

TE RŪNANGA O NGĀTI APA
SOCIETY INCORPORATED

and

HER MAJESTY THE QUEEN
in right of New Zealand

**Agreement in Principle
for the Settlement of the Historical Claims of
Ngāti Apa (North Island)**

12 July 2007

Negotiations to Date

- 1 On 16 November 2004, the Crown recognised the mandate of Te Rūnanga o Ngāti Apa Society Incorporated (**Te Rūnanga o Ngāti Apa**) to negotiate, on behalf of Ngāti Apa (North Island), an offer for the settlement of their Historical Claims.
- 2 On 27 July 2005, the parties entered into Terms of Negotiation (the **Terms of Negotiation**), which set out the scope, objectives and general procedure for negotiations.
- 3 Negotiations have now reached a stage where the parties wish to enter this Agreement in Principle recording that they are willing to settle the Historical Claims by entering into a Deed of Settlement on the basis set out in this Agreement in Principle.

General

- 4 This Agreement in Principle contains the nature and scope of the Crown's offer to settle the Historical Claims.
- 5 The redress offered to Ngāti Apa (North Island) to settle the Historical Claims comprises three main components. These are:
 - a Historical Account, Crown Acknowledgements and Crown Apology;
 - b Cultural Redress; and
 - c Financial and Commercial Redress.
- 6 Following the signing of this Agreement in Principle, the parties will work together in good faith to develop, as soon as reasonably practicable, a Deed of Settlement. The Deed of Settlement will include the full details of the redress the Crown is to offer to settle the Historical Claims and all other necessary matters. The Deed of Settlement will be conditional on the matters set out in paragraph 88 of this Agreement in Principle.
- 7 The Crown and Te Rūnanga o Ngāti Apa each reserve the right to withdraw from this Agreement in Principle by giving written notice to the other party.
- 8 This Agreement in Principle is entered into on a without prejudice basis. It:
 - a is non-binding and does not create legal relations; and
 - b cannot be used as evidence in any proceedings before, or be presented to, the Courts, the Waitangi Tribunal and any other judicial body or tribunal.
- 9 The Terms of Negotiation between Te Rūnanga o Ngāti Apa and the Crown continue to apply to the negotiations except to the extent affected by this Agreement in Principle.
- 10 Key terms used in this document are defined in paragraph 94.

Historical Account, Crown Acknowledgements, and Crown Apology

- 11 The Historical Account, Crown Acknowledgments and Apology are the cornerstone of the Crown's settlement offer. The Deed of Settlement will contain an agreed Historical Account that outlines the historical relationship between the Crown and Ngāti Apa (North Island).
- 12 On the basis of the Historical Account, the Crown will acknowledge in the Deed of Settlement that certain actions or omissions of the Crown were a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown will then offer an apology to Ngāti Apa (North Island) in the Deed of Settlement for the acknowledged Crown breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown Apology will be developed following the signing of this Agreement in Principle.
- 13 A draft of a substantively agreed Historical Account is attached as **Attachment 2**. The draft Crown Acknowledgements are attached as **Attachment 3**. The attached Historical Account and Crown Acknowledgments may be subject to further editing and amendment as the Crown and Te Rūnanga o Ngāti Apa agree is necessary.

Cultural Redress

Cultural Redress Overview

- 14 The Cultural Redress package is based on factors such as the nature and extent of claims, the redress sought by Te Rūnanga o Ngāti Apa and the instruments available to the Crown. Certain cultural redress instruments are designed to recognise the historical and cultural interests of Ngāti Apa (North Island).
- 15 There are two main components of this package:
 - a cultural revitalisation; and
 - b cultural reconnection.
- 16 Some key components being provided in this offer are unique to this claim and have arisen from the aspirations of Ngāti Apa (North Island) as articulated by Te Rūnanga o Ngāti Apa to the Crown during these negotiations.
- 17 All items of cultural redress are subject to the following being resolved before a Deed of Settlement is signed:
 - a the Crown confirming that any overlapping claim issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and
 - b any other conditions set out below relating to specific items of cultural redress.
- 18 Unless otherwise specified, the value of the cultural redress is not off-set against the Financial and Commercial Redress Amount.
- 19 Overview maps showing the general location, by region, of all cultural redress sites (including the Papakainga Properties and Wāhi Tapu Properties) referred to in this section are included in **Attachment 4**. Maps for each site are included in **Attachment 5**.

Cultural Revitalisation

- 20 The objective of cultural revitalisation redress is to assist Ngāti Apa (North Island) to rebuild, reclaim and promote Ngāti Apa (North Island) tikanga and consists of the following elements:
 - a Papakainga Properties – meeting Ngāti Apa (North Island)'s aspiration of re-establishing papakainga throughout the rohe;
 - b preparation of a cultural redevelopment plan – provision of funding to assist with the employment by the Governance Entity of a cultural development advisor with the objective of preparing and obtaining agreement of Ngāti Apa (North Island) to a long-term cultural redevelopment plan;

- c pūtea for cultural redevelopment – provision of funds to assist with the implementation of the cultural redevelopment plan; and
- d pūtea for historical record – provision of funds to assist with compiling a comprehensive historical record.

Papakainga Properties

21 The Deed of Settlement and the Settlement Legislation will provide for the Papakainga Properties, as set out in Table 1 below, to be vested in fee simple estate for nil consideration in the Governance Entity on Settlement Date. The vestings will be subject to the specific conditions and encumbrances noted in or referred to in Table 1 and in paragraphs 46 to 49. Maps of the Papakainga Properties are included in **Attachment 5**.

TABLE 1 – PAPAKAINGA PROPERTIES

Site	Region	Legal Description (All properties held within the Wellington Land District)	Specific conditions or encumbrances (known at the time of Agreement in Principle)
AgResearch Lands	Papawhenua	9.2800 ha more or less being Section 2 SO 37105, as shown on Map 1	Refer paragraphs 22 and 23 below.
Parewanui School	Papawhenua	0.9105 ha more or less being Part Section 25 Rangitikei District, as shown on Map 2	Including the improvements.
Part of the Santoft Forest	Ngā Ariki	Up to 10.00 ha approximately (subject to survey) within Lots 1 and 2 DP 70428, Lot 1 DP 70431, Lot 1 DP 70435, and Lot 1 DP 70438, as shown on Map 3	Subject to consultation with the Crown Forest Licensee. Suitable access to be agreed.
Part of the Lismore Sands Forest	Ngāti Rangiwahakaturia me Taitapu	Up to 10.00 ha approximately (subject to survey) within Lots 1, 2 and 3 DP 70437, as shown on Map 4	Subject to consultation with the Crown Forest Licensee. Suitable access to be agreed.
Kauangaroa School	Ngāti Huru and others	1.8123 ha more or less being Part Kauangaroa Block 3E and Kauangaroa 3G9, as shown on Map 5	Including the improvements.

AGRESEARCH LANDS

- 22 The AgResearch Lands are not owned by the Crown. The Crown intends to purchase, at fair market value, 9.28 hectares of land currently owned by AgResearch Limited (as described in Table 1) (the **AgResearch Lands**) to enable it to vest the fee simple estate in the AgResearch Land in the Governance Entity as cultural redress on Settlement Date. This purchase and therefore the vesting in the Governance Entity will be subject to the Crown agreeing terms and conditions with AgResearch Limited that are acceptable to the Crown.
- 23 In addition, the vesting will be subject to any existing rights or encumbrances, including section 31 of the Crown Research Institutes Act 1992 and satisfactory arrangements with the Rangitikei District Council in respect of subdivision.

