

**NGĀTI MARU**

**and**

**THE CROWN**

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**AGREEMENT IN PRINCIPLE  
TO SETTLE  
HISTORICAL CLAIMS**

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**20 December 2017**

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## 1 KUPU WAWAHI - BACKGROUND

### He Ruruku

Ruruku te rangi  
E Rongo tēnei te rangi ka ruruku  
Piere te rangi  
E Rongo tēnei te rangi ka piere  
Ngatata te rangi  
E Rongo tēnei te rangi ka ngatata  
Tēnei te rangi ka ū ka mou  
Ko te ruruku i rukutia ai  
Ko Ranginui e tū nei  
Tēnei te ruruku ka ū ka mou  
Ko te ruruku o tēnei whenua  
I rukutia kutikuti pekapeka  
Ko Papatūānuku e takoto nei  
Tēnei te ruruku ka ū ka tamoua ki ngā tauira  
He ruruku ki tēnei matua iwi  
He ruruku ki a Ngāti Maruwharanui e hai!  
*Tuturu o whiti, whakamaua kia tina, hui e, tāiki e!*

### Ko te rohe o Ngāti Maruwharanui

Kua tāmoua te rohe o Ngāti Maruwharanui ki ngā tongi whenua ki ngā tongi kōrero.

Waitaraiti kei raro  
Mangaehu kei runga  
Tatū ki te raki  
Te Ihuwaka ki te tonga

Ngā awa honohono i ēnei tongi, ko Taramoukou, ko Manganui, ko Pātea ki te hauāuru,  
ko Tangahoe ki uta, ko Whanganui, ko Tangarakau, ko Heao ki te rāwhiti.

Te tipuna tuitui ko Waewaeroa. Kei roto i ēnei huahanga ngā whenua, ngā awa, ngā  
wairere, ngā puke teitei, ngā kōiwi o ngā tipuna me ngā taonga katoa o Ngāti  
Maruwharanui– Whiti kia tina, hui e tāiki e!

Mai i te punawai o te Awaroa ki tōna hononga ki Maikaikatea, ka haere whenua mai i te  
punawai o Maikaikatea tika tonu ki ēnei puke tapu, ki Hinau, ki Tangitu, ki Pouiatua me  
Tuipake.

Ka heke mai i Tuipake i te punawai o Taramoukou awa ki tōna putanga ki te Awaroa ki  
tōna hononga ki te awa o Manganui. Ka huri ki te tonga, ka whai i te awa o Manganui ki  
te ara whenua o Te Ahurangi.

Mai i te Ahurangi ki te awa o Pātea ki tōna hononga ki te awa o Mangaehu. Mai i te  
awa o Mangaehu, ka haere whenua ki te tihī o Mate a Ongaonga.

Ka heke iho i te Ihuwaka ki Tangahoe ki uta ki tōna putanga ki te awa o Whanganui.

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Ka piki i te awa o Whanganui ki tōna hononga ki te awa o Tangarakau. Ka piki i te awa o Tangarakau ki tōna hononga ki te awa o Heao. Ka piki atu i te awa o Heao, tae atu ki tōna punawai, ka haere whenua ka piki ki te tihi o te Tatū.

Ka heke iho i te Tatū ki te Rerepahupahu, ka whiti atu ki Waitaraiti.

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

- 1.1 Ngāti Maru gave the Te Rūnanga o Ngāti Maru Trust a mandate to negotiate a deed of settlement settling the historical claims of Ngāti Maru with the Crown following extensive mandating hui in August 2015.
- 1.2 The Crown recognised Te Rūnanga o Ngāti Maru Trust's mandate on 29 March 2016.
- 1.3 Te Rūnanga o Ngāti Maru Trust and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 27 July 2016.

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

- 1.4 Te Rūnanga o Ngāti Maru Trust and the Crown have agreed, in principle, the nature and scope of the deed of settlement.
- 1.5 This agreement in principle records that agreement and concludes substantive negotiations of the redress contemplated in this agreement in principle.

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

- 1.6 Te Rūnanga o Ngāti Maru Trust has –
  - 1.6.1 approved this agreement in principle; and
  - 1.6.2 authorised the mandated negotiators to sign it on its behalf.

## 2 TE MARU ORA

Maru Hāhā  
Hāhā te whenua  
Hāhā te tangata

Tēnei a Maru te kune nei i uta,  
te weu nei i uta, te aka nei i uta,  
te tāmōre nei i uta, te hihiri nei i uta  
Ko hiringa nuku,  
Ko hiringa rangi,  
Ko hiringa te kōrero,  
Ko hiringa te wānanga,  
Ko hiringa tau  
Ko hiringa taketake ki te whai ao ki te ao mārama!

Pūpūwha manawa o tama  
Whakaeaea manawa o tama ki te rangi  
Rangi-nui, Rangi-roa, Rangi-tahua  
Tahua-a-nuku, Tahua-a-rangi  
E Tū e, hōmai tō wairua ora, he ora!

Whakaeaea mai he manawa nui, he manawa ora  
He manawa ū, he manawa tina, he manawa toka  
Tēnei tō manawa ka poutāikitia, ā, noho tō manawa, he manawa ora!  
He manawa ki mihia, he manawa ki rawea  
*Tuturu o whiti, whakamaua kia tina, hui e, tāiki e!*

Tihei a Maru Ora!  
*Behold the vitality of Maru!*

Maru is our founding ancestor. Maru means power and authority.  
It also means to shelter, protect and to safeguard from harm or injury (wharanui).

- 2.1 The vision for settlement of Te Rūnanga o Ngāti Maru Trust is to create a strategic and durable settlement for uri of Ngāti Maru, and in doing so, ensure the iwi achieves:
- 2.1.1 a comprehensive, robust and fair settlement of historical claims of Ngāti Maru; and
  - 2.1.2 a settlement within as short a time as possible but consistent with clause 2.1.1; and
  - 2.1.3 a settlement that provides appropriate recognition and redress in accordance with the Ngāti Maru settlement framework, Te Maru Ora.
- 2.2 Te Maru Ora follows the guiding principles of:

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- 2.2.1 **Utu/Whakaaronui** – balance and reciprocity, including the accompanying value of manaakitanga, and requiring respect, empathy and generosity; and
  - 2.2.2 **Future Prosperity/Tirohangaroa** – commitment to negotiating outcomes that are to the greatest possible benefit of Ngāti Maru; and
  - 2.2.3 **Good Faith/Te Pono** – honesty and sincerity, mutual trust and confidence between the parties and transparency.
- 2.3 Te Rūnanga o Ngāti Maru Trust's values, principles and aspirations are:
- 2.3.1 **Maru Roto** – Kia matomato te tupu o Ngāti Maru tangata, Ngāti Maru ahurea. Strengthening Ngāti Maru within. Ngāti Maru are healthy and flourishing physically, spiritually, emotionally and culturally; and
  - 2.3.2 **Maru Taha** – He whakapumau i ngā hononga. He tuitui i te whanaugatanga. He taketake Rongo. Strengthening relationships and building connections; and
  - 2.3.3 **Maru Muri** – Ko te aro ki ngā kōrero taketake o Ngāti Maru. He whakatau i ngā mahi o nehe kia marire te noho. Understanding and learning from our history and experience; and
  - 2.3.4 **Maru Mua** – Ko te whakapikitanga o te ōhanga o Ngāti Maru. Strengthening Ngāti Maru's future prosperity; and
  - 2.3.5 **Maru Pae** – Kia tau te tāmōre more nui nō Papa nō Rangi. Connection to place (our whenua, awa, marae, ngā waahi tapu); and
  - 2.3.6 **Maru Tiketike** – Kia puawai ai a Ngāti Maru i roto i ōna kawenga katoa. Reaching for the heavens – innovation and outstanding achievement.

### **3 AGREEMENT IN PRINCIPLE**

3.1 Ngāti Maru and the Crown agree –

- 3.1.1 that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle; and
- 3.1.2 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 4.5 of this agreement in principle, and agree or determine (where applicable) those matters under clauses 4.8 and 11.2; and
- 3.1.3 the deed of settlement is to be signed by or on behalf of Ngāti Maru, the governance entity, and the Crown.

## 4 SETTLEMENT

### Settlement of historical claims

- 4.1 The deed of settlement is to provide that, on and from the settlement date:
- 4.1.1 the historical claims of Ngāti Maru are settled; and
  - 4.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
  - 4.1.3 the settlement is final.
- 4.2 The definitions of the historical claims, and of Ngāti Maru, are to be based on the definitions of those terms in schedule 1.

### Terms of settlement

- 4.3 The terms of the settlement provided in the deed of settlement are to be:
- 4.3.1 those in schedule 2; and
  - 4.3.2 any additional terms agreed by the parties.

### Redress

- 4.4 The deed of settlement is to provide for redress in accordance with this agreement in principle.
- 4.5 However, the deed of settlement will include:
- 4.5.1 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
  - 4.5.2 a property that this agreement in principle specifies as a potential cultural redress property, or a potential commercial redress property, or a potential deferred selection property, subject to final written confirmation from the Crown that each of those properties is available. If any such potential property is not available, the Crown is under no obligation to substitute that property with another property.

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- 4.6 If the Crown is unable to confirm any redress contemplated by this agreement in principle due to overlapping claims, the parties will discuss alternative redress where available 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.
- 4.7 If any new redress is offered by the Crown in accordance with clause 4.6, Ngāti Maru acknowledge that clauses 4.5.1 and 4.5.2 apply to that redress.

### **Transfer of settlement properties**

- 4.8 The settlement documentation is to provide that the transfer of:
- 4.8.1 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.
- 4.8.2 a redress property, will be subject to any encumbrance or right, in relation to that property that the settlement documentation either –
- (a) describes as existing at the date of the deed of settlement; or
  - (b) requires to be created on or before the settlement date.
- 4.8.3 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.

### **Egmont National Park (Taranaki Maunga) collective negotiations**

- 4.9 Ngāti Maru and the Crown acknowledge:
- 4.9.1 Mount Taranaki (Taranaki Maunga) is of significant cultural, spiritual and traditional importance to the iwi of Taranaki; and

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- 4.9.2 the Crown and the eight iwi of Taranaki with interests in Taranaki Maunga (Ngāti Maru, Ngāruahine, Te Ātiawa, Ngāti Ruanui, Ngā Rauru Kītahi, Ngāti Tama, Taranaki Iwi and Ngāti Mutunga) have begun collective negotiations for redress over Egmont National Park (Taranaki Maunga); and
- 4.9.3 any agreement in relation to Taranaki Maunga is separate to the Ngāti Maru comprehensive Treaty settlement outlined in this agreement in principle.
- 4.10 Any Taranaki Maunga agreement will provide for a Crown apology and cultural redress over Taranaki Maunga for the eight iwi of Taranaki with interests in Taranaki Maunga.
- 4.11 To avoid doubt, the Ngāti Maru settlement legislation will settle all Ngāti Maru historical Treaty of Waitangi claims in relation to Taranaki Maunga.

### **Whanganui National Park collective negotiations**

- 4.12 The Crown acknowledges that Whanganui National Park is of cultural, spiritual, historical and traditional importance to Ngāti Maru and other iwi and hapū with interests in Whanganui National Park.
- 4.13 The Crown and Ngāti Maru acknowledge that other iwi and hapū have interests in Whanganui National Park and agree that, should they wish to, those iwi and hapū with interests may actively engage in collective redress discussions to provide arrangements for the benefit of the iwi and hapū with interests in Whanganui National Park. It is envisaged that this will include all iwi and hapū with interests in Whanganui National Park agreeing upon a process to negotiate collective redress arrangements recognising their interests in Whanganui National Park.
- 4.14 The Crown is committed to undertaking collective negotiations for cultural redress with the iwi and hapū with interests in Whanganui National Park.
- 4.15 To avoid doubt, the Ngāti Maru settlement legislation will settle all historical Ngāti Maru Treaty of Waitangi claims in relation to Whanganui National Park.

## **5 MARU MUA - HISTORICAL ACCOUNT, ACKNOWLEDGEMENTS AND APOLOGY**

### **Historical account, Crown acknowledgements and Crown apology**

- 5.1 The deed of settlement is to include –
- 5.1.1 an agreed account of the historical relationship between Ngāti Maru and the Crown which will be developed by the parties; and
  - 5.1.2 the Crown's acknowledgement of its acts and omissions which have breached Te Tiriti of Waitangi/the Treaty of Waitangi and its principles or caused prejudice to Ngāti Maru; and
  - 5.1.3 a Crown apology for those breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

### **Ngāti Maru proposed historical account headings**

- 5.2 The historical account will address the issues listed below –
- 5.2.1 Ngāti Maru origins;
  - 5.2.2 early contact with Pākehā;
  - 5.2.3 warfare;
  - 5.2.4 raupatu;
  - 5.2.5 the Compensation Court;
  - 5.2.6 'Deeds of Cession';
  - 5.2.7 the Native Land Court and private purchasing;
  - 5.2.8 Ngāti Maru and Parihaka;
  - 5.2.9 West Coast Settlement Reserves and other lands;
  - 5.2.10 landlessness;
  - 5.2.11 efforts to obtain redress for raupatu; and
  - 5.2.12 social and economic outcomes.

## **6 MARU PAE - CULTURAL REDRESS**

### **General**

6.1 All items of cultural 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 cultural redress tables provided below and set out in clauses 4.5, 4.8 and 11.2 of this agreement in principle.

### **Commitment to explore potential cultural redress**

6.2 The Crown and Ngāti Maru agree to explore further potential cultural redress over the properties listed in Table 1 below:

**Table 1 – Properties to explore further potential cultural redress**

<b>Landholding Agency</b>	<b>Name of area</b>	<b>General description/location</b>	<b>Possible conditions currently known</b>
Department of Conservation	Ohawae Road Conservation Area	44.5154 hectares, more or less, being Section 10 Block VIII Ngatimaru Survey District.	Vest in fee simple.  Refer to map 1 in the attachments.
Department of Conservation	Tui Domain Recreation Reserve	2.7316 hectares, more or less, being Section 13 Block X Mahoe Survey District. All <i>Gazette</i> 1956 p718.	Vest in fee simple.  Refer to map 2 in the attachments.
Department of Conservation	Puniwhakau Stock Local Purpose Reserve	2.0234 hectares, more or less, being Section 10 Block III Omoana Survey District. Part <i>Gazette</i> 1898 p1948.	Vest in fee simple.  Refer to map 3 in the attachments.
Department of Conservation	Tarawai Conservation Area	14.5687 hectares, more or less, being Section 12 Block XI Upper Waitara Survey District. All <i>Gazette</i> 1964 p59.	Vest in fee simple.  Refer to map 4 in the attachments.
Department of Conservation	Matau Conservation Area	84.0734 hectares, more or less, being Sections 27, 31 and 36 Block XIV Upper Waitara Survey District.	Vest in fee simple.  Refer to map 5 in the attachments.

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Department of Conservation	Whetu Conservation Area	12.7476 hectares, more or less, being Section 60 Block XIV Upper Waitara Survey District.	Vest in fee simple.  Refer to map 6 in the attachments.
Department of Conservation	Ngatoto Conservation Area	11.8876 hectares, more or less, being Section 50 Block II Ngatimaru Survey District.	Vest in fee simple.  Refer to map 7 in the attachments.
Department of Conservation	Tarata Village Pound Local Purpose Reserve	0.1745 hectares, more or less, being Section 44 Tarata Village. Part <i>Gazette</i> 1888 p904.	Vest in fee simple.  Refer to map 8 in the attachments.
Department of Conservation	Tarata Village Public Buildings Site Local Purpose Reserve	0.1049 hectares, more or less, being Part Section 49 Tarata Village. Part <i>Gazette</i> 1888 p904.	Vest in fee simple.  Refer to map 9 in the attachments.
Department of Conservation	Jury Conservation Area	7.1600 hectares, more or less, being Lot 11 DP 16681. Part <i>Gazette</i> notice 321671.	Vest in fee simple subject to reserve status (to be determined)  Refer to map 10 in the attachments.
Department of Conservation	Kirai Scenic Reserve	19.5993 hectares, more or less, being Sections 37 and 57 Block XV Ngatimaru Survey District. All <i>Gazette</i> 1933 p 1938 and All <i>Gazette</i> notice 121381.	Vest in fee simple western portion subject to reserve status (to be determined).  Vest in fee simple.  Refer to map 11 in the attachments.
Department of Conservation	Part name unknown (Crown Land Reserved from Sale [marginal strip])	3 hectares, approximately, being Crown Land Block XV Mahoe Survey District shown on SO 6402. Subject to survey.	Vest in fee simple western portion of the site outside Whanganui National Park with reserve status (to be determined).  Refer to map 12 in the attachments.

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Department of Conservation	Marginal Strip – Tangarakau River	3.5 hectares, approximately, being Crown Land Block XII Pouatu Survey District shown on SO 5592. Subject to survey.	Vest in fee simple subject to reserve status (to be determined).  Refer to map 13 in the attachments.
Department of Conservation	Marginal Strip – Tangarakau	1.05 hectares, approximately, being Crown Land Block VII Pouatu Survey District shown on SO 7580 and SO 7596. Subject to survey.	Vest in fee simple subject to reserve status (to be determined).  Refer to map 14 in the attachments.
Department of Conservation	Waitara River No 3 Marginal Strip	5.24 hectares, approximately, being Crown Land Block XIV Upper Waitara Survey District shown on SO 10035. Subject to survey.	Vest in fee simple subject to reserve status (to be determined).  Refer to map 15 in the attachments.
Department of Conservation	Kerekeringa Conservation Area	0.4047 hectares, more or less, being Section 19 Block III Huiroa Survey District.	Vest in fee simple subject to reserve status (to be determined).  Refer to map 16 in the attachments.
Department of Conservation	Autawa Road Conservation Area	0.3 hectares, approximately, being Crown Land Block III Huiroa Survey District shown on ML 1261. Subject to survey.	Vest in fee simple subject to reserve status (to be determined).  Refer to map 17 in the attachments.
Department of Conservation	Marginal Strip - Waitara River	0.4970 hectares, more or less, being Crown Land Block III Huiroa Survey District shown on SO 9192.	Vest in fee simple subject to reserve status (to be determined).  Refer to map 18 in the attachments.

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Department of Conservation	Purangi Scenic Reserve	42.2849 hectares, more or less, being Sections 44 and 52 Block II Ngatimaru Survey District. All <i>Gazette</i> 1949 p 1423 and All <i>Gazette</i> notice 293091.3.	Vest in fee simple subject to reserve status (to be determined) and ongoing Department of Conservation involvement in the site (to be determined).  Refer to map 19 in the attachments.
Land Information New Zealand	L/B PF1006 593-595 Raekohua Road, Tangarakau	1.3405 hectares, more or less, being Section 17 Block VII Pouatu Survey District. All computer freehold register TNK3/819.	Vest in fee simple.  Refer to map 29 in the attachments.
Land Information New Zealand	Tahora Railways L/B PF 887	4.0059 hectares, more or less, being Section 61 Tahora Suburban. All computer freehold register TNK2/9.	Vest in fee simple.  Refer to map 33 in the attachments.
Land Information New Zealand	Matau School House, L/B PF1684 848 Junction Road	0.1252 hectares, more or less, being Part Section 22 Block II Ngatimaru Survey District. All computer freehold register TN158/5.	Vest in fee simple.  Refer to map 34 in the attachments.
Land Information New Zealand	Matau School Grounds, L/B PF1577 847 Junction Road (former Matau Primary School)	4.0469 hectares, more or less, being Section 26 Block II Ngatimaru Survey District. All computer freehold register TN30/150.	Vest in fee simple.  Refer to map 35 in the attachments.
Land Information New Zealand	Tarata School L/B PF 1426	1.4847 hectares, more or less, being Section 53 Tarata Village. All computer freehold register 74065.	Vest in fee simple.  Refer to map 36 in the attachments.
Land Information New Zealand	Tarata School House L/B PF 1427	0.1012 hectares, more or less, being Part Section 52 Tarata Village. All computer freehold register 59248.	Vest in fee simple.  Refer to map 37 in the attachments.
Land Information New Zealand	Tahora Bus Stop L/B PF 1984	0.0838 hectares, more or less, being Section 37 Town of Tahora. All computer freehold register 637600.	Vest in fee simple.  Refer to map 20 in the attachments.

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Land Information New Zealand	Raekohua Road, Tangarakau (11588)	2.4827 hectares, more or less, being Crown Land Block VII Pouatu Survey District. Part Gazette 1899 p 1359.	Vest in fee simple.  Refer to map 32 in the attachments.
KiwiRail	Te Wera Quarry	8.1089 hectares, more or less, being Pohokura 1D. Part proclamation 641.	Vest in fee simple.  Subject to section 23 of the New Zealand Railways Corporation Restructuring Act 1990.  Refer to map 21 in the attachments.
Land Information New Zealand	Heao Road (11727)	124.8202 hectares, more or less, being Part Maraekowhai A5G1. Part proclamation 1148.	Subject to sections 23 and 26 of the New Zealand Railways Corporation Restructuring Act 1990.  Refer to map 25 in the attachments.
Land Information New Zealand	Raekohua Road, Tangarakau (11707)	218.9349 hectares, more or less, being Part Maraekowhai A5G2. Part proclamation 1148.	Subject to sections 23 and 26 of the New Zealand Railways Corporation Restructuring Act 1990.  Refer to map 26 in the attachments.
Land Information New Zealand	State Highway 43, Tangarakau (11708)	360.1702 hectares, more or less, being Part Maraekowhai A4A. Part proclamation 1148.	Subject to sections 23 and 26 of the New Zealand Railways Corporation Restructuring Act 1990.  Refer to map 27 in the attachments.
Land Information New Zealand	Raekohua Road, Tangarakau (NP 635) (11705)	234.7177 hectares, more or less, being Part Maraekowhai A5D2. Part proclamation 1148.	Subject to sections 23 and 26 of the New Zealand Railways Corporation Restructuring Act 1990.  Refer to map 28 in the attachments.

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Land Information New Zealand	Raekohua Road, Tangarakau (NP 636) (11706)	42.9978 hectares, more or less, being Part Maraekowhai A5D2. Part proclamation 1219.	Subject to sections 23 and 26 of the New Zealand Railways Corporation Restructuring Act 1990.  Refer to map 30 in the attachments.
Land Information New Zealand	Raekohua Road, Tangarakau (11723)	8.3213 hectares, more or less, being Part Maraekowhai A5D2. Part proclamation 1142.	Subject to sections 23 and 26 of the New Zealand Railways Corporation Restructuring Act 1990.  Refer to map 31 in the attachments.
Department of Conservation	Mangapapa Roadman's Cottage Local Purpose Reserve, Cnr Mangapapa Rd and Mt Damper Road, Tangarakau	1.2335 hectares, more or less, being Lot 1 of Subdivision 1 of Section 11 Block II Pouatu Survey District (SO 6637). All <i>Gazette</i> notice 428712.	To be finalised prior to initialling deed of settlement  Refer to map 47 in the attachments.
Crown Land	Site Opposite Tarata Hall (Institute)	0.1012 hectares, more or less, being Section 19 Tarata Village. Part <i>Gazette</i> 1888 p904.	To be finalised prior to initialling deed of settlement.  Refer to map 22 in the attachments.
Crown Land	Crown Land Survey Office Plan 415	0.007 hectares, approximately, being Crown Land SO 415 Block III Huiroa Survey District. Subject to survey.	To be finalised prior to initialling deed of settlement.  Refer to map 23 in the attachments.
Crown Land	Crown Land Block III Huiroa Survey District	0.1687 hectares, more or less, being Crown Land Block III Huiroa Survey District. [Balance <i>Gazette</i> 1915 p1005].	To be finalised prior to initialling deed of settlement.  Refer to map 24 in the attachments.
Crown Land	Kohuratahi Road Gravel Reserve, Tangarakau	3.4778 hectares, more or less, being Crown Land Block II Pouatu Survey District (SO 9178). All <i>Gazette</i> 1960 p 1472.	To be finalised prior to initialling deed of settlement.  Refer to map 38 in the attachments.

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Crown Land	Mangapapa Road, Tangarakau	0.46 hectares, approximately, being Crown Land Block II Pouatu Survey District (SO 37/4). (Subject to survey).	To be finalised prior to initialling deed of settlement.  Refer to map 39 in the attachments.
Stratford District Council	Part of Tahora Domain	2.2227 hectares, more or less, being Section 17 Block VI Pouatu Survey District. Part computer freehold register 499187.	Vest in fee simple subject to reserve status (to be determined).  Subject to agreement with Stratford District Council.  Refer to map 40 in the attachments.
Stratford District Council	Part of Tahora Domain	0.8009 hectares, more or less, being Sections 44, 46, 47, 48, 65, and Part Section 45 Town of Tahora. Part computer freehold register 499187.	Vest in fee simple.  Subject to agreement with Stratford District Council.  Refer to map 41 in the attachments.
Stratford District Council	Tututawa - stopped road	0.3970 hectares, more or less, being Section 50 Mangaehu Suburban. All computer freehold register TNF1/956.	Vest in fee simple subject to reserve status (to be determined).  Subject to agreement with Stratford District Council.  Refer to map 42 in the attachments.
Stratford District Council	Part of Tututawa Domain	0.1012 hectares, more or less, being Section 21 Mangaehu Village. Part computer freehold register 495637.	Vest in fee simple.  Subject to agreement with Stratford District Council.  Refer to map 43 in the attachments.

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New Plymouth District Council	Purangi Domain	4.0469 hectares, more or less, being Section 2 Block II Ngatimaru Survey District. All Gazette 1903 p1436.	<p>Vest in fee simple.</p> <p>Subject to agreement with New Plymouth District Council.</p> <p>Refer to map 44 in the attachments.</p>
New Plymouth District Council	Tarata Domain	4.9372 hectares, more or less, being Sections 1, 2, 58 and 59 Tarata Village. All Gazette notices 103860, 103861, and 290095.1.	<p>Vest in fee simple subject to reserve status (to be determined), with New Plymouth District Council as the administering body.</p> <p>Subject to agreement with New Plymouth District Council.</p> <p>Refer to map 45 in the attachments.</p>
New Plymouth District Council	Part of Tarata Cemetery	1.4 hectares, approximately, being Part Section 21 Block III Huiroa Survey District. Part computer freehold register TN137/118. (Subject to survey)	<p>Vest in fee simple subject to reserve status (to be determined).</p> <p>Subject to agreement with New Plymouth District Council.</p> <p>Refer to map 46 in the attachments.</p>

6.3 Potential redress over the properties set out in clause 6.2 may include, but is not limited to:

- 6.3.1 Vesting of the fee simple estate;
- 6.3.2 Vesting of the fee simple estate subject to reserve status;
- 6.3.3 Overlay classification;
- 6.3.4 Vest and gift-back;
- 6.3.5 Deed of recognition; and
- 6.3.6 Statutory acknowledgements.

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- 6.4 The parties agree -
- 6.4.1 to work together reasonably and in good faith to explore further potential cultural redress recorded in clause 6.2;
  - 6.4.2 any further potential cultural redress will be subject to agreement between the parties; and
  - 6.4.3 the opportunity to explore further potential cultural redress may not result in any agreed redress.
- 6.5 If any of the properties in clause 6.2 are offered to Ngāti Maru as a redress property it will be subject to the conditions outlined in clauses 4.5 to 4.7.

### **Statutory acknowledgement**

- 6.6 The deed of settlement is to provide for the settlement legislation to –
- 6.6.1 provide the Crown's acknowledgement of the statements by Ngāti Maru of their particular cultural, spiritual, historical, and traditional association with each of the areas described in Table 2 below as statutory areas to the extent that those areas are owned by the Crown; and
  - 6.6.2 require relevant consent authorities, the Environment Court, and the Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
  - 6.6.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area; and
  - 6.6.4 require relevant consent authorities to forward to the governance entity a copy of a resource consent application notice received under section 145(10) of the Resource Management Act 1991; and
  - 6.6.5 enable the governance entity, and any member of Ngāti Maru, to cite the statutory acknowledgement as evidence of the settling group's association with a statutory area.

**Table 2 – Statutory acknowledgements**

<b>Statutory areas to which the statutory acknowledgement is to apply</b>	<b>General description/location</b>
Whangamomona Conservation Area	Whangamomona Refer to map 48 in the attachments.
Part Tangarakau Conservation Area	South of Tangarakau Refer to map 49 in the attachments.
Tarata Conservation Area	Tarata Refer to map 50 in the attachments.

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Part Waitaanga Conservation Area	North of Tangarakau Refer to map 51 in the attachments.
Part Pouiatoa Conservation Area	North-west of Purangi Refer to map 52 in the attachments.
Okau Scenic Reserve	North-west of Tangarakau Refer to map 53 in the attachments.
Mataru Scenic Reserve	North-west of Tangarakau Refer to map 54 in the attachments.
Part Rerekapa Falls Recreation Reserve	North-west of Tangarakau Refer to map 55 in the attachments.
Part Moki Conservation Area	North-west of Tangarakau Refer to map 56 in the attachments.

### Deeds of recognition

- 6.7 The deed of settlement is to require that the Crown provide the governance entity with the deeds of recognition in relation to the statutory areas referred to in Table 3 below to the extent that those areas are owned and managed by the Crown.
- 6.8 A deed of recognition will require the Minister of Conservation and the Director-General of Conservation, when undertaking certain activities within a statutory area, to –
- 6.8.1 consult the governance entity; and
- 6.8.2 have regard to its views concerning Ngāti Maru association with the statutory area as described in a statement of association.

**Table 3 – Deeds of recognition**

<b>Statutory areas to which the deed of recognition is to apply</b>	<b>General description/location</b>
Whangamomona Conservation Area	Whangamomona Refer to map 48 in the attachments.
Part Tangarakau Conservation Area	South of Tangarakau Refer to map 49 in the attachments.
Tarata Conservation Area	Tarata Refer to map 50 in the attachments.
Part Waitaanga Conservation Area	North of Tangarakau Refer to map 51 in the attachments.
Part Pouiatoa Conservation Area	North-west of Purangi Refer to map 52 in the attachments.
Okau Scenic Reserve	North-west of Tangarakau Refer to map 53 in the attachments.
Mataru Scenic Reserve	North-west of Tangarakau Refer to map 54 in the attachments.

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Part Rerekapa Falls Recreation Reserve	North-west of Tangarakau Refer to map 55 in the attachments.
Part Moki Conservation Area	North-west of Tangarakau Refer to map 56 in the attachments.

### **Potential official geographic names**

- 6.9 The Crown will invite Ngāti Maru to develop a list of new and altered geographic name changes for geographic features within Ngāti Maru's area of interest for submission to the New Zealand Geographic Board, Ngā Pou Taunaha o Aotearoa, to be considered through the geographic Treaty names process. The Crown will present the proposed names to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa for consideration.
- 6.10 The deed of settlement is to provide for the settlement legislation to provide for the names listed in the deed of settlement to be the official geographic name of the feature if the parties and the New Zealand Geographic Board, Ngā Pou Taunaha o Aotearoa, agree.

### **Toki Pou Tāngata**

- 6.11 Since 1937 the Otago Museum has held and cared for a Ngāti Maru Toki Pou Tāngata (ceremonial adze). The Otago Museum has offered to discuss the potential repatriation and rehousing of the Toki Pou Tāngata to Ngāti Maru. The Crown, Otago Museum and Ngāti Maru will discuss, following the signing of this agreement in principle, the potential options in respect of its repatriation and rehousing.
- 6.12 The agreement to discuss potential repatriation may not result in any agreed redress of this nature.

### **Maru Taha – relationship redress**

#### **Fisheries protocol**

- 6.13 The deed of settlement is to require that the Minister of Fisheries issue the governance entity with the protocol.
- 6.14 The Fisheries protocol will provide for the Crown's interaction with the governance entity in relation to specified matters.

### **Relationship redress with Museum of New Zealand Te Papa Tongarewa, Heritage New Zealand Pouhere Taonga, Department of Internal Affairs and the Ministry for Culture and Heritage**

Following the signing of the agreement in principle, the Crown and Ngāti Maru will work together to agree a Whakaaetanga Tiaki Taonga relationship agreement with the Museum of New Zealand Te Papa Tongarewa, Heritage New Zealand Pouhere Taonga, the Department of Internal Affairs and the Ministry for Culture and Heritage.

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6.15 Any agreed relationship redress will be provided for in the deed of settlement.

### **Relationship agreement with the Department of Conservation**

6.16 The deed of settlement will provide for the Director-General of Conservation to enter into a relationship agreement with the governance entity.

6.17 The parties intend that the relationship agreement will:

6.17.1 enable the Department of Conservation and the governance entity to maintain a positive, collaborative and enduring relationship into the future; and

6.17.2 set out the roles and responsibilities of each party, including how the parties will maintain effective and efficient communication on an ongoing basis.

6.18 In addition to the matters referred to in the agreement in principle, the relationship agreement may cover, but not be limited to, such matters as:

6.18.1 expression of Ngāti Maru values in Department of Conservation information; and

6.18.2 cultural materials; and

6.18.3 freshwater fisheries and freshwater habitats; and

6.18.4 wāhi tapu; and

6.18.5 national species programmes; and

6.18.6 pest control; and

6.18.7 the Resource Management Act 1991; and

6.18.8 conservation planning documents; and

6.18.9 statutory authorisations.

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

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

6.20 The parties intend that the relationship agreement will:

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

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6.20.2 cover any other topics as agreed with the Ministry for the Environment and Ngāti Maru.

### **Relationship agreement with the Ministry of Business, Innovation and Employment**

6.21 The deed of settlement will provide for the Ministry of Business, Innovation and Employment to enter into a relationship agreement with the governance entity in relation to Crown minerals and petroleum within Ngāti Maru's area of interest.

