

TE RŪNANGA O NGĀTI MANAWA

and

HER MAJESTY THE QUEEN

in right of New Zealand

---

**Agreement in Principle  
for the Settlement of the Historical Claims of Ngāti  
Manawa**

---

**18 September 2008**

## Negotiations to Date

- 1 On 18 November 2003, the Crown recognised the mandate of Te Rūnanga o Ngāti Manawa to negotiate, on behalf of Ngāti Manawa, an offer for the settlement of their Historical Claims.
- 2 On 7 May 2004, the parties entered into Terms of Negotiation (the "Terms of Negotiation"), which set out the scope, objectives and general procedure for negotiations.
- 3 On 25 June 2008 Ngāti Manawa signed the CNI Deed of Settlement, which records the agreement of the CNI Forests Iwi Collective and the Crown to settle the historical CNI Forests Land claims. The CNI Deed of Settlement provides for "on account" financial redress to be provided to Ngāti Manawa as part of their future comprehensive settlement, and otherwise preserves or enhances the value of the settlement offer previously made to Ngāti Manawa.
- 4 Negotiations have now reached a stage where the parties wish to enter into this Agreement in Principle recording that they are willing to settle the Historical Claims by entering into a Deed of Settlement on the basis set out in this Agreement in Principle.

## General

- 5 This Agreement in Principle contains the nature and scope, in principle, of the Crown's offer to settle the Historical Claims.
- 6 The redress offered to Ngāti Manawa to settle the Historical Claims will comprise three main components. These are:
  - a historical account, Crown acknowledgements and Crown apology;
  - b Cultural Redress; and
  - c Financial and Commercial Redress.
- 7 Following the signing of this Agreement in Principle, the parties will work together in good faith to develop, as soon as reasonably practicable, a Deed of Settlement. The Deed of Settlement will include the full details of the redress the Crown is to offer to settle the Historical Claims. The Deed of Settlement will be conditional on the matters set out in paragraph 103 of this Agreement in Principle.
- 8 The Crown and Te Rūnanga o Ngāti Manawa each reserve the right to withdraw from this Agreement in Principle by giving written notice to the other party.

- 9 This Agreement in Principle is entered into on a without prejudice basis. It:
  - a is non-binding and does not create legal relations; and
  - b is not to be used as evidence in any proceedings before, or presented to, the Courts, the Waitangi Tribunal and any other judicial body or tribunal (except as agreed between the parties).
- 10 The Terms of Negotiation between the Crown and Te Rūnanga o Ngāti Manawa continue to apply to the negotiations except to the extent affected by this Agreement in Principle.
- 11 Key terms used in this document are defined in paragraph 112.

### **Historical Account, Crown Acknowledgements, and Crown Apology**

- 12 The historical account, Crown acknowledgements, and Crown apology are the cornerstone of the Crown's settlement offer. The Deed of Settlement will contain an agreed historical account that will outline the historical relationship between the Crown and Ngāti Manawa.
- 13 On the basis of this historical account, the Crown will acknowledge in the Deed of Settlement that certain actions or omissions of the Crown were a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown will then offer an apology to Ngāti Manawa in the Deed of Settlement for the acknowledged Crown breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 14 In broad terms, the historical account is likely to reflect the relationship of Ngāti Manawa and the Crown through:
  - a the New Zealand Wars;
  - b the Native Land Court;
  - c Crown purchasing;
  - d Ngāti Manawa Reserves;
  - e the Urewera District Native Reserve;
  - f Ngāti Manawa Development Scheme;
  - g rivers and freshwater fisheries; and
  - h forestry and post-1984 restructuring.
- 15 The historical account will draw on research developed for the Waitangi Tribunal's Te Ika Whenua, Urewera and Central North Island Inquiries as well as the Waitangi Tribunal's *Te Ika Whenua Rivers Report 1998*, *Te Ika Whenua Energy Assets Report 1993* and *Central North Island Claims*

*Report 2007.* Should the Tribunal report on the Urewera Inquiry before the historical account is finalised, the historical account will also draw on that report.

- 16 The development of the historical account will not necessarily involve acceptance of all the Tribunal's findings, or detailed coverage of all the matters addressed by the Tribunal.
- 17 Following the signing of this Agreement in Principle, the form and content of the historical account, Crown acknowledgements and Crown apology will be finalised and agreed between the parties for inclusion in the Deed of Settlement.

## **Cultural Redress**

### **Cultural Redress Overview**

- 18 The cultural redress package is based on factors such as the nature and extent of claims, the redress sought by Te Rūnanga o Ngāti Manawa and the instruments available to the Crown. Certain cultural redress instruments are designed to recognise the cultural, spiritual, historical and traditional interests of Ngāti Manawa. An outline of the proposed cultural redress package is set out in paragraphs 21 to 80 below.
- 19 All items of cultural redress are subject to the following being resolved before a Deed of Settlement is signed:
  - a the Crown confirming that any overlapping claim issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and
  - b any other conditions set out below relating to specific items of cultural redress.
- 20 The value of the cultural redress is not off-set against the Financial and Commercial Redress amount.

### **Ahikaroa**

- 21 The Deed of Settlement and the Settlement Legislation will provide for the declaration of an overlay classification, to be known as Ahikaroa, over Tawhiuau, located in Te Urewera National Park. Ahikaroa will include Te Rourou, located on the slopes of Tawhiuau.
- 22 The declaration of an overlay classification over an area provides for the Crown to acknowledge Ngāti Manawa values in relation to that area. It also provides, in relation to that area, for:
  - a the Governance Entity and the Crown to agree on protection principles to avoid harm to Ngāti Manawa values, or any

diminishment of them, and for the Director-General of Conservation to take action in relation to the protection principles; and

- b the New Zealand Conservation Authority and the East Coast/Hawkes Bay Conservation Board to have regard to Ngāti Manawa values and the protection principles.
- 23 Ahikaroa, the overlay classification offered to Ngāti Manawa, will be, in substance, on the same terms as the overlay classifications provided in previous Treaty settlements.

#### **Transfer and Gift Back of Tawhiuau**

- 24 The Deed of Settlement and the Settlement Legislation will provide for the transfer and gift back of Tawhiuau. Under the terms of the transfer and gift back the fee simple estate in Tawhiuau will transfer to Ngāti Manawa. Tawhiuau will then transfer automatically to the Crown as a gift from Ngāti Manawa to all the people of New Zealand for its continued inclusion within Te Urewera National Park. The overlay classification will remain in place after the transfer and gift back.
- 25 Following the signing of this Agreement in Principle, the parties will discuss and agree the exact area of Tawhiuau which will be the subject of the transfer and gift back and the overlay classification.

#### **Cultural Redress Properties**

- 26 The Deed of Settlement and the Settlement Legislation will provide for the following Cultural Redress Properties to be vested in the Governance Entity on Settlement Date:
- a Various sites situated within the CNI Forests Land;
  - b Various wāhi tapu sites;
  - c School sites; and
  - d Pā sites, which may be jointly vested in the Governance Entity and another claimant group.

#### *Sites situated within the CNI Forests Land*

- 27 The Deed of Settlement and the Settlement Legislation will provide for the fee simple estate in the sites set out in **Table 1** below to be vested in the Governance Entity on Settlement Date. The vestings will be subject to the specific conditions and encumbrances noted in **Table 1** and in paragraphs 37 to 40 below.
- 28 The 641 hectares of CNI Forests Land set out in **Table 1** will be allocated from the Crown's share of the CNI Forests Land under the CNI Deed of

Settlement. The remaining area of 88 hectares is Department of Conservation land.

