

**NGĀTI RANGI**

**and**

**THE CROWN**

---

**AGREEMENT IN PRINCIPLE  
TO SETTLE  
HISTORICAL CLAIMS**

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**15 March 2017**

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## NGĀTI RANGI AGREEMENT IN PRINCIPLE

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## 1. KUPU WĀWAHI: BACKGROUND

Ko te Whare Toka o Paerangi, koia ko Ruapehu maunga e tū nei i te puku o te Ika-a-Māui hei poutokomanawa mō te Ika. Ko ngā āhuatanga o te poutokomanawa e hāngai pū ana ki tōna tūranga i waenga i te Kāhui Maunga, tērā ko Matua te Mana.

Ko tēnei mana i ahu mai i te kōpu tonu o Papatūānuku, ka kumea ake e Pikimai Rawea, e Ranginui e tū iho nei, hei whenua, a nā wai rā, hei maunga kōrero, hei pātaka iringa mana mō te Ika-a-Māui tatū mai ki a tātau te kaupapa tangata.

Ko Ngāti Rangi ngā uri a Paerangi atua, a Paerangi tipua, a Paerangi tupuna e hono kau ana ki te mana tuku iho o ngā Atua o te pō heke iho ki a Matua te Mana. He hono tāngaengae i whakatōkia ki roto i te ira tangata taka iho ki a mātau ngā uri whakatupu o Ngāti Rangi, mai te wā i tapaina tō mātau maunga e Māui Tikitiki-a-Taranga e mea ana:

*Nāku te ika i hī, nāku anō i whakatau  
Ki te haere, whāia i te Pare-i-te-taitonga, tērā taku ika.*

Nō Matua te Mana te mana motuhake o Ngāti Rangi, te iwi o PaeRANGI, heke iho ki a mātau e hāpai ana, e pupuru ana i te mana atua, i te mana whenua, i te mana tupuna urunga tomo ki hēnei rangi ki te mana kei te kaupapa tangata. Ko tōna mana, e hono kau ana ki ngā maunga whakahī me ngā wai tuku kiri o te Ika nui. Nō reira, me pēnei anō, ko te mana motuhake o hāna uri o Ngāti Rangi e tū nei hei tohu, hei whakaatu ki te ao.

Nō reira, ko ngā kōrero e whai ake nei, e rārangi ana i ngā wāhanga o te ‘Agreement In Principle’ e hāngai ana ki ngā wawatatanga o Ngā Poupou o Te Whare Toka o Paerangi.

Ko te tūmanako, kua whakatinanatia hēnei ka tū kōrero i ngā whaingā o Ngāti Rangi mō ngā take Tiriti o Waitangi, arā:

- Kia mau ki te wairua o Te Tiriti o Waitangi;
- Ahakoa haere te Karauna ki hea, ka haere hoki a Ngāti Rangi;
- Ka tūtuhungia te mana motuhake o Ngāti Rangi e te Karauna;
- Ka whakaorangia ngā tikanga, te taiao, ngā rawa, ngā whānau me te hāpori o Ngāti Rangi.

Ruapehu, the House of Stone of Paerangi, stands in the middle of the North Island as the centre pillar of the Great Fish of Māui. The centre pillar metaphor complements Ruapehu’s role as the central figure of the Mountain Clan, the Absolute Authority. This mana emanates from the depths of Mother Earth, it was drawn by Maui’s Fishing Hook, Pikimai Rawea, it was drawn forth by Sky Father and the fish was turned to land, and into a mountain and this mana was then bestowed upon us as a people.

Ngāti Rangi are the descendants of Paerangi the God of the Milky Way, of the demi-god and ancestor and connect directly to the mana of the pantheon of Gods and of the mountain, Ruapehu. This metaphysical connection comes from the beginning of time and flows in the veins of the descendants of Ngāti Rangi since the time that Māui Tikitiki-a-Taranga named and recorded its name in the following proverb:

*It was I that fished up and calmed the Great Fish  
If you are searching for my fish, pursue that which wards of the southern winds,  
there you will find my Great Fish.*

The mana motuhake of Ngāti Rangi, the descendants of PaeRANGI, emanates from Mount Ruapehu (Matua te Mana). This responsibility has been carried from our origins as a people through to the present. Our mana motuhake connects to our mountains, land and waterways. This responsibility that continues to be exercised stands as a testament to Ngāti Rangi as a tribal nation.

What proceeds is an explanation of Ngāti Rangi's Agreement in Principle with the Crown, and how it aligns to the aspirations of Ngāti Rangi's settlement Framework – the Pillars of the House of Stone of Paerangi.

It is intended that this agreement realises Ngāti Rangi's guiding principles for its negotiations with the Crown, namely:

- To uphold the spirit of the Treaty of Waitangi.
- Where the Crown goes, so goes Ngāti Rangi.
- Acknowledgment of te mana motuhake o Ngāti Rangi.
- Restoration of a cultural, environmental, economic, family and social base of Ngāti Rangi.

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

- 1.1. Ngāti Rangi, on 1 March 2013, by a vote through a secret ballot of 99.5% in favour of the resolution following a series of mandate hui in February and March 2013, gave the Ngāti Rangi Trust a mandate to negotiate with the Crown a deed of settlement settling the historical claims of Ngāti Rangi.
- 1.2. The Crown recognised this mandate on 6 August 2014.
- 1.3. The Ngāti Rangi Trust and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 27 February 2015.

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

- 1.4. The Ngāti Rangi Trust and the Crown have agreed, in principle, the nature and scope of the deed of settlement, except for the following four issues:
  - 1.4.1. natural resources redress over the Whangaehu Catchment;
  - 1.4.2. the area currently known as Rangipo North 8 Block;
  - 1.4.3. further redress with the New Zealand Defence Force (NZDF); and
  - 1.4.4. further socio-economic redress.

- 1.5. This agreement in principle records that agreement and concludes substantive negotiations of the redress contemplated in this agreement in principle, save for those issues identified in clauses 1.4.1 to 1.4.4.
- 1.6. If the Crown is unable to confirm any redress contemplated by this agreement in principle, 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.

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

1.7. The Ngāti Rangi Trust has –

- 1.7.1. approved this agreement in principle; and
- 1.7.2. authorised the negotiators and the Ngāti Rangi Trust to sign it.

## 2. TE KĀHUI MAUNGA: TONGARIRO NATIONAL PARK

### The aspirations of Ngāti Rangi for the Tongariro National Park

- 2.1. Ngāti Rangi are a pre-migration tribe and whakapapa to Maui-Tikitiki-a-Taranga and Paerangi who drew forth the fires of the Kāhui Maunga (Mountain Clan). These fires were then called on by Whiro, Ngātoroirangi and Tamatea Pōkai Whenua. This is an ancient association for Ngāti Rangi who aspire to reconfirm, formally, Ngāti Rangi whakapapa to Ruapehu and the Kāhui Maunga. This whakapapa gives Ngāti Rangi mana from and to Ruapehu and the Kāhui Maunga.
- 2.2. Ngāti Rangi seek, in recognition of their mana motuhake, the restoration of their tino rangatiratanga and kaitiakitanga over their interests within the Tongariro National Park by the provision of redress that includes:
  - 2.2.1. fresh 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 Rangi and the Crown; and
  - 2.2.2. 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 Rangi and other tangata whenua; and
  - 2.2.3. appropriate protection and conservation of Tongariro National Park, in keeping with Ngāti Rangi's kawa, tikanga and values.

### Tongariro National Park collective iwi negotiations

- 2.3. The Crown has made an offer to all iwi and hapu with interests in the Tongariro National Park, including Ngāti Rangi, to enter into collective negotiations for the Tongariro National Park.
- 2.4. The Crown and Ngāti Rangi agree that entering collective negotiations with respect to Tongariro National Park is a priority.
- 2.5. The Crown and Ngāti Rangi acknowledge that other iwi and hapu have interests in the Tongariro National Park and agree that, should they wish to, those iwi and hapu with interests may actively engage in collective negotiations to provide for arrangements for the benefit of iwi and hapu with interests in the Tongariro National Park. It is envisaged that this will include all iwi and hapu with interests in the Tongariro National Park agreeing upon a process to negotiate collective arrangements for their interests in the Tongariro National Park.
- 2.6. The Crown has committed to undertake collective negotiations for cultural redress over the Tongariro National Park one year from the signing of the Ngāti Tuwharetoa deed of settlement.

### *Relationship between Ngāti Rangi deed of settlement and Tongariro National Park negotiations*

- 2.7. The Ngāti Rangi settlement legislation will settle all Ngāti Rangi claims in relation to the Tongariro National Park.
- 2.8. Governance and management arrangements to be developed for the Whangaehu Catchment will apply in the area of the Tongariro National Park where the Whangaehu Catchment overlaps. In developing and agreeing redress in relation to the Whangaehu Catchment, the Crown and Ngāti Rangi will discuss the interrelationship with future collective redress discussions in relation to the Tongariro National Park.
- 2.9. The Crown recognises the importance of the land in the Tongariro National Park currently known as Rangipō North 8 block, as it includes part of the sacred Maunga Ruapehu and the Te Wai-ā-Moe crater lake where Ngāti Rangi interred the bones of their ancestors. The Terms of Negotiation between Ngāti Rangi and the Crown recorded that Ngāti Rangi's comprehensive negotiations would provide cultural redress in relation to the Tongariro National Park. This occurred at a time when Ngāti Rangi's negotiations were to be conducted in parallel with the Tongariro National Park negotiations; however given that this has changed the Crown now intends to negotiate all cultural redress through the proposed collective Tongariro National Park negotiations. Notwithstanding this, Ngāti Rangi and the Crown agree to continue exploring the form of possible redress options within the historical Treaty of Waitangi settlement policy framework between the signing of this Agreement in Principle and the initialling of a Deed of Settlement which could recognise Ngāti Rangi's interests. The Crown undertakes all such discussions in a way that is consistent with Treaty principles.



### **3. TE MARAE ĀTEA: AGREEMENT IN PRINCIPLE**

#### **3.1. Ngāti Rangi and the Crown agree –**

- 3.1.1. that, in principle, save for those matters listed in clauses 1.4.1 to 1.4.4, the nature and scope of the deed of settlement is to be as provided in this agreement in principle; and
- 3.1.2. to work together in good faith to develop, as soon as reasonably practicable, a deed of settlement based on this agreement in principle. In particular, parties will work together to resolve any matters in relation to clause 4.5, and agree or determine (where applicable) those matters under clauses 4.8 and 13.2; and
- 3.1.3. the deed of settlement is to be signed by or on behalf of Ngāti Rangi, the governance entity, and the Crown.

## 4. TE WHARE TOKA: SETTLEMENT

### Settlement of historical claims

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

### Terms of settlement

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

### Redress

- 4.4. The deed of settlement is to provide for redress in accordance with this agreement in principle.
- 4.5. However, the deed of settlement will include –
- 4.5.1. redress contemplated by this agreement in principle only if any overlapping claim issues in relation to that redress have been addressed to the satisfaction of the Crown; and
  - 4.5.2. a property that this agreement in principle specifies as a potential cultural redress property, or a potential commercial redress property, or a potential deferred selection property, subject to final written confirmation from the Crown that each of those properties is available. If any such potential property is not available, the Crown is under no obligation to substitute that property with another property.
- 4.6. If the Crown is unable to confirm any redress contemplated by this agreement in principle due to overlapping claims, the parties may discuss alternative redress so that the nature of the redress contemplated by this agreement in principle is maintained so far as that is possible, in the deed of settlement.

- 4.7. If any new redress is offered by the Crown in accordance with clause 4.6, Ngāti Rangi acknowledge that clauses 4.5.1 and 4.5.2 apply to that redress.

**Transfer or vesting of settlement properties**

4.8. The settlement documentation is to provide that the vesting or transfer of:

- 4.8.1. a redress property or a purchased deferred selection property will be subject to –
  - 4.8.1.1. any further identification and/or survey required; and
  - 4.8.1.2. Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise); and
  - 4.8.1.3. sections 10 and 11 of the Crown Minerals Act 1991; and
  - 4.8.1.4. any relevant provisions included in the settlement documentation.
- 4.8.2. a redress property, will be subject to any encumbrance or right, in relation to that property that the settlement documentation either –
  - 4.8.2.1. describes as existing at the date of the deed of settlement; or
  - 4.8.2.2. requires to be created on or before the settlement date; and
- 4.8.3. a purchased deferred selection property will be subject to any encumbrance or right, or obligation in relation to that property, that is either:
  - 4.8.3.1. described in the disclosure information provided for that deferred selection property (and not varied during the pre-purchase period); or
  - 4.8.3.2. entered into by the Crown during the pre-purchase period; or
  - 4.8.3.3. required to be created under the settlement documentation on or before the settlement date.

## 5. POUPOU HOHOURONGO: RECONCILIATION (HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY)

### Ngāti Rangi Historical Background

- 5.1. In clauses 5.2 to 5.41 of this section, Ngāti Rangi describe their kōrero tuku iho (traditional history) and their origins.
- 5.2. Ngāti Rangi is commonly referred to by reputed scholars of Whanganui tribal wānanga as *‘he matua iwi’*. This reference highlights Ngāti Rangi as one of the ‘original clans’ that make up the confederation of tribes of Whanganui nui tonu, as we know it today.
- 5.3. Taitoko Te Rangihwinui (Major Kemp), recognised nineteenth century Ngāti Rangi (as well as other iwi) statesman, acknowledged that there are two eponymous ancestors that form the ancient rootstock of Whanganui Iwi. One is Ruatipua and the other is Paerangi.
- 5.4. The earliest discovery of Aotearoa, is attributed to Te Kāhui Māui, the Māui Clan. The pepeha that has been retained through oral tradition is:

**“Ko Tahu-a-rangi te waka.**

*Tahu-a-rangi is the ancestral vessel.*

**Ko Rangi-tukutuku te aho.**

*Rangi-tuku-tuku is the fishing line.*

**Ko Piki-mai-rawea te matau.**

*Piki-mai-rawea is the hook.*

**Ko Haha-te-whenua te ika kei rō wai.**

*Haha-te-whenua is the fish (of Māui) whilst under the ocean”.*

- 5.5. To the uninitiated, it needs to be explained that the rudimentary pepeha, is actually a codified reference to the astrological co-ordinates and geographical phenomena utilised by these ancient ‘way finders’ circa 600B.C, to voyage to New Zealand from Hawaiki-nui.
- 5.6. In accordance with Ngāti Rangi tribal narrative and the customary rights of tenure, the Kāhui Māui are the basis of their ‘take taunaha’ – ‘right by discovery’.
- 5.7. In keeping with the tenets of ‘take taunaha’, it was Te Kāhui Māui who performed the first ritual of naming the land (tapatapa), giving sacred expression to the names of the mountain peaks within the Central Plateau and on the West Coast.

“Matua-te-mana” – “absolute of authority” (Mount Ruapehu)

“Matua-te-tapu” – “absolute of things sacred” (Mount Taranaki)

“Matua-te-toa” – “absolute of the warrior code” (Mount Tongariro)

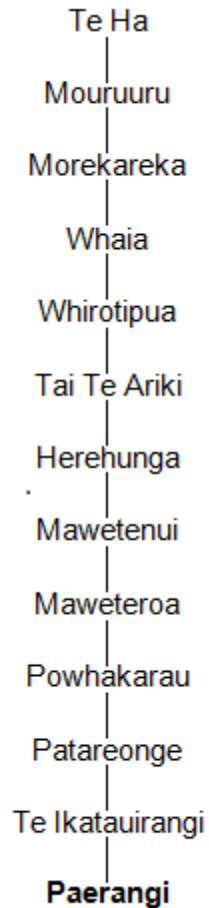
“Matua-te-pono” – “absolute in servitude” (Mount Ngauruhoe)

“Matua-te-hine” – “absolute of the female essence” (Pihanga)

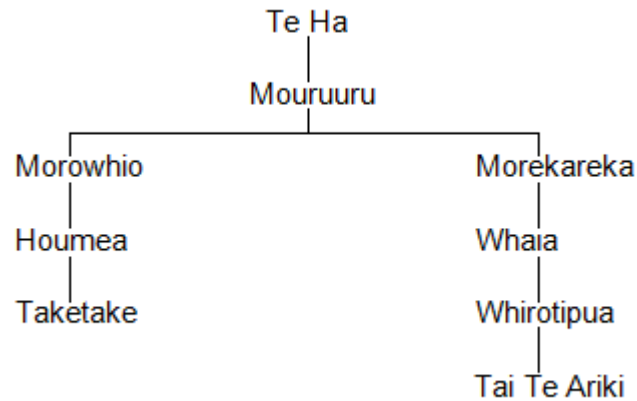
“Matua-te-puhi” – “absolute of purity” (Te Rauhoto)

5.8. Collectively, the above mountains are known as “Te Kāhui Maunga” – “the Mountain Clan.”

5.9. Key navigational landmarks were also named and recorded, including the highest visible peak of Mt Ruapehu called “Pare-te-tai-tonga” – “Guardian of the Southern Region.” Upon their return to Hawaiki-nui, Te Kāhui Māui shared their knowledge of their discovery with their people. This would lead to the next phase of first residential occupation in the south east quadrant of Mt Ruapehu by an ancestor known as Te Ha.



- 5.10. Te Ha was an early tangata whenua ancestor, associated with the lands around Ruapehu, in particular, the south eastern slopes undulating out to the lands of Te Onetapu.
- 5.11. Conflict arose between the descendants of Houmea and Whirotipua, when the children of Houmea, named Tura and Rotuia killed Tai-te-ariki at the summit of what is now the Desert Road, using slings and stones. This sacred Ngāti Rangi site is known as Te Roro o Tai-te-ariki, “the brain-matter of Tai-te-ariki.” The spilling of his blood is forever commemorated in the name of “Te Onetapu Desert” – “The sacred sands”.



5.12. The slain body of Tai-te-ariki was prepared for ritual interment at Ngā Rimutamaka, and later, transported up onto the summit of Ruapehu, and buried at Te Pa-tatau-o-te-rangi. A burial befitting the reigning nobility of the time.

5.13. Te Tini a Te Ha (The Multitudes of Te Ha) continued to evolve as a unique highly ritualised tribal society for the next several generations. The evolution of this pre-fleet iwi can be illustrated from the establishment of a socio- religious nucleus or tūāhu known as Te Wiwini o Tu at a location known as Tuhirangi, in the vicinity of Waiouru township. In parallel to this, was the establishment of the sacred where wānanga on the slopes of Ruapehu, known as Te Rangiwanangananga. Ngā Rimutamaka, would become reknowned as the place where the ritual rites of passage for the deceased nobility would take place, before being interred on the summit of Ruapehu. This practise of interment on the summit was still in practise in the decade of the early 1920s, and the where wānanga only became inactive in 1966, due to colonial intrusion. This ritual practise of interment on the mountain summit is generic with tikanga practises of external iwi and highlights the connection of the elite nobility to their respective sacred maunga.

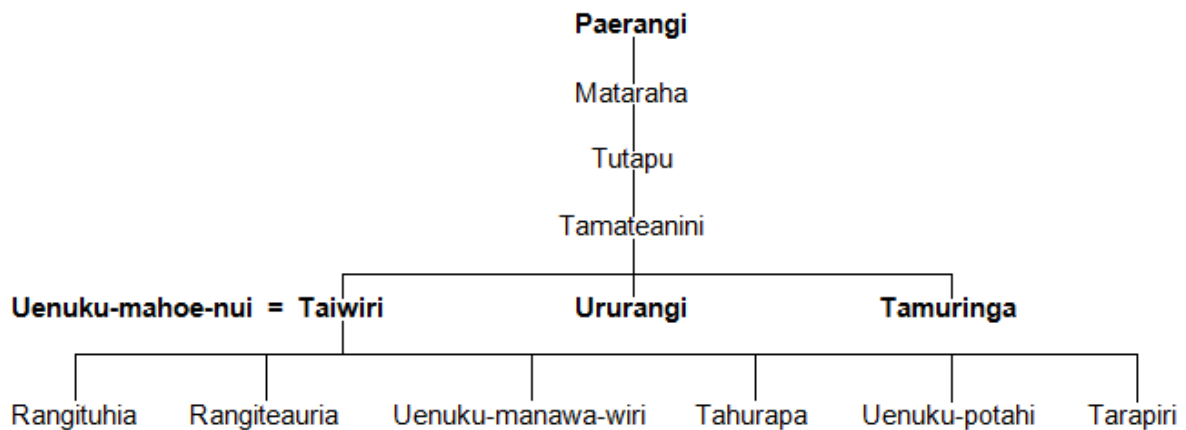
5.14. A new era of reign was heralded by the birth of Paerangi. His birth was foreseen by the seers through ritual divination. Born at Ngā Rimutamaka, he was seen as a prophesied leader who possessed the genetics of both the human and divine – ‘he tangata, he tipua’. Hence, he was known as ‘Paerangi-i-Te-Moungaroa’ – ‘Paerangi, God of the Milky Way’ and also ‘Paerangi-i-Te-Wharetoka’ – ‘Paerangi from the House of Stone’.

5.15. Aropeta Haere-tu-te-rangi, a nineteenth century Ngāti Rangi tupuna, makes a clear statement attesting to the ‘mana’ of Paerangi.

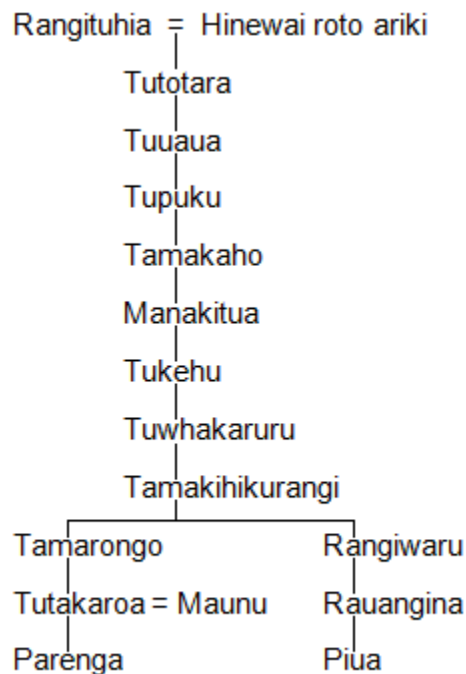
‘Na Paerangi i paranitia te whenua’.

‘It was Paerangi who branded the land.’

5.16. Ngāti Rangi tribal narrative describes that Paerangi descended onto Ruapehu by the means of an ancestral bird ‘Te Rau-a-Moa’. Throughout Ngāti Rangi history thereafter, the sacred talisman, Te Rau-a-Moa and the mystical powers possessed by it, are well recorded in Whanganui customary narratives.

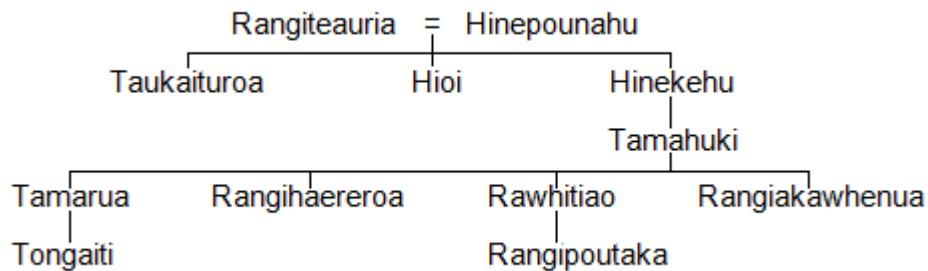


5.17. The union of Tamateanini's daughter, Taiwiri to Uenuku-mahoe-nui, was a strategic marriage to unite the two dynasties of Ruatipua, of the Whanganui River Valley and that of Paerangi of the mountain region. Ururangi, as the leading male, inherited the sacred responsibilities associated with maintaining the tūāhu and the where wānanga, whilst Taiwiri, the matriarch, inherited the 'mana' of the land between the Hautapu, Whangaehu and Mangawhero Rivers. Strategic marriages were vital to survival, as the advent of those peoples who had come with the 'fleet' of 1350, was being felt within the interior central plateau. The war lords of the Ruatipua dynasty presented an ideal alliance for the more passive religious society of the Paerangi people.