### **Letters of introduction to agencies, entities and local authorities**

#### *Crown agencies*

6.22 The deed of settlement will provide for the Director of the Office of Treaty Settlements to write letters of introduction to the Chief Executives of the following agencies:

6.22.1 Ministry of Social Development; and

6.22.2 Ministry of Education; and

6.22.3 Ministry of Business, Innovation and Employment; and

6.22.4 Ministry of Justice; and

6.22.5 Department of Corrections; and

6.22.6 Ministry of Transport.

6.23 The purpose of the letters is to raise the profile of Ngāti Maru with each agency in relation to its work. The text of the letters will be agreed between the mandated negotiators and the Crown and issued as soon as practicable after the establishment of the governance entity and before the settlement date.

#### *Local authorities*

6.24 The deed of settlement will provide for the Director of the Office of Treaty Settlements to write letters of introduction to heads of the following local authorities, to introduce Ngāti Maru and the governance entity:

6.24.1 Taranaki Regional Council; and

6.24.2 New Plymouth District Council; and

6.24.3 Stratford District Council; and

6.24.4 South Taranaki District Council; and

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6.24.5 Ruapehu District Council; and

6.24.6 Horizons Regional Council.

6.25 The purpose of the letters is to raise the profile of Ngāti Maru with each local authority. The text of the letters will be agreed between the mandated negotiators and the Crown and issued as soon as practicable after the establishment of the governance entity and before the settlement date.

### *Crown entities*

6.26 The deed of settlement will provide for the Director of the Office of Treaty Settlements to write a letter of introduction to the heads of the following entities:

6.26.1 Housing New Zealand Corporation; and

6.26.2 the Taranaki District Health Board.

6.27 The purpose of the letters is to raise the profile of Ngāti Maru with these entities. The text of the letters will be agreed between the mandated negotiators and the Crown and issued as soon as practicable after the establishment of the governance entity and before the settlement date.

### *Ngā Taonga Sound & Vision*

6.28 The deed of settlement will provide for the Director of the Office of Treaty Settlements to write a letter of introduction to the Chair of Ngā Taonga Sound & Vision.

6.29 The purpose of the letter is to raise the profile of Ngāti Maru with Ngā Taonga Sound & Vision. The text of the letter will be agreed between the mandated negotiators and the Crown as soon as practicable after the establishment of the governance entity and before the settlement date.

### *Transpower New Zealand Limited*

6.30 The deed of settlement will provide for the Director of the Office of Treaty Settlements to write a letter of introduction to the Chief Executive of Transpower New Zealand Limited.

6.31 The purpose of the letter is to raise the profile of Ngāti Maru with Transpower New Zealand Limited. The text of the letter will be agreed between the mandated negotiators and the Crown as soon as practicable after the establishment of the governance entity and before the settlement date.

### **Letter of introduction regarding sensitive land sales**

6.32 The Crown and Ngāti Maru have agreed to explore the development of a letter of introduction to the Minister of Finance and Minister of Land Information New Zealand in

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relation to sensitive land sales, as the responsible Ministers under the Overseas Investment Act 2005, following the signing of the agreement in principle.

- 6.33 The agreement to discuss a potential letter of introduction outlined in clause 6.32 does not in itself commit the Crown or Ngāti Maru to a specific outcome.

### **Letter of relationship with Land Information New Zealand**

- 6.34 The deed of settlement will provide for a letter of relationship between Ngāti Maru and Land Information New Zealand which sets out matters on which the two groups will collaborate and defines how the parties will develop an enduring relationship together.

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

- 6.35 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.

## 7 MARU PAE - NATURAL RESOURCES REDRESS

- 7.1 The Crown acknowledges the Ngāti Maru aspiration to enhance their standing as kaitiaki over their rohe with a focus, including but not limited to, rivers and environmental monitoring of petroleum and minerals exploration and development as referenced in 6.21.
- 7.2 All items of natural resources redress are cultural redress and subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 7.2.1 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
- 7.2.2 any other conditions specified in the cultural redress tables provided below and set out in clauses 4.5, 4.8 and 11.2 of this agreement in principle.

### **Whanganui River redress under Te Awa Tupua settlement legislation**

- 7.3 The Crown acknowledges Ngāti Maru have interests in a number of tributaries of the Whanganui River, including the Whangamomona, Tangarakau, and the Ohura Rivers.
- 7.4 Ngāti Maru, amongst other groups, are considered an "iwi with interests in the Whanganui River" under the Whanganui River deed of settlement / Ruruku Whakatupua – Te Mana o Te Awa Tupua (the Te Awa Tupua settlement).
- 7.5 The Te Awa Tupua settlement provides redress for iwi with interests in the Whanganui River, including:
- 7.5.1 participation in the nomination of one or two members of Te Pou Tupua (the 'human face' of Te Awa Tupua) and participation in the appointment of both members; and
- 7.5.2 a representative on Te Karewao, a three member body which advises Te Pou Tupua on an as required basis, along with a Whanganui Iwi and Crown representative (where Te Karewao is exercising a function relating to a discrete part of the river an additional person may be appointed by iwi with interests in the relevant area); and
- 7.5.3 up to five representatives on Te Kopuka, a group of up to 17 members (deemed a permanent joint committee of Horizons Regional Council, Whanganui District Council, Ruapehu District Council, and Stratford District Council) which prepares the strategy for the river (Te Heke Ngahuru); and
- 7.5.4 the ability to nominate persons for the Te Awa Tupua register of hearings commissioners; and

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- 7.5.5 the opportunity to participate in collaborative processes post-settlement to consider river surface activities, fisheries coordination, and customary food gathering; and
  - 7.5.6 the opportunity to apply for funding from Te Korotete o Te Awa Tupua, a \$30 million contestable fund to promote the health and wellbeing of the river.
- 7.6 Although the Te Awa Tupua settlement provides the redress outlined above, and settles the historical Treaty of Waitangi claims of Whanganui Iwi in relation to the Whanganui River, it does not settle the historical claims of any other iwi, including Ngāti Maru, in relation to the Whanganui River.

### **Waitara River**

- 7.7 The Crown acknowledges Ngāti Maru have interests in a number of tributaries of the Waitara River. Ngāti Maru considers 60% of the Waitara River resides in the Ngāti Maru area of interest.

### **Regional council representation**

- 7.8 The Crown and Ngāti Maru note the settlements reached with Ngāruahine, Te Ātiawa, and Taranaki Iwi provide for the iwi of Taranaki, including Ngāti Maru, to participate in the decision-making processes of the Taranaki Regional Council.
- 7.9 The agreed mechanism to achieve this purpose is direct iwi representation on the following standing committees of the Taranaki Regional Council:
- 7.9.1 the Policy and Planning Committee; and
  - 7.9.2 the Consents and Regulatory Committee.
- (together the **relevant committees**).
- 7.10 The iwi of Taranaki have the right to nominate three members for appointment to each of the relevant committees. The Taranaki Regional Council must appoint three iwi members to each of the relevant committees.
- 7.11 The functions of the Policy and Planning Committee are to:
- 7.11.1 deal with all matters of policy developed either in-house or by third parties; and
  - 7.11.2 prepare and review regional policy statements, plans and strategies and convene as a hearing committee as and when required for the hearing of submissions; and
  - 7.11.3 monitor plan and policy implementation; and
  - 7.11.4 develop biosecurity policy, undertake and develop other policy initiatives; and

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- 7.11.5 advocate, as appropriate, for the Taranaki region; and
  - 7.11.6 develop and endorse submissions prepared in response to the policy initiatives of other organisations, including central government and local government.
- 7.12 The functions of the relevant committees are to:
- 7.12.1 deal with all matters in relation to resource consents, compliance monitoring and pollution incidents; and
  - 7.12.2 consider and make decisions on resource use consents and receive information on enforcement actions undertaken in the event of non-compliance under the Resource Management Act 1991; and
  - 7.12.3 consider and make decisions on monitoring associated with plant and animal pest management and receive information on enforcement action undertaken in the event of non-compliance with the Biosecurity Act 1993; and
  - 7.12.4 undertake other functions related to the above matters.
- 7.13 The iwi of Taranaki have agreed a process for the nomination and appointment of iwi representatives to the relevant committees. This process was endorsed by the Taranaki Regional Council, the eight iwi of Taranaki and the Minister for Treaty of Waitangi Negotiations as the responsible Minister.

### **Kaitiaki plan**

- 7.14 The deed of settlement is to provide for the settlement legislation to provide for Ngāti Maru to develop a 'kaitiaki plan' (or an iwi management plan for the purposes of the Resource Management Act 1991) to guide environmental planning and decision-making within the Ngāti Maru rohe.

### **Statutory acknowledgement and deed of recognition over waterways**

- 7.15 The Crown will explore the following potential redress over all waterways within the Ngāti Maru area of interest with the Minister of Conservation, the Commissioner of Crown Lands, or Te Awa Tupua/Te Pou Tupua, as appropriate:
- 7.15.1 statutory acknowledgment; and
  - 7.15.2 deed of recognition.
- 7.16 The agreement to explore potential redress over waterways within the Ngāti Maru area of interest may not result in any agreed redress.

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### **Further potential redress**

- 7.17 The Crown and Ngāti Maru agree to explore further natural resources redress, including applying existing legislative mechanisms under the Resource Management Act 1991, for Ngāti Maru participation in local government decision-making in relation to:
- 7.17.1 environmental monitoring over the Waitara River and other resource management matters; and
  - 7.17.2 environmental monitoring of abandoned petroleum well sites within the rohe; and
  - 7.17.3 consultation, but not joint decision making, on relevant consent applications.
- 7.18 This potential redress will be negotiated within the following parameters:
- 7.18.1 duplication of existing arrangements, including iwi representation on the standing committees of Taranaki Regional Council, will be minimised; and
  - 7.18.2 due consideration will be given to other iwi with interests in the Waitara River; and
  - 7.18.3 any additional redress is subject to final Cabinet approval.
- 7.19 The agreement to explore further natural resources redress may not result in any agreed redress.

## **8 MARU MURI - FINANCIAL AND COMMERCIAL REDRESS**

### **General**

- 8.1 All items of commercial redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 8.1.1 the Crown confirming that any residual overlapping claims issues in relation to any item of commercial redress have been addressed to the satisfaction of the Crown; and
  - 8.1.2 any other conditions specified in the commercial redress tables provided below and set out in clauses 4.5, 4.8 and 11.2 of this agreement in principle.

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

- 8.2 The deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the financial and commercial redress amount of \$30 million less –
- 8.2.1 the on-account payment, if agreed following the signing of the agreement in principle, as set out in clause 8.3; and
  - 8.2.2 the total of the transfer values (determined in accordance with the valuation process in schedule 4) of any properties that the deed of settlement provides are commercial redress properties to be transferred to the governance entity on the settlement date.

### **On-account payment**

- 8.3 The Crown has agreed to consider an on-account payment to the governance entity of up to \$15 million following signing an agreement in principle, subject to:
- 8.3.1 ratification and establishment of the governance entity by Ngāti Maru;
  - 8.3.2 ratification of the on-account payment by Ngāti Maru; and
  - 8.3.3 the provision of information by Te Rūnanga o Ngāti Maru Trust which satisfies the Minister of Finance and Minister for Treaty of Waitangi Negotiations that the on-account payment will be used for securing specific Treaty settlement redress;
- 8.4 Subject to the conditions outlined at clause 8.3, the on-account payment will be provided through a deed of on-account.

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### Potential commercial redress properties

- 8.5 The deed of settlement is to provide that the Crown must transfer to the governance entity on the settlement date the property described in Table 4 below as a potential commercial redress property that the parties agree is to be a commercial redress property.
- 8.6 If a commercial redress property to be transferred to the governance entity is –

#### *Licensed land*

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

**Table 4** - Potential commercial redress property

<b>Landholding Agency</b>	<b>Property Name/Address</b>	<b>General description/ location</b>
Land Information New Zealand	Te Wera Crown Forest Land	4415.9150 hectares, more or less, being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 DP 16681, and Lot 1 DP 16682 contained in computer interest register TNPR23/51.

### Commitment to explore further potential commercial redress

- 8.7 The Crown and Ngāti Maru agree to explore further potential commercial redress, after the signing of the agreement in principle, over the following properties including:
- 8.7.1 sale and leaseback of Stratford Police Station, 43 Miranda Street, Stratford, 0.1432 hectares, more or less, being Section 395 and Section 1072 Town of Stratford. All computer freehold register TNH4/20; and

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- 8.7.2 the right of deferred selection over Railway Strip (11673), Stratford, 0.11 hectares, approximately, being Part Section 292 Town of Stratford (Shown A on SO 12491) and Part Railway shown on SO 8096. All Gazette 1986 p1500 and Part proclamation 33. Subject to survey; and
- 8.7.3 the right of deferred selection over the railway lease and access adjoining Pohokura Farm, 2.1852 hectares, approximately, being Part Okahukura to Stratford Railway adjoining Section 12 Block VII Ngatimaru Survey District and shown on lease plan DE24442, together with access over the Stratford to Okahukura Railway at 44.216km from Stratford.
- 8.8 The Crown and Ngāti Maru have agreed to explore, following the signing of the agreement in principle, a right of first refusal over the following land within Ngāti Maru's area of interest:
- 8.8.1 Stratford Fire Station land, 45-47 Miranda Street and 48-50 Portia Street, Stratford, 0.4048 hectares, more or less, being Sections 396, 397, 434, and 435 Town of Stratford. All computer freehold registers TNE1/506, TNE1/508 and TNE1/507; and
- 8.8.2 Toko Fire Station land, 867 East Road (SH43) and 14 Station Road, Toko, 0.5235 hectares, more or less, being Lots 38, 39 and 41 DP 1967. All computer freehold registers TN111/282 and TN151/14.
- 8.9 The potential redress listed in clause 8.8 is subject to, among other considerations, Fire and Emergency New Zealand undertaking community consultation in the respective areas.
- 8.10 If any of the properties listed in clause 8.8 above are determined to be available for RFR redress, the deed of settlement will include an additional RFR list providing an RFR over these properties on the RFR terms set out in clauses 8.19.1 and 8.19.2.
- 8.11 The agreement to explore further potential commercial redress may not result in any agreed redress.
- 8.12 If any of the properties listed in clauses 8.7 to 8.8 are offered to Ngāti Maru as a redress property it will be subject to the conditions outlined in clauses 4.5 to 4.8.

### **Potential deferred selection properties**

- 8.13 The deed of settlement is to provide the governance entity may, during the deferred selection period referred to in Table 5 below, provide written notice of interest to the Crown in purchasing any or all of those properties described in Table 5 below as potential deferred selection properties that the parties agree are to be deferred selection properties. The deed of settlement will provide for the effect of the written notice and will set out a process where the property is valued and may be acquired by the governance entity.

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- 8.14 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 settlement date –
- 8.14.1 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
- 8.14.2 in the case of a Crown leaseback that is not a school site, at its initial annual rent determined or agreed in accordance with the valuation process in schedule 3 (plus GST, if any, on the amount so determined or agreed); or
- 8.14.3 in the case of a Crown leaseback of a school site, at an initial annual rent based on an agreed rental percentage of the agreed transfer value, determined in accordance with the Crown leaseback (plus GST, if any, on the amount so determined).

**Table 5 - Potential deferred selection properties for transfer**

<b>Landholding Agency</b>	<b>Property name/address</b>	<b>General description/ location</b>	<b>Conditions of transfer / specific conditions currently known</b>
Land Information New Zealand (Landbank PF 677)	222-228 Broadway Landbank property	0.0468 hectares, more or less, being Lots 33, 34, and 35 DP 5264, and Lots 30, 31 and 32 DP 9800. All computer freehold register TNB2/135.	12-month deferred selection period.
Land Information New Zealand (Landbank PF676)	230 Broadway Landbank property	0.0137 hectares, more or less, being Lot 32 DP 5264 and Lot 29 DP 9800. All computer freehold register TNH4/999.	12-month deferred selection period.
Land Information New Zealand (Landbank PF438)	236 Broadway Landbank property	0.0198 hectares, more or less, being Lot 30 DP5264 and Lot 27 DP 9800. All computer freehold register TNH4/1001.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 675)	232-234 Broadway Landbank property	0.0342 hectares, more or less, being Lot 31 DP 5264 and Lot 28 DP 9800. All computer freehold register TNH4/1000.	12-month deferred selection period.

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Land Information New Zealand (Landbank PF 437)	250 Broadway Landbank property	0.0172 hectares, more or less, being Lot 25 DP 5264 and Lot 22 DP 9800. All computer freehold register TNH4/1004.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 674)	256-260 Broadway Landbank property	0.0174 hectares, more or less, being Lot 23 DP 5264 and Lot 20 DP 9800. All computer freehold register TNJ1/800.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 673)	252, 262-268 Broadway Landbank property	0.0658 hectares, more or less, being Lots 21, 22 and 24 DP 5264 and Lots 18, 19 and 21 DP 9800. All computer freehold register TNB2/138.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 435)	272 Broadway Landbank property	0.0147 hectares, more or less, being Lot 20 DP 5264. All computer freehold register TNJ1/801.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 436)	270 Broadway Landbank property	0.0063 hectares, more or less, being Lot 17 DP 9800. All computer freehold register TNB2/139.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 672)	278 Broadway Landbank property	0.0223 hectares, more or less, being Lot 16 DP 9800. All computer freehold register TNJ1/886.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 671)	280 Broadway Landbank property	0.0337 hectares, more or less, being Lots 41 and 42 DP 5988 and Lots 14 and 15 DP 9800. All computer freehold register TNB2/140.	12-month deferred selection period.

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Land Information New Zealand (Landbank PF 434)	290 Broadway Landbank property	0.0179 hectares, more or less, being Lot 38 DP 5988 and Lot 11 DP 9800. All computer freehold register TNH4/1005.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 439)	300 Broadway Landbank property	0.0091 hectares, more or less, being Lot 9 DP 9800. All computer freehold register TNJ1/990.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 433)	296 Broadway Landbank property	0.0179 hectares, more or less, being Lot 37 DP 5988 and Lot 10 DP 9800. All computer freehold register TNH4/1006.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 678)	298 Broadway Landbank property	0.0094 hectares, more or less, being Lot 12 DP 5264. All computer freehold register TNJ1/988.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 670)	304 Broadway Landbank property	0.0175 hectares, more or less, being Lot 11 DP 5264 and Lot 8 DP 9800. All computer freehold register TNJ1/992.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 669)	306 Broadway Landbank property	0.0126 hectares, more or less, being Lot 10 DP 5264. All computer freehold register TNJ1/989.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 668)	308 Broadway Landbank property	0.0400 hectares, more or less, being Lots 6 and 7 DP 9800. All computer freehold registers TNJ1/885 and TNJ1/991.	12-month deferred selection period.
Land Information New Zealand (Landbank PF667)	310-314 Broadway Landbank property	0.0445 hectares, more or less, being Lots 7 and 8 DP 5264, and Lots 3 and 4 DP 9800. All computer freehold register TNB2/144.	12-month deferred selection period.

**AGREEMENT IN PRINCIPLE**

Land Information New Zealand (Landbank PF 443)	Cnr Broadway and Fenton Street Landbank property	0.1626 hectares, more or less, being Lots 1, 2, 3 and 4 DP 5264. All computer freehold register TN136/31.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 444)	51 Juliet Street Landbank property	0.2155 hectares, more or less, being Part Lot 1 DP 12502. All computer freehold register TNH4/1293.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 448)	65-67 Juliet Street Landbank property	0.1148 hectares, more or less, being Lot 1 DP 14586. All computer freehold register TNG4/1371.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 447)	69-71 Juliet Street Landbank property	0.1166 hectares, more or less, being Lot 2 DP 10182. All computer freehold register TNC1/103.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 446)	Cnr Fenton and Juliet Streets Landbank property	0.1394 hectares, more or less, being Lot 3 DP 12502. All computer freehold register TNE4/510.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 343)	Cardiff Road, Stratford Landbank property	0.1270 hectares, more or less, being Lot 1 DP 18537. All computer freehold register TNK1/972.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 1576)	94 Swansea Road, Stratford, Landbank property	0.0795 hectares, more or less, being Lot 1 DP 377022. All computer freehold register 309600.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 1140)	94A Swansea Road, Stratford, Landbank property	0.0855 hectares, more or less, being Lot 2 DP 377022. All computer freehold register 309601.	12-month deferred selection period.

## AGREEMENT IN PRINCIPLE

Land Information New Zealand (Landbank PF 1128)	14A Regan Street, Stratford, Landbank property	0.0772 hectares, more or less, being Lot 2 DP 9834. All computer freehold register TNL1/631.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 342)	54 Brecon Road, Stratford, Landbank property	0.0894 hectares, more or less, being Lot 1 DP 18759. All computer freehold register TNK2/375.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 1139)	49 Pembroke Road, Stratford, Landbank property	0.0759 hectares, more or less, being Lot 6 DP 7862. All computer freehold register TNL1/632.	12-month deferred selection period.
Land Information New Zealand (Landbank PF 1260)	9 Essex Street, Stratford, Landbank property	0.0737 hectares, more or less, being Lot 22 DP 7452. All computer freehold register TNL2/426.	12-month deferred selection period.
Land Information New Zealand	Pohokura Farm L/B PF 817	538.5640 hectares, more or less, being Sections 12 and 13 Block VII Ngatimaru Survey District. All computer freehold register TNJ1/1072.	12-month deferred selection period.
Land Information New Zealand	Makahu Farm L/B PF 816	449.4760 hectares, more or less, being Sections 1, 2 and 3 SO 13197, Sections 1 and 2 SO 13198, Sections 1 and 2 SO 13199, Section 1 SO 13200, Sections 1 and 2 SO 13202 and Section 1 SO 13203. All computer freehold register TNJ1/1085.	12-month deferred selection period.

## AGREEMENT IN PRINCIPLE

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### **School sites**

- 8.15 The Crown has agreed to offer Ngāti Maru the option to purchase either 1 secondary school site (land only) or up to 3 primary school sites (land only), on a sale and leaseback basis as deferred selection properties with a 2 year maximum term from settlement date. The actual sites selected will be finalised 1 month prior to the initialling of the deed of settlement.
- 8.16 Transfer and leaseback of school sites will be subject to standard Ministry of Education policies and operational considerations. Transfer and leasebacks of school sites are for land only and are subject to an agreed registrable ground lease for the property with ownership of the improvements remaining unaffected by the transfer. Operational considerations, such as shared school sites or some Board of Trustees house site issues may mean a specific site can be available but would be subject to specific processes in the deed of settlement (or lease).
- 8.17 Availability of transfer and leaseback of Ministry of Education sites is subject to the transfer value (for commercial redress properties) and to the lease (for both commercial redress and deferred selection properties) being agreed one month prior to initialling of the deed of settlement.
- 8.18 A school site will cease to be a transfer and leaseback property if before the settlement date (in respect of commercial redress properties) or before receipt of an election notice (in respect of deferred selection properties) the Ministry of Education notifies the mandated body or the governance entity as the case may be, that the site has become surplus to its requirements.

### **Right of first refusal**

- 8.19 The settlement documentation is to provide that –
- 8.19.1 the governance entity has a right of first refusal (an RFR) in relation to a disposal by the Crown and Housing New Zealand Corporation of any of the land described in Table 6 below as potential RFR land that the parties agree is to be RFR land, and any disposal by the Crown of land within the provisional exclusive RFR area (refer Attachment 2) if, on the settlement date, it is owned by the Crown; and
- 8.19.2 the RFR will apply for 179 years from the settlement date.
- 8.20 The provisional exclusive RFR area has yet to be finalised and is subject to the resolution of overlapping claims between Ngāti Maru and other groups.

## AGREEMENT IN PRINCIPLE

**Table 6 – Potential RFR land**

<b>Landholding Agency</b>	<b>Property Name/Address</b>	<b>General description/ location</b>
NZ Police	Stratford Police Station, 43 Miranda Street, Stratford	0.1432 hectares, more or less, being Section 395 and Section 1072 Town of Stratford. All computer freehold register TNH4/20
Housing NZ Corporation		0.0792 hectares, more or less, being Lot 20 DP 9112. All computer freehold register TNG2/496.
Housing NZ Corporation		0.0607 hectares, more or less, being Lot 4 DP 9948. All computer freehold register TNG2/500.
Housing NZ Corporation		0.1045 hectares, more or less, being Lot 4 DP 7609. All computer freehold register TNK3/308.
Housing NZ Corporation		0.0653 hectares, more or less, being Lot 5 DP 8917. All computer freehold register TNK3/529.
Housing NZ Corporation		0.0696 hectares, more or less, being Lot 8 DP 7452. All computer freehold register TNE3/826.
Housing NZ Corporation		0.0711 hectares, more or less, being Lot 1 DP 8489. All computer freehold register TNE3/838.
Housing NZ Corporation		0.1386 hectares, more or less, being Lot 12 DP 7452. All computer freehold register TNE3/828.
Department of Conservation	Te Wera Camp Conservation Area	2.3 hectares, approximately, being Part Lot 8 DP 393. Part Gazette Notice 101960. (Subject to survey).

### **Fisheries quota right of first refusal**

- 8.21 The deed of settlement is to provide that by or on the settlement date, the Minister of Fisheries will provide the governance entity with a right of first refusal within the Ngāti Maru area of interest over species that are managed under the Fisheries Act 1996 and are introduced into the quota management system after settlement date. The details of a right of first refusal will be outlined in the deed of settlement.

## 9 MARU TAHA - OVERLAPPING CLAIMS PROCESS

Whiria te kaha i runga, whiria te kaha i raro, whiria te kaha a uta, whiria te kaha a tai. Whiria  
kia ū kia mou, kia taketake Rongo

### Process for resolving overlapping claims

- 9.1 The development of this agreement in principle has been informed by the overlapping claims process set out in Table 7 below, which the parties agreed to implement following the signing of the terms of negotiation specified at clause 1.3.
- 9.2 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 –
- 9.2.1 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 Ngāti Maru area of interest (refer Table 7 below); and
  - 9.2.2 must ensure it actively protects the interests of other claimant groups (whether already mandated or not) and settled groups; and
  - 9.2.3 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 Ngāti Maru.
- 9.3 Following the signing of this agreement in principle, parties will work together with overlapping claimant and settled groups to resolve any remaining overlapping claims matters. If after working together the overlapping claims remain unresolved, the Crown may have to make a final decision. In reaching any decisions on overlapping claims, the Crown is guided by two general principles:
- 9.3.1 the Crown's wish to reach a fair and appropriate settlement with Ngāti Maru without compromising the existing settlements of settled groups; and
  - 9.3.2 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.
- 9.4 The following groups have been identified by the Crown as possibly having interests in the Ngāti Maru area of interest:
- 9.4.1 Ngāti Maniapoto; and
  - 9.4.2 Ngāti Mutunga; and
  - 9.4.3 Ngāti Tama; and
  - 9.4.4 Ngāti Ruanui; and

## AGREEMENT IN PRINCIPLE

- 9.4.5 Ngā Rauru Kītahi; and
- 9.4.6 Te Ātiawa; and
- 9.4.7 Ngāruahine; and
- 9.4.8 Taranaki Iwi; and
- 9.4.9 Ngāti Rangatahi; and
- 9.4.10 Te Korowai o Wainuārua (Uenuku Charitable Trust); and
- 9.4.11 Whanganui Northern (Ngāti Hāua); and
- 9.4.12 Whanganui Southern (Whanganui Lands Settlement Trust).
- 9.5 Ngāti Maru have been identified by the Crown as possibly having interests in the areas of interest of the groups listed in 9.4.
- 9.6 The process for addressing overlapping claims to the satisfaction of the Crown is set out in Table 7 below.

**Table 7** – Process for resolving overlapping claims within Ngāti Maru's area of interest

Process Timeframe	Activities	
<b>Sign terms of negotiation</b>	Overlapping claims strategy agreed between the Crown and Ngāti Maru. Crown letters to groups with shared interests <ul style="list-style-type: none"> <li>• update on negotiations status</li> <li>• process going forward</li> <li>• contact details</li> <li>• note Crown's understanding of Ngāti Maru's area of interest</li> <li>• provide Ngāti Maru's area of interest</li> </ul>	
<b>Make Crown offer</b> <i>Interest discussions</i>	Overlapping claims strategy report to Ministers Iwi and Crown meet with groups (jointly or separately) <ul style="list-style-type: none"> <li>• discuss general settlement timeframes and the overlapping claims process, schedule further meetings</li> <li>• discuss boundaries and the nature of the interests within the boundaries</li> </ul> Crown and iwi discuss engagement with and interests of overlapping claimants at [timeframe] meetings Send <b>initial Crown letter</b> to overlapping groups Contents include: <ul style="list-style-type: none"> <li>• key timeframes, proposed engagement process going forward</li> <li>• Crown's understanding of Ngāti Maru's area of interest</li> <li>• request for information on overlapping iwi interests</li> </ul>	Letters of support from overlapping groups

## AGREEMENT IN PRINCIPLE

Process Timeframe	Activities	
<i>Crown Offer</i>	<ul style="list-style-type: none"> <li>• invitation to discuss</li> </ul>	
Prior to the signing of the agreement in principle	<p>Initial Crown offer made subject to resolution of overlapping claims</p> <p>Letters of support from groups collated</p> <p>Resolve remaining issues</p> <p>Report to the Minister for Treaty of Waitangi Negotiations on resolution of overlapping claims (forward a copy to the Minister for Māori Development)</p> <p>Send <b>Crown letters</b> to overlapping groups</p> <p>Contents include:</p> <ul style="list-style-type: none"> <li>• notifying them the Crown and Ngāti Maru intend to sign an AIP in December 2017</li> <li>• confirming the AIP will be subject to the resolution of overlapping claims</li> <li>• outlining indicative overlapping claims timeframes and process following the signing of the AIP</li> </ul>	
<b>Draft agreement in principle</b>	<p>Send <b>comprehensive Crown letter</b> by 30 November 2017</p> <p>Content includes:</p> <ul style="list-style-type: none"> <li>• Crown policy on overlapping claim resolution</li> <li>• key timeframes</li> <li>• proposed engagement going forward</li> <li>• proposed submission process going forward</li> <li>• summary of site specific Crown offer redress offered within the Ngāti Maru's area of interest</li> <li>• OTS contact details for overlapping claims work stream lead and where to send submissions</li> </ul> <p>Overlapping claims report to the Minister for Treaty of Waitangi Negotiations (forward a copy to the Minister for Māori Development)</p>	
<b>SIGN AGREEMENT IN PRINCIPLE</b>		
<b>Agreement in Principle signed subject to resolution of overlapping claims</b>	<p>Send comprehensive Crown letter. Contents include:</p> <ul style="list-style-type: none"> <li>• crown policy on overlapping claims resolution; and</li> <li>• key timeframes</li> <li>• proposed engagement going forward</li> <li>• proposed submission process if required</li> <li>• summary of site specific Crown offer redress offered within Ngāti Maru area of interest</li> </ul> <p>OTS contact details for overlapping claims work stream leads and where to send letters if required.</p>	
<b>Prior to initialling the deed of settlement</b>	<p>Letters of support from groups collated</p> <p>Process undertaken to address remaining issues if required</p> <p>Report to the Minister for Treaty of Waitangi Negotiations on resolution of overlapping claims</p> <p>Letters advising Ngāti Maru and overlapping groups of decision on overlapping claims if required</p>	

## 10 INTEREST AND TAX

### Interest

- 10.1 The deed of settlement is to provide for the Crown to pay the governance entity, on the settlement date, interest on the financial and commercial redress amount specified in clause 8.2 –
- 10.1.1 for the period –
- (a) beginning on the date of this agreement in principle; and
  - (b) ending on the day before the settlement date; and
  - (c) at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.
- 10.2 The interest is to be –
- 10.2.1 subject to any tax payable; and
- 10.2.2 payable after withholding any tax required by legislation to be withheld.

### Tax

- 10.3 Subject to the Minister of Finance's consent, the deed of settlement is to provide that the Crown must indemnify the governance entity for any GST or income tax payable in respect of the provision of Crown redress.
- 10.4 The governance entity agrees that neither it, nor any other person, will claim with respect to the provision of Crown redress –
- 10.4.1 an input credit for GST purposes; or
- 10.4.2 a deduction for income tax purposes.

## 11 NEXT STEPS

### Disclosure information

11.1 The Crown will, as soon as reasonably practicable, prepare and provide to Ngāti Maru disclosure information in relation to –

11.1.1 each potential cultural redress property; and

11.1.2 each potential commercial redress property.

### Resolution of final matters

11.2 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 –

11.2.1 the terms of the –

(a) historical account; and

(b) Crown's acknowledgements and apology.

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

11.2.3 the transfer values of the commercial redress properties (in accordance with the valuation process in schedule 4, or by another valuation process as agreed in writing between the landholding agency and Ngāti Maru); and

11.2.4 the terms of a registrable ground lease for any leaseback property; and

11.2.5 the initial annual rent for any leaseback commercial redress property other than a school site<sup>1</sup>; and

11.2.6 the official geographic names from the potential official geographic names in the redress table; and

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

(a) the cultural redress; and

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<sup>1</sup> For a school site, the initial annual rent will be as a result of the processes in clause 8.14.3

## AGREEMENT IN PRINCIPLE

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- (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
- (d) the RFR, including the circumstances in which RFR land may be disposed of without the RFR applying; and
- (e) the tax indemnity; and

11.2.8 the following documents –

- (a) Ngāti Maru's statements of association for each of the statutory areas; and
- (b) the deeds of recognition; and
- (c) the Fisheries protocol; and
- (d) relationship redress with Museum of New Zealand Te Papa Tongarewa, Heritage New Zealand Pouhere Taonga, Department of Internal Affairs and the Ministry for Culture and Heritage; and
- (e) the relationship agreement with the Department of Conservation; and
- (f) the relationship agreement with the Ministry for the Environment; and
- (g) the relationship agreement with the Ministry of Business, Innovation and Employment in relation to Crown Minerals; and
- (h) the letter of relationship with Land Information New Zealand; and
- (i) the letters of introduction; and
- (j) the settlement legislation; and

11.2.9 all other necessary matters.

