ngāti Whakaiti; and

1.3.3 every individual referred to in paragraph 1.3.1.

1.4 The deed of settlement will provide, for the purposes of paragraph 1.3.1 –

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

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Heretaunga-Tamatea tikanga (customary values and practices); and

1.4.2 **Heretaunga-Tamatea ancestor** means an individual who –

- (a) exercised customary rights by virtue of their being descended from –
  - (i) Rakaihikuroa; or
  - (ii) Rākainui; or
  - (iii) Te Whatuiāpiti; or
  - (iv) a recognised ancestor of any of the hapū listed in paragraph 1.3.2; and

## AGREEMENT IN PRINCIPLE

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

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

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

### Other definitions

1.5 In this agreement in principle –

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

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

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

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

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

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

**Crown 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

## AGREEMENT IN PRINCIPLE

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**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 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 clause 6.11; and

**Crown redress** –

(a) means redress –

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

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

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

(i) 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 this agreement in principle or to entities other than the governance entity; and

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

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

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

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

**disclosure information** means –

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

## AGREEMENT IN PRINCIPLE

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(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 clauses 6.2 and 6.3; and

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

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

**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 7; 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 8, 9, and 10, as the case may be; and

**leaseback deferred selection property** means a potential deferred selection property identified in the deed of settlement as a leaseback 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) Elizabeth Munroe, Hastings, Barrister; and
  - (ii) Brian Morris, Lower Hutt, Publisher/Company Director; and
  - (iii) Peter Paku, Hastings, Retired; or

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(b) if one or more individuals named in paragraph dies or becomes incapacitated, the remaining individuals; and

**mandated body** means He Toa Takitini; and

**market rental**, in relation to a valuation property, has the meaning provided in the valuation instructions in appendix 1 to schedule 7; and

**market value**, in relation to a valuation property, has the meaning provided in the valuation instructions in appendix 1 to schedule 7; and

**on-account payment** means the payment referred to as an on-account payment in the redress schedule; 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 table 8; and

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

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

**potential RFR property** means the land described as potential RFR land in table 10; and

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

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

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

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

**redress property** means –

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

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



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

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

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

**RFR** means the right of first refusal referred to in clause 6.13; and

**RFR property** means the land referred to as RFR property 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 (note there are no school site leaseback properties proposed as redress in this settlement); and

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

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

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

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

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

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

**settlement property** means –

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

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**statement of association** means each statement of association referred to in clause 5.13.1; and

**statutory acknowledgement** means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 5.13.1 on the terms to be provided by the settlement legislation; and

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

**tax indemnity** means the indemnity to be provided in the deed of settlement under clauses 8.5 and 8.6; 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 7; and

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

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

## **2 TERMS OF SETTLEMENT**

### **Rights unaffected**

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

### **Acknowledgments**

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

### **Implementation**

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

## **AGREEMENT IN PRINCIPLE**

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

2.4.4 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for, the settlement properties (including, in specified circumstances, from the title to a deferred selection property); and

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

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

(b) to any settlement documentation; and

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

( 2.5 The deed of settlement is to provide –

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

2.5.2 the Crown may –

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

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

### 3 HISTORICAL ACCOUNT HEADINGS

1. *Early Crown land purchases*
2. *Reserves*
3. *Native land laws*
4. *Protest movements*
5. *Landlessness*
6. *The environment*
7. *Education and Te Reo*
8. *Socio-economic opportunities*
9. *Military service*

## 4 PROVISIONAL CROWN ACKNOWLEDGEMENTS

1. The Crown acknowledges the efforts and struggles of Heretaunga-Tamatea in pursuit of their claims for redress and compensation against the Crown for over 150 years. The Crown hereby recognises the legitimacy of the historical grievances of Heretaunga-Tamatea and makes the following acknowledgements.
2. The Crown acknowledges that –
  - a. it made arrangements with a small number of owners to acquire several blocks in 1851 and 1854 without investigating the customary ownership of these lands;
  - b. it did not obtain the consent of any other owners for the alienation of the land it acquired in this manner in 1851;
  - c. it did not uphold an agreement it made in 1858 with other owners of the land acquired in 1854 to exclude a 1,870 acre block from the land it purchased; and
  - d. these failures to actively protect the rights and interests Heretaunga-Tamatea breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
3. The Crown also acknowledges that it failed to address the grievances of Heretaunga-Tamatea in relation to the acquisition of these lands in a timely manner.
4. The Crown acknowledges that –
  - a. it created tensions which led to the outbreak of fighting between the hapū of Heretaunga-Tamatea in 1857 when it signed purchase deeds for the Aorangi, Ōtaranga and Maraekākaho blocks without the consent of all the owners of this land; and
  - b. its purchase of these blocks in 1856 and 1857 without adequately investigating the customary ownership of these lands breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
5. The Crown acknowledges that when conducting purchases in the period 1851-1859 in Heretaunga-Tamatea, it failed to provide adequate reserves and protect from alienation the few reserves it set aside for Heretaunga-Tamatea and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
6. The Crown recognises that Heretaunga-Tamatea endeavoured to establish an ongoing and mutually beneficial relationship with the Crown. In particular, early land transactions for settlement purposes contributed to the development of New Zealand and affirmed the loyalty of Heretaunga-Tamatea to the Crown. The Crown acknowledges that the benefits that Heretaunga-Tamatea expected to flow from this relationship and from land sales were not always realised.
7. The Crown acknowledges that –
  - a. in 1867 the Native Land Court awarded ownership of the Heretaunga block to ten individual owners, and by 1870 the individual owners had sold the land in this block; and
  - b. by allowing these individual owners to sell Heretaunga, the native land legislation did not reflect the Crown's obligation to actively protect the interests of

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Heretaunga-Tamatea, and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

8. The Crown acknowledges that its failure to provide a legal means for the collective administration of the land of Heretaunga-Tamatea until 1894 was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
9. The Crown further acknowledges that the operation and impact of the native land laws, in particular the awarding of land to individuals rather than to iwi or hapū, made the lands of Heretaunga-Tamatea more susceptible to partition, fragmentation and alienation. This contributed to the erosion of the traditional tribal structures of Heretaunga-Tamatea. The Crown acknowledges that its failure to take steps to adequately protect these structures had a prejudicial effect on Heretaunga-Tamatea and was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
10. The Crown acknowledges that –
  - a. rangatira of Heretaunga-Tamatea and their communities were involved in collective efforts to resist land sales;
  - b. the Repudiation Movement started in the Hawke's Bay in the early 1870s and Heretaunga-Tamatea were early supporters of the Kotahitanga Movement; and
  - c. it did not always respond to the grievances and issues raised by these movements. This has been a source of grievance for Heretaunga-Tamatea.
11. The Crown acknowledges that the people of Heretaunga-Tamatea and New Zealand generally have benefited from the land and other resources alienated from Heretaunga-Tamatea, while the cumulative effect of the Crown's acts and omissions has been to leave Heretaunga-Tamatea virtually landless. The Crown acknowledges that despite having purchased huge tracts of land in the 1850s, it continued to purchase Heretaunga-Tamatea lands into the late-nineteenth and twentieth century and its failure to ensure that sufficient land was retained by Heretaunga-Tamatea for their present and future needs was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
12. The Crown acknowledges –
  - a. that the lakes, rivers, and their resources within Heretaunga and Tamatea, such as the Ngaruroro and Tukituki Rivers, are taonga of great significance to Heretaunga-Tamatea and have been an important source of spiritual, cultural, and economic wellbeing for them;
  - b. that the loss of their traditional lands has limited the access of Heretaunga-Tamatea to maunga, roto, awa, and other resources, such as Lake Whatumā, which has left great physical, mental, and spiritual distress among their people; and
  - c. the degradation of the environment arising from introduced weeds and pests, farm run-off, drainage works, and other pollution has been a source of grievance for Heretaunga-Tamatea.
13. The Crown acknowledges the significant harm children of Heretaunga-Tamatea suffered by being punished for speaking their own language in Crown-established schools. It also acknowledges that the education system historically had low expectations for Māori academic achievement and that this had a detrimental effect on Heretaunga-Tamatea.

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14. The Crown acknowledges that the alienation of Heretaunga-Tamatea from their lands has profoundly affected their economic, social and cultural development. The Crown also acknowledges that Heretaunga-Tamatea have not had the same opportunities in life that many other New Zealanders have enjoyed.
15. The Crown acknowledges the sacrifice that Heretaunga-Tamatea have made for the Crown's and New Zealand's war efforts and pays tribute to their service.



## 5 PROVISIONAL STATEMENTS OF ASSOCIATION

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### Tutaekuri

#### *Tutaekuri River*

The Tutaekuri River takes its name from an incident that occurred when Hikawera, a son of Te Whatuiāpiti, came to the aid of a starving party from a neighbouring hapū. He ordered 70 dogs be prepared to feed the hungry wanderers. This occurred at Te Umukuri. The offal was thrown into the river, and thus the name Tutaekuri. Hikawera had a pā at Waiohiki on the Tutaekuri. Awatoto also takes its name from the hauling of waka into the Tutaekuri River.

The Tutaekuri River provided a major access way into the interior toward the Ruahine Ranges. A string of pā were built alongside the banks of the Tutaekuri River over the years. Hikawera had a pā at Waiohiki on the Tutaekuri. The most famous and biggest pā on the river was Ōtātara, which was situated on a hill above Taradale. This pā, which belonged to neighbouring hapū, was abandoned when Taraia and his people came into Heretaunga. In time Taraia built a pā called Tahunamoa on the south side of the Tutaekuri River around Waiohiki. It was here that the famous whare Te Raroakiaki was found. Te Whatuiāpiti won an important victory at another pā built nearby named Takutaioterangi. Te Rangitaumaha, son of Taraia, established a pā on the river at Ōueroa near Te Umukuri. It is from here that Te Huhuti was raised and left on her famous journey to Te Roto a Tara on her quest to gain Te Whatuiāpiti as her husband.

### Ngaruroro

#### *Ngaruroro River*

The full name of this river is Ngaruroromokotuararokirangatira. In one account, the river takes its name from an incident in which a dog belonging to the ancient deity Mahu startled some small fish known as ūpokororo. As they dashed for safety they left behind ngaru or ripples in the water.

The traveller Tamatea Pōkai Whenua travelled up the Ngaruroro when he journeyed from Turanga to Mōkai Pātea. At Ōhiti, Tamatea's dog rushed across the river ahead of him. It is said that Tamatea kept a pet koura in the spring nearby while staying at Ōhiti.

Centuries later, it is recorded that Taraia landed at the mouth of the river as he and his people came into Heretaunga.