- 5.18. “Taiwiri conferred our right to the land. Uemahoenui was the father of Manawawiri. I never heard anything about Taiwiri giving the land, but I know we have always lived on the land through Taiwiri. Rangituhia got their share, and Rangiteauria....Te Aro’s people got their land at Tuhirangi the same way. Taiwiri divided the lands between her descendants and gave Manawawiri all the land north of Tokatapu. As their descendants got many, the lands were again divided.”<sup>1</sup>



- 5.19. In the time of Rangiteauria’s children, a war party of the Ngāti Hotu plundered the Murimotu Plains where Rangiteauria’s descendants lived. Ngāti Rangi refer to Ngāti Hotu as their kinsmen. After the killing of Tai-Te-Ariki at Te Onetapu, the descendants of Houmea migrated to Rotoaira.

*‘I hotuhotu te tangi o te iwi, i te matenga o Tai-Te-Ariki.’*

*‘The people lamented with anguish, due to the killing of Tai-Te-Ariki.’*

- 5.20. Their lament as they left, gave rise to the name bestowed upon them, hence Ngāti Hotu.

- 5.21. Taukaituroa and Hioi, the sons of Rangiteauria, after a period of mourning, went to Tamaahuarere of the Kāhui Rere/Ngā Paerangi clans, where they obtained the sacred talisman, Te Rau-a-Moa. Empowered with the ability to fly, they transported themselves to Rotoaira. By means of karakia and stealth, they set fire to the wharepuni, Tahurangi, and exacted ‘utu’ upon their kinsmen of Ngāti Hotu. The talisman remains with the Rangiteauria people to this day, hidden in a sacred spring.

- 5.22. The advent of Kupe from Hawaiki Rangiatea aboard Matahourua waka is well accounted for in the Ngāti Rangi narrative. Kupe on arrival at the mouth of the Te Wai-nui-a-Rua (the great waterway of Ruatipua), known today as the Whanganui River, named the vicinity at the river mouth – ‘Te Kaihau a Kupe’. He then travelled up the river and in the vicinity of Kakata, Kupe shape-shifted his guardians into ‘mokomoko nui’ – ‘giant reptiles’. The names of his guardians were Arai-te-uru and Niwa. He then instructed them to travel inland on a reconnaissance, following the Whanganui River valley. The guardians followed the river to Mokonui, and then, following the Whatauma Stream, they climbed the ridge of Mairehau, making clear their view to the foothills of Ruapehu. There they observed the occupational fires of an ancient clan – the

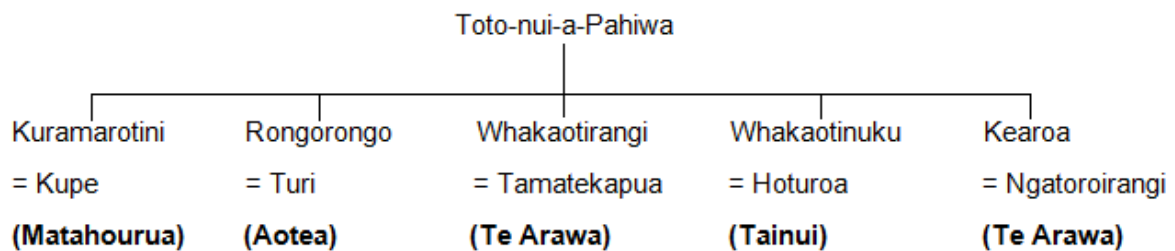
<sup>1</sup> Native Land Court Minute Book, Whanganui No. 6, p. 242

Paerangi Clan. They returned to Kupe with the expression – ‘kua kā ke ngā ahi’ ‘the fires of occupation already burn’. This whakatauki is commemorated in the Ngāti Rangi narrative as:

*‘Kua kā kē te ahikā roa nā Paerangi-i-te-wharetoka.’*

*‘The long standing fires of Paerangi have already been ignited.’*

- 5.23. Following in the wake of Kupe after his return to Hawaiki Rangiataea and based upon the knowledge he imparted to Turi, the next waka to arrive to the west coast was Aotea.

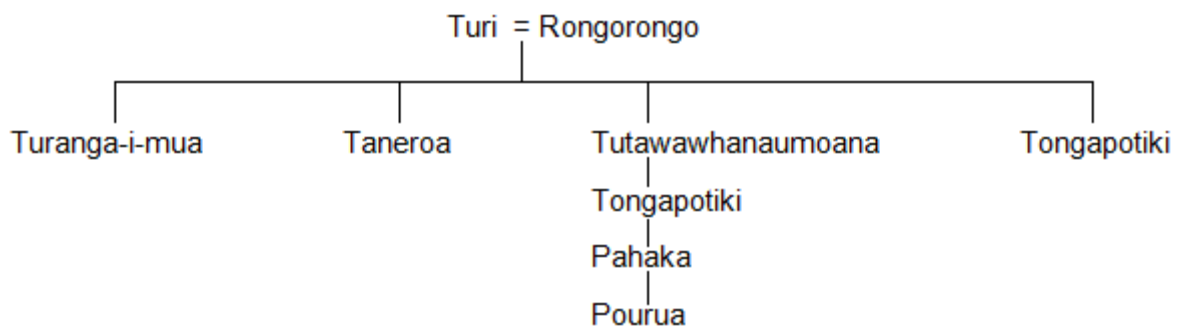


- 5.24. While travelling to Aotearoa, Aotea was at Rangitahuahua (Raoul Island) where Ruatea, Haunui-a-Paparangi and others left the damaged waka of Kurahaupo and joined the Aotea crew. Kurahaupo was famed for the knowledge its people had acquired and it was at this time the famous saying was coined:

*Aotea utanganui mō te kai, mō te kōrero*

*The abundant Aotea, fill of food and knowledge.*

- 5.25. After making final landfall at Aotea Harbour, the people of Aotea migrated overland to Pātea, where they established themselves.



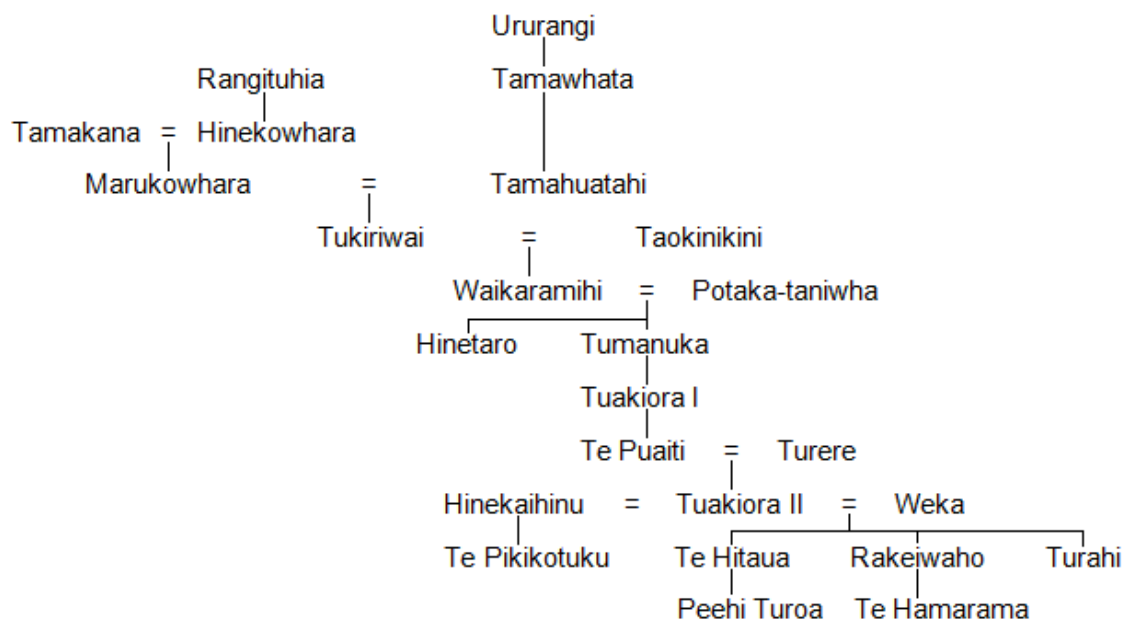
- 5.26. In the generation of Pourua, the tribal narrative recalls a meeting of chiefs on the watershed ridge that runs parallel to the west of the Whanganui River at Mataimoana. This meeting was between Pourua, of the Aotea people and Paerangi II of the Paerangi people. Their meeting was to delineate their mutually agreed

boundaries based upon the watershed ridge, whereby those waterways that flow from the watershed ridge out to the west coast demark the lands of the Turanga-i-mua clans, and those inland flowing east into the Whanganui River demark the lands of the Ngā Paerangi clans.

- 5.27. In this generation, it is evident that the descendants of Paerangi had evolved from their original area of primary occupation at the foot of Ruapehu, to occupy as far south as the coastal hinterland at the mouths of the Turakina, Whangaehu and Whanganui Rivers.
- 5.28. However, it would remain the principal duty of the descendants of Taiwiri and Ururangi to maintain the nucleus of the original ahi kā in the shadow of their ancestral mountain, to ensure the continuity of the whare wānanga rituals and to uphold their sacred connection and duty of kaitiakitanga as the mountain guardians.
- 5.29. The mountain and the associated river valleys, were well known for the abundance of food sources and wild game, prevalent in the wide expanses of native forests abounding Ruapehu. The forests and all their bounty leading up onto the foothills, was seen as a 'shared commons' used seasonally by various hapū of Whanganui nui tonu. The rights and control over such rich resources would become the cause for both internal and external conflicts, often resulting in the forging of new alliances through strategic marriages known as 'tatau pounamu'.
- 5.30. This would lead to the arrival of fifteenth century ancestor, Pamoana, into the Whangaehu Valley in search of the abundant kereru. Of Ngāti Ruanui origins, Pamoana, was hosted by Tukarangatai, of Ngā Paerangi, until his departure to live up the Whangaehu Valley amongst the descendants of Uenukumanawawiri, namely. The son of Rangiteauria, Taukaituroa, took exception to the intrusion of this outsider, and so conflict was inevitable. A series of battles would ensue and new alliances would be formed between Pamoana and the descendants of Uenukumanawawiri. Maruhikuata, son of Uenukumanawawiri, would join forces with Pamoana to battle with his Rangiteauria cousins.
- 5.31. Pamoana's grandsons married Uenukumanawawiri descendants, and this contributed to the establishment of a number of hapū, under the guise of Ngāti Pamoana.
- 5.32. The trend of strategic alliances forged by deliberate marriage, is further highlighted with the marriage of Tamakana to the daughter of Rangituhia, Hinekowhara. Such marriages resulted in either of two clear outcomes:
- the maintenance of the continuum of internal alliances between the Ruatipua and Paerangi rootstock.
  - the establishment of new alliances with the new tribal entities, now prominent on the hinterland of the tribal boundary.
- 5.33. The marriage of Tamakana to Hinekowhara immediately ensured that the whare wānanga of Te Rangiwhānangananga was guaranteed safe from harm under the protectorate of the reigning war lords of the Ngāti Ruakopiri battalions from the Manganui o Te Ao Valley.

5.34. Underpinning this internal alliance, was the inherent need to ensure the undisputed authority and responsibility over the entirety of the mountain (Ruapehu) and by military might, if necessary, repel those adverse to their stance. These marriages, ultimately, would lead to the eventual galvanising of the confederated tribes of Whanganui at the Battle of Kaiwhakauka (1819).

5.35. As new identities evolved on the tribal landscape, conflict became inevitable and the clans of Taiwiri, Ururangi and Tamakana, collectively, continued to build their resolve, to maintain their ahi kā upon their ancestral lands that circumnavigate the base of their sacred ancestral mountain, Maunga Ruapehu.



5.36. In the generation of Tukaiaora II, a war party from the eastern flanks, in revenge for the killing of their chief, exacted utu upon a party of people, in occupation at Pakiaka, killing many, including Tukaiaora's mother. Those spared, including Tukaiaora, were appointed the gruesome task of carrying the spoils of war, befitting the toil of a slave.

5.37. Upon receiving the news of the death of his wife and the enslavement of his son, Te Puaiti rallied a combined force of Ngāti Ruakopiri and Rangipoutaka, and engaged the enemy at Te Rere o Parekura, in the vicinity of Tangiwai. Revenge was swift and absolute, with the invading party of 600 men, being almost totally annihilated. Tukaiaora II, upon reaching the age of manhood, married twins from the Hekeawai clan, namely Hinekaihinu and Weka.

5.38. Te Pikikotuku, in his time, would establish his mana as the primary overlord and protector of the Whanganui tribal estate, from the mountain to the sea.

- 5.39. His mantle would be succeeded to by his nephew, Te Peehi Turoa in an era that marked the advent of the European and the unprecedented change of colonisation.
- 5.40. In 1819, the forerunner of colonisation was to be seen in the form of the muskets possessed by the invasion forces from the North, numbering three thousand strong. Upon returning from the conquest of Te Awa o Kairangi (Hutt Valley), the invasion force forced its way up the Whanganui River. The climactic outcome would take place at the Battle of Kaiwhakauka.
- 5.41. The Northern invaders were defeated by a combined force of tribes from Whanganui, Tuhua and the Lake Taupō regions. This was made possible by the alliances held by the Whare Ariki of Turoa.

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

- 5.42. The deed of settlement is to include –
- 5.42.1. an agreed account of the historical relationship between Ngāti Rangi and the Crown based on the proposed historical account headings set out below; and
  - 5.42.2. 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 Rangi; and
  - 5.42.3. a Crown apology for those breaches of the Treaty of Waitangi / Te Tiriti o Waitangi and its principles.

### **Ngāti Rangi proposed historical account headings**

- 5.43. The deed of settlement will include an agreed historical account based on the following proposed headings –
- 5.43.1. The Treaty of Waitangi;
  - 5.43.2. The Purchase of Whanganui;
  - 5.43.3. Kokako;
  - 5.43.4. Moutoa and Ohoutahi;
  - 5.43.5. Military Roles;
  - 5.43.6. The Native Land Court;
  - 5.43.7. Leasing in the Murimotu District (1870-1885);
  - 5.43.8. Crown Land Purchasing (1885-1900);

- 5.43.9. Tongariro National Park;
- 5.43.10. Vested Lands and 20<sup>th</sup> Century Land Administration;
- 5.43.11. Twentieth Century Crown Purchasing;
- 5.43.12. Public Works;
- 5.43.13. Waiohuru Defence Lands and Township;
- 5.43.14. Tongariro Power Scheme;
- 5.43.15. Environmental Issues; and
- 5.43.16. Socio-economic Issues.

## 6. POUPOU TE MATAPIHI: CROWN – NGĀTI RANGI RELATIONSHIP

### Protocol

- 6.1. The deed of settlement is to require that the responsible Minister issue the governance entity with the protocol referred to in Table 1 below.
- 6.2. A protocol will provide for the Crown's interaction with the governance entity in relation to specified matters.

**Table 1**– Protocol

Responsible Minister	Protocol
Minister for Arts, Culture and Heritage	Taonga Tūturu Protocol

### Conservation Partnership Agreement

- 6.3. The deed of settlement will set out the elements of cultural redress involving Public Conservation Land and resources within a Partnership Framework (as set out in clauses 8.14 to 8.21 in the Pou pou Te Ao Turoa section of this agreement in principle).
- 6.4. The parties intend that the Partnership Framework will include a Partnership Agreement to be entered into by the Minister of Conservation and Director-General of Conservation with the governance entity that applies across the Ngāti Rangi area of interest (except for the Tongariro National Park) providing for a rohe-wide approach for the Ngāti Rangi and Department of Conservation relationship covering topics as agreed by Ngāti Rangi and the Department of Conservation.
- 6.5. The Crown considers that despite clause 6.4 the Department of Conservation will, with respect to matters within the boundaries of Tongariro National Park, continue to maintain and enhance its relationship with Ngāti Rangi pursuant to the Department's obligations under section 4 of the Conservation Act.

### Relationship agreement with the Ministry for the Environment

- 6.6. The deed of settlement will provide for the Ministry for the Environment to enter into a relationship agreement with the governance entity.
- 6.7. The parties intend that the relationship agreement will:
  - 6.7.1. enable the Ministry for the Environment and the governance entity to maintain a positive, collaborative and enduring relationship into the future; and
  - 6.7.2. any other topics as agreed with the Ministry for the Environment and Ngāti Rangi.

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

6.8. The deed of settlement will provide for the Department of Internal Affairs (National Library and Archives New Zealand, and Births, Deaths and Marriages functions) and the Museum of New Zealand Te Papa Tongarewa Board to enter into a letter or letters of commitment with Ngāti Rangi that focus on:

- 6.8.1. the development and implementation of a shared vision and commitments with respect to the restoration and protection of taonga; and
- 6.8.2. a constructive relationship to facilitate access to, and protection of, information and taonga associated with Ngāti Rangi; and
- 6.8.3. any other topics as agreed with the Department of Internal Affairs and the Museum of New Zealand Te Papa Tongarewa and Ngāti Rangi.

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

6.9. The Crown, through the Ministry for Primary Industries, recognises Ngāti Rangi, as tangata whenua that –

- 6.9.1. are entitled to have input into, and participate in, fisheries management processes that affect fish stocks in their area of interest and that are managed by the Ministry for Primary Industries under fisheries legislation; and
- 6.9.2. have a special relationship within their area of interest with all species of fish and aquatic life and all such species being taonga to Ngāti Rangi, and an interest in the sustainable utilisation of all species of fish and aquatic life.

6.10. 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:

- 6.10.1. that the Ministry for Primary Industries recognises Ngāti Rangi as tangata whenua within their area of interest and has a special relationship with all species of fish and aquatic life within their area of interest;
- 6.10.2. how Ngāti Rangi can have input and participation into the Ministry for Primary Industries' fisheries planning processes;
- 6.10.3. how Ngāti Rangi can implement the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within their area of interest; and
- 6.10.4. that the Ministry for Primary Industries will consult with the governance entity as representatives of Ngāti Rangi where the area of interest is directly affected by the development of policies and operational processes that are led by the Ministry for Primary Industries in the area of fisheries and aquaculture; agriculture and forestry; and biosecurity; and



- 6.10.5. any other matters as agreed with the Ministry for Primary Industries and Ngāti Rangi.

### **Appointment as an advisory committee to the Minister for Primary Industries**

- 6.11. The Minister for Primary Industries will appoint the governance entity as an advisory committee on fisheries management to the Minister for Primary Industries under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 in relation to areas of special significance to Ngāti Rangi. These areas are to be agreed before initialling a deed of settlement.

### **Letters of introduction**

- 6.12. The deed of settlement will provide for the Minister for Treaty of Waitangi Negotiations to write letters of introduction to the following local authorities, to introduce Ngāti Rangi and the governance entity:

- 6.12.1. Horizons Regional Council;
- 6.12.2. Rangitikei District Council;
- 6.12.3. Ruapehu District Council;
- 6.12.4. Taupō District Council;
- 6.12.5. Waikato Regional Council; and
- 6.12.6. Whanganui District Council.

- 6.13. The purpose of the letters is to raise the profile of Ngāti Rangi with each local authority in relation to its work. The text of the letters will be agreed between the Ngāti Rangi Trust and the Crown and issued as soon as practicable after this agreement and before settlement date.

### **New Zealand Defence Force relationship redress**

- 6.14. The New Zealand Defence Force has been part of the Ngāti Rangi landscape for over a century. The activities of the New Zealand Defence Force on and near wāhi tapu on Te Onetapu continue to be offensive to Ngāti Rangi.
- 6.15. Ngāti Rangi recognise the role of the New Zealand Defence Force to protect New Zealand and the critical importance of the New Zealand Defence Force training area at Waouru to the activities of the New Zealand Defence Force. The New Zealand Defence Force's continued use of the training area at Waouru is considered by Ngāti Rangi to be Ngāti Rangi's sacrifice for and on behalf of the nation. In light of the above, Ngāti Rangi considers it essential that they and the New Zealand Defence Force develop a formal agreement to:

- 6.15.1. recognise Ngāti Rangi's significance to the lands in and around Waiouru; and
  - 6.15.2. recognise Ngāti Rangi's sacrifice for and on behalf of the nation; and
  - 6.15.3. consider current and future opportunities for the parties to work together.
- 6.16. The deed of settlement will record the outcome of any agreement reached between the New Zealand Defence Force and Ngāti Rangi following their exploration of a formal relationship agreement to be negotiated following the signing of this agreement in principle. The New Zealand Defence Force and Ngāti Rangi have agreed to explore a formal relationship agreement that:
- 6.16.1. establishes a formal relationship between New Zealand Defence Force and Ngāti Rangi and provides for ongoing and meaningful dialogue between the parties regarding matters of common interest including commercial or other arrangements;
  - 6.16.2. provides for Ngāti Rangi to access sites of cultural significance, by pre-arrangement, on the New Zealand Defence Force training area, as is appropriate having regard to the purpose for which the land is held and the activities undertaken there;
  - 6.16.3. acknowledges Ngāti Rangi's desire to ensure their cultural and traditional values inherent in the waterways and natural environment of the training area that lie within their rohe, are recognised and protected in conjunction with Ngāti Rangi;
  - 6.16.4. and any other topics as agreed with the New Zealand Defence Force and Ngāti Rangi.

### **Relationship redress non-exclusive**

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

## 7. POUPOU NGĀTI RANGITANGA: NGĀTI RANGI NATIONHOOD AND CULTURAL REVITALISATION (CULTURAL REDRESS)

### General

7.1. All items of cultural redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:

- 7.1.1. the Crown confirming that any residual overlapping claim issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and
- 7.1.2. any other conditions specified in the cultural redress tables provided below and set out in clauses 4.5, 4.8 and 13.2 of this agreement in principle.

### Potential cultural redress properties

7.2. The deed of settlement is to provide that the settlement legislation will vest in the governance entity those of the properties described in Table 2 below as potential cultural redress properties that the parties agree are to be cultural redress properties.

7.3. If the parties agree a potential cultural redress property is to be vested as a cultural redress property, it will be vested in the governance entity on the basis provided in Table 1 below.