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

11.3 Ngāti Maru will, as soon as reasonably practicable after the date of this agreement, and before the signing of a deed of settlement –

11.3.1 form a single governance entity that the Crown is satisfied meets the requirements of clause 12.1.2(a); and

## AGREEMENT IN PRINCIPLE

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- 11.3.2 develop a ratification process referred to clause 12.1.2(b) that is approved by the Crown.

## 12 CONDITIONS

### Entry into deed of settlement conditional

- 12.1 The Crown's entry into the deed of settlement is subject to –
- 12.1.1 Cabinet agreeing to the settlement and the redress; and
  - 12.1.2 the Crown being satisfied Ngāti Maru have –
    - (a) established a governance entity that –
      - (i) is appropriate to receive the redress; and
      - (ii) provides, for Ngāti Maru, –
        - (I) appropriate representation; and
        - (II) transparent decision-making and dispute resolution processes; and
        - (III) full accountability; and
    - (b) approved, by a ratification process approved by the Crown, –
      - (i) the governance entity to receive the redress; and
      - (ii) the settlement on the terms provided in the deed of settlement; and
      - (iii) signatories to sign the deed of settlement on Ngāti Maru's behalf.

### Settlement legislation

- 12.2 The deed of settlement is to provide that following the signing of the deed of settlement the Crown will propose a draft settlement bill for introduction to the House of Representatives.
- 12.3 This draft settlement bill will provide for all matters for which legislation is required to give effect to the deed of settlement.
- 12.4 The draft settlement bill must –
- 12.4.1 comply with the drafting standards and conventions of the Parliamentary Counsel Office for Governments Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and

## AGREEMENT IN PRINCIPLE

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12.4.2 be in a form that is satisfactory to Ngāti Maru and the Crown.

12.5 The deed of settlement is to provide that Ngāti Maru and the governance entity must support the passage of the draft settlement bill through Parliament.

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

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

## 13 GENERAL

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

13.1 This agreement in principle –

13.1.1 is entered into on a without prejudice basis; and

13.1.2 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

13.1.3 is non-binding; and

13.1.4 does not create legal relations.

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

13.2 The Crown or the mandated negotiators, on behalf of Ngāti Maru, may terminate this agreement in principle by notice to the other.

13.3 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.

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

### **Definitions**

13.5 In this agreement in principle –

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

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

### **Interpretation**

13.6 In this agreement in principle –

13.6.1 headings are not to affect its interpretation; and

13.6.2 the singular includes the plural and vice versa.

## AGREEMENT IN PRINCIPLE

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13.7 Provisions in –

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

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

**AGREEMENT IN PRINCIPLE**

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**SIGNED** on                      day of                      20

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

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

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

**WITNESS** 

---

Name: David Tapscott  
Occupation: Director  
Address: Wellington

**SIGNED** for and on behalf of Ngāti Maru:

  
\_\_\_\_\_

Andrew Waiora Marshall (Anaru)  
Lead Negotiator  
**Te Rūnanga o Ngāti Maru Trust**

  
\_\_\_\_\_

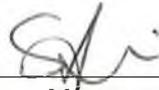
Nathan Dean Peri  
Negotiator  
**Te Rūnanga o Ngāti Maru Trust**

AGREEMENT IN PRINCIPLE

Other witnesses/members of Ngāti Maru who support the settlement



Holden Brent Hohaia  
Chair  
Te Rūnanga o Ngāti Maru Trust



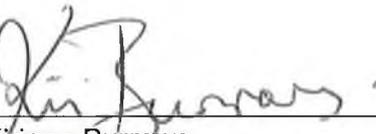
Glenn Maraenui Peri  
Deputy Chair  
Te Rūnanga o Ngāti Maru Trust



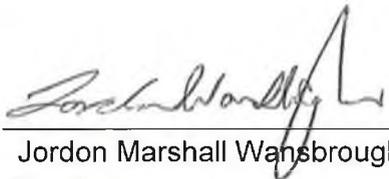
Tamzyn Rose Pue  
Trustee  
Te Rūnanga o Ngāti Maru Trust



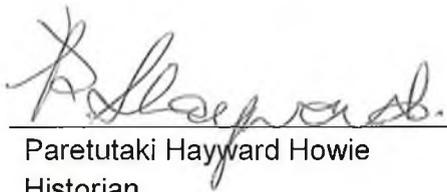
Te Aroha Patricia Michelle Woods  
Trustee  
Te Rūnanga o Ngāti Maru Trust



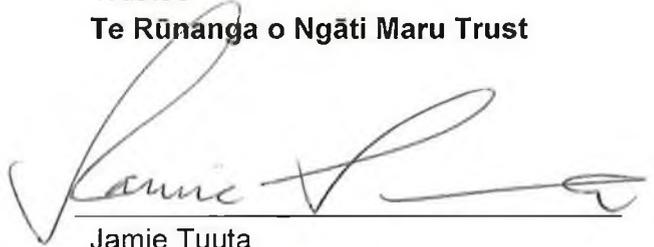
Kiriana Burrows  
Trustee  
Te Rūnanga o Ngāti Maru Trust



Jordon Marshall Wansbrough  
Trustee  
Te Rūnanga o Ngāti Maru Trust



Paretutaki Hayward Howie  
Historian



Jamie Tuuta  
Specialist Advisor

AGREEMENT IN PRINCIPLE

Other witnesses/members of Ngāti Maru who support the settlement

Ramon Te Hara Tawa 

Hokoteraangi Ngataierua - Tinirau

Eileen Woods (Teika)

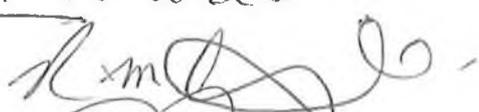
Pavearohi Rehu-Schwass

Jennifer Woods (Teika)

PARETEIIRA Ngataierua Tekeke - Teke

Audrina Rachel Woods (Teika)

Elizabeth Sarah Patuwaihua

Noelene Woods 

Heni Tokotaua 

Katherine Kungu - Patu.

~~WBS~~ Shylah Stojanovich

Michelle Stojanovich

Jacke Healey Burrows

Eileen Hall (Patu) Pōtikī Hohaia 

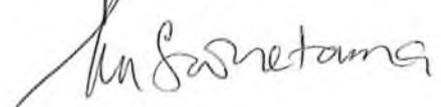




Irini Atuananauanga obo

Maylin Patu

Te Kere Rangitapu Whaitiri



Āria Hohaia  
Teato Hohaia

AGREEMENT IN PRINCIPLE

Other witnesses/members of Ngāti Maru who support the settlement

Tessa Moana Kake - Tuffley

Susana  
Riley

Minhana Patu

JACK PATUWAIRUA

Aocha Lake/Paenga

Leanne Horo (Ester Re.)

Daeshylah

Kate Whareaitu  
BRUCE PAU

Porouwangi  
Puketapu

Jackie Paenga-Rennie  
Pania Kake  
Neha Peri  
Totara Lue  
FX

Taihuai Rite Wharekotia  
Kiiizhyn

K.T.S.  
Kae'sham  
Hose

Ashley-Merania  
Woods-Je Huna  
Limb

Paerangi

Simon M. Jurewo

Romana Henry-Taylor

Ropata Ngataienua-Maxwell

**AGREEMENT IN PRINCIPLE**

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**SCHEDULES**

## 1 DEFINITIONS

### Historical claims

1.1 The deed of settlement will provide that historical claims –

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

- (a) is, or is founded on, a right arising -
  - (i) from the Treaty of Waitangi 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 clause 1.1.1 applies that relates exclusively to the settling group or a representative entity, including the following claims:

- (a) Wai 136 – the Ngāti Maru Land Claim;
- (b) Wai 1609 – Ngāti Maru (Burrows and Hohaia) Claim; and

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

- (a) Wai 54 – Ngā Iwi o Taranaki Claim;
- (b) Wai 126 – Motunui Plant and Petrocorp Claim;
- (c) Wai 131 – Taranaki Māori Trust Board Claim;
- (d) Wai 134 – Taranaki Iwi Land Claim;

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- (e) Wai 143 – Taranaki Claims;
- (f) Wai 139 – Taranaki Lands Confiscation Claim;
- (g) Wai 583 – Te Iwi o Ngāti Maru Inc. Claim;
- (h) Wai 889 – The Ngāti Ruanui Deed of Settlement (South Taranaki) Claim

1.2 However, **historical claims** do not include the following claims-

- 1.2.1 a claim that a member of Ngāti Maru, or a whānau, hapū, or group referred to in clause 1.4.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 1.4.1:
- 1.2.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 1.2.1.

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

### **Ngāti Maru**

1.4 In this deed, **Ngāti Maru** means -

- 1.4.1 the collective group composed of individuals who descend from a Ngāti Maru tupuna; and
- 1.4.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 1.4.1, including the following groups:
  - (a) Ngariki;
  - (b) Ngāti Hinemōkai;
  - (c) Ngāti Kōpu/Kōpua;
  - (d) Ngāti Kui;
  - (e) Ngāti Maruwharanui;
  - (f) Ngāti Tamatāpuī;
  - (g) Ngāti Tamakehu;
  - (h) Ngāti Te Ika; and

1.4.3 every individual referred to in clause 1.4.1.

1.5 For the purposes of clause 1.4.1 –

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- 1.5.1 a person is **descended** from another person if the first person is descended from the other by -
- (a) birth;
  - (b) legal adoption; or
  - (c) Māori customary adoption in accordance with the settling group's tikanga (customary values and practices); and
- 1.5.2 **Ngāti Maru tupuna** means an individual who:
- (a) exercised customary rights by virtue of being descended from:
    - (i) Maruwharanui; or
    - (ii) a recognised tupuna of any of the groups referred to in clause 1.4.2; and;
  - (b) exercised the customary rights in 1.5.2(a) predominantly in relation to the area of interest after 6 February 1840.
- 1.5.3 **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**

- 1.6 In this agreement in principle –

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

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

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

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

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

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- (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) Taranaki; and

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

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

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

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

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

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

**Crown leaseback**, in relation to a leaseback commercial redress property or a leaseback deferred selection property, means the lease the deed of settlement will provide to be entered into by the governance entity and the Crown as described in clause 8.14; 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 –

## AGREEMENT IN PRINCIPLE

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- (i) to acquire a deferred selection property; or
  - (ii) of first refusal in relation to RFR land; but
- (c) does not include:
- (i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property or RFR land; or
  - (ii) a deferred selection property or RFR land; or
  - (iii) any on-account payment made before the date of the deed or to entities other than the governance entity; and

**cultural redress** means the redress to be provided under the settlement documentation referred to in part 6; 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 3.1.2; 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 11.1; and
- (b) in relation to a purchased deferred selection property, the disclosure information about the property the deed of settlement requires to be provided by the Crown to the governance entity; and

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

**financial and commercial redress** means the redress to be provided under the settlement documentation referred to in part 8; and

**financial and commercial redress amount** means the amount referred to as the financial and commercial redress amount in clause 8.2; and

**governance entity** means the governance entity to be formed by the settling group under clause 11.3.1; and

**initial annual rent**, in relation to a leaseback property, means the rent payable under the Crown leaseback from its commencement determined or agreed in accordance with schedule [4]; and

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**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 5, 6 and 7 as the case may be; and

**leaseback commercial redress property** means a commercial redress property identified in the deed of settlement as a leaseback property; and

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

**leaseback property** means each leaseback commercial redress property and each leaseback deferred selection property; and

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

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

**mandated negotiators** means –

- (a) the following individuals:
  - (i) Andrew (Anaru) Waiora Marshall, Inglewood, Chief Executive Officer;
  - (ii) Nathan Dean Peri, New Plymouth, Retired; or
- (b) if one or more individuals named in paragraph (a) dies, or becomes incapacitated, the remaining individuals; and

**mandated body** means Te Rūnanga o Ngāti Maru; and

**market rental**, in relation to a valuation property, has the meaning provided in the valuation instructions in appendix 1 to schedule 4; and

**market value**, in relation to a valuation property, has the meaning provided in the valuation instructions in appendix 1 to schedule 4; 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 4; and

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

**protocol** means a protocol referred to in clause 6.13; and

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**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 5.1; and
- (b) the financial and commercial redress; and
- (c) the cultural redress; and

**redress property** means -

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

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

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

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

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

**RFR** means the right of first refusal referred to in clause 8.19; and

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

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

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

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

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

## AGREEMENT IN PRINCIPLE

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

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

**settlement property** means –

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

**statement of association** means each statement of association referred to in clause 6.6.1; and

**statutory acknowledgement** means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 6.6.1 on the terms to be provided by the settlement legislation; and

**statutory area** means an area referred to in Table 2 as a statutory area; and

**Taranaki Maunga** means Egmont National Park as defined by the National Parks Act 1980 and Crown-owned land subsequently added to the Park under that Act; and

**tax indemnity** means the indemnity to be provided in the deed of settlement under clauses 10.3 and 10.4; and

**transfer value**, in relation to a potential commercial redress property, means the amount payable by the governance entity for the transfer of the property determined or agreed in accordance with schedule 4; and

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

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

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

**valuation property** means each potential commercial redress property that is to be valued in accordance with schedule 4.

## 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 Ngāti Maru is not possible; and
  - 2.2.3 Ngāti Maru 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 Ngāti Maru and the Crown (in terms of Te Tiriti o Waitangi/the Treaty of Waitangi, its principles, and otherwise).
- 2.3 Ngāti Maru is to acknowledge in the deed of settlement that –
- 2.3.1 taking all matters into consideration (some of which are specified in paragraph 3.2), the settlement is fair in the circumstances; and
  - 2.3.2 the redress –
    - (a) is intended to benefit the Ngāti Maru collectively; but
    - (b) may benefit particular members, or particular groups of members, of the Ngāti Maru 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 –

## AGREEMENT IN PRINCIPLE

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- (a) to a redress property, a purchased deferred selection property, or any RFR land; or
  - (b) for the benefit of the Ngāti Maru or a representative entity; and
- 2.4.4 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for, a redress property and a purchased 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 VALUATION PROCESS FOR POTENTIAL COMMERCIAL REDRESS PROPERTIES

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

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

##### APPLICATION OF THIS SUBPART

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

##### APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR

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

##### QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR

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

## **AGREEMENT IN PRINCIPLE**

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3.7.1 must be suitably qualified and experienced in determining disputes about –

- (a) the market value of similar properties; and
- (b) if applicable, the market rental of similar properties; and

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

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

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

3.8.1 [50] business days after the notification date, provide a copy of its final valuation report to the other party; and

3.8.2 [60] business days after the notification date, provide its valuer's written analysis report to the other party.

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

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

3.10 If only one valuation report for a property that is not a school site is delivered by the required date, the transfer value of the property, and if applicable its initial annual rent, is the market value and the market rental, as assessed in the report.

3.11 If only one valuation report for a property that is a school site is delivered by the required date, the transfer value of the property is the market value as assessed in the report, (based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%),

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

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

3.12.1 the parties must endeavour to agree in writing:

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

3.12.2 either party may, if the transfer value of the property, or if applicable, its initial annual rent, is not agreed in writing within [70] business days after the notification date and if a valuation arbitrator has been appointed under paragraph 3.3.2 or paragraph 3.4, refer that matter to the determination of the valuation arbitrator; or

## **AGREEMENT IN PRINCIPLE**

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

### **VALUATION ARBITRATION**

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

## **AGREEMENT IN PRINCIPLE**

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

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

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

## **B GENERAL PROVISIONS**

### **TIME LIMITS**

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

### **DETERMINATION FINAL AND BINDING**

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

### **COSTS**

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

## AGREEMENT IN PRINCIPLE

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- 3.20.1 its costs; and
- 3.20.2 half the costs of a valuation arbitration; or
- 3.20.3 such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

## AGREEMENT IN PRINCIPLE

### APPENDIX 1

#### PLEASE NOTE

If these instructions apply to-

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

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

[Valuer's name]

[Address]

### Valuation instructions

#### INTRODUCTION

Ngāti Maru 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 Ngāti Maru 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].

## **AGREEMENT IN PRINCIPLE**

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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.

### **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 Ngāti Maru may elect to purchase the property as a commercial redress property under part 6, plus GST (if any).

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

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

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

A two-step process is required:

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

## **AGREEMENT IN PRINCIPLE**

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

For the purposes of these instructions:

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

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

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

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

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

### **VALUATION OF PROPERTY**

You must, in relation to a property:

- (a) before inspecting the property, determine with the other valuer:
  - (i) the valuation method or methods applicable to the property; and

## **AGREEMENT IN PRINCIPLE**

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- (ii) the comparable sales[, and comparable market rentals if the property is not a school site,] to be used in determining the market value of the property [and its market rental if the property is not a school site]; and
- (b) inspect the property, where practical, together with the valuer appointed by the other party; and
- (c) attempt to resolve any matters or issues arising from your inspections and input assumptions; and
- (d) by not later than [30] business days after the valuation date prepare, and deliver to us, a draft valuation report; and
- (e) by not later than [45] business days after the valuation date:
  - (i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and
  - (ii) deliver a copy of your final valuation report to us; and
- (f) by not later than [55] business days after the valuation date, prepare and deliver to us a written analysis of both valuation reports to assist in the determination of the market value of the property [and its market rental if the property is not a school site]; and
- (g) by not later than [65] business days after the valuation date, meet with the other valuer and discuss your respective valuation reports and written analysis reports with a view to reaching consensus on the market value [and its market rental if the property is not a school site]; and
- (h) if a consensus on market value [and its market rental if the property is not a school site] is reached, record it in writing signed by you and the other valuer and deliver it to both parties; and
- (i) participate in any meetings, including any peer review process, as required by us and the other party to agree the market value of the property [and its market rental if the property is not a school site]; and
- (j) if a review valuer has been appointed by parties, you must within 5 business days of receipt of the review valuer's report, review your market valuation report, taking into account the findings of the review valuer, and provide us with a written report of your assessment of the market value of the property; and
- (k) participate in any arbitration process required under subpart A to determine the market value of the property [and its market rental if the property is not a school site].

### **REQUIREMENTS OF YOUR VALUATION**

Our requirements for your valuation are as follows.

You are to assume that –

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

## **AGREEMENT IN PRINCIPLE**

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- (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
- (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

## AGREEMENT IN PRINCIPLE

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- (ii) the agreed lease]; and
- (d) details of your assessment of the highest and best use of the property; and
- (e) comment on the rationale of likely purchasers[, and tenants,] of the property; and
- (f) a clear identification of the key variables which have a material impact on the valuation; and
- (g) full details of the valuation method or methods; and
- (h) appendices setting out –
  - (i) a statement of the valuation methodology and policies; and
  - (ii) relevant market and sales information.

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

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

### ACCEPTANCE OF THESE INSTRUCTIONS

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

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

### ACCESS

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

[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.]

## **AGREEMENT IN PRINCIPLE**

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### **OPEN AND TRANSPARENT VALUATION**

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

In particular, you must:

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

Yours faithfully

**[Name of signatory]**

**[Position]**

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

## 4 VALUATION PROCESS FOR CROWN FOREST LAND

### Valuation Process

#### Agreement between

The Crown acting through Land Information New Zealand

"The Crown"

AND

"The Claimant"

#### Definitions and Interpretation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Preliminary steps**

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

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### Parameters for the Valuation Assessments

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

### Initial Meeting

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

### Exchange of Valuation Reports

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

### Presentation of Valuation Reports

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

### Parameters to agree Market Value

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

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

## AGREEMENT IN PRINCIPLE

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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;]

## AGREEMENT IN PRINCIPLE

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

## 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; and
- any other relevant factors taken into account.
- meet the requirements of:
  - the Property Institute of New Zealand's Valuation Standards, including the minimum requirement set out in Section 5 of the "New Zealand Institute of Valuers Valuation Standard 1: Market Value Basis of Valuation"; and
  - other relevant standards, insofar as those requirements are relevant.
- include an executive summary containing:
  - a summary of the valuation along with key valuation parameters;
  - a summary of key issues affecting value, if any;
  - the name of the valuer and his or her firm; and
  - the signature of the valuer and lead valuer if applicable.
- attach appendices setting out:
  - a statement of valuation policies;

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

### 10. TIMING

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

### 11. DEFINITION

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

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

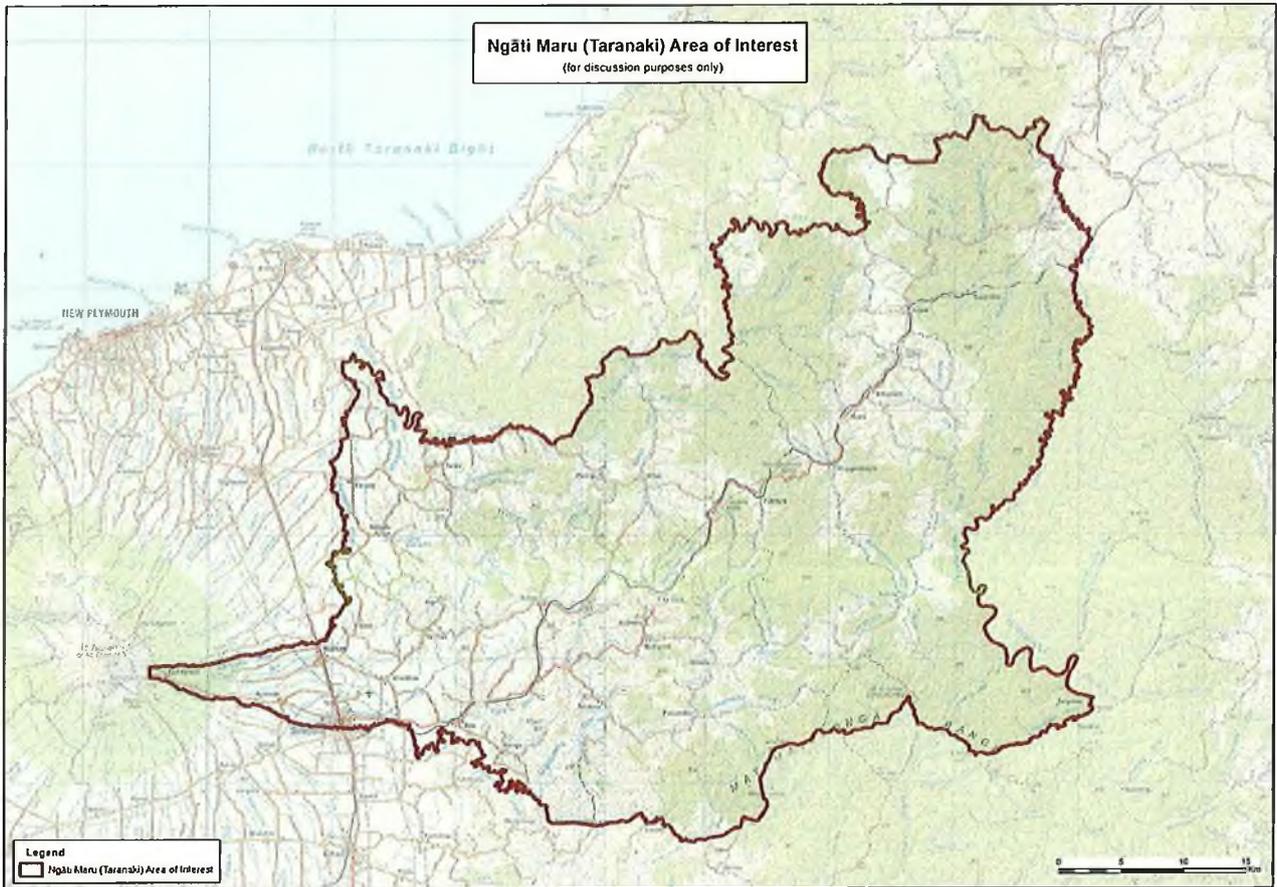
**Valuation Commencement Date** means the date by which disclosure has been provided by the Crown to the Claimant as outlined in Paragraph 2 of the Valuation Process.

**AGREEMENT IN PRINCIPLE**

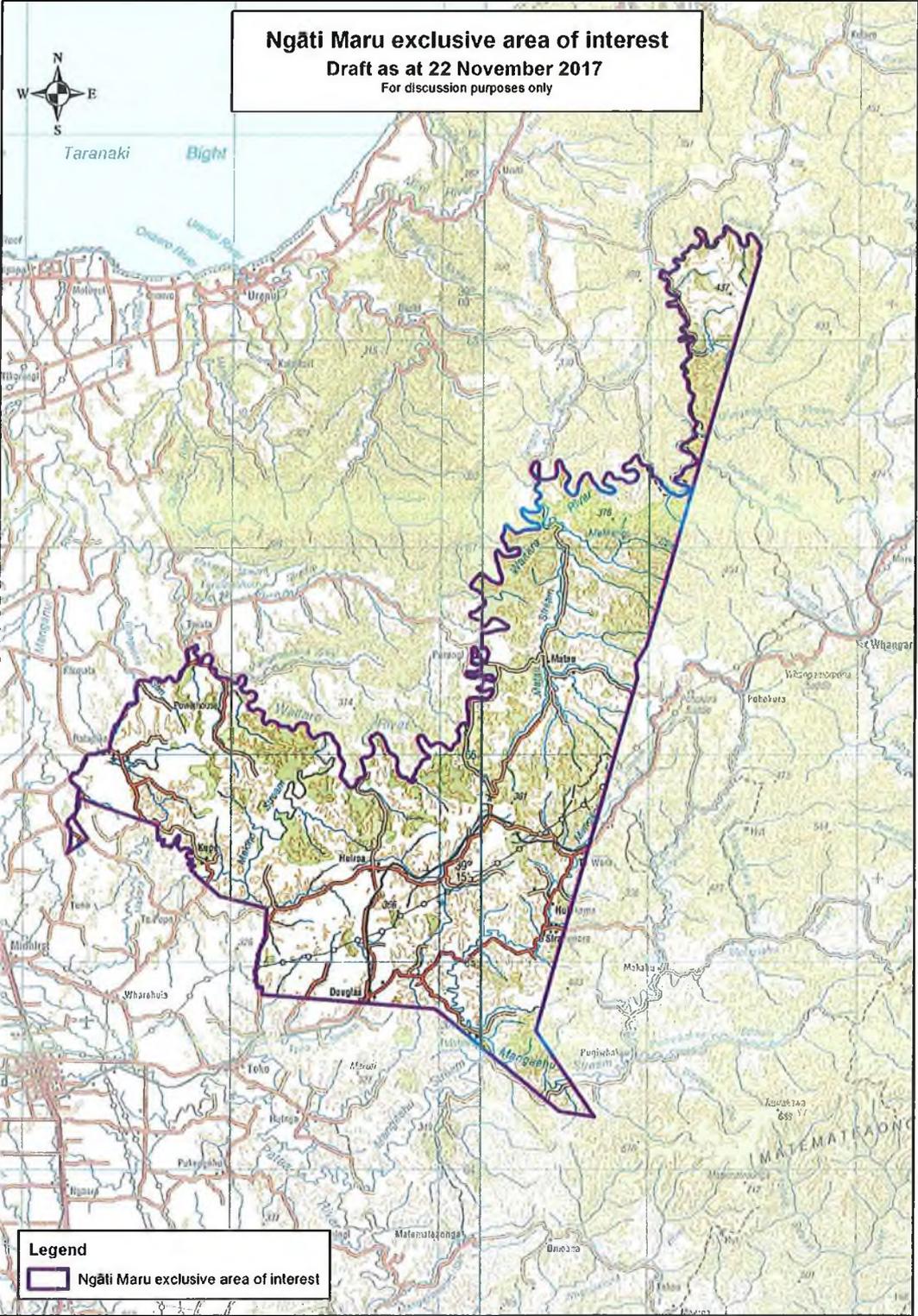
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**ATTACHMENTS**

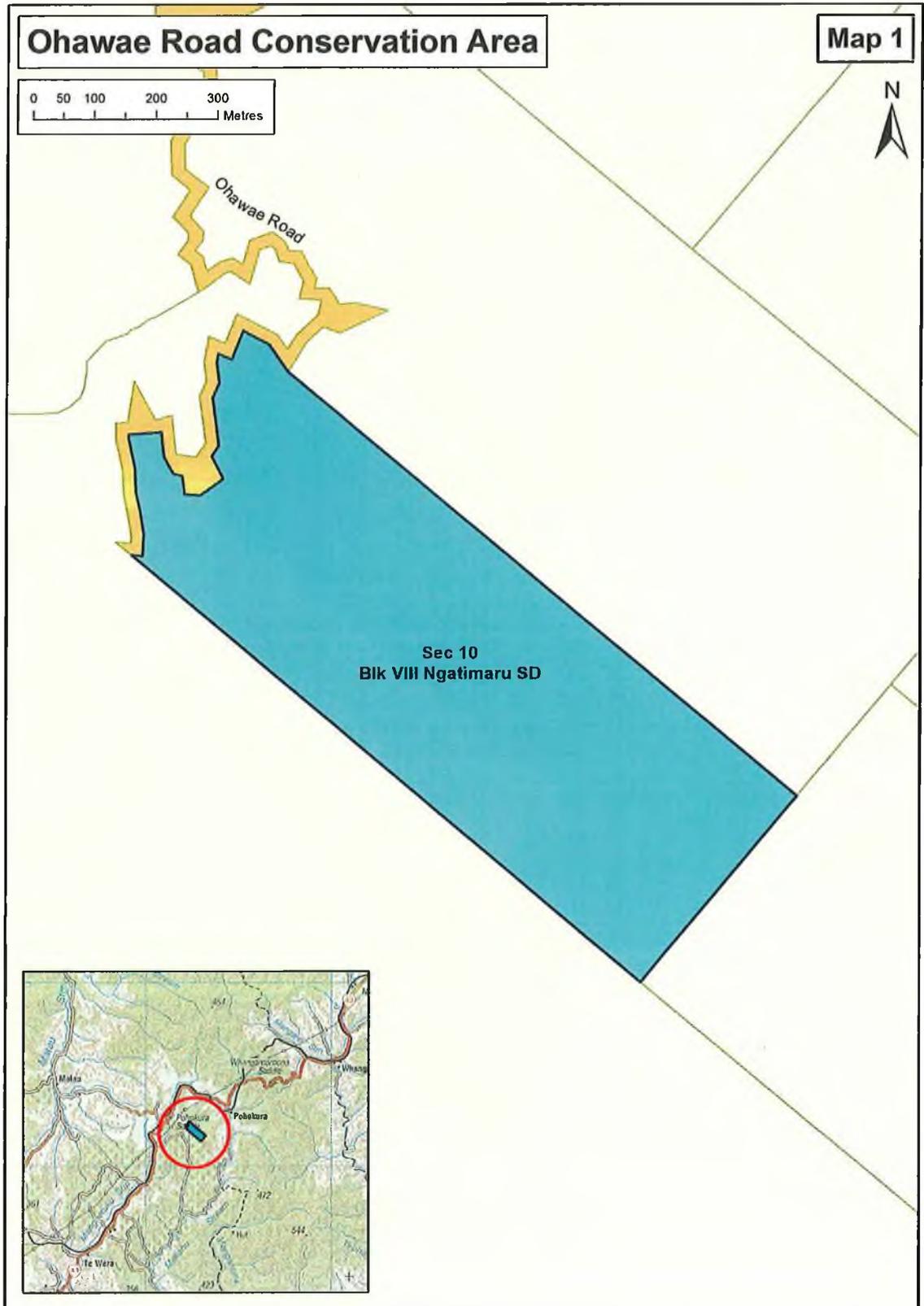
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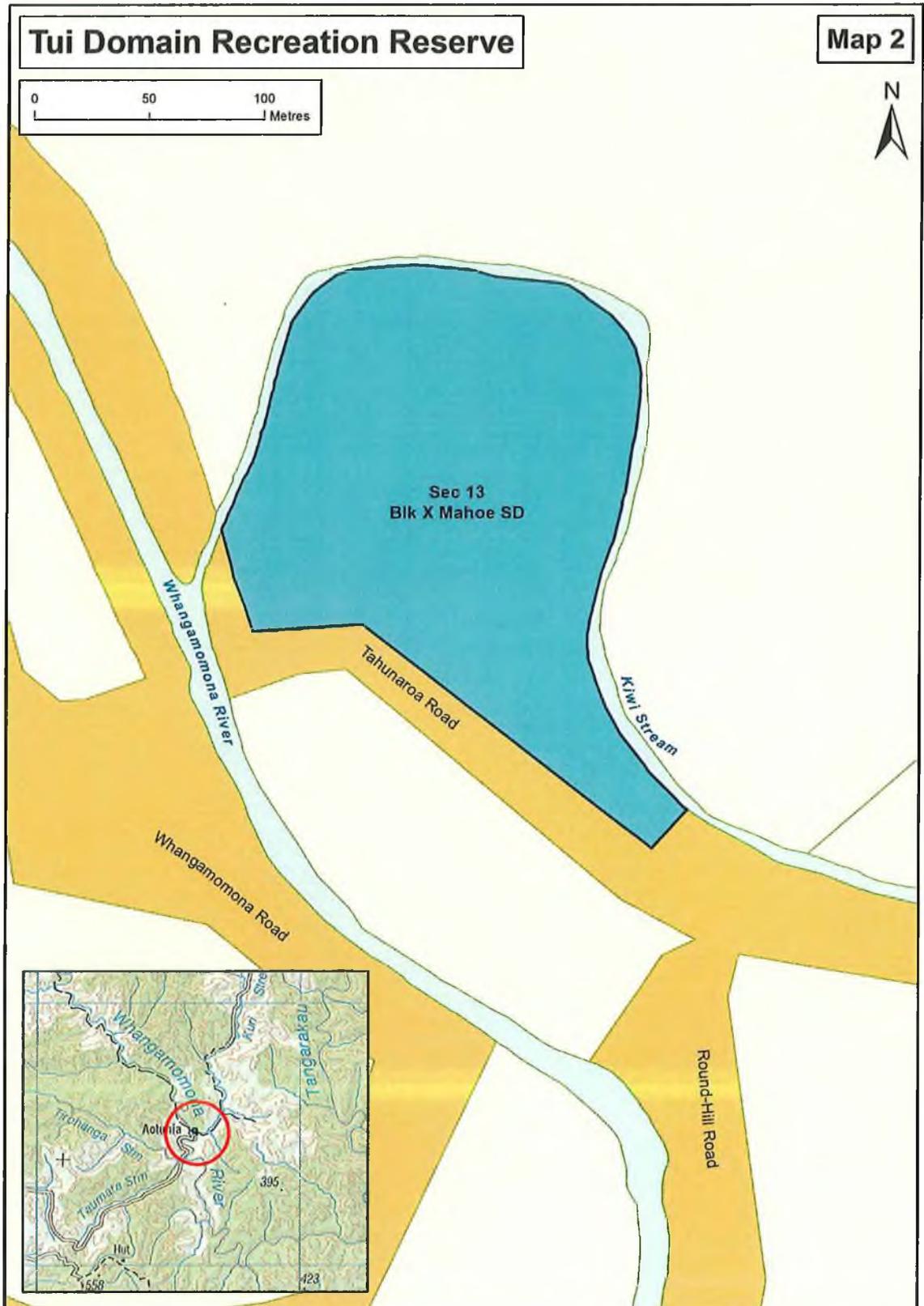
2 NGĀTI MARU EXCLUSIVE AREA RFR MAP (PROVISIONAL)