Two kainga named Te Awapuni and Pokonao were located at the river mouth. Te Moananui and Karaitiana Takamoana lived at these pā. Karauria married Haromi at Te Awapuni. Ngāi Te Upokoiri settled for a time at these kainga after returning to the region. Pukerau, the kainga of Noa Huke, was situated nearby.

Upriver from the coast, the first bend in the Ngaruroro is known as Tukia. Here Whangatōroa is located on the north bank. Two well-known places in this vicinity are Kohupātiki and Tanenuiarangi. Tanenuiarangi was the central gathering place of chiefs around the time of Pākeha contact. Further upriver were Hautapu and Hautu and a river crossing known as Te Arawhataatikumū.

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Upriver on the north bank of the Ngaruroro the ancient pā of Pākowhai was settled by Karaitiana Takamoana. The Repudiation Movement had a printing press there for their newspaper Te Wananga.

In the Fernhill area another iwi had two pā: Puketapu and Pukehou. They left Heretaunga after being defeated by Te Whakuma.

Riverside sites of occupation were also clustered around the Waitio district. At Matatanumia fern root was collected from the hills while ūpokororo were caught below at Waitio. A kumara plantation was located on the flats at Ngapukeahineiringa. It was here that Taraia II defeated another iwi. Eels were caught at a weir called Harurunui where the Waitio Stream runs into the Ngaruroro River. Upstream is found Himoko. Further still is the Ngāi Te Upokoiri pā Ōhiti. Nearby, at the original site of Omahu, was a kainga called Taunoko. Another kainga, Torohanga, was found between the river and the southern end of Lake Rūnanga. On the south bank of the Ngaruroro downstream from Omahu was Opunoa, a Ngāti Hinemanu stronghold.

Upriver, sited in the triangular spit between the Ngaruroro and the Maraekākaho rivers, was an ancient pā named Te Taumata-o-he which subsequently became a stronghold of Ngāi Te Upokoiri. Rēnata Kawepō was born at this pā.

A pou once stood at Whanawhana where the Ngaruroro River runs through the Otamauri block. Erected by Rēnata Kawepō, the pou represented an important political demarcation between hapū which remains significant.

The Ngaruroro extends westwards to its headwaters in the Kāweka and Kaimanawa Ranges. Travellers since the time of Tamatea Pōkai Whenua have utilised the river as a major highway using the crossing at Kuripapango to make their way into Mōkai Pātea and beyond.

### **Clive River**

Originally, the waterway now known as the Clive River was in fact the lower reaches and mouth of the Ngaruroro River. Flood control works of the 1960s changed the route of the Ngaruroro River and its lower reaches were cut off and formed into a separate waterway fed by the waters of the Karamu Stream. In 1975, this cut-off stretch of the Ngaruroro River was officially re-named the Clive River.

What is now the Clive River runs through important areas including Waikahu and Te Puninga to the north and Hikutoto and Rotopounamu to the south. Te Tahatu-a-te rangi was the key tīpuna in these areas. The descendant hapū in this area was Ngāti Hōri. Just inland at Puninga and Rotopounamu, Ngāti Hinemoa (through the tīpuna Whawhati) and Ngāti Tukuoterangi also had interests.

This short stretch of waterway flows through an area of intense occupation. The Clive River empties into an estuary which is also now the new mouth for the diverted Ngaruroro and Tutaekuri Rivers. At this estuary, the tīpuna Taraia made his preparations for a battle he was to have with another iwi. Also located on the estuary was the pā Tamarua.

Two pā located upriver in the vicinity of Farndon Road were Karetahaumoa and Tanenuiarangi. In subsequent years as the pā fell into disuse, a kainga named Kainganuiarangi rose on the same location. In this area, on the northern bank of the Clive River, was the swamp area Rotopounamu, which was an important mahinga kai. The area near the two pā was important for food resources. Following discussions with local tangata

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whenua, four riverside mahinga kai sites have been listed as wāhi tapu in the Hawkes Bay District Council's District Plan.

Further upriver the Clive River flows through the long-occupied village of Whakatu. The battle of Pakiaka took place in 1857 nearby. Another riverside pā situated here is Te Ngaue.

A small pā named Whakawhitinga is located where the Karamu Stream flows into the Clive River. A string of pā occupied at various times stretch along the lower reaches of the Karamu Stream. These pā include Ruahāpia, Piringaitiowaikato, Taumoke and Herepu.

### ***Omahu Conservation Area***

The Omahu Conservation Area sits alongside the Ngaruroro River just to the west of Omahu pā. The Omahu Conservation Area is riverbank land adjacent to Maori land. Across the Ngaruroro River on the southern bank is land in which many of the hapū affiliated to Heretaunga Tamatea have interests. These hapū include Ngāti Hinemoa, Ngāti Hinemanu, Ngāti Papatuamāro, Ngāti Tukuaiterangi and Ngāti Takaroa.

On the northern bank of Ngaruroro River, the Omahu Conservation Area is surrounded by the Omahu block. Key tīpuna for this area include Rangikamangungu, Hawea and Te Uamairangi. Ngāi Te Upokoiri was a significant hapū in the south of the area adjacent to the conservation area.

A series of significant sites are located in very close proximity to the Omahu Conservation Area. The area is ringed by pā used over the years by tīpuna of hapū affiliated to Heretaunga Tamatea. The pā include Potaka, Te Raeotahumata, Omahu, Pukehou and Puketapu. Interspersed among these pā were a number of kainga including Otupaopao, Taumoko, Te Awhina and Te Awaatamateanui.

These pā and kainga signify that the area surrounding the Omahu Conservation Area was one of rich resources and was therefore very important. The significant mahinga kai Lake Rūnanga lies nearby to the west of the Omahu Conservation Area while the lagoon Omahuwaimate and Lake Potaka are close to the north. In addition, the Ngaruroro River could be forded at the place where the conservation area lies. The crossing here was known as Te Reroruumahu making this area a significant transport hub.

## **Tukituki**

### ***Tukituki River***

A narrative exists on the way in which the Tukituki River came into existence. A large lake was located in what is now the Ruataniwha Plains. Two taniwha lived in this lake. On one occasion a boy fell into the lake and the two taniwha fought over their prey. The resulting destruction on the landscape created breaks in the hills through which the lake drained away. One of the channels was the Tukituki River.

The Tukituki was a significant waterway for the hapū of Heretaunga Tamatea. It was a mahinga kai, an important waterway for transporting people and goods.

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Several sites on the Tukituki relate to the actions of the ancient tīpuna Mahu. Situated on the north bank of the Tukituki downstream from Pakowhai is a white rock, Papaotihi. It is said the rock was once a man who was fishing in the river, but he was turned to stone by Mahu. Not far on down the river is another rock, Tauhou, where Mahu turned another man to stone. Down river near Te Kauhanga pā is another spot touched by Mahu. Here he put a curse on the paepae and people died.

All along the Tukituki River are signs of occupation starting with the kainga Haumoana located at the river mouth. The strategic position is shown by the pā that are built along its course including Te Kauhanga and others located by Pariwaiehu. Te Kauhanga pa was one, occupied first by Taraia I and then Te Whatuiāpiti. Further up the river there is a large cliff, Pariwaiehu. Here Te Waka's pa was located, later taken by Hawea.

In the lower reaches of the Tukituki, to the east of Havelock North, the pā Te Korokoro sits on a western bank. From here the river runs past Te Mata, and the smaller peak of Te Hau. Below both these peaks there are pits, terraces and other indications that people once lived here. From the river a track led to the summit of the range.

Some distance upstream an old pā called Ngawhakatatara was located on an island while opposite was a kainga and pā named Kuriwaharoa. Other more recently built pā on the Tukituki include Patangata and Tamumu.

All along the Tukituki River are sites that record key events in tribal history. For example, toward the river mouth is Whakamarino where a battle took place at which another iwi was defeated by Tamaiawhitia. Another example is above Kaiwaka where on the river's right bank looms Kahuranaki, a site of special significance. It is said that as he lay dying Te Hāpuku asked to be placed so that Kahuranaki would be the last thing he saw. This is also the place at which Rongokako, the father of Tamatea Pokai Whenua, is said to have lived.

### ***Mākāretu River***

From the source of Mākāretu River in the Ruahine Range to a point on the river known as Rākautihia, hapū associated with this site are Ngāi Te Rangitotohu and Ngāti Mārau. These hapū had mahinga kai along the banks and sourced food such as tuna, ngaore (inanga) and birds from the river area. There are several wāhi tapu in the form of urupā in different locations on the higher banks above the river.

On the northern bank of the upper section river was Horoure pā. From Rākautihia heading east to Karitaki and on to Tūpokoruru the hapū associated with the river include, Ngāi Tahu ki Takapau, Ngāi Te Kikiri o Te-Rangi and Ngāi Toroiwaho.

From Tūpokoruru to Te Whare o Hinetaia, near where the Mākāretu joins with Māharakeke stream and the Tukipo River, the hapū associated with this section include Ngāi Tahu ki Takapau and Ngāi Toroiwaho.

### ***Māharakeke Stream***

The hapū associated with this stream include Ngāi Tahu ki Takapau, Ngāi Te Kikiri o te Rangi and Ngāi Toroiwaho.

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### ***Tukipo River***

Earliest associations with the Tukipō River area were in the time Hikarerepari, the great-grandfather of Te Rangitotohu and Te Whatuiāpiti who first arrived in this area after he returned from Wairarapa. Te Whatuiāpiti built Pohatunui a Toru pā on his return from Wairarapa. This pā was located in the upper reaches of the Tukipō River - in the area between Tukipō and the Mangatewai stream.

In later generations some of the hapū associated with Manawakawa - a great grandson of Te Whatuiāpiti - lived in the lower reaches of the Tukipō river.

### ***Te Aute Conservation Area***

The Te Aute Conservation Area is riverbed land that lies along the western bank of the Tukituki River, a river of significance to many hapū of Heretaunga Tamatea.

The land block that lies beside the conservation area is Patangata. Key tīpuna for this area are Tapuhara and his wife Te Whangaoterangi as well as Te Manawaakawa. Hapū of Ngai Te Whatuiāpiti have varying interests in surrounding lands.

The Patangata area was known for its bush food resources. The bush standing in the vicinity of the Te Aute Conservation Area was known as Purapurahikitia.

Several significant pā sites are located near the Te Aute Conservation Area including Rangitoto, Kahotea and Rotoatara.

### ***Kahika Conservation Area***

The Kahika Conservation Area is primarily located in the riverbed of the Tukituki River, a river of significance to the hapū of Heretaunga Tamatea.

The Kahika Conservation Area is adjacent to Tautitaha, an area of land associated with the tīpuna Te Rehunga and his Ngāti Mihiroa descendants. It is also in close proximity to land traditionally associated with descendants of the tīpuna Ketekai and Te Whareupoko.