**Table 1: Sites situated within the CNI Forests Land**

| Site               | Description   | Specific conditions or encumbrances (known at the time of the AIP)  |
|--------------------|---|---|
| Oruatawehi pā      | Up to 168 hectares (ha) within the Northern Boundary Crown Forest Licence (CFL)   | <ul style="list-style-type: none"> <li>• To be surveyed out of CFL</li> <li>• Transfer and any conditions subject to consultation with the Crown Forest Licensee</li> <li>• Subject to process for redeeming Crown agreed proportion in paragraph 10 of schedule 3 to the CNI Trust Deed and Shareholders' Agreement</li> </ul> |
| Kiorenuī kainga    | Up to 239 ha within Caves CFL   | <ul style="list-style-type: none"> <li>• To be surveyed out of CFL</li> <li>• Transfer and any conditions subject to consultation with the Crown Forest Licensee</li> <li>• Subject to process for redeeming Crown agreed proportion in paragraph 10 of schedule 3 to the CNI Trust Deed and Shareholders' Agreement</li> </ul> |
| Kakarahonui kainga | Up to 2 ha in Te Papa Conservation Area   |   |
| Fort Galatea       | Up to 118 ha (32 ha subject to CFL and 86ha administered by the Department of Conservation comprised of the Fort Galatea Historic Reserve and the Galatea Stewardship Area) | <ul style="list-style-type: none"> <li>• Subject to the Fort Galatea Historic Reserve retaining its historic reserve status under the Reserves Act 1977, with the Governance Entity to be appointed as administering body</li> <li>• The Galatea</li> </ul>   |

| Site     | Description  | Specific conditions or encumbrances (known at the time of the AIP)  |
|----------|--------------|---|
|          |              | <p>Stewardship Area will be transferred subject to a marginal strip and a conservation covenant to protect the wetland values of the area</p> <ul style="list-style-type: none"> <li>• To be surveyed out of CFL</li> <li>• Transfer and any conditions subject to consultation with the Crown Forest Licensee</li> <li>• Subject to process for redeeming Crown agreed proportion in paragraph 10 of schedule 3 to the CNI Trust Deed and Shareholders' Agreement</li> </ul> |
| Motumako | Up to 202 ha | <ul style="list-style-type: none"> <li>• To be surveyed out of CFL</li> <li>• Transfer and any conditions subject to consultation with the Crown Forest Licensee</li> <li>• Subject to process for redeeming Crown agreed proportion in paragraph 10 of schedule 3 to the CNI Trust Deed and Shareholders' Agreement</li> </ul>   |

*Wāhi tapu sites*

- 29 The Deed of Settlement and the Settlement Legislation will provide for the fee simple estate in the sites set out in **Table 2** below to be vested in the Governance Entity on Settlement Date, subject to paragraphs 30 and 31 below and the specific conditions and encumbrances noted in **Table 2** and in paragraphs 37 to 40 below.

- 30 Each site described in **Table 2** is to be allocated from the Crown's share of the CNI Forests Land under the CNI Deed of Settlement, in accordance with the process set out in paragraph 10 of Schedule 3 to the CNI Trust Deed and Shareholders' Agreement.
- 31 In the event that specific wāhi tapu and pā sites (located in Crown forest licensed lands) set out in the **Table 2** cannot be secured from the Crown's share of the CNI Forests Land included in the CNI Deed of Settlement, the Crown will provide Ngāti Manawa with up to the same area of alternative cultural redress sites.

**Table 2: Wāhi tapu sites**

| Site                         | Description                     | Specific conditions or encumbrances (known at the time of the AIP)   |
|------------------------------|---------------------------------|--|
| Te Ana a Maru rock art       | Up to 20 ha within Caves CFL    | <ul style="list-style-type: none"> <li>• To be surveyed out of CFL</li> <li>• Subject to retention of any existing historic reserve status under the Reserves Act 1977, with the Governance Entity to be appointed as administering body</li> <li>• The Crown will consider options for access and conservation work for the site prior to its transfer</li> <li>• Transfer and any conditions subject to consultation with the Crown Forest Licensee</li> <li>• Subject to process for redeeming Crown agreed proportion in paragraph 10 of schedule 3 to the CNI Trust Deed and Shareholders' Agreement</li> </ul> |
| Tututarata papakainga and pā | Up to 5 ha within Whirinaki CFL | <ul style="list-style-type: none"> <li>• To be surveyed out of CFL</li> <li>• Transfer and any conditions subject to consultation with the Crown Forest Licensee</li> </ul>  |



| Site                        | Description                             | Specific conditions or encumbrances (known at the time of the AIP)  |
|-----------------------------|---|---|
|                             |   | <ul style="list-style-type: none"> <li>• Subject to process for redeeming Crown agreed proportion in paragraph 10 of schedule 3 to the CNI Trust Deed and Shareholders' Agreement</li> </ul>  |
| Pekepeke pā and pou rāhui   | Up to 5 ha within Caves CFL             | <ul style="list-style-type: none"> <li>• To be surveyed out of CFL</li> <li>• Transfer and any conditions subject to consultation with the Crown Forest Licensee</li> <li>• Subject to process for redeeming Crown agreed proportion in paragraph 10 of schedule 3 to the CNI Trust Deed and Shareholders' Agreement</li> </ul> |
| Puketapu pā and battle site | Up to 5 ha within Northern Boundary CFL | <ul style="list-style-type: none"> <li>• To be surveyed out of CFL</li> <li>• Transfer and any conditions subject to consultation with the Crown Forest Licensee</li> <li>• Subject to process for redeeming Crown agreed proportion in paragraph 10 of schedule 3 to the CNI Trust Deed and Shareholders' Agreement</li> </ul> |
| Pukemoremore                | Up to 5 ha within Northern Boundary CFL | <ul style="list-style-type: none"> <li>• To be surveyed out of CFL</li> <li>• Transfer and any conditions subject to</li> </ul>   |

| Site                             | Description  | Specific conditions or encumbrances (known at the time of the AIP)  |
|----------------------------------|--|---|
|                                  |  | consultation with the Crown Forest Licensee <ul style="list-style-type: none"> <li>• Subject to process for redeeming Crown agreed proportion in paragraph 10 of schedule 3 to the CNI Trust Deed and Shareholders' Agreement</li> </ul>  |
| Ngatamawahine nohoanga           | Up to 2 ha along Ngatamawahine Stream within Headquarters, Totara or Northern Boundary CFL | <ul style="list-style-type: none"> <li>• To be surveyed out of CFL</li> <li>• Transfer and any conditions subject to consultation with the Crown Forest Licensee</li> <li>• Subject to process for redeeming Crown agreed proportion in paragraph 10 of schedule 3 to the CNI Trust Deed and Shareholders' Agreement</li> </ul> |
| Kaiwhatiwhati pā and battle site | Up to 5 ha within Northern Boundary CFL  | <ul style="list-style-type: none"> <li>• To be surveyed out of CFL</li> <li>• Transfer and any conditions subject to consultation with the Crown Forest Licensee</li> <li>• Subject to process for redeeming Crown agreed proportion in paragraph 10 of schedule 3 to the CNI Trust Deed and Shareholders' Agreement</li> </ul> |
| Ahiweka pā and wāhi tapu         | Up to 5 ha within Headquarters CFL   | <ul style="list-style-type: none"> <li>• To be surveyed out of CFL</li> <li>• Transfer and any</li> </ul>   |

| Site                              | Description                        | Specific conditions or encumbrances (known at the time of the AIP)  |
|-----------------------------------|------------------------------------|---|
|                                   |                                    | conditions subject to consultation with the Crown Forest Licensee <ul style="list-style-type: none"> <li>• Subject to process for redeeming Crown agreed proportion in paragraph 10 of schedule 3 to the CNI Trust Deed and Shareholders' Agreement</li> </ul>  |
| Ahiwhakamura kainga and pou rāhui | Up to 5 ha within Headquarters CFL | <ul style="list-style-type: none"> <li>• To be surveyed out of CFL</li> <li>• Transfer and any conditions subject to consultation with the Crown Forest Licensee</li> <li>• Subject to process for redeeming Crown agreed proportion in paragraph 10 of schedule 3 to the CNI Trust Deed and Shareholders' Agreement</li> </ul> |

*School sites*

- 32 The Deed of Settlement and the Settlement Legislation will provide for the fee simple estate in the sites set out in **Table 3** below to be vested in the Governance Entity on Settlement Date, subject to the specific conditions and encumbrances noted in **Table 3** and in paragraphs 37 to 40 below.
- 33 Each school site is to be vested on the condition that it is leased back to the Crown on similar terms as other school sites in recent Treaty settlements. In particular, the lease will relate to the land only and not any improvements on the land, will be set at market rent and will contain standard rent review procedures.

