

**WHAKATŌHEA PRE-SETTLEMENT CLAIMS TRUST**

**and**

**THE CROWN**

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**AGREEMENT IN PRINCIPLE  
TO SETTLE  
HISTORICAL CLAIMS**

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**18 August 2017**

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He pā nō Ngāti Ngahere. Ko te whakamāoritanga mai o Pākaurangi ko ngā parirau o te rangi, ko te whānui tonu kua whakatairitea ki te rārangi ūpoko me ngā kapinga kei roto i te Mātāpono Whakaae.

*A Ngāti Ngahere pā. Pākaurangi, meaning the wings of the sky, its breadth is used as an analogy for the Table of Contents and what is covered in the agreement in principle.*

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## TE MANA O TE WHAKATŌHEA

### **Nā Te Kahautu Maxwell me te Whakatōhea Komiti Whiriwhiri Hitori tēnei kōrero i tuku.<sup>1</sup>**

Tangohia te taura i taku kakī, kia waiata ahau i taku waiata" (Mokomoko 1866).

Maruhia atu i runga o Tirohanga te tohu Whakaari, whakarērea atu te whaiwhaiā te mate tonu atu. Whakaihu Moutohora, tāpapa ana Te Rae o Kōhi, te mate te whakamā e patu. Ana Waimuri tō ringa te waka! Hiko te uira, haruru te rangi ngaoko te whenua, ikahuirua. Tapu te wai, tapu te tai ki te rātō Awa-Te Atua. Eke Arawa. Whakaheke matamoe Waipiko hurihia Rūrima tūtūtara noa mua iho koe. Rukuhia te hāpuku te wheke. Tōia tō hope, Hāmatatū timu Te Koko, auē Ngā tamāhine a Te Whakatōhea. Takahia te pipi tahe aku pōtiki, Pākihikura ki uta, kura ki waho. Kapakapa Hukitewai pāra takoto te one. Kōpū e oho! Kaikirikiri tuatua Waiaua te kai a te karoro koa. Kōeaea e, tītiko e. Tapu te paru. Nukutere Te Rangi Awaawakino ngā tai nui, ngā tai roa. Kōpua-Pātiki huki te pakake. Minohia atu ngā wai Waiomahau. Hīa te mure Tokaroa kai waho, kai uta Parinui tātahi whatawhata kahawai, pāraharaha ika iti Ōhinemōtu, Aukati-Pāhau, Pou tū ana te ure. Tapu te awa Ōhēkōpara! Tōtōia atu, tōtōia mai, Mai Ngā Kurī a Whārei ki Tihirau. Ei te tapu o Muriwai e!

"Hei konei rā e te ao Pākehā! E mate harakore ana ahau. Hei aha?" (Mokomoko, 1866).

E noho ana au i Te Koko ki Ōhiwa, whakarongo rua aku taringa ki te tai o tuarā o Kānawa. E aki ana mai ki uta rā ki Te Whānau a Tairongo. Kei Tauwhare ko te kōpua o te Ururoa. Ko te kai rā i rari noa mai te rāweketiia e te ringaringa .... (Te Kapo-o-te-rangi).

Tērā te pō pango i tīneia te Whānau-Mārama e te ahi a Mahuika. Ko te whakaeke tērā a Kuini Wikitōria ki runga ki a Te Whakatōhea. Ānō te tama a te Atua i mate harakore ko Te Whakatōhea, ko te whakapono te kaupapa. "Mate tangata, mate whenua, harakore." Tangi kau ana te mapū i ngā tau maha ki muri; ki te roi o te whenua i murua atu ai, ki te tini o te kura i wehea atu ai. Anei rā ko Te Whakatōhea e tū tohenihorau nei.

I roto i ngā rau tau ka huri, nā tēnā whakatipuranga, nā tēnā whakatipuranga i tohenihorau a Te Whakatōhea ki tōna harakore kia utua e te Karauna te kino ki te pai. Mā reira e tū toherauariki ai a Te Whakatōhea ki te hautū anō i tōna anō ao i tōna mana motuhake i heke mai i a Toi-te-Huatahi, ko Awanuiārangi, ko Awaroa, ko Awatumakiterangi, ko Parinuiērā, ko Awamōrehurehu, ko Irākewa, ko Muriwai. Nā Muriwai i hua mai ko te ingoa o tēnei iwi, ko Te Whakatōhea. Ka honoa Te Whakatōhea e tō mātou whakapapa ki ō mātou maunga, ki ō mātou ngahere, ki ō mātou whenua, ki ō mātou awa, ki tō mātou moana, ki tō mātou rangi. Nā tō mātou ao me ōna tapu ka hua mai ko Te Whare o Te Whakatōhea i

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<sup>1</sup> Te Riaki Amoamo, Julie Williams, Julie Lux, Apanui Mason, Muriel Kelly, Mana Pirihi, Anau Apanui, Bruce Pukepuke, Jozie Mortenson, Keita Hudson, Muriwai Kahaki, Daniel Paruru (Jr), Anita Kurei-Paruru, Ruka Hudson, Robert Edwards, Joseph Kahika



## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

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te fīmatanga rā anō o te ao. Nā konei tō mātou mana Atua i runga i ngā mea katoa o tō mātou rohe.

"Te tangata nāna i noho Whakarua ka rangaranga te muri ka tutū ngā tamatea o te moana. Ko au, ko au ko Tūtāmure!" (Tūtāmure).

Nō reira, ko nga korero e whai ake nei, e rārangi ana i ngā wāhanga o te Punawhakauro 'Agreement In Principle' e hāngai ana ki nga tūmanako o Te Whakatōhea. Ko te tūmanako, kua whakatinanatia ēnei tūmomo kōrero i ngā whāinga a Te Whakatōhea mō ngā take Tiriti o Waitangi, arā:

- Kia mau ki te wairua o Te Tiriti o Waitangi;
- Kia tokatū iho te mana tangata, te mana whenua me te mana moana o te Whakatōhea
- Kia whakakake i a Te Whakatōhea ki te toihuarewa kia manawa-ora, kia mauri-ora.
- Kia mahitahi hai painga mō te hapori.

## TE MANA O TE WHAKATŌHEA

**The following text represents a Whakatōhea perspective and was provided by Te Kahautu Maxwell and the Whakatōhea Komiti Whiriwhiri Hitori**

“Remove the rope from my neck and allow me to sing my song” (Mokomoko 1866).

From Tirohanga I look out towards the plume of Whakaari, where the seer was left to die. Yet he mounted a whale and made landfall at Te Rae o Kōhi where he quoted, “let you die from embarrassment.” You were foresaken Muriwai for tampering with the canoe (Mātaatua). The skies lit up with lightning, roared with thunder and the earth trembled. A sign of death, your two sons had drowned at sea. Muriwai you placed a restriction on the sea and the land, no gathering of food was permitted from Tihirau in the east to the setting of the sun. Te Awa o Te Atua where Toroa performed a karakia on the beached Te Arawa canoe and exclaimed, “move Arawa.” The migration of the matamoe eel navigating the tuatara inhabited Rūrima Islands. Dive deep for groper at Te Puku o Te Wheke. At Ōhope make good with your paddle and arrive at Hāmatatū. Low tide at Ōhiwa is when the bountiful shellfish can be seen; known as “the daughters of Te Whakatōhea.” Tread upon the pipi at Waiōtahe arriving at the pool where my pets from afar reside at Pākihikura inland and on shore. The water boils at Hikuwai with shoals of fish. The morning star Kōpū is visible, awake, frost fish are on the beach. The sand-eating tuatua are plentiful at Waiaua where the seagull feast on whitebait and tītiko. The people at Waiaua are known as “Tapu te parū.” At Awaawakino is where the anchor rock Te Rangi of the Nukutere canoe can be found. The great tides and long tides of the Tainui flow at Kōpua-Pātiki (the bay at Tōrere) where Ngātoroirangi caught the tail of the whale. The water of the Waiomahau waterfall cascades down to the snapper rocks, Tokaroa, which is further out and Parinui, which is closer to shore. Upon the shore kahawai and the small pink moki (pāraharaha) are dried on the drying racks. Aukati-Pāhau intercepted the attempt on the maiden Ōhinemōtu by Poumātangatanga. A restriction was placed on the Mōtū river with the drowning of Ōhēkōpara. Haul the canoe; from Ngā Kurī a Whārei ki Tihirau. It is the tapu of Muriwai!

“Farewell the Pākehā! I am dying an innocent man. What is my crime?” (Mokomoko, 1866).

As I sit on the beach at Ōhiwa, I listen to waves crashing over the sandbar at Kānawa and surging to Te Whānau a Tairongo. My mind wanders to Tauwhare, to the birthplace of the hammerhead shark and to the food basket revered by many hands .... (Te Kapo-o-te-rangi).

The darkest of nights where the constellation of stars were extinguished by the fires of Mahuika. When the Crown invaded Te Whakatōhea. Like the son of God, without sin Te Whakatōhea were executed due to religion. As the Te Whakatōhea proverbial saying goes: The death of one man, caused the loss of many lives and the loss of land although Te Whakatōhea was innocent. For generations I have mourned the confiscation of my tribal lands and the killing of my ancestors. Here we, Te Whakatōhea stand resolute today.

## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

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Through consecutive generations Te Whakatōhea have never waived in their fight for justice, for the Crown to right the unjust confiscation of its tribal lands and the killing of its people. Through this Treaty settlement process Te Whakatōhea will rebuild the authority that it once held over its domain.

The Whakatōhea mana motuhake is derived from Toi-te-Huatahi, to Awanuiārangi, to Awaroa, to Awatumakiterangi, to Parinuitērā, to Awamōrehurehu, to Irākewa, and to Muriwai, from whom we Te Whakatōhea derive our name. Our whakapapa connects Te Whakatōhea to our mountains, our forests, our land, our rivers, our ocean and our sky. From the beginning of time this is what makes Te Whakatōhea, Te Whakatōhea. This gives us mana Atua over our region.

"The warlord who lives in the Northeast who he calls to the horizons and forms great battalions. It is I, it is I, it is Tūtāmure." (Tūtāmure).

It is intended that this agreement realises Te Whakatōhea's guiding principles for resolution of its Treaty of Waitangi grievances, namely:

- To uphold the spirit of the Treaty of Waitangi;
- To recognise Whakatōhea's mana tangata, mana whenua, and mana moana;
- To accelerate Whakatōhea's vision for prosperity and wealth; and
- To work together to realise benefits for the community.

## 1 TIROTIRO WHETŪ: BACKGROUND

Ko Tirotiro Whetū te maunga o te Ūpokorehe, i roto i tana whakamāori, ka whai korokī tēnei kōkōraho.

*Tirotiro Whetū is the Ūpokorehe maunga meaning to star gaze, in doing so provides the narrative to the claim.*

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

- 1.1 The Crown and members of the Whakatōhea Raupatu Negotiating Committee (a committee established under Te Ture Whenua Māori Act 1993) negotiated a deed of settlement of Whakatōhea's historical Treaty of Waitangi claims containing a quantum offer of \$40 million between 1993 and 1996. Concerns amongst the people of Whakatōhea about the scope of the claims to be settled, the sufficiency of the settlement package offered and a lack of agreement on the way forward contributed to the decision not to proceed with negotiations at that time. The 1996 Deed was set aside in 1998.
- 1.2 Whakatōhea on 3 June 2016, by a voting process carried out by postal voting, online voting, special vote and ballot case at mandate hui, gave the Whakatōhea Pre-Settlement Claims Trust a mandate to negotiate with the Crown a deed of settlement settling the historical claims of Whakatōhea.
- 1.3 The Crown recognised this mandate on 12 December 2016.
- 1.4 The mandated negotiators and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 17 December 2016.
- 1.5 Throughout negotiations the mandated negotiators have:
  - 1.5.1 focussed on achieving Whakatōhea's aspirations of mana tangata, mana whenua and mana moana; and
  - 1.5.2 been guided by the Whakatōhea Transformation Framework which has the following four pillars:
    - (a) Mihi Marino Reconciliation with the Crown;
    - (b) Kōpura Regenerating Culture;
    - (c) Te Puta Tieke Intergenerational Development; and
    - (d) Te Umutahunoa a Tairongo Practising Hospitality.

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

- 1.6 The mandated negotiators and the Crown have agreed, in principle, the nature and scope of the deed of settlement.

## **PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

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- 1.7 This agreement in principle records that agreement and concludes substantive negotiations of the redress contemplated in this agreement in principle.

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

- 1.8 The mandated body has –
- 1.8.1 approved this agreement in principle; and
  - 1.8.2 authorised the signatories to sign it on their behalf.

## 2 PUNAWHAKAIRO: AGREEMENT IN PRINCIPLE

Koia nei te wāhi i tāmokohia ai te mata o Ngapopereta, te tamāhine a Ranginui-a-te-kohu, ki te moko o te tāne. He puna, he kōpua, ko te whakairo, ko te tuhi, hei Mātāpono Whakaae.

*The place where Ranginui-a-te-kohu's daughter Ngapoupereta was fully tattooed which would normally be found on a tāne. Puna is the pool, whakairo is to write; agreement in principle.*

### 2.1 Whakatōhea and the Crown agree –

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

### 3 KAPU-Ā-RANGI: SETTLEMENT

Te maunga tapu o Nukutere. Ko tana whakamāori ko te kapu tonu o te ringa o Rangi te matua o te rangi. Kei te iwi te whakaaetanga mō tenei punawhakaio.

*The maunga tapu o Nukutere. The translation meaning the palm of the hand of Rangi the skyfather. This reflects the settlement in the hands of the iwi.*

#### Settlement of historical claims

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

#### Terms of settlement

- 3.3 The terms of the settlement provided in the deed of settlement are to be:
- 3.3.1 those in Schedule 3; and
  - 3.3.2 any additional terms agreed by the parties.

#### Redress

- 3.4 The deed of settlement is to provide for redress in accordance with this agreement in principle.
- 3.5 However, the deed of settlement will include –
- 3.5.1 redress contemplated by this agreement in principle only if any overlapping interest issues in relation to that redress have been addressed to the satisfaction of the Crown; and
  - 3.5.2 a property that this agreement in principle specifies as a potential cultural redress property, or a potential commercial redress property, or a potential deferred selection property, subject to final written confirmation from the Crown that each of those properties is available. If any such potential property is not available, the Crown is under no obligation to substitute that property with another property.



## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

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

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

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

#### **4 KA RANGARANGA TE MURI, KA RANGARANGA TE MUA: HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY - RECONCILIATION**

He wahanga a 'ka rangaranga te muri' o tētahi whakataukī ā Tūtāmure. Hei tō mai i te muri e tītina ai tēnei whakataunga mō ngā uri kāre anō kia whānau mai; whakaritenga.

*Ka rangaranga te muri is part of a whakataukī by Tūtāmure. It is used here to bring together the past securing this settlement for the future generations.*

- 4.1 The Crown Apology redress is an important element of the Whakatōhea Pre-Settlement Claims Trust's 'Reconciliation with the Crown' pillar of the Whakatōhea Transformation Framework, which is aimed at recognising the mana of Whakatōhea and rebalancing Whakatōhea's relationships with the Crown and the community.
- 4.2 The deed of settlement is to include –
- 4.2.1 an agreed account of the historical relationship between Whakatōhea and the Crown to be developed by the parties; and
  - 4.2.2 the Crown's acknowledgement of its acts and omissions which have breached the Treaty of Waitangi/Te Tiriti o Waitangi and its principles and/or caused prejudice to Whakatōhea; and
  - 4.2.3 a Crown apology for those breaches of the Treaty of Waitangi/Te Tiriti o Waitangi and its principles and the prejudices caused to Whakatōhea.
- 4.3 Provisional Crown acknowledgements of its acts and omissions which have breached the Treaty of Waitangi/Te Tiriti o Waitangi and its principles and/or caused prejudice to Whakatōhea are set out in Schedule 2 of this Agreement in Principle.
- 4.4 The provisional Crown acknowledgements may be amended prior to inclusion in the deed of settlement.
- 4.5 The Historical Account will be based on the following headings:
- 1. Rohe of Whakatōhea
  - 2. Te Tiriti o Waitangi and early Pākehā settlement
  - 3. War, the Kingītanga and Kaokaoroa
  - 4. Pai Mārire, Völkner and Whakatōhea

5. War in Ōpōtiki
6. Raupatu
7. The Trials of Mokokoko
8. The Compensation Court and out-of-court settlement process: Hiwarau, Hokianga and the Ōpape Native Reserve
9. Whakatōhea and the Native Land Court
10. Crown and private purchasing
11. Ngā Petihana
12. Twentieth century land administration issues
13. Environmental issues
14. Socio-economic issues

**Mihi Marino Reconciliation process**

- 4.6 "Whakarongo ra te taringa ki te hau taua e hau mai nei". Before the deed of settlement is signed, the Crown will support the mandated entity to organise and host Mihi Marino, a reconciliation process, in the Whakatōhea rohe, to hear formal submissions from Whakatōhea on the nature and extent of the grievances affecting their whānau, hapū and iwi.

## 5 TE HAKA-Ā-TAMAURU: CULTURAL REDRESS

He rārangi uru kahikatea i whanake i te kotinga tonga o Moutohora. He rite anō te āhua o ngā rākau ki ō ngā rārangi o te kapa haka. Ka horapa te ingoa nei ki ngā puretumu katoa, te taiao, te whenua, ngā tikanga, te reo.

*This is a grove of kahikatea trees that grew in a line at Moutohora on the southern boundary. The trees looked like a kapa haka in rows. This name addresses all the areas of cultural redress – the environment, whenua, culture, language.*

### General

- 5.1 The Crown acknowledges Whakatōhea's view that the Cultural Redress will support their aspirations for recognising the mana of Whakatōhea and all four pillars of the Whakatōhea Transformation Framework, being:
- (a) Mihi Marino Reconciliation with the Crown;
  - (b) Kōpura Regenerating Culture;
  - (c) Te Puta Tieke Intergenerational Development; and
  - (d) Te Umutahunoa ā Tairongo Practising Hospitality.
- 5.2 All items of cultural redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 5.2.1 the Crown confirming that any residual overlapping interest issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and
  - 5.2.2 any other conditions specified in the cultural redress tables provided below and set out in clauses 3.5, 3.8 and 9.2 of this agreement in principle.

### Potential cultural redress properties

- 5.3 The deed of settlement will provide that the settlement legislation will vest in the governance entity those of the properties described in Table 1 below as potential cultural redress properties that the parties agree are to be cultural redress properties.

## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

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

**Table 1** - Potential cultural redress properties

<b>Landholding agency</b>	<b>Name of area</b>	<b>General description/location/area</b>	<b>Conditions of vesting/ Specific conditions currently known</b>
Department of Conservation	Dunes Conservation Area	<i>Gisborne Land District – Opotiki District Council</i>  3.80 hectares, approximately, being Section 42 and part Section 43 Opotiki Suburban. Part computer freehold register GS5D/1330. Subject to survey.  Opotiki	Vesting fee simple       Refer to Map 1 in Attachment 2
Department of Conservation	Part Huntress Creek Conservation Area, Huntress Creek Burial Area	<i>Gisborne Land District – Opotiki District Council</i>  23.80 hectares, approximately, being Allotment 462 Parish of Waiotahi and parts Crown Land SO 2809. Subject to survey.  Opotiki	Vesting fee simple       Refer to Map 2 in Attachment 2
Department of Conservation	Kiwikiwi and Te Tawa Flats (being part of Waioeka Gorge Scenic Reserve)	<i>Gisborne Land District – Opotiki District Council</i>  10.00 hectares, approximately, being part Section 10 Block III Waioeka Survey District. Part <i>Gazette</i> Notice 85292. Subject to survey.  Opotiki	Vesting fee simple as a scenic reserve       Refer to Map 3 in Attachment 2

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Name of area</b>	<b>General description/location/area</b>	<b>Conditions of vesting/ Specific conditions currently known</b>
Department of Conservation	Kotare Scenic Reserve	<p><i>South Auckland Land District – Whakatane District Council</i></p> <p>18.1527 hectares, more or less, being Part Lots 1 and 2 DP 28012. Balance computer freehold register SA712/1.</p> <p>Wainui Road, Kererutahi</p>	<p>Vesting fee simple as a scenic reserve</p> <p>Refer to Map 4 in Attachment 2</p>
Department of Conservation	Kutarere Recreation Reserve	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>7.79 hectares, approximately, being part Allotment 191B Waiotahi Parish. Part <i>Gazette</i> Notice 136596.1. Subject to survey.</p> <p>Kutarere Wharf Road, Kutarere</p>	<p>Vesting fee simple</p> <p>Refer to Map 5 in Attachment 2</p>
Department of Conservation	Marawaiwai Scenic Reserve	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>70.5165 hectares, more or less, being Allotments 82, 83, 84 and 85 Waioeka Parish. Part <i>Gazette</i> 1883, p 253. Subject to survey.</p> <p>Harrison Road, Waioeka Pa</p>	<p>Vesting fee simple as a scenic reserve</p> <p>Refer to Map 6 in Attachment 2</p>

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Name of area</b>	<b>General description/location/area</b>	<b>Conditions of vesting/ Specific conditions currently known</b>
Department of Conservation	Matekerepu Historic Reserve	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>23.4515 hectares, more or less, being Parts Hiwarau A Block. All Proclamation 779 and Balance Proclamation 3052.</p> <p><i>South Auckland Land District- Opotiki District Council</i></p> <p>0.1315 hectares, approximately, being Part Allotment 183 Waimana Parish. Part <i>Gazette</i> 1912, p 2434. Subject to survey.</p> <p>Wainui Road, Kererutahi</p>	<p>Vesting fee simple as a scenic reserve</p>          <p>Refer to Map 7 in Attachment 2</p>
Department of Conservation	Matepuritaka/Titiwa (part of Urutawa Conservation Area)	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>5.00 hectares, approximately, being part Section 5 and 6 Block IV Waioeka Survey District. Subject to survey.</p> <p>Opotiki</p>	<p>Vesting fee simple as a scenic reserve</p>          <p>Refer to Map 8 in Attachment 2</p>



**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Name of area</b>	<b>General description/location/area</b>	<b>Conditions of vesting/ Specific conditions currently known</b>
Department of Conservation	Part Meremere Hill Scenic Reserve (up to 1,000ha)	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>430.3321 hectares, approximately, being part Section 6 Block II Urutawa Survey District. Part <i>Gazette</i> Notice 145463.1. Subject to survey.</p> <p>4.0000 hectares, more or less, being Section 12 Block XIV Waiaua Survey District. All <i>Gazette</i> Notice 121559.1.</p> <p>565.6678 hectares, more or less, being Section 5, 7, 8 and 11 Block XIV Waiaua Survey District. Part <i>Gazette</i> Notice 121559.2.</p> <p>Motu Road, Toatoa</p>	<p>Vesting fee simple as a scenic reserve</p> <p>Refer to Map 9 in Attachment 2</p>
Department of Conservation	Part Old Town of Ohiwa Conservation Area	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>0.75 hectares, approximately, being Section 20, 31, 45 and part Section 40 Block V Town of Ohiwa. Subject to survey.</p> <p>Ohiwa Harbour Road, Ohiwa</p>	<p>Vesting fee simple as a scenic reserve</p> <p>Refer to Map 10 in Attachment 2</p>

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Name of area</b>	<b>General description/location/area</b>	<b>Conditions of vesting/ Specific conditions currently known</b>
Department of Conservation	Oroi Scenic Reserve	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>19.4553 hectares, more or less, being Lot 1 DP 5463 and Section 1 and 2 Block I Waiaua Survey District. All computer freehold register GS3D/200.</p> <p>0.4160 hectares, more or less, being Section 4 Block I Waiaua Survey District. All <i>Gazette</i> Notice 150591.1.</p> <p>State Highway 35, Opape</p>	<p>Vesting fee simple as a scenic reserve</p> <p>Refer to Map 11 in Attachment 2</p>
Department of Conservation	Pakihi Conservation Area	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>99.9573 hectares, more or less, being Section 8, 13, 14, 15, and 16 Block XIII Waiaua Survey District.</p> <p>Pakihi Road, Opotiki</p>	<p>Vesting fee simple as a scenic reserve</p> <p>Refer to Map 12 in Attachment 2</p>
Department of Conservation	Part Pataua Island Scientific Reserve	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>11.43 hectares, approximately, being Allotment 133 Waiotahi Parish. Part <i>Gazette</i> Notice 147161.1. Subject to survey.</p> <p>Ruatuna Road, Waiotahi</p>	<p>Vesting fee simple as a scenic reserve</p> <p>Refer to Map 13 in Attachment 2</p>

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Name of area</b>	<b>General description/location/area</b>	<b>Conditions of vesting/ Specific conditions currently known</b>
Department of Conservation	Raetakohia (being part of Waioeka Gorge Scenic Reserve)	<i>Gisborne Land District – Opotiki District Council</i>  5.00 hectares, approximately, being part Section 3 Block VIII Waioeka Survey District. Part <i>Gazette</i> Notice 145104.1. Subject to survey.  Opotiki	Vesting fee simple as a scenic reserve       Refer to Map 14 in Attachment 2
Department of Conservation	Tirohanga Dunes Conservation Area (includes part of Te Waiwhero (urupa))	<i>Gisborne Land District – Opotiki District Council</i>  65.00 hectares, approximately, being Allotment 306A, 317A, 405 and 421 Waioeka Parish, Crown Land SO 2810 and Crown Land SO 3111. Subject to survey.  State Highway 35, Tirohanga	Vesting fee simple as a scenic reserve       Refer to Map 15 in Attachment 2

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Name of area</b>	<b>General description/location/area</b>	<b>Conditions of vesting/ Specific conditions currently known</b>
Department of Conservation	Part Toatoa Scenic Reserve	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>344.4860 hectares, more or less, being Sections 2 Block II and Sections 9 Block III Urutawa Survey District. Part <i>Gazette</i> Notice 144766.1.</p> <p>469.52 hectares, approximately, being Sections 10 and part Section 8 Block III Urutawa Survey District. Part <i>Gazette</i> Notice 120411.1. Subject to survey.</p> <p>106.80 hectares, approximately, being part Lot 2 Section 5 Block III Urutawa Survey District and part Lot 2 DP 3044. Part <i>Gazette</i> Notice 136597.1. Subject to survey.</p> <p>Motu Road, Whitikau</p>	<p>Vesting fee simple as a scenic reserve</p> <p>Refer to Map 16 in Attachment 2</p>

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Name of area</b>	<b>General description/location/area</b>	<b>Conditions of vesting/ Specific conditions currently known</b>
Department of Conservation	Part Tukainuka Scenic Reserve	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>17.00 hectares, approximately, being part Sections 4 Block V and part Section 5 Block I Waioeka Survey District. All <i>Gazette</i> Notice 113096.1. Subject to survey.</p> <p>11.10 hectares, approximately, being part Section 3 Block V Waioeka Survey District. All <i>Gazette</i> 1966, p 1554. Subject to survey.</p> <p>Waiotahi Valley Road, Waiotahi Valley</p>	<p>Vesting fee simple as a scenic reserve</p> <p>Refer to Map 17 in Attachment 2</p>
Department of Conservation	Waiaua Scenic Reserve	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>192.3156 hectares, more or less, being Section 10 Block IX Waiaua Survey District and Lots 1, 2 and 3 DP 9535. All computer freehold register GS6C/970.</p> <p>37.4000 hectares, more or less, being Lot 1 DP 6638. All computer freehold register GS4C/1086.</p> <p>607.4000 hectares, more or less, being Section 7 Block VIII Opotiki Survey District. All <i>Gazette</i> Notice 142163.1</p> <p>Te Wakanui Road, Opotiki</p>	<p>Vesting fee simple as a scenic reserve</p> <p>Refer to Map 18 in Attachment 2</p>

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Name of area</b>	<b>General description/location/area</b>	<b>Conditions of vesting/ Specific conditions currently known</b>
Department of Conservation	Waioeka Conservation Area (All of Conservation Unit 80689)	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>362.1278 hectares, more or less, being Part Section 10 Block XII Opotiki Survey District.</p> <p>Tutaetoko Road, Otara</p>	<p>Vesting fee simple as a scenic reserve</p> <p>Refer to Map 19 in Attachment 2</p>
Department of Conservation	Part Waioeka Conservation Area (Up to 1,000ha, Conservation Unit Number 80688)	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>531.87 hectares, approximately, being Allotment 481 Waiotahi Parish, Part Lot 2 DP 5622, Lots 1, 2, 3 and Part Lot 4 DP 5623, and Part Section 2 Block X Opotiki Survey District. Part computer freehold register GS3D/13. Subject to survey.</p> <p>468.00 hectares, approximately, being Section 2 Allotment 490 Waiotahi Parish, Lot 2 Section 1, Section 2 Block VI and Section 1 Block X Opotiki Survey District, Crown Land SO 2923 and part Crown Land SO 2923. Subject to survey.</p> <p>Opotiki</p>	<p>Vesting fee simple as a scenic reserve</p> <p>Refer to Map 20 in Attachment 2</p>

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Name of area</b>	<b>General description/location/area</b>	<b>Conditions of vesting/ Specific conditions currently known</b>
Department of Conservation	Part Waioeka Gorge Scenic Reserve (up to 1,000 ha)	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>987.57 hectares, approximately, being part Sections 10 Block III Waioeka Survey District. Part <i>Gazette</i> Notice 85292. Subject to survey.</p> <p>State Highway 2 , Okiore</p>	<p>Vesting fee simple as a scenic reserve</p> <p>Refer to Map 21 in Attachment 2</p>
Department of Conservation	Waiotaha Scenic Reserve	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>261.8400 hectares, more or less, being Allotment 486 Waiotahi Parish. All <i>Gazette</i> 1925, p 3192 and <i>Gazette</i> Notice 58525A.</p> <p>Waiotahi Valley, Opotiki</p>	<p>Vesting fee simple as a scenic reserve</p> <p>Refer to Map 22 in Attachment 2</p>



**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Name of area</b>	<b>General description/location/area</b>	<b>Conditions of vesting/ Specific conditions currently known</b>
Department of Conservation	Whitikau Scenic Reserve	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>3.5868 hectares, more or less, being Section 4 Block VII Urutawa Survey District. All <i>Gazette</i> Notice 145058.1.</p> <p>32.9819 hectares, more or less, being Part Section 2 Block I Urutawa East Survey District. All <i>Gazette</i> Notice 146947.5.</p> <p>312.9839 hectares, more or less, being Section 5 Block I, Section 3 Block II Urutawa East Survey District, and Section 8 Block VIII Urutawa Survey District. All <i>Gazette</i> Notice 62057.</p> <p>522.6843 hectares, more or less, being Section 1 Block I Urutawa East Survey District and Section 4 Block VIII Urutawa Survey District. All <i>Gazette</i> Notice 144765.1.</p> <p>Motu Road, Whitikau</p>	<p>Vesting fee simple as a scenic reserve</p> <p>Refer to Map 23 in Attachment 2</p>

## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

Landholding agency	Name of area	General description/location/area	Conditions of vesting/ Specific conditions currently known
LINZ Treaty Settlements Landbank	Part Hospital Hill (35-79 Hukutaia Road)	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>3.5093 hectares, more or less, being Lot 4 DP 11064/AK. All computer freehold register GS5B/939.</p> <p>5.22 hectares, approximately, being Part Allotment 384 Waiotahi Parish. Part computer freehold register GS2D/596. Subject to survey.</p> <p>Opotiki</p>	<p>Vesting fee simple</p> <p>Refer to Map 24 in Attachment 2</p>

- 5.5 In addition to the properties listed in Table 1 above, the Crown agrees to explore the transfer of up to five sites owned by the Opotiki District Council, to be vested in the governance entity, subject to the agreement of the Opotiki District Council.

