Te Tomokanga ki te Matapihi

AGREEMENT IN PRINCIPLE TO SETTLE HISTORICAL CLAIMS

WHANGANUI LAND SETTLEMENT

and

THE CROWN

30 AUGUST 2019

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Structure of Whanganui Land Settlement agreement in principle

1.1 This agreement in principle is structured as outlined below, to reflect the Crown acknowledgment of the importance of Te Tomokanga ki te Matapihi to Whanganui Land Settlement. Whanganui Land Settlement regards Te Tomokanga ki te Matapihi as underpinning the settlement of their claims against the Crown.

1.1.1 **Te Mātāpuna – Background:** Whanganui Land Settlement describe their tribal origins and traditional history.

1.1.2 **Te Tomokanga ki te Matapihi:** Outlines Te Tomokanga ki te Matapihi and the Crown's acknowledgement of the importance of Te Tomokanga ki te Matapihi to the iwi and hapū of Whanganui Land Settlement.

1.1.3 **Te Tomokanga ki te Matapihi – Giving Life:** Outlines how Whanganui Land Settlement and the Crown propose to give life to Te Tomokanga ki te Matapihi in the context of this settlement.

1.1.4 **Te Oha - Agreement in Principle:** Outlines the agreement between the Crown and Whanganui Land Settlement that is to be provided in the Whanganui Land Settlement deed of settlement.

1.1.5 **Te Tatau Pakohe – Settlement:** Outlines the settlement terms that will be provided in the Whanganui Land Settlement deed of settlement.

1.1.6 **Te Pae Whakarauhī – Crown Apology Redress:** Outlines the historical account, the Crown acknowledgements and the Crown apology to be included in the deed of settlement.

1.1.7 **Te Pae Whakamahu – Cultural Redress:** Outlines the cultural redress, and includes:

(a) **Te Tomokanga Hāpori - Community engagement pathway:** Redress to re-establish the economic, social, cultural and environmental wellbeing of the iwi and hapū comprising Whanganui Land Settlement and upholding their responsibilities to land within their area of interest. This part sets out the relationship redress arrangements proposed with Crown agencies, other entities and authorities.

(b) **Te Tomokanga Oranga Whānau – Whānau Social Wellbeing Pathway**: This addresses Whanganui Land Settlement's aspiration to improve the social and economic wellbeing of their iwi and hapū through their Te Tiriti settlement. This part sets out Whanganui Land Settlement's desire to partner with the Crown and other agencies to achieve whānau wellbeing.

(c) **Te Tomokanga Oranga Whenua – Land Wellbeing Pathway:** This pathway addresses whenua (land) wellbeing, which is vital to the overall wellbeing of Whanganui Land Settlement and hapū, with their aspiration being for iwi and hapū to reaffirm and uphold their lands as tangata tiaki. This part sets out the redress proposed over conservation and other lands.

1.1.8 **Te Ngako o Te Miro – Financial and Commercial redress section: Te Tomokanga Kaipakihi – Business Enterprise/Commercial Pathway:** This pathway addresses revitalisation and economic growth as a means to sustain iwi and hapū wellbeing. This part sets out the proposed financial and commercial redress to be recorded in the deed of settlement.

1 TE MĀTĀPUNA – BACKGROUND

(Te Mātāpuna – the spring / the well)

Ā mua, i muri ōu kōrero

The solutions of tomorrow are derived from the lessons of the past

The historical background section will be developed before initialling a deed of settlement.

Whanganui Land Settlement explanation of Te Tomokanga ki te Matapihi

1.1 Te Tomokanga ki te Matapihi is the title Whanganui Land Settlement have given to their agreement in principle.

1.2 Part 2 of this agreement in principle outlines the Crown's acknowledgement of Te Tomokanga ki te Matapihi and includes the text that will be included in the deed of settlement and settlement legislation.

1.3 The following text in clauses 1.4 to 1.19 is provided by Whanganui Land Settlement to give a fuller explanation of Te Tomokanga ki te Matapihi and is not provided for interpretive purposes of Part 2.

1.4 Whanganui Land Settlement consider that in 1840, the Crown entered through Te Tomokanga ki te Matapihi and assert that since 1840, the values, rights and interests of Whanganui land Settlement have been undermined by the Crown.

1.5 Physically, Te Tomokanga ki te Matapihi is a ceremonial gateway.

1.6 Spiritually and symbolically Te Tomokanga ki te Matapihi is also a process underpinned by Whanganui Land Settlement values (Ngā Mātāpono) and is an embodiment of all Whanganui Land Settlement tikanga.

1.7 Once manuhiri enter through the gateway into the Whanganui Land Settlement tribal domain (Te Whare Kāho), the values and tikanga of Whanganui Land Settlement govern the future relationship between Whanganui Land Settlement and manuhiri.

1.8 Te Tomokanga ki te Matapihi in principle represents one gateway, but is made up of a number of intrinsically linked parts that do not exist without the other and is explained in more depth below:

Te Matapihi

1.9 As the entrance way into the Whanganui tribal domain, Te Matapihi is both a window to the past and a gateway to the future.

1.10 Te Matapihi is a significant landmark in the vicinity of the mouth of the Whanganui River. It is the window to look out to the wider external world through a Whanganui tribal lens. For manuhiri, it is a window looking in to see and experience the Whanganui tribal nation.

1.11 Te Tomokanga ki te Matapihi is the gateway that leads onto the main courtyard of any Whanganui Land Settlement marae. As manuhiri, one must traverse this ritual pathway in order to fulfil the formal ritual of encounter referred to as the pōwhiri. This encounter is underpinned by Whanganui tikanga and kawa.

Te Uku

Mā te piharau, anō te piharau e whakatika.

Whanganui Iwi solutions for Whanganui Iwi issues.

1.12 Te Uku is the arm of the gateway representing Whanganui Land Settlement. Whanganui Land Settlement assert this arm highlights their inherent right to exist, survive and thrive as mana whenua within their tribal nation. This arm creates a responsibility for Whanganui Land Settlement to ensure that their participation and relationship with the Crown, and any other party, endures for the benefit of future generations.

Te Rino

Tā te rino i tukituki ai, mā te rino anō e hanga.

What the Crown has destroyed, the Crown will rebuild.

1.13 Te Rino is the arm of the gateway that acknowledges manuhiri, and in the Te Tiriti settlement context represents the Crown relationship with Whanganui Land Settlement and the Crown's responsibility to enhance and uphold its Te Tiriti o Waitangi relationship with Whanganui Land Settlement.

Ngā Mātāpono

1.14 Ngā Mātāpono are the pou of the gateway and set out the values and tikanga that govern the relationship between Whanganui Land Settlement and manuhiri.

1.15 Ngā Mātāpono are:

Toitū te Kupu, Toitū te Mana, Toitū te Whenua

The permeance of the absolute word insures the retention of chiefly authority, guaranteeing the survival of the tribal domain.

Toitū te Kupu: integrity

1.16 A relationship of integrity is founded on both the intent of one's word and the truth of its expression.

Toitū te Mana: inherited authority

1.17 A relationship of inherited authority is founded on the recognition of the permanence of Iwi Mana and on the sharing of responsibility to uphold that mana. Mana stems from maintaining the relationship between humanity and the natural world and people with one another through appropriate tikanga.

Toitū te Whenua: physical and metaphysical sustenance

1.18 A relationship of physical and metaphysical sustenance is founded on the connection, through appropriate tikanga, of humanity with the natural world, and the duty of care by humanity towards the natural world.

1.19 Te Tomokanga ki te Matapihi (made up of all of the above components) is the basis for resetting of the Whanganui Land Settlement relationship with the Crown.

Pathway to the agreement in principle

Name of settlement group

1.20 For the purposes of this agreement in principle the settling group (as described in the claimant definition in paragraphs 1.4.1 and 1.4.2 of schedule 1) is called 'Whanganui Land Settlement'. However, following the signing of this agreement in principle and prior to initialling a deed of settlement, an alternative name for the settling group that better reflects the claimant community will be explored.

Mandate and terms of negotiation

1.21 In June 2013, Te Kaupapa Matua was presented to the Office of Treaty Settlements as part of the strategy to move forward with negotiations.

1.22 In March 2017, the iwi and hapū comprising Whanganui Land Settlement, gave the Whanganui Land Settlement Negotiation Trust a mandate to negotiate with the Crown a deed of settlement settling the historical claims of Whanganui Land Settlement .

1.23 The Crown recognised this mandate on 27 June 2017.

1.24 The mandated negotiators and the Crown agreed the scope, objectives, and general procedures for the negotiations by Terms of Negotiation dated 25 July 2017.

1.25 On 20 April 2018, Whanganui Land Settlement presented Te Tomokanga ki te Matapihi to the Minister for Treaty of Waitangi Negotiations.

Nature and scope of deed of settlement agreed

1.26 The mandated negotiators and the Crown have agreed, in principle, the nature and scope of the deed of settlement, except for the following issues which require further discussion and will be explored following the signing of this agreement in principle and before initialling a deed of settlement:

1.26.1 the name of the settling group, in accordance with clauses 1.4.1 and 1.42 of schedule 1;

1.26.2 how Crown agencies listed at clauses 7.29 and 7.31 can work with Whanganui Land Settlement to improve social and economic wellbeing for all people living in their rohe;

1.26.3 potential ownership and/or administrative arrangements over Crown-derived reserves and Crown-owned sites, including sites administered by Whanganui District Council (subject to the agreement of Whanganui District Council where required) in accordance with clauses 7.45 to 7.48;

1.26.4 potential commercial redress over the former Universal College of Learning Campus on Dublin Street, Whanganui, in accordance with clauses 8.6 to 8.9;

1.26.5 potential commercial redress over the Whanganui Prison site (land only) in accordance with clause 8.10; and

1.26.6 a potential right of refusal for Whanganui Land Settlement over Whanganui Fire Station in accordance with clause 8.16.

1.27 This agreement in principle records that agreement and concludes substantive negotiations of the redress contemplated in this agreement in principle, recognising that work needs to continue on the matters outlined in Part 11 of this agreement in principle.

Approval and signing of this agreement in principle

1.28 The mandated body has –

1.28.1 approved this agreement in principle; and

1.28.2 authorised Ken Mair (Chairperson) to sign it on their behalf.

2 TE TOMOKANGA KI TE MATAPIHI

Ko Matua te Mana te pou tuarongo
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatipua rāua ko Paerangi ngā maihi
Nei rā te whare kāho o Whanganui

Matua te mana is the back pillar,
Te Awa o Whanganui is the front pillar
Ruatipua and Paerangi o Te Maungaroa are the side pillars
Such is the genealogical architecture of the House of Whanganui

2.1 This Part outlines the Crown's acknowledgement of Te Tomokanga ki te Matapihi and will be included in the deed of settlement and settlement legislation.

Te Tomokanga ki te Matapihi

Te Tomokanga ki te Matapihi:

Te Tomokanga is a ceremonial gateway that leads onto the main courtyard of a marae. Manuhiri (visitors) must traverse this pathway in order to fulfil the formal ritual of encounter, the pōwhiri.

Te Tomokanga symbolises the values (Ngā Mātāpono) carved into the entranceway.

Te Matapihi, a significant landmark, is a window for Whanganui Land Settlement to look out to the external world, though their tribal lens.

For Whanganui Land Settlement, it is the entrance into the Whanganui tribal domain.

Te Uku and Te Rino

Te Uku represents Whanganui Land Settlement and their rights and responsibilities, as tangata whenua within their tribal domain, to ensure that their relationship with the Crown endures for the benefit of future generations.

Te Rino represents the Crown in its relationship with Whanganui Land Settlement under Te Tiriti o Waitangi.

Ngā Mātāpono: Toitū te Kupu, Toitū te Mana, Toitū te Whenua

Ngā Mātāpono are the intrinsic values of Whanganui Land Settlement –

Toitū te Kupu: Integrity

Integrity is founded on the intent of one's word and the truth of its expression.

Toitū te Mana: Inherited authority

Inherited authority is founded on the recognition of the permanence of iwi mana and on the sharing of responsibility to uphold that mana. Mana stems from maintaining the relationships between humanity and the natural world, and people with one another, through appropriate tikanga.

Toitū te Whenua: Physical and metaphysical sustenance

Physical and metaphysical sustenance is founded on the connection, through appropriate tikanga, of humanity with the natural world, and the duty of care of humanity towards the natural world.

Crown acknowledgments

2.2 The Crown acknowledges and respects the importance of Te Tomokanga ki te Matapihi to Whanganui Land Settlement.

2.3 The Crown acknowledges that Whanganui Land Settlement –

2.3.1 has a desire to have a relationship with the Crown based on Te Tomokanga ki Te Matapihi; and

2.3.2 regards Te Tomokanga ki te Matapihi –

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

(b) as the basis for resetting the relationship between Whanganui Land Settlement and the Crown.

Draft settlement bill

2.4 The draft settlement bill will –

2.4.1 include Te Tomokanga ki te Matapihi in Subpart 1 of Part 1 of the bill, on the terms set out in the draft settlement bill; and

2.4.2 record that:

(a) the purpose of the settlement legislation includes to give effect to certain provisions of this deed of settlement; and

(b) the intention of Parliament is that the provisions of the settlement legislation are interpreted in a manner that best further the agreements expressed in this deed of settlement.

3 TE TOMOKANGA KI TE MATAPIHI – GIVING LIFE

Ko te rangawhenua te mātāpuna o te ora
Mai te whare toka ki te tokatū
He matapihi ki uta, he matapihi ki tai, he matapihi ki te ao
He ao āpōpō, he ao tea.

Our nationhood sustains us,
our tribal domain dictates our worldview,
our culture and economy sustain and elevate
our mana motuhake and tino rangātiratanga,
our legacy, our aspirations, our future.

3.1 Whanganui Land Settlement seek that Te Tomokanga ki te Matapihi is given life through their settlement and will:

3.1.1 work with all communities under the kawa and tikanga of Whanganui Land Settlement to provide certainty to care for and enhance the sustainability of the natural world; and

3.1.2 work with all communities towards the resetting of cultural norms, validation of identity and support for the language, physical and metaphysical relationships of Whanganui Land Settlement and hapū to their place, and the integration of all peoples toward equitable social and economic outcomes.

3.2 Crown agencies will consider, in good faith, how they can give life to Te Tomokanga ki te Matapihi through the continuing development of redress instruments, including relationship agreements or other arrangements, prior to initialling a deed of settlement.

4 TE OHA – AGREEMENT IN PRINCIPLE

(Te Oha –The Sacred Exchange of Life-breath)

Ko tō piki amokura nōu, ko tōku piki amokura nōku

You have your sacred house of knowledge, as I have mine

4.1 Whanganui Land Settlement and the Crown agree –

4.1.1 that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle; and

4.1.2 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 resolve any matters in relation to clause 5.5 of this agreement in principle, and agree or determine (where applicable) those matters under clause 5.9 and outlined in Part 11; and

4.1.3 the deed of settlement is to be signed by or on behalf of Whanganui Land Settlement, the governance entity, and the Crown.

4.2 The Crown acknowledges that Whanganui Land Settlement regards Te Tomokanga ki te Matapihi as underpinning the settlement of their historical claims against the Crown.

5 TE TATAU PAKOHE – SETTLEMENT

(Te Tatau Pakohe – The Blackstone Door)

Whiria te taunoka

Tie the taunoka to establish peace

Settlement of historical claims

5.1 The deed of settlement is to provide that, on and from the settlement date –

5.1.1 the historical claims of Whanganui Land Settlement are settled; and

5.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and

5.1.3 the settlement is final.

5.2 The definitions of the historical claims, and of Whanganui Land Settlement, are to be the definitions of those terms in schedule 1.

Terms of settlement

5.3 The terms of the settlement provided in the deed of settlement are to be:

5.3.1 those in schedule 2; and

5.3.2 any additional terms agreed by the parties.

Redress

5.4 The deed of settlement is to provide for redress in accordance with this agreement in principle.

5.5 However, the deed of settlement will include –

5.5.1 redress contemplated by this agreement in principle only if any overlapping claim issues in relation to that redress have been addressed to the satisfaction of the Crown; and

5.5.2 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.

5.6 If the Crown is unable to confirm any redress contemplated by this agreement in principle due to overlapping claims, the parties may discuss alternative redress so that the nature of the redress contemplated by this agreement in principle is maintained so far as that is possible, in the deed of settlement.

Crown commitment to explore redress

5.7 The exploratory discussions between the Crown and Whanganui Land Settlement as set out in clause 1.26 may not result in any agreed redress. The Crown is under no obligation to provide redress as an outcome of the exploratory discussions between the Crown and Whanganui Land Settlement.

5.8 If any new redress is offered by the Crown in accordance with clause 1.26, Whanganui Land Settlement acknowledge that clause 5.5 applies to that redress.

Transfer or vesting of settlement properties

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

5.9.1 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; and

5.9.2 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

5.9.3 a purchased deferred selection property will be subject to any encumbrance or right, or obligation in relation to that property, that is either:

(a) described in the disclosure information provided for that deferred selection property (and not varied during the pre-purchase period); or

(b) entered into by the Crown during the pre-purchase period; or

(c) required to be created under the settlement documentation on or before the settlement date for the property.

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

5.10 A redress property or a potential deferred selection property will not include any land vested pursuant to section 41 of the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

6 TE PAE WHAKARAUHĪ – HISTORICAL ACCOUNT, CROWN ACKNOWLEDGEMENT AND CROWN APOLOGY

(Te Pae Whakarauhī - The Threshold of Resolution)

Rapua te huarahi whānui hei ara whakapiri i ngā iwi e rua i runga i te whakaaro kotahi

Seek the broad highway that will unite the two peoples towards a common goal

A. Historical account and Crown acknowledgements

6.1 The deed of settlement is to include –

6.1.1 an agreed account of the historical relationship between Whanganui Land Settlement and the Crown as set out in clause 6.2; and

6.1.2 the Crown's acknowledgement of its acts and omissions which have breached the Treaty of Waitangi/Te Tiriti o Waitangi and its principles or caused prejudice to the Whanganui Land Settlement.

Whanganui Land Settlement historical account headings

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

1. The Treaty of Waitangi/Te Tiriti o Waitangi
   - Background to Whanganui at 1840
   - Te Tiriti o Waitangi at Whanganui
2. Whanganui Land Dealings, 1839-1846
   - 1839: CMS Trust Deed
   - 1839-1840: New Zealand Company claim
   - 1842-1845: Spain Commission/Investigating the Company Claim
   - 1846: Crown negotiations
3. Warfare in Whanganui, 1846-1847
   - 1846: Martial Law (from Heretaunga to Whanganui)
   - 1846: Arrival of Crown troops
   - 1847: Shooting of Ngarangi and Killing of the Gilfillans
   - 1847: Warfare in Whanganui
4. Whanganui Deed, 1848
   - The nature and extent of the transaction
   - Payment (including collateral benefits)
   - Reserves (including Pākaitore)

5. Politics and Warfare, 1848-1870
   - 1848-1860: Constitution, Komiti, and Kingitanga
   - 1860: Kokako Hui and Kohimārama Conference
   - 1861-1863: New Institutions
   - 1861-1863: The New Zealand Wars
   - 1864: Pai Mārire and the Battle of Moutoa
   - 1865-1866: Warfare at Ōhoutahi, Pipiriki, and south Taranaki
   - 1865: Confiscation
   - 1868: Warfare against Titokowaru

6. The Native Land Laws, 1865-1900
   - 1865-1873: 10-owner rule
   - 1865-ongoing: Costs and impacts
   - 1865-1900: Private purchasing
   - 1865-ongoing: Whanganui political responses (including Parihaka)
   - 1880-1885: Kemp's Trust

7. Crown Purchasing, 1870-1900

8. Public Works Takings
   - Scenic reserves
   - Atene dam
   - Kai Iwi water supply
   - Kaiwhaiki quarry
   - Native school sites

9. Land Administration and Alienation in the Twentieth Century
   - From 'Taihoa' to the Native Land Act 1909
   - Crown purchasing
   - Private purchasing
   - Vested lands
   - Pipiriki native township
   - Land Development
   - 'Uneconomic' interests
   - Europeanisation
   - Land-locked blocks
   - Privatisation of State-Owned Enterprises

10. Te Taio: Environmental Issues
    - Lakes and waterways (including Kaitoke, Wiritoa, Whangaehu, and Kokohuia)
    - Fisheries
    - Environmental degradation

11. The Marginalisation of Whanganui Māori

- Education
- Health
- Employment
- Housing
- Local government (including Whanganui Harbour Board lands)
- Te reo Māori (including the spelling of place names)
- Mana wāhine
- Taonga Tūturu
- Tohunga Suppression Act 1907

B. Crown Apology

6.3 The deed of settlement is to include a Crown apology for those breaches of the Treaty of Waitangi/Te Tiriti o Waitangi and its principles.

7 TE PAE WHAKAMAHU – CULTURAL REDRESS

(Te Pae Whakamahu – The Threshold of Revitalisation)

He ao āpōpō, he ao tea

Tomorrow holds a bright future

General

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

7.1.1 the Crown confirming that any residual overlapping claim issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and

7.1.2 any other conditions specified in the cultural redress listed below and set out in clauses 5.5, 5.9 and Part 11 of this agreement in principle.

Relationship redress

7.2 The relationship redress in this section is designed to reflect the following Whanganui Land Settlement aspirations:

A. Te Tomokanga Hāpori – Community Engagement Pathway; and

B. Te Tomokanga Whānau – Whānau Social Wellbeing Pathway.

TE TOMOKANGA HĀPORI – COMMUNITY ENGAGEMENT PATHWAY

Relationship agreement with the Department of Conservation

7.3 Whanganui Land Settlement consider their relationship with the Department of Conservation is significant in ensuring Whanganui Land Settlement can play a key role in upholding their responsibility to the health and wellbeing of whenua within their area of interest. The deed of settlement is intended to strengthen the existing relationships between Whanganui Land Settlement and the Department of Conservation.

7.4 The parties acknowledge that this relationship is significant to the settlement for Whanganui Land Settlement.

7.5 The deed of settlement will provide for the Department of Conservation to enter into a relationship agreement with the governance entity.

7.6 The parties acknowledge that Whanganui Land Settlement seeks to have a values-based relationship with the Department of Conservation that is underpinned by Te Tomokanga ki te Matapihi.

7.7 The parties intend to work together following the signing of this agreement in principle to negotiate a relationship agreement and to explore other redress as set out in this agreement in principle that seeks to give life to Te Tomokanga ki te Matapihi in the context of strengthening the relationship between Whanganui Land Settlement and the Department of Conservation.

Other relationship agreements

7.8 The deed of settlement will also provide for the following Crown agencies to enter into a relationship agreement with the governance entity:

a) Department of Corrections;

b) New Zealand Police;

c) Ministry of Justice;

d) Ministry for the Environment; and

e) Ministry of Business, Innovation and Employment.

7.9 The Ministry of Education has agreed to explore a relationship agreement with the governance entity before a deed of settlement is initialled.

7.10 The deed of settlement will also provide for the governance entity to enter into:

7.10.1 a relationship instrument with the Ministry of Social Development; and

7.10.2 a relationship instrument with Oranga Tamariki – Ministry for Children, that includes a commitment to explore a strategic partnership.

Crown minerals protocol

7.11 The deed of settlement is to require that the Minister of Energy and Resources issue the governance entity with a Crown minerals protocol.

7.12 This protocol will provide for the Crown's interaction with the governance entity in relation to specified matters.

Whakaaetanga Tiaki Taonga

7.13 The following culture and heritage parties have agreed to enter into a Whakaaetanga Tiaki Taonga with the governance entity. Prior to initialling a deed of settlement, these agencies will consider in good faith how they can give life to Te Tomokanga ki te Matapihi through the whakaaetanga development:

7.13.1 Ministry for Culture and Heritage Manatū Taonga;

7.13.2 Department of Internal Affairs Te Tari Taiwhenua (including the National Library and Archives New Zealand);

7.13.3 Heritage New Zealand Pouhere Taonga; and

7.13.4 Museum of New Zealand Te Papa Tongarewa.

7.14 The parties intend that the Whakaaetanga Tiaki Taonga will facilitate:

7.14.1 the care, management, access, use, development and revitalisation of Whanganui Land Settlement taonga; and

7.14.2 the identification, protection, preservation and conservation of the historical and cultural heritage of Whanganui Land Settlement.

7.15 The Whakaaetanga Tiaki Taonga will be issued to the governance entity through the deed of settlement.

Letters of introduction

7.16 The letters of introduction to the agencies, entities and authorities listed in clause 7.17 and 7.19 will outline the Whanganui Land Settlement aspiration for these agencies, entities and authorities to consider, in good faith, how they can give life to Te Tomokanga ki te Matapihi as part of their relationship development.

7.17 The deed of settlement will provide for the Minister for Treaty of Waitangi Negotiations to write a letter of introduction to the Minister of Health and the Minister of Housing.

7.18 The purpose of the letters is to raise the profile of Whanganui Land Settlement with each agency and local authority in relation to its work. The text of the letters will be agreed between the mandated negotiators and the Crown; and issued as soon as practicable after the establishment of the post-settlement governance entity and before the settlement date.

7.19 The deed of settlement will provide for the Chief Executive of the Office for Māori Crown Relations - Te Arawhiti, to write letters of introduction to the heads of the following agencies and local authorities:

a) Housing New Zealand;

b) Ministry for Housing and Urban Development;

c) New Zealand Transport Agency;

d) Ministry for Primary Industries (Te Uru Rākau – Forestry New Zealand);

e) Fisheries NZ;

f) Manawatū-Whanganui Regional Council (Horizons Regional Council);

g) Taranaki Regional Council;

h) Ruapehu District Council;

i) Transpower New Zealand Limited; and

j) Ngā Taonga Sound & Vision.

Letter of recognition from the Ministry for Primary Industries

7.20 The Crown, through the Ministry for Primary Industries, recognises Whanganui Land Settlement as tangata whenua that:

7.20.1 are entitled to have input into, and participate in, fisheries management processes that affect fish stocks in their area of interest and that are managed by the Ministry for Primary Industries under fisheries legislation; and

7.20.2 have a special relationship within their area of interest with all species of fish and aquatic life and all such species being taonga to Whanganui Land Settlement, and an interest in the sustainable utilisation of all species of fish and aquatic life.

7.21 The deed of settlement will record that the Director-General of the Ministry for Primary Industries will write to the governance entity by the settlement date, outlining:

7.21.1 that the Ministry for Primary Industries recognises that Whanganui Land Settlement have a special relationship with all species of fish and aquatic life and all such species being taonga to Whanganui Land Settlement within their area of interest;

7.21.2 how Whanganui Land Settlement can have input and participation into the Ministry for Primary Industries' fisheries planning processes;

7.21.3 how Whanganui Land Settlement can implement the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within their area of interest;

7.21.4 that the Ministry for Primary Industries will consult with the governance entity as representatives of Whanganui Land Settlement where the area of interest is directly affected by the development of policies and operational processes that are led by the Ministry for Primary Industries in the area of fisheries and aquaculture; agriculture and forestry; and biosecurity; and

7.21.5 any other matters as agreed with the Ministry for Primary Industries and Whanganui Land Settlement, including but not limited to exploring how Te Tomokanga ki te Matapihi can be given life to in the context of the future relationship between the Ministry for Primary Industries and Whanganui Land Settlement.

Appointment as an advisory committee to the Minister of Fisheries

7.22 The settlement legislation will provide for the Minister of Fisheries to appoint the Trustees of the governance entity as an advisory committee on fisheries management to the Minister under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 in relation to areas of special significance to Whanganui Land Settlement. The areas of special significance are to be agreed before initialling a deed of settlement.

Whanganui District Council

7.23 Whanganui Land Settlement consider that iwi and local government are critical partners in fostering prosperous regions.

7.24 Separate to, but in parallel with the Treaty settlement process, the Whanganui Land Settlement Negotiation Trust is pursuing a relationship agreement with Whanganui District Council that is to be informed by Te Tomokanga ki Te Matapihi. The aim is to strengthen existing relationships between Whanganui Land Settlement and the Whanganui District Council, and to enhance and benefit the development of the Whanganui community. This includes the aspiration of working with the Council on social and economic issues.

7.25 Whanganui District Council has established long standing relationships with Whanganui Land Settlement. Whanganui District Council is intent on maintaining and building on this relationship.

7.26 Separate to the deed of settlement, Whanganui Land Settlement also intends to develop relationship agreements with the following parties;

a) Whanganui District Health Board; and

b) Manawatū-Whanganui Regional Council (Horizons Regional Council).

TE TOMOKANGA ORANGA WHĀNAU – WHĀNAU SOCIAL WELLBEING PATHWAY

7.27 Whanganui Land Settlement's vision is for their iwi and hapū to be part of a positive and responsible tribal nation with the capability to act and live as an iwi that is vibrant, strong, robust and prosperous culturally, socially, environmentally and economically.

7.28 A key aspiration for Whanganui Land Settlement is to improve the social and economic wellbeing of their people in their Treaty settlement by pursuing partnership opportunities between Crown and iwi at the local level.

7.29 Subject to individual agency resourcing, work programmes and priorities, the Crown agencies who have agreed to explore how they can work with Whanganui Land Settlement to improve social and economic wellbeing for Whanganui Land Settlement people are:

(a) Ministry of Social Development;

(b) Oranga Tamariki – Ministry for Children;

(c) Ministry of Justice;

(d) Ministry of Education;

(e) Department of Corrections;

(f) New Zealand Police; and

(g) Ministry of Business, Innovation and Employment.

7.30 Any formal agreement to a social partnership arrangement between the agencies listed in clause 7.29 and Whanganui Land Settlement will be recorded in the relevant relationship agreement with each individual agency.

7.31 The Ministry of Health has also agreed to explore social partnership opportunities alongside Whanganui Land Settlement with the agencies and entities listed in clause 7.29.

7.32 If an agreement is not possible before initialling a deed of settlement, then the parties may agree to continue to explore this in good faith post-settlement.

7.33 Separate to, but in parallel with the deed of settlement, Whanganui Land Settlement are in the process of establishing their own partnership framework with Whanganui District Council and Whanganui District Health Board, with the aspiration of working with these parties and Crown agencies listed at clauses 7.29 and 7.31 on social and economic issues.

7.34 Any agreements reached will not commit or restrain any legal rights or obligations or functions, duties and powers of Ministers, Chief Executives, Boards of Crown Entities and officials, nor will it be contrary to public finance policy.

TE TOMOKANGA ORANGA WHENUA – LAND WELLBEING PATHWAY

7.35 The Crown acknowledges that whenua (land) wellbeing is important to the overall wellbeing of Whanganui Land Settlement hapū and individuals, and the reaffirmation of iwi and hapū to their lands, and the increased involvement of iwi and hapū as tangata tiaki in conservation is of particular significance.

7.36 The Crown acknowledges that the spelling of Whanganui used in the Survey and Land Transfer systems, and in the descriptions in Tables 1, 8, 9 and 10 of this agreement in principle, (i.e. Wanganui) differs from the accepted spelling of Whanganui.

Potential official geographic names

7.37 The deed of settlement is to provide for the settlement legislation to provide for each of the names listed in Table 1 below to become official geographic names on settlement date. This includes the correction of the misspelling of Whanganui (city) to acknowledge the correct spelling and the harm caused by this misspelling to Whanganui Land Settlement.

7.38 The Crown invites Whanganui Land Settlement to submit further new and altered place name proposals for geographic features within their area of interest to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa, before the deed of settlement is initialled, to be processed under the standard Treaty name processes followed by the Board.

Table 1 - Potential official geographic names

Existing geographic name	Potential official geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Whanganui or Wanganui	Whanganui	BL32 732777	City
Corliss Island	Mawae	BL32 739753	Island

Potential cultural redress properties

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

7.40 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 2 below.

Table 2 - Potential cultural redress properties

Landholding agency	Name of area	General description/location	Conditions of vesting / Specific conditions currently known
Department of Conservation	Owairua Scenic Reserve	*Wellington Land District – Ruapehu District* 3.0020 hectares, more or less, being Lot 1 DP 56106. All record of title WN27A/445 for the fee simple estate. Refer to Map 1 in Attachment 4	Subject to scenic reserve status with the governance entity as the administering body
Department of Conservation	Pipiriki Rubbish Local Purpose Reserve	*Wellington Land District – Ruapehu District* 1.1129 hectares, more or less, being Section 1 Block I Town of Pipiriki. Part *Gazette* 1897 p 1723. Refer to Map 2 in Attachment 4	Reserve (type to be determined) with the governance entity as the administering body
Department of Conservation	Ranana/Morikau Scenic Reserve	*Wellington Land District – Whanganui District* 101.2220 hectares, more or less, being Section 1 Block V Tauakira Survey District, Part Morikau 1 and Part Ranana. Part Proclamation 708.	Subject to scenic reserve status with the governance entity as the administering body

		Refer to Map 3 in Attachment 4	
Department of Conservation	Part of Ohotu Conservation Area	*Wellington Land District – Whanganui District* Up to 30 hectares, approximately, being within Ohotu 5A. Part record of title WN417/120 for the fee simple estate. Subject to survey. Refer to Map 4 in Attachment 4	Subject to scenic reserve status with the governance entity as the administering body
Department of Conservation	Part of Koriniti Conservation Area	*Wellington Land District – Whanganui District* Up to 30 hectares, approximately, being within Te Tuhi 2B4. Part record of title WN284/89 for the fee simple estate. Subject to survey. Refer to Map 5 in Attachment 4	Subject to scenic reserve status with the governance entity as the administering body
Department of Conservation	Tauakira Scenic Reserve	*Wellington Land District – Whanganui District* 56.9342 hectares, more or less, being Section 11 Block III Waipakura Survey District. Part Proclamation 767. Refer to Map 6 in Attachment 4	Subject to scenic reserve status with the governance entity as the administering body
Department of Conservation	Paetawa Scenic Reserve	*Wellington Land District – Whanganui District* 27.3567 hectares, more or less, being Lot 1 DP 34487, Part Te Tuhi 5, and Part Paetawa North. Balance Proclamation 710 and All Transfer 129174.4. Refer to Map 7 in Attachment 4	Subject to scenic reserve status with the governance entity as the administering body
Department of Conservation	Puketarata Scenic Reserve	*Wellington Land District – Whanganui District* 105.4484 hectares, more or less, being Parts Puketarata 4E1, 4E2 and 4H. Balance Proclamation 1272.	Subject to scenic reserve status with the governance entity as the administering body

		8.9866 ha, more or less, being Part Puketarata 4D. Part Proclamation 1050. Refer to Map 8 in Attachment 4	
Department of Conservation	Kauarapaoa Scenic Reserve	*Wellington Land District – Whanganui District* 58.8413 hectares, more or less, being Section 6 and Section 7 Block XII Moumahaki Survey District. All Gazette notice 372646.1. Refer to Map 9 in Attachment 4	Subject to scenic reserve status with the governance entity as the administering body
Department of Conservation	Kotiti Stream Conservation Area	*Wellington Land District – Whanganui District* 2.93 hectares, approximately, being Section 166 Right Bank Wanganui River. Subject to survey. Refer to Map 10 in Attachment 4	Subject to scenic reserve status with the governance entity as the administering body
Department of Conservation	Otoko Scenic Reserve	*Wellington Land District – Whanganui District* 3.9457 hectares, more or less, being Section 11 Block II Mangawhero Survey District. Part Gazette notice 416724.2. Refer to Map 11 in Attachment 4	Subject to scenic reserve status with the governance entity as the administering body
Department of Conservation	Part of Taukoro Forest Conservation Area	*Wellington Land District – Whanganui District* Up to 30 hectares, approximately, being within Section 10 Block II Mangawhero Survey District. Part *Gazette* 1926 p 235. Refer to Map 12 in Attachment 4	Subject to scenic reserve status with the governance entity as the administering body
Department of Conservation	Whitiau Scenic Reserve	*Wellington Land District – Whanganui District* 65.2820 hectares, more or less, being Section 516 Left Bank Wanganui River and Section 2 SO 421260.	Subject to scenic reserve status with the governance entity as the administering body

		Balance *Gazette* notice 875442.1. Refer to Map 13 in Attachment 4	
Department of Conservation	Moutoa Gardens Historic Reserve	*Wellington Land District – Whanganui District* 0.9105 hectares, more or less, being Part Reserve I Town of Wanganui. Balance record of title WN21/110 for the fee simple estate. Refer to Map 14 in Attachment 4	Subject to historic reserve status with the administering body to be confirmed
Crown	Whanganui River Road, Parikino-Pipiriki (PID 7034818)	*Wellington Land District – Whanganui District* 0.0304 hectares, more or less, being Crown Land SO 22405. Refer to Map 15 in Attachment 4	
Crown	Whanganui River Road, Parikino-Pipiriki (PID 7034912)	*Wellington Land District – Whanganui District* 0.0051 hectares, more or less, being Crown Land SO 22405. Refer to Map 16 in Attachment 4	
Crown	Whanganui River Road, Parikino-Pipiriki (PID 3992779)	*Wellington Land District – Whanganui District* 0.3515 hectares, more or less, being Lot 1 DP 67611. All record of title WN38C/19 for the fee simple estate. Refer to Map 17 in Attachment 4	
Land Information New Zealand	Whanganui River Road, Parikino-Pipiriki (11959)	*Wellington Land District – Whanganui District* 1.5 hectares, approximately, being Part Closed Road SO 23521. Part Proclamation 5632. Subject to survey. Refer to Map 18 in Attachment 4	
Land Information New Zealand	Pitangi Village, Parikino (11856)	*Wellington Land District – Whanganui District* 0.1012 hectares, more or less, being Section 1A Pitanga	

		Village. Part *Gazette* 1925 p 1138. Refer to Map 19 in Attachment 4	
Land Information New Zealand	Kauarapaoa Road, Brunswick-Paparangi (11949)	*Wellington Land District – Whanganui District* 0.60 hectares approximately, being Crown Land Block VI Waipakura Survey District (SO 11944). Subject to survey. Refer to Map 20 in Attachment 4	
Land Information New Zealand	Kai-Iwi Road, Waitotara (11881)	*Wellington Land District – Whanganui District* 1.4682 hectares, more or less, being Sections 3, 5 and 6 Block XV Nukumaru Survey District. Part Proclamation 566059. Refer to Map 21 in Attachment 4	
Land Information New Zealand (Treaty Settlements Landbank)	183B Rapanui Road, Westmere (PF1634)	*Wellington Land District – Whanganui District* 1.0302 hectares, more or less, being Lot 6 DP 370109, and an undivided 1/5 share in 0.1841 hectares, more or less, being Lot 9 DP 370109. All record of title 284363 for the fee simple estate. Refer to Map 22 in Attachment 4	

*The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown.
**The spelling of Wanganui in the legal descriptions contained in this table reflects the spelling used in the Survey and Land Transfer system.