Preparation of cultural redevelopment plan

- 24 The Deed of Settlement will provide that the Crown will, on Settlement Date, provide to the Governance Entity \$160,000 to employ the services of a cultural development advisor for two years with the objective of preparing and obtaining agreement of Ngāti Apa (North Island) to a long-term cultural redevelopment plan. The Crown, through the Department of Internal Affairs, is willing to provide monitoring support for the cultural development advisor, in a way that is similar to those supported under the Local Government and Community Branch of the Department of Internal Affairs.
- 25 The amount referred to in paragraph 24 above will form part of the Financial and Commercial Redress Amount as described in paragraph 60a.
- 26 The Crown is willing to explore with Te Rūnanga o Ngāti Apa the possibility of transferring the amount referred to in paragraph 24 above prior to Settlement Date, subject to Te Rūnanga o Ngāti Apa obtaining ratification which the Crown considers appropriate, of this proposal from Ngāti Apa (North Island) following the initialling of a Deed of Settlement.

Pūtea (funds) for implementation of the cultural redevelopment plan

- 27 The Deed of Settlement will provide that the Crown will, on Settlement Date, provide to the Governance Entity \$500,000 to assist with the implementation of the cultural redevelopment plan, for uses such as:
- a marae development; and
 - b engaging in current programmes or initiatives that focus on particular areas such as te reo, arts, taonga, or mātauranga that Ngāti Apa (North Island) wish to prioritise for cultural revitalisation.
- 28 The amount referred to in paragraph 27 above will form part of the Financial and Commercial Redress Amount as described in paragraph 60a.

- 29 The Crown is willing to explore with Te Rūnanga o Ngāti Apa the possibility of transferring the amount referred to in paragraph 27 above prior to Settlement Date, subject to Te Rūnanga o Ngāti Apa obtaining ratification which the Crown considers appropriate, of this proposal from Ngāti Apa (North Island) following the initialling of a Deed of Settlement.

Pūtea for historical record

- 30 The Deed of Settlement will provide that the Crown will, on Settlement Date, provide to the Governance Entity \$340,000 to assist with compiling a comprehensive historical record.
- 31 \$140,000 of the amount referred to in paragraph 30 above will form part of the Financial and Commercial Redress Amount as described in paragraph 60a.
- 32 The Crown is willing to explore with Te Rūnanga o Ngāti Apa the possibility of transferring the amount referred to in paragraph 30 above prior to Settlement Date, subject to Te Rūnanga o Ngāti Apa obtaining ratification which the Crown considers appropriate, of this proposal from Ngāti Apa (North Island) following the initialling of a Deed of Settlement.

Cultural Reconnection

Protocols

- 33 A protocol is a statement issued by a Minister of the Crown setting out how a particular government agency intends to:
- a exercise its functions, powers and duties in relation to specified matters within its control in the claimant group's protocol area; and
 - b consult and interact with the claimant group on a continuing basis and enable that group to have input into its decision-making processes.
- 34 The Deed of Settlement and the Settlement Legislation will provide for the following Ministers to issue protocols to the Governance Entity:
- a the Minister of Conservation;
 - b the Minister for Arts, Culture and Heritage; and
 - c the Minister of Fisheries.
- 35 The Crown proposes that the protocols will be on similar terms, in substance, to those provided in previous Treaty settlements. Following the signing of this Agreement in Principle, the content of the protocols will be drafted and agreed between the parties for inclusion in the Deed of Settlement. All protocols will be developed to comply with the applicable legislation. In each case, the protocol areas will be the same as the Area of Interest (as shown in **Attachment 1**), together with adjacent coastal waters, to the extent that adjacent waters are covered by the applicable legislation. The matters that the Crown proposes each of the protocols will cover are set out below.

CONSERVATION PROTOCOL

- 36 The Conservation Protocol could cover matters such as:
- a input into business planning and conservation management at the Area Office level;
 - b access to, and the use of, cultural materials gathered from public conservation land for traditional purposes;
 - c the management of cultural and historic heritage sites, including wāhi tapu and wāhi taonga, and other places of historical and cultural significance to Ngāti Apa (North Island) on public conservation land;
 - d visitor and public information, in particular, opportunities for input into visitor appreciation;
 - e input by the Governance Entity into the Department's species management work;
 - f co-operation on freshwater fisheries;
 - g consultation on the Department's pest control operations;
 - h co-operation on advocacy under the Resource Management Act 1991, particularly in relation to the protection and restoration of wetlands;
 - i consultation with the Governance Entity on conditions for protection of wāhi tapu and taonga when considering concession applications;
 - j participation by the Governance Entity in any name changes instituted by the Department;
 - k identification of special projects by the Governance Entity for inclusion in the Department's business planning process; and
 - l confidentiality mechanisms for the protection of culturally sensitive information.

TAONGA TŪTURU PROTOCOL

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

FISHERIES PROTOCOL

- 38 The Fisheries Protocol could cover the following matters:

- a recognition of the interests of Ngāti Apa (North Island) in taonga fish species and marine aquatic life;
- b development of sustainability measures, fisheries regulations and fisheries plans;
- c management of customary non-commercial fisheries;
- d research planning;
- e consultation on the Ministry of Fisheries annual business plan;
- f consultation on contracting for services; and,
- g where relevant and appropriate, consultation on employment of staff with non-commercial fisheries responsibilities.

Relationship Agreement with the Ministry for the Environment

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

Letters of Introduction

- 40 The Crown will further discuss with Te Rūnanga o Ngāti Apa the proposal for the Minister in Charge of Treaty of Waitangi Negotiations to write letters to Crown Ministers responsible for certain policy departments introducing the Governance Entity to those Ministers.

Wāhi Tapu Properties

- 41 The Deed of Settlement and the Settlement Legislation will provide for the Wāhi Tapu Properties, as set out in Table 2 below, to be vested in fee simple estate for nil consideration in the Governance Entity on Settlement Date. The vestings will be subject to the specific conditions and encumbrances noted in or referred to in Table 2 and in paragraphs 46 to 49. Maps of the Wāhi Tapu Properties are included in **Attachment 5**.

TABLE 2: WĀHI TAPU PROPERTIES

Site	Region	Legal Description (All properties held within the Wellington Land District)	Specific conditions or encumbrances (known at the time of Agreement in Principle)
Pukepuke Lagoon House (Pukepuke Lagoon Conservation Area)	Papawhenua	Up to an area of 0.27 ha within Section 798 Town of Carnarvon, as shown on Map 6	Including the improvements.
Waimahora Stream Site (Waimahora Swamp Conservation Area)	Ngā Ariki	19.44 ha more or less being Part Section 400 Rangitikei District, as shown on Map 7	Subject to a conservation covenant to preserve conservation values.
Bed of Lake Koitiata (Lake Koitiata Wildlife Management Reserve)	Ngā Ariki	41.4650 ha more or less being Section 492 Rangitikei District (including the adjoining lands), as shown on Map 8	Subject to the existing wildlife management reserve status (including continued public access). Will not confer any rights or obligations in relation to the waters of the lake or the aquatic life in the lake (other than plants attached to the lakebed).
Marton Golf Course (Marton Golf Club Recreation Reserve)	Ngā Ariki	50.8259 ha more or less being Section 356 Rangitikei District, as shown on Map 9	Subject to the existing recreation reserve status. Subject to the existing lease held in perpetuity by the Marton Golf Club Incorporated.
Bed of Lake William	Ngā Ariki	Not fully owned by the Crown. Refer paragraphs 42 to 44 below.	
Motu Karaka (Part of the Whitiāu Scenic Reserve)	Ngāti Rangiwahakaturia me Taitapu	Up to 28.00 ha (subject to survey) (or the total area within the Area of Interest) within Section 545 Left Bank Wanganui River, as shown on Map 10	Subject to the existing scenic reserve status (including continued public access).