### **A chapter in the Bay of Plenty Conservation Management Strategy**

- 5.6 The deed of settlement will provide Whakatōhea with the ability to co-author a chapter (Whakatōhea chapter) of the Bay of Plenty Conservation Management Strategy (CMS). The Whakatōhea chapter will cover Public Conservation Land (PCL) within the area shown on the map in Attachment 3.
- 5.7 For the avoidance of doubt:
- 5.7.1 this redress will not alter the role, under the Conservation Act 1987, of the New Zealand Conservation Authority (NZCA) in approving the Bay of Plenty CMS, or the Bay of Plenty Conservation Board in recommending the CMS to the NZCA for approval.
  - 5.7.2 the Whakatōhea chapter will not apply to the potential cultural redress properties identified in Table 1 if they are vested in the governance entity.
- 5.8 Inclusion of this redress in the deed of settlement is conditional on the Crown being satisfied that overlapping interests have been addressed, in particular, agreement on a process or mechanism to ensure the interests of neighbouring

iwi are appropriately considered by Whakatōhea during the co-authoring process.

- 5.9 The review of the current CMS, which expired in 2007, is scheduled to commence in the 2017/18 financial year. The review is expected to be completed by the end of the 2019/20 financial year. The deed of settlement will include a commitment by the Crown to commence the development of the Whakatōhea chapter within 3 years of settlement date.

**Establishment of a Joint Reserve Board to manage the Tirohanga Dunes Conservation Area**

- 5.10 The deed of settlement will provide for the establishment of a Joint Reserve Board involving Whakatōhea and the Opotiki District Council to manage the Tirohanga Dunes Conservation Area. This redress is subject to the agreement of the Opotiki District Council.

**Cultural Materials Plan**

- 5.11 The deed of settlement will include a commitment for the Department of Conservation to jointly prepare and agree with the governance entity a cultural materials plan covering:
- 5.11.1 the customary take of flora material within conservation protected areas within the Whakatōhea area of interest; and
  - 5.11.2 the possession of dead protected fauna that is found within the area.
- 5.12 The deed of settlement will include a joint commitment from Whakatōhea and the Department of Conservation to jointly develop a cultural materials plan post-settlement.

**Decision making framework**

- 5.13 The deed of settlement will include a decision-making framework that applies to decisions under Part 3B (concessions) of the Conservation Act 1987. The intent of the framework is to ensure:
- 5.13.1 The Department of Conservation advises and encourages potential concession applicants, at the earliest possible opportunity, to consult the governance entity before filing their application.
  - 5.13.2 Decision-makers:
    - (a) are informed of, and understand, early in the decision-making process, the nature of the governance entity's interest and views in the relevant decision;
    - (b) explore whether, in making the decision, it is possible to reconcile any conflict between the interests and views of the

## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

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governance entity and any other considerations in the decision-making process under the relevant conservation legislation; and

- (c) record in writing and communicate to the governance entity their decision and how they complied with the framework.

### **Ōhiwa Harbour**

- 5.14 The Ōhiwa Harbour Implementation Forum is a joint committee of the Bay of Plenty Regional Council, the Opotiki District Council and the Whakatāne District Council under the Local Government Act 2002. It is responsible for guiding the implementation of the Ōhiwa Harbour Strategy which aims to maintain and enhance the health and natural qualities of Ōhiwa Harbour.
- 5.15 Following the signing of an agreement in principle the Crown is willing to enter into discussions with Whakatōhea, in tandem with the members of the Ōhiwa Harbour Implementation Forum, to explore options for enhancing the Ōhiwa Harbour Implementation Forum and the Ōhiwa Harbour. For example, the Ōhiwa Harbour Implementation Forum could be constituted as a permanent joint committee under Schedule 7 of the Local Government Act 2002 through the settlement legislation.
- 5.16 Any proposed enhancements to the Ōhiwa Harbour Implementation Forum identified through discussions will require further approval from Cabinet before being progressed further.
- 5.17 Any enhancements to the Ōhiwa Harbour Implementation Forum will be subject to overlapping interests being addressed to the satisfaction of the Crown.

### **Statutory acknowledgement**

- 5.18 The deed of settlement is to provide for the settlement legislation to –
  - 5.18.1 provide the Crown's acknowledgement of the statements by Whakatōhea of their particular cultural, spiritual, historical, and traditional association with each of the areas described below (as shown in Attachment 4) as statutory areas to the extent that those areas are owned by the Crown;
    - (a) the following rivers within Whakatōhea's area of interest:
      - (i) Otara River and its tributaries;
      - (ii) Waioeka River and its tributaries;
      - (iii) Waiaua River and its tributaries; and
      - (iv) Opape Stream and its tributaries.

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

### **Deeds of recognition**

- 5.19 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 described below (as shown in Attachment 4) to the extent that those areas are owned and managed by the Crown.
  - (a) the following rivers within Whakatōhea's area of interest:
    - (i) Otara River and its tributaries;
    - (ii) Waioeka River and its tributaries;
    - (iii) Waiaua River and its tributaries; and
    - (iv) Opape Stream and its tributaries.
- 5.20 A deed of recognition will require the Minister of Conservation and the Director-General of Conservation or the Commissioner of Crown Lands as the case may be, when undertaking certain activities within a statutory area, to –
  - 5.20.1 consult the governance entity; and
  - 5.20.2 have regard to its views concerning Whakatōhea's association with the statutory area as described in a statement of association.

### **Potential official geographic names**

- 5.21 The Crown invites the mandated body to submit new and altered place name proposals for geographic features within Whakatōhea's area of interest to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa, as soon as practicable after the signing of this agreement in principle and before the deed of settlement is initialled, to be processed under the standard Treaty name processes followed by the Board.



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### Protocols

- 5.22 The deed of settlement is to require that the responsible Ministers issue the governance entity with the protocols referred to in Table 2 below.
- 5.23 A protocol will provide for the Crown's interaction with the governance entity in relation to specified matters.

**Table 2 – Protocols**

<b>Responsible Minister</b>	<b>Protocol</b>
Minister for Arts, Culture and Heritage	Taonga Tuturu Protocol (or equivalent)
Minister for Energy and Resources	Crown Minerals Protocol
Minister for Primary Industries	Primary Industries Protocol

### Relationship instruments

- 5.24 The deed of settlement is to provide that the agencies referred to in Table 3 below will enter into relationship instruments with the governance entity.

**Table 3 – Relationship instruments**

<b>Agency</b>	<b>Relationship instrument</b>
Department of Internal Affairs	Letter of commitment (or equivalent)
Museum of New Zealand Te Papa Tongarewa	Letter of commitment (or equivalent)
Ministry for the Environment	Relationship agreement
Department of Conservation	Relationship agreement
Ministry of Justice	Relationship agreement

### Letters of introduction to Ministers, agencies, local authorities and other entities

- 5.25 The deed of settlement will provide for the Minister for Treaty of Waitangi Negotiations to write letters of introduction to the following Ministers:
- 5.25.1 Minister for Economic Development;
  - 5.25.2 Minister for Primary Industries;
  - 5.25.3 Minister of Corrections;
  - 5.25.4 Minister of Education;
  - 5.25.5 Minister of Health;
  - 5.25.6 Minister of Housing;

## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

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- 5.25.7 Minister of Police;
  - 5.25.8 Minister of Social Development;
  - 5.25.9 Minister of Transport;
  - 5.25.10 Minister of Conservation; and
  - 5.25.11 Minister for Māori Development.
- 5.26 The purpose of the letters is to raise the profile of Whakatōhea with the Ministers in relation to their portfolios. The text of the letters will be agreed between the mandated negotiators and the Crown and issued as soon as practicable after the establishment of the governance entity and before settlement date.
- 5.27 The deed of settlement will provide for the Director of the Office of Treaty Settlements to write letters of introduction to the following agencies, local authorities and other entities:
- 5.27.1 Heritage New Zealand (New Zealand Historic Places Trust); and
  - 5.27.2 Local authorities, museums, libraries to be confirmed.
- 5.28 The purpose of the letters is to raise the profile of Whakatōhea with the agencies, local authorities and other entities in relation to their work. The text of the letters will be agreed between the mandated negotiators and the Crown and issued as soon as practicable after the establishment of the governance entity and before settlement date.

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

- 5.29 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 Whakatōhea. These areas are to be agreed before initialling a deed of settlement.

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

- 5.30 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.



**Cultural revitalisation fund**

- 5.31 The deed of settlement will provide the governance entity \$5 million for the purpose of a cultural revitalisation fund.

**Te Reo revitalisation fund**

- 5.32 The deed of settlement will provide the governance entity \$1 million for the purpose of a Te Reo revitalisation fund.

**Education endowment fund**

- 5.33 The deed of settlement will provide the governance entity \$2 million for the purpose of an education endowment fund in acknowledgement of the grievances of the uri of all Whakatōhea ancestors who died as a result of military engagement with the Crown.

**Pathways for education and training**

- 5.34 The Crown acknowledges that Whakatōhea seeks to develop iwi capability to make the most of employment opportunities in the Opotiki District and the wider Bay of Plenty.
- 5.35 The deed of settlement will include a commitment from the Tertiary Education Commission (TEC) to work with the governance entity to understand the educational aspirations of Whakatōhea, and what that means for provision of tertiary education and training in the region. TEC will facilitate partnerships between Whakatōhea and tertiary education organisations, to ensure suitable provision of education and training, supported as required by TEC funding allocations and information-sharing business tools.

## 6 PĀKIHĪKURA: FINANCIAL AND COMMERCIAL REDRESS

Pākihikura ko te pūwaha tonu o te awa. Ko te rite o Pakihi he mahi moni, he haumako, ko te tikanga o kura, he tāonga. Ko Pakihikura te waka tawhito, kua tahuri hei waka arumoni, waka pūtea e kawē nei i te iwi ki mua.

*Pākihikura is the mouth of the river. "Pakihi" means "business". "Pakihi" means "fertile". "Kura" means "a treasure". Pakihikura is the ancestral waka – this waka is now Whakatōhea's financial and commercial vehicle to carry the iwi into the future.*

- 6.1 The Crown acknowledges Whakatōhea's view that Financial and Commercial redress will support its aspirations of mana tangata, mana whenua, mana moana and assist the Practising Hospitality pillar of the Whakatōhea Transformation Framework.
- 6.2 All items of commercial redress are subject to the following being agreed, determined, resolved or addressed before a deed of settlement is signed:
  - 6.2.1 the Crown confirming that any residual overlapping interest issues in relation to any item of commercial redress have been addressed to the satisfaction of the Crown; and
  - 6.2.2 any other conditions specified in the commercial redress tables provided below and set out in clauses 3.5, 3.8 and 9.2 of this agreement in principle.

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

- 6.3 The deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the financial and commercial redress amount of \$85 million less –
  - 6.3.1 the total of the transfer values (determined in accordance with the valuation process in Schedule 4) of any properties that the deed of settlement provides are commercial redress properties to be transferred to the governance entity on the settlement date.

### **Potential commercial redress properties**

- 6.4 The Crown will provide Whakatōhea the opportunity to select any properties in Table 4 below as potential commercial redress properties as soon as reasonably practicable after the signing of this agreement in principle.
- 6.5 For the avoidance of doubt, any properties in Table 4 that are not selected as commercial redress properties remain available as potential deferred selection properties.
- 6.6 The deed of settlement is to provide that the Crown must transfer to the governance entity on settlement date those properties described in Table 4 that the parties agree to be commercial redress properties.

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

**Table 4 - Potential commercial redress properties**

<b>Landholding agency</b>	<b>Property name/address</b>	<b>Legal description</b>	<b>Conditions of transfer/ specific conditions currently known</b>
LINZ Treaty Settlements Landbank Number PF 740	<i>Gisborne Land District – Opotiki District Council</i>  Cnr Waioeka Rd/Tara Rd (SH 2), ex Works Depot, Opotiki, 30 Waioeka Road	1.3942 hectares, more or less, being Lot 5 DP 8094. All computer freehold register GS5C/320.	TBC
LINZ Treaty Settlements Landbank Number PF 483	<i>Gisborne Land District – Opotiki District Council</i>  St John/Elliott Streets, (bus depot), Opotiki	0.4046 hectares, more or less, being Allotment 7 Section 2 Town of Opotiki. All computer freehold register GS5C/12.	TBC
LINZ Treaty Settlements Landbank Number PF 489	<i>Gisborne Land District – Opotiki District Council</i>  115 Church Street, Opotiki	0.1175 hectares, more or less, being Lot 1 DP 7785. All computer freehold register GS5B/600.	TBC
LINZ Treaty Settlements Landbank Number PF 1026	<i>Gisborne Land District – Opotiki District Council</i>  153 Duke Street, Opotiki	0.1624 hectares, more or less, being Part Allotment 400 Section 2 Town of Opotiki. All <i>Gazette</i> notice 139392.1  0.0202 hectares, more or less, being Part Allotment 399 Section 2 Town of Opotiki. All <i>Gazette</i> notice 157422.1 .	TBC

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Property name/address</b>	<b>Legal description</b>	<b>Conditions of transfer/ specific conditions currently known</b>
LINZ Treaty Settlements Landbank Number PF 1307	<i>Gisborne Land District – Opotiki District Council</i>  35-79 Hukutaia Road, Opotiki Hospital, Opotiki	2.29 hectares, more or less, being Part Allotment 384 Waiotahi Parish. Part computer freehold register GS2D/596. Subject to survey.  1.6187 hectares, more or less, being Part Lot 9 DP 9171/AK. All computer freehold register GS5B/940.	TBC
LINZ Treaty Settlements Landbank, Number PF 1552	<i>Gisborne Land District – Opotiki District Council</i>  8 Wairata Road, Wairata	2.0745 hectares, more or less, being Section 6 Block XVI Waioeka Survey District. All computer freehold register 252705.	TBC
LINZ Treaty Settlements Landbank, Number PF 1042	<i>Gisborne Land District – Opotiki District Council</i>  116a Goring/Elliott Streets, Opotiki	0.5200 hectares, more or less, being Allotment 427 Section 2 Town of Opotiki. All computer freehold register GS6B/732.	TBC
LINZ Treaty Settlements Landbank, Numbers PF 1048 and 1819	<i>Gisborne Land District – Opotiki District Council</i>  Flats 1,2,3 & 4 - 72 Richard St, Opotiki	0.2028 hectares, more or less, being Allotment 424 Section 2 Town of Opotiki. All composite computer registers 455611, 455612, 455613 and 455614.	TBC
LINZ Treaty Settlements Landbank, Number PF 1377	<i>Gisborne Land District – Opotiki District Council</i>  86 Ford Street, Opotiki	0.1019 hectares, more or less, being Lot 1 DP 3669. All computer freehold register 54437.	TBC

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Property name/address</b>	<b>Legal description</b>	<b>Conditions of transfer/ specific conditions currently known</b>
LINZ Treaty Settlements Landbank, Number PF 1600	<i>Gisborne Land District – Opotiki District Council</i>  16 Sedgewick Road, Opotiki	0.0908 hectares, more or less, being Lot 1 DP 5292. All computer freehold register 269096.	TBC
LINZ Treaty Settlements Landbank, Number PF 1884	<i>Gisborne Land District – Opotiki District Council</i>  29 Windsor Street, Opotiki	0.0812 hectares, more or less, being Lot 13 DP 9115AK. All computer freehold register 553229.	TBC
LINZ Treaty Settlements Landbank, Number PF 1883	<i>Gisborne Land District – Opotiki District Council</i>  27 Windsor Street, Opotiki	0.0812 hectares, more or less, being Lot 12 DP 9115AK. All computer freehold register 553350.	TBC
LINZ Treaty Settlements Landbank, Number 1049	<i>Gisborne Land District – Opotiki District Council</i>  65 Buchanan Street, Opotiki	0.0811 hectares, more or less, being Lot 3 DP 4574. All computer freehold register GS5D/135.	TBC
Department of Conservation	Hukutaia Conservation Area	<i>Gisborne Land District – Opotiki District Council</i>  6.00 hectares, approximately, being Crown land SO 2833. Subject to survey.  Opotiki	TBC
Department of Conservation	Part Old Town of Ohiwa Conservation Area	<i>Gisborne Land District – Opotiki District Council</i>  0.4924 hectares, more or less, being Section 3, 27, 29, 32, 35, 43 and Part Section 38 Block V Town of Ohiwa.  Ohiwa Harbour Road, Ohiwa	TBC

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Property name/address</b>	<b>Legal description</b>	<b>Conditions of transfer/ specific conditions currently known</b>
Department of Conservation	Pakihi Stream Conservation Area	<i>Gisborne Land District – Opotiki District Council</i>  6.31 hectares, approximately, being Parts Section 17 and Part Section 18 Block XIII Waiaua Survey District. Subject to survey.  Opotiki	TBC
Department of Conservation	Part Tukainuka Scenic Reserve	<i>Gisborne Land District – Opotiki District Council</i>  7.30 hectares, approximately, being part Section 4 Block V Waioeka Survey District and part Section 5 Block I Waioeka Survey District. All <i>Gazette</i> Notice 113096.1. Subject to survey.  Waiotahi Valley Road, Waiotahi Valley	TBC
Department of Conservation	Waioeka Gorge Roadside Reserve	<i>Gisborne Land District – Opotiki District Council</i>  2.0838 hectares, more or less, being Section 6 Block II Waioeka Survey District. All computer interest register 108990.  State Highway 2, Okiore	TBC



## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

Landholding agency	Property name/address	Legal description	Conditions of transfer/ specific conditions currently known
Department of Conservation	Part Waiotahi Conservation Area	<i>Gisborne Land District – Opotiki District Council</i>  0.8624 hectares, more or less, being Allotment 598 Waiotahi Parish.  Ohiwa Loop Road, Ohiwa	TBC

### Potential deferred selection properties

- 6.7 The deed of settlement is to provide that the governance entity may, during the deferred selection period, provide a written notice of interest to the Crown in purchasing any or all of those of the properties described in Table 5 below as potential deferred selection properties that the parties agree are to be deferred selection properties. The deed of settlement will provide for the effect of the written notice and will set out a process where the property is valued and may be acquired by the governance entity.
- 6.8 If a deferred selection property to be transferred to the governance entity is a leaseback deferred selection property, then clause 6.9.1 shall apply.

**Table 5 – Potential deferred selection properties**

Landholding agency	Property name/address	Legal description	Deferred selection period/known conditions
LINZ Treaty Settlements Landbank Number PF 740	<i>Gisborne Land District – Opotiki District Council</i>  Cnr Waioeka Rd/Tara Rd (SH 2), ex Works Depot, Opotiki, 30 Waioeka Road	1.3942 hectares, more or less, being Lot 5 DP 8094. All computer freehold register GS5C/320.	Up to 2 years
LINZ Treaty Settlements Landbank Number PF 483	<i>Gisborne Land District – Opotiki District Council</i>  St John/Elliott Streets, (bus depot), Opotiki	0.4046 hectares, more or less, being Allotment 7 Section 2 Town of Opotiki. All computer freehold register GS5C/12.	Up to 2 years



**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Property name/address</b>	<b>Legal description</b>	<b>Deferred selection period/known conditions</b>
LINZ Treaty Settlements Landbank Number PF 489	<i>Gisborne Land District – Opotiki District Council</i>  115 Church Street, Opotiki	0.1175 hectares, more or less, being Lot 1 DP 7785. All computer freehold register GS5B/600.	Up to 2 years
LINZ Treaty Settlements Landbank Number PF 1026	<i>Gisborne Land District – Opotiki District Council</i>  153 Duke Street, Opotiki	0.1624 hectares, more or less, being Part Allotment 400 Section 2 Town of Opotiki. All Gazette notice 139392.1  0.0202 hectares, more or less, being Part Allotment 399 Section 2 Town of Opotiki. All Gazette notice 157422.1 .	Up to 2 years
LINZ Treaty Settlements Landbank Number PF 1307	<i>Gisborne Land District – Opotiki District Council</i>  35-79 Hukutaia Road, Opotiki Hospital, Opotiki	2.29 hectares, more or less, being Part Allotment 384 Waiotahi Parish. Part computer freehold register GS2D/596. Subject to survey.  1.6187 hectares, more or less, being Part Lot 9 DP 9171/AK. All computer freehold register GS5B/940.	Up to 2 years
LINZ Treaty Settlements Landbank, Number PF 1552	<i>Gisborne Land District – Opotiki District Council</i>  8 Wairata Road, Wairata Wairata Road, Wairata	2.0745 hectares, more or less, being Section 6 Block XVI Waioeka Survey District. All computer freehold register 252705.	Up to 2 years
LINZ Treaty Settlements Landbank, Number PF 1042	<i>Gisborne Land District – Opotiki District Council</i>  116a Goring/Elliott Streets, Opotiki	0.5200 hectares, more or less, being Allotment 427 Section 2 Town of Opotiki. All computer freehold register GS6B/732.	Up to 2 years
LINZ Treaty Settlements Landbank, Numbers PF 1048 and 1819	<i>Gisborne Land District – Opotiki District Council</i>  Flats 1,2, 3 & 4 - 72 Richard St, Opotiki	0.2028 hectares, more or less, being Allotment 424 Section 2 Town of Opotiki. All composite computer registers 455611, 455612, 455613 and 455614.	Up to 2 years

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Property name/address</b>	<b>Legal description</b>	<b>Deferred selection period/known conditions</b>
LINZ Treaty Settlements Landbank, Number PF 1377	<i>Gisborne Land District – Opotiki District Council</i>  86 Ford Street, Opotiki	0.1019 hectares, more or less, being Lot 1 DP 3669. All computer freehold register 54437.	Up to 2 years
LINZ Treaty Settlements Landbank, Number PF 1600	<i>Gisborne Land District – Opotiki District Council</i>  16 Sedgewick Road, Opotiki	0.0908 hectares, more or less, being Lot 1 DP 5292. All computer freehold register 269096.	Up to 2 years
LINZ Treaty Settlements Landbank, Number PF 1884	<i>Gisborne Land District – Opotiki District Council</i>  29 Windsor Street, Opotiki	0.0812 hectares, more or less, being Lot 13 DP 9115AK. All computer freehold register 553229.	Up to 2 years
LINZ Treaty Settlements Landbank, Number PF 1883	<i>Gisborne Land District – Opotiki District Council</i>  27 Windsor Street, Opotiki	0.0812 hectares, more or less, being Lot 12 DP 9115AK. All computer freehold register 553350.	Up to 2 years
LINZ Treaty Settlements Landbank, Number 1049	<i>Gisborne Land District – Opotiki District Council</i>  65 Buchanan Street, Opotiki	0.0811 hectares, more or less, being Lot 3 DP 4574. All computer freehold register GS5D/135.	Up to 2 years
Department of Conservation	Hukutaia Conservation Area	<i>Gisborne Land District – Opotiki District Council</i>  6.00 hectares, approximately, being Crown land SO 2833. Subject to survey.  Opotiki	Up to 1 year
Department of Conservation	Part Old Town of Ohiwa Conservation Area	<i>Gisborne Land District – Opotiki District Council</i>  0.4924 hectares, more or less, being Section 3, 27, 29, 32, 35, 43 and Part Section 38 Block V Town of Ohiwa.  Ohiwa Harbour Road, Ohiwa	Up to 1 year

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Property name/address</b>	<b>Legal description</b>	<b>Deferred selection period/known conditions</b>
Department of Conservation	Pakihi Stream Conservation Area	<i>Gisborne Land District – Opotiki District Council</i>  6.31 hectares, approximately, being Parts Section 17 and Part Section 18 Block XIII Waiaua Survey District. Subject to survey.  Opotiki	Up to 1 year
Department of Conservation	Part Tukainuka Scenic Reserve	<i>Gisborne Land District – Opotiki District Council</i>  7.30 hectares, approximately, being part Section 4 Block V Waioeka Survey District and part Section 5 Block I Waioeka Survey District. All Gazette Notice 113096.1. Subject to survey.  Waiotahi Valley Road, Waiotahi Valley	Up to 1 year
Department of Conservation	Waioeka Gorge Roadside Reserve	<i>Gisborne Land District – Opotiki District Council</i>  2.0838 hectares, more or less, being Section 6 Block II Waioeka Survey District. All computer interest register 108990.  State Highway 2, Okiore	Up to 1 year
Department of Conservation	Part Waiotahi Conservation Area	<i>Gisborne Land District – Opotiki District Council</i>  0.8624 hectares, more or less, being Allotment 598 Waiotahi Parish.  Ohiwa Loop Road, Ohiwa	Up to 1 year
Ministry of Justice	Opotiki District Court, Corner Church and Elliott Streets/119 Church Street (land only)	Gisborne Land District – Opotiki District Council  0.0720 hectares, more or less, being Allotment 447 Section 2 Town of Opotiki. All Gazette 1991, p 3522.	Up to 2 years  Transfer and leaseback (terms to be agreed with Ministry of Justice)

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Property name/address</b>	<b>Legal description</b>	<b>Deferred selection period/known conditions</b>
New Zealand Police	10 Elliott Street, Opotiki (Residential Police Property)	Gisborne Land District – Opotiki District Council  0.0885 hectares, more or less, being Section 2 SO 8555. Part GN 191852.1.	Up to 2 years  Transfer and leaseback (terms to be agreed with New Zealand Police)
New Zealand Police	Opotiki Police Station, 29 King Street	Gisborne Land District - Opotiki District Council  0.0833 hectares, more or less, being Section 1 SO 8544. All computer freehold register GS5C/481.	Up to 2 years  Transfer and leaseback (terms to be agreed with New Zealand Police)
New Zealand Police	Potts Avenue, Opotiki (Residential Police Property)	Gisborne Land District – Opotiki District Council  0.0653 hectares, more or less, being Section 3 SO 8555. Part GN 191852.1.	Up to 2 years  Transfer and leaseback (terms to be agreed with New Zealand Police)
Ministry of Education	Opotiki College (land only)	<i>Gisborne Land District – Opotiki District Council</i>  3.5488 hectares, more or less, being Allotment 426 Section 2 Town of Opotiki, Part Lots 1 and 3 DP 14521AK, and Lot 2 DP 14521AK. All Gazette Notice 118865.1.  4.7491 hectares, approximately, being Part Lot 3 DP 14521AK, Lots 1 and 2 DP 3167, Allotments 277, 278, 317 and 425 Section 2 Town of Opotiki, Part Allotments 318, 319 and 276 Section 2 Town of Opotiki, Parts Lot 1 DP 14521AK, Lot 1 DP 4459. All Gazette Notice 118930.1. Subject to survey.  0.1153 hectares, more or less, being Part Allotments 318 and 319 Section 2 Town of Opotiki. All Gazette Notice 159333.3.  St John Street, Opotiki	Up to 2 years  Transfer and leaseback

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

<b>Landholding agency</b>	<b>Property name/address</b>	<b>Legal description</b>	<b>Deferred selection period/known conditions</b>
Ministry of Education	Opotiki School (land only)	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>1.2646 hectares, more or less, being Allotment 422 Section 2 Town of Opotiki. Part Gazette 1935, p 1739, All Gazette 1913, p 2303 and All Gazette 1952, p 1245.</p> <p>1.6187 hectares, more or less, being Allotments 107, 108, 109, 110 and 111 Section 2 Town of Opotiki. All Gazette 1932, p 1745.</p> <p>0.3435 hectares, more or less, being Allotment 452 Section 2 Town of Opotiki. All <i>Gazette</i> 1951, p 321.</p> <p>0.3096 hectares, more or less, being Allotments 453 and 458 Section 2 Town of Opotiki. All <i>Gazette</i> 1965, p 285.</p> <p>Church Street, Opotiki</p>	<p>Up to 2 years</p> <p>Transfer and leaseback</p>
Ministry of Education	Woodlands School (land only)	<p><i>Gisborne Land District – Opotiki District Council</i></p> <p>2.0234 hectares, more or less, being Section 4S Hukutaia Settlement. All computer freehold register GS2D/120.</p> <p>Dip Road, Opotiki</p>	<p>Up to 2 years</p> <p>Transfer and leaseback</p>

**Transfer and leaseback**

6.9 If a deferred selection property to be transferred to the governance entity is -

6.9.1 a leaseback deferred selection property, the deed of settlement is to provide that the property is to be leased back by the governance entity to the Crown, from the settlement date, –

- (a) 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



## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

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- (b) 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 4 (plus GST, if any, on the amount so determined or agreed); or
- (c) 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).