The Kahika Conservation Area is located about two kilometres downstream from an old island pā called Ngawhakatatara, which was situated opposite a kainga and pā named Kuriwaharoa.

### ***Waipawa River***

The headwaters of the Waipawa River rise in the Ruahine Range from where the waterway runs in a south-easterly direction over the Ruataniwha Plains and through to the river mouth where it empties into the Tukituki River just southeast of the town of Waipawa.

A narrative exists on the way in which the Waipawa River came into existence. A large lake was located in what is now the Ruataniwha Plains. Two taniwha lived in this lake. On one occasion a boy fell into the lake and the two taniwha fought over their prey. The resulting destruction on the landscape created breaks in the hills through which the lake drained away. One of the channels through which the lake drained was the Waipawa River.

The land through which Waipawa River flows is associated with the tīpuna Te Whatuiāpiti. The river was also a significant boundary.

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The Waipawa River was significant for its resources and the inland access it provided. Close to its mouth, and just to the southeast of the town of Waipawa, a number of archaeological sites have been recorded along Pourerere Road. These indicate the presence of pā and kainga. Upriver, in the vicinity of the current town of Waipawa, the river flowed through the Tarewa Forest.

Back towards the mountain, Tikokino pā is located where the river comes closest to Makaroro Road. In this same location a series of urupā have been identified and recorded as sites of cultural significance on the Central Hawkes Bay District Plan.

Other riverside pā are located upriver towards the mountains. This shows the strategic significance of the Waipawa River. The pā include the Matatoto and Makororo pā. and the Tukipoho pā, which belonged to Te Rangitetaiho. Near the headwaters of the Waipawa River was Motuopuku, a pā in which Rangikoianake was killed.

The Waipawa River provides an access way into the Ruahine Range through which the hapū of Heretaunga Tamatea would cross into Mokai Patea. During this journey, travellers would rest at the summit of Taumata-a-Meikura. The river also provided access to resources in the Ruahine Range. Te Waineo was a camping place near Taumata-a-Meikura where hunters of Ngāti Hinemanu would stay. In the near vicinity of this camp were several mahinga kai sites. Tahunaatara was a hill where tītī were caught. Omaru and Te Iringa-te-rakau-o-tane-koeka were places renowned for catching kiwi and huia.

### ***Lake Hatuma Conservation Area***

Lake Hatuma (also known as Lake Whatuma) is located a few kilometres southwest of Waipukurau township. The conservation area consists primarily of a bush-clad strip of land extending along the northern and western shores of the lake.

Hatuma was a significant mahinga kai for Tamatea tangata whenua. It has been suggested that the settlement surrounding Waipukurau arose due to the lake and its abundant resources. It was a major source for eel. Around the lake was forest known as a source of kereru. The name of the lake is said to be a reference to the lake's first discoverers eating until they were fully satisfied. Records exist of there being competition over the lake's resources. Over time many hapū utilised the lake's resources. Tīpuna identified as having fished the lake included Toroiwaho, Te Aomataura, Rangitotohu, Te Rangitekahutia, Te Kikiri, Parakiore, Te Hauapu, Tapuhara, Te Rangikataepa and Pareihe. Ngāti Marau has a strong affiliation with Hatuma. Current hapū associated with Hatuma are Ngāi Toroiwaho, Ngāti Mārau o Kahungunu and Ngai Tahu ki Takapau.

The lake remained an important mahinga kai. It was said that around 900 tangata whenua lived around the lake's edges in 1852. The lake and its environs contained eels, fresh water mussels, toitoi, patete, kokopu, birds and koareare. Up until the 1940s the hapū located at Tapairu, Whatarakai, Mataweka and Takapau undertook regular food-gathering excursions to Hatuma, particularly for tuna, kokopu, kakahi and native birds. Continuing drainage and the impact of surrounding land use meant that by the 1950s, the lake had degraded as a food source.

### ***Pukeora Forest***

The Pukeora Forest is located a few kilometres to the immediate northwest of Waipukurau township and is situated over a former pā site. An upper pā site was located on the ridge of

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Pukeora Hill where subsequently a tuberculosis sanatorium was established. The lower pā site was situated at the base of the Pukeora Hill where evidence of terraces has been recorded. The name of the pā has been identified as Kaimanawa. The pā was a site of a significant battle and those interred on the site in burial caves make this location a wāhi tapu. On the eastern side of Pukeora hill, on the flatland that runs down to the Tukituki River, was a garden mahinga kai which supported the pā.

The hapū of Tamatea who are associated with Pukeora Forest and Kaimanawa are Ngāi Toroiwaho, Ngāi Tahu ki Takapau, Ngāi Te Kikiri o te Rangi and Ngāti Mārau o Kahungunu. The maunga Wairakai and significant Ngāi Toroiwaho pā, Moana i rokia, are situated just to the immediate south of Pukeora Forest.

### ***A'Deanes Bush Scenic Reserve***

A'Deanes Bush Scenic Reserve is situated between the Inglis Bush and Monckton Scenic Reserves. The district is particularly associated with the tīpuna Te Whatuiāpiti and in more recent times with Ngāi Turahui and Ngāti Pouwharekura.

### ***Inglis Bush Scenic Reserve***

Inglis Bush Scenic Reserve is located in near proximity to the Monckton Scenic Reserve. The Inglis Bush Scenic Reserve is located along the southern bank of the Tukituki River as it flows out over the Ruataniwha Plains. The Ruataniwha Plains and the whole of the Tukituki River have strong cultural associations with many of the hapū affiliated to Heretaunga Tamatea.

### ***Monckton Scenic Reserve***

Monckton Scenic Reserve is located to the immediate north of the kainga Takapau and Rakautatahi. A branch of the Tangarewai Stream, which is a tributary to the Tukipo River, flows near the reserve.

There are two marae located within the vicinity of the reserve. At Takapau is Rongo o Tahu. Hapū associated with this marae include Ngāi Te Kikiri o te Rangi, Ngāi Tahu ki Takapau and Ngāi Toroiwaho. Close to the Ruahine Range is Rakautatahi marae. Associated hapū include Ngāti Marau o Kahungunu, Ngāi Te Rangitotohu, Ngāi Te Kikiri o Te Rangi, Ngāi Toroiwaho and Ngāi Tahu ki Takapau.

The district is particularly associated with the tīpuna Te Whatuiāpiti. Te Pohatu nui a Toru was for a time the principal pā of Te Whatuiāpiti. It was located between the Mangatewai and Tukipo streams. Te Whatuiāpiti lived at this pā when he returned from the Wairarapa via Tautane. It was stoutly defended by him and his hapū against attacks. Te Pohatu nui a Toru was also later occupied by Rangikoianake.

### ***Springhill Scenic Reserve***

Although located further to the north than the Monckton and Inglis Bush Scenic Reserves, and lying to the immediate east of Springhill village, Springhill Scenic Reserve sits on the Ruataniwha Plains in close proximity to the Waipawa River. It is associated with the narrative of the fighting of the two taniwha after whom the plains are named. The reserve is also in proximity to the Matatoto pā which is thought to have sat nearby on the banks of the Waipawa River.



### **Maraetotara**

#### ***Mohi Bush Scenic Reserve***

Mohi Bush Scenic Reserve is located in the Waimarama block and in the vicinity of several pā and food gathering sites. The pā Te Rakaukareatea stood to the immediate south of the scenic reserve. This pā was situated between two areas of bush: Waipoapoa and Kohuipu. The location of Mohi Bush Scenic Reserve likely represents the remainder of the Waipoapoa forest.

Maungawharau pā is near the scenic reserve and is a very significant site. An ancient pā was located here which was the home of the Taewha, tohunga of the waka Takitimu. A great school of learning was run by Taewha from Te Paewhenua, a whareniui built within Maungawharau. At this school Taewha was said to have taught the dread arts. An ancient narrative is told of Mahu, the significant tīpuna deity for Heretaunga, who came to his brother-in-law Taewha seeking assistance in how to deal with a person who had robbed his storehouses at Mahia. Taewha taught Mahu how to cast incantations. Mahu's first casting resulted in the unintended death of Taewha's daughter Kurapatiu. When a tāua came seeking utu for Kurapatiu's death, Mahu, with Taewha's support, turned the warriors to stone. The ridge Kohuipu just to the south of the scenic reserve is named after this event.

Several hundred years later a battle was fought at Maungawharau, in the time of the tīpuna Manuhiri, and over a hundred people were killed.

Subsequently, the hapū and tīpuna associated with the Waimarama lands were Ngāti Kurukuru, from the tīpuna Hikatoa, and Ngāi Tamaterā from the tīpuna Te Rangitupuanuku. It is possible that the "Mohi" recorded in the name of this reserve is Mohi Atahikohia who was of Ngāti Whakaiti descended from the tīpuna Tamariki. Mohi's tīpuna Putanoa and Te Aomataraihi had come to Waimarama from Wairoa seven generations before Mohi lived and resided among Ngāti Kurukuru and Ngāi Tamaterā.

#### ***Maraetotara Gorge Scenic Reserve***

The Maraetotara Gorge Scenic Reserve is located within the boundaries of the Waimarama block and very close to the Okaihau block. The hapū and tīpuna associated with the Waimarama lands were Ngāti Kurukuru through the tīpuna Hikatoa and Ngāi Tamaterā through the tīpuna Te Rangitupuanuku.

The scenic reserve was part of an extensive bush area inland from Waimarama coast which provided a number of mahinga kai sites for the local people. Just to the immediate southeast of the scenic reserve, a cluster of pā (located just north of the current-day Okaihau Road) were situated to protect access to the surrounding mahinga kai sites. These pā, located in close proximity to each other, were named Kohitane, Whakamamaokiri and Okaihau. The areas they protected in the vicinity of Maraetotara Gorge include an eeling place named Te Awanga and a tītī hunting site named Te Ahititi.

#### ***Parker's Bush Scenic Reserve***

Parker's Bush Scenic Reserve is located very close to the Mohi Bush Scenic Reserve. The Parker's Bush Scenic Reserve, as the name suggests, is covered with a stand of bush. The original name for the bush in this vicinity was Waipoapoa and it is likely that Parker's Bush was part of this forest.

## **Porangahau**

### ***Porangahau River***

The Porangahau River begins at the confluence of the Turaekaitai and Mangawhero streams. From here it flows in a loop just to the south of Porangahau village and then northeast where it reaches the sea.

The cultural associations of this area extend back to the arrival of Taraia's people. Te Aomatarahi, a descendent of Porangahau, was given the lands south and east of the Tukituki River out to the coast. The land passed to his son Te Angiangi. Subsequently, Te Angiangi gifted coastal land from the Porangahau River southwards to Te Whatuiāpiti in return for a feast that the latter had held for him. The land in this area is associated with Te Whatuiāpiti's descendant hapū Ngāti Kere and Ngāti Hinetewai. Ngāti Manuhiri retain their land on the northern side of the river.