WITHOUT PREJUDICE
NGĀTI APA (NORTH ISLAND) AGREEMENT IN PRINCIPLE

Site	Region	Legal Description (All properties held within the Wellington Land District)	Specific conditions or encumbrances (known at the time of Agreement in Principle)
Ruatangata Site	Ngāti Rangiwahakaturia me Taitapu	9.0 ha approximately (subject to survey) being Part Railway Land, as shown on Map 11	Subject to the existing lease.
Pakiki (Maungamahu Scenic Reserve)	Ngāti Huru and others	19.8480 ha more or less being Lots 1, 2 and 3 DP 47116 and Section 10 Block XI Mangawhero Survey District, as shown on Map 12	Subject to the existing scenic reserve status (including continued public access).
Lake Ngaruru Site (Omango Conservation Area)	Ngāti Huru and others	1.2141 ha more or less being Section 129 Paraekaretu District, as shown on Map 13	Subject to a conservation covenant to preserve the conservation values.
Pakapakatea (Rangitikei No 1 Local Purpose Reserve)	Tuariki	18.6257 ha more or less being Sections 71 and 80 Block XV Rangitoto Survey District and Section 282 Town of Sandon, as shown on Map 14	Subject to the existing local purpose reserve status (including continued public access), being controlled and managed by Horizons Regional Council, and existing leases.
Bed of Lake Hickson	Tuariki	Not owned by the Crown. Refer paragraphs 42 to 44 below.	
Waitapu (Rangitikei No 4 Local Purpose Reserve)	Tuariki	12.0394 ha more or less being Section 13 Block XIII Onga Survey District, as shown on Map 15	Subject to the existing local purpose reserve status (including continued public access), being controlled and managed by Horizons Regional Council, and existing leases.
Kiwitea Stream Site (Junction Recreation Reserve)	Tuariki	Up to 1.0 ha (subject to survey) within Section 101 Block XIII Apiti Survey District, as shown on Map 16	Subject to a conservation covenant to preserve conservation values.

Beds of Lakes Hickson and William

- 42 The Crown intends to purchase, at fair market value, the bed of Lake Hickson and that part of the bed of Lake William currently in Landcorp ownership (refer **Map 17**) (the **Landcorp Lakes**) to enable it to vest the fee simple estate of the Landcorp Lakes in the Governance Entity as cultural redress on Settlement Date. This purchase and therefore the vesting in the Governance Entity will be subject to the Crown agreeing terms and conditions with Landcorp that are acceptable to the Crown.
- 43 In addition, the vesting of the Landcorp Lakes will be subject to an open space covenant in favour of the Queen Elizabeth II Trust (the **QEII Covenant**) that is designed to protect and enhance the natural character and conservation values. The Crown will also obtain easements for foot access to the Landcorp Lakes.
- 44 The Deed of Settlement and Settlement Legislation will also provide for the vesting in fee simple for nil consideration to the Governance Entity, that part of the bed of Lake William that is currently in Crown ownership (refer **Map 17**). The vesting of this part of Lake William will not be subject to the QEII Covenant.
- 45 The vesting in fee simple of the beds of Lakes Hickson and William will not confer any rights or obligations in relation to the waters of the lakes or the aquatic life in the lakes (other than plants attached to the lakebeds).

Conditions for Papakainga and Wāhi Tapu Properties

- 46 The vesting of the Papakainga Properties and Wāhi Tapu Properties is subject to (where relevant):
- a final negotiations with Landcorp Farming Limited and AgResearch Limited on the transfer of the Landcorp Lakes and the Agresearch Lands;
 - b further identification and survey of sites;
 - c confirmation that no prior offer back or other third party right, such as those under the Public Works Act 1981, exists in relation to the site and that any other statutory provisions that must be complied with before the site can be transferred are complied with;
 - d any specific conditions or encumbrances included, or referred to, in Tables 1 and 2 above;
 - e any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the site to be transferred, either existing at the date the Deed of Settlement is signed, or which are advised in the disclosure information as requiring to be created;

- f the rights or obligations at the Settlement Date of third parties in relation to fixtures, structures or improvements;
 - g Part 4A of the Conservation Act 1987 and the creation of marginal strips except as expressly provided;
 - h sections 10 and 11 of the Crown Minerals Act 1991;
 - i any other specific provisions relating to the Papakainga Properties and Wāhi Tapu Properties that are included in the Deed of Settlement; and
 - j the Crown confirming the nature and extent of overlapping interests to the sites, and that those interests have been addressed to the satisfaction of the Crown.
- 47 Unless otherwise specified in the Deed of Settlement, the Governance Entity will be responsible for the maintenance of the Papakainga Properties and the Wāhi Tapu Properties, including any future pest control (including flora and fauna), fencing, interpretation material, required bio security responses, and removal of refuse if required, and the preparation of reserve management plans under the Reserves Act 1977 (section 41) on the land transferred with a reserve status.
- 48 The Governance Entity will also be responsible for any rates that become payable after transfer of the Papakainga Properties and the Wāhi Tapu Properties to the Governance Entity.
- 49 Following the signing of this Agreement in Principle, the Crown will prepare disclosure information in relation to each site, and will provide such information to Te Rūnanga o Ngāti Apa. If any sites are unavailable for transfer for any of the reasons given in paragraph 46 above, the Crown has no obligation to substitute such sites with other sites.

Statutory Acknowledgements

- 50 The Deed of Settlement and the Settlement Legislation will provide for statutory acknowledgments to be made in relation to:
- a Pukepuke Lagoon (as shown on **Map 18**);
 - b Omarupapako (as shown on **Map 19**)
 - c Ruakiwi (as shown on **Map 20**);
 - d the following waterways, within the Area of Interest (as shown on **Overview Map A**):
 - i Rangitikei River;
 - ii Turakina River;
 - iii Whangaehu River;
 - iv Mangawhero River; and

- v Oroua River; and
 - e the Crown-owned lands located in the Ngāti Apa (North Island) Coastal Region (as shown on **Overview Map A**).
- 51 Statutory acknowledgements provide for the Crown to acknowledge in the Settlement Legislation a statement by Ngāti Apa (North Island) of their cultural, spiritual, historical and traditional association with a particular area. They further provide for:
- a relevant consent authorities, the New Zealand Historic Places Trust and the Environment Court to have regard to the statutory acknowledgments for certain purposes;
 - b relevant consent authorities to forward to the Governance Entity summaries of resource consent applications for activities within, adjacent to, or impacting directly on, the area in relation to which a statutory acknowledgment has been made; and
 - c the Governance Entity and any member of Ngāti Apa (North Island) to cite to consent authorities, the New Zealand Historic Places Trust and the Environment Court the statutory acknowledgment as evidence of the association of Ngāti Apa (North Island) with the area in relation to which the statutory acknowledgement has been made.
- 52 The statutory acknowledgment provided to the Governance Entity will, in substance, be provided on similar terms to those provided in previous Treaty settlements. In particular, the statutory acknowledgements:
- a will not affect the lawful rights or interests of a person who is not a party to the Deed of Settlement;
 - b in relation to waterways, will not include:
 - i a part of the bed of the waterway that is not owned by the Crown; or
 - ii land that the waters of the waterway do not cover at its fullest flow without overlapping its banks; or
 - iii an artificial watercourse; or
 - iv a tributary flowing into the waterway; and
 - c will not prevent the Crown from providing a statutory acknowledgment to persons other than Ngāti Apa (North Island) or the Governance Entity with respect to the same area.