Overlay classification

7.41 The deed of settlement is to provide for the settlement legislation to:

7.41.1 declare the areas described in Table 3 below as subject to an overlay classification and provide the Crown's acknowledgement of a statement of values in relation to each of the areas; which may include Te Tomokanga ki te Matapihi, in addition to any particular cultural, spiritual, historical, and traditional association with each of the areas; and

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

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

i. the statement of values; and

ii. the protection principles agreed by the parties; and

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

(i) consult with the governance entity; and

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

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

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

Table 3 – Overlay classification

Overlay areas to which the overlay classification is to apply	**General description/location**
Jean Darcy – Powataunga Overlay	(1,565.8315 hectares) includes: i. Part Jean Darcy Memorial Conservation Area 595.8000 hectares, more or less, being Lot 2 DP 51555; and ii. Powataunga Scenic Reserve 970.0315 hectares, more or less, being Section 18 Block VIII Moumahaki Survey District. Refer to Map 23 in Attachment 4
Ahuahu Overlay	(1,709.0810 hectares) includes: i. Ahu Ahu Stream Conservation Area 38.02 hectares, approximately, being Section 2 and Parts Section 3 Block IX, and Section 6 Block XIV Tauakira Survey District; and ii. Haehaekupenga Scenic Reserve 39.7857 hectares, more or less, being Part Section 2 Block XIII Tauakira Survey District; and iii. Ahuahu Conservation Area 1509.7860 hectares, more or less, being Section 1 Block II Waipakura Survey District, Section 3 Block XIII Tauakira Survey District and Part Te Tuhi 3A; and

	iv. Te Tuhi Scenic Reserve 121.4893 hectares, more or less, being Part Te Tuhi 3B. Refer to Map 24 in Attachment 4
Pitangi Overlay	(1,230.4771 hectares) includes: i. Mangahowhi Conservation Area 132.7369 hectares, more or less, being Section 1 Block XVI Tauakira Survey District ii. Pitangi Scenic Reserve 1097.7402 hectares, more or less, being Sections 2 and 3 Block XV Tauakira Survey District and Lot 2 DP 346052. Refer to Map 25 in Attachment 4
Tokomaru East Overlay	(518.3821 hectares) includes: i. Tokomaru East Block Conservation Area 518.3821 hectares, more or less, being Section 22 and Parts Subdivision 2 Run 28 (SO 14288) Block V Waipakura Survey District. Refer to Map 26 in Attachment 4

Statutory acknowledgement

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

7.42.1 provide the Crown's acknowledgement of the statements by Whanganui Land Settlement of their particular cultural, spiritual, historical and traditional association with each of the areas described in Table 4 below as statutory areas to the extent that those areas are owned by the Crown; and

7.42.2 require relevant consent authorities, the Environment Court, and the Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and

7.42.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area; and

7.42.4 require relevant consent authorities to forward to the governance entity a copy of a resource consent application notice under section 145(10) of the Resource Management Act 1991; and

7.42.5 enable the governance entity, and any member of Whanganui Land Settlement, to cite the statutory acknowledgement as evidence of the settling group's association with a statutory area.

Table 4 – Statutory acknowledgements

Statutory areas to which the statutory acknowledgement is to apply	**General description/location**
Te Komai Conservation Area	Refer to map 27 in Attachment 4
Taukoro Conservation Area	Refer to map 28 in Attachment 4
Raorikia Scenic Reserve	Refer to map 29 in Attachment 4
Otawaki Scenic Reserve	Refer to map 30 in Attachment 4
Aramoana Domain Recreation Reserve	Refer to map 31 in Attachment 4
Whanganui River Scenic Reserve	Refer to map 32 in Attachment 4
Whitiau Scientific Reserve	Refer to map 33 in Attachment 4
Taunoka Conservation Area	Refer to map 34 in Attachment 4
Mystery Block Conservation Area	Refer to map 35 in Attachment 4
Taukoro Forest Conservation Area	Refer to map 36 in Attachment 4
Ohotu Conservation Area	Refer to map 37 in Attachment 4
Koriniti Conservation Area	Refer to map 38 in Attachment 4
Lake Kohata Wildlife Management Reserve	Refer to map 39 in Attachment 4

Deed of recognition

7.43 The deed of settlement is to require that the Crown provide the governance entity with a deed of recognition in relation to the statutory areas referred to in Table 5 below to the extent that those areas are owned and managed by the Crown.

7.44 The deed of recognition will require the Minister of Conservation and the Director-General of Conservation, when undertaking certain activities within a statutory area, to –

7.44.1 consult the governance entity; and

7.44.2 have regard to its views concerning Whanganui Land Settlement's association with the statutory area as described in a statement of association.

Table 5 – Deed of recognition, issued by the Minister of Conservation and the Director-General of Conservation

Statutory areas to which the deed of recognition is to apply	**General description/location**
Taunoka Conservation Area	Refer to map 34 in Attachment 4
Mystery Block Conservation Area	Refer to map 35 in Attachment 4
Taukoro Forest Conservation Area	Refer to map 36 in Attachment 4
Ohotu Conservation Area	Refer to map 37 in Attachment 4
Koriniti Conservation Area	Refer to map 38 in Attachment 4
Lake Kohata Wildlife Management Reserve	Refer to map 39 in Attachment 4

Other cultural redress to be explored after the signing of this agreement in principle

7.45 Whanganui Land Settlement seek the recognition of their tūpuna interests and to have a meaningful role in upholding their tangata tiaki responsibility for the protection and preservation of the sites listed below in Table 6.

7.46 Agreement has been reached to explore ownership and/or administrative arrangements over Crown-derived reserves, including sites administered by Whanganui District Council, and other Crown-owned sites.

7.47 Following this agreement in principle, the Crown will explore with Whanganui Land Settlement and the Whanganui District Council (where relevant) ownership and/or administrative arrangements in relation to the properties listed in Table 6 below.

7.48 Any redress is subject to the agreement of the Whanganui District Council where relevant, resolution of overlapping interests to the Crown's satisfaction, and Ministerial and Cabinet approval.

Table 6 – Other cultural redress to be explored

Name of area
Part Queen's Park/Pukenamu
Part Gonville Domain/Tawhero
Kai Iwi Beach/Mowhānau Reserve (Nukumaru Domain)
Part of Lake Wiritoa bed
Recreation Reserve adjoining Lakes Wiritoa and Pauri (Sections 472, 513, 476)
Lake Pauri Marginal Strip

Nohoanga sites to be explored

7.49 Following the signing of this agreement in principle, the Crown will explore nohoanga redress over Crown owned land administered by the Department of Conservation within Whanganui Land Settlement's area of interest.

7.50 Nohoanga redress entitles iwi members to camp exclusively and temporarily on parts of Department of Conservation administered land at a specified location and for a set duration.

Natural resource redress – Whangaehu River

7.51 Natural resources redress negotiated for the Whangaehu River Catchment directly involves Whanganui Land Settlement.

7.52 The Ngāti Rangi deed of settlement, signed on 10 March 2018, provides for the establishment of the Te Waiū-o-te-Ika framework. A joint committee will be established, with the Whanganui Land Settlement post-settlement governance entity representing Whanganui Land Settlement on this committee. The joint committee will develop a framework for the management of the Whangaehu River catchment.

Future Whanganui National Park Collective Negotiations

7.53 The Crown notes the significance of the Whanganui National Park to Whanganui Land Settlement.

7.54 This settlement will settle all historical claims of Whanganui Land Settlement including in relation to the Whanganui National Park and will include Crown apology redress, and financial and commercial redress in respect of the Whanganui National Park.

7.55 The Waitangi Tribunal found that the Crown acquired land within the Whanganui National Park in breach of Te Tiriti o Waitangi/The Treaty of Waitangi.

7.56 Cultural redress focusing on current and future arrangements for the Whanganui National Park will be a separate collective negotiation with Whanganui Land Settlement and other iwi who have interests in the Whanganui National Park.

7.57 The Crown is committed to negotiating redress over the Whanganui National Park in good faith.

7.58 The deed of settlement will include a high-level statement that outlines Whanganui Land Settlement's aspirations and associations with the Whanganui National Park.

Aspirations of Whanganui Land Settlement for the Whanganui National Park

7.59 Whanganui Land Settlement consider they have significant tangata tiaki responsibilities in regard to the whenua and other taonga situated within the Whanganui National Park.

7.60 Whanganui Land Settlement have a number of redress aspirations with respect to the Whanganui National Park negotiations described above. Two fundamental aspirations include:

7.60.1 The ability of hapū and iwi to exercise full tino rangatiratanga over the Whanganui National Park; and

7.60.2 A values-based relationship with the Crown in regard to the future arrangements for the Whanganui National Park.

Cultural redress non-exclusive

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

8 TE NGAKO O TE MIRO - FINANCIAL AND COMMERCIAL REDRESS

(Te Ngako o Te Miro - The Essence of Wellbeing)

He manu anō te manu kai miro, he manu anō te manu kai poroporo

The bird that eats of the noble miro is of different stature
to the bird that eats of the humble poroporo

General

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

8.1.1 the Crown confirming that any residual overlapping claim issues in relation to any item of commercial redress have been addressed to the satisfaction of the Crown; and

8.1.2 any other conditions specified in the commercial redress tables provided below and set out in clauses 5.5, 5.9 and 11.2 of this agreement in principle.

Financial and commercial redress amount

8.2 The deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the financial and commercial redress amount of $30,000,000 less –

8.2.1 the total of the transfer values (determined in accordance with the valuation process in schedule 3) of any properties that the deed of settlement provides are commercial redress properties to be transferred to the governance entity on the settlement date.

TE TOMOKANGA KAIPAKIHI - BUSINESS ENTERPRISE/COMMERCIAL PATHWAY

Potential commercial redress properties

8.3 The Whanganui Land Settlement aspiration of Te Tomokanga Kaipakihi is addressed through the potential transfer of Crown-owned land as commercial redress.

8.4 The deed of settlement is to provide that the Crown must transfer to the governance entity on the settlement date those of the properties described in Table 7 below as potential commercial redress properties that the parties agree are to be commercial redress properties.

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

Licensed land

8.5.1 licensed land, the settlement documentation is to provide –

(a) the licensed land is to cease to be Crown forest land upon registration of the transfer; and

(b) from the settlement date, the governance entity is to be, in relation to the licensed land, –

(i) the licensor under the Crown forestry licence; and

(ii) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and

(iii) entitled to the rental proceeds under the Crown forestry licence since the commencement of the licence.

Transfer and leaseback

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

(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

(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 3 (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).

Table 7 - Potential commercial redress properties

Landholding Agency	Property Name/Address	General description/ location	Conditions of transfer / Specific conditions currently known
Land Information New Zealand (LINZ)	Part Lismore Hill Crown forestry licensed land, SH4	*Wellington Land District – Whanganui District* 1,644.3449 hectares, more or less, being Part Lot 2 DP 63450, Parts Lot 3 DP 63451, Sections 5, 7, 9 and 13 SO 314569, Lot 1 DP 424867, and Sections 25 and 32 SO 38204.	Settlement date transfer Subject to a Crown forestry licence contained in record of title 711728
LINZ	Part Lismore Sand Crown forestry licensed land, Marangai Road, Kaitoke	*Wellington Land District – Whanganui District* 479.9628 hectares, more or less, being Lots 2 and 3 DP 423496.	Settlement date transfer Subject to a Crown forestry licence contained in record of title 651837

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

Commitment to explore further commercial redress

Former Universal College of Learning property

8.6 The Ministry of Justice is in the initial stages of a proposal for a new Justice Centre in Whanganui, including building a new courthouse. The Ministry of Justice wishes to work in partnership with iwi on the design and operation of the new centre to help deliver better outcomes for Māori in the justice system.

8.7 One site which has been identified as a potential location for this Justice Centre is the former Universal College of Learning (UCOL) campus on Dublin Street in Whanganui, which is surplus to UCOL requirements. This site is currently owned by the Crown and has been identified as a potential commercial redress property for the Whanganui Land Settlement.

8.8 There is an opportunity to align Whanganui Land Settlement aspirations for a partnership role with the Crown's proposal to develop the new Justice Centre in Whanganui.

8.9 The Crown agrees to explore potential commercial redress over the former UCOL campus on Dublin Street, including how the Whanganui Land Settlement Treaty settlement could align with the Crown's proposal to develop a Justice Centre in Whanganui between signing an agreement in principle and initialling a deed of settlement.

Whanganui Prison

8.10 The Crown agrees to explore potential commercial redress for Whanganui Land Settlement over the Whanganui Prison site (land only) between signing an agreement in principle and initialling a deed of settlement.

Table 8 – Descriptions of the commercial redress to be explored

Landholding Agency	**Property Name/Address**	**General description/ location**	**Conditions of transfer / Specific conditions currently known**
Universal College of Learning	Former Universal College of Learning Campus, Dublin St, Whanganui	*Wellington Land District – Whanganui District* 0.0098 hectares, more or less, being Lot 2 DP 429502. All record of title 515638 for the fee simple estate. 0.0376 hectares, more or less, being Lot 1 DP 429502. All record of title 515637 for the fee simple estate. 0.1320 hectares, more or less, being Section 1 SO 36225. All record of title WN39D/473 for the fee simple estate. 2.6660 hectares, more or less, being Lots 1 and 2 DP 4454, Lots 1, 2, and 3 DP 4698, Lots 1 and 2 DP 11144, Lot 15 and Part Lots 35 and 40 Deeds Plan 227, Section 562 Town of Wanganui, Parts Section 27 and Part Section 28 Wanganui Suburban, Lot 1049, 1050, 1051, 1052, 1053, 1054, 1056, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, and Parts Lot 1055 of Section 27 Wanganui Suburban. All record of title WN38B/536 for the fee simple estate. 0.7753 hectares, more or less, being Lots 2, 4, 6, 8	Redress to be explored as per clause 8.9.

		and 10 DP 1080, Lot 1 DP 2784, Lots 1, 2, 3 and 4 DP 3683, Lot 1 Application Plan 1255, Lot 1 Application Plan 2482, Lot 1 Application Plan 2716, and Part Section 28 Wanganui Suburban. All record of title WN38B/535 for the fee simple estate. 0.5465 hectares, more or less, being Lots 1, 7, 9, 11, 13, 18, 21, 28, 37, and Part Lots 23, 25 and 27 Deeds Plan 227. All record of title WN38B/534 for the fee simple estate.	
Department of Corrections	Whanganui Prison, Kaitoke	*Wellington Land District – Whanganui District* 33.7533 hectares, more or less, being Sections 478, 479 and 480 Left Bank Wanganui River, and Sections 2 and 3 SO 340748. All record of title 611059 for the fee simple estate. 11.4903 hectares, more or less, being Lot 2 DP 46128 and Section 1 SO 36413. All record of title WN48C/764 for the fee simple estate. 1.5281 hectares, more or less, being Part Section 475 Left Bank Wanganui River. Balance record of title WN48C/765 for the fee simple estate.	Redress to be explored following signing of agreement in principle as per clause 8.10.

*The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown.
**The spelling of Wanganui in the legal descriptions contained in this table reflects the spelling used in the Survey and Land Transfer system.

Potential deferred selection properties

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

deed of settlement will provide for the effect of the written notice and will set out a process where the property is valued and may be acquired by the governance entity.

8.12 If a deferred selection property to be transferred to the governance entity is a leaseback deferred selection property, then clause 8.5.2 shall apply on and from the date of transfer for a property.

Table 9 - Potential deferred selection properties for transfer

Landholding Agency	Property Name/Address	General description/ location	Conditions of transfer / Specific conditions currently known
Ministry of Education	Whanganui Intermediate School (land only), 90 Dublin Street, Whanganui	*Wellington Land District – Whanganui District* 2.1209 hectares, more or less, being Lot 2 DP 353434. All record of title 218479 for the fee simple estate. 0.1709 hectares, more or less, being Part Lots 2 and 3 Deed Plan 245. All Proclamation 5032. 1.0692 hectares, more or less, being Lots 8, 9 and 10 Deed Plan 245 and Parts Lots 11, 12, 13 and 14 Deed Plan 245. All Proclamation 6075. 0.4307 hectares, more or less, being Part Lots 11, 12, 13 and 14 Deed Plan 245. Balance Proclamation 5664.	Sale and leaseback, 2-year deferred selection period
Department of Corrections	Whanganui Community Work Centre (land only), 39 Wilson St, Whanganui	*Wellington Land District – Whanganui District* 0.1251 hectares, more or less, being Lot 1 DP 354737 and Section 255 Town of Wanganui. All record of title 223299 for the fee simple estate.	Sale and leaseback, 3-year deferred selection period
New Zealand Police	Whanganui Police Station (land only), 1D Bell St, Whanganui	*Wellington Land District – Whanganui District* 0.4053 hectares, more or less, being Section 541 Town of Wanganui. All *Gazette* notice 696408.1.	Sale and leaseback, 3-year deferred selection period, subject to an early termination provision in the lease

Ministry for Primary Industries	Whanganui Forest land and trees, Pauri Rd/Marangai Rd, Kaitoke	*Wellington Land District – Whanganui District* 805.5393 hectares, more or less, being Section 546 Left Bank Wanganui River and Part Section 1 Block X and Part Section 2 Block IX Ikitara Survey District. All record of title WN50C/50 for the fee simple estate.	10-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	14A Caffray Ave, Aramoho, Whanganui (PF 416)	*Wellington Land District – Whanganui District* 0.1009 hectares, more or less, being Lot 8 DP 4960. All record of title WN42C/115 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	73 Campbell St, Central Whanganui (PF 1046)	*Wellington Land District – Whanganui District* 0.1275 hectares, more or less, being Lot 2 DP 27019. All record of title WN54C/103 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	22 Carlton Ave, Gonville, Whanganui (PF 1001)	*Wellington Land District – Whanganui District* 0.1300 hectares, more or less, being Lot 9 DP 34322. Part Transfer 7335321.1.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	3 Cross St, Castlecliff, Whanganui (PF 812)	*Wellington Land District – Whanganui District* 0.0936 hectares, more or less, being Part Lot 102 DP 264. Part Transfer 7335321.1.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	6 Devon Rd, Springvale, Whanganui (PF 1911)	*Wellington Land District – Whanganui District* 0.1384 hectares, more or less, being Lot 12 DP 5965. All record of title 584743 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	104 Devon Rd/32 Sussex Rd, Springvale, Whanganui (PF 1912)	*Wellington Land District – Whanganui District* 2.2016 hectares, more or less, being Lot 1 DP 19807 and Part Lot 3 DP 19807. All record of title 584747 for the fee simple estate.	3-year deferred selection period

Land Information New Zealand (Treaty Settlements Landbank)	41 Exeter Cres, Springvale, Whanganui (PF 421)	*Wellington Land District – Whanganui District* 0.0620 hectares, more or less, being Lot 13 DP 41648. All record of title WN42C/113 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	25 George St/173 Somme Pde, Aramoho (PF 1004)	*Wellington Land District – Whanganui District* 2.1862 hectares, more or less, being Lot 1 DP 78942. All record of title WN45B/654 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	19 Guyton St, Whanganui (PF 1568)	*Wellington Land District – Whanganui District* 0.0671 hectares, more or less, being Lot 3 DP 51823. All record of title WN21B/772 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	21 Guyton St, Whanganui (PF 1569)	*Wellington Land District – Whanganui District* 0.0661 hectares, more or less, being Lot 2 DP 51823. All record of title WN21B/771 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	142 Guyton St, Whanganui (PF 1653)	*Wellington Land District – Whanganui District* 0.1923 hectares, more or less, being Lot 2 DP 77123, and Lot 3 and Parts Lot 2 DP 3191. Part Transfer 8366407.1.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	69 Heads Rd, Gonville, Whanganui (PF 800)	*Wellington Land District – Whanganui District* 0.0964 hectares, more or less, being Lot 4 DP 1559. Part Transfer 7335321.1.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	77-79A Heads Rd, Gonville, Whanganui (PF 914)	*Wellington Land District – Whanganui District* 0.1625 hectares, more or less, being Lot 1 DP 1559 and Section 1 SO 25606. Part Transfer 7335321.1.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	4 Huia St, Whanganui East (PF 679)	*Wellington Land District – Whanganui District* 0.0575 hectares, more or less, being Lot 8 DP 49225. Part *Gazette* Notice 135453.1.	3-year deferred selection period

Land Information New Zealand (Treaty Settlements Landbank)	117 Ikitara Rd, Wanganui East, Whanganui (PF 418)	*Wellington Land District – Whanganui District* 0.0845 hectares, more or less, being Lot 4 DP 18150. All record of title WN39B/451 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	8 Jones St, Whanganui (PF 1404)	*Wellington Land District – Whanganui District* 0.0941 hectares, more or less, being Lot 17 DP 6972. All record of title WN480/244 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	14 Kaka Pl, Whanganui East (PF 1181)	*Wellington Land District – Whanganui District* 0.1262 hectares, more or less, being Lot 47 DP 22328. All record of title WN52D/1000 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	41 Karaka St, Castlecliff, (PF 457)	*Wellington Land District – Whanganui District* 0.0862 hectares, more or less, being Lot 1 DP 60100. All Transfer 914761.3.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	Kelvin St, Aramoho (PF 1153)	*Wellington Land District – Whanganui District* 3.9013 hectares, more or less, being Lot 3 DP 367026. All record of title 271990 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	Kelvin St, Aramoho (PF 1047)	*Wellington Land District – Whanganui District* 2.1101 hectares, more or less, being Part Section 22 Right Bank Wanganui River. All record of title WN40C/303 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	8 Kelvin St, Aramoho (PF 950)	*Wellington Land District – Whanganui District* 0.5120 hectares, more or less, being Lot 5 DP 73987. All record of title WN41B/532 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	3A Kings Ave, Gonville, Whanganui (PF 459)	*Wellington Land District – Whanganui District* 0.0562 hectares, more or less, being Lot 3 DP 4715. Part Transfer 7335321.1.	3-year deferred selection period

Land Information New Zealand (Treaty Settlements Landbank)	Former Kiwi Street School, 21 Kiwi St, Whanganui (PF 1683)	*Wellington Land District – Whanganui District* 2.2873 hectares, more or less, being Lot 110 DP 22328. All record of title 334920 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	21 Koromiko Rd, Gonville, Whanganui (PF 1063)	*Wellington Land District – Whanganui District* 0.0968 hectares, more or less, being Lot 8 DP 1837. Part Transfer 7335321.1.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	59 Maria Pl, Whanganui (PF 842)	*Wellington Land District – Whanganui District* 0.0780 hectares, more or less, being Lot 5 DP 73683. All record of title WN43A/856 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	61 Maria Pl, Whanganui (PF 916)	*Wellington Land District – Whanganui District* 0.1741 hectares, more or less, being Lot 4 DP 73683. All record of title WN43A/855 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	75-85 Maria Pl, Whanganui (PF 1233)	*Wellington Land District – Whanganui District* 1.0153 hectares, more or less, being Parts Section 546 and Part Section 539 Town of Wanganui. All record of title WN44A/247 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	Mokonui Rd, Rānana (PF 1818)	*Wellington Land District – Whanganui District* 36.7455 hectares, more or less, being Ngarakauwhakarara 7 Block. All record of title WN578/123 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	203 Puriri St, Castlecliff, Whanganui (PF 456)	*Wellington Land District – Whanganui District* 0.1012 hectares, more or less being Lot 131 DP 1863. All record of title WN42C/272 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty	126D Ridgway St, Whanganui (PF 917)	*Wellington Land District – Whanganui District* 0.4078 hectares, more or less, being Lot 2 DP 73683. All	3-year deferred selection period

Settlements Landbank)		record of title WN43A/853 for the fee simple estate.	
Land Information New Zealand (Treaty Settlements Landbank)	128 Ridgway St, Whanganui (PF 839)	*Wellington Land District – Whanganui District* 0.2331 hectares, more or less, being Lot 3 DP 73683. All record of title WN43A/854 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	133 Ridgway St, Whanganui (PF 841)	*Wellington Land District – Whanganui District* 0.0809 hectares, more or less, being Lot 6 DP 47948. All record of title WN18B/1427 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	24 Smithfield Rd, Gonville, Whanganui (PF 420)	*Wellington Land District – Whanganui District* 0.0991 hectares, more or less, being Lot 20 DP 1683. All record of title WN40A/477 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	405 Somme Pde, Ex-Jubilee Hospital, Whanganui (PF 1585)	*Wellington Land District – Whanganui District* 2.3535 hectares, more or less, being Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 Block III DP 2224 and Part Sections 29 and 30 Right Bank Wanganui River. All Transfer 8166158.2.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	42 Tanguru St, Wanganui East, Whanganui (PF 417)	*Wellington Land District – Whanganui District* 0.1012 hectares, more or less, being Lot 18 DP 1468. All record of title WN42C/114 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	79A Taupo Quay, Whanganui (PF 709)	*Wellington Land District – Whanganui District* 0.0832 hectares, more or less, being Lot 1 DP 75624. All record of title WN43A/820 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	81 Taupo Quay, Whanganui (PF 710)	*Wellington Land District – Whanganui District* 0.0832 hectares, more or less, being Lot 2 DP 75624. All record of title WN43A/821 for the fee simple estate.	3-year deferred selection period

Land Information New Zealand (Treaty Settlements Landbank)	81A Taupo Quay, Whanganui (PF 711)	*Wellington Land District – Whanganui District* 0.0832 hectares, more or less, being Lot 3 DP 75624. All record of title WN43A/822 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	85 Taupo Quay, Whanganui (PF 920)	*Wellington Land District – Whanganui District* 0.4093 hectares, more or less, being Lot 1 DP 78161. All record of title WN44D/567 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	201-215 Taupo Quay, Gonville (PF 1255)	*Wellington Land District – Whanganui District* 1.1422 hectares, more or less, being Lot 2 DP 88667. All record of title WN56B/391 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	234 Taupo Quay, Gonville (PF 1138)	*Wellington Land District – Whanganui District* 0.2105 hectares, more or less, being Lot 1 DP 66351. All transfer B744043.1.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	32 Tongariro St, Castlecliff (PF 298)	*Wellington Land District – Whanganui District* 0.0766 hectares, more or less, being Lot 29 DP 26470. All record of title WN31B/676 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	34 Tongariro St, Castlecliff (PF 299)	*Wellington Land District – Whanganui District* 0.0736 hectares, more or less, being Lot 30 DP 26470. All record of title WN31B/677 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	36 Tongariro St, Castlecliff (PF 300)	*Wellington Land District – Whanganui District* 0.0736 hectares, more or less, being Lot 31 DP 26470. All record of title WN31B/678 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	1 Totara St, Tawhero, Whanganui (PF 458)	*Wellington Land District – Whanganui District* 0.1270 hectares, more or less, being Lot 3 and Part Lot 2 DP 1825. All record of title WN41A/153 for the fee simple estate.	3-year deferred selection period

Land Information New Zealand (Treaty Settlements Landbank)	Education House, 249 Victoria Ave, Whanganui (PF 411)	*Wellington Land District – Whanganui District* 0.1016 hectares, more or less, being Part DP 3258. All record of title WN35C/585 for the fee simple estate. 0.2032 hectares, more or less, being Lot 1 DP 50055. All record of title WN38C/586; for the fee simple estate. 0.2678 hectares, more or less, being Section 1 SO 23548. All record of title WN38C/587 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	101 Wakefield St, Whanganui East (PF 708)	*Wellington Land District – Whanganui District* 0.8289 hectares, more or less, being Lot 1 DP 42704. All record of title WN14C/580 for the fee simple estate.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	32 Wilson St, Whanganui (PF 1652)	*Wellington Land District – Whanganui District* 0.3547 hectares, more or less, being Part Sections 229 and 230 Town of Wanganui, Lots 1 and 2 DP 28518 and Lots 1 and 2 DP 4851. Part Transfer 8366407.1.	3-year deferred selection period
Land Information New Zealand (Treaty Settlements Landbank)	48 Young St, Wanganui East, Whanganui (PF 419)	*Wellington Land District – Whanganui District* 0.0809 hectares, more or less, being Lot 11 Block III DP 2044. All Transfer 137200.	3-year deferred selection period
Land Information New Zealand	Tanguru St, Whanganui East LINZ 12056	*Wellington Land District – Whanganui District* 0.1047 hectares, more or less, being Lot 2 and Part Lot 1 DP 9210. All record of title WN42D/13 for the fee simple estate. 0.1012 hectares, more or less, being Lot 1 DP 1468. All record of title WN568/213 for the fee simple estate. 0.1012 hectares, more or less, being Lot 2 DP 1468. All record of title WN42D/14 for the fee simple estate.	3-year deferred selection period (subject to statutory clearances)

		0.01 hectares, approximately, being formerly Part Tanguru Street SO 22532. Subject to survey. 0.03 hectares, approximately, being formerly Part Tanguru Street SO 30441. Subject to survey. 0.30 hectares, approximately, being Part Railway Land. Subject to survey.	
Land Information New Zealand	Lot 1 Burmah Street, Whanganui	*Wellington Land District – Whanganui District* 0.0693 hectares, more or less, being Lot 1 Block III DP 2224. All record of title WN447/65 for the fee simple estate.	3-year deferred selection period (subject to a decision to landbank this property)
Land Information New Zealand	Lot 2 Burmah Street, Whanganui	*Wellington Land District – Whanganui District* 0.1052 hectares, more or less, being Lot 2 Block III DP 2224. All record of title WN458/35 for the fee simple estate.	3-year deferred selection period (subject to a decision to landbank this property)
Land Information New Zealand	Pt 6 Aramoho 6 and Lot 16 Burmah Street, Whanganui	*Wellington Land District – Whanganui District* 1.5558 hectares, more or less, being Part Aramoho 6 and Lot 16 DP 23504. Balance record of title WN5B/1271 for the fee simple estate.	3-year deferred selection period (subject to a decision to landbank this property)
Land Information New Zealand	Makirikiri Valley Road, Upokongaro (WN101489)	*Wellington Land District – Whanganui District* 0.4047 hectares, more or less, being Part Makirikiri 1N Block. All record of title WN8/284 for the fee simple estate.	3-year deferred selection period (subject to a decision to landbank this property)

*The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown.
**The spelling of Wanganui in the legal descriptions contained in this table reflects the spelling used in the Survey and Land Transfer system

School sites

8.13 Transfer and leaseback of school sites will be subject to standard Ministry of Education policies and operational considerations. Transfer and leasebacks of school sites are for land only and are subject to an agreed registrable ground lease for the property with ownership of the improvements remaining unaffected by the transfer. Operational considerations, such as shared school sites or some Board of Trustees house site issues may mean a specific site can be available but would be subject to specific processes in the deed of settlement (or lease).

8.14 Availability of transfer and leaseback of Ministry of Education sites is subject to the lease being agreed one month prior to initialling of the deed of settlement.

8.15 A school site will cease to be a transfer and leaseback property if before receipt of a notice of interest the Ministry of Education notifies the mandated body or the governance entity as the case may be, that the site has become surplus to its requirements.

Right of First Refusal

8.16 The settlement documentation is to provide that –

8.16.1 the governance entity has a right of first refusal (an RFR) in relation to a disposal by the Crown or specified Crown body of any of the land described in Table 10 below as potential RFR land that the parties agree is to be RFR land if, on the settlement date, it is owned by the Crown or specified Crown body; and

8.16.2 the RFR will apply for 179 years from the settlement date.

