

NGĀTI HĀUA

and

THE CROWN

Te Whiringa Muka

**AGREEMENT IN PRINCIPLE
TO SETTLE
HISTORICAL CLAIMS**

Wehea te muka, he taura whati. Whiria kia mau, kia ū, he taura mau waka.

Separated flax strands create weak links. Bound tightly together would meet any challenge.

22 October 2022

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1 TE TŪĀPAPA / BACKGROUND

Ā mua, i muri ōu kōrero.

Ko Te Hoata te pou tuarongo

Ko Te Awa Tupua te tāhuhu ki te pou mua

Ko Ruatupua rāua ko Paerangi ngā maihi

Nei rā te whare o Hāua.

Te Hoata is the anchor connecting us to our past.

Whanganui Awa is the umbilical cord interweaving our past to our present to our future

Ruatupua and Paerangi are the two main rootstock

This is the ancestral house of Hāua.

- 1.1 The principal tribe of Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiiki Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Maui.

Ko Tahuārangi te waka,

Ko Rangitukutuku te aho,

Ko Piki-mai-rawea te matau,

Ko Hāhā-te-whenua te ika rō wai.

Tahuārangi is the waka,

Rangitukutuku is the fishing line,

Piki-mai-rawea is the hook,

Hāhā-te whenua is the fish (land mass) that rose from below the ocean surface.

- 1.2 Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of 'take tupuna' – 'ancestral right' as stemming from Ruatupua and Paerangi.
- 1.3 Gudgeon, the Native Land Court judge who presided at hearings which dealt with the Ohura and Tūhura interests of Ngāti Hāua, states that Ngāti Hāua were formerly known as Ngāti Ruatupua of the Taumarunui and Ohura districts. Gudgeon adds that the descendants of Ruatupua intermarried with those who arrived in the waka migrations:

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The ancestors of these people are well known by their descendants to have been in occupation of the Whanganui River and the adjacent country when Turi arrived in the Aotea canoe, and even when Paoa came in the Horouta canoe.

- 1.4 The original name of the Whanganui River is "Te Wainui-ā-Rua(tupua).
- 1.5 The second rootstock is Paerangi also referred to as 'Paerangi-i-Te Moungaroa' or 'Paerangi from the Milky Way'. Born from cosmogonical origins, Paerangi established his people in the southeast quadrant of Mount Ruapehu, who eventually intermarried with the Ruatupua lineage within the Whanganui River valley.
- 1.6 Ngāti Hāua also trace their main whakapapa lines to the four waka of Aotea, Tainui, Te Arawa and Tokomaru, later arrivals who intermarried with Ngāti Hāua. As the descendants of pre-waka and waka ancestors, Ngāti Hāua were originally known as the people of Te Puru ki Tūhua.

Mai Te Puru-ki-Tūhua ki Te Matapihi.

From the Plug of Tūhua to Te Matapihi.

- 1.7 This traditional pepehā defines the northern and most southern boundaries of the wider Whanganui Iwi but highlights that Ngāti Hāua have always held the mantle of protector of the northern boundary from invasion from external tribes.
- 1.8 It was around 1550 that Te Hoata (II) married a descendant of the Tainui high priest Hiaroa, called Hinewhata, and they settled at Taumarunui. There they produced two children, Korakohinau and Hinemata. Another marriage with Rakei produced Te Ruaroa.¹
- 1.9 Pei Te Hurinui provides the following narrative that accounts for the arrival of Te Hoata I into the Tūhua District:
- 1.10 The tribal name of Hāuaroa, originated with the Te Arawa ancestor of that name. The Te Arawa colony to which Hāuaroa belonged had migrated from the lake region of Rotorua and settled at Maraeroa around the foothills of Pureora mountain and it was from that locality they moved by stages down the Waimiha River and the Ongarue River valleys to finally settle in Taumarunui.
- 1.11 It was on the banks of the Ongarue River, and on the left bank about half a mile above the main highway bridge, at the northern end of Taumarunui, that Te Hoata II, leader of the Te Arawa people, built his pa. Whilst in the Maraeroa district Te Hoata II had married a descendant of the Tainui High Priest of the Bird Cult named Hiaroa. The Hurakia Range immediately to the south of Pureora mountain was famed throughout the land as the final gathering place, in season, of the forest birds from the surrounding forest ranges and

¹ Mr Amohia notes that in his marae souvenir booklet Jones identified the union of Te Hoata (II) and Hinewhata, but that they had three issue Korakohinau, Hinemata and Te Ruaroa. Mr Amohia states, however, that Te Hoata (II) had another union with Rakei, of 'RuaTupua', and they had one issue, Ruaroa.

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from far away as the forest ranges of the coastal lands on the eastern and western seabords.²

- 1.12 The identification of Tamaaio and his whakapapa lineage provides an Aotea/Tainui link, that marries into the lines of Te Arawa through the daughter of Te Hoata II, Hinemata. This then provides a connection to the lands of Tūhūa and the evolution of Ngāti Hāua based on the 'take tupuna' of Hoata II.
- 1.13 According to Hakiāha Tawhiao, Te Hoata II was the principal tupuna of Ngāti Hāua in Ohura South and Rangitoto Tūhūa. His whakapapa showed descent from Te Hoata to the leaders of Ngāti Hāua. They included Ruaroa, Toakohuru, Tamahina, Tapaka, Terekau, Tuhaia, Whakaneke, Te Oro and Topine Te Mamaku.³
- 1.14 It was because of Te Hoata II's marriage to the Tainui chieftainess, Hinewhata, that Te Hoata II was later able to negotiate permanent peace-making with his redoubtable Tainui protagonist, the warlord Tamaaio from Kawhia. The peace-making put an end to the siege of Te Hoata's pa and it was cemented in a "Tatau Pounamu" ceremony when Te Hoata gave his daughter, Hinemata, in marriage to Tamaaio.⁴
- 1.15 Te Hoata owned all the land known now as Ohura South, which is the land lying south of the Taringamotu River. He also owned the piece of country north of the Taringamotu, but he gave that away to Rangianewa, a grandchild of his. She being the child of Hinemata who married Tamaaio whilst Te Hoata was in occupation of this country.⁵
- 1.16 The boundary of Te Hoata before the time of Tamaaio began at Te Ruaroa; up the Whakapapa stream Te Waipatukahu; Te Umutoi; Pukuwera; Te Rua o Hinemata; thence up Mangakahu; Te Kawakawa; thence to Mangatupatu and Ohura; Koromiko on Ohura; Tarauuiui(sp); Takapau. This land to Koromiko was given to Rangianewa. Ongarue was the boundary of the gift on one side and Taringamotu and Pukuwera stood on the other.⁶

Mandate and terms of negotiation

- 1.17 Ngāti Hāua gave the Ngāti Hāua Iwi Trust a mandate to negotiate with the Crown a deed of settlement settling the historical claims of Ngāti Hāua by a series of five mandating hui in May 2017.
- 1.18 The Crown recognised this mandate on 27 June 2017.
- 1.19 The mandated body and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 14 July 2017.

² Te Hurinui, Pei Te Taurawhiri o Hinengakau Commemoration Booklet'.

³ Otorohanga NLC Minute Book 15 folio 25-29 (20 August 1892). ⁴⁶ Wai 903 #A108, p.16.

⁴ Te Hurinui, Pei. 'Commemoration Booklet'

⁵ Otorohanga Minute Book 37, p.85

⁶ Otorohanga Minute Book 29, p.123

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Nature and scope of deed of settlement agreed

- 1.20 The mandated body and the Crown have agreed, in principle, the nature and scope of the deed of settlement.
- 1.21 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

- 1.22 The mandated body has –
 - 1.22.1 approved this agreement in principle; and
 - 1.22.2 authorised the Chair, Graham Bell, and the Deputy Chair, Lois Tutemahurangi of the Ngāti Hāua Iwi Trust to sign it on their behalf.

2 TE WHIRINGA MUKA / AGREEMENT IN PRINCIPLE

Wehea te muka, he taura whatī. Whiria kia mau, kia ū, he taura mau waka.

2.1 Ngāti Hāua and the Crown agree –

- 2.1.1 that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle; and
- 2.1.2 to work together in good faith to develop, as soon as reasonably practicable, a deed of settlement based on this agreement in principle. In particular, parties will work together to resolve any matters in relation to clause 3.5 of this agreement in principle, and agree or determine (where applicable) those matters under clauses 3.10 and 14.2; and
- 2.1.3 the deed of settlement is to be signed by or on behalf of Ngāti Hāua, the governance entity, and the Crown.

3 TE HORANGAPAI / SETTLEMENT

Kia toitū te mana whakaū o Ngāti Hāua

Settlement of historical claims

- 3.1 The deed of settlement is to provide that, on and from the settlement date, -
- 3.1.1 the historical claims of Ngāti Hāua are settled; and
 - 3.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 3.1.3 the settlement is final.
- 3.2 The definitions of the historical claims, and of Ngāti Hāua, are to be based on the definitions of those terms in schedule 1.

Terms of settlement

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

Redress

- 3.4 The deed of settlement is to provide for redress in accordance with this agreement in principle.
- 3.5 However, the deed of settlement will include –
- 3.5.1 redress contemplated by this agreement in principle only if any overlapping interests issues in relation to that redress have been addressed to the satisfaction of the Crown; and
 - 3.5.2 a property that this agreement in principle specifies as a potential cultural redress property, or a potential deferred selection property, subject to final written confirmation from the Crown that each of those properties is available. If any such potential property is not available, the Crown is under no obligation to substitute that property with another property.
- 3.6 If the Crown is unable to confirm any redress contemplated by this agreement in principle due to overlapping interests, the parties may discuss alternative redress so that the nature of the redress contemplated by this agreement in principle is maintained so far as that is possible, in the deed of settlement.
- 3.7 If any new redress is offered by the Crown in accordance with clause 3.6, Ngāti Hāua acknowledge that clause 3.5 apply to that redress.

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Crown commitment to explore redress

- 3.8 The exploratory discussions between the Crown and Ngāti Hāua as set out in clauses 7.1, 9.15, 9.16, 10.8, 10.21 and 10.23 may not result in any agreed redress. The Crown is under no obligation to provide redress as an outcome of the exploratory discussions between the Crown and Ngāti Hāua.
- 3.9 If any new redress is offered by the Crown in accordance with clauses 7.1, 9.15, 9.16, 10.8, 10.21 and 10.23 Ngāti Hāua acknowledge that clause 3.5 applies to that redress.

Transfer or vesting of settlement properties

- 3.10 The settlement documentation is to provide that the vesting or transfer of:
- 3.10.1 a redress property or a purchased deferred selection property will be subject to –
- (a) any further identification and/or survey required; and
 - (b) Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise); and
 - (c) sections 10 and 11 of the Crown Minerals Act 1991; and
 - (d) any relevant provisions included in the settlement documentation.
- 3.10.2 a redress property, will be subject to any encumbrance or right, in relation to that property that the settlement documentation either –
- (a) describes as existing at the date of the deed of settlement; or
 - (b) requires to be created on or before the settlement date; and
- 3.10.3 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 for the property.

Effect of Te Awa Tupua (Whanganui River Claims Settlement) Act 2017

- 3.11 A redress property or a potential deferred selection property will not include any land vested pursuant to subpart 5 of Part 2 of the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

4 TE POU TIKANGA

- 4.1 Te Pou Tikanga are the values that underpin Ngāti Hāua aspirations for Treaty settlement and the Ngāti Hāua vision for a post-settlement relationship with the Crown.

Ngāti Hāuatanga -	Kia toitū te mana whakauu nā Ngāti Hāua – our nationhood <i>To ensure the survival of the Ngāti Hāua Iwi identity.</i>
Riri Kore -	Nā ngā tūpuna i hauroatia te maru o te tangata <i>To ensure the continuity of Ngāti Hāua tikanga</i>
Rongo Niu -	Tā te rino i tukituki ai, mā te rino anō e hanga <i>The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi</i>
Rangitengaue -	Mā te piharau anō te piharau hei whakatika <i>Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people</i>
Kokako -	Ko te Awa te tuatahi, ko te Awa te tuarua <i>Uphold our inherent right of kaitiakitanga</i>
Tapaka -	He huinga wai, he huinga iwi. <i>Te Ara Whanaunga: Maintain the integrity of our relationship with others.</i>
Tamahina -	Ā mua, i muri, ōu kōrero <i>Make decisions based on ancestral precedent (tikanga) and values (kaupapa)</i>

- 4.2 The Crown acknowledges and respects the importance of Te Pou Tikanga, the Ngāti Hāua values, to Ngāti Hāua.

- 4.3 The Crown acknowledges that Ngāti Hāua –

4.3.1 has a desire to have a relationship with the Crown based on Te Pou Tikanga; and

4.3.2 regards Te Pou Tikanga –

(a) as underpinning the settlement of their claims against the Crown; and

(b) as a basis for resetting the relationship between Ngāti Hāua and the Crown.

- 4.4 The deed of settlement and settlement legislation will provide for a non-operative statement of Te Pou Tikanga.

- 4.5 The Social Transformation Crown agencies listed in clause 8.1 will also include an acknowledgement of the importance of Te Pou Tikanga to Ngāti Hāua in any agreed

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relationship agreements and to consider, in good faith, how they can instil the values through the development of relationship agreements.

5 TE TĀHUHU KŌRERO, NGĀ WHĀKIANGA ME TE WHAKAMAHUTANGA / HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY

Nā ngā tūpuna i hauroatia te maru ō te tangata.

General

5.1 The deed of settlement is to include –

- 5.1.1 an agreed account of the historical relationship between Ngāti Hāua and the Crown to be developed by the parties based on the proposed headings for the historical account as set out in clause 5.2; and
- 5.1.2 the Crown's acknowledgement of its acts and omissions which have breached the Treaty of Waitangi / Te Tiriti of Waitangi and its principles or caused prejudice to Ngāti Hāua; and
- 5.1.3 a Crown apology for those breaches of the Treaty of Waitangi/Te Tiriti o Waitangi and its principles.

Ngāti Hāua proposed historical account headings

5.2 The deed of settlement will include an agreed historical account based on the following proposed headings –

- 5.2.1 Te Tiriti o Waitangi/The Treaty of Waitangi
 - (a) Situation of Ngāti Hāua at 1840;
 - (b) The Signing of Te Tiriti o Waitangi/the Treaty of Waitangi;
- 5.2.2 Warfare in Heretaunga and Whanganui in the 1840s
 - (a) The New Zealand Company and the Whanganui Purchase;
 - (b) Warfare in Heretaunga;
 - (c) Summary Justice Under Martial Law;
 - (d) Warfare in Whanganui;
 - (e) The Completion of the Whanganui Block Purchase;
- 5.2.3 The New Zealand Wars

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- (a) The Kīngitanga;
- (b) The Taranaki Wars;
- (c) War Spreads to the Waikato;
- (d) Warfare in Whanganui;
- (e) The Pai Mārire;
- (f) The Battle at Moutoa Island;
- (g) The Battle at Ōhoutahi;
- (h) The Battle at Pīpīriki;
- (i) The Crown's Confiscation of Land;

5.2.4 The Introduction of Native Land Legislation

- (a) Crown Payments Before Native Land Court Titles Were Awarded;
- (b) Boycotting the Native Land Court

5.2.5 Te Rohe Pōtae and the North Island Main Trunk railway line

- (a) Crown Preparations for the North Island Main Trunk railway line;
- (b) Ngāti Hāua Resistance to the Construction of the Railway;
- (c) Negotiations Surrounding the Railway and Te Rohe Pōtae;
- (d) Land Takings and Construction of the Railway;
- (e) The Use of the Whanganui River During Construction of the Railway;
- (f) The Stratford-Okahukura Line;

5.2.6 The Native Land Court

- (a) Obstacles to Attending the Native Land Court;
- (b) The Cost of the Native Land Laws to Ngāti Hāua

5.2.7 Crown Purchasing (Nineteenth Century) & The Waimarino Block

- (a) Crown Advance Payments for Ngāti Hāua Land;

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- (b) The Distribution of Crown Payments for the Retaruke Block;
- (c) The Crown's Use of Monopoly Powers;
- (d) The Waimarino Block Purchase;
- (e) The Purchase of Tribal Lands from Individual Owners

5.2.8 Taumarunui Native Township

- (a) The Establishment of the Taumarunui Native Township;
- (b) Administration of the Taumarunui Native Township;
- (c) Financial Issues for Ngāti Hāua;
- (d) Mōrero Marae;
- (e) Taumarunui Papakāinga and Ngapūwaiwaha Marae;
- (f) Taumarunui Hospital;
- (g) Taumarunui Aerodrome

5.2.9 Tongariro National Park

5.2.10 Crown Purchasing (Twentieth Century) and Private Land Purchasing

5.2.11 Land Development

- (a) The Vested Lands Scheme;
- (b) Agriculture, Industry & Rehabilitation Schemes

5.2.12 Whanganui River Scenic Reserves

5.2.13 Whanganui National Park

5.2.14 The Tongariro Hydro-Electric Power Development Scheme

5.2.15 Environmental Issues

5.2.16 Cultural and Socio-Economic Outcomes

- (a) The Stigmatisation of Ngāti Hāua as Rebels;
- (b) The Memory of Food Poisoning;

(c) The Loss of Traditional Food Resources

(d) Poor Health and Bad Housing

5.2.17 Education and the Māori Language

5.2.18 Employment Outcomes and the Impact of Urbanisation

5.2.19 The Māori Renaissance

Provisional Crown Acknowledgments

- 5.3 Provisional Crown acknowledgements made to Ngāti Hāua are set out below and will be further developed and added to for inclusion in the deed of settlement.

The Treaty of Waitangi

- 5.3.1 The Crown acknowledges that when Te Tiriti o Waitangi/the Treaty of Waitangi was signed in 1840, Ngāti Hāua held a position of great strength in their rohe. However, the Crown has failed to actively protect the tino rangatiratanga of Ngāti Hāua, which was guaranteed by the Treaty. The Crown has not honoured its commitments under the Treaty and has failed to deal with the long-standing grievances of Ngāti Hāua. Therefore, the Crown makes the following acknowledgements:

Conflict in the Heretaunga Valley (Hutt Valley) in 1846

- 5.3.2 The Crown acknowledges that it breached Article 2 and 3 of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles before the outbreak of conflict in the Heretaunga valley in 1846, and caused the iwi serious prejudice when it:
- (a) ordered Ngāti Hāua to abandon land and crops in the Heretaunga valley and occupied their cultivations before it would consider paying compensation;
 - (b) did not protect Ngāti Hāua property from plunder and destruction by settlers, and Crown troops ransacked and burned Ngāti Hāua property, including an urupā and a chapel; and
 - (c) unnecessarily imposed martial law for a period in March 1846.

Te Rangiatea and Te Whareaitu's Trial, and Te Whareaitu's Execution

- 5.3.3 The Crown acknowledges that -
- (a) it acted unjustly by trying Te Rangiatea and Matene Ruta Te Whareaitu, and that their trials were conducted contrary to the principles of natural justice;

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- (b) it executed Te Whareaitu by hanging on 17 September 1846 in an unnecessary act of vengeance; and
- (c) these actions breached Article 3 of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Warfare in Taranaki Leading to Warfare in Whanganui

- 5.3.4 The Crown acknowledges that the wars in Taranaki constituted an injustice and were in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown further acknowledges that despite the desire of many from Ngāti Hāua to maintain peace in their rohe, the Taranaki Wars led to the outbreak of warfare in the Whanganui District and that the death of their tūpuna at the 1864 battle of Moutoa remains a considerable grievance for Ngāti Hāua.

The Crown's Attack on Ōhoutahi

- 5.3.5 The Crown acknowledges that it was ultimately responsible for the outbreak of warfare between the Kīngitanga, including Ngāti Hāua, and the Crown in the Whanganui District that began with the battle at the Ōhoutahi pā in 1865. The Crown acknowledges that its actions were a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

The Crown's Labelling of Ngāti Hāua as Rebels in the 1860s

- 5.3.6 The Crown acknowledges that its unfair labelling of Ngāti Hāua as "rebels", "hostile", and "Hau hau" during the New Zealand Wars has stigmatised the iwi who sought to preserve their tino rangatiratanga. The Crown further acknowledges that the stigma Ngāti Hāua have borne for generations has had an intergenerational impact on the transmission of their kōrero tuku iho and pride in their Ngāti Hāuatanga.

Raupatu

- 5.3.7 The Crown acknowledges that the confiscation/raupatu of Ngāti Hāua interests in Taranaki in 1865 was an injustice, and breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown further acknowledges that when this whenua was confiscated, Ngāti Hāua also lost access to some mahinga kai areas which once helped to sustain the Ngāti Hāua people in their rohe.

Native Land Laws

- 5.3.8 The Crown acknowledges that the operation of the native land laws is a source of significant grievance for Ngāti Hāua because Ngāti Hāua were required to interact with a system they did not support or risk exclusion from the ownership of their lands. The Crown further acknowledges the strain placed on Ngāti Hāua by the Native Land Court holding hearings for the majority of their land blocks in a rapid timeframe in 1886 in geographically diverse locations.
- 5.3.9 The Crown acknowledges that the operation and impact of the native land laws, particularly the awarding of Ngāti Hāua land to individuals and enabling

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individuals to deal with that land without reference to their iwi or hapū, made the land more susceptible to fragmentation, alienation, and partition, and contributed to the erosion of Ngāti Hāua tribal structures. The failure of the Crown to actively protect these tribal structures, which were based on collective tribal custodianship of land, was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

North Island Main Trunk railway line

- 5.3.10 The Crown acknowledges that its failure to pay compensation to Ngāti Hāua for land compulsorily taken for the construction of the North Island Main Trunk railway line dishonoured a promise made by the Native Minister in 1885 that such compensation would be paid, and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

The Waimarino Block Purchase

- 5.3.11 The Crown acknowledges that its purchase of the Waimarino block in 1887 was in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and the standards of reasonableness and fair dealing because Ngāti Hāua did not know exactly what land was being purchased by the Crown, nor could they ensure they were paid a fair price for their interests. In particular:
- (a) the Crown was aware Ngāti Hāua had not been able to inspect and object to the survey of the block before the Court awarded the majority of the block to the Crown;
 - (b) the Crown discouraged Ngāti Hāua applications to have their interests partitioned from the block because it would delay the Crown's purchase;
 - (c) the Crown determined what it considered to be the strengths of individual Ngāti Hāua interests and made payments according to its own judgement; and
 - (d) the Crown did not inform Ngāti Hāua of the price it was paying per acre for the Waimarino block.
- 5.3.12 The Crown acknowledges that it failed to pay a fair price to the Ngāti Hāua owners of the Waimarino block and its valuable resources and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 5.3.13 The Crown acknowledges that Ngāti Hāua lost ownership of kāinga in the Waimarino block, including Te Maire and Kākahī, because the Crown, in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles, did not carry out the terms of the purchase deed to agree the location of the seller reserves with Ngāti Hāua and reserved less land than it promised Ngāti Hāua during negotiations.

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Public Works

- 5.3.14 The Crown acknowledges that the Crown's takings of Ngāti Hāua lands for public works are a significant grievance for Ngāti Hāua, and that it took land of importance to Ngāti Hāua hapū.
- 5.3.15 The Crown acknowledges that it breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it compulsorily acquired more land than was reasonably necessary for the site of Taumarunui Hospital at the time of the acquisition for the intended public work. The Crown further acknowledges the special cultural and historical significance of this land to Ngāti Hāua, as their tūrangawaewae, and that Ngāti Hāua have not been able to make proper use of Te Peka pā and Titipā urupā according to their tikanga as a consequence of the compulsory acquisition of the land.

Landlessness

- 5.3.16 The Crown acknowledges that its failure to ensure that Ngāti Hāua retained sufficient land for their collective and individual economic, social, and cultural needs is a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and the principle of active protection and, as a result, Ngāti Hāua are virtually landless.

Te Reo Māori

- 5.3.17 The Crown acknowledges that Ngāti Hāua children who attended Crown-established schools were sometimes punished for speaking their own language, which contributed towards the decline of te reo Māori among their iwi.
- 5.3.18 The Crown acknowledges that it failed to actively protect and encourage the use of te reo among Ngāti Hāua, which has declined as a consequence. Ngāti Hāua has thereby suffered a loss of their taonga. The Crown's failure to actively protect te reo Māori is a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

6 FINANCIAL AND COMMERCIAL REDRESS

General

- 6.1 All items of commercial redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 6.1.1 the Crown confirming that any residual overlapping interests issues in relation to any item of commercial redress have been addressed to the satisfaction of the Crown; and
 - 6.1.2 any other conditions specified in the commercial redress tables provided below and set out in clauses 3.5, 3.10 and 14.2 of this agreement in principle.

Financial and commercial redress amount

- 6.2 The deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the financial and commercial redress amount of \$19 million less –
- 6.2.1 the total of the transfer values determined in accordance with the valuation process in schedule 3 of any properties that the deed of settlement provides are commercial redress properties to be transferred to the governance entity on the settlement date.
- 6.3 The Crown has agreed to consider a payment on-account of the settlement of the Ngāti Hāua historical claims to the governance entity of up to \$3.8 million following signing an agreement in principle. Any such payment will be subject to:
- 6.3.1 ratification and establishment of the governance entity by Ngāti Hāua;
 - 6.3.2 ratification of the on-account payment by Ngāti Hāua; and
 - 6.3.3 the governance entity and the Crown entering into a deed recording the on-account arrangement.

Potential commercial redress properties

Transfer and leaseback

- 6.4 If a commercial redress property to be transferred to the governance entity is a leaseback commercial redress property, the deed of settlement is to provide that the property is to be leased back by the governance entity to the Crown, from the settlement date, –
- 6.4.1 on the terms and conditions provided by a registrable ground lease for that property (ownership of the improvements remaining unaffected by the purchase) incorporated in the deed; and
 - 6.4.2 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

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- 6.4.3 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).

Potential deferred selection properties

- 6.5 The deed of settlement is to provide that the governance entity may, during the deferred selection period referred to in Table 1 below, provide a written notice of interest to the Crown in purchasing any or all of those of the properties described in Table 1 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.
- 6.6 If a deferred selection property to be transferred to the governance entity is a leaseback deferred selection property, then clause 6.4 shall apply.

Table 1 - Potential deferred selection properties for transfer

Landholding Agency	Property Name/Address	General description/ location	Conditions of transfer / Specific conditions currently known
Ministry of Education	Taumarunui High School (land only)	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>20.4088 hectares, more or less, being Part Section 65 Block XIII Tuhua Survey District. All Proclamation S50718.</p> <p>0.1556 hectares, more or less, being Part Lot 1 DPS 2485. All <i>Gazette</i> notice H734427.</p> <p>0.3354 hectares, more or less, being Lots 1 and 2 DPS 7904. All <i>Gazette</i> notice S398736.</p> <p>0.0123 hectares, more or less, being Part Lot 31 DPS 11961. All <i>Gazette</i> notice H033207.1.</p>	Two-year deferred selection period. Subject to Crown leaseback.
Ministry of Education	Taumarunui Primary School (land only)	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>1.2141 hectares, more or less, being Part Allotment 8 Block XVI Taumarunui Maori Township. Part <i>Gazette</i> 1922, p 2402.</p> <p>0.3086 hectares, more or less, being Section 8 Block XVI</p>	Two-year deferred selection period. Subject to Crown leaseback.

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		<p>Township of Taumarunui. All record of title SA319/253 for the fee simple estate.</p> <p>0.3693 hectares, more or less, being Section 1 Block XVI Taumarunui Township. All <i>Gazette</i> 1926, p 3411.</p> <p>0.1609 hectares, more or less, being Part Allotment 5 Block XVI Taumarunui Maori Township. All record of title SA1031/178 for the fee simple estate.</p> <p>0.1938 hectares, more or less, being Lot 1 DP 18779. Part <i>Gazette</i> 1936, p 1960.</p>	
Ministry of Education	Te Kura Kaupapa Māori o Taumarunui (land only)	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.0524 hectares, more or less, being Part Allotment 2 Block XXIII Taumarunui Maori Township. All Proclamation S226588.</p> <p>0.1586 hectares, more or less, being Part Allotment 2 Block XXIII Taumarunui Maori Township. All Proclamation S217665.</p> <p>0.0809 hectares, more or less, being Part Allotment 3 Block XXIII Taumarunui Maori Township. All Transfer S199965.</p> <p>1.5829 hectares, more or less, being Part Allotment 3, and Allotments 4, 5, and 6 Block XXIII Taumarunui Maori Township. All Proclamation S59705.</p>	Two-year deferred selection period. Subject to Crown leaseback.
LINZ (Treaty Settlements Landbank)	Ruruku Rd/SH 4/Railway, Piriaka (PF 847)	<p><i>Wellington Land District – Ruapehu District</i></p> <p>1.4292 hectares, more or less, being Lot 4 DP 76898. All record of title WN43C/560 for the fee simple estate.</p>	Three-year deferred selection period

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LINZ (Treaty Settlements Landbank)	Ruruku Road/Railway, Piriaka (PF 850)	<i>Wellington Land District – Ruapehu District</i> 0.5701 hectares, more or less, being Lot 6 DP 76898. All record of title WN43C/561 for the fee simple estate.	Three-year deferred selection period
LINZ (Treaty Settlements Landbank)	16 Ward Street, Taumarunui (PF 858)	<i>South Auckland Land District – Ruapehu District</i> 0.5817 hectares, more or less, being Section 13 Block II Rangaroa Village. Part Gazette notice H491570.	Three-year deferred selection period
LINZ (Treaty Settlements Landbank)	Corner Hakiaha and Katarina Streets, Taumarunui (PF 859)	<i>South Auckland Land District – Ruapehu District</i> 0.1836 hectares, more or less, being Allotments 1 and 2 Block III Town of Taumarunui Extension No 1. All records of title SA650/194 and SA650/195 for the fee simple estate.	Three-year deferred selection period
LINZ (Treaty Settlements Landbank)	Ruruku Rd/SH 4, WN 1945, Piriaka (PF 915)	<i>Wellington Land District – Ruapehu District</i> 1.5892 hectares, more or less, being Lot 8 DP 76898. All record of title WN43C/563 for the fee simple estate.	Three-year deferred selection period
LINZ (Treaty Settlements Landbank)	Boon Road (Kouturoa East Road), Kaitieke (PF 1247)	<i>South Auckland Land District – Ruapehu District</i> 5.4632 hectares, more or less, being Section 10 Block XIII Kaitieke Survey District. All record of title WN56A/258 for the fee simple estate.	Three-year deferred selection period
LINZ (Treaty Settlements Landbank)	Bell Road, Taumarunui (PF 1438)	<i>South Auckland Land District – Ruapehu District</i> 1.8197 hectares, more or less, being Part Ohura South G4E2 Block and Lot 1 DPS 86288. All records of title SA14C/1082 and SA68B/385 for the fee simple estate.	Three-year deferred selection period

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LINZ (Treaty Settlements Landbank)	8 Otunui North Road, Taumarunui, former Otunui School (PF 1650)	<i>Taranaki Land District – Ruapehu District</i> 2.6489 hectares, more or less, being Part Section 8 Block XVI Ohura Survey District. All record of title 449969 for the fee simple estate.	Three-year deferred selection period
LINZ (Treaty Settlements Landbank)	17 Bell Road, Taumarunui, (PF 1902)	<i>South Auckland Land District – Ruapehu District</i> 0.1618 hectares, more or less, being Lots 3 and 4 DP 5092. All record of title SA52A/143 for the fee simple estate.	Three-year deferred selection period
LINZ (Treaty Settlements Landbank)	11 Corlett Street, Taumarunui (PF 1995)	<i>South Auckland Land District – Ruapehu District</i> 0.0905 hectares, more or less, being Lot 27 DPS 11961. All record of title 704038 for the fee simple estate.	Three-year deferred selection period

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

School sites

- 6.7 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).
- 6.8 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.
- 6.9 A school site (or part of a school site) will cease to be a transfer and leaseback property if before the settlement date (in respect of commercial redress properties) or before receipt of a notice of interest (in respect of deferred selection properties) the Ministry of Education notifies the mandated body or the governance entity as the case may be, that the site (or the relevant part of the site) has become surplus to its requirements.
- 6.10 To avoid doubt, if notice is given under clause 6.9 in respect of part of a site only, the balance of that site will continue to be a transfer and leaseback property.

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Right of First Refusal

6.11 The settlement documentation is to provide that –

- 6.11.1 the governance entity has a right of first refusal (an **RFR**) in relation to a disposal by the Crown or specified Crown body of any of the land described in Table 2 below as potential RFR land that the parties agree is to be RFR land if, on the settlement date, it is owned by the Crown or specified Crown body; and
- 6.11.2 the RFR is for a period of time equal to the length of time between the signing of the Treaty of Waitangi on 6 February 1840 and initialling a deed of settlement.

Table 2 – Potential RFR land

Landholding Agency	Property Name/Address	General description/ location	Conditions of transfer / Specific conditions currently known
Department of Conservation	Kopuha Road Scenic Reserve	<i>Taranaki Land District – Ruapehu District</i> 6.3207 hectares, more or less, being Section 6 Block VI Ohura Survey District. Part Gazette 1908, p 838.	Right of first refusal
Department of Conservation	Kopuha Scenic Reserve	<i>Taranaki Land District – Ruapehu District</i> 16.2400 hectares, more or less, being Section 47 Block III Ohura Survey District. Part Gazettes 1924, p 2069 and 1929, p 1347, and Part Gazette notice 169638.	Right of first refusal
Department of Conservation	Mangakara Conservation Area	<i>Taranaki Land District – Ruapehu District</i> 88.2215 hectares, more or less, being Sections 18 and 19 Block V Ohura Survey District. Part Gazette 1907, p 3550.	Right of first refusal
Department of Conservation	Part Moki Conservation Area (within the area of interest)	<i>Taranaki Land District – Stratford and New Plymouth Districts</i> 1247.3 hectares, approximately, being Part Sections 1 and 2 Block XIV Waro Survey District, Sections	Right of first refusal

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		<p>14, 19, Part Section 5, Part Sections 12 and 13, Part Subdivision 1 of Section 9, and Parts Subdivision 1 of Sections 10 and 11 Block II Pouatu Survey District. Part <i>Gazette</i> 1925, p 2888.</p> <p>25.3083 hectares, more or less, being Sections 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and Part Section 35 Block II Pouatu Survey District. Balance <i>Gazette</i> 1937, p 498.</p> <p>613.9081 hectares, more or less, being Sections 4, 5, and 12 Block I Pouatu Survey District. All <i>Gazette</i> 1962, p 2113.</p> <p>726.0061 hectares, more or less, being Sections 2 and 9 Block XIII Waro Survey District. Part <i>Gazette</i> 1962, p 2114.</p> <p>3.7649 hectares, more or less, being Sections 39 and 40 Block II Pouatu Survey District and Sections 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 50 Block XIV Waro Survey District. Part <i>Gazette</i> 1981, p 3568.</p> <p>3.5410 hectares, more or less, being Section 6 Block II Pouatu Survey District. Part Proclamation 1913.</p> <p>371.4 hectares, approximately, being Part Sections 6 and 7 Block XIII Waro Survey District.</p> <p>236.7040 hectares, more or less, being Section 16 Block I Pouatu Survey District.</p>	
Department of Conservation	Nihoniho Conservation Area	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>833.2478 hectares, more or less, being Section 2 Block IV and Section 2 Block VII Ohura Survey District. Part <i>Gazette</i> 1903, p 1870.</p>	Right of first refusal

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		158.2321 hectares, more or less, being Section 8 Block IV Ohura Survey District. All <i>Gazette</i> 1939, p 123.	
Department of Conservation	Balance Rangi Scenic Reserve (excluding part to vest)	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>45.2363 hectares, more or less being Sections 4 and 30 Block I Rangi Survey District. All <i>Gazette</i> notice 176051.</p> <p>101.7531 hectares, more or less, being Section 27 Block I Rangi Survey District. All <i>Gazette</i> notice 242417.</p> <p>89.5350 hectares, more or less, being Section 35 Block I Rangi Survey District. All <i>Gazette</i> notice 249767.</p> <p>20.2230 hectares, more or less, being Section 39 Block I Rangi Survey District, All <i>Gazette</i> 1982, p 1642.</p> <p>65.98 hectares, approximately, being Part Section 37 Block I Rangi Survey District. Part <i>Gazette</i> notice 261046.0.</p>	Right of first refusal
Department of Conservation	Part Tangitu Scenic Reserve	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>96.3080 hectares, more or less, being Section 3 SO 560405. Part <i>Gazette</i> notice 294693.4.</p>	Right of first refusal
Department of Conservation	Part Taumarunui & Rangaroa Domain (DOC Taumarunui Base), Simmons Road	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.2472 hectares, more or less, being Part Section 1 SO 59308. Part <i>Gazette</i> 1929 p 3308.</p>	Right of first refusal
Department of Conservation	Waiaraia Scenic Reserve	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>402.6622 hectares, more or less, being Section 1 Block XII Waro Survey District. Part <i>Gazette</i> 1907, p 1236.</p>	Right of first refusal

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		3.1850 hectares, more or less, being Section 5 Block XII Waro Survey District. Part <i>Gazette</i> 1980, p 96.	
Department of Conservation	Waitaanga Conservation Area	<p><i>Taranaki Land District – Stratford, Ruapehu and New Plymouth Districts</i></p> <p>384.2490 hectares, more or less, being Subdivision 1 of Section 1, and Subdivision 1 of Section 10 Block III Pouatu Survey District. Part <i>Gazette</i> 1903, p 1870.</p> <p>425.1 hectares, approximately, being Part Section 1 Block IX Ohura Survey District. Part <i>Gazette</i> 1904, p 1010.</p> <p>719.1263 hectares, more or less, being Section 1 Block IV and Section 1 Block VIII Waro Survey District. Part <i>Gazette</i> 1911, p 2.</p> <p>2.5773 hectares, more or less, being Section 6 Block VIII Waro Survey District. Part <i>Gazette</i> 1911, p 2670.</p> <p>11,128.2 hectares, approximately, being Sections 19, 20, 21, 22, 23 and 24 Block VII, Section 12 Block VIII, Part Section 3 Block X, Sections 1, 2, 3, and 4 Block XI, Sections 2 and 4 Block XII, Section 2 and Part Section 1 Block XV, Crown Land Block XI, XII, XV, and XVI Waro Survey District, and Part Waiaraia Block and Part Maraekowhai Block. Part <i>Gazette</i> 1933, p 1215.</p> <p>757.5715 hectares, more or less, being Sections 2, 9 and 10 Block VIII, and Subdivision 2 of Section 16 Block VII Waro Survey District. Part <i>Gazette</i> 1939, p 350.</p> <p>215.2928 hectares, more or less, being Section 11 Block</p>	Right of first refusal

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		<p>VIII Waro Survey District. All <i>Gazette</i> 1940, p 1127.</p> <p>247.4652 hectares, more or less, being Subdivision 1 of Section 1 Block III Waro Survey District. All <i>Gazette</i> 1946, p 1104.</p> <p>364.2171 hectares, more or less, being Section 4 Block XVI Waro Survey District. Part <i>Gazette</i> 1954, p 983.</p> <p>191.0116 hectares, more or less, being Section 7 Block III Waro Survey District. All <i>Gazette</i> 1954, p 1992.</p> <p>165.9211 hectares, more or less, being Section 8 Block III Waro Survey District. All <i>Gazette</i> 1962, p 2113.</p> <p>701.6237 hectares, more or less, being Section 6 and Subdivision 2 of Section 3 Block XVI Waro Survey District, and Subdivision 2 of Section 5 Block IV Pouatu Survey District. All <i>Gazette</i> 1962, p 2114.</p> <p>2.2966 hectares, more or less, being Section 7 Block VIII Waro Survey District. Part <i>Gazette</i> 1965, p 1333.</p> <p>103.5995 hectares, more or less, being Sections 3 and 8 Block VIII Waro Survey District. All <i>Gazette</i> 1972, p 313.</p> <p>0.7967 hectares, more or less, being Section 3 Block XII Waro Survey District. All <i>Gazette</i> 1972, p 1072.</p> <p>27.5186 hectares, more or less, being Section 34 Block IX Ohura Survey District. All <i>Gazette</i> 1975, p 1298.</p> <p>0.9057 hectares, more or less, being Sections 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49,</p>	
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		<p>Block XIV Waro Survey District. Part <i>Gazette</i> 1981, p 3568.</p> <p>3.3623 hectares, more or less, being Section 18 Block X Waro Survey District. Balance <i>Gazette</i> 1982, p 379.</p> <p>52.8892 hectares, more or less, being Section 19, 20 and 21 Block X, Section 5, 6, 7 and 8 Block XI, and Section 3 Block XV Waro Survey District. All <i>Gazette</i> 1983, p 4064.</p> <p>53.3401 hectares, more or less, being Subdivision 1 of Section 4, and Subdivision 2 of Section 1 Block V Ohura Survey District. All <i>Gazette</i> 1996, p 1587.</p> <p>8.0 hectares, approximately, being Part Mohakatino Parininihi Block.</p> <p>49.0934 hectares, more or less, being Section 59 Block V Ohura Survey District.</p> <p>142.32 hectares, approximately, being Part Subdivision 2 of Subdivision 2 of Section 10 Block V Ohura Survey District.</p> <p>1.6592 hectares, more or less, being Section 30 Block VI Pouatu Survey District.</p> <p>19.9491 hectares, more or less, being Sections 48, 49, 50, 51 and 53 Block IX Ohura Survey District.</p> <p>45.3060 hectares, more or less, being Section 41 Block XIII Ohura Survey District.</p> <p>204.3362 hectares, more or less, being Section 5 Block III Pouatu Survey District.</p> <p>334.0059 hectares, more or less, being Sections 3 and 8, and Part Subdivision 2 of</p>	
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		<p>Section 4 Block IV Pouatu Survey District.</p> <p>63.6628 hectares, more or less, being Part Section 10 Block XIV Waro Survey District.</p> <p>167.1000 hectares, more or less, being Section 9 Block XVI Waro Survey District.</p>	
Department of Conservation (managed by Ruapehu District Council)	Niho Domain Recreation Reserve	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>2.8960 hectares, more or less, being Lot 1 DP 5108. All record of title TN132/29 for the fee simple estate.</p>	Right of first refusal
Land Information New Zealand	11053 - Matapuna Ballast Reserve, 430 Taupo Road, Matapuna	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.63 hectares, approximately, being Part Ohura G4 Block. Subject to survey.</p>	Right of first refusal
LINZ (Treaty Settlements Landbank)	Ruruku Rd/SH 4/Railway, Piriaka (PF 847)	<p><i>Wellington Land District – Ruapehu District</i></p> <p>1.4292 hectares, more or less, being Lot 4 DP 76898. All record of title WN43C/560 for the fee simple estate.</p>	Right of first refusal
LINZ (Treaty Settlements Landbank)	Ruruku Road/Railway, Piriaka (PF 850)	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.5701 hectares, more or less, being Lot 6 DP 76898. All record of title WN43C/561 for the fee simple estate.</p>	Right of first refusal
LINZ (Treaty Settlements Landbank)	16 Ward Street, Taumarunui, (PF 858)	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.5817 hectares, more or less, being Section 13 Block II Rangaroa Village. Part Gazette notice H491570.</p>	Right of first refusal
LINZ (Treaty Settlements Landbank)	Corner Hakiaha and Katarina Streets, Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p>	Right of first refusal

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	(PF 859)	0.1836 hectares, more or less, being Allotments 1 and 2 Block III Town of Taumarunui Extension No 1. All records of title SA650/194 and SA650/195 for the fee simple estate.	
LINZ (Treaty Settlements Landbank)	Ruruku Rd/SH 4, WN 1945, Piriaka (PF 915)	<i>Wellington Land District – Ruapehu District</i> 1.5892 hectares, more or less, being Lot 8 DP 76898. All record of title WN43C/563 for the fee simple estate.	Right of first refusal
LINZ (Treaty Settlements Landbank)	Boon Road (Kouturoa East Road) (PF 1247)	<i>Wellington Land District – Ruapehu District</i> 5.4632 hectares, more or less, being Section 10 Block XIII Kaitieke Survey District. All record of title WN56A/258 for the fee simple estate.	Right of first refusal
LINZ (Treaty Settlements Landbank)	Bell Road, Taumarunui (PF1438)	<i>South Auckland Land District – Ruapehu District</i> 1.8197 hectares, more or less, being Part Ohura South G4E2 Block and Lot 1 DPS 86288. All records of title SA14C/1082 and SA68B/385 for the fee simple estate.	Right of first refusal
LINZ (Treaty Settlements Landbank)	8 Otunui North Road, Taumarunui, former Otunui School (PF 1650)	<i>Taranaki Land District – Ruapehu District</i> 2.6489 hectares, more or less, being Part Section 8 Block XVI Ohura Survey District. All record of title 449969 for the fee simple estate.	Right of first refusal
LINZ (Treaty Settlements Landbank)	17 Bell Road, Taumarunui, (PF 1902)	<i>South Auckland Land District – Ruapehu District</i> 0.1618 hectares, more or less, being Lots 3 and 4 DP 5092. All record of title SA52A/143 for the fee simple estate.	Right of first refusal
LINZ (Treaty Settlements Landbank)	11 Corlett Street, Taumarunui (PF 1995)	<i>South Auckland Land District – Ruapehu District</i>	Right of first refusal

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		0.0905 hectares, more or less, being Lot 27 DPS 11961. All record of title 704038 for the fee simple estate.	
Ministry of Education	Taumarunui High School	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>20.4088 hectares, more or less, being Part Section 65 Block XIII Tuhua Survey District. All Proclamation S50718.</p> <p>0.1556 hectares, more or less, being Part Lot 1 DPS 2485. All <i>Gazette</i> notice H734427.</p> <p>0.3354 hectares, more or less, being Lots 1 and 2 DPS 7904. All <i>Gazette</i> notice S398736.</p> <p>0.0123 hectares, more or less, being Part Lot 31 DPS 11961. All <i>Gazette</i> notice H033207.1.</p>	Right of first refusal
Ministry of Education	Taumarunui Primary School	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>1.2141 hectares, more or less, being Part Allotment 8 Block XVI Taumarunui Maori Township. Part <i>Gazette</i> 1922, p 2402.</p> <p>0.3086 hectares, more or less, being Section 8 Block XVI Township of Taumarunui. All record of title SA319/253 for the fee simple estate.</p> <p>0.3693 hectares, more or less, being Section 1 Block XVI Taumarunui Township. All <i>Gazette</i> 1926, p 3411.</p> <p>0.1609 hectares, more or less, being Part Allotment 5 Block XVI Taumarunui Maori Township. All record of title SA1031/178 for the fee simple estate.</p> <p>0.1938 hectares, more or less, being Lot 1 DP 18779. Part <i>Gazette</i> 1936, p 1960.</p>	Right of first refusal

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Ministry of Education	Te Kura Kaupapa Māori o Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.0524 hectares, more or less, being Part Allotment 2 Block XXIII Taumarunui Maori Township. All Proclamation S226588.</p> <p>0.1586 hectares, more or less, being Part Allotment 2 Block XXIII Taumarunui Maori Township. All Proclamation S217665.</p> <p>0.0809 hectares, more or less, being Part Allotment 3 Block XXIII Taumarunui Maori Township. All Transfer S199965.</p> <p>1.5829 hectares, more or less, being Part Allotment 3, and Allotments 4, 5, and 6 Block XXIII Taumarunui Maori Township. All Proclamation S59705.</p>	Right of first refusal
Ministry of Education	Ōwhango School	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.1012 hectares, more or less, being Section 10 Block II Ōwhango Township. All record of title WN209/19 for the fee simple estate.</p> <p>0.1012 hectares, more or less, being Section 11 Block II Township of Ōwhango. All record of title WN571/140 for the fee simple estate.</p> <p>0.1012 hectares, more or less, being Section 15 Block II Town of Ōwhango. All record of title WN397/258 for the fee simple estate.</p> <p>0.8094 hectares, more or less, being Sections 6, 7, 8, 9, 16, 17, 18, and 19 Block II Town of Ōwhango. All record of title WN561/111 for the fee simple estate.</p>	Right of first refusal

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Ministry of Education	Tarrangower School	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>2.3105 hectares, more or less, being Lot 8 DPS 6581. All <i>Gazette</i> notice 242836.</p>	Right of first refusal
Ministry of Education	Tokirima School	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>1.6440 hectares, more or less, being Lot 1 DP 5657. All record of title TN144/67 for the fee simple estate.</p>	Right of first refusal
Ministry of Education	Turaki School	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.8094 hectares, more or less, being Lots 2 and 3 Block XIII Town of Taumarunui. All record of title SA437/136 for the fee simple estate.</p> <p>0.1973 hectares, more or less, being Part Allotment 9 Block XIII Taumarunui Maori Township. All <i>Gazette</i> 1960, p 607.</p> <p>0.4484 hectares, more or less, being Allotment 10 Block XIII Taumarunui Maori Township. All <i>Gazette</i> notice S312638.</p> <p>0.2023 hectares, more or less, being Part Allotments 12 and 18 Block XIII Taumarunui Maori Township. All Proclamation S151687.</p> <p>0.1012 hectares, more or less, being Part Allotment 12 Block XIII Taumarunui Maori Township. All <i>Gazette</i> notice H068457.</p> <p>0.0718 hectares, more or less, being Allotment 13 Block XIII Taumarunui Maori Township. All <i>Gazette</i> notice S507944.</p> <p>0.0723 hectares, more or less, being Allotment 14 Block XIII</p>	Right of first refusal

AGREEMENT IN PRINCIPLE

		<p>Taumarunui Maori Township. All <i>Gazette</i> notice H485426.</p> <p>0.0725 hectares, more or less, being Allotment 15 Block XIII Taumarunui Maori Township. All <i>Gazette</i> notice H753162.</p> <p>0.1012 hectares, more or less, being Allotment 16 Block XIII Taumarunui Maori Township. All <i>Gazette</i> notice S618075.</p>	
Ministry of Justice	Taumarunui District Court	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.1163 hectares, more or less, being Section 11 and Part Section 9 Block VII Taumarunui Maori Township. All record of title SA52A/380 for the fee simple estate.</p>	Right of first refusal
New Zealand Police	26 House Avenue, Taumarunui	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>0.1171 hectares, more or less, being Lot 23 DP 11833. All record of title TND3/1266 for the fee simple estate.</p>	Right of first refusal
New Zealand Police	11 Pei Te Hurinui Drive, Taumarunui	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>0.0684 hectares, more or less, being Lot 6 DP 14384. All record of title TNG2/1162 for the fee simple estate.</p>	Right of first refusal
New Zealand Police	10 Corlett Street, Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.0721 hectares, more or less, being Lot 2 DPS 11961. All <i>Gazette</i> notice H655572.</p>	Right of first refusal
New Zealand Police	180 Golf Road, Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.0607 hectares, more or less, being Lot 10 DPS 7904. All record of title SA3A/103 for the fee simple estate.</p>	Right of first refusal

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AGREEMENT IN PRINCIPLE

New Zealand Police	14 Hall Crescent, Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.0887 hectares, more or less, being Lot 18 DPS 11961. All record of title SA19B/1324 for the fee simple estate.</p>	Right of first refusal
New Zealand Police	22 Falkner Park, Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.0814 hectares, more or less, being Lot 28 DPS 21867. All <i>Gazette</i> notice H629079.</p>	Right of first refusal
New Zealand Police	49 Campbell Street, Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.0602 hectares, more or less, being Lot 39 DPS 11025. All <i>Gazette</i> notice S586737.</p>	Right of first refusal
New Zealand Police	57 East Street, Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.1674 hectares, more or less, being Part Section 9 Block VI Rangaroa Village. All <i>Gazette</i> notice S625916.</p>	Right of first refusal
New Zealand Police	58 Makere Street, Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.1012 hectares, more or less, being Allotment 16 Block XXVIII Taumarunui Maori Township. All <i>Gazette</i> notice S158714.</p>	Right of first refusal
New Zealand Post Limited	47-49 Miriama Street, Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.1871 hectares, more or less, being Section 7 and Part Section 9 Block VII Taumarunui Maori Township. All record of title SA42C/507 for the fee simple estate.</p>	Right of first refusal
Oranga Tamariki – Ministry for Children	374 Taupō Road, Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.1401 hectares, more or less, being Part Allotment 7 Block XXXI Taumarunui Maori</p>	Right of first refusal

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AGREEMENT IN PRINCIPLE

		Township. All Gazette notice S525459.	
Kāinga Ora – Homes and Communities	Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.1012 hectares, more or less, being Lot 3 DPS 8747. All record of title SA600/241 for the fee simple estate.</p>	Right of first refusal
Kāinga Ora – Homes and Communities	Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.0837 hectares, more or less, being Lot 34 DPS 13051. All record of title SA30B/658 for the fee simple estate.</p>	Right of first refusal
Kāinga Ora – Homes and Communities	Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.0640 hectares, more or less, being Lot 2 DPS 8216. All record of title SA5B/1303 for the fee simple estate.</p>	Right of first refusal
Kāinga Ora – Homes and Communities	Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.0675 hectares, more or less, being Lot 33 DPS 13051. All record of title SA10B/1320 for the fee simple estate.</p>	Right of first refusal
Kāinga Ora – Homes and Communities	Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.0716 hectares, more or less, being Lot 35 DPS 13051. All record of title SA10B/1322 for the fee simple estate.</p>	Right of first refusal
Kāinga Ora – Homes and Communities	Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.0607 hectares, more or less, being Lot 18 DPS 8161. All record of title SA11B/885 for the fee simple estate.</p>	Right of first refusal

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Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.0607 hectares, more or less, being Lot 17 DPS 8161. All record of title SA11B/884 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.1725 hectares, more or less, being Lot 12 DPS 13051. All record of title SA10B/1299 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.0873 hectares, more or less, being Lot 45 DPS 13051. All record of title SA10B/1332 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.0874 hectares, more or less, being Lot 2 DPS 44616. All record of title SA39A/231 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.0923 hectares, more or less, being Lot 16 DPS 21868. All record of title SA24A/207 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.1148 hectares, more or less, being Lot 26 DPS 792. All record of title SA16B/448 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 1/2 share in fee simple estate being 0.0706 hectares, more or less, being Lot 12 DPS 44616	Right of first refusal

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		and leasehold estate being Flat 1, Carport 1 and Shed 1 DPS 54827. All record of title (cross lease) SA45B/262.	
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.0610 hectares, more or less, being Lot 25 DPS 21867. All record of title SA26D/1073 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 1/3 share in fee simple estate being 0.1744 hectares, more or less, being Lot 14 DPS 44616 and leasehold estate being Flat 3 and Garage 3 DPS 84564. All record of title (cross lease) SA67A/511.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.0642 hectares, more or less, being Lot 36 DPS 21867. All record of title SA29B/936 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.1401 hectares, more or less, being Lot 12 DPS 792. All record of title SA16B/437 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.0612 hectares, more or less, being Lot 55 DPS 11025. All record of title SA7D/79 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.1047 hectares, more or less, being Lot 1 DPS 685. All record	Right of first refusal

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AGREEMENT IN PRINCIPLE

		of title SA9A/1150 for the fee simple estate.	
Kāinga Ora - Homes and Communities	Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.1052 hectares, more or less, being Lot 9 DPS 685. All record of title SA9A/1157 for the fee simple estate.</p>	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.1247 hectares, more or less, being Lot 6 DPS 685. All record of title SA9A/1155 for the fee simple estate.</p>	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.1249 hectares, more or less, being Lot 2 DPS 7048. All record of title SA25C/1393 for the fee simple estate.</p> <p>0.1145 hectares, more or less, being Lot 3 DPS 7048. All record of title SA25C/1394 for the fee simple estate.</p> <p>0.0614 hectares, more or less, being Lot 4 DPS 7048. All record of title SA25C/1395 for the fee simple estate.</p> <p>0.0614 hectares, more or less, being Lot 5 DPS 7048. All record of title SA25C/1396 for the fee simple estate.</p>	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.0800 hectares, more or less, being Lot 3 DPS 85137 and an undivided ½ share in 0.0331 hectares, more or less, being Lot 7 DPS 85137. All record of title SA67D/156 for the fee simple estate.</p>	Right of first refusal

AGREEMENT IN PRINCIPLE

Kāinga Ora - Homes and Communities	Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.0653 hectares, more or less, being Lot 2 DPS 85137 and an undivided ½ share in 0.0192 hectares, more or less, being Lot 6 DPS 85137. All record of title SA67D/155 for the fee simple estate.</p>	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.0403 hectares, more or less, being Lot 4 DPS 85137 and an undivided ½ share in 0.0331 hectares, more or less, being Lot 7 DP 85137. All record of title SA67D/157 for the fee simple estate.</p>	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.2645 hectares, more or less, being Part Allotment 7 Block XXXI Taumarunui Maori Township. All record of title SA30A/636 for the fee simple estate.</p>	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.0675 hectares, more or less, being Lot 2 DPS 6457. All record of title SA1B/372 for the fee simple estate.</p>	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.1065 hectares, more or less, being Lot 2 DPS 618. All record of title SA9A/1140 for the fee simple estate.</p>	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>0.0625 hectares, more or less, being Lot 2 DP 31020. All record of title SA43A/230 for the fee simple estate.</p>	Right of first refusal

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Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.0623 hectares more or less, being Lot 8 DPS 4450. All record of title SA2A/530 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.0779 hectares, more or less, being Lot 1 DPS 80234. All record of title SA64C/33 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.0726 hectares, more or less, being Lot 2 DPS 6588. All record of title SA61C/909 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.0817 hectares, more or less, being Lot 1 DPS 6588. All record of title SA61C/908 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.0931 hectares, more or less, being Lot 1 DPS 41626. All record of title SA37A/492 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>Taranaki Land District – Ruapehu District</i> 0.0712 hectares, more or less, being Lot 2 DP 14384. All record of title TNG2/1158 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i>	Right of first refusal

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		0.0612 hectares, more or less, being Lot 1 DPS 7035. All record of title SA60C/537 for the fee simple estate.	
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.0662 hectares, more or less, being Lot 3 DPS 80234. All record of title SA64C/35 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.1522 hectares, more or less, being Lot 2 DPS 80234. All record of title SA64C/34 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.1012 hectares, more or less, being Part Allotment 18 Block XIII Taumarunui Maori Township. All record of title SA12A/945 for the fee simple estate.	Right of first refusal
Kāinga Ora - Homes and Communities	Taumarunui	<i>South Auckland Land District – Ruapehu District</i> 0.2023 hectares, more or less, being Taumarunui Papakainga 12B Block. All record of title SA24A/661 for the fee simple estate.	Right of first refusal

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

Shared Right of First Refusal

6.12 The settlement documentation is to provide that –

- 6.12.1 the governance entity, the Te Korowai o Wainuiārua governance entity and the Te Kāhui Maru Trust: Te Iwi o Maruwharanui have a shared right of first refusal in relation to a disposal of land defined as “shared RFR land” in the Ngāti Maru (Taranaki) Claims Settlement Act 2022, which is the land listed in Table 3 below that, on the date the RFR commences is vested in the Crown or is held in fee simple by the Crown.