A number of significant sites lie alongside the Porangahau River. The estuary formed at the mouth of the Porangahau is a significant area for food gathering. Protecting these resources was a pā named Pipitawai. In addition, the area around the pā was one from which ferns and other plants were collected. Nearby, food was gathered on the Puketauhinu spit and from the small lake Waipaua.

Between the river mouth and the current village of Porangahau a further four riverside pā were once located. These were called Te Makahue, Te Manga, Oreorewaia and Kahotai. Past the village, on the southern bank of the river rises Opiango, a peak sacred to Ngāti Pīthere on which a pā was located.

### ***Matai Moana Scenic Reserve***

This scenic reserve is located to the northeast of Wallingford. The Huatokitoki Stream and several of its tributaries flow through the reserve. It is possible that the land around Huatokitoki was gifted to cement a peace arrangement between Ngāti Kere and Ngāi Te Ao.

The hapū associated with this area include Ngāti Kere, Ngāti Manuhiri and Ngāti Te Ruatotara.

### ***Hiranui Scenic Reserve***

Waikareau pā stood to the west of the Hiranui Scenic Reserve, just outside of Wanstead. The hapū associated with this area include Ngāti Kere, Ngāti Manuhiri and Ngāti Te Ruatotara.

### ***Purimu Lake***

Purimu Lake is located a few kilometres east of Flemington.

Traditionally the interests around Purimu Lake have been held by a number of iwi/hapū including, Ngāti Tamatea and, in more recent times, through strategic marriages, Ngāti Kere have interests.

## Coastal Land

### *Te Matau a Māui (Cape Kidnappers Nature Reserve and Gannet Protection Area)*

The term Te Matau a Māui (the fish hook of Māui) is used to describe the whole contour of Hawkes Bay and the land form that juts into the sea at the southern end of the bay. Te Ponui was a name associated with the cape area above where gannets nest. It was so-named because it was referred to in kōrero as a rerenga wairua. As speakers often say in poroporoaki: “Haere ki te Po nui, ki te Po roa”.

Te Matau a Māui was the birthplace of the tīpuna Taranohu. Just to the south of the gannet sanctuary stood the ancient pā of Rakaitokotu. Hawea’s pā, Te Awangawanga o Hawea, was located nearby at Te Awanga. In close proximity is the pā Whetuariki. The New Zealand Archaeological Association records dozens of sites showing that this headland was a significant area.

### *Elsthorpe Scenic Reserve*

This scenic reserve consists of several stands of bush that abut the small settlement of Elsthorpe to the west and the south. This bush is most probably the residue of Puamahanga—the bush that formerly was located where Elsthorpe now stands. This name is connected with the whakatauki “Ko te pua a Hinemahanga” which relates to a narrative dating back 27 generations. Hinemahanga was skilled at catching birds through her ability to mimic calls and set snares. On one occasion, her husband Patea travelled all the way to the Ruahine Range to catch birds but came back having caught a few only. At home he found Hinemahanga's whare full of cooked and preserved birds. In his jealousy, he killed Hinemahanga and fled.

Further maintaining the link with this tīpuna is the Tapu o Hinemahanga reserve. The reference to tapu in this name refers to the bush being a food source of Hinemahanga. Nineteenth century observers recount that the reserve contained good tōtara and kahikatea timber and was a favourite bird snaring spots. It was also noted that there was a number of eel weirs. This area was situated very close to the Elsthorpe Scenic Reserve. The southwest boundary point of Tapu o Hinemahanga almost touches the eastern boundary of the scenic reserve.

Ngāi Tamaterā and Ngāti Oatua have strong associations with Tapu o Hinemahanga.

### *Blackhead Conservation Area*

This coastal conservation area, as the name indicates, is located at Blackhead Point. Archaeological evidence records two former pā sites within the area.

Land to the immediate west of the conservation area remains Māori land.

The cultural associations of this area extend back to the arrival of Taraia’s people. Te Aomatarahi, a descendent of Porangahau, was given the lands south and east of Tukituki River out to the coast. The land passed to his son Te Angiangi. The Parimahu home of Te Angiangi was the pā at the top of the cliff called Waikaraka which is located in the vicinity of the conservation area. Te Angiangi continued to live in this area. The land in this area came to be associated with Ngāti Manuhiri.

## **Forest Reserves/Areas**

### ***Kaweka State Forest Park***

In pre-European times there were settlements on the eastern Kaweka foothills, particularly near the head of the Tutaekuri River that provided an excellent transport route from Heretaunga into Mōkai Pātea and beyond. The Kaweka forest was a good source of food. The Mangatutu and Mangatainoka Hot Springs were utilised in pre-European times.

The tīpuna of Ngāi Te Upokoiri have a strong association with the forest park. Rangituoru collected food from Timahanga in addition to his lands at Heretaunga. His son Te Mumuhuoterangi lived on the Timahanga block after he married Hinenui of another iwi. Te Mumu's son Te Uamairangi was particularly associated with an area of land on the Kaweka block named Raoraoroa. A kainga was established there associated with fernroot harvesting and as a place for hunting kiore.

Te Uamairangi also had a pā at Kuripapango where there was a ford to cross the Ngaruroro River making it a central hub for travellers leaving Heretaunga. When the missionary William Colenso journeyed from Heretaunga to Mōkai Pātea in October 1851 he recorded that several tracks through the range from the east met at the Kuripapango ford.

### ***Gwavas Conservation Area***

The Gwavas Conservation Area is located in the foothills of the Ruahine Range and lies to the northeast of Wakarara. The area is bushclad and in three separate blocks: a larger block to the south and two small northern blocks. Hapū associated with this area include Ngāi Te Upokoiri, Ngāi Te Whatuiāpiti, and Ngati Marau.

Just to the west of the conservation area in the Ruahine Range is the peak of Pohatuhaha, a maunga of significance to many hapū of Heretaunga Tamatea. Located here is a tuahu (altar) which, if struck by lightning, indicates the death of an important person.

The forests of the Ruahine foothills provided an important mahinga kai for the hapū of Heretaunga Tamatea. Immediately to the east of the conservation area stood Kihiao, a pā belonging to Ngāi Te Upokoiri. The Upokororo Stream passes through this pā near the locality of Kanui. The very name of this stream reflects that it was an important mahinga kai for this species of fish. Just downstream of Kihiao two other pā identified as archaeological sites sit on the Upokororo Stream indicating the importance of this waterway. The Upokororo Stream runs off peaks such as Sugarloaf Mountain. Its tributaries extend into the Gwavas Protection Area.

### ***Ruahine Forest Park***

The Ruahine Range is significant to many hapū of Heretaunga Tamatea.

The connection of Heretaunga Tamatea hapū to the Ruahine Range dates back to a journey made by Tamatea Pōkai Whenua, the father of Kahungunu, from Turanga into Mōkai Pātea. Several accounts record that Kahungunu accompanied his father for part of the journey. Tamatea Pōkai Whenua travelled down the east coast to Ahuriri before striking inland and travelling up the Ngaruroro River before entering the Ruahine Range. Tamatea named several places along the route of his journey. At one point he saw a tawai tree on the summit of a peak which was thereafter named Rakautanga. Continuing on, the party travelled up the Taruarau River. The Ikawetea River was also named by Tamatea. This was the place where seagulls

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appeared after Tamatea and Kahungunu undid the string which tied the basket of fish they were eating. At the place where the Ikawetea River flows into the Taruarau River there is a large rock where it is said that Kahungunu sat and watched for Upokororo. This place thereafter was named Te Upokororo o Kahungunu. Some accounts record that it was at Te Upokororo o Kahungunu that Tamatea's mokai named Pohokura escaped. Other accounts suggest Tamatea released Pohokura at this place. Pohokura has continued to inhabit the range and is a kaitiaki for Tamatea's descendants— particularly for those hapū that inhabited the lower forest and foothills.

A number of tracks were utilised by the people of Heretaunga Tamatea in times of peace and war to cross from one side of the Ruahine Range to the other. One was known as Te Atua o Mahuru. From the western side it ran from Te Awarua and came out on the eastern side at the headwaters of the Makaroro Stream and followed the stream down to the Ruataniwha plains.

On the eastern side of the range significant sites include Pohatuhaha, a tuahu (altar) located inland from Kereru. When Pohatuhaha is struck by lightning it indicates that someone of importance had died. On the western side of the range kainga such as Te Koau were occupied by ancestral peoples who collected such food as tītī, weka, rats, pigeons and dug fern root.

Just beyond Te Koau, a number of sites were associated with Ngāi Te Upokoiri. Pohokura was a permanent settlement situated to provide access to fern root and to food resources in nearby forests. A kainga known as Te Hapuni was located in close proximity to the Ikawetea Stream and was associated with Te Wanikau. Between these two kainga was a bird catching area called Okuraharakeke. Another area associated with hunting birds was known as Te Umukarore. Nearby was a plantation called Otuwhakahaumu which was established next to the Ikawetea Stream. Slightly to the north of these areas a stone known as Te Tokatamahoutu marked the junction of the Taruarau and Ikawetea streams.

On the boundaries of the Te Koau block Ngāti Hinemanu had a kainga called Tapaewae. They would travel to the Ruahine forest on a seasonal basis when the maire and miro were in fruit to hunt pigeons. Slightly south of here was a cave called Te Anaroa which was used as a settlement when they were hunting rats. Within the forest park Ngāti Hinemanu collected fern root and caught tītī in the hills called Tauwharepukoru. While on these expeditions they stayed in a kainga known as Orurea located at the source of the Koau Stream.

There were several mahinga kai important to Ngāti Hinemanu in the forest park. Te Umutaoroa was a kainga used when Ngāti Hinemanu were birding. Kokopunui was a kainga used by Ngāti Hinemanu when they went to fish in the nearby lagoon. To the south-east of Kokopunui there was another kainga called Otukota used by Ngāti Hinemanu. Fern root was dug at this kainga, which was situated on a track that led through the range. It was also known for rat-catching. Tītī, weka and rats were caught at another kainga east of the Mōkai Pātea Range named Puketaramea. Further south a forest known as Tahaarongotea was used by Ngāti Hinemanu.

Several sites in the Ruahine Forest Park were located among the headwaters of the Rangitikei River and used by Ngāti Hinemanu. Omaru and Te Iringa-te-rakau-o-tane-koeka, located near the source of the Kawhatau River, were places renowned for catching kiwi and huia. Tītī were caught at a hill called Tahunaatara. While hunting deep in the Ruahine Range for tītī and rats Ngāti Hinemanu would camp at Te Waineo. Taumata-a-Meikura was situated on the summit of a hill and served as a resting place for travellers crossing the Ruahine Range.