Table 10 – Potential RFR land

RFR Area			**Conditions of transfer / Specific conditions currently known**
For Crown-owned land within the provisional Whanganui Land Settlement RFR Area, refer to Attachment 3.			Right of first refusal, subject to overlapping interest discussions
List RFR			
Landholding Agency	**Property Name/ Address**	**General description/ location**	**Conditions of transfer / Specific conditions currently known**
Ministry of Education (MOE)	Te Kura o Te Wainui-ā-Rua, 4502 Whanganui River Road, Rānana	*Wellington Land District, Whanganui District* 0.4459 hectares, more or less, being Ranana Reserve 7B1 Block. All record of title WN25B/320 for the fee simple estate.	Right of first refusal, subject to overlapping interest discussions and confirmation by the Ministry of Education

		0.2552 hectares, more or less, being Ranana Reserve 8A Block. All record of title WN25B/321 for the fee simple estate.	
MOE	Aberfeldy School, 2317 Parapara State Highway, Whanganui	*Wellington Land District, Whanganui District* 1.1905 hectares, more or less, being Part Pukohu. All Proclamation 6226. 0.2777 hectares, more or less, being Part Pukohu. All *Gazette* notice 429918.	Right of first refusal, subject to overlapping interest discussions and confirmation by the Ministry of Education
MOE	Brunswick School, 15 Campbell Road, Whanganui	*Wellington Land District, Whanganui District* 1.1700 hectares, more or less, being Part Section 122 Right Bank Wanganui River. All Proclamation 4934.	Right of first refusal, subject to overlapping interest discussions and confirmation by the Ministry of Education
MOE	Kai Iwi School, State Highway 3, Whanganui	*Wellington Land District, Whanganui District* 1.2141 hectares, more or less, being Part Kai Iwi 6J. All record of title WN90/13 for the fee simple estate.	Right of first refusal, subject to overlapping interest discussions and confirmation by the Ministry of Education
MOE	Westmere School, 135 Rapanui Road, Westmere Whanganui	*Wellington Land District, Whanganui District* 0.4047 hectares, more or less, being Part Lot 37 DP 381. All record of title WN64/139 for the fee simple estate.	Right of first refusal, subject to overlapping interest discussions and confirmation by the Ministry of Education

		0.8094 hectares, more or less, being Part Lot 37 DP 381. All record of title WN172/274 for the fee simple estate. 0.4452 hectares, more or less, being Part Lot 37 DP 381. All Proclamation 6004. 0.7469 hectares, more or less, being Part Lot 1 DP 8282. Balance Proclamation 4482.	
MOE	Mosston School, 211 Mosston Road, Whanganui	*Wellington Land District, Whanganui District* 1.5884 hectares, more or less, being Lot 8 DP 1369. All record of title WN134/285 for the fee simple estate.	Right of first refusal, subject to overlapping interest discussions and confirmation by the Ministry of Education
MOE	Aranui School, 14-16 Aranui Avenue, Castlecliff, Whanganui	*Wellington Land District, Whanganui District* 1.4164 hectares, more or less, being Lot 3 DP 5562. All record of title WN296/286 for the fee simple estate. 0.0491 hectares, more or less, being Part Lot 1 DP 4656. All *Gazette* notice 649343.	Right of first refusal, subject to overlapping interest discussions and confirmation by the Ministry of Education
MOE	Whanganui High School, 76 Purnell Street, Springvale, Whanganui	*Wellington Land District, Whanganui District* 0.6075 hectares, more or less, being Lots 1, 2, 3, 4, 5, 6, 7 and Part Lots 8, 9 and 10 DP 19294.	Right of first refusal, subject to overlapping interest discussions and confirmation

		All *Gazette* notice 748276. 9.4759 hectares, more or less, being Lot 12 DP 19294. All Proclamation 5930. 0.9280 hectares, more or less, being Part Section 540 and Part Reserve L Town of Wanganui. All *Gazette* notice B288790.1 (*Gazette* 1993 p1031). 0.1575 hectares, more or less, being Part Section 540 and Part Reserve L Town of Wanganui. All Proclamation 6116.	by the Ministry of Education
MOE	Rutherford Junior High School, 32 Toi Street, Whanganui	*Wellington Land District, Whanganui District* 3.5971 hectares, more or less, being Lot 5 DP 2782, Part DP 5108, and Part Lot 4 DP 14456. Balance Proclamation 4862. 0.3172 hectares, more or less, being Part Lot 4 DP 14456. All *Gazette* notice 522146.1.	Right of first refusal, subject to overlapping interest discussions and confirmation by the Ministry of Education
MOE	Carlton School, 99A Carlton Avenue, Gonville, Whanganui	*Wellington Land District, Whanganui District* 1.9875 hectares, more or less, being Lot 69 DP 19696. All Proclamation 6068. 0.0173 hectares, more or less, being Part Lot 24 DP	Right of first refusal, subject to overlapping interest discussions and confirmation by the Ministry of Education

		1577. All *Gazette* notice 522868. 0.0827 hectares, more or less, being Part Lot 26 DP 1577. All Proclamation 5738.	
MOE	Tawhero School, 27 Totara Street, Whanganui	*Wellington Land District, Whanganui District* 3.0563 hectares, more or less, being Part Lots 7 and 7A DP 2139. Balance record of title WN239/11 for the fee simple estate.	Right of first refusal, subject to overlapping interest discussions and confirmation by the Ministry of Education
MOE	Te Kura Kaupapa Māori o Tupoho, 18 Cross Street, Castlecliff, Whanganui	*Wellington Land District, Whanganui District* 2.9397 hectares, more or less, being Lot 1 DP 88935 and Lot 2 DP 88290. All record of title WN56C/181 for the fee simple estate. 0.1220 hectares, more or less, being Lot 1 DP 88290. All record of title WN55B/565 for the fee simple estate. 0.8700 hectares, more or less, being Section 1 SO 401971. All record of title 424880 for the fee simple estate.	Right of first refusal, subject to overlapping interest discussions and confirmation by the Ministry of Education
MOE	Gonville School, Gonville Avenue, Whanganui	*Wellington Land District, Whanganui District* 2.9540 hectares, more or less, being Lots 1 and 2 DP 7786, Lots 16, 17, 18 19, and Part Lot 20 DP 1244, Lots	Right of first refusal, subject to overlapping interest discussions and confirmation

		31 and 32 DP 1518 and Lots 58, 59 and Part Lot 60A DP 2045. All Gazette notice 662401. 0.0372 hectares, more or less, being Part Lot 20 DP 1244. All Proclamation 497590.	by the Ministry of Education
MOE	Kokohuia School (Te Kura o Kokohuia), 36 Matipo Street, Castlecliff, Whanganui	*Wellington Land District, Whanganui District* 4.9057 hectares, more or less, being Lot 1 DP 311156, Lot 24 DP 22380 and Lots 53 and 61 DP 23690. All record of title 408310 for the fee simple estate.	Right of first refusal, subject to overlapping interest discussions and confirmation by the Ministry of Education
MOE	Kaitoke School, 16 Concord Line, Kaitoke, Whanganui	*Wellington Land District, Whanganui District* 0.4426 hectares, more or less, being Part Section 24 Left Bank Wanganui River. All record of title WN353/10 for the fee simple estate. 0.2023 hectares, more or less, being Part Section 25 Left Bank Wanganui River. All *Gazette* notice B265156.2.	Right of first refusal, subject to overlapping interest discussions and confirmation by the Ministry of Education
KiwiRail	48 Kelvin Street, Aramoho, Whanganui	*Wellington Land District – Whanganui District* 0.6809 hectares, more or less, being Lot 2 DP 367026. All record of title 271989 for the fee simple estate.	Right of first refusal

New Zealand Defence Force	86 Maria Pl, Whanganui	*Wellington Land District – Whanganui District* 1.5349 hectares, more or less, being Part Lot 27 Deeds Plan 277. Balance Proclamation 5115.	Right of first refusal
Oranga Tamariki	26A Kings Ave, Gonville, Whanganui	*Wellington Land District, Whanganui District* 0.1075 hectares, more or less, being Lot 2 DP 27588. All *Gazette* notice 756815.	Right of first refusal
New Zealand Transport Agency	Montgomery Rd, Westmere-Otamatea	*Wellington Land District – Whanganui District* 0.0279 hectares, more or less, being Part Lot 22 DP 835. Part Proclamation 5344.	Right of first refusal
New Zealand Transport Agency	Heads Rd, Gonville	*Wellington Land District – Whanganui District* 0.0311 hectares, more or less, being Lot 4 DP 81353. All record of title WN48A/166 for the fee simple estate.	Right of first refusal
New Zealand Transport Agency	Whanganui Metropolitan Motorway, Gonville	*Wellington Land District – Whanganui District* 0.0621 hectares, more or less, being Lot 5 DP 81353. All record of title WN48A/167 for the fee simple estate.	Right of first refusal
Fire and Emergency New Zealand	Whanganui Fire Station 89 Maria Pl, Whanganui	*Wellington Land District, Whanganui District* 0.5600 hectares, more or less, being Part Section 539	Explore a right of first refusal

		Town of Wanganui. All record of title WN20D/594 for the fee simple estate.	
Whanganui District Health Board	Whanganui Hospital, Heads Rd, Gonville	*Wellington Land District, Whanganui District* 12.5794 hectares, more or less, being Lot 2 DP 24701, Part Lots 1, 2 and 7 DP 3266. All record of title WN47C/364 for the fee simple estate. 1.3537 hectares, more or less, being Part Section 11 Right Bank Wanganui River. All record of title WN45C/899 for the fee simple estate. 0.1890 hectares, more or less, being Sections 407 and 408 Right Bank Wanganui River. All record of title WN23D/292 for the fee simple estate.	Right of first refusal
Housing New Zealand Corporation	Approximately 476 properties located within Whanganui, Waverley and Waitotara (subject to confirmation)		Right of first refusal

* The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown.
**The spelling of Wanganui in the legal descriptions contained in this table reflects the spelling used in the Survey and Land Transfer system

9 TE TAURAWHIRI TĀNGATA - OVERLAPPING INTERESTS PROCESS

(Te Taurawhiri Tāngata - The Interwoven Rope of Relationship)

Pūpūngia te kākāho kia mangungu, e kore e whati

One kākāho reed is easily snapped, but bound tightly many kākāho reeds will possess unyielding strength

Process for resolving overlapping interests

9.1 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 –

9.1.1 has a duty to act in good faith to other claimant groups (including those who have already settled with the Crown (the **settled groups**) who have interests in the settlement area of interest of Whanganui Land Settlement (refer attachment 1); and

9.1.2 must ensure it actively protects the interests of other claimant groups (whether already mandated or not) and settled groups; and

9.1.3 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 Whanganui Land Settlement.

9.2 The development of this agreement in principle has been informed by the overlapping interests process set out in attachment 2, which the parties agreed to implement following the signing of the terms of negotiation specified at clause 1.24.

9.3 Further to the process outlined in attachment 2, Whanganui Land Settlement has received letters of support from some neighbouring iwi, confirming agreement to Whanganui Land Settlement's redress aspirations, and agreeing a process to address any outstanding overlapping redress issues following the signing of the agreement in principle.

9.4 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:

9.4.1 the Crown's wish to reach a fair and appropriate settlement with Whanganui Land Settlement without compromising the existing settlements of settled groups; and

9.4.2 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 interests.

9.5 The Crown's process for resolving overlapping interest matters is set out in attachment 2.

Specific overlapping interests matters

Area around Pipiriki

9.6 Whanganui Land Settlement acknowledges they have not yet reached agreement with Te Korowai o Wainuiārua or any other overlapping group with interests, regarding potential redress in the wider Pipiriki area within the shared areas of interest.

9.7 Whanganui Land Settlement has entered into a joint research project and subsequent hui with Te Korowai o Wainuiārua iwi, to reach agreement on overlapping interests and the potential redress to be offered to Whanganui Land Settlement by the Crown.

9.8 Table 11 in attachment 2 lists the overlapping interests process to occur following the signing of this agreement in principle and prior to initialling a deed of settlement.

9.9 The Crown is committed to supporting groups to reach agreement prior to any decision by the Crown to confirm redress for inclusion in the Whanganui Land Settlement deed of settlement.

10 NGĀ TAKE PŪTEA - INTEREST AND TAX

(Ngā Take Pūtea – Interest and Tax matters)

E te pātaka, kei whea tō tatau kia taea ngā kai kei roto i tō puku?

Oh, lofty storehouse where is your doorway, so that I can access the food within you?

Interest

10.1 The deed of settlement is to provide for the Crown to pay the governance entity, on the settlement date, interest on the financial and commercial redress amount specified in clause 8.2;

10.1.1 for the period –

(a) beginning on the date of this agreement in principle; and

(b) ending on the day before the settlement date; and

(c) at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.

10.2 The interest is to be –

10.2.1 subject to any tax payable; and

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

Tax

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

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

10.4.1 an input credit for GST purposes; or

10.4.2 a deduction for income tax purposes.

11 TE PAE TATA - NEXT STEPS AND OTHER MATTERS

(Te Pae Tata -The Pathway to Achievement)

Ko te pae tawhiti whāia kia tata, ko te pae tata whakamaua kia tina

Seek out distant horizons and cherish those you attain

Disclosure information

11.1 The Crown will, as soon as reasonably practicable, prepare and provide to Whanganui Land Settlement disclosure information in relation to –

11.1.1 each potential cultural redress property; and

11.1.2 each potential commercial redress property.

A. Next Steps

Resolution of final matters

11.2 The parties will work together to agree, as soon as reasonably practicable, all matters necessary to complete the deed of settlement, including agreeing on or determining as the case may be –

11.2.1 the terms of the –

(a) historical account; and

(b) Crown's acknowledgements and apology; and

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

11.2.3 the transfer values of the commercial redress properties (in accordance with the valuation processes in schedule 3 or by another valuation process as agreed in writing between the landholding agency and Whanganui Land Settlement); and

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

11.2.5 the initial annual rent for any leaseback commercial redress property other than a school site[1]; and

[1] For a school site, the initial annual rent will be as a result of the processes in clause 6.5.2(c)

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

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

(a) the cultural redress; and

(b) the transfer of the commercial redress properties; and

(c) the right to purchase a deferred selection property, including the process for determining its market value and if it is a leaseback property that is not a school site, its initial annual rent; and

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

(e) the tax indemnity; and

11.2.8 the following documents:

(a) the statement of values, which may include Te Tomokanga ki te Matapihi, in addition to the values associated with the site as outlined in clause 7.41 and the protection principles in relation to each of the overlay classification areas; and

(b) Whanganui Land Settlement statements of association for each of the statutory areas; and

(c) the deed of recognition; and

(d) the protocols; and

(e) the relationship agreements; and

(f) the settlement legislation; and

11.2.9 all other necessary matters, including those outlined below in clauses 11.3 to 11.6.

Other matters

Redress to be explored

11.3 The parties will enter into exploratory discussions in relation to the matters outlined in clause 1.26 following the signing of this agreement in principle and before initialling a deed of settlement.

11.4 Within 6 months of signing this agreement in principle, Te Arawhiti will convene meetings with Whanganui Land Settlement and representatives from each agency, entity and authority listed in clauses 7.8, 7.9, 7.10 and 7.13 to agree a work programme for the development of their respective relationship agreements.

11.5 A focus of these meetings and work programmes will be how agencies will consider, in good faith, how they can give life to the values through the continuing development of redress instruments, including relationship agreements or other arrangements, prior to initialling a deed of settlement.

Te Tomokanga Oranga Whānau – Whānau Social Wellbeing Pathway

11.6 Within 6 months of signing this agreement in principle, Te Arawhiti will convene meetings with, Whanganui Land Settlement and representatives from each agency and entity listed in clause 7.29 and 7.31, to agree a work programme and discuss how they can work with Whanganui Land Settlement to improve social and economic wellbeing for Whanganui Land Settlement people.

11.7 The Whanganui District Council and the Whanganui District Health Board will be invited to attend this meeting.

Whanganui District Council lands

11.8 The Crown is aware that on 11 December 2018 the Whanganui District Council passed a resolution which stated:

11.8.1 THAT Council considers the transfer of 128 hectares of grazing land on Airport Road and South Spit to Whanganui Land Settlement Negotiation Trust. The land forms part of, and is included in, Identifier 357927, Wellington Registry.

11.9 The land referred to in this resolution is not owned by the Crown and therefore cannot be included in this Treaty settlement. However, should the Whanganui District Council and Whanganui Land Settlement Negotiation Trust come to an agreement about the transfer of this land, the Crown will, if requested, consider in good faith how it could support that transfer.

11.10 Possible ways in which the Crown might be able to support a transfer include:

11.10.1 aligning ceremonial arrangements with the Crown's Treaty settlement process; and

11.10.2 considering how settlement documentation could assist a transfer between Whanganui District Council and Whanganui Land Settlement Negotiation Trust.

11.11 The Crown will not offer any support that either directly or indirectly involves a financial cost to the Crown.

Future Tongariro National Park Collective Negotiations

Whanganui Land Settlement Statement regarding their aspirations for Tongariro National Park

11.12 Whanganui Land Settlement Iwi and Hapū have an unbroken connection with Te Kahui Maunga (the mountains of the central plateau) and Te Awa Tupua (the Whanganui River) in whakapapa and by long-standing maintenance of kawa, tikanga, tiakitanga and interrelationships with the other iwi and hapū of Te Kahui Maunga and Te Awa Tupua.

11.13 Te Kahui Maunga and Te Awa Tupua are located within the Tongariro National Park.

11.14 Whanganui Land Settlement seeks to negotiate redress with respect to Tongariro National Park.

Tongariro National Park Collective Iwi Negotiations

11.15 As recorded in the Whanganui Land Settlement Terms of Negotiation, the Crown has made an offer to all iwi and hapū with interests in Tongariro National Park to enter into collective negotiations focussed on the current and future arrangements over Tongariro National Park.

11.16 Discussions between iwi, including Whanganui Land Settlement, are currently taking place regarding representation for the Tongariro National Park collective negotiations in relation to the current and future arrangements with the Tongariro National Park.

11.17 The nature and extent of Whanganui Land Settlement involvement in the collective negotiations may be referenced in the deed of settlement should a decision on representation be made prior to signing the deed.

Development of governance entity and ratification process

11.18 Whanganui Land Settlement will, as soon as reasonably practicable after the date of this agreement, and before the signing of a deed of settlement –

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

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

12 CONDITIONS

Entry into deed of settlement conditional

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

12.1.1 Cabinet agreeing to the settlement and the redress; and

12.1.2 the Crown being satisfied Whanganui Land Settlement has –

(a) established a governance entity that –

(i) is appropriate to receive the redress; and

(ii) provides, for Whanganui Land Settlement, –

(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 behalf of Whanganui Land Settlement.

Settlement legislation

12.2 The deed of settlement is to provide that following the signing of the deed of settlement the Crown will propose a draft settlement bill for introduction to the House of Representatives.

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

12.4 The draft settlement bill must:

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

12.4.2 be in a form that is satisfactory to Whanganui Land Settlement and the Crown.

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

Settlement conditional on settlement legislation

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

13 GENERAL

Nature of this agreement in principle

13.1 This agreement in principle –

13.1.1 is entered into on a without prejudice basis; and

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

13.1.3 is non-binding; and

13.1.4 does not create legal relations.

Termination of this agreement in principle

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

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

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

Definitions

13.5 In this agreement in principle –

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

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

Interpretation

13.6 In this agreement in principle –

13.6.1 headings are not to affect its interpretation; and

13.6.2 the singular includes the plural and vice versa.

13.7 Provisions in –

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

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

SIGNED on 30th day of AUGUST 2019

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

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

Hon Andrew Little

in the presence of -

WITNESS

Name: Adrian Rurawhe MP

Occupation: M.P

Address: Whanganui

SIGNED for and on behalf of Whanganui Land Settlement Negotiation Trust:

Ken Mair, Chairperson

WITNESS

Name: Lil Anderson

Occupation: CE, Te Arawhiti

Address: Wellington

Whanganui Land Settlement Negotiation Trust Trustees:

Rick Kingi

Hone Tamehana

Ken Clarke

Novena McGuckin

Turama Hawira

Jenny Tamakehu

George Matthews

Des Canterbury

Erana Mohi

Tina Rupuha-Green

Te Ngaruru Hautoa Simon

Simee Simon

Kaumatua/Kuia:

J. H. Takarangi - Tiwai

Raana V. Marekura.

Joanne Nikorima-Maxwell.

Merekanga Hanagh

Ilene Samuel Makefield

J. Green.

Colleen Hansen

Angelina Sarani

Turuhira Mohi

Charmaine Puru

Te Ukumanao Gardiner

Jacqui Turou-Brown

Doreen Ngatoka Hogg

Carol Tyson Ramekaa

Titaha Josephine Te Ariki Tamehana Wyner

Mihira J. Kaitai

Amiria Tapa-Beansley

Jula Marea (Tehi) Tukai

Kura Simon

PP- Morvin Te Amatipa Simon

Kataraina Bailey Millen

P. Gail Imhoff

Kanga Mingo

WHANGANUI LAND SETTLEMENT HAPŪ AND IWI MEMBERS

Dougie Broughton

[illegible]

[illegible]

ĀWHINA TWOMEY

PAERANGI-REHUA HAITANA

Bille [illegible]

Tumaia Hamahona

Kahurangi Simon

Steph Paranihi-Simon

@tekayharrison_

Ella Waitokia

[illegible]

[illegible]

Pipiana Rowe.

[illegible]

JB

Riki Waitokia.

NUKU WAITOKIA

TANIELA WAITOKIA

TE Ropiha Waitokia

Marilyn Kairimu-Davis

GARRY DAVIS.

Mihi Huwyler

Caitlyn Huwyler

Briani-Lee Te Ngaru

Riwaka Maniapoto

Kaihau Hunapo

Ruia-Te-Koa

[illegible]

Nicole Beekham.

[illegible] 36

H. mason

Uenuku Patea

[illegible]

Shakura B-F

[illegible]

Rima Rinini

VC [illegible]

WHANGANUI LAND SETTLEMENT HAPŪ AND IWI MEMBERS

Chrystal Ruru - Canterbury - Heka

Hakop Tenaruru - Canterbury

Elizabeth Areaiiti

Jurnee Scanlon - Martin

Cypress - Naka

Beneti - Kingitapa

Victoria Kumeroa (Ngāti Tuera, Ngāti Hinearo) Ngāti Tumango

Tessa Harrison (Ngāti Tuera, Ngāti Hinearo, Ngāti Tumango

DOWD · TENOKA

Ngā Paerangi

- Marie Haira

Paetahi Netet Peina

Veena

WHANGANUI LAND SETTLEMENT HAPŪ AND IWI MEMBERS

Tauhiao Mahatu - Tauhiao

Jason Harrison - Ngāti Tūera, Ngāti Hinearo, Ngāti Tūmango

Johnny Te Awhe

Nga Paerangi

Ngati tumango

Tupoho.

Mita Dawa Nga Paerangi.

Gale M'Rifihia Ngati Ruwai Ngatihine Ngati Naikarapu. Ki Otuko Pa.

Te Kiira M.T

Potaka BT

Mona Harley - Elijah Hepi-Hika

Kataraina Shepherd

Ruwati

KOTIKU

OTHER ATTENDEES

Rick Barker FNRDB Sangarene

Rachel Wikaira MTO

Tony Pe

Te Oranga Wananere Ngā Paerangi

Cecilia Kumeroa Parikino Ngati Hinoaro/Tuera

Wallace Parikino / Kaiwhaiki / Patiānero

Annie Brighton

SCHEDULES

1 DEFINITIONS

Historical claims

1.1 The deed of settlement will provide that historical claims –

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

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

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

(ii) under legislation; or

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

(iv) from fiduciary duty; or

(v) otherwise; and

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

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

(ii) by or under legislation; and

1.1.2 includes every claim to the Waitangi Tribunal to which paragraph 1.1 applies that relates exclusively to the settling group or a representative entity, including the following claims:

(a) Wai 180 – Koroniti School Site claim;

(b) Wai 214 – Parikino Block claim;

(c) Wai 584 – Paetawa Block claim;

(d) Wai 671 – Whanganui Groundwater claim;

(e) Wai 978 – Te Tupoho Whanganui Land Purchase 1848 claim;

(f) Wai 979 – Ngāti Hau Lands Transfer claim;

(g) Wai 999 – Te Poho Matapihi Trust Reserved Lands claim;

(h) Wai 1028 – Ngāti Hineoneone Te Tuhi Block claim;

(i) Wai 1051 – Ngā Paerangi Descendants Native Land Court claim;

(j) Wai 1070 – Te Tuhi Block claim;

(k) Wai 1107 – Te Korowai o Te Awaiti claim;

(l) Wai 1143 – Ngāti Hinearo and Ngāti Tuera Alienation claim;

(m) Wai 1254 – Ngā Poutamanui-a-Awa Lands & Resources claim;

(n) Wai 1604 – Ohotu 6F1 Block (Ngāti Ruawai) claim;

(o) Wai 1636 – Waipakura Block (Tamehana) claim;

(p) Wai 2218 – Ngā Wairiki Lands Policies (Waitai) claim; and

1.1.2. includes every other claim to the Waitangi Tribunal to which paragraph 1.1 applies, so far as it relates to the settling group or a representative entity, including the following claims:

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

(b) Wai 167 – Whanganui River claim;

(c) Wai 428 – Pipiriki Township claim;

(d) Wai 505 – Wanganui and Waitotara Blocks claim;

(e) Wai 634 – Māori Land and the Laws of Succession claim;

(f) Wai 759 – Whanganui Vested Lands claim;

(g) Wai 1105 – Upper Waitotara River Land Blocks claim;

(h) Wai 1483 – Ngāti Taane claim;

(i) Wai 1607 – Ngāti Kurawhatia Lands claim;

(j) Wai 1637 – Te Atihau Nui a Paparangi (Taiaroa and Mair) claim;

(k) Wai 2157 – Te Wai Nui a Rua (Ranginui and Ranginui-Tamakehu) claim;

(l) Wai 2158 – Descendants of Tamakehu (M Tamakehu and J Tamakehu) claim; and

(m) Wai 2278 – Whanganui Mana Wahine (Waitokia) claim.

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

1.2.1 a claim that a member of the Whanganui Land Settlement , or a whānau, hapū, or group referred to in paragraph 1.4.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in paragraph 1.4.1;

1.2.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 1.2.1;

1.2.3 For the avoidance of doubt, Whanganui Land Settlement historical claims will not include any claim a member of Ngāti Kurawhatia, Ngāti Hau, Tamareheroto, Ngāti Kauika, or Ngāti Patutokotoko may have to the extent that a claim is, or is founded on, a right arising from being descended from an ancestor other than those listed in paragraph 1.5.2.(a)(i)-(vii). This exclusion clause may be amended prior to the initialling of the deed of settlement;

1.3 To avoid doubt, the settlement of the historical claims of Whanganui Land Settlement will not affect the right of iwi, hapū or whānau to apply for the recognition of protected customary rights or customary marine title under the Marine and Coastal Area (Takutai Moana) Act 2011.

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

Whanganui Land Settlement

The deed of settlement will provide **Whanganui Land Settlement**, or the **settling group** means -

1.4.1 the collective group composed of individuals who descend from a Whanganui Land Settlement ancestor; and

1.4.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in paragraph 1.4.1, including the following descent groups:

(a) Ngāti Kurawhatia (shared);

(b) Ngāti Hau (shared);

(c) Ngāti Haunui ā Paparangi;

(d) Ngāti Ruakā;

(e) Ngāti Hine Korako;

(f) Ngā Poutama;

(g) Ngāti Taanewai;

(h) Ngāti Pāmoana;

(i) Ngāti Hineoneone;

(j) Ngāti Hinearo;

(k) Ngāti Tuera;

(l) Ngāti Tumango;

(m) Te Awa Iti (including Ngāti Hine, Ngāti Ruawai and Ngāti Waikarapu);

(n) Ngā Paerangi;

(o) Ngāti Hine o Te Rā;

(p) Ngāti Tupoho;

(q) Ngāti Patutokotoko (shared);

(r) Tamareheroto (shared);

(s) Ngāti Kauika (shared); and

1.4.3 every individual referred to in paragraph 1.4.1.

1.5 The deed of settlement will provide, for the purposes of paragraph 1.4.1 -

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

(a) birth; or

(b) legal adoption; or

(c) Māori customary adoption in accordance with settling group's tikanga (customary values and practices); and

1.5.2 **Whanganui Land Settlement ancestor** means an individual who:

(a) exercised customary rights by virtue of being descended from:

(i) Ruatipua; or

(ii) Paerangi; or

(iii) Haunui a Paparangi; or

(iv) Hinengakau; or

(v) Tama upoko; or

(vi) Tupoho; and

(vii) a recognised ancestor of any of the descent groups of Whanganui Land Settlement / the groups listed in paragraph 1.4.2.

(b) exercised the customary rights referred to in (a) predominantly in relation to the Area of Interest after 6 February 1840.

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

(a) rights to occupy land; and

(b) rights in relation to the use of land or other natural or physical resources.

Other definitions

1.6 In this agreement in principle –

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

(a) in relation to a referral under paragraph 3.12.2 the date of that referral; and,

(b) in relation to an appointment under paragraph 3.16.3 or 3.16.4, a date specified by the valuation arbitrator; and

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

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

business day means a day that is not –

(a) a Saturday or Sunday; or

(b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour day; or

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

(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; and

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

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

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

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

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

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

Crown leaseback, in relation to a leaseback commercial redress property or a leaseback deferred selection property, means the lease the deed of settlement will provide to be entered into by the governance entity and the Crown as described in clauses 8.5.2 and 8.12; 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 7; 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 4.1.2; and

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

disclosure information means –

(a) in relation to a redress property, the information provided by the Crown to the governance entity under clause 11.1; and

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

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

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

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

governance entity means the governance entity to be formed by the settling group under clause 11.18.1; 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 7, 9, and 10, as the case may be; and

leaseback commercial redress property means:

(a) a potential commercial redress property that Table 7 identifies as a leaseback property; or

(b) a commercial redress property identified in the deed of settlement as a leaseback property; and

leaseback deferred selection property means a potential deferred selection property that Table 9 identifies as a leaseback property; and

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

licensed land means a potential commercial redress property that Table 7 identifies as licensed land, being Crown forest land that is subject to a Crown forestry licence but excluding –

(c) all trees growing, standing, or lying on the land; and

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

mandated negotiators means –

(a) the following individuals:

(i) Ken Mair, Whanganui, Whanganui Land Settlement Negotiation Trust; and

(ii) Rick Kingi, Whanganui Land Settlement Negotiation Trust; and

(b) if one or more individuals named in paragraph (a) dies, or becomes incapacitated, the remaining individuals; and

mandated body means Whanganui Land Settlement Negotiation Trust; and

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

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

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

potential commercial redress property means each property described as a potential commercial redress property in the Table 7; and

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

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

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

protocol means a protocol referred to in clause 7.11 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 clauses 6.1.2 and 6.11; and

(b) the financial and commercial redress; and

(c) the cultural redress; and

redress property means -

(a) each cultural redress property; and

(b) each commercial redress property; and

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

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

resumptive memorial means a memorial entered on a record of title under any of the following sections:

(a) 27A of the State-Owned Enterprises Act 1986; or

(b) 211 of the Education Act 1989; or

(c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

RFR means the right of first refusal referred to in clause 8.16; and

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

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

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

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

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

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

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

settlement property means –

(a) each cultural redress property; and

(b) each commercial redress property; and

(c) each deferred selection property; and

(d) any RFR land; and

statement of association means each statement of association referred to in clause 7.41.1; and

statutory acknowledgement means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 7.41 on the terms to be provided by the settlement legislation; and

statutory area means an area referred to in Table 4 as a statutory area; and

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

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

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

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

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

valuation property means each potential commercial redress property that is to be valued in accordance with schedule 3.

2. TERMS OF SETTLEMENT

Rights unaffected

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

Acknowledgments

2.2. Each party to the deed of settlement is to acknowledge in the deed of settlement that –

2.2.2. the other party has acted honourably and reasonably in relation to the settlement; but

2.2.3. full compensation of the settling group is not possible; and

2.2.4. the settling group intends their foregoing of full compensation to contribute to New Zealand's development; and

2.2.5. the settlement is intended to enhance the ongoing relationship between the settling group and the Crown (in terms of the Treaty of Waitangi/Te Tiriti o Waitangi, its principles, and otherwise).

2.3. The settling group is to acknowledge in the deed of settlement that –

2.3.1 taking all matters into consideration (some of which are specified in paragraph 3.2), the settlement is fair in the circumstances; and

2.3.2. the redress –

(a) is intended to benefit the settling group collectively; but

(b) may benefit particular members, or particular groups of members, of the settling group if the governance entity so determines in accordance with the governance entity's procedures.

Implementation

2.4. The deed of settlement is to provide the settlement legislation will, on terms agreed by the parties (based on the terms in recent settlement legislation), –

2.4.1 settle the historical claims; and

2.4.2. exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and

2.4.3. provide that certain enactments do not apply

(a) to a redress property, a purchased deferred selection property, or any RFR land; or

(b) for the benefit of the settling group or a representative entity; and

2.4.4. require any resumptive memorials to be removed from records of title for, a redress property, a purchased deferred selection property and any RFR land; and

2.4.5. provide that the rule against perpetuities and the Perpetuities Act 1964 does not apply –

(a) where relevant, to any entity that is a common law trust; and

(b) to any settlement documentation; and

2.4.6. require the chief executive of the Office for Māori Crown Relations – Te Arawhiti to make copies of the deed of settlement publicly available.

2.5. The deed of settlement is to provide –

2.5.1. the governance entity must use its best endeavours to ensure every historical claim is discontinued by the settlement date or as soon as practicable afterwards; and

2.5.2. the Crown may: –

(a) cease any land bank arrangement in relation to the settling group, the governance entity, or any representative entity, except to the extent necessary to comply with its obligations under the deed;

(b) after the settlement date, advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement.

3. VALUATION PROCESS FOR POTENTIAL COMMERCIAL REDRESS PROPERTIES

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

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

APPLICATION OF THIS SUBPART

3.1. This subpart provides how the following are to be determined in relation to a valuation property:

3.1.1. its transfer value; and

3.1.2. if it is a leaseback property that is not a school site, its initial annual rent.

3.2. The transfer value, and if applicable the initial annual rent, are to be determined as at a date agreed upon in writing by the parties (**the notification date**).

APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR

3.3. The parties, in relation to a property, not later than [10] business days after the notification date:

3.3.1. must each:

(a) instruct a valuer using the form of instructions in appendix 1; and

(b) give written notice to the other of the valuer instructed; and

3.3.2. may agree and jointly appoint the person to act as the valuation arbitrator in respect of the property.

3.4. If the parties do not agree and do not jointly appoint a person to act as a valuation arbitrator within 15 business days after the notification date, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable.

3.5. The parties must ensure the terms of appointment of their respective registered valuers require the valuers to participate in the valuation process.

QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR

3.6. Each valuer must be a registered valuer.

3.7. The valuation arbitrator –

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

(a) the market value of similar properties; and

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

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

VALUATION REPORTS FOR A PROPERTY

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

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

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

3.9. Valuation reports must comply with the International Valuation Standards [2017], or explain where they are at variance with those standards.

EFFECT OF DELIVERY OF ONE VALUATION REPORT FOR A PROPERTY

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

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

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

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

3.12.1. the parties must endeavour to agree in writing:

(a) the transfer value of a property that is not a school site; or

(b) if the property is a school site, the transfer value (being the agreed market value based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%); and

(c) if the property is a leaseback property that is not a school site, its initial annual rent;

3.12.2. either party may, if the transfer value of the property, or if applicable, its initial annual rent, is not agreed in writing within [70] business days after the notification date and if a valuation arbitrator has been appointed under paragraph 3.7.2 or paragraph 8, refer that matter to the determination of the valuation arbitrator; or

3.12.3. if that agreement has not been reached within the [70] business day period but the valuation arbitrator has not been appointed under paragraph 3.3.2 or paragraph 8, the parties must attempt to agree and appoint a person to act as the valuation arbitrator within a further [5] business days; and

3.12.4. if paragraph 3.16.3 applies, but the parties do not jointly appoint a person to act as a valuation arbitrator within the further [5] business days, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable; and

3.12.5. the valuation arbitrator, must promptly on his or her appointment, specify to the parties the arbitration commencement date.

VALUATION ARBITRATION

3.13. The valuation arbitrator must, not later than [10] business days after the arbitration commencement date, –

3.13.1. give notice to the parties of the arbitration meeting, which must be held –

(a) at a date, time, and venue determined by the valuation arbitrator after consulting with the parties; but

(b) not later than [30] business days after the arbitration commencement date; and

3.13.2. establish the procedure for the arbitration meeting, including providing each party with the right to examine and re-examine, or cross-examine, as applicable, –

(a) each valuer; and

(b) any other person giving evidence.

3.14. Each party must –

3.14.1. not later than 5pm on the day that is [5] business days before the arbitration meeting, give to the valuation arbitrator, the other party, and the other party's valuer –

(a) its valuation report; and

(b) its submission; and

(c) any sales, rental, or expert evidence that it will present at the meeting; and

3.14.2. attend the arbitration meeting with its valuer.

3.15. The valuation arbitrator must –

3.15.1. have regard to the requirements of natural justice at the arbitration meeting; and

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

(a) of the market value of the property (which in respect of a school site is to be the market value based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%); and

(b) if applicable, of its market rental; and

(c) being no higher than the higher, and no lower than the lower, assessment of market value and/or market rental, as the case may be, contained in the parties' valuation reports.

3.16. An arbitration under this subpart is an arbitration for the purposes of the Arbitration Act 1996.

TRANSFER VALUE AND INITIAL ANNUAL RENT FOR ALL PROPERTIES

3.17. The transfer value of the property, and if applicable its initial annual rent, is:

3.17.1. determined under paragraph 3.14 or 3.15, (as the case may be); or

3.17.2. agreed under paragraph 3.12.1; or

3.17.3. the market value and, if applicable, market rental determined by the valuation arbitrator under paragraph 3.15.2, if the determination is in respect of a property that is not a school site; or

3.17.4. if the property is a school site, the market value determined by the valuation arbitrator under paragraph 3.15.2, (based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%).

B GENERAL PROVISIONS

TIME LIMITS

3.18. In relation to the time limits each party must use reasonable endeavours to ensure -

3.18.1. those time limits are met, and delays are minimised; and

3.18.2. in particular, if a valuer or a valuation arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

DETERMINATION FINAL AND BINDING

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

COSTS

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

3.20.1. its costs; and

3.20.2. half the costs of a valuation arbitration; or

3.20.3. such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

APPENDIX 1

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

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

PROPERTY TO BE VALUED

Whanganui Land Settlement 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 Whanganui Land Settlement 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 3; and

(b) the attached agreed lease of the property].

All references in this letter to subparts or paragraphs are to subparts or paragraphs of schedule 3.

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 3 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/Whanganui Land Settlement 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 Whanganui Land Settlement may elect to purchase the property as a commercial redress property under part 6, plus GST (if any).

[MARKET VALUE OF A SCHOOL SITE

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

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

A two-step process is required:

1) firstly, the assessment of the unencumbered market value (based on highest and best use) by;

    a) disregarding the designation and the Crown leaseback; and

    b) considering the zoning in force at the valuation date and

    c) excluding any improvements on the land; and;

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

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

For the purposes of these instructions:

- "Specialised" means specialised for a school site or otherwise specialised to a public or community use or public work (including education purposes).

- "Alternative Zoning" means the most appropriate probable zoning which provides for the highest and best use of the school site as if the school (or any other public or community use or public work, including education purposes) was hypothetically not present. The Alternative Zoning will be determined with reference to (in no particular order):

  (a) the underlying zoning for the school site (if any);

  (b) the zoning for the school site immediately prior to its Specialised zoning;

  (c) the zoning of land adjacent to or in the immediate vicinity of the school site (or both) if there is a uniform neighbouring zone;

  (d) if the school site is within the area governed by Auckland Council, the underlying zoning applied to the school site in the Draft Auckland Unitary Plan publicly notified 15 March 2013, namely *[insert the zoning from the Draft Auckland Unitary Plan publicly notified 15 March 2013]*; and

  (e) any other relevant consideration in the reasonable opinion of a registered valuer that would support the most probable zoning which provides for the highest and best use of the school site.