### **School sites**

- 6.10 Transfer and leaseback of the school sites in Table 5 will be subject to standard Ministry of Education policies and operational considerations. Transfer and leasebacks of school sites are for land only and are subject to an agreed registrable ground lease for the property with ownership of the improvements remaining unaffected by the transfer. Operational considerations, such as shared school properties or some Board of Trustees house site issues may mean a specific site can be available but would be subject to specific processes in the deed of settlement (or lease).
- 6.11 Availability of transfer and leaseback of Ministry of Education sites is subject to the lease (for deferred selection properties) being agreed one month prior to initialling of the deed of settlement.
- 6.12 A school site will cease to be a transfer and leaseback property if before receipt of an election notice (in respect of deferred selection properties) the Ministry of Education notifies the mandated body or the governance entity as the case may be, that the site has become surplus to its requirements.

### **Rights of First Refusal**

- 6.13 The settlement documentation is to provide that –
  - 6.13.1 the governance entity has a right of first refusal (RFR) in relation to a disposal by the Crown of any of the land shown on the map in Attachment 5 as potential Area Right of First Refusal Land that the parties agree is to be RFR land if, on the settlement date, it is owned by the Crown; and
  - 6.13.2 the RFR will apply for 180 years from the settlement date.
- 6.14 The settlement documentation is to provide that –
  - 6.14.1 the governance entity has a RFR in relation to a disposal by the Crown of any of the land described in Attachment 6 as potential Right of First Refusal Land that the parties agree is to be RFR land if, on the settlement date, it is owned by the Crown; and
  - 6.14.2 the RFR will apply for 180 years from the settlement date.
- 6.15 Whakatōhea will continue discussions with neighbouring groups on the list of properties that Whakatōhea will be offered an RFR over within areas of shared interest.

**Fisheries quota right of first refusal**

- 6.16 The deed of settlement is to provide that by or on the settlement date, the Minister for Primary Industries will provide the governance entity with a right of first refusal within Whakatōhea's area of interest over species that are managed under the Fisheries Act 1996 and are introduced into the quota management system in the future. The details of the right of first refusal will be outlined in the deed of settlement.

**Reserve land development fund**

- 6.17 The deed of settlement is to provide the governance entity \$5 million for the purpose of a reserve land development fund.

**Marine space for aquaculture**

- 6.18 Whakatōhea see aquaculture development as a key to the economic future of the iwi and the eastern Bay of Plenty.
- 6.19 The Crown offers to reserve up to 5000 hectares of marine space within the Whakatōhea marine area of interest to provide Whakatōhea the opportunity to make appropriate resource consent applications for aquaculture.
- 6.20 The reserved space will be time bound for an agreed period, for a defined area and will take effect through the legislation that will give effect to the Whakatōhea settlement.
- 6.21 The Crown notes Whakatōhea intend to apply for resource consents for up to 5000 hectares of marine space ahead of the settlement legislation, and if they are granted consents for 5000 hectares prior to the settlement legislation the reservation will not be required. However, if Whakatōhea are granted resource consents for less than 5000 hectares of marine space, the Crown will reserve the balance.
- 6.22 If, in the agreed time period, Whakatōhea are unsuccessful in gaining resource consent for all or part of the reserved marine space then at the end of the agreed period the reservation of the reserved marine space will lapse, with no recourse to the Crown.

**Marine and harbour development costs**

- 6.23 The deed of settlement is to provide the governance entity up to \$2 million for marine and harbour development, up to \$1 million of which may be used for costs associated with resource consent processes.



## 7 TAHATŪ: OVERLAPPING INTERESTS PROCESS

Tahatū he pā kei te uru o Tirohanga. Ko te whakamāoritanga i a Tahatū ko te kaha, ko te kotinga rānei. E tika ana mō ngā kerēme e tukituki ana i ngā kotinga.

*Tahatū: A pā on the western end of Tirohanga. "Tahatū" means the edge or boundary. It is appropriate for the overlapping interests on boundaries.*

### Process for addressing overlapping interests

- 7.1 The development of this agreement in principle has been informed by the overlapping interests process set out in Attachment 7, which the parties agreed to implement following the signing of the terms of negotiation specified at clause 1.4.
- 7.2 The Crown is ultimately responsible and accountable for the overall overlapping interests process and it must act in accordance with its Treaty obligations. The Crown –
  - 7.2.1 has a duty to act in good faith to other claimant groups (including those who have already settled with the Crown (settled groups)) who have interests in the Whakatōhea area of interest (refer Attachment 1); and
  - 7.2.2 must ensure it actively protects the interests of other claimant groups (whether already mandated or not) and settled groups; and
  - 7.2.3 must avoid unreasonably prejudicing its ability to reach a fair settlement with other claimant groups in the future, while not unduly devaluing the settlement of other settled groups and with Whakatōhea.
- 7.3 Following the signing of this agreement in principle, parties will work together with overlapping claimant and settled groups to resolve any remaining overlapping interests matters. If after working together the overlapping interests remain unresolved, the Crown may have to make a final decision. In reaching any decisions on overlapping interests, the Crown is guided by two general principles:
  - 7.3.1 the Crown's wish to reach a fair and appropriate settlement with Whakatōhea without compromising the existing settlements of settled groups; and
  - 7.3.2 the Crown's wish to maintain, as far as possible, its capability to provide appropriate redress to other claimant groups and achieve a fair settlement of their historical claims.
- 7.4 The process for addressing remaining overlapping interests matters is set out in Table 7 below.

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**Table 7** – Next steps in overlapping interests process for Whakatōhea

Next steps	Timeframe
Agreement in principle uploaded to the Office of Treaty Settlements website.	18 August 2017
The Office of Treaty Settlements writes to all neighbouring groups advising of the Crown offer in the agreement in principle, seeking submissions (written confirmation of support, agreement reached with Whakatōhea or identification of issues for discussion).	Within one month of AIP signing
Neighbouring groups to provide submissions to the Office of Treaty Settlements. Whakatōhea to report back on engagement with neighbouring groups and advise of any agreements reached.	Within two months of neighbouring groups receiving Crown letter
The Office of Treaty Settlements, Whakatōhea and affected neighbouring groups (affected groups) to agree a process to resolve issues. The Office of Treaty Settlements assesses submissions and reports to the Minister for Treaty of Waitangi Negotiations: <ul style="list-style-type: none"> <li>• providing an update on overlapping interests; and</li> <li>• if there are issues, advising of a process to resolve them.</li> </ul>	Within two months of receiving submissions
Meetings between Whakatōhea and neighbouring groups. Crown to attend meetings if requested. Groups to agree on a solution to issues. If no agreement is reached, then the Office of Treaty Settlements will seek a preliminary decision in on unresolved issues.	Date to be confirmed
Minister for Treaty of Waitangi Negotiations to advise neighbouring groups of preliminary decisions on any unresolved issues. Officials from the Office of Treaty Settlements will be available to discuss the decisions.	Date to be confirmed
Responses from affected groups to the Minister for Treaty of Waitangi Negotiations' decisions.	Date to be confirmed
The Office of Treaty Settlements reports to the Minister for Treaty of Waitangi Negotiations on final decisions on overlapping interests and the Whakatōhea settlement package.	Date to be confirmed
Cabinet consideration of Whakatōhea settlement package.	Date to be confirmed
Parties aim to initial deed of settlement.	Date to be confirmed

## 8 WHITIKAU: INTEREST AND TAX

Whitikau kei te rāwhiti tonga o te Whakatōhea. Ko te whakamāoritanga mai o te kupu Whiti ko te ura, te whakawhiti rānei. He kupu whakakaha te kupu Kau, nōreirā, kei te tino ura, kei te kaha whakawhiti rānei. Ka whai māramatanga anō te 'whiti' i roto i te tipu mai o te hua moni o ngā haumi, ka whakamāorihia ana 'e tino ura ana'. Ka whakamāori anō te whiti ki te hokohoko, ki te utu i ō tāke.

*Whitikau is on the South East hinterlands of Whakatōhea. "Whiti" means to shine or to cross. "Kau" is an intensifier, to shine extremely brightly or to make a major crossing. "Whiti" can be interpreted as to gain interest from investments, which translates into shining brightly. "Whiti" translates into "make an exchange", to pay taxes.*

### Interest

8.1 The deed of settlement is to provide for the Crown to pay the governance entity, on the settlement date, interest on the financial and commercial redress amounts specified in clauses 6.3, 6.17 and 6.23.

8.1.1 for the period –

- (a) beginning on the date of this agreement in principle; and
- (b) ending on the day before the settlement date; and
- (c) at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.

8.2 The interest is to be –

8.2.1 subject to any tax payable; and

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

### Tax

8.3 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.

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

8.4.1 an input credit for GST purposes; or

8.4.2 a deduction for income tax purposes.

## 9 ŌPEKERAU: NEXT STEPS

Ōpekerau he pā kei Waioweka. Ko ngā kōrero mō Ōpekerau ko te whakawhitinga o Ngāti Ira i te awa o Waioweka ki te whakanoho i te pā o Waioweka.

*Waioweka Pā. Ōpekerau tells the story of when Ngāti Ira crossed the Waioweka river and settled at the present Waioweka Pā.*

### Disclosure information

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

### Resolution of final matters

- 9.2 The parties will work together to agree, as soon as reasonably practicable, all matters necessary to complete the deed of settlement, including agreeing on or determining as the case may be –
- 9.2.1 the terms of the –
    - (a) historical account; and
    - (b) Crown’s acknowledgements and apology; and
  - 9.2.2 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 schedules or tables, and if applicable, any conditions that will apply; and
  - 9.2.3 the transfer values of the commercial redress properties (in accordance with the valuation process in Schedule 4, or by another valuation process as agreed in writing between the landholding agency and Whakatōhea); and
  - 9.2.4 the terms of a registrable ground lease for any leaseback property; and
  - 9.2.5 the initial annual rent for any leaseback commercial redress property other than a school site<sup>2</sup>; and
  - 9.2.6 the official geographic names in accordance with clause 5.2.1; 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 6.9.1(c).

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- 9.2.7 the terms of the following (which will, where appropriate, be based on the terms provided in recent settlement documentation):
- (a) the cultural redress; and
  - (b) the transfer of the commercial redress properties; and
  - (c) the right to purchase a deferred selection property, including the process for determining its market value and if it is a leaseback property that is not a school site, its initial annual rent; and
  - (d) the RFR, including the circumstances in which RFR land may be disposed of without the RFR applying; and
  - (e) the tax indemnity; and
- 9.2.8 the terms and purposes of the funds referred to in clauses 5.31, 5.32, 5.33 and 6.17.
- 9.2.9 the following documents:
- (a) the protocols and relationship instruments in Tables 2 and 3; and
  - (b) the letters of introduction referred to in clauses 5.25 and 5.27; and
  - (c) the deeds of recognition; and
  - (d) statements of association for each of the statutory areas; and
  - (e) the settlement legislation; and
- 9.2.10 all other necessary matters.

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

- 9.3 Whakatōhea will, as soon as reasonably practicable after the date of this agreement, and before the signing of a deed of settlement –
- 9.3.1 form a single governance entity that the Crown is satisfied meets the requirements of clause 10.1.2(a); and
  - 9.3.2 develop a ratification process referred to clause 10.1.2(b) that is approved by the Crown.



## 10 TAIHARURU: CONDITIONS

Taiharuru he matapari ana kei Ōpape e matapae ana i te huarere mā te oro mai o te hau e uru ana ki roto i ngā ana.

*Taiharuru is the name of the caves at Ōpape. They tell the weather conditions by the sounds the prevailing winds make when entering the caves.*

### Entry into deed of settlement conditional

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

10.1.1 Cabinet agreeing to the settlement and the redress; and

10.1.2 the Crown being satisfied Whakatōhea have –

(a) established a governance entity that –

(i) is appropriate to receive the redress; and

(ii) provides, for Whakatōhea, –

(I) appropriate representation; and

(II) transparent decision-making and dispute resolution processes; and

(III) full accountability; and

(b) approved, by a ratification process approved by the Crown, –

(i) the governance entity to receive the redress; and

(ii) the settlement on the terms provided in the deed of settlement; and

(iii) signatories to sign the deed of settlement on Whakatōhea's behalf.

### Settlement legislation

10.2 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.

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

## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

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10.4 The draft settlement bill must:

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

10.4.2 be in a form that is satisfactory to Whakatōhea and the Crown.

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

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

10.6 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.



## 11 TĒRĀ WHĀNUI: GENERAL

He pātere tawhito a 'Tērā Whānui' nō Te Whakatōhea. Ko te whakamārama o Whānui i roto i te pātere ko te whetū arā, ko Whānui. Kua whakamahia nei kia whai tikanga nei i roto i te kupu tukipū.

*Tērā Whānui is an ancient pātere of Te Whakatōhea. The meaning of Whānui in the pātere is the name of the star Vega. "Whānui" is used in the context of "general".*

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

11.1 This agreement in principle –

11.1.1 is entered into on a without prejudice basis; and

11.1.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal; and

11.1.3 is non-binding; and

11.1.4 does not create legal relations.

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

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

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

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

### **Definitions**

11.5 In this agreement in principle –

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

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

### **Interpretation**

11.6 In this agreement in principle –

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

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11.6.1 headings are not to affect its interpretation; and

11.6.2 the singular includes the plural and vice versa.

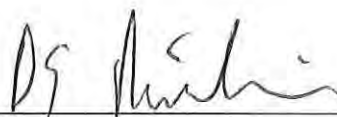
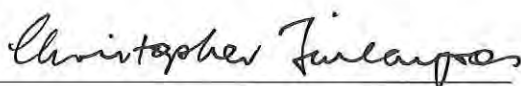
11.7 Provisions in –

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

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

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

**SIGNED** for and on behalf of **WHAKATŌHEA** by -



Hon Christopher Finlayson  
The Minister for Treaty of Waitangi  
Negotiations

Graeme Riesterer  
Chair  
Whakatōhea Pre-Settlement Claims  
Trust

in the presence of -  
**WITNESS**



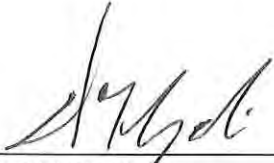
Name: *Glenn Walker*

Occupation:

Address:

PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

SIGNED for and on behalf of the Whakatōhea Pre-Settlement Claims Trust by -



David Ngata  
Trustee  
Whakatōhea Pre-Settlement Claims  
Trust



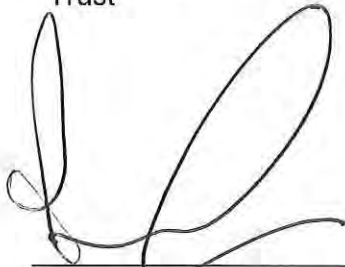
Mereaira Hata  
Trustee  
Whakatōhea Pre-Settlement Claims  
Trust



Te Wheki Porter  
Trustee  
Whakatōhea Pre-Settlement Claims  
Trust



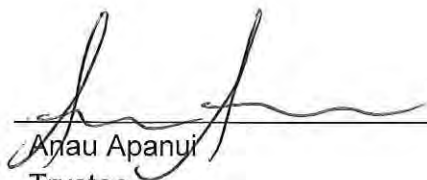
Erin Moore  
Trustee  
Whakatōhea Pre-Settlement Claims  
Trust



Mana Pirihī  
Trustee  
Whakatōhea Pre-Settlement Claims  
Trust



Tahu Taia  
Trustee  
Whakatōhea Pre-Settlement Claims  
Trust



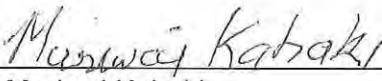
Anau Apanui  
Trustee  
Whakatōhea Pre-Settlement Claims  
Trust





Jason Kurei  
Trustee  
Whakatōhea Pre-Settlement Claims  
Trust


PUNAWHAKAIRO AGREEMENT IN PRINCIPLE


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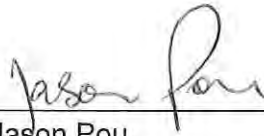
  
Muriwai Kahaki  
Trustee  
Whakatōhea Pre-Settlement Claims  
Trust

  
Bruce Pukepuke  
Trustee  
Whakatōhea Pre-Settlement Claims  
Trust

  
Robert Edwards  
Trustee  
Whakatōhea Pre-Settlement Claims  
Trust

  
Keita Hudson  
Trustee  
Whakatōhea Pre-Settlement Claims  
Trust

  
Maui Hudson  
Negotiator

  
Jason Pou  
Negotiator

PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

Other witnesses/members of Whakatōhea who support the settlement

Robette Papuni Tutefelu Ngati Ruatokanga

Le Raki Anuano

Samui (api) Mason Ngati Patu

Ioani Aporoanga Takino Hata  
Heleen Martini Opa Ngati RUA TAKANA

Daire Coenen Rehihi Ngati Ngahere  
Ruka Hudson Ngaitama Hara.

Robert Selwyn Ngaitararua  
Ernest Selwyn Nga Tama Hara  
Binny Anama ✓ ✓ ✓

Hohu Peter Williams Ngati Nohere  
Tareva Temple Ngati Ira  
Herewaka Sally Kahurangi Ngati Ngahere  
Elle Talbot Ngati Tama  
Josephine Matheson Kutarere  
Matilda Maxwell Otara Rd.  
S. Day Itawa Rd

Georgina Jain Omaramutu

Georgina Koopu Ngati Rua  
Tahi Ropitini Patutu

Paea Georgina Narayan (Papuni) Ngati Rua.



PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

Other witnesses/members of Whakatōhea who support the settlement

Alexis Huntley

Jayde Hata

Ipo Baker - Te Mai Pi

Nakaha Sami Narayan Ngati Rua

Nadia Vapna Narayan Ngati Rua

Rakaea Hudson - Whakatōhea - ngai Tama

Te Akau Hudson - Whakatōhea - ngai Tama

Julie Te Uirikore Lux Ngatirua

Mene Paamu Tonia Nathan - Ngati Patu

ORSONA Tawhara Ngatirua

Bill Nathan Te Atiawa (married Dorcas Walker)

Sienna, Manaiia, Taimana; Shepherd Ngai Tama

Diane Farver - Ngai Tama; Moana Edwardson (Ngai Tamahaua) Nati Rua

Wallace EDWARD PARSONS

(Ngai Tamahaua)

Jayelle Douglas - Te Whakatōhea

Te Manawa - Te Whakatōhea

Louis Erickson Ngati Rua

Raina Houia (Wi Ake Ake) Te Upokorehe


Colombani Tamatera Ngati Tamahaua Upokorehe

Colombani Tawhara Ngati Tamahaua Upokorehe

Wilkie Ngati Rua Upokorehe

PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

Other witnesses/members of Whakatōhea who support the settlement

Tania Wolfram   
Ngai Tamahaua Upokorehe.

Helewa Wolfram-PAGE  
TEAVANUI, MAX TORETA  
LUKE TETKI PAGE  
NGAI Tamahaua  
Upokorehe.

Rachel Hinrichua Rangitapu  
Wolfram  
Ngai Tamahaua, Upokorehe

Ang Halli Ngai Tamahaua.  
Opape Mame.

Atkins Ngai Tamahaua  
Opape Mame

Patawahine Maxwell Ngati Patumona.  
Waiawa.

Toots Maxwell Ngati Ngahere.  
Des Mphree Ngati IRA

Bettina Tamara Maxwell Ngati Rua.  
Teamai Hudson Ngai tamahaua  
Tema Hudson Ngai Tamahaua.  
Eddie Hudson Ngai Tamahaua.



PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

Other witnesses/members of Whakatōhea who support the settlement

Makewaea	Hata	Ngati	Rua
Mareh Ngahere	Kelly <sup>(Tira)</sup>	Ngati	Potumoa
Huia Pukohia	Whalunga	<del>Ngati</del>	<del>Potumoa</del>
Nova Elisabeth Moore		Ngati	Potumoa.

Hanea Anita Maxwell	Ngatingahere x
Thomas Taubiri	Ngāi Rua, Ngati Muriwai
Louis Rāpikona	Ngai Tamatara.
Kobe Maxwell	Ngati Ira Ngahere
Paora Brosnan	Te Whakatōhea.
Chere Brosnan	Te Whakatōhea.
Tenakone Denny	Te Whakatōhea.
Jaysin Walker	Te Whakatōhea
Tauhakea Takoo	Te Whakatōhea
Matepiki Koroua	Ngati Ira
Kiri Waldegrave	Ngati Rua

Ah to hi ha Waldegrave Ngati Rua

Āwhina Waldegrave	Ngati Rua
Maia Waldegrave	Ngati Rua.

PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

Other witnesses/members of Whakatōhea who support the settlement

Hera Puhī Waimaringi Swinton-Robertson  
(Amoamo - Walker)

George Te Riaki Swinton-Robertson

Henry Te Awanui Swinton-Robertson

Arihia Valerie Carrington  
Christopher Jean Carrington

Te Whukaitōhea  
Ngati Ngahere  
Ngati Kua

Julia Heia Hata Williams

Te Paea Tai

-Ngati Ira TE WHAKATŌHEA  
Ngati-Ira, Ngai Tamahaua

Rangimarie Biddle

Ngati Ngahere

~~Reta Carrington~~

Ngati Ngahere

~~Christine Carrington~~

Ngati Ngahere

~~Wendy Carrington~~

Ngati Ngahere

PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

Other witnesses/members of Whakatōhea who support the settlement

Ty 10 h  
 JARED TUNO *Jared Tuno*

At last the deeds done. My whanau is smiling joyously  
 HJ Conning (Tarati Dorothy Conning nee James)

~~James~~  
 James (Paula James)

<sup>Waarenga</sup>  
 Anetapuruan Delavere - Amoano

Te Ao Mcloughlin	Ngāhi Rua ne Ūpokorehe.
<i>Maddie Paul</i>	Ngatingahere Terere
Yiarna Lee Jauobi	Ngahi Rua
Kings Wines	Ūpokorehe
Lekem Wines	"
<i>Orte</i>	Ngati Rua
Laurie Mashell	Whakatōhia
Shelley Mitai	Ngaitamaua
Rangimiri Richard Mitai	Ngatingahere
Te Atangi Tahua	Ngati ira
J. M. Jarbana	Ngati Ira



PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

Other witnesses/members of Whakatōhea who support the settlement

Lynn Ruester Ngati Patumoaana  
 Gerardine Paretakaka Jeffenes Ngati Patumoaana  
 Susan Mitai Taia Ngati Ngahere  
 Anahera Mitai Ngati Ngahere  
 Carole Mitai Ngati Ngahere  
 Jodie Haami Pukepuke Upokorehe  
 Kate Tereinga Pukepuke Upokorehe  
 RIKIHANA Pukepuke Hefferan Upokorehe  
 Thomas Te-rangi Pukepuke  
 Tepora Pukepuke Upokorehe  
 Rozi Pukepuke (Te Mikiroa) Upokorehe  
 Niamh Steens Ngati Patu  
 Inene Moore Ngati Patu  
 Julia Forangi Warren Ngati Patu Ngati Tamahaua  
 Maire Selina Warren Ngati Patu Ngati Tamahaua  
 NICHOLA EDWARDS NEE SELWYN NGATI TAMAHAUA  
 Philip Baker Ngati Patumoaana  
~~Leah~~ Ngati Patumoaana  
 Kim Douglas "Ngati Ira" Waioweka

PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

Other witnesses/members of Whakatōhea who support the settlement

Jennina Temepara Ngāti-Rua / Ngāti Ira  
Sonya Martin Whakatōhea  
Taimoana Bristowe Ngāti Rua  
Parehia Mareroa-Karanga Mafi Ngāti Rua  
Geoff Bristowe Ngāti Rua & L.P.  
John Raikete Amoamo Poppeton Ngāti Rua  
Paul Kurei Ngāti Ira NO Wairowaka  
Sarah Kurei Ngāti Ira Te Whakatōhea  
Edward Mitai Ngāti Ira Te Whakatōhea  
Turei Koroua Ngāti Ira Te Whakatōhea  
Tawhara Kurei Ngāti Ira Te Whakatōhea  
Renee Shepherd Ngātama Te Whakatōhea  
Kimberley Hera Maxwell Ngāti Patumoana Te Whakatōhea  
Hiemoana Metzi Timenēz Maxwell Ngāti Patumoana Te Whakatōhea  
Kim & Percy Williams Ngāti Ngāhere  
PP Mōrah Tawhara Ngāti Ira  
Ian Dickson Ngāti Katimona Ceitoad  
Haki Merobats. ODE Opatiki  
ARIMA TUORE Ngāti ngehene / Ngāti Rua  
Cina Smith Ngāti Patumoana  
Juleson Lotarandi Ngāti Ira / Ngāti Rua

## SCHEDULES

- 1 NGĀ WHAKAMARAMA  
DEFINITIONS
- 2 NGĀ TŪTOHU Ā TE KARAUNA  
PROVISIONAL CROWN ACKNOWLEDGEMENTS
- 3 NGĀ TOHU Ō KAPU-Ā-RANGI  
SETTLEMENT TERMS
- 4 NGĀ TURE PĀKIHĪKURA  
VALUATION PROCESS FOR POTENTIAL COMMERCIAL REDRESS  
PROPERTIES



## 1 NGĀ WHAKAMĀRAMA

### 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 Whakatōhea, 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 Whakatōhea or a representative entity, including the following claims:

(a) Wai 87 – Whakatōhea Raupatu claim;

(b) Wai 203 – Mokomoko whānau claim;

(c) Wai 339 – Hiwarau block claim;

(d) Wai 558 – Ngāti Ira o Waioweka Rohe claim;

(e) Wai 864 – Moutohora quarry claim;

## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

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- (f) Wai 1092 – Upokorehe claim;
- (g) Wai 1433 – Nepia Whanui Trust claim;
- (h) Wai 1758 – Roimata marae, Upokorehe hapū, Ngāti Raumoia Roimata Marae Trust claim;
- (i) Wai 1775 – Ngāti Patu claim;
- (j) Wai 1781 – Ngāi Tamahaua claim;
- (k) Wai 1782 – Ngāti Rua claim;
- (l) Wai 1787– Rongopopoia ki Upokorehe claim;
- (m) Wai 1794 – Turangapikitoi hapū claim;
- (n) Wai 1795 – Ngāti Rua claim;
- (o) Wai 1827 – the Descendants of Rangihaerepō claim;
- (p) Wai 1884 – Ngāti Ngahere claim;
- (q) Wai 2006 – Upokorehe and Whakatōhea claim;
- (r) Wai 2008 – Pākowhai claim;
- (s) Wai 2055 – Ngāi Tama of Opape claim;
- (t) Wai 2066 – Ngāti Ruatakenga claim;
- (u) Wai 2107– Ngāti Ngahere/Ngāti Ira claim;
- (v) Wai 2160 – Whakatōhea/Ngāti Muriwai claim; and

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

- (a) Wai 287 – School history claim;
- (b) Wai 1511 – Ngāi Tamatea claim;
- (c) Wai 2510 – Te Kahika claim.

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

- (a) a claim that a member of the Whakatōhea, or a whānau, hapū, or group referred to in paragraph 1.6.2, may have that is, or is founded on, a right

## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

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arising as a result of being descended from an ancestor who is not referred to in paragraph 1.6.1.

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

1.2 The deed of settlement will provide that nothing in the settlement legislation:

- (a) extinguishes or limits any aboriginal title, or customary rights, that Whakatōhea may have;
- (b) is, or implies, an acknowledgement by the Crown that any aboriginal title, or any customary right, exists.

1.3 Except as expressly provided in the deed of settlement or the settlement legislation, nothing in the deed of settlement or the settlement legislation:

- (a) will affect a right that Whakatōhea or the Crown may have, including 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 in relation to aboriginal title or customary law); or
  - (iv) from a fiduciary duty; or
  - (v) otherwise; or
- (b) is intended to affect any action or decision under the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims; or
- (c) affects any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in clause 1.3(b) above, including:
  - (i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
  - (ii) the Fisheries Act 1996; or
  - (iii) the Māori Fisheries Act 2004; or
  - (iv) the Māori Commercial Aquaculture Claims Settlement Act 2004.

1.4 To avoid doubt, the settlement of the historical claims of Whakatōhea will not affect applications by iwi, hapū or whānau of Whakatōhea for the recognition of protected

## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

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customary rights or customary marine title under the Marine and Coastal Area (Takutai Moana) Act 2011.

- 1.5 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.
- 1.6 The deed of settlement will provide Whakatōhea or the **settling group** means -
- 1.6.1 the collective group composed of individuals who descend from a Whakatōhea ancestor; and
  - 1.6.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in paragraph 1.6.1, including the descent groups of Whakatōhea:
  - 1.6.3 every individual referred to in paragraph 1.6.1.
- 1.7 The deed of settlement will provide, for the purposes of paragraph 1.6.1 –
- 1.7.1 a person is **descended** from another person if the first person is descended from the other by –
    - (a) birth; or
    - (b) legal adoption; or
    - (c) Māori customary adoption in accordance with tikanga Whakatōhea (customary values and practices); and
  - 1.7.2 **Whakatōhea ancestor** means an individual who exercised customary rights predominantly in relation to the Area of Interest after 6 February 1840 by virtue of being descended from:
    - (a) Muriwai ; and/or
    - (b) Tūtāmure ; or
    - (c) a recognised ancestor of any of the groups listed in paragraph 1.7.4.
  - 1.7.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices) including -
    - (a) rights to occupy land; and
    - (b) rights in relation to the use of land or other natural or physical resources.
  - 1.7.4 **descent groups of Whakatōhea** means:
    - (a) Ngāti Rua;
    - (b) Ngāi Tamahaua;

- (c) Ngāti Patumoana;
- (d) Ngāti Ngāhere;
- (e) Ngāti Ira; and
- (f) Te Upokorehe.