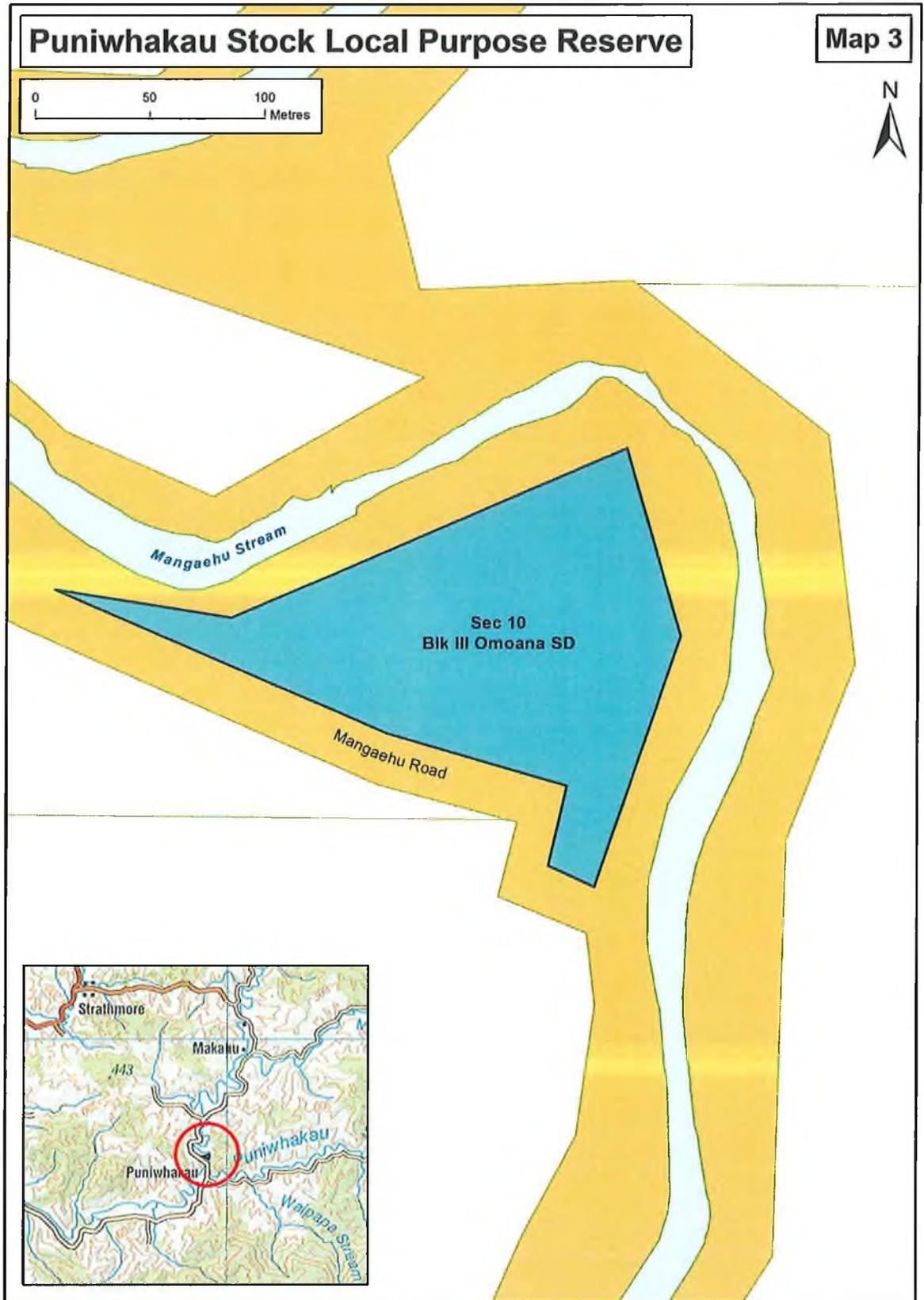
3 CULTURAL REDRESS MAPS



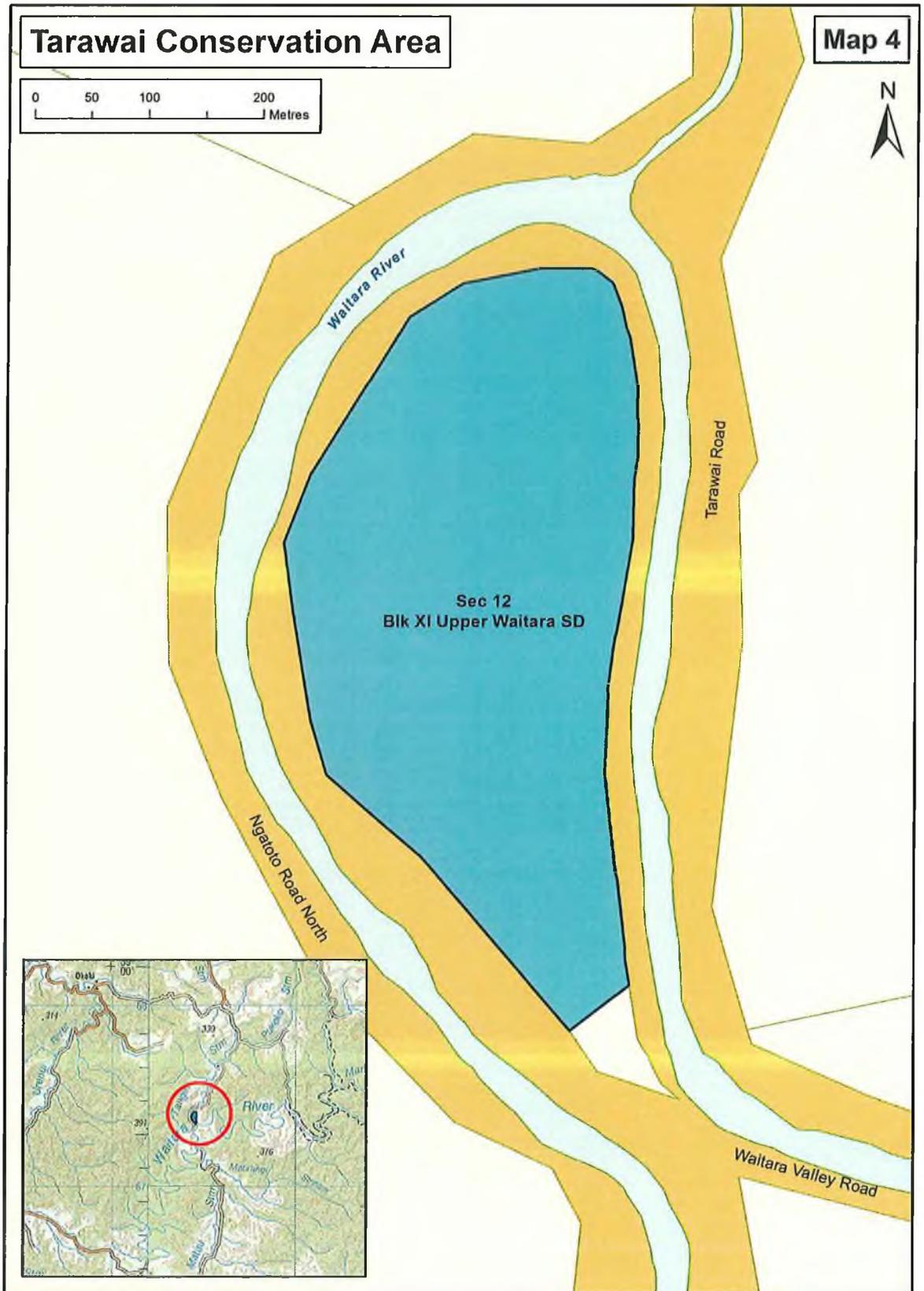
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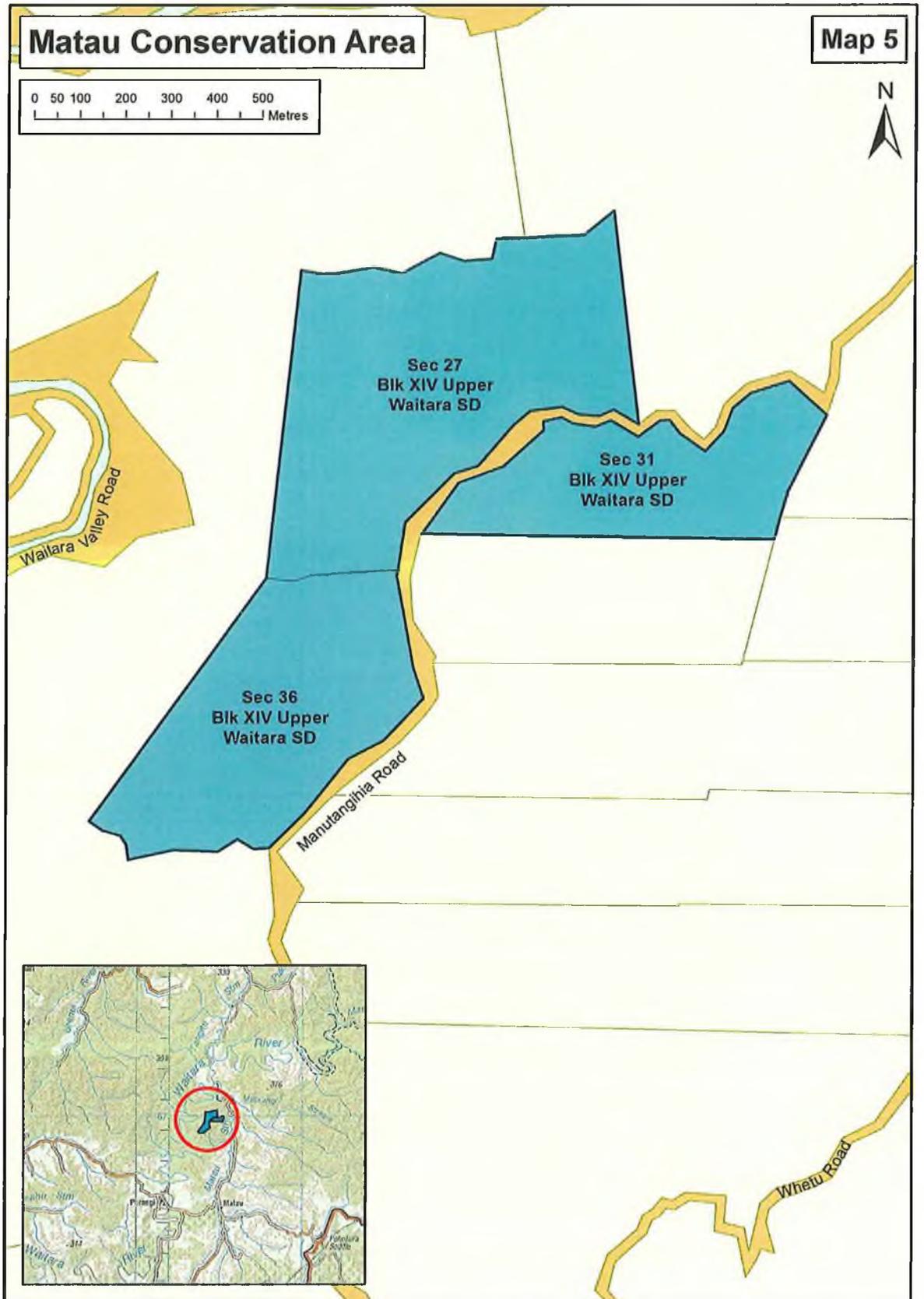
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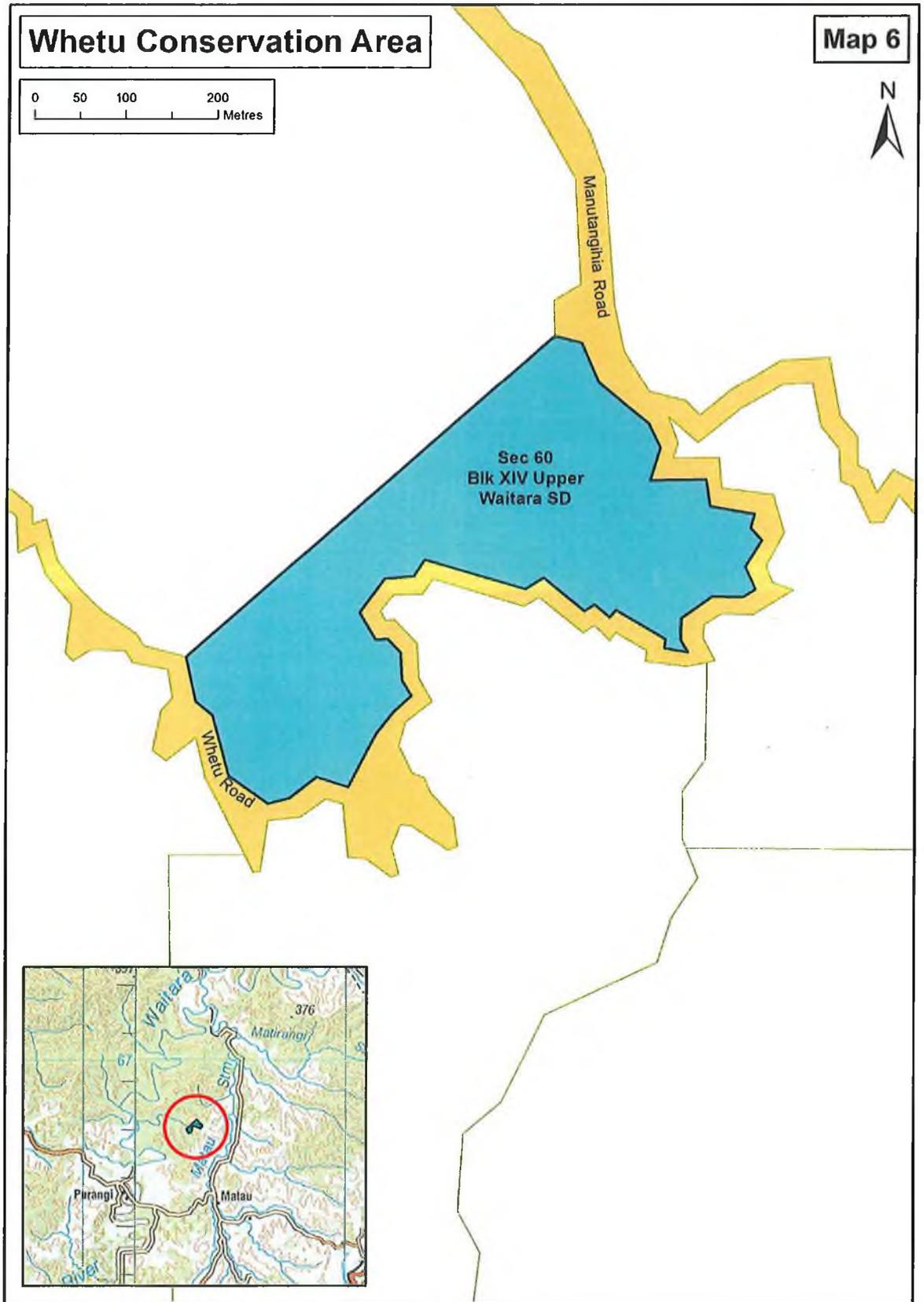
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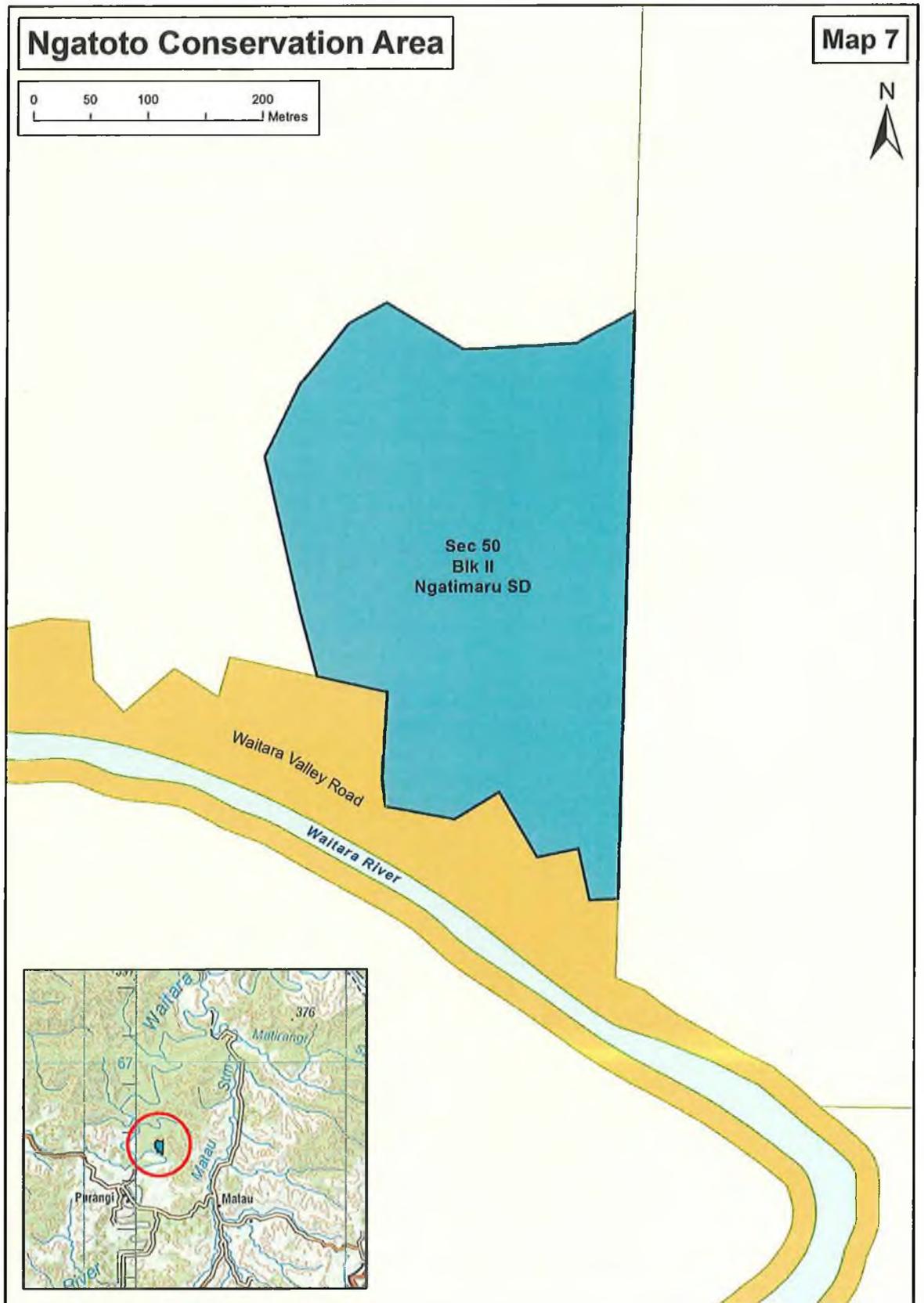
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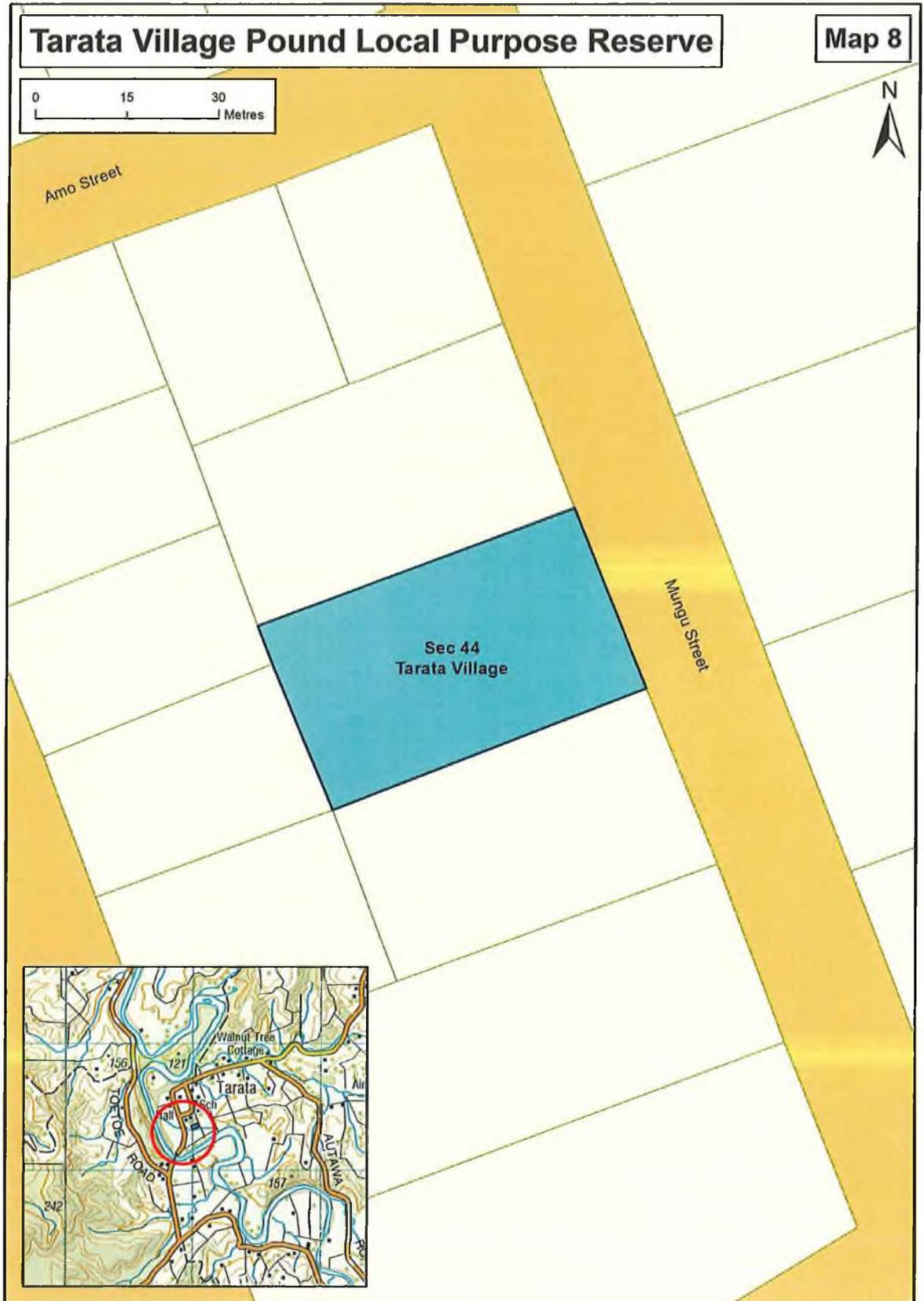
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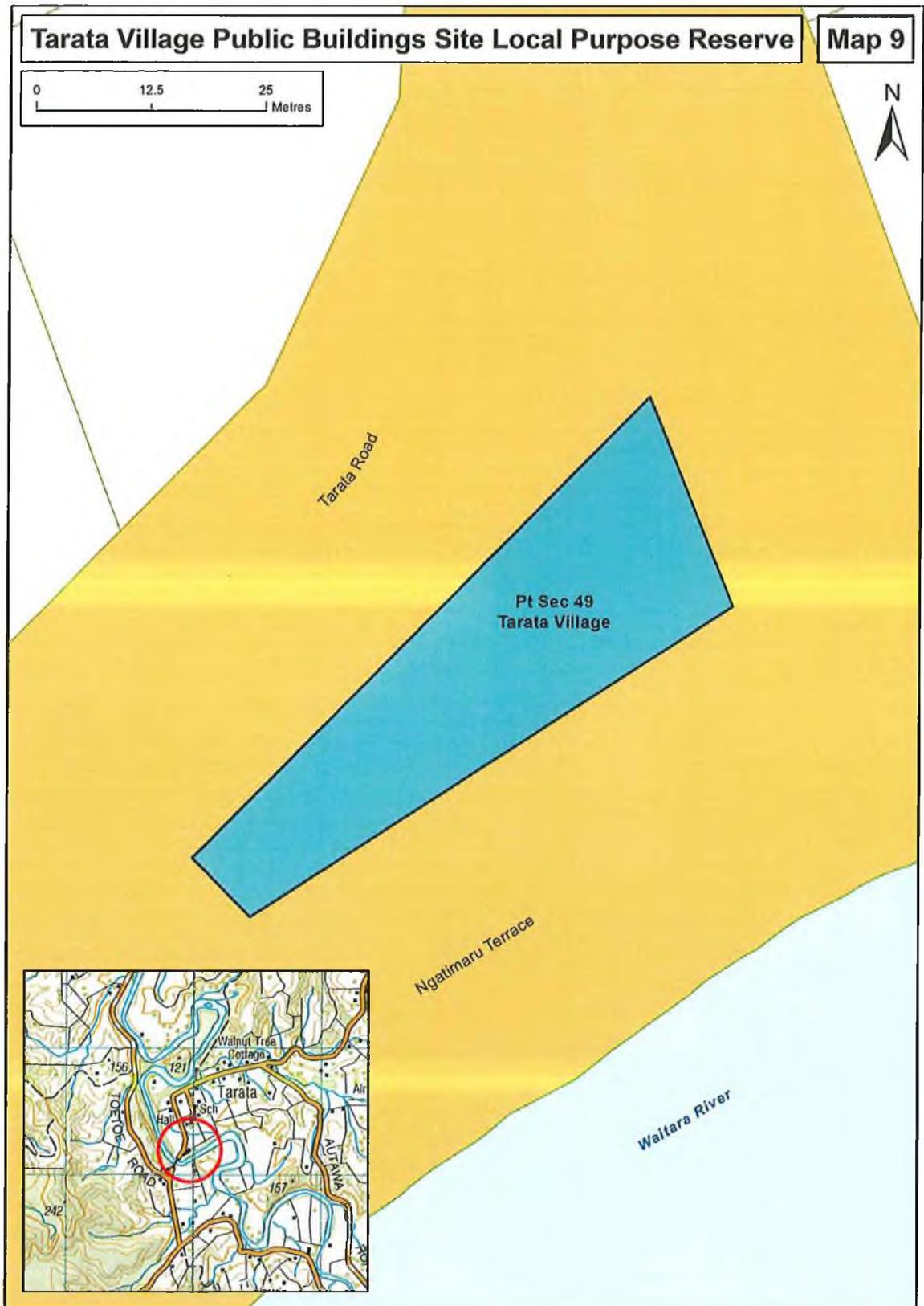
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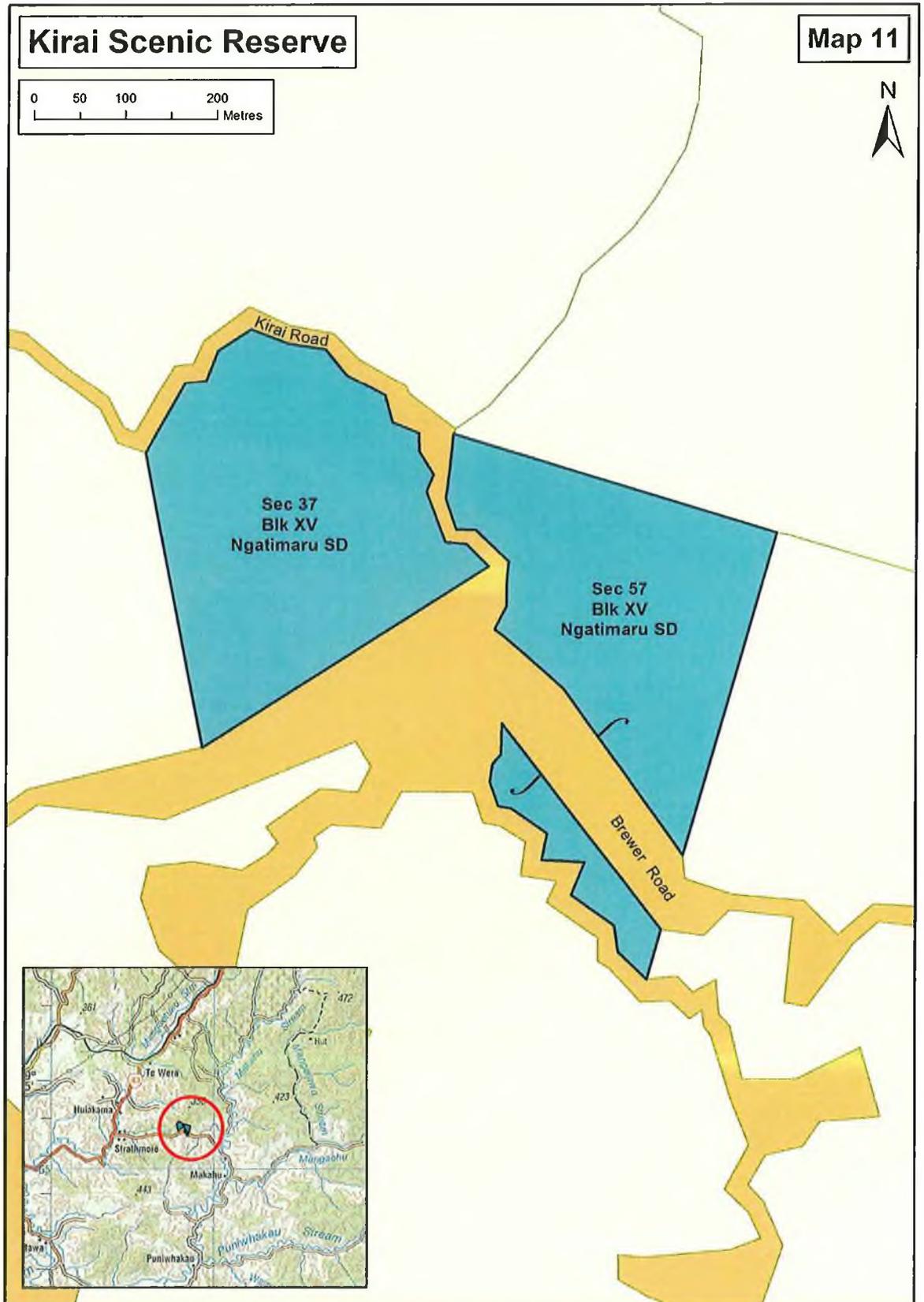