**Table 2** - Potential cultural redress properties

Name of area	General description/location	Conditions of vesting / Specific conditions currently known
Ruapehu/Dreadnought Roads	<p><i>Wellington Land District – Ruapehu District</i></p> <p>2.4610 hectares, more or less, being Lot 1 DP 72617. All computer freehold register WN40C/324.</p>	<p>Vest in fee simple unencumbered.</p> <p>Refer to Map 1 in the attachments</p>

Part Hospital Conservation Area	<p><i>Wellington Land District – Ruapehu District</i></p> <p>6.0 hectares, approximately, being Part Section 107 and Section 108 Ohakune Village. Part <i>Gazette</i> notice 196112.1. Subject to survey.</p>	<p>Vest in fee simple unencumbered.</p> <p>Refer to Map 2 in the attachments</p>
Part Ohakune Lakes Scenic Reserve (grazed area)	<p><i>Wellington Land District – Ruapehu District</i></p> <p>9.2 hectares, approximately, being Part Section 24B Block VIII Makotuku Survey District. Part <i>Gazette</i> 1915 p. 2276. Subject to survey.</p> <p>14.1 hectares, approximately, being Part Section 24C Block VIII Makotuku Survey District. Subject to survey.</p>	<p>Vest in fee simple unencumbered.</p> <p>Subject to a grazing licence. Other conditions to be confirmed.</p> <p>Refer to Map 3 in the attachments</p>
Railway Row Conservation Area	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.1088 hectares, more or less, being Crown Land SO 34325. All <i>Gazette</i> notice 854382.2.</p>	<p>Vest in fee simple unencumbered.</p> <p>Refer to Map 4 in the attachments</p>
Rotokura Lake Beds (part Rotokura Ecological Area)	<p><i>Wellington Land District – Ruapehu District</i></p> <p>13 hectares, approximately, being Parts Section 1 SO 36750. Part <i>Gazette</i> notice B407690.3. Subject to survey.</p>	<p>Vest in fee simple subject to reserve status or a conservation covenant.</p> <p>Refer to Map 5 in the attachments</p>

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

### Statutory acknowledgement

7.4. The deed of settlement is to provide for the settlement legislation to –

- 7.4.1. provide the Crown's acknowledgement of the statements by Ngāti Rangi of their particular cultural, spiritual, historical, and traditional association

with each of the areas described in Table 3 below as statutory areas to the extent that those areas are owned by the Crown; and

- 7.4.2. require relevant consent authorities, the Environment Court, and the Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
- 7.4.3. require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area; and
- 7.4.4. 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
- 7.4.5. enable the governance entity, and any member of Ngāti Rangi, to cite the statutory acknowledgement as evidence of the settling group's association with a statutory area.

**Table 3** – Statutory acknowledgements

<b>Statutory areas to which the statutory acknowledgement is to apply</b>	<b>General description/location</b>
Auahitōtara Pā	East of Waiouru Refer to Map 6 in the attachments
Hautapu River	South east of Waiouru Refer to Map 7 in the attachments
Moawhango River	East of Waiouru Refer to Map 8 in the attachments
Ngāmatea Swamp	South of Waiouru Refer to Map 9 in the attachments
Part Ngaurukehu Scientific Reserve	South of Waiouru Refer to Map 10 in the attachments
Part Hihitahi Forest Sanctuary	South of Waiouru Refer to Map 11 in the attachments
Part of Ohakune Lakes Scenic Reserve (part not vested);	South west of Ohakune Refer to Map 12 in the attachments
Part of Upper Waikato River (Waikato-Iti)	Eastern slopes of Mt Ruapehu Refer to Map 13 in the attachments
Te Onetapu (Rangipo Desert)	North of Waiouru Refer to Map 14 in the attachments

Turakina River	South west of Waouru Refer to Map 15 in the attachments
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- 7.5. The Crown and Ngāti Rangi acknowledge there may be shared interests with other iwi in the areas identified for statutory acknowledgements, including with Nga Iwi o Mokai Patea in relation to Hihitahi Forest Sanctuary and Ngaurukehu Scientific Reserve.

### **Deeds of recognition**

- 7.6. The deed of settlement is to require that the Crown provide the governance entity with a deed of recognition in relation to the statutory areas referred to in Tables 3, 4 and 5 below to the extent that those areas are owned and managed by the Crown.
- 7.7. A deed of recognition will require the Minister of Conservation and the Director-General of Conservation or the Commissioner of Crown Lands or the Chief of Defence Force, when undertaking certain activities within a statutory area, to –
- 7.7.1. consult the governance entity; and
  - 7.7.2. have regard to its views concerning Ngāti Rangi's association with the statutory area as described in a statement of association.

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

<b>Statutory areas to which the deed of recognition is to apply</b>	<b>General description/location</b>
Part of Ngaurukehu Scientific Reserve	South of Waouru Refer to Map 10 in the attachments
Part of Hihitahi Forest Sanctuary	South of Waouru Refer to Map 11 in the attachments
Part of Ohakune Lakes Scenic Reserve (part not vested);	South west of Ohakune Refer to Map 12 in the attachments
Part of Upper Waikato River (Waikato-Iti)	Eastern slopes of Mt Ruapehu Refer to Map 13 in the attachments

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

Statutory areas to which the deed of recognition is to apply	General description/location
Hautapu River	South east of Waiouru Refer to Map 7 in the attachments
Turakina River	South west of Waiouru Refer to Map 15 in the attachments

**Table 6** – Deeds of recognition, issued by the Chief of Defence Force

Statutory areas to which the deed of recognition is to apply	General description/location
Auahitōtara Pā	East of Waiouru Refer to Map 6 in the attachments
Moawhango River	East of Waiouru Refer to Map 8 in the attachments
Ngāmatea Swamp	South of Waiouru Refer to Map 9 in the attachments
Te Onetapu (Rangipo Desert)	North of Waiouru Refer to Map 14 in the attachments

### Potential official geographic names

- 7.8. The deed of settlement is to provide for the settlement legislation to provide for each of the names listed in Table 7 below to be the official geographic name of the feature, if the parties and New Zealand Geographic Board agree.

**Table 7** - Potential official geographic names

Existing official geographic name	Potential official geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Auahitotara	Auahitōtara	BJ35 387278	Hill
Karokio Stream	Korokio Stream	BK34 042197 BK34 068150	Stream
Kawaiotawaki	Te Kawa-o-Tāwhaki	BK34 045190	Hill

## NGĀTI RANGI AGREEMENT IN PRINCIPLE

Lake Otamataraha	Ō-Te-Mataraha Lake	BJ34 213258	Lake
Main Gorge Stream	Te Whakahūhi Stream	BK34 260205 BK34 229204	Stream
Mangahowhi Stream	Mangahouhi Stream	BJ33 034315 BJ33 992305	Stream
Okotinga	Ōtamakotinga	BJ34 199251	Hill
Rangipo Desert	Te Onetapu	BJ35 306452	Desert
Rangiwhaia Stream	Rangiwaia Stream	BJ34 175225 BK34 104215	Stream
Unnamed	Ahu-a-Tūranga Stream	BJ34 263237 BK34 229204	Stream
Unnamed	Auahitōtara Pā	BJ35 394275	Historic Site
Unnamed	Hautapurua Stream	BJ35 394263 BJ35 319226	Stream
Unnamed	Kārewarewa	BJ34 186318 [BJ34 202373]	Ridge
Unnamed	Kohaonui	BJ34 207255	Historic Site
Unnamed	Kutaroa Stream	BK35 291212 BK35 307194	Stream
Unnamed	Kutaroa Swamp	BK35 284199	Wetland
Unnamed	Ninia	[BJ34 165303]	Historic Site
Unnamed	Ngā Rimutāmaka	BJ34 240385	Historic Site
Unnamed	Ngā Roto-o-Te-Kaponga Wetlands	BJ34 242329	Wetland
Unnamed	Ōpeketā Stream	BJ34 267234 BJ34 276221	Stream
Unnamed	Ōpeketā Swamp	BK35 284216	Wetland
Unnamed	Ō-taha-te-kapua	BJ34 204324	Ridge
Unnamed	Ō-taha-te-kapua Kāinga	BJ34 209337	Historic Site



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Te Unuunuakapuateriki Stream	[Te Unuunu a Kapua Te Ariki Stream]		Stream
Unnamed / Otemataraha (local use)	Ō-Te-Mataraha Wetland	BJ34 230254	Wetland
Unnamed / Raketapauma Wetland or Irirangi Swamp (local use)	Raketapauma Wetland	BK35 284199	Wetland
Unnamed / Smaller of the two Ohakune Lakes (local use)	Rangatauaaiti	BJ34 052319	Lake
Unnamed / Larger of the two Ohakune Lakes (local use)	Rangatauanui	BJ34 047323	Lake
Unnamed	Rangataua		Hill
Ohakune Lakes Reserve	Rangataua Lakes Scenic Reserve		Lake
Unnamed / Tapui o te Wira (local use)	Tāpui-o-te-uira	BK33 034198	Hill
Unnamed	Te Ruapekapeka	[BJ34 062340]	Historic Site
Unnamed	Te Toka-a-Kōraria	BJ34 227318	Historic Site
Waiakaki Stream	Waiakake Stream	BJ34 143345 BJ34 120310	Stream

### Potential vest and gift back of New Zealand Defence Force land

7.9. The Crown and Ngāti Rangi have agreed to explore, following the signing of this agreement in principle, a proposal for certain New Zealand Defence Force lands (being the Raketapauma land block) within the Ngāti Rangi exclusive area of interest to be vested in Ngāti Rangi and then gifted back to the Crown.

7.10. The agreement to discuss this vest and gift back proposal may not result in any agreed redress of this nature.

### Cultural redress non-exclusive

7.11. 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.

## 8. POUPOU TE AO TUROA: ENVIRONMENT (NATURAL RESOURCES AND CULTURAL REDRESS)

### Natural resources redress over the Whangaehu Catchment

*He awa tōta i Ruapehu*

*He wai-ariki-rangi, tuku iho, tuku iho*

*Ko ngā wai tiehu ki ngā wai riki*

*Tuku iho ki tai. Hei waiū, hei wai tōtā e.*

- 8.1. The Crown and Ngāti Rangi have agreed to explore the development of new arrangements for the Whangaehu Catchment including in relation to governance and management. Those arrangements will reflect the interests of Ngāti Rangi and other iwi with interests in the Whangaehu Catchment, and will include the principles of 'Wai Ora', 'Kawa Ora, Mouri Ora', and 'Manawa Ora'.
- 8.2. Other elements of the settlement which may relate to the Whangaehu Catchment are Crown apology redress (referred to in Part 5 of this agreement in principle), statements of association and deeds of recognition (referred to in Part 7 of this agreement in principle) and relationship redress (referred to in Part 6 of this agreement in principle).
- 8.3. In addition the settlement will provide for the following matters.

### Statutory recognition of the Whangaehu Catchment

- 8.4. The settlement will provide for the statutory recognition of the Whangaehu Catchment, the unique physical and cultural properties of the Whangaehu Catchment and the intrinsic relationship between Ngāti Rangi and the Whangaehu Catchment.
- 8.5. The negotiations will further explore the form of that statutory recognition, and the manner in which that statutory recognition will be advanced and recognised by decision-makers, including potentially through a form of legal weighting in decision-making processes.

### A Whangaehu Catchment entity and Catchment document

- 8.6. The settlement will provide for an entity to be established that is focused on advancing the statutory recognition, the health and wellbeing, and the integrated and sustainable management of the Whangaehu Catchment.
- 8.7. The entity may be comprised of:

- 8.7.1. appointees of Ngāti Rangi and other Iwi with interests in the Whangaehu Catchment; and
  - 8.7.2. appointees of relevant local authorities; and
  - 8.7.3. appointees of central government agencies or stakeholders.
- 8.8. The negotiations will further explore the more specific form, purpose, and functions of the Whangaehu Catchment entity, which may include the preparation of a Whangaehu Catchment Document that articulates the issues, vision, objectives and desired outcomes for the Whangaehu Catchment.
- 8.9. The negotiations will also explore the manner in which that document could be recognised by decision-makers, including potentially through a form of legal weighting in decision-making processes.

### **Register of RMA hearing commissioners**

- 8.10. The settlement will explore providing a register of RMA hearing commissioners that relevant local authorities would have to have regard to when considering the appointment of commissioners for resource consent applications relating to the Whangaehu Catchment.

### **Fisheries**

- 8.11. The settlement will explore redress related to the management of fisheries in the Whangaehu Catchment

### **Other items for further discussion**

- 8.12. In addition the parties will explore in good faith the potential for further redress necessary to:
- 8.12.1. reflect the intrinsic relationship between the Whangaehu Catchment and Ngāti Rangi;
  - 8.12.2. allow for the enhancement of the health and wellbeing of the Whangaehu Catchment for future generations; and
  - 8.12.3. re-establish the relationships between Ngāti Rangi and relevant agencies with functions relating to the Whangaehu Catchment.
- 8.13. The parties acknowledge that the redress package negotiated in relation to the Whangaehu Catchment will need to be consistent with the Cabinet guidelines on natural resource redress.

### **Conservation Partnership Framework**

- 8.14. The deed of settlement will set out the elements of cultural redress involving Public Conservation Land and resources within a Partnership Framework.

8.15. The parties intend that the Partnership Framework will:

- 8.15.1. enable the Department of Conservation and the governance entity to maintain a positive, collaborative and enduring relationship into the future;
- 8.15.2. set out the partnership aspirations;
- 8.15.3. set out the constituent management and governance components;

8.16. Governance components are:

- 8.16.1. Ngāti Rangi membership on the Tongariro Taupō Conservation Board (as set out in clauses 8.17 to 8.19 of this agreement in principle); and
- 8.16.2. Ngāti Rangi co-authorship of a regional “Place” in the Tongariro Taupō Conservation Management Strategy (as set out in clause 8.16 of this agreement in principle); and

8.17. Management components are a Joint Committee of Ngāti Rangi and the Department of Conservation to be the administering body of approximately 8,725 ha of Public Conservation Land (as set out in clauses 8.20 to 8.21 of this agreement in principle);

- 8.17.1. include a Partnership Agreement (as set out in clauses 6.3 to 6.5 of the Poupou Te Matapihi section of this agreement in principle);
- 8.17.2. include recognition instruments (Deeds of Recognition and Statutory Acknowledgements) (as set out in clauses 7.4 to 7.7 and tables 3 to 4 of this agreement in principle).

### **Conservation redress relating to Tongariro Taupō Conservation Management Strategy and Conservation Board**

#### *Tongariro Taupō Conservation Management Strategy*

8.18. The Crown and Ngāti Rangi have agreed for Ngāti Rangi to co-author a defined “place” in the Tongariro-Taupō Conservation Management Strategy. Ngāti Rangi and the Crown have agreed that the Crown may discuss extending this co-authorship to include other Whanganui Iwi Large Natural Groups.

#### *Tongariro Taupō Conservation Board*

8.19. The deed of settlement will provide that a specific seat on the Tongariro Taupō Conservation Board be made available for Ngāti Rangi on an interim basis from the Ngāti Rangi settlement date until the settlement date of the last Whanganui Iwi Large Natural Group with interests in the Conservation Board area.

8.20. 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.

- 8.21. 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 Rangi 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 Board.

### *Joint Committee*

- 8.22. The deed of settlement will provide for the establishment of a Joint Committee (with equal Crown and Ngāti Rangi appointees) to be the administering body, as if appointed to control and manage under section 28 of the Reserves Act 1977, of the following areas (approximately 8,725 ha):

- 8.22.1. Kiokio Conservation Area;
- 8.22.2. Mangaehuehu Scenic Reserve;
- 8.22.3. Mangateitei Road Conservation Area;
- 8.22.4. Raketapauma Conservation Area;
- 8.22.5. Raketapauma Scenic Reserve;
- 8.22.6. Rangataua Conservation Area;
- 8.22.7. Rangataua No.2 Conservation Area; and
- 8.22.8. Rangataua Scenic Reserve.

- 8.23. The Crown and Ngāti Rangi will agree the Joint Committee's composition and the appropriate reserve classification(s) that will be used for the lands administered by the Joint Committee after the signing of this agreement in principle.

### **Crown minerals redress**

- 8.24. The deed of settlement will provide for a statement of association acknowledging that Ngāti Rangi has an association with, and asserts certain spiritual, cultural, historical and traditional values in relation to three non-nationalised Crown minerals:

- 8.24.1. Pākohe (argillite and basaltic andesite);
- 8.24.2. Onewa (basalt/greywacke); and

8.24.3. Matā (black obsidian).

8.25. The deed of settlement will provide for any member of Ngāti Rangi with the right to search for and remove the three non-nationalised Crown minerals found on Crown land in the Ngāti Rangi Area of Interest that is not land defined in Schedule 4 of the Crown Minerals Act 1991. The right to search for and remove is:

8.25.1. subject to written authorisation from the governance entity to access those areas for the purpose of searching for and removing those minerals by hand; and

8.25.2. exercisable without an authorisation under the relevant legislation.

**Natural resources redress non-exclusive**

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

## 9. POUPOU HAUORATANGA: WELL-BEING

- 9.1. The deed of settlement will record the outcome of any arrangement reached between Crown agencies in the socio-economic sector and Ngāti Rangi following their exploration, on a without prejudice basis, of Ngāti Rangi socio-economic aspirations, including the development of a “Southern Gateway” to the Tongariro National Park.
- 9.2. The “Southern Gateway” has been an aspiration of Ngati Rangi for some time. Ngāti Rangi is leading the development of a Southern Gateway to the Tongariro National Park utilising a collaborative approach, enlisting the support of Government, other organisations and the wider community. Ngāti Rangi consider that this initiative will not only be of benefit to Ngāti Rangi but also the local and regional community. The Crown recognises Ngāti Rangi’s leadership of this initiative.
- 9.3. The following agencies have agreed to participate in future discussions with Ngāti Rangi to explore their socio-economic aspirations following the signing of this agreement in principle:
- 9.3.1. Department of Corrections;
  - 9.3.2. Ministry of Business, Innovation and Employment;
  - 9.3.3. Ministry of Education;
  - 9.3.4. Ministry for Primary Industries;
  - 9.3.5. Ministry of Social Development;
  - 9.3.6. New Zealand Police; and
  - 9.3.7. Te Puni Kōkiri.
- 9.4. These socio-economic discussions will provide an opportunity for Crown agencies to hear Ngāti Rangi’s aspirations to transform the socio-economic position of the Manawatu-Whanganui region and consider what efficiencies are possible for Crown agencies, Ngāti Rangi and other parties with interests in the Manawatu-Whanganui region in working more closely together.
- 9.5. Any arrangement reached between Ngāti Rangi and Crown agencies may be recorded in the deed of settlement.

## **10. POUPOU MURAMURA TE AHI: PROSPERITY (FINANCIAL AND COMMERCIAL REDRESS)**

### **General**

10.1. All items of commercial 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 claim issues in relation to any item of commercial redress have been addressed to the satisfaction of the Crown; and
- 10.1.2. any other conditions specified in the commercial redress tables provided below and set out in clauses 4.5, 4.8 and 13.2 of this agreement in principle.

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

10.2. 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 \$17.000 million less –

- 10.2.1. \$50,000 as a contribution towards the Southern Gateway initiative which Ngāti Rangi is leading (given the importance of progressing this proposal in a timely manner, this is able to be accessed as an on-account payment, subject to decisions by Ministers); and
- 10.2.2. \$50,000 to support cultural revitalisation initiatives by Ngāti Rangi; and
- 10.2.3. 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.

### **Potential commercial redress properties**

10.3. The deed of settlement is to provide that the Crown must transfer to the governance entity on the settlement date those of the properties described in Table 8 below as potential commercial redress properties that the parties agree are to be commercial redress properties.

10.4. If a commercial redress property to be transferred to the governance entity is –

#### *Licensed land*

- 10.4.1. licensed land, the settlement documentation is to provide –



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

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

10.4.1.2.1. the licensor under the Crown forestry licence; and

10.4.1.2.2. a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and

10.4.1.2.3. entitled to the rental proceeds under the Crown forestry licence since the commencement of the licence.

*Transfer and leaseback*

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

10.4.2.1. 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

10.4.2.2. 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

10.4.2.3. in the case of a Crown leaseback of a school site, at an initial annual rent based on an agreed rental percentage of the agreed transfer value, determined in accordance with the Crown leaseback (plus GST, if any, on the amount so determined).

**Table 8** - Potential commercial redress property

Landholding Agency	Property Name/Address	General description/ location <small>[Legal descriptions can be included if list is manageable]</small>	Conditions of transfer / Specific conditions currently known  <small><i>[Note only: indicate whether licensed land or leaseback property]</i></small>
Land Information New Zealand	Part Karioi Forest	10041.00 hectares, approximately, being Part Lot 2 DP 442574, Lots 1, 2, 3 and 5 DP 70969, Lot 1 DP 70973, Lot 1 and Parts Lot 2 DP 70578 and Lots 1 and 2 DP 70426.	<p>Subject to a Crown forestry licence held in computer interest register WN1300/4, a variation held in 9836728.1, and a sub-licence held in 8030478.1.</p> <p>Subject to a protective covenant held in computer interest register WN1300/16.</p> <p>Subject to a public access easement certificate held in computer interest register WN1300/17.</p> <p>State Highway 49 adjoining the property is a limited access road by <i>Gazette</i> notice 171903.1.</p> <p>Subject to a Notice pursuant to section 91 of the Government Roding Powers Act 1989 registered as instrument B616937.1.</p> <p>Subject to a Notice pursuant to section 91 of the Government Roding Powers Act 1989 registered as instrument B616937.2.</p> <p>Subject to a Notice pursuant to section 91 of the Government Roding Powers Act 1989 registered as instrument B616937.3.</p> <p>Subject to a Notice pursuant to section 91 of the Government Roding Powers Act 1989 registered as instrument B616937.4.</p> <p>Subject to a Notice pursuant to section 91 of the Government</p>

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			<p>Roading Powers Act 1989 registered as instrument B616937.5.</p> <p>Subject to a Notice pursuant to section 91 of the Government Roding Powers Act 1989 registered as instrument B616937.6.</p> <p>Subject to a Notice pursuant to section 91 of the Government Roding Powers Act 1989 registered as instrument B616937.7.</p> <p>Subject to a Notice pursuant to section 91 of the Government Roding Powers Act 1989 registered as instrument B616937.8.</p> <p>Subject to an easement in gross for telecommunications purposes contained in Transfer 6574792.1.</p> <p>Subject to an easement for a right to convey water and a right to convey contaminated effluent contained in Transfer 719788.2.</p> <p>Subject to an Encumbrance registered as instrument 9092632.1.</p> <p>Subject to a Notice pursuant to section 195(2) of the Climate Change Response Act 2002 registered as Instrument 9282663.1.</p> <p>Subject to an easement in gross for a right to transmit telecommunications and maintain clear line of sight (shown as E, I, K, L, Q and T on DP 442574), to be created.</p> <p>Together with an easement for a right of way over Lot 1 DP 442574, to be created.</p>
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## NGĀTI RANGI AGREEMENT IN PRINCIPLE

			Subject to an easement for a right of way over Lot 2 DP 442574, to be created.
New Zealand Police	Ohakune Police Station	0.0842 hectares, more or less, being Lots 4, 5, 6, 7, 8, 9, 10, 11 and 12 DP 2026. All computer freehold register WN18D/865.	Subject to being leased back to the Crown
New Zealand Police	Waiohuru Police Station	0.9667 hectares, more or less, being Section 1 SO 352764. All computer interest register 224861.	Subject to being leased back to the Crown

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

### Potential deferred selection properties

10.5. The deed of settlement is to provide the governance entity may, for two years after the settlement date, provide a written notice of interest to the Crown in purchasing any or all of those of the properties described in Table 9 below as potential deferred selection properties that the parties agree are to be deferred selection properties. 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.

10.6. If a deferred selection property to be transferred to the governance entity is a leaseback deferred selection property, then clause 10.4.2 shall apply.