**6 PROTOCOL WITH THE DEPARTMENT OF CONSERVATION**

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF  
CONSERVATION REGARDING HERETAUNGA-TAMATEA AND THE  
DEPARTMENT OF CONSERVATION**

**1 INTRODUCTION**

- 1.1 Under the Deed of Settlement dated [ ] between Heretaunga-Tamatea (“Heretaunga-Tamatea”) and the Crown (the “Deed of Settlement”), the Crown agreed that the Minister of Conservation (the “Minister”) would issue a Protocol (“the Protocol”) setting out the basis upon which the Department of Conservation (the “Department”) will interact with the [Heretaunga-Tamatea Governance Entity] (the “Governance Entity”) across the Heretaunga-Tamatea Protocol Area.
- 1.2 Heretaunga-Tamatea has cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna within the Protocol Area, and accept a responsibility as kaitiaki in accordance with their tikanga Māori to preserve, protect, and manage those natural and historic resources. This responsibility derives from the status of Heretaunga-Tamatea as tangata whenua and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 The Department’s functions include managing “for conservation purposes, all land, and all other natural and historic resources” under the Conservation Legislation. This must be interpreted and administered so as to give effect to the principles of the Treaty of Waitangi, to the extent that those principles are consistent with the Conservation Legislation.
- 1.4 The Department and the Governance Entity are committed to the development and establishment of a positive, collaborative and enduring relationship that gives effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987. Those principles provide the basis for an ongoing relationship between the parties to the Protocol to achieve over time the conservation policies, actions and outcomes sought by both the Governance Entity and the Department, as set out in this Protocol.

**2 PROTOCOL AREA**

- 2.1 This Protocol applies to the Protocol Area, which means the area identified in the map included in Attachment A of this Protocol, together with the adjacent coastal area.

**3 PURPOSE OF THE PROTOCOL**

- 3.1 The purpose of this Protocol is to assist the Department and the Governance Entity to exercise their respective responsibilities with the utmost cooperation to achieve over time the conservation policies, actions and outcomes sought by both.
- 3.2 This Protocol sets out a framework that enables the Department and Heretaunga-Tamatea to establish a constructive working relationship that gives effect to section 4 of the Conservation Act. It provides for Heretaunga-Tamatea to have meaningful input

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into relevant policy, planning and decision-making processes in the Department's management of conservation lands and fulfilment of statutory responsibilities within the Heretaunga-Tamatea Protocol Area.

### **4 IMPLEMENTATION AND COMMUNICATION**

- 4.1 The Department will establish and maintain effective and efficient communication with the Governance Entity on an ongoing basis by:
- 4.1.1 maintaining a record of the Governance Entity's office holders, and their addresses and contact details;
  - 4.1.2 providing reasonable opportunities for Heretaunga-Tamatea to meet with Department managers and staff;
  - 4.1.3 meeting with the Governance Entity at least once a year to discuss issues of shared interest. The venue may be at a Departmental Office, the Governance Entity's office, or at a marae. The agenda for these meetings may include a review of progress on the Department's work programmes, and an invitation for feedback from the Governance Entity. The parties may also:
    - 4.1.1.1 annually review implementation of the Protocol; and
    - 4.1.1.2 led by the Governance Entity, arrange for an annual report back to the affiliate iwi and hapu of the Governance Entity in relation to any matter associated with the implementation of this Protocol.
  - 4.1.4 providing a primary departmental contact for Heretaunga-Tamatea who will act as a liaison person between Heretaunga-Tamatea and other Departmental staff;
  - 4.1.5 as far as reasonably practicable, training relevant staff on the content of this Protocol and providing Heretaunga-Tamatea, through the Governance Entity, with the opportunity to train relevant staff on Heretaunga-Tamatea values and tikanga; and
  - 4.1.6 seeking to brief the relevant Conservation Board members on the content of this Protocol.
- 4.2 At the first meeting under clause 4.1.3 (which will occur within 12 months of the Settlement date) the Department and the Governance Entity will discuss implementation of this Protocol;
- 4.3 The Department will consider the Governance Entity as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators.
- 4.4 The Department shall invite the Governance Entity to participate in specific departmental projects, including education, volunteer and conservation events that may be of interest to Heretaunga-Tamatea.
- 4.5 The Department and the Governance Entity shall advise each other of any upcoming relevant training opportunities within the Protocol Area related to conservation management that may be of interest to either party.

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- 4.6 The Department and the Governance Entity will inform relevant conservation stakeholders about this Protocol and the Heretaunga-Tamatea settlement, and provide on-going information as required.
- 4.7 The Department will advise the Governance Entity of any Departmental policy directions, including any matters that may relate to the legislative scheme for the conservation related redress under the settlement, and the receipt of any research reports relating to matters of interest to Heretaunga-Tamatea within the Protocol Area, and provide copies of those policy directions and reports.

### **5 BUSINESS MANAGEMENT PLANNING**

- 5.1 The Department's annual business planning process determines the Department's conservation work priorities.
- 5.2 The Department shall provide opportunities for the Governance Entity to be involved in any relevant Conservation Management Strategy reviews or Management Plans within the Protocol Area.
- 5.3 The process for the involvement of the Governance Entity in the Department's business planning process will be as follows:
  - 5.3.1 The Department and the Governance Entity will on an annual basis identify projects that require specific resourcing;
  - 5.3.2 The identified priorities for the upcoming business year will be taken forward by the Department into its business planning process at the regional level and considered along with other priorities;
  - 5.3.3 The decision on whether any specific projects will be funded in any business year will be made by the relevant Conservation Services Manager, after following the co-operative processes set out above;
  - 5.3.4 If the Department decides to proceed with a specific project requested by the Governance Entity, the parties may meet again, if required, to finalise a work plan and a timetable for implementation of the specific project in that business year, in accordance with the resources which have been allocated in the business plan; and
  - 5.3.5 If the Department decides not to proceed with a specific project it will communicate to the Governance Entity the factors that were taken into account in reaching that decision.
- 5.4 The Department shall advise the Governance Entity of contestable funds that the Department services and administers relating to the protection of biodiversity, for example the Matauranga Kura Taiao Fund.
- 5.5 As part of the annual business planning process outlined in clauses 5.1-5.3 of this Protocol, the Department and the Governance Entity may discuss the possibility of a management framework for the Ruahine Forest Park. The Department and the Governance Entity are aware that parties that are not part of this Protocol, such as Iwi, will need to be consulted.



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### **6 VISITOR AND PUBLIC INFORMATION**

- 6.1 The Department has a role to share its knowledge about natural and historic heritage with visitors and the general public. This is to increase their enjoyment and understanding of this heritage, and to develop their awareness of the need for its conservation.
- 6.2 In providing public information, interpretation services and facilities for visitors on the land it manages, the Department acknowledges the importance to Heretaunga-Tamatea of their cultural, traditional and historic values, and the association of Heretaunga-Tamatea, with the land the Department administers within the Protocol Area.
- 6.3 The Department shall work with the Governance Entity at a local Departmental Office level to encourage respect for Heretaunga-Tamatea cultural heritage values by seeking to raise public awareness of any positive conservation partnerships between the Governance Entity, the Department and other stakeholders, for example, by way of publications, presentations, and seminars.
- 6.4 The Governance Entity will be consulted on the use of information about Heretaunga-Tamatea values included in information for visitors published by the Department.
- 6.5 The Department will ensure that accurate information is provided about Heretaunga-Tamatea in the Department's publications by obtaining, so far as possible, the consent of the Governance Entity prior to the publication of any information substantially concerning Heretaunga-Tamatea that has not been obtained from the Governance Entity.
- 6.6 The Department will encourage the participation of Heretaunga-Tamatea in the Department's volunteer and conservation events and programmes by informing the Governance Entity of these programmes and events.

### **7 CULTURAL MATERIALS**

- 7.1 For the purpose of this Protocol, Cultural Materials means plants, plant materials, and materials derived from animals or birds, for which the Department is responsible within the Protocol Area and which are important to Heretaunga-Tamatea in maintaining and expressing its cultural values and practices.
- 7.2 Current legislation means that generally some form of authorisation is required for any gathering and possession of Cultural Materials.
- 7.3 In relation to Cultural Materials, the Department will:
- 7.3.1 provide the Governance Entity with access to and use of Cultural Materials within the Protocol Area when required for cultural purposes, in accordance with the relevant legislation;
  - 7.3.2 consult the Governance Entity in circumstances where there are competing requests from non-Governance Entity persons or entities for the use of Cultural Materials, for example, for scientific research purposes, to see if the cultural and scientific or other needs can be reconciled before the Department makes a decision in respect of those requests;
  - 7.3.3 agree, where reasonably practicable, for the Governance Entity to have access to Cultural Materials which become available as a result of departmental

## **AGREEMENT IN PRINCIPLE**

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operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death or otherwise through natural causes;

- 7.3.4 assist, as far as reasonably practicable, the Governance Entity to obtain plant stock for propagation to reduce the need for plant stock to be gathered from land administered by the Department and to provide advice to the Governance Entity in the establishment of its own cultivation areas; and
- 7.3.5 provide, as far as reasonably practicable, ongoing advice to the Governance Entity for the management and propagation of the plant stock.
- 7.4 The Department and the Governance Entity shall discuss the development of procedures for monitoring levels of use of Cultural Materials in accordance with the relevant legislation and appropriate tikanga.
- 7.5 The Department and the Governance Entity may agree to develop a Cultural Materials plan to provide for the efficient implementation of the matters set out in clause 7 above and which will enable the Governance Entity to implement a process to enable members of Heretaunga-Tamatea to access and use Cultural Materials within the Protocol Area when required for cultural purposes, in accordance with the relevant legislation. Where it is consistent with conservation objectives and relevant legislation, multi-site and/or multi-take authorisations may be granted.

## **8 MARINE MAMMALS**

- 8.1 Heretaunga-Tamatea have a kaitiaki responsibility for preserving, protecting and disposing of marine mammals within the Protocol Area and ensuring cultural protocols are observed in interactions with these mammals.
- 8.2 The Department has responsibilities for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public, when interacting with marine mammals.
- 8.3 The Governance Entity and the Department will:
  - 8.3.1 promptly notify each other, through the nominated contact persons, of all stranding events that come to their attention within the Protocol Area; and
  - 8.3.2 identify in advance, where practical, sites which may not be used for disposing of a dead marine mammal due to health and safety requirements or the possible violation of Heretaunga-Tamatea tikanga.
- 8.4 The parties will notify each other of contact persons who will be available at short notice on a marine mammal stranding. The Governance Entity will authorise their contact person to make decisions on the desire of Heretaunga-Tamatea to be involved.
- 8.5 There may be circumstances during a stranding in which euthanasia is required, including where the marine mammal is obviously distressed or it is clear that a refloating operation will be unsuccessful. The decision to euthanise, which will be made in the best interests of marine mammals and public safety, is the responsibility of an officer or person authorised by the Minister of Conservation. The Department will make reasonable efforts to inform the Governance Entity before any decision to euthanise.