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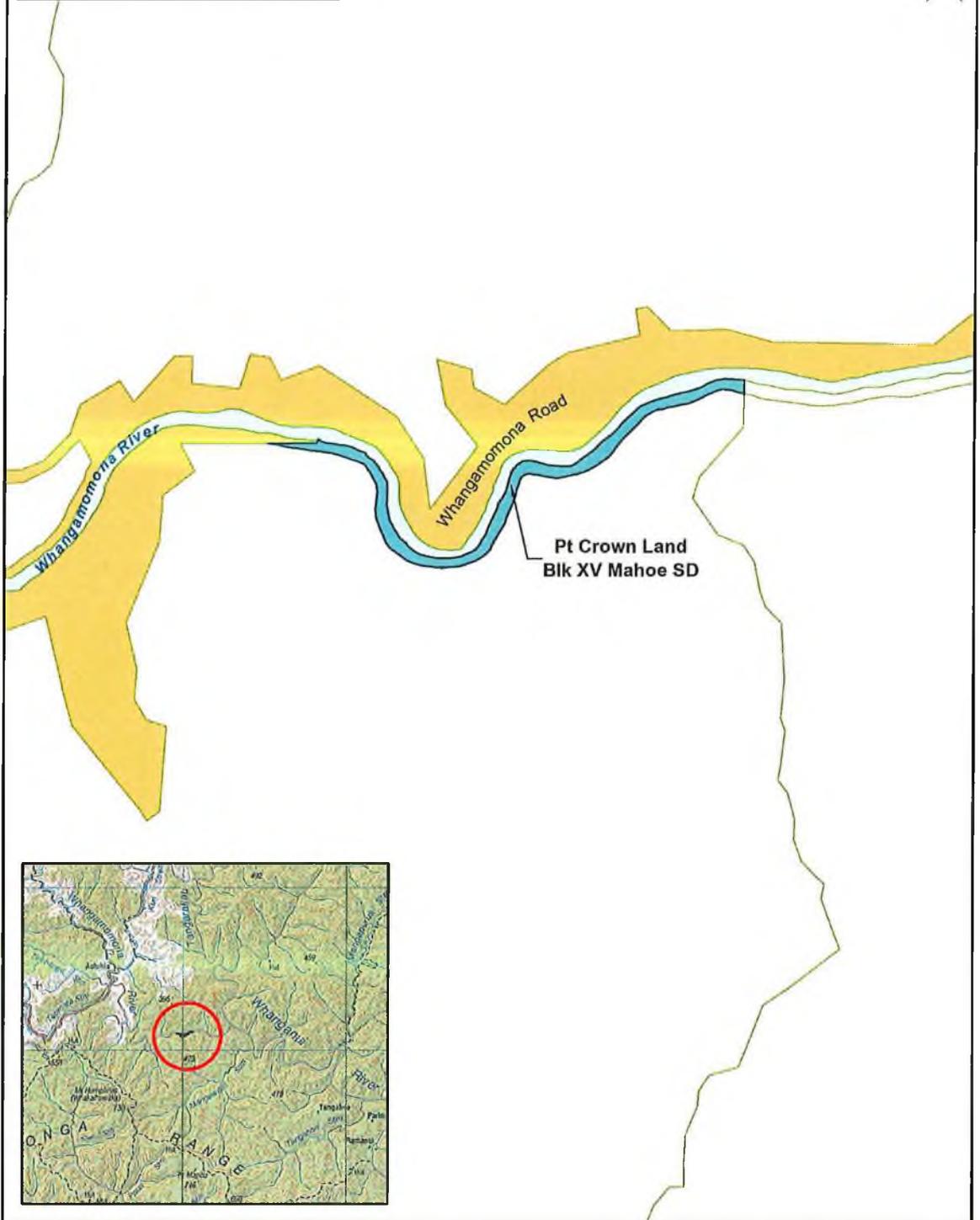


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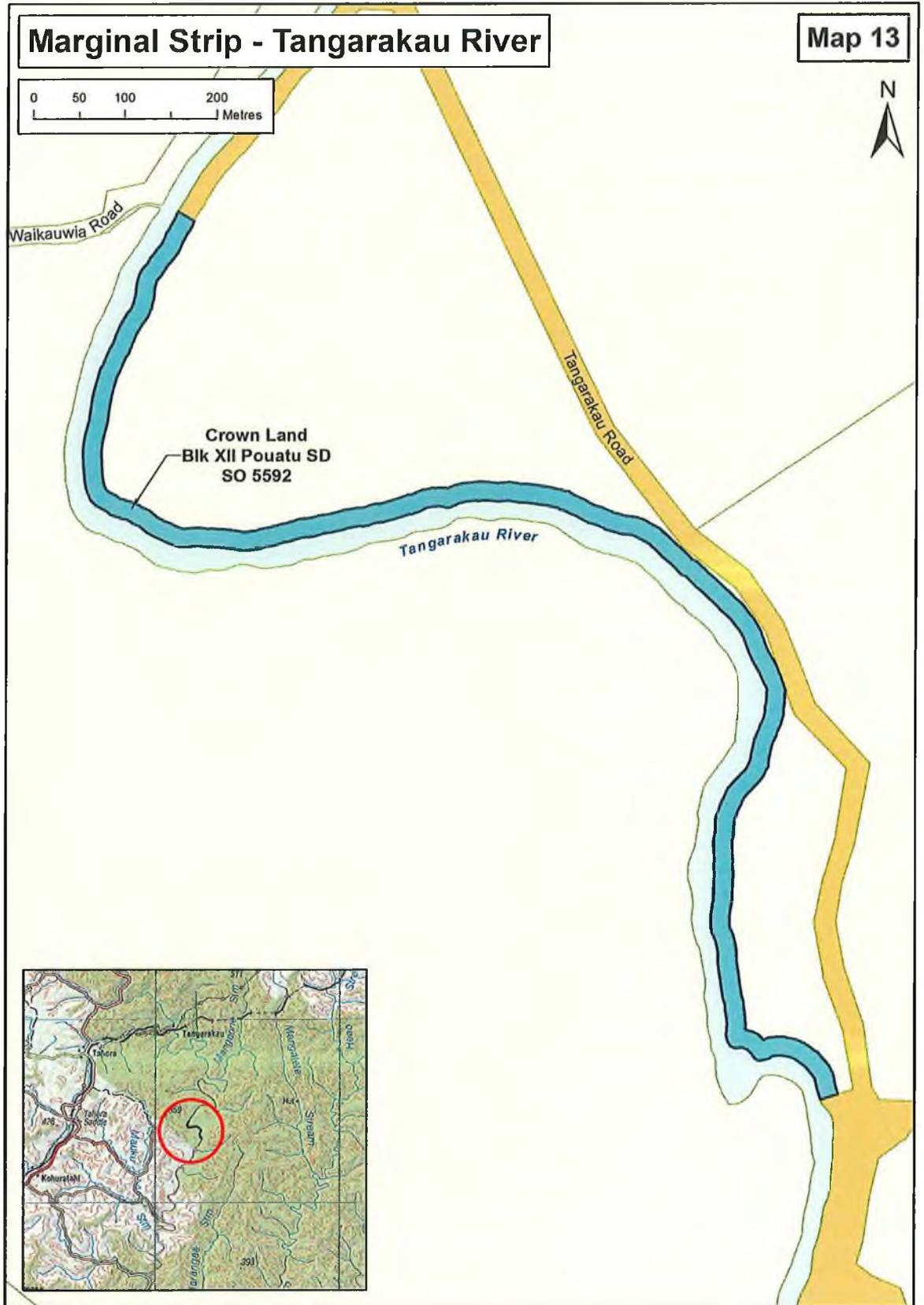
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Map 12

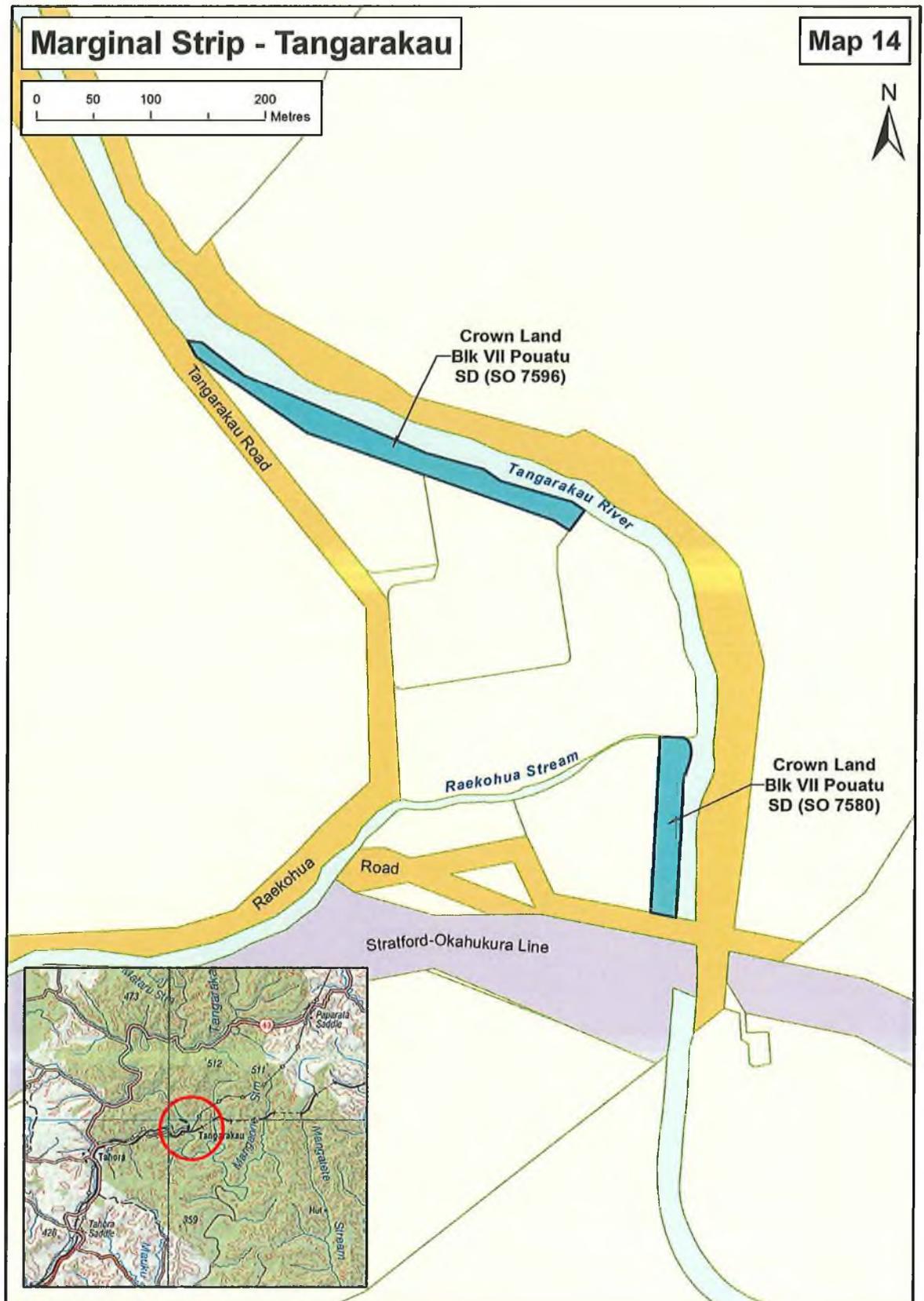
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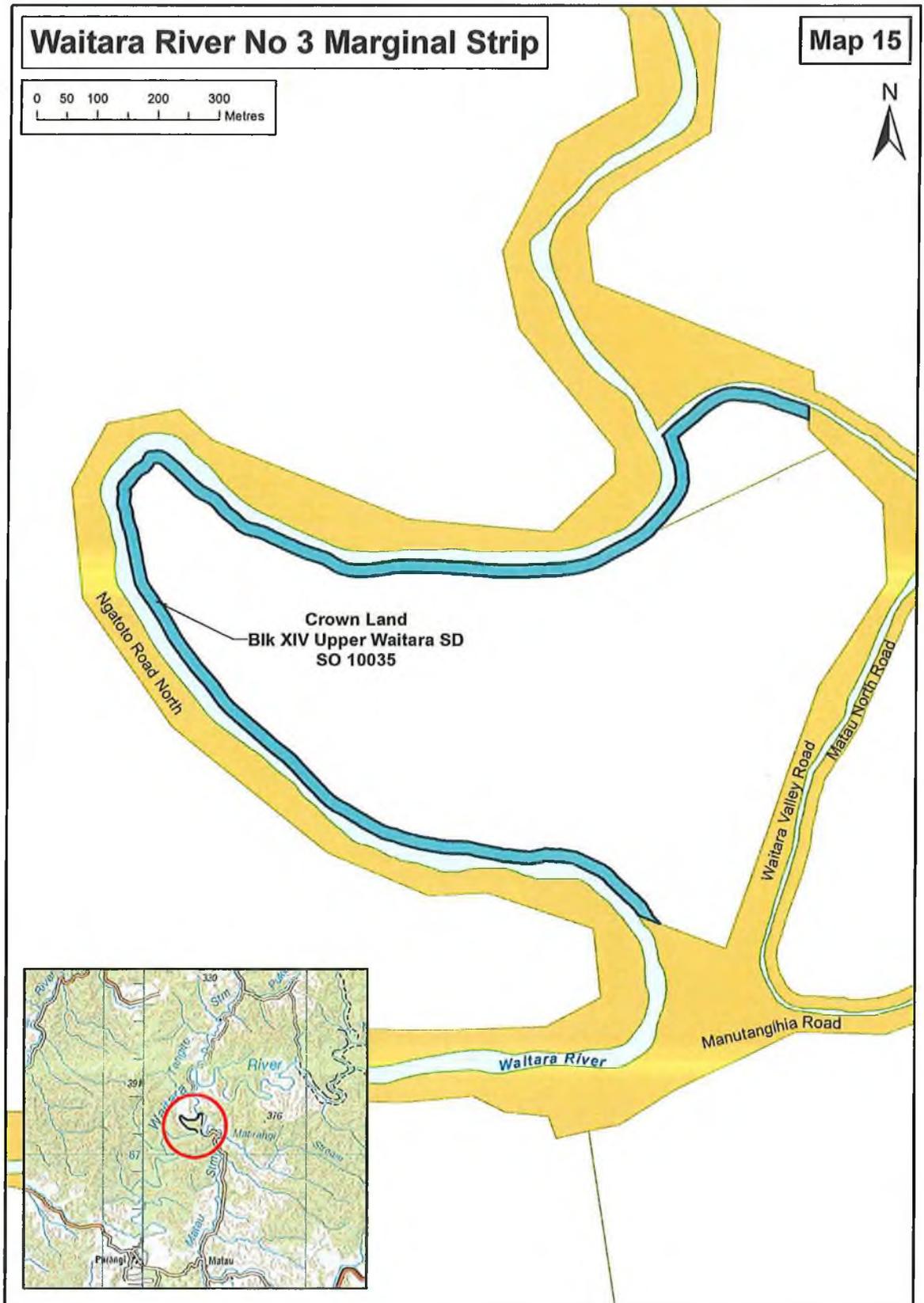
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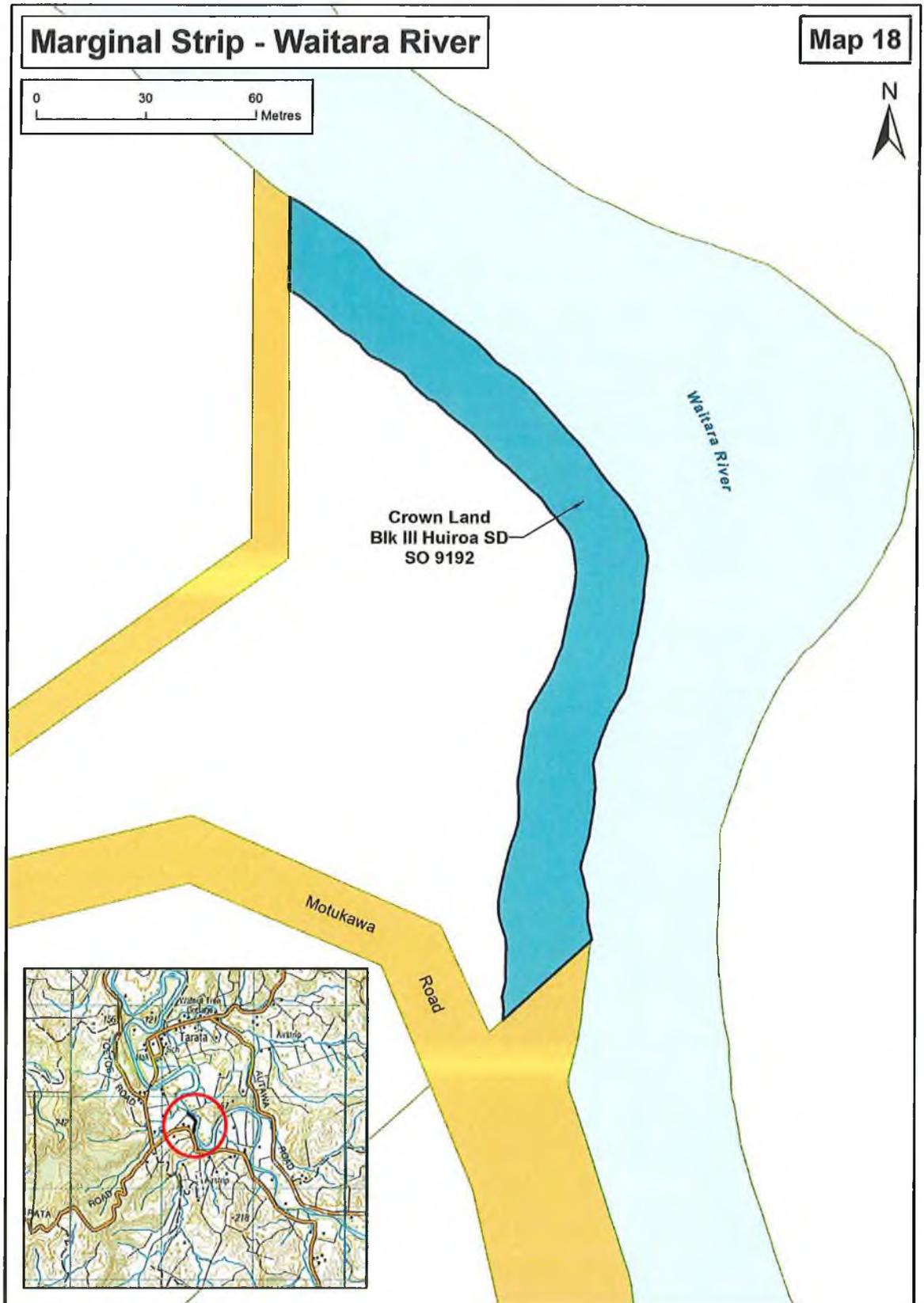


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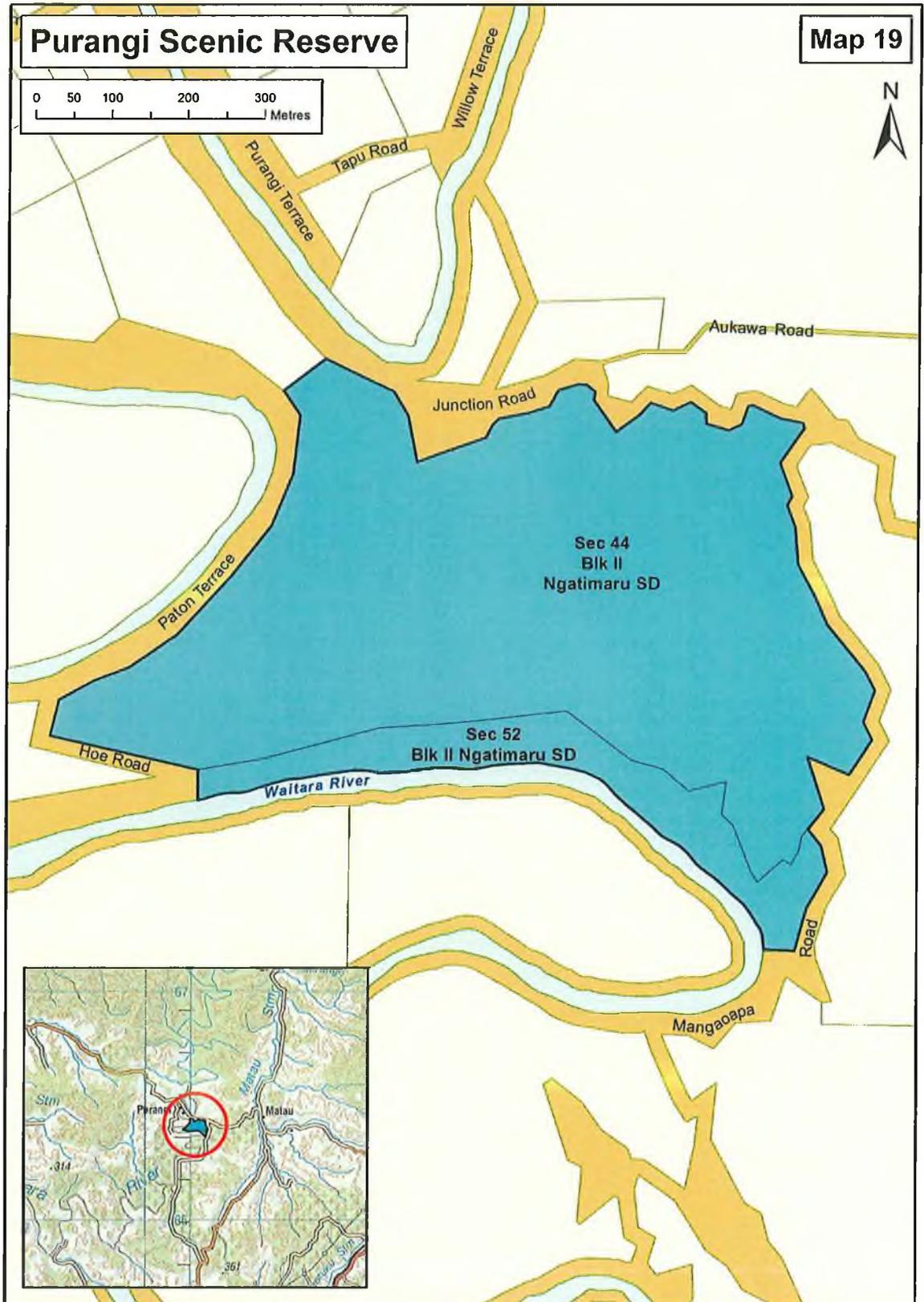




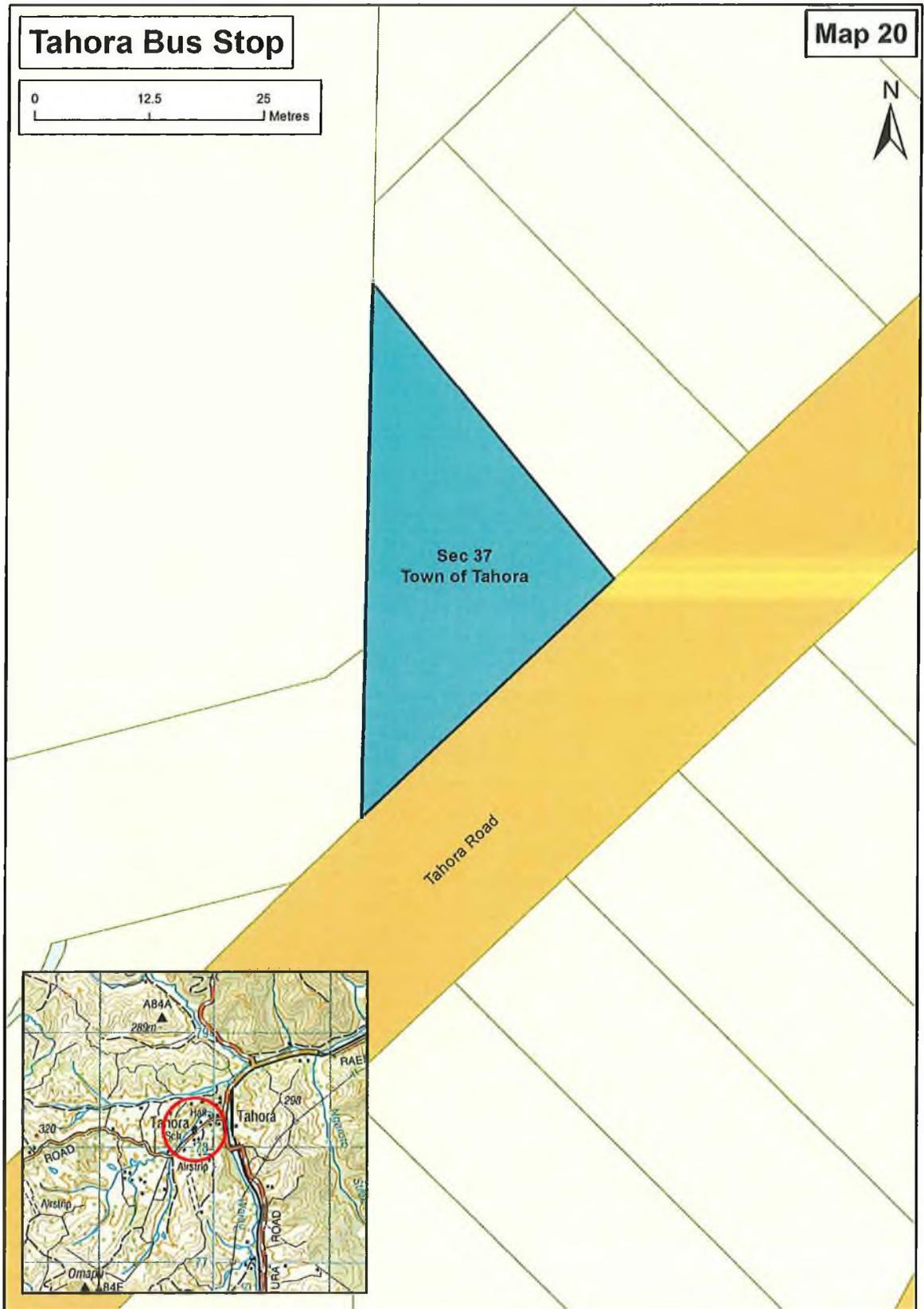
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AGREEMENT IN PRINCIPLE



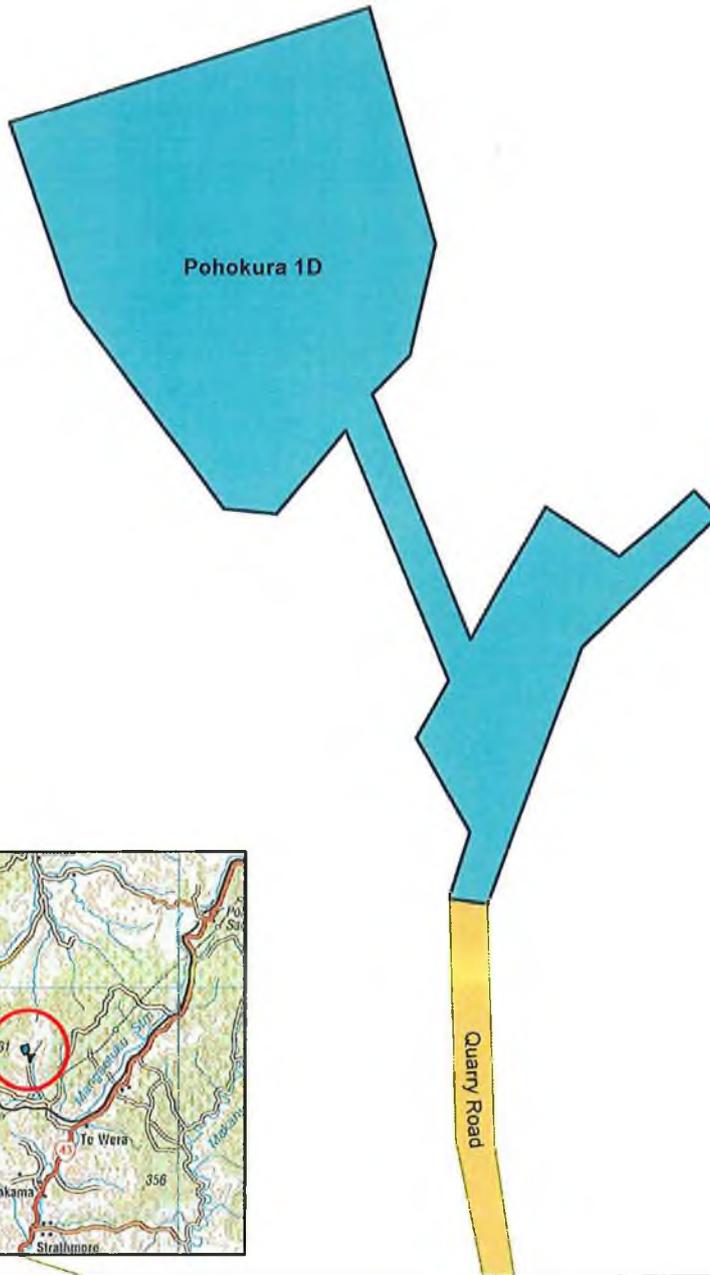
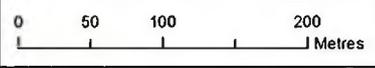
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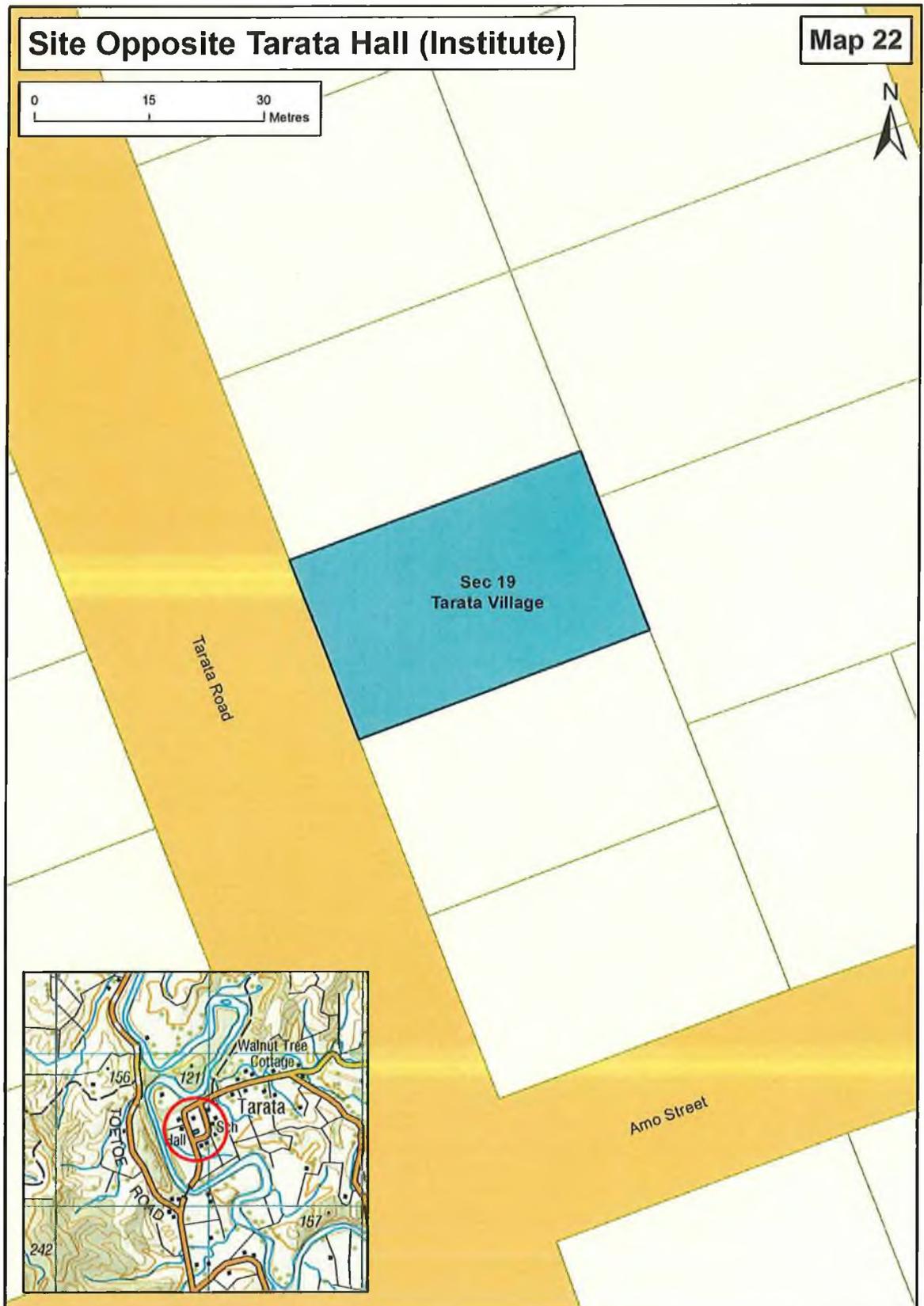
AGREEMENT IN PRINCIPLE