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AGREEMENT IN PRINCIPLE

- 6.12.2 the RFR is for a period of 180 years on and from the date that the RFR commences.
- 6.12.3 the RFR commences on the date that is the earlier of:
- (a) the date that is 3 years after the settlement date under the Ngāti Maru (Taranaki) Claims Settlement Act 2022; and
 - (b) the later of the following dates:
 - (i) the settlement date; and
 - (ii) the Te Korowai o Wainuiārua settlement date.
- 6.12.4 the RFR becomes operative for the governance entity on the following dates:
- (a) the settlement date if the settlement date occurs on or after the date that is 3 years after the settlement date under the Ngāti Maru (Taranaki) Claims Settlement Act 2022; or
 - (b) the date the RFR commences if the settlement date occurs before that date.
- 6.12.5 if the RFR commences but the settlement date has not occurred, then any RFR offer will not be made to the governance entity until the settlement date has occurred.

Table 3 – Shared RFR Land

Landholding Agency	Property Name/Address	General description/location	Conditions of transfer/ Specific conditions currently known
Department of Conservation	Mangapapa Roadman's Cottage Local Purpose Reserve	<i>Taranaki District – Stratford District</i> 1.2335 hectares, more or less, being Lot 1 of Subdivision 1 of Section 11 Block II Pouatu Survey District. All Gazette notice 428712.	Shared right of first refusal
Department of Conservation	Kohuratahi Road Gravel Reserve	<i>Taranaki District – Stratford District</i> 3.4778 hectares, more or less, being Section 20 Block XVI Pouatu Survey District. All Gazette 1960, p 1472.	Shared right of first refusal

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Department of Conservation	Tahora Domain	<i>Taranaki District – Stratford District</i> 3.0236 hectares, more or less, being Section 44, 46, 47, 48, 65 and Part Section 45 Town of Tahora, and Section 17 Block VI Pouatu Survey District. All record of title 499187 for the fee simple estate.	Shared right of first refusal
Land Information New Zealand	Raekohua Road (11588)	<i>Taranaki District – Stratford District</i> 2.4827 hectares, more or less, being Section 1 SO 7031. Part Gazette 1899 p 1361.	Shared right of first refusal
LINZ (Treaty Settlements Landbank)	593-595 Raekohua Road (PF 1006)	<i>Taranaki District – Stratford District</i> 1.3405 hectares, more or less, being Section 17 Block VII Pouatu Survey District. All record of title TNK3/819 for the fee simple estate.	Shared right of first refusal
Office for Māori Crown Relations - Te Arawhiti	Mangapapa Road	<i>Taranaki District – Stratford District</i> 0.46 hectares, approximately, being Crown Land Block II Pouatu Survey District.	Shared right of first refusal

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

Shared deferred selection property

- 6.13 In clauses 6.14 and 6.15 below, Raurimu Station property means the land situated in the Wellington Land District and described as 2503.8638 hectares, more or less, being Sections 2, 3 and 4 SO 36593 and Lot 2 DP 394961 and comprised in record of title 382148.
- 6.14 The parties acknowledge that Te Korowai o Wainuiārua have been offered the right to purchase Raurimu Station property as a deferred selection property for a period of 2 years on and from the Te Korowai o Wainuiārua settlement date.

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6.15 Following the signing of this agreement in principle the parties intend to enter into a deed of agreement to provide for the following in relation to Raurimu Station property:

6.15.1 If:

- (a) the Crown's obligations to Te Korowai o Wainuiārua under the right of deferred selection referred to in clause 6.14 cease; and
- (b) Te Korowai o Wainuiārua have not purchased the property; and
- (c) Ngāti Hāua have established and ratified a governance entity;

6.15.2 then the Raurimu Station property will become a shared deferred selection property; and

6.15.3 if Raurimu Station property becomes a shared deferred selection property the governance entity may, for a period of one year on and from a date to be specified by notice from the Crown, provide a written notice of interest to the Crown in purchasing Raurimu Station property; and

6.15.4 any right the governance entity has to give notice of interest in relation to the Raurimu Station property is shared jointly with the Te Korowai o Wainuiārua governance entity; and

6.15.5 that a notice of interest must be signed by both the governance entity and the Te Korowai o Wainuiārua governance entity; and

6.15.6 the effect of the written notice and the process whereby the property is valued and may be acquired by the governance entity, or the Te Korowai o Wainuiārua governance entity or both entities (as tenants in common); and

6.15.7 if Ngāti Hāua has not established a governance entity when the Crown's obligations to Te Korowai o Wainuiārua cease under the right of deferred selection referred to in clause 6.14 then there will be no shared right of deferred selection over the Raurimu Station property.

Shared RFR with Te Korowai o Wainuiārua over Raurimu Station Property

6.16 The settlement documentation is to provide that –

6.16.1 The governance entity and the Te Korowai o Wainuiārua governance entity have a shared right of first refusal (an RFR) in relation to a disposal by Landcorp Holdings Limited of the Raurimu Station property which is the land listed in Table 4 below that, on the date the RFR commences is held in fee simple by Landcorp Holdings Limited; and

6.16.2 The RFR is for a period of 182 years on and from the date that the RFR commences; and

6.16.3 The RFR commences on whichever of the following dates applies:

AGREEMENT IN PRINCIPLE

- (a) If the settlement date occurs after the Te Korowai o Wainuiārua settlement date, then the earlier of:
 - (i) the date that is 5 years after the Te Korowai o Wainuiārua settlement date; and
 - (ii) the settlement date; or
- (b) If the settlement date occurs on or before the Te Korowai o Wainuiārua settlement date, then the Te Korowai o Wainuiārua settlement date; and

6.16.4 The RFR becomes operative for the governance entity on either:

- (a) The settlement date if the settlement date occurs on or after the Te Korowai o Wainuiārua settlement date; or
- (b) The date the RFR commences if the settlement date occurs before that date; and

6.16.5 If the RFR commences but the settlement date has not occurred, then any RFR offer will not be made to the governance entity until the settlement date has occurred.

Table 4 – Raurimu Station property

Landholding Agency	Property Name/Address	General description/location
Landcorp Holdings Limited	Raurimu Station property	<i>South Auckland Land District – Ruapehu District</i> 2503.8638 hectares, more or less, being Sections 2, 3 and 4 SO 36593 and Lot 2 DP 394961. All record of title 382148 for the fee simple estate.

7 POTENTIAL REDRESS TO BE EXPLORED

Potential redress to be explored

- 7.1 The Crown offers to explore redress over the properties set out in Table 5 below.
- 7.2 This offer of potential redress may not result in any agreed redress.

Table 5 - Potential redress to be explored

Landholding Agency	Property Name/Address	General description/location	Conditions of transfer/ Specific conditions currently known
Land Information New Zealand	11060 – Okahukura Railway Yards	<i>South Auckland Land District – Ruapehu District</i> 6.32 hectares approximately, being Part Rangitoto Tuhua 55A and Part Rangitoto Tuhua 52F3. Subject to survey.	Potential three-year deferred selection property, and right of first refusal
Land Information New Zealand	11074 - Crown Land Taringamotu,	<i>South Auckland Land District – Ruapehu District</i> 0.3205 hectares more or less, being Crown Land (SO 21266). All <i>Gazette</i> , 1920 p 3043.	Redress mechanism to be explored
Land Information New Zealand	11683 – Raekohua Road, Tāngarākau	<i>Taranaki Land District – Stratford District</i> 0.75 hectares, approximately, being Part Railway Land (situated in Block VII Pouatu Survey District). Part <i>Gazette</i> 1932, p 2104.	Redress mechanism to be explored
Land Information New Zealand	11706 – Raekohua Road, Tāngarākau	<i>Taranaki Land District – Ruapehu District</i> 234.7177 hectares, more or less, being Part Maraekowhai A5D2. Part Proclamation 1148. 42.9978 hectares, more or less, being Part Maraekowhai A5D2. Part Proclamation 1219.	Redress mechanism to be explored

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		218.9349 hectares more or less, being Part Maraekowhai A5G2. Part Proclamation 1148. 360.1702 hectares, more or less, being Part Maraekowhai A4A. Part Proclamation 1148.	
Land Information New Zealand	11723 – Raekohua Road, Tāngarākau	<i>Taranaki Land District – Ruapehu District</i> 8.3213 hectares, more or less, being Part Maraekowhai A5D2. Part Proclamation 1142.	Redress mechanism to be explored
Land Information New Zealand	11727 – Heao Road, Tāngarākau	<i>Taranaki Land District – Ruapehu District</i> 124.8202 hectares more or less, being Part Maraekowhai A5G1 Block. Part Proclamation 1148.	Redress mechanism to be explored
Health New Zealand	Taumarunui Hospital	<i>Taranaki Land District – Ruapehu District</i> 15.4286 hectares, more or less, being Section 37 Block II Piopotea West Survey District. All record of title TNJ4/376 for the fee simple estate.	Redress mechanism to be explored
Ministry of Justice	Taumarunui District Court	<i>South Auckland Land District – Ruapehu District</i> 0.1163 hectares, more or less, being Section 11 and Part Section 9 Block VII Taumarunui Maori Township. All record of title SA52A/380 for the fee simple estate.	Possible deferred selection and sale and leaseback arrangements (land only) currently under investigation.
KiwiRail Holdings Limited	Unspecified land for rail purposes		Explore a right of first refusal

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



8 SOCIAL TRANSFORMATION REDRESS

- 8.1 In this clause 'Social Transformation Crown agencies' means:
- 8.1.1 Oranga Tamariki – Ministry for Children;
 - 8.1.2 The Ministry of Social Development;
 - 8.1.3 Kāinga Ora – Homes and Communities;
 - 8.1.4 The Ministry of Housing and Urban Development;
 - 8.1.5 The New Zealand Police;
 - 8.1.6 The Department of Corrections;
 - 8.1.7 The Ministry of Justice;
 - 8.1.8 The Ministry of Health;
 - 8.1.9 The Ministry of Business Innovation and Employment; and
 - 8.1.10 The Ministry of Education.
- 8.2 The deed of settlement will provide for Social Transformation Crown agencies to engage in good faith to develop high-level individual relationship agreements with the governance entity:
- 8.2.1 designed to recognise and support the social transformation aspirations of the governance entity; and
 - 8.2.2 including a provision to collaborate on issues and initiatives of mutual priority, either bi-laterally or via a multi-agency taskforce approach where appropriate.
- 8.3 Social Transformation Crown agencies will include an acknowledgement of the importance of Te Pou Tikanga to Ngāti Hāua in any agreed relationship agreements and to consider, in good faith, how they can instil the values through the development of the relationship agreements.
- 8.4 Social Transformation Crown agencies and the governance entity will consider including in the relationship agreements clauses which:
- 8.4.1 provide for agency consideration of potential ways to provide for decision making opportunities to Ngāti Hāua;
 - 8.4.1 require agencies and Ngāti Hāua to actively consider opportunities to collaborate on issues of mutual priority;

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- 8.4.2 allow the opportunity for Ngāti Hāua to provide agencies with a 'social transformation strategy' which they could work on with the Crown, if desired (and in consideration of agency capacity);
 - 8.4.3 commit Crown agencies to consider possible options to provide support for developing and implementing the strategy, including provision of data, resource capability i.e. secondments;
 - 8.4.4 provide for possible 'as needed' hui with senior officials of the Social Transformation Crown agencies.
- 8.5 The deed of settlement will provide for a post-settlement ministerial meeting to discuss the Ngāti Hāua social transformation strategy with the following Ministers:
- 8.5.1 The Minister of Education;
 - 8.5.2 The Minister of Social Development; and
 - 8.5.3 The Minister for Children.

9 RELATIONSHIP REDRESS

Crown Minerals Protocols

- 9.1 The deed of settlement is to require that the Minister of Energy and Resources issue the governance entity with a Crown minerals protocol, which will provide for the Crown's interaction with the governance entity in relation to specified matters.
- 9.2 Following the signing of this agreement in principle Ngāti Hāua will provide a statement for the Crown minerals protocol outlining their association with certain spiritual, cultural, historical and traditional values in relation to non-nationalised Crown minerals.

Whakaaetanga Tiaki Taonga

- 9.3 The following culture and heritage parties have agreed to enter into Whakaaetanga Tiaki Taonga with the governance entity:
- 9.3.1 Department of Internal Affairs Te Tari Taiwhenua, as the agency responsible for the National Library Te Puna Mātauranga o Aotearoa and Archives New Zealand Te Rua Mahara o Te Kāwanatanga; and
- 9.3.2 Ministry for Culture and Heritage Manatū Taonga; and
- 9.3.3 Museum of New Zealand Te Papa Tongarewa; and
- 9.3.4 Heritage New Zealand Pouhere Taonga.
- 9.4 The Whakaaetanga Tiaki Taonga will allow the parties to work together to develop a positive, collaborative and enduring relationship that puts the taonga aspirations of Ngāti Hāua at its centre.
- 9.5 The Whakaaetanga Tiaki Taonga will be issued to the governance entity through the deed of settlement.

Letters of introduction

- 9.6 The deed of settlement will provide for the Chief Executive of the Office for Māori Crown Relations - Te Arawhiti to write letters of introduction to the heads of the following organisations:
- 9.6.1 Ruapehu District Council; and
- 9.6.2 Ngā Taonga Sound & Vision.
- 9.7 The purpose of the letters is to raise the profile of Ngāti Hāua with these agencies in relation to the work of their agency. The text of the letters will be agreed between the mandated body and the Crown and issued as soon as practicable after the establishment of the governance entity and before the settlement date.

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Letter of recognition from the Director-General of the Ministry for Primary Industries

- 9.8 The deed of settlement will record that the Director-General of the Ministry for Primary Industries will write to the governance entity by the settlement date, outlining a letter of recognition from the Director-General of the Ministry for Primary Industries in relation to fisheries, and appointment as an advisory committee to the Minister for Oceans and Fisheries in relation to Fisheries management.
- 9.9 These instruments enable iwi who are not otherwise listed as recognised iwi organisations under Schedule 4 of the Māori Fisheries Act 2004 to have input into fisheries management.

A partnership framework with the Department of Conservation

- 9.10 The deed of settlement will provide for the Department of Conservation to enter into a partnership framework with the governance entity.
- 9.11 The parties intend that the partnership framework will consist of:
- 9.11.1 a partnership agreement to:
 - (a) enable the Department of Conservation and the governance entity to maintain a positive, collaborative and enduring relationship into the future; and
 - (b) set out the working relationship between the Department of Conservation and Ngāti Hāua; and
 - 9.11.2 a sites of significance framework under section 53 of the Conservation Act 1987 to be developed post-settlement that will provide an opportunity for Ngāti Hāua to engage in the management of sites of significance to them on public conservation land across their area of interest, excluding the Whanganui and Tongariro National Parks; and
 - 9.11.3 a cultural materials plan, to be developed post-settlement allowing Ngāti Hāua to authorise permitted gathering of materials for cultural use on specified public conservation land.

Relationship Instruments to be explored

- 9.12 The Ministry for the Environment has agreed to explore a relationship instrument with the governance entity.
- 9.13 Following the agreement in principle, the Crown will explore relationship instruments with additional Crown and non-Crown agencies, as agreed by the specific entities and Ngāti Hāua.
- 9.14 This offer of potential redress may not result in any agreed redress.

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Kiwirail relationship

- 9.15 Kiwirail and Ngāti Hāua record the following commitments agreed between KiwiRail and Ngāti Hāua, to be developed further for the deed of settlement and in a document form with the relationship instrument to be confirmed at the same time.
- 9.16 KiwiRail will:
- 9.16.1 work with Ngāti Hāua on the installation of signage and information boards at key locations as recognition of their historical connection to the railway;
 - 9.16.2 support the individual renaming of specific historical sites or stations;
 - 9.16.3 discuss and resolve how to include Ngāti Hāua historical information on tourism trains; and
 - 9.16.4 openly consider mutually beneficial commercial opportunities proposed by Ngāti Hāua.

10 TE WHAKAMAHUTANGA / CULTURAL REDRESS

Mā te piharau anō te piharau e whakatika.

General

- 10.1 All items of cultural redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 10.1.1 *the Crown confirming that any residual overlapping interests issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and*
- 10.1.2 *any other conditions specified in the cultural redress tables provided below and set out in clauses 3.5, 3.10 and 14.2 of this agreement in principle.*

Resource Management Act Reform

- 10.2 Redress which interacts with the Resource Management Act 1991 may be affected by the Crown's current work to reform the resource management system (the reforms). Should the reforms be enacted the Crown and Ngāti Hāua will engage to discuss how the redress will be carried over into the new system to ensure the intent of the redress is upheld.

Cultural Fund

- 10.3 On the settlement date, the Crown will pay the governance entity \$1.4 million for cultural purposes, in addition to the financial and commercial redress amount.
- 10.4 The deed of settlement will provide Ngāti Hāua with a contribution to a cultural revitalisation fund and social transformation strategy.
- 10.5 The value of the contribution will not be known until after the agreement in principle is signed, but before the deed of settlement is initialled as that is when the value of the components of the cultural package will be known.
- 10.6 The value of the Ngāti Hāua cultural package, which includes the cultural revitalisation fund at clause 10.4, will not be less than \$2.5 million.

Memorials

- 10.7 Officials will assist Ngāti Hāua, as appropriate, in discussions with Hutt City Council and Greater Wellington Regional Council in Heretaunga and Paremata regarding specified memorials on council land.

Statutory pardons for Matene Ruta Te Whareaitu and Te Rangiatea

- 10.8 Following the agreement in principle, the Crown will explore facilitating statutory pardons for Matene Ruta Te Whareaitu and Te Rangiatea.

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Potential cultural redress properties

- 10.9 The deed of settlement is to provide that the settlement legislation will vest in the governance entity those of the properties described in Table 6 below as potential cultural redress properties that the parties agree are to be cultural redress properties.
- 10.10 If the parties agree a potential cultural redress property is to be vested as a cultural redress property, it will be vested in the governance entity on the basis provided in Table 6 below.
- 10.11 The Ruapehu District Council has agreed in principle to the six properties that have the landholding agency as Ruapehu District Council as potential cultural redress properties subject to the conditions of vesting set out in Table 6.

Table 6 - Potential cultural redress properties

Landholding Agency	Name of area	General description/location	Conditions of vesting / Specific conditions currently known
Department of Conservation	Part Awahou Scenic Reserve	<i>Taranaki Land District – Stratford District</i> 20 hectares, approximately, being Part Section 21 Block IV Ngatimaru Survey District. Part Gazette 1905, p 760. Refer to Map 1 in Attachment 3	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Aorangi Scenic Reserve	<i>Taranaki Land District – Ruapehu District</i> 2.0234 hectares, more or less, being Section 4 Block XV Ohura Survey District. Part Gazette 1958, p 1562. Refer to Map 2 in Attachment 3	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Depot Road Conservation Area	<i>Wellington Land District – Ruapehu District</i>	Vest in fee simple

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		<p>0.1126 hectares, more or less, being Section 30 Block XI Retaruke Survey District.</p> <p>Refer to Map 3 in Attachment 3</p>	
Department of Conservation	Erua Local Purpose Reserve	<p><i>Wellington Land District – Ruapehu District</i></p> <p>4.35 hectares, approximately, being Part Section 24 Block VIII Manganui Survey District. Part <i>Gazette</i> 1936, p 1530.</p> <p>Refer to Map 4 in Attachment 3</p>	Subject to recreation reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Erua Recreation Reserve	<p><i>Wellington Land District – Ruapehu District</i></p> <p>4.0469 hectares, more or less, being Section 3 Block VI Town of Erua. Part <i>Gazette</i> 1910, p 3354.</p> <p>Refer to Map 5 in Attachment 3</p>	Subject to historic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Falls Conservation Area	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>0.75 hectares, approximately, being Crown Land Block VII Heao Survey District (SO 3675).</p> <p>Refer to Map 6 in Attachment 3</p>	Vest in fee simple
Department of Conservation	Hikurangi Scenic Reserve	<p><i>South Auckland Land District – Ruapehu District</i></p>	Vest fee simple estate as an undivided quarter share as tenants in common

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		<p>112.1910 hectares more or less, being Section 10 and Part Section 11 Block V Tuhua Survey District. Balance <i>Gazette</i> notice S175511.</p> <p>10.4700 hectares, more or less, being Lot 1 DPS 38085. All Transfer H716397.1.</p> <p>Refer to Map 7 in Attachment 3</p>	Subject to scenic reserve status with joint administration by Maniapoto and Ngāti Hāua
Department of Conservation	Kaiwhakauka Conservation Area	<p><i>Wellington Land District – Ruapehu District</i></p> <p>4.2262 hectares, more or less, being Section 13 Block III Whirinaki Survey District. All Proclamation 1993 and Part <i>Gazette</i> 1875, p 675.</p> <p>Refer to Map 8 in Attachment 3</p>	Vest in fee simple
Department of Conservation	Part Kakahi Conservation Area	<p><i>Wellington Land District – Ruapehu District</i></p> <p>Up to 6.85 hectares, approximately, being Parts Section 29 and Part Section 77 Block VI Hunua Survey District.</p> <p>Refer to Map 9 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Kirikau (No 3) Scenic Reserve and Marginal Strip – Kirikau Scenic Reserve	<p><i>Wellington Land District – Ruapehu District</i></p> <p>10.5699 hectares, more or less, being Sections 25 and 26 Block I Hunua Survey District. Part record of</p>	Vest in fee simple subject to new marginal strip and easement to protect public access to riverbank from road and river

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		<p>title WN217/90 for the fee simple estate.</p> <p>4.9 hectares, approximately, being Crown Land Block I Hunua Survey District (SO 16278).</p> <p>Refer to Map 10 in Attachment 3</p>	
Department of Conservation	Koiro Conservation Area	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>2.3345 hectares, more or less, being Section 16 Block VII Heao Survey District.</p> <p>Refer to Map 11 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Part Koiro Farms Conservation Area	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>Up to 10 hectares, approximately, being Part Lot 2 DP 14430. All <i>Gazette</i> notice 425176.2.</p> <p>Refer to Map 12 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Kouturoa Conservation Area	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.6930 hectares, more or less, being Section 34 Block X Kaitieke Survey District.</p> <p>Refer to Map 13 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Kururau Scenic Reserve	<p><i>Taranaki Land District – Ruapehu District</i></p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body

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		<p>4.5047 hectares, more or less, being Section 7 Block XV Ohura Survey District. All Transfer 394199.</p> <p>Refer to Map 14 in Attachment 3</p>	
Department of Conservation	Makokoti Conservation Area	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.0986 hectares, more or less, being Section 28 Block XI Retaruke Survey District.</p> <p>Refer to Map 15 in Attachment 3</p>	Vest in fee simple
Department of Conservation	Mangaoturu Scenic Reserve	<p><i>Wellington Land District – Ruapehu District</i></p> <p>3.0276 hectares, more or less, being Section 8 Block VIII Retaruke Survey District. Part <i>Gazette</i> 1907, p 998.</p> <p>Refer to Map 16 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Mangatiti Landing Local Purpose Reserve	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.5539 hectares, more or less, being Part Waimarino 5B8. All <i>Gazette</i> 1913, p 2115.</p> <p>Refer to Map 17 in Attachment 3</p>	Vest in fee simple
Department of Conservation	Maraekowhai Conservation Area	<p><i>Taranaki Land District – Ruapehu District</i></p>	Vest in fee simple

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		<p>0.0405 hectares, more or less being Section 10 Block VII Heao Survey District. All <i>Gazette</i> 1914, p 3779.</p> <p>Refer to Map 18 in Attachment 3</p>	
Department of Conservation	Marsack Conservation Area and Marginal Strip – Whanganui River	<p><i>Wellington Land District – Ruapehu District</i></p> <p>6.9176 hectares, more or less being Section 5 Block I Hunua Survey District.</p> <p>1.30 hectares, approximately, being Crown Land Block I Hunua Survey District (SO 17654).</p> <p>Refer to Map 19 in Attachment 3</p>	Vest in fee simple subject to new marginal strip and easement to protect public access to riverbank from road and river
Department of Conservation	Part Moki Conservation Area	<p><i>Taranaki Land District – Stratford District</i></p> <p>Up to 10 hectares, approximately, being Part Section 5 and Part Section 12 Block II Pouatu Survey District. Part <i>Gazette</i> 1925, p 2888.</p> <p>Refer to Map 20 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Moturoa Conservation Area	<p><i>Wellington Land District – Ruapehu District</i></p> <p>12.3454 hectares, more or less, being Section 1 Block I Ruapehu Survey District and Section 7 Block IV Manganui Survey District. All</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body

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		<p><i>Gazette</i> notice 511460.1.</p> <p>Refer to Map 21 in Attachment 3</p>	
Department of Conservation	Part Motutara Scenic Reserve	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>Up to 10 hectares, approximately, being Part Section 14 Block III Piopotea West Survey District. Part <i>Gazette</i> 1939, p 311.</p> <p>Refer to Map 22 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Part Neilsons Conservation Area	<p><i>Wellington Land District – Ruapehu District</i></p> <p>Up to 10 hectares, approximately, being Part Section 3 Block XII Retaruke Survey District.</p> <p>Refer to Map 23 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Ngamoturiki Scenic Reserve	<p><i>Wellington Land District – Ruapehu District</i></p> <p>7.7295 hectares, more or less, being Section 5 Block XII Retaruke Survey District. Part <i>Gazette</i> 1907, p 998.</p> <p>4.8562 hectares, more or less, being Section 13 Block IX Kaitieke Survey District. Part <i>Gazette</i> 1913, p 1659.</p> <p>Refer to Map 24 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body

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Department of Conservation	Ngataumata Scenic Reserve	<p><i>Wellington Land District – Ruapehu District</i></p> <p>3.0857 hectares, more or less, being Section 12 Block XII Retaruke Survey District. Part <i>Gazette</i> 1913, p 1659.</p> <p>Refer to Map 25 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Ōhura River Landing Local Purpose Reserve	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>1.7503 hectares, more or less, being Section 3 Block VI Heao Survey District. Part <i>Gazette</i> 1912, p 190.</p> <p>Refer to Map 26 in Attachment 3</p>	Vest in fee simple
Department of Conservation	Part Opatu Conservation Area	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>Up to 10 hectares, approximately, being Parts Opatu D Block and Crown Land (SO 5768). Part Proclamation 2515.</p> <p>Refer to Map 27 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Oruru Scenic Reserve	<p><i>Wellington Land District – Ruapehu District</i></p> <p>15.4185 hectares, more or less, being Section 6 Block XI Retaruke Survey District. Part <i>Gazette</i> 1907, p 998.</p> <p>Refer to Map 28 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body

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Department of Conservation	Paparoa Conservation Area	<p><i>Wellington Land District – Ruapehu District</i></p> <p>1.6110 hectares, more or less, being Sections 1, 2 and 3 SO 19108 and Part Waimarino CD3H. Part Proclamation 2156.</p> <p>Refer to Map 29 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Pukeatua Scenic Reserve and Part Pukeatua Conservation Area	<p><i>Wellington Land District – Ruapehu District</i></p> <p>5.6352 hectares, more or less, being Section 6 Block V Kaitieke Survey District. Part Gazette 1907, p 2135.</p> <p>Up to 4.4 hectares, approximately, being Part Section 8 Block V Kaitieke Survey District.</p> <p>Refer to Map 30 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Part Rangi Scenic Reserve	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>Up to 10 hectares, approximately, being Part Section 37 Block I Rangi Survey District. Part Gazette notice 261046.0.</p> <p>Refer to Map 31 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Raurimu Library Local Purpose Reserve	<p><i>Wellington Land District – Ruapehu District</i></p>	Vest in fee simple

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		<p>0.0676 hectares, more or less, being Lot 1 DP 5419.</p> <p>Refer to Map 32 in Attachment 3</p>	
Department of Conservation	Reserve C Conservation Area	<p><i>Wellington Land District – Ruapehu District</i></p> <p>3.4171 hectares, more or less, being Reserve C Block I Hunua Survey District. Part <i>Gazette</i> notice 452525.</p> <p>0.0402 hectares, more or less, being Part Section 16 Block I Hunua Survey District.</p> <p>Refer to Map 33 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Saddler Conservation Area	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>0.9434 hectares, more or less, being Sections 19 and 20 Block XVI Ohura Survey District. Part <i>Gazette</i> 1918, p 2563.</p> <p>Refer to Map 34 in Attachment 3</p>	Vest in fee simple
Department of Conservation	Part Sunshine Scenic Reserve	<p><i>Wellington Land District – Ruapehu District</i></p> <p>4.8110 hectares, more or less, being Section 43 Block I Hunua Survey District. All <i>Gazette</i> notice 576358.1.</p> <p>1.2773 hectares, more or less, being</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body

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		Reserve B Block I Hunua Survey District. Refer to Map 35 in Attachment 3	
Department of Conservation	Tahora Saddle Conservation Area	<i>Taranaki Land District – Stratford District</i> 0.3177 hectares, more or less, being Crown Land Block X Pouatu Survey District (SO 4800). Refer to Map 36 in Attachment 3	Vest in fee simple
Department of Conservation	Tahora Scenic Reserve (Tahorapāroa property)	<i>Taranaki Land District – Stratford District</i> 11.1359 hectares, more or less, being Lots 1 and 2 DP 8449 and Section 34 Block VI Pouatu Survey District. All <i>Gazette</i> notice 151558A. Refer to Map 37 in Attachment 3	Vest fee simple estate as an undivided half share as tenants in common Subject to scenic reserve status, with joint administration by Te Korowai o Wainuiārua and Ngāti Hāua
Department of Conservation	Part Tāngarākau Forest Conservation Area	<i>Taranaki Land District – Stratford District</i> 40.00 hectares, approximately, being Part Section 2 Block IX Heao Survey District. Refer to Map 38 in Attachment 3	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Tāngarākau Marginal Strip property	<i>Taranaki Land District – Stratford District</i> 1.1415 hectares, more or less, being	Vest fee simple estate as an undivided half share as tenants in common Subject to historic reserve status, with

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		<p>Sections 1 and 2 SO 561336.</p> <p>Refer to Map 39 in Attachment 3</p>	<p>joint administration by Ngāti Maru (Taranaki) and Ngāti Hāua</p>
Department of Conservation	Part Tangarakau Scenic Reserve	<p><i>Taranaki Land District – Stratford District</i></p> <p>Up to 10 hectares, approximately, being Part Section 2 Block III Pouatu Survey District. Part <i>Gazette</i> notice 314387.</p> <p>Refer to Map 40 in Attachment 3</p>	<p>Subject to scenic reserve status, with Ngāti Hāua as the administering body</p>
Department of Conservation	Part Tangitu Scenic Reserve	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>40.0000 hectares, more or less, being Sections 1 and 2 SO 564045. Part <i>Gazette</i> notice 294693.4.</p> <p>Refer to Map 41 in Attachment 3</p>	<p>Vest fee simple estate as an undivided half share as tenants in common</p> <p>Subject to scenic reserve status, with joint administration by Maniapoto and Ngāti Hāua.</p>
Department of Conservation	Part Tapui Scenic Reserve	<p><i>Wellington Land District – Ruapehu District</i></p> <p>Up to 10 hectares, approximately, being Part Section 16 Block IV Hunua Survey District. Part <i>Gazette</i> 1925, p 857.</p> <p>Refer to Map 42 in Attachment 3</p>	<p>Subject to scenic reserve status, with Ngāti Hāua as the administering body</p>
Department of Conservation	Tatu Scenic Reserve	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>4.6858 hectares, more or less, being Section 2 Village of</p>	<p>Subject to scenic reserve status, with Ngāti Hāua as the administering body</p>

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		<p>Tatu Suburban, and Section 29 Block XIII Ohura Survey District. All <i>Gazette</i> notice 192493.</p> <p>Refer to Map 43 in Attachment 3</p>	
Department of Conservation	Taumatamahoe Conservation Area	<p><i>Taranaki Land District – Whanganui District</i></p> <p>12.6 hectares, approximately, being Part Taumatamahoe 2B2B12.</p> <p>Refer to Map 44 in Attachment 3</p>	<p>Vest fee simple estate as an undivided half share as tenants in common</p> <p>Subject to scenic reserve status, with joint administration by Te Korowai o Wainuiārua and Ngāti Hāua</p>
Department of Conservation	Tawata Conservation Area	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.0253 hectares, more or less, being Part Section 7 Block III Retaruke Survey District. Part record of title WN301/215 for the fee simple estate.</p> <p>Refer to Map 45 in Attachment 3</p>	Vest in fee simple
Department of Conservation	Part Waihuka Scenic Reserve	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>20.0003 hectares, more or less, being Section 1 SO 562858. Part <i>Gazette</i> notice 160471.</p> <p>Refer to Map 46 in Attachment 3</p>	<p>Vest fee simple estate as an undivided half share as tenants in common</p> <p>Subject to scenic reserve status, with joint administration by Maniapoto and Ngāti Hāua</p>
Department of Conservation	Waipahihi Scenic Reserve	<p><i>Wellington Land District – Ruapehu District</i></p> <p>5.0586 hectares, more or less, being</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body

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		<p>Section 6 Block VII Retaruke Survey District. Part <i>Gazette</i> 1907, p 1236.</p> <p>Refer to Map 47 in Attachment 3</p>	
Department of Conservation	Waitea Conservation Area	<p><i>Wellington Land District – Ruapehu District</i></p> <p>2.6327 hectares, more or less, being Section 55 Block VI Hunua Survey District. Balance <i>Gazette</i> notice 959573.</p> <p>Refer to Map 48 in Attachment 3</p>	Vest in fee simple
Department of Conservation	Waitewhena Scenic Reserve	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>8.4984 hectares, more or less, being Part Sections 31 and 32 Block V Ohura Survey District. All <i>Gazette</i> 1915, p 3554. SO 7773.</p> <p>1.1634 hectares, more or less, being Section 35 and Parts Sections 32, 33 and 34 Block V Ohura Survey District. All <i>Gazette</i> 1926, p 1923. SO 6437 and 7802.</p> <p>0.4636 hectares, more or less, being Sections 38 and 39 Block V Ohura Survey District. All <i>Gazette</i> 1933, p 21. SO 7106,</p> <p>0.1821 hectares, more or less, being Subdivision 1 of</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body

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		<p>Section 36 Block V Ohura Survey District. Part <i>Gazette</i> 1926, p 3418. SO 6513.</p> <p>0.0104 hectares, more or less, being Section 58 Block V Ohura Survey District. Part <i>Gazette</i> notice 166766. SO 10022.</p> <p>1.2872 hectares, more or less, being Section 3 Block XV Town of Ohura. <i>Balance Gazette</i> 1931, p 11.</p> <p>All <i>Gazette</i> 1984, p 3621.</p> <p>Refer to Map 49 in Attachment 3</p>	
Department of Conservation	Whakapapa Island Scenic Reserve	<p><i>Wellington Land District – Ruapehu District</i></p> <p>61.5122 hectares, more or less, being Parts Section 86 Block VI Hunua Survey District. All <i>Gazette</i> 1931, p 2207 and All <i>Gazette</i> notice 405289.1.</p> <p>Refer to Map 50 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Department of Conservation	Part Whangamōmona Forest Conservation Area	<p><i>Taranaki Land District – Stratford District</i></p> <p>27.1139 hectares, more or less, being Section 1A Block X Mahoe Survey District. Part <i>Gazette</i> 1965, p 1333.</p> <p>37.88 hectares, approximately, being</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body

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		<p>Part Section 12 Block XI Mahoe Survey District.</p> <p>Refer to Map 51 in Attachment 3</p>	
Department of Conservation	Whanganui River (no. 100) Scenic Reserve	<p>Taranaki Land District – Ruapehu District</p> <p>2.7771 hectares, more or less, being Parts Section 6 Block II Piopio West Survey District. Part <i>Gazette</i> 1915, p 2.</p> <p>Refer to Map 52 in Attachment 3</p>	Subject to scenic reserve status, with Ngāti Hāua as the administering body
LINZ (Treaty Settlements Landbank)	2 – 8 Kirikau Valley Road, Former Kirikau school, Kirikau (PF 1927)	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.6070 hectares, more or less, being Section 31 Block III Retaruke Survey District. All record of title WN456/273 for the fee simple estate.</p> <p>Refer to Map 53 in Attachment 3</p>	Vest fee simple
LINZ (Treaty Settlements Landbank)	Former Kakahī School, 15 Mohio Road, Kakahi (PF 2027)	<p><i>Wellington Land District – Ruapehu District</i></p> <p>1.7053 hectares, more or less, being Section 1 SO 522593. All record of title 879156 for the fee simple estate.</p> <p>Refer to Map 54 in Attachment 3</p>	Vest fee simple
LINZ (Treaty Settlements Landbank)	42 Taitua Street/Railway, Piriaka (PF 838)	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.1186 hectares, more or less, being</p>	Vest fee simple

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		<p>Lot 1 DP 76898. All record of title WN43C/558 for the fee simple estate.</p> <p>Refer to Map 55 in Attachment 3</p>	
LINZ (Treaty Settlements Landbank)	44-68 Taitua Street, Piriaka (PF 849)	<p><i>Wellington Land District – Ruapehu District</i></p> <p>1.3481 hectares, more or less, being Lot 2 DP 76898. All record of title WN43C/559 for the fee simple estate.</p> <p>Refer to Map 56 in Attachment 3</p>	Vest fee simple
Ruapehu District Council / Department of Conservation	Manunui Domain	<p><i>Wellington Land District – Ruapehu District</i></p> <p>25.9311 hectares, more or less, being Sections 140, 141, 144, 150 and Part Section 15 Manunui Village. All record of title 390957 for the fee simple estate.</p> <p>Refer to Map 57 in Attachment 3</p>	Subject to reserve status (with the administering body and the reserve classification to be confirmed), Ruapehu District Council passing formal resolutions in support and third-party interests and assets being protected
Ruapehu District Council / Department of Conservation	Matiere Domain Recreation Reserve	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>2.4585 hectares, more or less, being Section 32 Block XV Aria Survey District. All Gazette notice 294879.4.</p> <p>Refer to Map 58 in Attachment 3</p>	Subject to recreation reserve status (with the administering body to be confirmed), Ruapehu District Council passing formal resolutions in support and third-party interests and assets being protected

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Ruapehu District Council / Department of Conservation	Ohura Bowling Club and Recreation Reserve	<p><i>Taranaki Land District – Ruapehu District</i></p> <p>0.9965 hectares, more or less, being Section 12 Block IX Town of Ohura. All record of title TN232/56 for the fee simple estate.</p> <p>Refer to Map 59 in Attachment 3</p>	Subject to recreation reserve status (with the administering body to be confirmed), Ruapehu District Council passing formal resolutions in support and third-party interests and assets being protected
Ruapehu District Council / Department of Conservation	Puketotara (Sunshine) Reserve A	<p><i>Wellington Land District – Ruapehu District</i></p> <p>9.9907 hectares, more or less, being Reserve A Block I Hunua Survey District.</p> <p>Refer to Map 60 in Attachment 3</p>	Subject to scenic reserve status (with the administering body to be confirmed), Ruapehu District Council passing formal resolutions in support and third-party interests and assets being protected
Ruapehu District Council / Department of Conservation	Part Taumarunui & Rangaroa Domain (Cherry Grove Domain)	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>1.6187 hectares, more or less, being Taumarunui Papakainga 21. All record of title SA378/279 for the fee simple estate.</p> <p>3.5410 hectares, more or less, being Taumarunui Papakainga 22. All record of title SA399/267 for the fee simple estate.</p> <p>Refer to Map 61 in Attachment 3</p>	Subject to recreation reserve status (with the administering body to be confirmed), Ruapehu District Council passing formal resolutions in support and third-party interests and assets being protected

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Ruapehu District Council / Department of Conservation	Part Tuku Street Domain	<p><i>South Auckland Land District – Ruapehu District</i></p> <p>1.0117 hectares, more or less, being Allotment A4A Block XIX Taumarunui Maori Township. All Gazette notice S101009.</p> <p>Refer to Map 62 in Attachment 3</p>	Subject to recreation reserve status (with the administering body to be confirmed), Ruapehu District Council passing formal resolutions in support and third-party interests and assets being protected.
Ministry of Education	Manunui School (land only)	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.8094 hectares, more or less, being Sections 29 and 30 Manunui Village Settlement. All record of title WN635/94 for the fee simple estate.</p> <p>0.5332 hectares, more or less, being Lots 3 and 4 DP 17985, Parts Section 36 and Part Section 37 Manunui Village Settlement. All Proclamation 5710.</p> <p>Refer to Map 63 in Attachment 3</p>	Subject to Crown leaseback

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

Manunui School

- 10.12 Vesting and leaseback of Manunui School will be subject to standard Ministry of Education policies and operational considerations. Vesting and leaseback of Manunui School is for land only and is subject to an agreed registrable ground lease for the property with ownership of the improvements remaining unaffected by the transfer.
- 10.13 Availability of Manunui School is subject to the lease being agreed one month prior to initialling of the deed of settlement.

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10.14 Manunui School will cease to be a cultural redress property if before the date the settlement legislation is enacted 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.

Overlay classification

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

10.15.1 declare the area described in Table 7 below as subject to an overlay classification; and

10.15.2 provide the Crown's acknowledgement of a statement of Ngāti Hāua values in relation to the area; and

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

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

(i) the statement of Ngāti Hāua values; and

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

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

(i) consult with the governance entity; and

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

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

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

Table 7 – Overlay classification

Overlay areas to which the overlay classification is to apply	General description/location
Part Tongariro Conservation Area – 15,743 ha	Refer to map 64 in Attachment 3

Statutory acknowledgements

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

10.16.1 provide the Crown's acknowledgement of the statements by Ngāti Hāua of their particular cultural, spiritual, historical, and traditional association with each of

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the areas described in Table 8 below as statutory areas to the extent that those areas are owned by the Crown; and

- 10.16.2 require relevant consent authorities, the Environment Court, and the Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
- 10.16.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area; and
- 10.16.4 require relevant consent authorities to forward to the governance entity a copy of a resource consent application notice under section 145(10) of the Resource Management Act 1991; and
- 10.16.5 enable the governance entity, and any member of Ngāti Hāua, to cite the statutory acknowledgement as evidence of the settling group's association with a statutory area.

Table 8 – Statutory acknowledgements

Statutory areas to which the statutory acknowledgement is to apply	General description/location
Hawkin's Wetland Scenic Reserve	Refer to map 65 in Attachment 3
Hikumutu Scenic Reserve	Refer to map 66 in Attachment 3
Hukapapa Conservation Area	Refer to map 67 in Attachment 3
Hunua Conservation Area	Refer to map 68 in Attachment 3
Kaituna No. 2 Scenic Reserve	Refer to map 69 in Attachment 3
Part Kakahi Conservation Area (excluding any area to vest)	Refer to map 70 in Attachment 3
Kakahi Scenic Reserve	Refer to map 71 in Attachment 3
Kawautahi Scenic Reserve	Refer to map 72 in Attachment 3
Kirikau No. 4 Scenic Reserve	Refer to map 73 in Attachment 3
Kirikau No. 5 Scenic Reserve	Refer to map 74 in Attachment 3
Kokakonui Scenic Reserve	Refer to map 75 in Attachment 3
Lairdvale Scenic Reserve	Refer to map 76 in Attachment 3
Marginal Strip – Whakapapa River	Refer to map 77 in Attachment 3
Part Mohakatino Conservation Area (subject to agreement over which part)	Refer to map 78 in Attachment 3
Part Motutara Scenic Reserve (excluding any area to vest)	Refer to map 79 in Attachment 3
Part Neilsons Conservation Area (excluding any area to vest)	Refer to map 80 in Attachment 3
Ohinepane Recreation Reserve	Refer to map 81 in Attachment 3
Ohinetonga Scenic Reserve	Refer to map 82 in Attachment 3
Okahukura Scenic Reserve	Refer to map 83 in Attachment 3
Part Opatu Conservation Area (excluding any area to vest)	Refer to map 84 in Attachment 3

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Otunui Conservation Area	Refer to map 85 in Attachment 3
Ōwhango Domain Recreation Reserve	Refer to map 86 in Attachment 3
Paorae Scenic Reserve	Refer to map 87 in Attachment 3
Papapotu Scenic Reserve	Refer to map 88 in Attachment 3
Parapara Scenic Reserve	Refer to map 89 in Attachment 3
Part Pukeatua Conservation Area (excluding any area to vest)	Refer to map 90 in Attachment 3
Part Rangi Scenic Reserve (excluding any area to vest)	Refer to map 91 in Attachment 3
Rangitatea Conservation Area	Refer to map 92 in Attachment 3
Raurimu Spiral Scenic Reserve	Refer to map 93 in Attachment 3
Reserve E Conservation Area	Refer to map 94 in Attachment 3
Retaruke Scenic Reserve	Refer to map 95 in Attachment 3
Rotokahu Scenic Reserve	Refer to map 96 in Attachment 3
Part Tāngarākau Forest Conservation Area (excluding any area to vest)	Refer to map 97 in Attachment 3
Tangarakau Scenic Reserve (excluding any area to vest)	Refer to map 98 in Attachment 3
Part Tapui Scenic Reserve (excluding any area to vest)	Refer to map 99 in Attachment 3
Part Taumarunui & Rangaroa Domain – Tuhua Domain/Golf Course	Refer to map 100 in Attachment 3
Te Maire Scientific Reserve	Refer to map 101 in Attachment 3
Te Rauateti Scenic Reserve	Refer to map 102 in Attachment 3
The Ratas Scenic Reserve	Refer to map 103 in Attachment 3
Toi Conservation Area	Refer to map 104 in Attachment 3
Tunnel Hill Scenic Reserve	Refer to map 105 in Attachment 3
Waimarino Scientific Reserve	Refer to map 106 in Attachment 3
Waireka Conservation Area	Refer to map 107 in Attachment 3
Whakapapa Gorge Scenic Reserve	Refer to map 108 in Attachment 3
Whangamomona Scenic Reserve	Refer to map 109 in Attachment 3
<p>12 Puna Wai sites located within the following public conservation lands:</p> <ul style="list-style-type: none"> • Heao Puna – Waiaraia Scenic Reserve • Moetohunga Puna – Pokoera Scenic Reserve • Pohoare Puna – Rotokahu Scenic Reserve • Rere Taruke Puna – Erua Conservation Area • Tāngarākau Puna – Waitaanga Conservation Area • Tangitū Puna 1 – Tangitu Scenic Reserve 	<p>Indicative locations of Puna Wai are shown on map 110 in Attachment 3. Specific locations to be agreed with the Crown and consent of Te Pou Tupua as relevant</p>

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<ul style="list-style-type: none"> • Tangitū Puna 2 – Tangitu Scenic Reserve • Tangitū Puna 3 – Tangitu Scenic Reserve • Tangitū Puna 4 – Tangitu Scenic Reserve • Waitaangata Puna 1 – Mangaroa Scenic Reserve • Waitaangata Puna 2 – Mangaroa Scenic Reserve • Waitaangata Puna 3 – Mangaroa Scenic Reserve 	
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Deeds of recognition

10.17 The deed of settlement is to require that the Crown provide the governance entity with the deed of recognition in relation to the statutory areas referred to in Table 9 below to the extent that those areas are owned and managed by the Crown.

10.18 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 –

10.18.1 consult the governance entity; and

10.18.2 have regard to its views concerning Ngāti Hāua association with the statutory area as described in a statement of association.

Table 9 – Deed of recognition, issued by the Minister of Conservation and the Director-General of Conservation

Statutory areas to which the deed of recognition is to apply	General description/location
Kawautahi Scenic Reserve	Refer to map 72 in Attachment 3
Marginal Strip – Whakapapa River	Refer to map 77 in Attachment 3
Part Mohakatino Conservation Area (subject to agreement over which part)	Refer to map 78 in Attachment 3
Part Motutara Scenic Reserve (excluding any area to vest)	Refer to map 79 in Attachment 3
Part Tāngarākau Forest Conservation Area (excluding any area to vest)	Refer to map 97 in Attachment 3
Tangarakau Scenic Reserve (excluding any area to vest)	Refer to map 98 in Attachment 3
Te Maire Scientific Reserve	Refer to map 101 in Attachment 3
Whangamomona Scenic Reserve	Refer to map 109 in Attachment 3

Area of Interest Statement

10.19 The deed of settlement will provide for an area of interest statement. This area of interest statement is deemed to be part of any relevant Conservation Management Strategy, until

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it comes up for review, when it would be inserted as an appendix into any relevant Conservation Management Strategies, including the following:

- 10.19.1 Tongariro-Taupō;
- 10.19.2 Taranaki-Whanganui; and
- 10.19.3 Waikato.

Tongariro – Taupō Conservation Board

- 10.20 The deed of settlement will provide for a Ngāti Hāua nomination for a member on the Tongariro-Taupō Conservation Board on an interim basis from the Ngāti Hāua settlement date until the settlement date of the last Whanganui Iwi Large Natural Group with interests in the Conservation Board area.
- 10.21 The point at which the last Whanganui Iwi Large Natural Group with interests in the Conservation Board has reached settlement date is considered the appropriate time to reconsider all the Whanganui Iwi Large Natural Group interests in the Conservation Board area.
- 10.22 The Tongariro National Park negotiations may conclude prior to the last Whanganui Iwi Large Natural Group settling. This means the provision of a specific Ngāti Hāua seat, on an interim basis could be affected by the future collective negotiations over the Tongariro National Park. The Tongariro National Park negotiations are likely to involve an examination of governance (and management) arrangements for the Tongariro National Park, which may include considering the membership and functions of the Tongariro-Taupō Conservation Board.

Offer to explore governance and/or management arrangements

- 10.23 Following the agreement in principle, to respond to Ngāti Hāua aspirations for involvement in decision-making and/or administration with Department of Conservation over areas of public conservation land (excluding National Parks) and public conservation land transferred to Ngāti Hāua in settlement, the Crown will explore other opportunities for governance and/or management arrangements for the governance entity with the Department of Conservation which may include arrangements such as:
 - 10.23.1 opportunities for joint administration;
 - 10.23.2 opportunities for a management agreement; and
 - 10.23.3 a statutory advisory body for a single, large area of public conservation land.

Nohoanga

- 10.24 The deed of settlement will provide for the settlement legislation to provide for the governance entity to have nohoanga within the following public conservation land, subject to survey and the agreement of the location of, including appropriate access to, each nohoanga with the Crown:

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- 10.24.1 Waiaraia Scenic Reserve;
- 10.24.2 Kopuha Scenic Reserve;
- 10.24.3 Tatu Conservation Area;
- 10.24.4 Tongariro Conservation Area: Panepane;
- 10.24.5 Tangarakau Scenic Reserve;
- 10.24.6 Kaituna Scenic Reserve;
- 10.24.7 Waitaanga Conservation Area;
- 10.24.8 Nihoniho Conservation Area;
- 10.24.9 Te Ruahine Scenic Reserve; and
- 10.24.10 Mangaorakei North Scenic Reserve.

Placement of Pou

- 10.25 Following the signing of the agreement in principle, the parties will explore the placement of pou (markers of cultural significance) on public conservation land subject to the agreement of the location of each pou with the Crown. The costs associated with the pou and their placement lie with Ngāti Hāua.

Potential official geographic names

- 10.26 The Crown invites Ngāti Hāua to develop a list of new and altered place names for geographic features within their area of interest for proposing to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa, to be considered through the Board's Treaty place names process. The Crown will present the proposed names to the Board for consideration. The deed of settlement is to provide for the settlement legislation to provide for each of the names listed in the deed of settlement to be the official geographic names of the features if the parties agree. The Crown acknowledges Ngāti Hāua seek to have the proposed official geographic names listed in Table 10 as official geographic names.

Table 10 – Proposed official geographic names

Existing official or recorded geographic name	Proposed official geographic name	General description of location/feature
Nihoniho	Te Niho o te Kiore	locality
Waitaanga	Waitaangata	locality
Waitaanga Stream	Waitaangata Stream	stream
Lake Hawkes	Lake Pohoare	lake
Unnamed (local use name Port Arthur)	Te Kerikeri	hill

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Mineral Fossicking Rights

10.27 The deed of settlement will provide for mineral fossicking rights over:

10.27.1 kōkōwai (red ochre – natural clay earth pigment);

10.27.2 pākohe (metamorphosed indurated mudstone, otherwise known as argillite);

10.27.3 matā/tuhua (black obsidian – volcanic glass);

10.27.4 onewa (basalt/greywacke – dark grey stone);

10.27.5 paru (black mud); and

10.27.6 mangaweka/pukepoto (blue clay).

Cultural redress non-exclusive

10.28 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.