**Table 3: School sites**

| Site                                | Description  | Specific conditions or encumbrances (known at the time of the AIP)       |
|-------------------------------------|--|--|
| Murupara School                     | 2.8900 hectares, more or less, being Lot 1 DPS 5003  | To be discussed further following signing of this Agreement in Principle |
| Galatea School                      | 2.3051 hectares, more or less, being Sections 43, 44, 45, 46, 47, 48, 49 and 52 Galatea Township   | To be discussed further following signing of this Agreement in Principle |
| Te Kura Kaupapa Motuhake o Tawhiuau | 2.3065 hectares, more or less, being Part Section 18 Block XIII Galatea Survey District  | To be discussed further following signing of this Agreement in Principle |
| Rangitahi College                   | 8.3315 hectares, more or less, being Part Whirinaki 2, Part Whirinaki 1 No 2 F, Parts Whirinaki 1 No 2F2, Section 232 Block XIII Galatea Survey District, Whirinaki 1 No 2F1 and Closed Road | To be discussed further following signing of this Agreement in Principle |

*Te Tāpiri and Te Rake pā sites*

- 34 Without limiting paragraph 37(i), the Crown notes that it considers joint ownership is, or may be, appropriate in relation to Te Tāpiri and Te Rake pā sites.
- 35 The Crown offers to vest, if appropriate, the sites described in **Table 4** in joint ownership with other iwi that have interests in the sites, subject to the specific conditions and encumbrances noted in the table and paragraphs 37 to 40.

**Table 4: Te Tāpiri and Te Rake pā sites**

| Site         | Description  | Specific conditions or encumbrances (known at the time of the AIP)   |
|--------------|--|--|
| Te Tāpiri pā | Up to 2 ha of land administered by the Department of Conservation within the Whirinaki Forest Park | <ul style="list-style-type: none"> <li>• Statutory vesting in joint fee simple ownership to Ngāti Manawa and other iwi that have an interest in the site</li> <li>• Subject to a conservation covenant to</li> </ul> |

| Site       | Description  | Specific conditions or encumbrances (known at the time of the AIP)  |
|------------|--|---|
|            |  | maintain conservation values and continued public access  |
| Te Rake pā | Up to 5 ha of land administered by LINZ within Whirinaki CFL | <ul style="list-style-type: none"> <li>• Statutory vesting in joint fee simple ownership to Ngāti Manawa and other iwi that have an interest in the site</li> <li>• To be surveyed out of the CFL licence as wāhi tapu</li> <li>• Subject to consultation with the Crown Forest Licensee</li> </ul> |

*Other sites*

- 36 Appropriate redress, if any, in relation to Hinamoki pā and Okarea pā is to be discussed with other iwi that have an interest in these sites.

*Conditions for Cultural Redress Properties*

- 37 The vesting of the Cultural Redress Properties is subject to (where relevant):
- a further identification and survey of sites;
  - b confirmation that no prior offer back or other third party right, such as those under the Public Works Act 1981, exists in relation to the site and that any other statutory provisions that must be complied with before the site can be transferred are complied with;
  - c any specific conditions or encumbrances included in Tables 1, 2, 3, and 4;
  - d any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the site to be vested, either existing at the date the Deed of Settlement is signed, or which are advised in the disclosure information as being required to be created;
  - e the rights or obligations at the Settlement Date of third parties in relation to fixtures, structures or improvements;
  - f the creation of marginal strips where Part 4A of the Conservation Act 1987 so requires, except to the extent that the Crown and Ngāti

Manawa agree that section 24 of that Act (the reservation of marginal strips) does not apply;

- g sections 10 and 11 of the Crown Minerals Act 1991;
  - h any other specific provisions relating to Cultural Redress Properties that are included in the Deed of Settlement;
  - i the Crown confirming the nature and extent of overlapping interests to the sites and being satisfied that these interests have been appropriately safeguarded; and
  - j the preservation of existing public access rights.
- 38 Unless otherwise specified in the Deed of Settlement, the Governance Entity will be responsible for the maintenance of the Cultural Redress Properties, including any future pest control (including flora and fauna), fencing, interpretation material, required biosecurity responses, and removal of refuse if required.
- 39 The Governance Entity will also be responsible for any rates that become payable after vesting of the Cultural Redress Properties in the Governance Entity.
- 40 Following the signing of this Agreement in Principle, the Crown will prepare disclosure information in relation to each site, and will provide such information to Te Rūnanga o Ngāti Manawa. If any sites are unavailable for transfer for any of the reasons given in paragraph 37 above, subject to paragraph 31, the Crown has no obligation to substitute such sites with other sites but, in good faith, will consider alternative redress options.

*LINZ wāhi tapu sites to be returned to Ngāti Manawa*

- 41 In 1994 the Crown agreed to return the Kani Rangi Park papakainga and bird snaring area and the Post Office Hill papakainga and bird snaring area to Ngāti Manawa. These wāhi tapu sites, currently owned by LINZ, will be returned through the Deed of Settlement or in parallel with the settlement process. For the avoidance of doubt, these sites do not constitute cultural redress.
- 42 Following the Agreement in Principle, the Crown and Ngāti Manawa will discuss and clarify a number of matters concerning the sites referred to in paragraph 41 including the mechanism for returning the sites, legal descriptions and boundaries, any conditions or statutory processes that will apply to the transfer, any relevant encumbrances on the land and the potential for the restoration of the sites.

### **Additional Funding for Special Projects**

- 43 The Deed of Settlement will provide for the Crown to pay to the Governance Entity on Settlement Date \$2.5 million as a contribution towards special projects nominated by Ngāti Manawa and to cover the value of the properties identified in Table 3 that are to be vested in the Governance Entity on Settlement Date. Examples of such special projects may include:
- a implementation of a conservation plan and potential tourism development in relation to Te Ana a Maru (rock art site);
  - b development of a tribal archive; and
  - c development of Fort Galatea as an outdoor education facility.
- 44 For the avoidance of doubt, the amount to be paid to the Governance Entity on Settlement Date will be \$2.5 million less the value of the land identified in Table 3.

### **Statutory Acknowledgements**

- 45 The Deed of Settlement and the Settlement Legislation will provide for statutory acknowledgements to be made in relation to the following areas:
- a Pukehinau (pā): up to 5 ha within Whirinaki Forest Park; and
  - b Te Kohua (wāhi tapu and urupā): up to 5 ha within Whirinaki Forest Park.
- 46 The parties acknowledge that the Crown had previously offered to Ngāti Manawa three additional statutory acknowledgements over areas in the CNI Forests Land. These statutory acknowledgements are no longer available as the relevant areas will be transferred out of Crown ownership under the CNI Deed of Settlement. As a consequence, following the signing of this Agreement in Principle, the Crown and Ngāti Manawa will discuss the potential for alternative statutory acknowledgements.
- 47 Statutory acknowledgements provide for the Crown to acknowledge in the Settlement Legislation a statement by Ngāti Manawa of their cultural, spiritual, historical and traditional association with a particular area. They further provide for:
- a relevant consent authorities, the New Zealand Historic Places Trust and the Environment Court to have regard to the statutory acknowledgements for certain purposes;
  - b relevant consent authorities to forward to the Governance Entity summaries of resource consent applications for activities within, adjacent to, or impacting directly on, the area in relation to which a statutory acknowledgement has been made; and

- c the Governance Entity and any member of Ngāti Manawa to cite to consent authorities, the New Zealand Historic Places Trust and the Environment Court the statutory acknowledgement as evidence of the association of Ngāti Manawa with the area in relation to which the statutory acknowledgement has been made.
- 48 The statutory acknowledgement provided to the Governance Entity will, in substance, be provided on similar terms to those provided in previous Treaty settlements. In particular, the statutory acknowledgements:
- a will not affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; and
  - b will not prevent the Crown from providing a statutory acknowledgement to persons other than Ngāti Manawa or the Governance Entity with respect to the same area.

### **Deeds of Recognition**

- 49 The Deed of Settlement and the Settlement Legislation will provide for the Crown and the Governance Entity to enter into a deed of recognition in relation to the following areas:
- a Pukehinau (pā): up to 5 ha within Whirinaki Forest Park; and
  - b Te Kohua (wāhi tapu and urupā): up to 5 ha within Whirinaki Forest Park.
- 50 Deeds of recognition provide for the Governance Entity to be consulted on matters specified in the deed of recognition, and for regard to be had to its views.
- 51 The deed of recognition to be provided to Ngāti Manawa will, in substance, be provided on similar terms to those provided in previous Treaty settlements, and will not prevent the Crown from entering into a deed of recognition with persons other than Ngāti Manawa or the Governance Entity with respect to the same area, to the extent that such other deed is consistent with the deed of recognition to be provided to Ngāti Manawa.