10.7. If a deferred selection property to be transferred to the governance entity is a leaseback deferred selection property the deed of settlement is to provide that the property is to be leased back by the governance entity to the Crown –

10.7.1. on the terms and conditions provided by a registrable ground lease for that property (ownership of the improvements remaining unaffected by the purchase) incorporated into the deed; and

10.7.2. 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 determined).

**Table 9** - Potential deferred selection properties

<b>Landholding Agency</b>	<b>Property Name/Address</b>	<b>General description/ location</b>	<b>Conditions of transfer / Specific conditions currently known</b>
MOE institution number 2410	Choice of one out of Ohakune Primary School site (land only)	<p><i>Wellington Land District – Ruapehu District</i></p> <p>4.0469 hectares, more or less, being Section 37 Ohakune Village Settlement. All computer freehold register 416240.</p> <p>0.5463 hectares, more or less, being Lot 1 DP 16627. All computer freehold register WN597/175.</p> <p>0.6752 hectares, more or less, being Lot 2 DP 314677. All computer freehold register 58016.</p> <p>0.1012 hectares, more or less, being Section 6 Block VI Township of Ohakune. All computer freehold register WN534/201.</p>	Two year deferred selection period. Subject to Crown Leaseback.
MOE institution number 183	Or Ruapehu College Site (land only)	<p><i>Wellington Land District – Ruapehu District</i></p> <p>4.0384 hectares, more or less, being Part Section 43 and Section 62 Ohakune Village Settlement. Balance Proclamation 5894.</p> <p>2.1001 hectares, more or less, being Part Section 45 Ohakune Village Settlement. All computer freehold register WN585/121.</p> <p>1.9468 hectares, more or</p>	Two year deferred selection period. Subject to Crown Leaseback.

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		less, being Part Section 45 Ohakune Village Settlement. Part <i>Gazette</i> notice 818752.  2.9752 hectares, more or less, being Sections 60 and 61 Ohakune Village Settlement. All <i>Gazette</i> 1983, p 1924.	
Department of Conservation	Conway Conservation Area	<i>Wellington Land District – Ruapehu District</i>  0.2836 hectares, more or less, being Lots 13, 14 and 15 DP 15558. Balance <i>Gazette</i> notice 548798.	Two year deferred selection period
Department of Conservation	Foyle Street Conservation Area	<i>Wellington Land District – Ruapehu District</i>  0.2024 hectares, more or less, being Sections 15 and 16 Block XXI Town of Ohakune. All <i>Gazette</i> 1992, p 766.	Two year deferred selection period
Land Information New Zealand	LINZ property 11876 Closed Road Ruanui Street, Waiouru	<i>Wellington Land District – Ruapehu District</i>  0.19 hectares, approximately, being Closed Road SO 25934. Balance Proclamation 720864. Subject to survey.	Two year deferred selection period
Land Information New Zealand	LINZ property 12131 - Nei Street, Rangataua	<i>Wellington Land District – Ruapehu District</i>  0.09 hectares, approximately, being Part Railway Land adjacent to Lot 10 DP 75916. Part <i>Gazette</i> notice B211183.1. Subject to survey.	Two year deferred selection period

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Land Information New Zealand	LINZ property 12132 - Nei Street, Rangataua	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.11 hectares, approximately, being Part Railway Land adjacent to Lots 8 and 9 DP 75916. Part <i>Gazette</i> notice B211183.1. Subject to survey.</p>	Two year deferred selection period
Land Information New Zealand	LINZ property 12133 - Nei Street, Rangataua	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.21 hectares, approximately, being Part Railway Land adjacent to Lots 5 and 6 DP 75916. Part <i>Gazette</i> notice B211183.1. Subject to survey.</p>	Two year deferred selection period
Land Information New Zealand	LINZ property 12134 - Nei Street, Rangataua	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.17 hectares, approximately, being Part Railway Land adjacent to Lots 4 and 5 DP 75916. Part <i>Gazette</i> notice B211183.1. Subject to survey.</p>	Two year deferred selection period
Land Information New Zealand	LINZ property 12135 - Nei Street, Rangataua	<p><i>Wellington Land District – Ruapehu District</i></p> <p>4.18 hectares, approximately, being Part Railway Land adjacent to Part Section 45 Block V Karioi Survey District. Part <i>Gazette</i> notice B211183.1. Subject to survey.</p>	Two year deferred selection period
Land Information New Zealand	LINZ property 15247 - Part Waiouru Railway Station	<p><i>Wellington Land District – Ruapehu District</i></p> <p>1.32 hectares, approximately, being Part Railway Land adjacent to Part Lot 2 DP 73989. Part Proclamation 464. Subject to survey.</p>	Two year deferred selection period

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Land Information New Zealand	LINZ property 15248 - Part Waiouru Railway Station	<p><i>Wellington Land District – Ruapehu District</i></p> <p>3.25 hectares, approximately, being Part Railway Land adjacent to Lot 4 DP 67393, Lot 1 DP 71511 and Lot 2 DP 346261. Part Proclamation 464. Subject to survey.</p>	Two year deferred selection period
Land Information New Zealand	LINZ property 15249 - Rangipo and Ruahine Street, Waiouru	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.07 hectares, approximately, being Part Railway Land adjacent to Lot 2 DP 378657. Part Proclamation 464. Subject to survey.</p>	Two year deferred selection period
Land Information New Zealand	LINZ property 15250 – Rangipo and Ruahine Street, Waiouru	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.08 hectares, approximately, being Part Railway Land adjacent to Lot 2 DP 378657. Part Proclamation 464. Subject to survey.</p>	Two year deferred selection period
Land Information New Zealand	LINZ property 15251 - Rangipo Street, Waiouru	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.17 hectares, approximately, being Part Railway Land adjacent to Lot 1 DP 74522 and Lot 6 DP 61146. Part Proclamation 464. Subject to survey.</p>	Two year deferred selection period
Land Information New Zealand	LINZ property 15282 - Turakina Valley Road, SH49, Tangiwai	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.62 hectares, approximately, being Part Railway Land adjacent to Tangiwai Station Road, Tangiwai. Part Proclamation 464. Subject to survey.</p>	Two year deferred selection period



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Land Information New Zealand	LINZ property 15284 - Carter Merchants, Nei Street, Rangataua	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.07 hectares, approximately, being Part Railway Land adjacent to Lots 11 and 12 DP 75916. Part <i>Gazette</i> notice B211183.1. Subject to survey.</p>	Two year deferred selection period
Land Information New Zealand	LINZ property 15285 – Vacant Land, Nei Street, Rangataua	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.09 hectares, approximately, being Part Railway Land adjacent to Lot 9 DP 75916. Part <i>Gazette</i> notice B211183.1. Subject to survey.</p>	Two year deferred selection period
Land Information New Zealand	LINZ property 15286 – Vacant land, Nei Street, Rangataua	<p><i>Wellington Land District – Ruapehu District</i></p> <p>0.20 hectares, approximately, being Part Railway Land adjacent to Lot 1 DP 75916 and Nei Street. Part <i>Gazette</i> notice B211183.1. Subject to survey.</p>	Two year deferred selection period
Land Information New Zealand	LINZ property 15287 - Inland side of rail, Rangataua	<p><i>Wellington Land District – Ruapehu District</i></p> <p>1.20 hectares, approximately, being Part Railway Land adjacent to Part Section 45 Block V Karioi Survey District and Dreadnought Road. Part <i>Gazette</i> notice B211183.1. Subject to survey.</p>	Two year deferred selection period

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Land Information New Zealand	LINZ property 15310 – Carter Merchants, Rangataua	<i>Wellington Land District – Ruapehu District</i>  0.01 hectares, approximately, being Part Railway Land adjacent to Lot 1 DP 75916. Part <i>Gazette</i> notice B211183.1. Subject to survey.	Two year deferred selection period
Treaty Settlements Landbank	Cnr Nei/Marino Street, Rangataua  (PF 422 and PF 423)	<i>Wellington Land District – Ruapehu District</i>  0.1012 hectares, more or less, being Section 17 Block II Town of Rangataua.	Two year deferred selection period
Treaty Settlements Landbank	41 Miharo Street, Rangataua  (PF 424)	<i>Wellington Land District – Ruapehu District</i>  0.1012 hectares, more or less, being Section 15 Block II Town of Rangataua.	Two year deferred selection period
Treaty Settlements Landbank	49 Railway Row, Ohakune  (PF 680)	<i>Wellington Land District – Ruapehu District</i>  0.0632 hectares, more or less, being Lot 18 DP 73844. All computer freehold register WN41D/219.	Two year deferred selection period
Treaty Settlements Landbank	22 Railway Row, Ohakune  (PF 681)	<i>Wellington Land District – Ruapehu District</i>  0.0754 hectares, more or less, being Lot 12 DP 75702. All computer freehold register WN42B/732.	Two year deferred selection period
Treaty Settlements Landbank	24 Railway Row, Ohakune  (PF 682)	<i>Wellington Land District – Ruapehu District</i>  0.0757 hectares, more or less, being Lot 13 DP 75703. All computer freehold register WN42B/733.	Two year deferred selection period

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Treaty Settlements Landbank	26 Railway Row, Ohakune  (PF 683)	<i>Wellington Land District – Ruapehu District</i>  0.0754 hectares, more or less, being Lot 14 DP 75703. All computer freehold register WN42B/734.	Two year deferred selection period
Treaty Settlements Landbank	28 Railway Row, Ohakune  (PF 684)	<i>Wellington Land District – Ruapehu District</i>  0.0753 hectares, more or less, being Lot 15 DP 75703. All computer freehold register WN42B/735.	Two year deferred selection period
Treaty Settlements Landbank	36 Railway Row, Ohakune  (PF 685)	<i>Wellington Land District – Ruapehu District</i>  0.0574 hectares, more or less, being Lot 16 DP 75703. All computer freehold register WN42B/736.	Two year deferred selection period
Treaty Settlements Landbank	38 Railway Row, Ohakune  (PF 686)	<i>Wellington Land District – Ruapehu District</i>  0.0525 hectares, more or less, being Lot 17 DP 75703. All computer freehold register WN42B/737.	Two year deferred selection period
Treaty Settlements Landbank	Rangipo St, Waiouru  (PF 687)	<i>Wellington Land District – Ruapehu District</i>  0.0700 hectares, more or less, being Lot 1 DP 74522. All computer freehold register WN42D/592.	Two year deferred selection period
Treaty Settlements Landbank	104 Ruapehu Road, Ohakune  (PF 843)	<i>Wellington Land District – Ruapehu District</i>  0.0996 hectares, more or less, being Lot 3 DP 70343. All computer freehold register WN40C/220.	Two year deferred selection period

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Treaty Settlements Landbank	110 Ruapehu Road, Ohakune  (PF 844)	<i>Wellington Land District – Ruapehu District</i>  0.1049 hectares, more or less, being Lot 6 DP 70343. All computer freehold register WN40C/223.	Two year deferred selection period
Treaty Settlements Landbank	106 Ruapehu Road, Ohakune  (PF 845)	<i>Wellington Land District – Ruapehu District</i>  0.0986 hectares, more or less, being Lot 4 DP 70343. All computer freehold register WN40C/221.	Two year deferred selection period
Treaty Settlements Landbank	33 Foyle Street, Ohakune  (PF 846)	<i>Wellington Land District – Ruapehu District</i>  0.0778 hectares, more or less, being Section 1 SO 31870. All computer freehold register WN42A/157.	Two year deferred selection period
Treaty Settlements Landbank	124/126 Ruapehu Road, Ohakune  (PF 918)	<i>Wellington Land District – Ruapehu District</i>  0.1882 hectares, more or less, being Lot 13 DP 70343. All computer freehold register WN40C/230.	Two year deferred selection period
Treaty Settlements Landbank	691 SH 49 (Waiouru-Ohakune)  (PF 919)	<i>Wellington Land District – Ruapehu District</i>  10.1350 hectares, more or less, being Lot 1 DP 70430. All computer freehold register WN43C/931.	Two year deferred selection period
Treaty Settlements Landbank	Dreadnought Road, Ohakune  (PF 951)	<i>Wellington Land District – Ruapehu District</i>  18.0304 hectares, more or less, being Part Section 9 Block V Karioi Survey District. All computer freehold register WN51D/48.	Two year deferred selection period

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Treaty Settlements Landbank	11 Thames Street, Ohakune  (PF 1002)	<i>Wellington Land District – Ruapehu District</i>  0.3024 hectares, more or less, being Lot 1 DP 73843. All computer freehold register WN40C/467.	Two year deferred selection period
Treaty Settlements Landbank	41 Thames Street, Ohakune  (PF 1005)	<i>Wellington Land District – Ruapehu District</i>  0.0760 hectares, more or less, being Lot 2 DP 78548. All computer freehold register WN45A/651.	Two year deferred selection period
Treaty Settlements Landbank	State Highway 49, Waiouru  (PF 1122)	<i>Wellington Land District – Ruapehu District</i>  6.6267 hectares, more or less, being Section 10 Block IX Moawhango Survey District. All computer freehold register WN48C/382.  16.8197 hectares, more or less, being Part Run 4. All computer freehold register WN48C/383.	Two year deferred selection period
Treaty Settlements Landbank	22-24 Rangipo Street, Waiouru  (PF 1263)	<i>Wellington Land District – Ruapehu District</i>  0.1847 hectares, more or less, being Sections 1 and 2 Block I Town of Waiouru. All computer freehold register WN56A/48.	Two year deferred selection period
Treaty Settlements Landbank	32 Piwari Street, Rangataua  (PF 1343)	<i>Wellington Land District – Ruapehu District</i>  2.0310 hectares, more or less, being Section 5 Block IX Town of Rangataua. All computer freehold register WN46B/380.	Two year deferred selection period

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Treaty Settlements Landbank	8 Wye Street, Ohakune  (PF 1462)	<i>Wellington Land District – Ruapehu District</i>  0.1341 hectares, more or less, being Lot 1 DP 314677. All computer freehold register 58015.	Two year deferred selection period
Treaty Settlements Landbank	11 Clyde Street, Ohakune  (PF 1626)	<i>Wellington Land District – Ruapehu District</i>  0.0803 hectares, more or less, being Part Section 5 Block V Town of Ohakune. Balance computer freehold register WN50A/892.	Two year deferred selection period
Treaty Settlements Landbank	2-4 Ayr Street, Ohakune  (PF 1709)	<i>Wellington Land District – Ruapehu District</i>  0.2083 hectares, more or less, being Part Section 8 and Sections 9 and 10 Block V Town of Ohakune. All computer freehold register 430761.	Two year deferred selection period
Treaty Settlements Landbank	Clyde Rd (SH49), Ohakune  (PF 1813)	<i>Wellington Land District – Ruapehu District</i>  0.0618 hectares, more or less, being Part Sections 6 and 8 Block V Town of Ohakune. Balance computer freehold register WN49D/287.	Two year deferred selection period
Treaty Settlements Landbank	9 Clyde Street, Ohakune  (PF 1886)	<i>Wellington Land District – Ruapehu District</i>  0.2075 hectares, more or less, being Sections 7 and 9 SO 318591. All computer freehold register 601697.	Two 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

- 10.8. The deed of settlement will provide that Ngāti Rangi can select one deferred selection sale and lease-back (DSP) school site from either:

- 10.8.1. Ohakune Primary School site (land only); or
- 10.8.2. Ruapehu College site (land only).
- 10.9. If, however, the Ruapehu College Board of Trustees does not agree to relinquish its interests in all the school house sites before settlement date, the Ruapehu College site would be removed as a potential DSP school site. This would leave only the Ohakune Primary School site available as a DSP school site.
- 10.10. Transfer and leaseback of school sites will otherwise 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).
- 10.11. 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.
- 10.12. A school site will cease to be a transfer and leaseback property if before the settlement date (in respect of commercial redress properties) or before receipt of an election notice (in respect of deferred selection properties) the Ministry of Education notifies the Ngāti Rangi Trust or the governance entity as the case may be, that the site has become surplus to its requirements.

### Right of First Refusal

- 10.13. The settlement documentation is to provide that –
- 10.13.1. the governance entity has a right of first refusal (an **RFR**) in relation to a disposal by the Crown or Crown entity of any of the land described in Table 10 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 Crown entity; and
- 10.13.2. the RFR will apply for 177 years from the settlement date.

**Table 10 – Potential RFR land**

Landholding Agency	Property Name/Address	General description/ location
Department of Conservation	51 Burns St, Ohakune	0.1415 hectares, more or less, being Lot 1 DP 76344. All computer freehold register WN43A/574.
Department of Conservation	Arawa Street Conservation Area	0.0981 hectares, more or less, being Lot 3 DP 46907. All certificate 479954.1.

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Department of Conservation	Conway Conservation Area	0.2836 hectares, more or less, being Lots 13, 14 and 15 DP 15558. Balance <i>Gazette</i> notice 548798.
Department of Conservation	Foyle Street Conservation Area	0.2024 hectares, more or less, being Sections 15 and 16 Block XXI Town of Ohakune. All <i>Gazette</i> 1992, p 766.
Department of Conservation	Railway Row Local Purpose Reserve	0.0136 hectares, more or less, being Lot 3 DP 364956. All computer freehold register 263693.
Department of Conservation	Thames Street Conservation Area	0.0266 hectares, more or less, being Section 1 SO 16459.
Land Information New Zealand	LINZ property 11876 Closed Road Ruanui Street, Waiouru	0.19 hectares, approximately, being Closed Road SO 25934. Balance Proclamation 720864. Subject to survey.
Land Information New Zealand	LINZ property 12131 - Nei Street, Rangataua	0.09 hectares, approximately, being Part Railway Land adjacent to Lot 10 DP 75916. Part <i>Gazette</i> notice B211183.1. Subject to survey.
Land Information New Zealand	LINZ property 12132 - Nei Street, Rangataua	0.11 hectares, approximately, being Part Railway Land adjacent to Lots 8 and 9 DP 75916. Part <i>Gazette</i> notice B211183.1. Subject to survey.
Land Information New Zealand	LINZ property 12133 - Nei Street, Rangataua	0.21 hectares, approximately, being Part Railway Land adjacent to Lots 5 and 6 DP 75916. Part <i>Gazette</i> notice B211183.1. Subject to survey.
Land Information New Zealand	LINZ property 12134 - Nei Street, Rangataua	0.17 hectares, approximately, being Part Railway Land adjacent to Lots 4 and 5 DP 75916. Part <i>Gazette</i> notice B211183.1. Subject to survey.
Land Information New Zealand	LINZ property 12135 - Nei Street, Rangataua	4.18 hectares, approximately, being Part Railway Land adjacent to Part Section 45 Block V Karioi Survey District. Part <i>Gazette</i> notice B211183.1. Subject to survey.
Land Information New Zealand	LINZ property 15247 - Part Waiouru Railway Station	1.32 hectares, approximately, being Part Railway Land adjacent to Part Lot 2 DP 73989. Part Proclamation 464. Subject to survey.
Land Information New Zealand	LINZ property 15248 - Part Waiouru Railway Station	3.25 hectares, approximately, being Part Railway Land adjacent to Lot 4 DP 67393, Lot 1 DP 71511 and Lot 2 DP 346261. Part Proclamation 464. Subject to survey.



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Land Information New Zealand	LINZ property 15249 - Rangipo and Ruahine Street, Waiouru	0.07 hectares, approximately, being Part Railway Land adjacent to Lot 2 DP 378657. Part Proclamation 464. Subject to survey.
Land Information New Zealand	LINZ property 15250 – Rangipo and Ruahine Street, Waiouru	0.08 hectares, approximately, being Part Railway Land adjacent to Lot 2 DP 378657. Part Proclamation 464. Subject to survey.
Land Information New Zealand	LINZ property 15251 - Rangipo Street, Waiouru	0.17 hectares, approximately, being Part Railway Land adjacent to Lot 1 DP 74522 and Lot 6 DP 61146. Part Proclamation 464. Subject to survey.
Land Information New Zealand	LINZ property 15282 - Turakina Valley Road, SH49, Tangiwai	0.62 hectares, approximately, being Part Railway Land adjacent to Tangiwai Station Road, Tangiwai. Part Proclamation 464. Subject to survey.
Land Information New Zealand	LINZ property 15284 - Carter Merchants, Nei Street, Rangataua	0.07 hectares, approximately, being Part Railway Land adjacent to Lots 11 and 12 DP 75916. Part <i>Gazette</i> notice B211183.1. Subject to survey.
Land Information New Zealand	LINZ property 15285 – Vacant Land, Nei Street, Rangataua	0.09 hectares, approximately, being Part Railway Land adjacent to Lot 9 DP 75916. Part <i>Gazette</i> notice B211183.1. Subject to survey.
Land Information New Zealand	LINZ property 15286 – Vacant land, Nei Street, Rangataua	0.20 hectares, approximately, being Part Railway Land adjacent to Lot 1 DP 75916 and Nei Street. Part <i>Gazette</i> notice B211183.1. Subject to survey.
Land Information New Zealand	LINZ property 15287 - Inland side of rail, Rangataua	1.20 hectares, approximately, being Part Railway Land adjacent to Part Section 45 Block V Karioi Survey District and Dreadnought Road. Part <i>Gazette</i> notice B211183.1. Subject to survey.
Land Information New Zealand	LINZ property 15310 – Carter Merchants, Rangataua	0.01 hectares, approximately, being Part Railway Land adjacent to Lot 1 DP 75916. Part <i>Gazette</i> notice B211183.1. Subject to survey.

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Ministry of Education	Mataroa School, Rongoiti Road, RD1, Taihape	<p>1.3696 hectares, more or less, being Part Section 18 Mataroa Suburban. All <i>Gazette</i> notice 531805.1.</p> <p>0.2310 hectares, more or less, being Section 51 Mataroa Suburban. All <i>Gazette</i> notice 474424.1.</p> <p>0.1012 hectares, more or less, being Section 8 Block III Town of Mataroa. All <i>Gazette</i> notice 429128.1.</p> <p>0.2808 hectares, more or less, being Sections 6 and 7 Block III Town of Mataroa. All <i>Gazette</i> notice 371605.1.</p>
Ministry of Education	Ngamatea School, Upper Whangaehu Valley Road, RD15, Whanganui	4.0468 hectares, more or less, being Section 3 Block IV Ngamatea Survey District. Part <i>Gazette</i> 1899, p 1973.
Ministry of Education	Ohakune School, Arawa Street, Ohakune	<p>4.0469 hectares, more or less, being Section 37 Ohakune Village. All computer freehold register 416240.</p> <p>0.5463 hectares, more or less, being Lot 1 DP 16627. All computer freehold register WN597/175.</p> <p>0.6752 hectares, more or less, being Lot 2 DP 314677. All computer freehold register 58016.</p> <p>0.1012 hectares, more or less, being Section 6 Block VI Township of Ohakune. All computer freehold register WN534/201.</p>
Ministry of Education	Ruapehu College, Tainui Street, Ohakune	<p>4.0384 hectares, more or less, being Part Section 43 and Section 62 Ohakune Village. Balance Proclamation 5894.</p> <p>2.1001 hectares, more or less, being Part Section 45 Ohakune Village. All computer freehold register WN585/121.</p> <p>1.9468 hectares, more or less, being Part Section 45 Ohakune Village. All <i>Gazette</i> 1970 p.287.</p> <p>2.9752 hectares, more or less, being Sections 60 and 61 Ohakune Village. All <i>Gazette</i> 1983 p. 1924.</p>

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Ministry of Justice	Ohakune District Court	0.0429 hectares, more or less, being Section 1 SO 37163. All computer freehold register WN43B/874.
New Zealand Police	47C Arawa St, Ohakune	0.0426 hectares, more or less, being Lot 4 DP 52530. All computer freehold register WN24A/397.
New Zealand Police	6 Mangawhero Terrace, Ohakune	0.0154 hectares, approximately, being Closed Road SO 36127. Part <i>Gazette</i> notice B139874.3.
New Zealand Police	56 Miro Street, Ohakune	0.0750 hectares, more or less, being Lot 1 DP 83967. All computer freehold register WN51B/329.
New Zealand Police	13 Rangipo St, Waiouru	0.2023 hectares, more or less, being Section 7 Block II Town of Waiouru. All <i>Gazette</i> notice 537507.
New Zealand Police	17 Rangipo St, Waiouru	0.2023 hectares, more or less, being Section 5 Block II Town of Waiouru. Part <i>Gazette</i> 1907, p 2762.
New Zealand Police	13 Rata St, Ohakune	0.1012 hectares, more or less, being Section 5 Block VI Town of Ohakune. All Proclamation 3018.
New Zealand Police	15 Rata St, Ohakune	0.1973 hectares, more or less, being Section 2 Block VI Town of Ohakune. Part <i>Gazette</i> notice B139874.1.
New Zealand Police	17 Rata St, Ohakune	0.1012 hectares, more or less, being Section 1 Block VI Town of Ohakune. Part <i>Gazette</i> notice B139874.1.
New Zealand Police	44 Shannon St, Ohakune	0.0761 hectares, more or less, being Lot 2 DP 34375. All computer freehold register WN31C/311.
New Zealand Police	58 Shannon St, Ohakune	0.0837 hectares, more or less, being Lot 11 DP 41912. All <i>Gazette</i> notice 812992.2.
Housing New Zealand Corporation (HNZC)	Subject to approval by HZNC	Subject to approval by HNZC
New Zealand Defence Force	Subject to approval and further discussion by NZDF	Subject to approval and further discussion by NZDF
Treaty Settlements Landbank	Cnr Nei/Marino Street, Rangataua  (PF 422 and PF 423)	0.1012 hectares, more or less, being Section 17 Block II Town of Rangataua.