11 NATIONAL PARK

Tongariro National Park

Aspirations of Ngāti Hāua for the Tongariro National Park

- 11.1 Ngāti Hāua consider that their interests in the Tongariro National Park have never been adequately recognised by the Crown and they have not had adequate opportunity to be involved in the national park management.
- 11.2 Ngāti Hāua seek, in recognition of their mana motuhake, the restoration of their tino rangatiratanga and kaitiakitanga over their interests within the Tongariro National Park and have a number of aspirations with respect to the Park that include:
- 11.2.1 new and appropriate arrangements for the ownership and legal status of Tongariro National Park that are consistent with kawa and tikanga and the partnership of Ngāti Hāua and the Crown; and
 - 11.2.2 tangata whenua and the Crown acting in partnership in the governance and integrated management of Tongariro National Park, in accordance with the kawa, tikanga and values of Ngāti Hāua and other tangata whenua; and
 - 11.2.3 appropriate protection and conservation of Tongariro National Park, in keeping with Ngāti Hāua's kawa, tikanga and values.

Future Tongariro National Park negotiations

- 11.3 The Crown acknowledges the significance and critical importance of the Tongariro National Park to Ngāti Hāua and that redress associated with the Park, to be negotiated collectively in a separate negotiation, is fundamental to Ngāti Hāua.
- 11.4 Cultural redress focusing on current and future arrangements for the Tongariro National Park will be negotiated separately and collectively with Ngāti Hāua and other iwi who have interests in the Tongariro National Park.
- 11.5 The Crown is committed to collectively negotiating redress over the Tongariro National Park in good faith. The Crown is also committed to addressing the grievances of Ngāti Hāua in relation to the Tongariro National Park.

Whanganui National Park

Aspirations for Ngāti Hāua for the Whanganui National Park

- 11.6 Ngāti Hāua consider they have significant tangata tiaki responsibilities in regard to the whenua and other taonga situated within the Whanganui National Park.
- 11.7 Ngāti Hāua have a number of aspirations with respect to the Whanganui National Park negotiations including:

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- 11.7.1 the ability of hapū and iwi with interests in the Whanganui National Park to exercise tino rangatiratanga over it; and
- 11.7.2 values-based arrangement with the Crown in regard to the future arrangements for the Whanganui National Park.

Future Whanganui National Park negotiations

- 11.8 The Crown acknowledges the significance and critical importance of the Whanganui National Park to Ngāti Hāua and that redress associated with the Park, to be negotiated collectively in a separate negotiation, is fundamental to Ngāti Hāua.
- 11.9 The Waitangi Tribunal found that the Crown acquired land within the Whanganui National Park in breach of Te Tiriti o Waitangi/The Treaty of Waitangi.
- 11.10 Cultural redress focusing on current and future arrangements for the Whanganui National Park will be a separate collective negotiation with Ngāti Hāua and other iwi who have interests in the Whanganui National Park.
- 11.11 The Crown is committed to collectively negotiating redress over the Whanganui National Park in good faith. The Crown is also committed to addressing the grievances of Ngāti Hāua in relation to the Whanganui National Park.

12 OVERLAPPING INTERESTS PROCESS

Process for resolving overlapping interest

- 12.1 The development of this agreement in principle has been informed by the overlapping interests process set out in attachment 2, which the parties agreed to implement following the signing of the terms of negotiation specified at clause 1.19.
- 12.2 The Crown is ultimately responsible and accountable for the overall overlapping interests process and it must act in accordance with its Treaty obligations. The Crown –
- 12.2.1 has a duty to act in good faith to other claimant groups (including those who have already settled with the Crown (the **settled groups**)) who have interests in the Ngāti Hāua area of interest (refer attachment 1); and
 - 12.2.2 must ensure it actively protects the interests of other claimant groups (whether already mandated or not) and settled groups; and
 - 12.2.3 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 Hāua.
- 12.3 Following the signing of this agreement in principle, parties will work together with groups with overlapping interests to resolve any remaining overlapping interests issues in relation to redress. If after working together overlapping interests issues relating to the redress remain unresolved, the Crown may make a final decision. In reaching any decisions on redress within areas of overlapping interests, the Crown is guided by two general principles:
- 12.3.1 the Crown's wish to reach a fair and appropriate settlement with Ngāti Hāua without compromising the existing settlements of settled groups; and
 - 12.3.2 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.
- 12.4 Separate to the Crown's process, Ngāti Hāua are undertaking their own ongoing discussion with overlapping groups.
- 12.5 The process for resolving remaining overlapping interests matters is set out in Table 11 below.

Table 11 – Next steps in overlapping interests process for Ngāti Hāua

Next steps	Timeframe
Agreement in principle uploaded to the Office of Māori – Crown Relations - Te Arawhiti (Te Arawhiti) website.	November 2022
Te Arawhiti writes to all overlapping groups advising of the agreement in principle, seeking submissions (written confirmation of	November 2022

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support, agreement reached with Ngāti Hāua or identification of issues for discussion).	
Overlapping groups to provide submissions to Te Arawhiti. Te Arawhiti will collate all letters of submission from groups. Ngāti Hāua to report back on engagement with overlapping groups and advise of any agreements reached.	Date to be confirmed
Te Arawhiti, Ngāti Hāua and affected overlapping groups to agree a process to resolve issues. Te Arawhiti assesses submissions and reports to the Minister for Treaty of Waitangi Negotiations: <ul style="list-style-type: none"> • providing an update on overlapping interests; and • if there are issues, advising of a process to resolve them. 	Date to be confirmed
Meetings between Ngāti Hāua and overlapping groups. Crown to attend meetings if requested. Process to involve facilitated discussions if required. Groups to agree on a solution to issues. If no agreement is reached, then Te Arawhiti will seek a preliminary decision on unresolved issues.	Date to be confirmed
The Minister for Treaty of Waitangi Negotiations to advise overlapping groups of preliminary decision on any unresolved issues. Officials from Te Arawhiti will be available to discuss the decisions.	Date to be confirmed
Responses from affected overlapping groups to the Minister for Treaty of Waitangi Negotiations' decisions.	Date to be confirmed
Te Arawhiti report to the Minister for Treaty of Waitangi Negotiations on final decisions on overlapping interests and Ngāti Hāua settlement package.	Date to be confirmed
The Minister of Treaty of Waitangi Negotiation writes to groups informing of final decisions on overlapping interests and inviting to meet with them to discuss. Cabinet consideration of Ngāti Hāua settlement package.	Date to be confirmed
Parties aim to initial deed of settlement	Date to be confirmed

Specific overlapping interests matters

- 12.6 Ngāti Hāua acknowledges that they have not reached agreement with Te Korowai o Wainuiārua regarding some proposed redress within the overlapped areas of interest between Ngāti Hāua and Te Korowai o Wainuiārua.
- 12.7 Ngāti Hāua is committed to meeting with Te Korowai o Wainuiārua kanohi ki te kanohi to resolve overlapping interests issues prior to initialling a deed of settlement.
- 12.8 The Crown is committed to supporting the two groups to reach agreement prior to any decision by the Crown to confirm redress for inclusion in the Ngāti Hāua deed of settlement.

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13 TE WHAKATUPU PŪTEA ME NGĀ TĀKE / INTEREST AND TAX

Interest

13.1 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, less any on-account payment, specified in clause 6.2, –

13.1.1 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.

13.1.2 The interest is to be –

- (a) subject to any tax payable; and
- (b) payable after withholding any tax required by legislation to be withheld.

Tax

13.2 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.

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

13.3.1 an input credit for GST purposes; or

13.3.2 a deduction for income tax purposes.

14 TE ARA WHAKAMUA / NEXT STEPS

Disclosure information

- 14.1 The Crown will, as soon as reasonably practicable, prepare and provide to Ngāti Hāua disclosure information in relation to each potential cultural redress property; and

Resolution of final matters

- 14.2 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 –

- 14.2.1 the terms of the –

- (a) historical account; and
- (b) Crown's acknowledgements and apology; and

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

- 14.2.3 the transfer values of the commercial redress properties (in accordance with the valuation process in schedule 3, or by another valuation process as agreed in writing between the landholding agency and Ngāti Hāua); and

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

- 14.2.5 the initial annual rent for any leaseback commercial redress property other than a school site⁷; and

- 14.2.6 the official geographic names from the potential official geographic names in the redress table; and

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

- (a) the cultural redress; and
- (b) the transfer of the commercial redress properties; and

⁷ 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.

AGREEMENT IN PRINCIPLE

- (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

14.2.8 the following documents:

- (a) the statement of Ngāti Hāua values and the protection principles in relation to the overlay classification area; and
- (b) Ngāti Hāua statements of association for each of the statutory areas; and
- (c) the deeds of recognition; and
- (d) the protocols; and
- (e) partnership framework with the Department of Conservation; and
- (f) relationship agreements with Social Transformation Crown agencies; and
- (g) Whakaaetanga Tiaki Taonga with culture and heritage parties; and
- (h) the settlement legislation; and

14.2.9 all other necessary matters.

Redress to be explored

- 14.3 The parties will enter into exploratory discussions in relation to the matters outlined in clauses 7.1, 9.15, 9.16, 10.8, 10.21 and 10.23 following the signing of the agreement in principle and before initialling a deed of settlement.

Development of governance entity and ratification process

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

- 14.4.1 form a single governance entity that the Crown is satisfied meets the requirements of clause 15.1.2(a); and
- 14.4.2 develop a ratification process referred to clause 15.1.2(a) that is approved by the Crown.

15 CONDITIONS

Entry into deed of settlement conditional

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

15.1.1 Cabinet agreeing to the settlement and the redress; and

15.1.2 the Crown being satisfied Ngāti Hāua have –

(a) established a governance entity that –

(i) is appropriate to receive the redress; and

(ii) provides, for Ngāti Hāua –

(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 Hāua's behalf.

Settlement legislation

15.2 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.

15.3 This draft settlement bill will provide for all matters for which legislation is required to give effect to the deed of settlement.

15.4 The draft settlement bill must:

15.4.1 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

15.4.2 be in a form that is satisfactory to Ngāti Hāua and the Crown.

AGREEMENT IN PRINCIPLE

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

Settlement conditional on settlement legislation

- 15.6 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.

16 KŌRERO WHĀNUI / GENERAL

Nature of this agreement in principle

16.1 This agreement in principle –

16.1.1 is entered into on a without prejudice basis; and

16.1.2 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

16.1.3 is non-binding; and

16.1.4 does not create legal relations.

Termination of this agreement in principle

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

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

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

Definitions

16.5 In this agreement in principle –

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

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

Interpretation

16.6 In this agreement in principle –

16.6.1 headings are not to affect its interpretation; and

16.6.2 the singular includes the plural and vice versa.

16.7 Provisions in –

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

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

AGREEMENT IN PRINCIPLE

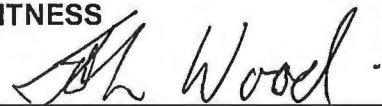
SIGNED on 22nd day of October, 2022

SIGNED for and on behalf of THE CROWN by -

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


Hon Andrew Little


WITNESS

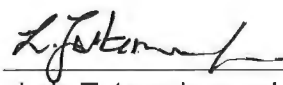

Name: Dr John Wood.


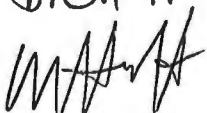
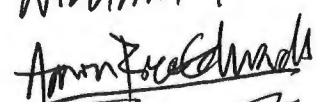
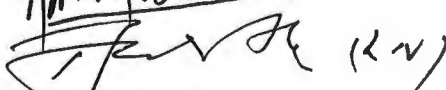

Occupation: Chief Crown Negotiator.

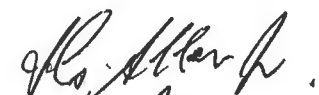
Address: Kaitiaki

SIGNED for and on behalf of Ngāti Hāua by:


Graham Bell
Chair
Ngāti Hāua Iwi Trust


Lois Tutemahurangi
Deputy Chair
Ngāti Hāua Iwi Trust


Brett Anderson

WILLIAM HUCH

Ann Foulds

Brett Kere

James


Joanne
Joanne Wahepa
Teresa Hall
J. R. New



AGREEMENT IN PRINCIPLE

Members of Ngāti Hāua and other witnesses who support the agreement in principle:

Waharoa

*Shirley
Hume*

E. Greenleigh

Jim Internahurangi

W. O'Farrell

*Wairangi Humphreys -
Margaret O'Hara*

Lee Hill

Alfred Hill

John Hill

Tracy E. P. Taraka - Whaitangi

John Hill

Kohatu Topine

Brenda Takine

Taku Hill


J. Hill

Johna Fettihiri Twikau

Rikanga Twikau

AGREEMENT IN PRINCIPLE

Members of Ngāti Hāua and other witnesses who support the agreement in principle:



Waimirangi Ketu

Phillie deMalande Davis

Tanya Amohia Strubler

Elise Te Hau Whakareke Adams

Kawau Adams

Tawa

Norina McGuckin (Turoa/Metekingi)

Marguerite McGuckin (Turoa/Metekingi)

Antoinette McGuckin (Turoa/Metekingi)

Carl Allen

Patricia Kingi Tepe

Faddy. Arakanga



Steve Houpa Pa.

Warata Elizabeth Bell (Cousin)



L. L. Lamakehu

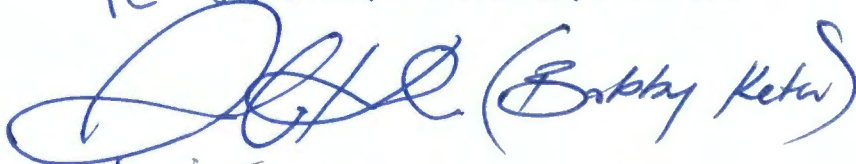
Jonny Houpa Pa

AGREEMENT IN PRINCIPLE

Members of Ngāti Hāua and other witnesses who support the agreement in principle:

Āria Rice - Edwards

Te auauvi Riceedwards

 (Erika Ketu)

Hepi Iwikau

~~NTWIAN~~ Bell

~~Shayley~~

Tekahitanga tetewhere
TAHI Iwikau

Hocni Whatabangi

Koston Teriini

Valma Alexandria Warahi (Wallace)

Te Waaka Nehuora Tettera Warahi (Boho)

BEVERLEY TE RUPE HEMOP G

TESS TE RUPE MAIDEN NAME HUSBY IKE HEMOP G

ZEN Turanga

PAULA MOTU MAAKA REHU

Harata Te Tawhero

TKM OTMAN

Orewa, Tahere.

SCHEDULES

ARE 22

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 Ngāti Hāua, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that –

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

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

(ii) under legislation; or

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

(iv) from fiduciary duty; or

(v) otherwise; and

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

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

(ii) by or under legislation; and

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

(a) Wai 764 – Piriaka School Land (Taumarunui) claim;

(b) Wai 1191 – Ngāti Hinewai Land claim;

(c) Wai 1505 – Te Patutokotoko and Ngāti Heke (Bell) claim;

(d) Wai 2156 – Ngāti Haauapaparangi Tangata Whenua claim; and

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

(a) Wai 48 – The Whanganui Ki Maniapoto claim;

(b) Wai 50 – The Rangitoto Tuhua 55A Block claim;

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- (c) Wai 81 – Waihaha and Other Lands claim;
- (d) Wai 146 – King Country Lands claim;
- (e) Wai 167 – Whanganui River claim;
- (f) Wai 366 – Hutt Valley Lands claim;
- (g) Wai 845 – Ohura, Niho Niho, Tuhua and Otangiwai claim;
- (h) Wai 987 – Rangitoto-Tuhua Land Block claim;
- (i) Wai 1064 – Ngāti Rangatahi Public Works claim;
- (j) Wai 1097 – Ohura South A (Taringamotu) Survey Block Alienation claim;
- (k) Wai 1147 – Te Uhi Ohura South claim;
- (l) Wai 1203 – Ohura South B and Associated Land Blocks claim;
- (m) Wai 1229 – Atihau Lands claim;
- (n) Wai 1299 – Ngāti Hekeāwai Land Block claim;
- (o) Wai 1480 – Te Karu o Te Ngira claim;
- (p) Wai 1605 – Albert and Sophie Ketu Whānau claim;
- (q) Wai 1637 – Te Atihau a Paparangi (Taiaroa and Mair) claim;
- (r) Wai 1803 – Ngāti Hari (Turu & Canterbury) claim;
- (s) Wai 1812 – Ongarue, Ohura and Otunui River Areas claim;
- (t) Wai 1819 – King Country Māori Contemporary Health Issues (Paki) claim;
- (u) Wai 2278 – Whanganui Mana Wahine (Waitokia) claim;

1.1.4 However, historical **claims** does not include the following claims –

- (a) a claim that a member of Ngāti Hāua, or a whānau, hapū, or group referred to in paragraph 1.3.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in paragraph 1.4.2;
- (b) a claim that a member of Ngāti Hekeāwai, Ngāti Kura, Ngāti Ruru, or Ngāti Tamakaitoa may have that is, or is founded on, a right arising from being descended from an ancestor not referred to in clause 1.4.2; and

AGREEMENT IN PRINCIPLE

- (c) a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 1.1.4(a).

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

Ngāti Hāua

1.3 The deed of settlement will provide **Ngāti Hāua**, or the **settling group**, means -

1.3.1 the collective group composed of individuals who descend from a Ngāti Hāua ancestor; and

1.3.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in paragraph 1.4,1, including the following descent groups:

- (a) Hāuaroa ki te Rangi;
- (b) Ngāti Hāua;
- (c) Ngāti Hāuaroa;
- (d) Ngāti Hekeāwai;
- (e) Ngāti Hinetakuao;
- (f) Ngāti Hinewai;
- (g) Ngāti Hira;
- (h) Ngāti Keu;
- (i) Ngāti Kura;
- (j) Ngāti Onga;
- (k) Ngāti Pareteho;
- (l) Ngāti Pareuira;
- (m) Ngāti Pikikotuku;
- (n) Ngāti Poutama;
- (o) Ngāti Rangitauwhata;
- (p) Ngāti Rangitengaue;
- (q) Ngāti Reremai;

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- (r) Ngāti Ruru;
- (s) Ngāti Tama-o-Ngāti Hāua;
- (t) Ngāti Tamakaitoa;
- (u) Ngāti Te Awhitu;
- (v) Ngāti Te Huaki;
- (w) Ngāi Turi;
- (x) Ngāti Tū;
- (y) Ngāti Wera/Tuwera;
- (z) Ngāti Whakairi;
- (aa) Ngāti Whati; and

1.3.3 every individual referred to in paragraph 1.3.1.

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

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

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with settling group's tikanga (customary values and practices); and

1.4.2 **Ngāti Hāua ancestor** means an individual who:

- (a) exercised customary rights by virtue of being descended from:
 - (i) Tamahina and his wife Hinengākau; or
 - (ii) a recognised ancestor of any of the descent groups listed in paragraph 1.3.2;
- (b) exercised the customary rights referred to in 1.4.2(a) predominantly in relation to the Area of Interest after 6 February 1840.

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

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

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

Other definitions

1.5 In this agreement in principle –

approving Te Korowai o Wainuiārua legislation means legislation that approves as redress for Te Korowai o Wainuiārua:

- (a) the rights to shared RFR land; and
- (b) the rights in relation to the Raurimu Station property; and

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 –

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, 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) Auckland; or

ARE 

- (iii) 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 leaseback, in relation to a leaseback commercial redress property or a leaseback deferred selection property, or the leaseback cultural redress property means the lease the deed of settlement will provide to be entered into by the governance entity and the Crown as described in clauses 6.4 and 6.6; and 10.12;

Crown redress –

(a) means redress –

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

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

- (i) to acquire a deferred selection property; or
- (ii) of first refusal in relation to RFR land; but

(c) does not include

- (i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property or RFR land; or
- (ii) a deferred selection property or RFR land; or
- (iii) any on-account payment made before the date of 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 10; and

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

deed of settlement means the deed of settlement to be developed under clause 2.1.1; and

AGREEMENT IN PRINCIPLE

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

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

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

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

governance entity means the governance entity to be formed by the settling group under clause 14.4.1; and

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

land holding agency, in relation to a commercial redress property, a potential deferred selection property, or a potential RFR, means the department specified opposite that property in Tables 1, 2, and 5 as the case may be; and

leaseback cultural redress property means Manunui School (land only) described in Table 6 if that property is identified in the deed of settlement as a cultural redress property; 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) a potential deferred selection property that Table 1 identifies as a leaseback property; or
- (b) a deferred selection property identified in the deed of settlement as a leaseback property

leaseback property means each leaseback commercial redress property, each leaseback deferred selection property and the leaseback cultural redress property; and

mandated body means Ngāti Hāua Iwi Trust; and

AGREEMENT IN PRINCIPLE

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

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

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

potential cultural redress property means each property described as a potential cultural redress property in Table 6; and

potential deferred selection property means each property described as a potential deferred selection property in Table 1; and

potential RFR land means the land described as potential RFR land in Table 2; and

protocol means a protocol referred to in clause 9.1; and

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

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

- (a) the Crown's acknowledgment and apology referred to in clause 5; 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 record of title under any of the following sections:

- (a) 27A of the State-Owned Enterprises Act 1986; or
- (b) 568 of the Education and Training Act 2020; or
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

AGREEMENT IN PRINCIPLE

RFR means the rights of first refusal referred to in clauses 6.11; 6.12 and 6.16 and

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

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

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

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

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

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

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

statement of association means each statement of association referred to in clause 10.16.1; and

statutory acknowledgement means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 10.16.1 on the terms to be provided by the settlement legislation; and

statutory area means an area referred to in Table 7 as a statutory area; and

tax indemnity means the indemnity to be provided in the deed of settlement under clauses 13.2 and 13.3; and

Te Kāhui Maru Trust: Te Iwi o Maruwharanui has the meaning given in section 12(1) of the Ngāti Maru (Taranaki) Claims Settlement Act 2022; and

Te Korowai o Wainuiārua governance entity means any post-settlement governance entity representing Te Korowai o Wainuiārua under the approving Te Korowai o Wainuiārua legislation; and

Te Korowai o Wainuiārua settlement date means the date defined as the settlement date under approving Te Korowai o Wainuiārua legislation; and

transfer value means,-,

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

AGREEMENT IN PRINCIPLE

- (b) in **relation** to the leaseback cultural redress property the value of the property as agreed in accordance with schedule 3; and

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

valuation 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 a commercial redress property or the leaseback cultural redress property that is to be valued in accordance with schedule 3.

ARE 

2 TERMS OF SETTLEMENT

Rights unaffected

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

Acknowledgments

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

Implementation

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

AGREEMENT IN PRINCIPLE

- (a) to a redress property, a purchased deferred selection property, or any RFR land; or
 - (b) for the benefit of the settling group or a representative entity; and
- 2.4.4 require any resumptive memorials to be removed from records of title for a redress property, a purchased deferred selection property or any RFR land; and
- 2.4.5 provide that the maximum duration of a trust pursuant to the Trusts Act 2019 does not –
 - (a) apply to a settlement document; or
 - (b) prescribe or restrict the period during which –
 - (i) the trustees of the [name] Trust, being the governance entity, may hold or deal with property; and
 - (ii) the Trust, being the governance entity may exist; and]
- 2.4.6 require the chief executive of the Office for Māori Crown Relations – Te Arawhiti 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 COMMERCIAL REDRESS PROPERTIES OR THE LEASEBACK CULTURAL REDRESS PROPERTY

Note: Unless otherwise agreed in writing between the relevant landholding agency and Ngāti Hāua, the parties will enter into the following valuation process for commercial redress properties or the leaseback cultural redress property

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

APPLICATION OF THIS SUBPART

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

APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR

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

QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR

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

AGREEMENT IN PRINCIPLE

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 latest International Valuation Standards that apply on the valuation date, 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

- 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

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

- 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.

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AGREEMENT IN PRINCIPLE

APPENDIX 1

[Valuer's name]

[Address]

Valuation instructions

INTRODUCTION

Ngāti Hāua 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

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

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

AGREEMENT IN PRINCIPLE

A copy of the agreement in principle is enclosed.

Your attention is drawn to –

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

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

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

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

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**).

AGREEMENT IN PRINCIPLE

[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 Hāua 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).]

[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):

AGREEMENT IN PRINCIPLE

- (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
 - (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:

AGREEMENT IN PRINCIPLE

- (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
- (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 latest editions of the Australia and New Zealand Valuation and Property Standards and the International Valuation Standards that apply on the valuation date; 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

AGREEMENT IN PRINCIPLE

- (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 latest editions of the Australia and New Zealand Valuation and Property Standards and the International Valuation Standards that apply on the valuation date, including -

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

AGREEMENT IN PRINCIPLE

- (ii) relevant market and sales information.

Your report must comply with the minimum requirements set out in the latest International Valuation Standard, Market Value Basis of Valuation, and other relevant standards, that apply on the valuation date.

Your report must contain a clear statement of the treatment of Goods and Services Tax (GST) (if any) to the property valuation.

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.]

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

AGREEMENT IN PRINCIPLE

- (b) make all reasonable attempts throughout this valuation process to resolve differences between you and the other valuer before delivering a copy of your final valuation report to us.

Yours faithfully

[Name of signatory]

[Position]

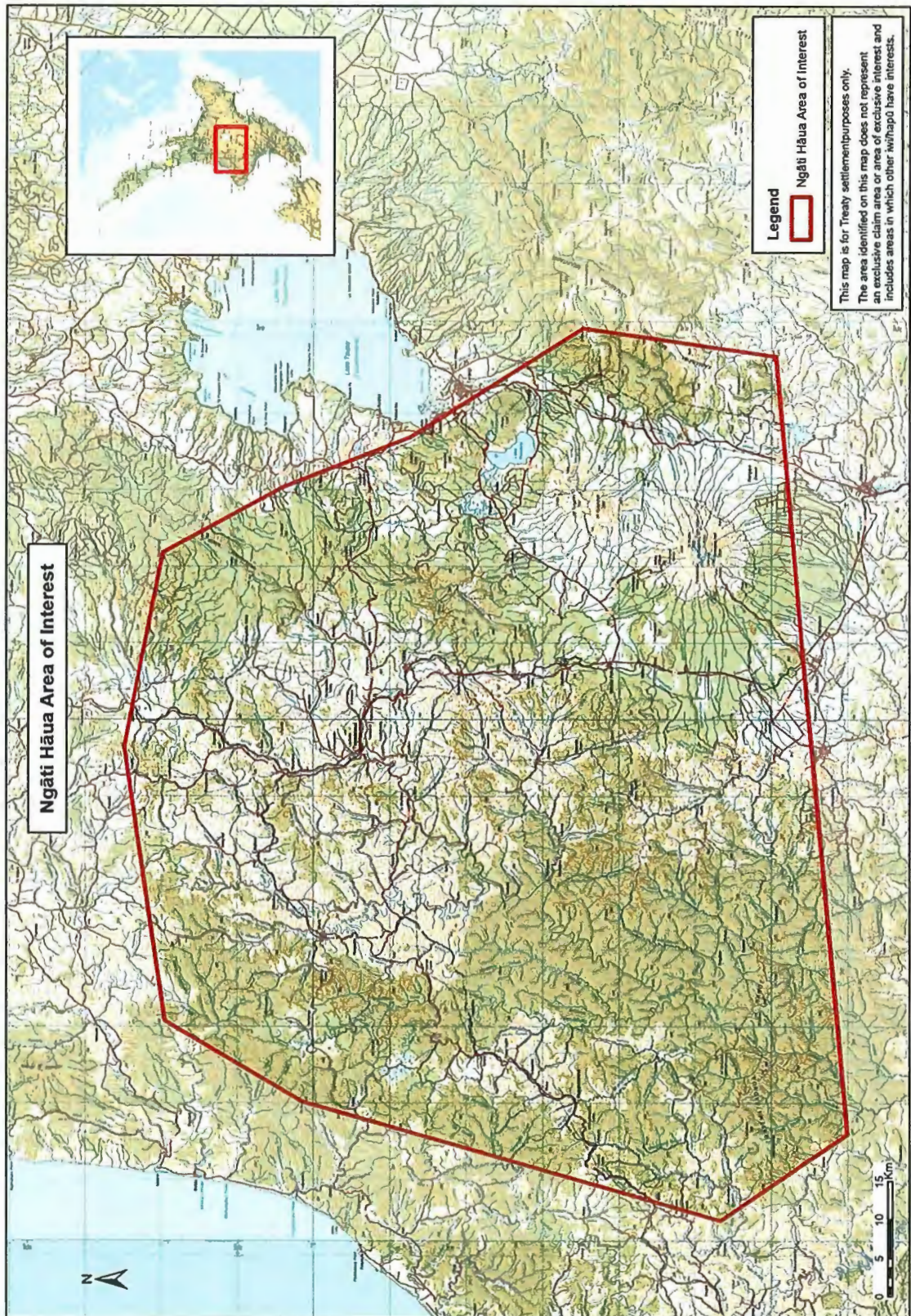
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ATTACHMENTS

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1 AREA OF INTEREST



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2 CROWN AND NGĀTI HĀUA PROCESS FOR RESOLVING OVERLAPPING INTERESTS

The following groups have been identified as having interests in the Ngāti Hāua's area of interest:

- Ngāti Tama (settled in 2001);
- Ngāti Mutunga (Taranaki) (settled in 2003);
- Raukawa (settled in 2014);
- Ngāti Tūwharetoa (settled in 2018);
- Ngāti Rangi (settled in 2019);
- Ngāti Maniapoto (settled in 2021);
- Ngāti Maru (settled in 2022);
- Te Korowai o Wainuiārua (signed an agreement in principle in 2018);
- Whanganui Lands Settlement (signed an agreement in principle in 2019); and
- Mōkai Pātea (signed terms of negotiation in 2021).

Table 1 - Process for resolving overlapping interests within Ngāti Hāua's area of interest

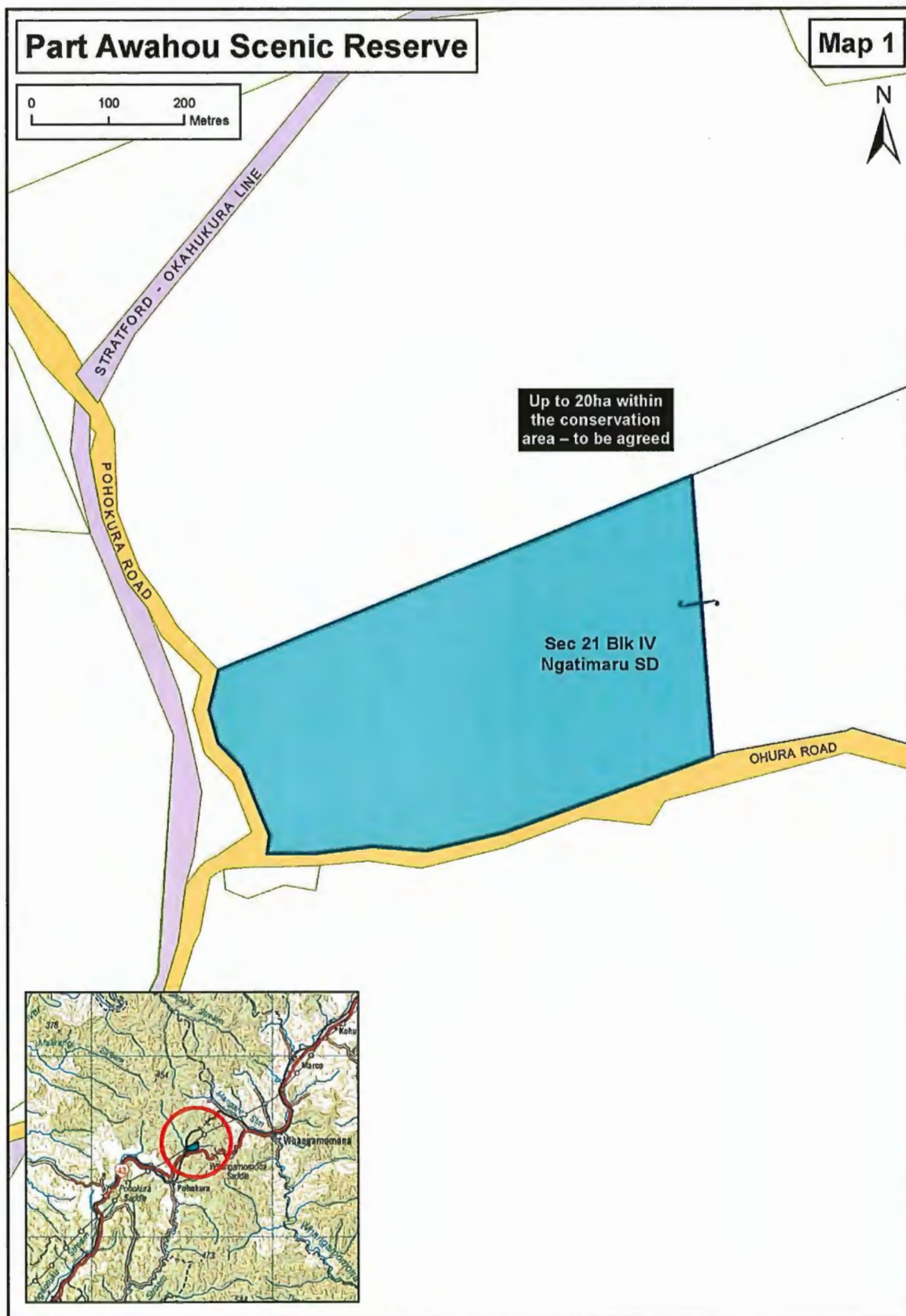
Process Timeframe	Activities	
Sign terms of negotiation	<p>Overlapping interests strategy agreed between the Crown and Ngāti Hāua</p> <p>Crown letters to groups with shared interests – sent by/on 6 March 2018</p> <ul style="list-style-type: none"> • update on negotiations status • process going forward • contact details • note Crown's understanding of Ngāti Hāua's area of interest • provide Ngāti Hāua's area of interest 	
Make Crown offer <ul style="list-style-type: none"> • <i>Interest discussions</i> 	<p>Overlapping interests strategy report to Ministers</p> <p>Iwi and Crown meet with groups (jointly or separately)</p> <ul style="list-style-type: none"> • discuss general settlement timeframes and the overlapping interests process, schedule further meetings • discuss boundaries and the nature of the interests within the boundaries 	<p>Letters of support from overlapping groups</p>

AGREEMENT IN PRINCIPLE

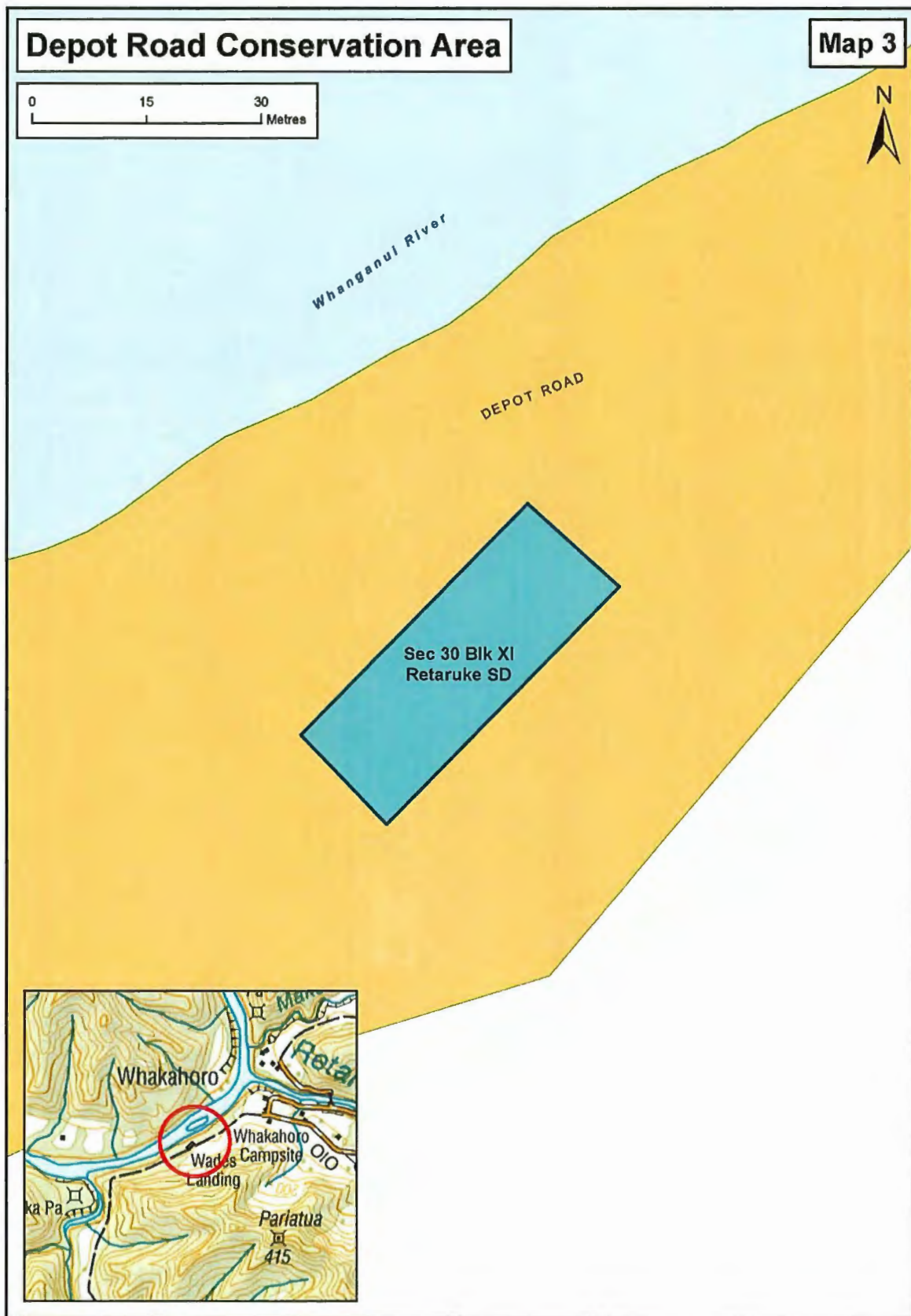
Process Timeframe	Activities
	<p>Crown and iwi discuss engagement with and interests of overlapping interest groups at [timeframe] meetings</p> <p>Send initial Crown letter to overlapping groups – sent by/on 9 February 2022</p> <p>Contents include:</p> <ul style="list-style-type: none"> • Key timeframes, proposed engagement process going forward • Crown's understanding of Ngāti Hāua's area of interest • Request for information on overlapping iwi interests by 2 March 2022 • Invitation to discuss
<ul style="list-style-type: none"> • <i>Crown Offer</i> 	Initial Crown offer made subject to resolution of overlapping interests
<p>Draft agreement in principle</p>	<p>Send comprehensive Crown letter to overlapping groups by/on 23 June 2022.</p> <p>Content includes:</p> <ul style="list-style-type: none"> • Crown policy on overlapping interests resolution • Key timeframes • Proposed engagement going forward • Proposed submission process going forward: • Summary of site specific Crown offer redress offered within the Ngāti Hāua's area of interest • Te Arawhiti contact details for overlapping interests work stream lead and where to send submissions. <p>Send overlapping groups updated letter on revised Crown offer by/on 22 September 2022.</p>
<ul style="list-style-type: none"> • <i>Prior to the signing of the agreement in principle</i> 	<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 interests or a process to resolve.</p>
	SIGN AGREEMENT IN PRINCIPLE

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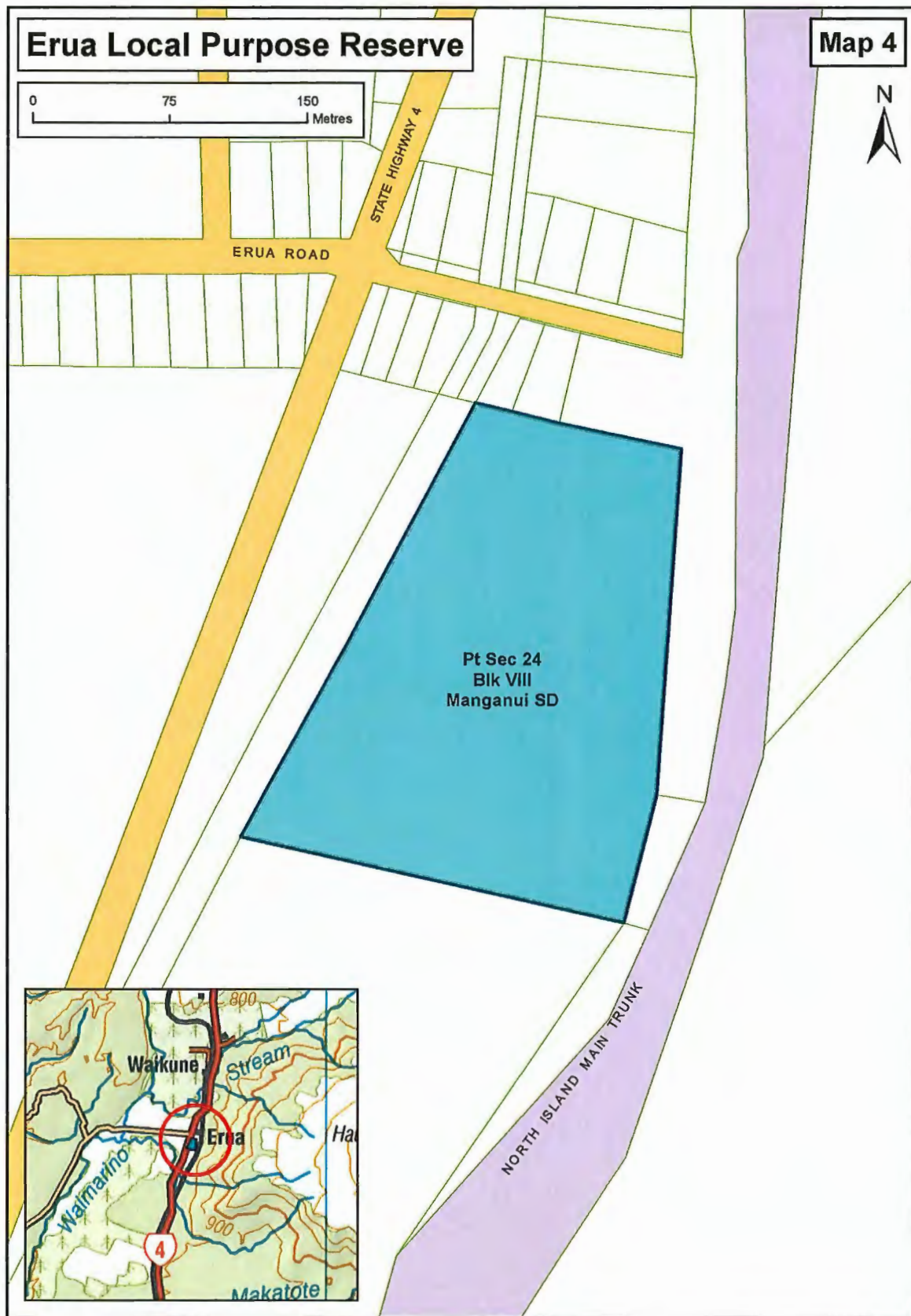
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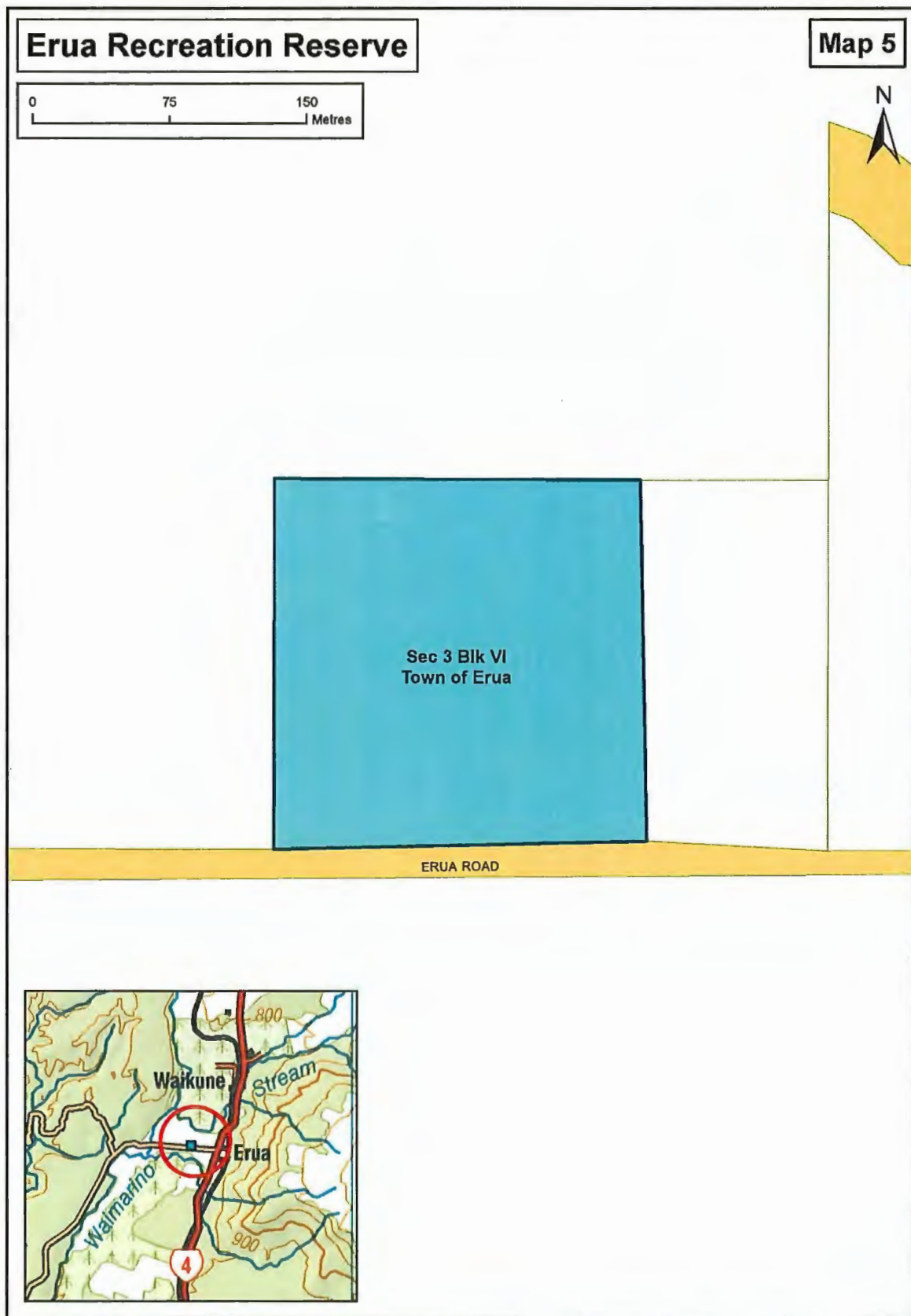




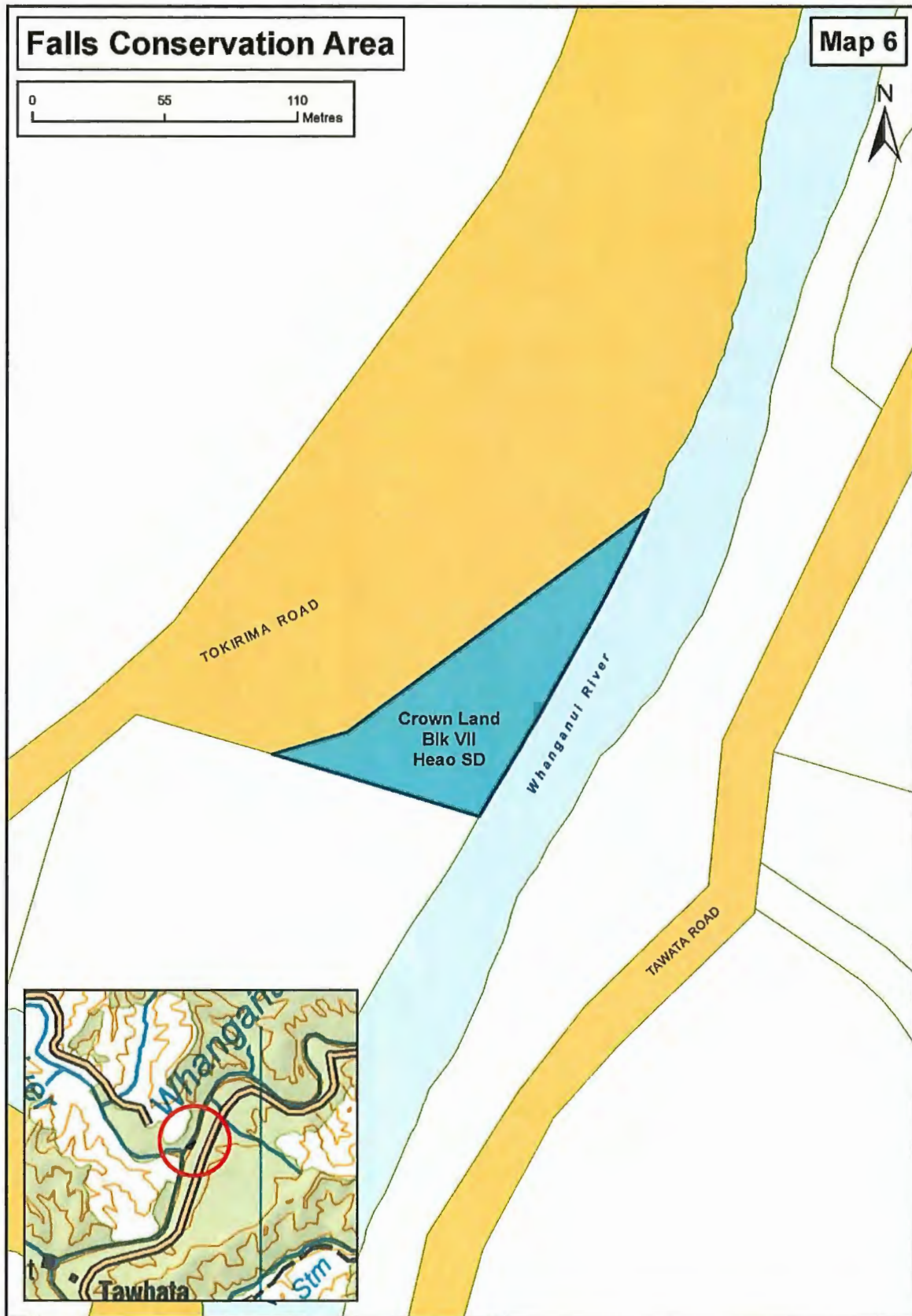


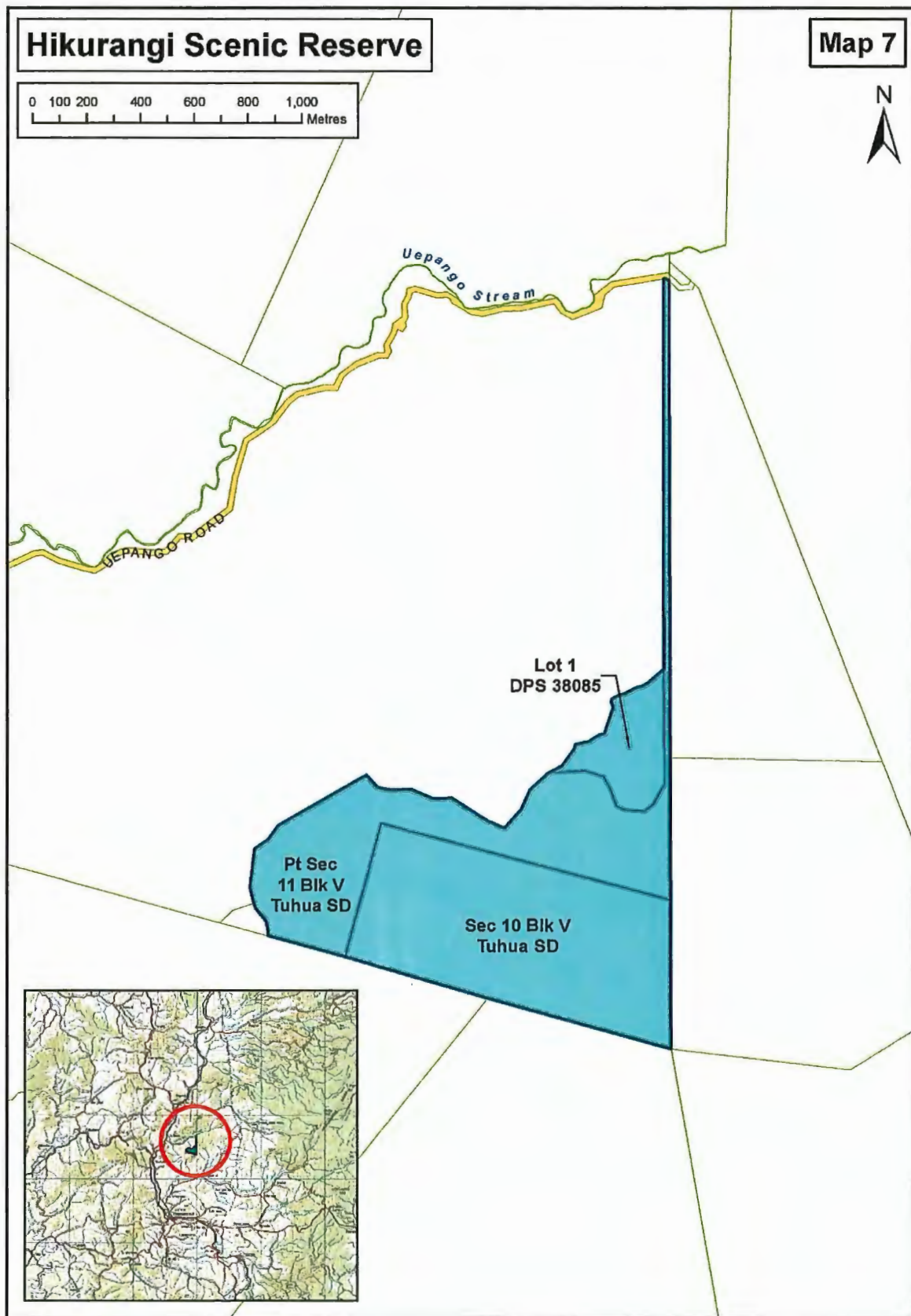
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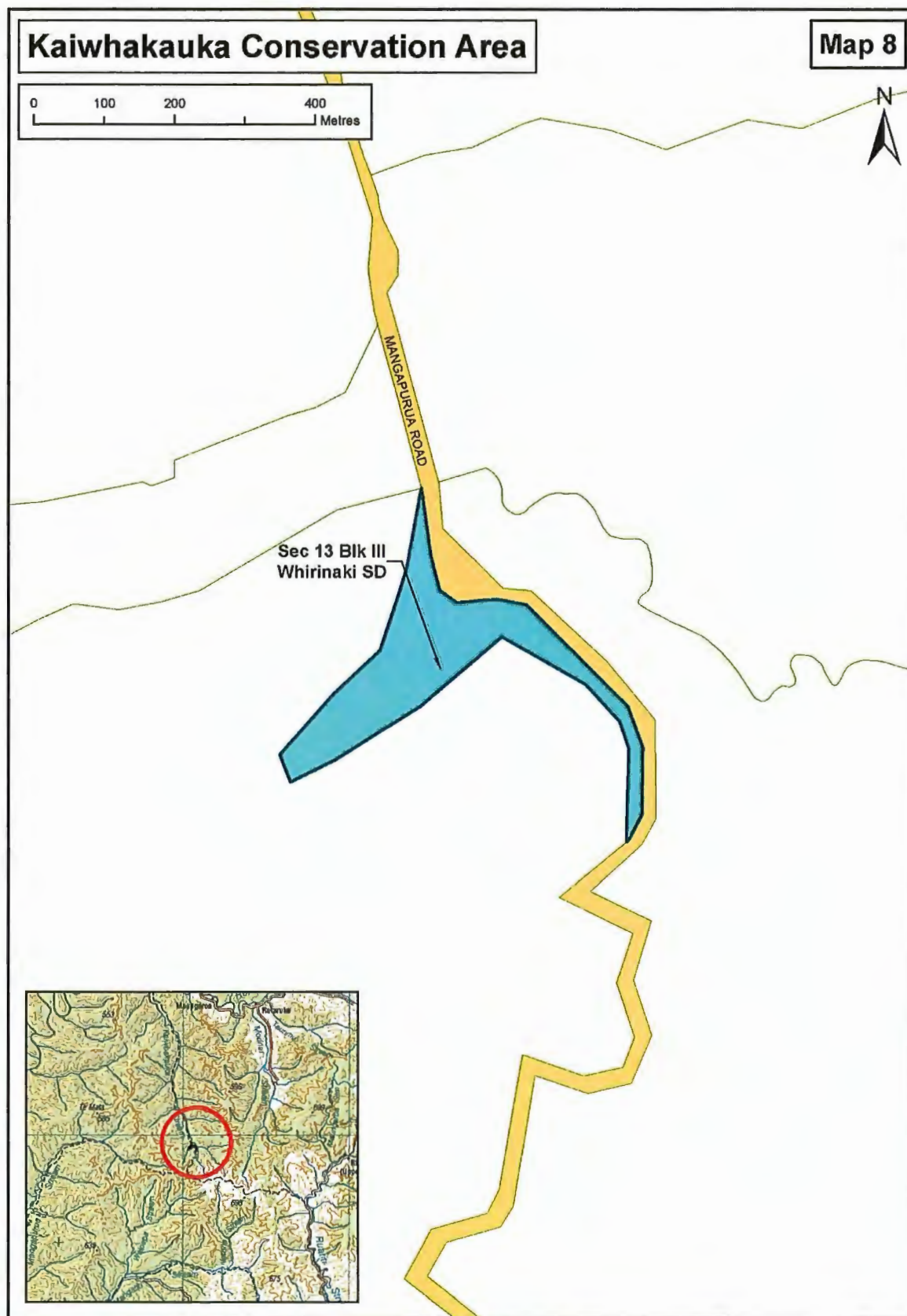