### **Recognition of Relationship Redress**

- 52 The Deed of Settlement will provide for an acknowledgment by the Crown of the cultural, spiritual, historic and traditional association of Ngāti Manawa with pou rāhui sites in Crown ownership within the Area of Interest for which no other redress is provided.
- 53 The Crown's acknowledgement will include the placement of pouwhenua, plaques or a physical marking or presence of some sort at pou rāhui sites, where this is agreed between the parties. Any redress in respect of



pouwhenua will be subject to the Governance Entity maintaining responsibility for the pouwhenua.

- 54 Ngāti Manawa has presented an initial list of pou rāhui sites to the Crown. Following the signing of this Agreement in Principle, the Crown and Ngāti Manawa will discuss this initial list, and agree for inclusion in the Deed of Settlement the number and location of sites, the nature of the pou rāhui and their placement and any other relevant matters.
- 55 The recognition by the Crown of Ngāti Manawa's relationship with a pou rāhui site is not intended to be an endorsement of an exclusive boundary for Ngāti Manawa in relation to that site, and will not prevent the Crown from offering redress to other iwi over the site.

### **Place Name Changes**

- 56 The Crown and Ngāti Manawa will discuss, for inclusion in the Deed of Settlement, changing the place name Lake Aniwhenua to Lake Aniwhaniwa, in consultation with the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa and in accordance with the functions and practices of that Board.
- 57 The Crown and Ngāti Manawa will discuss for inclusion in the Deed of Settlement the restoration of original Māori names to places of particular significance to Ngāti Manawa, and assigning dual Māori and English names, where appropriate, and in accordance with the functions and practices of the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa.

### **River-Related Redress**

#### *River Statutory Acknowledgements and Deeds of Recognition*

- 58 The Deed of Settlement and the Settlement Legislation will provide for statutory acknowledgements and deeds of recognition to be made in relation to the following rivers within the Area of Interest:
- a the Rangitaiki River; and
  - b the Whirinaki River, the Horomanga River and the Wheao River.
- 59 The river statutory acknowledgements and deeds of recognition will be non-exclusive and relate only to those Crown-owned portions of the riverbeds.
- 60 The river statutory acknowledgements and deeds of recognition provided to the Governance Entity will, in substance, be on similar terms to those provided in previous Treaty settlements. In particular, they will:
- a in the case of the statutory acknowledgements, provide for those matters referred to in paragraphs 47 and 48;

- b in the case of the deeds of recognition, provide for those matters referred to in paragraphs 50 and 51;
  - c not affect the lawful rights or interests of a person who is not a party to the Deed of Settlement; and
  - d not include:
    - i a part of the bed of the waterway that is not owned by the Crown; or
    - ii land that the waters of the waterway do not cover at its fullest flow without overlapping its banks; or
    - iii an artificial watercourse; or
    - iv a tributary flowing into the waterway.
- 61 The Crown making river statutory acknowledgements and entering into river deeds of recognition with the Governance Entity will not prevent the Crown from providing such redress, or providing other redress (to the extent that it is consistent with the deed of recognition) to persons other than Ngāti Manawa or the Governance Entity with respect to the same area. The Crown shall give Ngāti Manawa written notice before it enters into any Agreement in Principle to provide any redress over the same area. The Crown shall also use its best endeavours to keep Ngāti Manawa informed of any substantial developments in other negotiations over the same area, where the Crown is able to provide such information and the Crown considers it appropriate in the circumstances.

#### *Input in the management of the Rivers*

- 62 The Deed of Settlement will record that the Crown will meet with Environment Bay of Plenty Regional Council with a view to facilitating and enhancing Ngāti Manawa's relationship with that council, and their input (and possibly that of other iwi) into the management of the rivers in the Area of Interest.
- 63 The Deed of Settlement will record that the Crown and Ngāti Manawa will meet with Environment Bay of Plenty Regional Council and the relevant power companies (Trust Power and Bay of Plenty Electricity) in relation to the resource consent for dams over the Rangitaiki River, with a view to facilitating better protection in relation to tuna passage and the impacts of dams on the tuna population.

#### *Rangitaiki River*

- 64 The rivers and waterways of Ngāti Manawa's rohe are taonga of and a key aspect of the spiritual, physical, cultural and economic wellbeing of the iwi. It is Ngāti Manawa's aspiration to explore with the Crown and develop, after the Agreement in Principle, redress to establish a suitable regime to

allow Ngāti Manawa to have input into the management of the rivers and waterways, to improve the integrated management of those waters and to seek to improve the health and best use of those waters.

- 65 The Crown confirms it is committed to working with Ngāti Manawa to achieve a solution in relation to the Rangitaiki River comparable to those agreed in relation to the Waikato River and its catchments, subject to the active and willing participation of other iwi, relevant central government agencies and local authorities, and any other relevant groups with interests in the Rangitaiki River.

#### *Fisheries Advisory Committees*

- 66 The Deed of Settlement will provide for the Minister of Conservation and the Minister of Fisheries to appoint the Ngāti Manawa Governance Entity as an advisory committee to provide advice in relation to fisheries matters in their Area of Interest.

#### *Right of First Refusal over certain species that have yet to be introduced into the Quota Management System*

- 67 The Crown will explore with Ngāti Manawa a right of first refusal over surplus Crown quota for the following freshwater fish species should they ever be introduced into the Quota Management System ("QMS"): koura, kakahi, kōkopu, raumahi and titarakura.
- 68 Any right of first refusal would be:
- a subject to changes in the management jurisdiction over freshwater fisheries, which is currently under review;
  - b subject to that species being managed under the Fisheries Act 1996 (rather than the Conservation Act 1987) and to that species being introduced to the QMS; and
  - c on similar terms and conditions to those provided in previous Treaty settlements, subject to further discussions about how any such quota would be allocated.

#### **Relationships with Crown Agencies**

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

- 69 The Deed of Settlement will provide that, following the Settlement Date, the Ministry for the Environment will meet with the Governance Entity annually (or as otherwise mutually agreed), to discuss the performance of local government in implementing the Te Tiriti o Waitangi/the Treaty of Waitangi provisions of the Resource Management Act 1991 and other resource management issues within the Area of Interest.

### *Protocols*

- 70 A protocol is a statement issued by a Minister of the Crown setting out how a particular government agency intends to:
- a exercise its functions, powers and duties in relation to specified matters within its control in the claimant group's protocol area; and
  - b consult and interact with the claimant group on a continuing basis and enable that group to have input into its decision-making processes.
- 71 The Deed of Settlement and the Settlement Legislation will provide for the following Ministers to issue protocols to the Governance Entity:
- a the Minister of Conservation;
  - b the Minister of Fisheries;
  - c the Minister of Energy; and
  - d the Minister for Arts, Culture and Heritage.
- 72 Following the signing of this Agreement in Principle, the content of the protocols will be drafted and agreed between the parties for inclusion in the Deed of Settlement. The protocols will be, in substance, on the same terms as those provided in previous Treaty settlements. All protocols will be developed to comply with the applicable legislation. In each case, the protocol areas will be a defined area (to be agreed between the parties) within the Area of Interest. The matters that each of the protocols may cover are set out below.

### *Conservation Protocol*

- 73 The Conservation Protocol may cover matters such as:
- a acknowledgement of Ngāti Manawa's traditional association with taonga species;
  - b input into business planning and conservation management at the area office level, including the effect of any future changes in the management of Tawhiuau;
  - c identification of special projects which, with the consent of the Department of Conservation, could be included in the Department's business planning process and allocated the Department's resources to carry out such projects;
  - d access to, and the use of, cultural materials gathered from public conservation land for traditional purposes;
  - e the management and protection of cultural and historic heritage sites, including wāhi tapu and wāhi taonga, and other places of historical

- and cultural significance to Ngāti Manawa on public conservation land;
- f visitor and public information, in particular, opportunities for input into visitor appreciation;
  - g input by the Governance Entity into the Department of Conservation's species management work;
  - h co-operation on freshwater fisheries, including discussions on fishery habitat and consultation on the introduction of new fishery species, should this occur;
  - i consultation on the Department of Conservation's pest control operations;
  - j co-operation on advocacy under the Resource Management Act 1991;
  - k consultation with the Governance Entity when considering concession applications including on conditions for protection of wāhi tapu and taonga;
  - l participation by the Governance Entity in any name changes instituted by the Department of Conservation;
  - m confidentiality mechanisms for the protection of culturally sensitive information; and
  - n advice from, and the potential participation of, the Department of Conservation in the ongoing management of Te Ana a Maru.