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Treaty Settlements Landbank	41 Miharo Street, Rangataua  (PF 424)	0.1012 hectares, more or less, being Section 15 Block II Town of Rangataua.
Treaty Settlements Landbank	49 Railway Row, Ohakune  (PF 680)	0.0632 hectares, more or less, being Lot 18 DP 73844. All computer freehold register WN41D/219.
Treaty Settlements Landbank	22 Railway Row, Ohakune  (PF 681)	0.0754 hectares, more or less, being Lot 12 DP 75702. All computer freehold register WN42B/732.
Treaty Settlements Landbank	24 Railway Row, Ohakune  (PF 682)	0.0757 hectares, more or less, being Lot 13 DP 75703. All computer freehold register WN42B/733.
Treaty Settlements Landbank	26 Railway Row, Ohakune  (PF 683)	0.0754 hectares, more or less, being Lot 14 DP 75703. All computer freehold register WN42B/734.
Treaty Settlements Landbank	28 Railway Row, Ohakune  (PF 684)	0.0753 hectares, more or less, being Lot 15 DP 75703. All computer freehold register WN42B/735.
Treaty Settlements Landbank	36 Railway Row, Ohakune  (PF 685)	0.0574 hectares, more or less, being Lot 16 DP 75703. All computer freehold register WN42B/736.
Treaty Settlements Landbank	38 Railway Row, Ohakune  (PF 686)	0.0525 hectares, more or less, being Lot 17 DP 75703. All computer freehold register WN42B/737
Treaty Settlements Landbank	Rangipo St, Waiouru  (PF 687)	0.0700 hectares, more or less, being Lot 1 DP 74522. All computer freehold register WN42D/592.
Treaty Settlements Landbank	104 Ruapehu Road, Ohakune  (PF 843)	0.0996 hectares, more or less, being Lot 3 DP 70343. All computer freehold register WN40C/220.
Treaty Settlements Landbank	110 Ruapehu Road, Ohakune  (PF 844)	0.1049 hectares, more or less, being Lot 6 DP 70343. All computer freehold register WN40C/223.

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Treaty Settlements Landbank	106 Ruapehu Road, Ohakune (PF 845)	0.0986 hectares, more or less, being Lot 4 DP 70343. All computer freehold register WN40C/221.
Treaty Settlements Landbank	33 Foyle Street, Ohakune (PF 846)	0.0778 hectares, more or less, being Section 1 SO 31870. All computer freehold register WN42A/157.
Treaty Settlements Landbank	124/126 Ruapehu Road, Ohakune (PF 918)	0.1882 hectares, more or less, being Lot 13 DP 70343. All computer freehold register WN40C/230.
Treaty Settlements Landbank	691 SH 49 (Waiouru-Ohakune) (PF 919)	10.1350 hectares, more or less, being Lot 1 DP 70430. All computer freehold register WN43C/931.
Treaty Settlements Landbank	Dreadnought Road, Ohakune (PF 951)	18.0304 hectares, more or less, being Part Section 9 Block V Karioi Survey District. All computer freehold register WN51D/48.
Treaty Settlements Landbank	11 Thames Street, Ohakune (PF 1002)	0.3024 hectares, more or less, being Lot 1 DP 73843. All computer freehold register WN40C/467.
Treaty Settlements Landbank	41 Thames Street, Ohakune (PF 1005)	0.0760 hectares, more or less, being Lot 2 DP 78548. All computer freehold register WN45A/651.
Treaty Settlements Landbank	State Highway 49, Waiouru (PF 1122)	6.6267 hectares, more or less, being Section 10 Block IX Moawhango Survey District. All computer freehold register WN48C/382.  16.8197 hectares, more or less, being Part Run 4. All computer freehold register WN48C/383.
Treaty Settlements Landbank	22-24 Rangipo Street, Waiouru (PF 1263)	0.1847 hectares, more or less, being Sections 1 and 2 Block I Town of Waiouru. All computer freehold register WN56A/48.
Treaty Settlements Landbank	32 Piwari Street, Rangataua (PF 1343)	2.0310 hectares, more or less, being Section 5 Block IX Town of Rangataua. All computer freehold register WN46B/380.

## NGĀTI RANGI AGREEMENT IN PRINCIPLE

Treaty Settlements Landbank	8 Wye Street, Ohakune (PF 1462)	0.1341 hectares, more or less, being Lot 1 DP 314677. All computer freehold register 58015.
Treaty Settlements Landbank	11 Clyde Street, Ohakune (PF 1626)	0.0803 hectares, more or less, being Part Section 5 Block V Town of Ohakune. Balance computer freehold register WN50A/892.
Treaty Settlements Landbank	2-4 Ayr Street, Ohakune (PF 1709)	0.2083 hectares, more or less, being Part Section 8 and Sections 9 and 10 Block V Town of Ohakune. All computer freehold register 430761.
Treaty Settlements Landbank	Clyde Rd (SH49), Ohakune (PF 1813)	0.0618 hectares, more or less, being Part Sections 6 and 8 Block V Town of Ohakune. Balance computer freehold register WN49D/287.
Treaty Settlements Landbank	9 Clyde Street, Ohakune (PF 1886)	0.2075 hectares, more or less, being Sections 7 and 9 SO 318591. All computer freehold register 601697.

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

### Potential New Zealand Defence Force property redress

- 10.14. The Crown and Ngāti Rangi have agreed to explore a commercial redress package for Ngāti Rangi consisting of an opportunity to build and maintain housing for New Zealand Defence Force personnel.
- 10.15. The New Zealand Defence Force has agreed to explore entering into a commercial arrangement involving the construction of new houses to be owned by Ngāti Rangi and leased to the New Zealand Defence Force. Should a suitable arrangement be agreed between Ngāti Rangi and the New Zealand Defence Force, Cabinet approval will be sought.
- 10.16. The New Zealand Defence Force and Ngāti Rangi have agreed to develop an area-based right of first refusal following the signing of this agreement in principle.

## 11. WHANAUNGATANGA - OVERLAPPING CLAIMS PROCESS

### Process for resolving overlapping claims

- 11.1. Kawa and tikanga guide the Ngāti Rangi approach to maintaining its relationships. As Ngāti Rangi re-establishes its partnership with the Crown, both parties will work to support each other through a process that can often conflict with kawa and tikanga and all endeavours of good faith will be upheld.
- 11.2. The Crown is ultimately responsible and accountable for the overall overlapping claims process and it must act in accordance with its Treaty obligations. The Crown –
  - 11.2.1. has a duty to act in good faith to other claimant groups (including those who have already settled with the Crown (the **settled groups**)) who have interests in Ngāti Rangi's area of interest (refer attachment 1); and
  - 11.2.2. must ensure it actively protects the interests of other claimant groups (whether already mandated or not) and settled groups; and
  - 11.2.3. 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 Rangi.
- 11.3. The redress outlined in this agreement in principle is subject to the resolution of overlapping claims issues to the satisfaction of the Crown. The Crown's preference is for overlapping claims issues to be resolved through discussions between Ngāti Rangi and overlapping groups where possible.
- 11.4. Following the signing of this agreement in principle, parties will work together with overlapping groups to seek to resolve any overlapping matters.
- 11.5. If after working together overlapping matters remain unresolved, the Crown may have to undertake a process with Ngāti Rangi and overlapping groups to reach decisions on those matters. In reaching any decisions on overlapping claims, the Crown is guided by two general principles:
  - 11.5.1. the Crown's wish to reach a fair and appropriate settlement with Ngāti Rangi without compromising the existing settlements of settled groups; and
  - 11.5.2. 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.
- 11.6. The following groups have been identified by the Crown as possibly having interests in the Ngāti Rangi area of interest:
  - 11.6.1. Ngāti Tūwharetoa;

- 11.6.2. Mōkai Pātea;
- 11.6.3. Ngāti Apa;
- 11.6.4. Whanganui Central (Uenuku);
- 11.6.5. Whanganui Northern (Ngāti Hāua);
- 11.6.6. Whanganui Southern;
- 11.6.7. Ngāti Hinemanu Ngāti Paki;
- 11.6.8. Tupoho;
- 11.6.9. Hinengakau;
- 11.6.10. Tama Upoko; and
- 11.6.11. Te Awa Iti.

11.7. The process for resolving overlapping claims matters is set out in Table 11 below.

**Table 11** – Process for resolving overlapping claims within Ngāti Rangi’s area of interest

Process Timeframe	Activities
<b>Sign terms of negotiation</b>	<p>Overlapping claims strategy agreed between the Crown and Ngāti Rangi</p> <p>Crown letters to known groups at that time with possible overlapping interests – sent on 23 and 24 March 2015:</p> <ul style="list-style-type: none"> <li>• update on negotiations status</li> <li>• process going forward</li> <li>• contact details</li> <li>• note Crown’s understanding of Ngāti Rangi’s area of interest</li> <li>• provide Ngāti Rangi’s area of interest</li> </ul>
<i>Prior to signing agreement in Principle</i>	<p>Crown letters sent to all groups with possible overlapping interests:</p> <ul style="list-style-type: none"> <li>• Notifying them that the Crown and Ngāti Rangi intend to sign an Agreement in Principle shortly</li> <li>• Confirming that the Agreement in Principle will be subject to the resolution of overlapping claims</li> <li>• Outlining indicative overlapping claims timeframes and process following the signing of the Agreement in Principle</li> </ul>



Process Timeframe	Activities
Agreement in principle signed subject to resolution of overlapping claims	<p><b>Send comprehensive Crown letter</b></p> <p>Content includes:</p> <ul style="list-style-type: none"> <li>• Crown policy on overlapping claim resolution</li> <li>• Key timeframes</li> <li>• Proposed engagement going forward</li> <li>• Proposed submission process if required</li> <li>• Summary of site specific Crown offer redress offered within the Ngāti Rangi area of interest</li> </ul> <p>OTS contact details for overlapping claims work stream lead and where to send letters of support or submissions if required.</p>
<i>Prior to the initialing deed of settlement</i>	<p>Letters of support from groups collated</p> <p>Process undertaken to resolve remaining issues if required</p> <p>Report to the Minister for Treaty of Waitangi Negotiations on resolution of overlapping claims (forward a copy to the Minister of Māori Development)</p> <p>Letters advising Ngāti Rangi and overlapping groups of decision on overlapping claims if required</p>
	<b>INITIAL DEED OF SETTLEMENT</b>

## 12. NGĀ TAKE PŪTEA: INTEREST AND TAX

### Interest

12.1. The deed of settlement is to provide for the Crown to pay the governance entity, on the settlement date, interest on the financial and commercial redress amount specified in clause 10.2 and, -

12.1.1. for the period –

12.1.1.1. beginning on the date of this agreement in principle; and

12.1.1.2. ending on the day before the settlement date; and

12.1.1.3. 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.

12.2. The interest is to be –

12.2.1. subject to any tax payable; and

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

### Tax

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

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

12.4.1. an input credit for GST purposes; or

12.4.2. a deduction for income tax purposes.

### 13. TE ARA KI TE WHARE TOKA: NEXT STEPS

#### Disclosure information

13.1. The Crown will, as soon as reasonably practicable, prepare and provide to Ngāti Rangi disclosure information in relation to –

13.1.1. each potential cultural redress property; and

13.1.2. each potential commercial redress property.

#### Resolution of final matters

13.2. 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 –

13.2.1. the terms of the –

13.2.1.1. historical account;

13.2.1.2. Crown's acknowledgements and apology; and

13.2.2. 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

13.2.3. 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 Rangi)]; and

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

13.2.5. the initial annual rent for any leaseback commercial redress property other than a school site<sup>2</sup>; and

13.2.6. the official geographic names from the potential official geographic names in the redress table; and

13.2.7. any redress that is agreed as a result of the Crown's commitment to explore as per clauses 1.4.1 to 1.4.4; and

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<sup>2</sup> For a school site, the initial annual rent will be as a result of the processes in clause 10.4.2.3

- 13.2.8. the terms of the following (which will, where appropriate, be based on the terms provided in recent settlement documentation):
  - 13.2.8.1. the cultural redress; and
  - 13.2.8.2. the transfer of the commercial redress properties; and
  - 13.2.8.3. 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
  - 13.2.8.4. the RFR, including the circumstances in which RFR land may be disposed of without the RFR applying; and
  - 13.2.8.5. the tax indemnity; and
- 13.2.9. the following documents:
  - 13.2.9.1. Ngāti Rangi statements of association for each of the statutory areas; and
  - 13.2.9.2. the deeds of recognition; and
  - 13.2.9.3. the protocol; and
  - 13.2.9.4. the conservation partnership agreement; and
  - 13.2.9.5. the relationship agreement with the Ministry for the Environment; and
  - 13.2.9.6. the letters of commitment; and
  - 13.2.9.7. the letter of recognition from the Ministry for Primary Industries; and
  - 13.2.9.8. the relationship agreement with the New Zealand Defence Force; and
  - 13.2.9.9. the letters of introduction; and
  - 13.2.9.10. the settlement legislation; and
- 13.2.10. all other necessary matters.

**Development of governance entity and ratification process**

- 13.3. Ngāti Rangi will, as soon as reasonably practicable after the date of this agreement, and before the signing of a deed of settlement –
  - 13.3.1. form a single governance entity that the Crown is satisfied meets the requirements of clause 14.1.2.1; and
  - 13.3.2. develop a ratification process referred to clause 14.1.2(b) that is approved by the Crown.

## 14. CONDITIONS

### Entry into deed of settlement conditional

- 14.1. The Crown's entry into the deed of settlement is subject to –
  - 14.1.1. Cabinet agreeing to the settlement and the redress; and
  - 14.1.2. the Crown being satisfied Ngāti Rangi have –
    - 14.1.2.1. established a governance entity that –
      - 14.1.2.1.1. is appropriate to receive the redress; and
      - 14.1.2.1.2. provides, for Ngāti Rangi, –
        - 14.1.2.1.2.1. appropriate representation; and
        - 14.1.2.1.2.2. transparent decision-making and dispute resolution processes; and
        - 14.1.2.1.2.3. full accountability; and
      - 14.1.2.1.3. approved, by a ratification process approved by the Crown, –
        - 14.1.2.1.3.1. the governance entity to receive the redress; and
        - 14.1.2.1.3.2. the settlement on the terms provided in the deed of settlement; and
        - 14.1.2.1.3.3. signatories to sign the deed of settlement on Ngāti Rangi's behalf.

### Settlement legislation

- 14.2. 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.
- 14.3. This draft settlement bill will provide for all matters for which legislation is required to give effect to the deed of settlement.

14.4. The draft settlement bill must:

14.4.1. comply with the drafting standards and conventions of the Parliamentary Counsel Office for Government Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and

14.4.2. be in a form that is satisfactory to Ngāti Rangi and the Crown.

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

**Settlement conditional on settlement legislation**

14.6. 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.

## 15. GENERAL

### Nature of this agreement in principle

- 15.1. This agreement in principle –
  - 15.1.1. is entered into on a without prejudice basis; and
  - 15.1.2. 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
  - 15.1.3. is non-binding; and
  - 15.1.4. does not create legal relations.

### Termination of this agreement in principle

- 15.2. The Crown or the Ngāti Rangi Trust, on behalf of Ngāti Rangi, may terminate this agreement in principle by notice to the other.
- 15.3. Before terminating this agreement in principle, the Crown or the Ngāti Rangi Trust, as the case may be, must give the other at least [20] business days notice of an intention to terminate.
- 15.4. This agreement in principle remains without prejudice even if it is terminated.

### Definitions

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

### Interpretation

- 15.6. In this agreement in principle –
  - 15.6.1. headings are not to affect its interpretation; and
  - 15.6.2. the singular includes the plural and vice versa.



15.7. Provisions in –

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

15.7.2. other parts of this agreement in principle are referred to as clauses.

15.8. The Crown acknowledges that the deed of settlement will not extinguish any extant rights that Ngāti Rangi may have in relation to aboriginal title, customary rights or any other property right recognisable at law (including the common law). This does not constitute or imply an acknowledgement by the Crown that any such rights exist.

## AGREEMENT IN PRINCIPLE

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**SIGNED** on                      day of                      20

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

\_\_\_\_\_  
Hon Christopher Finlayson  
The Minister for Treaty of Waitangi Negotiations

in the presence of –

**WITNESS**

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

Occupation:

Address:

**SIGNED** for and on behalf of the **Ngāti Rangi Trust** by:

\_\_\_\_\_  
Shar Harold Koroniria Amner

\_\_\_\_\_  
Kemp Matthew Dryden

## AGREEMENT IN PRINCIPLE

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Soraya Waiata Peke-Mason

---

Keria Ngakura Ponga

---

Raana Virginia Mareikura

---

Brendon Corey Jah Fari Morgan

---

Cassandra Kathleen Katarina Reid

---

Deborah Mereana Te Riaki

## AGREEMENT IN PRINCIPLE

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\_\_\_\_\_  
Toni James Davis Waho

\_\_\_\_\_  
Janeita Hildalene Wheturautau Wilson

\_\_\_\_\_  
Carl Adrian Wilson

\_\_\_\_\_  
Che Philip Wilson

in the presence of –

### **WITNESS**

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

Occupation:

Address:

**OTHER MEMBERS OF NGĀTI RANGI WHO SUPPORT THE  
AGREEMENT IN PRINCIPLE**

**SCHEDULES**

## **1. DEFINITIONS**

### **Historical claims**

1.1 The deed of settlement will provide that historical claims –

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

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

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

(ii) under legislation; or

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

(iv) from fiduciary duty; or

(v) otherwise; and

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

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

(ii) by or under legislation; and

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

(a) Wai 151 – Ngāti Rangi comprehensive claim ;

(b) Wai 277 – Raetihi and Mangaturuturu blocks claim;

(c) Wai 467 – Tongariro National Park claim;

(d) Wai 544 – Mākotuku and Ruapehu Survey Districts claim;

(e) Wai 569 – Murimotu 3B1a No 1 Block claim;

(f) Wai 1250 – Ngāti Rangi (Paerangi-i-te-Whare-toka) claim;

(g) Wai 1263 – Waiouru Army Base, Tongariro Power Development, Karioi State Forest and Railway Lands claim;

## AGREEMENT IN PRINCIPLE

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- (h) Wai 2205 – Rangiwaea 4F Block claim; and
  - (i) Wai 2275 – Ngāpākihi 1T Block claim.
- 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 – Waimarino Block claim;
  - (b) Wai 81 – Waihaha and others lands claim;
  - (c) Wai 146 – King Country lands claim;
  - (d) Wai 221 – Waimarino No 1 block and railway block claim;
  - (e) Wai 759 – Whanganui Vested Lands claim; and
  - (f) Wai 1632 – Raketapauma Block claim.
- 1.1.4 does not include the following claims –
  - (a) a claim that a member of Ngāti Rangi, 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 a **Ngāti Rangi ancestor** as defined in paragraph 1.4.2; and
  - (b) a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in paragraph 1.1.1(a); and
  - (c) any claim based on descent from a recognised ancestor of Ngāti Patutokotoko to the extent that a claim is, or is founded on, a right arising from being descended from an ancestor other than a **Ngāti Rangi ancestor** as defined in paragraph 1.4.2(a) clauses (i)-(iv).
- 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 Rangi**
- 1.3 The deed of settlement will provide that **Ngāti Rangi** means -
  - 1.3.1 the collective group composed of individuals who descend from one or more of the settling group's ancestors referred to in paragraph 1.4.2; and
  - 1.3.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in paragraph 1.3.1, including the following active hapū:
    - (a) Ngāi Tuhi Ariki;



- (b) Ngāti Hītoi;
- (c) Ngāti Parenga;
- (d) Ngāti Rangi-ti-kai;
- (e) Ngāti Rangihaereroa;
- (f) Ngāti Rangipoutaka;
- (g) Ngāti Rangiteauria;
- (h) Ngāti Rangituhia;
- (i) Ngāti Tongaiti;
- (j) Ngāti Tui-o-Nuku;
- (k) Uenukumanawawiri;
- (l) Ngāti Patutokotoko; 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;
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Ngāti Rangi tikanga (customary values and practices); and

1.4.2. **Ngāti Rangi ancestor** means an individual who:

- (a) exercised customary rights by virtue of their being descended from
  - (i) Paerangi-i-te-Whare-Toka (also known as Paerangi or Paerangi-o-te-Moungaroa); and
  - (ii) Taiwiri (including her three principal children: Rangituhia, Rangiteauria and/or Uenukumanawawiri); or
  - (iii) Ururangi; or

## AGREEMENT IN PRINCIPLE

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(iv) Tāmuringa; or

(v) a recognised ancestor of any of the hapū listed in paragraph 1.3.2; and

(b) exercised the customary rights referred to in 1.4.2 **Error! Reference source not found.** redominantly in relation to the area of interest after 6 February 1840.