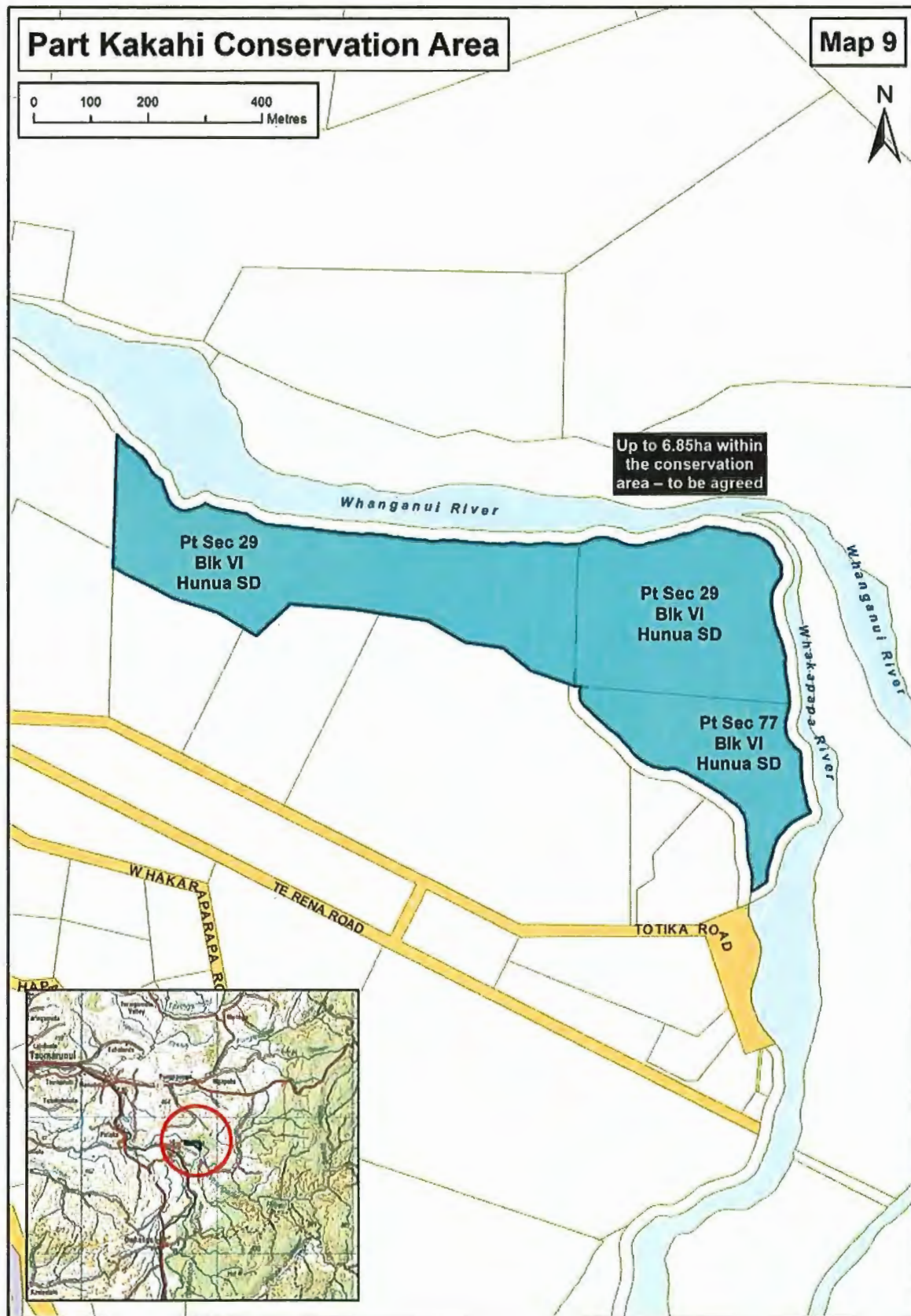


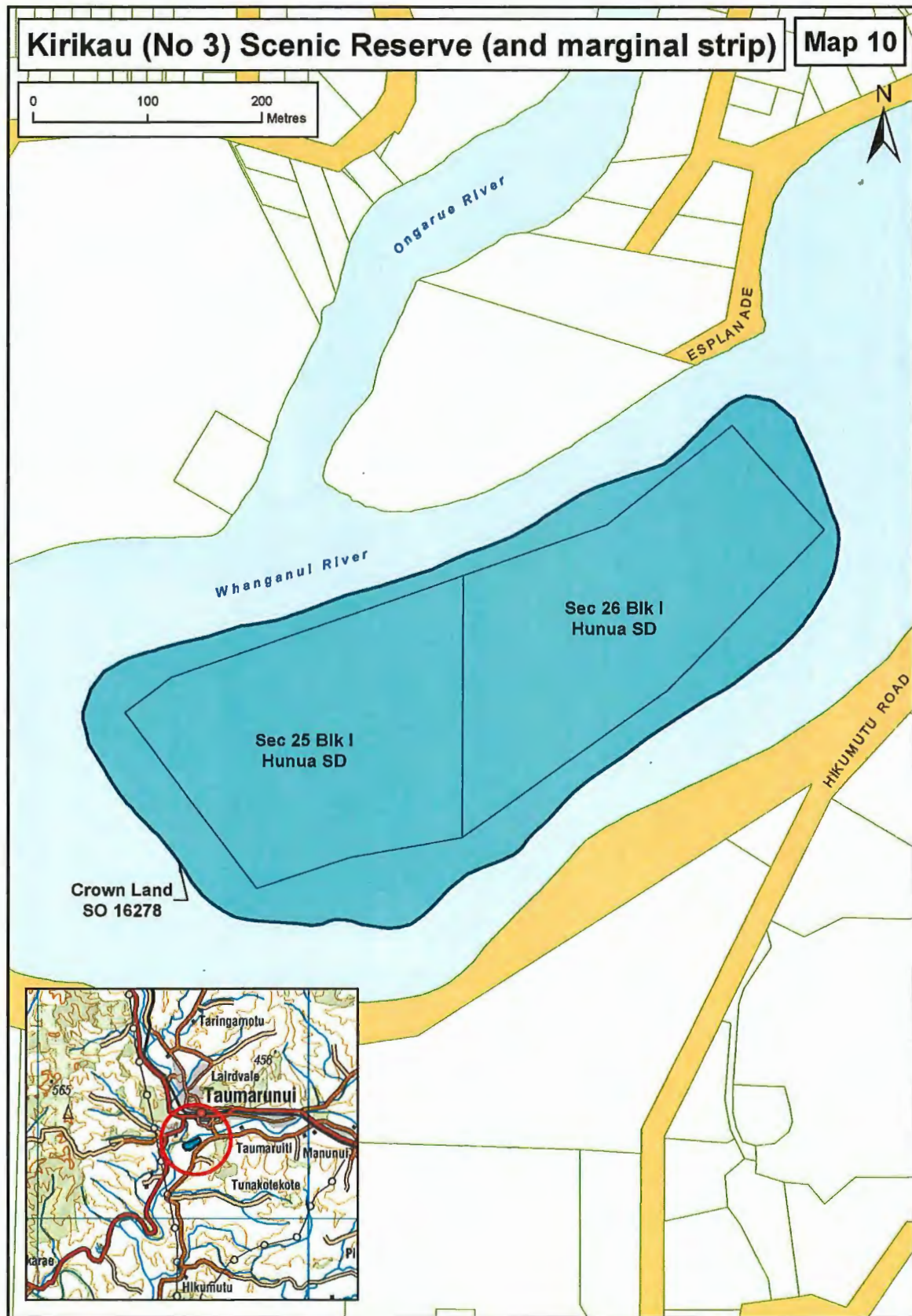
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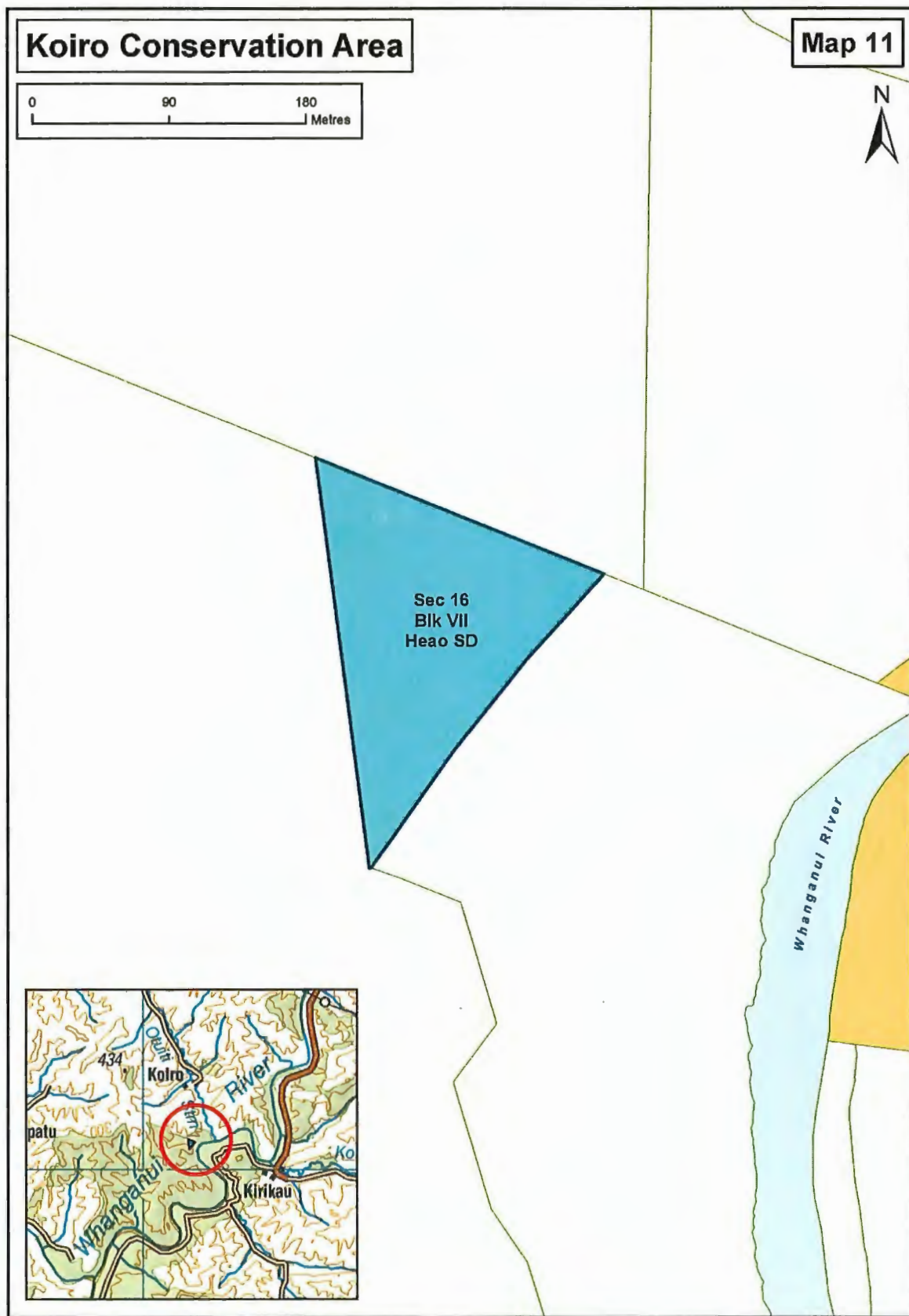






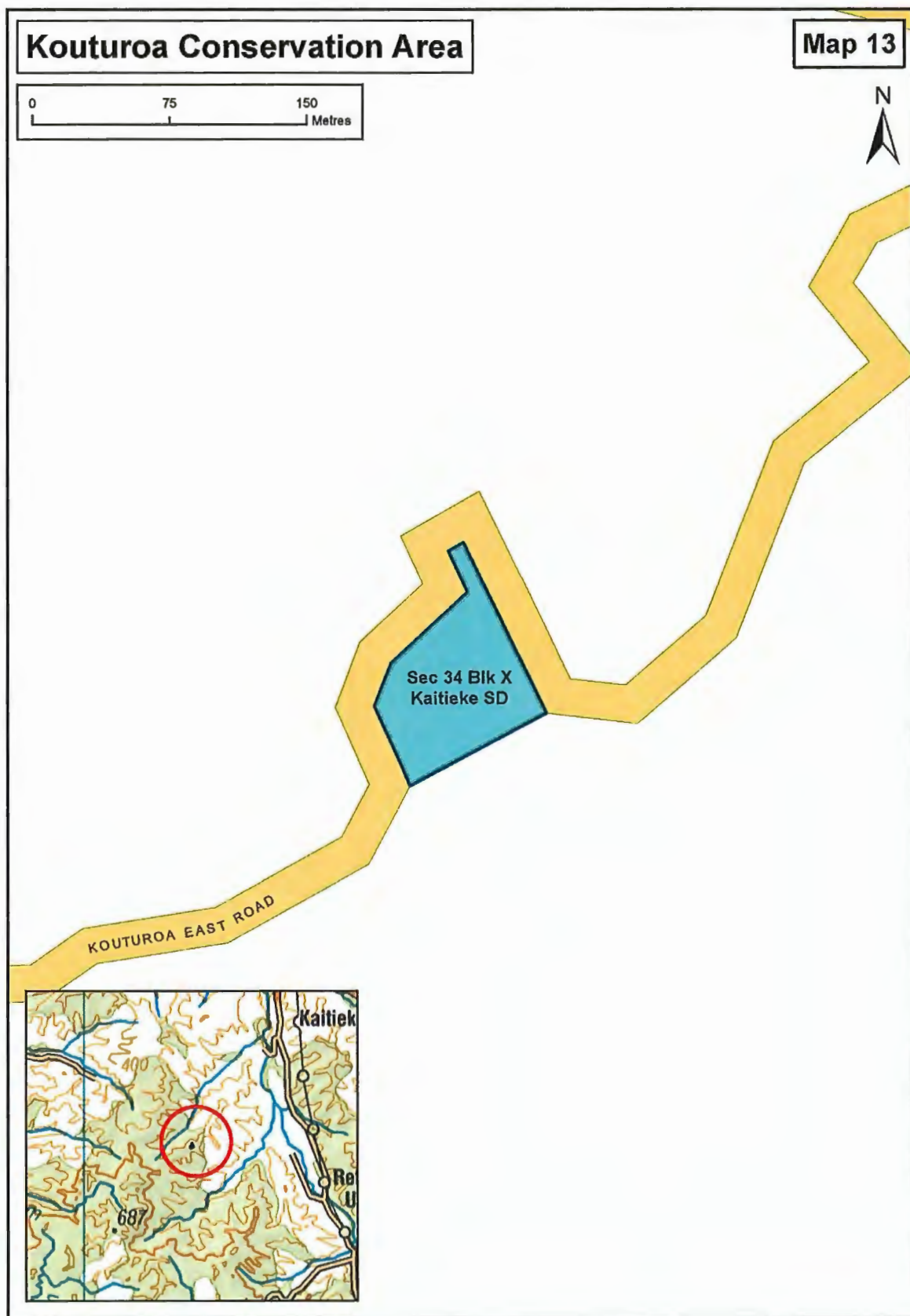


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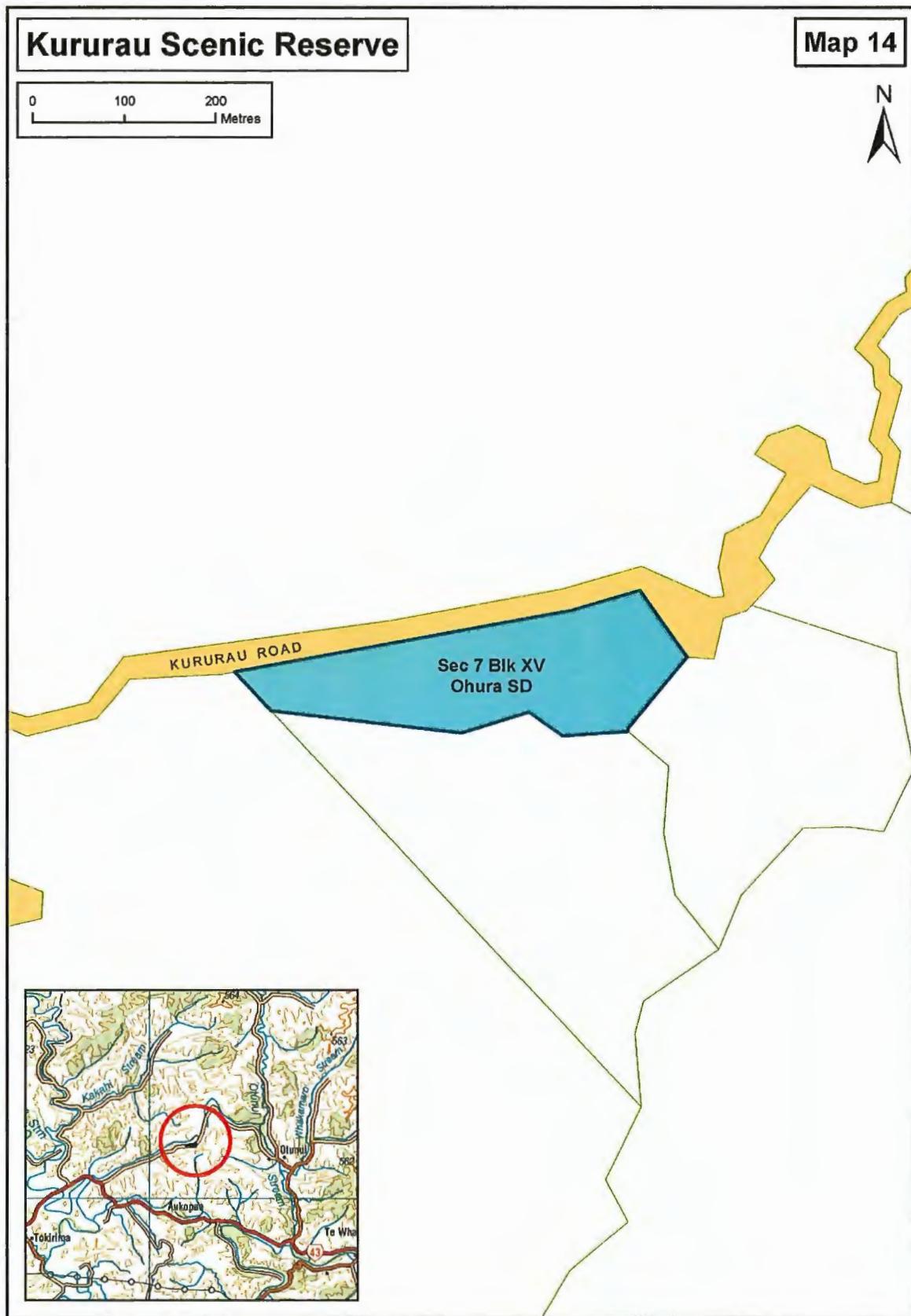
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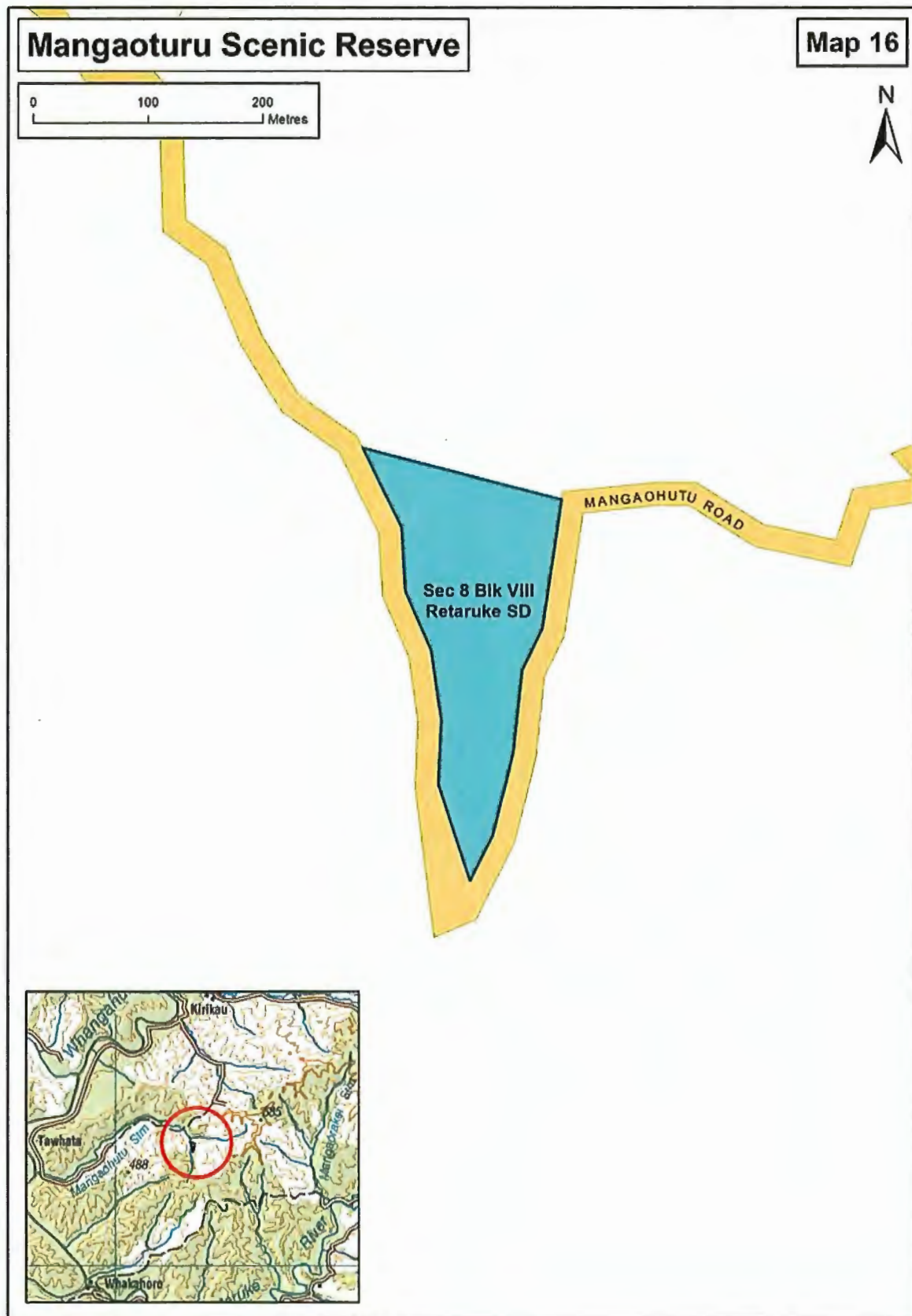
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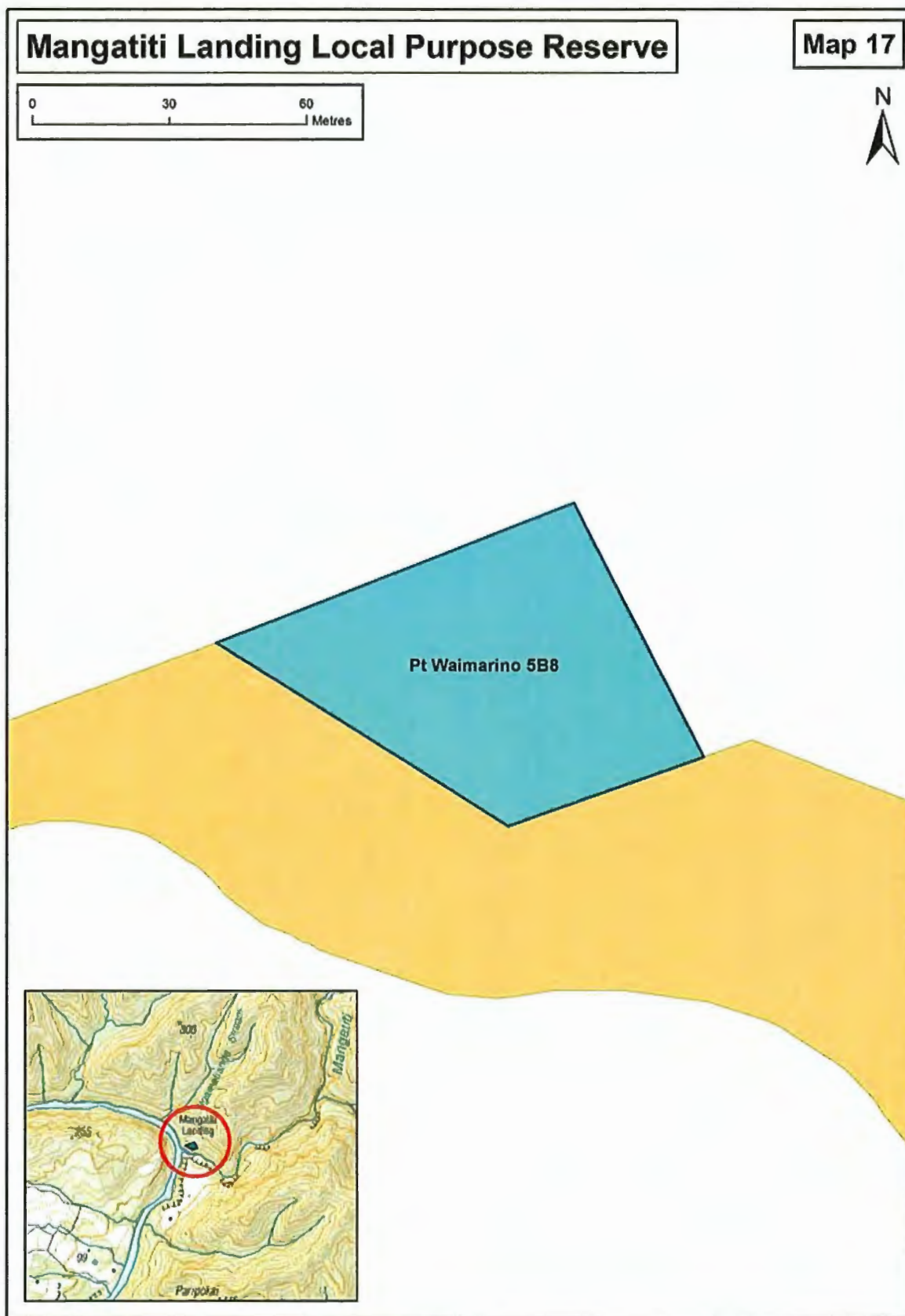
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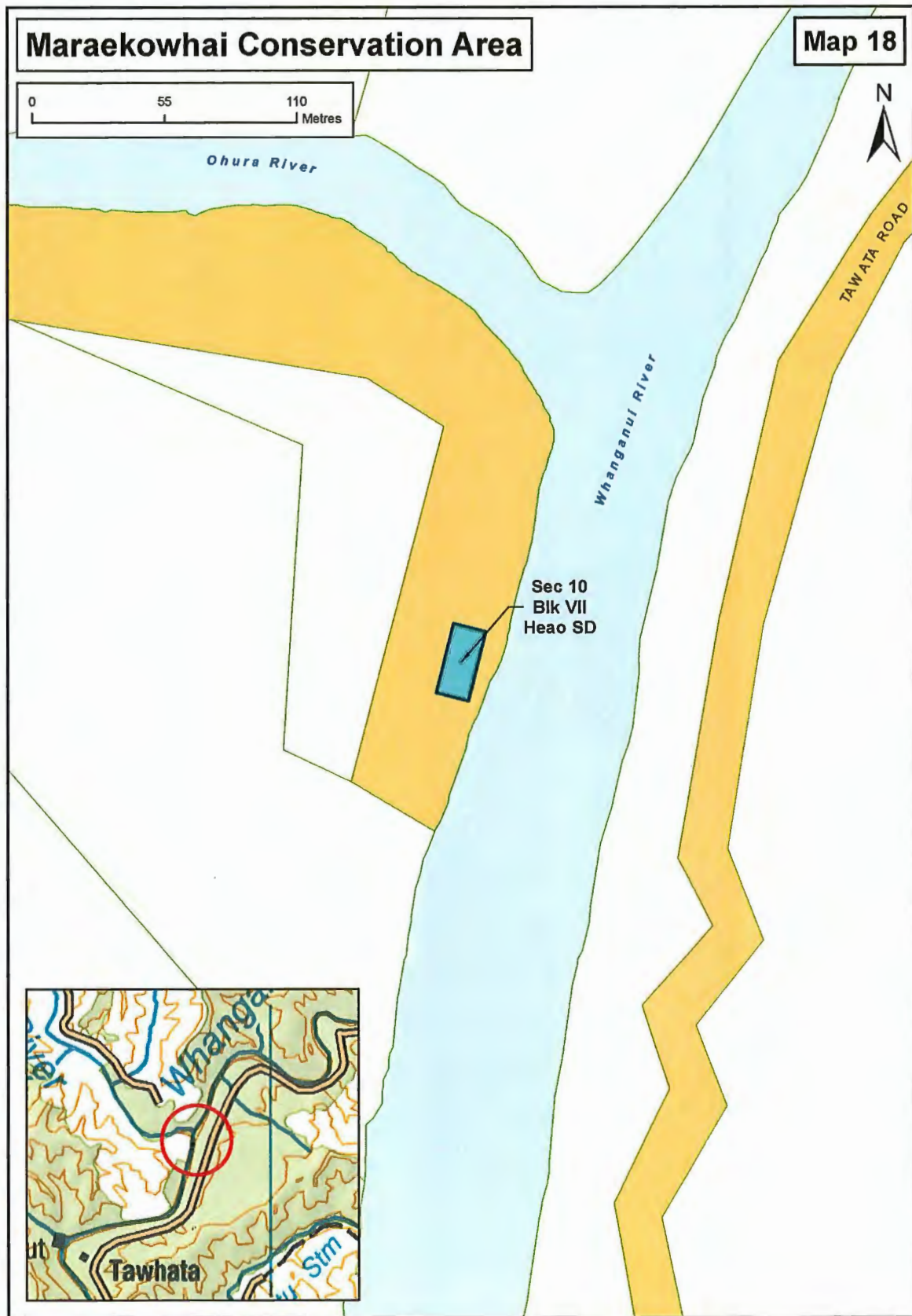
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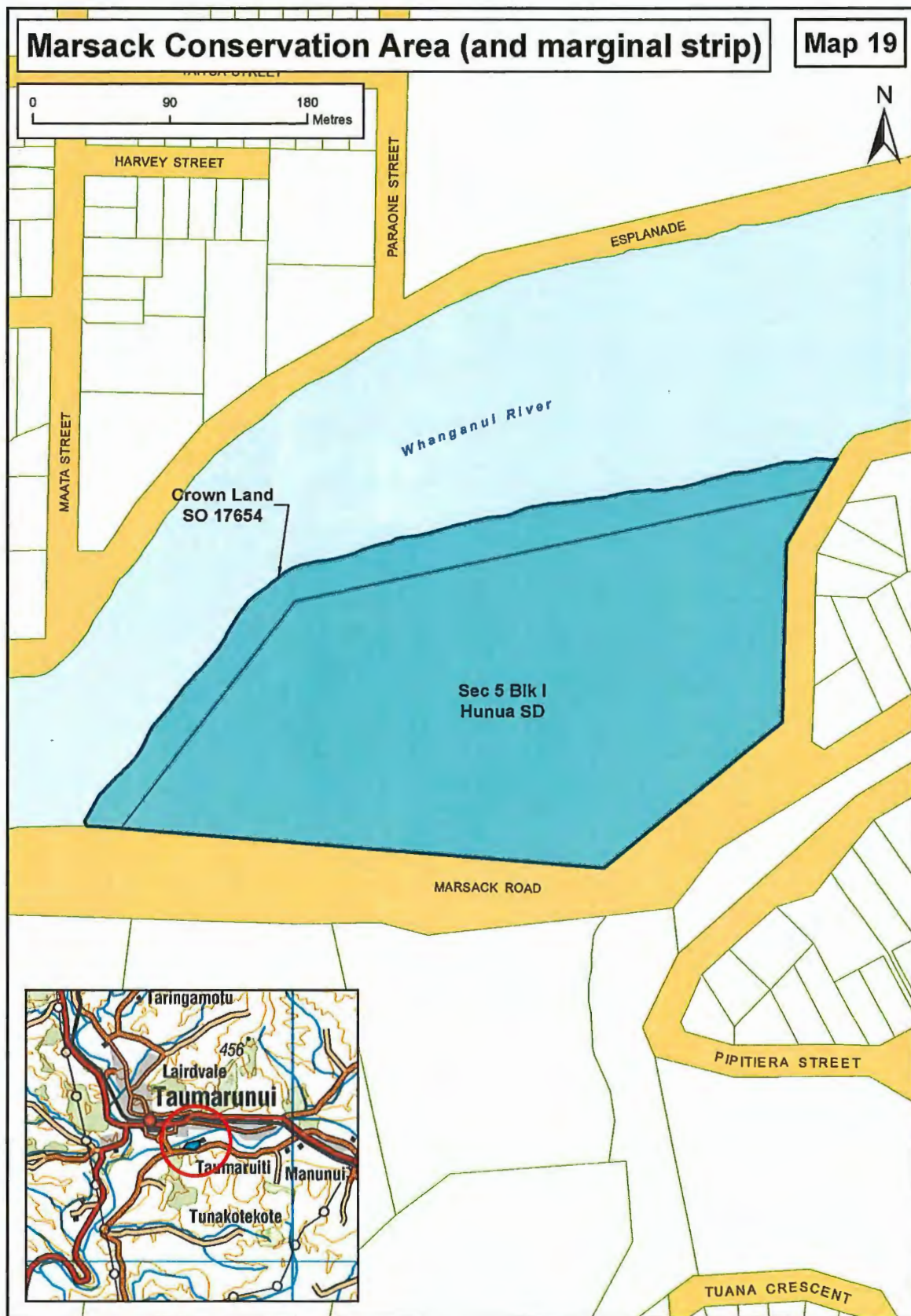


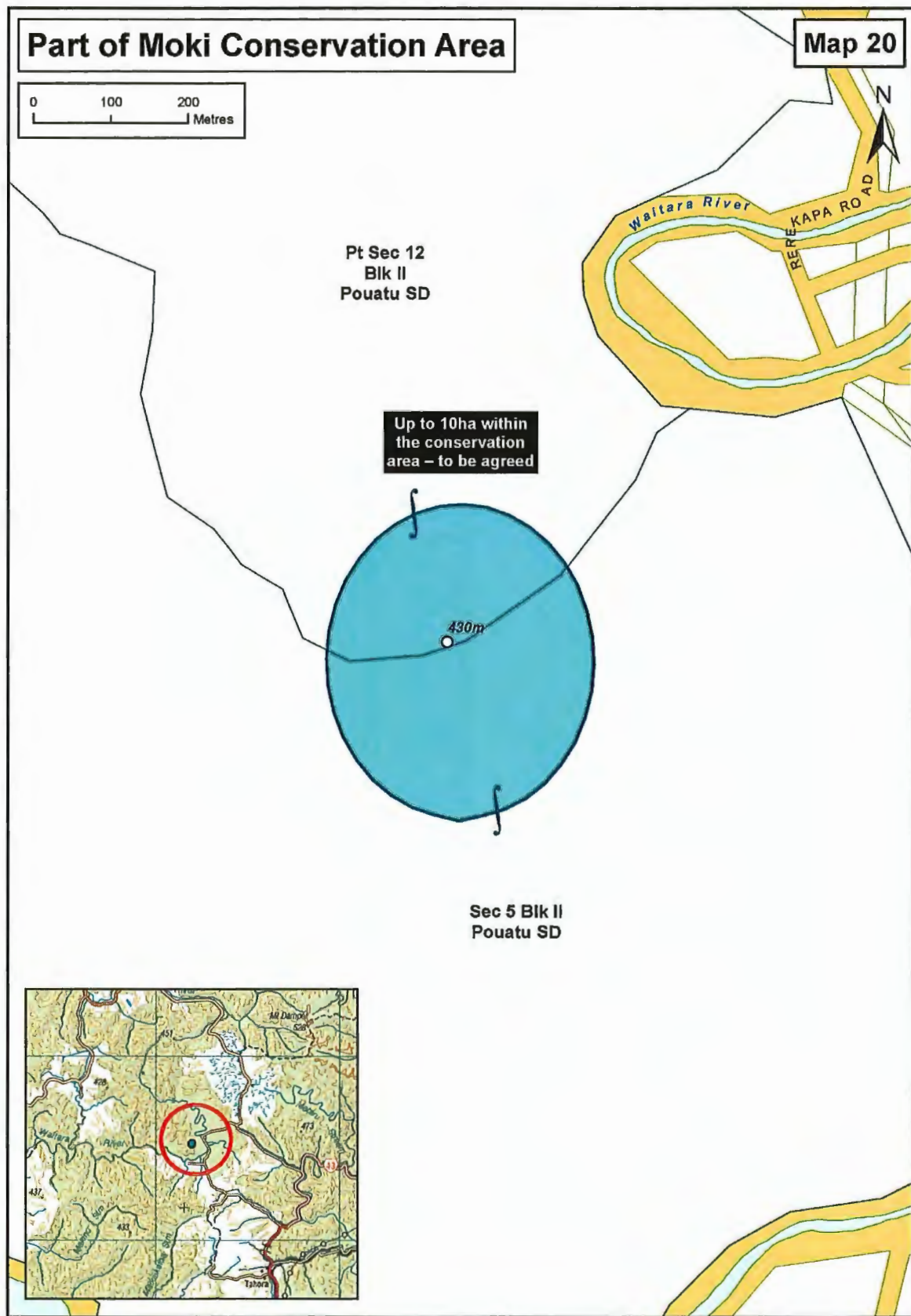
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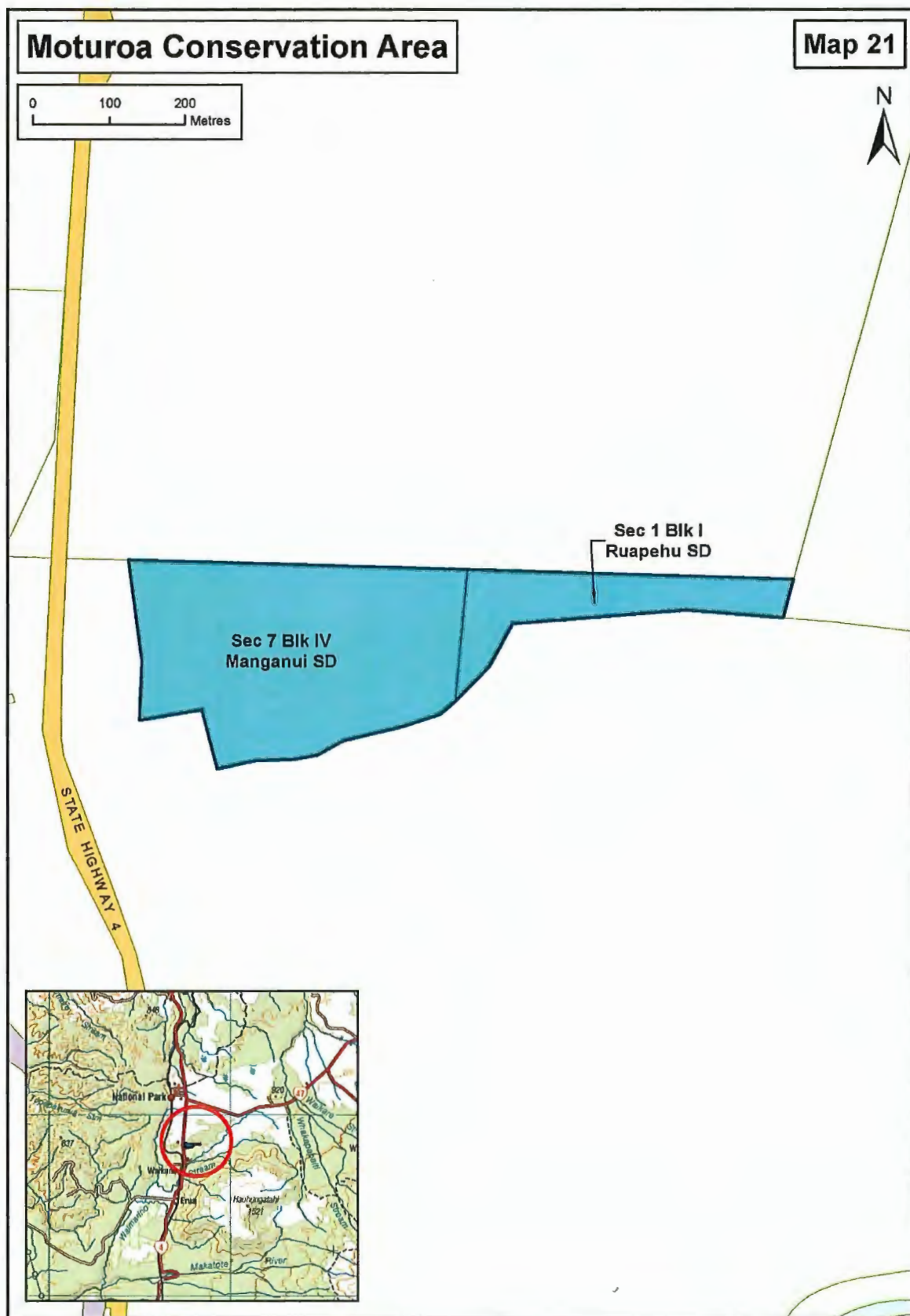
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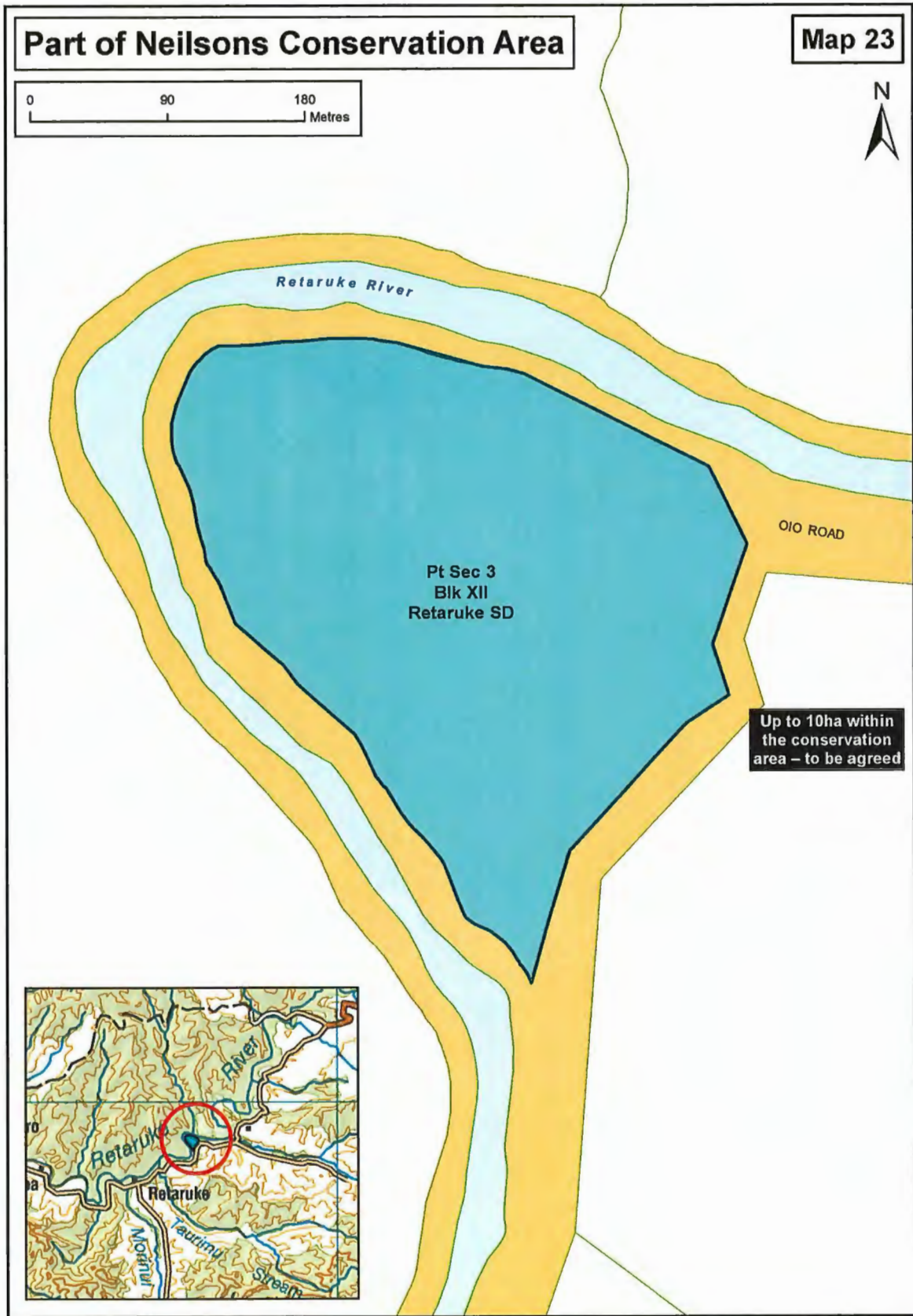
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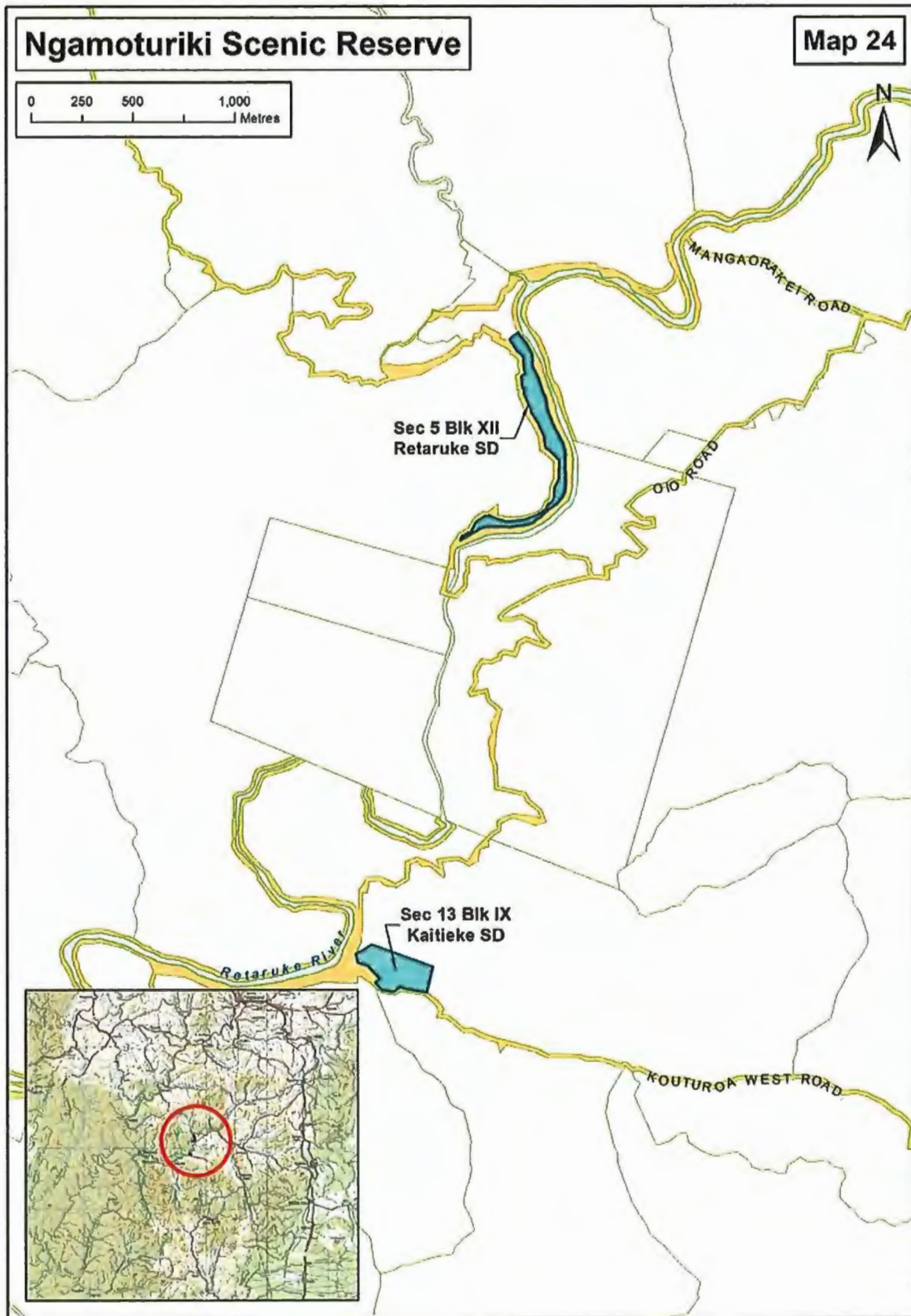
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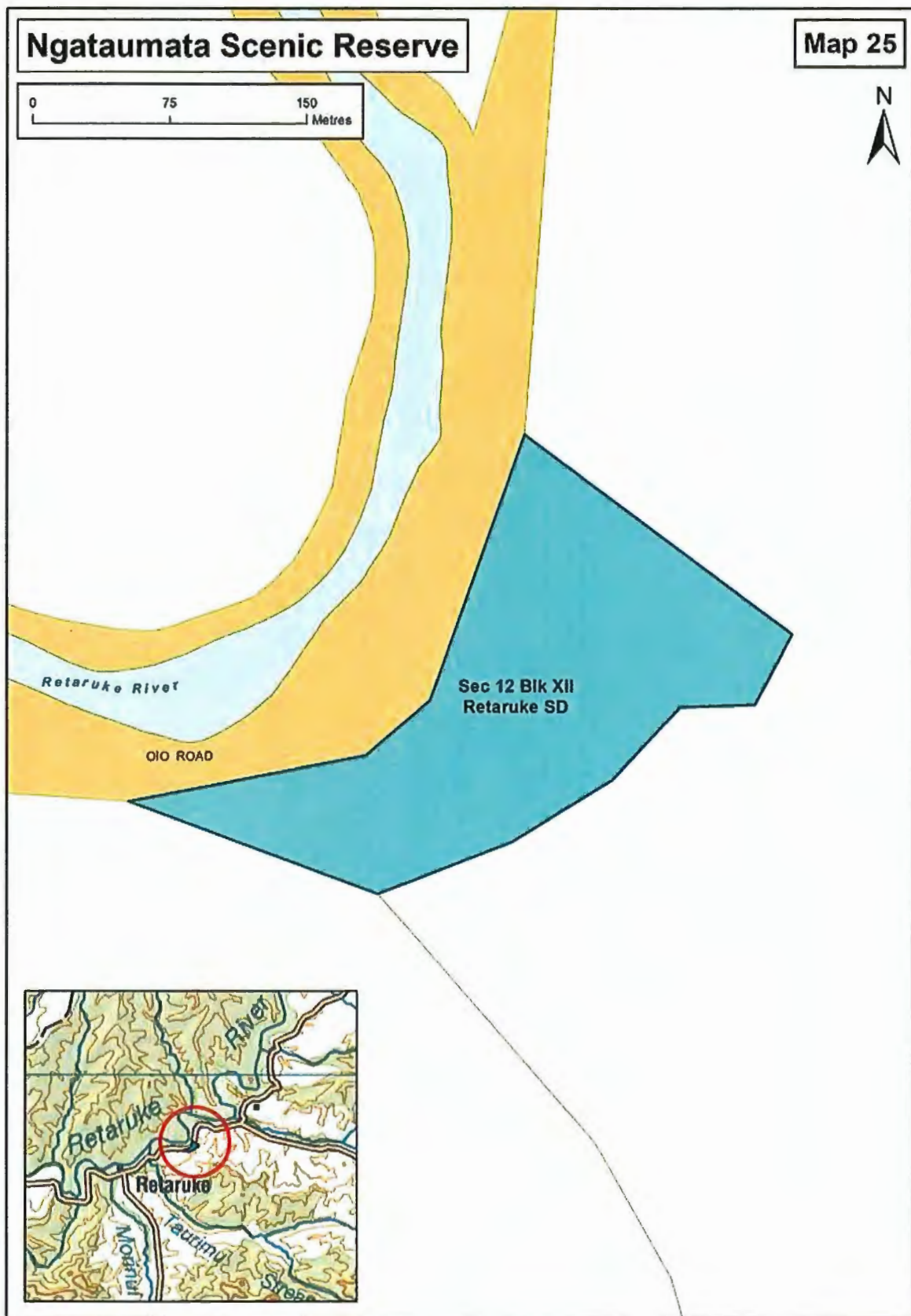