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

[ASSESSMENT OF MARKET RENTAL REQUIRED

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

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

VALUATION OF PROPERTY

You must, in relation to a property:

(a) before inspecting the property, determine with the other valuer:

(i) the valuation method or methods applicable to the property; and

(ii) the comparable sales,[and comparable market rentals if the property is not a school site,] to be used in determining the market value of the property [and its market rental if the property is not a school site]; and

(b) inspect the property, where practical, together with the valuer appointed by the other party; and

(c) attempt to resolve any matters or issues arising from your inspections and input assumptions; and

(d) by not later than [30] business days after the valuation date prepare, and deliver to us, a draft valuation report; and

(e) by not later than [45] business days after the valuation date:

(i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and

(ii) deliver a copy of your final valuation report to us; and

(f) by not later than [55] business days after the valuation date, prepare and deliver to us a written analysis of both valuation reports to assist in the determination of the market value of the property [and its market rental if the property is not a school site]; and

(g) by not later than [65] business days after the valuation date, meet with the other valuer and discuss your respective valuation reports and written analysis reports with a view to reaching consensus on the market value [and its market rental if the property is not a school site]; and

(h) if a consensus on market value [and its market rental if the property is not a school site] is reached, record it in writing signed by you and the other valuer and deliver it to both parties; and

(i) participate in any meetings, including any peer review process, as required by us and the other party to agree the market value of the property [and its market rental if the property is not a school site]; and

(j) if a review valuer has been appointed by parties, you must within 5 business days of receipt of the review valuer's report, review your market valuation report, taking into account the findings of the review valuer, and provide us with a written report of your assessment of the market value of the property; and

(k) participate in any arbitration process required under subpart A to determine the market value of the property [and its market rental if the property is not a school site].

REQUIREMENTS OF YOUR VALUATION

Our requirements for your valuation are as follows.

You are to assume that –

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

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

Your valuation is –

(a) to assess market value on the basis of market value as defined in the current edition of the Australia and New Zealand Valuation and Property Standards [2014] and International Valuation Standards [2017]; and

(b) to take into account –

(i) any encumbrances, interests, or other matters affecting or benefiting the property that were noted on its title on the valuation date; and

(ii) the terms of the agreed lease]; and

(iii) the attached disclosure information about the property that has been given by the land holding agency to the settling group, including the disclosed encumbrances; and

(iv) the attached terms of transfer (that will apply to a purchase of the property by the governance entity); but

(c) not to take into account a claim in relation to the property by or on behalf of Whanganui Land Settlement, [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 [2014] and International Valuation Standards [2017], including -

(a) an executive summary, containing a summary of –

(i) the valuation; and

(ii) [the market rental; and]

(iii) the key valuation parameters; and

(iv) the key variables affecting value; and

(b) a detailed description, and a clear statement, of the land value; and

(c) a clear statement as to any impact of –

(i) the disclosed encumbrances [;and

(ii) the agreed lease]; and

(d) details of your assessment of the highest and best use of the property; and

(e) comment on the rationale of likely purchasers [, and tenants,] of the property; and

(f) a clear identification of the key variables which have a material impact on the valuation; and

(g) full details of the valuation method or methods; and

(h) appendices setting out –

(i) a statement of the valuation methodology and policies; and

(ii) relevant market and sales information.

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

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

ACCEPTANCE OF THESE INSTRUCTIONS

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

(a) [30] business days after the valuation date, to prepare and deliver to us a draft valuation report; and

(b) [45] business days after the valuation date, to:

(i) review your draft valuation report after taking into account any comments made by us or a peer review of the report obtained by us; and

(ii) deliver a copy of your final valuation report to us; and

(c) [55] business days after the valuation date, to prepare and deliver to us a written analysis of both valuation reports; and

(d) [65] business days after the valuation date, to meet with the other valuer to discuss your respective valuation reports and written analysis reports.

ACCESS

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

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

OPEN AND TRANSPARENT VALUATION

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

In particular, you must:

(a) copy any questions you have or receive with regard to the valuation, together with the responses, to the settling group, the land holding agency, and the other valuer: and

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

Yours faithfully

[Name of signatory]

[Position]

[Settling group/Land holding agency]

4. VALUATION PROCESS FOR CROWN FOREST LAND

Valuation Process

Agreement between

The Crown acting through Land Information New Zealand

"The Crown"

AND

"The Claimant"

Definitions and Interpretation

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

Arbitration means Arbitration under the Arbitration Act 1996;

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

Arbitrator means a person appointed under paragraph 6;

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

a. Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;

b. a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and

c. the days observed as the anniversaries of the provinces of Wellington and Auckland.

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

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

Principals mean the Crown and the Claimant;

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

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

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

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

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

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

Preliminary steps

2 The Crown will, within 20 Business Days of the Claimant notifying the Crown that they are able to proceed with this process, give all material information that relates to the Crown Forest Land of which Land Information New Zealand is aware. This includes all information able to be obtained by the Crown under the provisions of the licence, having inspected its records but not having undertaken a physical inspection of the Crown Forest Land or made enquiries beyond Land Information New Zealand records.

3 Within 7 Business Days of the Claimant notifying the Crown that they are able to proceed with this process, the Principals shall each:

a. appoint a Registered Valuer in accordance with this valuation process; and

b. give notice to the other of the identity of the Registered Valuer.

4 The Principals shall ensure that the terms of appointment of their respective Valuers require them to participate in the process in accordance with the terms set out in this valuation process.

5 The Principals shall send the appended instructions to their respective Valuers within 5 Business days of the notice given to the other of the identity of each Valuer.

6 The Principals shall jointly appoint an Arbitrator who is qualified and experienced in valuing assets similar to Crown Forest Land and is a member of the Arbitrators' and Mediators' Institute of New Zealand Incorporated. The appointment is made once the appointee has confirmed in writing that they will provide the required service in accordance with this valuation process. This appointment is to be made no later than 20 Business Days from when this valuation process is agreed.

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

Parameters for the Valuation Assessments

8 Both Valuers must undertake a joint inspection of the Crown Forest Land in sufficient time to enable compliance with paragraph 9.

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

Initial Meeting

10 The appointed Valuers shall each prepare a Valuation Report which includes their respective assessments of Market Value. The Valuers shall meet with each other to discuss their respective assessments and any major points of difference, and shall raise any questions regarding those points of differences within 50 Business Days from the Valuation Commencement Date. Following this meeting the Valuers are to review their reports and amend if required.

11 In the event that the final assessment of market value is disclosed in the meeting outlined in paragraph 10, the Valuers are to hold this information in confidence.

Exchange of Valuation Reports

12 The Principals shall deliver copies of their Valuation Reports to each other no later than the Valuation Exchange Date.

13 If either of the Principals fail to deliver their Valuation Report to each other by the Valuation Exchange Date, then the assessment of the Market Value contained in the Valuation Report provided by that other Principal (by the Valuation Exchange Date) will be the Market Value.

Presentation of Valuation Reports

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

Parameters to agree Market Value

Difference in assessment of Market Value is 20% or greater

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

16 Within 15 Business days of the Valuation Exchange Date, the Principals are to agree and appoint a joint peer reviewer. If the Principals are unable to agree on a joint peer reviewer, each Principal shall appoint a peer reviewer. The peer reviewer must be a Registered Valuer.

17 The peer reviewer/s shall provide a detailed report on both valuation reports within 20 Business Days of being appointed, and supply to both the Principals and the Valuers.

18 The Valuers shall, within 7 business days of receiving the last peer review report, review their respective assessments and notify their respective Principals of any change. The next business day after the expiration of the 7 Business Days, the Principals shall provide to each other their revised assessment of Market Value.

19 If the Valuers are able to provide a revised assessment of Market Value to the Principals which brings the difference in valuations to less than 20%, the negotiations will be referred to paragraph 20. However, if at the end of 10 Business Days the difference is still greater than 20% and the Principals are unable to agree to a Market Value, the Valuation Reports will be referred to Arbitration as set out in paragraphs 22-27 for determination of Market Value.

Difference in assessment of Market Value is less than 20%

20 If the difference in the assessment of Market Value in the Valuation Reports is less than 20%, the Principals will meet within 20 Business Days from the Valuation Exchange Date and endeavour to agree a Market Value. This may result in a number of negotiation meetings held within the 20 Business Days following the Valuation Exchange Date.

21 If at the end of the time period referred to in paragraph 20, the Principals are unable to agree a Market Value, the Valuation Reports will be referred to Arbitration as set out in paragraphs 22-27 for determination of Market Value.

Arbitration Process and Determination of Disputed Values

22 The Arbitrator shall promptly give notice of a hearing to be attended by the Principals and their respective Valuers, at a venue and time to be decided by the Arbitrator after consultation with the Principals, and having regard to their obligation under paragraph 23 but no later than 10 Business Days from the Arbitration Commencement Date.

23 The Principals shall by no later than 5.00 pm, on the 5th Business Day prior to the date of the hearing give to the Arbitrator (and each other), their respective Valuation Reports and any submission or expert evidence based on that information which the Principals intend to present at the meeting.

24 At the hearing, the Arbitrator shall establish a procedure giving each Principal the right to examine, cross examine and re-examine the Valuers and other experts appointed by the Principals in relation to the information provided to the Arbitrator, and will otherwise have regard to the requirements of natural justice in the conduct of the hearing.

25 The Arbitrator shall hold the hearing and give his or her determination of the Market Value within 30 Business Days of hearing date. That determination shall not be outside the range between the assessment of Market Value contained in the Crown's Valuation Report and in the Claimant's Valuation Report.

26 The Market Value for the Crown Forest Land shall be the Arbitrator's determination of the Market Value.

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

General provisions

28 The Principals shall each bear their own costs in connection with the processes set out in this valuation process. The costs of the Arbitrator and the costs of the hire of a venue for the hearing referred to in paragraphs 22-25 shall be shared equally between the Principals. However, in appropriate cases, the Arbitrator may award costs against the Crown or the Claimant where the Arbitrator considers that it would be just to do so on account of unreasonable conduct.

29 The Principals each acknowledge that they are required to use reasonable endeavours to ensure the processes set out in this valuation process operate in the manner, and within the timeframes, specified in this valuation process.

30 If the processes set out in this valuation process are delayed through any event (such as the death, incapacity, unwillingness or inability to act of any Registered Valuer or the Arbitrator) the Principals shall use reasonable endeavours and co-operate with each other to minimise the delay.

31 The Market Value of the property must be updated, using an agreed valuation process, in the event that a Deed of Settlement is initialled or signed more than 12 months after the Valuation Date, or more than 18 months after the Valuation Date where valuations are set before the Agreement in Principle. An updated Market Value of the property is not required if agreement on the Market Value is reached between the Principals.

INSTRUCTIONS TO VALUERS FOR LICENSED

CROWN FOREST LAND

INTRODUCTION

The Agreement in Principle for the Settlement of [ ] (the **"AIP"**) provides the opportunity for the claimants to acquire the licensor's interest in the Crown Forest Land that is subject to the [ ] Crown forestry licence (the **"Crown Forest Land"**).

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

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

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

REQUIREMENTS

1. Any transfer of the Crown Forest Land to the claimants would be deemed to be the result of a recommendation from the Waitangi Tribunal under section 8HB of the Treaty of Waitangi Act 1975. This would trigger the relevant sections of Part II of the Crown forestry licences.

2. The Crown forest land is to be valued as though:

    a. a computer freehold register (CFR) can be been issued (a possible delay of up to 5 years) for the land to be valued and is subject to and together with the encumbrances identified in the disclosure data together with any subject and appurtenant easements arising from consultation under Section 17.4.1 of Part IIC of the Crown forestry licence;

    b. the land will transfer subject to the Crown forestry licence;

    c. the termination period of the licence will begin on 30 September following the giving of the termination notice (assumed to be 30 September 20XX);

    d. [where a whole Crown forestry licence is offered to Iwi, the provisions of Section 14.2 and Part IIB (Section 16) of the licence will apply to the land;] *or* [where part of a Crown forestry licence is offered to Iwi, the provisions of Section 14.3 and Part IIC (Section 17) of the licence will apply to the land;]

    e. [where part of a Crown forestry licence is offered to Iwi, the Crown will be responsible for carrying out and completing the survey necessary to define the boundaries

between the part selected and the balance of the licensed land together with any reciprocal easements arising from consultation under Section 17.4.1 of Part IIC of the Crown forestry licence before a CFR can issue. This process may take up to 5 years to complete;] and

f. New Zealand Units (NZU) will not transfer with the land (due to NZUs being dealt with separately from settlement redress).

3. Each valuer is required:

   - to provide a valuation report as at [ ] (the "**Valuation Date**");

   - to provide the market value of the licensor's interest (as described in paragraph 4 below) clearly setting out how this was determined.

4. The value required is the market value being the estimated amount, exclusive of GST, at which the licensor's interest in the Crown Forest Land might be expected to exchange, on the Valuation Date, between a willing buyer and a willing seller, in an arm's length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion.

5. Both valuers are to jointly, at times to be agreed between them and the licence holders:

   - inspect the properties; and

   - inspect the sales information and its supporting evidence.

6. Before the valuation reports are prepared, in accordance with clause 9 of the Valuation Process document, the valuers are to reach agreement on:

   - a list of comparable sales to be used in determining the value of the Crown Forest Land;

   - the geographic extent and relevant matters concerning the licensor's interest in the Crown Forest Land;

   - the base information on current rentals paid along with other market rental evidence; and

   - the base information or inputs into a formula for assessing future rentals to take account of the return provisions in the Crown forestry licence.

7. Each valuation report provided by a valuer shall:

   - include an assessment of the market value as at the Valuation Date, identifying and explaining the key issues affecting value, if any;

   - For the avoidance of doubt set out any assumptions on which the valuation is based, including:

     - Impact of comparable sales analysis in relation to land subject to Crown forestry licences;

- The impact of the provisions of the Emissions Trading Scheme and Kyoto Protocol (and/or any other agreements and legislative provisions relating to climate change);
- Terms and conditions of the relevant Crown forestry licences (including any provisions and arrangements relating to licence fees and/or rentals) and effect of the Crown Forest Assets Act 1989;
- Detail the impact on value of encumbrances, legal or statutory restrictions on the use or disposal of the Land and/or conditions to be placed on the land under the standard terms of Treaty Deeds of Settlement;
- The impact of planning and other controls imposed by the Resource Management Act 1991 and any planning and regulatory controls imposed by local authorities;
- Discussion as to current market conditions and the economic climate;
- Legal and practical access issues, status and value of roading infrastructure;
- Identify and quantify sensitivity factors within the valuation methodology;
- Valuation methodology and discussion of assessed value in relation to the market evidence;
- Any other relevant factors taken into account.

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

- relevant market and sales information.

8. Each valuer must submit to his or her principal a draft valuation report prior to submission of the final reports, so that the principal can provide comment.

9. Each valuer will provide the final report to his or her principal once the draft has been reviewed and comments received.

10. **TIMING**

(a) Principals appoint respective valuers;

(b) Principals jointly appoint an Arbitrator;

(c) Valuers agree on specified issues (30 Business Days from the Valuation Commencement Date);

(d) Valuers to meet and discuss their respective reports (50 Business Days from the Valuation Commencement Date);

(e) Valuers submit draft reports to respective principals (55 Business Days from the Valuation Commencement Date);

(f) Principals provide comments to respective valuers (60 Business Days from the Valuation Commencement Date);

(g) Valuers finalise reports and deliver to their respective principals (70 Business Days from the Valuation Commencement Date); and

(h) The Principals exchange final valuation reports (71 Business Days from the Valuation Commencement Date).

11. **DEFINITION**

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

(a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;

(b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and

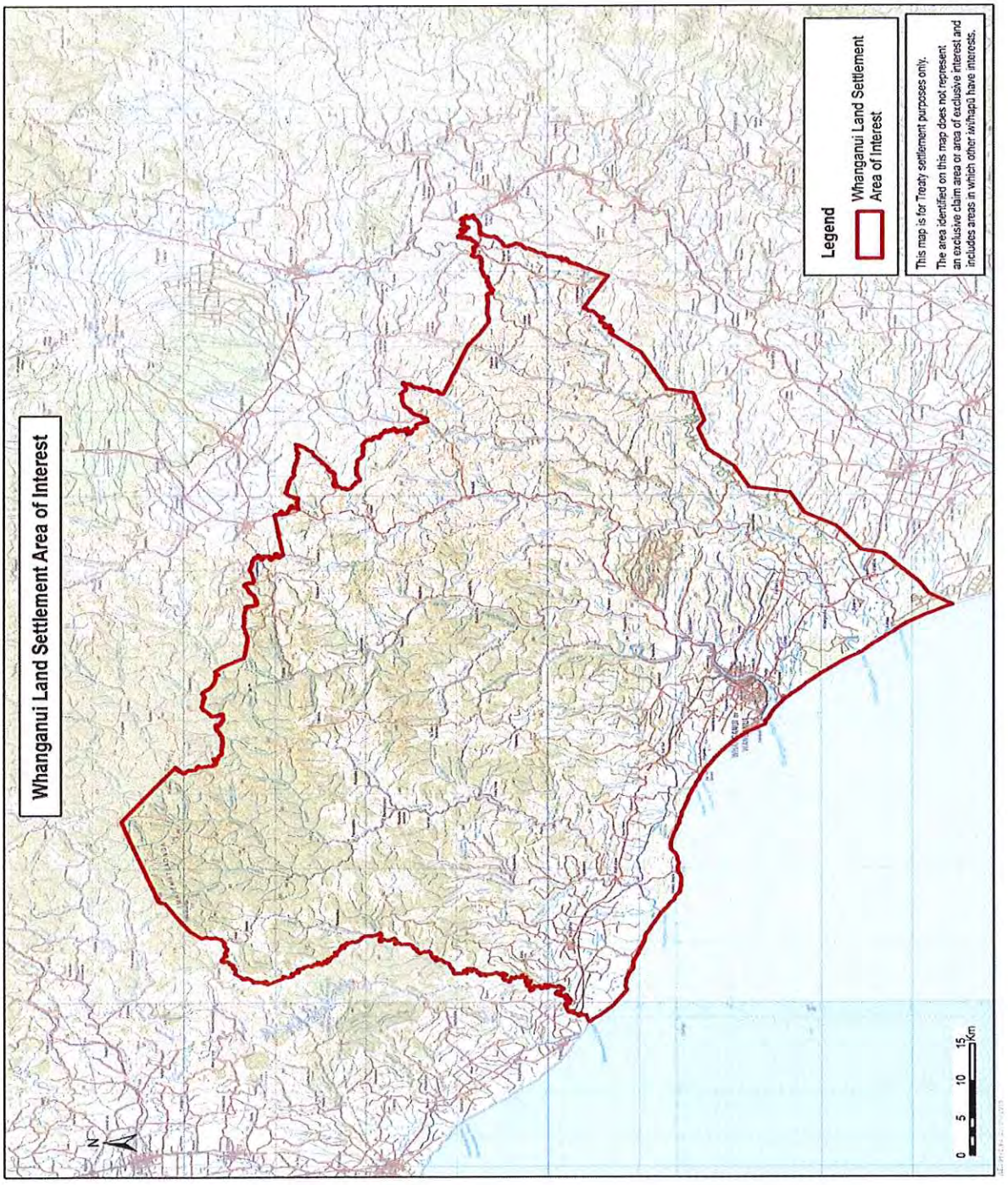
(c) the days observed as the anniversaries of the provinces of Wellington and Hawke's Bay.

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

ATTACHMENTS

ATTACHMENT 1: WHANGANUI LAND SETTLEMENT AREA OF INTEREST

1. From a Whanganui Land Settlement perspective, this Area of Interest map is more appropriately described as an area of relationships, consistent with Te Tomokanga ki te Matapihi. This is an area whereby Whanganui Land Settlement have relationships and responsibilities with the whenua and waterways. It also acknowledges that other non-Whanganui Land Settlement hapū and iwi have relationships with this area.



ATTACHMENT 2: CROWN AND WHANGANUI LAND SETTLEMENT PROCESS FOR RESOLVING OVERLAPPING INTERESTS

The following groups have been identified as having interests in the Whanganui Land Settlement area of interest:

- Ngāti Apa;
- Ngaa Rauru Kiitahi;
- Te Korowai o Wainuiārua;
- Ngāti Rangi;
- Ngāti Hāua;
- Ngāti Toa Rangatira;
- Ngāti Maru ki Taranaki; and potentially
- Ngāti Rangatahi (subject to confirmation of area of interest).

Separate to the Crown's process, Whanganui Land Settlement are undertaking their own ongoing conversations with overlapping groups.

Table 11 - Process for resolving overlapping interests within Whanganui Land Settlement Area of Interest

Action	Details	Agent	Progress
Post terms of negotiation being signed - early engagement and interest discussions	Crown letters to groups with shared interests, providing an update on negotiations status, process going forward.	Crown	22 November 2017 - Crown letters to neighbouring groups
Interest discussions	Whanganui Land Settlement Negotiation Trust (WLSNT) engages with overlapping groups and advises Te Arawhiti of progress in their discussions.	WLSNT	Standing item at regular monthly negotiations hui
	Iwi and Crown meet with groups (jointly or separately) to discuss boundaries and the nature of the interests within the boundaries.	WLSNT/Crown	In progress
	Crown and iwi discuss engagement with and interests of overlapping interest claimants at regular hui.	WLSNT/Crown	In progress – seeking resolution from groups prior to AIP signing, as possible.

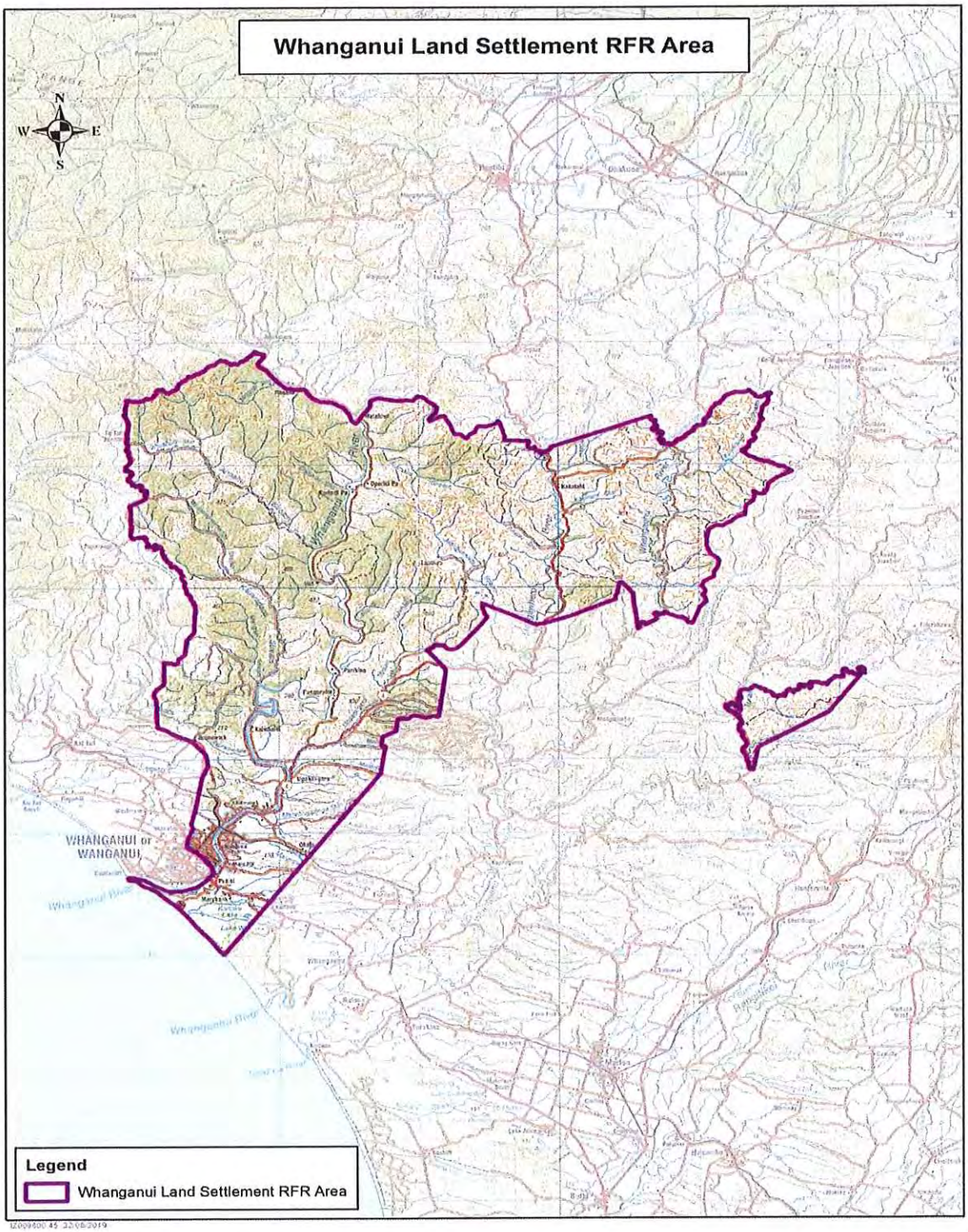
	Opportunity for groups to respond on their interests, indicating their support, or otherwise, and any issues. Identification of any key items of redress that are opposed and why.	Overlapping groups	
Te Korowai o Wainuiārua overlap – in progress	21/12/18 - Te Arawhiti customary interests report sent to WLSNT. 25/03/19 - WLSNT, Uenuku Charitable Trust (UCT) and Crown overlapping interests hui. 15/04/19 - WLSNT and UCT in discussions to determine a process, including seeking additional research and confirmation of hui dates across May to July. 04/06/19 – Crown receives joint letter from UCT and WLSNT outlining their joint research proposal to assess customary interests in fifteen land blocks in the Pipiriki area. This research is intended to assist iwi discussions about redress allocations in this area of overlap. 11/06/19 – Teleconference with all parties (Crown, UCT and WLSNT) to discuss the proposal including terms of reference. 02/07/19 – Draft terms of reference memo sent to both parties for agreement. The research will be undertaken in two phases: • Phase 1 – research commences in September with expected conclusion by early November. • Phase 2 – hui with the hapū of Te Korowai o Wainuiārua and Whanganui Land Settlement to reach agreement and advise Crown about the appropriate allocation of redress in the shared area by early December 2019.		
Prior to signing agreement in principle	Crown writes to overlapping groups advising that an agreement in principle will shortly be signed and that redress will be subject to the resolution of overlapping interests.	Crown	Crown sent letter to groups on 14 February 2019
	Crown and iwi offer to meet with overlapping groups (jointly or separately) to discuss proposed settlement redress.	WLSNT/Crown	In progress
	Opportunity for groups to respond on their interests, indicating their support, or otherwise, and any issues. Identification of any key items of redress that are opposed and why.	Overlapping groups	In progress
Report to Minister for Treaty of Waitangi	Te Arawhiti reports to the Minister for Treaty of Waitangi Negotiations on the status of overlapping interests and proposed Crown offer.	Crown	Pre-AIP signing 23 August 2019

Negotiations and Crown offer **Agreement in principle signed**	Formal Crown settlement offer made to WLSNT, subject to the resolution of any overlapping interests. If the offer is accepted by WLSNT, the agreement in principle is signed. The agreement in principle and process for resolving remaining overlapping claims uploaded to Te Arawhiti website.	Crown WLSNT/Crown	17 May 2019 30 August 2019
After agreement in principle signed	Te Arawhiti writes to groups advising of the Crown offer in the agreement in principle and seeks confirmation of their support or identification of matters for resolution and offers to meet to discuss if requested. Opportunity for groups to respond on their interests, indicating their support, or otherwise, and any issues. Identification of any key items of redress that are opposed and why.	Crown Overlapping groups	September 2019 October 2019
Report to Minister – progress on resolving overlapping claims	Approximately three months after signing the agreement in principle, Te Arawhiti reports to the Minister on progress to resolve overlapping interests. If there are any unresolved issues they advise the Minister of a process to resolve them, which may include offering Crown-facilitated hui. Crown and iwi offer to meet with overlapping groups (jointly or separately) to discuss proposed settlement redress.	Crown Crown/Te Arawhiti	November/ December 2019
Preliminary ministerial decision	If overlapping groups are unable to reach agreement, then Te Arawhiti reports to the Minister seeking a preliminary ministerial decision on outstanding issues.	Crown	Date TBC
Any groups opposing redress offered final opportunity to make further submissions	Opportunity for groups to respond on their interests, indicating their support, or otherwise, and any issues. Identification of any key items of redress they are opposed to and why. Crown and iwi offer to meet with overlapping groups (jointly or separately) to discuss proposed settlement redress.	Overlapping groups Crown/ Te Arawhiti	Date TBC

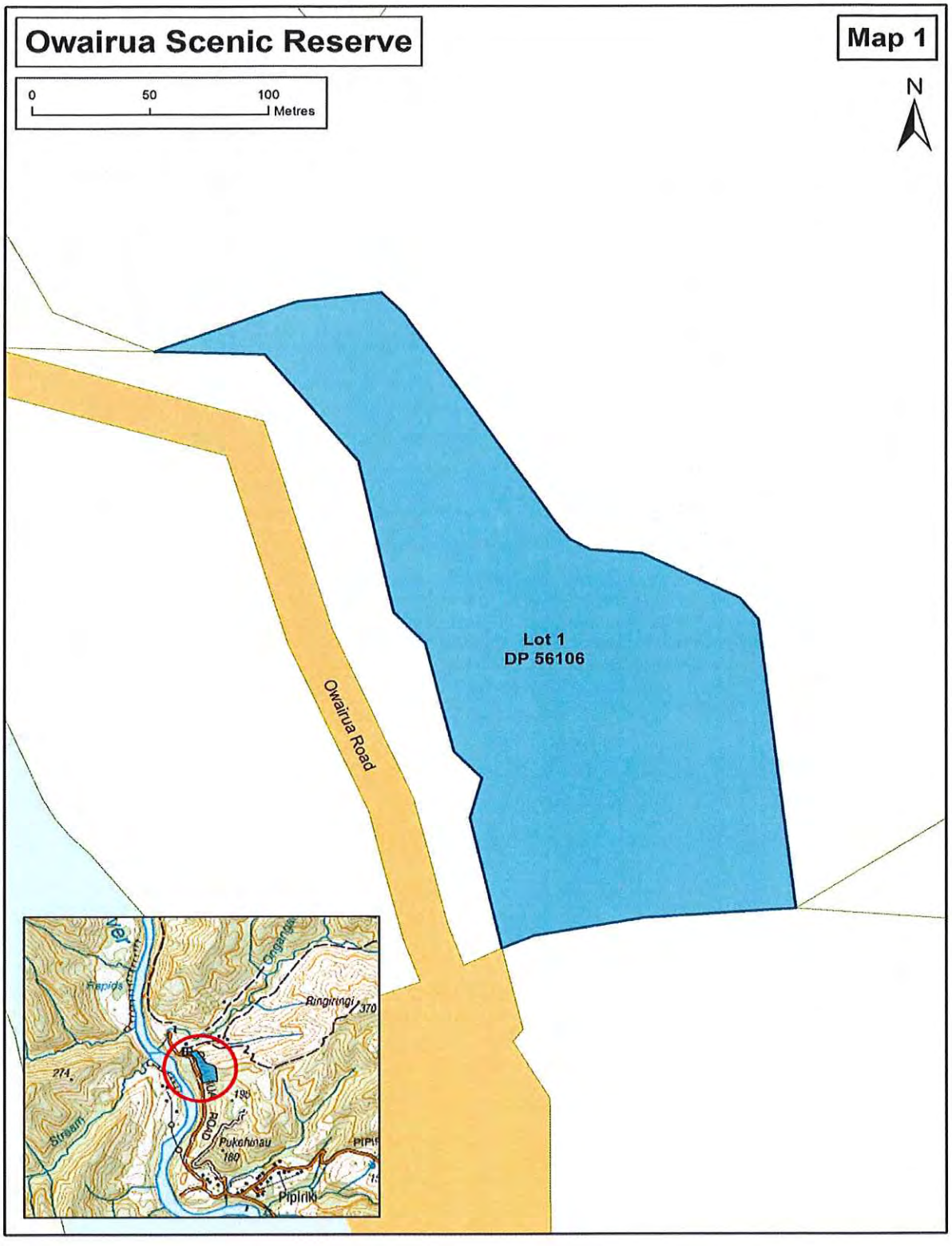
Report to Minister seeking final decision	Te Arawhiti reports to the Minister seeking a final decision.	Crown	Date TBC
Minister's decision and Cabinet consideration of redress package	The Minister writes to groups informing them of final decisions on overlapping interests issues and invites them to meet to discuss. Cabinet consideration of Te Arawhiti deed of settlement package.	Crown Crown	Date TBC Date TBC
Deed of settlement initialled	Deed of Settlement is initialled	WLS / Crown/ Te Arawhiti	Date TBC

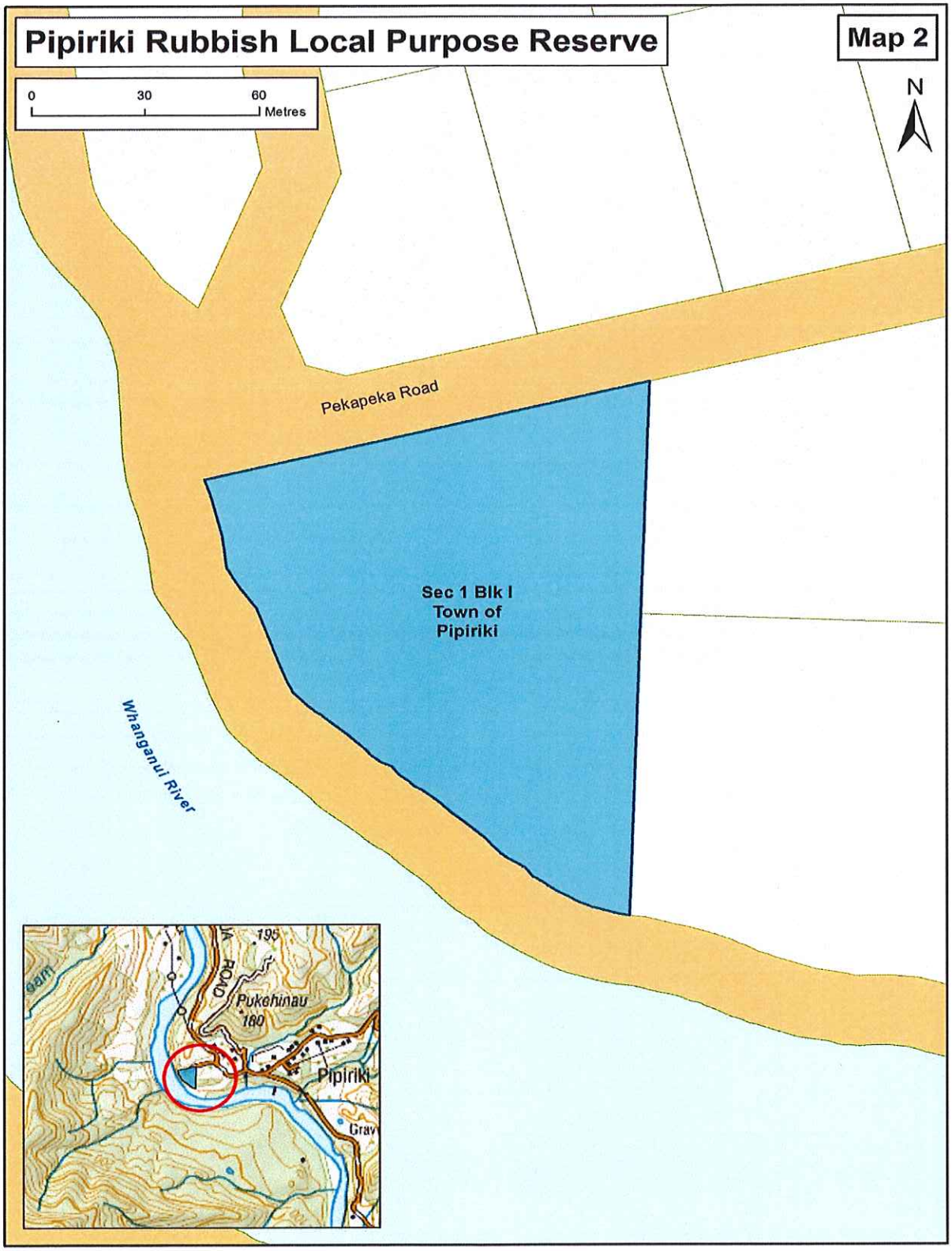
ATTACHMENT 3: PROVISIONAL WHANGANUI LAND SETTLEMENT RIGHT OF FIRST REFUSAL AREA

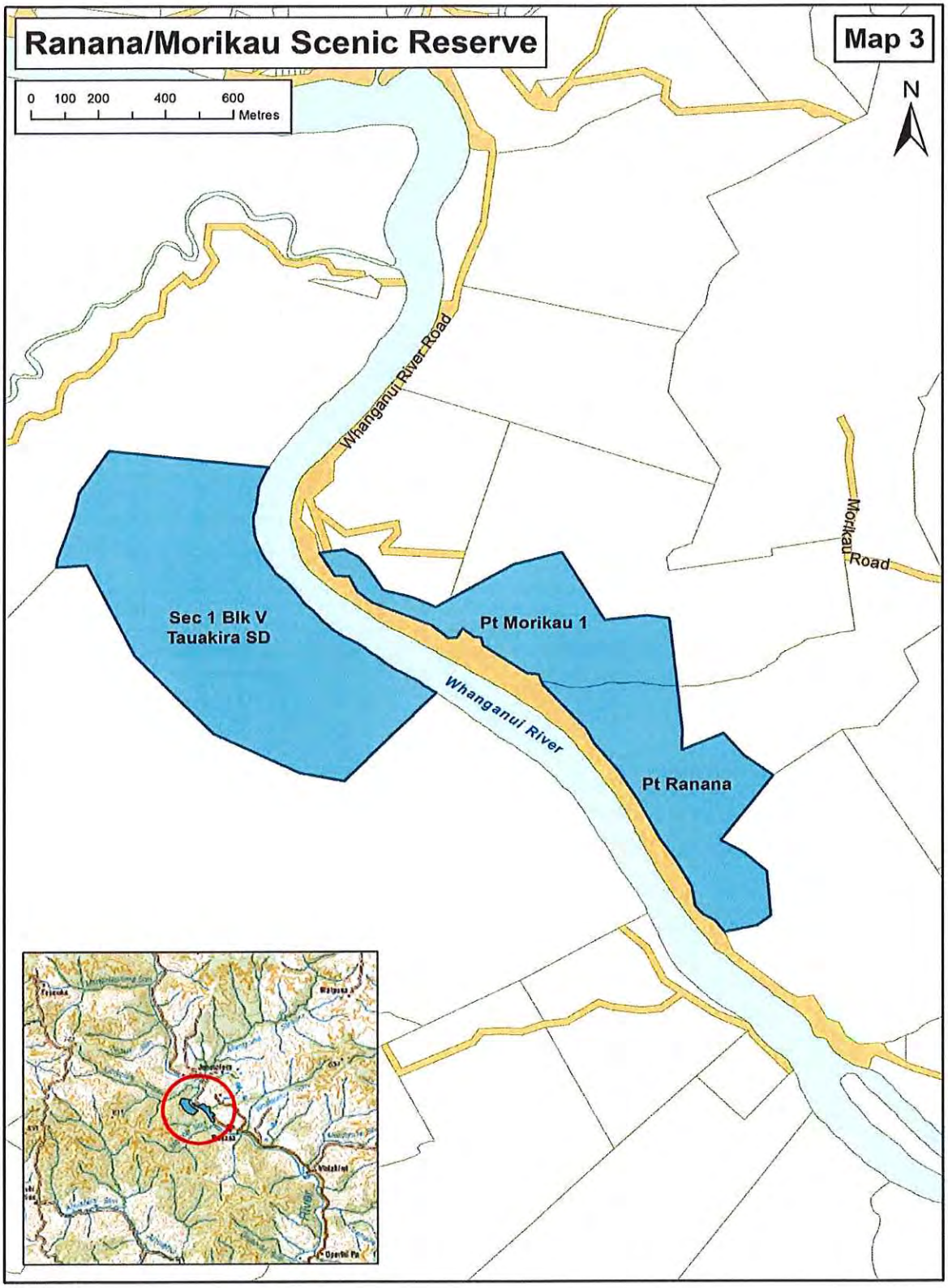
1. This map is subject to change and to further discussions between Whanganui Land Settlement and the Crown as well as with other hapū and Iwi. These discussions will take place prior to the signing of the deed of settlement and as part of the overlapping claims process.