**Other definitions**

1.8 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 4.12.2 the date of that referral; and,
- (b) in relation to an appointment under paragraph 4.12.3 or 4.12.4, 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 4.13.1; 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
- (d) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (e) a day that is observed as the anniversary of the province of –
  - (i) Wellington; or
  - (ii) Auckland;

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

## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

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

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

**Crown leaseback**, in relation to a deferred selection property, means the lease the deed of settlement will provide to be entered into by the governance entity and the Crown as described in clause 6.9.1; and

**Crown redress –**

(a) means redress –

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

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

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

(i) to acquire a deferred selection property; or

(ii) of first refusal in relation to RFR land; but

(c) does not include:

(i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property or RFR land; or

(ii) a deferred selection property or RFR land; or

(iii) any on-account payment made before the date of the deed or to entities other than the governance entity; and

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

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

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

**deferred selection period** means each period starting on the settlement date and lasting for the period of time specified for each potential deferred selection property under the heading "deferred selection period/known conditions" in Table 5.

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



## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

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**disclosure information** means –

- (a) in relation to a redress property, the information provided by the Crown to the governance entity under clause 9.1; and
- (b) in relation to a purchased deferred selection property, the disclosure information about the property the deed of settlement requires to be provided by the Crown to the governance entity; and

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

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

**financial and commercial redress amount** means the amount referred to as the financial and commercial redress amount in clauses 6.3, 6.17 and 6.23; and

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

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

**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 4 and 5 and Attachment 6, as the case may be; and

**leaseback commercial redress property** means:

- (a) 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 identified in Table 5 as a leaseback property; and
- (b) a potential redress property identified in the deed of settlement as a leaseback property; and

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

**mandated negotiators** means –

- (a) the following individuals:

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- (i) Jason Pou, Ngā Puhī, Rotorua, Lawyer;
  - (ii) Maui Hudson, Whakatōhea, Hamilton, Researcher; or
- (b) if one or more individuals named in paragraph (a) dies, or becomes incapacitated, the remaining individuals; and

**mandated body** means the Whakatōhea Pre-Settlement Claims Trust; and

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

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

**party** means each of Whakatōhea and the Crown; and

**potential commercial redress property** means each property described as a potential commercial redress property in Table 4; and

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

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

**potential RFR land** means the land described as potential RFR land in Attachment 6; and

**protocol** means a protocol referred to in Table 2; and

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

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

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

**redress property** means –

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

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**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 Whakatōhea; and

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

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

**RFR** means the right of first refusal referred to in clause 6.13.1; and

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

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

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

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

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

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

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

**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 5.18.1; and

## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

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**statutory acknowledgement** means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 5.18.1 on the terms to be provided by the settlement legislation; and

**statutory area** means an area referred to in clause 5.18.1(a) as a statutory area; and

**tax indemnity** means the indemnity to be provided in the deed of settlement under clauses 8.3 and 8.4; and

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

**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

**unencumbered transfer**, in relation to a cultural redress property, means transfer with no conservation protections (reserve status or conservation covenant), but protection of existing third party interests, and no requirement to maintain public access (unless the Department of Conservation requires an easement, e.g. over a track); and

**valuation arbitrator**, in relation to a valuation property means the person appointed under paragraphs 4.3.2 or 4.4, in relation to the determination of its market value, and if applicable its market rental; and

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

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

## 2 NGĀ TŪTOHU Ā TE KARAUNA

### PROVISIONAL CROWN ACKNOWLEDGEMENTS

- 2.1 The Crown acknowledges that:
- 2.1.1 Whakatōhea rangatira signed te Tiriti o Waitangi/the Treaty of Waitangi to enshrine their rights and rangatiratanga;
  - 2.1.2 despite the promise of te Tiriti o Waitangi/the Treaty of Waitangi, many Crown actions created long-standing grievances for Whakatōhea and over the generations Whakatōhea has sought to have their grievances addressed;
  - 2.1.3 the work of pursuing justice for these grievances has placed a heavy burden on the whānau and hapū of Whakatōhea and impacted upon the life force (mauri), social wellbeing and physical, mental, spiritual and economic health of the people; and
  - 2.1.4 the Crown has never properly addressed these historical grievances and recognition is long overdue.
- 2.2 The Crown acknowledges that sending its forces into Ōpōtiki in September 1865 without sufficient prior warning or explanation to Whakatōhea constituted an injustice and was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 2.3 The Crown further acknowledges that Whakatōhea suffered a loss of life and destruction of property during its attack on Whakatōhea including at Te Tarata Pā. The Crown acknowledges that widespread looting by Crown forces devastated Whakatōhea's once thriving economy, Whakatōhea's social structure, as well as damaging the mana, and rangatiratanga of the hapū involved. The Crown acknowledges that its conduct showed reckless disregard for Whakatōhea, went far beyond what was necessary or appropriate in the circumstances and was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 2.4 The Crown acknowledges that its confiscation and subsequent retention of a significant portion of land in which Whakatōhea had interests was unjust, unconscionable and a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown further acknowledges that it unfairly labelled Whakatōhea as rebels and that the confiscation of land, taonga and other resources under the New Zealand Settlements Act 1863 has had a profoundly harmful impact on the welfare, economy and development of Whakatōhea, devastating the iwi's mana and mauri and causing great distress and suffering.
- 2.5 The Crown acknowledges that:
- 2.5.1 the prejudice created by the confiscation of lands in which Whakatōhea had interests was exacerbated by inadequacies in the Compensation Court and out-of-court settlement process;
  - 2.5.2 in some instances lands were granted to individuals rather than to hapū by the Compensation Court and out-of-court settlements process and this was not



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consistent with customary tenure. This system was imposed on Whakatōhea and their views were not sought;

2.5.3 tensions and divisions between the various hapū of Whakatōhea were exacerbated by:

(a) the provision of the isolated Hiwarau Reserve; and

(b) the relocation some Whakatōhea hapū from land they had traditionally occupied and cultivated, to the Ōpape Native Reserve, which previously belonged to other hapū of Whakatōhea; and

2.5.4 these actions eroded the traditional social structures, mana, and rangatiratanga of Whakatōhea. The Crown failed to adequately protect Whakatōhea from the impact of these actions and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

2.6 The Crown further acknowledges that its breaches of te Tiriti o Waitangi/the Treaty of Waitangi mean that it must now build a new foundation of trust and commitment so that Whakatōhea and the Crown can move forward together to advance their aspirations for communities living in te rohe o te Whakatōhea.



### 3 NGĀ TOHU Ō KAPU-Ā-RANGI TERMS OF SETTLEMENT

#### **Rights unaffected**

- 3.1 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**

- 3.2 Each party to the deed of settlement is to acknowledge in the deed of settlement that –
- 3.2.1 the other party has acted honourably and reasonably in relation to the settlement; but
  - 3.2.2 full compensation to Whakatōhea is not possible; and
  - 3.2.3 Whakatōhea intends their foregoing of full compensation to contribute to New Zealand's development; and
  - 3.2.4 the settlement is intended to enhance the ongoing relationship between Whakatōhea and the Crown (in terms of the Treaty of Waitangi/Te Tiriti o Waitangi, its principles, and otherwise).
- 3.3 Whakatōhea is to acknowledge in the deed of settlement that –
- 3.3.1 taking all matters into consideration (some of which are specified in paragraph 3.2), the settlement is fair in the circumstances; and
  - 3.3.2 the redress –
    - (a) is intended to benefit Whakatōhea collectively; but
    - (b) may benefit particular members, or particular groups of members, of Whakatōhea if the governance entity so determines in accordance with the governance entity's procedures.

#### **Implementation**

- 3.4 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) –
- 3.4.1 settle the historical claims; and
  - 3.4.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
  - 3.4.3 provide that certain enactments do not apply –

## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

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- (a) to a redress property, a purchased deferred selection property, or any RFR land; or
  - (b) for the benefit of Whakatōhea or a representative entity; and
- 3.4.4 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
- 3.4.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not apply –
  - (a) where relevant, to any entity that is a common law trust; and
  - (b) to any settlement documentation; and
- 3.4.6 require the Secretary for Justice to make copies of the deed of settlement publicly available.
- 3.5 The deed of settlement is to provide –
  - 3.5.1 the governance entity must use its best endeavours to ensure every historical claim is discontinued by the settlement date or as soon as practicable afterwards; and
  - 3.5.2 the Crown may:
    - (a) cease any land bank arrangement in relation to Whakatōhea, the governance entity, or any representative entity, except to the extent necessary to comply with its obligations under the deed;
    - (b) after the settlement date, advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement.

## 4 NGĀ TURE PĀKIHĪKURA

### VALUATION PROCESS FOR POTENTIAL COMMERCIAL REDRESS PROPERTIES

*Note: Unless otherwise agreed in writing between the relevant landholding agency and Whakatōhea, 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

- 4.1 This subpart provides how the following are to be determined in relation to a valuation property:
- 4.1.1 its transfer value; and
  - 4.1.2 if it is a leaseback property that is not a school site, its initial annual rent.
- 4.2 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

- 4.3 The parties, in relation to a property, not later than [10] business days after the notification date:
- 4.3.1 must each:
    - (a) instruct a valuer using the form of instructions in appendix 1; and
    - (b) give written notice to the other of the valuer instructed; and
  - 4.3.2 may agree and jointly appoint the person to act as the valuation arbitrator in respect of the property.
- 4.4 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.
- 4.5 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

- 4.6 Each valuer must be a registered valuer.

## **PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

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- 4.7 The valuation arbitrator –
- 4.7.1 must be suitably qualified and experienced in determining disputes about –
- (a) the market value of similar properties; and
  - (b) if applicable, the market rental of similar properties; and
- 4.7.2 is appointed when he or she confirms his or her willingness to act.

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

- 4.8 Each party must, in relation to a valuation, not later than:
- 4.8.1 [50] business days after the notification date, provide a copy of its final valuation report to the other party; and
- 4.8.2 [60] business days after the notification date, provide its valuer's written analysis report to the other party.
- 4.9 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**

- 4.10 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.
- 4.11 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**

- 4.12 If both valuation reports for a property are delivered by the required date:
- 4.12.1 the parties must endeavour to agree in writing:
- (a) the transfer value of a property that is not a school site; or
  - (b) if the property is a school site, the transfer value (being the agreed market value based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%); and
  - (c) if the property is a leaseback property that is not a school site, its initial annual rent;

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- 4.12.2 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 4.3.2 or paragraph 4.4, refer that matter to the determination of the valuation arbitrator; or
- 4.12.3 if that agreement has not been reached within the [70] business day period but the valuation arbitrator has not been appointed under paragraph 4.3.2 or paragraph 4.4, the parties must attempt to agree and appoint a person to act as the valuation arbitrator within a further [5] business days; and
- 4.12.4 if paragraph 4.12.3 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
- 4.12.5 the valuation arbitrator, must promptly on his or her appointment, specify to the parties the arbitration commencement date.

### VALUATION ARBITRATION

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



## **PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

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- 4.15 The valuation arbitrator must –
- 4.15.1 have regard to the requirements of natural justice at the arbitration meeting; and
  - 4.15.2 no later than [50] business days after the arbitration commencement date, give his or her determination –
    - (a) of the market value of the property (which in respect of a school site is to be the market value based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%); and
    - (b) if applicable, of its market rental; and
    - (c) being no higher than the higher, and no lower than the lower, assessment of market value and/or market rental, as the case may be, contained in the parties' valuation reports.
- 4.16 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**

- 4.17 The transfer value of the property, and if applicable its initial annual rent, is:
- 4.17.1 determined under paragraph 4.10 or 4.11, (as the case may be); or
  - 4.17.2 agreed under paragraph 4.12.1; or
  - 4.17.3 the market value and, if applicable, market rental determined by the valuation arbitrator under paragraph 4.15.2, if the determination is in respect of a property that is not a school site; or
  - 4.17.4 if the property is a school site, the market value determined by the valuation arbitrator under paragraph 4.15.2, (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**

- 4.18 In relation to the time limits each party must use reasonable endeavours to ensure –
- 4.18.1 those time limits are met and delays are minimised; and
  - 4.18.2 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**

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



**COSTS**

- 4.20 In relation to the determination of the transfer value, and initial annual rent, of a property, each party must pay –
- 4.20.1 its costs; and
  - 4.20.2 half the costs of a valuation arbitration; or
  - 4.20.3 such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

# PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

## APPENDIX 1

### PLEASE NOTE

If these instructions apply to-

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

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

[Valuer's name]

[Address]

### Valuation instructions

#### INTRODUCTION

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

#### PROPERTY TO BE VALUED

Whakatōhea 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 Whakatōhea 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].

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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/Whakatōhea][~~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 Whakatōhea may elect to purchase the property as a commercial redress property under part 6, plus GST (if any).

### [MARKET VALUE OF A SCHOOL SITE

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

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

A two step process is required:

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

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

For the purposes of these instructions:

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

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

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

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

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

### **VALUATION OF PROPERTY**

You must, in relation to a property:

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



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

### **REQUIREMENTS OF YOUR VALUATION**

Our requirements for your valuation are as follows.

You are to assume that –

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

## **PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

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- (b) all legislative processes that the Crown must meet before disposing of the property have been met.

Your valuation is –

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



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

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

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

### ACCEPTANCE OF THESE INSTRUCTIONS

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

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

### ACCESS

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

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

## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

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### OPEN AND TRANSPARENT VALUATION

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

In particular, you must:

- (a) copy any questions you have or receive with regard to the valuation, together with the responses, to Whakatōhea, 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]

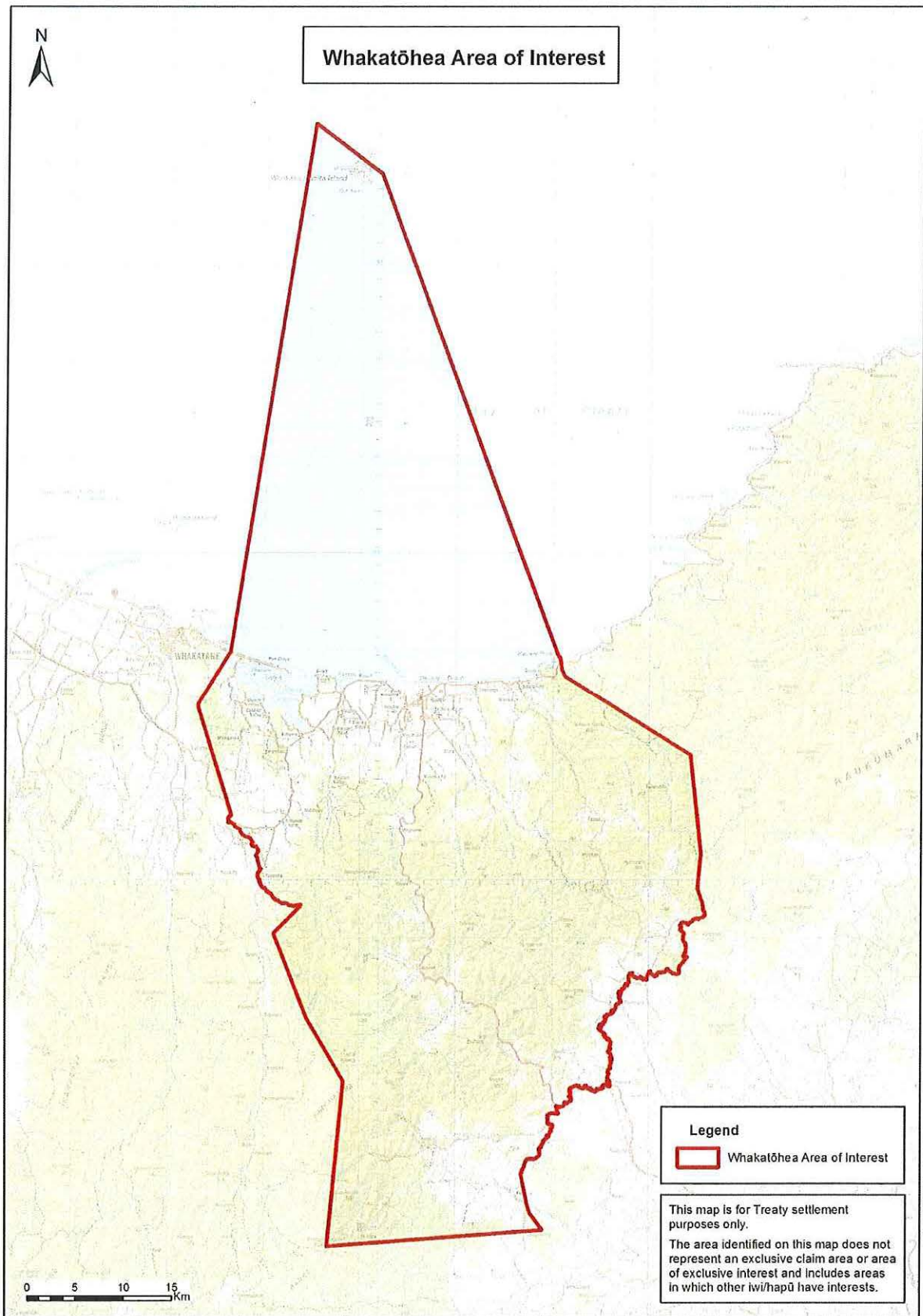
[Whakatōhea/Land holding agency][delete one]

## ATTACHMENTS

1. TAHAŪ  
AREA OF INTEREST
2. WHAKATAKOTO I TE HAKA-Ā-TAMARAU  
PROPOSED CULTURAL REDRESS SITE MAPS
3. TE PAE WHENUA O WHAKATŌHEA O TE WHENUA TAKI KI WAIARIKI  
AREA OF THE WHAKATŌHEA CHAPTER IN THE BAY OF PLENTY  
CONSERVATION MANAGEMENT STRATEGY
4. TE PAE TURE  
STATUTORY AREAS
5. TE PAE MANA  
AREA RIGHT OF FIRST REFUSAL
6. TE PAE WHENUA  
POTENTIAL RIGHT OF FIRST REFUSAL LAND
7. TE TAHAŪ O WHAKATŌHEA ME TE KARAUNA  
CROWN AND WHAKATŌHEA PROCESS FOR ADDRESSING OVERLAPPING  
INTERESTS