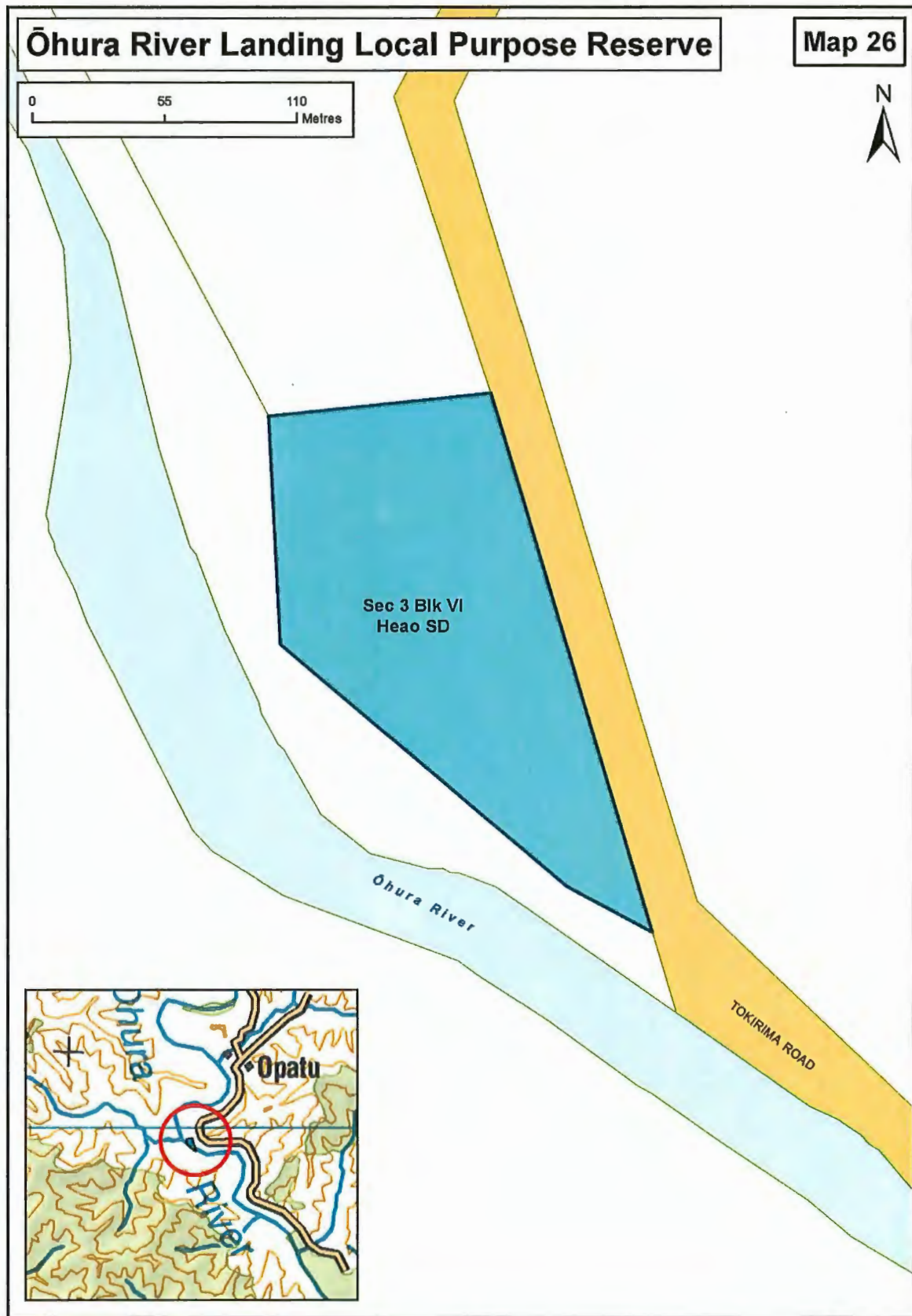
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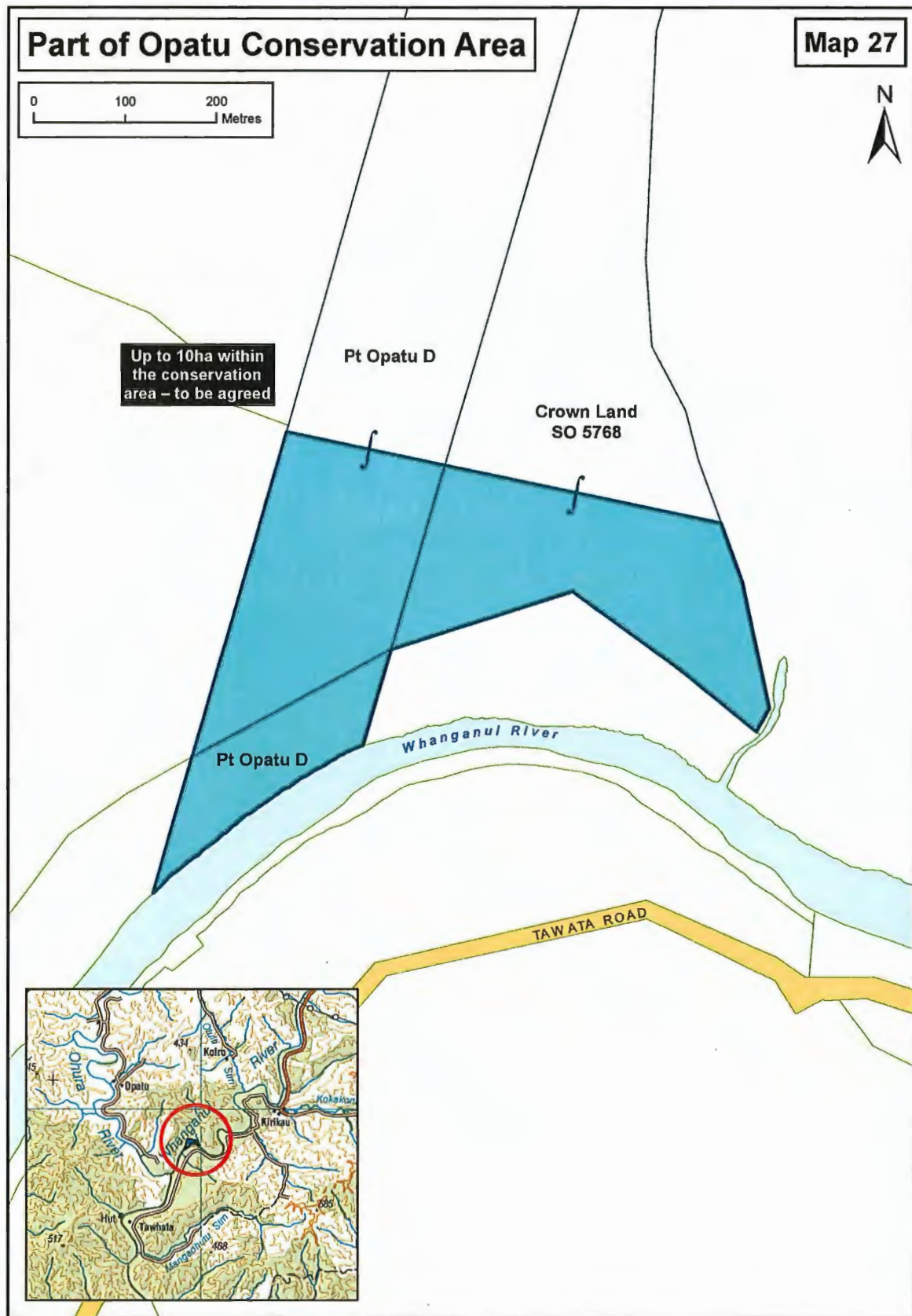
25
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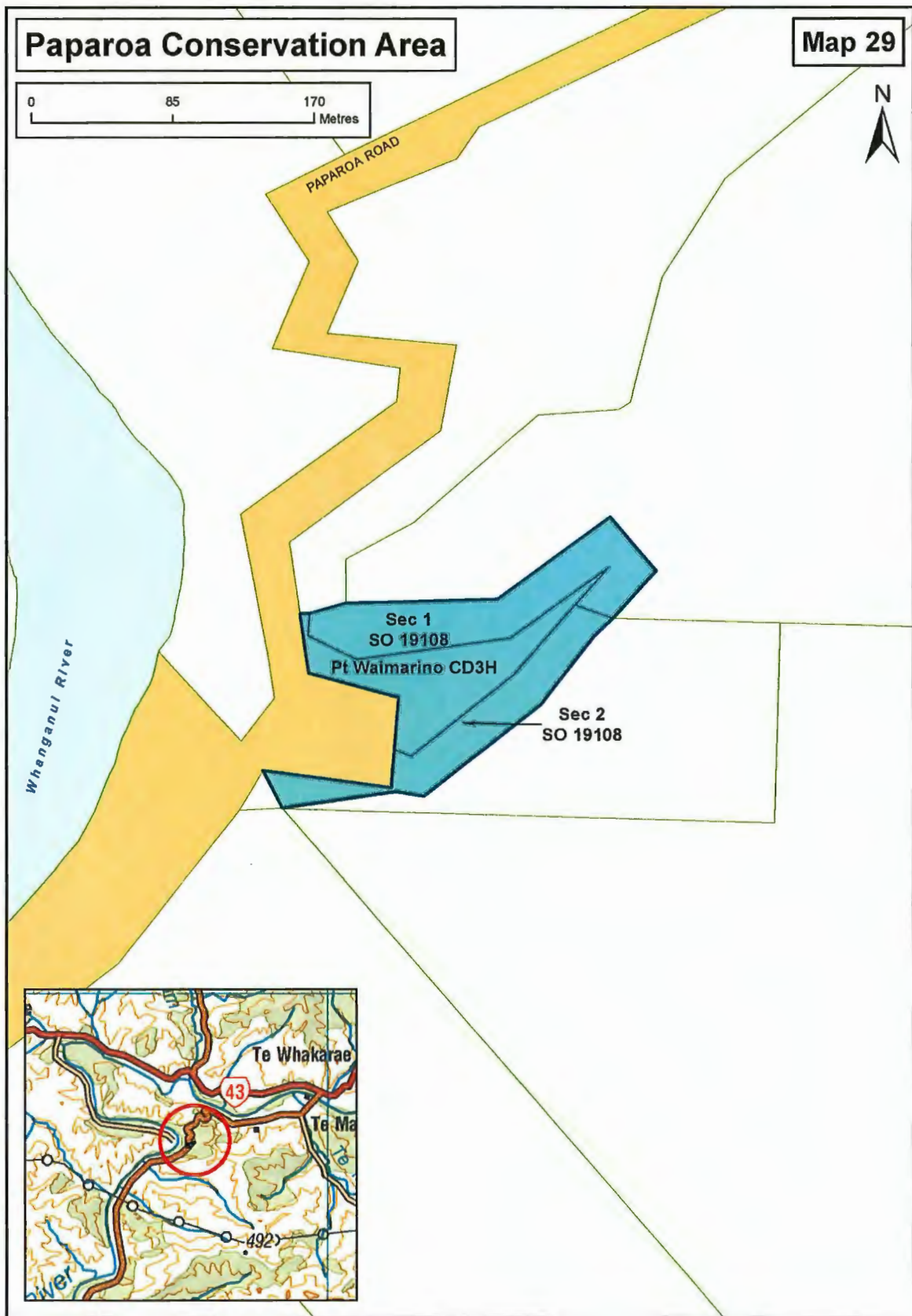




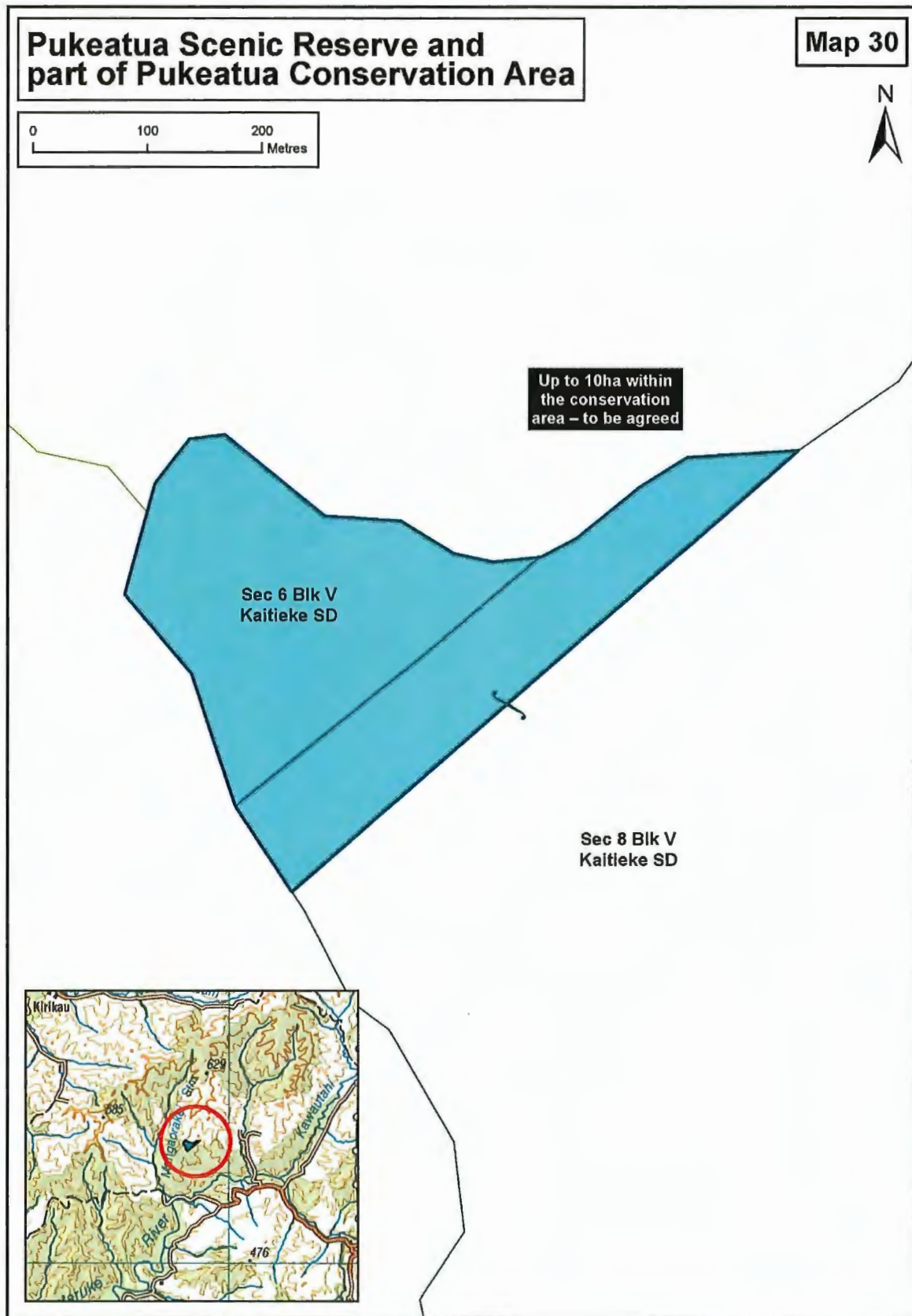
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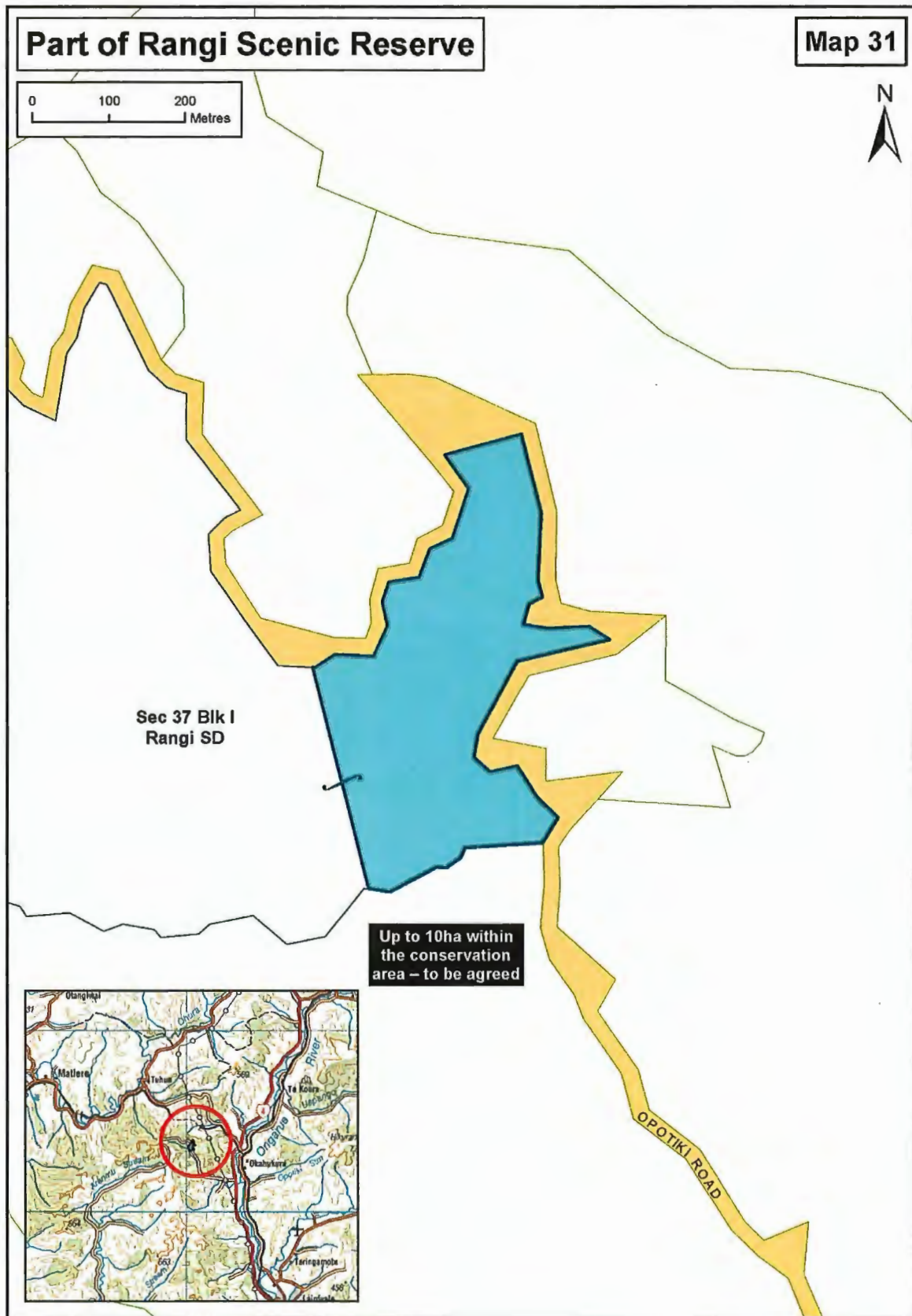






BC
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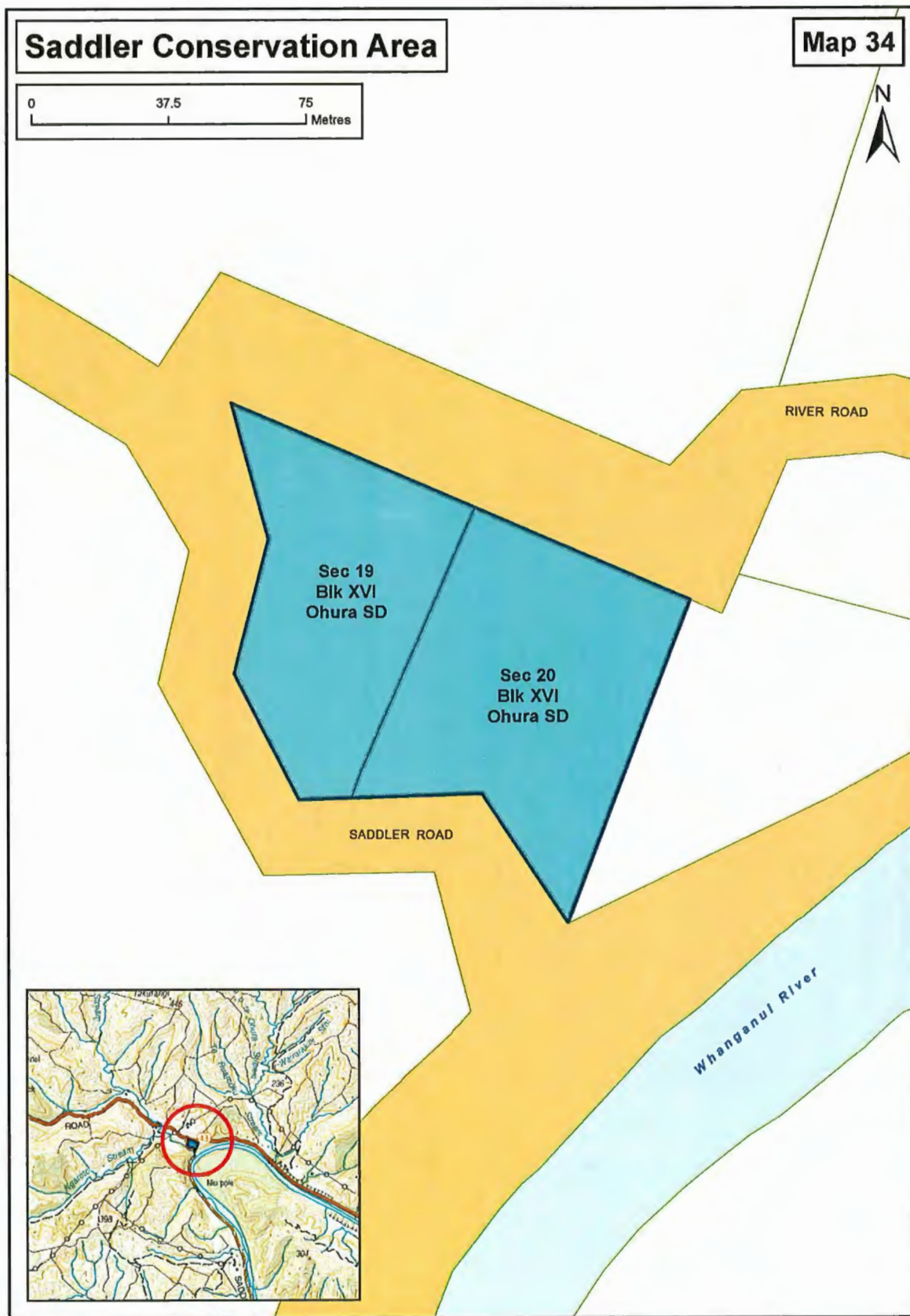


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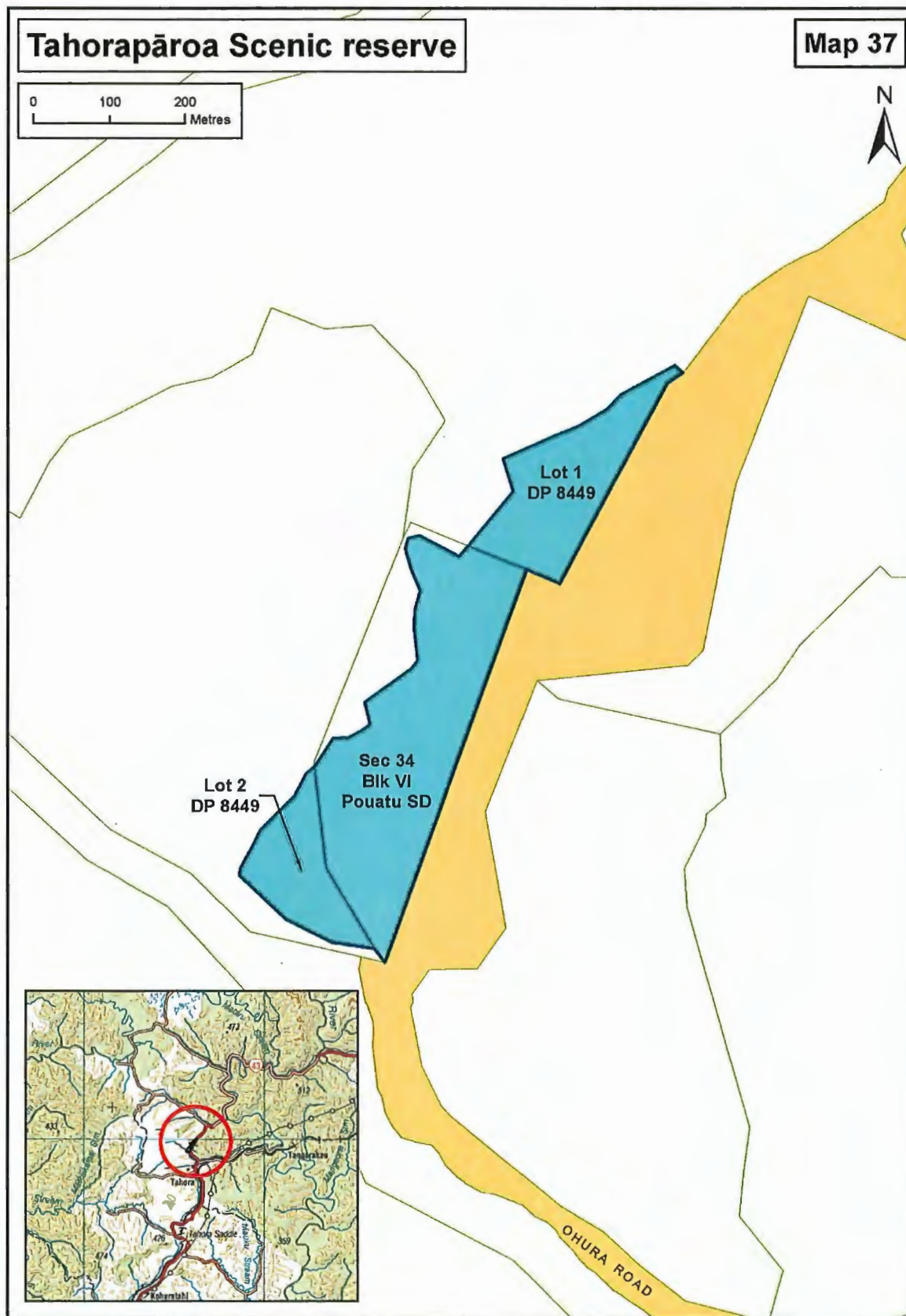
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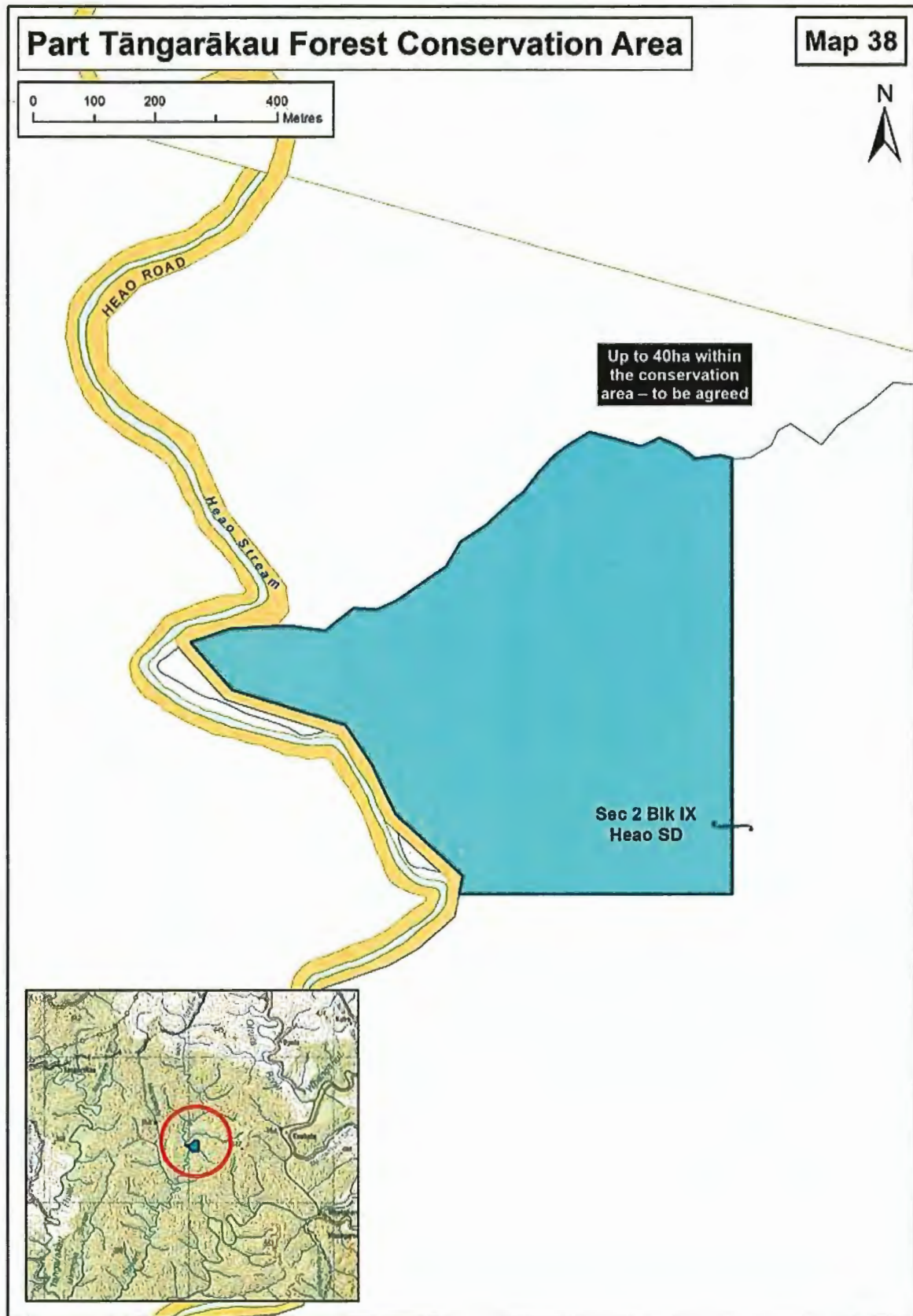


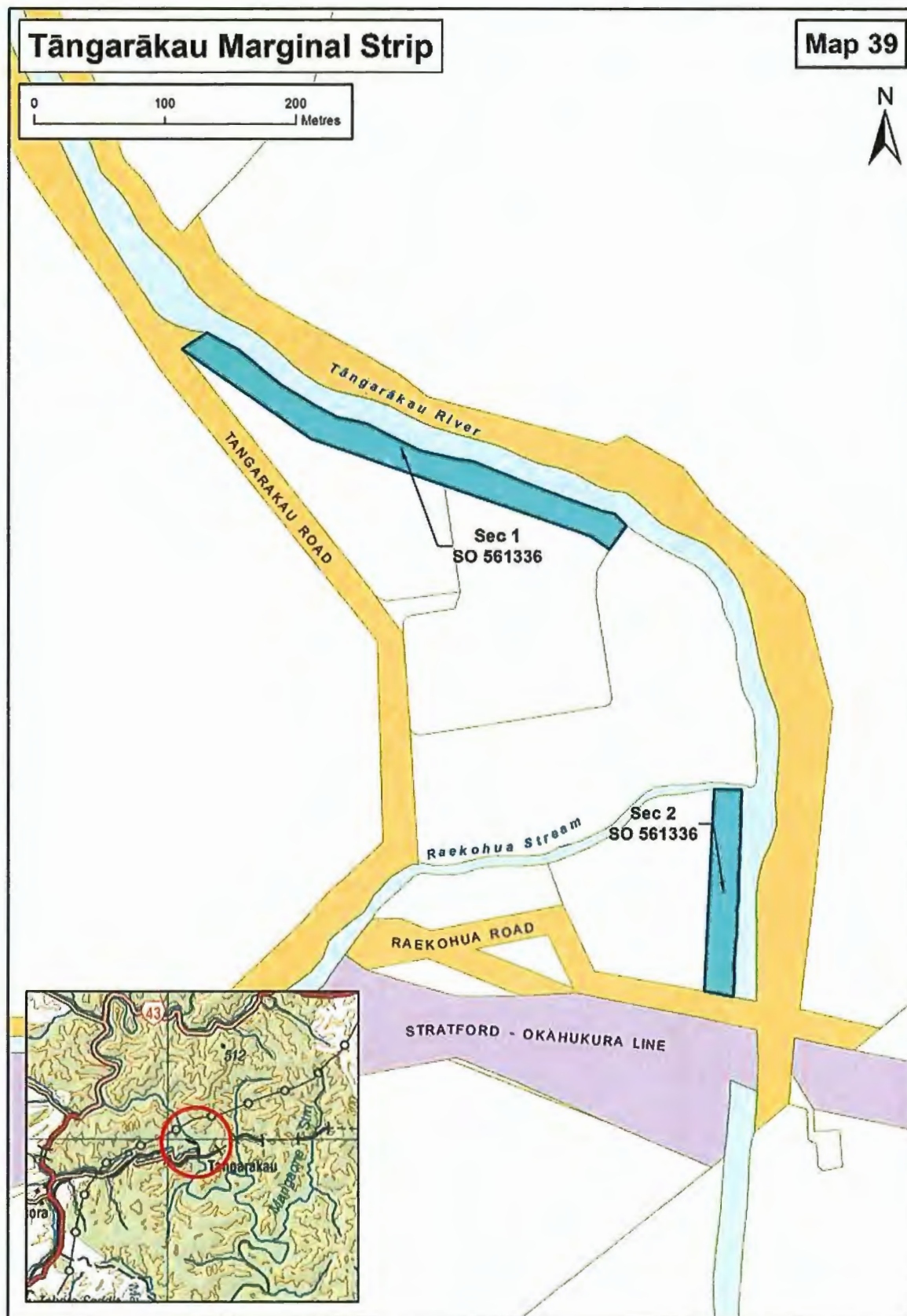


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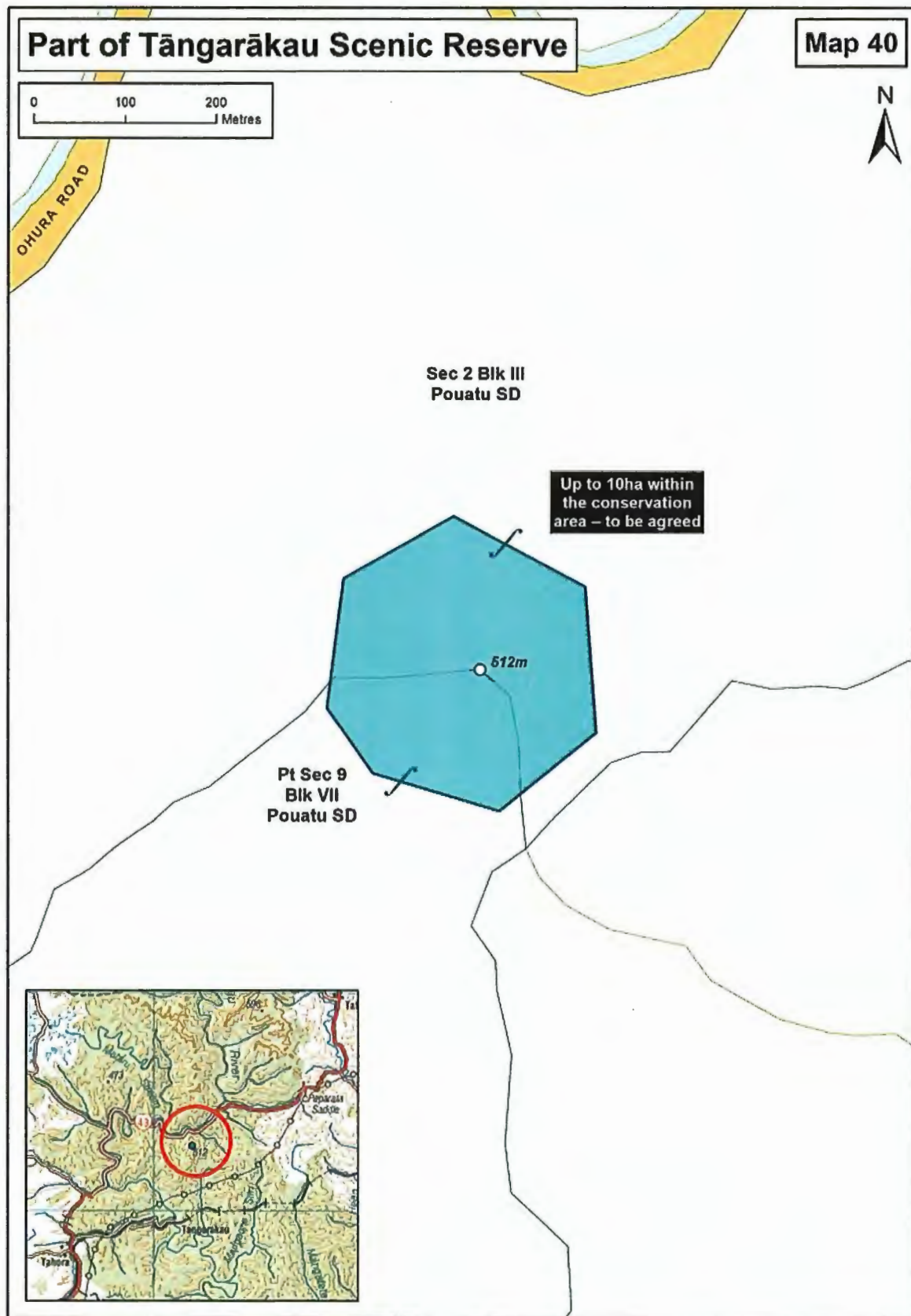




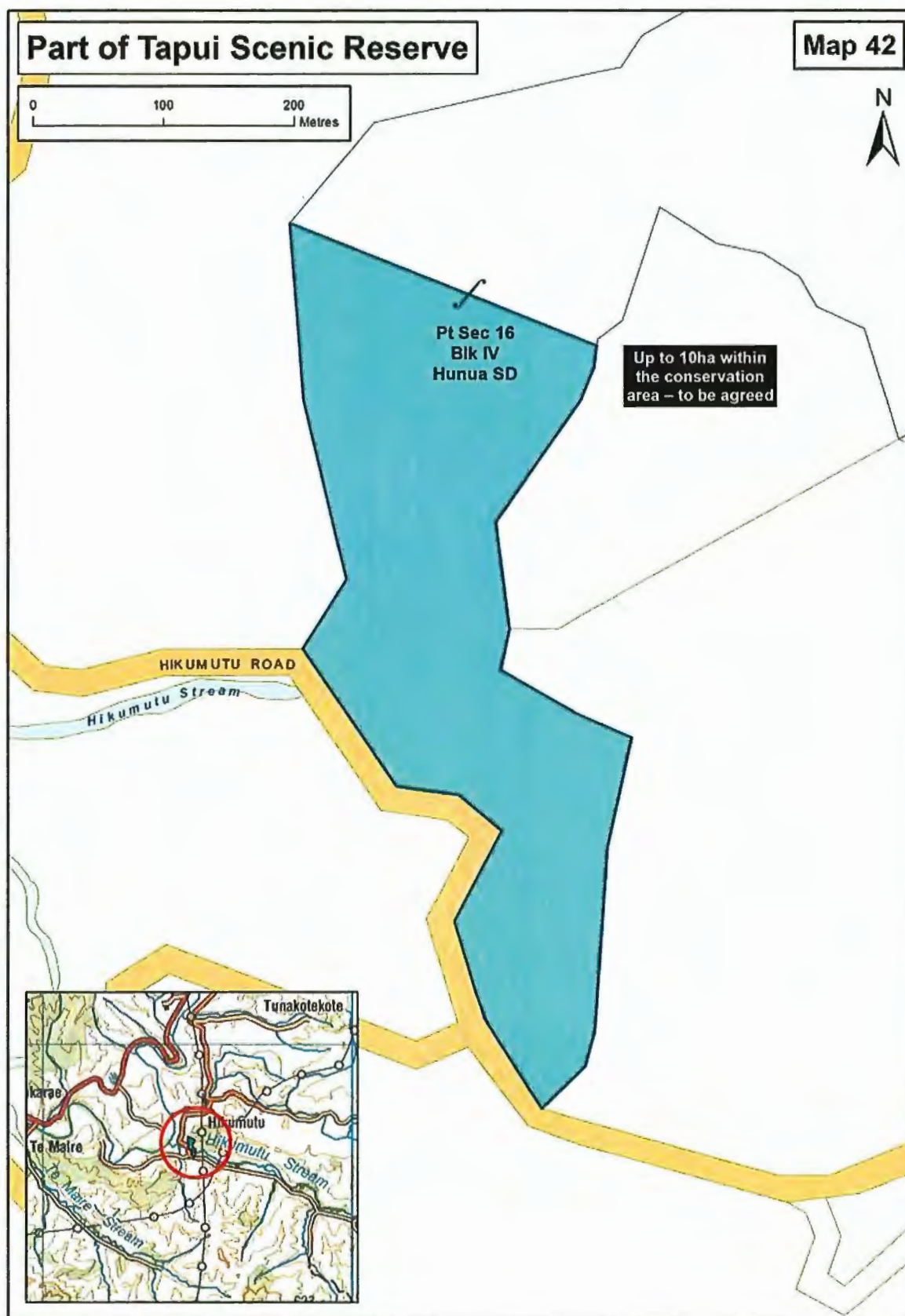


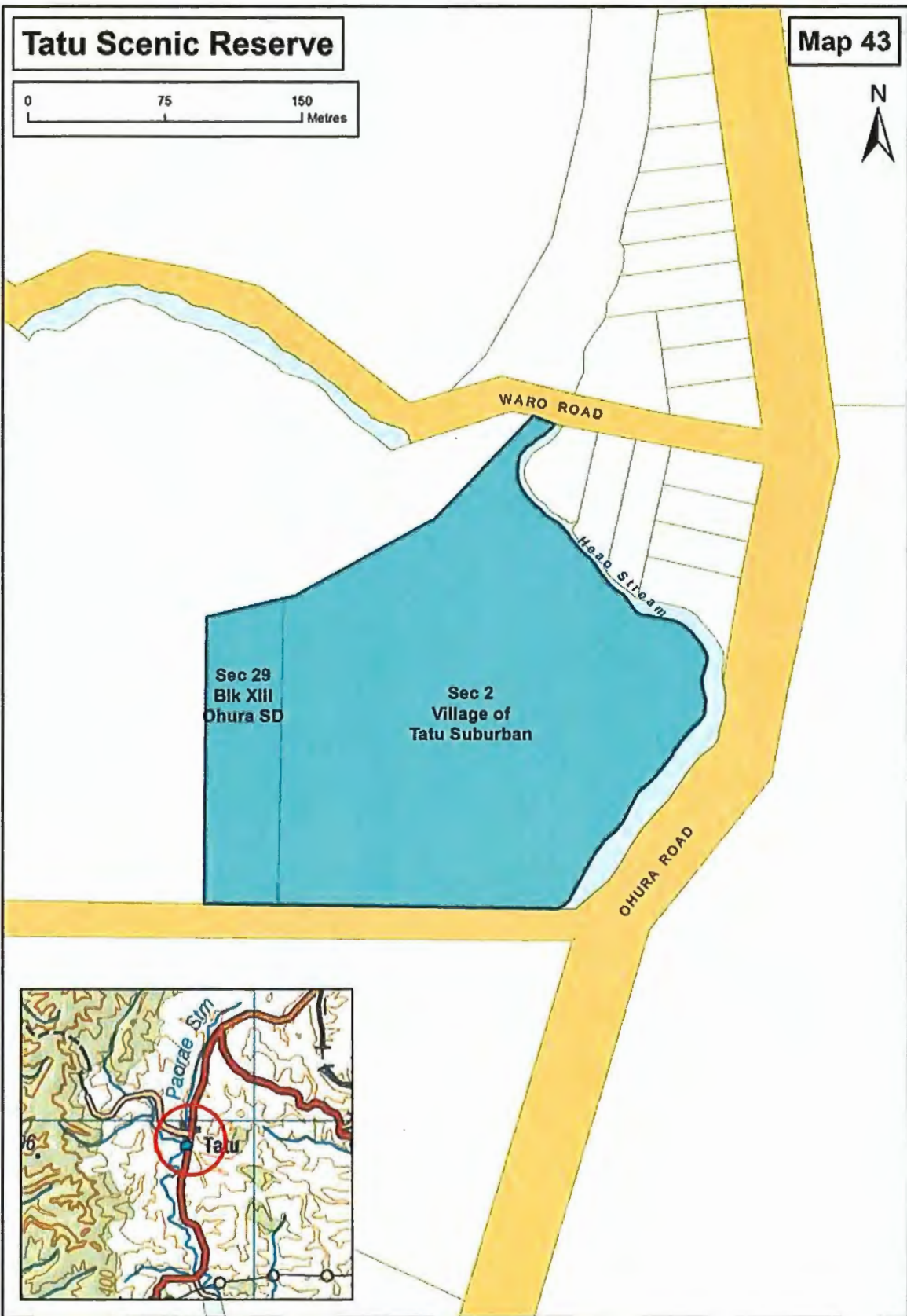


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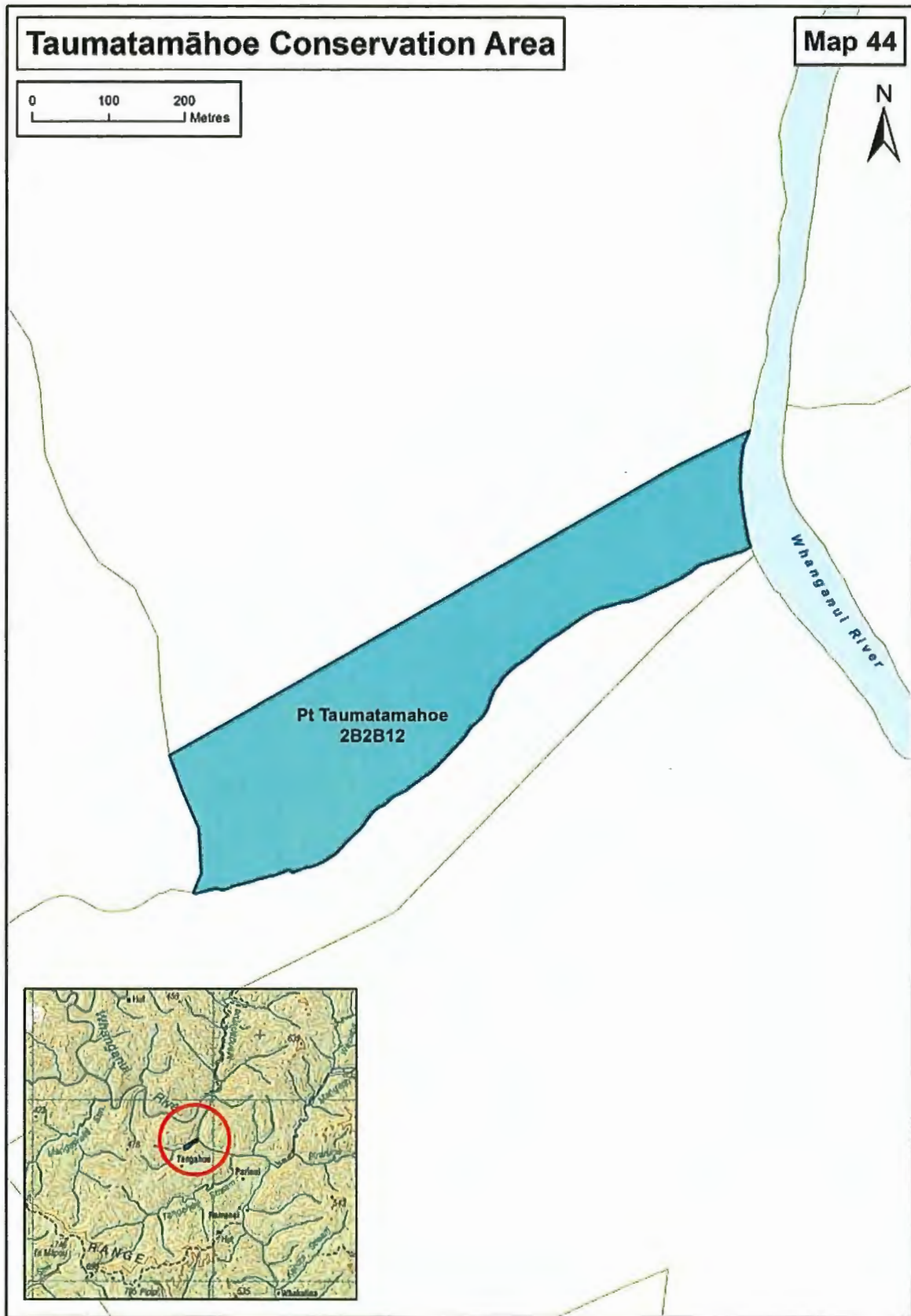








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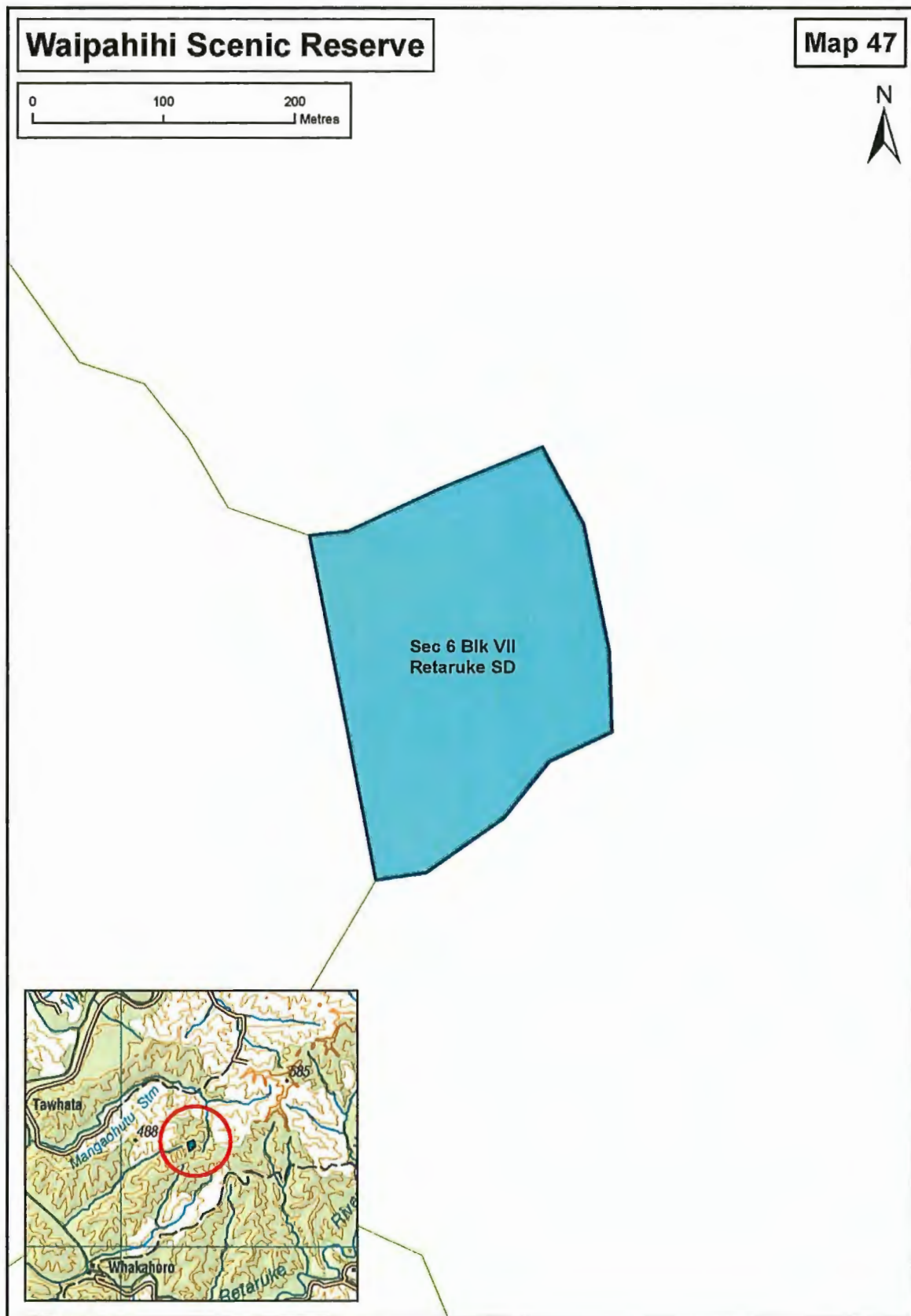