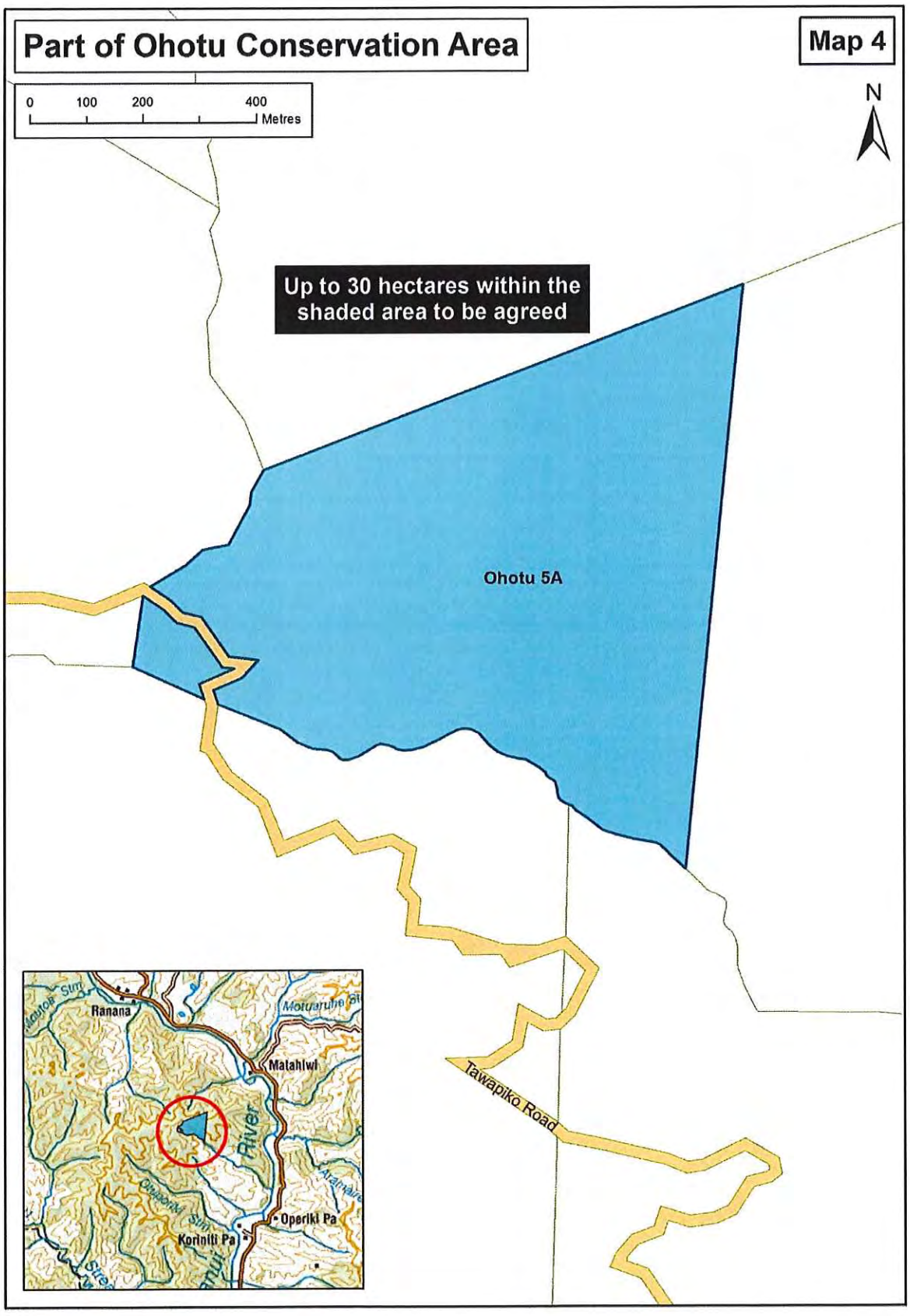


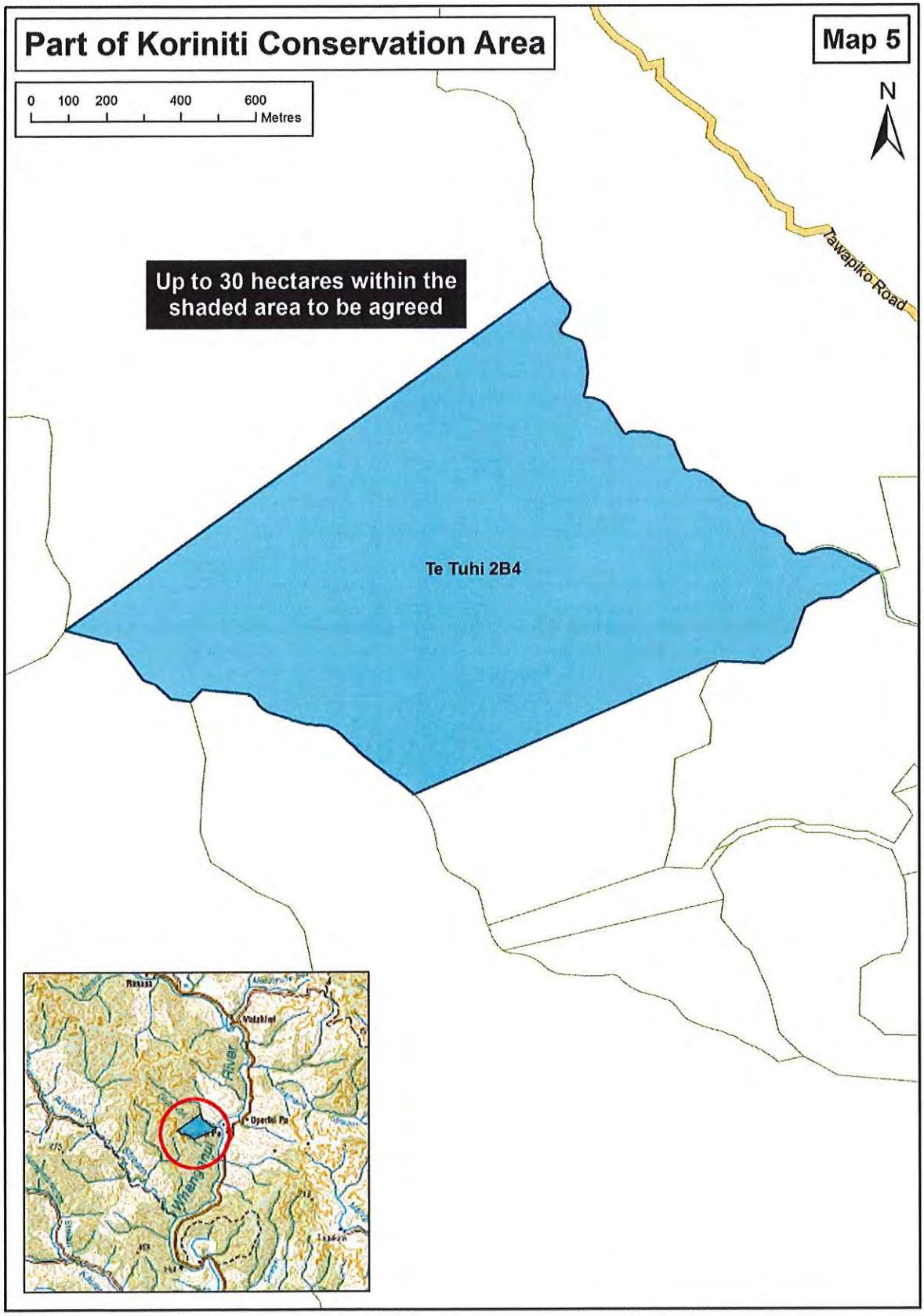
ATTACHMENT 4: CULTURAL REDRESS MAPS

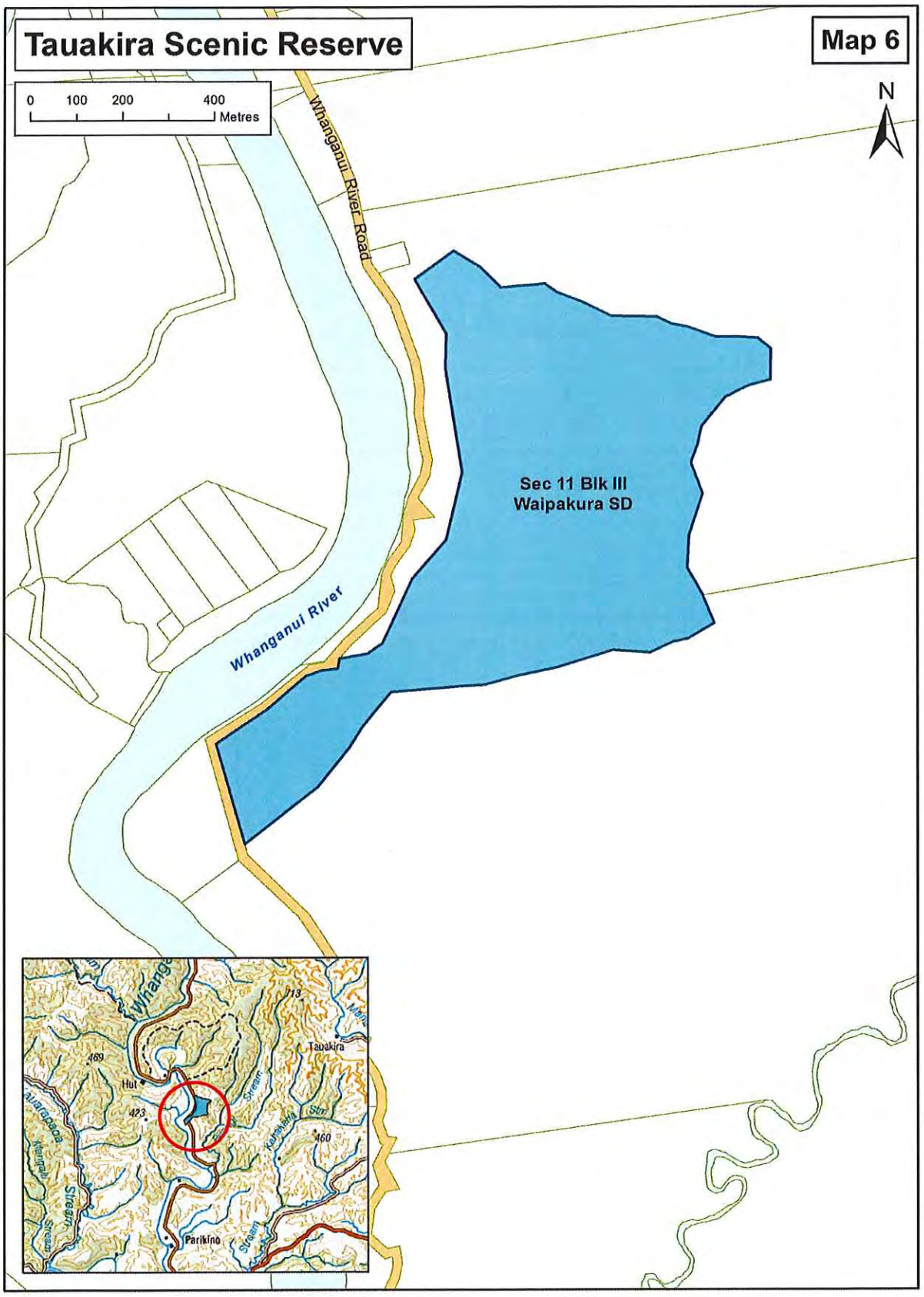

Owairua Scenic Reserve
Map 1
0
50
100
Metres
N
Lot 1
DP 56106
Owairua Road
Rapids
Ringiringi
370
214
198
Stream
Pukahunau
180
Pipiriki


Pipiriki Rubbish Local Purpose Reserve
Map 2
0
30
60
Metres
N
Pekapeka Road
Sec 1 Blk I
Town of
Pipiriki
Whanganui River
ROAD
Pukehinau
160
Pipiriki


Ranana/Morikau Scenic Reserve
Map 3
0 100 200 400 600
Metres
N
Whanganui River Road
Morikau Road
Sec 1 Blk V
Tauakira SD
Pt Morikau 1
Whanganui River
Pt Ranana


Part of Ohotu Conservation Area
Map 4
0 100 200 400
Metres
N
Up to 30 hectares within the shaded area to be agreed
Ohotu 5A
Tawapiko Road
Ranana
Matahiwi
Operiki Pa
Koriniti Pa


Part of Koriniti Conservation Area
Map 5
0 100 200 400 600
Metres
N
Tawapiko Road
Up to 30 hectares within the shaded area to be agreed
Te Tuhi 2B4


Tauakira Scenic Reserve
Map 6
0 100 200 400
Metres
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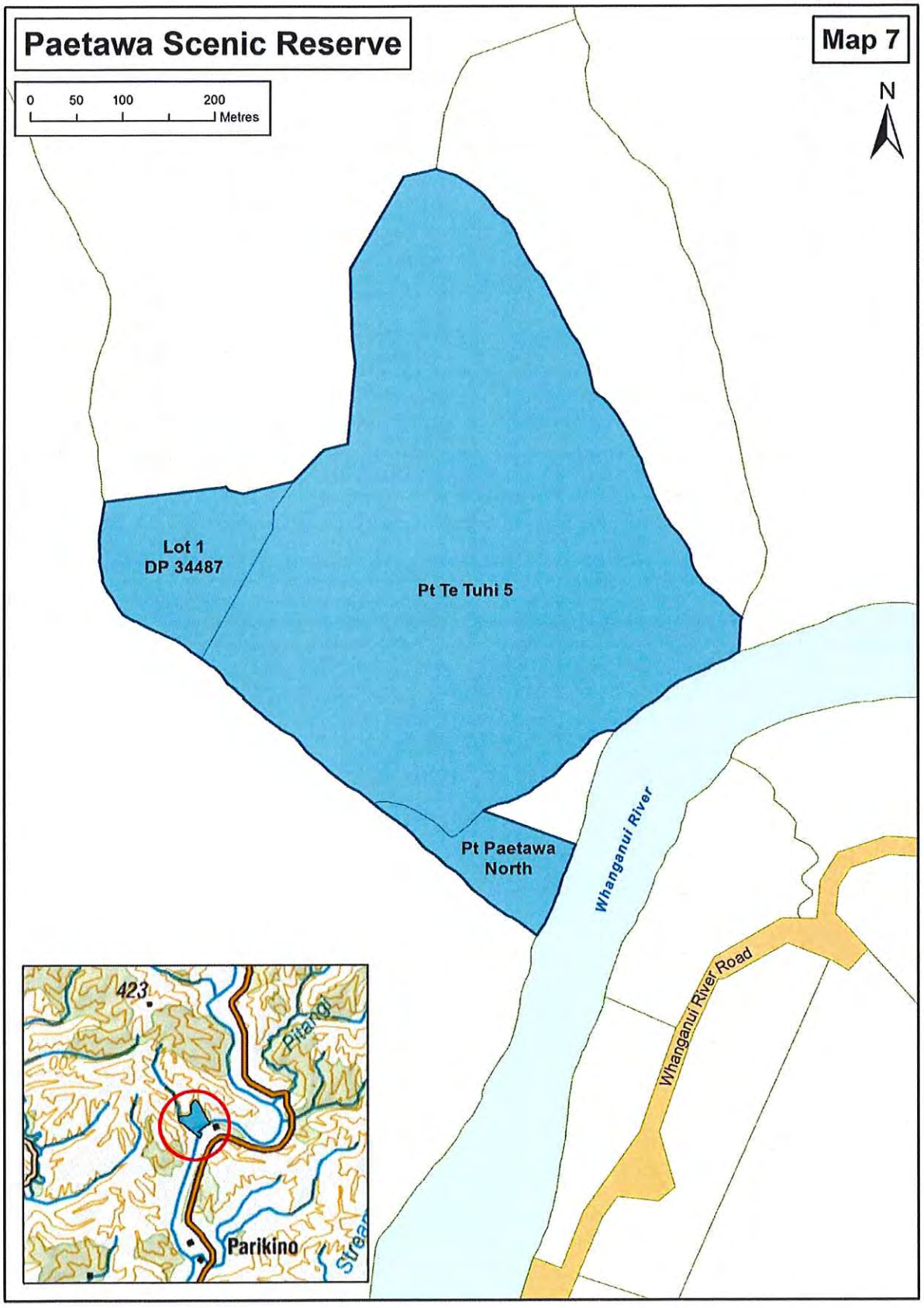
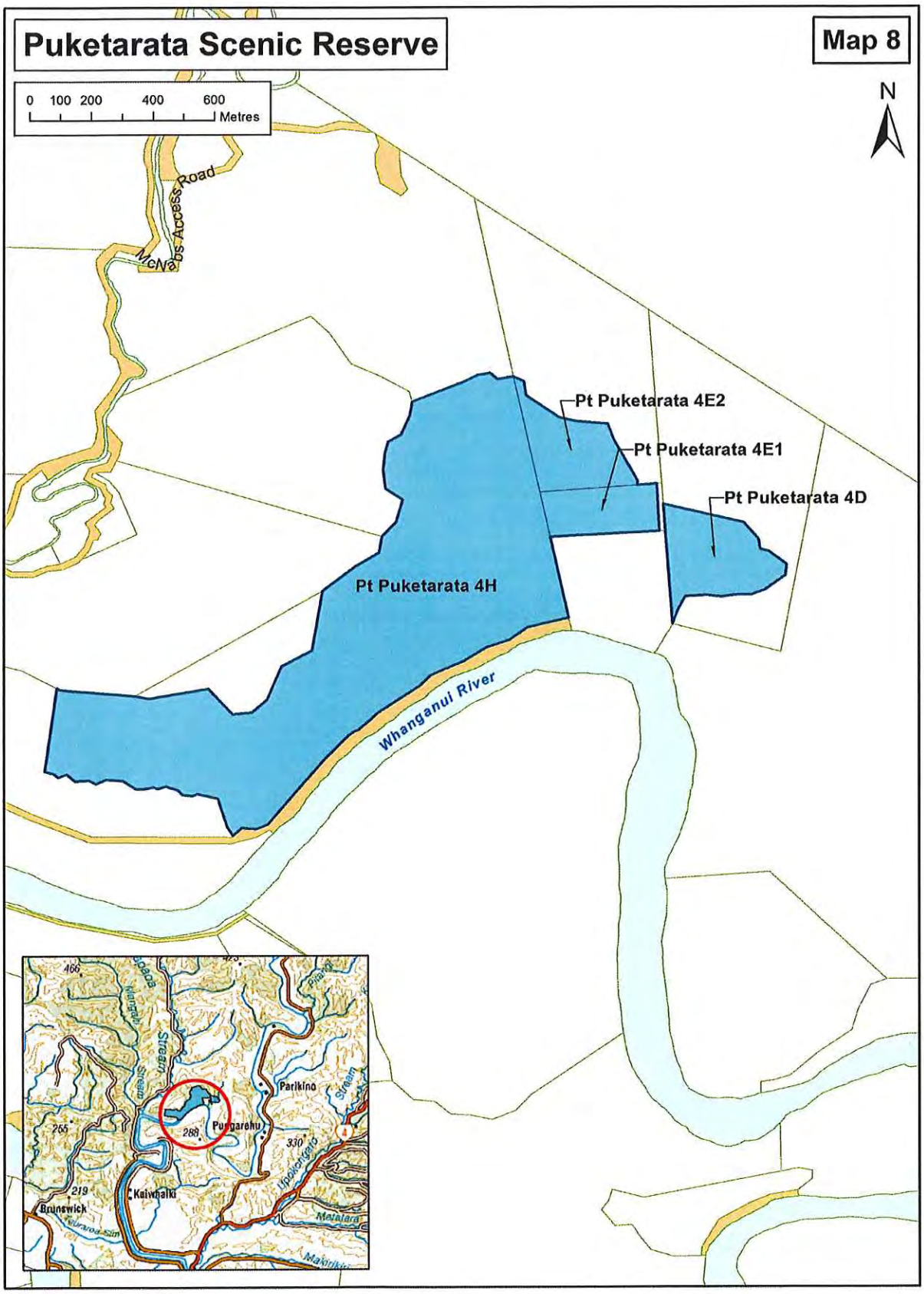
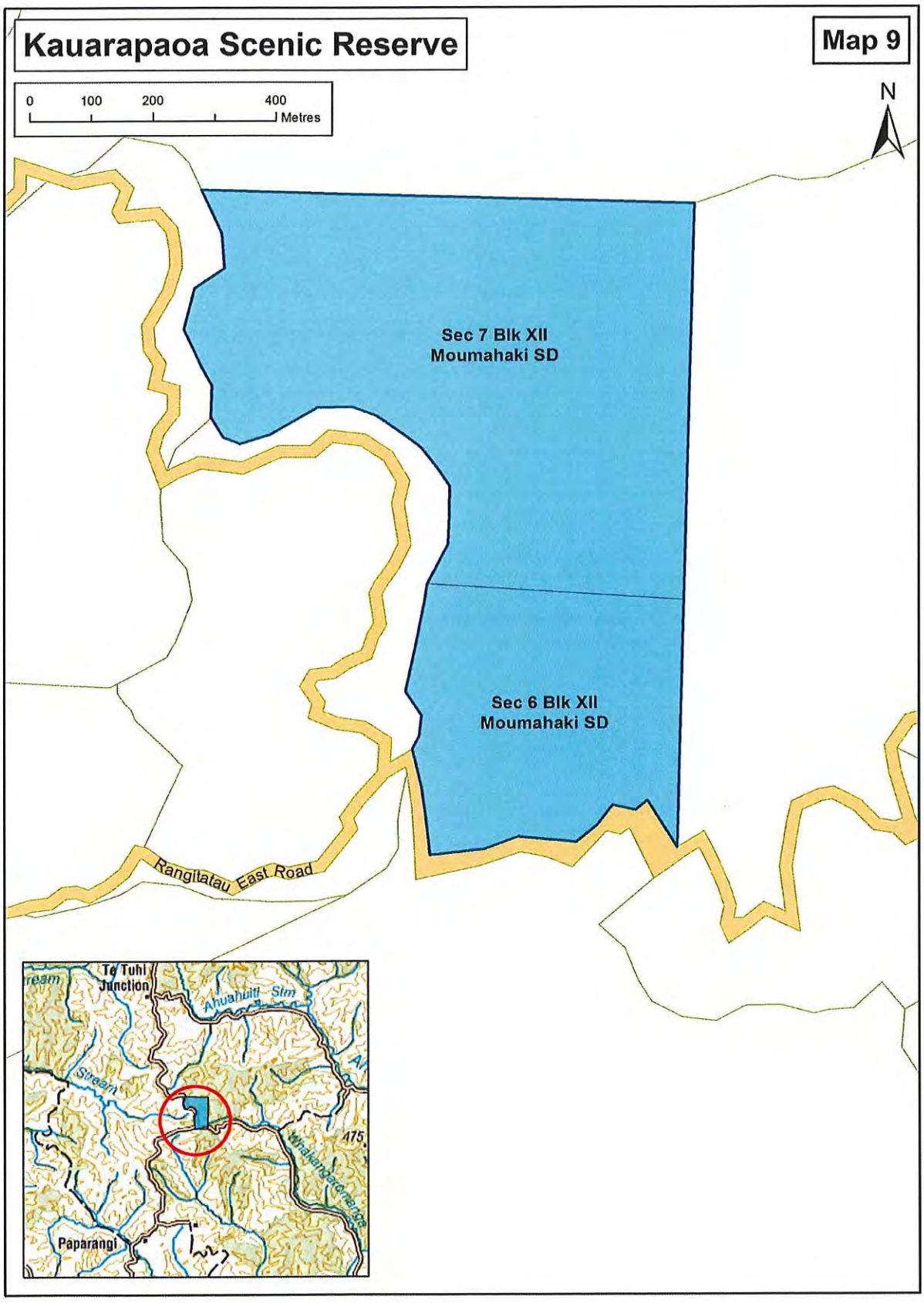
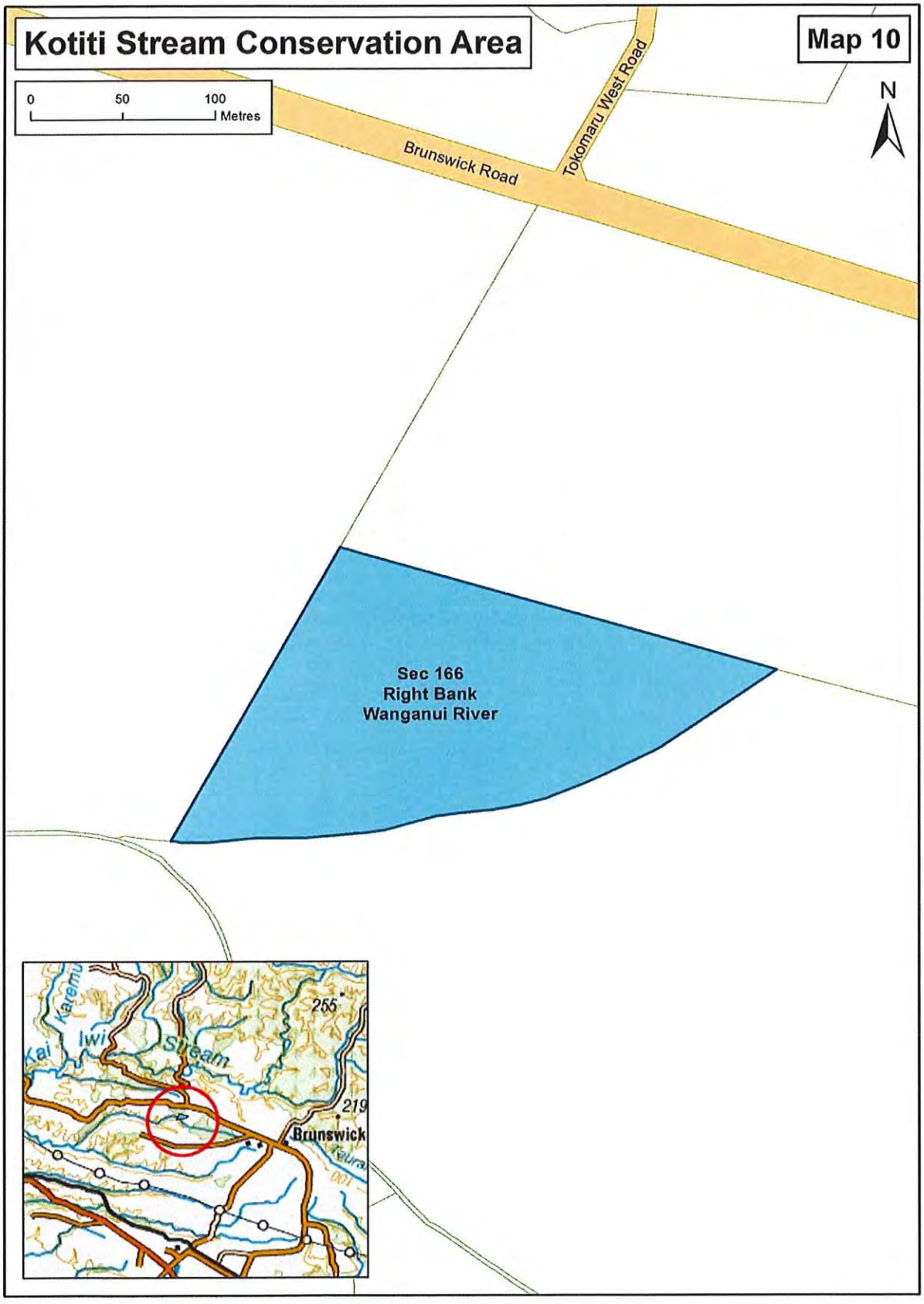
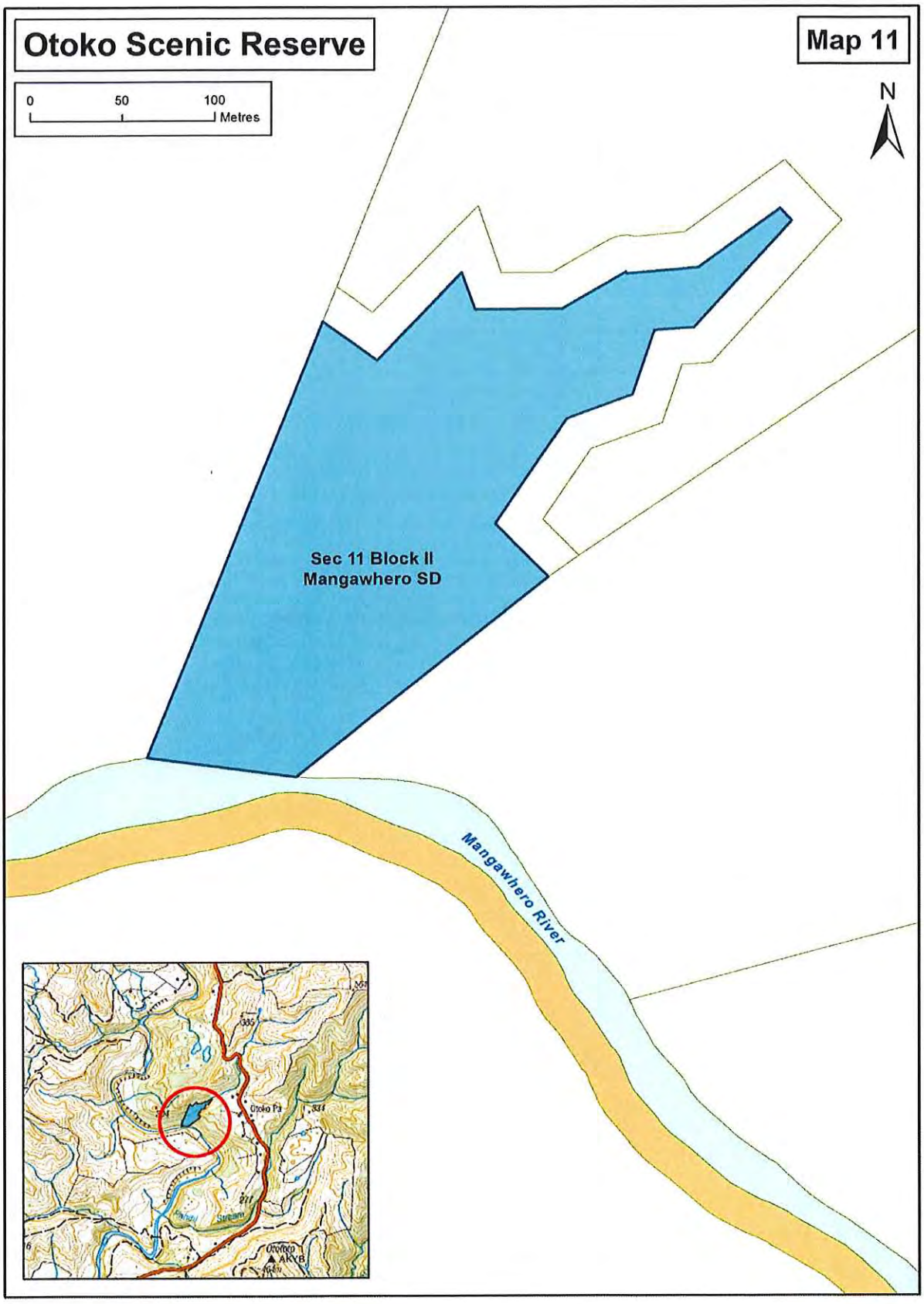
Whanganui River Road
Whanganui River
Sec 11 Blk III
Waipakura SD
Tauakira
Hut
Parikino
469
423
460
713

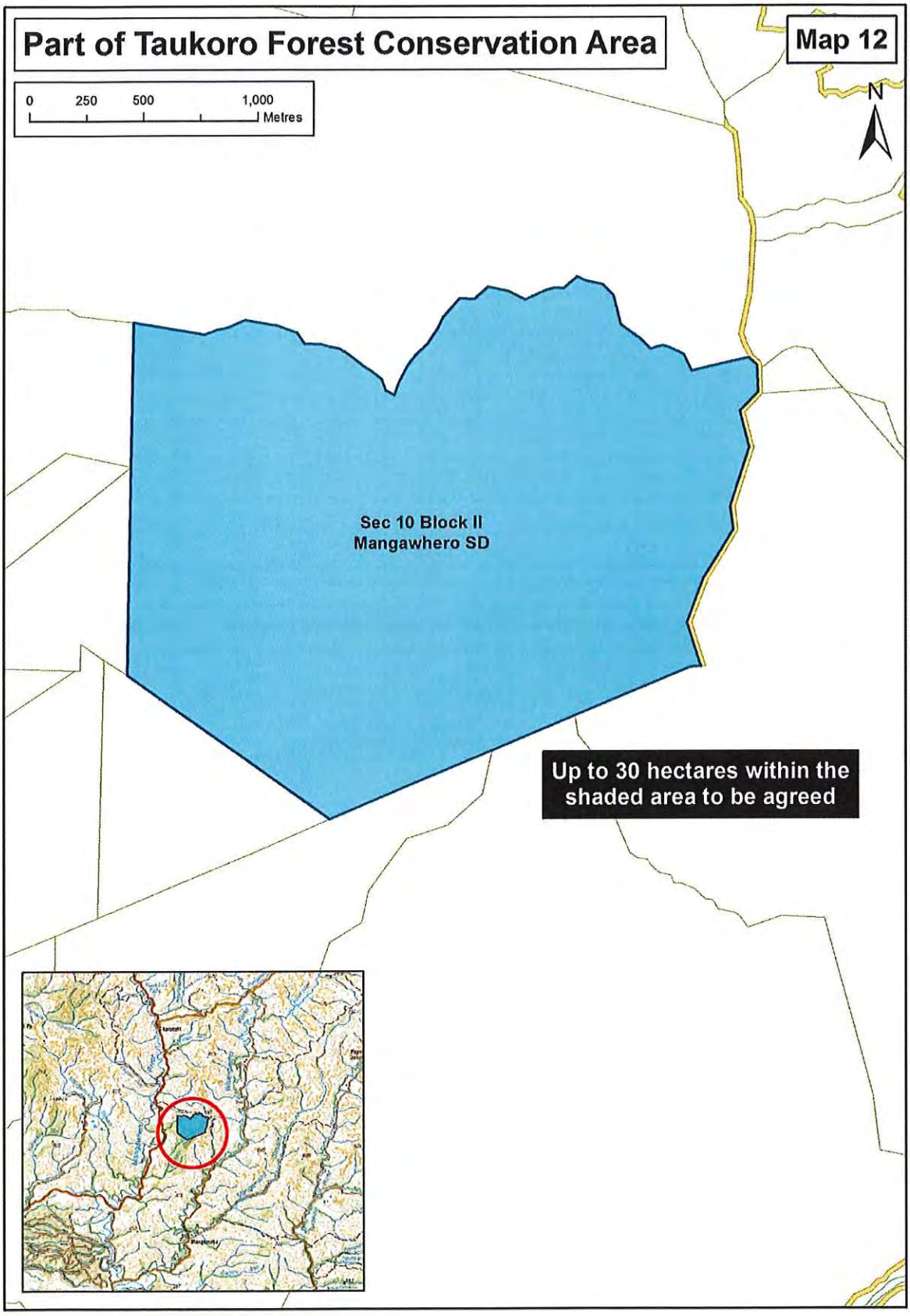

Paetawa Scenic Reserve
Map 7
0 50 100 200
Metres
N
Lot 1
DP 34487
Pt Te Tuhi 5
Pt Paetawa
North
Whanganui River
Whanganui River Road
423
Parikino