Deeds of Recognition

- 53 The Deed of Settlement and the Settlement Legislation will provide for the Crown and the Governance Entity to enter into a deed of recognition in relation to:
- a Pukepuke Lagoon (as shown on **Map 18**);

- b Omarupapako (as shown on **Map 19**);
 - c Ruakiwi (as shown on **Map 20**)
 - d Whitiāu Scientific Reserve (as shown on **Map 22**); and
 - e Taukoro (as shown on **Map 23**).
- 54 Deeds of recognition provide for the Governance Entity to be consulted on matters specified in the deed of recognition, and regard had to its views. A deed of recognition provided to Ngāti Apa (North Island) will, in substance, be provided on similar terms to those provided in previous Treaty settlements.
- 55 A deed of recognition with the Governance Entity will not prevent the Crown from entering into a deed of recognition with persons other than Ngāti Apa (North Island) or the Governance Entity with respect to the same area.

Place Name Change

- 56 The Crown will explore, for inclusion in the Deed of Settlement, amending or assigning the place name, Parae Karetu, in consultation with the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa and Ngāti Apa (North Island).
- 57 The Crown also offers to discuss with Ngāti Apa (North Island) and other relevant Iwi the possibility of changing the following Scenic Reserve names administered by the Department of Conservation:
- a Round Bush Scenic Reserve to Omarupapako Scenic Reserve; and
 - b Whitiāu Scenic Reserve to Motu Karaka Scenic Reserve.

Promotion of Relationship with Local Authorities

- 58 The Deed of Settlement will note that the Minister in Charge of Treaty of Waitangi Negotiations will write to Manawatu District Council, Rangitikei District Council, and Wanganui District Council encouraging each Council to enhance its relationship with Ngāti Apa (North Island) by, for example, entering into a memorandum of understanding (or a similar document) with the Governance Entity in relation to the interaction between the Council and the Governance Entity.
- 59 The Deed of Settlement will also note that the Minister in Charge of Treaty of Waitangi Negotiations will write to Horizons Regional Council in relation to the following matters:
- a encouraging the Council to enhance its relationship with Ngāti Apa (North Island) by, for example, entering into a memorandum of understanding (or a similar document) with the Governance Entity in relation to the interaction between the Council and the Governance Entity;
 - b in relation to Tawhirihoē (Scotts Ferry), encouraging the Council to:

- i recognise the traditional association of Ngāti Apa (North Island) to the land in its administration of the reserve, and explore options for involving Ngāti Apa (North Island) in the administration of the reserve; and
- ii erect interpretation material agreed with the Governance Entity explaining the traditional association of Ngāti Apa (North Island) with the site.

Financial and Commercial Redress

Financial and Commercial Redress Overview

- 60 The Financial and Commercial Redress Amount is \$14 million, comprising:
- a \$0.80 million, which is the fiscal contribution of cultural redress to Ngāti Apa (North Island) specified in paragraphs 24, 27, and 31 above; and
 - b \$13.20 million, which can be taken as cash or used to purchase Commercial Redress Properties.
- 61 The Deed of Settlement and the Settlement Legislation will provide for the Crown to transfer to the Governance Entity on Settlement Date:
- a selected Commercial Redress Properties (with the total value of the selected properties not exceeding that part of the Financial and Commercial Redress Amount specified in paragraph 60b above); and
 - b the Cash Settlement Amount, being the total value of the Financial and Commercial Redress Amount:
 - i less any part of the Financial and Commercial Redress Amount referred to in paragraph 60a above which has been transferred before Settlement Date to [] in accordance with paragraphs 26, 29, and 32 above; and
 - ii less the Transfer Value of the Commercial Redress Properties.
- 62 The Deed of Settlement will also provide the Governance Entity with a right to deferred purchase of certain Crown assets and properties for six months after Settlement Date, as specified in paragraphs 71 to 73 below.
- 63 Overview maps (**B** and **C**) showing the general location of all Crown properties and assets referred to in this section are included in **Attachments 6 and 7**.

Commercial Redress Properties

- 64 Te Rūnanga o Ngāti Apa will have the opportunity to select for transfer to the Governance Entity on Settlement Date, parcels of land from within the Licensed Crown Forest Land identified in **Attachment 6**.
- 65 The Transfer Value for the Commercial Redress Properties will be at a fair market value and determined in accordance with a valuation process in a similar form to that set out in **Attachment 9**. The effective date of valuation will be the date of the Deed of Settlement. The Governance Entity may pay the Transfer Value of a Commercial Redress Property direct to the relevant Crown agency, in which case the Transfer Value will not be deducted from the Cash Settlement Amount.
- 66 If Te Rūnanga o Ngāti Apa selects for purchase only parts of the parcels of land identified in **Attachment 6**, the exact configuration will need to be agreed

by the parties for inclusion in the Deed of Settlement. In establishing those parts of parcels, the Crown will need to take into account whether the balance of the respective parcels will be:

- a devalued by the selection; and
 - b commercially and practically viable for forestry operations.
- 67 Appropriate legal access and other rights required between the parts of the Licensed Crown Forest Land that Te Rūnanga o Ngāti Apa chooses to take and the balance of the land will need to be further defined and agreed. In this regard, the transfer of Licensed Crown Forest Land will be subject to:
- a reciprocal easements in compliance with clause 17.4 of the relevant Crown forestry licences as are necessary to provide for ongoing legal access for forestry operations; and
 - b provision for access to, and protection of, wāhi tapu of other iwi/hapū.
- 68 The Settlement Legislation will provide for the accumulated rentals (held by the Crown Forestry Rental Trust), associated with Licensed Crown Forest Land selected as a Commercial Redress Property, to be paid to the Governance Entity in accordance with the trust deed of the Crown Forestry Rental Trust dated 30 April 1990 (as if the Waitangi Tribunal had made a final recommendation for the return of that land to the Governance Entity). The accumulated rentals are in addition and separate to the Financial and Commercial Redress Amount.
- 69 The transfer of the Licensed Crown Forest Land will be subject to (including those conditions outlined in paragraph 74 below) the Crown confirming the nature and extent of overlapping claims to the properties and the Crown being satisfied that these interests have been appropriately safeguarded.
- 70 Any Licensed Crown Forest Land within the Area of Interest that is not selected for transfer to the Governance Entity will be available to the Crown to retain (for use in future settlements with other claimant groups) or dispose of as it chooses. The Settlement Legislation will therefore remove all statutory protections for Ngāti Apa (North Island) in relation to such land.

Right of Deferred Selection over other Crown property and assets

- 71 The Deed of Settlement will provide for the Governance Entity with a right of deferred selection for, and the opportunity to exercise the right of deferred selection once within, the period of six months after Settlement Date over the following:
- a all or part of the Unlicensed Crown Forest Land identified in **Attachment 7, Table 1**;
 - b the trees situated upon the land referred to in paragraph 71a identified in **Attachment 7, Table 1**; and/or

- c any or all of the sale and leaseback properties (land only) identified in **Attachment 7, Table 2**, subject to agreement between Te Rūnanga o Ngāti Apa and the relevant Crown agency of the lease terms and conditions.
- 72 In relation to the Unlicensed Crown Forest Land referred to in paragraph 71a above, the exact configuration of land to be transferred will need to be agreed by the parties before a Deed of Settlement is finalised, and will only include land located within the Area of Interest. In establishing those parts of land, the Crown will need to take into account whether the balance of the respective parcels will be commercially and practically viable for forestry operations.
- 73 The Deed of Settlement will set out the terms and conditions of the right of deferred selection. The Transfer Value for the properties selected under the deferred selection process will be at a fair market value and determined in accordance with an agreed valuation process, such as that outlined in **Attachment 10**. The effective date of valuation will be the date the deferred selection is exercised.