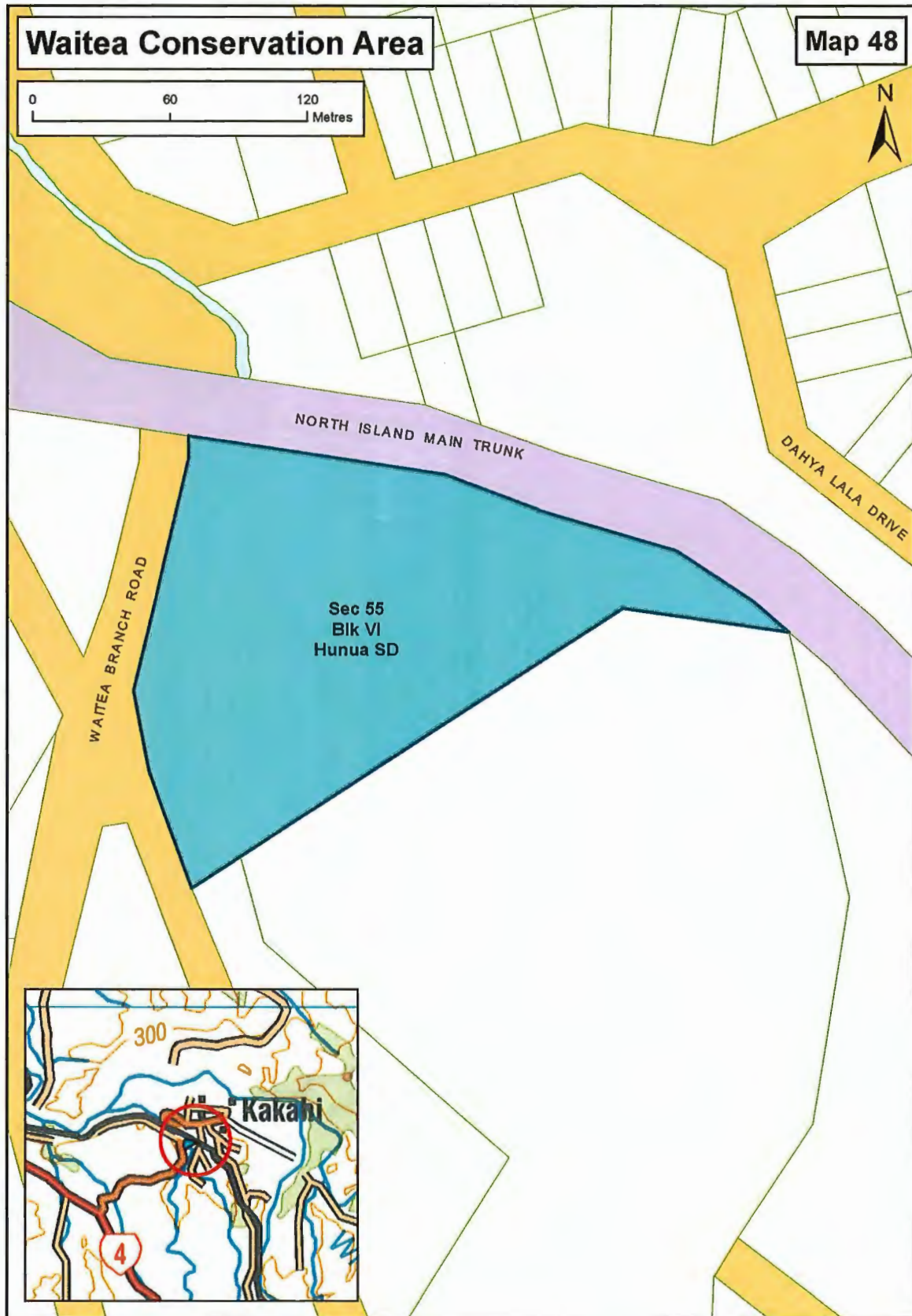
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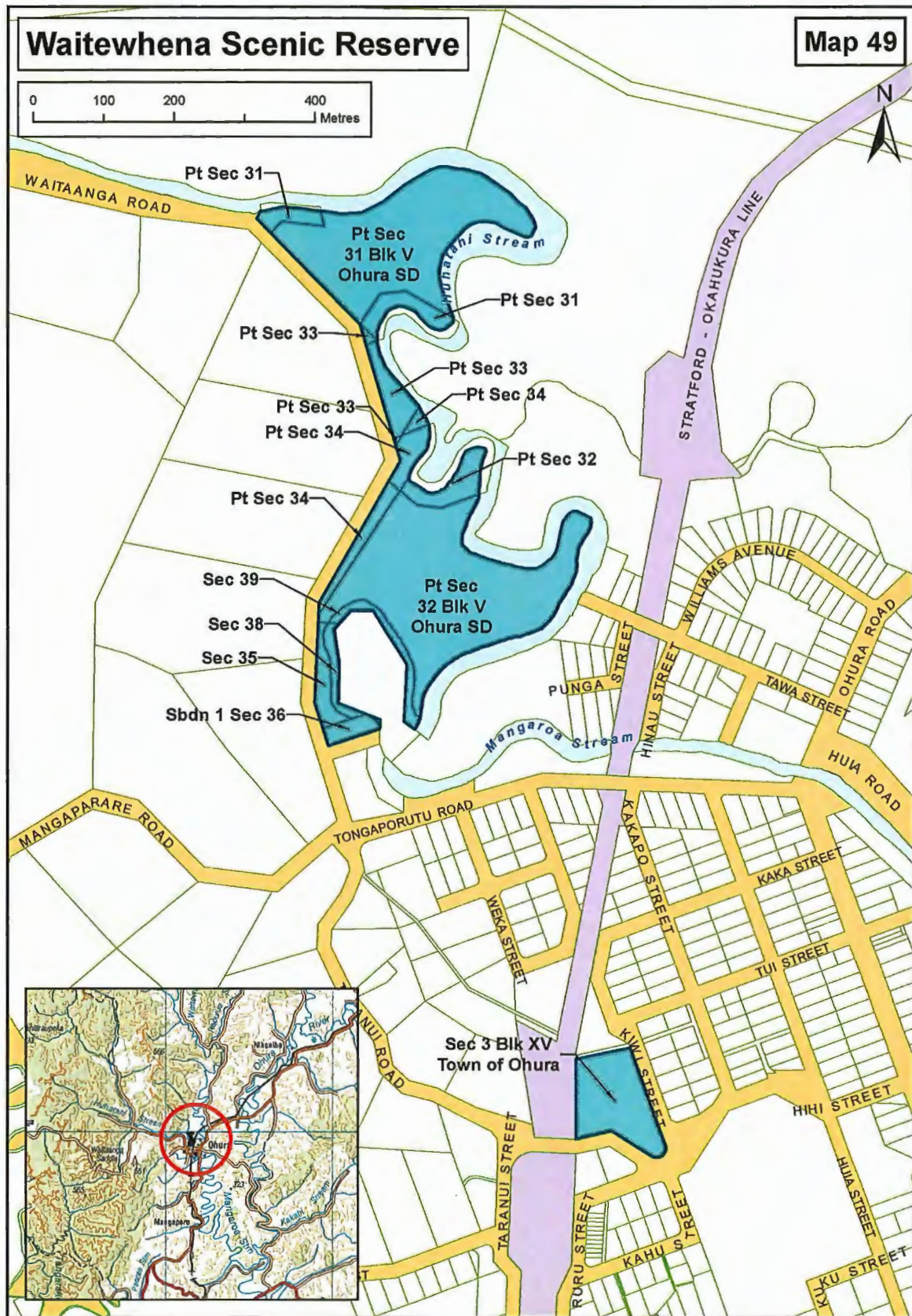
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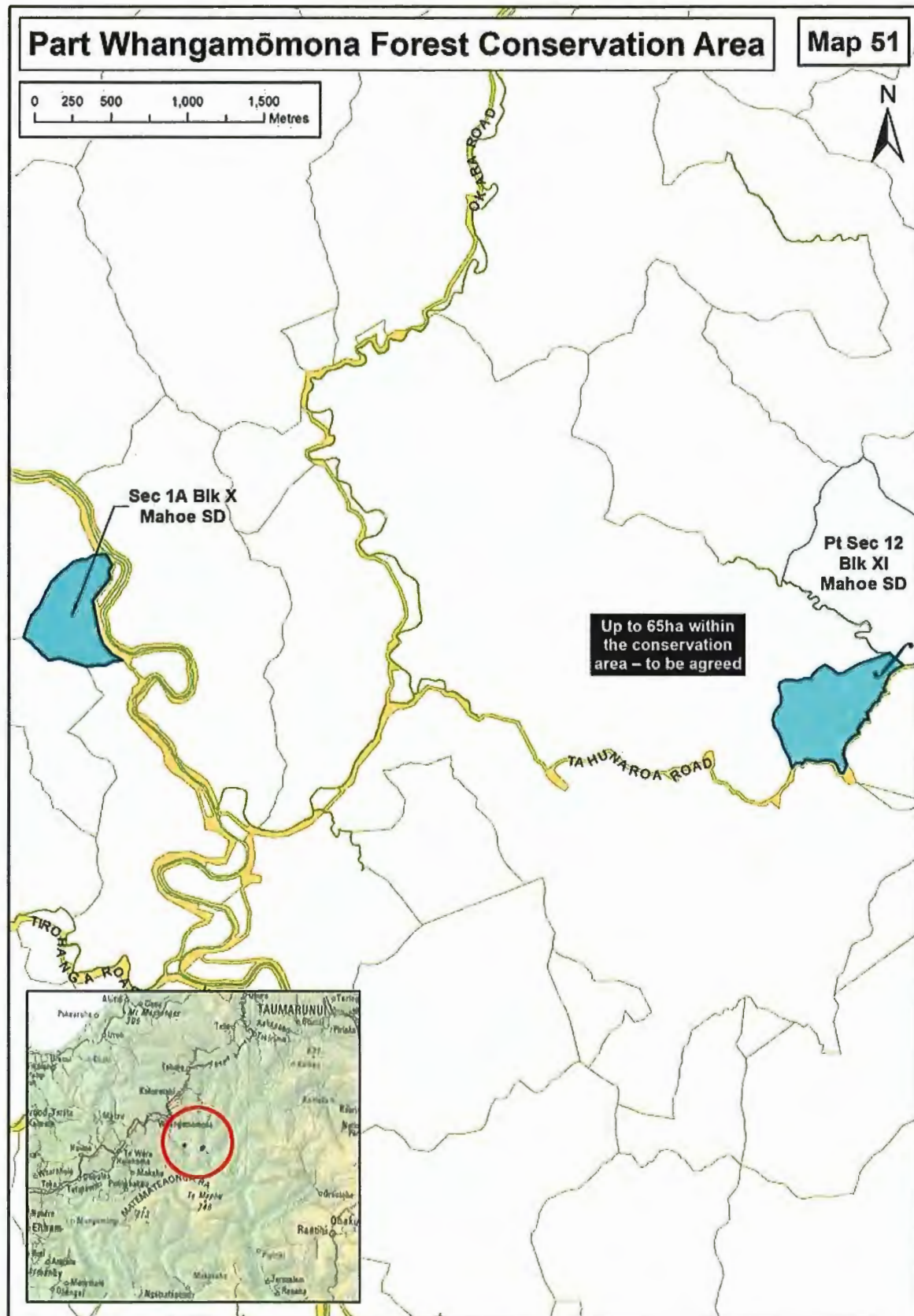


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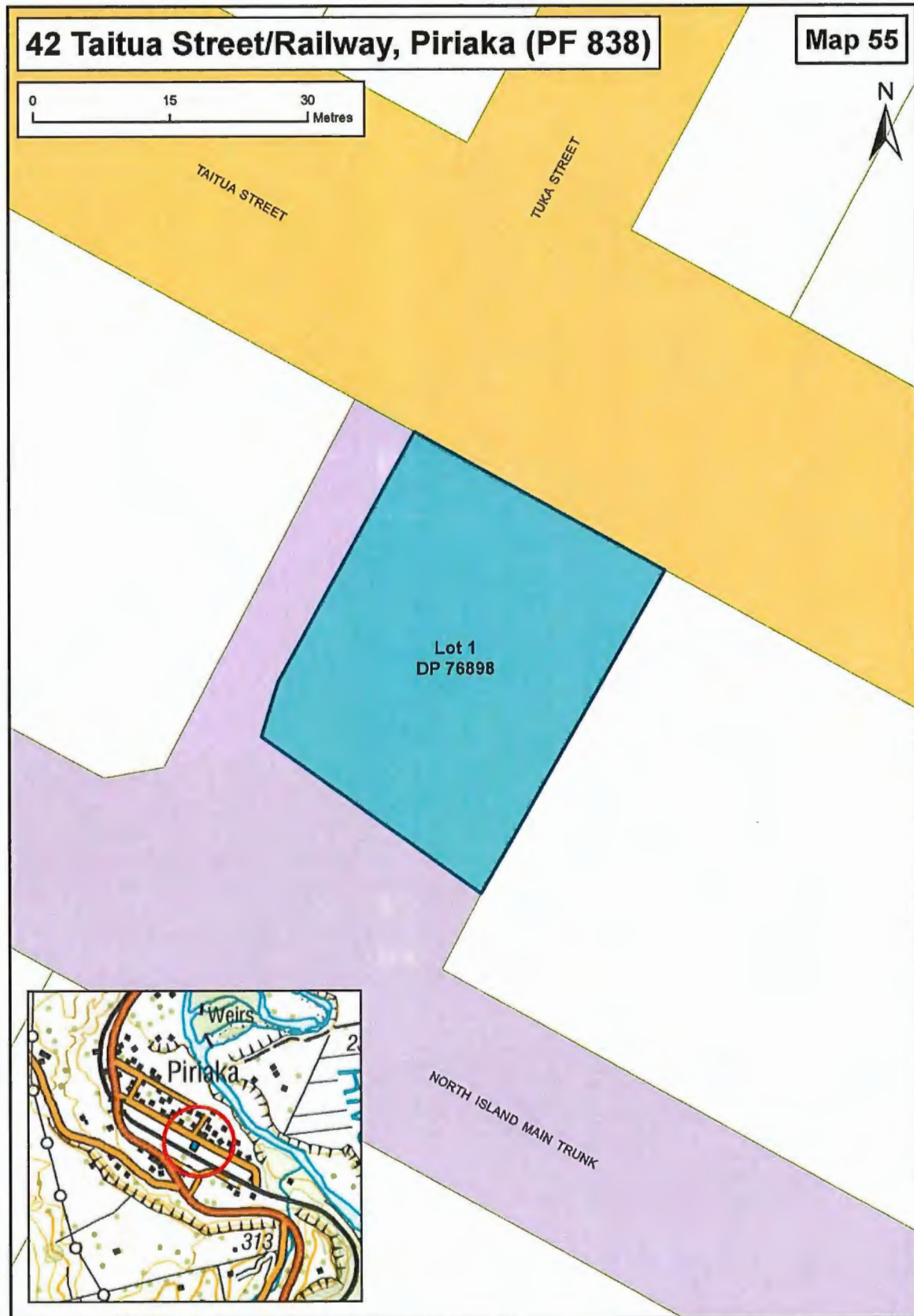


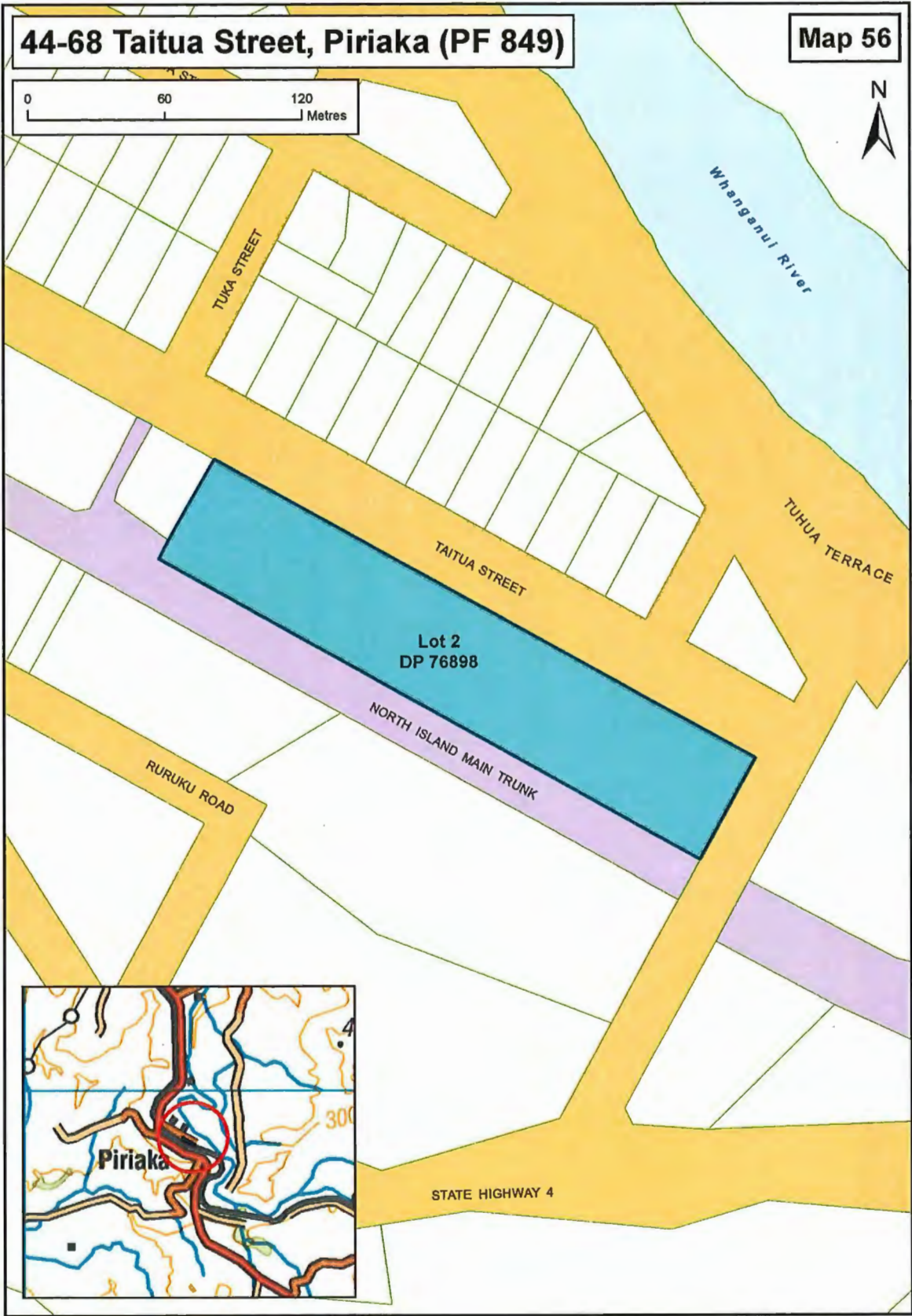


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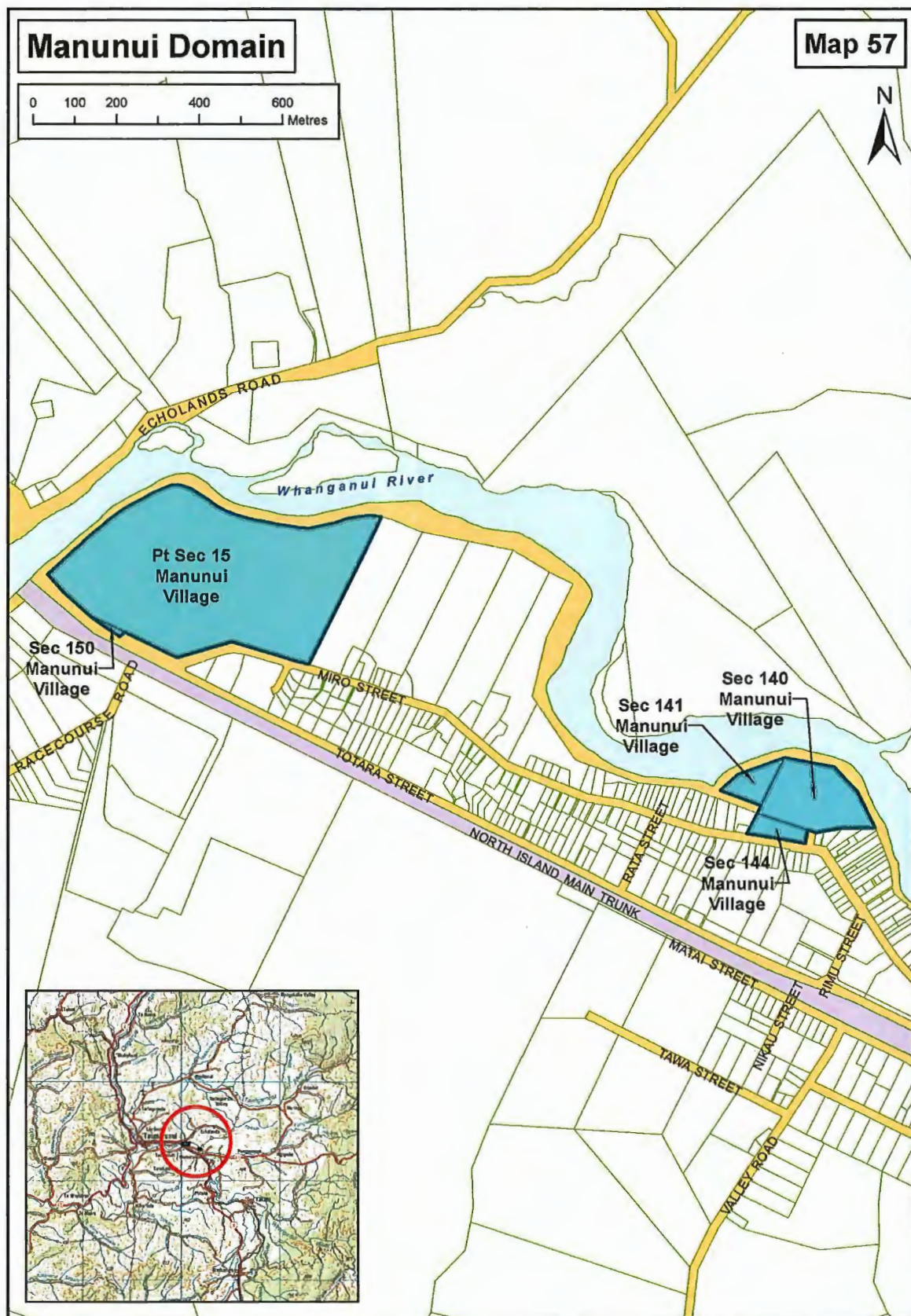


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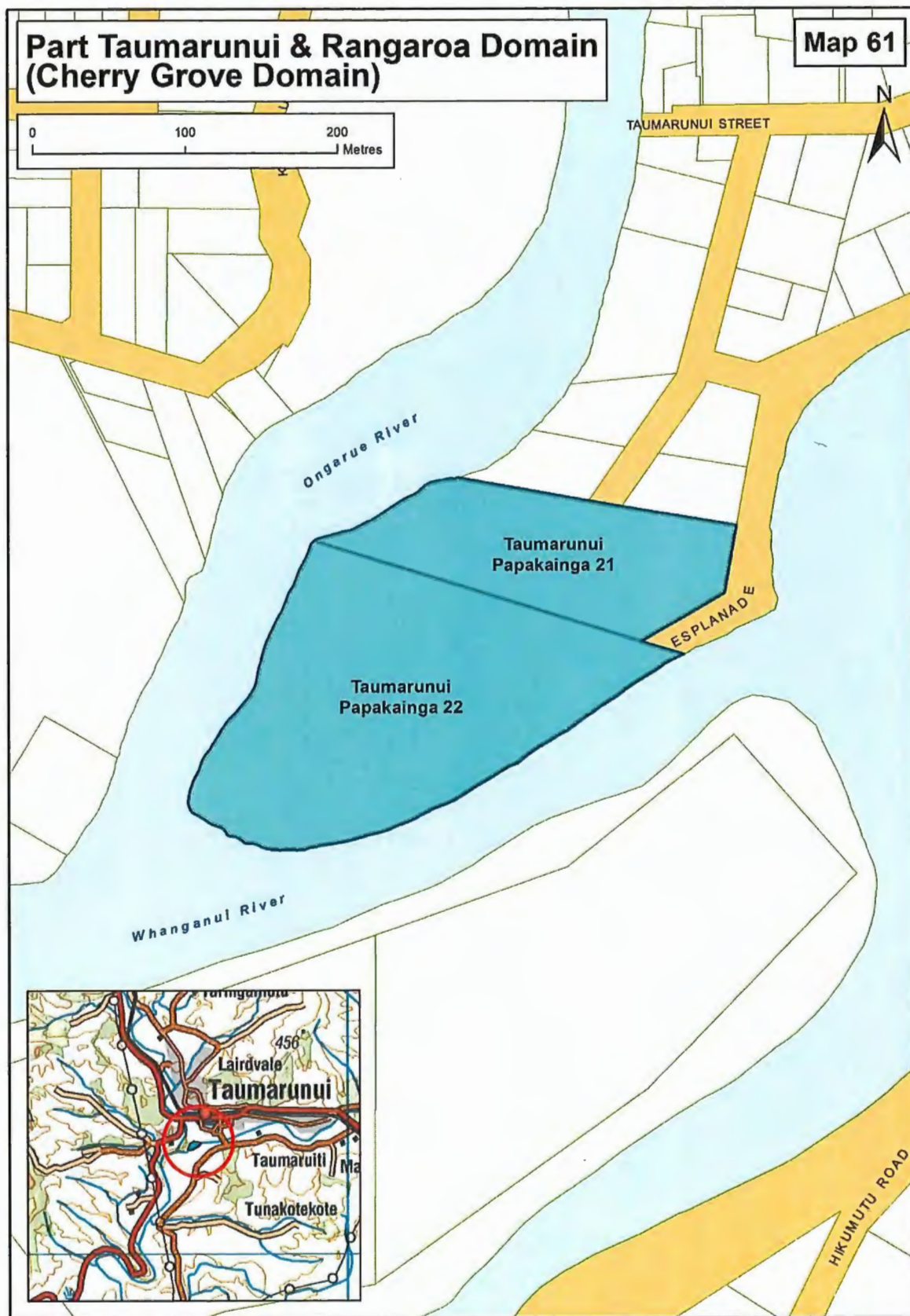


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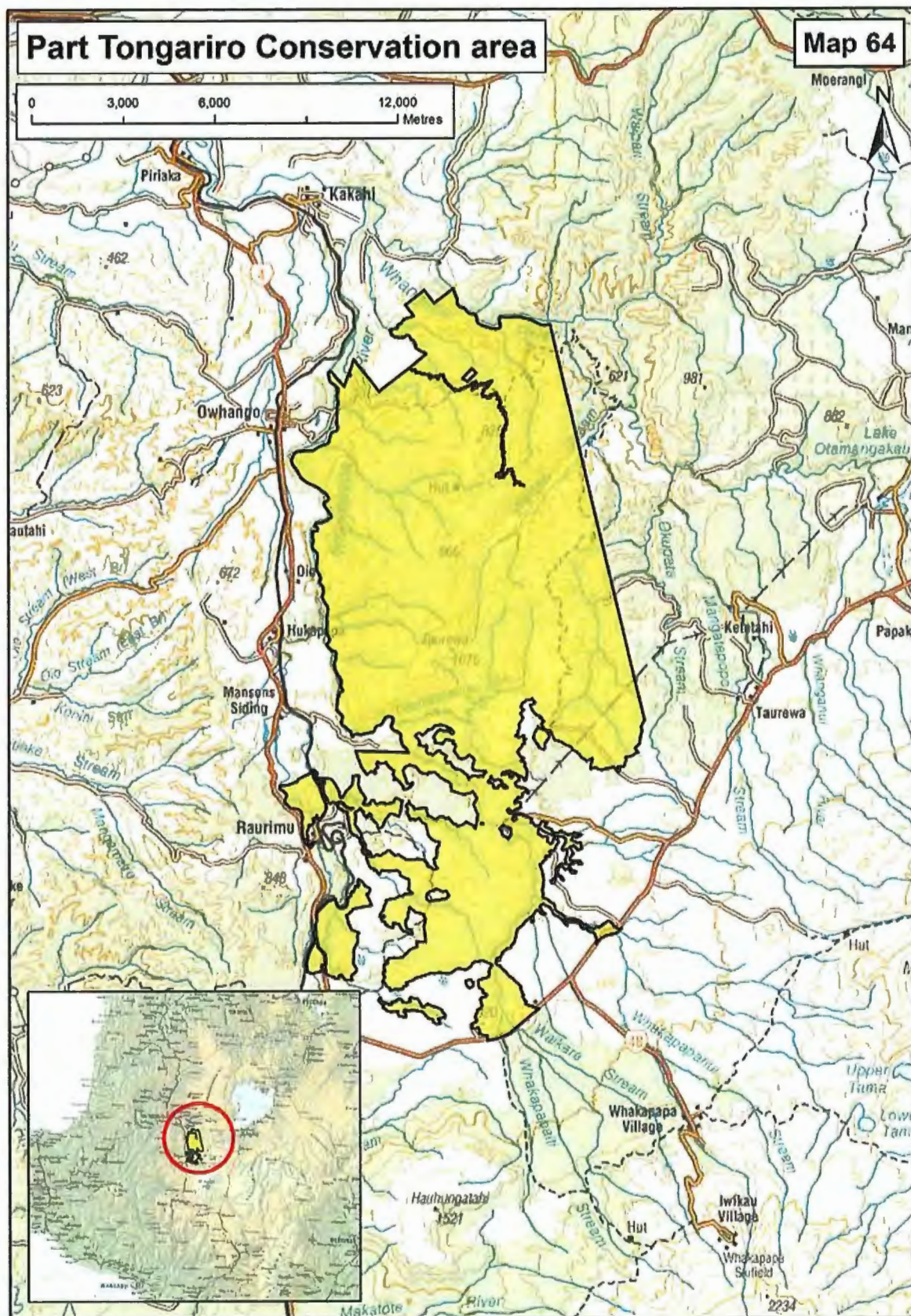
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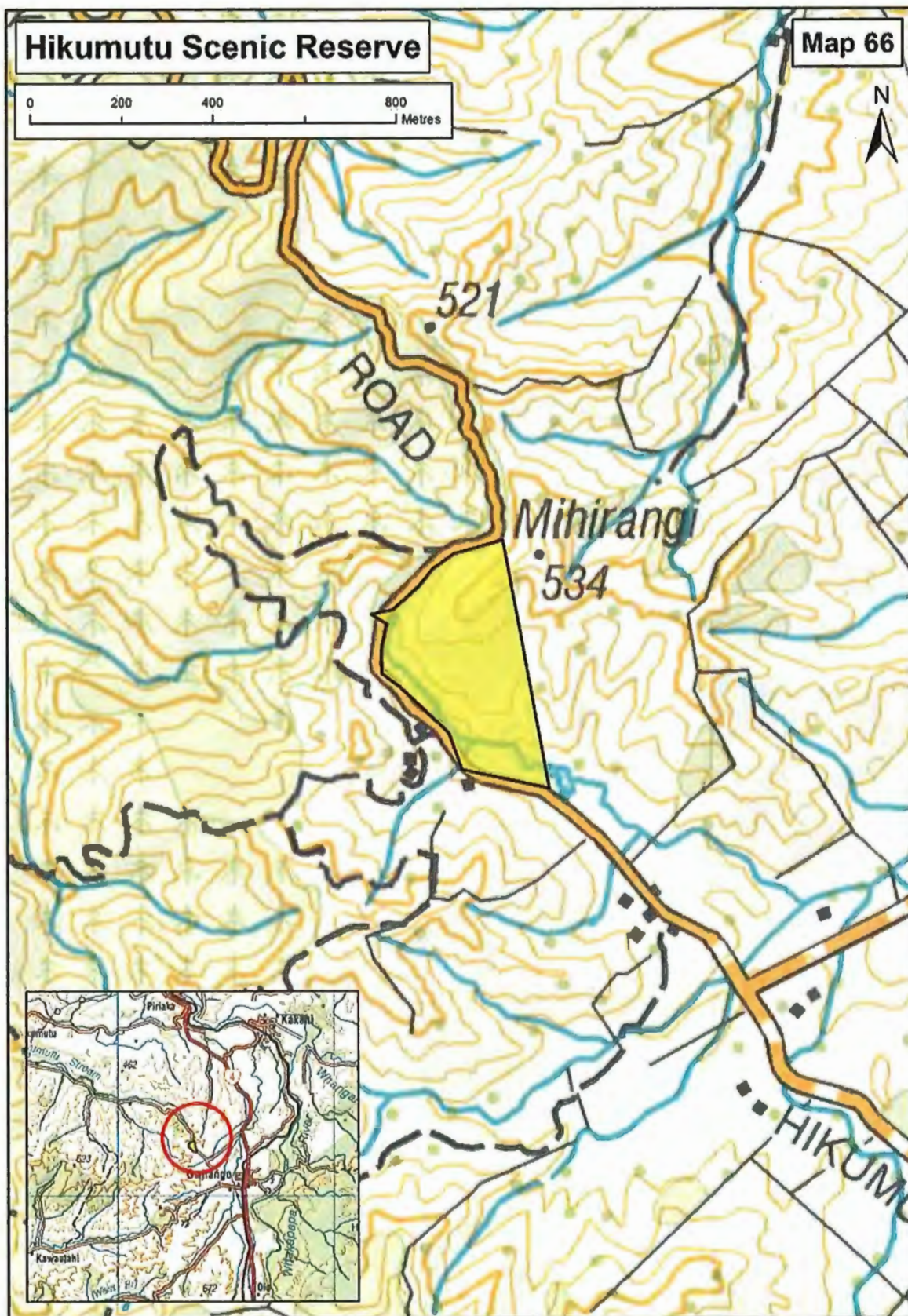


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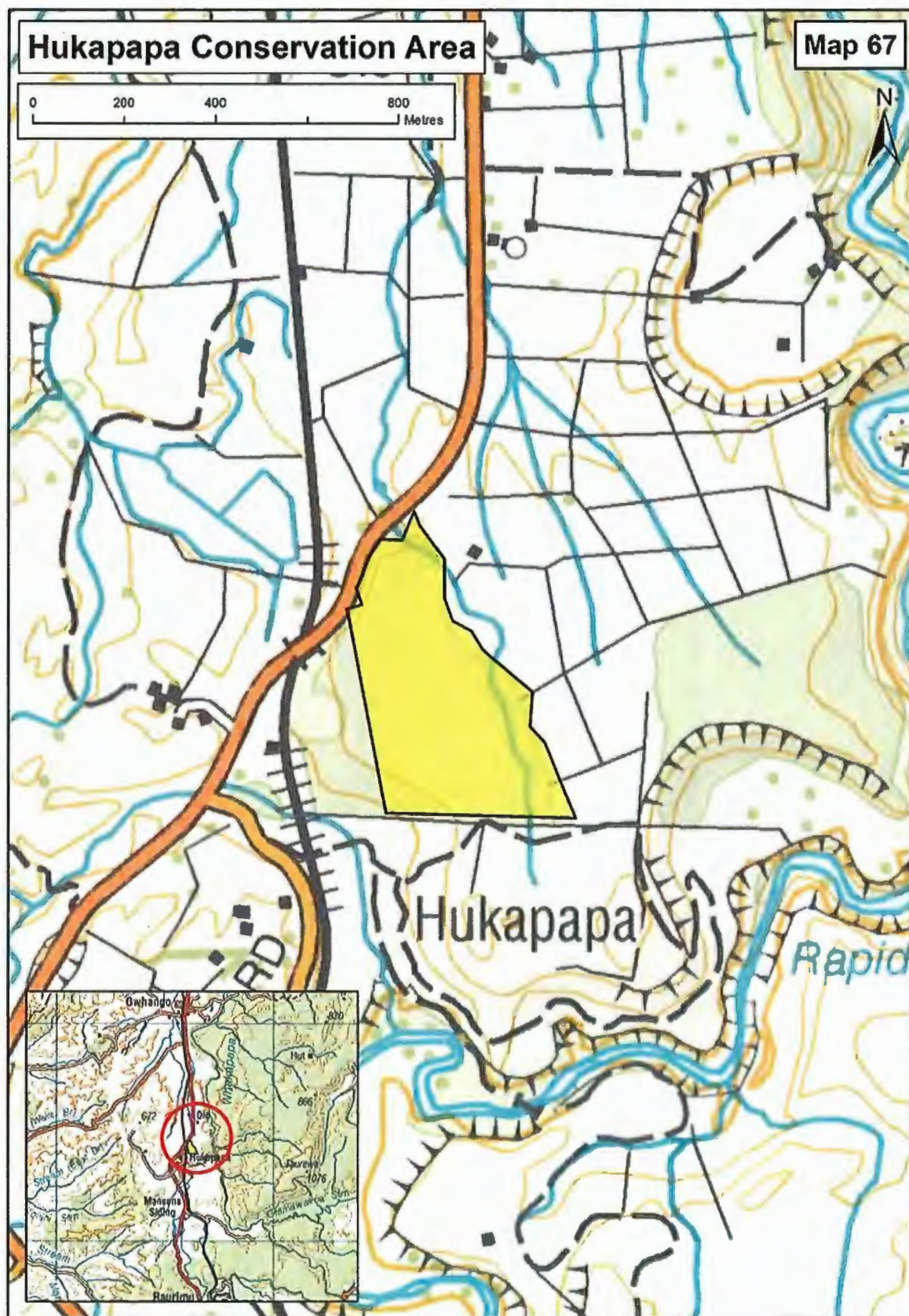


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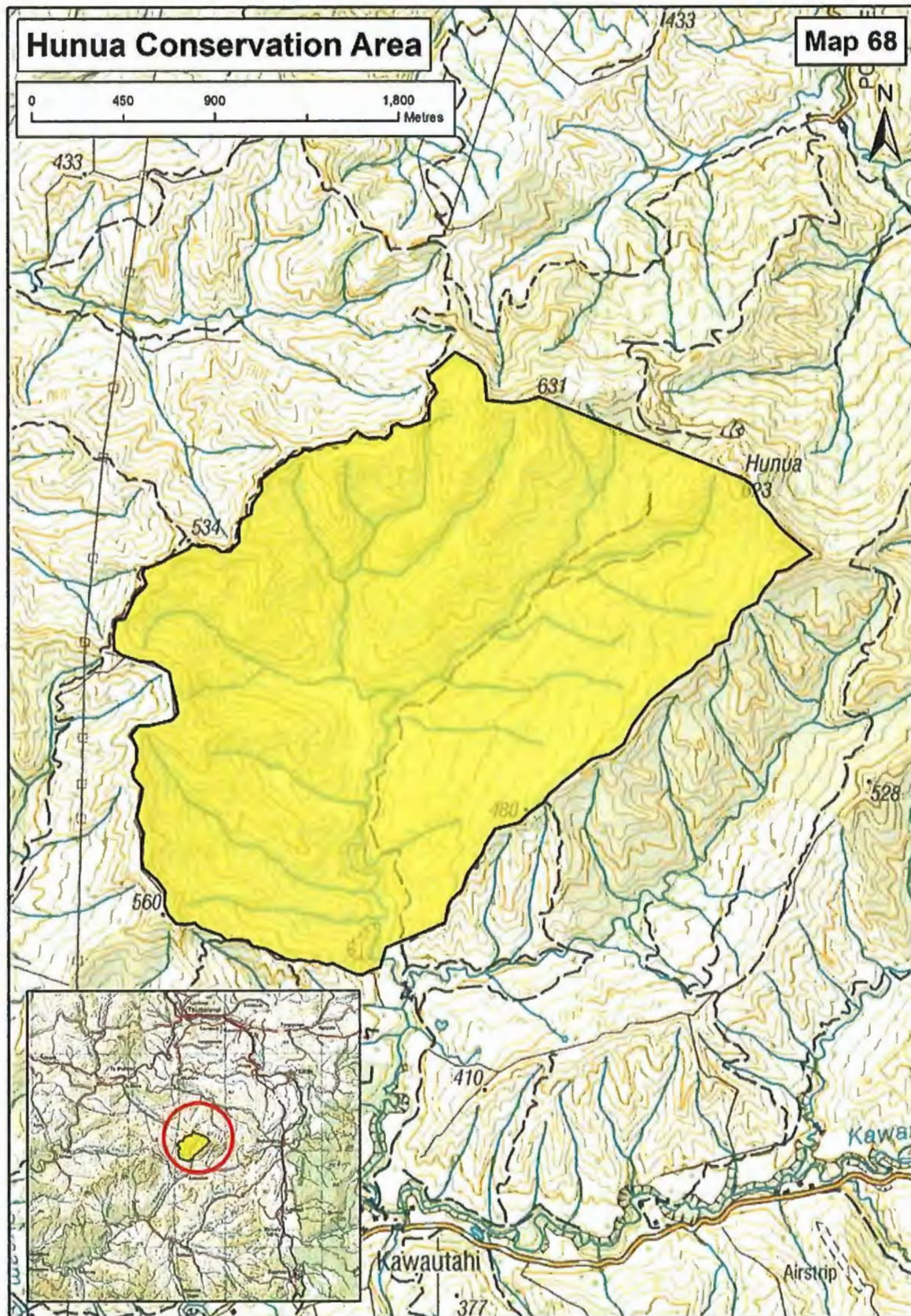




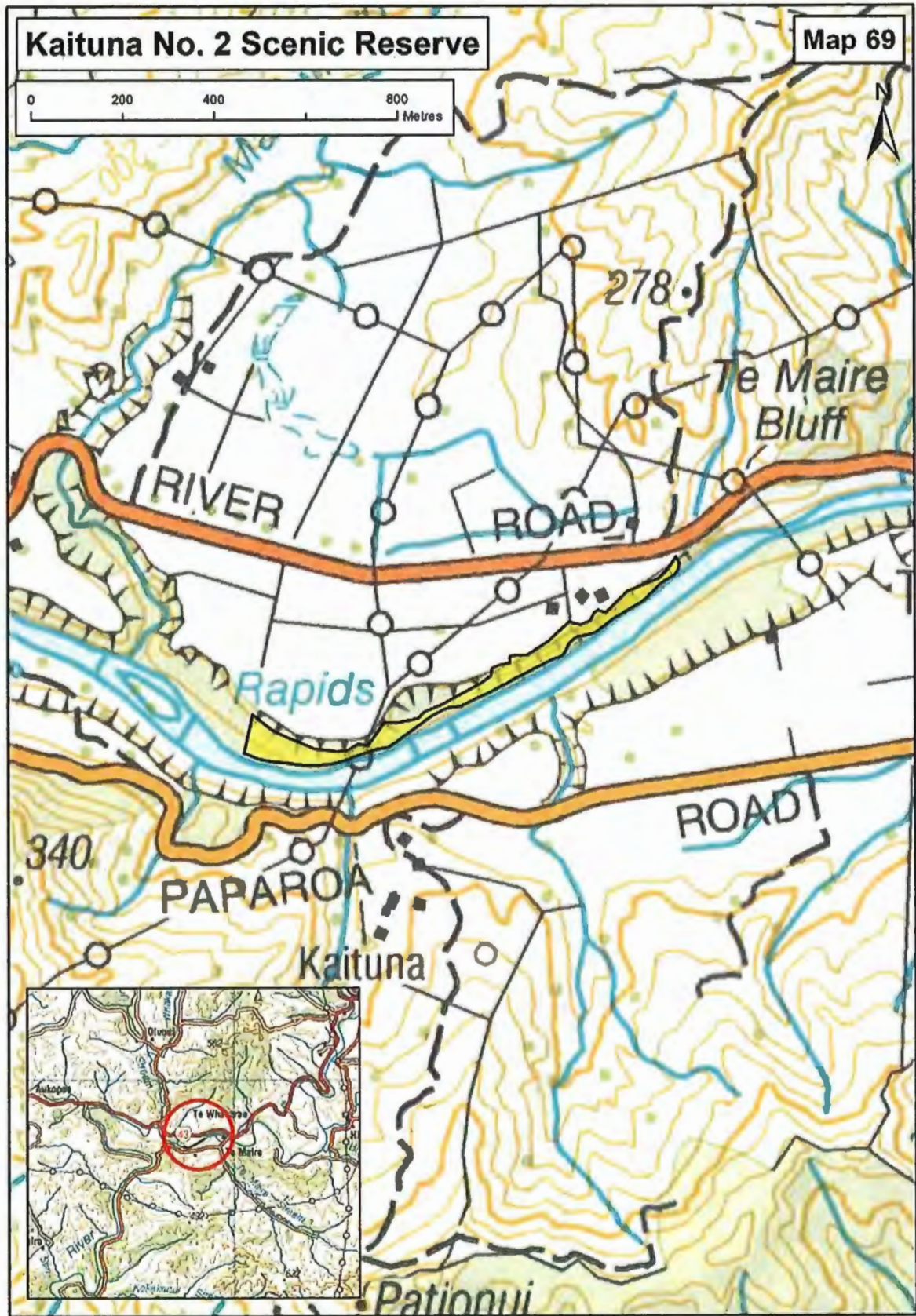
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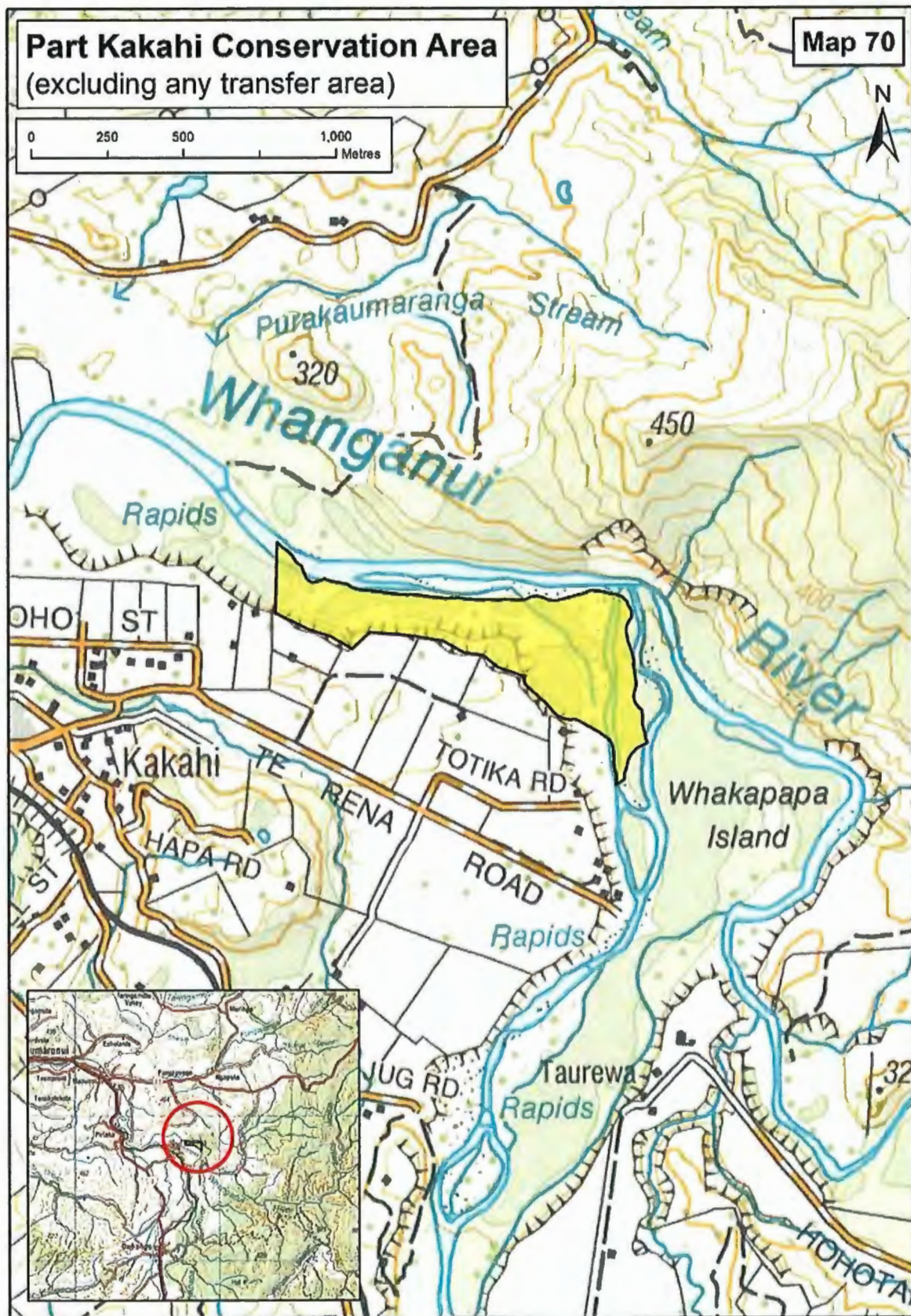
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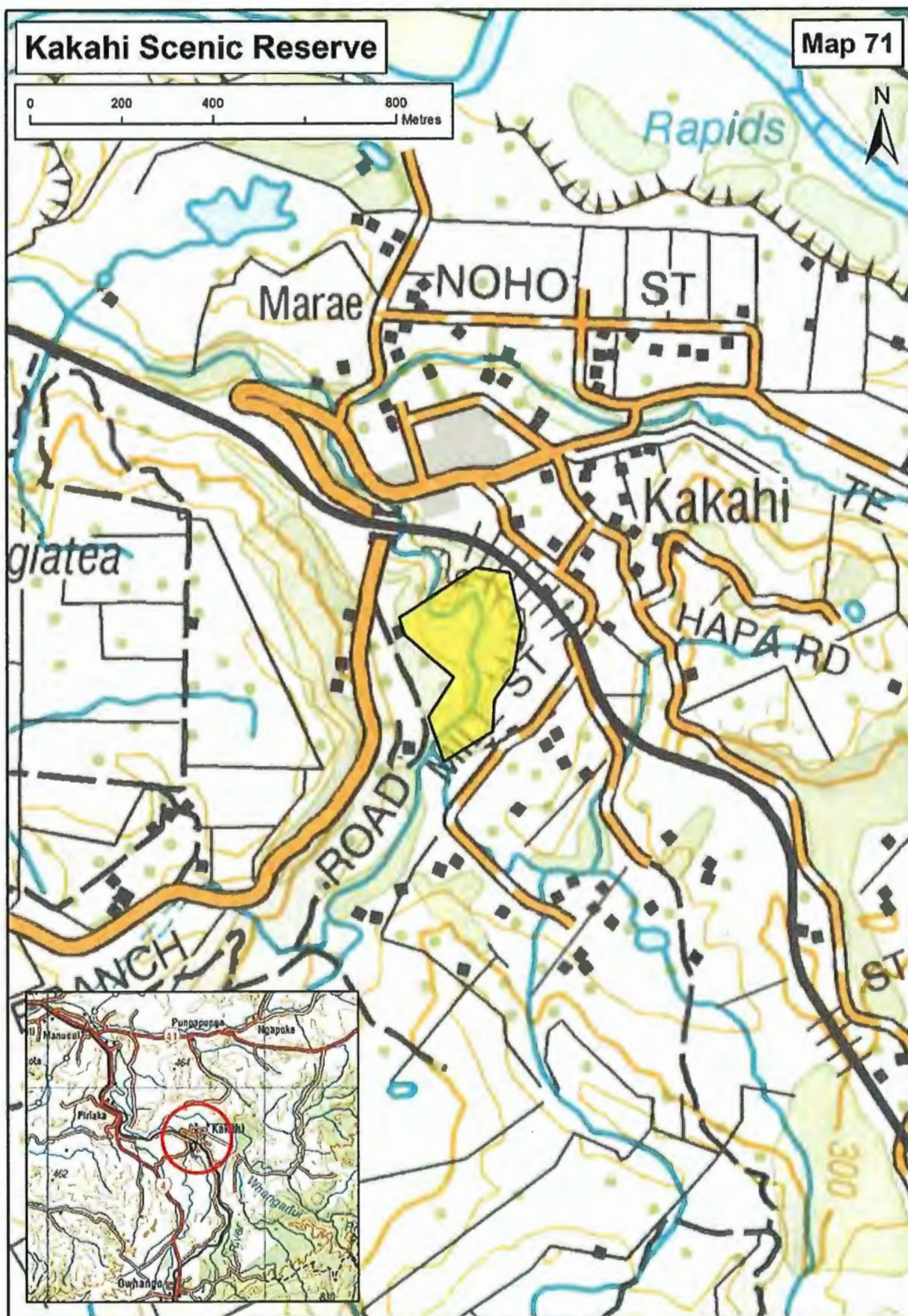
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ARC



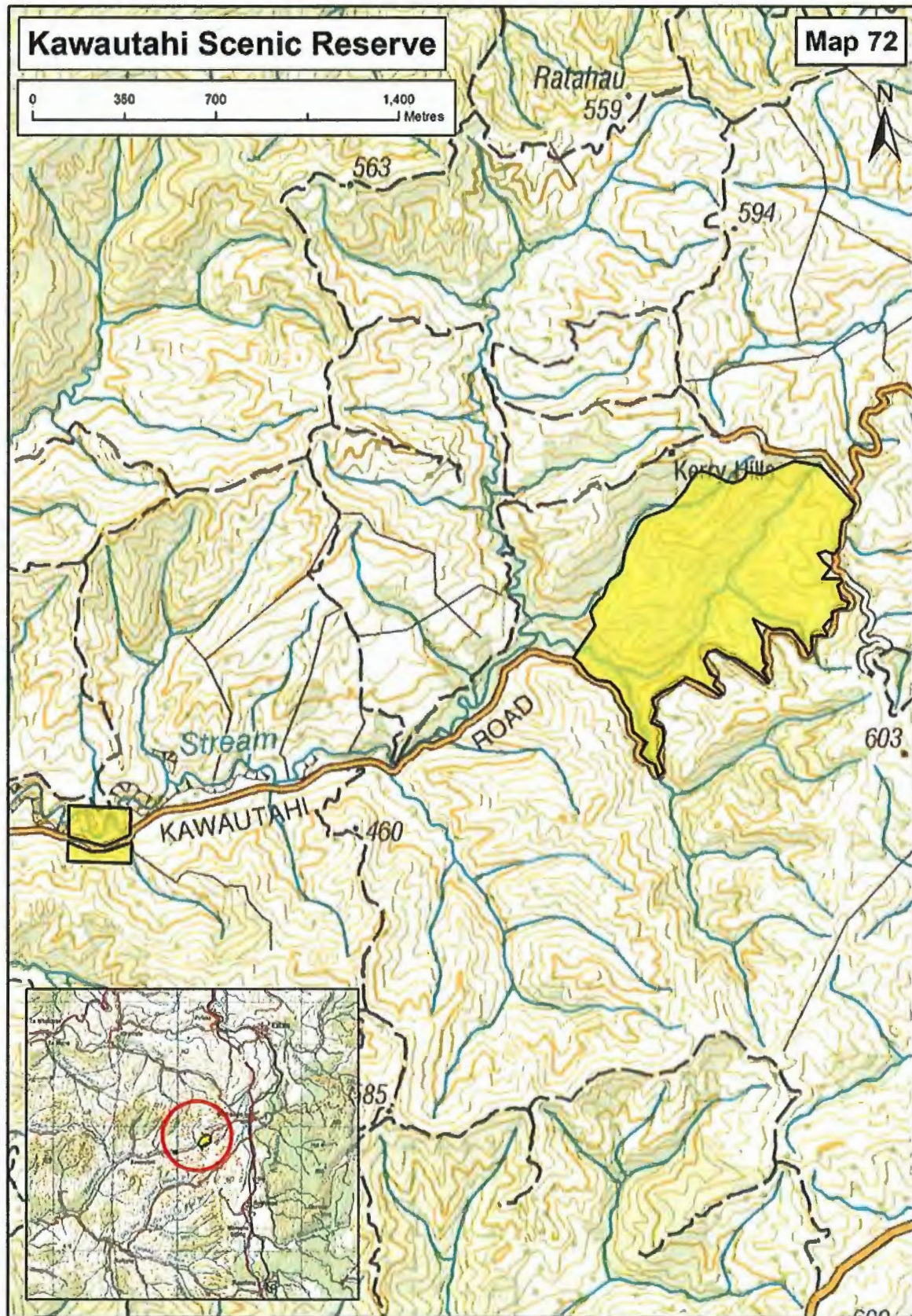
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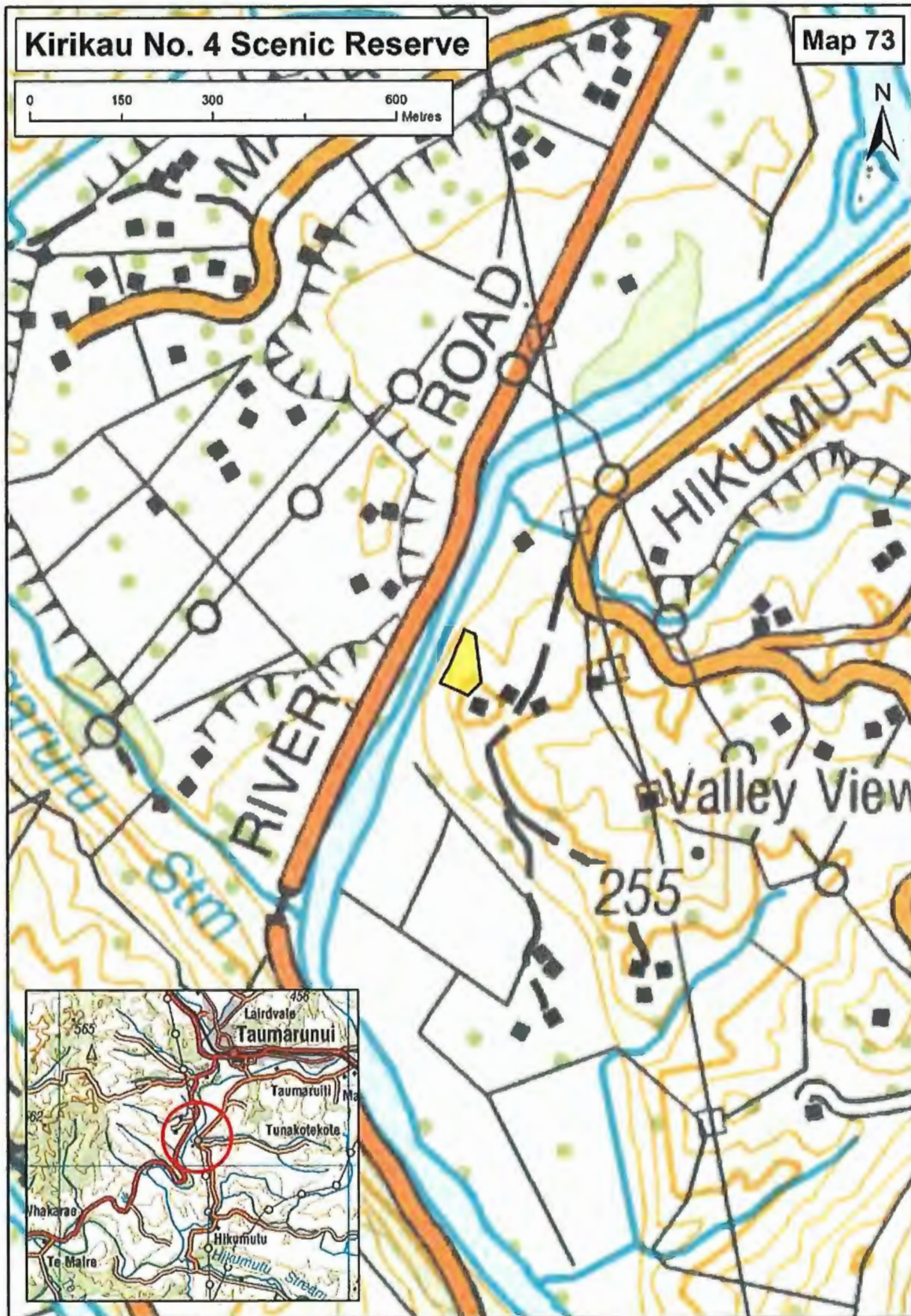
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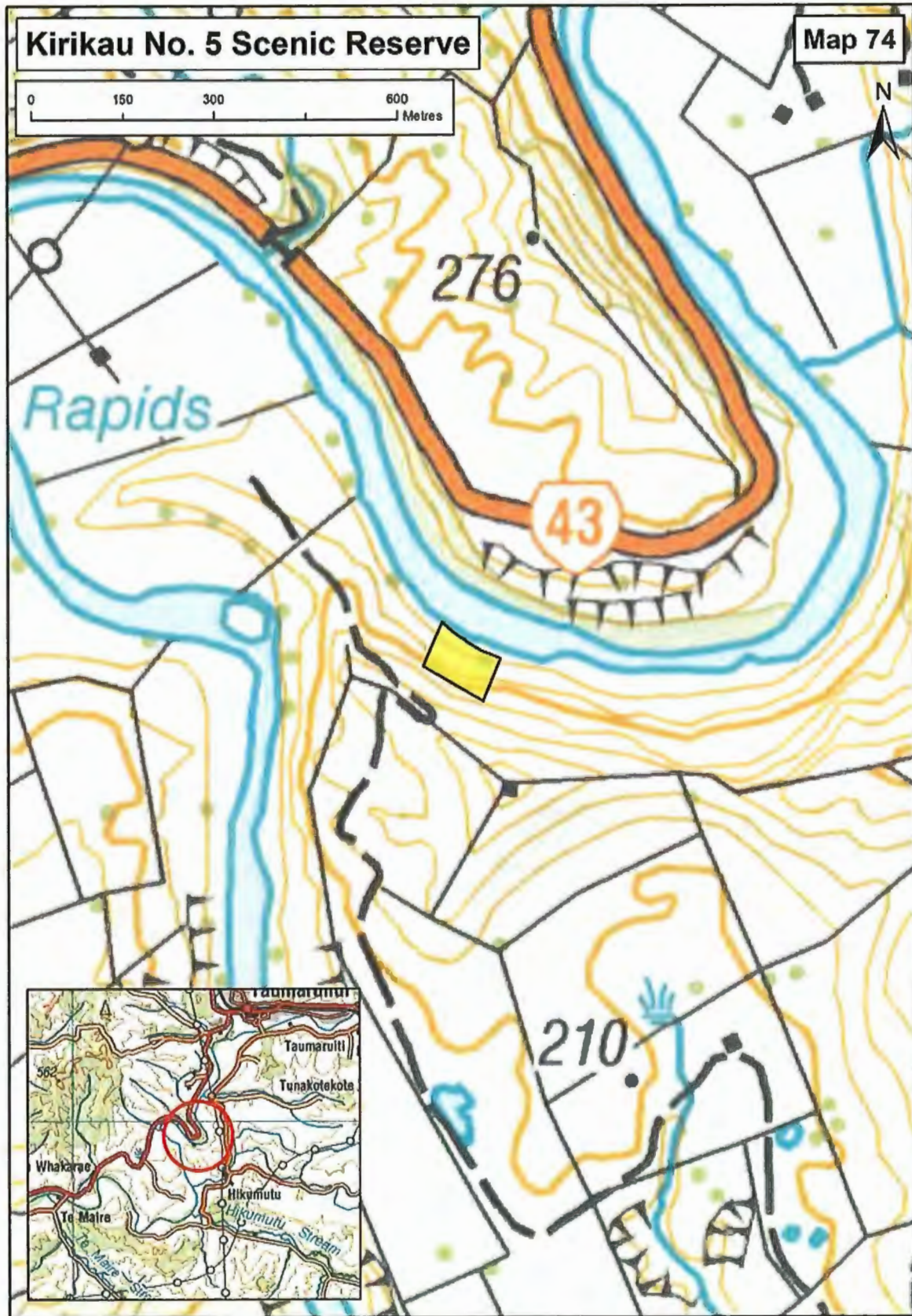
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MCC