#### *Fisheries Protocol*

- 74 The Fisheries Protocol may cover matters such as:
- a recognition of the interests of Ngāti Manawa in taonga fish species and aquatic life;
  - b development of sustainability measures, fisheries regulations and fisheries plans;
  - c consultation on the safeguarding and protection of Ngāti Manawa's customary interests in specified customary or taonga species should these species become commercially viable in Ngāti Manawa's Area of Interest;
  - d management of customary non-commercial fisheries;
  - e consideration of the prohibition of particular fishing methods or temporary closures;
  - f discussions in relation to the taking of undersize tuna (eel);

- g consultation on secondary transfer of fish species;
- h consideration of measures that could provide for the non-commercial use and management of fisheries resources by Ngāti Manawa;
- i research planning;
- j consultation on the Ministry of Fisheries annual business plan;
- k co-operation on advocacy under the Resource Management Act 1991 in relation to tuna passage;
- l consultation on contracting for services; and
- m consultation on employment of staff with non-commercial fisheries responsibilities.

#### *Petroleum and Minerals Protocol*

- 75 The Petroleum and Minerals Protocol may cover consultation by the Ministry of Economic Development with Ngāti Manawa on the administration of Crown-owned petroleum, coal and other minerals under the Crown Minerals Act 1991, within Ngāti Manawa's Area of Interest; in particular, consultation on minerals programmes, permit block offers and permit applications for petroleum, coal and other minerals.
- 76 If the Ministry of Economic Development consults with Maori generally, Ngāti Manawa shall be consulted on the policy development or any proposed legislative amendment to the Crown Minerals Act 1991 which impacts upon the protocol.

#### *Taonga Tūturu Protocol*

- 77 The Taonga Tūturu Protocol may cover matters such as:
  - a newly found taonga tūturu;
  - b the export of taonga tūturu; and
  - c the Protected Objects Act 1975 and any amendment or substitution thereof.

#### *Letters of Introduction*

- 78 Outside the Deed of Settlement, the Minister in Charge of Treaty of Waitangi Negotiations will write letters of introduction to Ministers responsible for specific government agencies working within Ngāti Manawa's Area of Interest. The purpose of the letters will be to introduce the Governance Entity to the agency and to outline the nature of Ngāti Manawa's interest in the work that the agency undertakes.
- 79 The Minister in Charge of Treaty of Waitangi Negotiations will also write letters of introduction to the entities listed below, encouraging those

entities to enter into a formal relationship with Ngāti Manawa (for example through a Memorandum of Understanding):

- a the Rotorua District Council;
- b the Whakatane District Council;
- c the Taupo District Council;
- d Environment Bay of Plenty, Environment Waikato and the Hawkes Bay Regional Council;
- e the Bay of Plenty Conservation Board and East Coast/Hawkes Bay Conservation Board; and
- f the Eastern Fish and Game Council and the Hawkes Bay Fish and Game Council.

*Other Protocols and Relationship Instruments*

- 80 Following the signing of this Agreement in Principle, Ngāti Manawa and the Crown will discuss the potential for additional protocols or other relationship instruments concerning other agencies.

## Financial and Commercial Redress

- 81 Ngāti Manawa has entered into the CNI Deed of Settlement with the Crown and other Central North Island iwi and hapū with interests in CNI Forests Land. The Crown and Ngāti Manawa agree that:
- a the CNI Deed of Settlement includes provision for financial and commercial redress for Ngāti Manawa;
  - b on that basis, the Deed of Settlement will not provide for any further financial or commercial redress over the CNI Forests Land, as Ngāti Manawa's financial and commercial interests in that land have been addressed through the CNI Deed of Settlement; and
  - c as the historical claims of Ngāti Manawa will be settled by the Deed of Settlement and the CNI Deed of Settlement, and much of the redress is effected by the CNI Deed of Settlement, the Deed of Settlement will not become unconditional until the legislation giving effect to the CNI Deed of Settlement comes into force.

## Overview

- 82 The Deed of Settlement and the Settlement Legislation will provide for:
- a the Crown to transfer selected Commercial Redress Properties to the Governance Entity on the Settlement Date;
  - b a right of first refusal over certain specified properties; and
  - c any other commercial redress agreed between the parties under the process identified in paragraph 84.

## Commercial Redress Properties

- 83 Te Rūnanga o Ngāti Manawa will have the option to purchase the Commercial Redress Properties identified in **Attachment 2**, for transfer to the Governance Entity on the Settlement Date.
- 84 Following the signing of this Agreement in Principle, the Crown and Te Rūnanga o Ngāti Manawa will explore the possibility of additional commercial redress being provided to Ngāti Manawa in respect of non-Crown forest licensed land for inclusion in the Deed of Settlement, including through mechanisms such as deferred selection, sale and leaseback, right of first refusal, purchase for transfer on settlement date or other appropriate mechanisms.
- 85 The Transfer Value of the Commercial Redress Properties will be at a fair market value determined in accordance with a valuation process in a similar form to that set out in **Attachment 3**.



### Conditions for Commercial Redress Properties

- 86 The transfer of the Commercial Redress Properties will be subject to (where relevant):
- a the consent of the relevant Crown agency;
  - b confirmation that no prior offer back or other third party rights and obligations, such as those under the Public Works Act 1981, exist in relation to the property and that any other statutory provisions that must be complied with before the property can be transferred are complied with;
  - c any express provisions relating to specified properties that are included in the Deed of Settlement;
  - d standard terms of transfer and specific terms of transfer applicable to the specified property;
  - e any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the property to be transferred, either existing at the date the Deed of Settlement is signed, or which are advised in the disclosure information to be provided to Te Rūnanga o Ngāti Manawa as being required to be created;
  - f the creation of marginal strips where Part 4A of the Conservation Act 1987 so requires, except as expressly provided;
  - g sections 10 and 11 of the Crown Minerals Act 1991; and
  - h the Crown confirming the nature and extent of overlapping claims to the properties, and the Crown being satisfied that these interests have been appropriately safeguarded.
- 87 Following the signing of this Agreement in Principle, the Crown will confirm whether any Commercial Redress Properties will be unavailable for transfer to the Governance Entity under paragraph 86 above. The Crown will then prepare disclosure information in relation to each property that is available for transfer to the Governance Entity and will provide such information to Te Rūnanga o Ngāti Manawa. If any properties are unavailable for transfer for the reasons given in paragraph 86 above, the Crown has no obligation to substitute such properties with other properties but, in good faith, will consider alternative redress options.

### Rights of First Refusal

- 88 The Deed of Settlement will provide the Governance Entity with a right of first refusal over the properties identified in **Attachment 4**. The right of first refusal will have immediate effect from the Settlement Date, will be on similar terms and conditions as recent Treaty settlements, and will be for a period of at least 50 years from the Settlement Date. Following the signing of this Agreement in Principle, the parties will discuss the potential for the right of first refusal to apply for a period longer than 50 years.

## Other Issues

### Claimant Definition

- 89 The Deed of Settlement will specify who is covered by the settlement, that is, whose claims are being settled and therefore who can benefit from the settlement.
- 90 The claimant group, Ngāti Manawa, comprises those persons who descend from the founding ancestors:
- a Apa Hapaitaketake ki Ngāti Manawa; and
  - b Tangiharuru's unions with:
    - i Takuate; or
    - ii Kuranui; or
    - iii Kuraroa; or
    - iv Kuraiti.
- 91 The claimant group Ngāti Manawa also includes any person who is a member of any Ngāti Manawa hapū or whānau including Ngāti Koro, Ngāti Hui and Ngāi Tokowaru.
- 92 The detail of the definition of Ngāti Manawa will be developed further over the course of the negotiations for inclusion in the Deed of Settlement and will use a format similar to that used for recent Treaty settlements.
- 93 The Deed of Settlement will also define key terms within this definition.