Conditions for Commercial Redress and Deferred Selection Properties

- 74 The transfer of the Commercial Redress Properties and Deferred Selection Properties will be subject to (where relevant):
- a the consent of the relevant Crown agency;
 - b confirmation that no prior offer back or other third party rights and obligations, such as those under the Public Works Act 1981, exist in relation to the property or asset; and any other statutory provisions which must be complied with before the property or asset can be transferred are able to be complied with;
 - c any express provisions relating to specified properties and assets that are included in the Deed of Settlement;
 - d standard terms of transfer and specific terms of transfer applicable to the specified property or asset;
 - e standard terms of leaseback and specific terms of leaseback applicable to the specified property or asset;
 - f any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the property or asset to be transferred, either existing at the date the Deed of Settlement is signed, or which are advised in the disclosure information to be provided to Te Rūnanga o Ngāti Apa as being required;
 - g Part 4A of the Conservation Act 1987 and the creation of marginal strips except as expressly provided;

- h sections 10 and 11 of the Crown Minerals Act 1991; and
 - i the Crown confirming the nature and extent of overlapping claims to the properties or assets, and the Crown being satisfied that these interests have been appropriately safeguarded.
- 75 Following the signing of this Agreement in Principle, the Crown will prepare disclosure information in relation to each property and asset, and will provide such information to Te Rūnanga o Ngāti Apa. If any properties or assets are unavailable for transfer for any of the reasons given in paragraph 74 above, the Crown has no obligation to substitute such sites with other sites.

Right of First Refusal

- 76 The Deed of Settlement will provide the Governance Entity with a right of first refusal over the properties identified in **Attachment 8, Table 1**, based on similar terms and conditions as in other recent settlements and for a period of 50 years from Settlement Date.
- 77 The Crown advises that RNZAF Base Ohakea is a strategic operational asset of the New Zealand Defence Force, with significant levels of investment being proposed in consolidating the Royal New Zealand Air Force at the Base. There is no expectation or intention that any land associated with RNZAF Base Ohakea will become surplus to the New Zealand Defence Force requirements and therefore available under the right of first refusal at any stage in the foreseeable future.

Other Issues

Claimant Definition

- 78 The Deed of Settlement will specify who is covered by the settlement, that is, whose claims are being settled and therefore who can benefit from the settlement.
- 79 The definition of Ngāti Apa (North Island) will include any individual, family, whānau, hapū or group who:
- a descend from one or more of the following ancestors:
 - i Apahapaitaketake;
 - ii Tamatapui;
 - iii Tukorero rāua ko tāna wahine ko Whainu;
 - iv Taukohu;
 - v Manumanu;
 - vi Paenga;

- vii Ika rāua ko tāna wahine ko Tumoetere;
 - viii Rangiwhakaturia;
 - ix Taitapu;
 - x Tamaea;
 - xi Kiriwheke;
 - xii Tamarehe;
 - xiii Rangipuhi;
 - xiv Tuariki;
 - xv Rongowekaupa;
 - xvi Tupua;
 - xvii Tupataua;
 - xviii Koko;
 - xix Papawhenua; or
 - xx any other recognised ancestor of the hapū/descent groups listed below who exercised customary rights predominantly within the Rangitikei and/or Ngā Wairiki area on or after 6 February 1840; and
- b affiliate to the following groups:
- i Ngāti Kauae and Ngāti Taura: Ngāti Rangiwhaho, Ngāti Rangiwhakapou, Ngāti Maero, Ngāti Apu, Ngāti Rakei, Ngai Tai, Ngāti Kahuwairua, Ngāti Tumokai and Ngā Potiki;
 - ii Ngā Uri o Tuariki: Ngāti Tupua, Ngāti Tupataua, Ngāti Ika/Ngāti Tumoetere and Ngāti Koko;
 - iii Ngā Ariki: Ngāti Rangitumoana, Ngāti Tamawaina, Ngāti Rangipuhi and Ngāti Kiriwheke;
 - iv Ngāti Rangiwhakaturia me Ngā Uri o Taitapu: Ngāti Rangiwhakaturia, Ngāti Rangipakini, Ngāti Rangiwhaho, Ngāti Horotaniwha, Ngai Tai, Ngāti Tumataikura, Ngāti Ratua, Ngāti Hika Pirau, Ngāti Tamaea and Ngāti Kiriwheke; or
 - v Ngā Wairiki: Ngāti Huru, Ngāti Houmahanga, Ngāti Paenga, Ngāti Tukorero, Ngāti Taukohu, Ngāti Hinga and Ngāti Makohu.
- 80 The format for the definition of Ngāti Apa (North Island) will be discussed in the process of finalising a draft Deed of Settlement and will use a format similar to that used for recent settlements.

Scope of Settlement

81 The Deed of Settlement will settle all the Historical Claims of Ngāti Apa (North Island). “**Historical Claims**” means every claim made by Ngāti Apa (North Island) (in accordance with the definition in paragraphs 79a and 79b above) or by a representative entity of Ngāti Apa (North Island):

- wherever the claim occurs, including any claims relating to matters outside the Area of Interest;
- whether or not the claim has arisen or been considered, researched, registered, or notified;
- whenever the claim is made (either before, on, or after Settlement Date)

that:

- a is founded on a right arising from the Treaty of Waitangi or the principles of the Treaty of Waitangi; under legislation, at common law (including aboriginal title or customary law), from a fiduciary duty, or 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 any legislation;
- c accordingly includes (without limiting the general wording of paragraphs 81a and 81b):
 - i every claim to the Waitangi Tribunal that relate specifically to Ngāti Apa (North Island), including:
 - A Wai 265; and
 - B Wai 655.

82 The term Historical claims does not include the following claims:

- a any claim to the South Island that a Member of Ngāti Apa (North Island) may have that is founded on a right arising as a result of being descended from an ancestor to whom paragraph 79a applies; and
- b any claim that a Member of Ngāti Apa (North Island), or a representative entity of Ngāti Apa (North Island) may have that is, or is founded on, a right arising as a result of being descended from an ancestor of a tribal group other than Ngāti Apa (North Island).

Proposed Terms of the Deed of Settlement

Acknowledgements concerning the settlement and the redress

83 The Crown and Ngāti Apa (North Island) will acknowledge in the Deed of Settlement that:

- a the settlement represents the result of intensive negotiations conducted in good faith and in the spirit of co-operation and compromise;
- b it is not possible to fully compensate Ngāti Apa (North Island) for all the loss and prejudice so suffered;
- c this foregoing of full compensation is intended by Ngāti Apa (North Island) to contribute to the development of New Zealand; and
- d taking all matters into consideration (some of which are specified in this clause) the settlement is fair in the circumstances.

Acknowledgements concerning the settlement and its finality

- 84 The Crown and Ngāti Apa (North Island) will acknowledge (amongst other things) in the Deed of Settlement that the settlement of the Historical Claims:
- a is intended to enhance the ongoing relationship between the Crown and Ngāti Apa (North Island) (both in terms of Te Tiriti o Waitangi/the Treaty of Waitangi and otherwise);
 - b except as expressly provided in the Deed of Settlement, will not limit any rights or powers the Crown or Ngāti Apa (North Island) might have arising from Te Tiriti o Waitangi/the Treaty of Waitangi or the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, legislation, common law (including aboriginal title and customary law), fiduciary duty or otherwise;
 - c does not extinguish any aboriginal title, or customary rights, that Ngāti Apa (North Island) may have;
 - d does not imply an acknowledgement by the Crown that aboriginal title, or any customary rights, exist; and
 - e is not intended to affect any actions or decisions under the:
 - i deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims; and
 - ii the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Māori Fisheries Act 2004, the Māori Commercial Aquaculture Claims Settlement Act 2004, the Fisheries Act 1996, the Foreshore and Seabed Act 2004, the Resource Management Act 1991 or the Marine Reserves Act 1971.
- 85 Ngāti Apa (North Island) will acknowledge and agree (amongst other things) in the Deed of Settlement, and the Settlement Legislation will provide that, with effect from the Settlement Date:
- a the Historical Claims are settled;
 - b the settlement of the Historical Claims is final;
 - c the Crown is released and discharged from any obligations, liabilities and duties in respect of the Historical Claims;

- d the Courts, the Waitangi Tribunal and any other judicial body or tribunal do not have jurisdiction (including the jurisdiction to inquire into or to make a finding or recommendation) in respect of:
 - i the Historical Claims;
 - ii the Deed of Settlement;
 - iii the redress provided to Ngāti Apa (North Island) and the Governance Entity in the settlement; and
 - iv the Settlement Legislation,(except in respect of the interpretation and enforcement of the Deed of Settlement and the Settlement Legislation); and
 - e any proceedings in relation to the Historical Claims will be discontinued.
- 86 The Deed of Settlement will provide for Ngāti Apa (North Island) acknowledging and agreeing the following:
- a the Crown has acted honourably and reasonably in respect to the settlement;
 - b it is intended that the settlement is for the benefit of Ngāti Apa (North Island) and may be for the benefit of particular individuals or any particular iwi, hapū, or group of individuals as is determined appropriate between Te Rūnanga o Ngāti Apa and the Crown; and
 - c the settlement is binding on Ngāti Apa (North Island) and the Governance Entity (and any representative entity of Ngāti Apa (North Island)).