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- 8.6 Both the Department and the Governance Entity acknowledge the scientific importance of information gathered at strandings. The Department will consult the Governance Entity on:
- 8.6.1 the nature of the scientific samples required;
  - 8.6.2 disposal of the marine mammal, including the possibility of the Governance Entity taking responsibility for burial of the marine mammal; and
  - 8.6.3 the availability of teeth, bone and/or baleen to the Governance Entity for cultural purposes.
- 8.7 Subject to the prior agreement of the Department, where disposal of a dead marine mammal is carried out by the Governance Entity, the Department will meet the reasonable costs incurred by the Governance Entity, up to the estimated cost that would otherwise have been incurred by the Department to carry out the disposal.
- 8.8 If Heretaunga-Tamatea does not wish to recover the teeth bone and/or baleen or otherwise participate in the stranding, the Governance Entity will notify the Department, whereupon the Department will take responsibility for disposing of the remains.

## **9 FRESHWATER QUALITY**

- 9.1 For the purposes of the Conservation Act 1987, freshwater includes waters of estuaries, coastal lagoons, wetlands, and the mouths of rivers and streams.
- 9.2 The Department and Heretaunga-Tamatea have a mutual concern to ensure effective riparian management that will contribute to protecting and restoring water quality and prevent the contamination of freshwater. For Heretaunga-Tamatea, the health and wellbeing of freshwater bodies, including their banks and margins, and their associated flora and fauna, is of primary importance. The Department and the Governance Entity will work together to identify activities that will promote effective riparian management.
- 9.3 The Department will take reasonable steps to manage the banks and margins of waterways on public conservation land to prevent destruction of the riparian habitat and the contamination of waterways and the wider environment as a result of its activities.
- 9.4 The Department will consult with the Governance Entity prior to entering into any formal or informal arrangements with any third party that relates to the management of marginal strips within the Protocol Area.

## **10 FRESHWATER FISHERIES**

- 10.1 The Department's functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. Active management is limited to whitebait fishing and those fisheries and habitats that are located on public conservation land. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.
- 10.2 The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations 1994, promulgated under the Conservation Act 1987. The Department acknowledges that Heretaunga-Tamatea have a customary interest in whitebait fisheries in the Protocol Area, and that section 26ZH of the Conservation Act 1987 permits Heretaunga-Tamatea to fish for whitebait outside the season set by the Whitebait Fishing Regulations 1994.

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- 10.3 The Governance Entity has identified freshwater habitats, and all indigenous freshwater species present or formerly present in the Protocol Area as having a high cultural value for Heretaunga-Tamatea.
- 10.4 The Department will adopt a co-operative approach with the Governance Entity in the conservation, management and research of freshwater fisheries and their habitats by:
- 10.4.1 seeking to identify projects relating to fish passage, minimum flows, protection of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of freshwater fisheries and their habitats;
  - 10.4.2 seeking to identify areas for co-operation in advocacy in relation to those matters;
  - 10.4.3 consulting with the Governance Entity in developing or contributing to research and monitoring programmes;
  - 10.4.4 consulting with the Governance Entity on whether to grant applications for the transfer and release of freshwater fish species, including eels, in accordance with section 26ZM of the Conservation Act 1987; and
  - 10.4.5 consulting with Heretaunga-Tamatea regarding any conservation or management activities relating to freshwater fisheries.

## **11 NATURAL HERITAGE/ SPECIES MANAGEMENT**

- 11.1 The Department aims at conserving the full range of New Zealand's ecosystems, maintaining or restoring the ecological integrity of managed sites, and ensuring the survival of threatened species, in particular those most at risk of extinction. An important part of this work is to prioritise recovery actions in relation to the species uniqueness and likelihood of success.
- 11.2 The list of species of importance to Heretaunga-Tamatea will be discussed in the initial post-settlement implementation meeting.
- 11.3 In recognition of the cultural, historic and traditional association of Heretaunga-Tamatea with indigenous flora and fauna found within the Protocol Area for which the Department has responsibility, the Department will, in relation to any species that the Governance Entity may identify as important to them:
- 11.3.1 inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for the Governance Entity to participate in these programmes;
  - 11.3.2 advise the Governance Entity in advance of any Conservation Management Strategy amendments or reviews, or the preparation of any statutory or non-statutory plans, policies or documents, including National Park Management Plan reviews, that relate to the management of those species within the Protocol Area;
  - 11.3.3 advise the Governance Entity of the receipt of any completed research reports relating to any species within the Protocol Area and provide the Governance Entity with copies of those reports if requested; and

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11.3.4 encourage and provide advice to the Governance Entity concerning the protection or management of those species on land owned by Heretaunga-Tamatea.

### 12 SITES OF SIGNIFICANCE

12.1 The Governance Entity consider that Heretaunga-Tamatea's wāhi tapu and other places of cultural heritage significance are taonga (priceless treasures), and the Department will respect the great significance of these taonga by fulfilling the obligations contained in this clause of the Protocol.

12.2 The Department has a statutory role to conserve historic places and structures in areas managed under conservation legislation. It will endeavour to do this for sites of significance to Heretaunga-Tamatea in co-operation with the Governance Entity and according to Heretaunga-Tamatea tikanga and international professional standards for the protection of historic sites.

12.3 The Department and the Governance Entity shall work together to establish processes for dealing with information on wāhi tapu sites in a way that recognises both the management challenges that confidentiality can present and provides for the requirements of the Governance Entity.

12.4 Where members of Heretaunga-Tamatea request information relating to Heretaunga-Tamatea sites of significance will be treated in confidence by the Department (subject to any statutory obligation under the Official Information Act 1982 or any other legislation) in order to preserve the wāhi tapu nature of places.

12.5 The Department shall work with the Governance Entity at the local Departmental Office level to respect Heretaunga-Tamatea values attached to identified wāhi tapu and other places of significance on lands administered by the Department by:

12.5.1 discussing with the Governance Entity, by the end of the second year of this Protocol being issued and on a continuing basis, practical ways in which Heretaunga-Tamatea can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Protocol Area;

12.5.2 when issuing concessions, request that the concessionaire consult with the Governance Entity before using cultural information of Heretaunga-Tamatea;

12.5.3 managing sites of historic significance to the Governance Entity according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993, and in co-operation with the Governance Entity;

12.5.4 informing the Governance Entity if taonga or koiwi are found within the Protocol Area; and

12.5.5 assisting in recording and protecting wāhi tapu and other places of cultural significance to Heretaunga-Tamatea where appropriate, to seek to ensure that

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they are not desecrated or damaged. For example, this may involve ensuring a new track does not traverse an area of particular sensitivity.

### **13 NATIONAL PROGRAMMES**

- 13.1 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. To do this, it conducts a number of national programmes.
- 13.2 If there are any national sites and species programmes operating in the Protocol Area, the Governance Entity will be advised of them. If the Department proposes any new national sites and species programmes for the Protocol Area, the Department will consult the Governance Entity on the proposal.
- 13.3 The Department will advise the Governance Entity of the receipt of any completed research reports relating to indigenous species within the Protocol Area, and provide copies or the opportunity for the Governance Entity to study those reports.
- 13.4 The Department will encourage and provide advice to the Governance Entity concerning the protection or management of those species on land owned or managed by Heretaunga-Tamatea.

### **14 PEST CONTROL**

- 14.1 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of the Department's work. This is done in a way that maximises the value from limited resources available to do this work.
- 14.2 The Department shall:
  - 14.2.1 seek and facilitate early consultation with the Governance Entity on pest control activities within the Protocol Area, particularly in relation to the use of poisons;
  - 14.2.2 provide the Governance Entity with opportunities to review and assess programmes and outcomes; and
  - 14.2.3 where appropriate, consider co-ordinating its pest control programmes with those of the Governance Entity when the Governance Entity is an adjoining landowner.

### **15 RESOURCE MANAGEMENT ACT 1991**

- 15.1 From time to time, Heretaunga-Tamatea and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.
- 15.2 The Governance Entity and the Department will seek to identify issues of mutual interest and/or concern ahead of each party making submissions in Resource Management Act processes.
- 15.3 In carrying out advocacy under the Resource Management Act 1991, the Department shall:

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- 15.3.1 discuss with the Governance Entity the general approach that may be taken by Heretaunga-Tamatea, and the Department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern;
- 15.3.2 have regard to the priorities and issues of mutual concern identified when the Department makes decisions in respect of advocacy under the Resource Management Act; and
- 15.3.3 make resource information available to the Governance Entity to assist in improving their effectiveness in resource management advocacy work.

### **16 STATUTORY AUTHORISATIONS AND STATUTORY LAND MANAGEMENT**

- 16.1 The Governance Entity will be consulted, prior to any public notification process, with regard to categories of statutory authorisations and statutory land management proposals within the Protocol Area that may impact on the cultural or historic values of Heretaunga-Tamatea as identified from time to time by the Governance Entity and the Department. As the Department works within time limits to process statutory authorisations and statutory land management proposals, it will notify the Governance Entity as soon as practicable after receiving an application, and of the time frames for making submissions.
- 16.2 The Department will advise and encourage prospective applicants for a statutory authorisation to consult with the Governance Entity before filing their application.
- 16.3 The Department and the Governance Entity will discuss potential opportunities for Heretaunga-Tamatea to obtain statutory authorisations on public conservation land within the Protocol Area.

### **17 CONSULTATION**

- 17.1 Where consultation is required under this Protocol, the Department will:
  - 17.1.1 Ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;
  - 17.1.2 Provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation;
  - 17.1.3 Approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation; and
  - 17.1.4 Report back to the Governance Entity on any decision that is made and where the decision is contrary to the Governance Entity's submissions, set out the factors that were taken into account in reaching that decision.

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### 18 CHANGES TO STRUCTURE, AFFECTING THE PROTOCOL

- 18.1 The Department will consult with the Governance Entity, on any proposed restructuring or re-organisation of the Department, including any proposed restructuring of the local or regional department offices relating to the Protocol Area.

### 19 DISPUTE RESOLUTION

- 19.1 If a dispute arises in connection with this Protocol, every effort will be made in good faith to resolve matters at a local level within a reasonable time frame. If this process is not successful, the matter may be escalated to a meeting of the relevant Conservation Services Manager and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.
- 19.2 If, following the process in clause [19.1], the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent, and mutually agreed mediator. The costs of mediation are to be split equally between the parties.
- 19.3 If the dispute is not resolved following mediation, and the parties agree that the matter is of such significance that it requires the attention of the Minister of Conservation, then that matter will be escalated to a meeting between a representative of the Governance Entity and the Minister, or their nominees, if the parties agree.