**1 TAHATŪ**  
**AREA OF INTEREST**

PUNAWHAKAIRO AGREEMENT IN PRINCIPLE



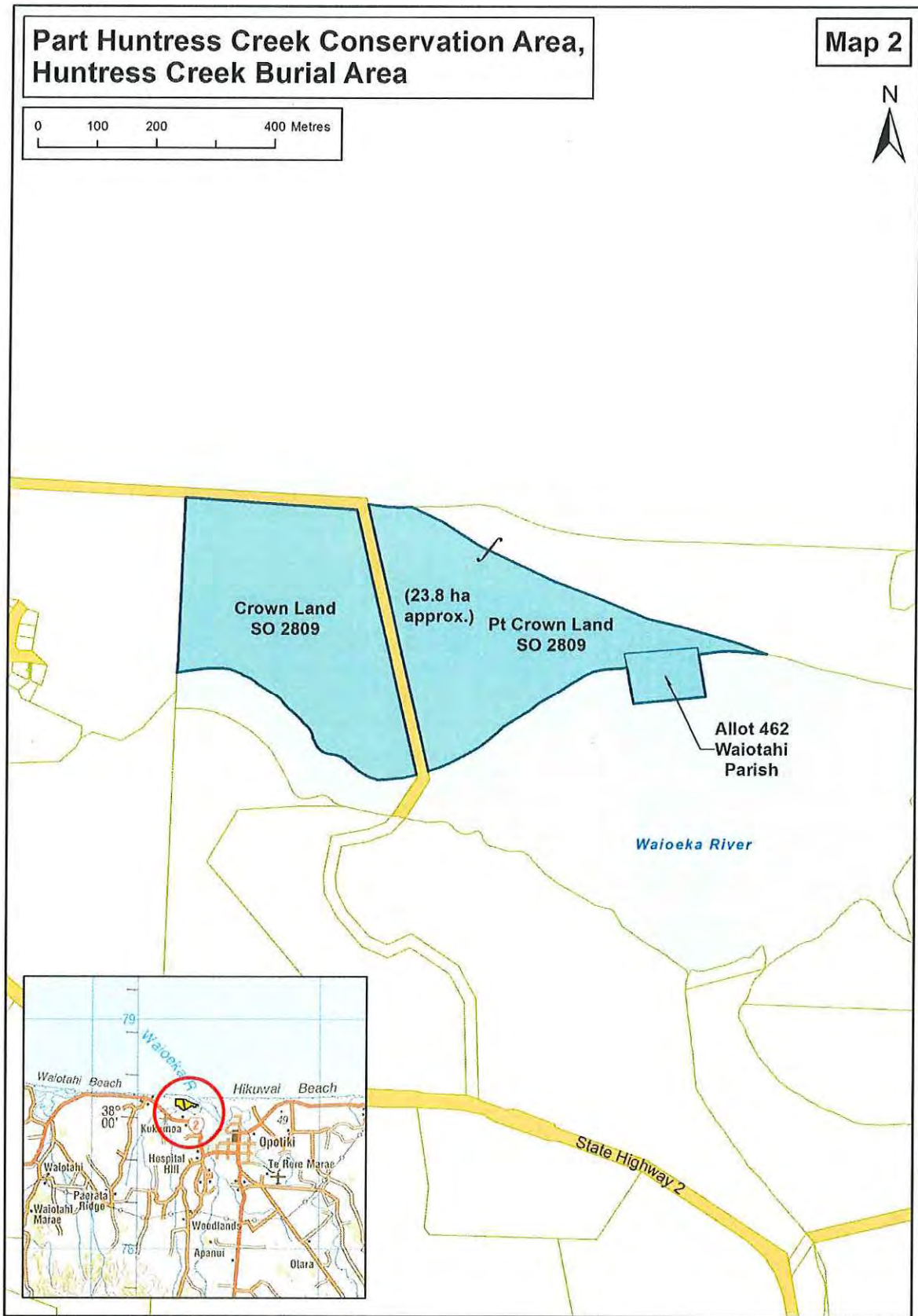
**2 WHAKATAKOTO I TE HAKA-Ā-TAMARAU  
PROPOSED CULTURAL REDRESS SITE MAPS**

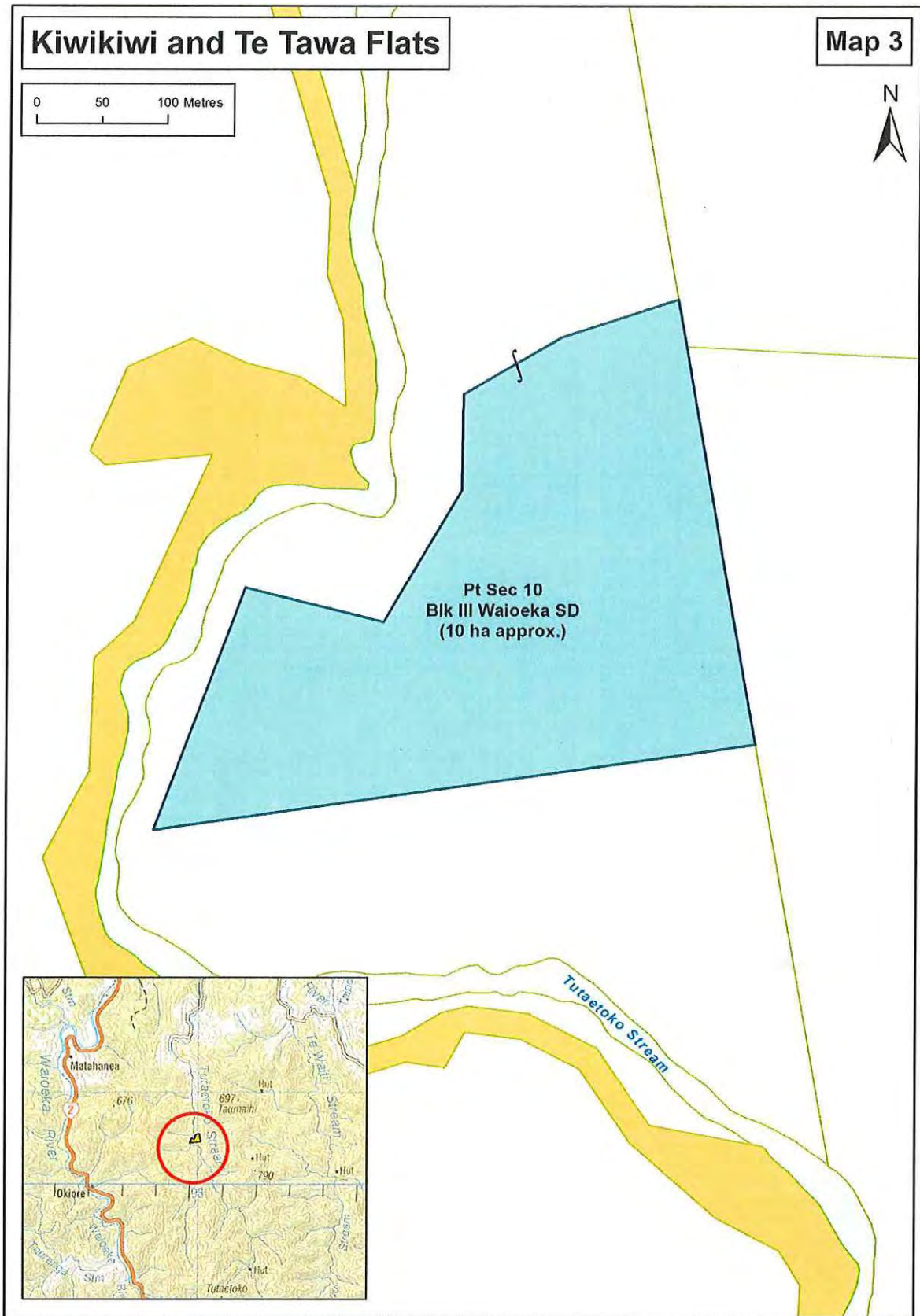


PUNAWHAKAIRO AGREEMENT IN PRINCIPLE



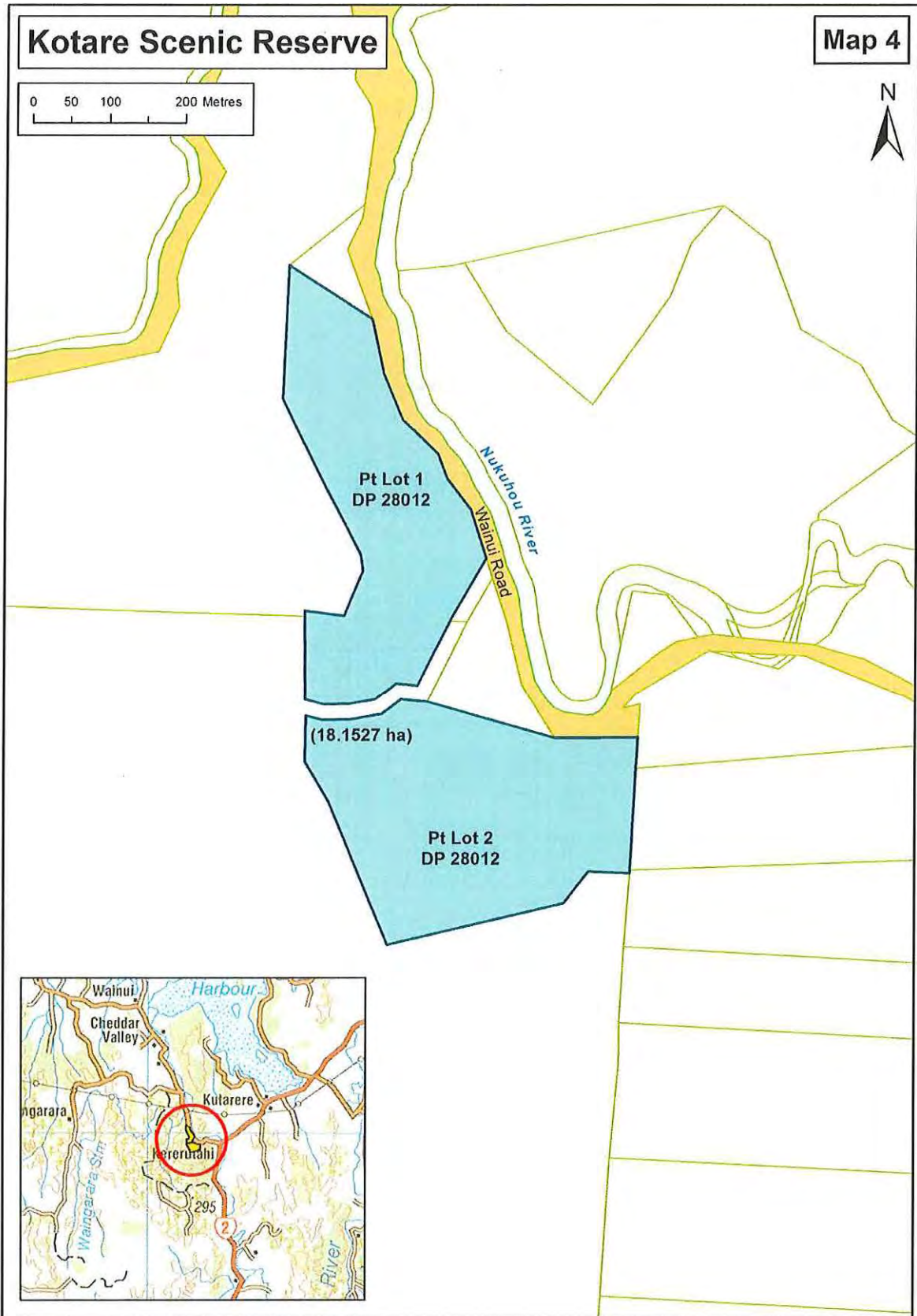
PUNAWHAKAIRO AGREEMENT IN PRINCIPLE







PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

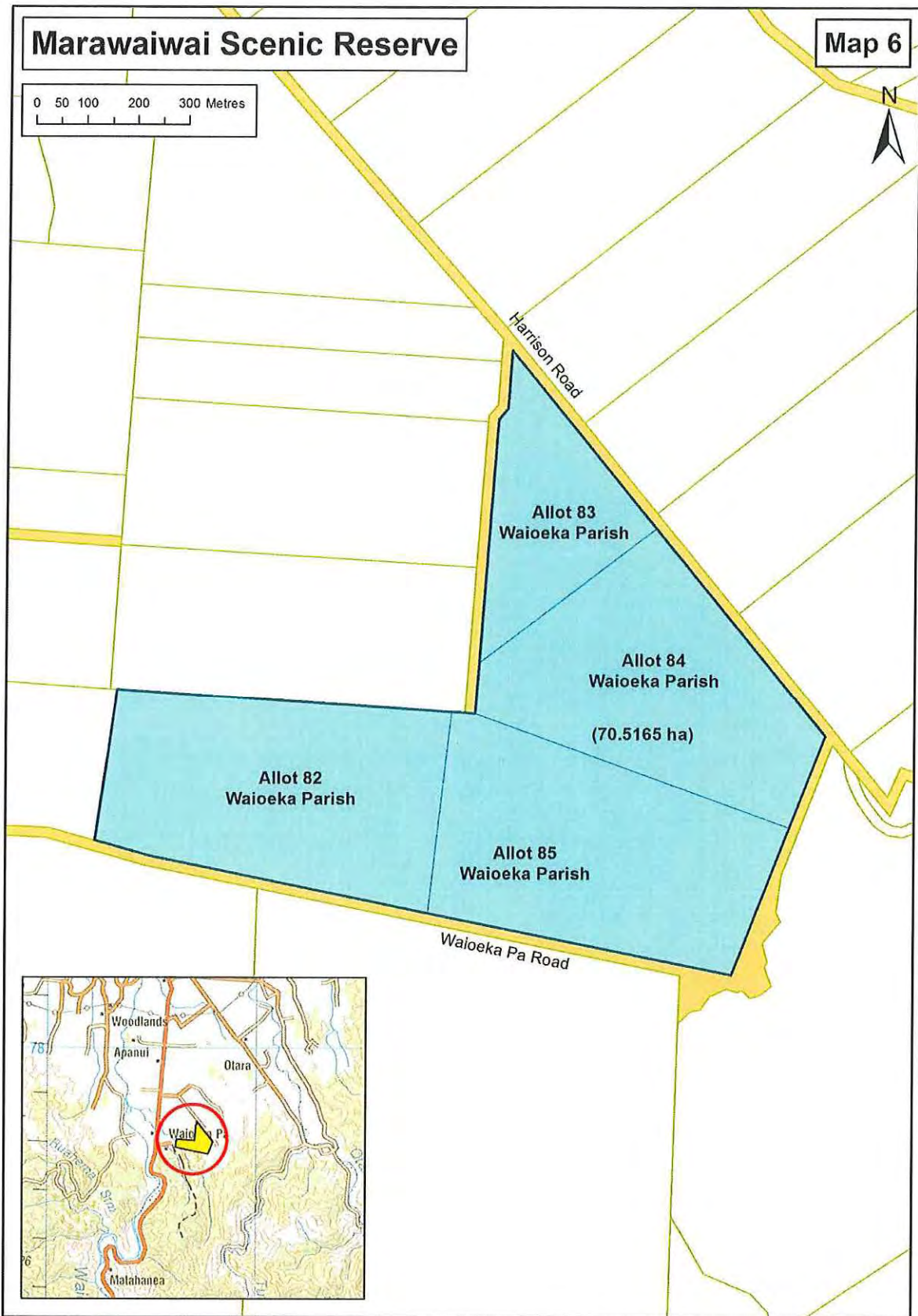


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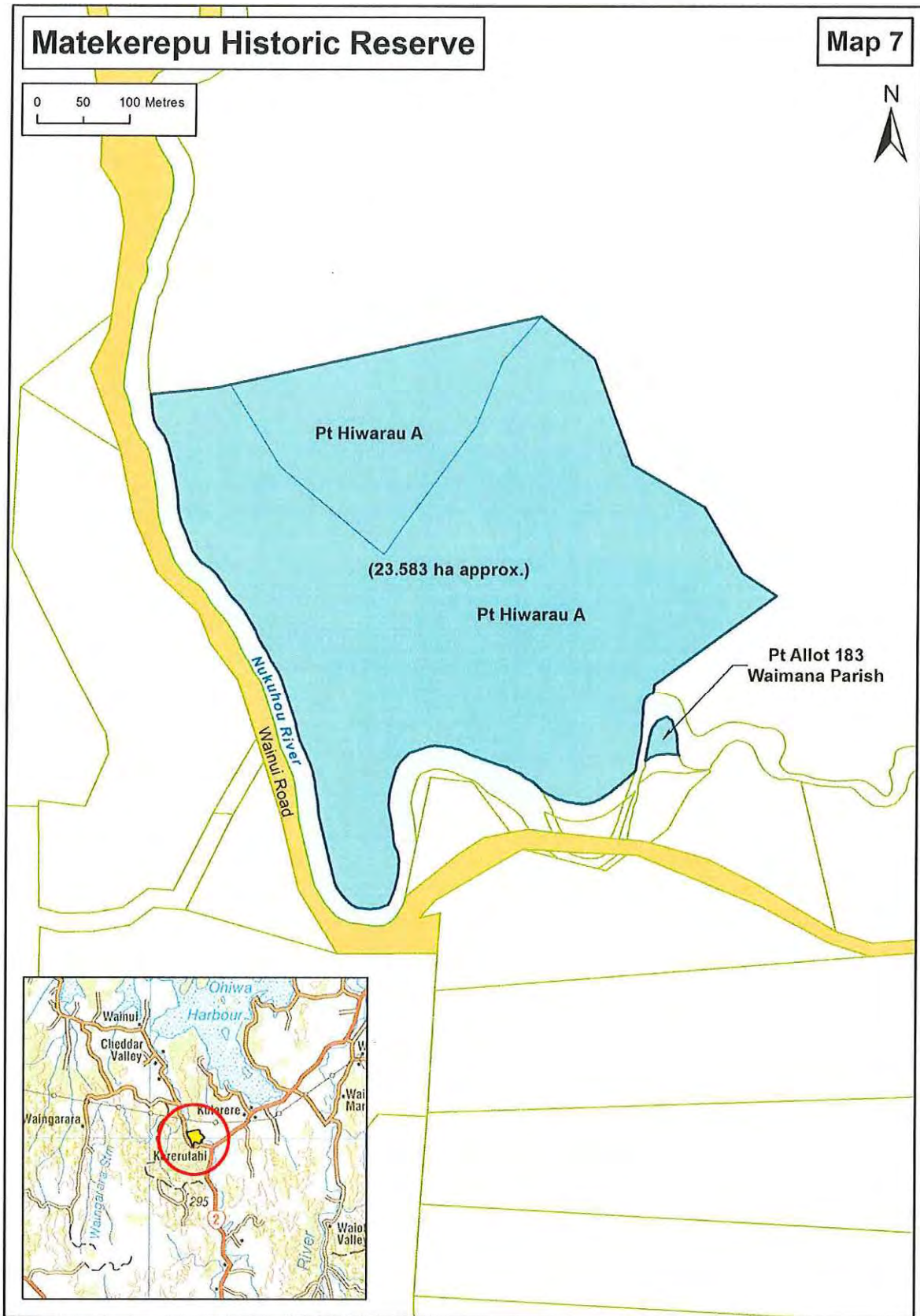


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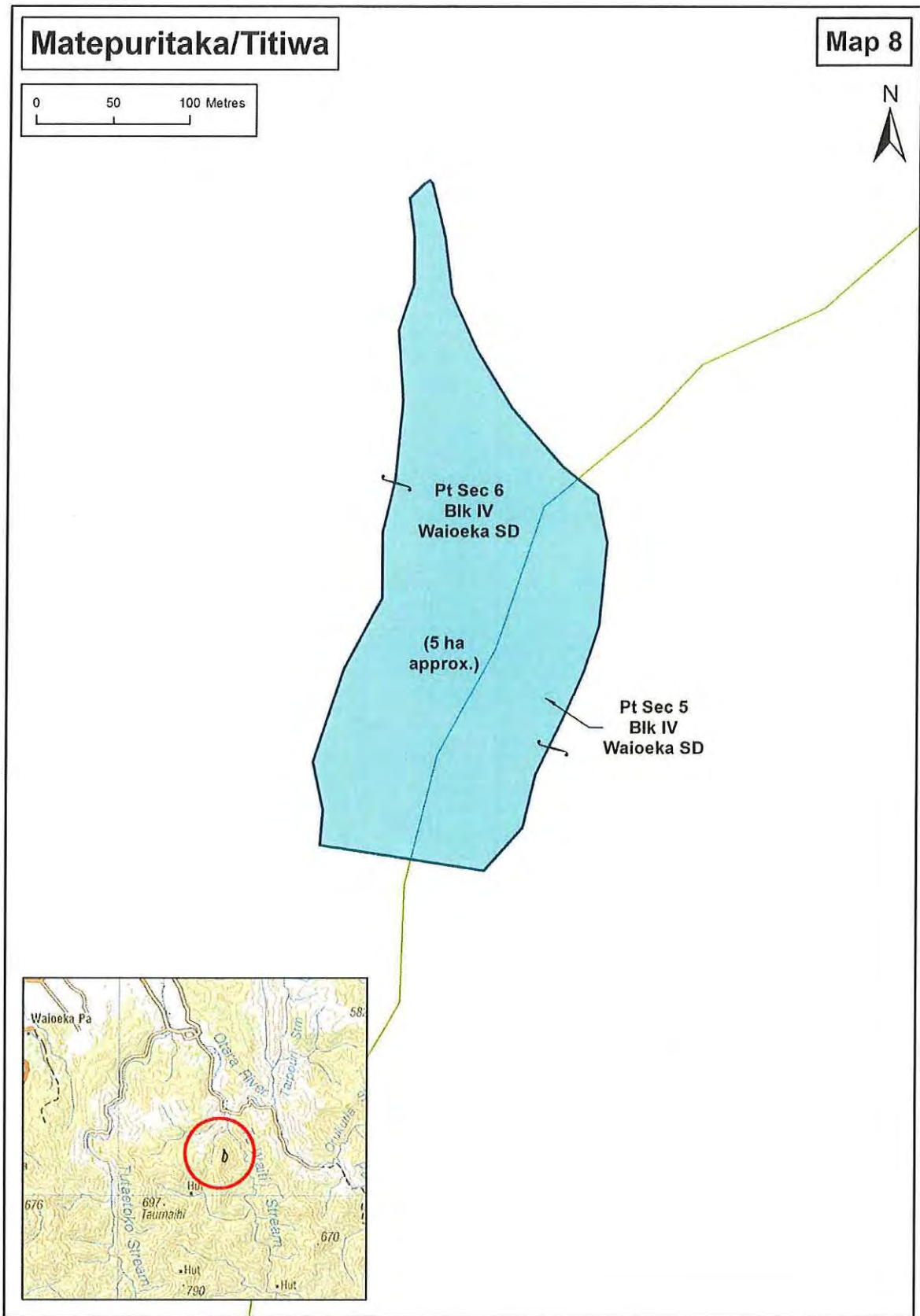




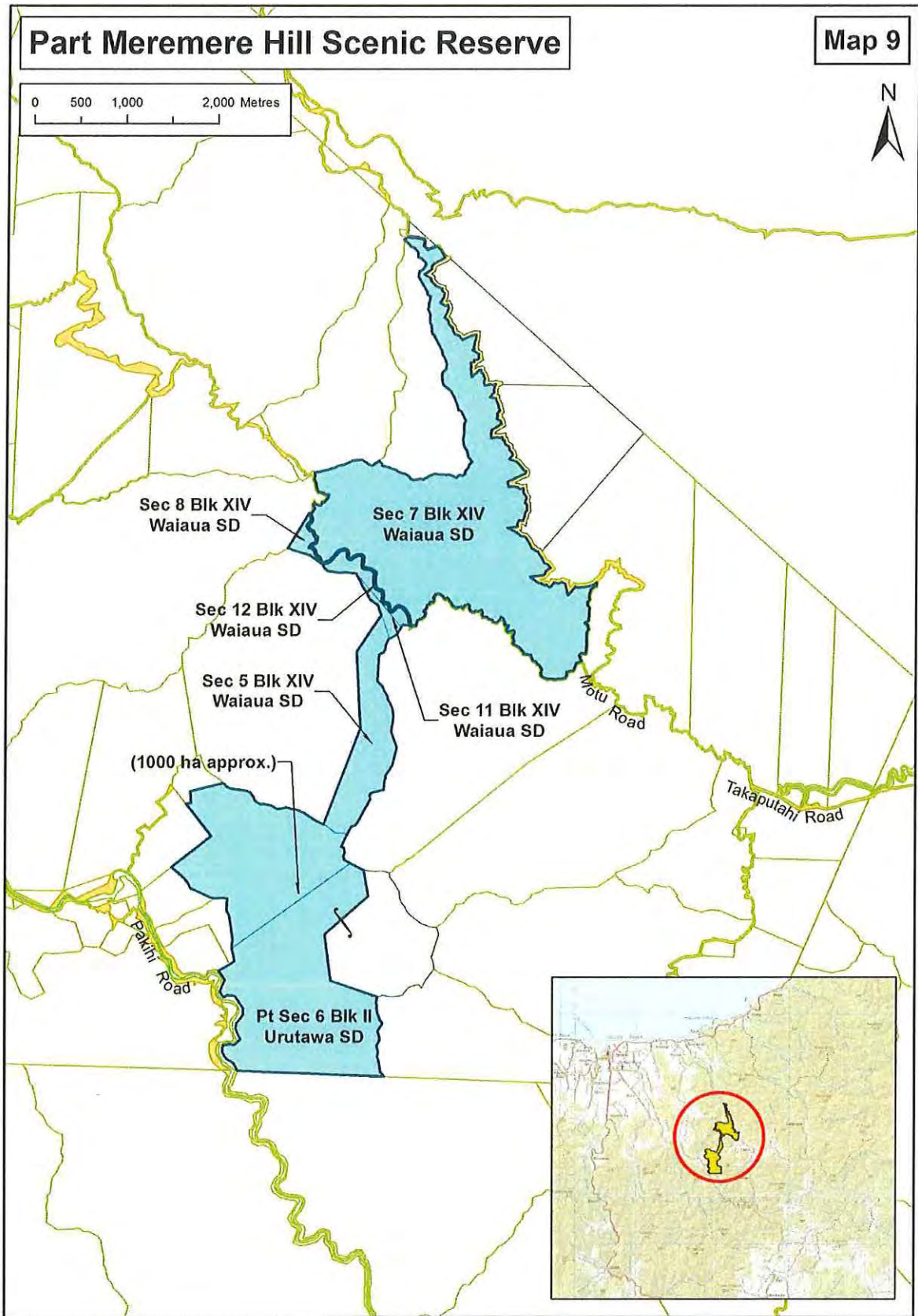
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PUNAWHAKAIRO AGREEMENT IN PRINCIPLE



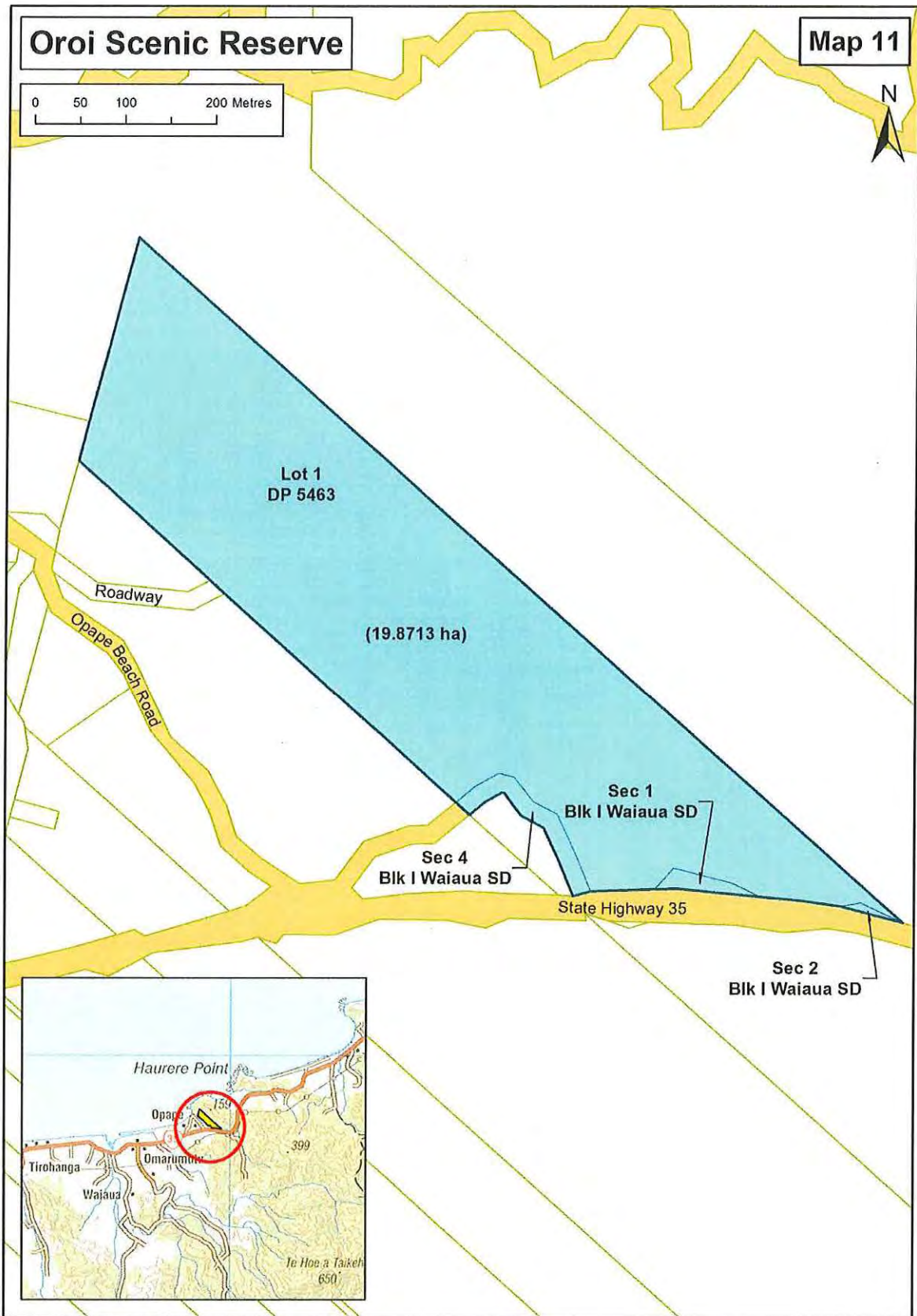






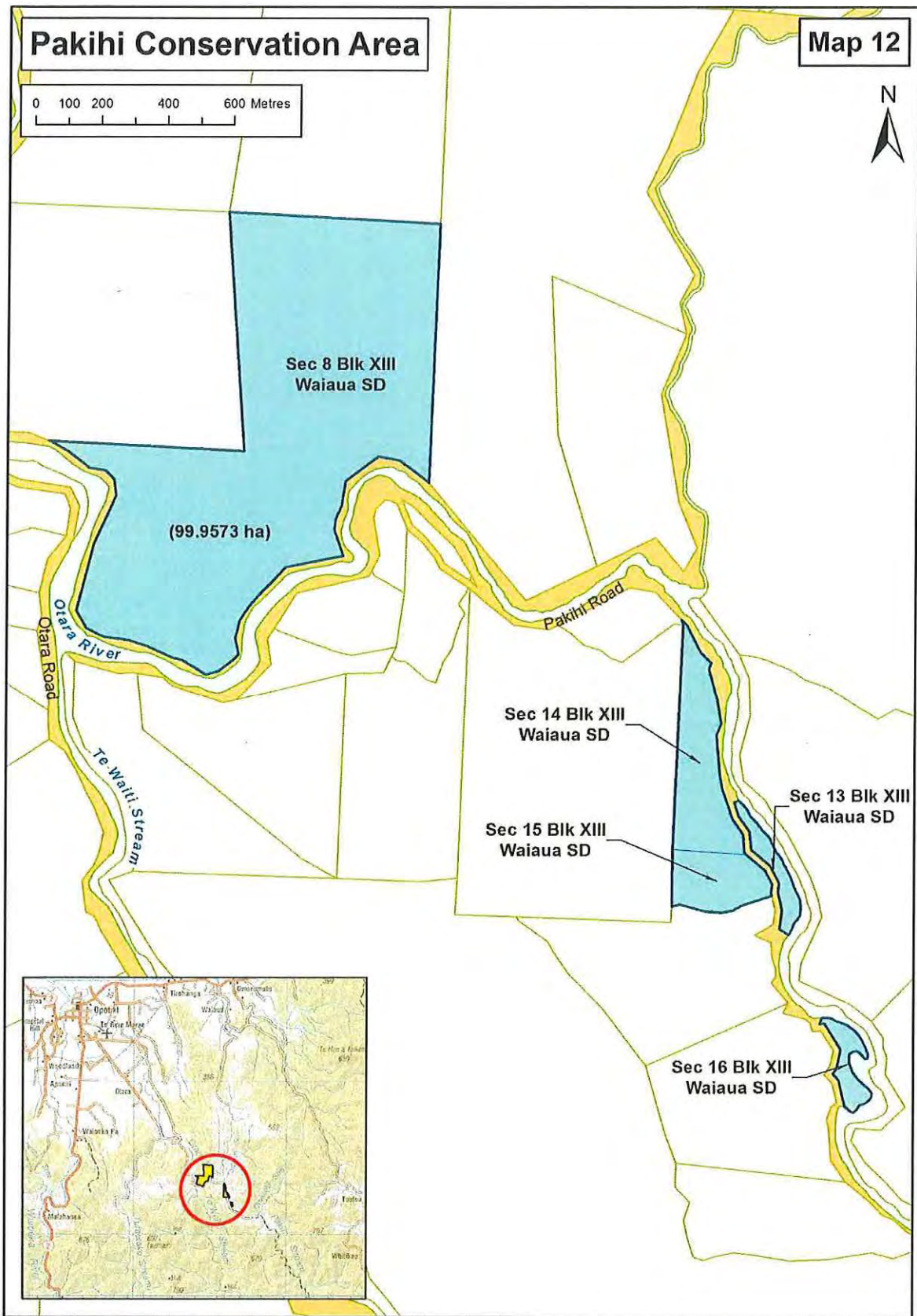


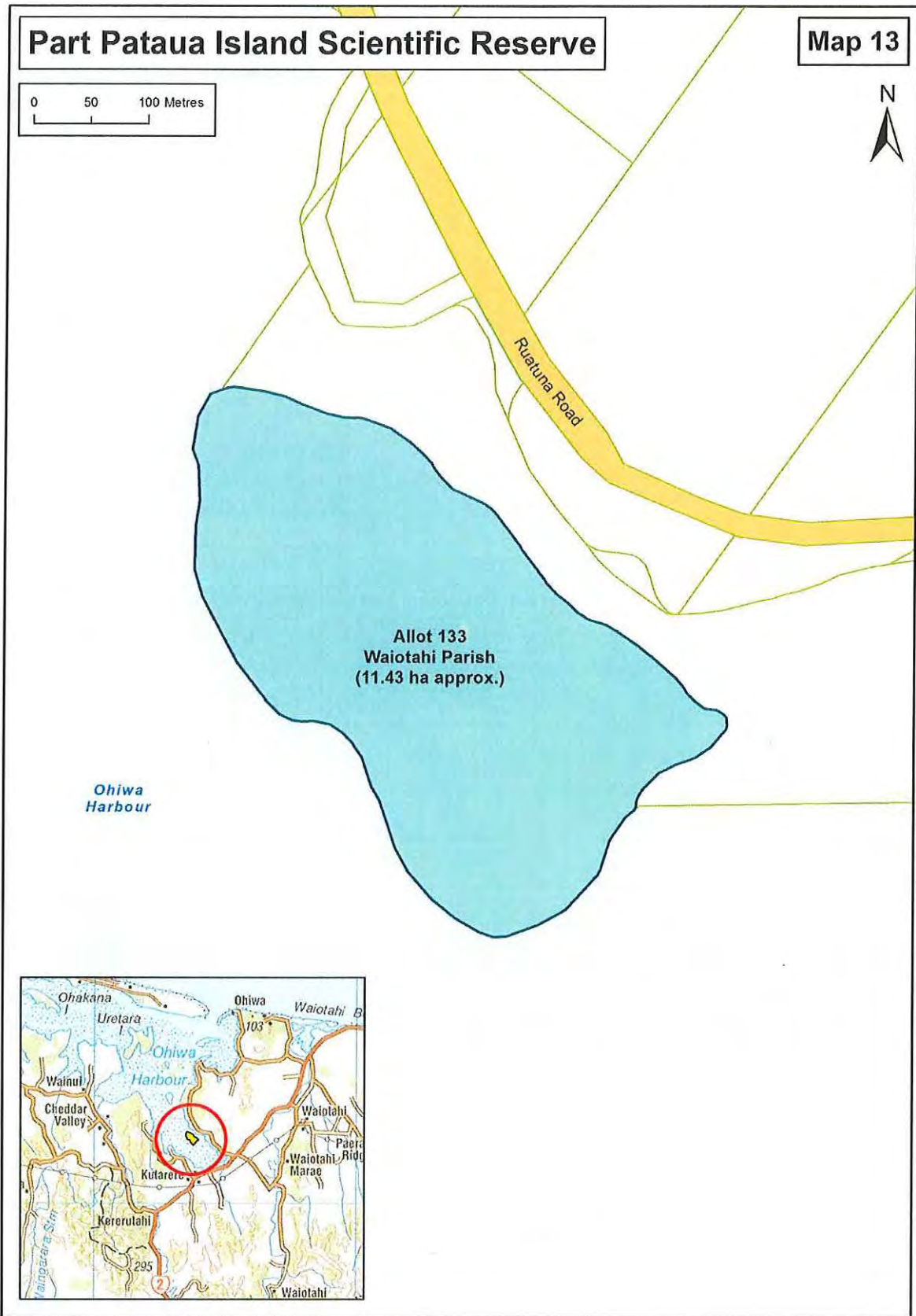
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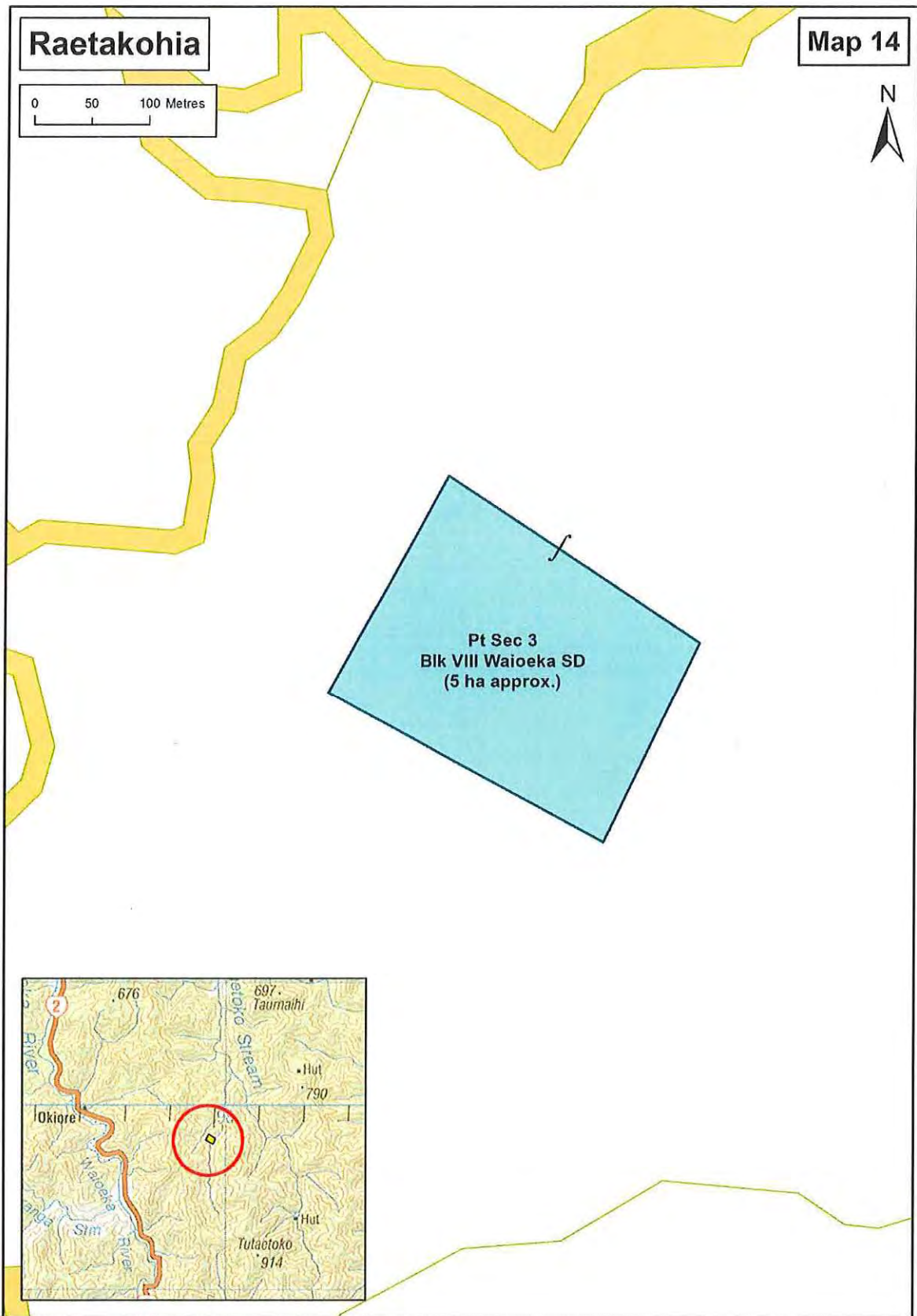