Removal of statutory protections and termination of landbanking arrangements

- 87 The Deed of Settlement will provide for Ngāti Apa (North Island) acknowledging and agreeing the following:
- a the Settlement Legislation will provide that the following legislation does not apply to land in the Specified Area (including the Papakainga Properties, Wāhi Tapu Properties and Commercial Redress Properties), namely:
 - i Sections 8A-8HJ of the Treaty of Waitangi Act 1975;
 - ii Sections 27A to 27C of the State Owned Enterprises Act 1986;
 - iii Sections 211 to 213 of the Education Act 1989;
 - iv Part III of the Crown Forests Assets Act 1989; and
 - v Part III of the New Zealand Railways Corporation Restructuring Act 1990;
 - b the Settlement Legislation will provide for the removal of all resumptive memorials from land in the Specified Area;

- c the landbank arrangements in relation to Ngāti Apa (North Island) will cease;
- d that neither Ngāti Apa (North Island) nor any representative entity of Ngāti Apa (North Island) have, from the Settlement Date, the benefit of the legislation referred to in paragraph 87a above in relation to land outside the Specified Area; and
- e that neither Ngāti Apa (North Island) nor any representative entity of Ngāti Apa (North Island) will object to the removal by legislation of the application of the legislation referred to in paragraph 87a above in relation to any land outside the Specified Area, or to the removal of memorials with respect to such land.

Conditions

- 88 This Agreement in Principle and/or the Deed of Settlement (as appropriate) is/will be subject to the following conditions:

Overlapping Interests

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

Cabinet agreement

- b Cabinet agreeing to the settlement and the redress to be provided to Ngāti Apa (North Island);

Ratification

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

Governance Entity

- d the establishment of an entity (the **Governance Entity**) prior to the introduction of Settlement Legislation that the Crown is satisfied:
 - i is an appropriate entity to which the Crown will provide the settlement redress;
 - ii has a structure that provides for:

- A representation of Ngāti Apa (North Island);
 - B transparent decision-making and dispute resolution processes; and
 - C full accountability to Ngāti Apa (North Island); and
- iii has been ratified by the members of Ngāti Apa (North Island) (through a process agreed by Te Rūnanga o Ngāti Apa and the Crown) as an appropriate entity to receive the settlement redress;
- e the Governance Entity signing a Deed of Covenant to provide for it, among other things, to be bound by the terms of the Deed of Settlement.

Settlement Legislation

- 89 This Agreement in Principle and the Deed of Settlement will be subject to:
- a the passing of Settlement Legislation to give effect to parts of the settlement; and
 - b Ngāti Apa (North Island) supporting the passage of Settlement Legislation.
- 90 The Crown will propose Settlement Legislation for introduction into the House of Representatives only after the Governance Entity has been established and ratified and has signed a Deed of Covenant.
- 91 The Crown will ensure that Te Rūnanga o Ngāti Apa or the Governance Entity has appropriate participation in the process of drafting the Settlement Legislation and such drafting will commence once the Deed of Settlement has been signed.

Taxation

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

Financial and Commercial Redress provided by the Crown to the Governance Entity.

Interest

- 93 The Deed of Settlement will provide for the Crown to pay the interest on the Financial and Commercial Redress Amount for the period from (and including) the date of the Deed of Settlement to (but excluding) Settlement Date. Interest will be calculated and provided on the same basis as in recent settlements, i.e. based, among other things, on the Official Cash Rate, will be non-compounding, and subject to normal taxation law.

Definitions

- 94 Key terms used in this document are defined as follows:

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

Cash Settlement Amount means the amount determined in accordance with paragraph 61b.

Commercial Redress Properties means those properties referred to in paragraph 64.

Crown means:

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

Deed of Settlement means the deed of settlement to be entered into between the Crown and Ngāti Apa (North Island) in accordance with paragraph 6.

Deferred Selection Properties means those properties and assets referred to in paragraph 71.

Financial and Commercial Redress means the redress offered for the settlement of the Historical Claims as set out in paragraphs 60 to 77.

Financial and Commercial Redress Amount means the total dollar value of the financial and commercial redress offered for the settlement of the Historical Claims as set out in paragraph 60.

Governance Entity means an entity established in accordance with paragraphs 88d.

Historical Claims has the meaning set out in paragraph 81 and 82.

Licensed Crown Forest Land means that land referred to in paragraph 64.

Ngāti Apa (North Island) means the collective group, and groups and individuals, to be defined in the Deed of Settlement in accordance with paragraphs 79 to 80.

Papakainga Properties means those properties referred to in Table 1 in paragraph 21.

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

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

Specified Area means the area referred to in paragraph 87a, which is yet to be agreed between the parties, but:

- a will include the Papakainga Properties, Wāhi Tapu Properties and Commercial Redress Properties; and
- b may include other lands if the Crown is satisfied that Ngāti Apa (North Island) have exclusive customary interests in those lands.

Te Rūnanga o Ngāti Apa means Te Rūnanga o Ngāti Apa Society Incorporated, the mandated body recognised to represent Ngāti Apa (North Island) in negotiations with the Crown.

Transfer Value means the amount referred to as such, and determined by, the process set out in **Attachment 9** for the Commercial Redress Properties and **Attachment 10** for the Deferred Selection Properties.

Unlicensed Crown Forest Land means that land referred to in paragraph 71a.

Wāhi Tapu Properties means those properties referred to in Table 2 in paragraph 41.

SIGNED this day of 2007

For and on behalf of the Crown:

Hon Mark Burton
Minister in Charge of Treaty of Waitangi Negotiations

WITNESSES:

Hon Parekura Horomia
Minister of Māori Affairs

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

For and on behalf of Ngāti Apa (North Island):

Lillian Ruihi Manawaroa Te Aweawe
Kuia

Robert Hina
Kaumatua

Arikihanara Mare Mare
Kaumatua

Adrian Rurawhe
Chairperson

WITNESSES:

WITNESSES:

WITNESSES:

Attachment 1

Area of Interest



Attachment 2

Historical Account

1. Early Engagement, 1840-1848

- 1.1. At 1840, Ngāti Apa in the Rangitikei-Manawatu area had land interests stretching from Motukaraka (about midway between the Whanganui and Whangaehu Rivers) south to Omarupapako (just north of the Manawatu River) and inland to the upper Rangitikei area. A number of neighbouring iwi also had interests in parts of this area. In the 1820s and 30s Ngāti Apa and neighbouring iwi had experienced disruption as a result of movement by other tribes into and through their area during the musket wars. During the 1840s Ngāti Apa sought to obtain the material benefits that European settlement could bring, by entering into land transactions and establishing a close relationship with the Crown.
- 1.2. The first major engagement between Ngāti Apa and the Crown took place on 21 May 1840, when three members of Ngāti Apa signed the Treaty of Waitangi at Tawhirihoē pā, a Ngāti Apa kainga near the mouth of the Rangitikei River.
- 1.3. Governor Hobson had promised, both when he arrived in New Zealand and during the Treaty debates, that the Crown would inquire into all existing land transactions between Māori and Pākehā settlers, and that any lands unjustly held would be returned to Māori. In 1839-40, the New Zealand Company, which was formed to bring settlers to New Zealand, entered into a transaction to acquire a large area of land in the Whanganui region from local Māori. This purported purchase covered part of Ngāti Apa's tribal area, but they were not involved in the transaction.
- 1.4. In 1842 the New Zealand Company registered with the government a claim for a smaller area, including part of Ngāti Apa's tribal area. The Crown appointed Land Claims Commissioner William Spain to begin investigating the Company's Whanganui claim and make recommendations. Spain concluded in 1844 that a partial purchase had been made, and recommended that the Company be awarded a block of 40,000 acres, which included some of Ngāti Apa's land interests. He recommended that Māori be paid £1,000 to complete the transaction. Spain was aware that Ngāti Apa potentially had interests in the Whanganui block, but there is no record of how he considered their interests, and he did not recognise these in his final report.
- 1.5. In 1846, the Crown attempted to complete the purchase of the Whanganui block in order to secure land for European settlement. Police Inspector Donald McLean, who was appointed to assist with the Whanganui negotiations, noted that it was "most astonishing" that William

Spain and his staff had not reported that Ngāti Apa had considerable interests in this block, and thought Ngāti Apa would “require a large payment” for their interests. After meeting with Ngāti Apa at Whangaehu, McLean noted that the rangatira Aperahama Tipae was “most indignant” at not having been consulted during previous attempts to purchase the land. Nevertheless, he negotiated hard with Ngāti Apa to secure their consent to the Whanganui purchase in return for a small share of the payment Spain had recommended be made to Māori for their land. McLean described the land in which Ngāti Apa had interests as “containing the finest land in the whole district”. He wrote in his diary that he was “unusually independent” with Ngāti Apa in his approach to negotiating with them. However the purchase was not completed in 1846 after negotiations with another iwi broke down.

- 1.6. In 1848 McLean completed the Whanganui purchase. Despite Spain’s recommendation to the Crown that it pay Māori £1,000 for 40,000 acres, McLean negotiated the sale of a larger 86,200 acre area at the same price of £1,000. Ngāti Apa were allocated £100 of the purchase money. Three reserves were set aside for Ngāti Apa, including over 2200 acres at Waikupa and two smaller reserves at Te Marangai and Omanaia.

2. Rangitikei-Turakina Transaction, 1849

- 2.1. Ngāti Apa negotiated a number of informal lease arrangements with Pakeha settlers from the mid-1840s, including several south of the Rangitikei River. In 1848, during the negotiations over the Whanganui purchase, Ngāti Apa offered a large area of land in the Whangaehu and Turakina districts to the Crown. Ngāti Apa rangatira spoke of a desire to form close relationships with European settlers. In September 1848, Aperahama Tipae wrote to Governor Grey asking that “there be many Pakeha for me, a multitude, so that my kainga be full”. Similarly, the prominent Ngāti Apa rangatira Kawana Te Hakeke stated that his considerations in offering to sell land were the same as those of his elders before him, namely to ensure the security and nurturing of his people.
- 2.2. The Government was eager to purchase land in this area to open it up for settlement and pastoral development, exercising its right of pre-emption under the Treaty of Waitangi. It also wanted to extend British influence among Māori in this area, and to cultivate allies among the leading chiefs along the west coast of the lower North Island.
- 2.3. In January 1849 Donald McLean, who was now a Crown purchase agent, began negotiations with Ngāti Apa for the acquisition of land between the Rangitikei and Whangaehu rivers. McLean and Ngāti Apa met frequently over a period of more than three months. The precise content of these discussions is unclear. The only written record of negotiations is the diary kept by McLean at the time. There was some debate over the extent of land to be included in the purchase. In April 1849, when McLean travelled to Mangawhero on the northern banks of the

Whangaehu river, Ngāti Apa accompanied him as he laid down the purchase boundary to include “all the land worth acquiring in the neighbourhood”. A deed was signed for the Rangitikei-Turakina block on 15 May 1849. The deed described the inland boundary as extending as far inland as Ngāti Apa’s interior claims extended. The precise delineation of the boundary on the ground was not finally settled between the Government, Ngāti Apa and other iwi until 1850. The deed covered almost 260,000 acres between the Rangitikei River and Motukaraka, on the northern side of the Whangaehu River. The deed set aside several land reserves for Ngāti Apa, totalling approximately 38,000 acres.

- 2.4. The parties agreed on a price of £2500 for the block (a little under two pence per acre). The Crown’s land purchase policy at the time was generally to acquire land as cheaply as possible, in the belief that Māori would reap substantial economic advantages from the growth of European settlement around them. Crown agents frequently used this argument to encourage Māori to sell land cheaply. The government intended to use its profits from the onsale of land to promote European settlement, finance infrastructure, and provide some direct benefits to Māori. Such expenditure would form the “real payments for their lands”. Although the purchase price of £2500 was much lower than Ngāti Apa’s initial request for this land, Ngāti Apa agreed to the transaction because they wished to obtain various benefits from the establishment of a European settlement in their vicinity, including peace, protection and prosperity. In March 1849 one rangatira said “We have married our land to the Europeans and entirely given our greatest property to the Europeans”.
- 2.5. In the negotiations over reserves, some Ngāti Apa asked for reserves relating to hapū land holdings. McLean did not agree to all of the reserves that Ngāti Apa hapū initially asked for, some of which he described as “extravagant” and “unnecessary”. Instead, he negotiated for the creation of a large reserve of around 35,000 acres between the Whangaehu and Turakina Rivers. This area would be set aside as “a place for all the members of the Ngātiapa tribe to collect and settle on”. As such, it was not solely intended for those hapū who had previously occupied the area. Traditionally, hapū derived rights to land in a number of ways, including ancestral association and occupation. The tribal reserve agreed to in the deed changed Ngāti Apa’s previous land-holding arrangements, effectively requiring some sections of Ngāti Apa to accept members of other hapū onto their customary lands. McLean reported to his superiors that the size and location of the Whangaehu-Turakina reserve would make it sufficient and desirable for the eventual settlement of the whole tribe. He later advised that any alienation of this land by way of leases to European farmers would seriously injure their future welfare and prosperity.
- 2.6. Two smaller reserves were set aside near Ngāti Apa kainga at Parewanui and Turakina, of 1600 and 900 acres respectively. It is unclear whether these reserves were intended to be hapū reserves, with ownership based

on ancestry and occupation, or tribal reserves for the general benefit of all Ngāti Apa, like the Whangaehu-Turakina lands. The deed also established a reserve at the small spot where Te Kawana Hakeke was buried, and provided for Ngāti Apa to “fish and take eels from the lagoons and other places that have not been (are not) drained by the Europeans”. McLean promised verbally during the negotiations that Ngati Apa could continue bird snaring on the land they had sold so long as this did not interfere with the operations of the settlers.