### Scope of Settlement

- 94 The Deed of Settlement will settle all the Historical Claims of Ngāti Manawa.
- 95 **Historical Claims** means every claim made by Ngāti Manawa (in accordance with the definition in paragraphs 90 and 91 above) or by a representative entity of Ngāti Manawa:
- a wherever the claim occurs, including any claims relating to matters outside the Area of Interest;
  - b whether or not the claim has arisen or been considered, researched, registered, or notified;
  - c whenever the claim is made (either before, on, or after Settlement Date):

that:

- i is founded on a right arising from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles, under legislation, at common law (including aboriginal title or customary law), from a fiduciary duty or otherwise; and
- ii arises from or relates to acts or omissions before 21 September 1992:
  - A by or on behalf of the Crown; or
  - B by or under any legislation; and
- iii accordingly includes (without limiting the general wording of paragraphs 95(a) and 95(b)):
  - A every claim to the Waitangi Tribunal that relates specifically to Ngāti Manawa, including:
    - Wai 257 (Rangitaiki Plains claim);
  - B all other claims to the Waitangi Tribunal, insofar as they relate to Ngāti Manawa, including:
    - Wai 212 (Ika Whenua lands and waterways claim);
    - Wai 350 (Māori Development Corporation claim)
    - Wai 439 (Civil Legal Aid claim)
    - Wai 724 (Murupara Section and Rating Powers Act 1988)
    - Wai 787 (Atiamuri ki Kaingaroa (Simon))
    - Wai 791 (Volcanic Interior Plateau)
    - Wai 823 (Karatia 3B2B2 Block, Kaingaroa); and
  - C all claims, insofar as they relate to Ngāti Manawa, that were subject of findings and recommendations by the Waitangi Tribunal in the *Te Ika Whenua Energy Assets Report 1993* and *Te Ika Whenua Rivers Report 1998*.

96 The definition of **Historical Claims** does not include:

- a any claim that a member of Ngāti Manawa, or a whānau, hapū or group referred to in paragraphs 90 or 91, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not an ancestor of Ngāti Manawa hapū; and
- b any claim that a representative entity may have to the extent that such claim is, or is based on, a claim referred to in paragraph 96(a).

- 97 The format for the definition of Historical Claims will be discussed in the process of finalising the Deed of Settlement and will use a format similar to that used for recent Treaty settlements.

### **Proposed Terms of the Deed of Settlement**

#### *Acknowledgements concerning the settlement and the redress*

- 98 The Crown and Ngāti Manawa will acknowledge in the Deed of Settlement that:
- a the settlement represents the result of intensive negotiations conducted in good faith and in the spirit of co-operation and compromise;
  - b it is not possible to compensate Ngāti Manawa fully for all the loss and prejudice suffered; and
  - c taking all matters into consideration (some of which are specified in this paragraph) the settlement is fair in the circumstances.

#### *Acknowledgements concerning the settlement and its finality*

- 99 Ngāti Manawa and the Crown will acknowledge (amongst other things) in the Deed of Settlement that the settlement of the Historical Claims:
- a is intended to enhance the ongoing relationship between the Crown and Ngāti Manawa (both in terms of Te Tiriti o Waitangi/the Treaty of Waitangi and otherwise);
  - b will prevent any member of Ngāti Manawa (or any representative entity of Ngāti Manawa) from pursuing claims against the Crown (including claims based on Te Tiriti o Waitangi/the Treaty of Waitangi or its principles, or based on legislation, common law (including aboriginal title or customary law), a fiduciary duty or otherwise) if such claims come within the definition of Historical Claims;
  - c except as expressly provided in the Deed of Settlement, will not limit any rights or powers the Crown or Ngāti Manawa might have arising from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles, legislation, common law (including aboriginal title and customary law), fiduciary duty or otherwise;
  - d does not extinguish any aboriginal title, or customary rights, that Ngāti Manawa may have;
  - e does not imply an acknowledgement by the Crown that aboriginal title, or any customary rights, exist; and
  - f is not intended to affect any actions or decisions under:
    - i the deed of settlement between Maori and the Crown dated 23 September 1992 in relation to Maori fishing claims;

- ii the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;
  - iii the Maori Fisheries Act 2004;
  - iv the Maori Commercial Aquaculture Claims Settlement Act 2004;  
or
  - v the Fisheries Act 1996.
- 100 Ngāti Manawa will acknowledge and agree (amongst other things) in the Deed of Settlement, and the Settlement Legislation will provide that, with effect from the Settlement Date:
- a the Historical Claims are settled;
  - b the settlement of the Historical Claims is final;
  - c the Crown is released and discharged from any obligations, liabilities and duties in respect of the Historical Claims;
  - d the Courts, the Waitangi Tribunal and any other judicial body or tribunal do not have jurisdiction (including the jurisdiction to inquire into or to make a finding or recommendation) in respect of:
    - i the Historical Claims;
    - ii the Deed of Settlement;
    - iii the redress provided to Ngāti Manawa and the Governance Entity in the settlement; and
    - iv the Settlement Legislation,  
(except for in respect of the interpretation and enforcement of the Deed of Settlement and the Settlement Legislation); and
  - e any proceedings in relation to the Historical Claims will be discontinued.
- 101 The Deed of Settlement will provide for Ngāti Manawa to acknowledge and agree the following:
- a the Crown has acted honourably and reasonably in respect to the settlement;
  - b it is intended that the settlement is for the benefit of Ngāti Manawa and may be for the benefit of particular individuals or any particular iwi, hapū, or group of individuals as is determined appropriate between Te Rūnanga o Ngāti Manawa and the Crown;
  - c the settlement is binding on Ngāti Manawa and the Governance Entity (and any representative entity of Ngāti Manawa).

*Removal of statutory protections and termination of landbanking arrangements*

- 102 The Deed of Settlement will provide for Ngāti Manawa acknowledging and agreeing the following:
- a the Settlement Legislation will provide that the following legislation does not apply to the Cultural Redress Properties or the Commercial Redress Properties, namely:
    - i Sections 8A-8HJ of the Treaty of Waitangi Act 1975;
    - ii Sections 27A to 27C of the State Owned Enterprises Act 1986;
    - iii Sections 211 to 213 of the Education Act 1989;
    - iv Part III of the Crown Forests Assets Act 1989; and
    - v Part III of the New Zealand Railways Corporation Restructuring Act 1990;
  - b the Settlement Legislation will provide for the removal of all resumptive memorials from the Cultural Redress Properties and the Commercial Redress Properties;
  - c the landbank arrangements in relation to Ngāti Manawa will cease;
  - d that neither Ngāti Manawa nor any representative entity of Ngāti Manawa have, from the Settlement Date, the benefit of the legislation referred to in paragraph 102(a) above in relation to land outside the Area of Interest; and
  - e that neither Ngāti Manawa nor any representative entity of Ngāti Manawa will object to the removal by legislation of the application of the legislation referred to in paragraph 102(a) above in relation to any land outside the Area of Interest, or to the removal of memorials with respect to such land.

**Conditions**

- 103 The Deed of Settlement will be subject to the following conditions:

*Overlapping Interests*

- a the Crown confirming that overlapping interests from other tribal groups in relation to any part of the settlement redress have been addressed to the satisfaction of the Crown in respect of that item of redress;

*Cabinet agreement*

- b Cabinet agreeing to the settlement and the redress to be provided to Ngāti Manawa;

### *Ratification*

- c Te Rūnanga o Ngāti Manawa obtaining, before the Deed of Settlement is signed, a mandate from the members of Ngāti Manawa (through a process agreed by Te Rūnanga o Ngāti Manawa and the Crown) authorising them to:
  - i enter into the Deed of Settlement on behalf of Ngāti Manawa; and
  - ii in particular, settle the Historical Claims on the terms provided in the Deed of Settlement;

### *Governance Entity*

- d the establishment of an entity (the "Governance Entity"), prior to the introduction of Settlement Legislation that the Crown is satisfied:
  - i is an appropriate entity to which the Crown will provide the settlement redress;
  - ii has a structure that provides for:
    - A representation of Ngāti Manawa;
    - B transparent decision-making and dispute resolution processes; and
    - C full accountability to Ngāti Manawa; and
  - iii has been ratified by the members of Ngāti Manawa (through a process agreed by Te Rūnanga o Ngāti Manawa and the Crown) as an appropriate entity to receive the settlement redress; and
- e the Governance Entity signing a Deed of Covenant to provide for it, among other things, to be bound by the terms of the Deed of Settlement.