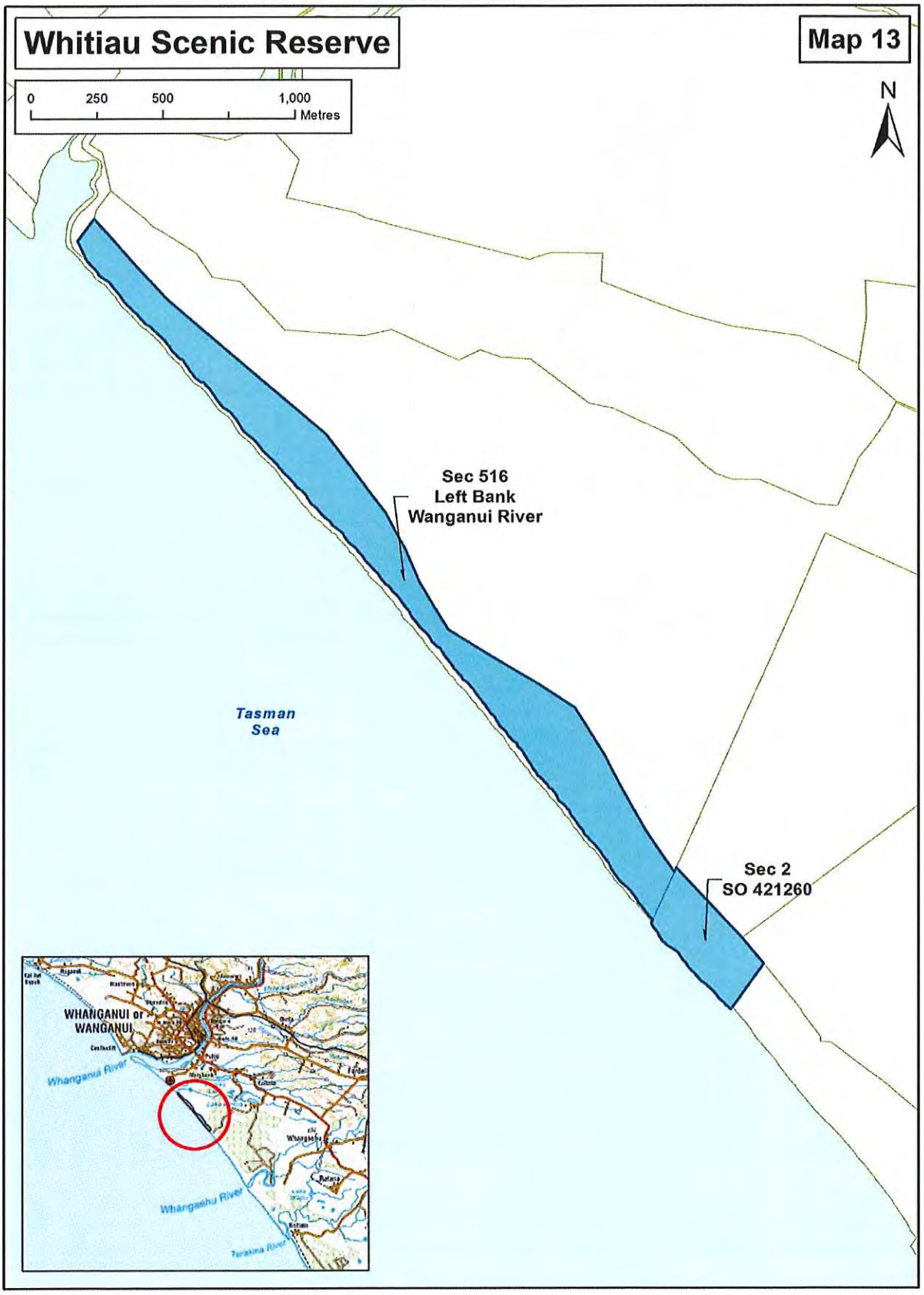

Puketarata Scenic Reserve
Map 8
N
0 100 200 400 600
Metres
McNabs Access Road
Pt Puketarata 4E2
Pt Puketarata 4E1
Pt Puketarata 4D
Pt Puketarata 4H
Whanganui River
Parikino
Pungarehu
Kaiwhaiki
Brunswick
Metalara
466
255
288
330
219

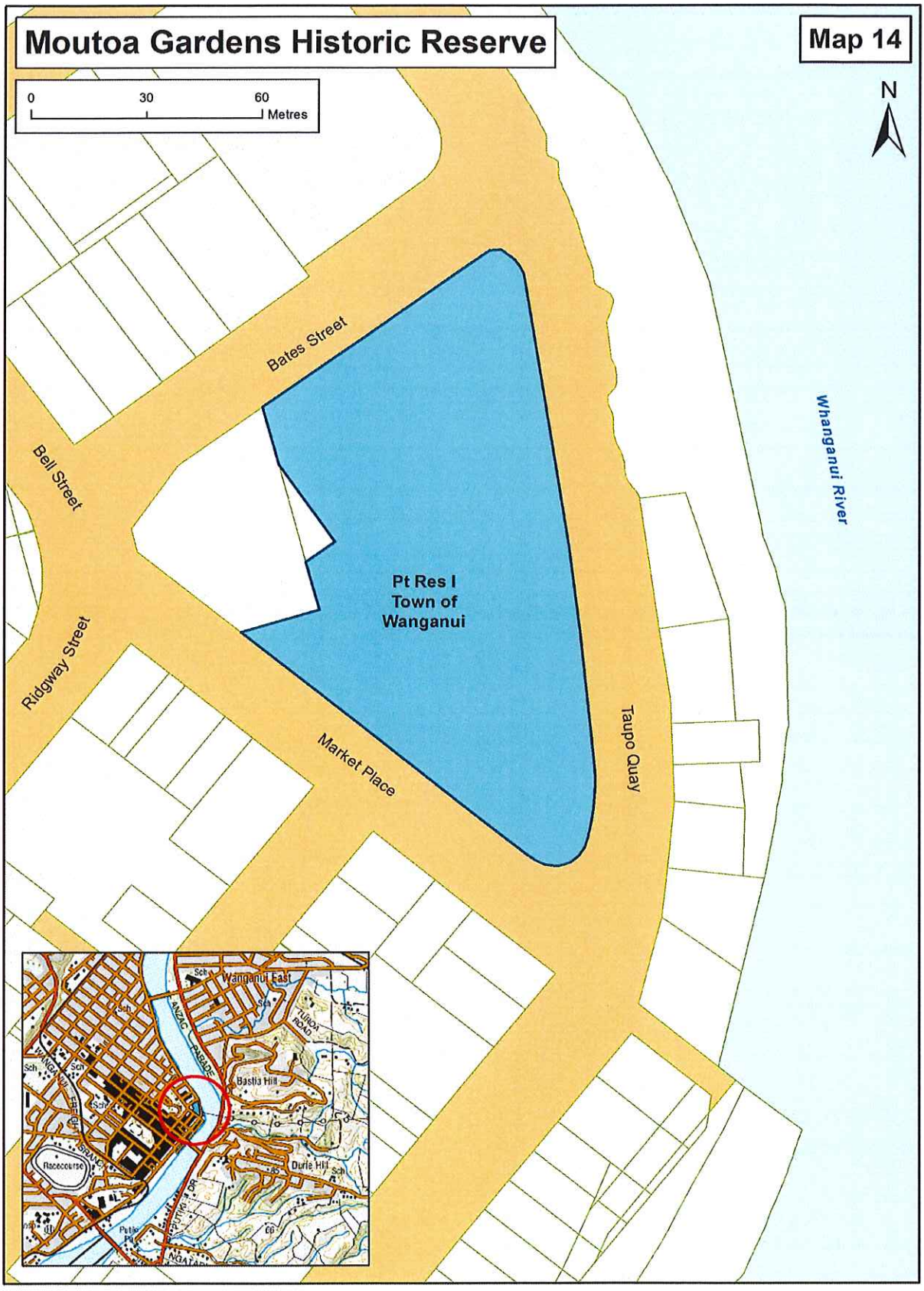

Kauarapaoa Scenic Reserve
Map 9
0 100 200 400
Metres
N
Sec 7 Blk XII
Moumahaki SD
Sec 6 Blk XII
Moumahaki SD
Rangitatau East Road
Te Tuhi
Junction
Ahuahuiti Stm
Stream
475
Paparangi

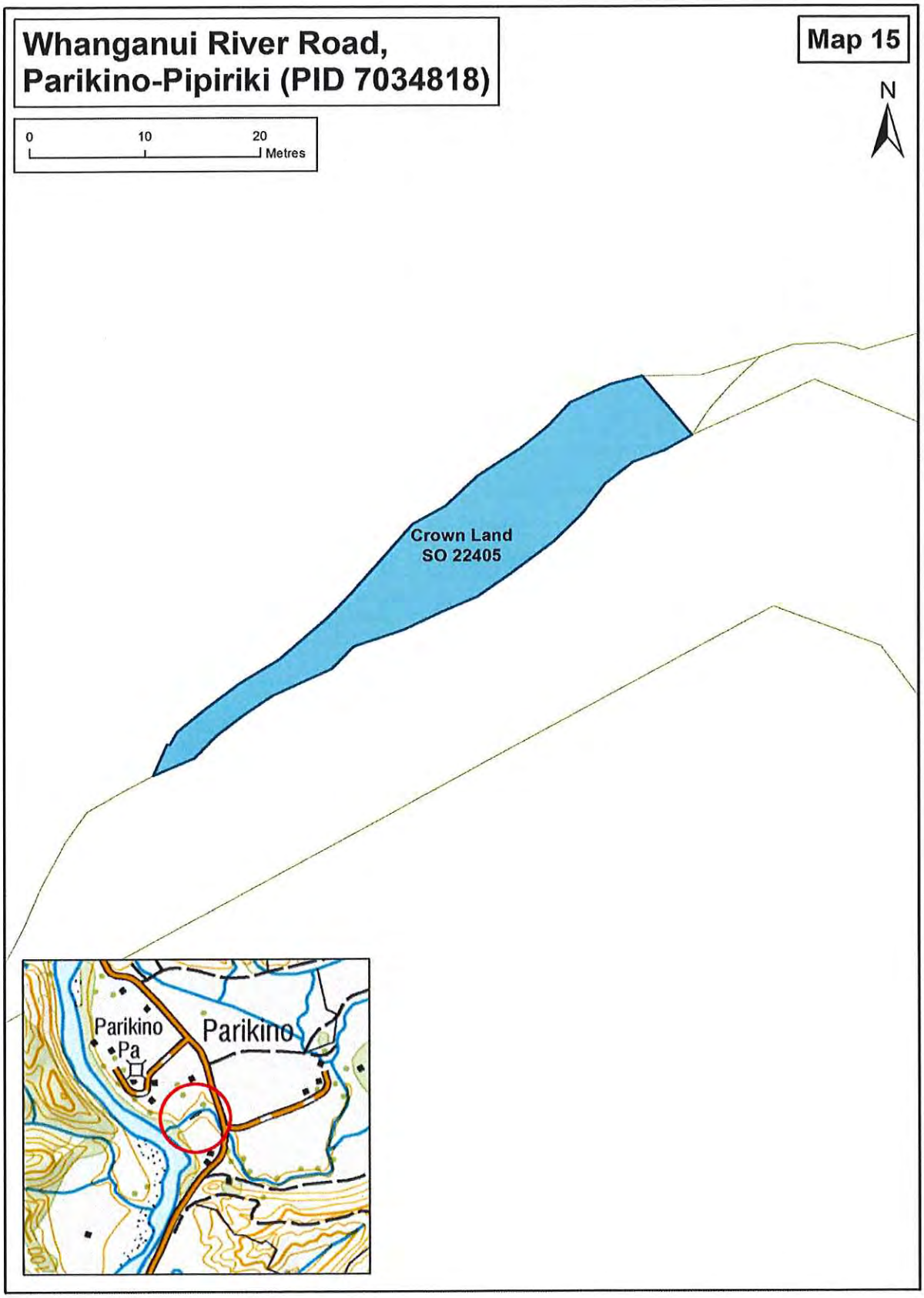

Kotiti Stream Conservation Area
Map 10
0
50
100
Metres
N
Brunswick Road
Tokomaru West Road
Sec 166
Right Bank
Wanganui River
Kai Iwi Stream
255
219
Brunswick


Otoko Scenic Reserve
Map 11
0
50
100
Metres
N
Sec 11 Block II
Mangawhero SD
Mangawhero River
Otoko Pa


Part of Taukoro Forest Conservation Area
Map 12
0 250 500 1,000
Metres
N
Sec 10 Block II
Mangawhero SD
Up to 30 hectares within the shaded area to be agreed


Whitiau Scenic Reserve
Map 13
0 250 500 1,000
Metres
N
Sec 516
Left Bank
Wanganui River
Tasman
Sea
Sec 2
SO 421260
WHANGANUI or
WANGANUI
Whanganui River
Whangaehu River


Moutoa Gardens Historic Reserve
Map 14
0
30
60
Metres
N
Bates Street
Bell Street
Ridgway Street
Market Place
Taupo Quay
Whanganui River
Pt Res I
Town of
Wanganui
Wanganui East
Bastia Hill
Durie Hill
Racecourse


Whanganui River Road,
Parikino-Pipiriki (PID 7034818)
Map 15
N
0
10
20
Metres
Crown Land
SO 22405
Parikino
Pa
Parikino

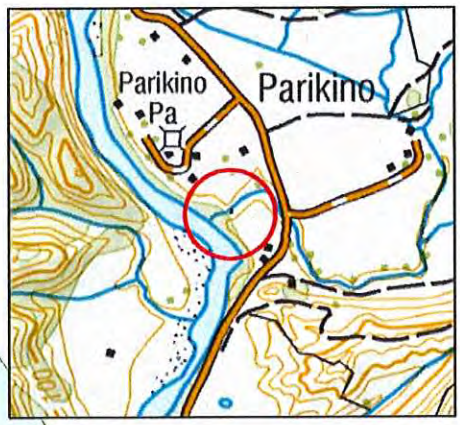
Whanganui River Road, Parikino-Pipiriki (PID 7034912)

Map 16

N

0 5 10 Metres

Crown Land
SO 22405



Whanganui River Road, Parikino-Pipiriki (PID 3992779)

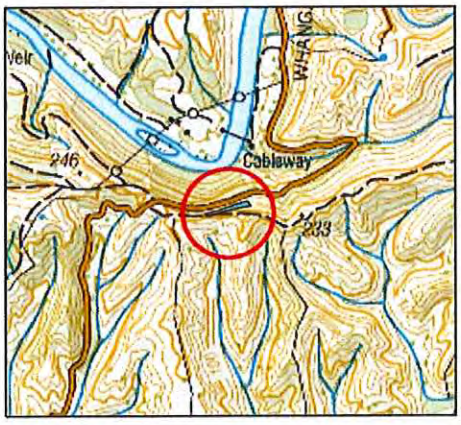
Map 17

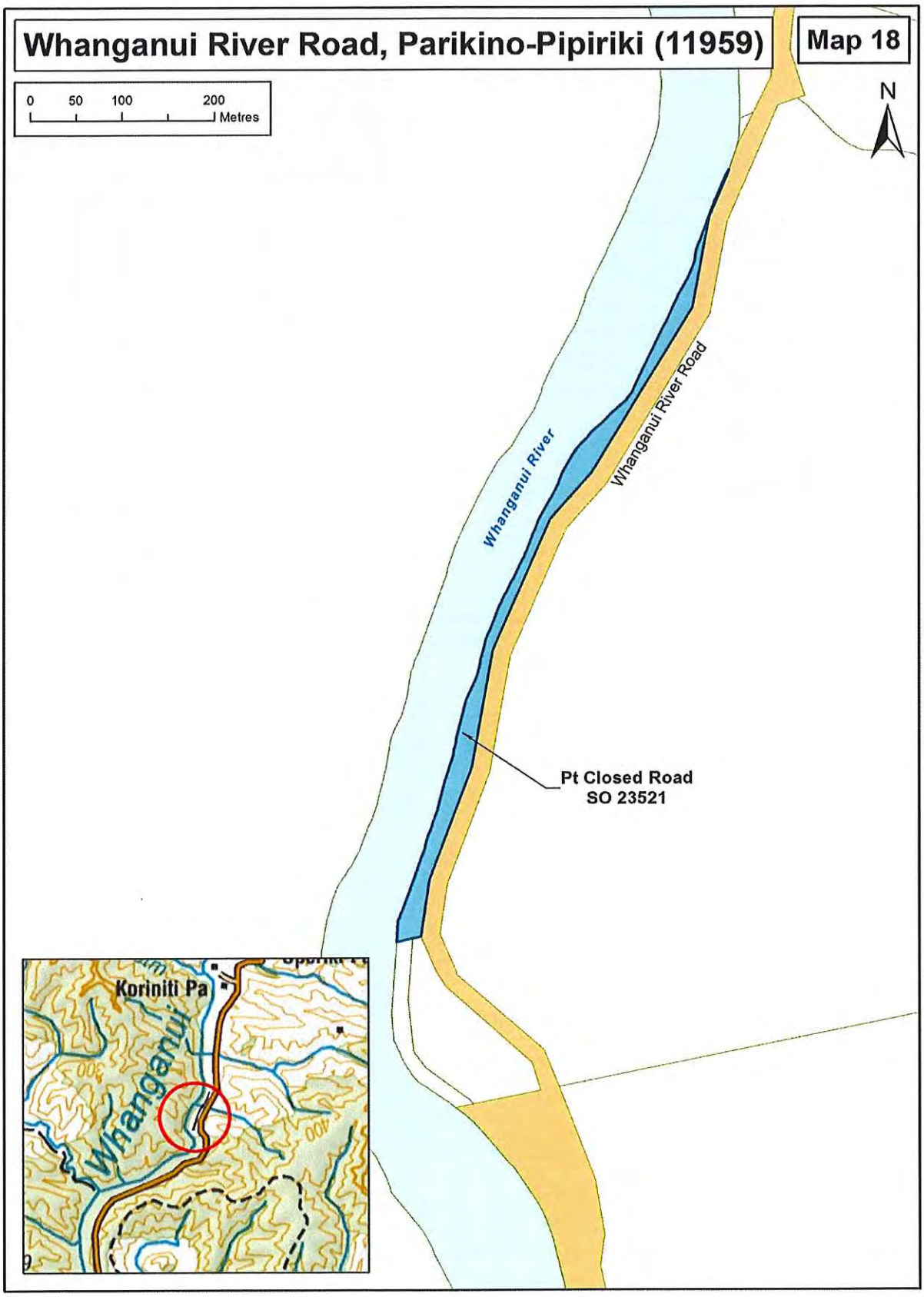
N

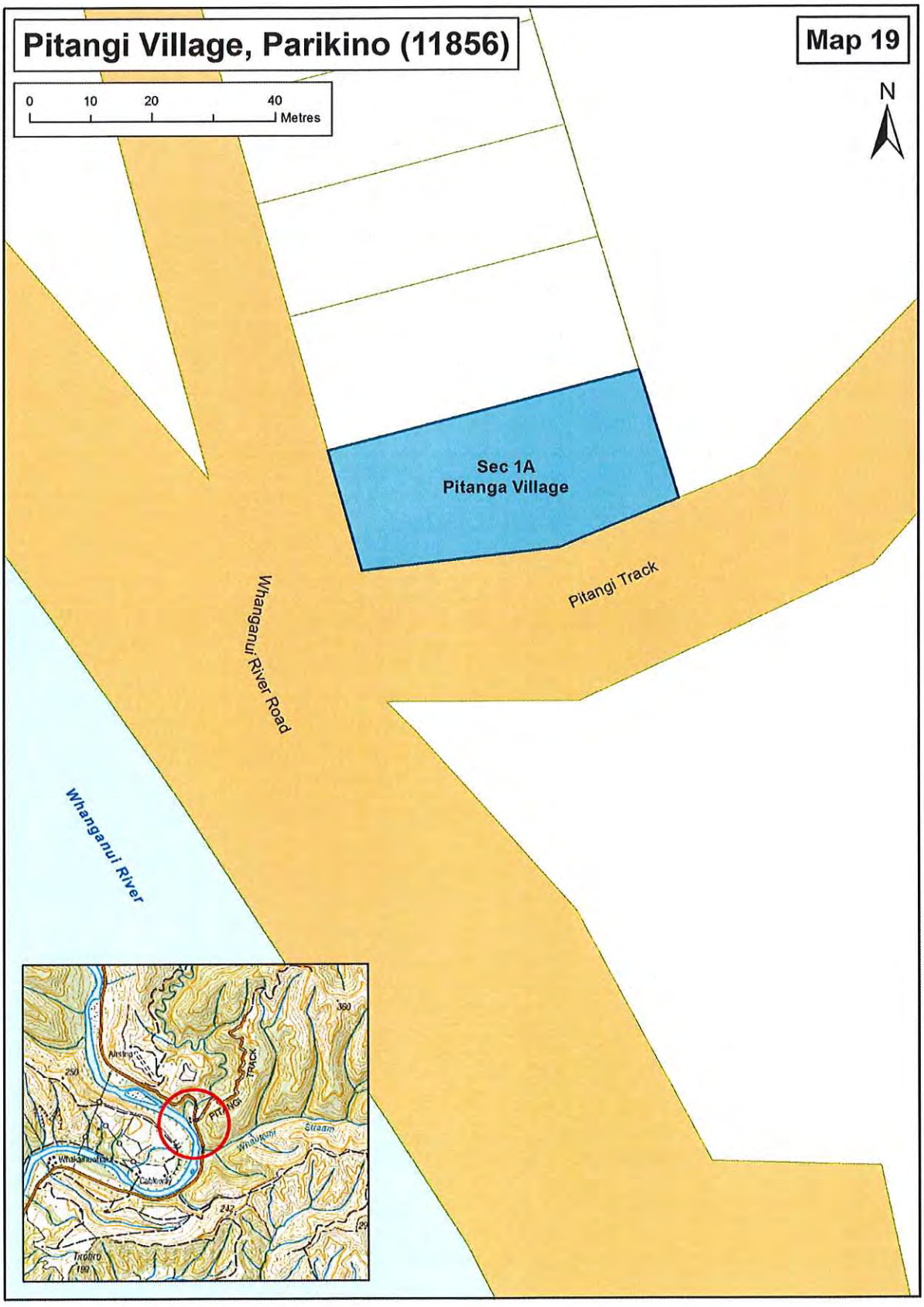
0 50 100 Metres

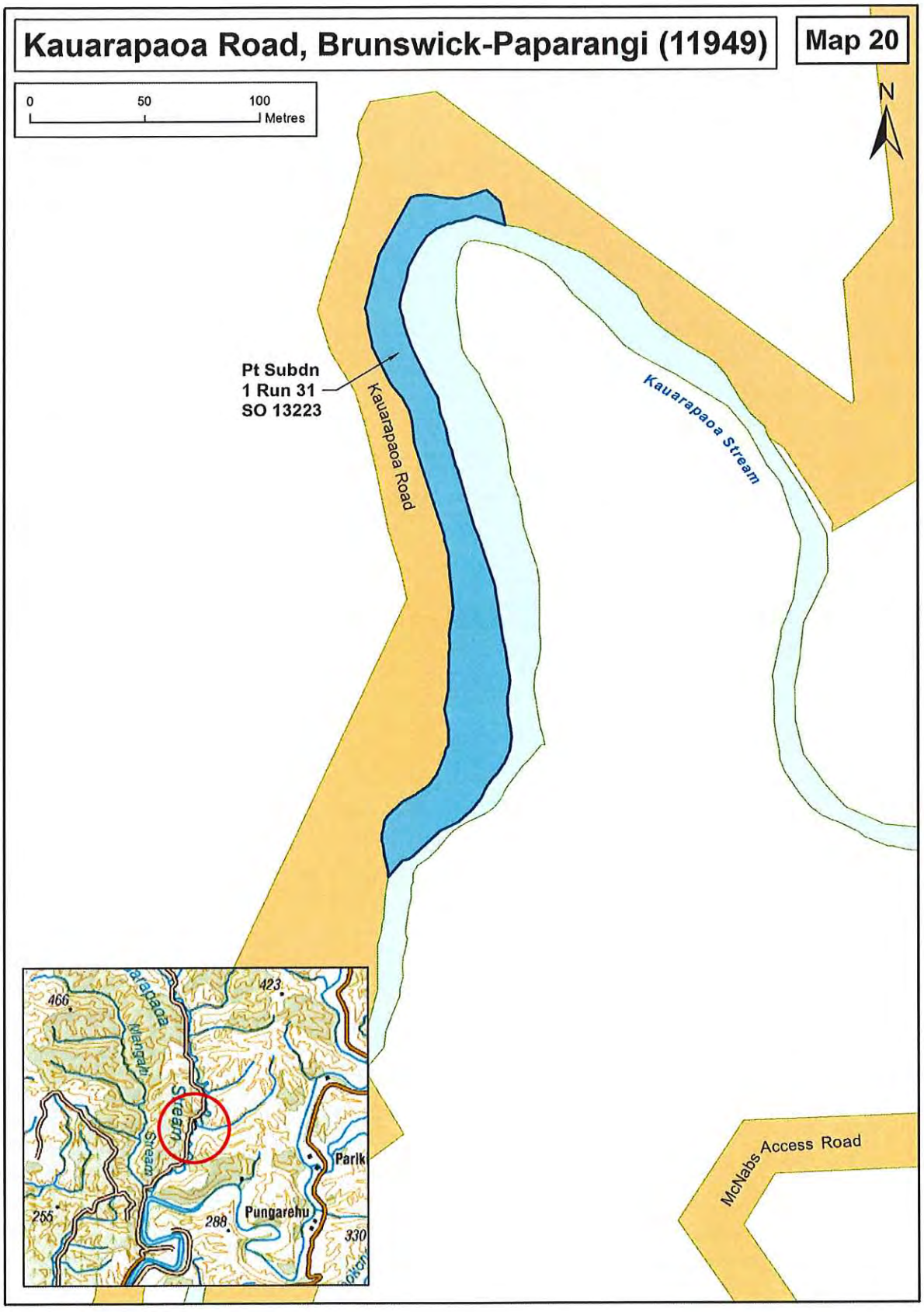
Whanganui River Road

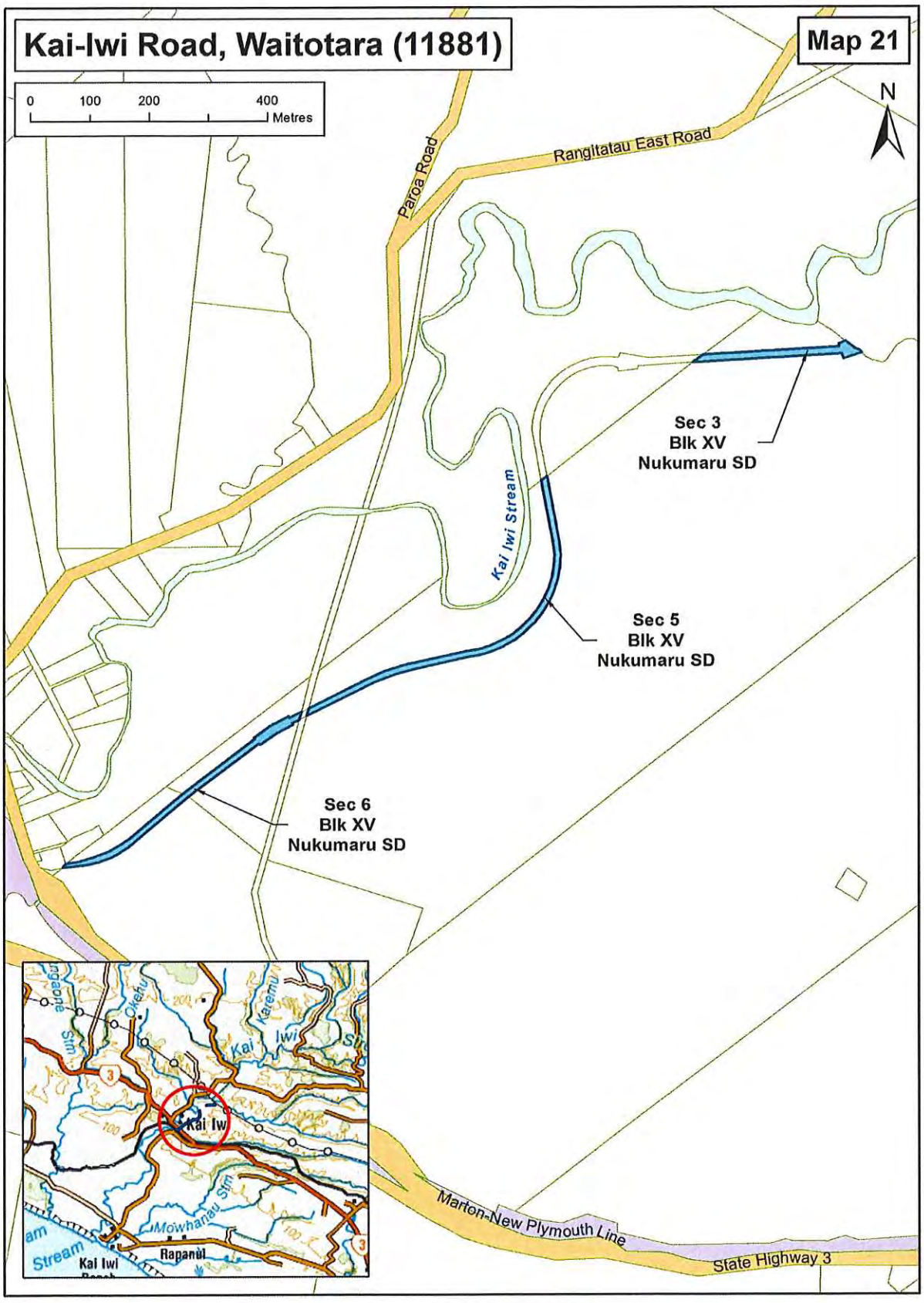
Lot 1
DP 67611

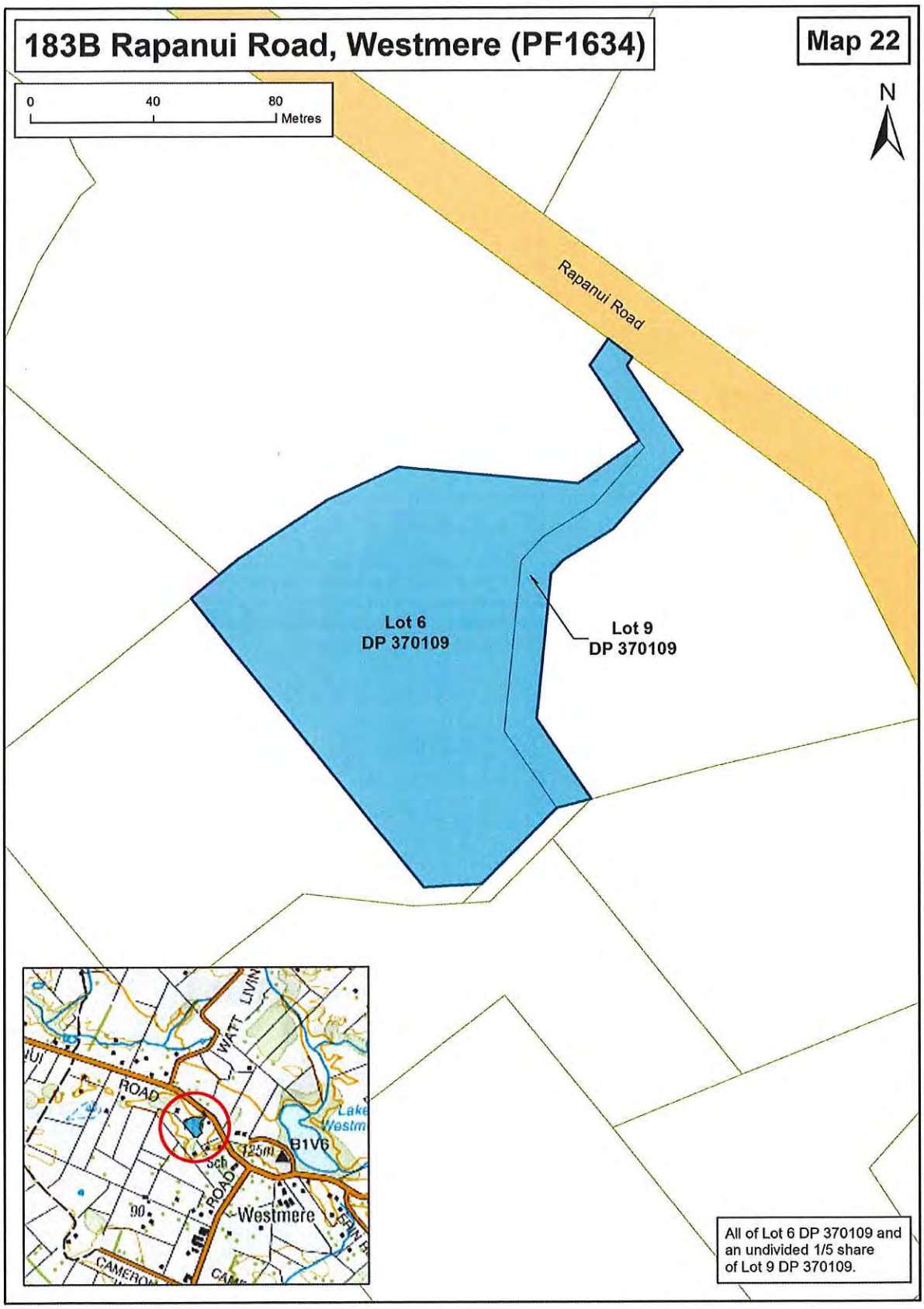


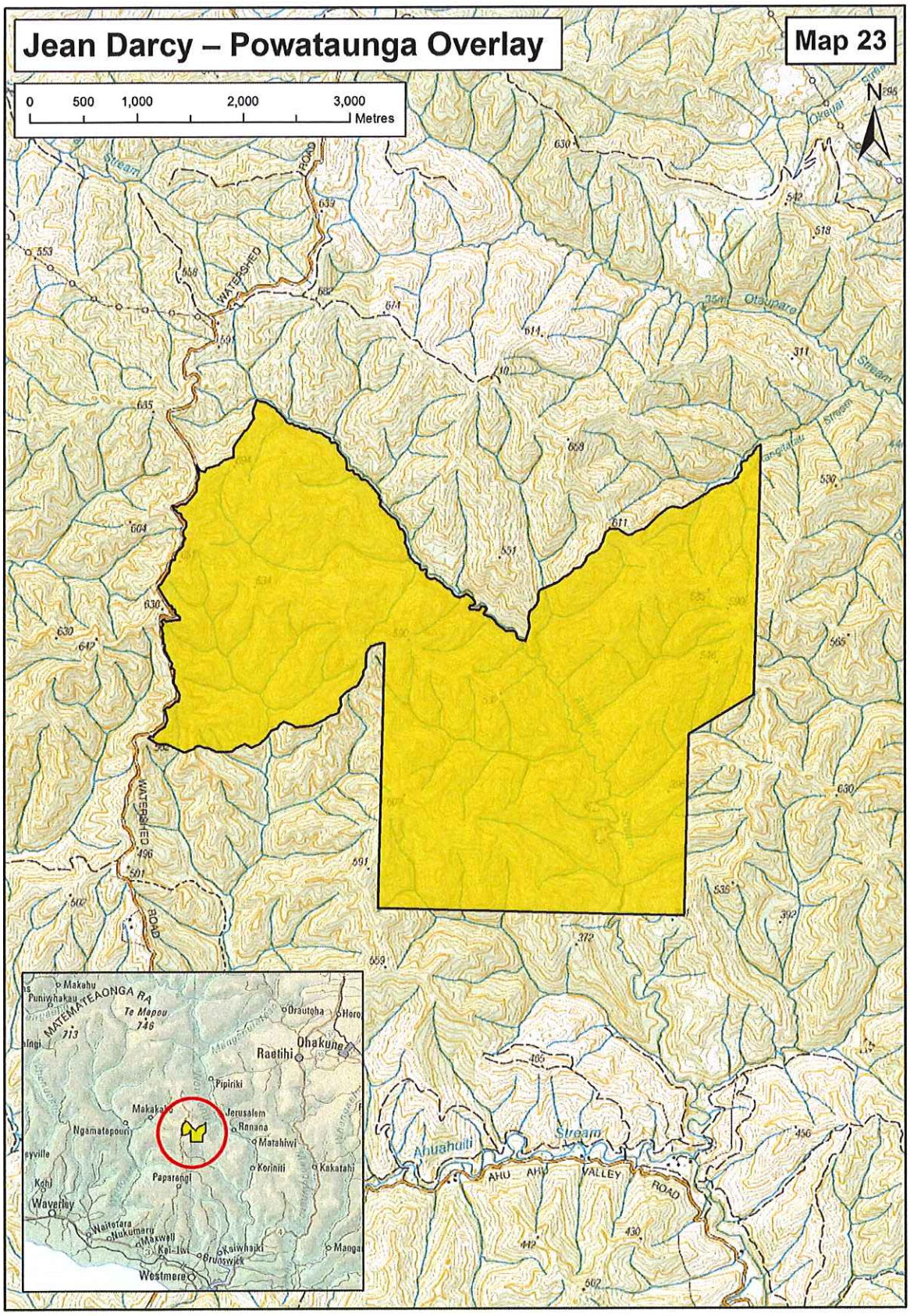

Whanganui River Road, Parikino-Pipiriki (11959)
Map 18
0 50 100 200
Metres
N
Whanganui River
Whanganui River Road
Pt Closed Road
SO 23521
Koriniti Pa
Whanganui