1.4.2 **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 –

**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, or Labour day; or

(c) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday; or

## AGREEMENT IN PRINCIPLE

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- (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) Whanganui; and

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

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

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

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

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

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

**Crown leaseback**, in relation to a leaseback commercial redress property or a leaseback deferred selection property, means the lease the deed of settlement will provide to be entered into by the governance entity and the Crown as described in clauses 10.4.2 and 10.6; and

**Crown redress** –

- (a) means redress –
  - (i) provided by the Crown to the governance entity; or
  - (ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes any right of the governance entity under the settlement documentation –
  - (i) to acquire a deferred selection property; or
  - (ii) of first refusal in relation to RFR land; but
- (c) does not include

## AGREEMENT IN PRINCIPLE

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- (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 parts 6, 7, 8 and 9; and

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

**deed of settlement** means the deed of settlement to be developed under clause 3.1.2; and

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

**disclosure information** means –

- (a) in relation to a redress property, the information provided by the Crown to the governance entity under clause 13.1; 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 10; and

**financial and commercial redress amount** means the amount referred to as the financial and commercial redress amount in clause 10.2; and

**governance entity** means the governance entity to be formed by the Ngāti Rangi under clause 13.3.1; and

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

**land holding agency**, in relation to a potential commercial redress property, a potential deferred selection property, or a potential RFR, means the department specified opposite that property in Tables 8, 9, and 10, as the case may be; and

## AGREEMENT IN PRINCIPLE

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**leaseback commercial redress property** means:

- (a) a potential commercial redress property that Table 8 identifies as a leaseback property; or
- (b) a commercial redress property identified in the deed of settlement as a leaseback property; and

**leaseback deferred selection property** means –

- (a) a potential deferred selection property that Table 9 identifies as a leaseback property; or
- (b) a deferred selection property identified in the deed of settlement as a leaseback deferred selection property; and

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

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

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

**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

**Ngāti Rangi Trust** means the Trust established by trust deed dated 17 March 1992; and

**party** means each of Ngāti Rangi and the Crown; and

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

**potential cultural redress property** means each property described as a potential cultural redress property in Table 2; and

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

## AGREEMENT IN PRINCIPLE

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

**protocol** means a protocol referred to in Table 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 5.42; and
- (b) the financial and commercial redress; and
- (c) the cultural redress; and

**redress property** means -

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

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

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

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

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

**RFR** means the right of first refusal referred to in clause 10.13; 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

## AGREEMENT IN PRINCIPLE

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

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

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

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

**settlement property** means –

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

**statement of association** means each statement of association referred to in clause 7.4.1; and

**statutory acknowledgement** means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 7.4.1 on the terms to be provided by the settlement legislation; and

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

**tax indemnity** means the indemnity to be provided in the deed of settlement under clauses 12.3 and 12.4; and

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

**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

## AGREEMENT IN PRINCIPLE

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



## **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 re-establish an ongoing relationship between Ngāti Rangi 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 3.2), the settlement is fair in the circumstances; and
- 2.3.2. the redress –
  - 2.3.2.1. is intended to benefit the settling group collectively; but
  - 2.3.2.2. 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**

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- 2.4.3.1. to a redress property, a purchased deferred selection property, or any RFR land; or
    - 2.4.3.2. for the benefit of the settling group or a representative entity; and
  - 2.4.4. require any resumptive memorials to be removed from the certificates of title to, or the computer registers for a redress property and a purchased deferred selection property; and
  - 2.4.5. provide that the rule against perpetuities and the Perpetuities Act 1964 does not apply –
    - 2.4.5.1. where relevant, to any entity that is a common law trust; and
    - 2.4.5.2. to any settlement documentation; and
  - 2.4.6. require the Secretary for Justice to make copies of the deed of settlement publicly available.
- 2.5. The deed of settlement is to provide –
  - 2.5.1. the governance entity must use its best endeavours to ensure every historical claims proceeding is discontinued by the settlement date or as soon as practicable afterwards; and
  - 2.5.2. the Crown may: –
    - 2.5.2.1. 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;
    - 2.5.2.2. after the settlement date, advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement.

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

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

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

##### APPLICATION OF THIS SUBPART

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

##### APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR

- 3.3. The parties, in relation to a property, not later than [10] business days after the notification date:
  - 3.3.1. must each:
    - 3.3.1.1. instruct a valuer using the form of instructions in appendix 1; and
    - 3.3.1.2. 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 –
  - 3.7.1. must be suitably qualified and experienced in determining disputes about –

## **AGREEMENT IN PRINCIPLE**

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3.7.1.1. the market value of similar properties; and

3.7.1.2. if applicable, the market rental of similar properties; and

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

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

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

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

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

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

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

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

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

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

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

3.12.1. the parties must endeavour to agree in writing:

3.12.1.1. the transfer value of a property that is not a school site; or

3.12.1.2. 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

3.12.1.3. if the property is a leaseback property that is not a school site, its initial annual rent;

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

## **AGREEMENT IN PRINCIPLE**

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

### **VALUATION ARBITRATION**

- 3.13. The valuation arbitrator must, not later than [10] business days after the arbitration commencement date, –
  - 3.13.1. give notice to the parties of the arbitration meeting, which must be held –
    - 3.13.1.1. at a date, time, and venue determined by the valuation arbitrator after consulting with the parties; but
    - 3.13.1.2. 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, –
    - 3.13.2.1. each valuer; and
    - 3.13.2.2. 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 –
    - 3.14.1.1. its valuation report; and
    - 3.14.1.2. its submission; and
    - 3.14.1.3. any sales, rental, or expert evidence that it will present at the meeting; and
  - 3.14.2. attend the arbitration meeting with its valuer.
- 3.15. The valuation arbitrator must –
  - 3.15.1. have regard to the requirements of natural justice at the arbitration meeting; and

## **AGREEMENT IN PRINCIPLE**

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3.15.2. no later than [50] business days after the arbitration commencement date, give his or her determination –

3.15.2.1. 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

3.15.2.2. if applicable, of its market rental; and

3.15.2.3. 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 –

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.

## APPENDIX 1

### **INTERNAL OTS NOTE ONLY**

*If these instructions apply to-*

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

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

[Valuer's name]

[Address]

### **Valuation instructions**

#### **INTRODUCTION**

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

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

#### **AGREEMENT IN PRINCIPLE**

A copy of the agreement in principle is enclosed.

Your attention is drawn to –

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



## **AGREEMENT IN PRINCIPLE**

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

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

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

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

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

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

The [land holding agency][Ngāti Rangi][~~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 Rangi 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;

## **AGREEMENT IN PRINCIPLE**

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- 2) secondly the application of a 20% discount to the unencumbered market value to determine the market value as a school site (transfer value).]

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

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

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

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

### **VALUATION OF PROPERTY**

You must, in relation to a property:

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

## **AGREEMENT IN PRINCIPLE**

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- (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 current edition of the Australia and New Zealand Valuation and Property Standards [2009] and International Valuation Standards [2012]; and
- (b) to take into account –
  - (i) any encumbrances, interests, or other matters affecting or benefiting the property that were noted on its title on the valuation date; and
  - (ii) the terms of the agreed lease; and
  - (iii) the attached disclosure information about the property that has been given by the land holding agency to the settling group, including the disclosed encumbrances; and
  - (iv) the attached terms of transfer (that will apply to a purchase of the property by the governance entity); but

## **AGREEMENT IN PRINCIPLE**

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- (c) not to take into account a claim in relation to the property by or on behalf of the settling group[; and
- (d) in relation to the market rental for the property, to be on the basis of a willing lessor and a willing lessee, in an arm's length transaction, the parties having acted knowledgeably, prudently, and without compulsion].

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

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

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

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

## AGREEMENT IN PRINCIPLE

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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 sites]** without first arranging access through the Ministry of Education **[give contact details]** and should not contact the school(s) directly.]

### OPEN AND TRANSPARENT VALUATION

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

In particular, you must:

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

Yours faithfully

**[Name of signatory]**

**[Position]**

## AGREEMENT IN PRINCIPLE

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

## 4. VALUATION PROCESS FOR CROWN FOREST LAND

### Valuation Process

#### AGREEMENT BETWEEN

The Crown acting through Land Information New Zealand

“The Crown”

AND

Ngāti Rangi Trust

“The Claimant”

#### DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

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

## AGREEMENT IN PRINCIPLE

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**Market Value** is the estimated amount for which the Crown Forest Land should exchange on the Valuation Date, between a willing buyer and a willing seller, in an arms' length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion;

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

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

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

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

**Valuation Exchange Date** means the next Business Day after the expiration of 64 Business Days commencing on the Valuation Commencement Date;

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

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

### PRELIMINARY STEPS

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



## **AGREEMENT IN PRINCIPLE**

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- 7 If no appointment has been made within the time period specified in paragraph 6, the Crown shall, within 5 Business Days, request that the President of the Arbitrators' and Mediators' Institute of New Zealand Incorporated make such an appointment.

### **PARAMETERS FOR THE VALUATION ASSESSMENTS**

- 8 Both Valuers must undertake a joint inspection of the Crown Forest Land in sufficient time to enable compliance with paragraph 9.
- 9 The Valuers are to provide a letter within 25 Business Days from the Valuation Commencement Date detailing their agreement on the base parameters and input assumptions, and outlining any points of difference and their impacts. Any changes following this agreement are to be discussed and agreed to by both Valuers. The Principals are to be advised of these changes. The allotted time of 25 Business Days also provides for both Valuers to agree between themselves any additional advice required to assist the valuation assessment e.g. Resource Management advice on subdivision potential of the land if this is determined to be the highest and best use.

### **INITIAL MEETING**

- 10 The appointed Valuers shall each prepare a Valuation Report which includes their respective assessments of Market Value. The Valuers shall meet with each other to discuss their respective assessments and any major points of difference, and shall raise any questions regarding those points of differences within 40 Business Days from the Valuation Commencement Date. Following this meeting the Valuers are to review their reports and amend if required.
- 11 In the event that the final assessment of market value is disclosed in the meeting outlined in paragraph 10, the Valuers are to hold this information in confidence.

### **EXCHANGE OF VALUATION REPORTS**

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

### **PRESENTATION OF VALUATION REPORTS**

- 14 The Principals agree to meet, together with their respective Valuers, no later than 5 Business Days from the Valuation Exchange Date for the Valuers to present their respective Valuation Reports and respond to any questions raised by either Principal.

### **PARAMETERS TO AGREE MARKET VALUE**

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

- 15 If the difference in the assessment of Market Value in the Valuation Reports is 20% or greater, the Principals are to refer the reports to peer review.

## **AGREEMENT IN PRINCIPLE**

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- 16 Within 15 Business days of the Valuation Exchange Date, the Principals are to agree and appoint a joint peer reviewer. If the Principals are unable to agree on a joint peer reviewer, each Principal shall appoint a peer reviewer. The peer reviewer must be a Registered Valuer.
- 17 The peer reviewer/s shall provide a detailed report on both valuation reports within 20 Business Days of being appointed, and supply to both the Principals and the Valuers.
- 18 The Valuers shall, within 7 business days of receiving the last peer review report, review their respective assessments and notify their respective Principals of any change. The next business day after the expiration of the 7 Business Days, the Principals shall provide to each other their revised assessment of Market Value.
- 19 If the Valuers are able to provide a revised assessment of Market Value to the Principals which brings the difference in valuations to less than 20%, the negotiations will be referred to paragraph 20. However, if at the end of 10 Business Days the difference is still greater than 20% and the Principals are unable to agree to a Market Value, the Valuation Reports will be referred to Arbitration as set out in paragraphs 22-27 for determination of Market Value.

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

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

## **ARBITRATION PROCESS AND DETERMINATION OF DISPUTED VALUES**

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

## AGREEMENT IN PRINCIPLE

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27 The determination of the Arbitrator shall be final and binding on the Principals.

### GENERAL PROVISIONS

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

Agreed and Signed on

at

by:

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Land Information New Zealand

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Ngāti Rangī Trust

**INSTRUCTIONS TO VALUERS FOR LICENSED**

**CROWN FOREST LAND**

**INTRODUCTION**

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

The valuation of the licensor's interest in the Crown Forest Land is to be undertaken in the context of the AIP between the Crown and Ngāti Rangi.

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

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

**REQUIREMENTS**

1. Any transfer of the Crown Forest Land to the claimants would be deemed to be the result of a recommendation from the Waitangi Tribunal under section 8HB of the Treaty of Waitangi Act 1975. This would trigger the relevant sections of Part II of the Crown forestry licences.
2. The Crown forest land is to be valued as though:
  - a. a computer freehold register (CFR) can be been issued (a possible delay of up to 5 years) for the land to be valued and is subject to and together with the encumbrances identified in the disclosure data together with any subject and appurtenant easements arising from consultation under Section 17.4.1 of Part IIC of the Crown forestry licence;
  - b. the land will transfer subject to the Crown forestry licence;
  - c. the termination period of the licence will begin on 30 September following the giving of the termination notice (assumed to be 30 September 2017);
  - d. where part of a Crown forestry licence is offered to Iwi, the provisions of Section 14.3 and Part IIC (Section 17) of the licence will apply to the land;
  - e. where part of a Crown forestry licence is offered to Iwi, the Crown will be responsible for carrying out and completing the survey necessary to define the boundaries between the part selected and the balance of the licensed land together with any reciprocal easements arising from consultation under Section 17.4.1 of

## AGREEMENT IN PRINCIPLE

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Part IIC of the Crown forestry licence before a CFR can issue. This process may take up to 5 years to complete; and

- f. New Zealand Units (NZU) will not transfer with the land (due to NZUs being dealt with separately from settlement redress).
3. Each valuer is required:
    - to provide a valuation report as at 15 December 2016 (the “**Valuation Date**”);
    - to provide the market value of the licensor's interest (as described in paragraph 4 below) clearly setting out how this was determined.
  4. The value required is the market value being the estimated amount, exclusive of GST, at which the licensor's interest in the Crown Forest Land might be expected to exchange, on the Valuation Date, between a willing buyer and a willing seller, in an arm's length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion.
  5. Both valuers are to jointly, at times to be agreed between them and the licence holders:
    - inspect the properties; and
    - inspect the sales information and its supporting evidence.
  6. Before the valuation reports are prepared, in accordance with clause 9 of the Valuation Process document, the valuers are to reach agreement on:
    - a list of comparable sales to be used in determining the value of the Crown Forest Land;
    - the geographic extent and relevant matters concerning the licensor's interest in the Crown Forest Land;
    - the base information on current rentals paid along with other market rental evidence; and
    - the base information or inputs into a formula for assessing future rentals to take account of the return provisions in the Crown forestry licence.
  7. Each valuation report provided by a valuer shall:
    - include an assessment of the market value as at the Valuation Date, identifying and explaining the key issues affecting value, if any;
    - For the avoidance of doubt set out any assumptions on which the valuation is based, including:
      - Impact of comparable sales analysis in relation to land subject to Crown forestry licences;
      - The impact of the provisions of the Emissions Trading Scheme and Kyoto Protocol (and/or any other agreements and legislative provisions relating to climate change);

## **AGREEMENT IN PRINCIPLE**

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- Terms and conditions of the relevant Crown forestry licences (including any provisions and arrangements relating to licence fees and/or rentals and any special management conditions including the obligations on the licensee to comply with the pinus contorta eradication program) and effect of the Crown Forest Assets Act 1989;
  - Detail the impact on value of encumbrances, legal or statutory restrictions on the use or disposal of the Land and/or conditions to be placed on the land under the standard terms of Treaty Deeds of Settlement;
  - The impact of planning and other controls imposed by the Resource Management Act 1991 and any planning and regulatory controls imposed by local authorities, including under the Biosecurity Act 1993 such as the Regional Pest Plan Management Strategy Operation Plan;
  - Discussion as to current market conditions and the economic climate;
  - Legal and practical access issues, status and value of roading infrastructure in accordance with the principles determined in the Ngai Tahu arbitration decision;
  - Identify and quantify sensitivity factors within the valuation methodology;
  - Valuation methodology and discussion of assessed value in relation to the market evidence;
  - Any other relevant factors taken into account.
- meet the requirements of:
    - The Property Institute of New Zealand's Valuation Standards, including the minimum requirement set out in Section 5 of the "New Zealand Institute of Valuers Valuation Standard 1: Market Value Basis of Valuation"; and
    - other relevant standards, insofar as those requirements are relevant.
  - include an executive summary containing:
    - a summary of the valuation along with key valuation parameters;
    - a summary of key issues affecting value, if any;
    - the name of the valuer and his or her firm; and
    - the signature of the valuer and lead valuer if applicable.
  - attach appendices setting out:
    - a statement of valuation policies;
    - a statement of valuation methodology; and
    - relevant market and sales information.
8. Each valuer must submit to his or her principal a draft valuation report prior to submission of the final reports, so that the principal can provide comment.
9. Each valuer will provide the final report to his or her principal once the draft has been reviewed and comments received.
10. **TIMING**
- (a) Principals appoint respective valuers;
  - (b) Principals jointly appoint an Arbitrator;
  - (c) Valuers agree on specified issues (25 Business Days from the Valuation Commencement Date);
  - (d) Valuers to meet and discuss their respective reports (40 Business Days from the Valuation Commencement Date);

## AGREEMENT IN PRINCIPLE

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- (e) Valuers submit draft reports to respective principals (50 Business Days from the Valuation Commencement Date);
- (f) Principals provide comments to respective valuers (55 Business Days from the Valuation Commencement Date);
- (g) Valuers finalise reports and deliver to their respective principals (60 Business Days from the Valuation Commencement Date); and
- (h) The Principals exchange final valuation reports (65 Business Days from the Valuation Commencement Date).

### 11. **DEFINITION**

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

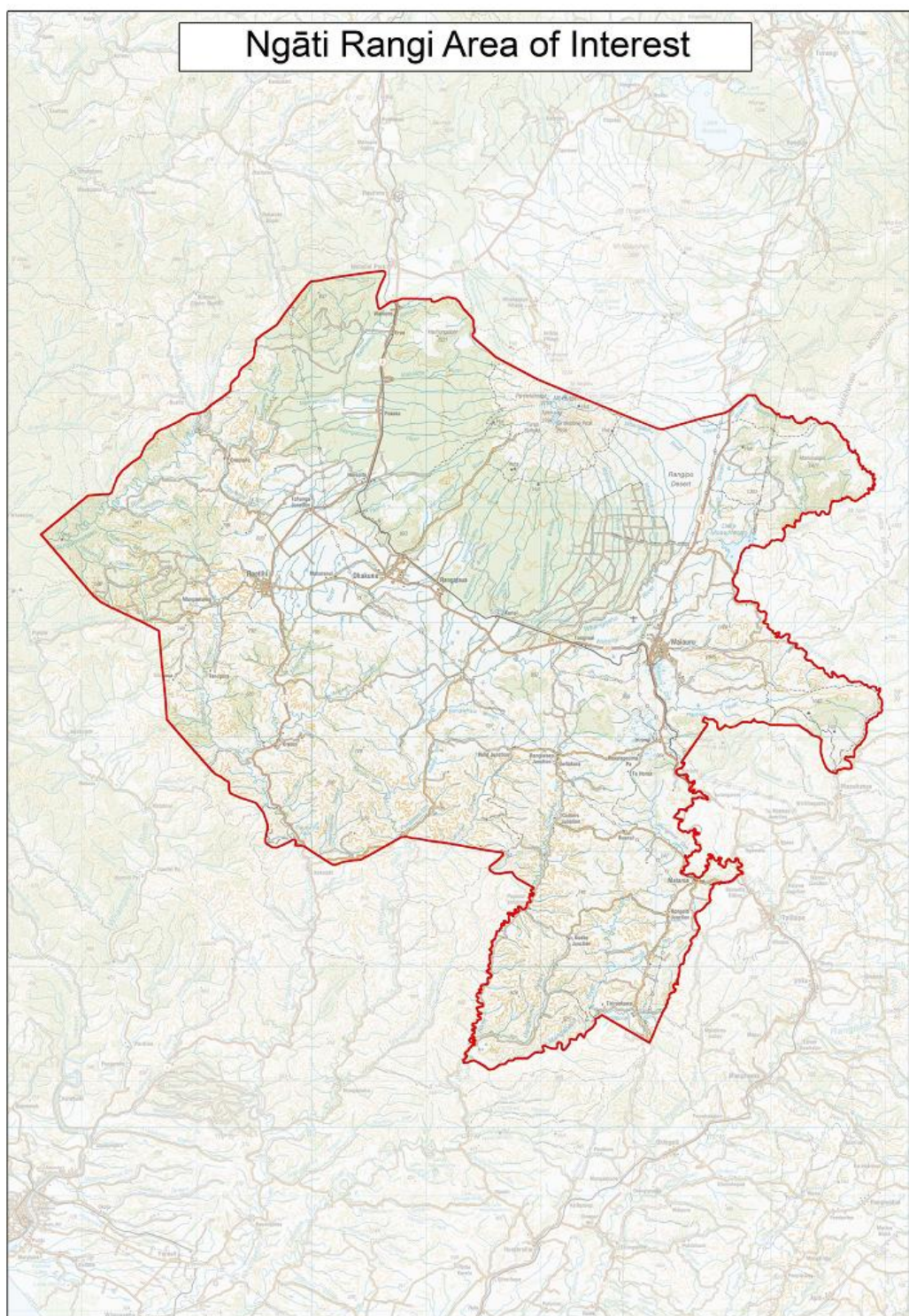
- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the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