Te Wera Quarry

Map 21



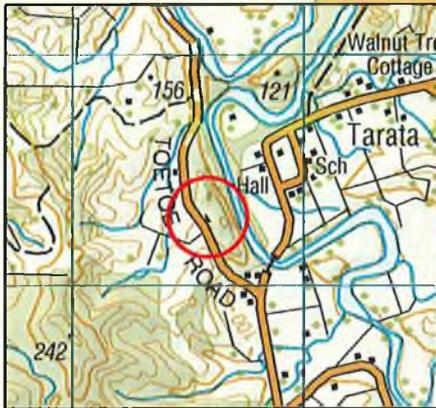
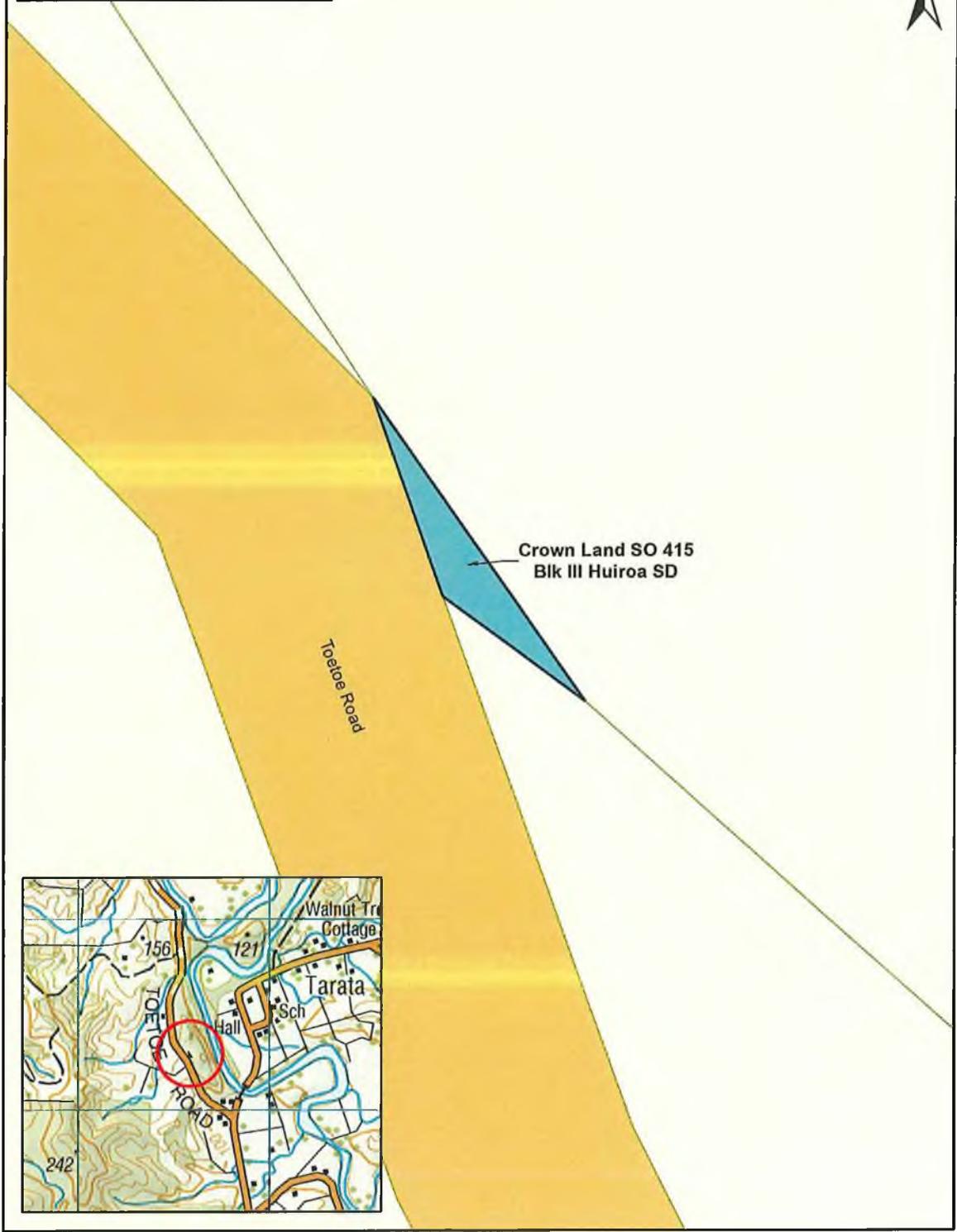
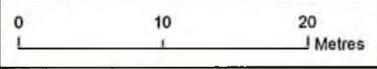
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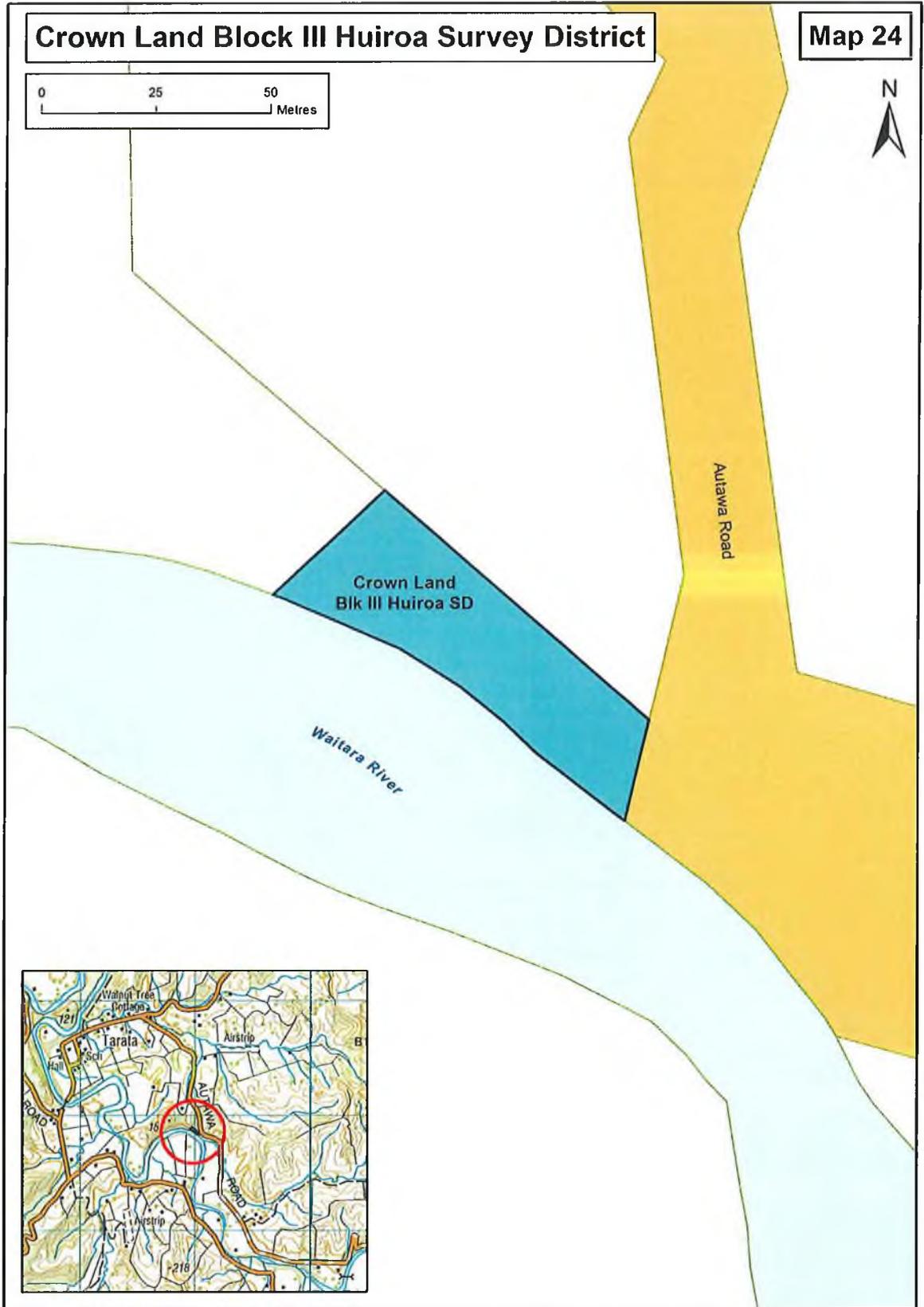
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Crown Land Survey Office Plan 415

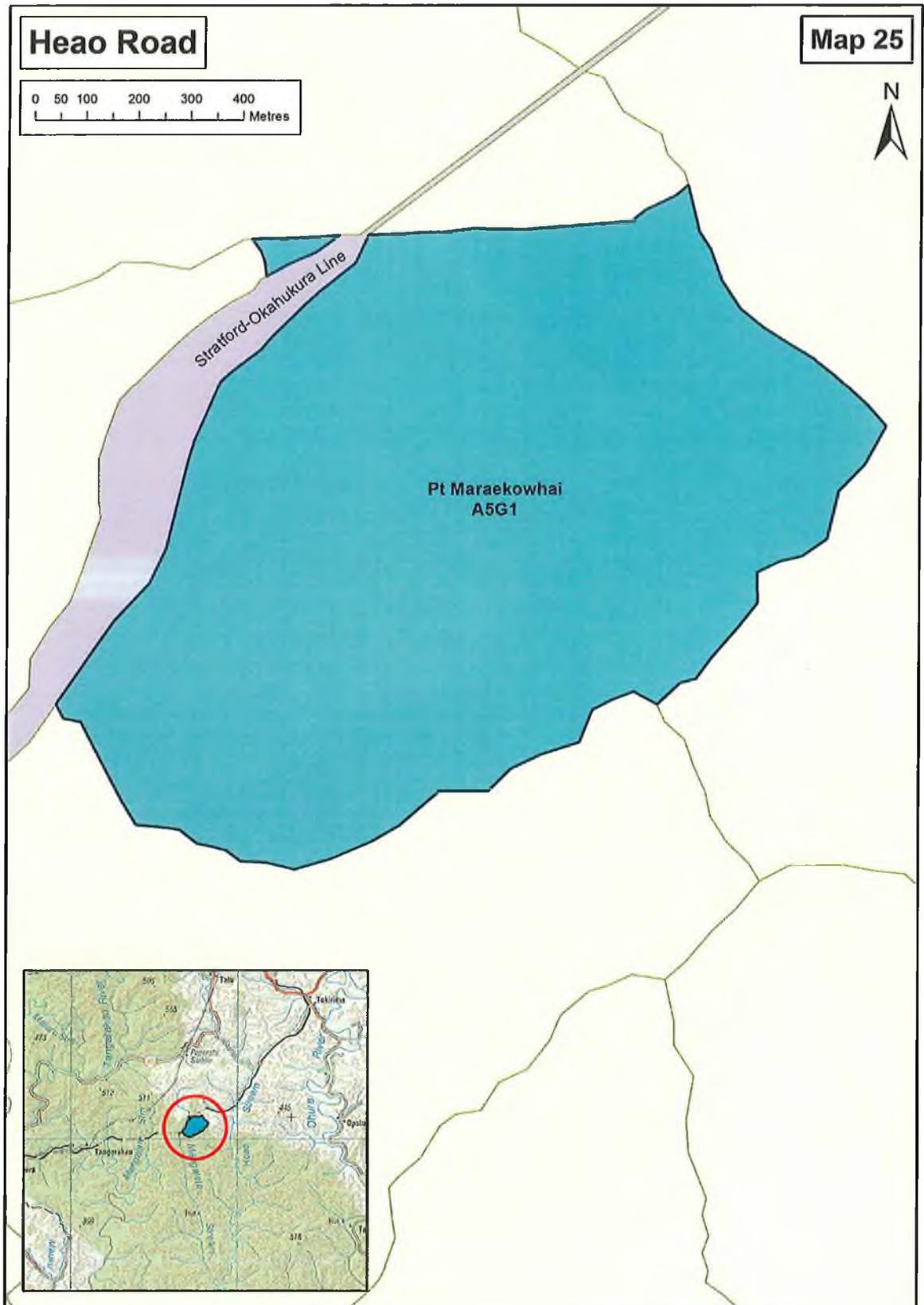
Map 23



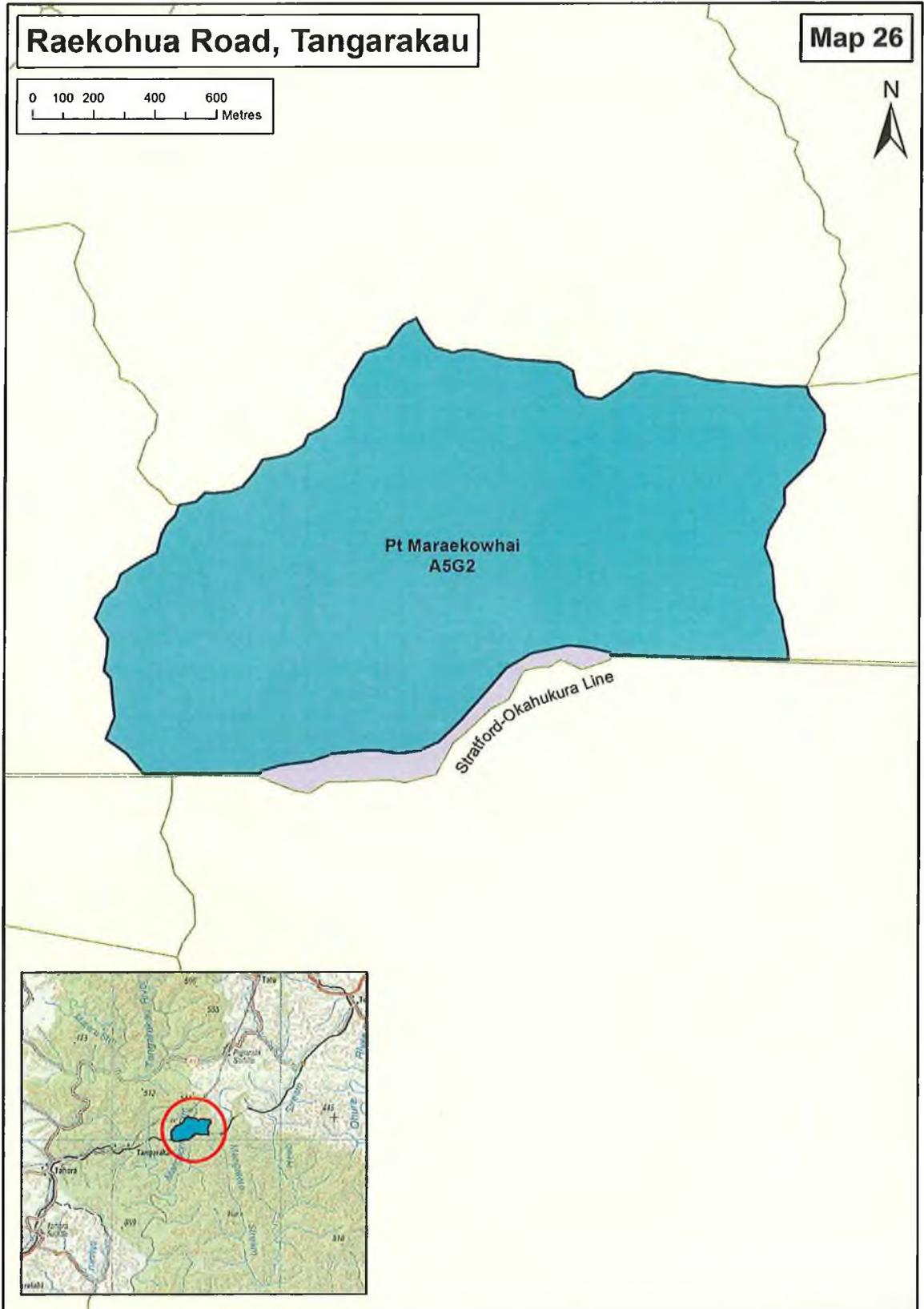
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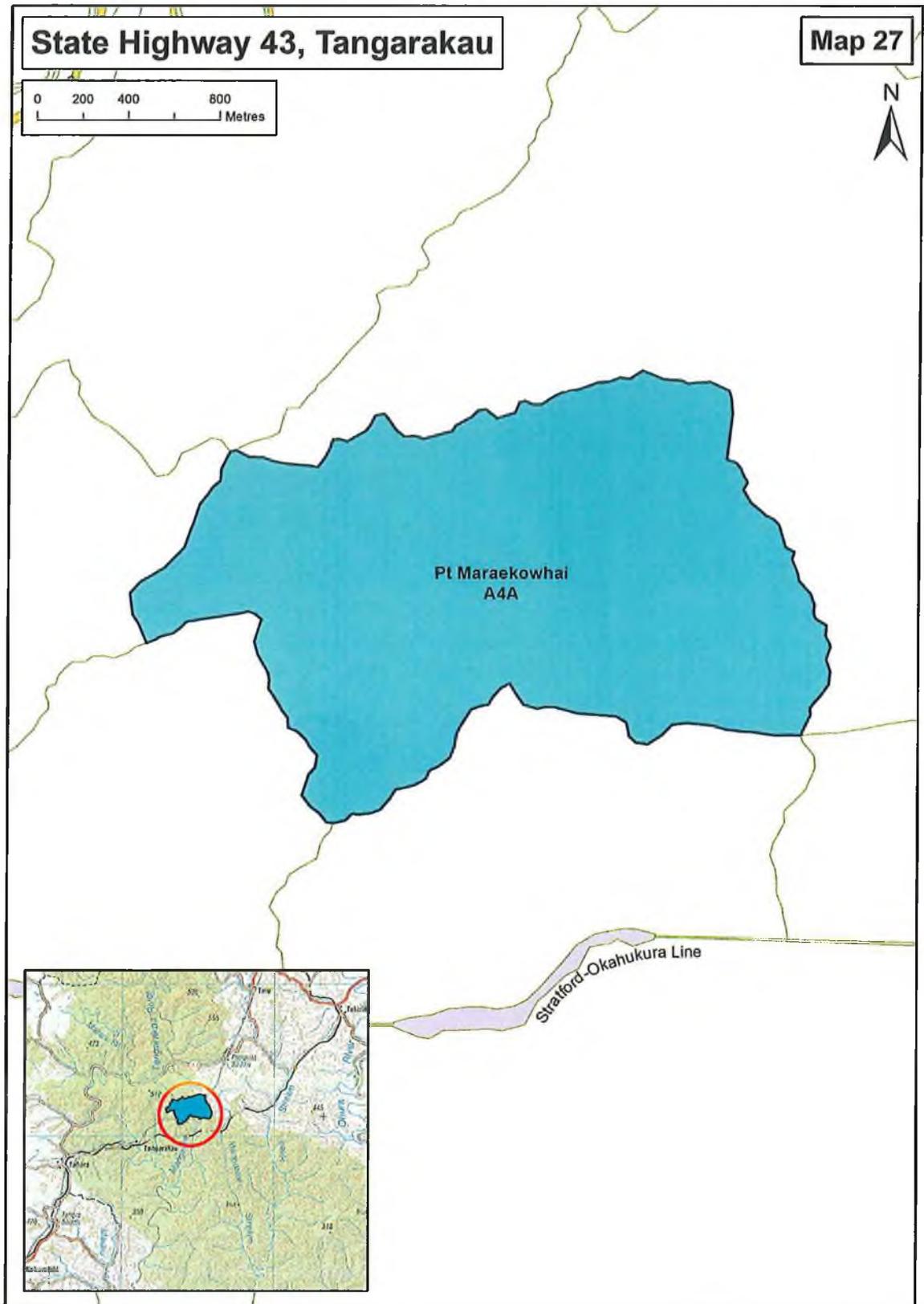
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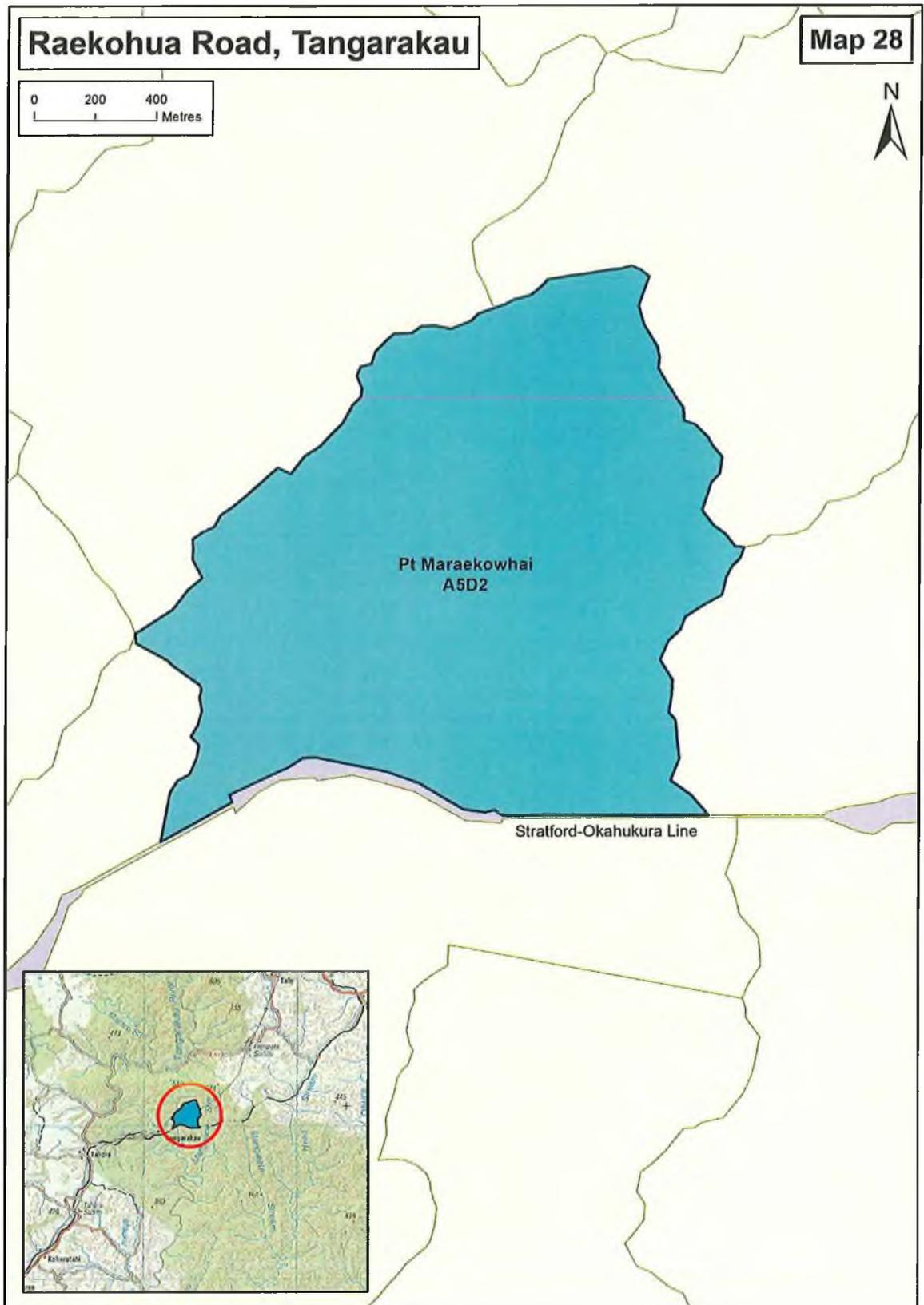
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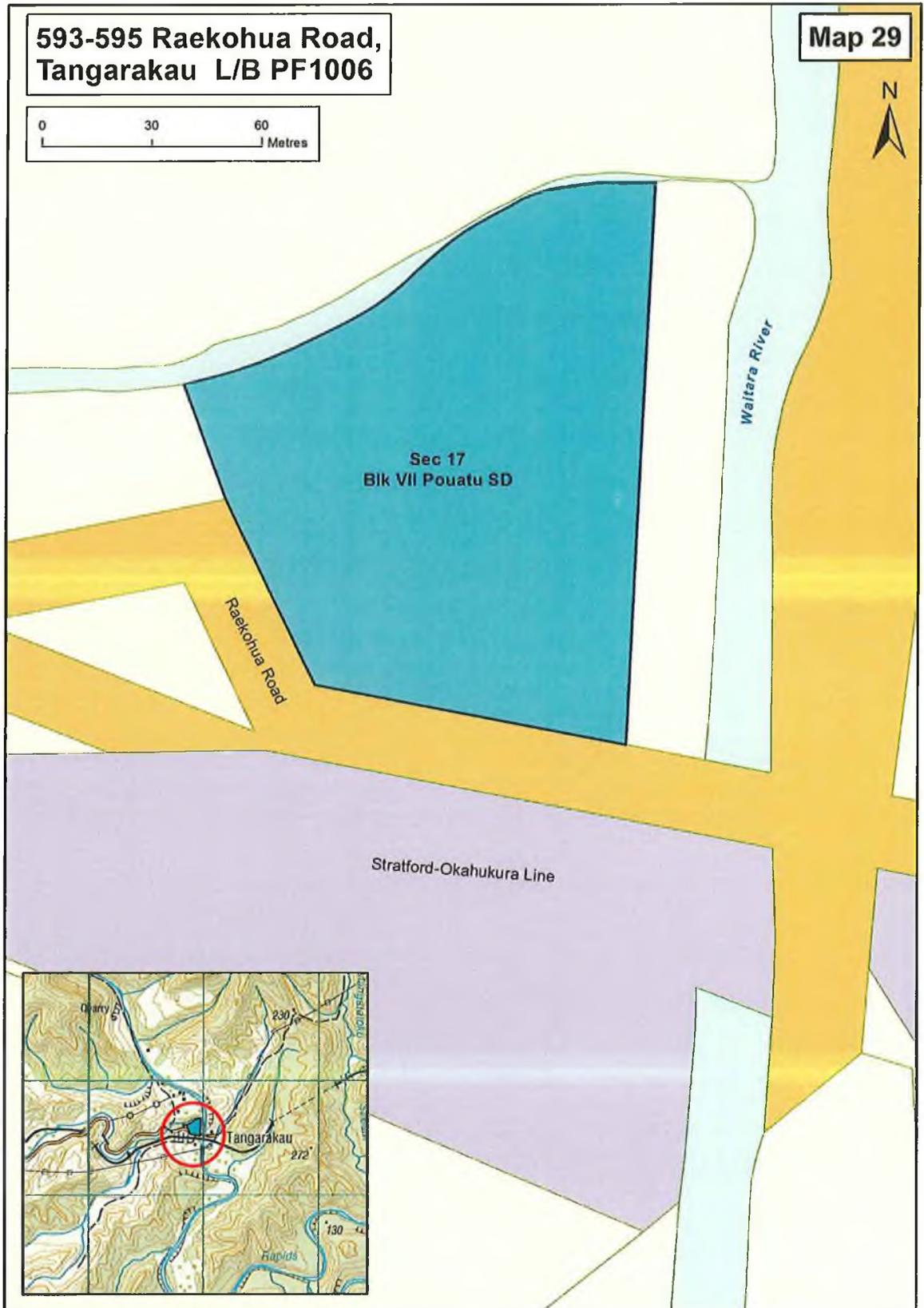
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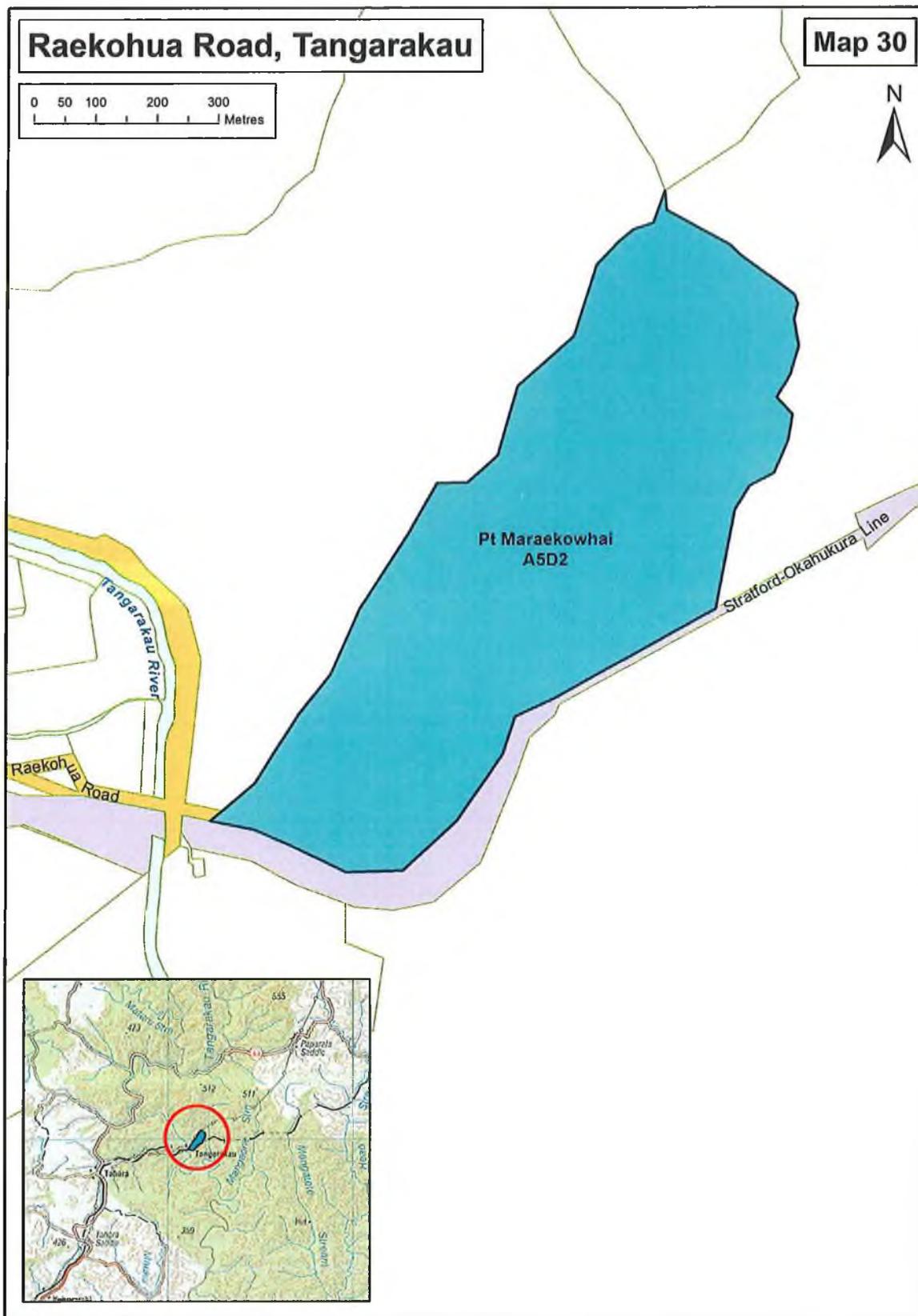
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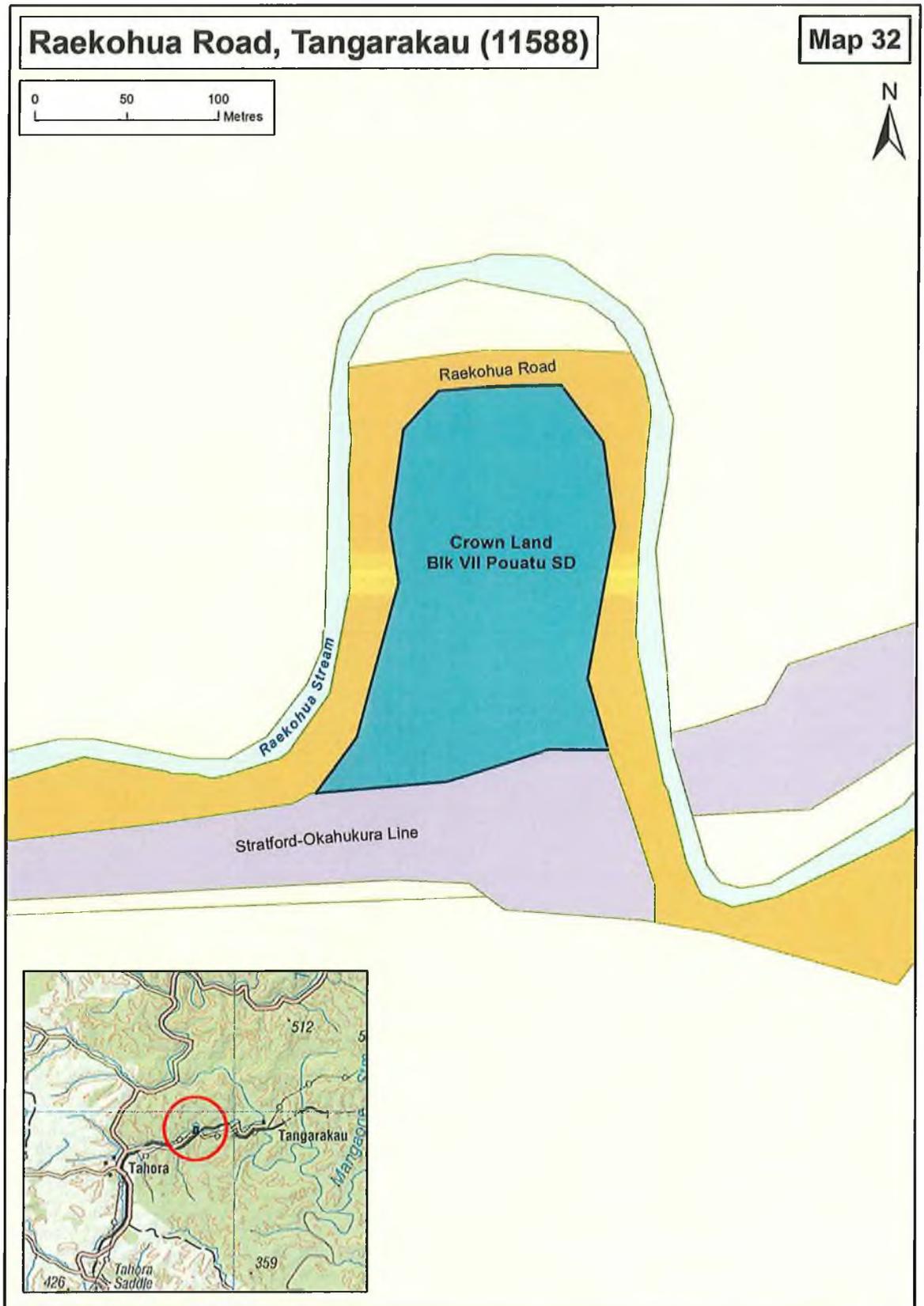