### 20 REVIEW AND AMENDMENT

- 20.1 The parties agree that this Protocol is a living document that may need to be amended to take into account future developments, including any legislative or policy amendment affecting this Protocol.

### 21 DEFINITIONS

- 21.1 In this Protocol:

**Conservation Management Strategy** has the same meaning as in the Conservation Act 1987;

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

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

**Cultural Materials** means plants, plant materials, and materials derived from dead wildlife or marine mammals for which the Department is responsible within the Protocol Area and which are important to Heretaunga-Tamatea in maintaining and expressing its cultural values and practices;

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

**Governance Entity** means the [Heretaunga-Tamatea Governance Entity];



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**Kaitiaki** means environmental guardians;

**Heretaunga-Tamatea** has the meaning set out in clause [ ] of the Deed of Settlement;

**Protocol** means a statement in writing, issued by the Crown through the Minister of Conservation to the Heretaunga-Tamatea Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

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

**ISSUED** on [                      ]

**SIGNED** for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by the Minister of Conservation:

**WITNESS:**

Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

**AGREEMENT IN PRINCIPLE**

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**ATTACHMENT A TO SCHEDULE 6**

**HERETAUNGA-TAMATEA PROTOCOL AREA**

To be confirmed following the signing of this agreement in principle

## AGREEMENT IN PRINCIPLE

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### ATTACHMENT B TO SCHEDULE 6

#### SUMMARY OF TERMS OF ISSUE

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

#### 1 **Amendment and Cancellation**

- 1.1 The Minister may amend or cancel this Protocol but only after consulting with the Heretaunga-Tamatea Governance Entity and having particular regard to its views (section xx).

#### 2 **Noting**

- 2.1 A summary of the terms of this Protocol must be noted in the Conservation Documents affecting the Protocol Area but the noting
- 2.1.1 is for the purpose of public notice; and
  - 2.1.2 does not amend the Conservation Documents for the purposes of the Conservation Act 1987 or the National Parks Act 1980 (section xx)

#### 3 **Limits**

- 3.1 This Protocol does not:
- 3.1.1 restrict the Crown from exercising its powers and performing its functions and duties, in accordance with the law and government policy, including:
    - (a) introducing legislation; or
    - (b) changing government policy; or
    - (c) issuing a protocol to or interacting or consulting with anyone the Crown considers appropriate including any iwi, hapu, marae, whanau or representatives of tangata whenua (section xx);
  - 3.1.2 restrict the responsibilities of the Minister or the Department or the legal rights of Heretaunga-Tamatea (section xx);
  - 3.1.3 grant, create or provide evidence of an estate or interest in or rights relating to:
    - (a) land held, managed or administered under Conservation Legislation; or
    - (b) flora or fauna managed or administered under Conservation Legislation; or
    - (c) rights relating to the common marine and coastal area defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011 (section xx).

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### 4 **Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce the Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (this does not exclude a Court from awarding costs incurred in enforcing the Protocol (section xx).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement. (section xx).

## 7 VALUATION PROCESS FOR POTENTIAL COMMERCIAL REDRESS PROPERTIES

*Note: Unless otherwise agreed in writing between the relevant landholding agency and Heretaunga-Tamatea, 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

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

7.1.1 its transfer value; and

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

7.2 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

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

7.3.1 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

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

7.4 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.

7.5 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

7.6 Each valuer must be a registered valuer.

7.7 The valuation arbitrator –

## **AGREEMENT IN PRINCIPLE**

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7.7.1 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

7.7.2 is appointed when he or she confirms his or her willingness to act.

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

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

7.8.1 [50] business days after the notification date, provide a copy of its final valuation report to the other party; and

7.8.2 [60] business days after the notification date, provide its valuer's written analysis report to the other party.

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

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

7.10 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.

7.11 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**

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

7.12.1 the parties must endeavour to agree in writing:

- (a) the transfer value of the property; or
- (b) if the property is a school site, the transfer value (being the agreed market value based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%); and
- (c) if the property is a leaseback property that is not a school site, its initial annual rent;

7.12.2 either party may, if the transfer value of the property, or if applicable, its initial annual rent, is not agreed in writing within [70] business days after the notification date and if a valuation arbitrator has been appointed under

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paragraph 7.3.2 or paragraph 7.4, refer that matter to the determination of the valuation arbitrator; or

- 7.12.3 if that agreement has not been reached within the [70] business day period but the valuation arbitrator has not been appointed under paragraph 7.3.2 or paragraph 7.4, the parties must attempt to agree and appoint a person to act as the valuation arbitrator within a further [5] business days; and
- 7.12.4 if paragraph 7.12.3 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
- 7.12.5 the valuation arbitrator, must promptly on his or her appointment, specify to the parties the arbitration commencement date.

### **VALUATION ARBITRATION**

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

7.13.1 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

7.13.2 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.

7.14 Each party must –

7.14.1 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

7.14.2 attend the arbitration meeting with its valuer.

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- 7.15 The valuation arbitrator must –
- 7.15.1 have regard to the requirements of natural justice at the arbitration meeting; and
  - 7.15.2 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.
- 7.16 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**

- 7.17 The transfer value of the property, and if applicable its initial annual rent, is:
- 7.17.1 determined under paragraph 7.10 or 7.11, (as the case may be); or
  - 7.17.2 agreed under paragraph 7.12.1; or
  - 7.17.3 the market value and, if applicable, market rental determined by the valuation arbitrator under paragraph 7.15.2, if the determination is in respect of a property that is not a school site; or
  - 7.17.4 if the property is a school site, the market value determined by the valuation arbitrator under paragraph 7.15.2, (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**

- 7.18 In relation to the time limits each party must use reasonable endeavours to ensure -
- 7.18.1 those time limits are met and delays are minimised; and
  - 7.18.2 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.



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### **DETERMINATION FINAL AND BINDING**

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

### **COSTS**

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

7.20.1 its costs; and

7.20.2 half the costs of a valuation arbitration; or

7.20.3 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 to Schedule 7

[Valuer's name]

[Address]

#### Valuation instructions

#### INTRODUCTION

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

#### PROPERTY TO BE VALUED

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

*[describe the property including its legal description]*

#### [PROPERTY TO BE LEASED BACK

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

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

#### AGREEMENT IN PRINCIPLE

A copy of the agreement in principle is enclosed.

Your attention is drawn to –

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

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

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

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

## AGREEMENT IN PRINCIPLE

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### ASSESSMENT OF MARKET VALUE REQUIRED

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

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

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

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

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

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

### [MARKET VALUE OF A SCHOOL SITE

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

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

A two step process is required:

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

## **AGREEMENT IN PRINCIPLE**

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

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

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

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

### **VALUATION OF PROPERTY**

You must, in relation to a property:

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

## **AGREEMENT IN PRINCIPLE**

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

### **REQUIREMENTS OF YOUR VALUATION**

Our requirements for your valuation are as follows.

You are to assume that –

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

Your valuation is –

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

## **AGREEMENT IN PRINCIPLE**

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

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

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

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

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

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

## AGREEMENT IN PRINCIPLE

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### ACCEPTANCE OF THESE INSTRUCTIONS

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

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

### ACCESS

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

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

### OPEN AND TRANSPARENT VALUATION

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

In particular, you must:

- (a) copy any questions you have or receive with regard to the valuation, together with the responses, to the settling group, the land holding agency, and the other valuer: and
- (b) make all reasonable attempts throughout this valuation process to resolve differences between you and the other valuer before delivering a copy of your final valuation report to us.

Yours faithfully

**[Name of signatory]**

**[Position]**

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

## 8 VALUATION PROCESS FOR CROWN FOREST LAND

### Valuation Process

#### Agreement between

The Crown acting through Land Information New Zealand

"The Crown"

AND

"The Claimant"

#### Definitions and Interpretation

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

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

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

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

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

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

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

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

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



## AGREEMENT IN PRINCIPLE

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**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:
  - 3.1 appoint a Registered Valuer in accordance with this valuation process; and
  - 3.2 give notice to the other of the identity of the Registered Valuer.
- 4 The Principals shall ensure that the terms of appointment of their respective Valuers require them to participate in the process in accordance with the terms set out in this valuation process.
- 5 The Principals shall send the appended instructions to their respective Valuers within 5 Business days of the notice given to the other of the identity of each Valuer.
- 6 The Principals shall jointly appoint an Arbitrator who is qualified and experienced in valuing assets similar to Crown Forest Land and is a member of the Arbitrators' and Mediators' Institute of New Zealand Incorporated. The appointment is made once the appointee has confirmed in writing that they will provide the required service in accordance with this valuation process. This appointment is to be made no later than 20 Business Days from when this valuation process is agreed.
- 7 If no appointment has been made within the time period specified in paragraph 6, the Crown shall, within 5 Business Days, request that the President of the Arbitrators' and Mediators' Institute of New Zealand Incorporated make such an appointment.

## AGREEMENT IN PRINCIPLE

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

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

### **Initial Meeting**

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

### **Exchange of Valuation Reports**

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

### **Presentation of Valuation Reports**

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

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

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

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

## AGREEMENT IN PRINCIPLE

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

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

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

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

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

## AGREEMENT IN PRINCIPLE

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### General provisions

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

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### INSTRUCTIONS TO VALUERS FOR LICENSED

#### CROWN FOREST LAND

#### INTRODUCTION

The Agreement in Principle for the Settlement of [ ] (the “AIP”) provides the opportunity for the claimants to acquire the licensor’s interest in the Crown Forest Land that is subject to the [ ] Crown forestry licence (the “**Crown Forest Land**”).

The valuation of the licensor’s interest in the Crown Forest Land is to be undertaken in the context of the AIP between the Crown and [ ]

The licensor’s interest is the interest as proprietor of that land and is to be assessed on the basis that the Crown Forest Land will transfer as a result of a deemed recommendation from the Waitangi Tribunal and that the restrictions of the Crown Forest Assets Act 1989 such as prohibition on sale no longer apply (i.e the licensor is assumed to be the claimants, not the Crown, for the purpose of the valuation).

The principals, being the Crown (acting through Land Information New Zealand in respect to valuations) and the claimant, wish to obtain market valuations for specified part of the Crown Forest Land available for selection.