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

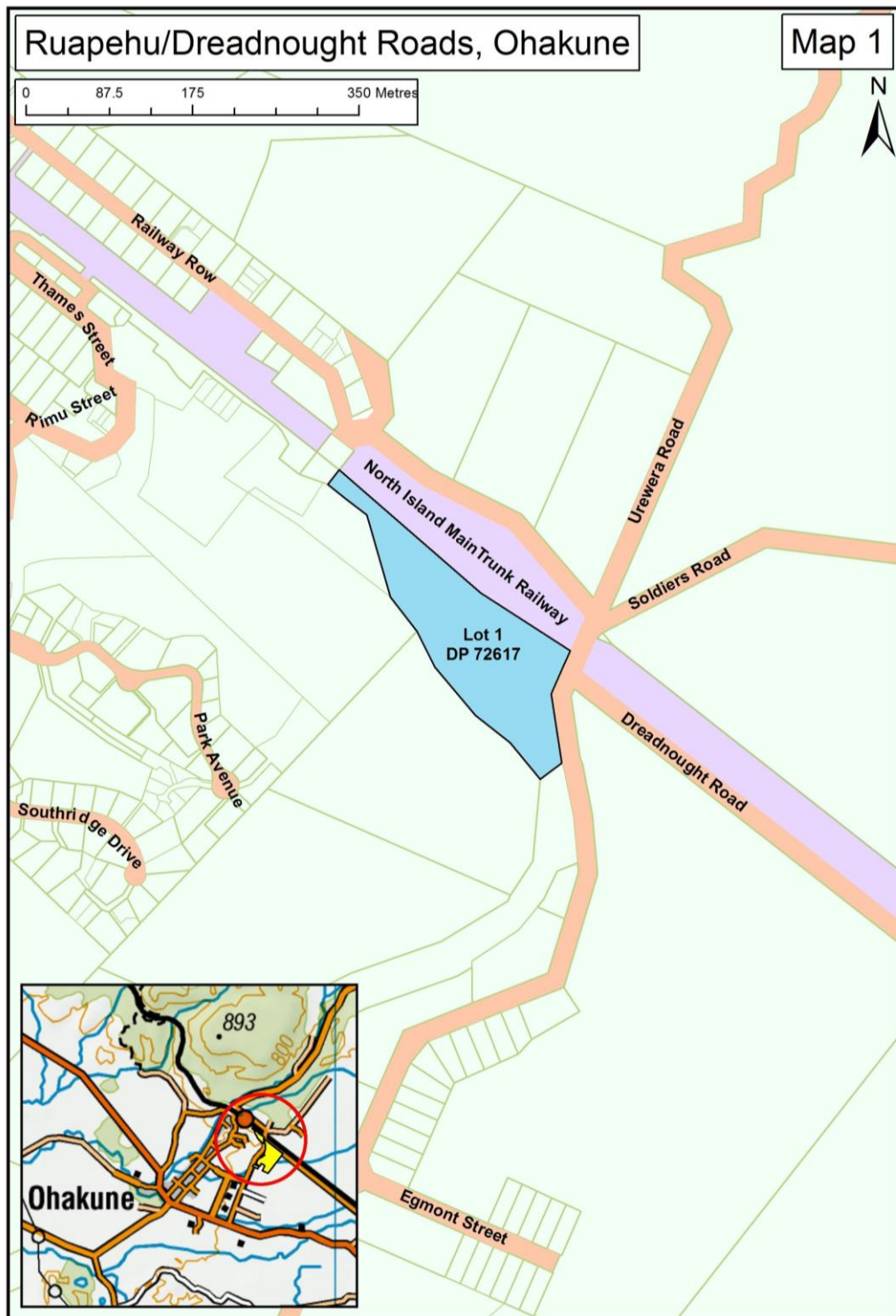
**ATTACHMENTS**



## AREA OF INTEREST

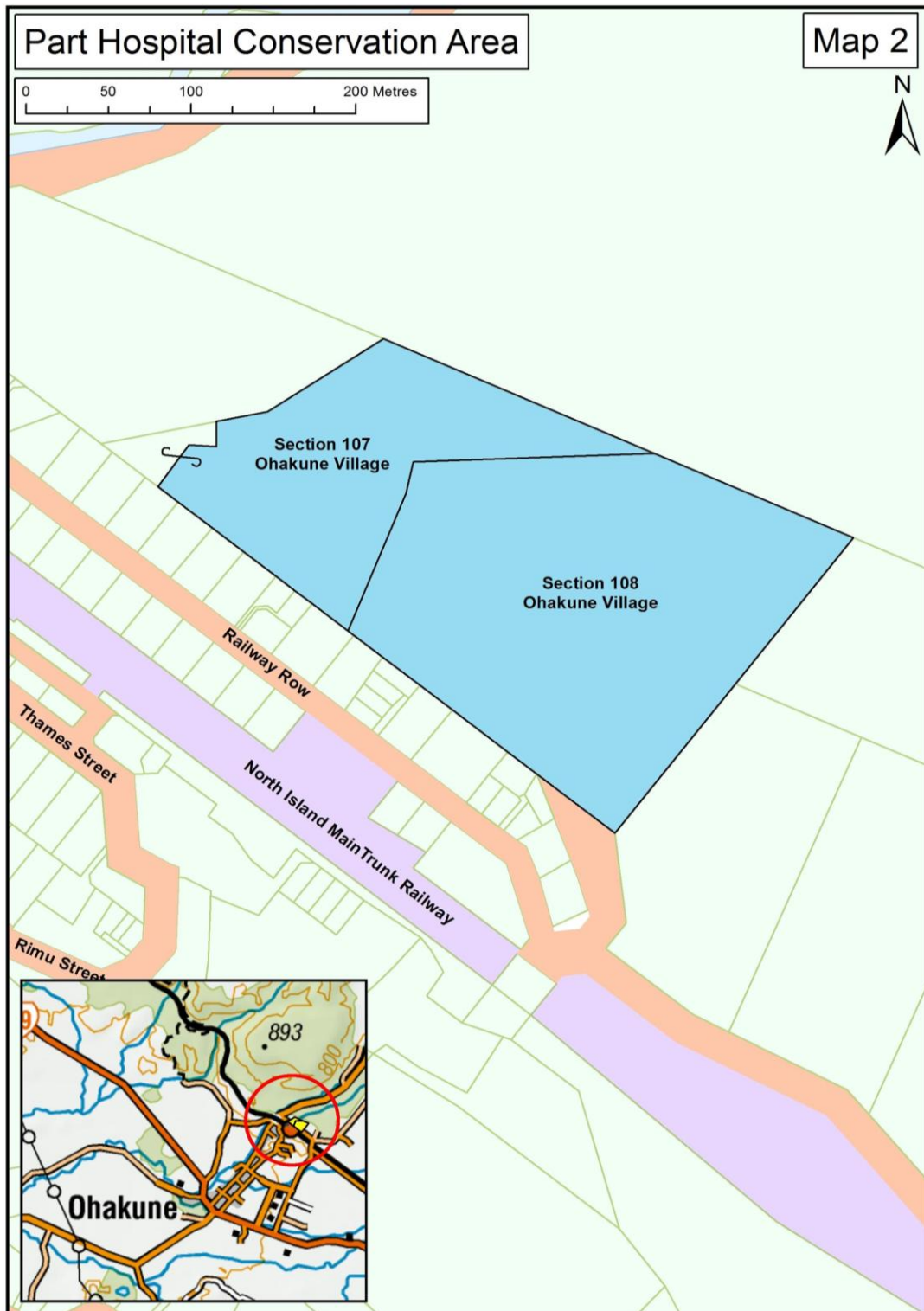


## 1. DREADNOUGHT ROAD, OHAKUNE

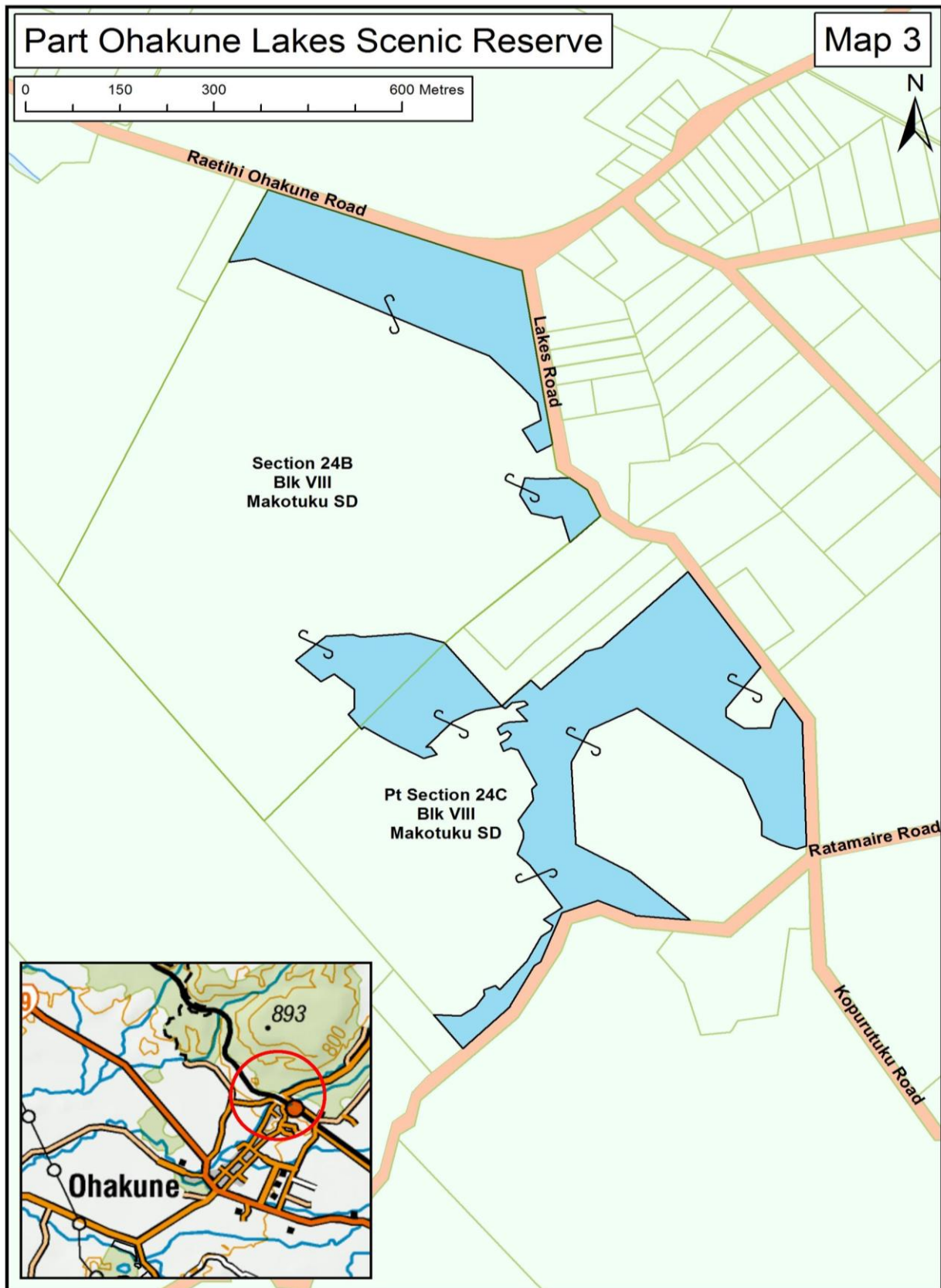




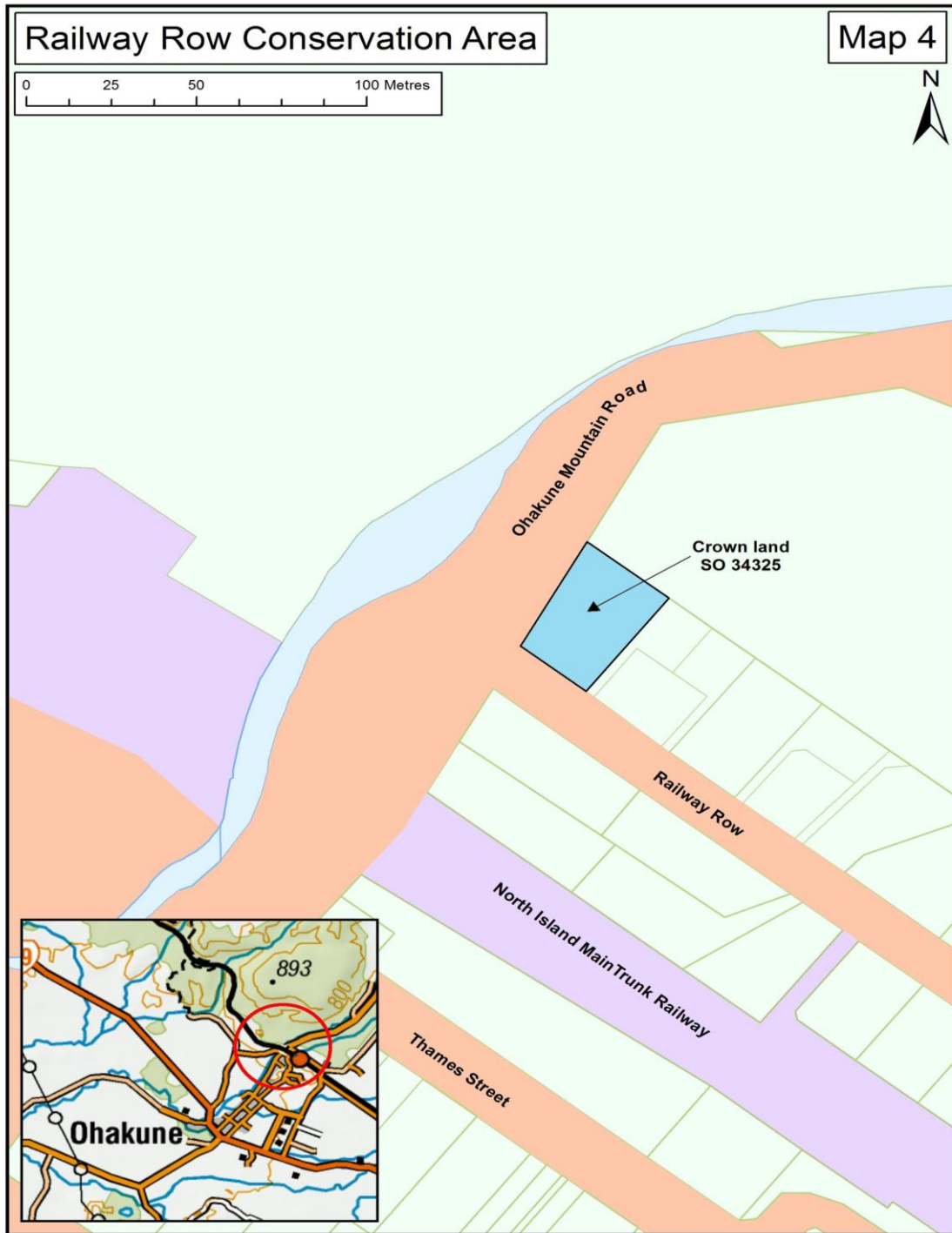
## 2. PART HOSPITAL CONSERVATION AREA



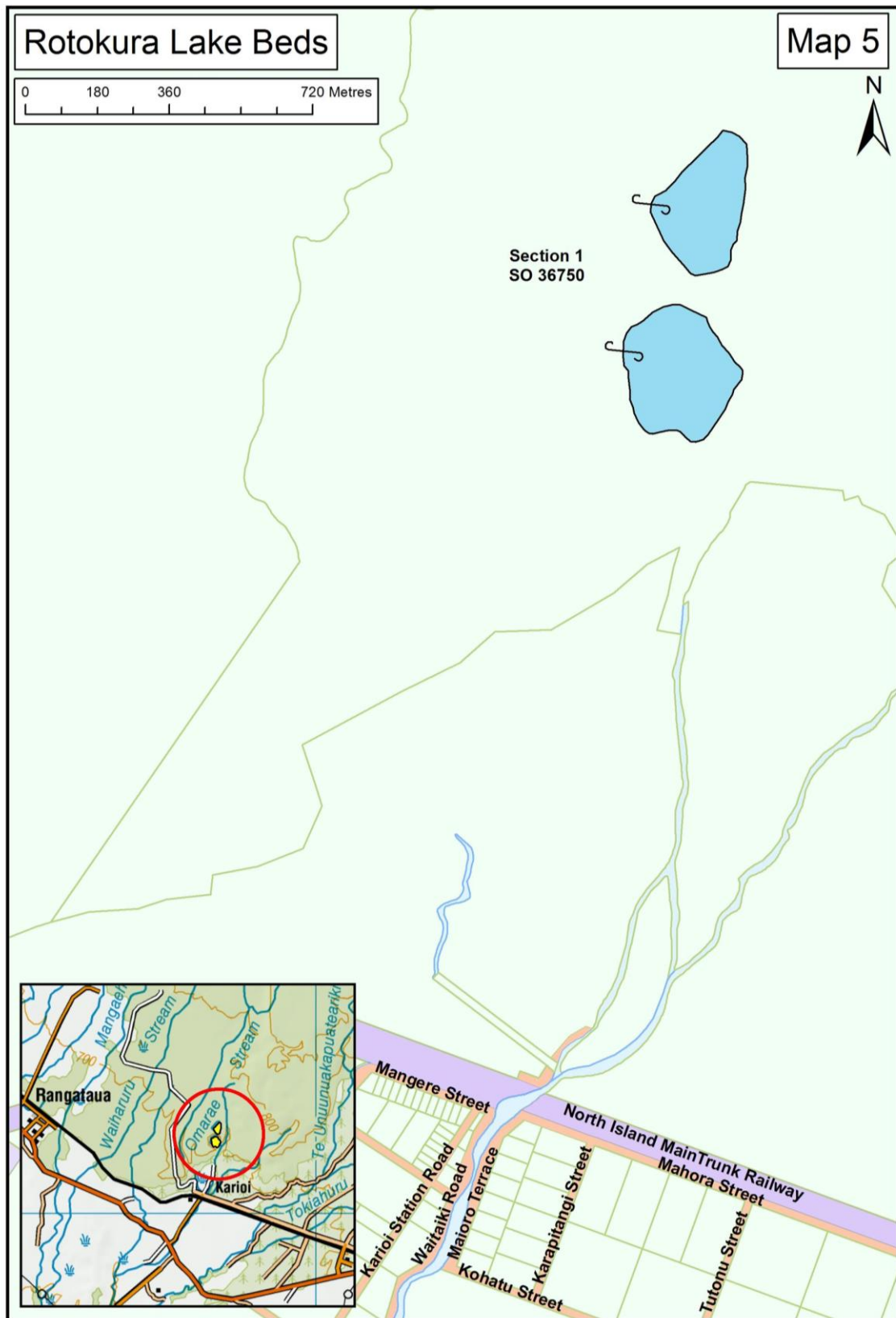
### 3. PART OHAKUNE LAKES SCENIC RESERVE