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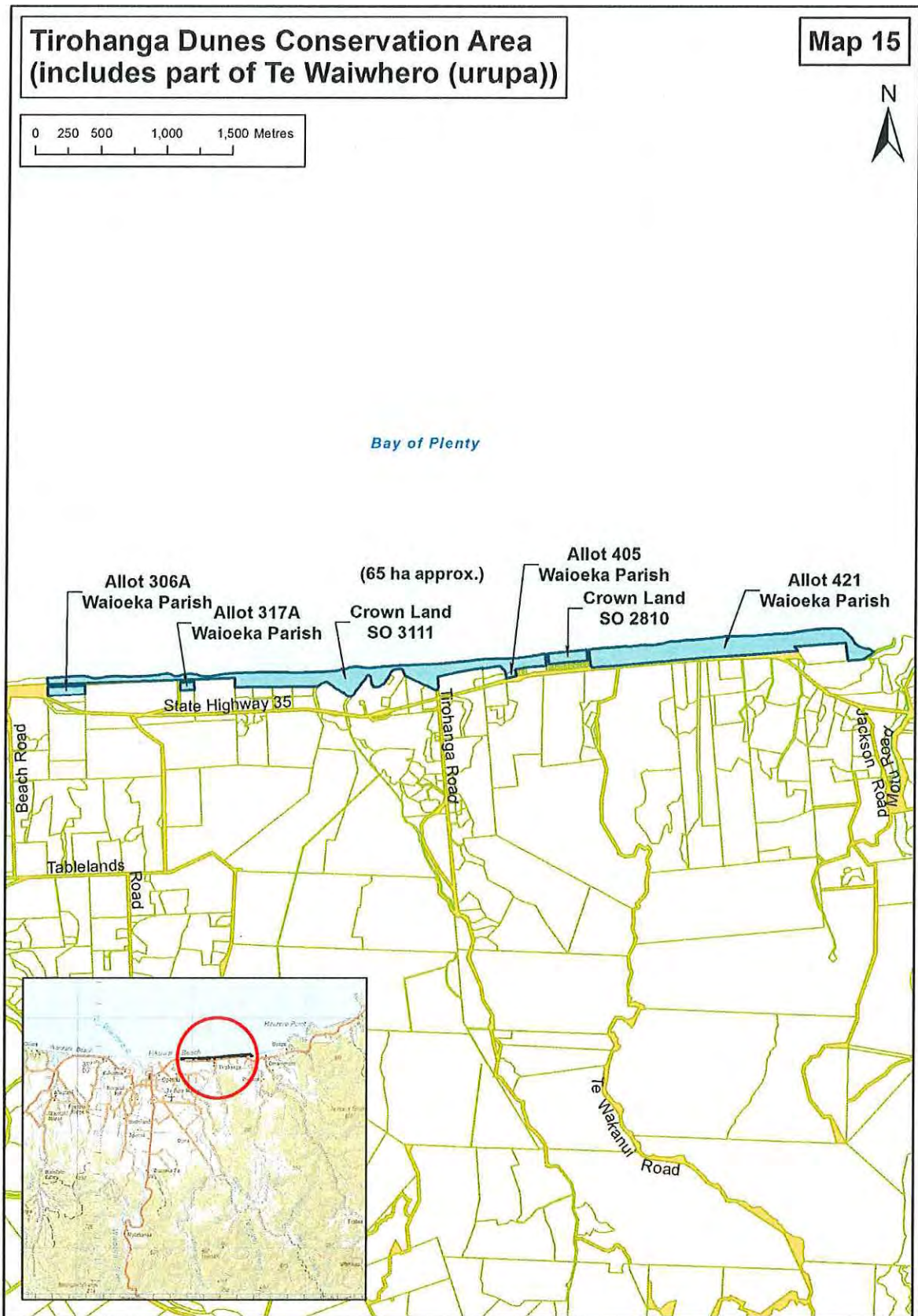


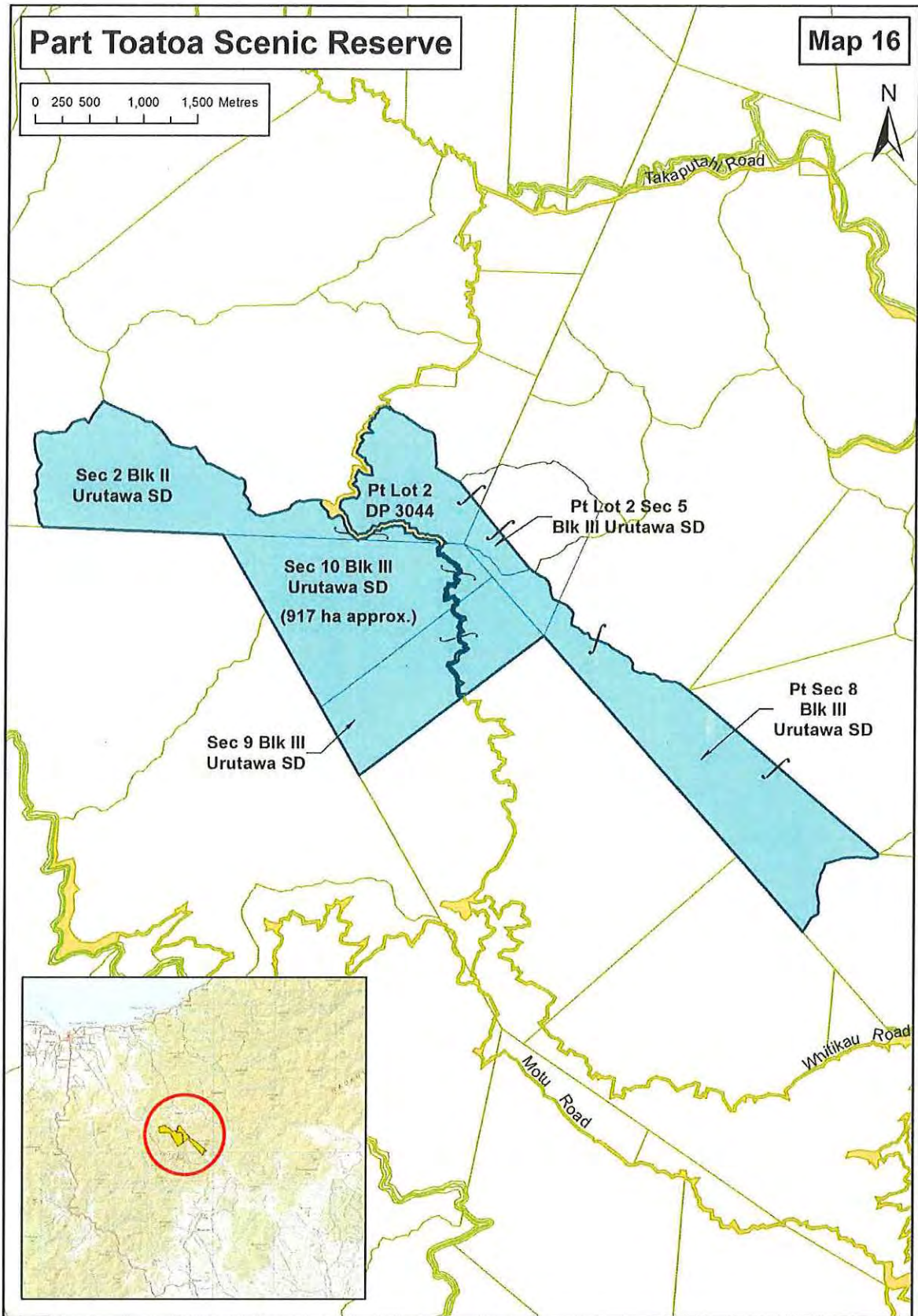


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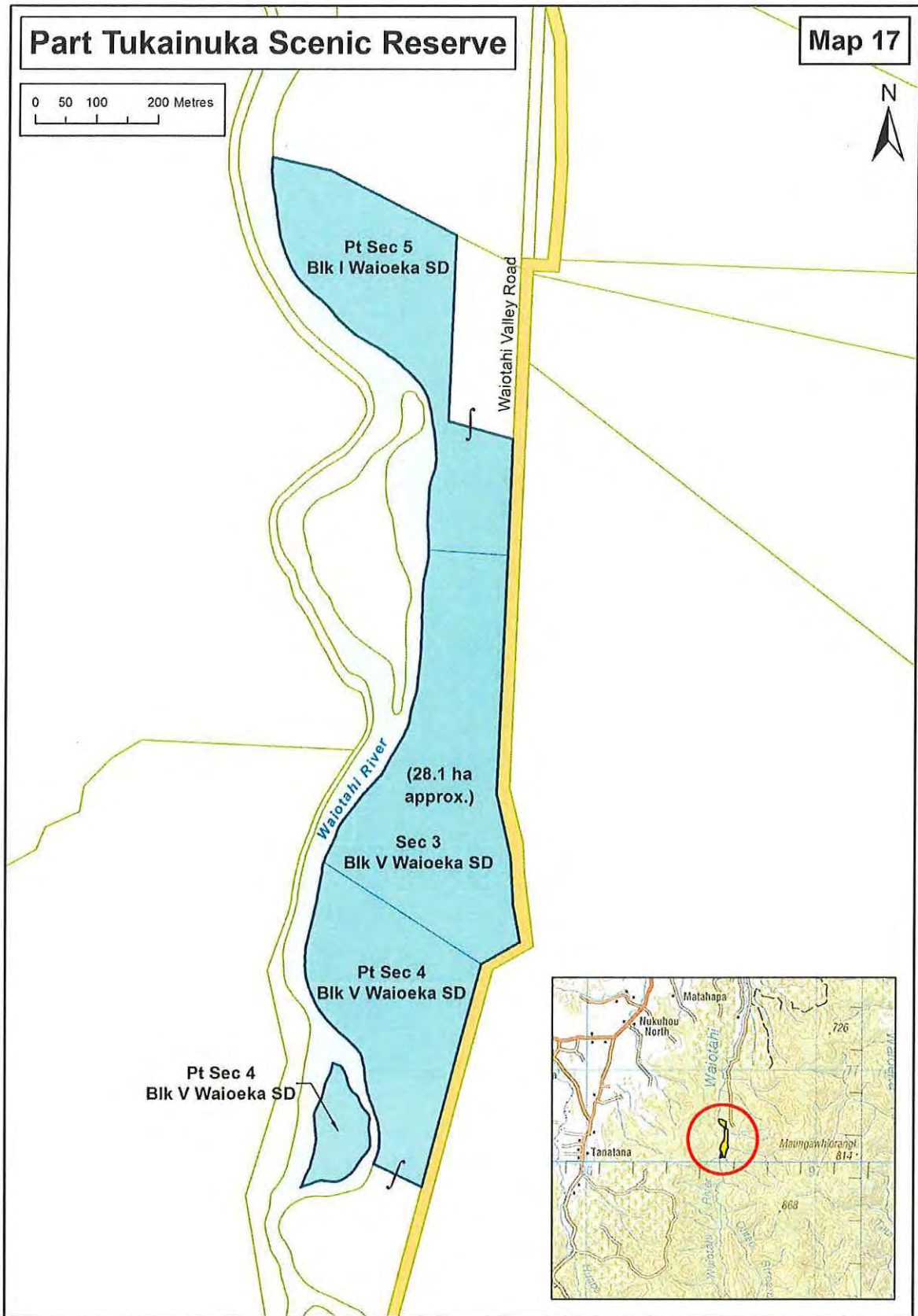




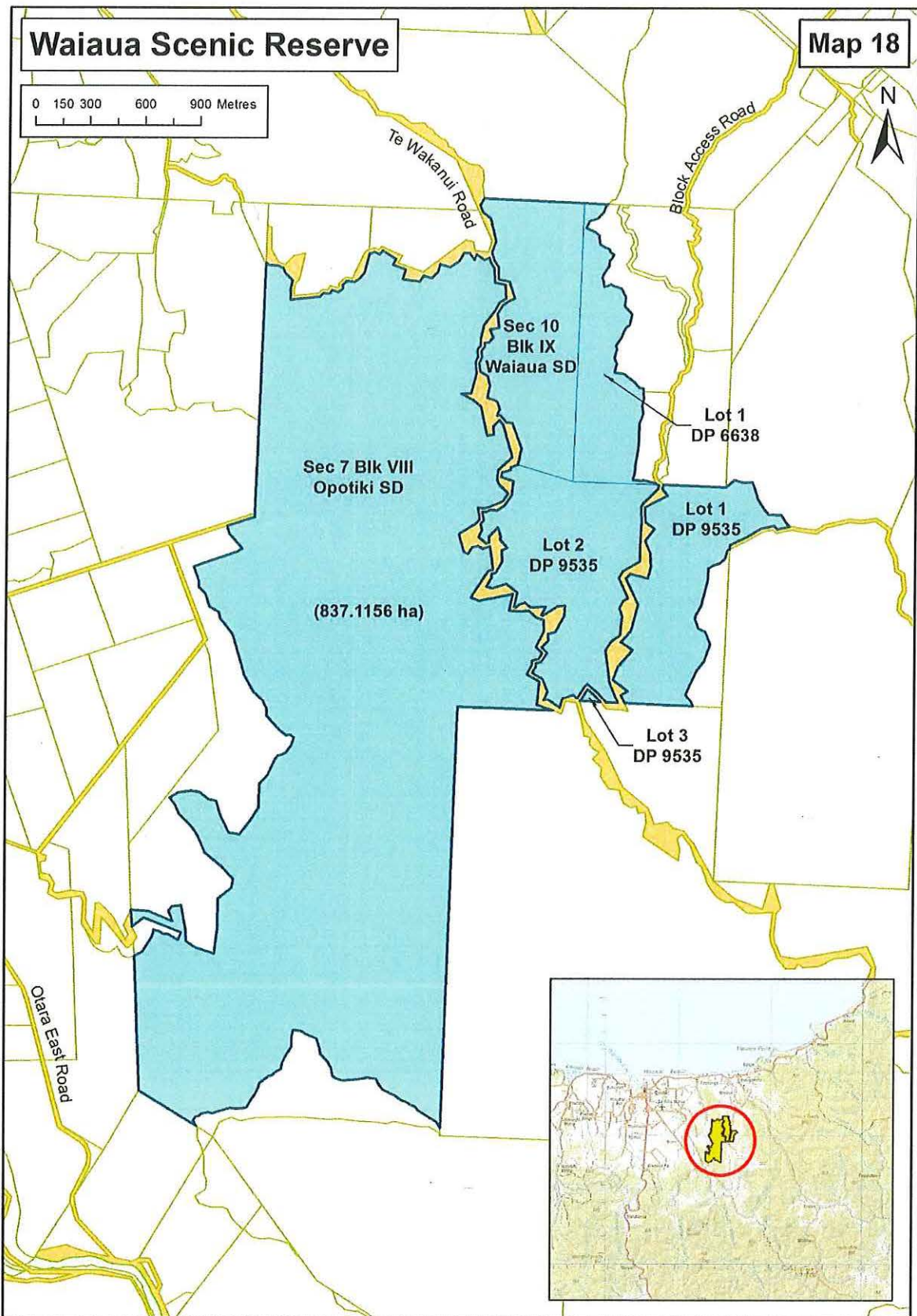




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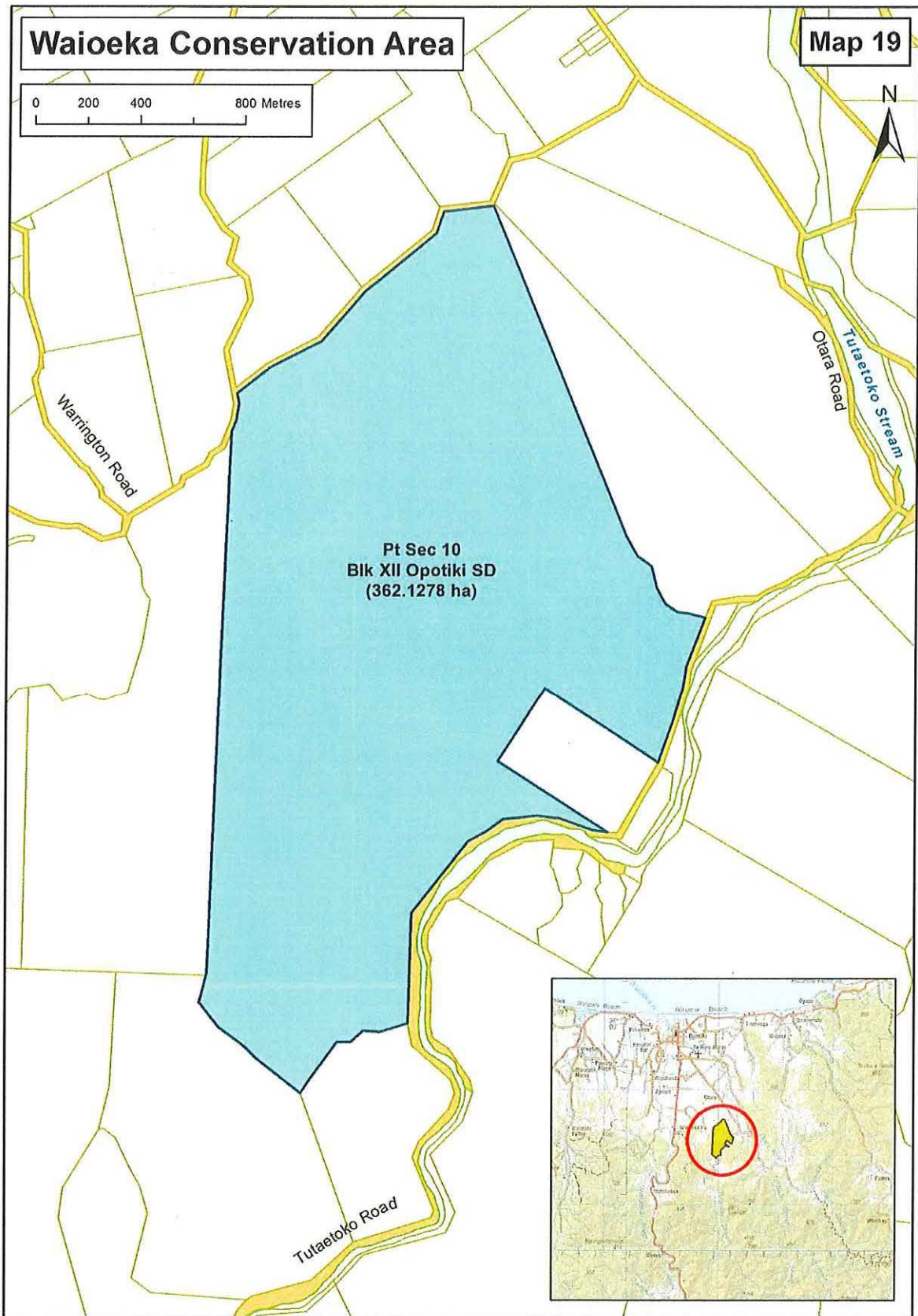


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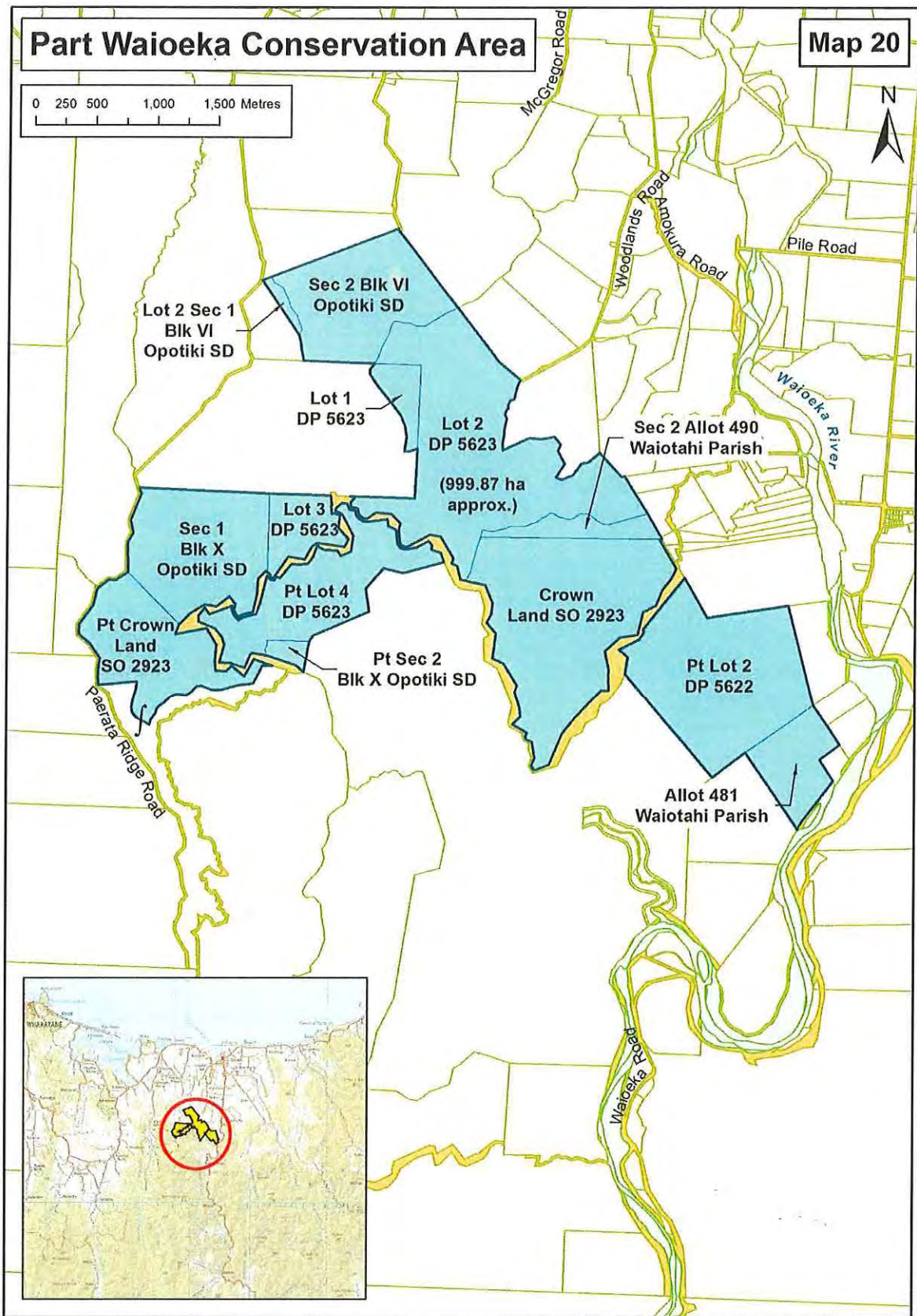




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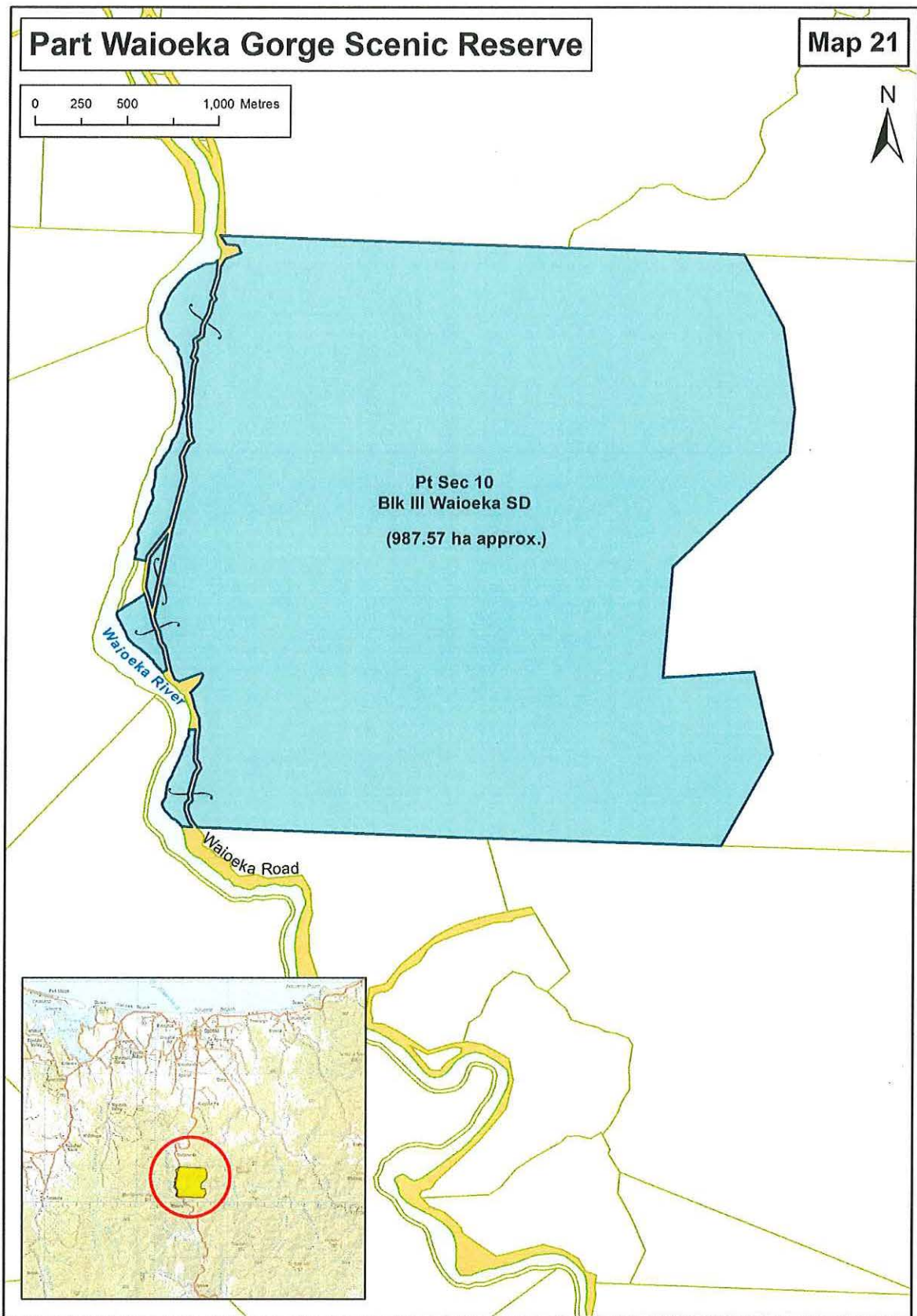