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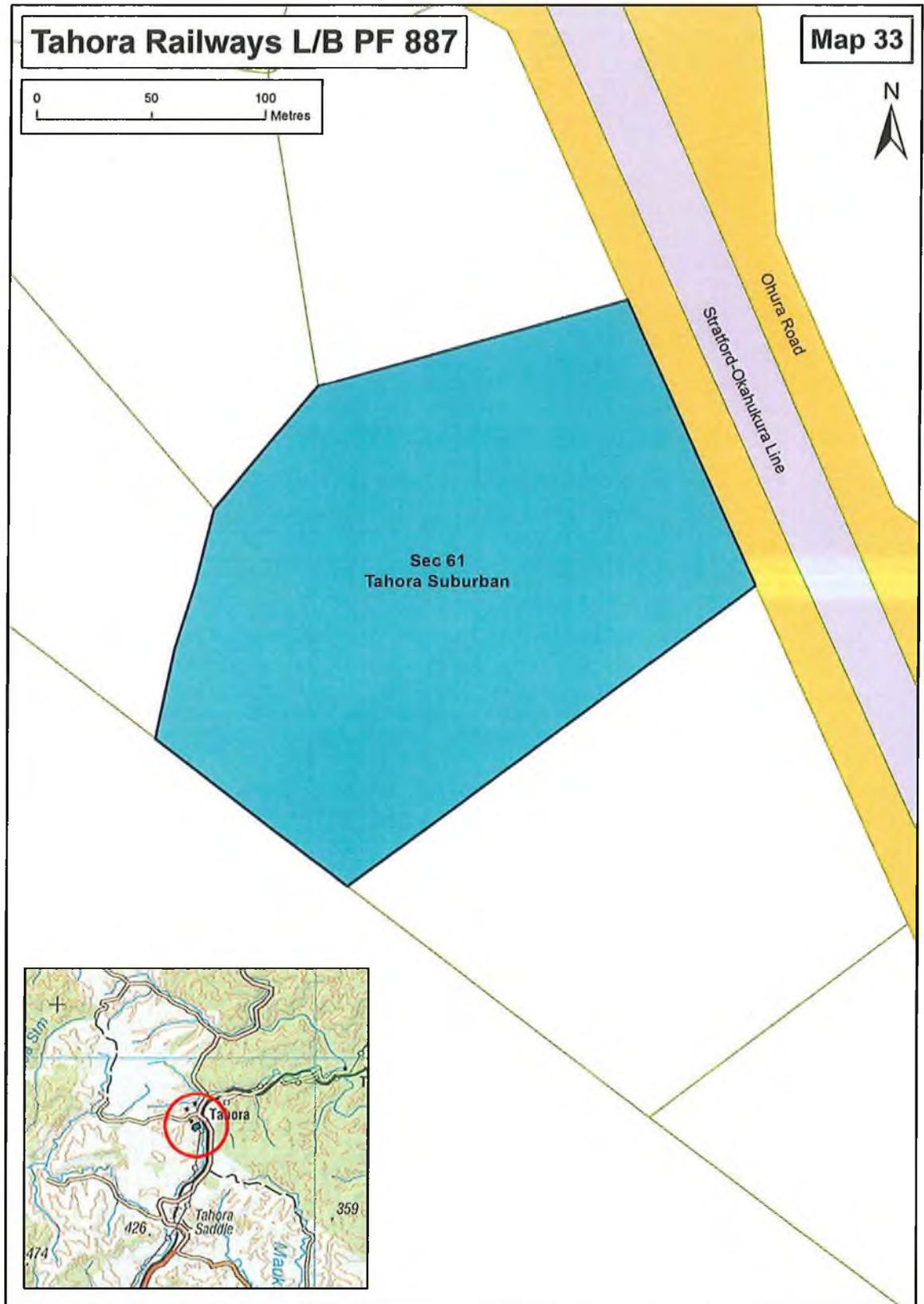




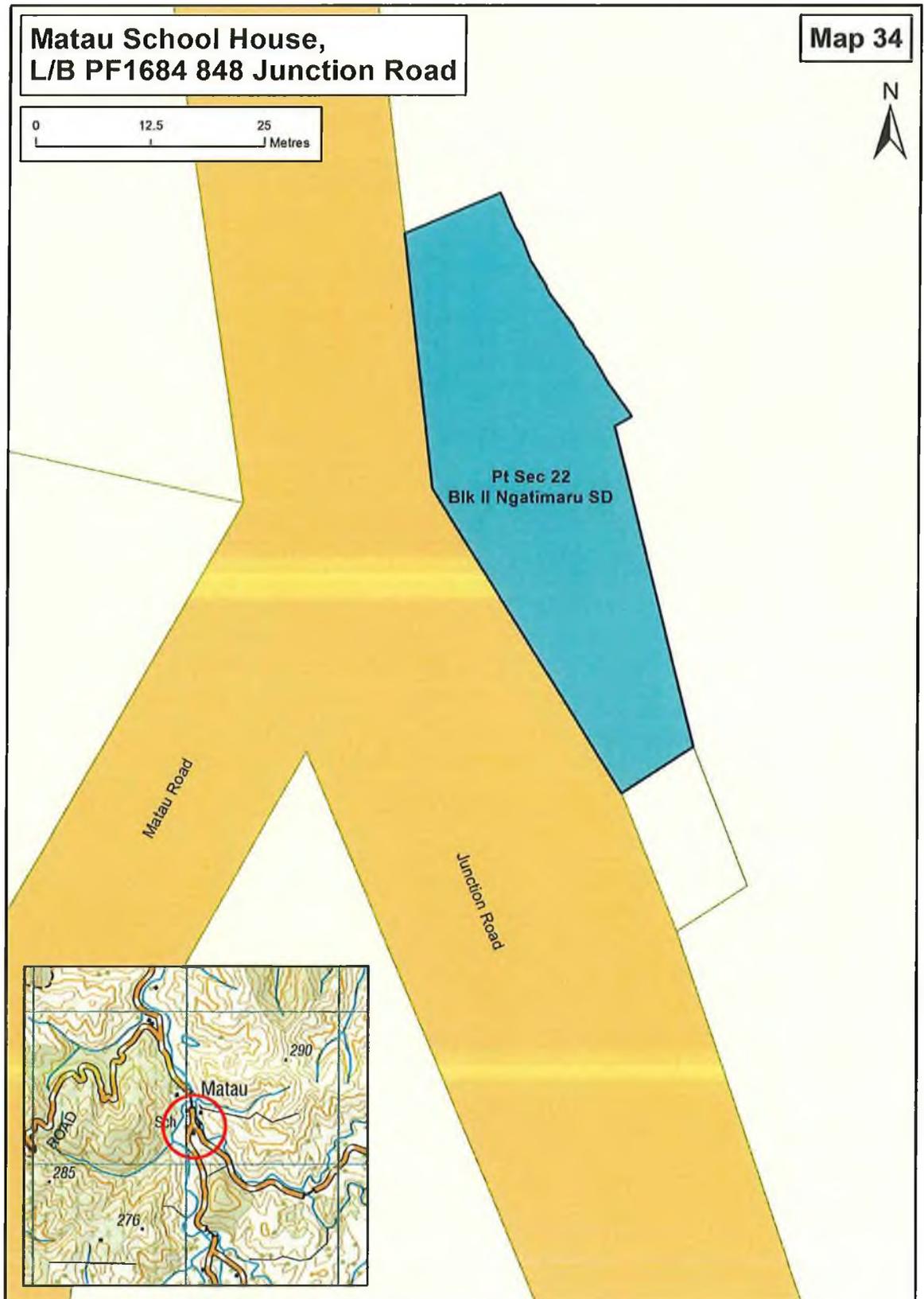
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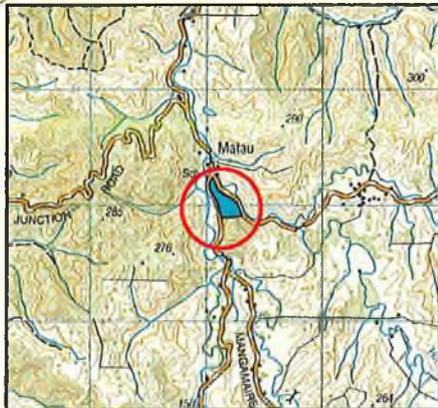
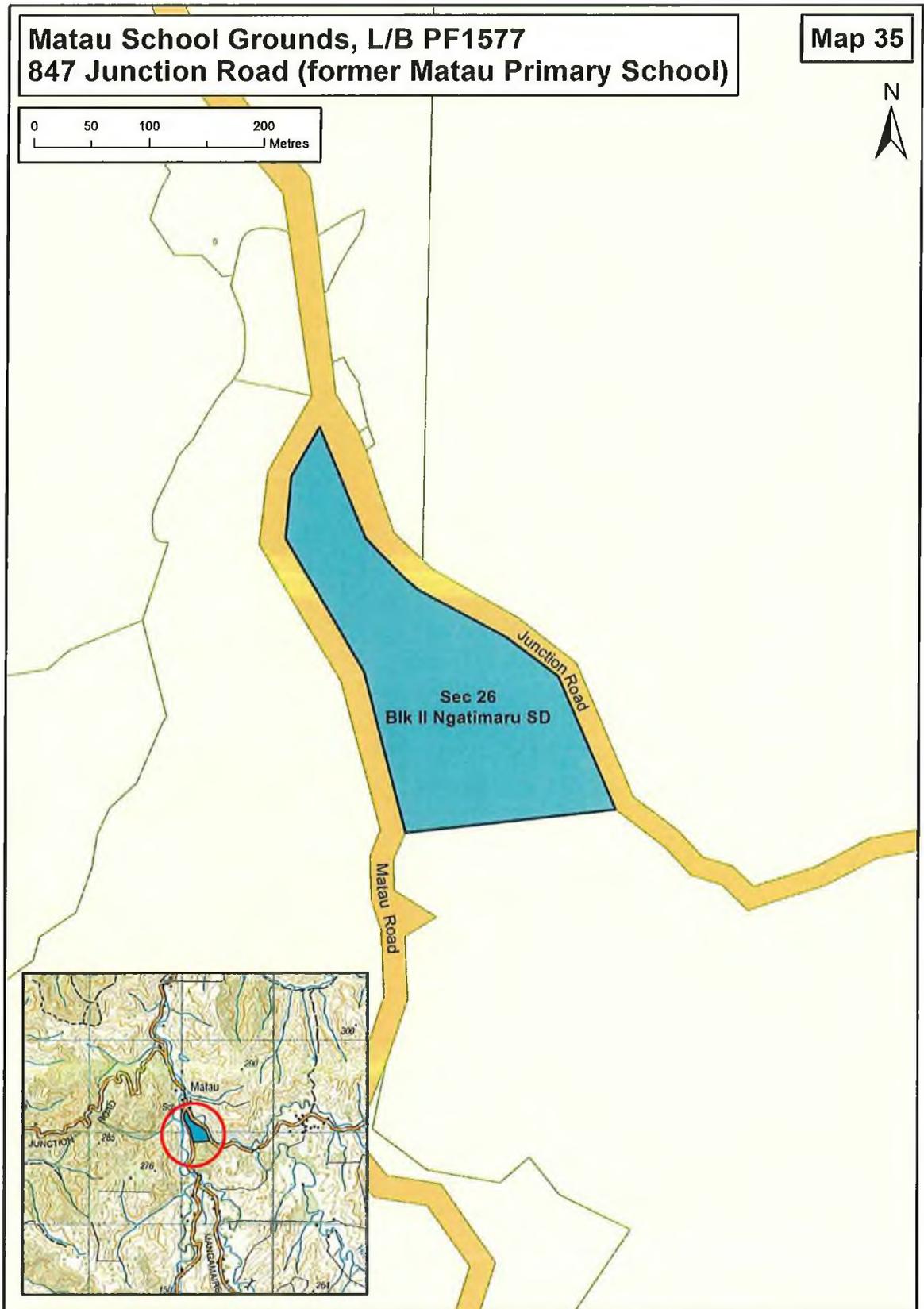
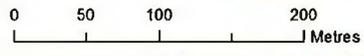
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AGREEMENT IN PRINCIPLE

**Matau School Grounds, L/B PF1577  
847 Junction Road (former Matau Primary School)**

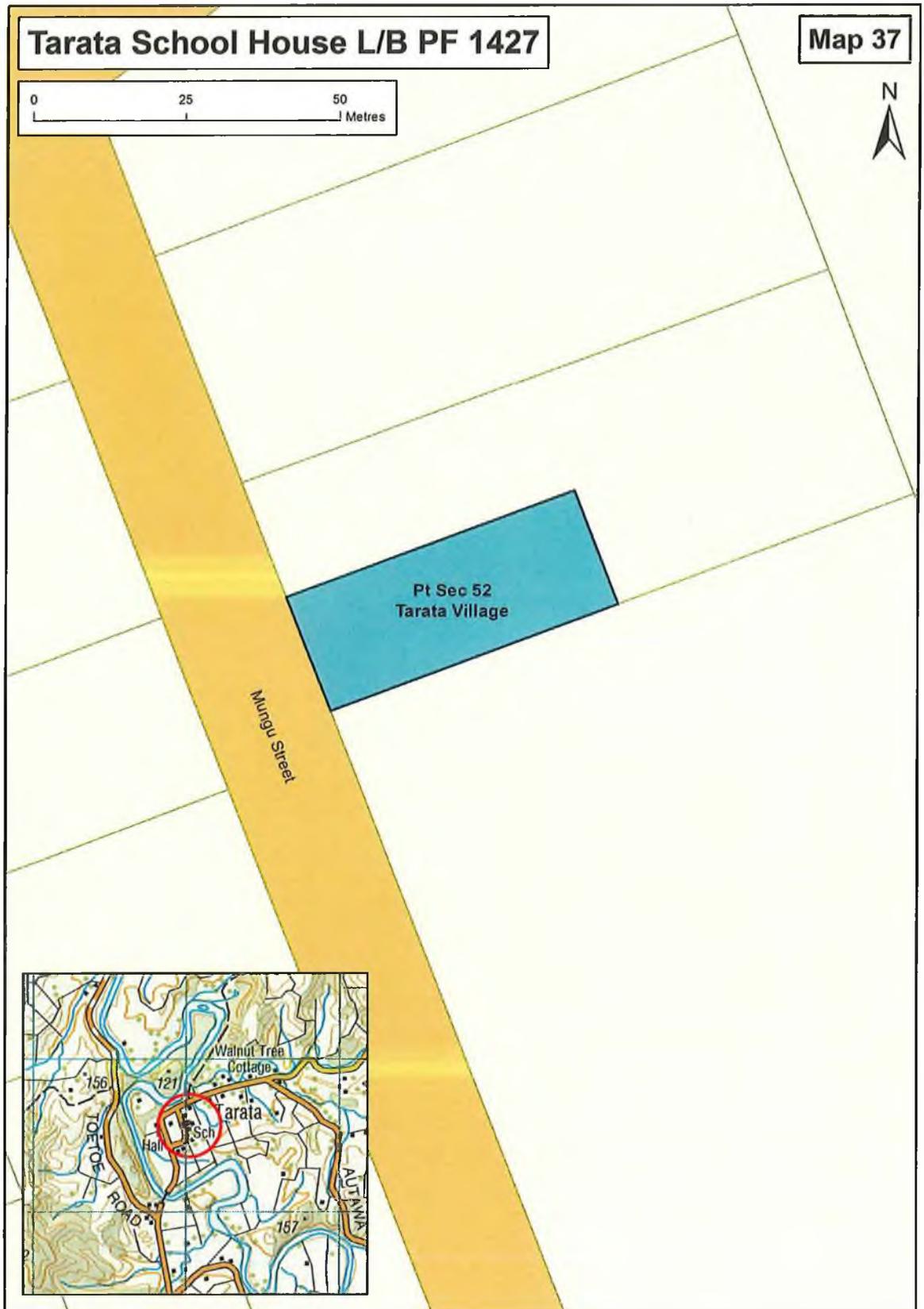
**Map 35**



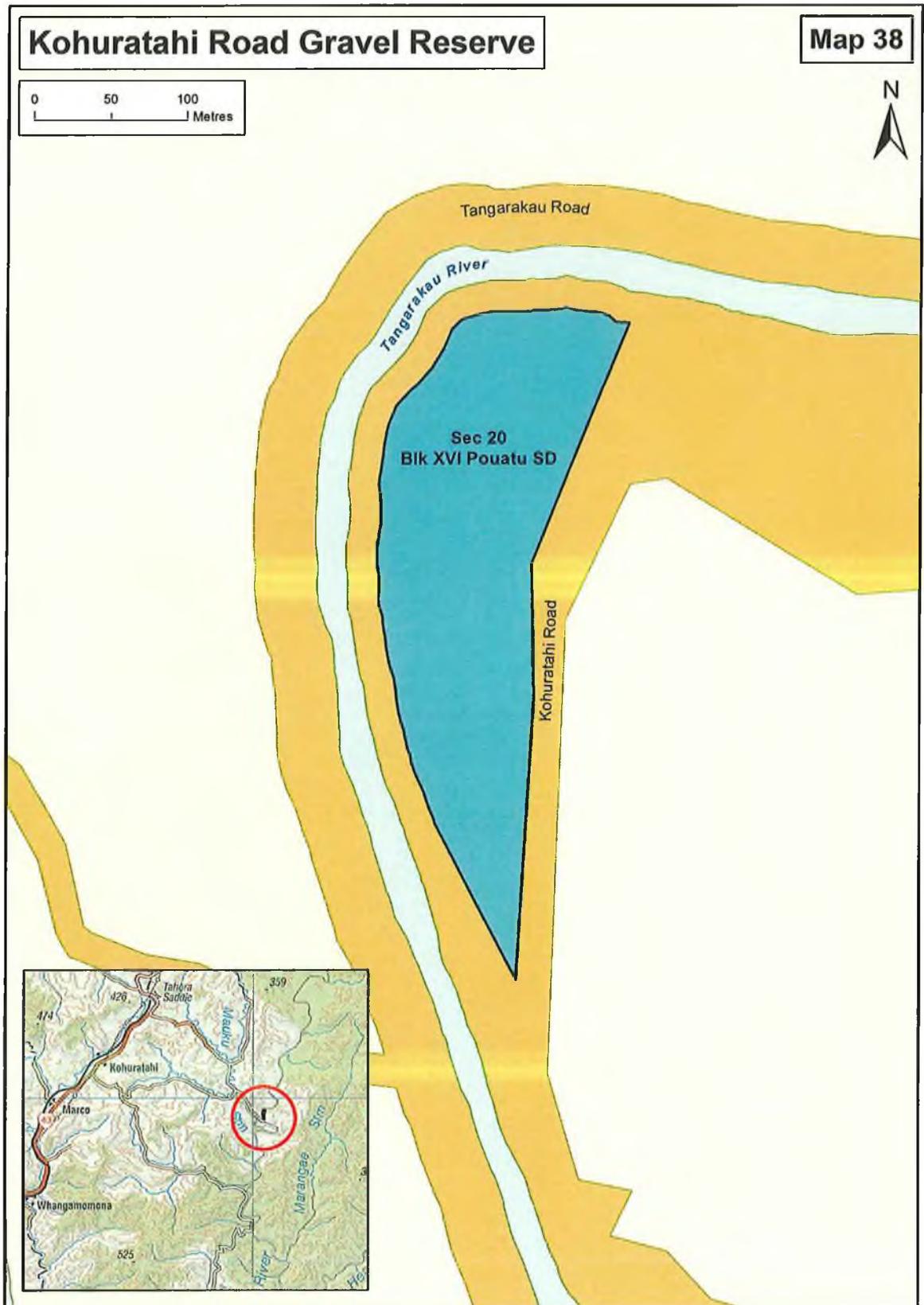
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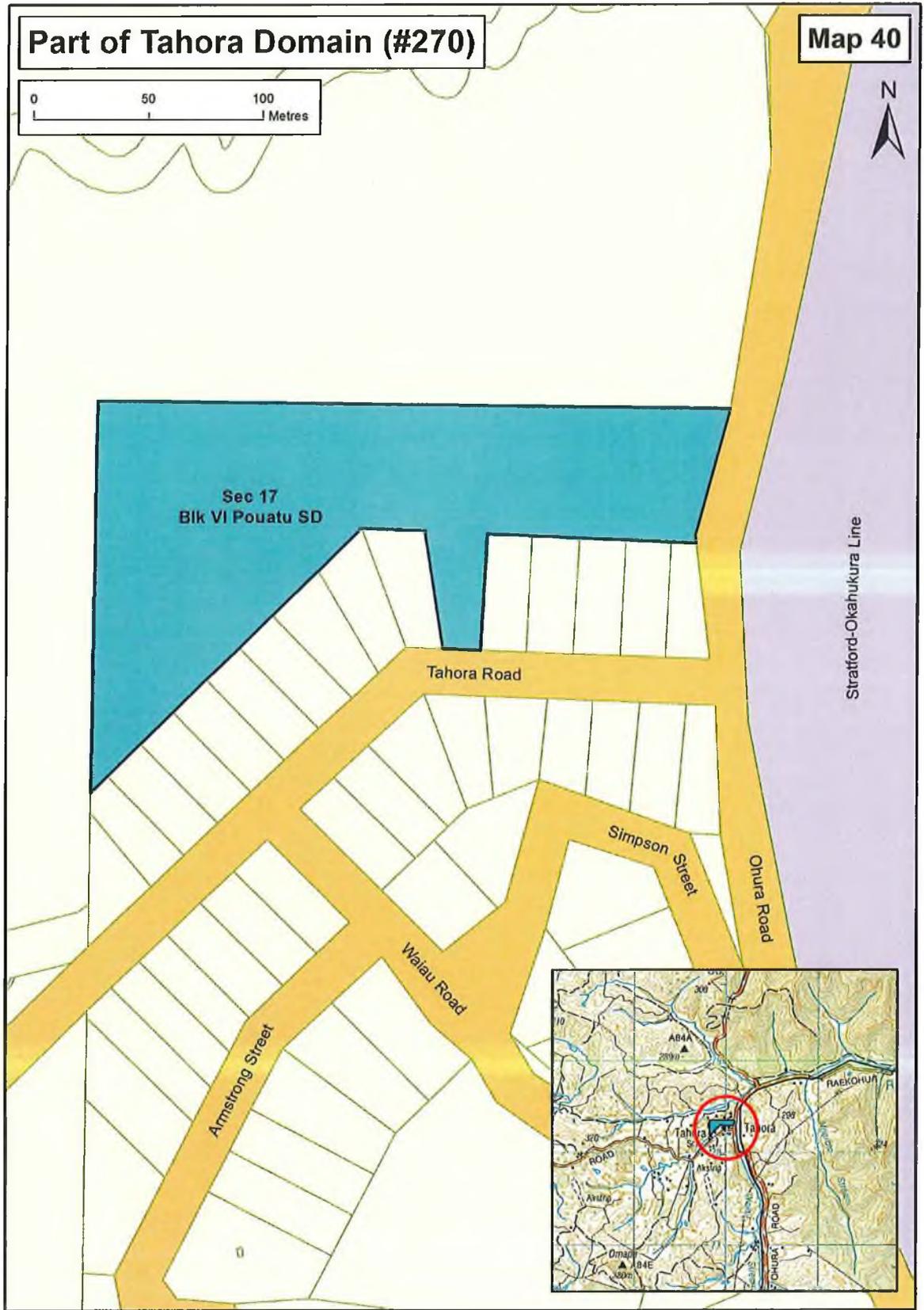


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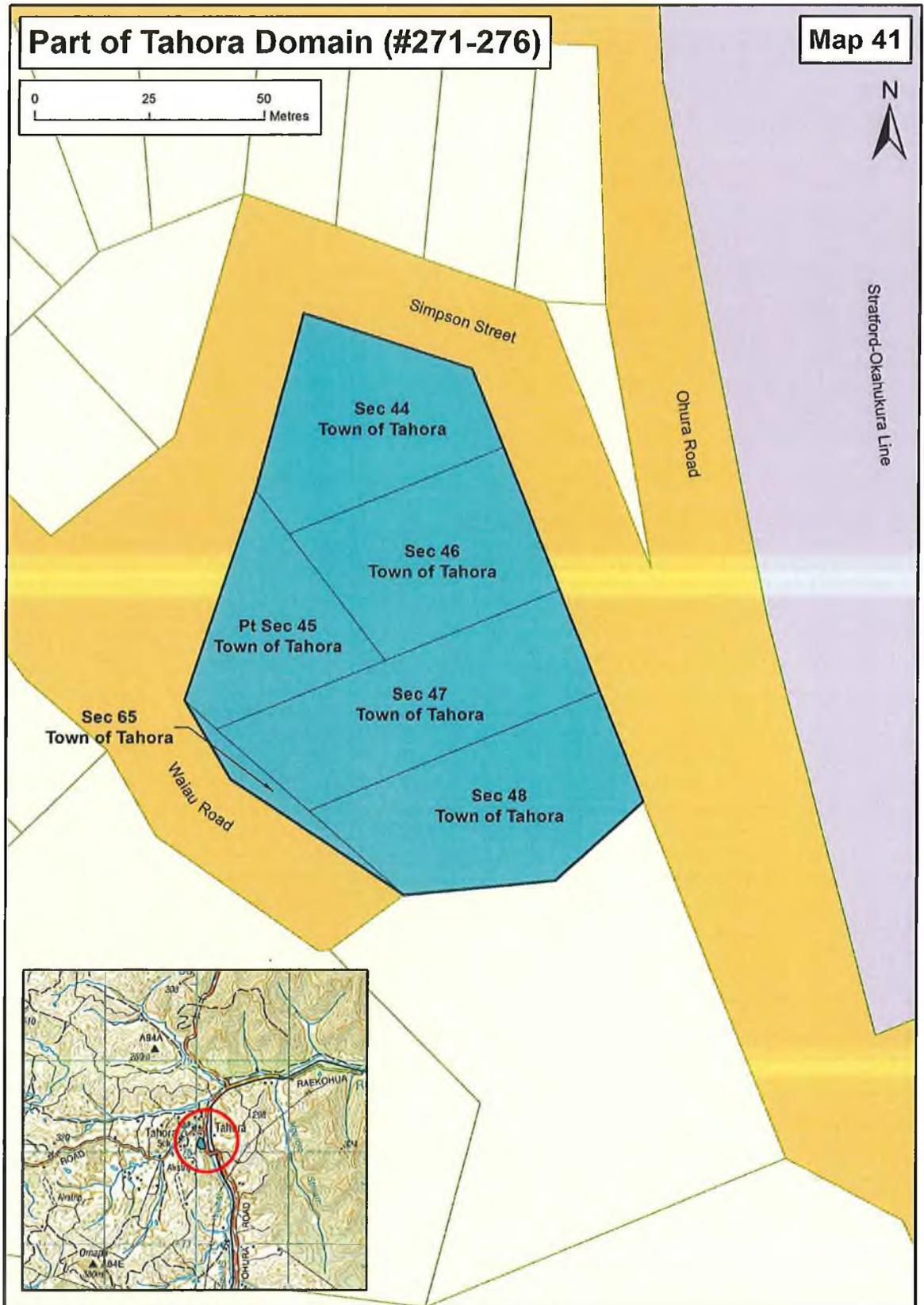