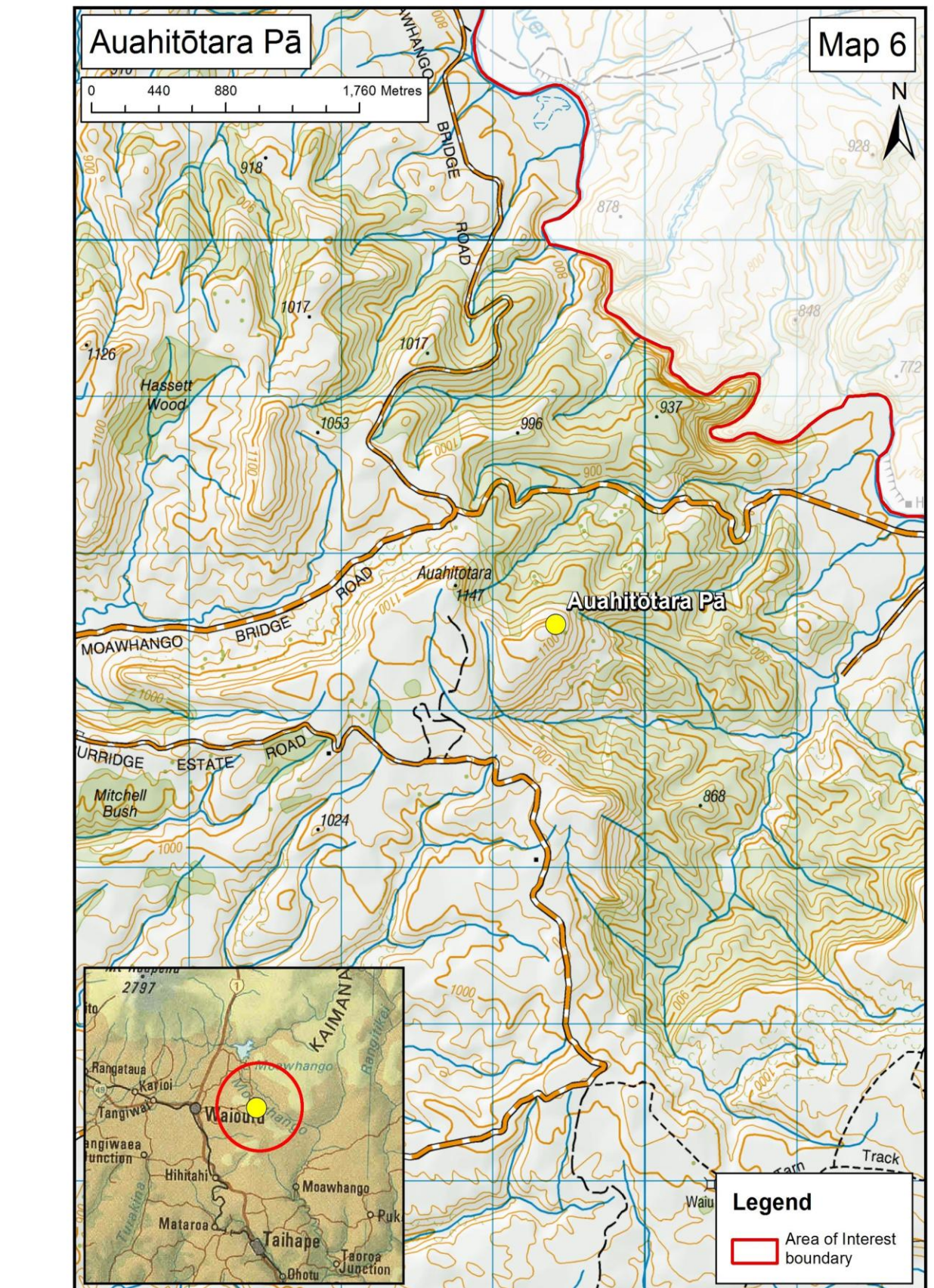
#### 4. RAILWAY ROW CONSERVATION AREA



## 5. ROTOKURA LAKE BEDS

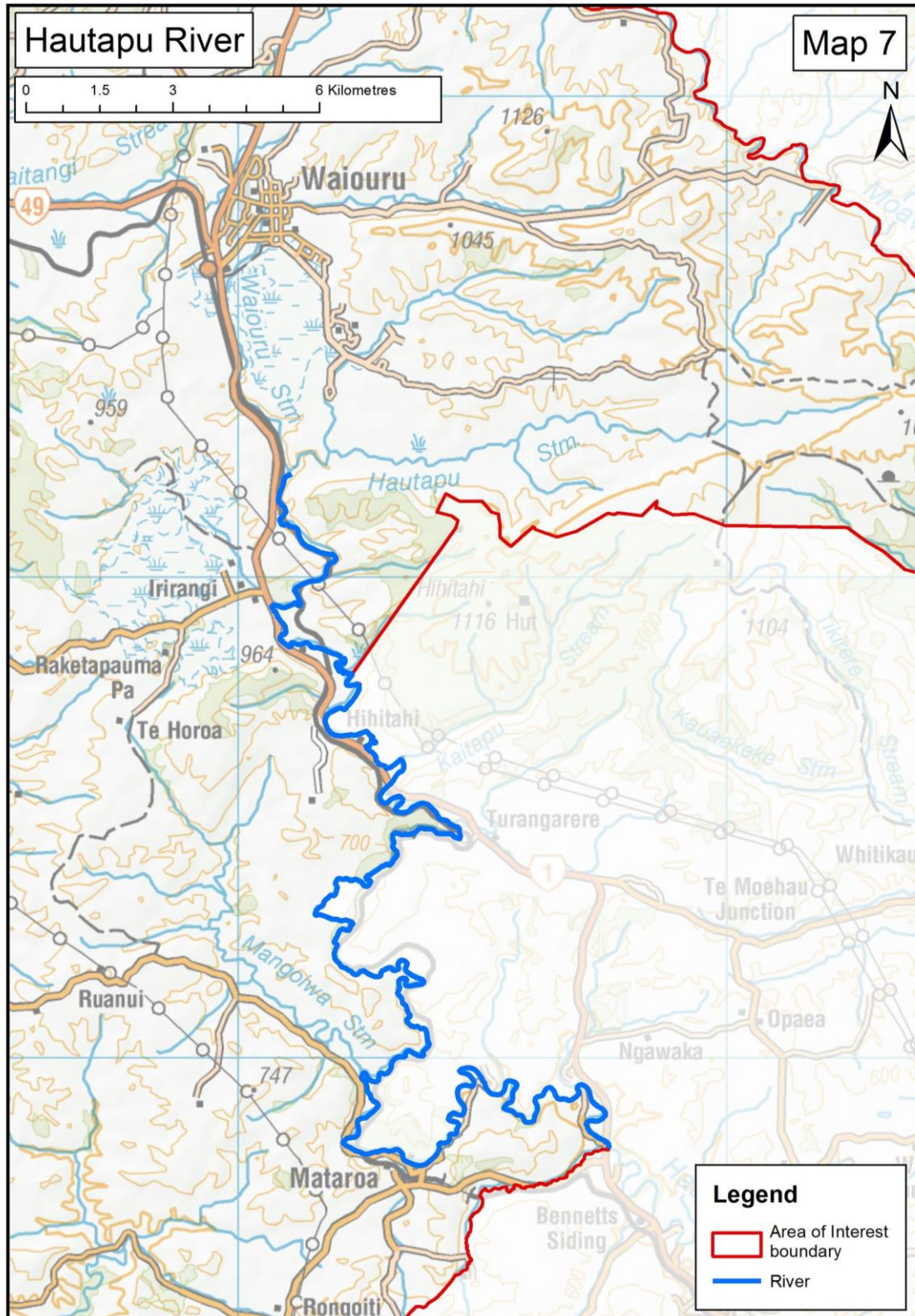




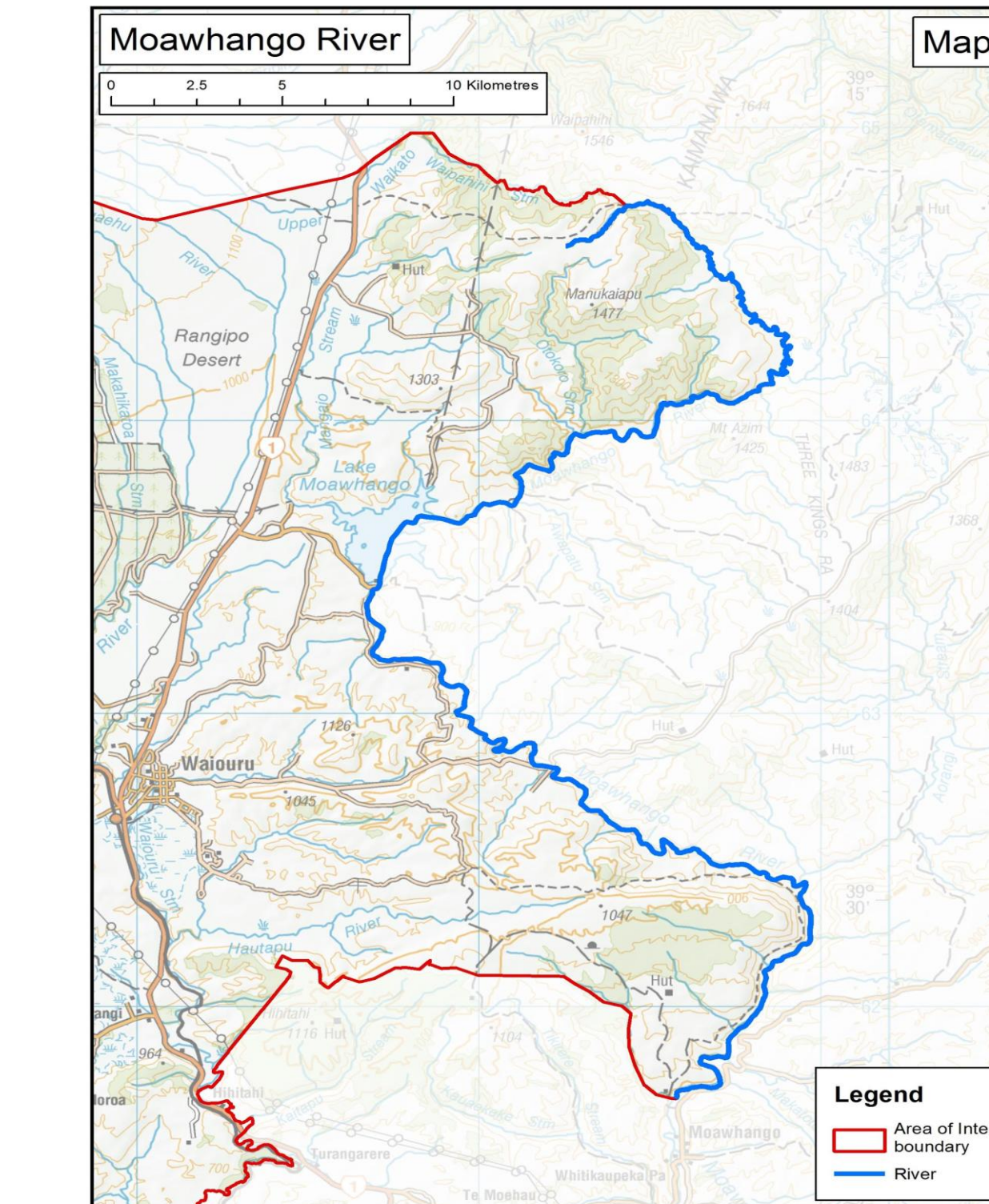




## 7. HAUTAPU RIVER

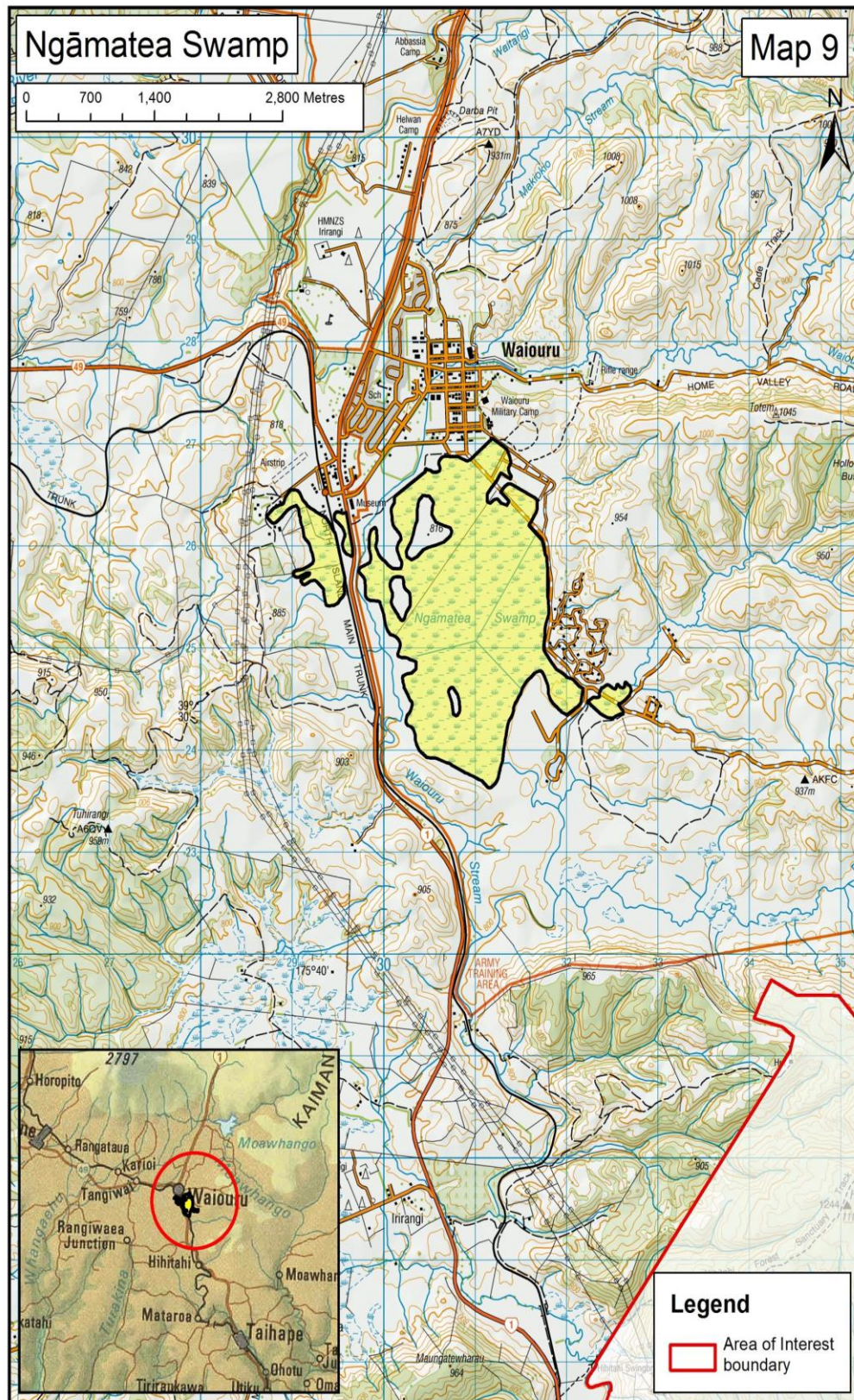






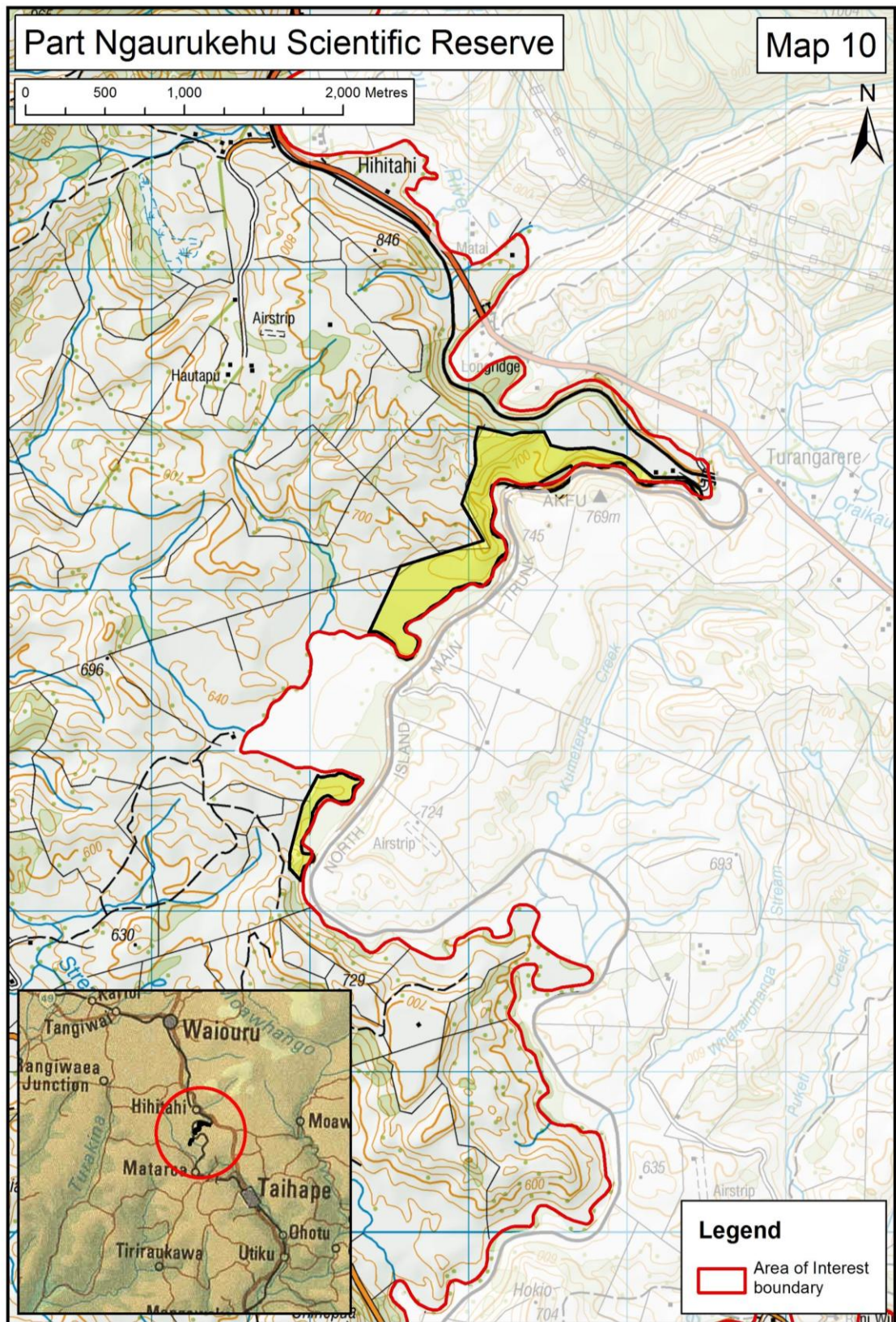


## 9. NGĀMATEA SWAMP

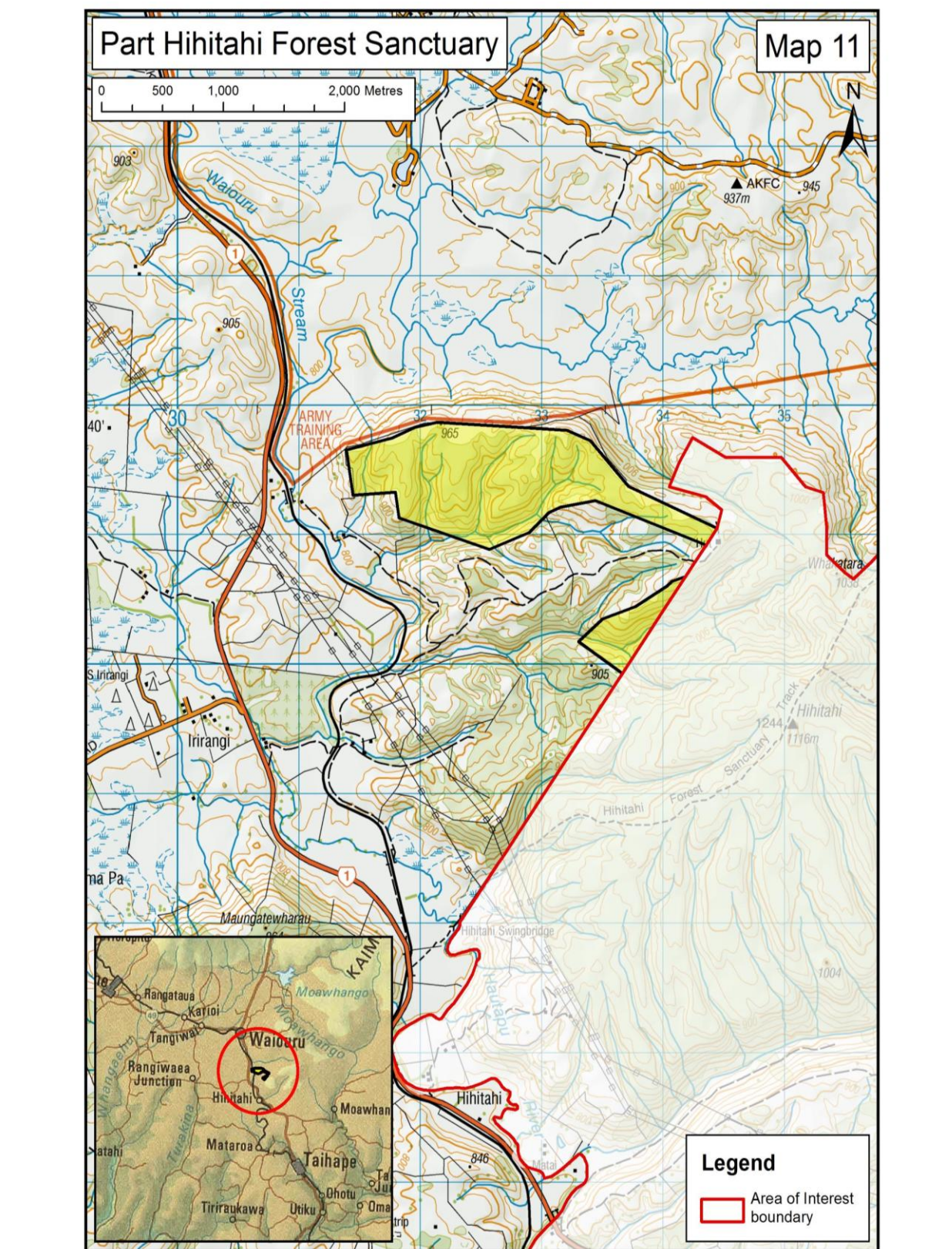




## 10. PART NGAURUKEHU SCIENTIFIC RESERVE

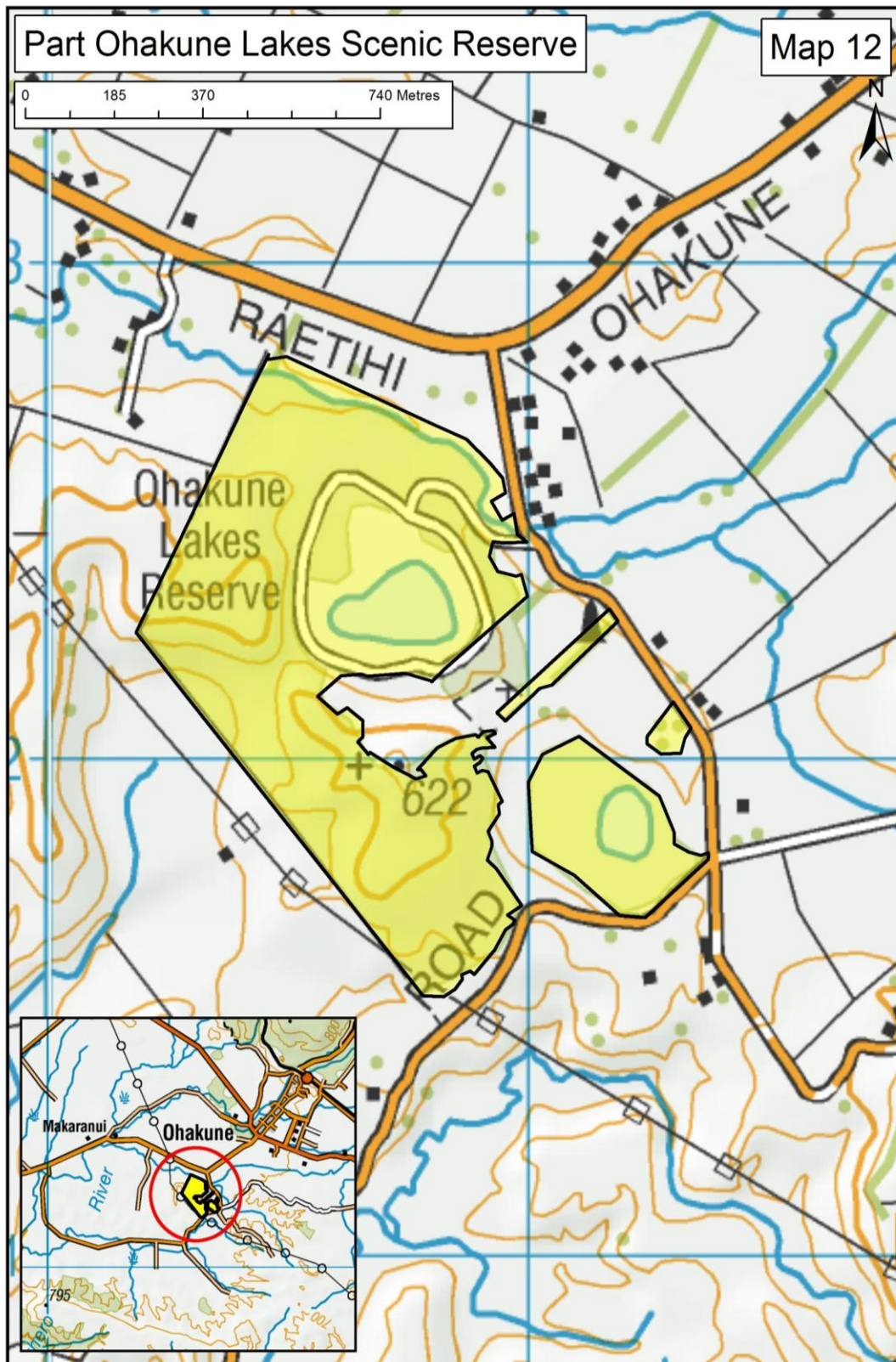


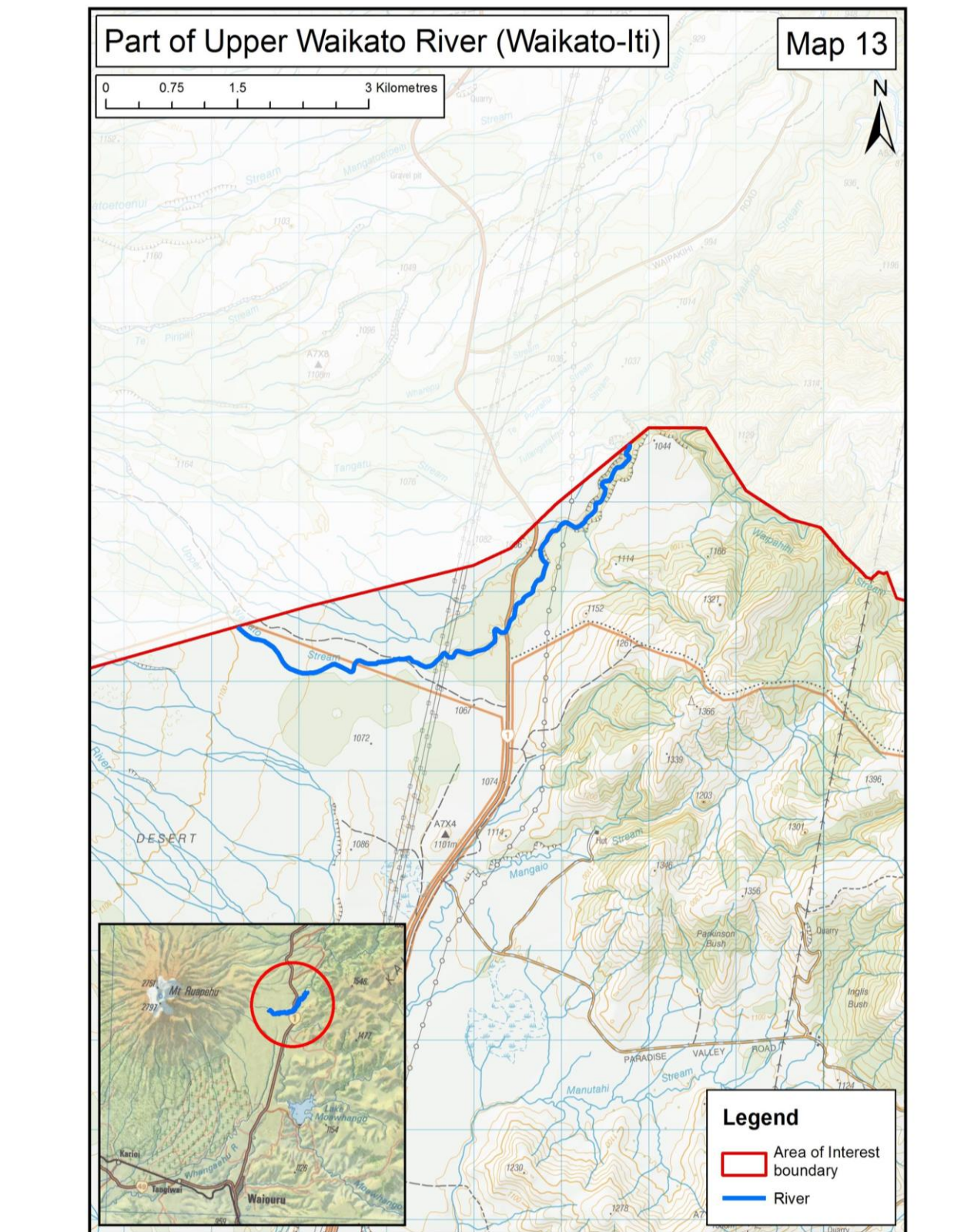






## 12. PART OHAKUNE LAKES SCENIC RESERVE











15. TURAKINA RIVER