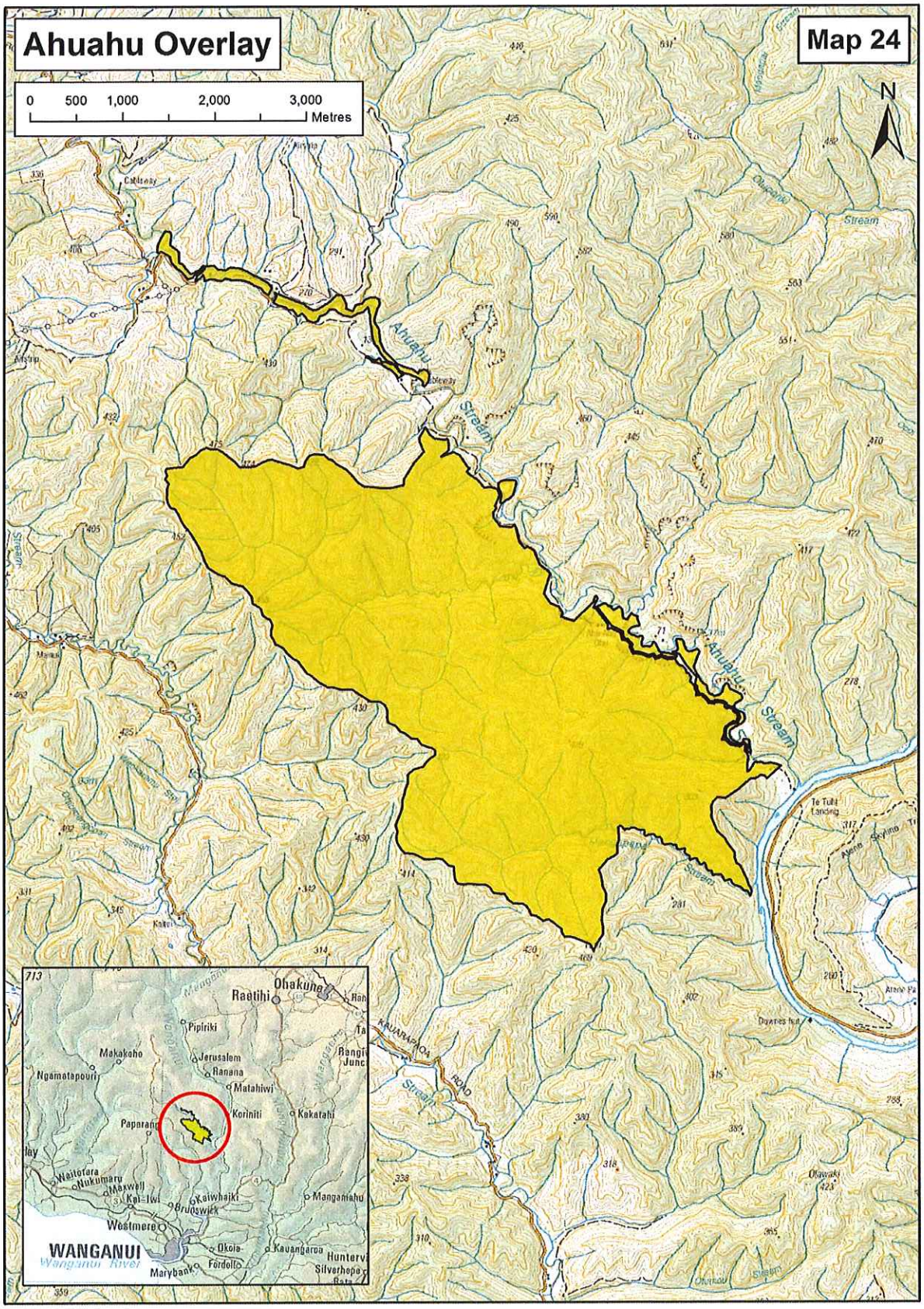

Pitangi Village, Parikino (11856)
Map 19
0 10 20 40
Metres
N
Sec 1A
Pitanga Village
Pitangi Track
Whanganui River Road
Whanganui River

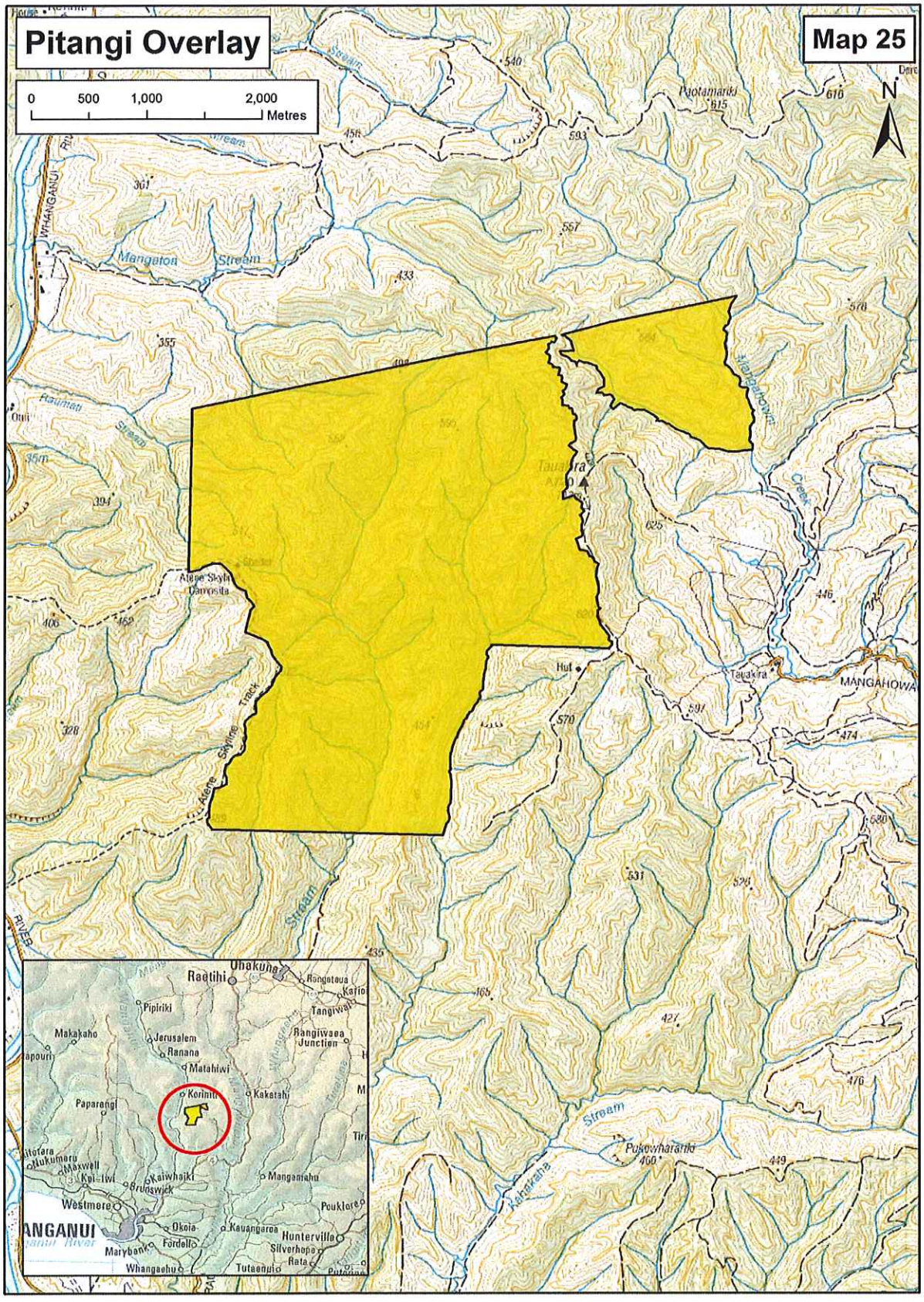

Kauarapaoa Road, Brunswick-Paparangi (11949)
Map 20
0
50
100
Metres
N
Pt Subdn
1 Run 31
SO 13223
Kauarapaoa Road
Kauarapaoa Stream
McNabs Access Road
466
423
255
288
330
Pungarehu

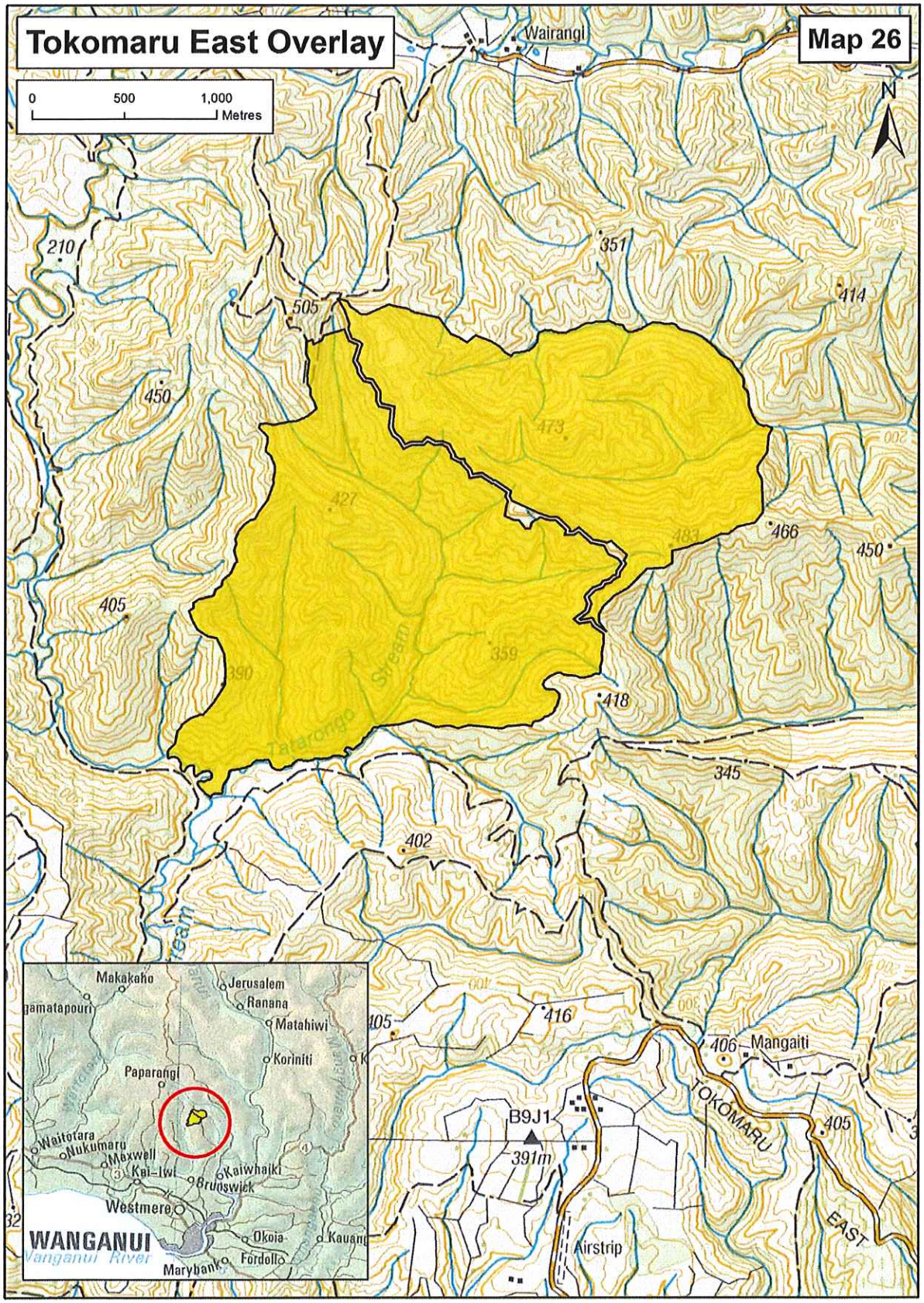

Kai-Iwi Road, Waitotara (11881)
Map 21
0 100 200 400 Metres
N
Paroa Road
Rangitatau East Road
Kai Iwi Stream
Sec 3
Blk XV
Nukumaru SD
Sec 5
Blk XV
Nukumaru SD
Sec 6
Blk XV
Nukumaru SD
Kai Iwi
Mowhanau Stm
Rapanui
Kai Iwi
Stream
Marton-New Plymouth Line
State Highway 3

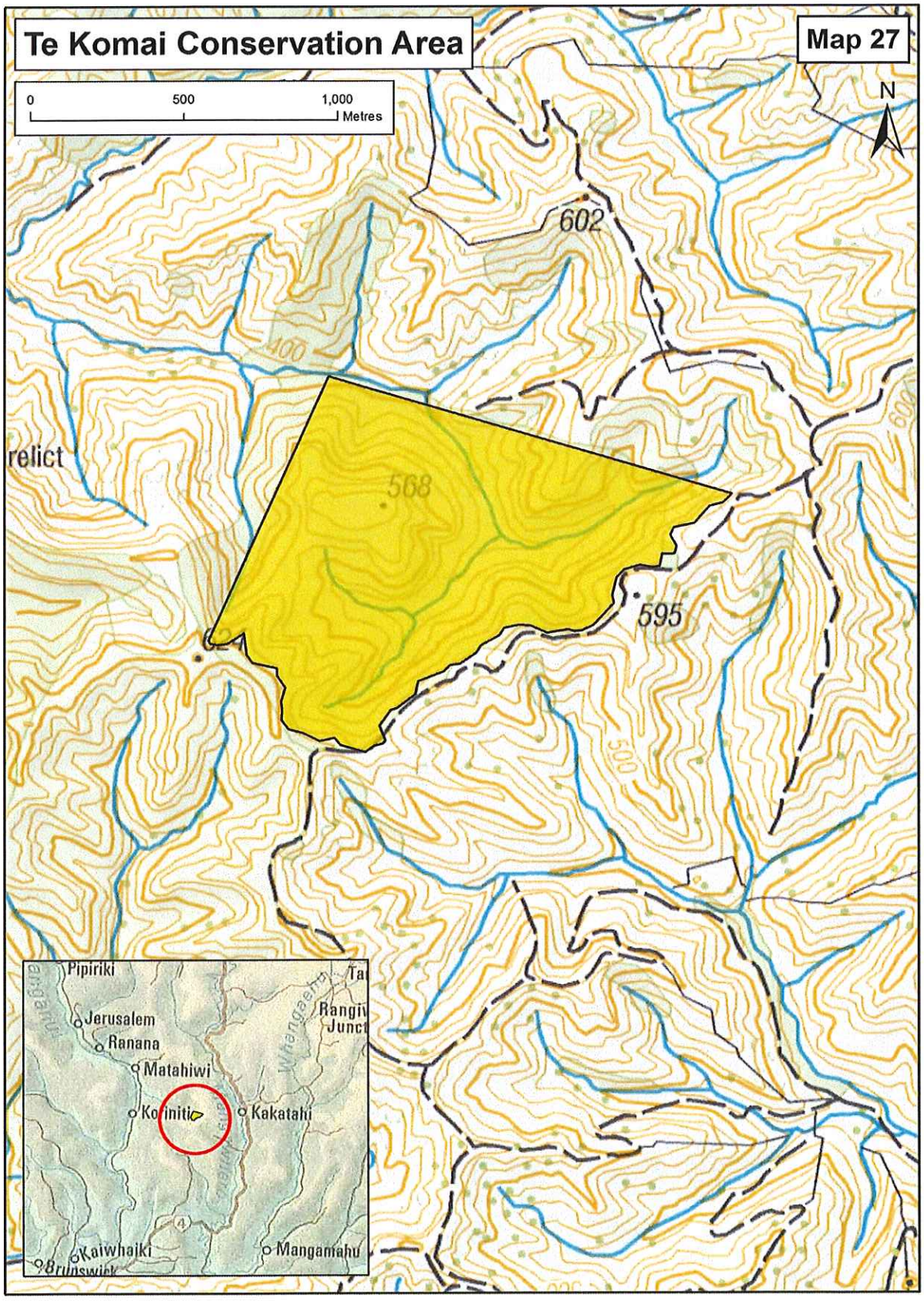

183B Rapanui Road, Westmere (PF1634)
Map 22
0
40
80
Metres
N
Rapanui Road
Lot 6
DP 370109
Lot 9
DP 370109
ROAD
WATT
LIVIN
Lake
Westm
B1V6
125m
Sch
ROAD
90
Westmere
CAMERON
All of Lot 6 DP 370109 and
an undivided 1/5 share
of Lot 9 DP 370109.

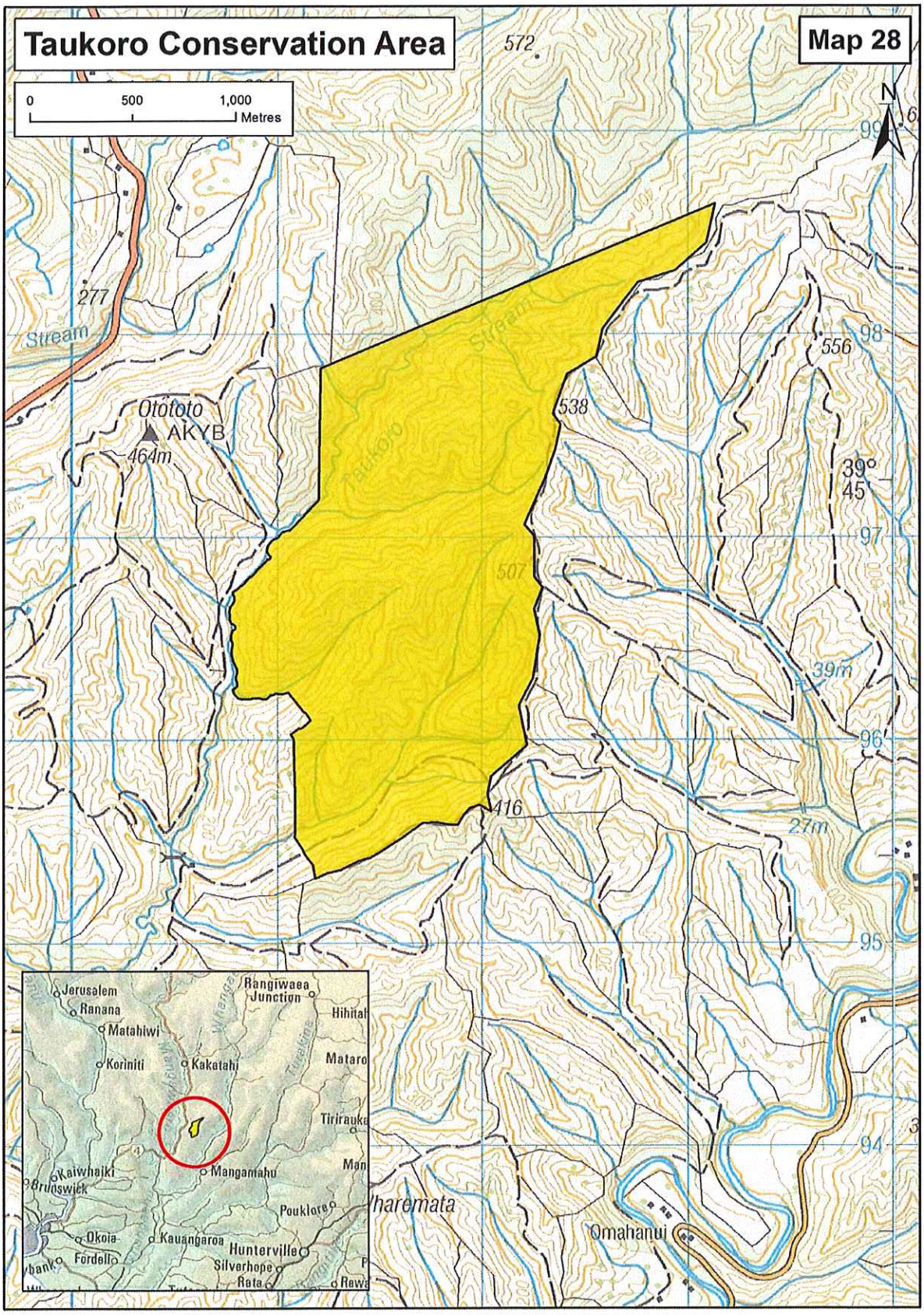

Jean Darcy – Powataunga Overlay
Map 23
0 500 1,000 2,000 3,000
Metres
N
WATERSHED ROAD
Otaupare Stream
Ahuahuili Stream
AHU AHU VALLEY ROAD
MATEMATEAONGA RA
Te Mapou
Raetihi
Ohakune
Pipiriki
Jerusalem
Ranana
Matahiwi
Koriniti
Kakatahi
Ngamatapouri
Paparangi
Waverley
Westmere

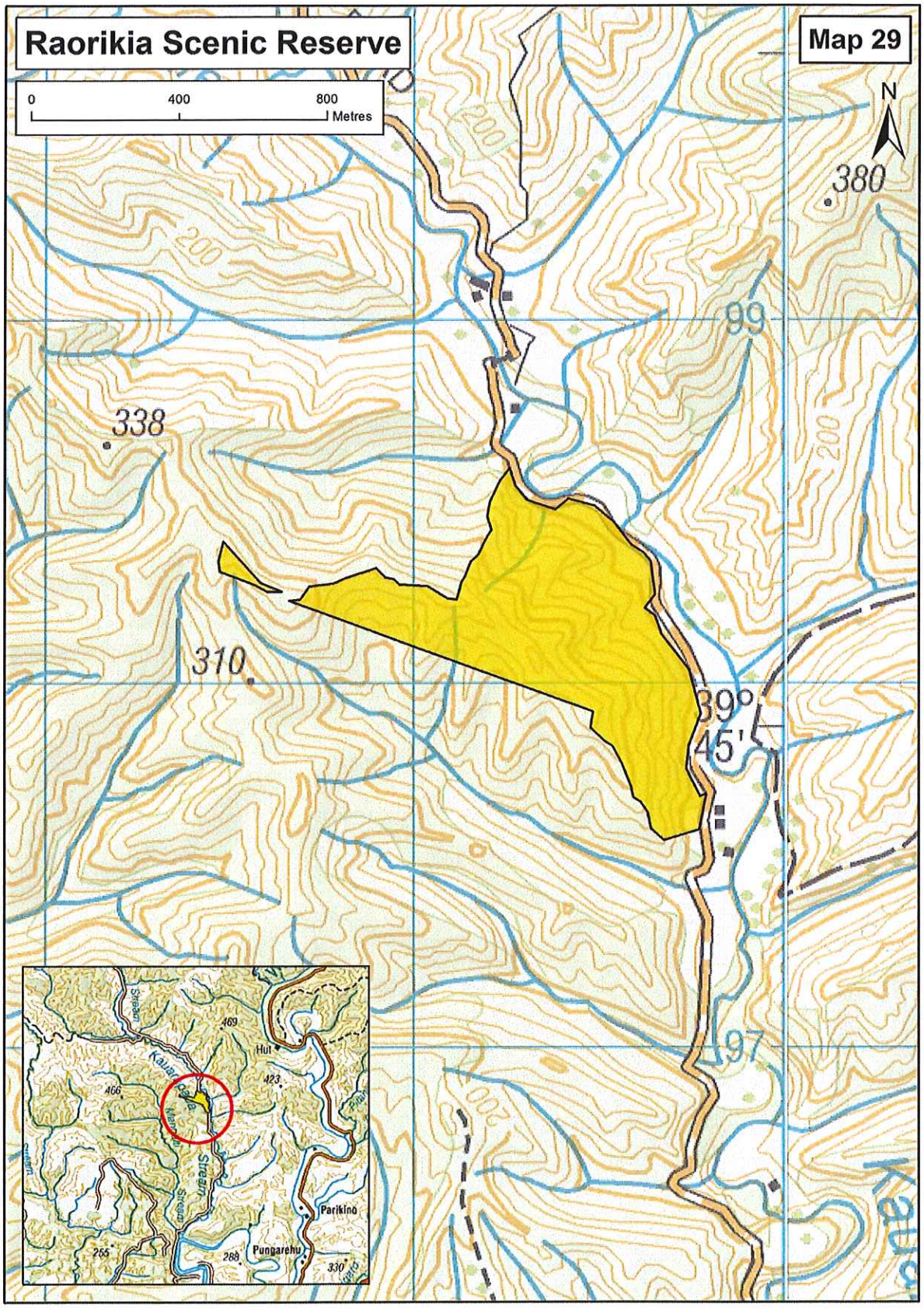

Ahuahu Overlay
Map 24
0 500 1,000 2,000 3,000
Metres
N
Ahuahu Stream
Ahuahu Stream
Stream
Stream
Stream
Stream
Stream
Te Tuhi Landing
Downes hut
Ohakune
Raetihi
Pipiriki
Makakoho
Jerusalem
Ranana
Ngamatapouri
Matahiwi
Koriniti
Kakatahi
Paparanga
Waitotara
Nukumaru
Maxwell
Kai-Iwi
Kaiwhaiki
Brunswick
Mangamahu
Westmere
WANGANUI
Wanganui River
Okoia
Kauangaroa
Fordell
Marybank
Hunterville
Silverhope
KAUARAPAOA ROAD

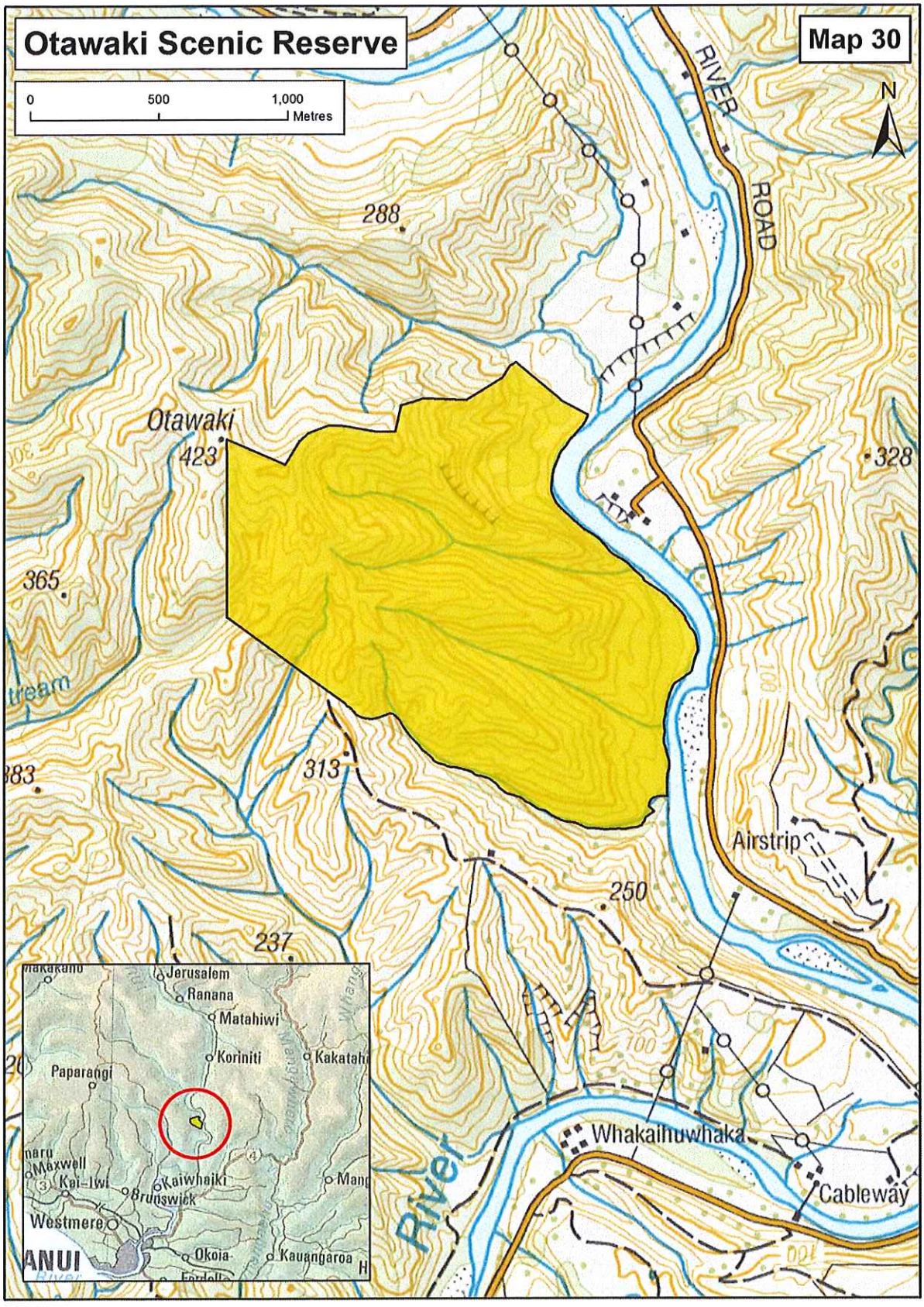

Pitangi Overlay
Map 25
0 500 1,000 2,000
Metres
N
Mangaton Stream
Paotamariki
Tauakira
Hut
MANGAHOWA
Atene Skyline Track
Raetihi
Ohakune
Pipiriki
Jerusalem
Ranana
Matahiwi
Korinti
Kakatahi
Paparangi
Makakaho
Rangiwaea Junction
Tangiwai
Kaiwhaiki
Brunswick
Westmere
Manganahu
Okoia
Kauangaroa
Hunterville
Silverhope
Rata
Fordell
Marybank
Whangaehu
Tutaenui
Pouklore
Kahakaha Stream
Pukowharariki

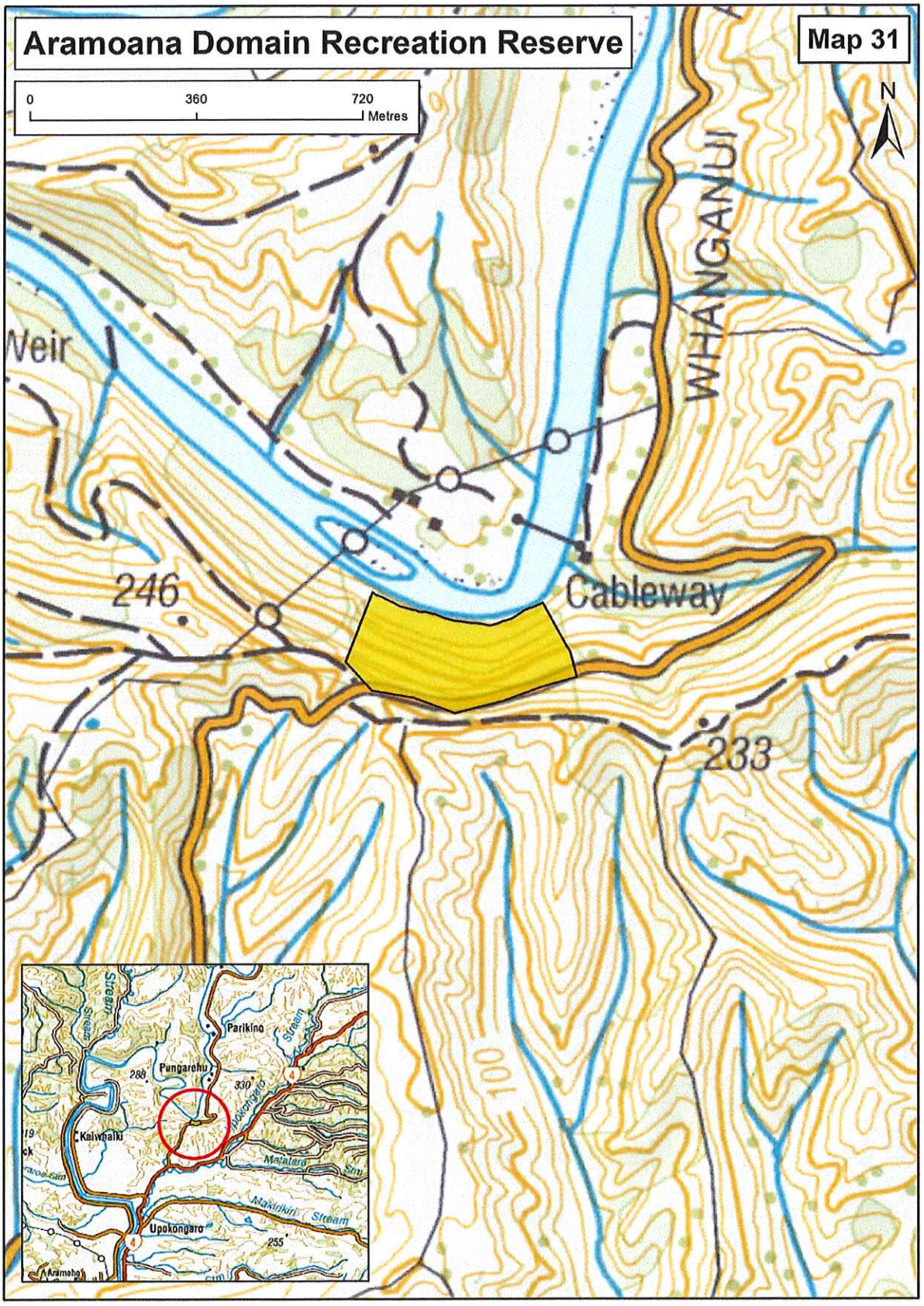

Tokomaru East Overlay
Map 26
0
500
1,000
Metres
N
Wairangi
210
351
505
414
450
473
427
483
466
450
405
359
390
418
345
402
416
406
Mangaiti
405
B9J1
391m
TOKOMARU
EAST
Airstrip
Makakaho
Jerusalem
Ranana
Matahiwi
Koriniti
Paparangi
Waitotara
Nukumaru
Maxwell
Kai-Iwi
Kaiwhaiki
Brunswick
Westmere
WANGANUI
Okoia
Kauan
Fordoll
Marybank