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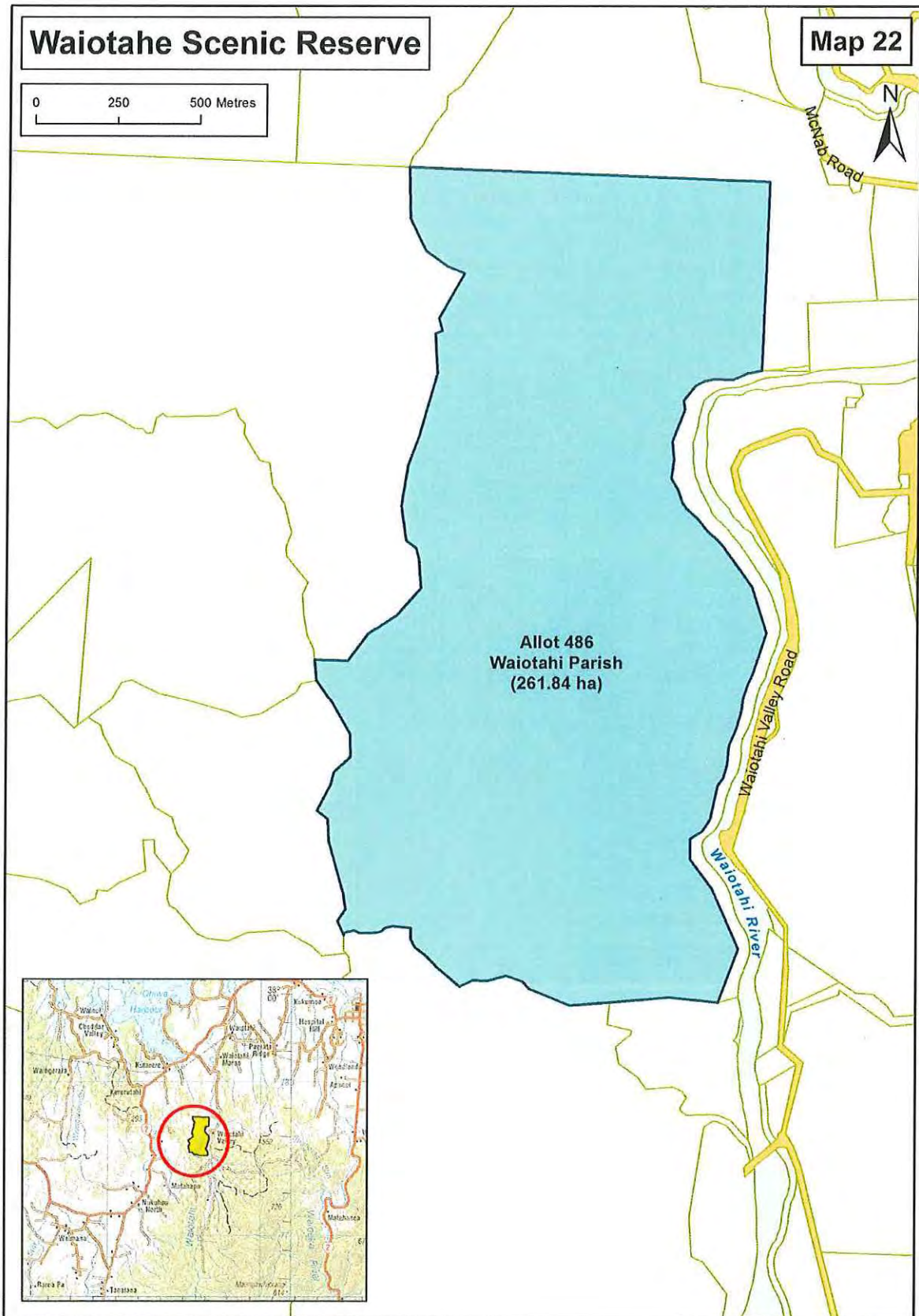


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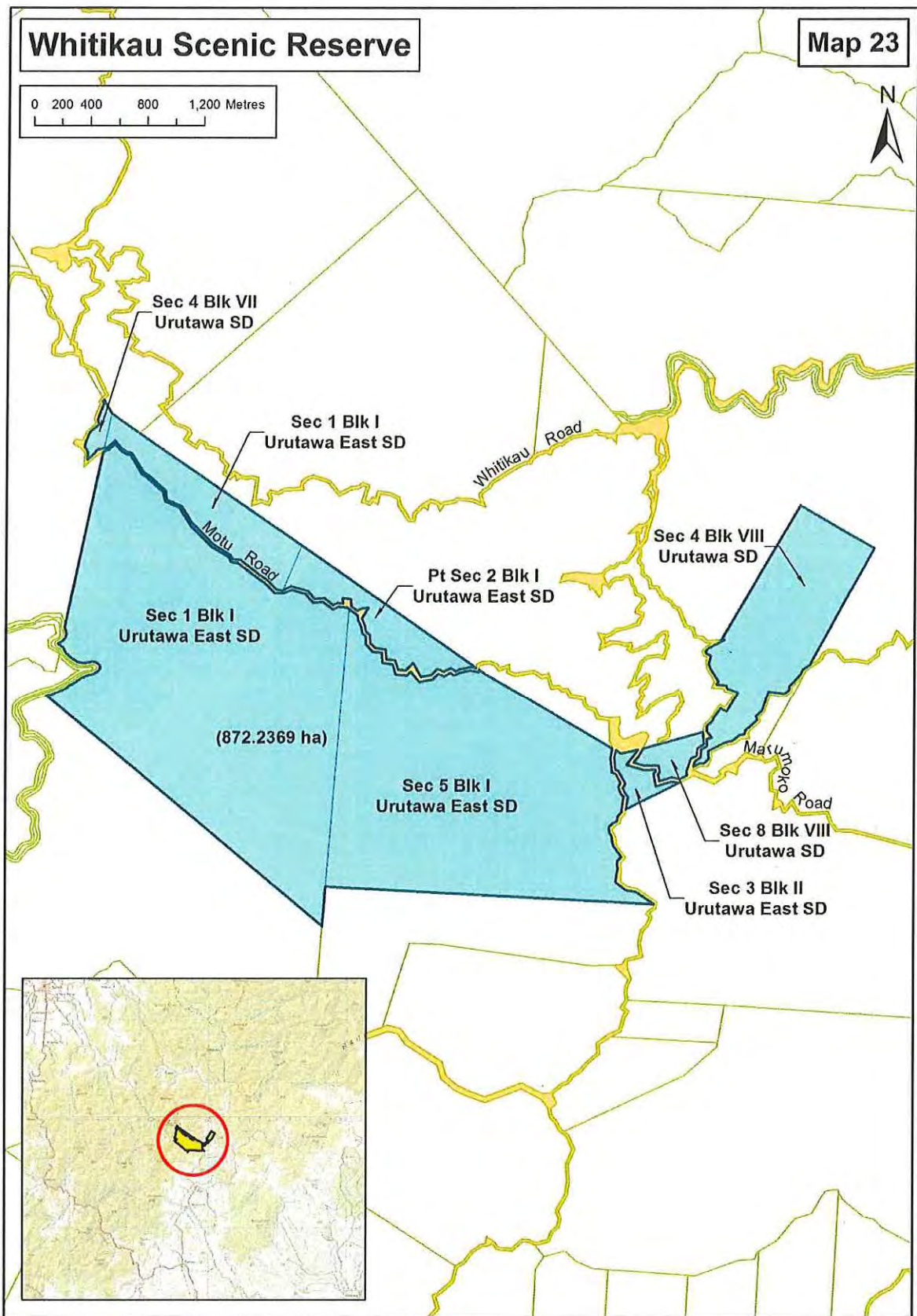




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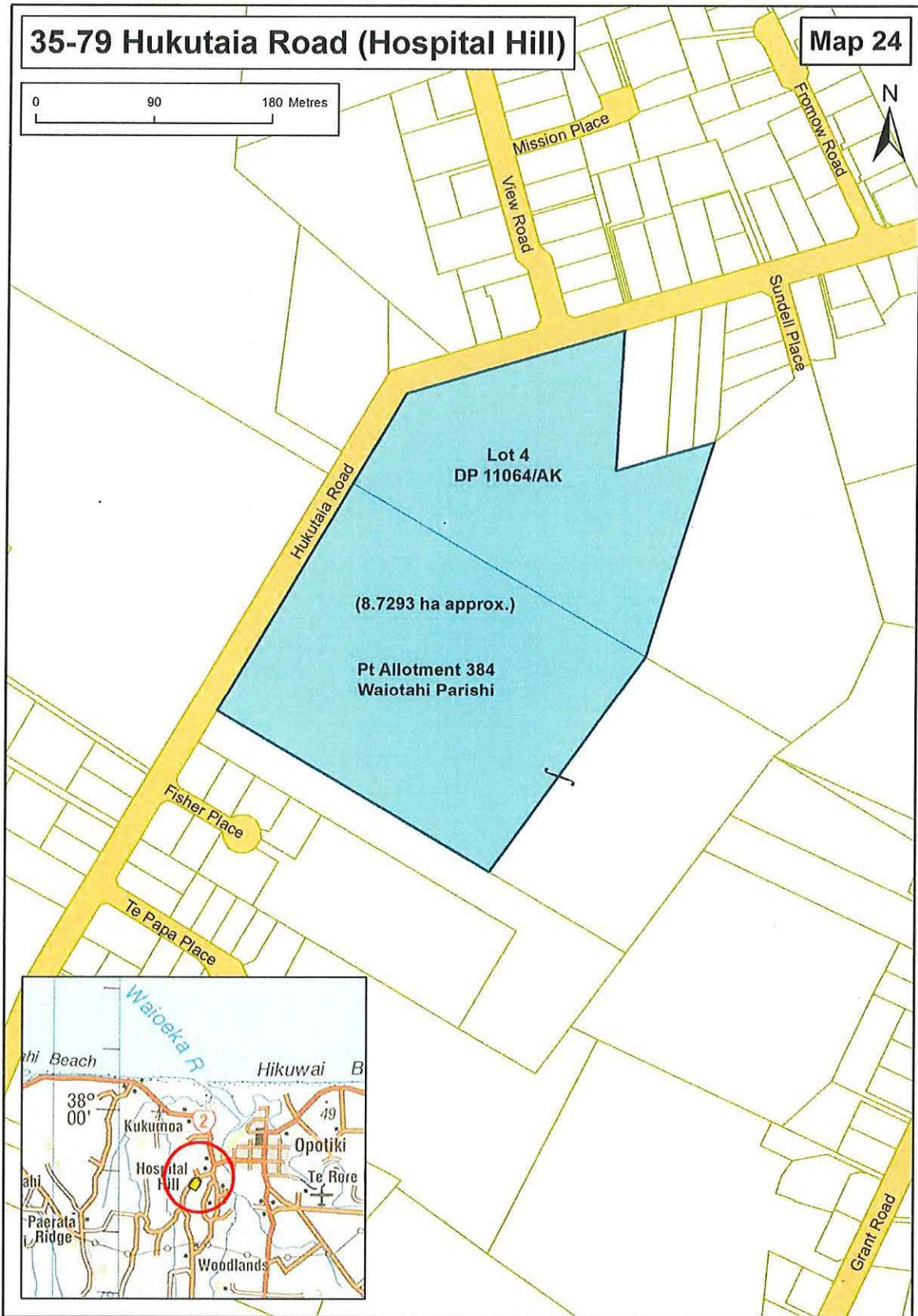


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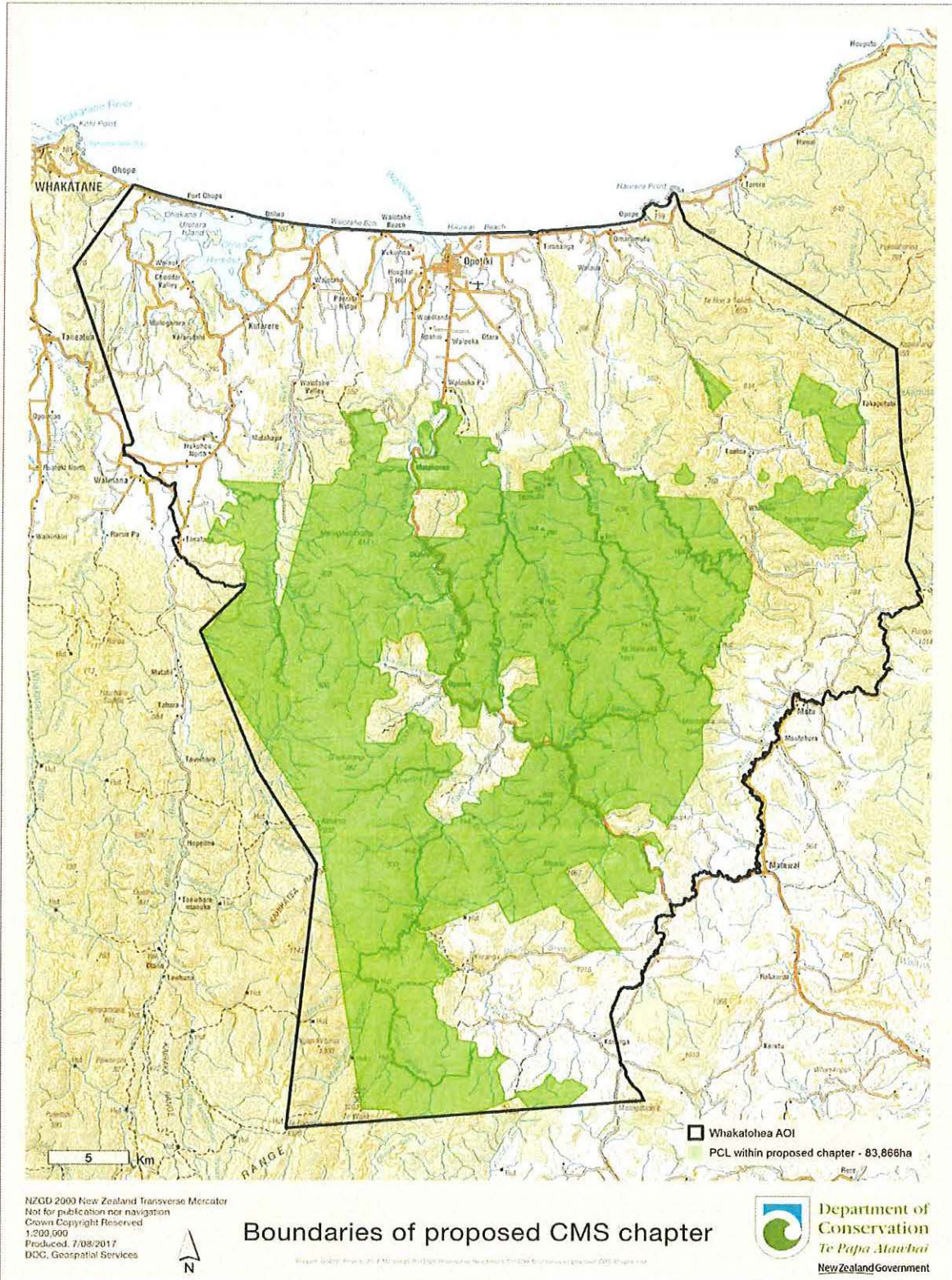
PUNAWHAKAIRO AGREEMENT IN PRINCIPLE





### 3 TE PAE WHENUA O WHAKATŌHEA O TE WHENUA TAKI KI WAIARIKI

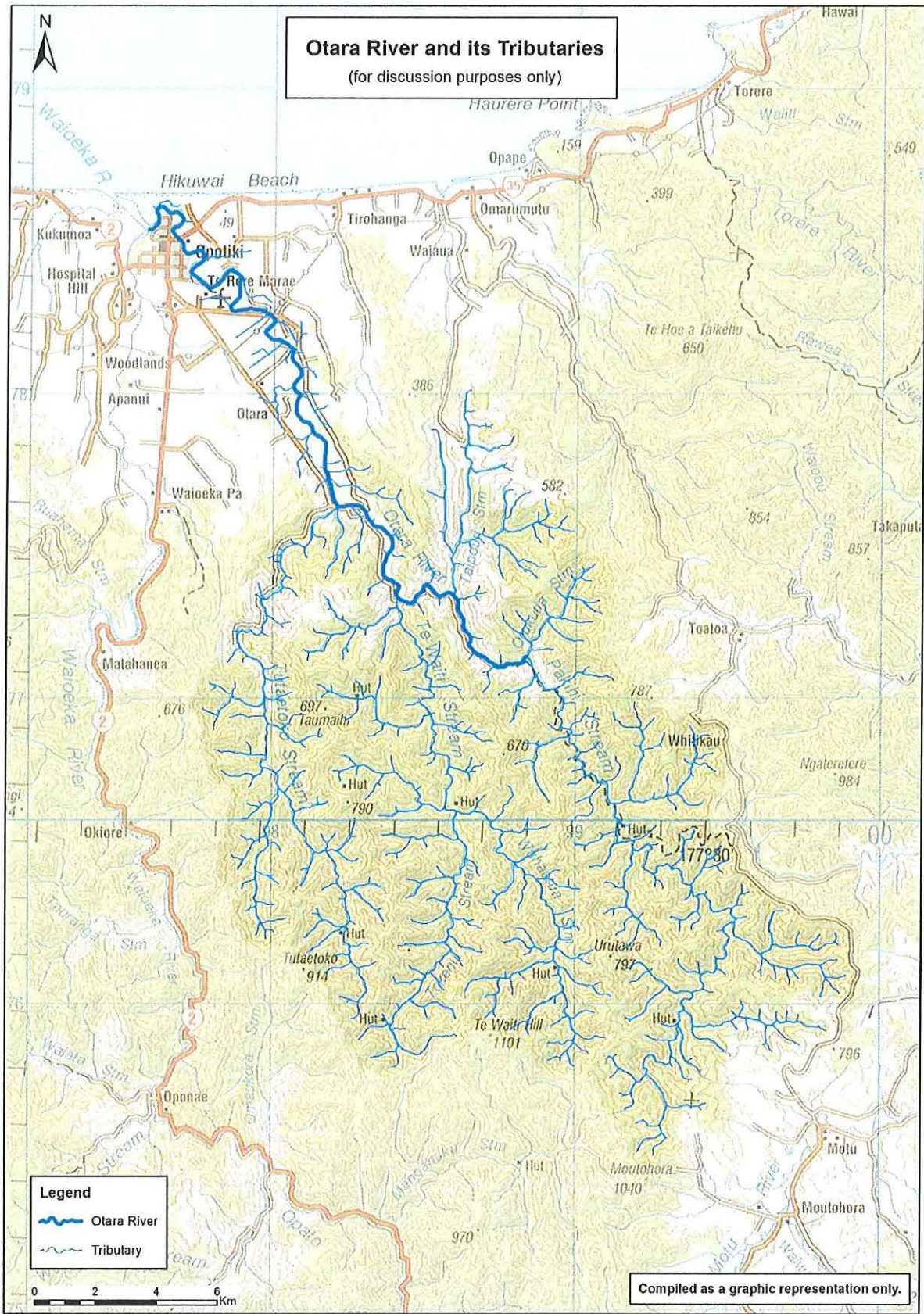
## AREA OF THE WHAKATŌHEA CHAPTER IN THE BAY OF PLENTY CONSERVATION MANAGEMENT STRATEGY



**4 TE PAE TURE**  
**STATUTORY AREAS**

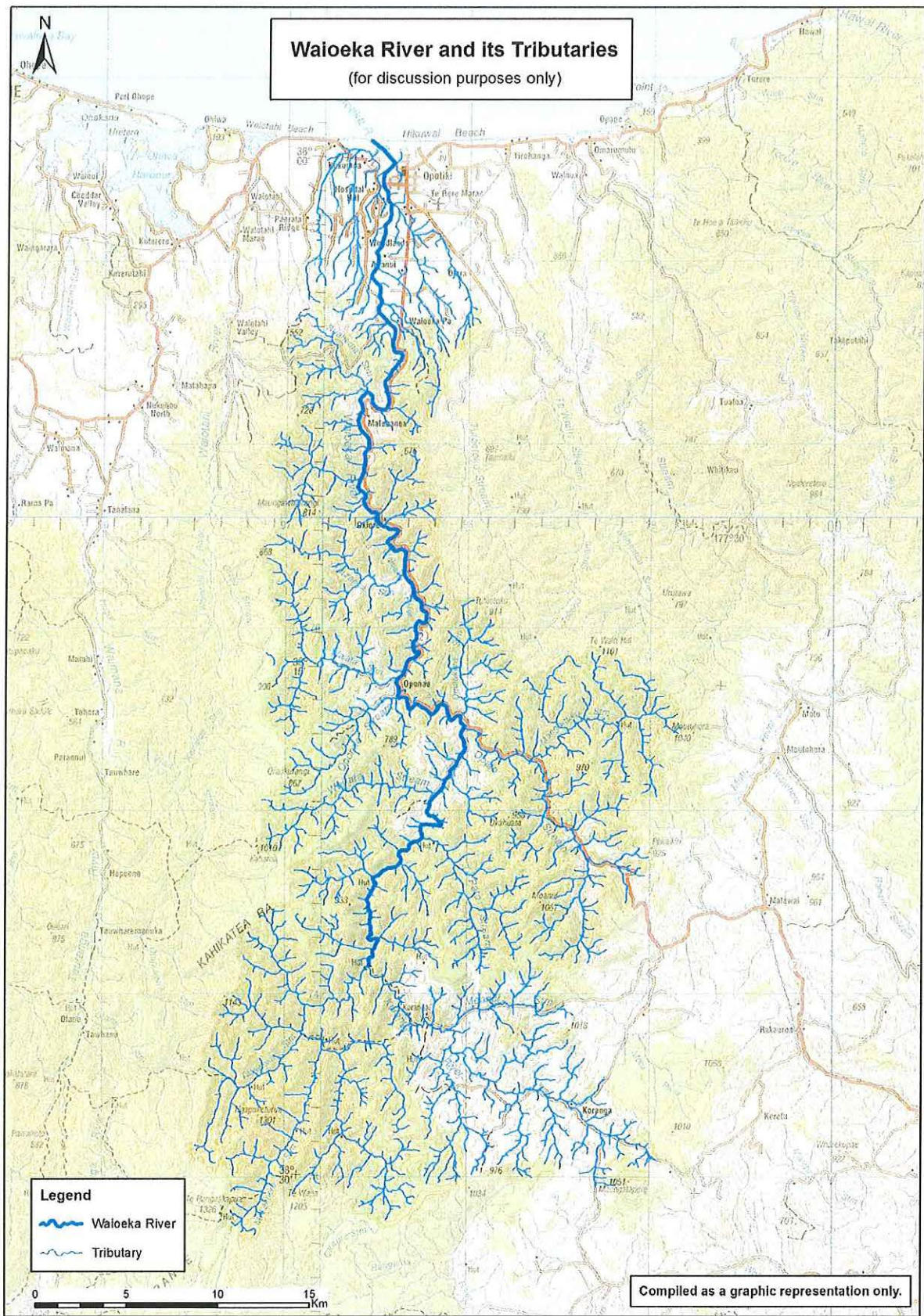


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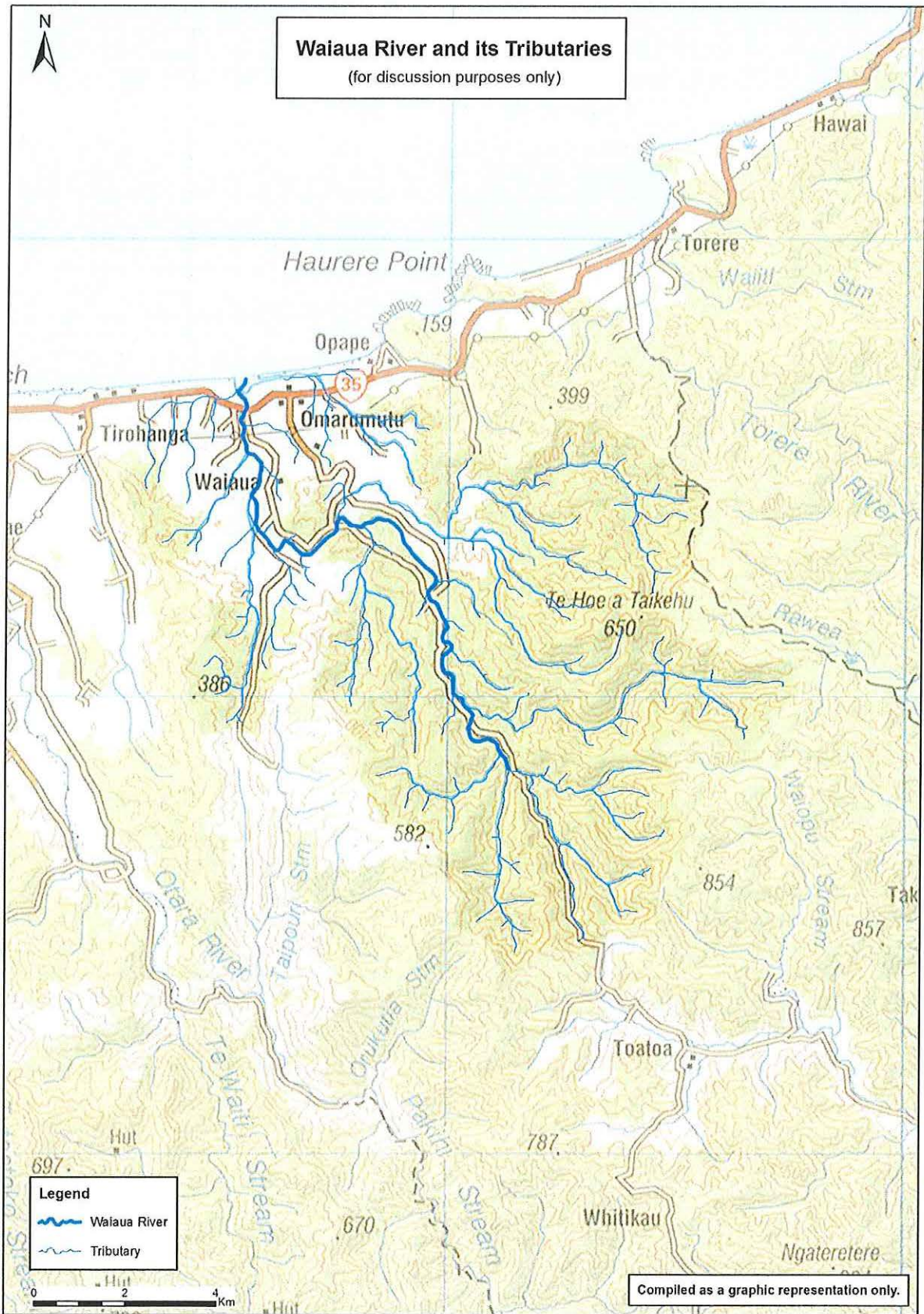


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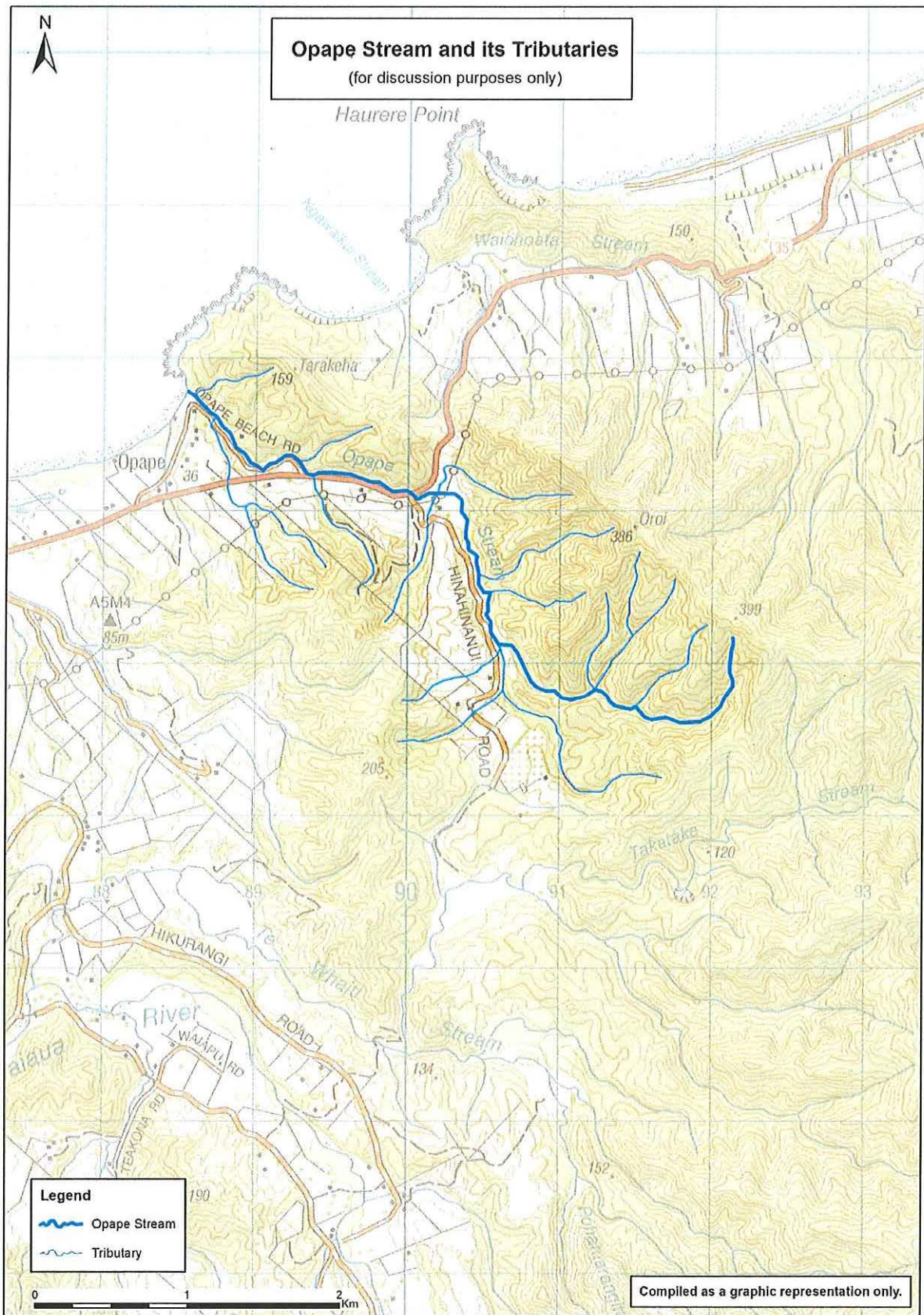