BS
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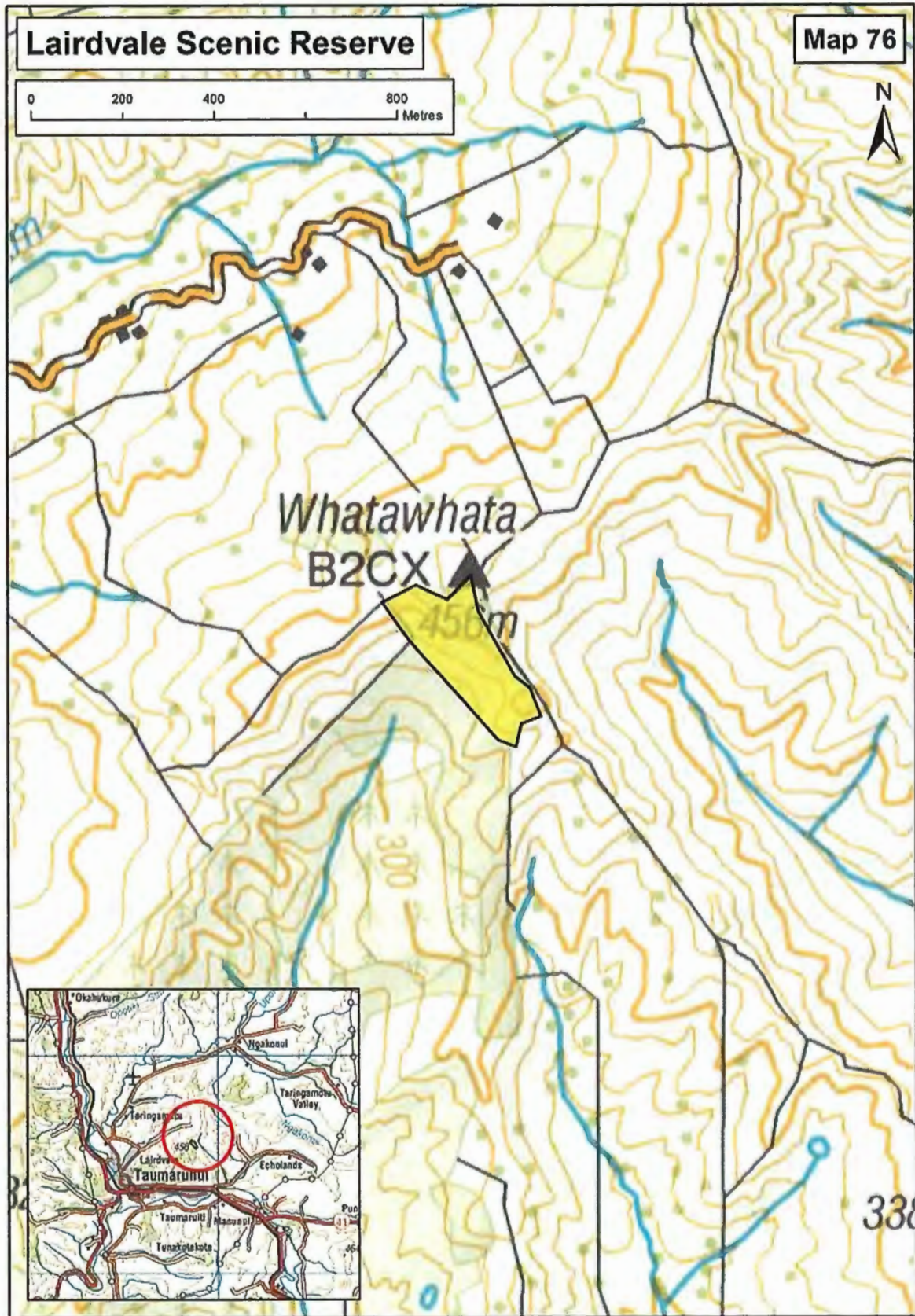


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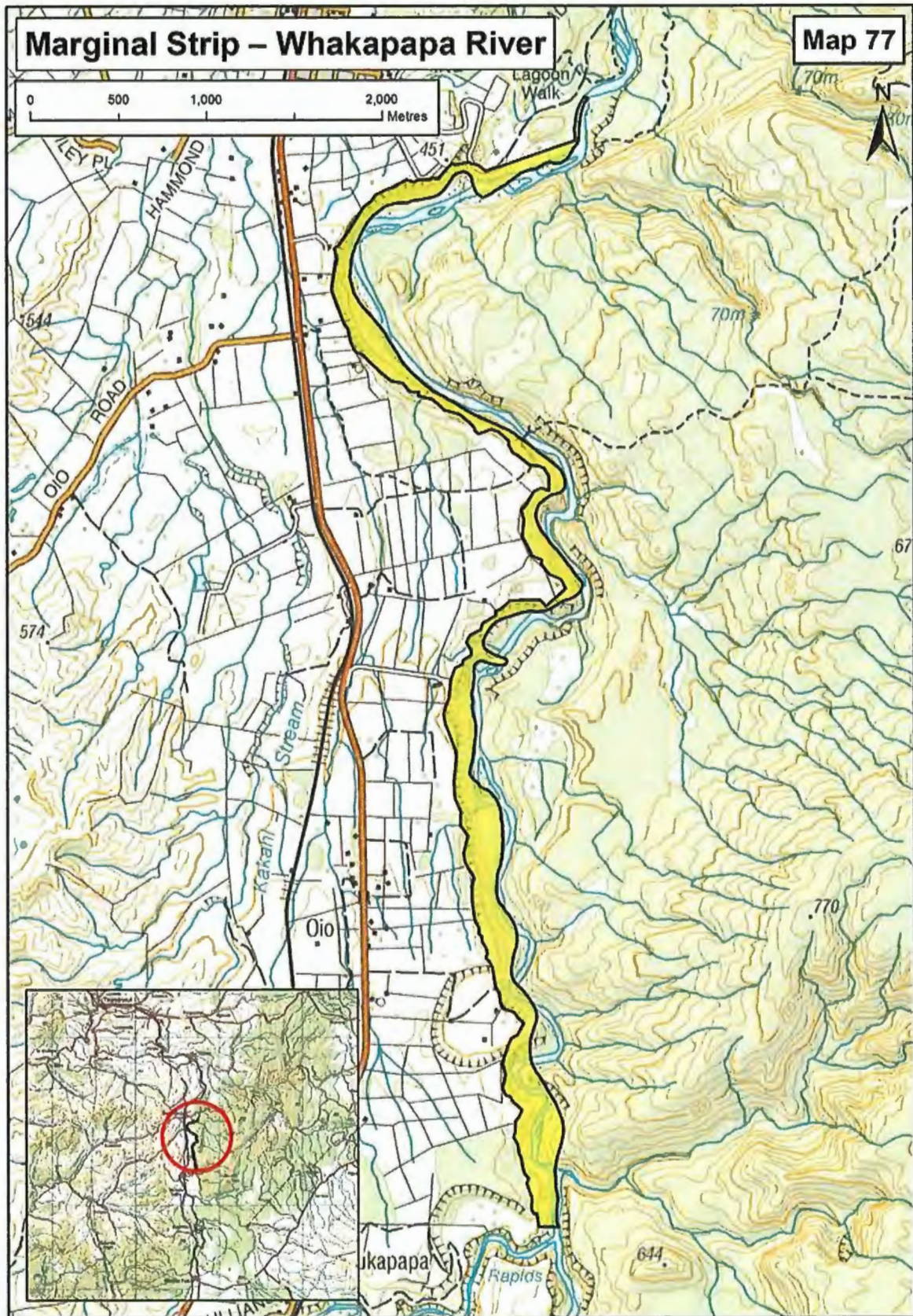


36
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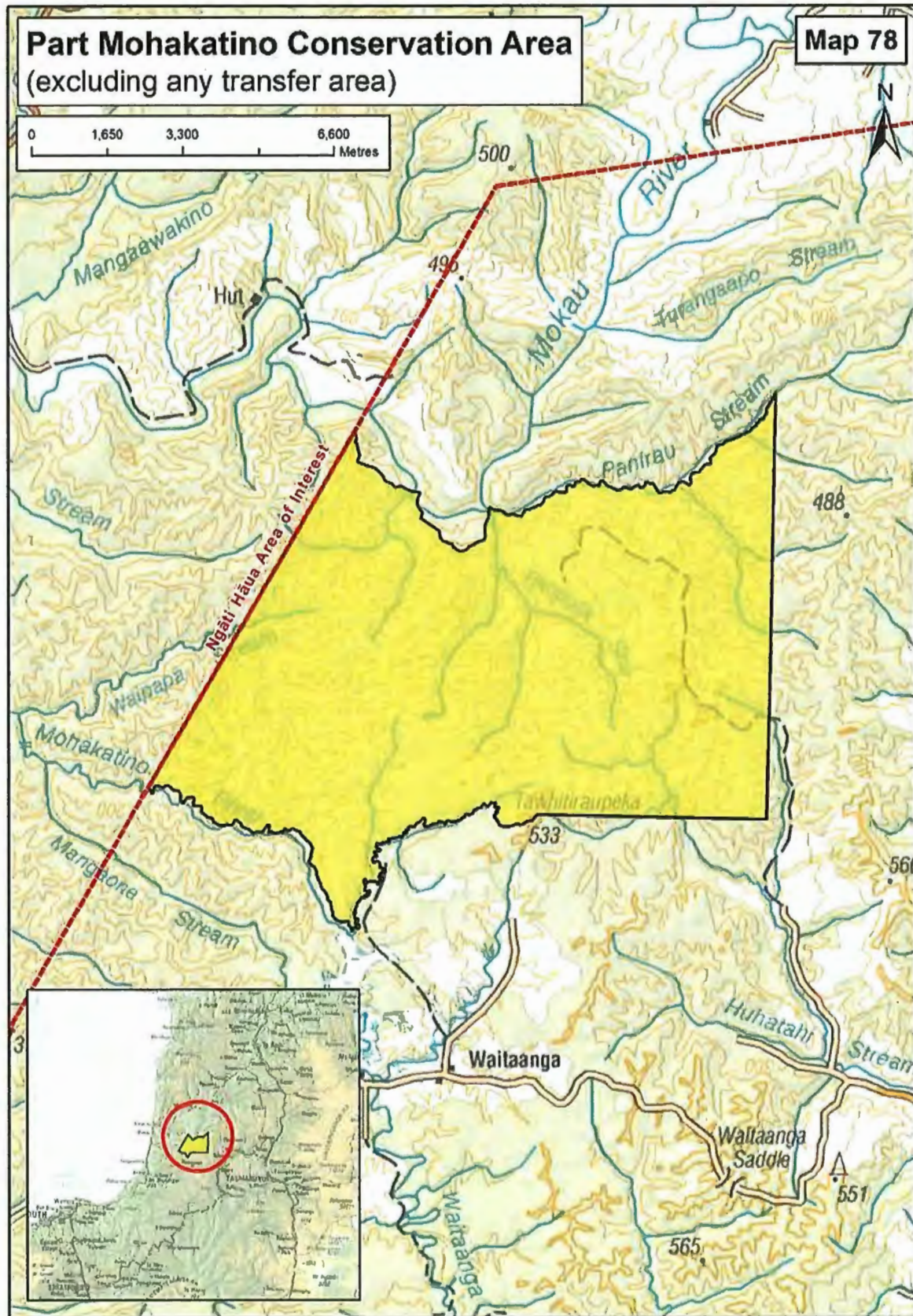




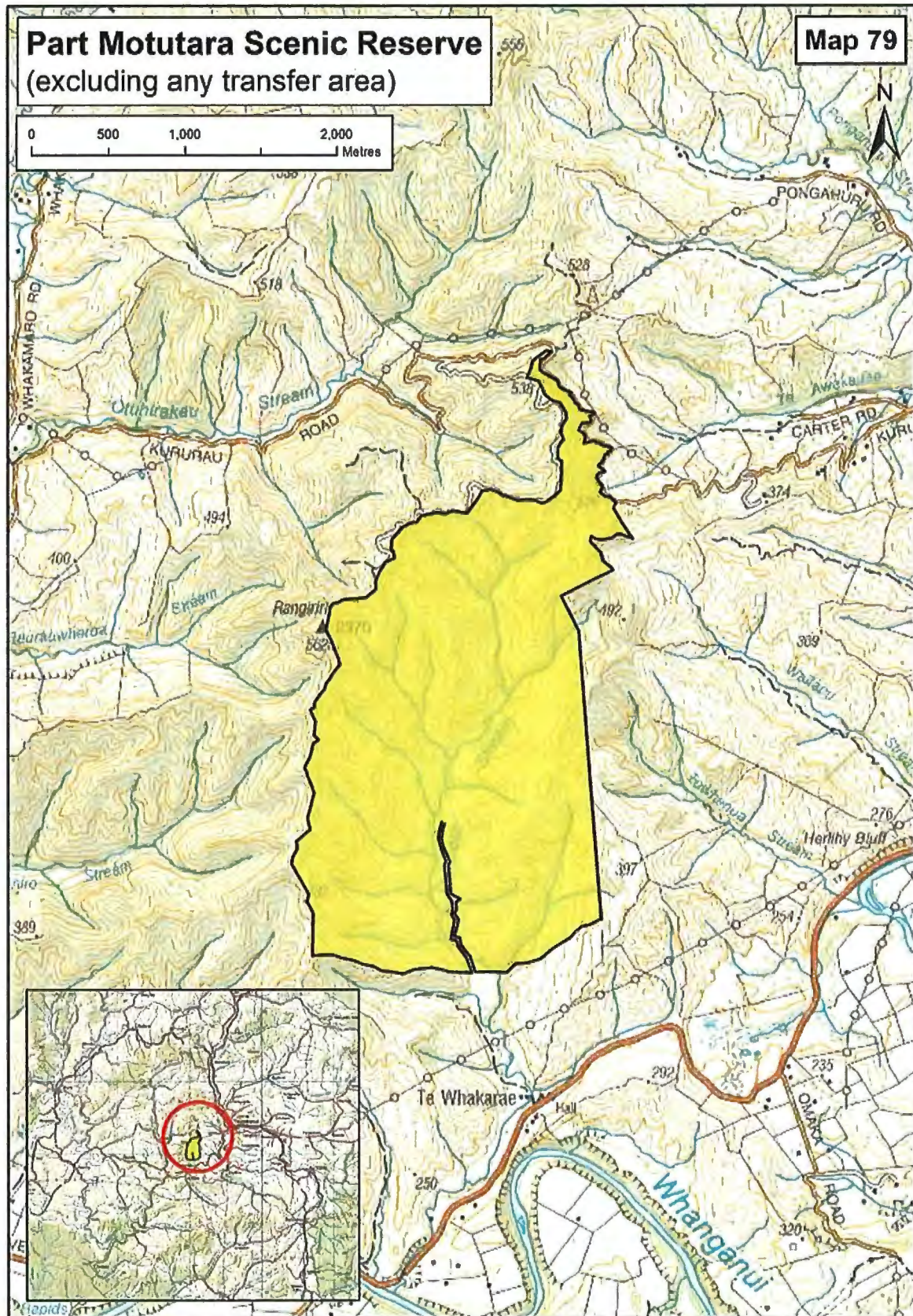
201
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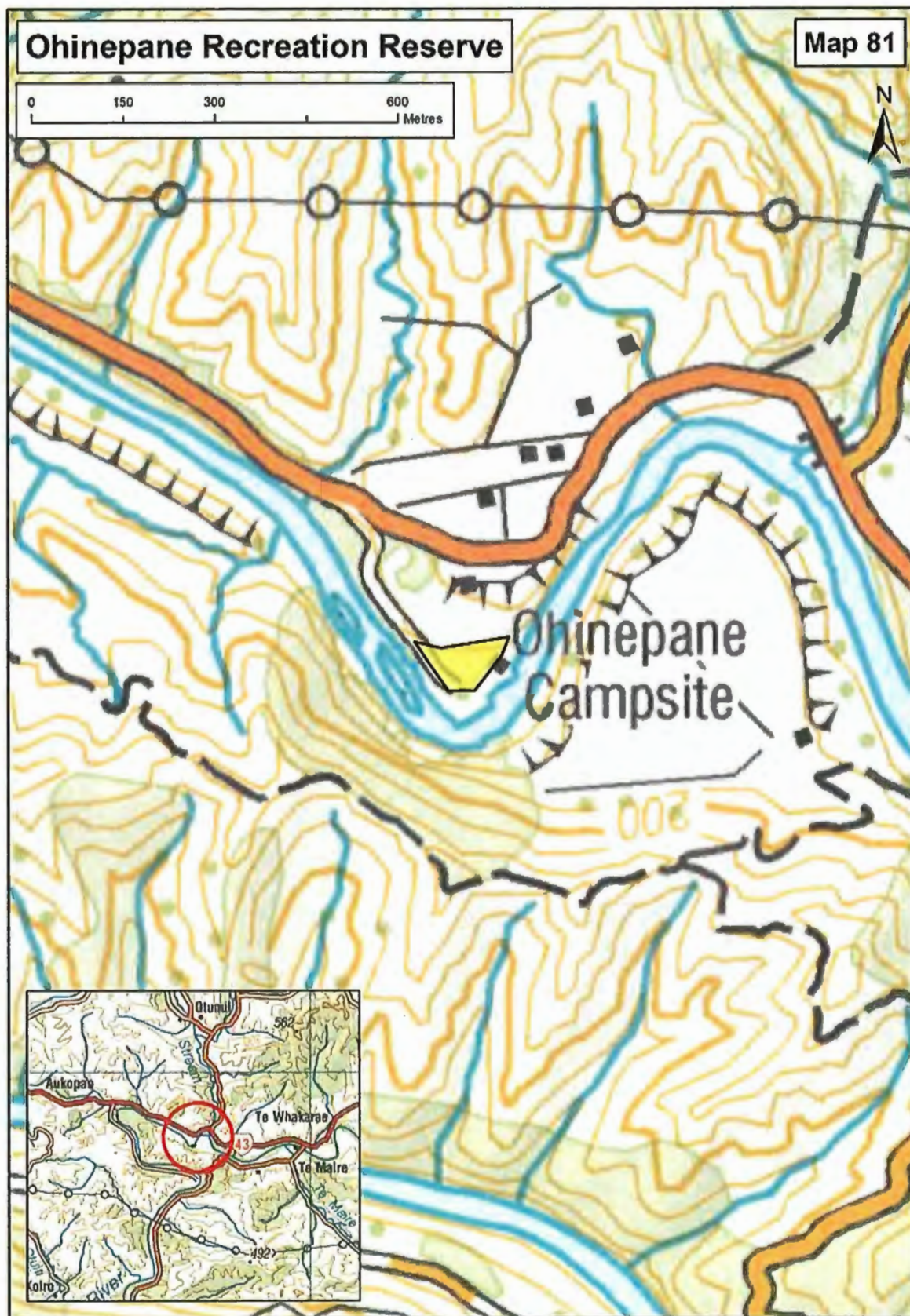
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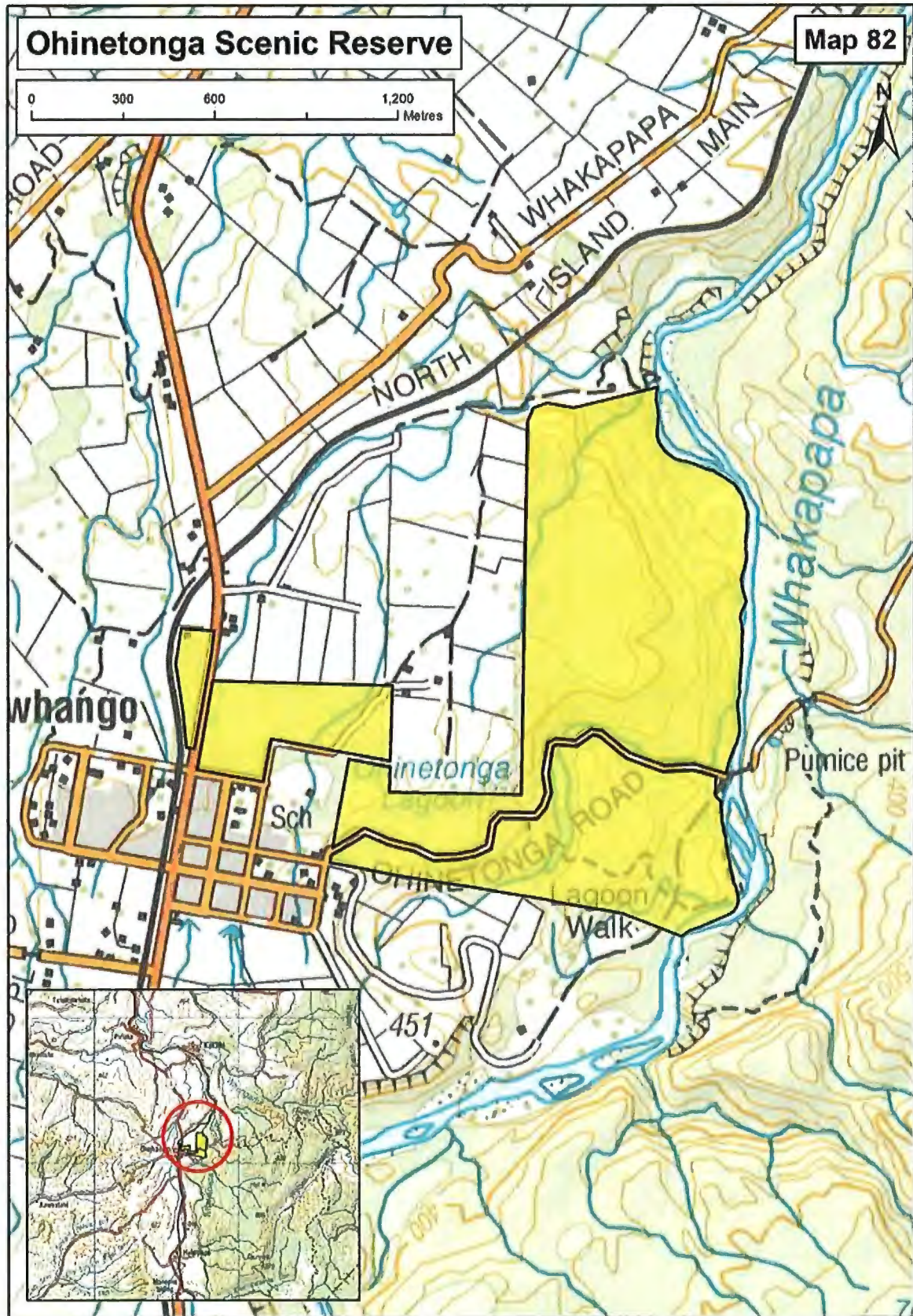
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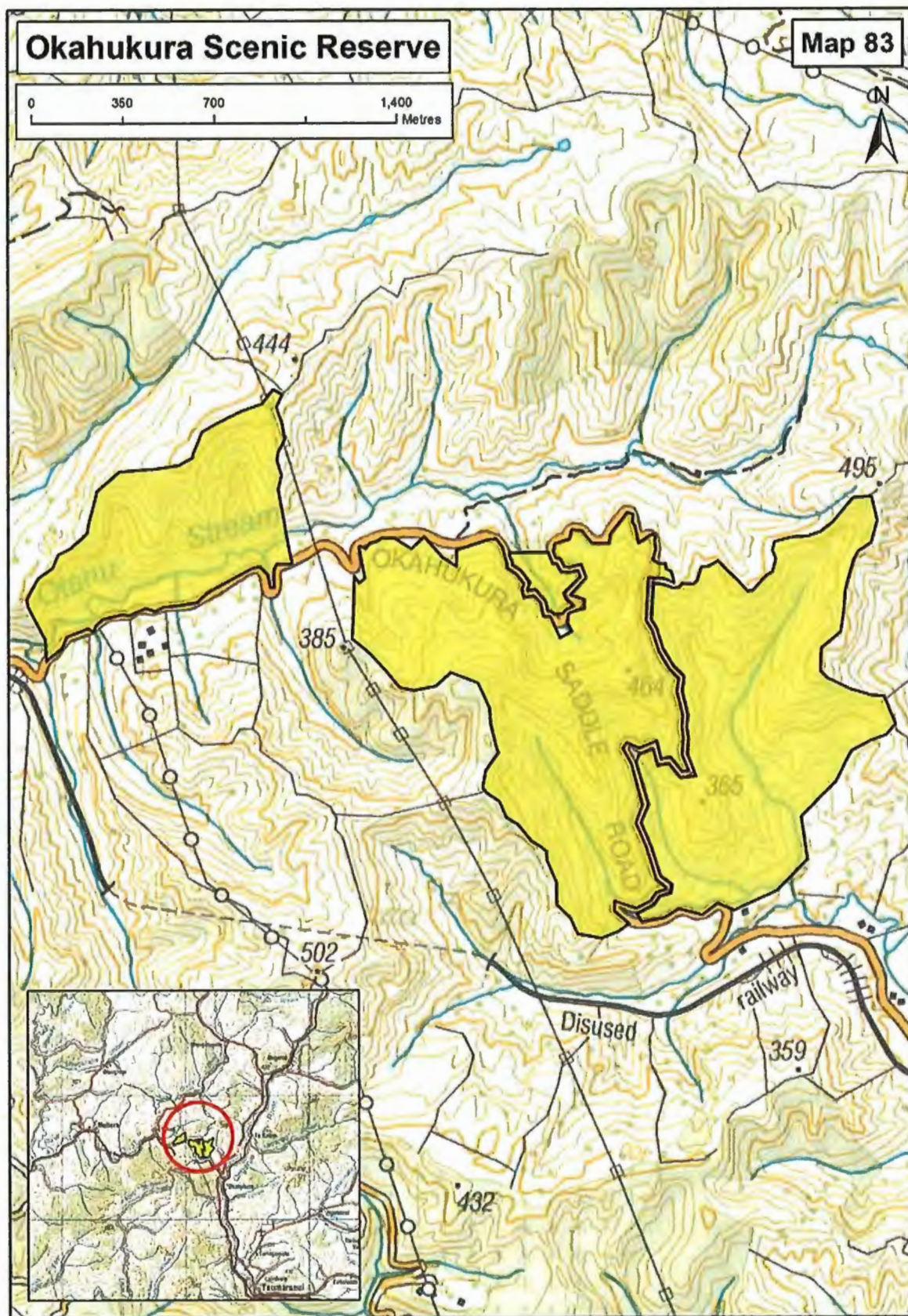
206
A/E

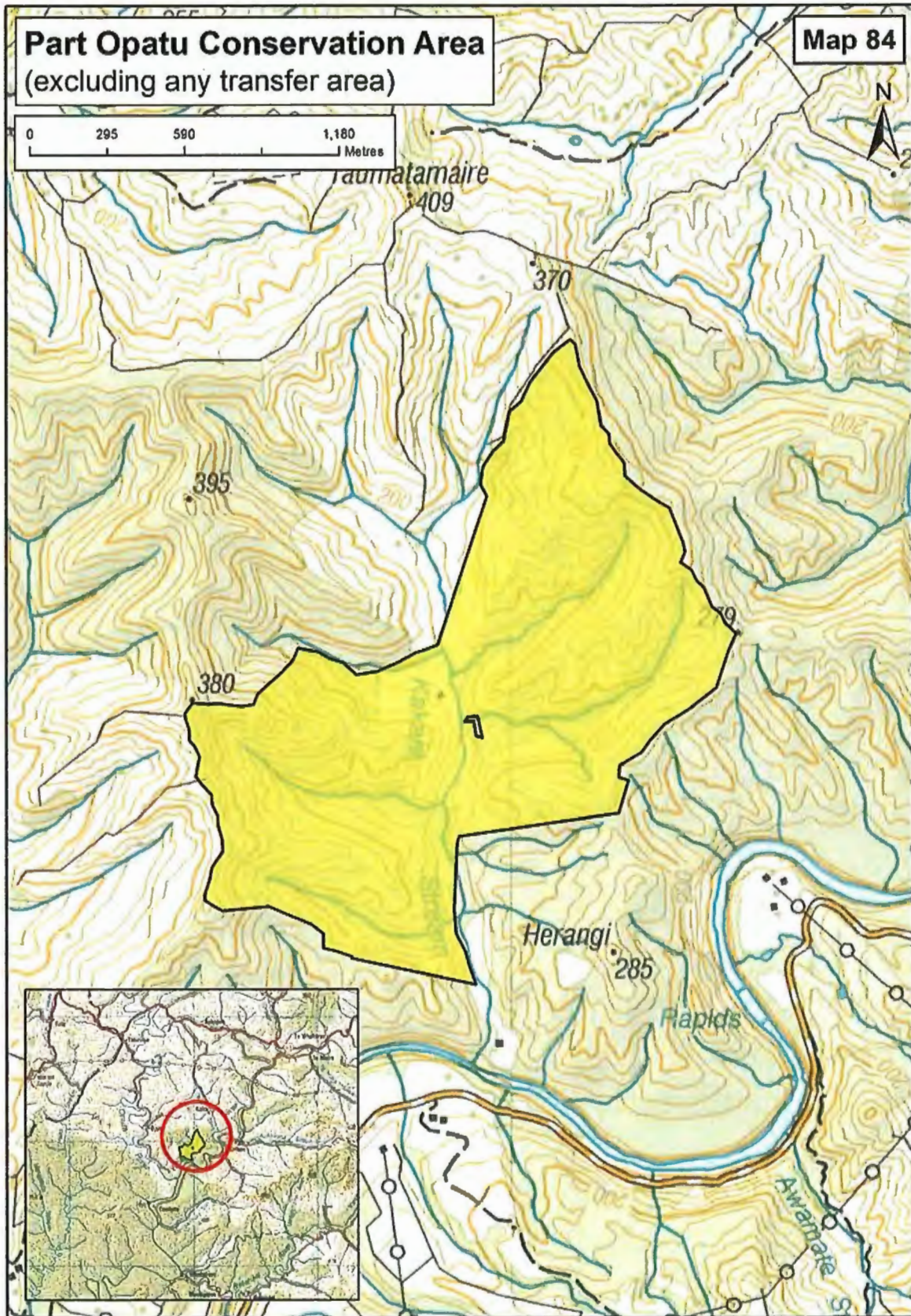


ARE

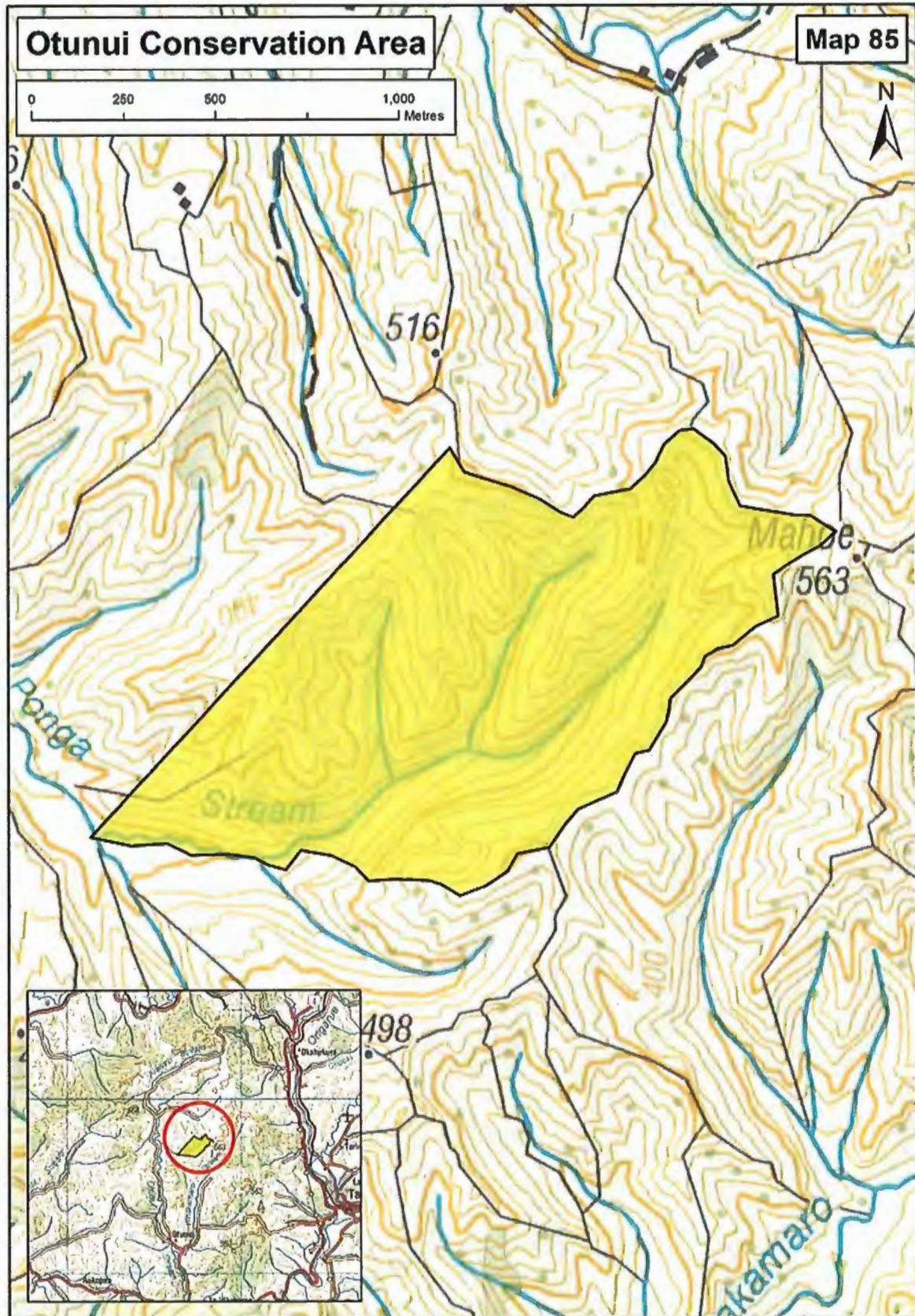


BS
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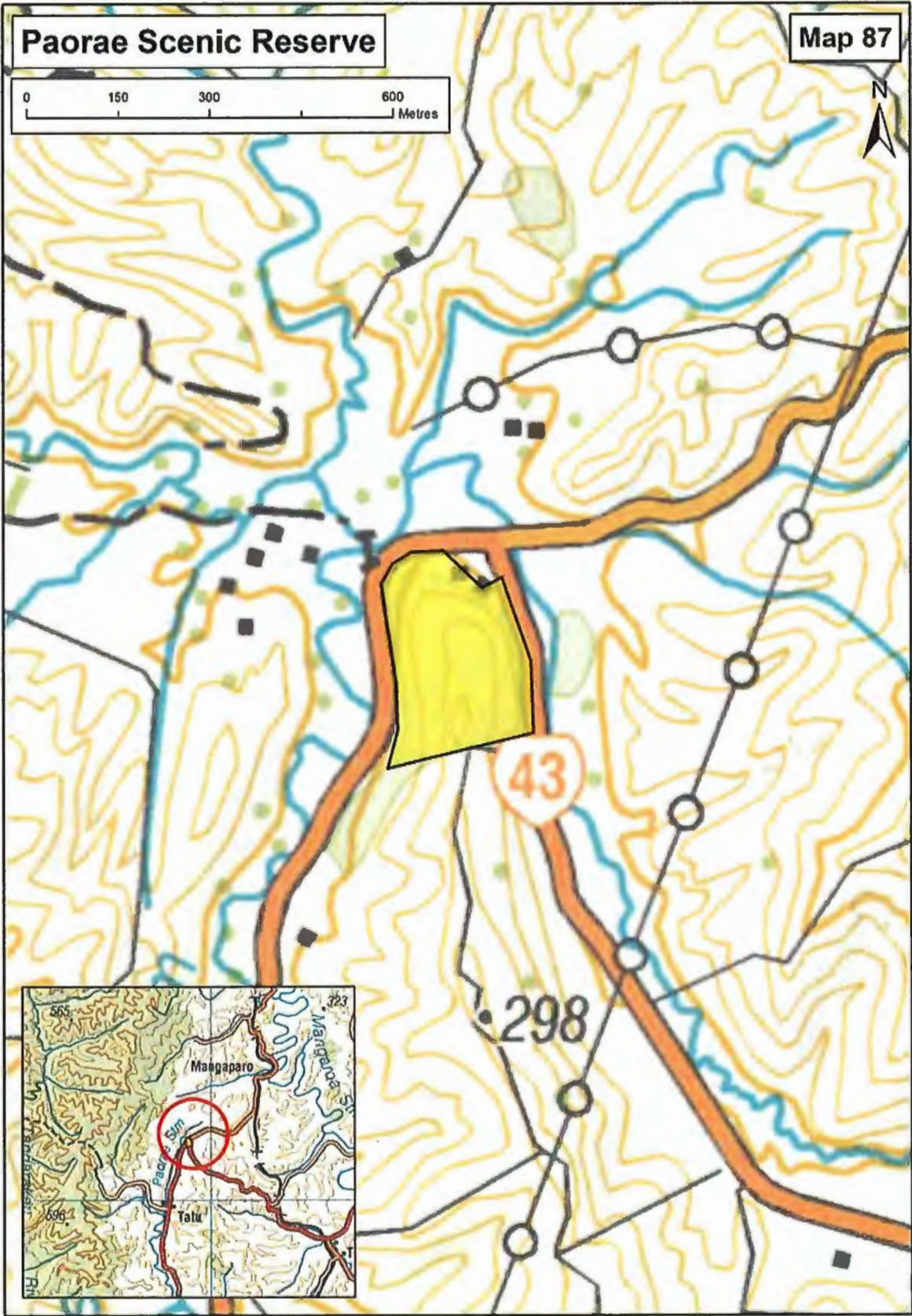
86
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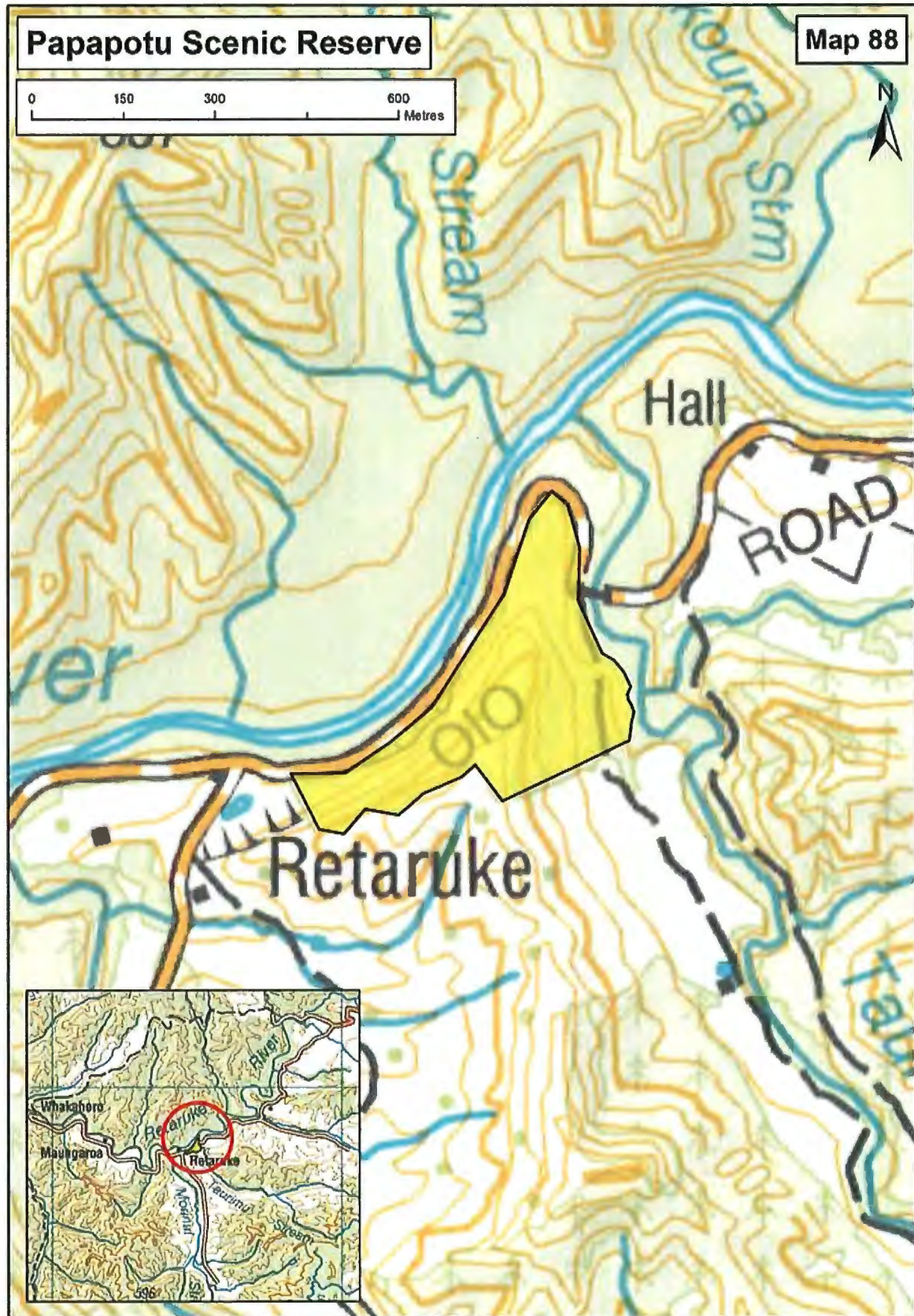
BL
ARC



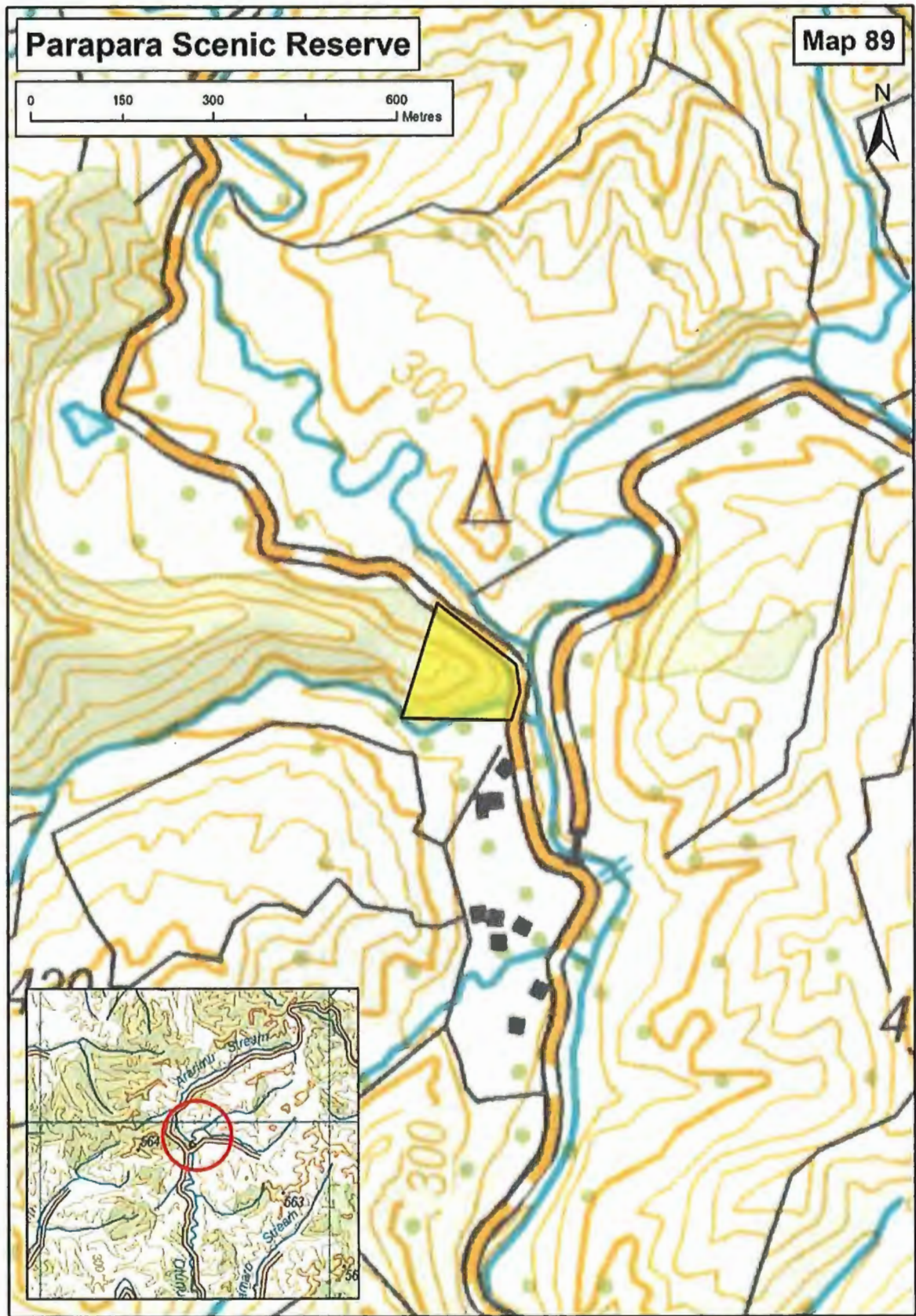
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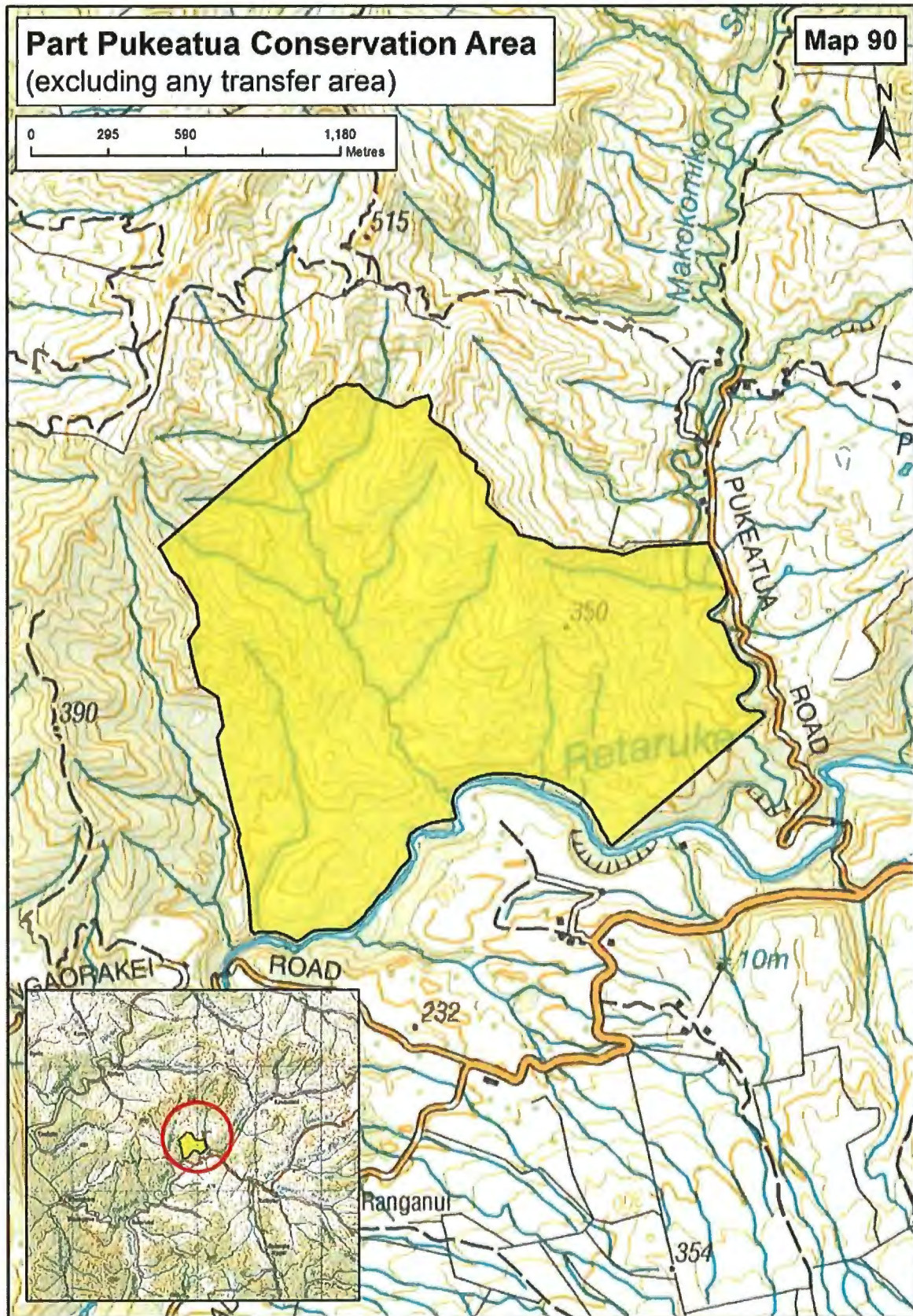
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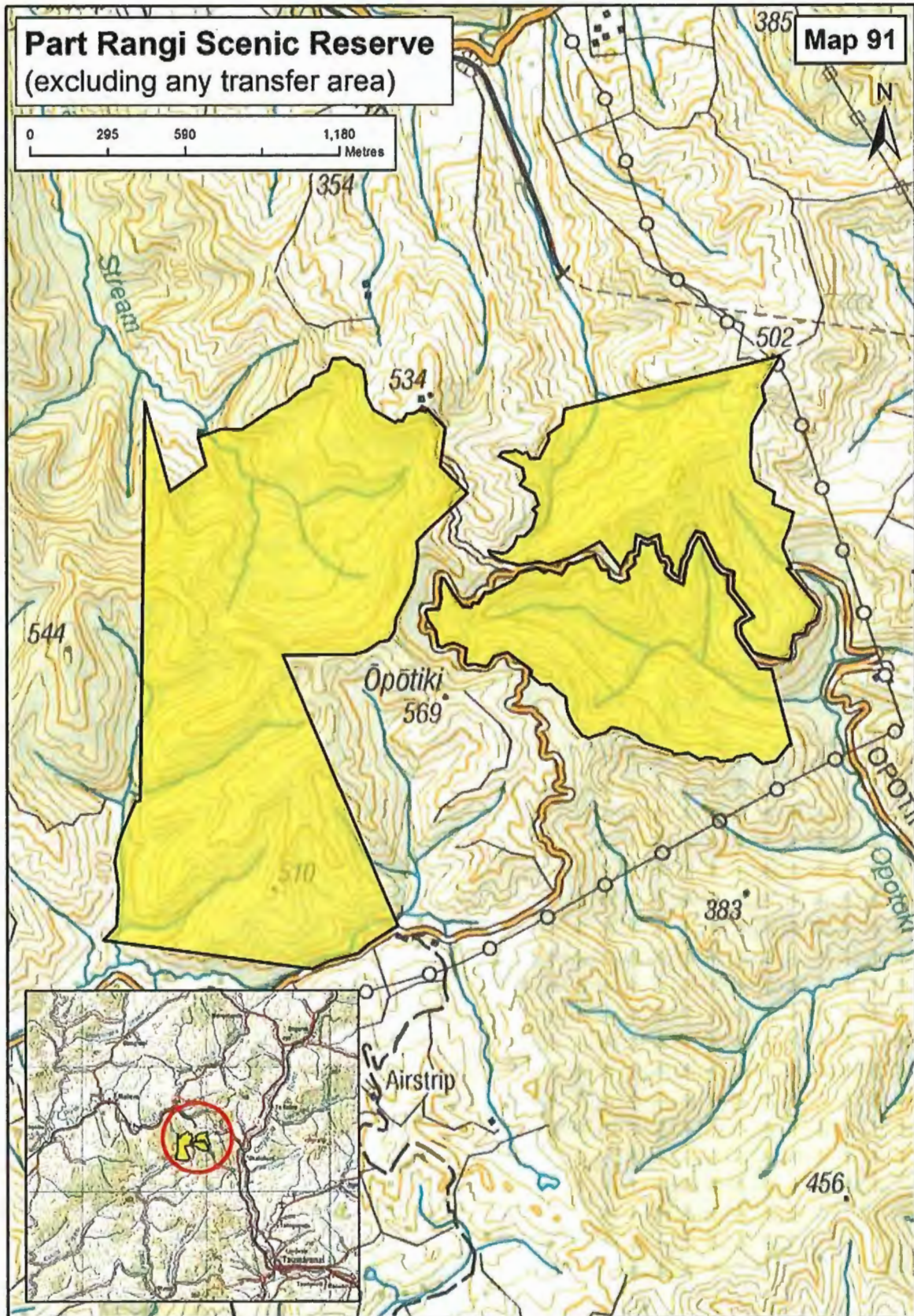
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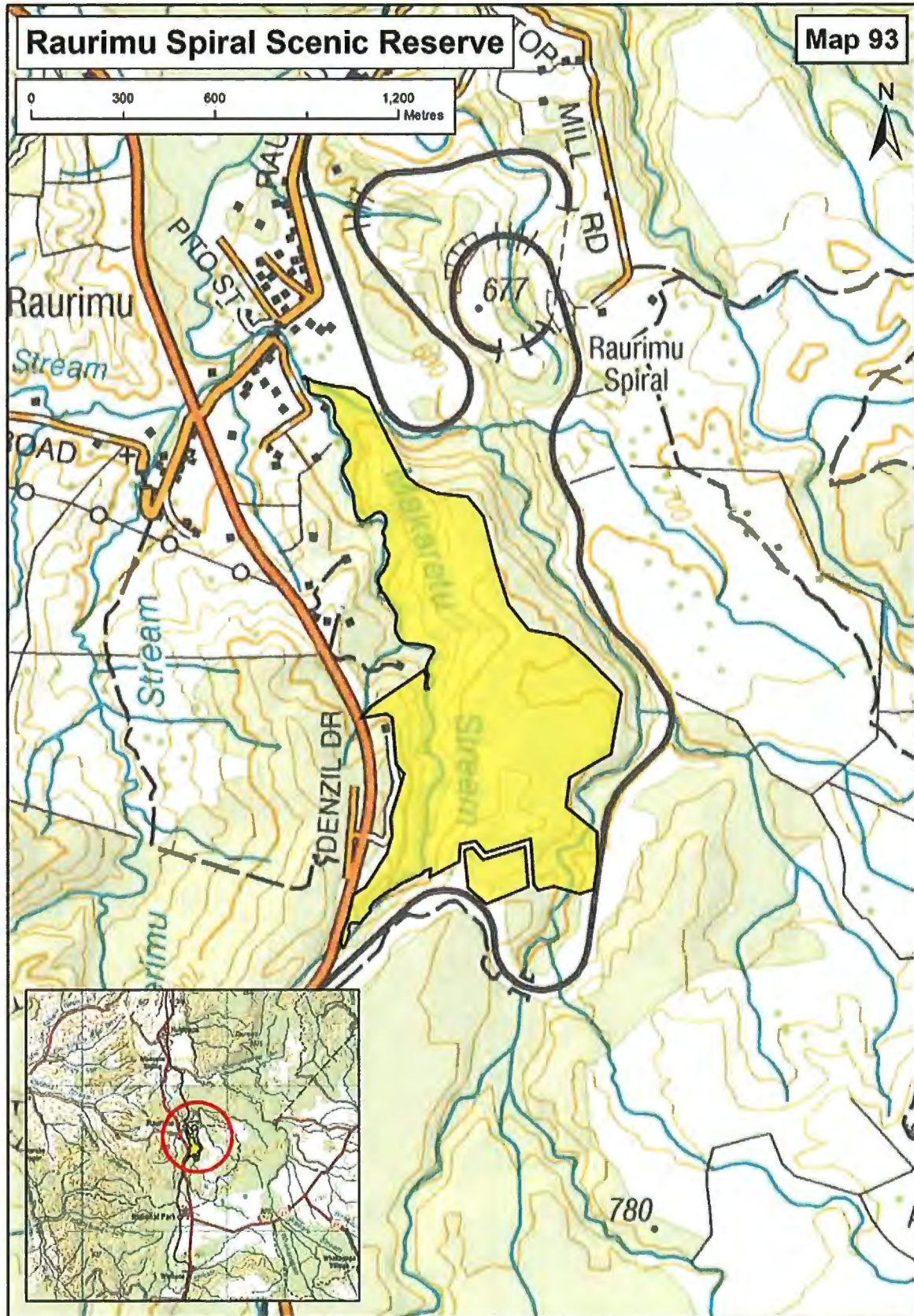