### *Settlement Legislation*

- 104 This Agreement in Principle and the Deed of Settlement will be subject to:
- a the passing of Settlement Legislation to give effect to parts of the settlement;
  - b Ngāti Manawa supporting the passage of Settlement Legislation; and
  - c the coming into force of legislation to give effect to the CNI Deed of Settlement.
- 105 The Crown will propose Settlement Legislation for introduction into the House of Representatives only after the Governance Entity has been established and ratified and has signed a Deed of Covenant.

- 106 The Crown will ensure that Te Rūnanga o Ngāti Manawa or the Governance Entity has appropriate participation in the process of drafting the Settlement Legislation and such drafting will commence once the Deed of Settlement has been signed.

### **Taxation**

- 107 The Deed of Settlement will also include the following taxation matters:
- a subject to obtaining the consent of the Minister of Finance, the Governance Entity will be indemnified by the Crown against income tax and Goods and Services Tax (GST) arising from the transferring, crediting or payment of Financial and Commercial Redress by the Crown to the Governance Entity;
  - b this indemnity does not extend to any tax liability arising in connection with the acquisition of property by the Governance Entity after Settlement Date, whether it uses its own funds or uses the Financial and Commercial Redress for such acquisition;
  - c subject to obtaining the consent of the Minister of Finance, the Governance Entity will also be indemnified by the Crown against income tax, GST and gift duty arising from the transfer of Cultural Redress by the Crown to the Governance Entity; and
  - d neither the Governance Entity nor any other person shall claim a GST input credit or tax deduction in respect of any Cultural Redress or Financial and Commercial Redress provided by the Crown to the Governance Entity.

### **Interest**

- 108 The Deed of Settlement will provide for the Crown to pay the Governance Entity interest on the principal amount of \$12.2 million, being the value of Ngāti Manawa's initial agreed proportion as defined in the CNI Deed of Settlement, from (and including) the date of the CNI Deed of Settlement to (but excluding) Settlement Date.
- 109 Interest under paragraph 108 will:
- a be at the Official Cash Rate calculated on a daily basis;
  - b not compound;
  - c be paid to the Governance Entity on the Settlement Date; and
  - d be subject to normal taxation law.



- 110 The Crown agrees to revisit the treatment of interest set out in paragraph 108 if current Crown policy in relation to the payment of interest to parties to the CNI Deed of Settlement changes prior to signing of the Deed of Settlement.
- 111 For the avoidance of doubt, the figure identified in paragraph 108 is an initial agreed proportion only, and does not reflect the proportion of the CNI forest land that Ngāti Manawa expects to be allocated under the mana whenua allocation process, as set out in the CNI Deed of Settlement and the settlement legislation giving effect to that Deed.

## Definitions

112 Key terms used in this Agreement in Principle are defined as follows:

**Area of Interest** means the area shown in **Attachment 1**.

**CNI Deed of Settlement** means the Deed of Settlement signed by the Crown and the CNI (Central North Island) Forests Iwi Collective on 25 June 2008.

**CNI Forests Land** has the meaning given to it in clause 13.3 of the CNI Deed of Settlement.

**Commercial Redress Properties** means those properties referred to in paragraphs 83 and 84 (if any).

**Crown:**

- a means the Sovereign in right of New Zealand; and
- b includes all Ministers of the Crown and all Departments; but
- c does not include:
  - i an Office of Parliament;
  - ii a Crown Entity; or
  - iii a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

**Cultural Redress** means the redress offered for the settlement of the Historical Claims as set out in paragraphs 21 to 80.

**Cultural Redress Properties** means those properties referred to in Tables 1, 2, 3 and 4, and shall include any alternative site as provided in paragraph 31.

**Deed of Settlement** means the deed of settlement to be entered into between the Crown and Ngāti Manawa in accordance with paragraph 7.

**Financial and Commercial Redress** means the redress offered for the settlement of the Historical Claims as set out in paragraphs 81 to 88.

**Governance Entity** means an entity established in accordance with paragraph 103(d).

**Historical Claims** has the meaning set out in paragraphs 95 and 96.

**Ngāti Manawa** means the collective group, and groups and individuals, to be defined in the Deed of Settlement in accordance with paragraphs 90 and 91.

**Settlement Date** means the date that is 20 business days after the date the Settlement Legislation comes into force, being the date on which the settlement redress is to be transferred to the Governance Entity.

**Settlement Legislation** means the Bill or Act, if the Bill is passed, to give effect to the Deed of Settlement.

**Te Rūnanga o Ngāti Manawa** means the mandated body recognised to represent Ngāti Manawa in negotiations with the Crown.

**Transfer Value** means the amount referred to as such, and determined by, the processes set out in **Attachment 3** as relevant.

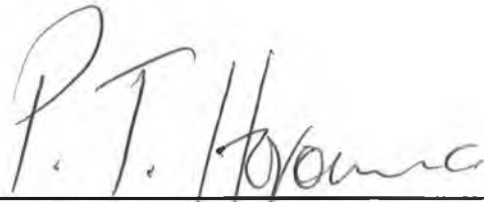
SIGNED this 18<sup>th</sup> day of September 2008

For and on behalf of the Crown:



---

Hon Dr Michael Cullen  
Minister in Charge of Treaty of Waitangi Negotiations



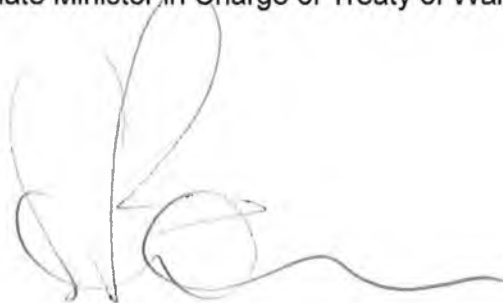
---

Hon Parekura Horomia  
Minister of Māori Affairs



---

Hon Mita Rinui  
Associate Minister in Charge of Treaty of Waitangi Negotiations



---

Hon Shane Jones  
Associate Minister in Charge of Treaty of Waitangi Negotiations

For and on behalf of Te Rūnanga o Ngāti Manawa:



William Bird  
Trustee



Maurice Toetoe  
Trustee



Denise Howden  
Trustee



Ema Kalman  
Trustee

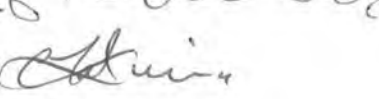
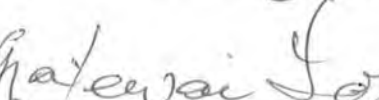
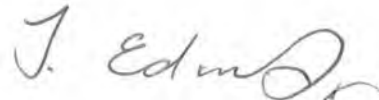
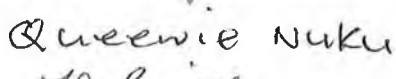
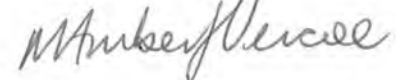
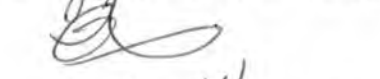
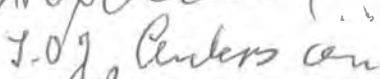