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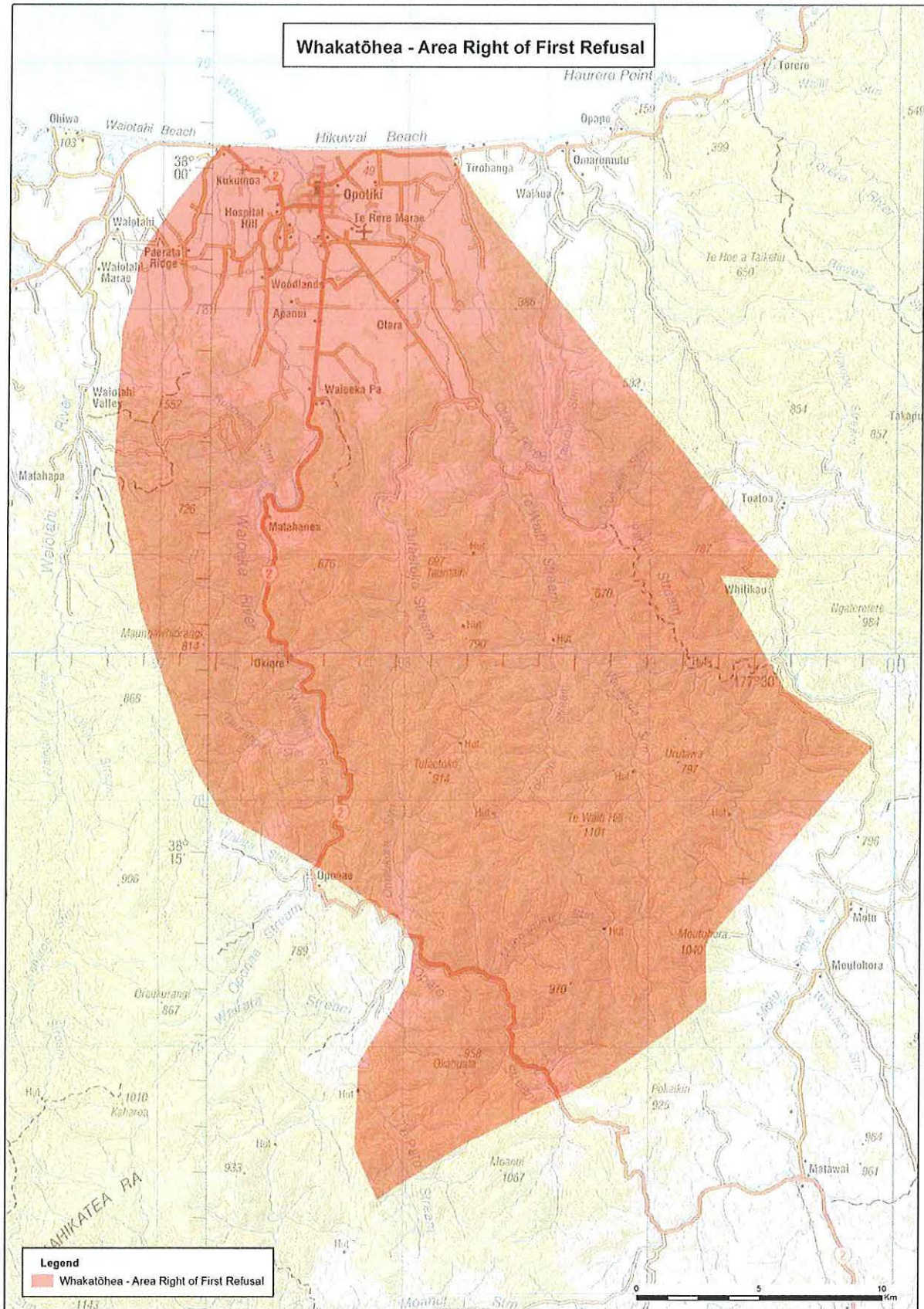
# PUNAWHAKAIRO AGREEMENT IN PRINCIPLE





**5 TE PAE MANA**  
**AREA RIGHT OF FIRST REFUSAL**

# PUNAWHAKAIRO AGREEMENT IN PRINCIPLE



PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

**6 TE PAE WHENUA**  
**POTENTIAL RIGHT OF FIRST REFUSAL LAND**

Agency	Property Name	Legal Description	Area (ha)
TBA		Crown Land (under action) Survey Office Plan 6241	1.5276
TBA		Crown Land (under action) Survey Office Plan 3078	2.0461
TBA		Crown Land (under action) Survey Office Plan 4698	0.2175
TBA		Crown Land (under action) Deposited Plan 5278	0.392
TBA		Crown Land Survey Office Plan 39112	0.0854
TBA		Crown Land (under action) Survey Office Plan 1551	0.0048
TBA		Crown Land (under action) Survey Office Plan 3924	1.1381
TBA		Crown Land (under action) Survey Office Plan 2930	
TBA		Crown Land Survey Office Plan 16019	0.2863
TBA		Crown Land (under action) Survey Office Plan 5170	0.1062
Department of Conservation	Tauwhare Pa Scenic Reserve	Lot 14 DPS 71449 Lot 1 DPS 26909 Lot 1 DPS 34658	2.62 8.185 3.195
Department of Conservation	Ohiwa Harbour Marginal Strip	Crown Land Survey Office Plan 474	
Department of Conservation	Government Purpose Reserve (Estaurine Protection)	Lot 1 DPS 83963	1.494
Department of Conservation	Port Ohope Recreation Reserve	SEC 2 SO 331006	13.847
Department of Conservation	Conservation Area - Old Town of Ohiwa	Pt SEC 38 Blk V TN OF Ohiwa	0.0758



**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

Agency	Property Name	Legal Description	Area (ha)
		SEC 29 Blk V TN OF Ohiwa SEC 43 Blk V TN OF Ohiwa SEC 3 Blk V TN OF Ohiwa SEC 32 Blk V TN OF Ohiwa SEC 35 Blk V TN OF Ohiwa SEC 27 Blk V TN OF Ohiwa	0.0809 0.0065 0.0809 0.0809 0.0852 0.0822
Department of Conservation	Ohiwa Harbour Marginal Strip	Crown Land Survey Office Plan 4567	0.5058
Department of Conservation	Ohope Spit Wildlife Refuge Reserve	Allot 644 Waimana PSH	24.52
Department of Conservation	Waiotaha Spit Scenic Reserve	Allot 588 Waiotahi PSH Allot 589 Waiotahi PSH	21.33 10.25
Department of Conservation	Ohiwa	Lot 1 DP 6379	9.554
Department of Conservation	Tirohanga Recreation Reserve	Lot 24 DP 4432	0.6406
Department of Conservation	Motuore Point Conservation Area	Allot 169 Waimana PSH	0.65
Department of Conservation	Paparoa Pa Historic Reserve	Lot 2 DPS 14153 Lot 1 DPS 14153	0.5311 1.0673
Department of Conservation	Waiotaha Estuary Scenic Reserve	Lot 1 DP 424716 Lot 2 DP 424716 Lot 3 DP 424716 Lot 4 DP 424716	0.3815 0.0345 0.514 2.654
Department of Conservation	Ohiwa Harbour Marginal Strip	Crown Land Survey Office Plan 3212	



**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

Agency	Property Name	Legal Description	Area (ha)
Department of Conservation	Oscar Reeve Scenic Reserve	Lot 2 DP 5859	4.9401
		Lot 6 DP 5859	0.0607
		Lot 4 DP 5859	1.3568
Department of Conservation	Tokitoki Historic Reserve	SEC 1 SO 8869	0.099
Department of Conservation	Conservation Area - Waiotahi	Pt Allot 292 Waiotahi PSH	0.9486
Department of Conservation	Ohiwa Scenic Reserve	Allot 288 Waiotahi PSH	2.0639
		Allot 290 Waiotahi PSH	2.3067
Department of Conservation	Ohiwa Harbour Marginal Strip	Allot 616 Waiotahi PSH	0.3275
Department of Conservation	Conservation Area - Nukuhou Saltmarsh	CL SO 56804	
Department of Conservation	Unnamed Recreation Reserve	Allot 578 Waiotahi PSH	0.0867
		Allot 571 Waiotahi PSH	0.2814
Department of Conservation	Waiotane Scenic Reserve	Allot 678 Waimana PSH	254.84
Department of Conservation	Soda Springs Reserve Crown Land	Crown Land	
Department of Conservation		Lot 5 DP 9019	0.0211
Department of Conservation	Ohiwa Harbour Marginal Strip	Crown Land Survey Office Plan 3067	2.3544
		Crown Land Survey Office Plan 3067	1.1582

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

Agency	Property Name	Legal Description	Area (ha)
Department of Conservation	Waingarara Stream Marginal Strip	Crown Land Survey Office Plan 47021 Crown Land Survey Office Plan 47022 Crown Land Survey Office Plan 47022 Crown Land Survey Office Plan 47021 Crown Land Survey Office Plan 47021 Crown Land Survey Office Plan 47021	6.6025
Department of Conservation	Opape Scenic Reserve	SEC 6 Blk X Waiaua SD	4.4515
Department of Conservation	Takaputahi/Whitikau Conservation Area	SEC 3 Blk XV Waiaua SD	219.3396
Department of Conservation	Nukuhou River Marginal Strip	Crown Land Survey Office Plan 36556 Crown Land Survey Office Plan 36556	1.2329
Department of Conservation	Whitikau Conservation Area	Lot 2 SEC 2 Blk XVI Waiaua SD	400.5376
Department of Conservation	Petipeti Stream Marginal Strip	Crown Land Survey Office Plan 2965A Crown Land Survey Office Plan 2965A	9.0721
Department of Conservation	Whitikau Conservation Area	SEC 10 Blk XV Waiaua SD	4.221
Department of Conservation	Ngaupokotangata Stream Marginal Strip	Crown Land Survey Office Plan 2965A SEC 11 Blk XV Waiaua SD Crown Land Survey Office Plan 2965A CL SO 2965A	20.0720

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

Agency	Property Name	Legal Description	Area (ha)
Department of Conservation	Motu Road Conservation Area	SEC 13 Blk XIV Waiaua SD Crown Land Survey Office Plan 56100 Crown Land Survey Office Plan 56100 Crown Land Survey Office Plan 56100 Crown Land Survey Office Plan 56100	0.4046
Department of Conservation	Waitukuaruhe Stream Marginal Strip	Crown Land Survey Office Plan 3033 SEC 12 Blk IV Urutawa SD SEC 8 Blk IV Urutawa SD	6.6258
Department of Conservation	Waiotahi River Conservation Area	Crown Land (under action) Survey Office Plan 5652 Crown Land (under action) Survey Office Plan 2995 Crown Land (under action) Survey Office Plan 3154 Crown Land (under action) Survey Office Plan 3155 Crown Land (under action) Survey Office Plan 3155 Crown Land (under action) Survey Office Plan 3155 Crown Land (under action) Survey Office Plan 3154 Crown Land (under action) Survey Office Plan 3155 Crown Land (under action) Survey Office Plan 3155	1.5679 5.4632 4.4515 1.4568 1.9829 3.6826 2.4281 2.3876 1.0177

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

Agency	Property Name	Legal Description	Area (ha)
Department of Conservation	Toatoa Scenic Reserve	Part Lot 2 SEC 5 Blk III Urutawa SD Lot 1 DP 7214 SEC 10 Blk III Urutawa SD SEC 16 Blk IV Urutawa SD Part SEC 8 Blk III Urutawa SD SEC 9 Blk III Urutawa SD Lot 2 SEC 7 Blk III Urutawa SD SEC 4 Blk III Urutawa SD Lot 1 SEC 7 Blk III Urutawa SD SEC 2 Blk II Urutawa SD Part Lot 2 DP 3044 Pt SEC 1 Blk VIII Urutawa SD	91.4589 17.82 663.6 192.6303 587.1988 176.8476 32.0915 430.5855 5.3823 98.5409 193.1546
Department of Conservation	Whitikau Stream Marginal Strip	Crown Land Survey Office Plan 3034 Crown Land Survey Office Plan 3036 Crown Land Survey Office Plan 3036 Crown Land Survey Office Plan 3036 Crown Land Survey Office Plan 3034 Crown Land Survey Office Plan 3034	
Department of Conservation	Part Raukumara Conservation Park	SEC 7 Blk VIII Urutawa SD	188.5835



**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

Agency	Property Name	Legal Description	Area (ha)
Department of Conservation	Tukainuka Scenic Reserve	Part SEC 4 Blk V Waioeka SD Part SEC 5 Blk I Waioeka SD	7.30 hectares
Department of Conservation	Waiotahi River Marginal Strip	Crown Land Survey Office Plan 3155 Crown Land Survey Office Plan 3924 Crown Land Survey Office Plan 3924 Crown Land Survey Office Plan 3154 Crown Land Survey Office Plan 3154 Crown Land Survey Office Plan 2934 Crown Land Survey Office Plan 6447 Allot 610 Waiotahi PSH Lot 16 DP 5933 Lot 15 DP 5933 Lot 17 DP 5933 Lot 14 DP 5933 Allot 609 Waiotahi PSH Lot 13 DP 5933 Allot 608 Waiotahi PSH Crown Land Crown Land Survey Office Plan 3542 Crown Land Survey Office Plan 5555 Crown Land Survey Office Plan 3156 Crown Land Survey Office Plan 3156 Crown Land Survey Office Plan 3156	6.475       0.12 0.65 0.112 0.265 0.9 0.544 0.22 0.1836 0.7  0.6247
Department of Conservation	Waioeka Gorge Scenic Reserve	Pt SEC 1 Blk XI Waioeka SD SEC 13 Blk VII Waioeka SD	 8.2151

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

Agency	Property Name	Legal Description	Area (ha)
		Lot 1 DP 6400	127.05
		SEC 10 Blk XI Waioeka SD	19.956
		Pt SEC 1 Blk XV Waioeka SD	96.5908
		SEC 15 Blk VII Waioeka SD	51.0966
		Allot 485 Waiotahi PSH	42.8966
		Pt SEC 3 Blk XI Waioeka SD	238.5717
		SEC 7 Blk XI Waioeka SD	319.7016
		Pt SEC 2 Blk XI Waioeka SD	
		Lot 2 DP 6400	145.58
		SEC 4 Blk VII Waioeka SD	
		Lot 3 DP 7620	242.13
		SEC 11 Blk III Waioeka SD	740
		SEC 1 SO 3544	64.7497
		SEC 3 Blk VII Waioeka SD	
		SEC 11 Blk XI Waioeka SD	7.0415
		Lot 1 DP 6997	415.2
		SEC 1 Blk II Waioeka SD	40.4685
		SEC 14 Blk VII Waioeka SD	48.4838
		SEC 2 Blk VII Waioeka SD	79.116
		SEC 6 Blk XI Waioeka SD	302.7048
		Pt Allot 416 Waioeka PSH	
		Pt Allot 416 Waioeka PSH	
		Pt Allot 416 Waioeka PSH	
		SEC 9 Blk XV Waioeka SD	574.2489

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

Agency	Property Name	Legal Description	Area (ha)
		SEC 9 Blk XIII Urutawa SD	1.4922
		SEC 15 Blk IX Motu SD	3.1885
		SEC 7 Blk VIII Waioeka SD	2.263
		Pt Oamaru 2A	
		SEC 8 Blk IV Waioeka South SD	489.2649
		Lot 1 SEC 4 Blk VIII Waioeka SD	242.8113
		Lot 3 DP 5993	77.914
		SEC 2 SO 8631	0.855
		SEC 4 Blk I Motu West SD	1.6187
		SEC 3 Blk VIII Waioeka SD	384.0466
		Pt SEC 5 Blk XV Waioeka SD	361.1711
		Part SEC 10 Blk III Waioeka SD	
		SEC 6 Blk VIII Waioeka SD	1.324
		Lot 2 DP 5993	144.872
		Tahora 2B2B2	635.3564
		SEC 10 Blk XVI Waioeka SD	316.24
		SEC 16 Blk VII Waioeka SD	36.4217
		SEC 8 Blk XII Waioeka SD	
		SEC 17A Blk XIII Urutawa SD	33.9935
		SEC 8 Blk XII Waioeka SD	
		SEC 7 Blk I Motu West SD	573.8442
		SEC 5 Blk XII Waioeka SD	7.5271
		SEC 10 Blk XIII Urutawa SD	323.7485
		SEC 2 Blk IV Waioeka South SD	669.35

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

Agency	Property Name	Legal Description	Area (ha)
		SEC 4 Blk XII Waioeka SD	276.6026
		SEC 10 Blk III Waioeka SD	
		SEC 10 Blk III Waioeka SD	
		SEC 7 Blk III Waioeka SD	263.1013
		SEC 1 Blk X Waioeka SD	501.8102
		SEC 10 Blk III Waioeka SD	
		SEC 10 Blk III Waioeka SD	
		Pt Oamaru 2A	
		SEC 10 Blk III Waioeka SD	
		SEC 21 Blk I Motu West SD	0.4451
		SEC 10 Blk III Waioeka SD	
		Allot 380 Waiotahi PSH	1.4051
		SEC 4 Blk XI Opotiki SD	28.5303
		Allot 461 Waiotahi PSH	40.4685
		SEC 1 SEC 3 Blk I Motu West SD	4.6488
		Lot 3 SEC 3A Blk XVI Waioeka SD	195.8172
		SEC 14 Blk XVI Waioeka SD	787.5182
		SEC 2 Blk III Waioeka South SD	345.1968
		Allot 487 Waiotahi PSH	56.6559
		Lot 2 SEC 7 Blk XV Waioeka SD	142.0446
		SEC 11 Blk VII Waioeka SD	62.3215
		Lot 2 SEC 2 Blk XII Waioeka SD	237.9551
		SEC 1 Blk VIII Waioeka SD	10.0159
		SEC 3 Blk XV Waioeka SD	22.6624



**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

Agency	Property Name	Legal Description	Area (ha)
		SEC 6 Blk I Motu West SD	658.0188
		Lot 3 SEC 1 Blk XVI Waioeka SD	0.784
		SEC 20 Blk XIII Urutawa SD	0.607
		SEC 10 Blk III Waioeka SD	
		SEC 7 Blk VII Waioeka SD	318.0829
		SEC 8 Blk VII Waioeka SD	6.6773
		SEC 10 Blk III Waioeka SD	
		SEC 10 Blk III Waioeka SD	
		SEC 5 Blk XI Waioeka SD	4.0468
		SEC 12 Blk XI Waioeka SD	16.9968
		SEC 6 Blk VII Waioeka SD	145.6868
		SEC 14A Blk XVI Waioeka SD	93.887
		Lot 2 SEC 3 Blk I Motu West SD	633.9451
		SEC 3 Blk II Waioeka SD	204.7582
		SEC 1 SO 8631	0.717
		SEC 10 Blk III Waioeka SD	
		Tahora 2B2B1	635.3564
		Lot 2 SEC 4 Blk VIII Waioeka SD	213.8763
		Lot 1 DP 5993	494.585
		SEC 10 Blk III Waioeka SD	
		SEC 12 Blk VII Waioeka SD	45.1224
		SEC 6 Blk III Waioeka SD	118.9775
		SEC 1 Blk VII Waioeka SD	
		SEC 1 Blk VII Waioeka SD	

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

Agency	Property Name	Legal Description	Area (ha)
		SEC 8A Blk XV Waioeka SD	2.0639
		SEC 17 Blk VII Waioeka SD	613.7
		SEC 4 Blk XI Waioeka SD	8.0937
		Allot 432 Waioeka PSH	38.78
		SEC 8 Blk XI Waioeka SD	64.7497
		Lot 1 SEC 2 Blk XII Waioeka SD	83.3652
		SEC 19 Blk XIII Urutawa SD	8.4984
		SEC 1 SO 8858	2.715
		SEC 3 Blk XI Opotiki SD	49.9786
		Pt SEC 10 Blk VII Waioeka SD	519.8187
Department of Conservation	Whinray Scenic Reserve	SEC 12 Blk IV Urutawa East SD	28.3507
		SEC 7 Blk IV Urutawa East SD	
		SEC 17 Blk IV Urutawa East SD	22.876
		SEC 16 Blk IV Urutawa East SD	8.95
		SEC 10 Blk IV Urutawa East SD	174.0148
		SEC 7 Blk IV Urutawa East SD	
Department of Conservation	Waiata Stream Marginal Strip	SEC 5 SO 3010	10
		SEC 4 SO 3010	25.5
		SEC 3 SO 3010	4.4

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

Agency	Property Name	Legal Description	Area (ha)
Department of Conservation	Waiata Village Conservation Area	SEC 2 Waiata VILL	0.2023
		SEC 15 Waiata VILL	0.5412
		SEC 6 Waiata VILL	0.2023
		SEC 13 Waiata VILL	1.4543
		SEC 4 Waiata VILL	0.2276
		SEC 3 Waiata VILL	0.2276
		SEC 8 Waiata VILL	0.1947
		SEC 1 Waiata VILL	0.2023
		SEC 11 Waiata VILL	0.2023
		SEC 7 Waiata VILL	0.2023
SEC 10 Waiata VILL	0.2023		
Department of Conservation	Motu Scenic Reserve	SEC 29 Blk II Motu SD	1.0117
		SEC 36 Blk II Motu SD	2.2055
		SEC 35 Blk II Motu SD	2.2611
		SEC 34 Blk II Motu SD	1.6465
		SEC 38 Blk II Motu SD	12.9499
Department of Conservation	Oponae Stream Marginal Strip	SEC 12 Blk XV Waioeka SD	5.013
Department of Conservation	Wairata Stream Marginal Strip	Crown Land Survey Office Plan 3107	
Department of Conservation	Opato Stream Marginal Strip	Crown Land Survey Office Plan 3098	

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

Agency	Property Name	Legal Description	Area (ha)
Department of Conservation	Waioeka Conservation Area	Lot 1 DP 6174	407
		Tahora 2G2	716.2935
		SEC 1 Blk I Motu West SD	222.5771
		SEC 2 Blk V Waioeka SD	497.3586
		Tahora 2A2	258.1894
		Lot 2 DP 305159	266.91
		Pt Tahora 2B1	
		Oamaru 1B	590.0316
		Tahora 2G1	206.3896
		Pt Oamaru 2C	
		Pt Oamaru 2A	
		Pt Tahora 2C3 Sec 1	
		Pt SEC 1 Blk VII Koranga SD	582.3
		Pt SEC 1 Blk IX Waioeka SD	
		Pt SEC 1 Blk II Koranga SD	1303.4924
		SEC 1 Blk II Waioeka South SD	577.2031
		SEC 1 Blk VI Koranga SD	1149.3072
		Oamaru 1	619.9784
		SEC 2 Blk VI Koranga SD	997.5501
		Pt SEC 1 Blk IX Waioeka SD	21.853
		Pt SEC 1 Blk IX Waioeka SD	
		Pt Tahora 2A1&2B1	
		SEC 2 Blk II Koranga SD	
		SEC 1 Blk XIV Moanui SD	1473.0557
		Oamaru 1C	1948.1566
		Pt Tahora 2C3 Sec 1	
		SEC 4 Blk III Koranga SD	
		Pt SEC 4 Blk I Waioeka SD	131.1181
		Pt SEC 1 Blk V Waioeka SD	504.643
		Lot 1 SEC 2 Blk VIII Waimana SD	136.2778
		Pt SEC 1 Blk IV Waimana SD	240.9827
		Pt SEC 4 Blk I Waioeka SD	275.1862
		Pt SEC 1 Blk VIII Waimana SD	
		Pt SEC 1 Blk VIII Waimana SD	
SEC 2 Blk IV Waimana SD			
SEC 1 Blk XII Waimana SD	168.7539		
Pt SEC 1 Blk IX Waioeka SD			
Pt Tahora 2A3A	341.5546		
Pt SEC 1 Blk IX Waioeka SD			
Pt Lot 3 DP 1500			



**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

Agency	Property Name	Legal Description	Area (ha)
Department of Conservation	Motu River Marginal Strip	Crown Land Survey Office Plan 1520A Crown Land Survey Office Plan 1350 Crown Land Survey Office Plan 1518A Crown Land Survey Office Plan 1520A SEC 39 Blk III Motu SD Crown Land Survey Office Plan 1351 Crown Land Survey Office Plan 1520A Crown Land Survey Office Plan 1115	1.92
Department of Conservation	Moanui Conservation Area	SEC 1 Blk XII Moanui SD SEC 6 Blk XII Moanui SD	870.0741 633.5151
Department of Conservation	Matawai Conservation Area	Pt SEC 5 Blk I Ngatapa SD SEC 3 Blk I Ngatapa SD SEC 4 Blk I Ngatapa SD	344.8528 347.2202 342.364
Department of Conservation	Koranga Stream Marginal Strip	Crown Land Survey Office Plan 4420	
Department of Conservation	Mutuera Stream Marginal Strip	Crown Land Survey Office Plan 6611	6.31
Department of Conservation	Te Wera Bush Conservation Area	SEC 1 Blk VIII Koranga SD SEC 5 Blk IV Koranga SD	331.8422 354.76
Department of Conservation	Rakauroa Scenic Reserve	SEC 8 Blk VI Ngatapa SD	361.5866
Department of Conservation	Waikareiti North Conservation Area	Pt Tahora 2C3 Sec 1 Pt Tahora 2C1 Sec 2	
Land Information New Zealand	17702 - Stopped Road - 71a McCoy Road, Whakatane	Closed Road SO 15298/3	0.5362

**PUNAWHAKAIRO AGREEMENT IN PRINCIPLE**

Agency	Property Name	Legal Description	Area (ha)
Land Information New Zealand	11286 - CL - Pakihi Road, Te Urewera National Park	SEC 5 Blk X Waiaua SD	2.0234
Land Information New Zealand	16367 - Closed Road, Glenholme Road, Matahapa	Closed Road Survey Office Plan 5370	2.1364
Land Information New Zealand	11200 - CL Waimana	Pt SEC 19 Waimana SETT	9.9990
Ministry of Education	Omarumutu School	2.2909 hectares, more or less, being Part Opape 3Y1B2. Part Proclamation 857.	2.2909
Ministry of Education	Waiotaha Valley School	1.2141 hectares, more or less, being Part Lot 4 DP 10412/AK and Lot 2 DP 3272. All computer freehold register GS2C/259.  0.8093 hectares, more or less, being Lot 1 DP 3810. All <i>Gazette</i> Notice 153044.1.	2.0234
Ministry of Education	Kutarere School	2.6302 hectares, more or less, being Part Allotment 191A Parish of Waiotahi. Part <i>Gazette</i> 1981, p 1127.	2.6302
Ministry of Education	Nukuhou North School	1.2141 hectares, approximately, being Part Allotment 216 Parish of Waimana. All computer freehold register SA500/130. Subject to survey. Limited as to parcels.	1.2141
Ministry of Education		SEC 10 Blk XV Waioeka SD	0.5336
Ministry of Education	Ashbrook School	2.0290 hectares, more or less, being Allotment 353, 354, 355, Part Allotment 352, 399, 400, 401 and 402 Section 2 Town of Opotiki. All Proclamation 60298.	2.0290

## 7 TE TAHATŪ O WHAKATŌHEA ME TE KARAUNA

### CROWN AND WHAKATŌHEA PROCESS FOR RESOLVING OVERLAPPING CLAIMS

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

- Ngāti Awa;
- Ngāi Tūhoe;
- Ngaitai ki Torere;
- Te Whānau a Apanui
- Te Aitanga ā Māhaki; and
- Te Whānau a Kai.

**Table 1** - Process for addressing overlapping interests with Whakatōhea's neighbouring groups

Process Timeframe	Activities	
<b>Sign terms of negotiation</b>	<ul style="list-style-type: none"> <li>● The Crown wrote to neighbouring groups (February – April 2017). The letters outlined:                             <ul style="list-style-type: none"> <li>○ negotiations status;</li> <li>○ process towards agreement in principle;</li> <li>○ Crown contact details; and</li> <li>○ Whakatōhea's area of interest.</li> </ul> </li> </ul>	
<b>During negotiations towards Crown offer</b> <ul style="list-style-type: none"> <li>● <i>Prior to Crown offer - interest discussions</i></li> </ul>	<ul style="list-style-type: none"> <li>● Crown and Whakatōhea discussed engagement with, and interests of, neighbouring groups.</li> <li>● Whakatōhea and the Crown met with neighbouring groups (separately). Discussed:                             <ul style="list-style-type: none"> <li>○ settlement timeframes;</li> <li>○ the overlapping interests process;</li> <li>○ Whakatōhea's area of interest and the nature of the interests within it; and</li> </ul> </li> <li>● specific redress being contemplated in negotiations.</li> </ul>	Letters of support from neighbouring groups
<b>During negotiations towards Crown offer</b> <ul style="list-style-type: none"> <li>● <i>After Crown offer - redress</i></li> </ul>	<ul style="list-style-type: none"> <li>● Initial Crown offer made subject to resolution of overlapping interests.</li> <li>● Whakatōhea wrote to neighbouring groups setting out agreements about where discussions had got to on the proposed redress and commitment to further discuss post-agreement in principle.</li> </ul>	

## PUNAWHAKAIRO AGREEMENT IN PRINCIPLE

Process Timeframe	Activities
<i>discussions</i>	<ul style="list-style-type: none"> <li>• The Crown wrote to neighbouring groups setting out its understanding of where discussions between Whakatōhea and neighbouring groups have got to on the proposed redress.</li> <li>• Report to the Minister for Treaty of Waitangi Negotiations on engagement with neighbouring groups.</li> </ul>
<b>Sign agreement in principle</b>	<ul style="list-style-type: none"> <li>• Signing ceremony scheduled for 18 August 2017</li> <li>• Agreement in principle made available online same day</li> </ul>
<b>Following agreement in principle</b>	<ul style="list-style-type: none"> <li>• Crown to send comprehensive letter to neighbouring groups. Content to include:               <ul style="list-style-type: none"> <li>○ summary of site specific redress offered within the areas of interest of neighbouring groups;</li> <li>○ Crown policy on overlapping interest resolution;</li> <li>○ key timeframes;</li> <li>○ proposed engagement towards deed of settlement (including offer to meet and/or facilitate meetings between Whakatōhea and neighbouring groups); and</li> <li>○ OTS contact details and where to send submissions.</li> </ul> </li> <li>• Resolve major issues (if any).</li> <li>• Indication of support from neighbouring groups.</li> <li>• Report to the Minister for Treaty of Waitangi Negotiations on engagement with neighbouring groups (forward a copy to the Minister for Māori Development)</li> </ul>