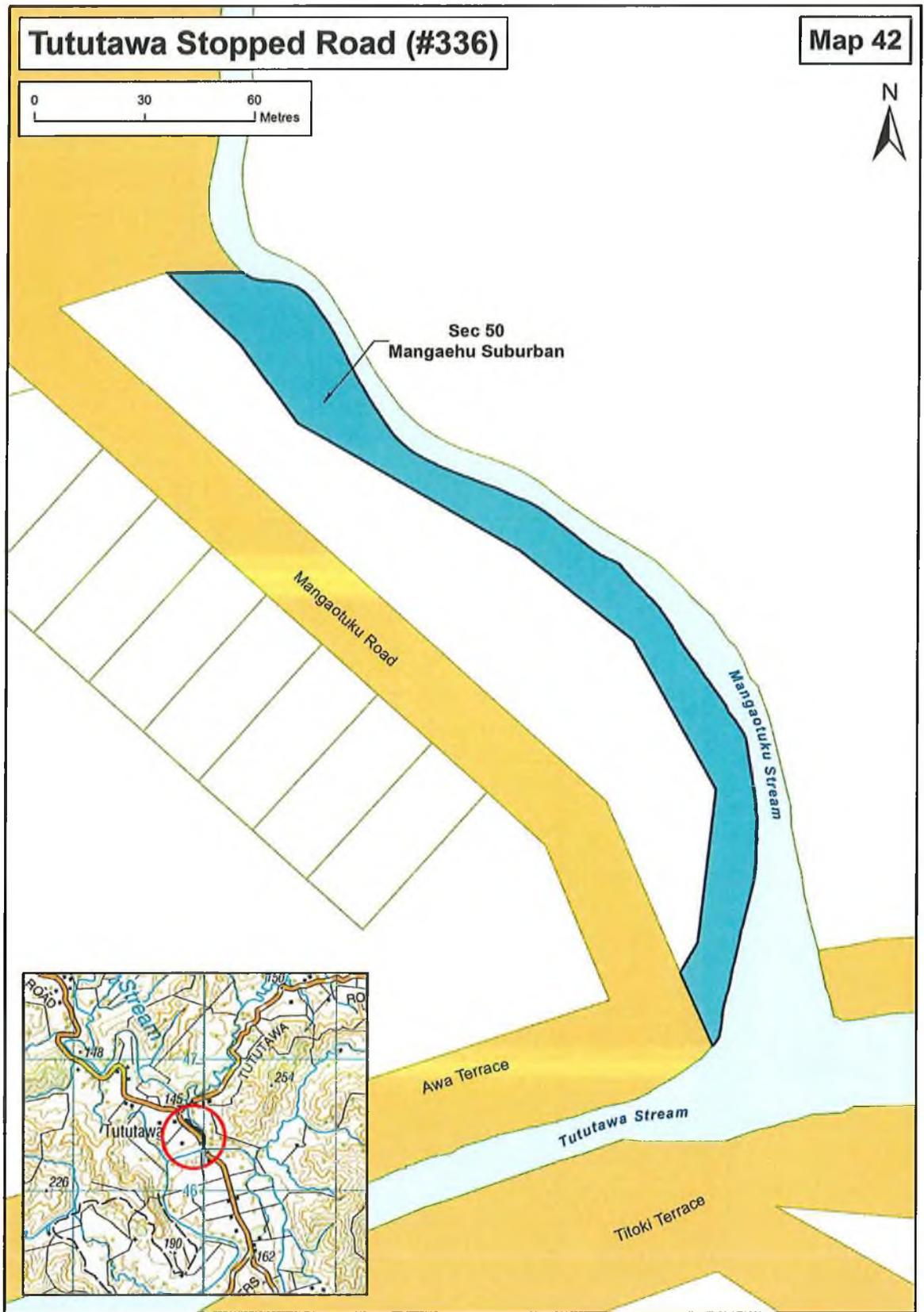
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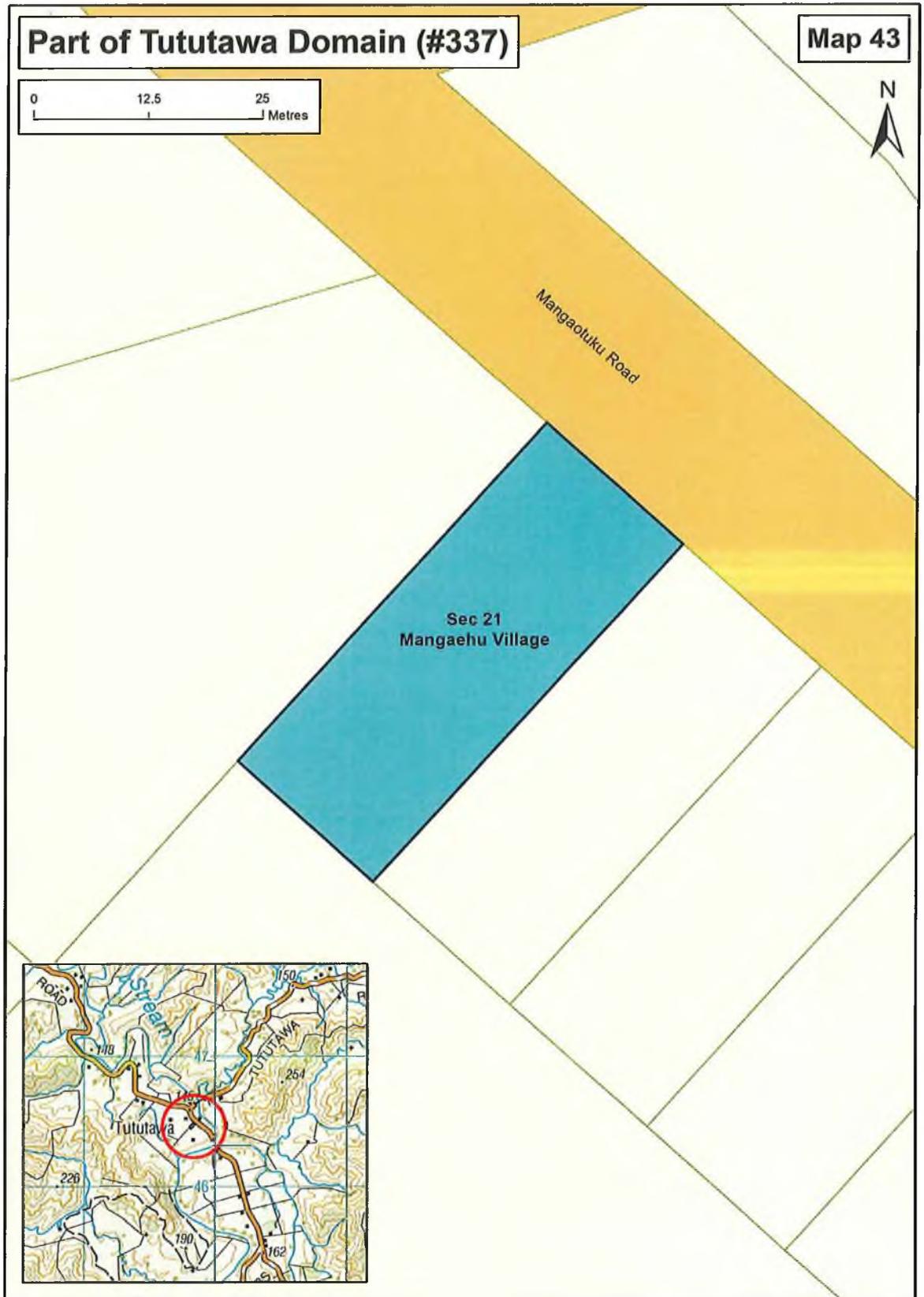
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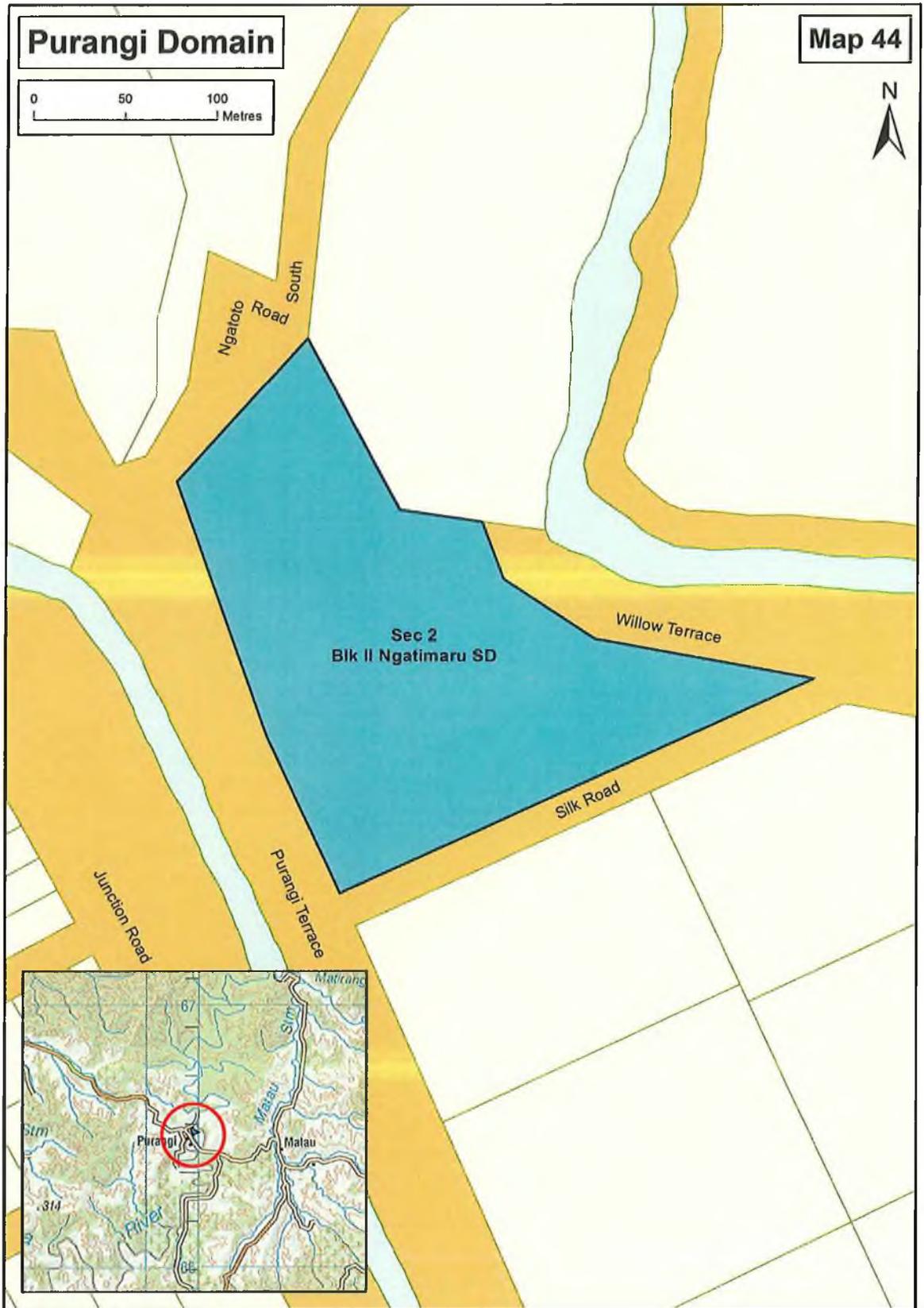
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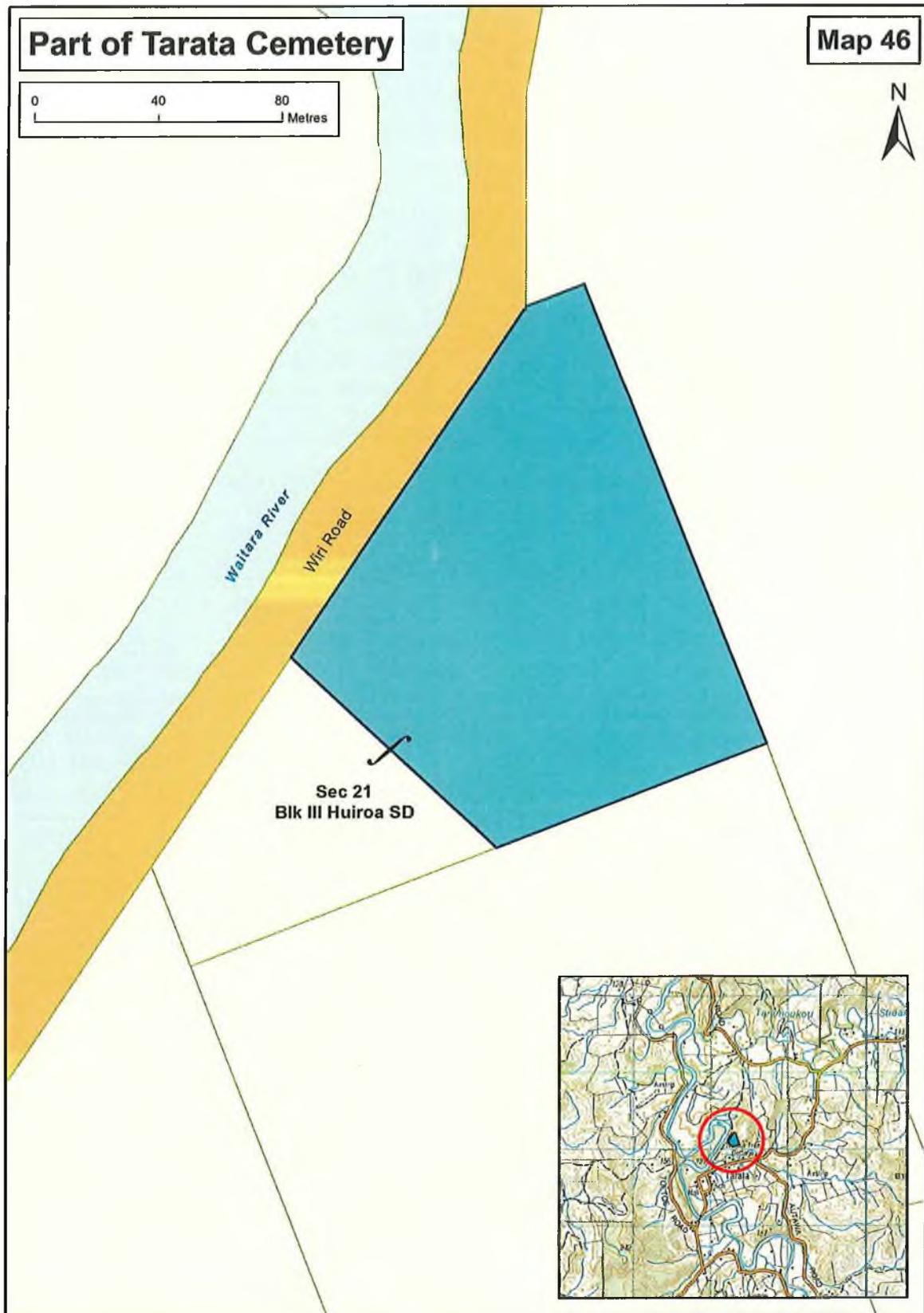
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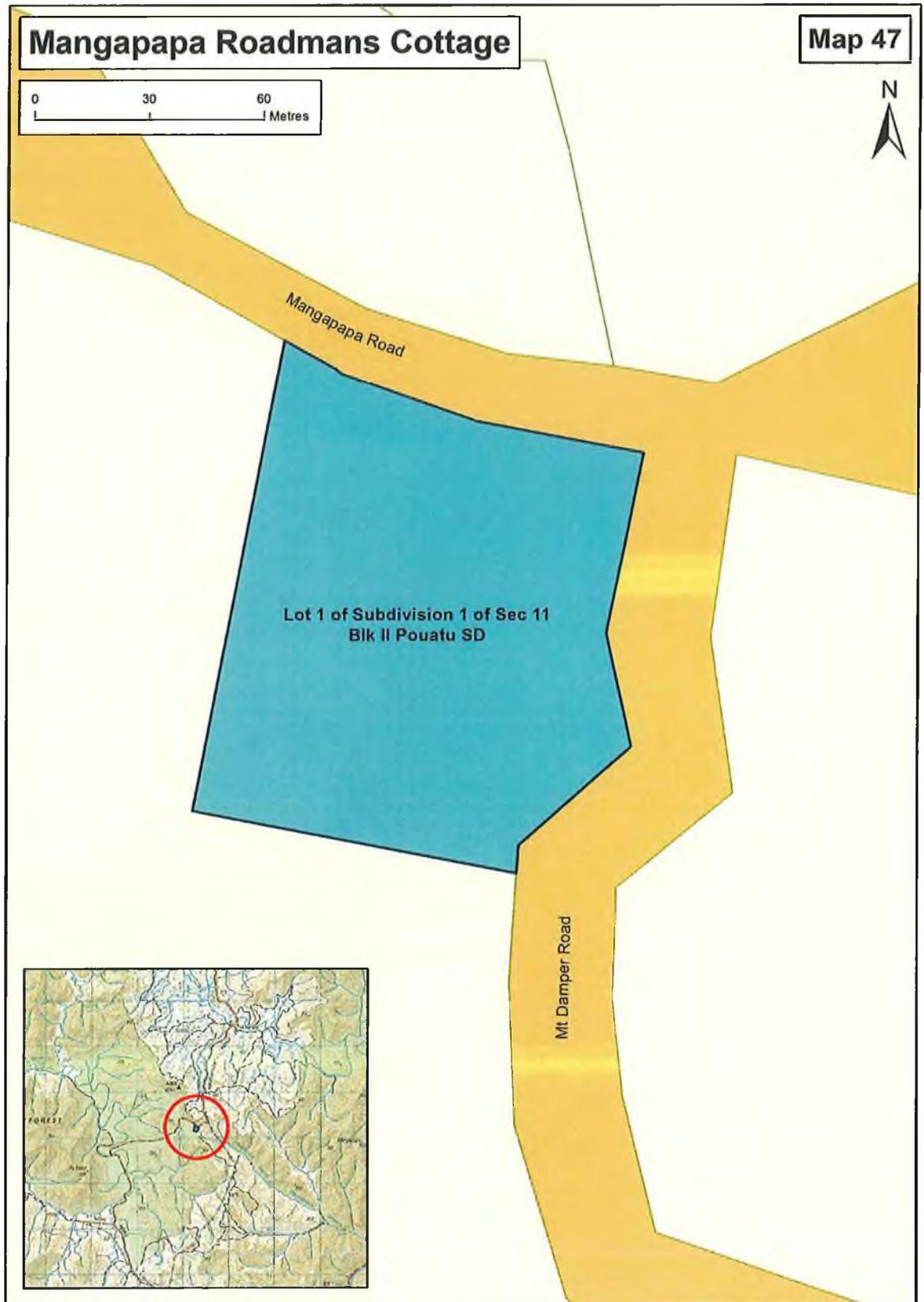
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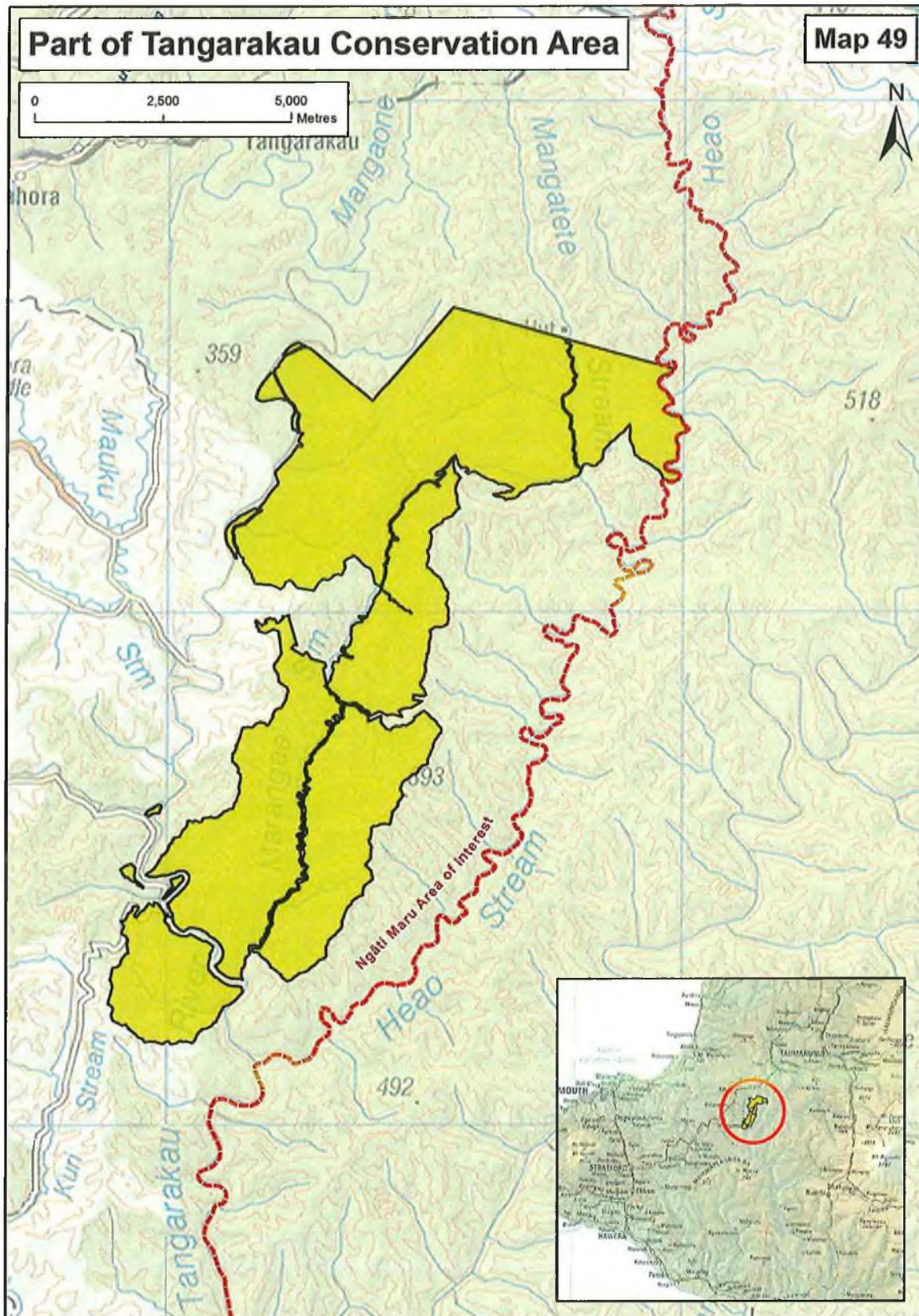


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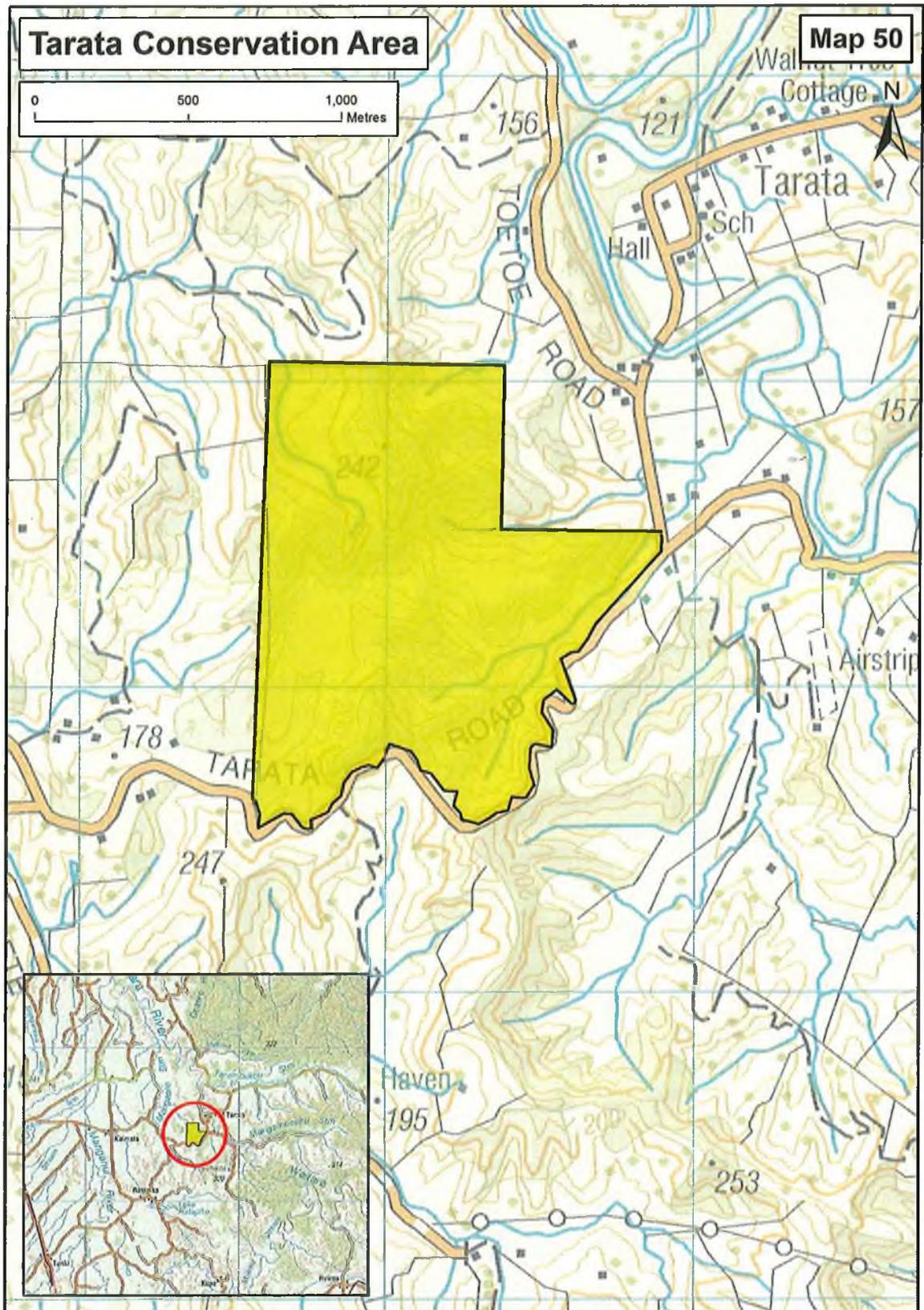




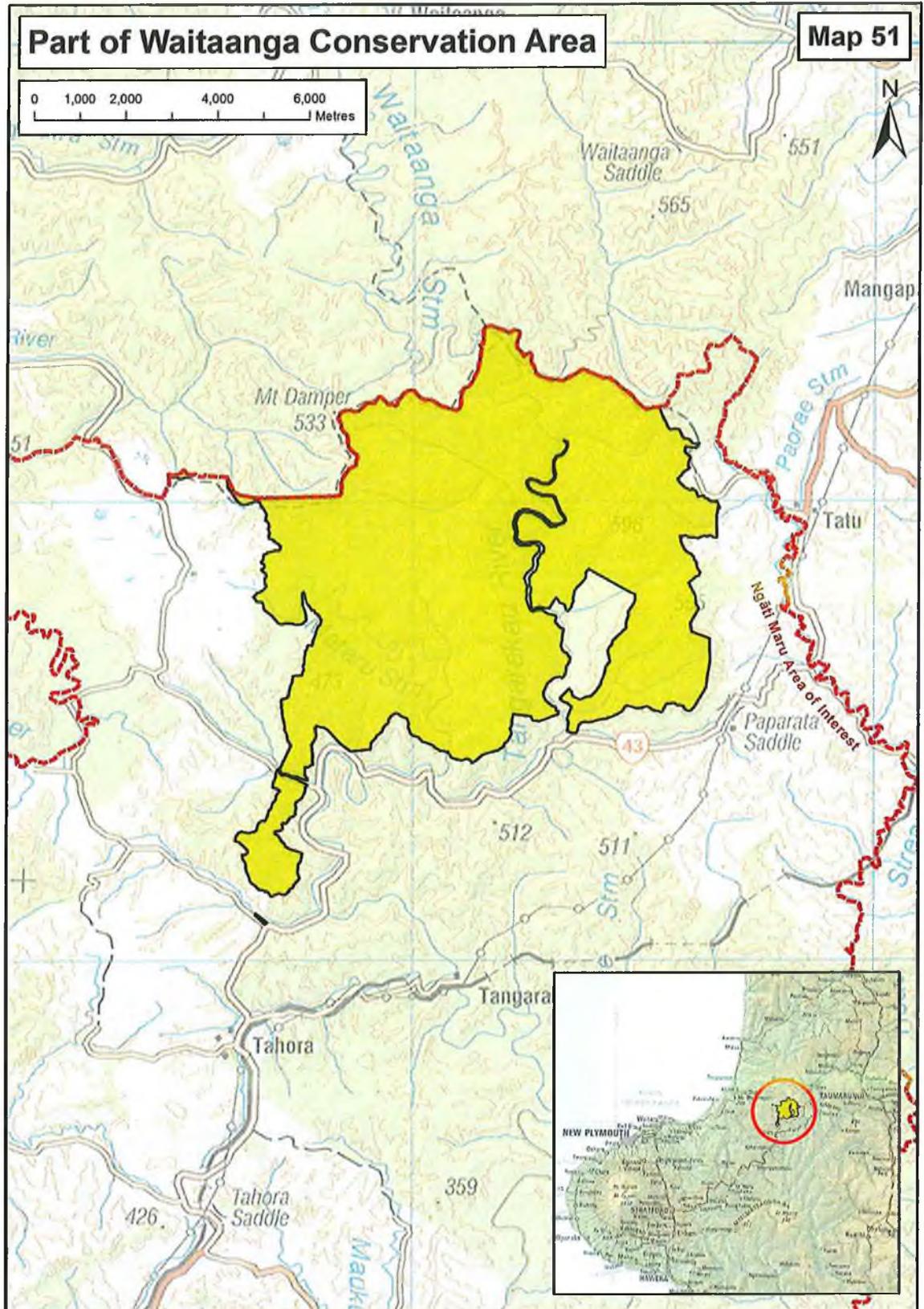
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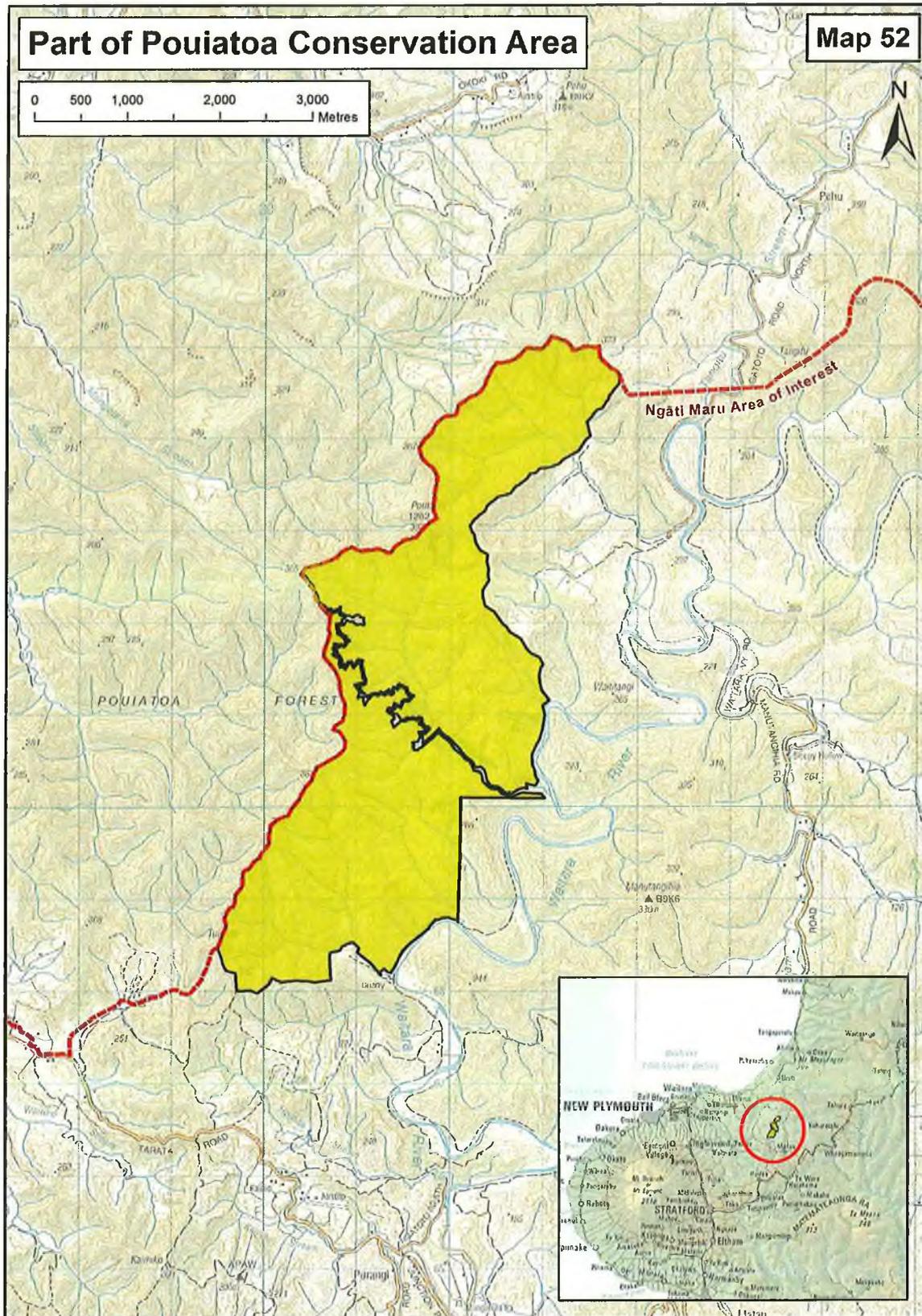
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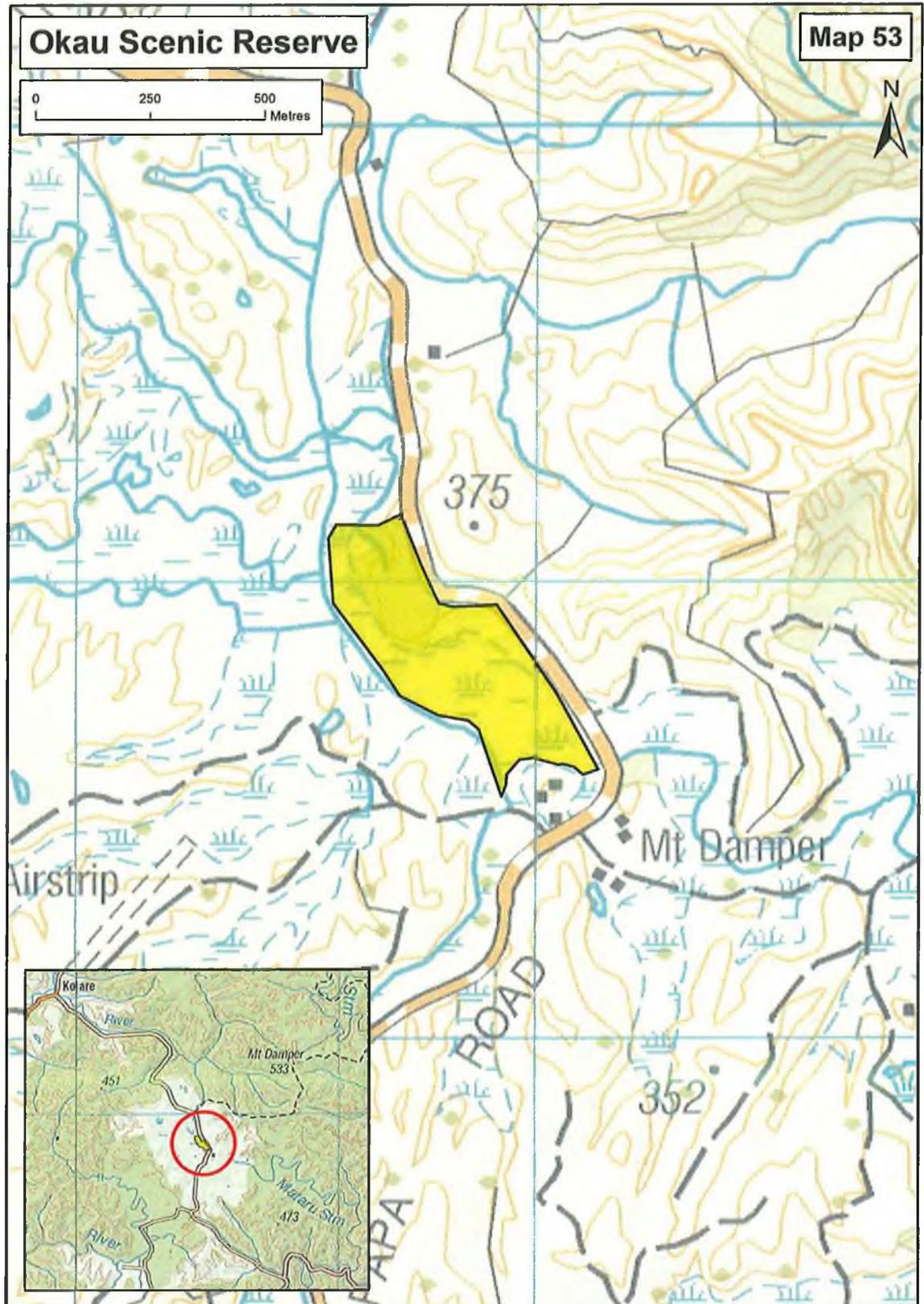
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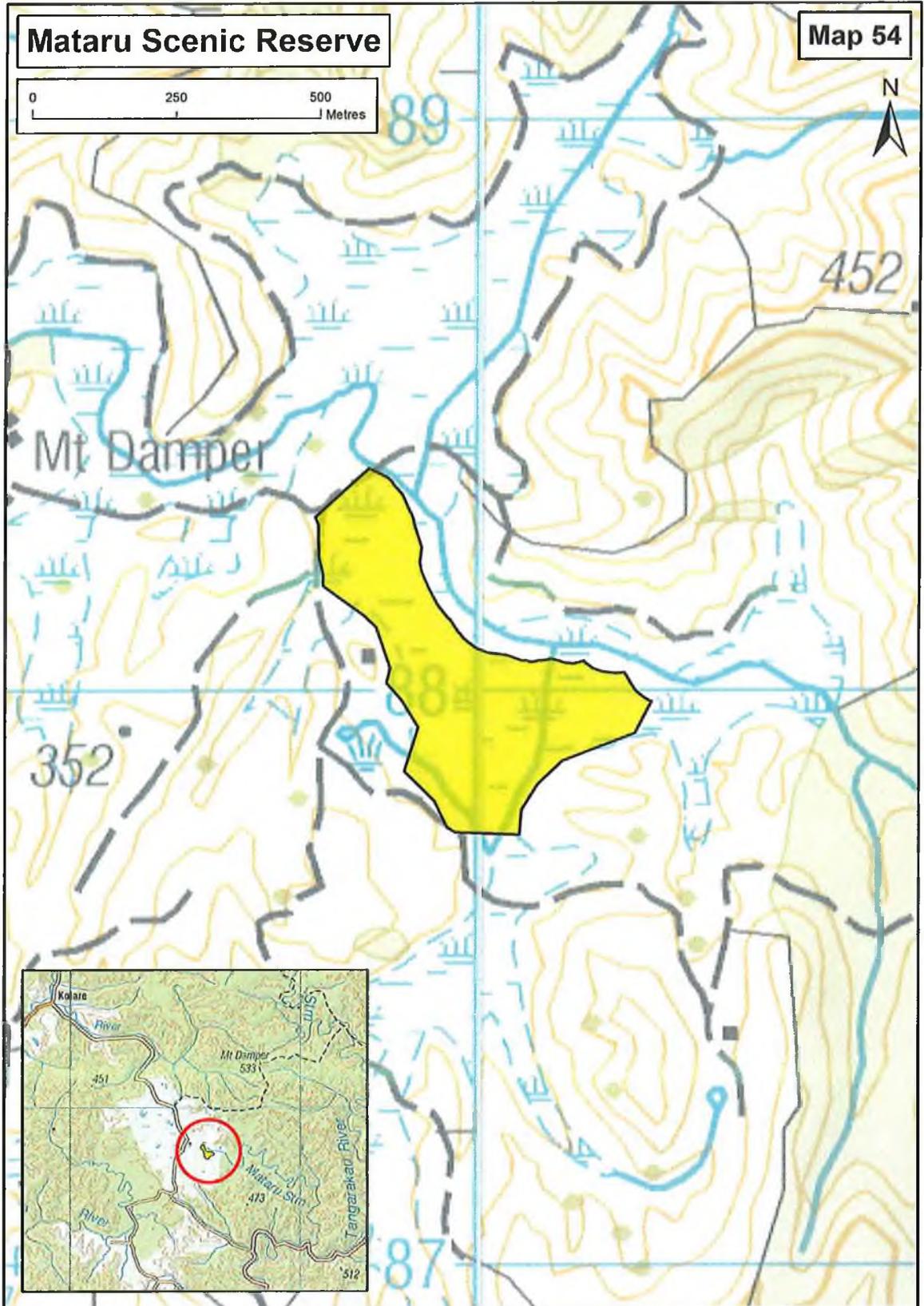
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