Hiraani Stafford  
Trustee



Robert Jenner  
Trustee

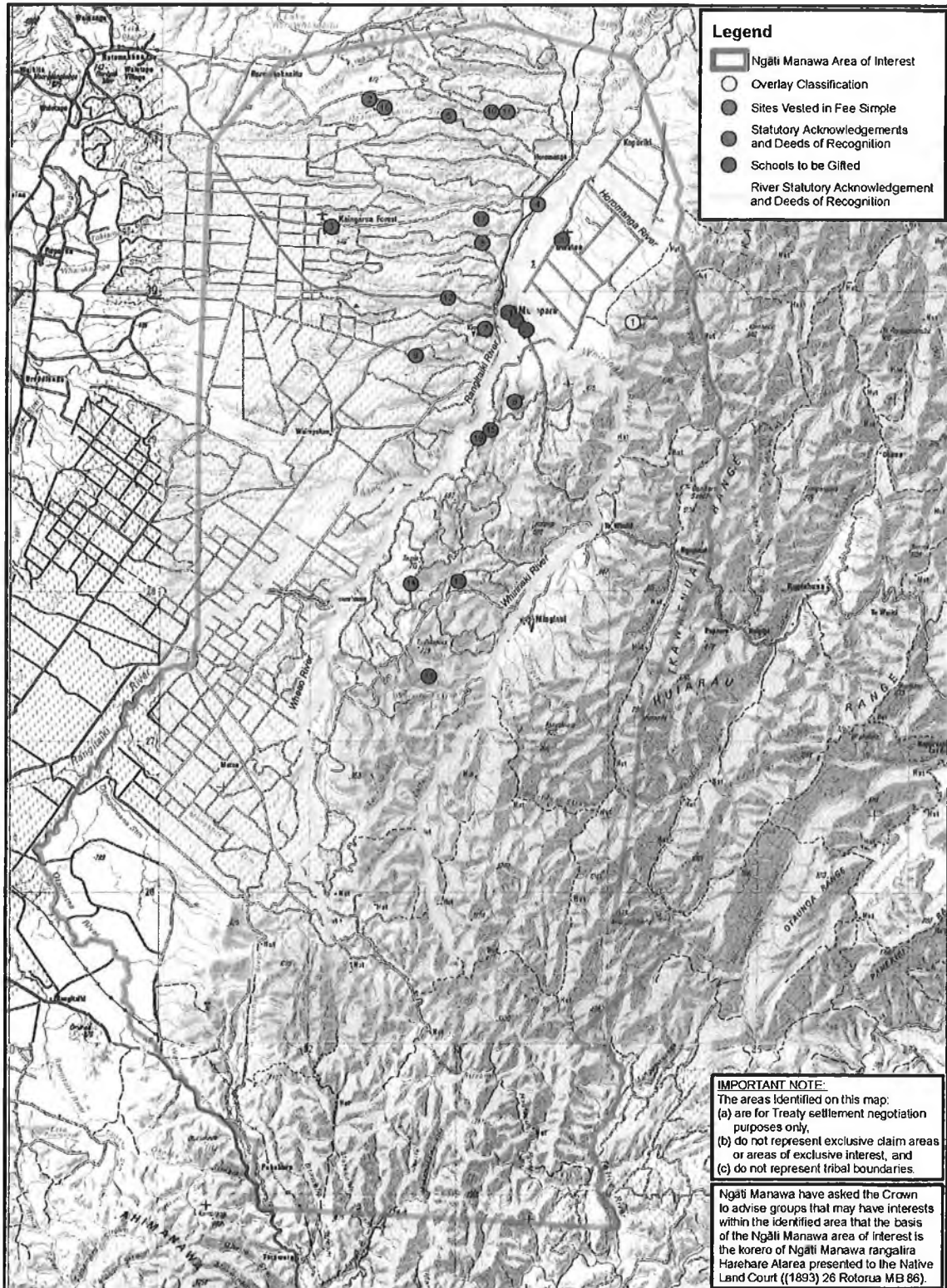
**WITNESSES:**



**WITNESSES (Continued)**

# Attachment 1

## Overview Map



16th September 2008

## Cultural Redress Offer to Ngāti Manawa

### Key to Notations on Overview Map

| ID | NAME                                |
|----|-------------------------------------|
| 1  | Tawhiuau                            |
| 2  | Ahiweka                             |
| 3  | Ahiwhakamura                        |
| 4  | Fort Galatea                        |
| 5  | Kaiwhatiwhati                       |
| 6  | Kakarahonui                         |
| 7  | Kiorenui                            |
| 8  | Oruatewehi                          |
| 9  | Pekepeke                            |
| 10 | Pukemoremore                        |
| 11 | Puketapu                            |
| 12 | Te Ana a Maru                       |
| 13 | Te Rake                             |
| 14 | Te Tapiri                           |
| 15 | Tututarata                          |
| 16 | Ngatamawahine                       |
| 17 | Motumako                            |
| 18 | Pukehinau                           |
| 19 | Te Kohua                            |
| 20 | Galatea School                      |
| 21 | Murupara School                     |
| 22 | Te Kura Kaupapa Motuhake o Tawhiuau |
| 23 | Rangitahi College                   |



## Attachment 2

### Commercial Redress Properties

| Site                       | Legal Description  | Department involved          | Specific conditions or encumbrances (known at the time of the AIP)  |
|----------------------------|--|------------------------------|---|
| 10A Nikau Street, Murupara | Flat 2, Carport 2 and Shed 2 on DPS 69542 being a half share in the fee simple of 830 square metres, more or less being Section 135 Block XIII Galatea Survey District. Computer freehold Register SA56A/481 | Office of Treaty Settlements | <ul style="list-style-type: none"> <li>To be discussed further following signing of this Agreement in Principle</li> </ul>  |
| Kopuriki Road, Murupara    | 1.7550 hectares, more or less, being Lot 1 DPS 62276   | Office of Treaty Settlements | <ul style="list-style-type: none"> <li>To be discussed further following signing of this Agreement in Principle</li> <li>Subject to appropriate arrangements regarding improvements (which are not available as they are owned by the lessees)</li> </ul> |
| 7 Kowhai Avenue, Murupara  | 696 square metres, more or less, being Lot 59 DPS 9398   | Office of Treaty Settlements | <ul style="list-style-type: none"> <li>To be discussed further following signing of this Agreement in Principle</li> </ul>  |
| 7 Ngaio Place, Murupara    | 739 square metres, more or less, being Section 110 Block XIII Galatea Survey District  | Office of Treaty Settlements | <ul style="list-style-type: none"> <li>To be discussed further following signing of this Agreement in Principle</li> </ul>  |

## Attachment 3

### Valuation Process for Commercial Redress Properties

#### High Value Properties i.e. those with an estimated value over \$300,000

- 1 The Crown and the claimants each commission a registered valuer (at their own cost);
- 2 Each party obtains a market valuation based on agreed instructions to valuers, which is then exchanged with the other party;
- 3 If the valuations differ, the parties are required to enter into discussion, with the aim of agreeing a transfer value;
- 4 If the parties are unable to reach an agreed transfer value, the parties will refer the matter to arbitration (process under the Arbitration Act 1996), which will be binding on both parties, for determination of fair market value; and
- 5 Each party is responsible for their own costs, and half of the cost of any arbitration process.

#### Low value properties i.e. those with an estimated value less than \$300,000

- 6 The Crown and the claimants jointly commission a registered valuer;
- 7 The valuer is instructed to prepare a market valuation based on agreed instructions to valuers which is binding on both parties; and
- 8 Each party is responsible for half the cost of the valuer.

#### General

- 9 All valuations will be based on:
  - a instructions to valuers;
  - b the due diligence information provided by the vendor agency;
  - c the standard terms and conditions for transfer of commercial properties that will be attached to the Agreement in Principle;
  - d all existing leases, licences and other encumbrances disclosed by the Crown;
  - e all leases, licences, and other encumbrances proposed for the Deed of Settlement; and
  - f a practical valuation date agreed by the parties.

## Attachment 4

### Right of First Refusal Properties

| Site                               | Department involved          | Description  |
|------------------------------------|------------------------------|--|
| Police House, Murupara             | New Zealand Police           | 814 square metres, more or less, being Lot 3 DPS 9398  |
| Murupara Police Station            | New Zealand Police           | Lots 120 and 123 DPS 9398, Lot 146 DPS 4889, Sections 243 and 244 Block XIII Galatea Survey District |
| Property in Horomanga (ID 11013)   | Land Information New Zealand | 5881 square metres, approximately, being Part Section 7 Block V Galatea Survey District              |
| Property in Galatea (ID 16475)     | Land Information New Zealand | 812 square metres, approximately, being Part Section 11 Block IX Galatea Survey District             |
| Property in Murupara (ID 15836)    | Land Information New Zealand | 1829 square metres, approximately, being Part Whirinaki No 1 Section 2C Block                        |
| Property in Galatea (ID 16283)     | Land Information New Zealand | 3.885 hectares, approximately, being Part Section 77 and 78 Galatea Survey District                  |
| Property in Rerewhakitū (ID 16938) | Land Information New Zealand | Part Run 54 Block III Kaingaroa Survey District  |