#### REQUIREMENTS

1. Any transfer of the Crown Forest Land to the claimants would be deemed to be the result of a recommendation from the Waitangi Tribunal under section 8HB of the Treaty of Waitangi Act 1975. This would trigger the relevant sections of Part II of the Crown forestry licences.
2. The Crown forest land is to be valued as though:
  - a. a computer freehold register (CFR) can be issued (a possible delay of up to 5 years) for the land to be valued and is subject to and together with the encumbrances identified in the disclosure data together with any subject and appurtenant easements arising from consultation under Section 17.4.1 of Part IIC of the Crown forestry licence;
  - b. the land will transfer subject to the Crown forestry licence;
  - c. the termination period of the licence will begin on 30 September following the giving of the termination notice (assumed to be 30 September 20XX);
  - d. [where a whole Crown forestry licence is offered to Iwi, the provisions of Section 14.2 and Part IIB (Section 16) of the licence will apply to the land;] or [where part of a Crown forestry licence is offered to Iwi, the provisions of Section 14.3 and Part IIC (Section 17) of the licence will apply to the land;]
  - e. [where part of a Crown forestry licence is offered to Iwi, the Crown will be responsible for carrying out and completing the survey necessary to define the

## AGREEMENT IN PRINCIPLE

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boundaries between the part selected and the balance of the licensed land together with any reciprocal easements arising from consultation under Section 17.4.1 of Part IIC of the Crown forestry licence before a CFR can issue. This process may take up to 5 years to complete;] and

- f. New Zealand Units (NZU) will not transfer with the land (due to NZUs being dealt with separately from settlement redress).
3. Each valuer is required:
    - to provide a valuation report as at [ ] (the "**Valuation Date**");
    - to provide the market value of the licensor's interest (as described in paragraph 4 below) clearly setting out how this was determined.
  4. The value required is the market value being the estimated amount, exclusive of GST, at which the licensor's interest in the Crown Forest Land might be expected to exchange, on the Valuation Date, between a willing buyer and a willing seller, in an arm's length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion.
  5. Both valuers are to jointly, at times to be agreed between them and the licence holders:
    - inspect the properties; and
    - inspect the sales information and its supporting evidence.
  6. Before the valuation reports are prepared, in accordance with clause 9 of the Valuation Process document, the valuers are to reach agreement on:
    - a list of comparable sales to be used in determining the value of the Crown Forest Land;
    - the geographic extent and relevant matters concerning the licensor's interest in the Crown Forest Land;
    - the base information on current rentals paid along with other market rental evidence; and
    - the base information or inputs into a formula for assessing future rentals to take account of the return provisions in the Crown forestry licence.
  7. Each valuation report provided by a valuer shall:
    - include an assessment of the market value as at the Valuation Date, identifying and explaining the key issues affecting value, if any;
    - For the avoidance of doubt set out any assumptions on which the valuation is based, including:

## AGREEMENT IN PRINCIPLE

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

## **AGREEMENT IN PRINCIPLE**

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- 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:

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



## AGREEMENT IN PRINCIPLE

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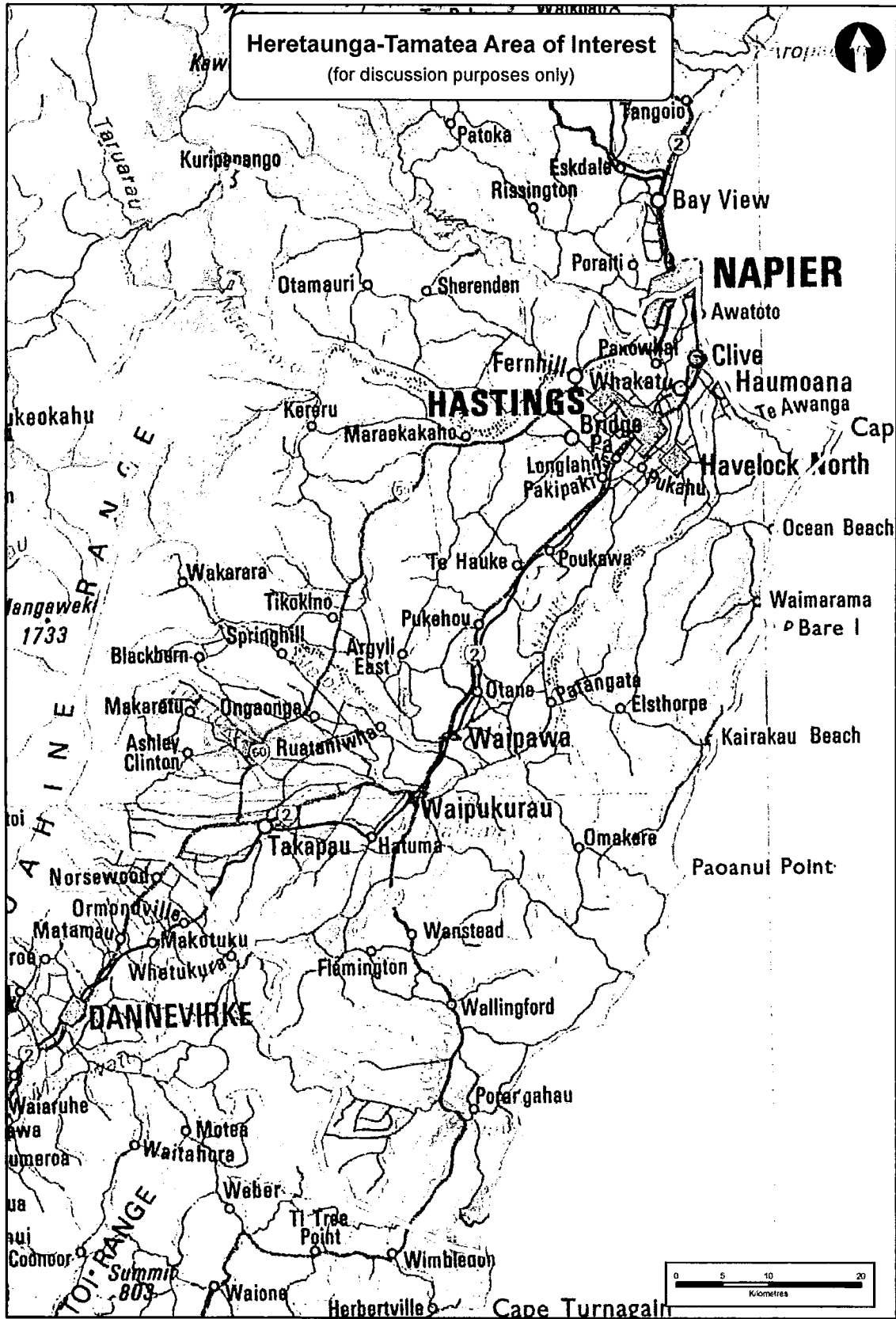
**Valuation Commencement Date** means the date by which disclosure has been provided by the Crown to the Claimant as outlined in Paragraph 2 of the Valuation Process.

**ATTACHMENTS**

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1 AREA OF INTEREST



## 2 CROWN AND HERETAUNGA-TAMATEA PROCESS FOR RESOLVING OVERLAPPING CLAIMS

The following groups have been identified as having interests in the Heretaunga-Tamatea area of interest:

- Ahuriri Hapū, represented by Mana Ahuriri Incorporated (MAI)
- Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua, represented by Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Trust (NKWTAR Trust)
- Rangitāne o Wairarapa-Tāmaki Nui ā Rua represented by Rangitāne Settlement Negotiation Trust (RSNT)
- Rangitāne o Manawatu, represented by Tanenuiarangi Manawatu Incorporated (TMI)
- Ngāti Tūwharetoa, represented by Tūwharetoa Hapū Forum (THF)
- Mōkai Pātea, represented by Mōkai Pātea Waitangi Claims Trust (MPWCT)
- Mōkai Pātea, represented by Ngāti Hinemanu me Ngāti Paku Heritage Trust (NHNPH)

**Table 1: Process for resolving overlapping claims within Heretaunga-Tamatea area of interest to date**

<b>Date</b>	<b>HTT</b>	<b>Crown</b>	<b>Overlapping claimants</b>
<b>EARLY ENGAGEMENT</b>			
October – December 2013	Overlapping claims strategy agreed  He Toa Takitini (HTT) received Crown letters regarding overlapping claims with THF	Overlapping claims strategy agreed  Initial Crown letter sent to overlapping groups, except THF and NHNPHT	
December 2013 – May 2014	HTT had ongoing engagement with MAI on Kaweka and Gwavas Forest interests  HTT held discussions with RSNT, agreeing that hapū and marae within the overlapping area will discuss overlapping claims themselves. Once agreement has been reached between parties, a letter will be signed by both HTT and RSNT reflecting this  HTT and MPWCT agreed to meet to discuss their overlapping claims	Sends letter to overlapping groups outlining key elements of the redress package after the final Crown offer has been accepted	
<b>11 June 2014 – Sign agreement in principle subject to overlapping claims</b>			

## AGREEMENT IN PRINCIPLE

**Table 2: Process for resolving overlapping claims with Mana Ahuriri Incorporated following the agreement in principle**

Date	HTT	Crown	MAI
16 June 2014		Agreement in principle put on the Office of Treaty Settlements' (OTS) website	
18 June 2014		Customary interests report completed (for Kaweka and Gwavas Crown Forests only)	
3 July 2014	Agreement reached with MAI on all overlapping claims		Agreement reached with HTT on all overlapping claims
IF THERE ARE UNRESOLVED OVERLAPPING CLAIMS			
4 July 2014		Invites HTT and MAI to make submissions on their respective claims	
18 July 2014	Provides submission to the Crown		Provides submission to the Crown
4 August 2014		Minister for Treaty of Waitangi Negotiations (the Minister) makes preliminary decision and HTT and MAI are notified	
18 August 2014	Provides submission to the Crown on the Minister's preliminary decision		Provides submission to the Crown on the Minister's preliminary decision
29 August 2014		The Minister releases final decision on overlapping claims	

**Table 3: Process for resolving all overlapping claims, except those with MAI, following the agreement in principle**

Date	HTT	Crown	Overlapping claimants
16 June 2014		Agreement in principle put on the OTS website  Sends letter to all overlapping groups notifying them that Heretaunga-Tamatea and the Crown have signed an agreement in principle, and outlining the proposed redress and the steps for resolving any outstanding overlapping claims issues	
1 August 2014	Provides Crown with details of agreements reached and any outstanding matters		Provide Crown with details of agreements reached and any outstanding matters
5 September 2014	Agrees process to resolve all outstanding	Agrees process to resolve all outstanding overlapping	Agree process to resolve all outstanding

## AGREEMENT IN PRINCIPLE

	overlapping claims	claims	overlapping claims
5 December 2014	All outstanding issues resolved	All outstanding issues resolved	All outstanding issues resolved
<b>IF THERE ARE UNRESOLVED OVERLAPPING CLAIMS</b>			
13 February 2015		The Minister makes a preliminary decision on any unresolved overlapping claims	
13 March 2015	Responds to the Minister's preliminary decisions		Respond to the Minister's preliminary decisions
10 April 2015		The Minister releases final decision on overlapping claims	
<b>HERETAUNGA-TAMATEA SIGN DEED OF SETTLEMENT</b>			