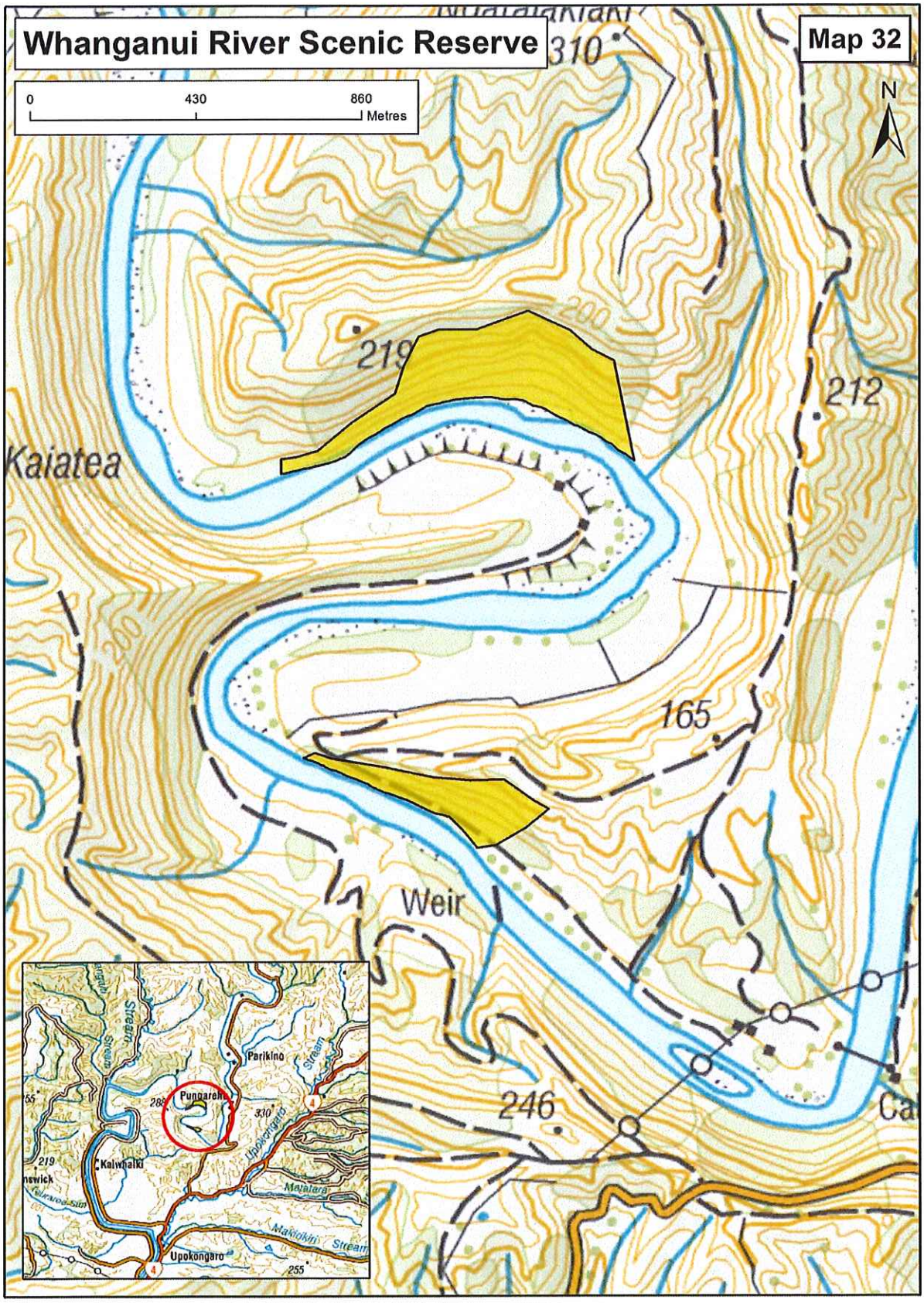

Te Komai Conservation Area
Map 27
0
500
1,000
Metres
N
602
568
595
relict
Pipiriki
Jerusalem
Ranana
Matahiwi
Kakatahi
Kaiwhaiki
Brunswick
Manganuhu

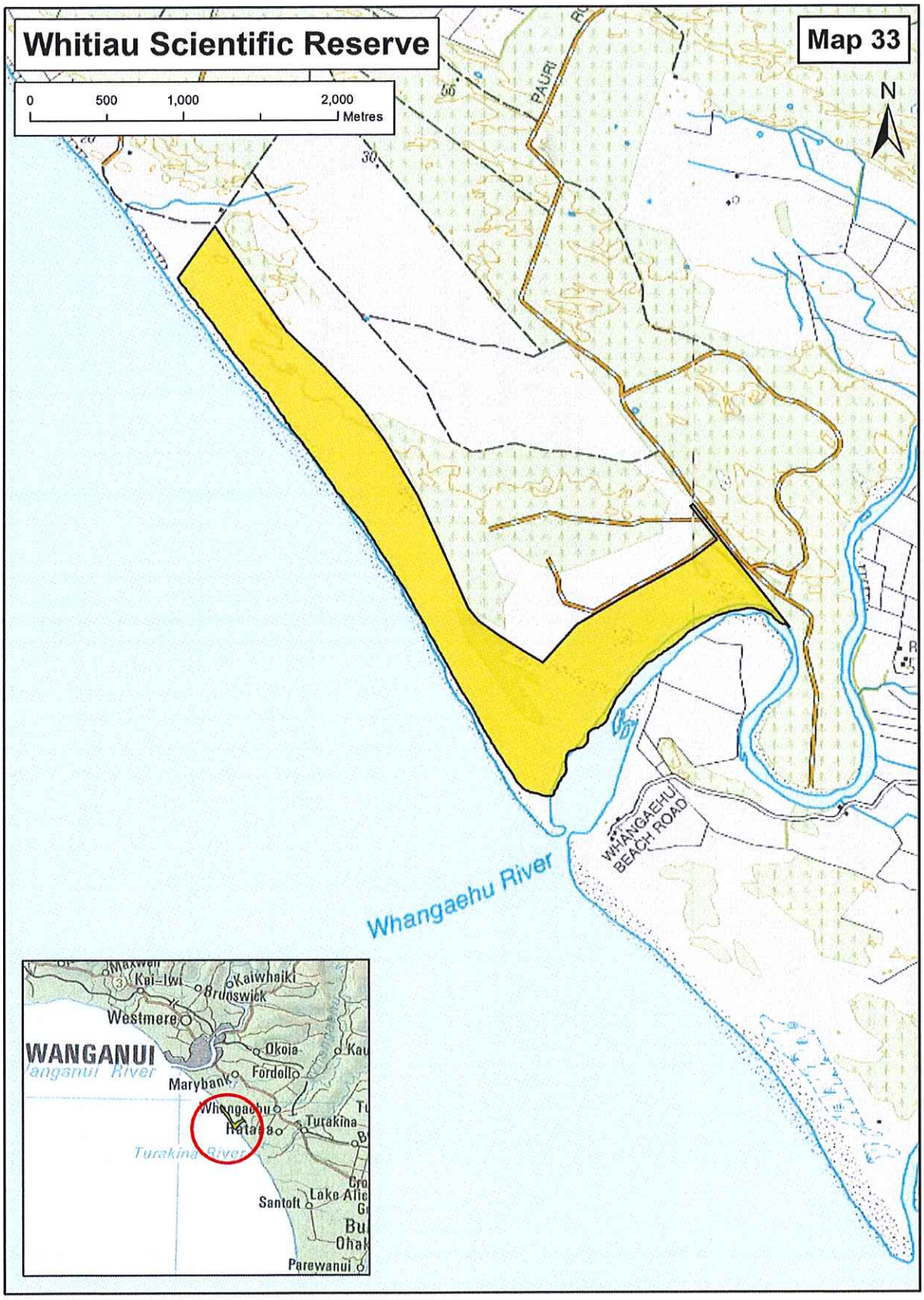

Taukoro Conservation Area
Map 28
0
500
1,000
Metres
N
572
277
Stream
Otototo
AKYB
464m
Taukoro
Stream
538
556
98
39°
45
97
507
39m
96
416
27m
95
94
Jerusalem
Ranana
Matahiwi
Koriniti
Kakatahi
Rangiwaea
Junction
Hihitahi
Mataro
Tiriraukawa
Mangamahu
Kaiwhaiki
Brunswick
Pouklore
Okoia
Fordell
Kauangaroa
Huntervile
Silverhope
Rata
haremata
Omahanui

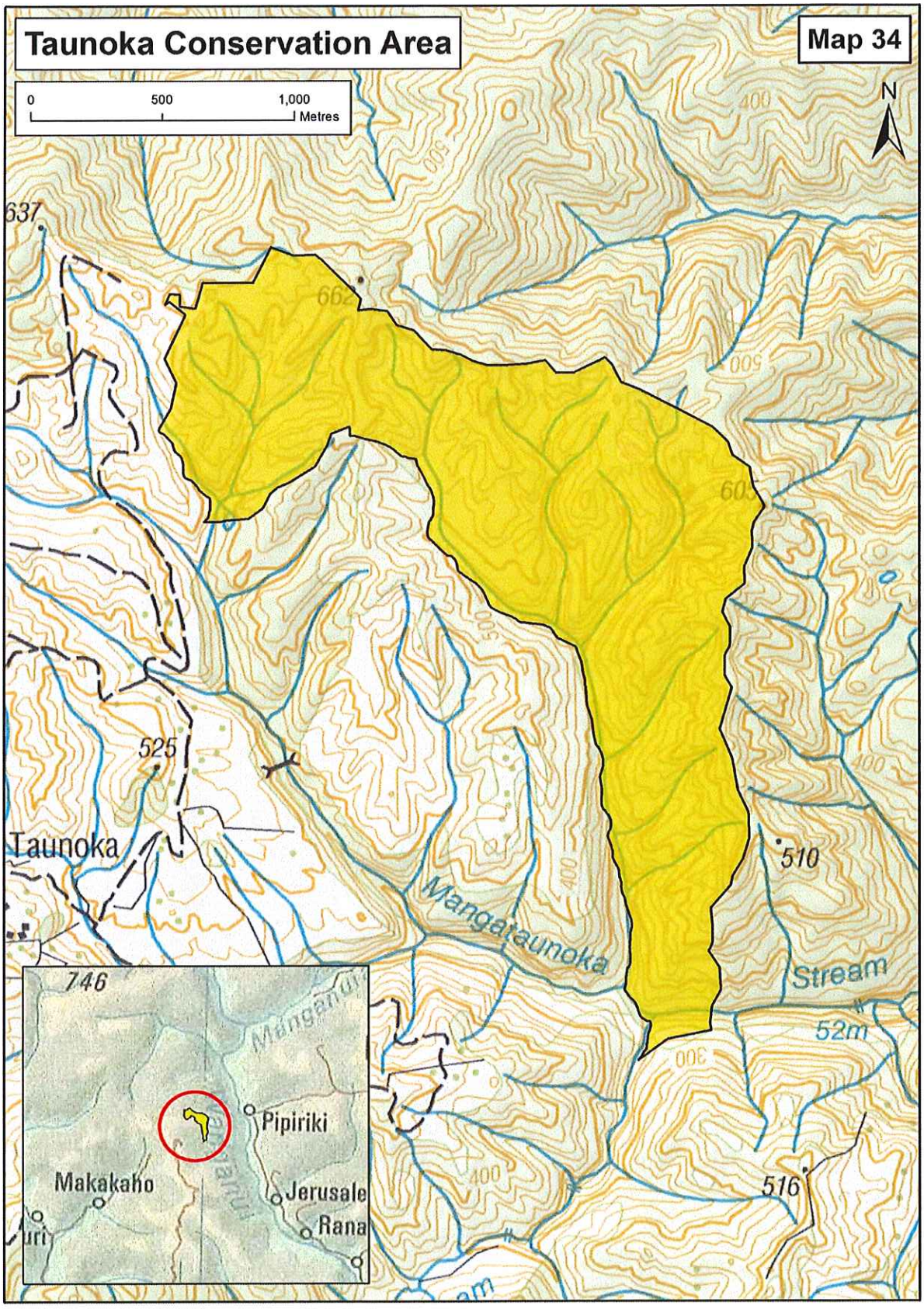

Raorikia Scenic Reserve
Map 29
0
400
800
Metres
N
380
338
310
99
200
39°
45'
97
Hut
Parikino
Pungarehu
469
423
466
255
288
330

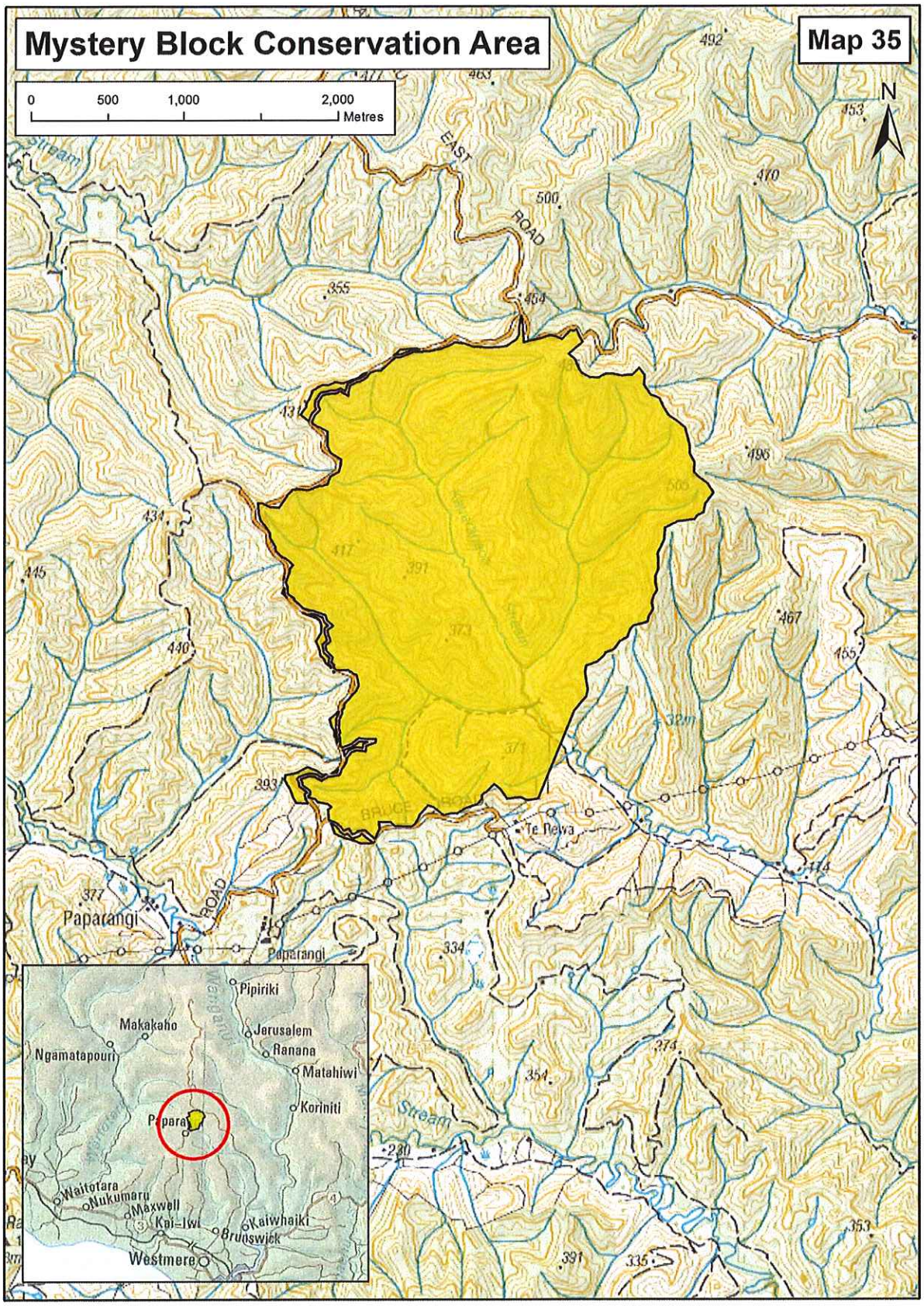

Otawaki Scenic Reserve
Map 30
0
500
1,000
Metres
N
RIVER
ROAD
288
Otawaki
423
328
365
313
Airstrip
250
237
Whakaihuwhaka
Cableway
River
Jerusalem
Ranana
Matahiwi
Koriniti
Paparangi
Maxwell
Kai-Iwi
Kaiwhaiki
Brunswick
Westmere
Okoia
Kauangaroa
ANUI

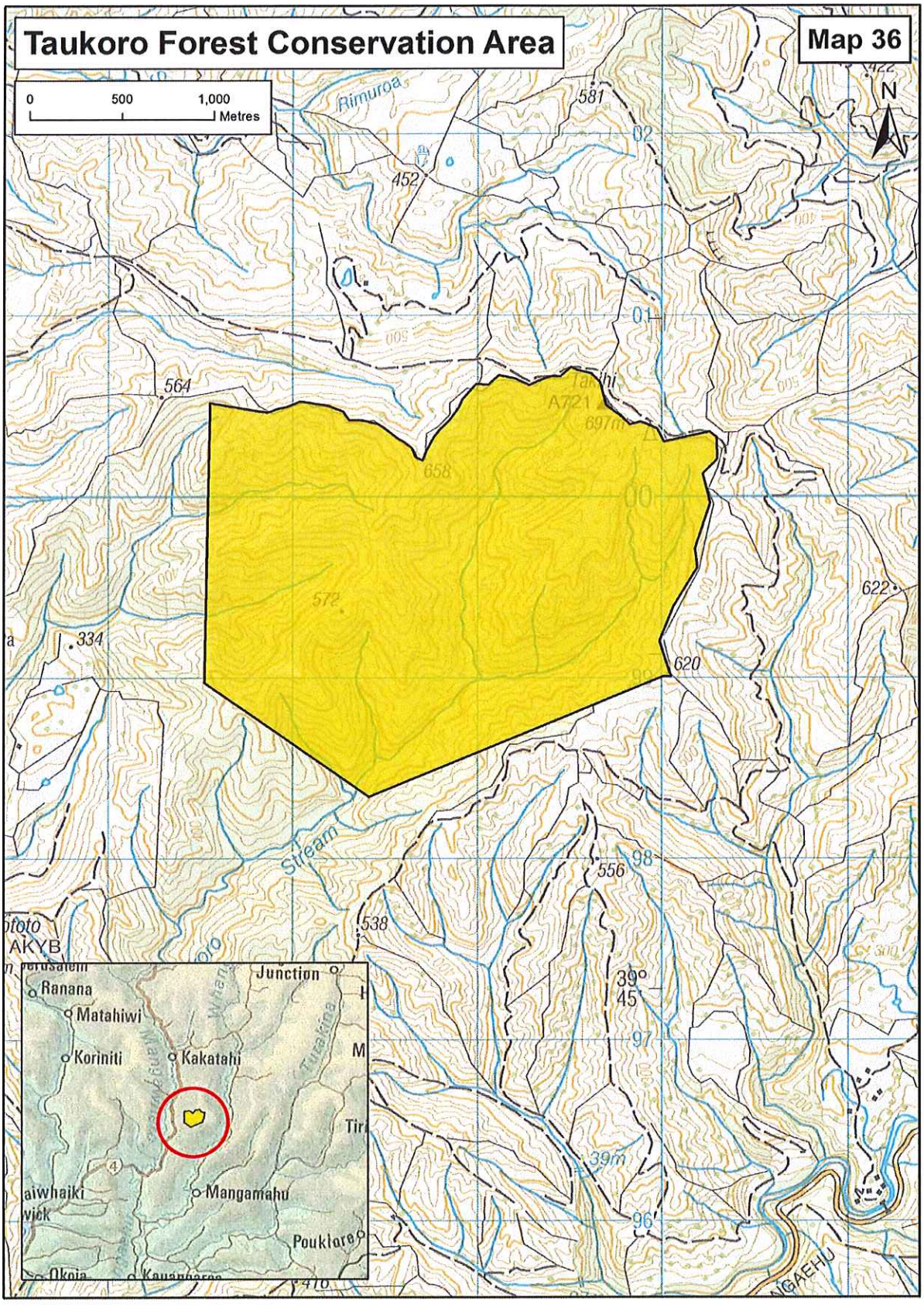

Aramoana Domain Recreation Reserve
Map 31
0
360
720
Metres
N
Weir
WHANGANUI
246
Cableway
233
100
Parikino
Pungarehu
Kaiwhaiki
Upokongaro
Makirikiri Stream
Matatara
Stream

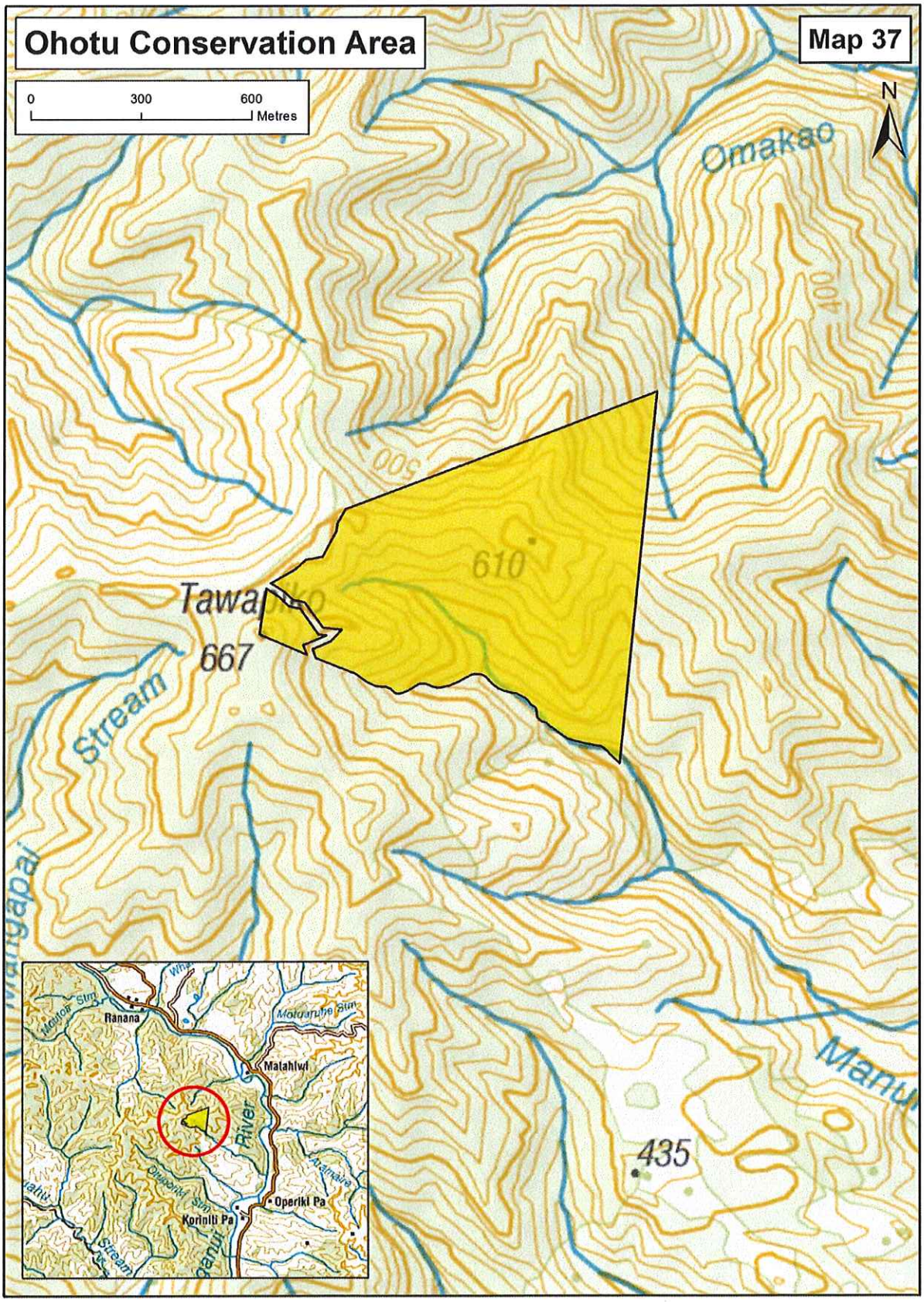

Whanganui River Scenic Reserve
Map 32
0
430
860
Metres
N
310
219
212
Kaiatea
200
100
165
Weir
246
Parikino
Pungarehu
Kaiwhaiki
Upokongaro
Matatara
Makirikiri Stream
Stream

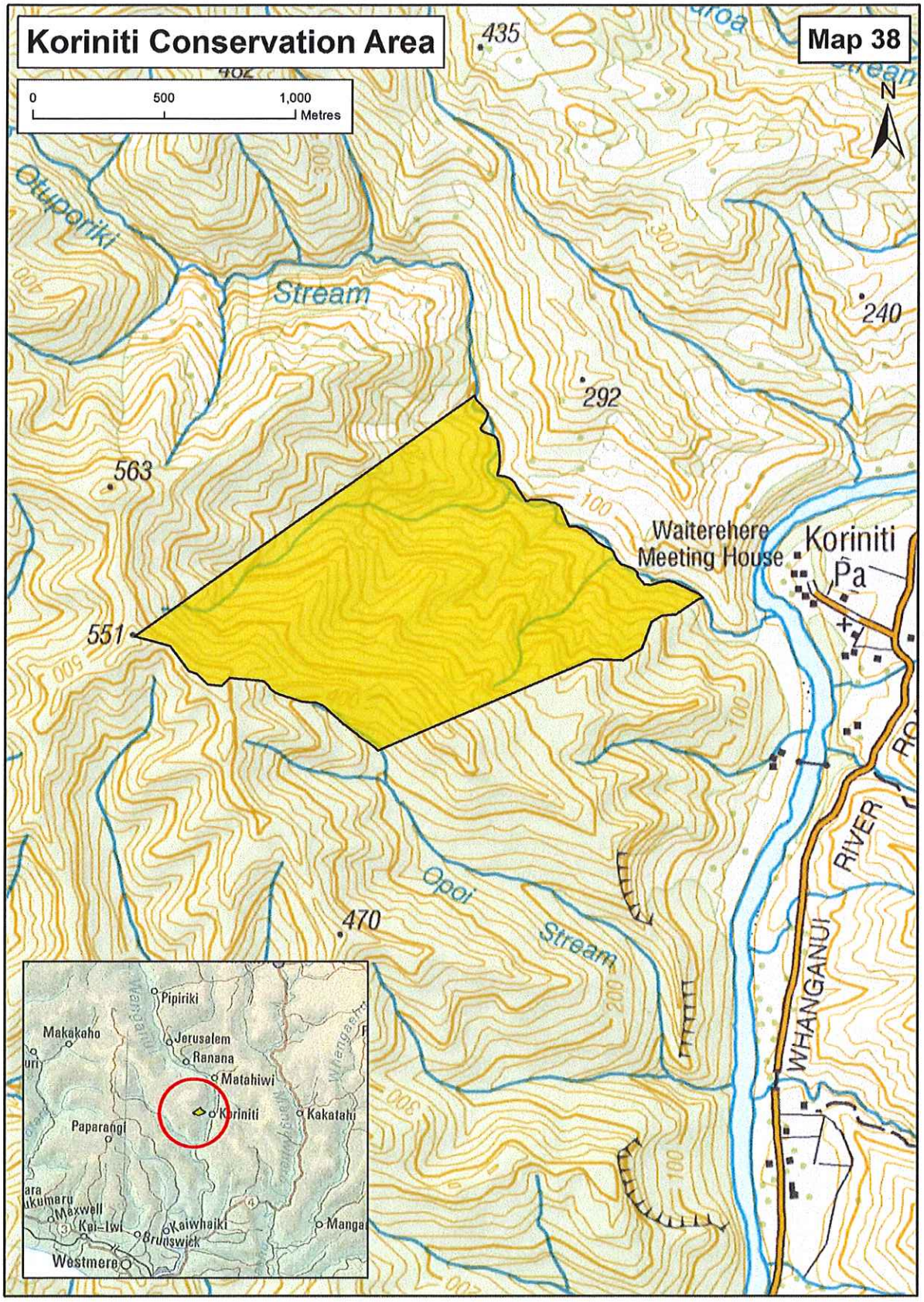

Whitiau Scientific Reserve
Map 33
0
500
1,000
2,000
Metres
N
PAURI
WHANGAEHU BEACH ROAD
Whangaehu River
WANGANUI
Westmere
Kaiwhaiki
Brunswick
Okoia
Fordell
Marybank
Whangaehu
Turakina
Turakina River
Santoft
Parewanui

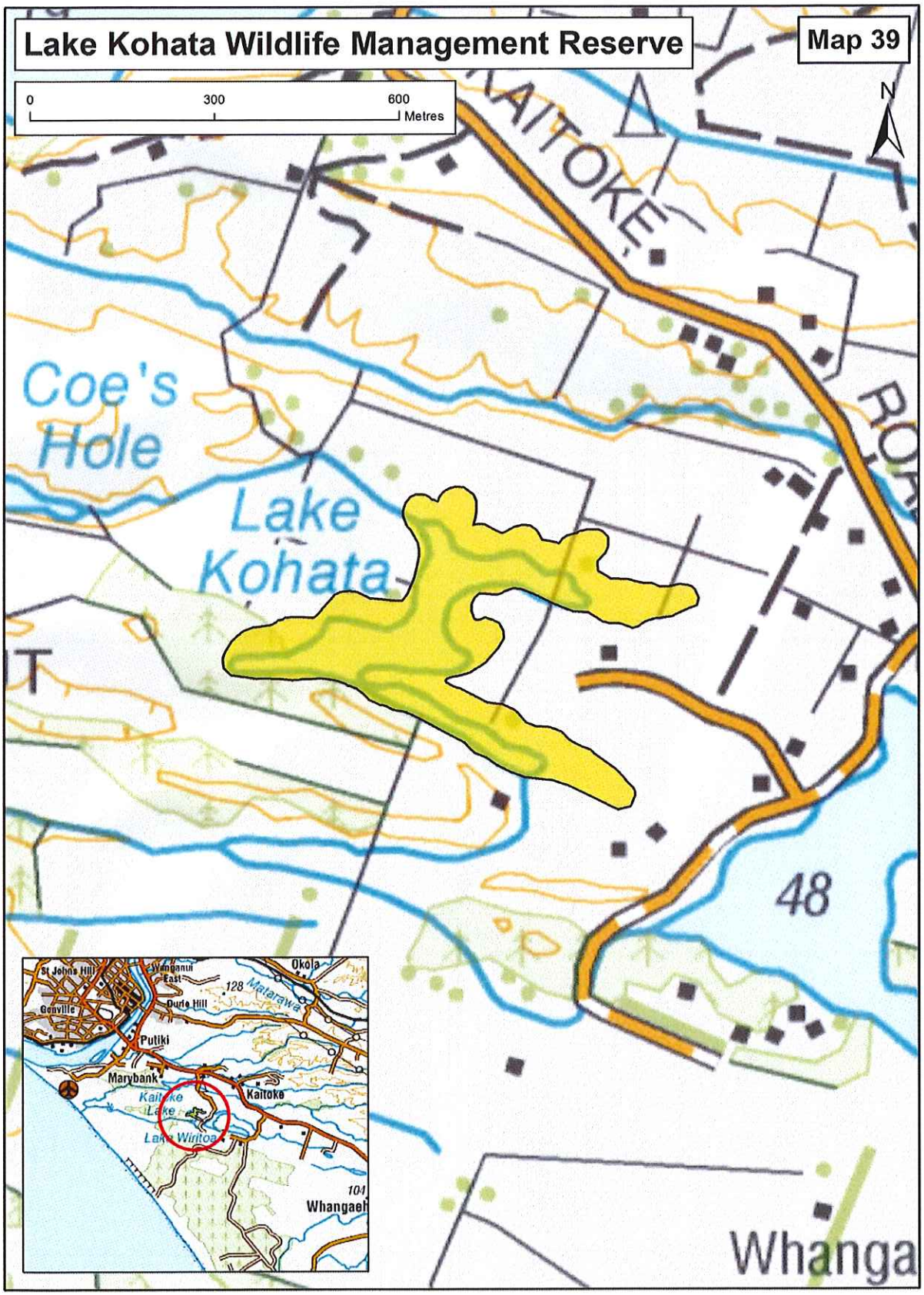

Taunoka Conservation Area
Map 34
0
500
1,000
Metres
N
637
662
525
Taunoka
510
Mangataunoka
Stream
52m
516
746
Pipiriki
Makakaho
Jerusale
Rana

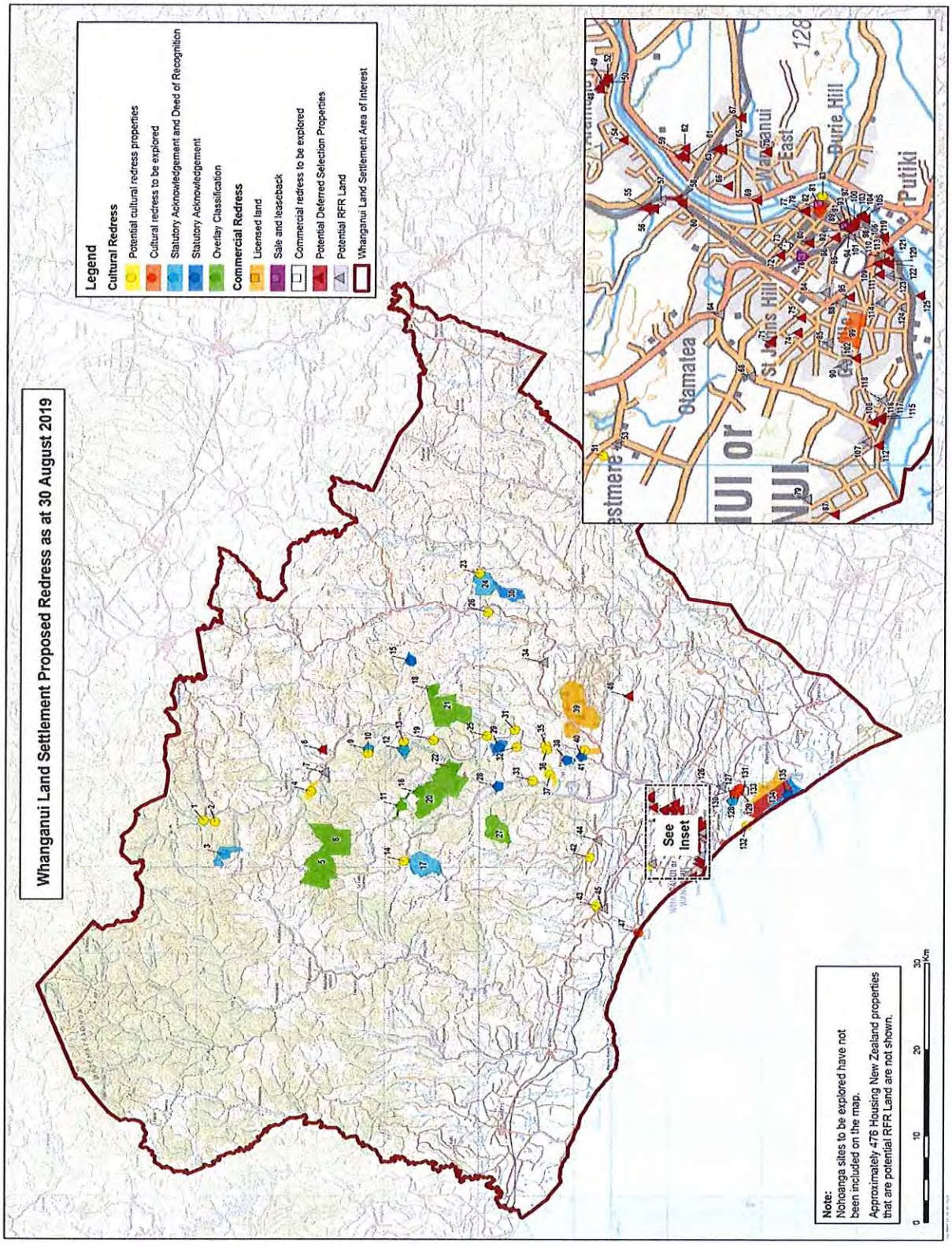

Mystery Block Conservation Area
Map 35
0
500
1,000
2,000
Metres
N
EAST
ROAD
BRUCE
ROAD
Paparangi
Te Rewa
Pipiriki
Makakaho
Jerusalem
Ngamatapouri
Ranana
Matahiwi
Koriniti
Waitotara
Nukumaru
Maxwell
Kai-Iwi
Kaiwhaiki
Brunswick
Westmere


Taukoro Forest Conservation Area
Map 36
0
500
1,000
Metres
N
Rimuroa
581
452
564
Takihi
A721
697m
658
572
334
620
622
Stream
556
538
AKYB
39
45
39m
Junction
Ranana
Matahiwi
Koriniti
Kakatahi
Mangamahu
Pouklore


Ohotu Conservation Area
Map 37
0
300
600
Metres
N
Omakao
610
667
Stream
435
Ranana
Matahiwi
River
Operiki Pa
Korinlti Pa


Koriniti Conservation Area
Map 38
0
500
1,000
Metres
N
435
240
292
563
551
470
Otuparíki
Stream
Waiterehere
Meeting House
Koriniti
Pa
Opai
Stream
WHANGANUI
RIVER
Pipiriki
Makakaho
Jerusalem
Ranana
Matahiwi
Koriniti
Kakatahi
Paparangi
Maxwell
Kai-Iwi
Kaiwhaiki
Brunswick
Westmere
Manga


Lake Kohata Wildlife Management Reserve
Map 39
0
300
600
Metres
N
KAITOKE
Coe's Hole
Lake Kohata
48
Whanga
St Johns Hill
Wanganui East
Okoia
128
Matarawa
Durie Hill
Gonville
Putiki
Marybank
Kaitoke
Kaitoke Lake
Lake Wiritoa
101
Whangaeh

ATTACHMENT 5: WHANGANUI LAND SETTLEMENT PROPOSED REDRESS MAP

1. This map is included for information purposes only and indicates the general locations of the proposed redress set out in this agreement in principle.