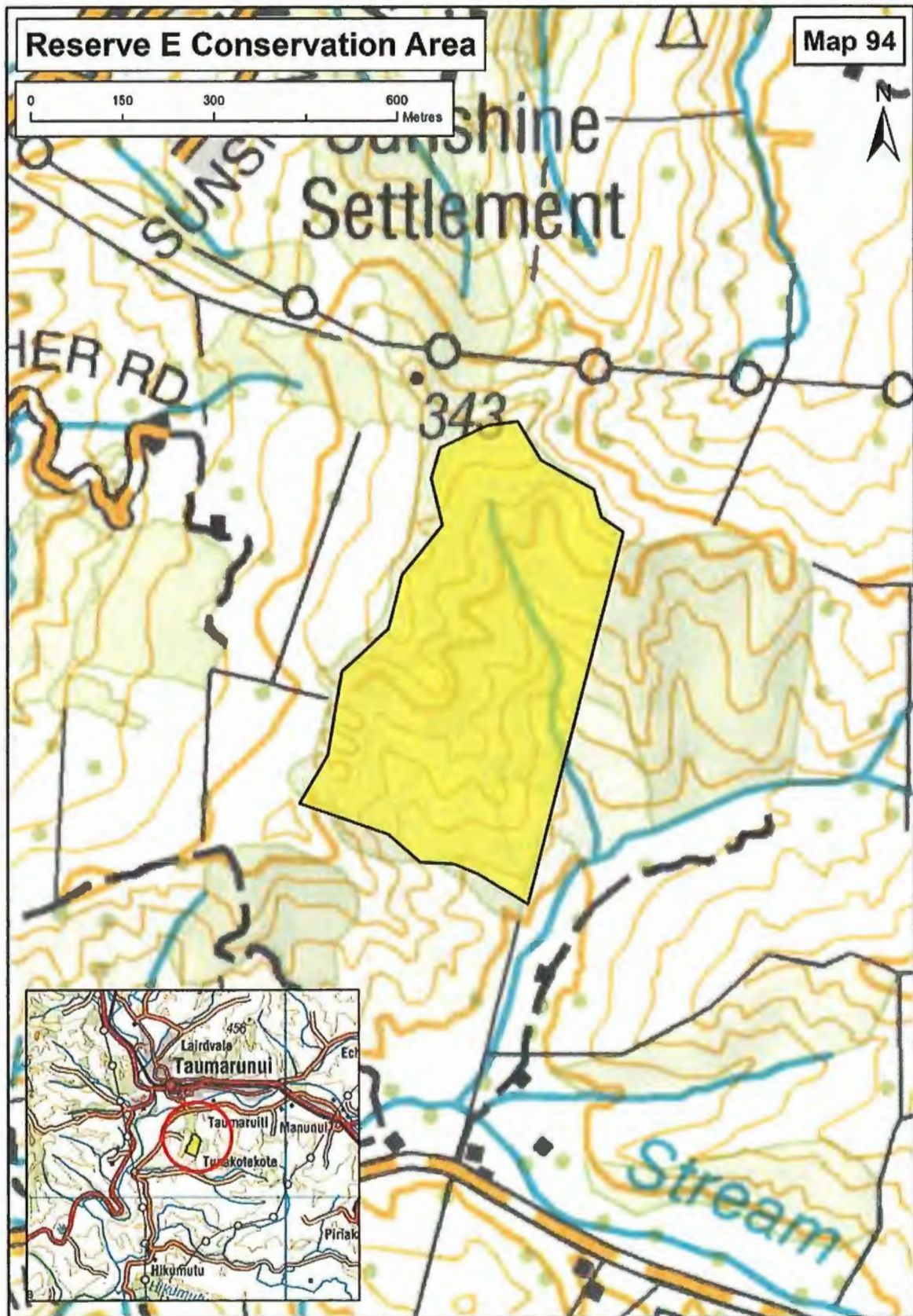
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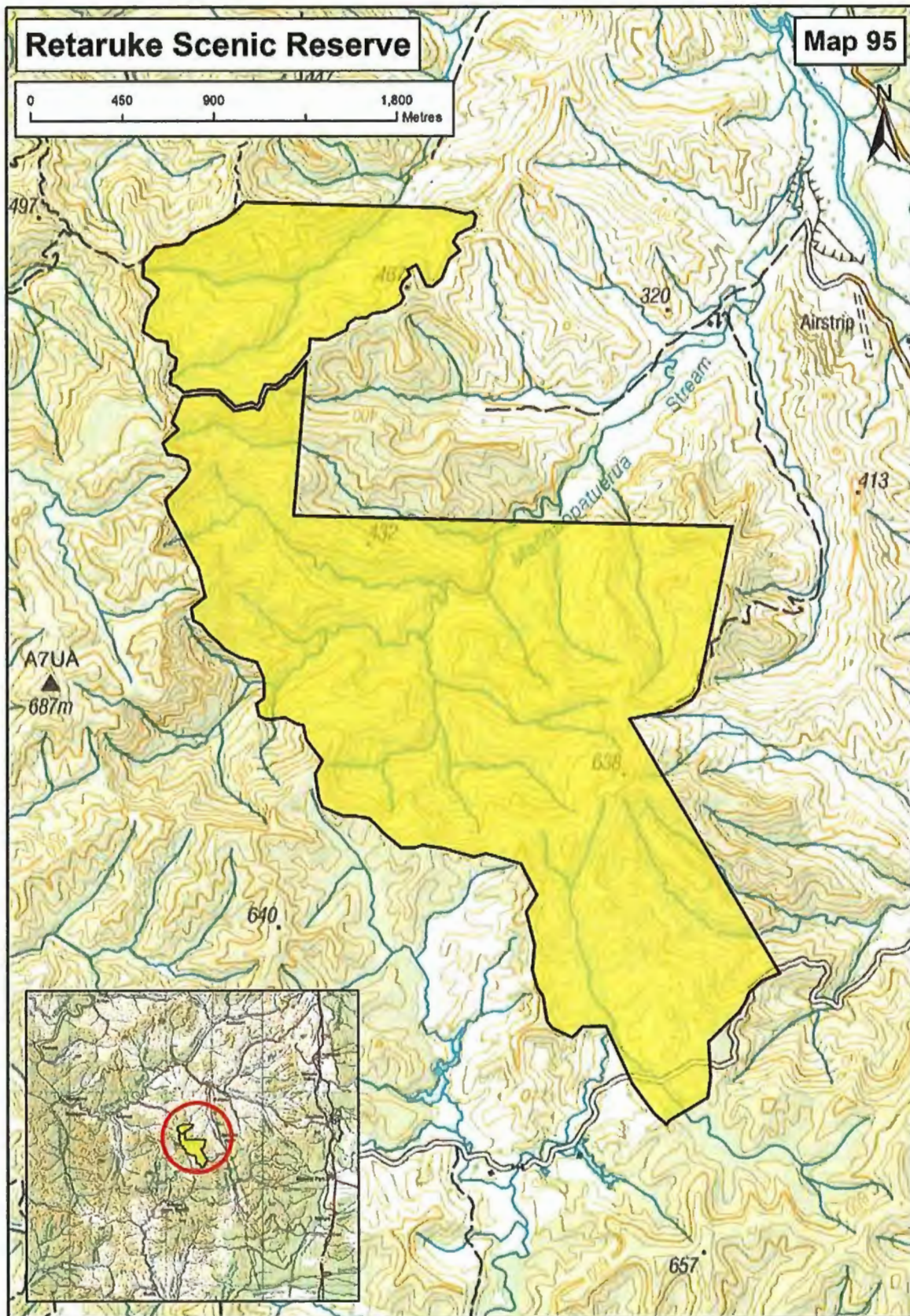


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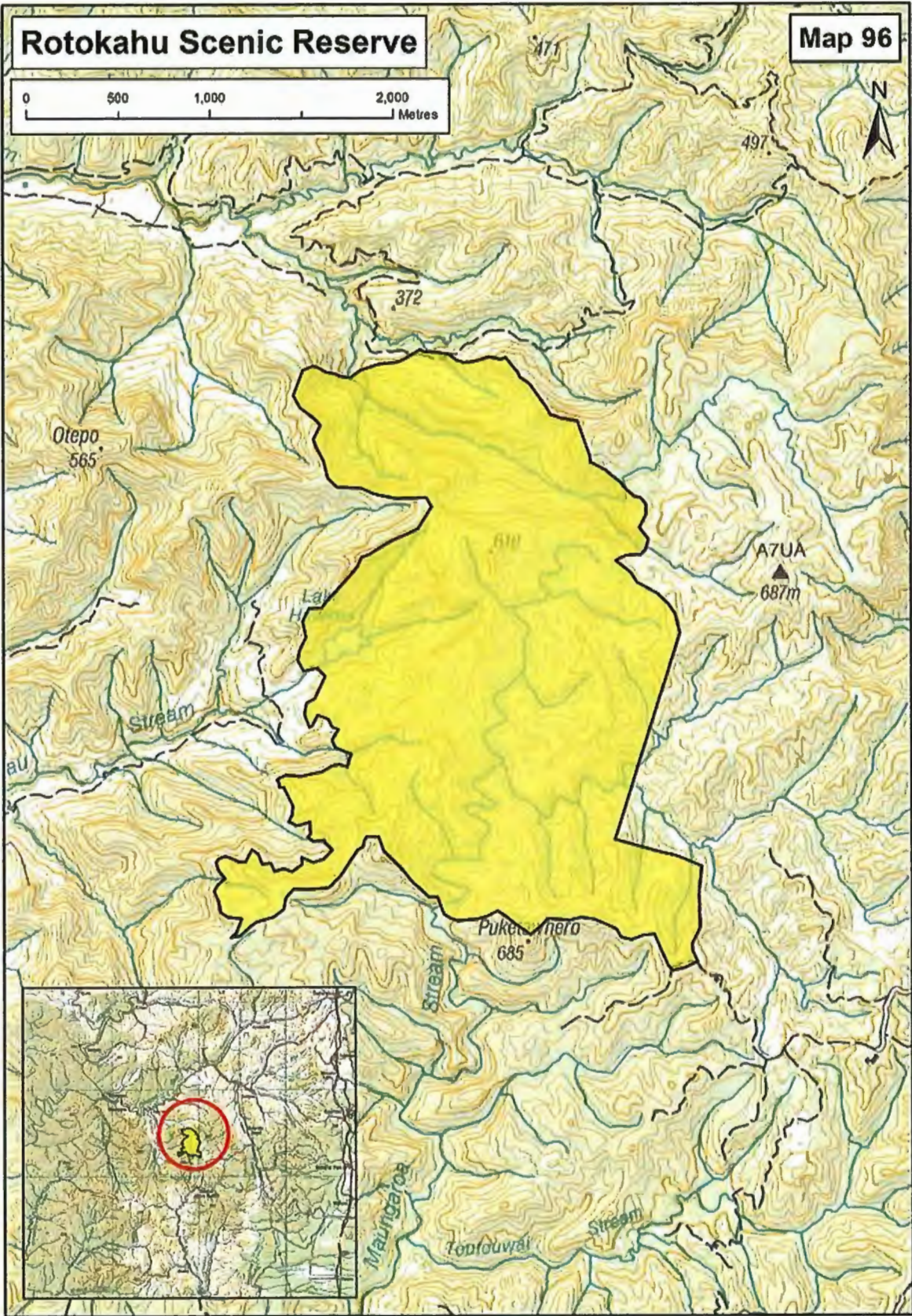




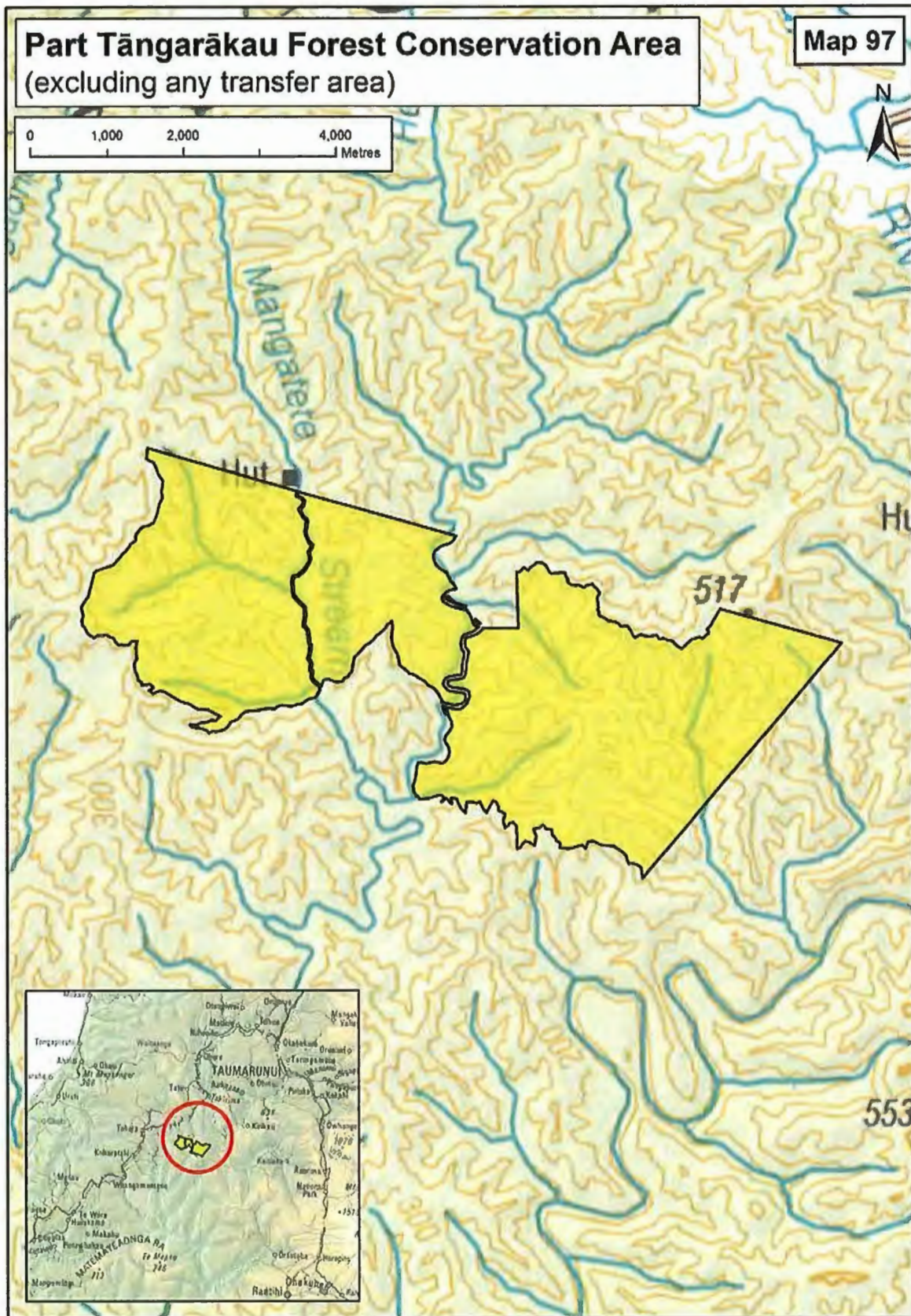
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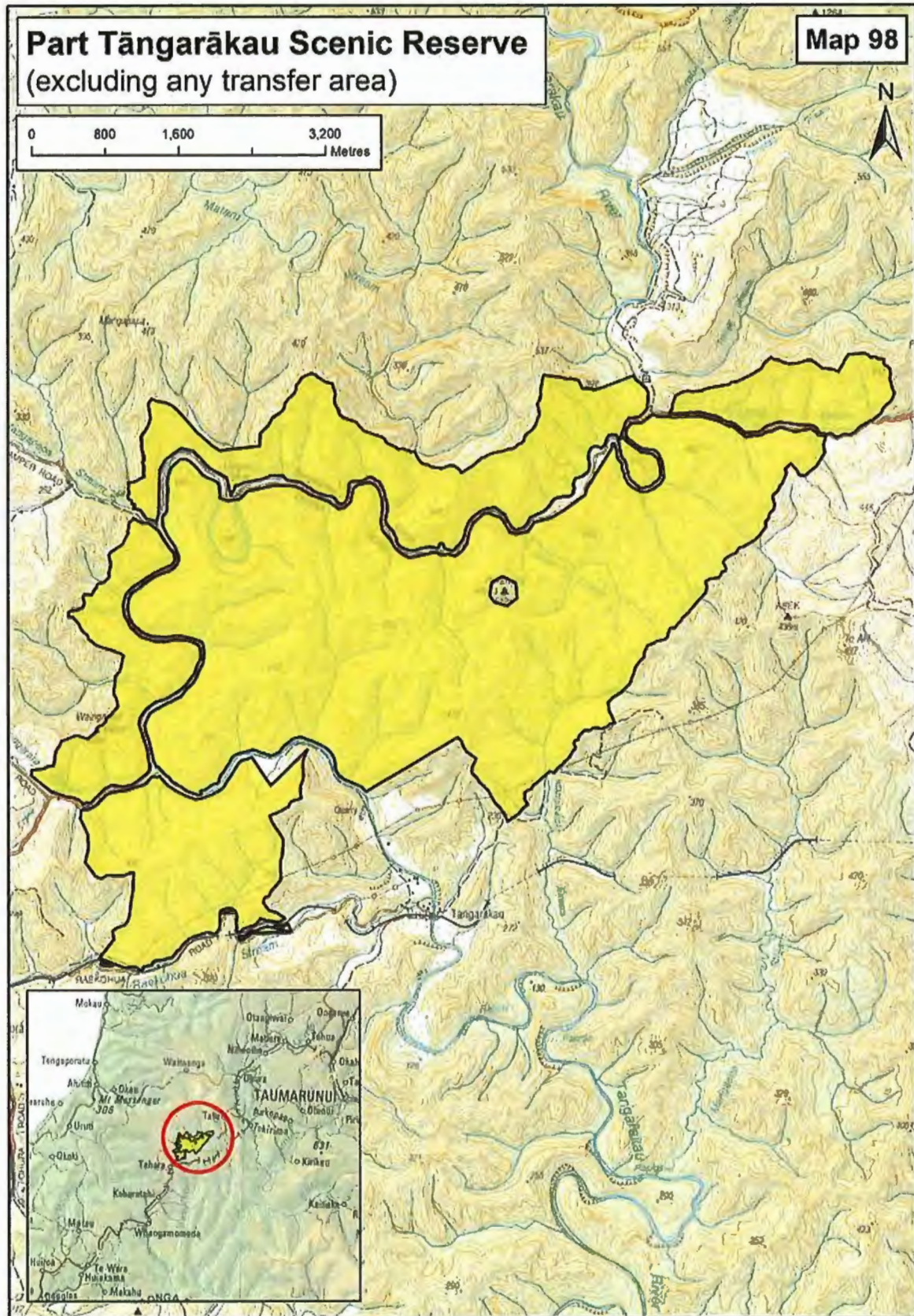


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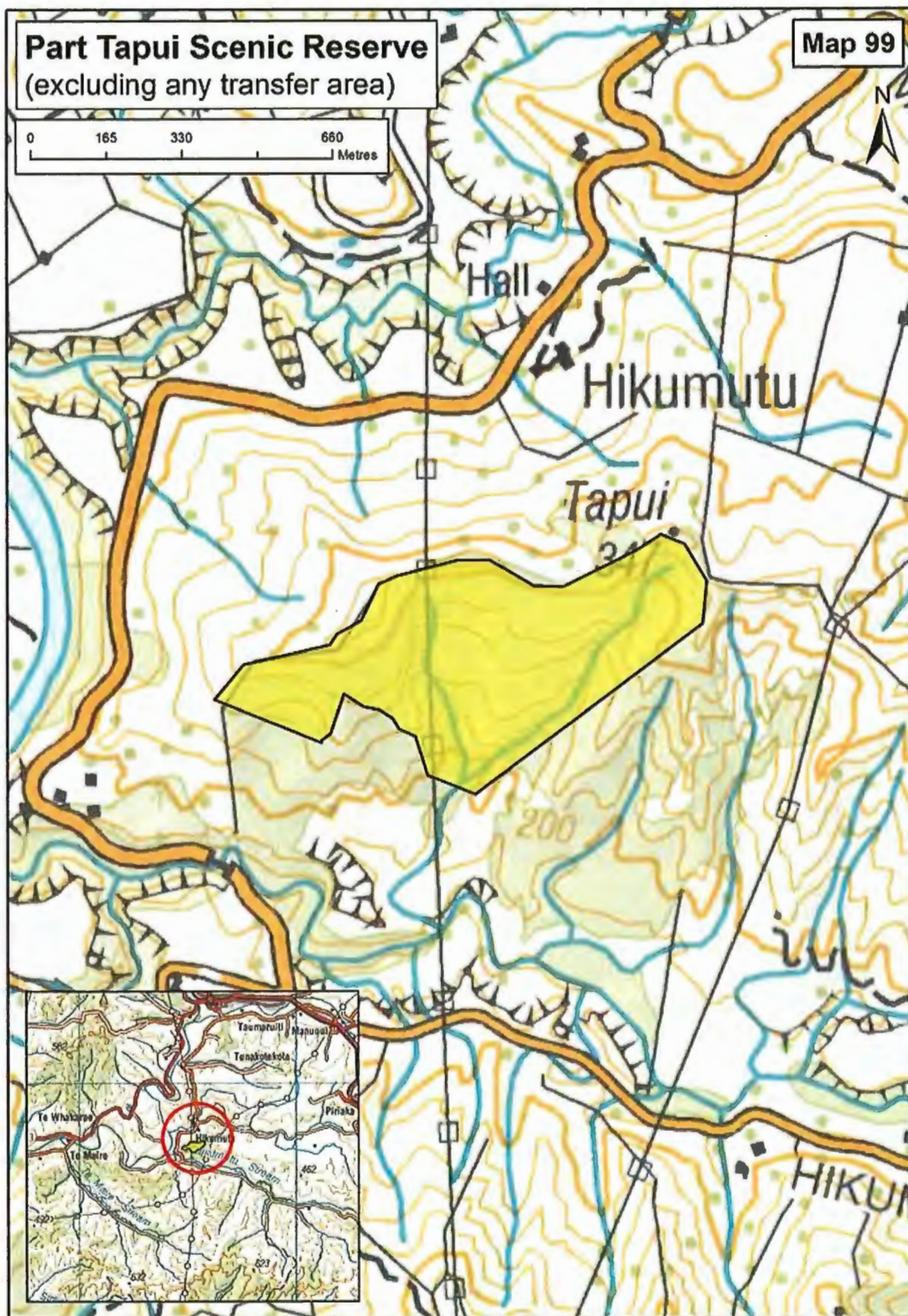


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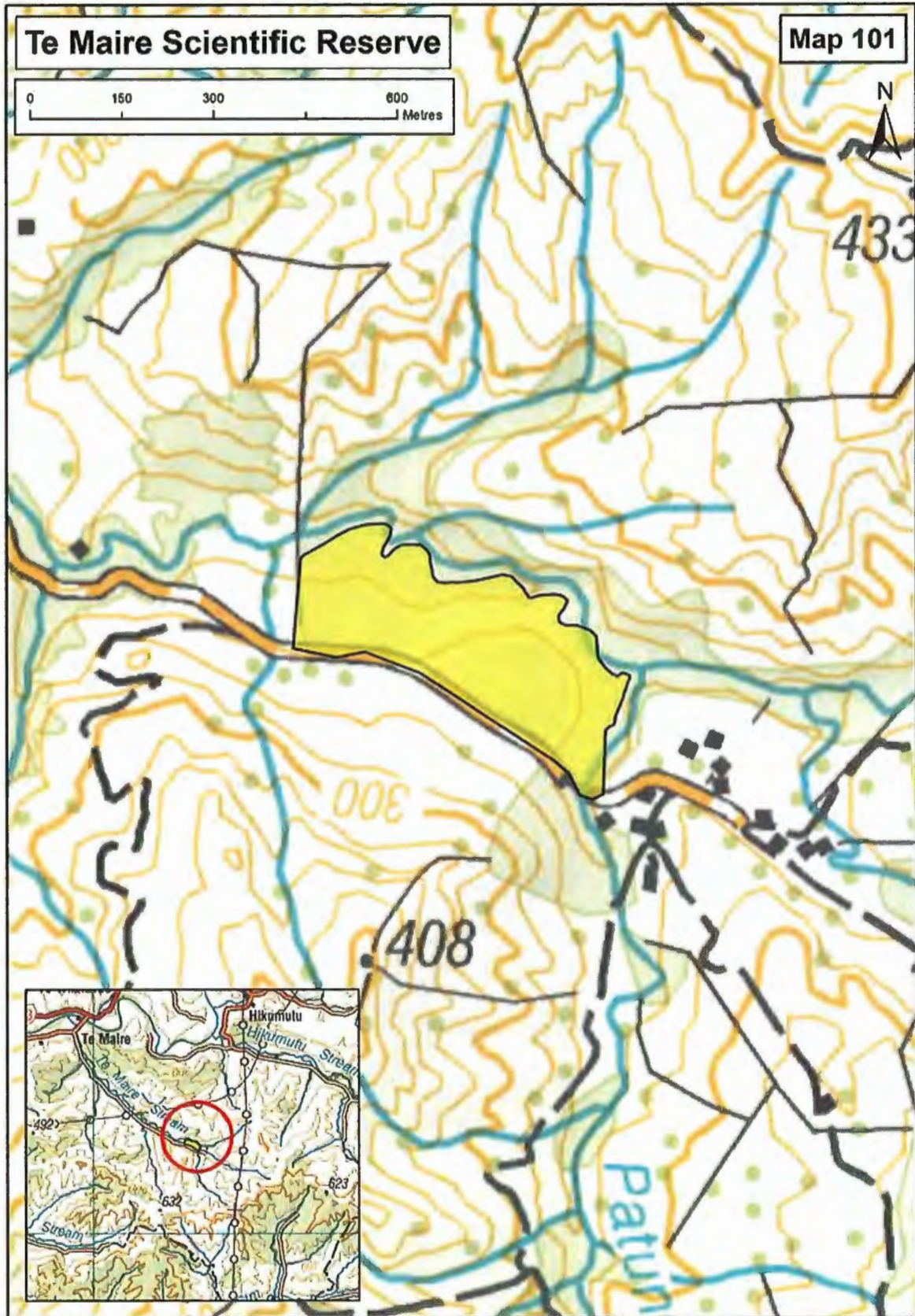


BC
ARE

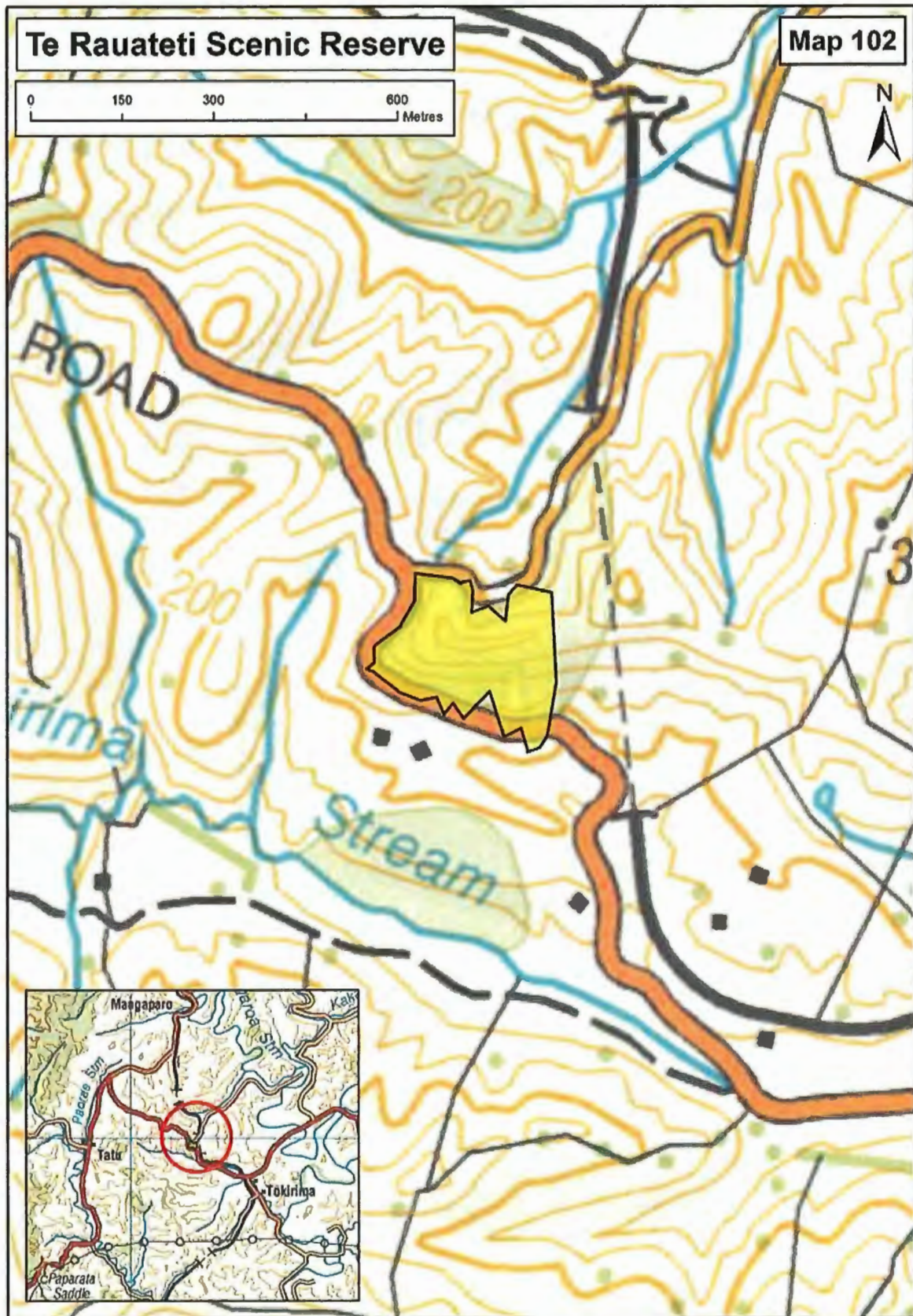


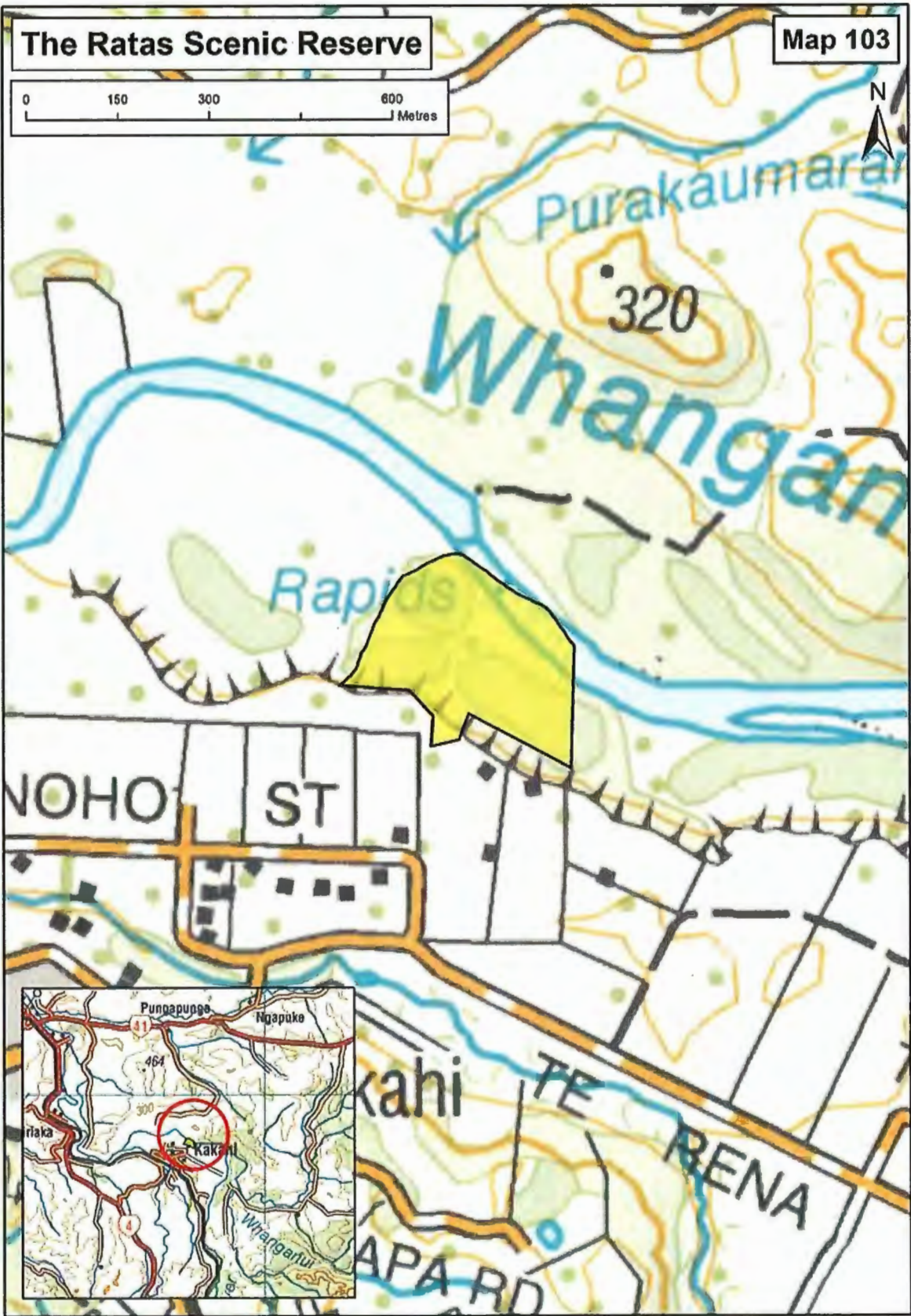
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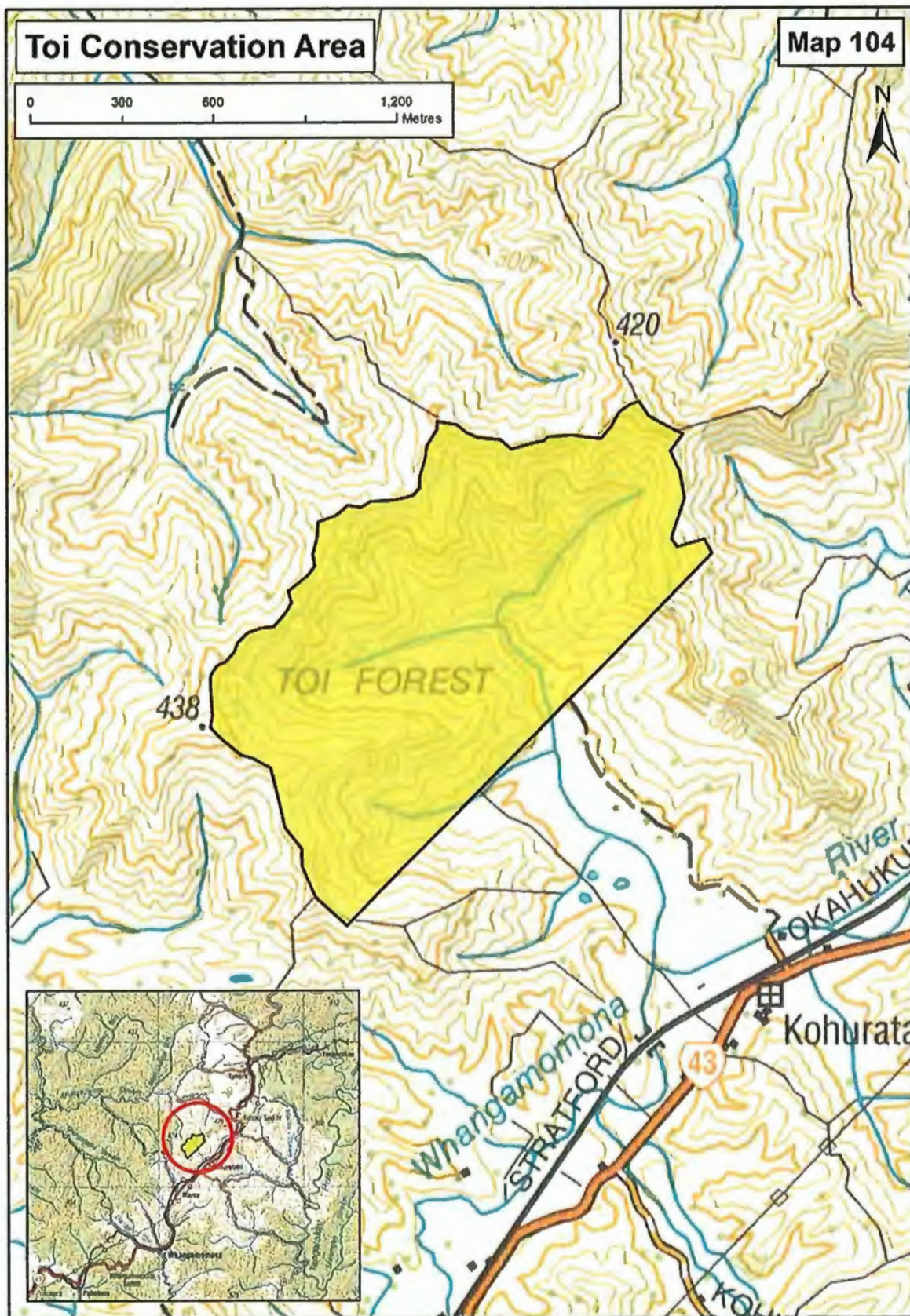


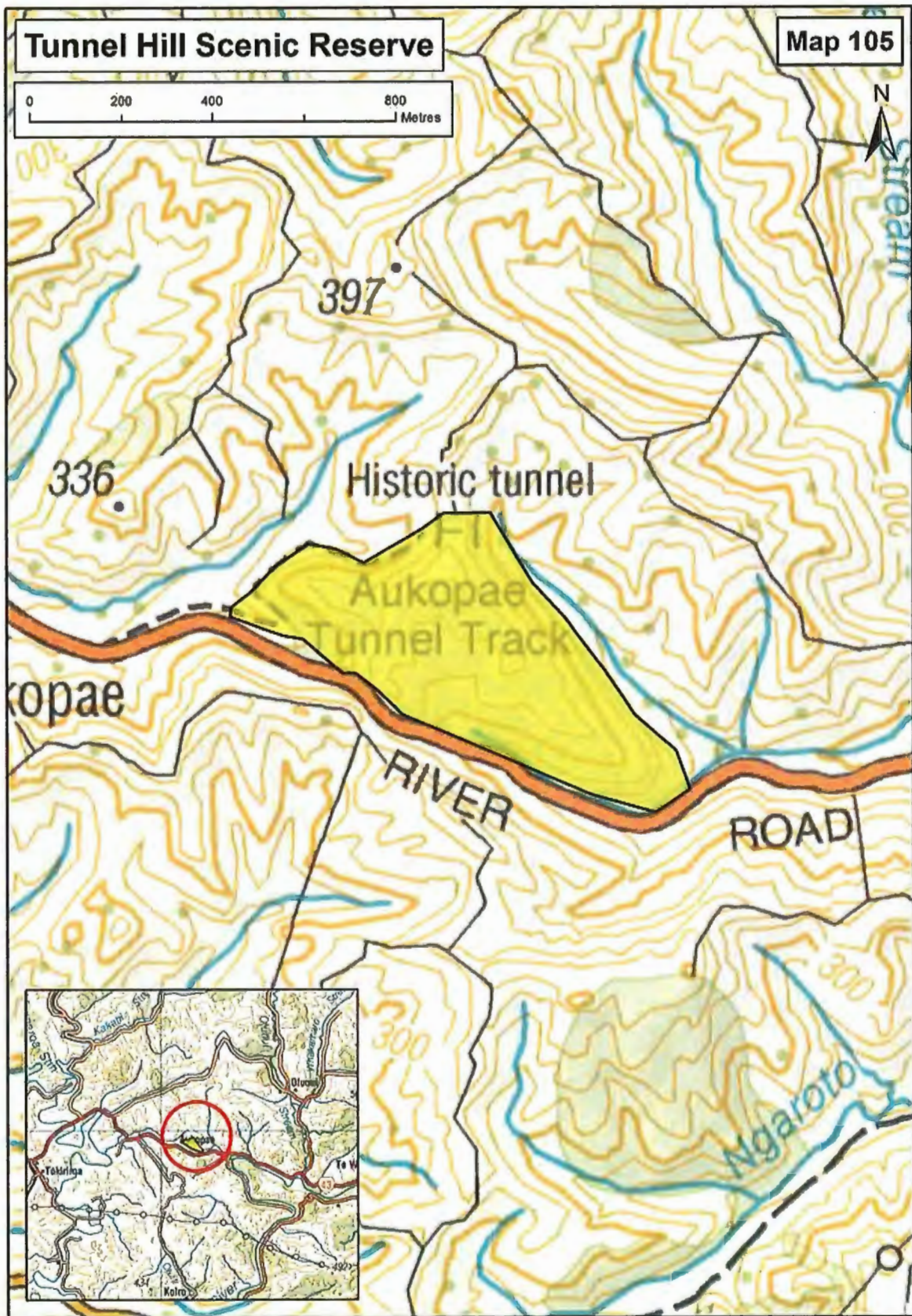
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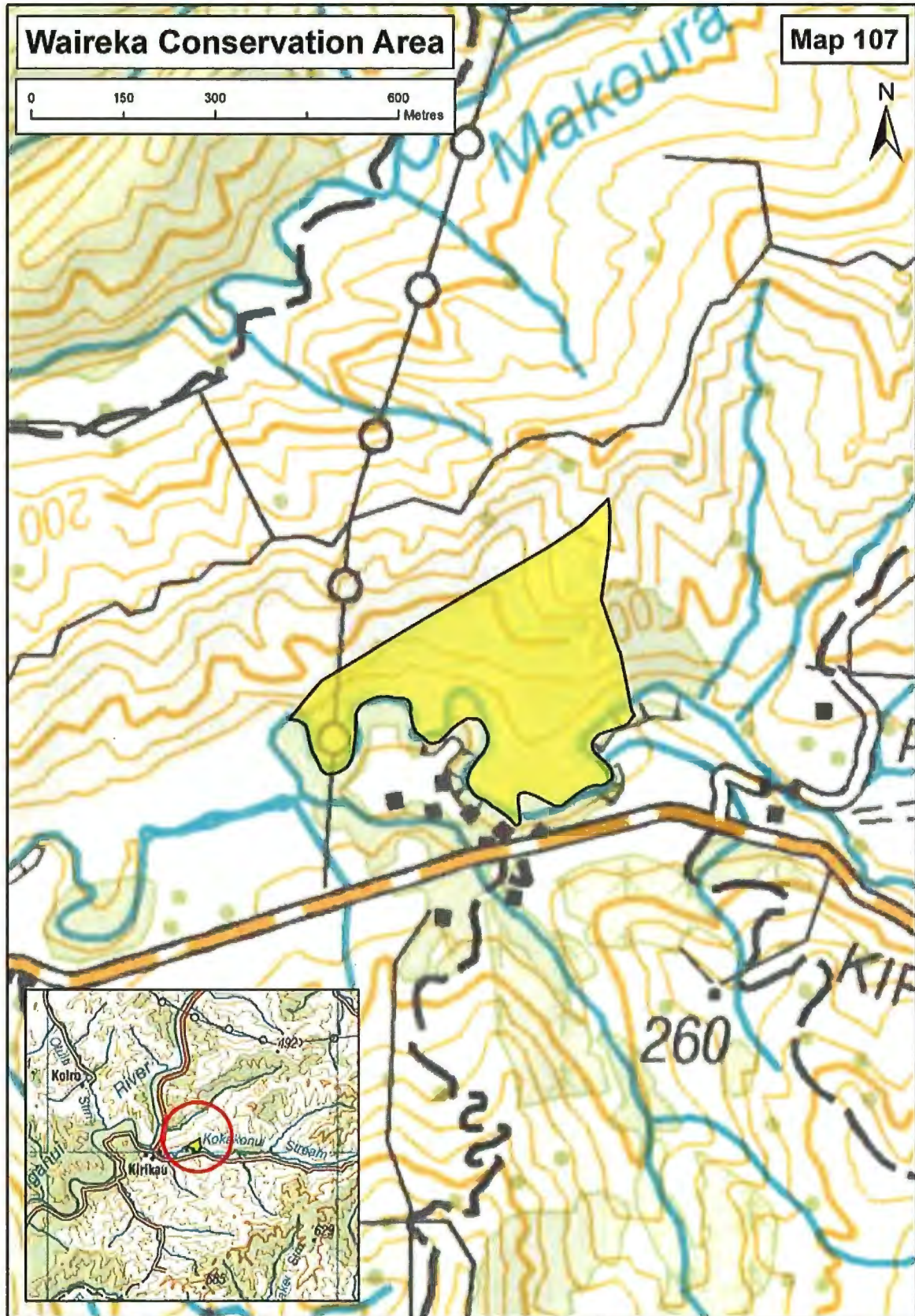


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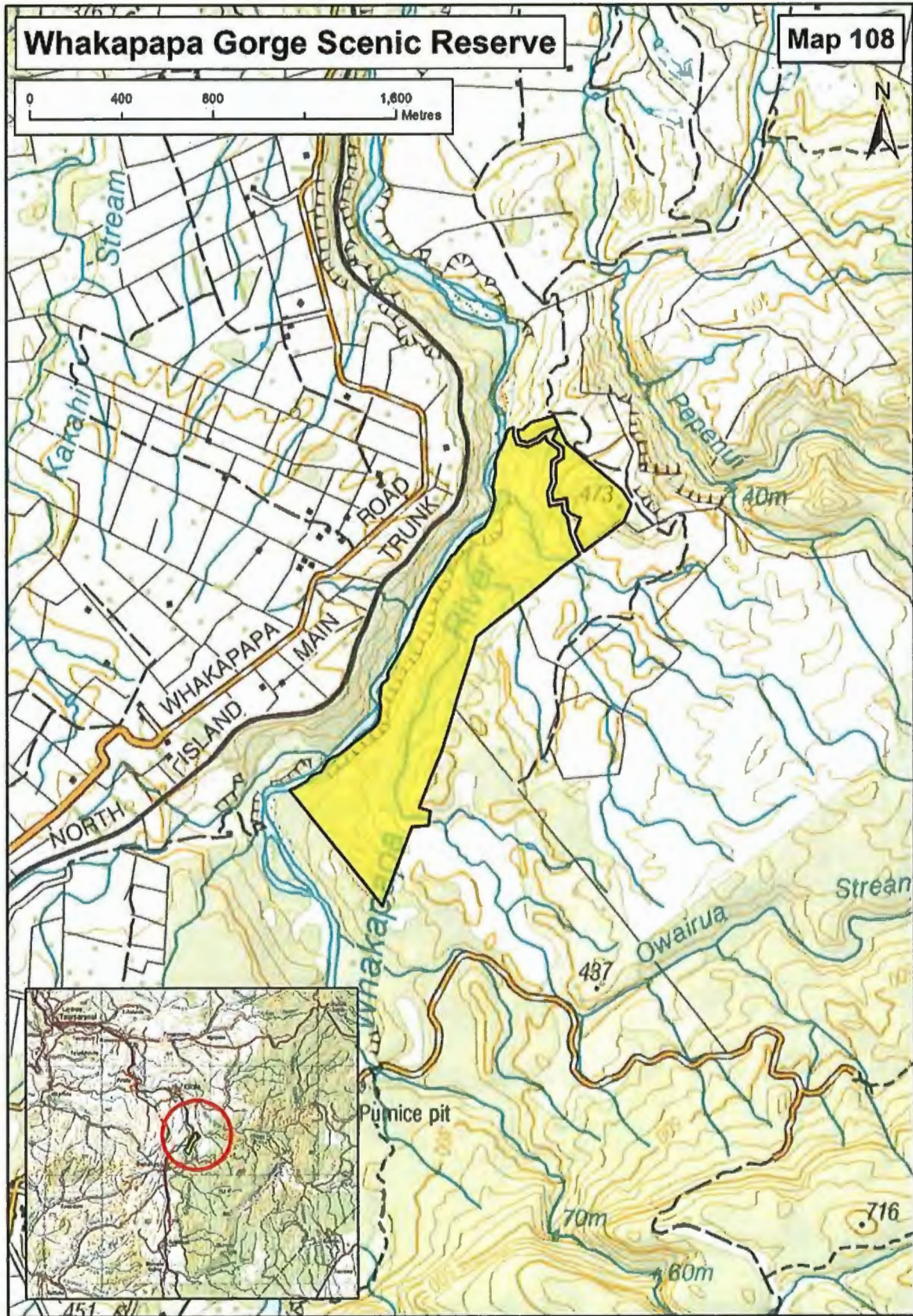




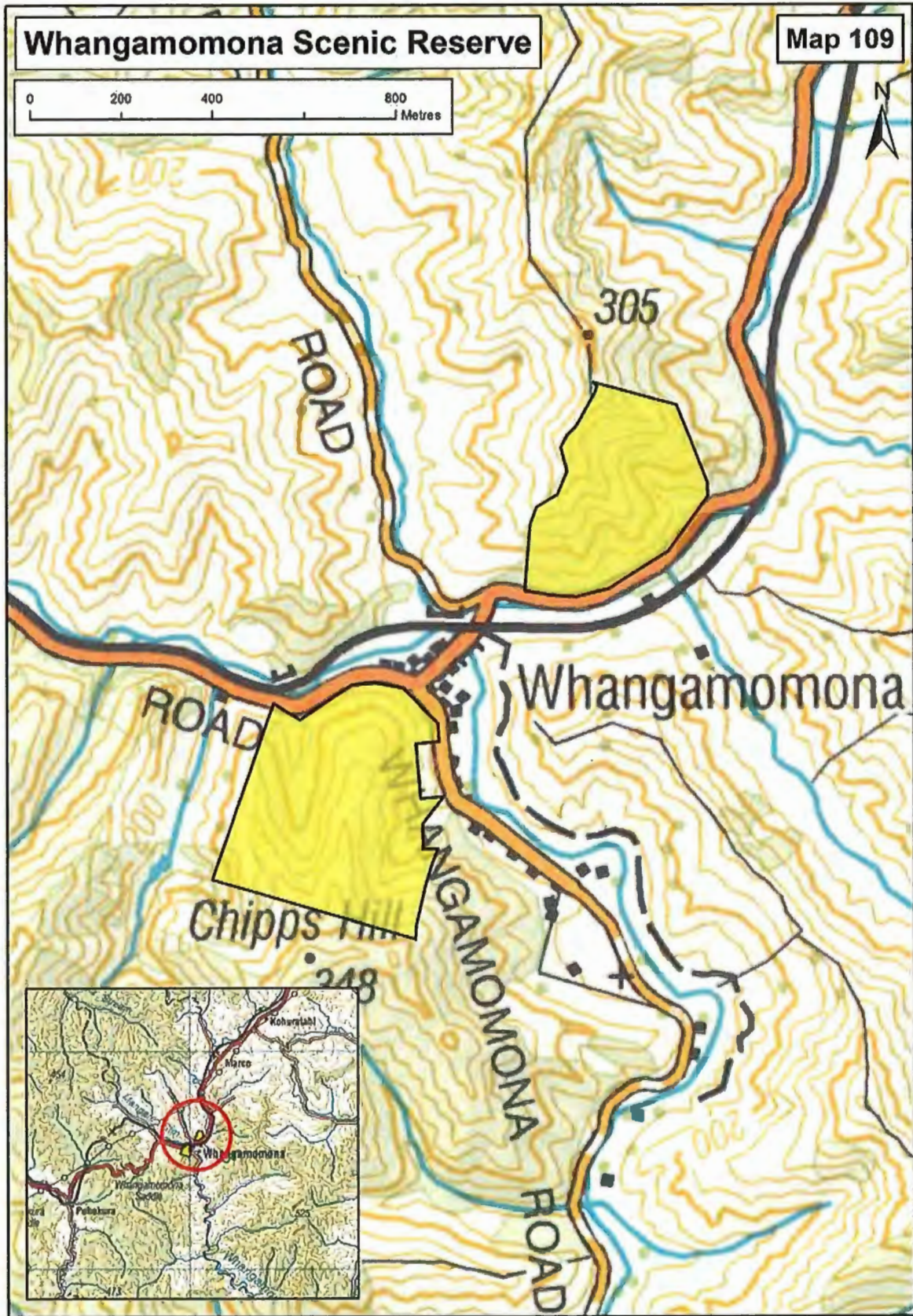
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ARE



236
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176
ARE





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