- 2.7. Ngāti Apa and the Crown viewed the Rangitikei-Turakina transaction as important not only for the transfer of land, but also for the forming of new political relationships and the future development of Ngāti Apa. At the signing of the deed, Aperahama Tipae stated that Ngāti Apa would look up to the Governors as their guardians, and were now closely united with Europeans as their friends. McLean’s official report of the deed signing described Ngāti Apa as “a rude, uncultivated race, whose improvement as a tribe has hitherto been much neglected”. While he predicted that settlers would encounter initial difficulties with the tribe, McLean thought the “increasing knowledge” and improved circumstances of Ngati Apa following from the cession of their land and their contact with settlers would “soon bring about a perfectly amicable understanding between them and the settler population”. Ngāti Apa subsequently spent £800 of the purchase money on agricultural implements, livestock and clothing. In 1851 McLean noted that they were living on “most friendly terms with their English neighbours”. The following year, when the final instalment of purchase money was paid for the block, Ngāti Apa signed a deed receipt in which they promised to “fully unite with and protect the Europeans who are living with us on our lands”. In 1854, Ngāti Apa rangatira presented prized mere and other taonga to a missionary to give to the Queen as a symbol of their loyalty to the Crown.

3. Ngāti Apa-Crown Relationship, 1850-1866

- 3.1. Ngāti Apa did not take part directly in any further land transactions with the Crown in the 1850s. In 1859 they were gifted part of the purchase money from a transaction between the Crown and another iwi for the Awahou Block, on the southern boundary of their tribal area.
- 3.2. Ngāti Apa were mostly supportive of the settler government during the 1860s, by which time tension over Crown land purchasing was widespread amongst North Island Māori. In 1860 members of Ngāti Apa spoke in support of the Governor at the Kohimarama Conference, a large gathering at which Crown and iwi representatives met to discuss issues relating to land sales, law and order and the Treaty of Waitangi. Kawana Hunia and some of his Rangitikei followers supported the Kingitanga in the early 1860s. However this chief and 61 Ngāti Apa fought alongside Crown forces in the New Zealand Wars in 1865.
- 3.3. From the mid 1860s, there were strong disputes among iwi of the Rangitikei-Manawatu region in relation to leasing revenues, and the

nature of the land interests held by the various groups. In 1866 the iwi agreed to resolve these disputes by selling the land between the Rangitikei and Manawatu Rivers to the Crown. The Crown paid £25,000 for this 241,000 acre block, with £10,000 going to Ngāti Apa. Ngāti Apa received 4000 of the approximately 24,000 acres of land reserves set aside in this transaction. They later protested, in 1899, that they had wanted to reserve a larger portion of the block.

- 3.4. Once again, at the signing of the purchase deed, Ngāti Apa affirmed their desire for positive relationships with settlers and their loyalty to the Crown. The Rangitikei-Manawatu transaction was specifically excluded from new native land laws introduced by the Crown in the early 1860s.

4. Introduction of Native Land Laws

- 4.1. Under the Native Land Acts of 1862 and 1865 the Crown established the Native Land Court (the “Court”) to determine the owners of Māori land “according to Native Custom” and to convert customary title into title derived from the Crown. The Native Land Acts also set aside the Crown’s pre-emptive right of land purchase, to give individual Māori named as owners by the Court the same rights as Pākehā to lease and sell their lands to private parties as well as the Crown.
- 4.2. The Native Land Acts introduced a significant change to the native land tenure system. Customary tenure was able to accommodate the multiple and overlapping interests of different iwi and hapū to the same piece of land. The Court was not designed to accommodate the complex and fluid customary land usages of Māori within its processes, because it assigned permanent ownership. In addition, land rights under customary tenure were generally communal but the new land laws gave land rights to individuals.

5. Status of Ngāti Apa Reserves from the Rangitikei-Turakina transaction

- 5.1. From 1867, members of Ngāti Apa sought titles for their reserves from the Rangitikei-Turakina purchase through the Court. The Crown and Ngāti Apa had agreed in the 1849 deed that the 35,000 acre reserve between the Whangaehu and Turakina rivers was to be “for all the members of the Ngātiapa tribe to collect and settle on”.
- 5.2. The first reserve block to come before the Court was decided on the basis of the 1849 deed. This was the 8650 acre Ruatangata Block, which the Court, in 1867, awarded to Aperahama Tipae in trust for all of Ngāti Apa. However in the years that followed the Court began awarding title to blocks from within the general reserve to hapū and individuals who could demonstrate ancestral and customary interests in the area. In practice, this meant that many Ngāti Apa from south of the Whangaehu-Turakina area were excluded from ownership of the tribal reserve lands.

- 5.3. Over the next two decades there was considerable tension within Ngāti Apa over the basis on which the Court was awarding title to the reserves. Some relied on the provision in the 1849 deed that the Whangaehu-Turakina lands were to be a tribal reserve, while others sought titles based on their ancestral and occupation interests in the block.
- 5.4. The Native Reserves Act 1873 introduced a new regime over lands reserved from Crown purchases. This led to doubt about whether the Native Land Court continued to have jurisdiction to investigate title to the reserves. As a result the Native Land Court referred the question of jurisdiction over the Maputahi No. 2 block to the Supreme Court. In February 1882 the Supreme Court ruled that Maputahi No 2 and other blocks in the Whangaehu-Turakina Reserve were outside the jurisdiction of the Native Land Court. Some Ngāti Apa then petitioned Parliament to overturn this decision, while at least one Ngāti Apa rangatira urged the government to uphold the Court's ruling in order to maintain the tribal reserve.
- 5.5. In September 1882, within months of the Supreme Court decision, Parliament passed urgent legislation to place the Whangaehu-Turakina reserves within the Native Land Court's jurisdiction. Ngāti Apa reserves at Parewanui and Turakina were given similar status. The Native Land Court awarded all subsequent titles to the Ngāti Apa reserves on the basis of ancestry and occupation, in spite of continued protest from sections of Ngāti Apa about the provisions of the 1849 deed.
- 5.6. During the 1870s some members of Ngāti Apa began to show concern about the sale of reserve lands. In 1871 members of Ngāti Apa resolved to permanently set aside a large tract of land between the Whanganui and Turakina Rivers as a safeguard against future landlessness. Five years later, in 1876, Ngāti Apa rangatira Aperahama Tahunuiarangi petitioned Parliament about the insufficiency of the reserves created for him and his tribe as a result of earlier Crown purchases. Parliament took no action. Despite the concerns of Tahunuiarangi and others the reserve lands of Ngāti Apa began to be gradually alienated from the 1870s. In 1908, the Stout-Ngata Commission recommended that the remaining land in the Whangaehu-Turakina reserve, as well as Māori land within the original Rangitikei-Turakina block, be reserved for Māori occupation. However the majority of this land was alienated before 1920 and more still by the mid twentieth century.

6. General Impact of Native Land Laws, 1867-1909

- 6.1. Native Land Court hearings sometimes resulted in significant financial and social costs for Māori communities. In some cases, survey charges and other costs involved in securing title through the Court were considerable. There were some instances after 1872 of Ngāti Apa incurring considerable accommodation, food and legal costs attending hearings which were sometimes held outside their tribal area. Ngāti Apa

also sometimes experienced hardships relating to cold, hunger, disease and alcohol.

6.2. There was opposition within Ngāti Apa to the operation of the Native Land Court as well as to the alienation of their lands. In the 1870s some Ngāti Apa joined the Hawke's Bay-based Repudiation Movement. At a Repudiation Movement hui at Pakowhai in 1876 several Ngāti Apa chiefs called for the abolition of the Native Land Court and an end to land sales. Ngāti Apa also demonstrated a desire to settle land disputes among their own tribal komiti (committees) and for their decisions to be supported by the government. Komiti, such as Te Rūnanga o Ngāti Apa, had earlier succeeded in balancing competing interests and settling disputes in regards to some Ngāti Apa lands before they came before the Court. While some Court awards reflected decisions that had been made within Ngāti Apa, the Court did not always take into account the wishes of komiti, especially if there were objections by others to the komiti's submissions.

6.1. Ngāti Apa were not always awarded title to the lands they claimed. In 1879, Ngāti Apa disagreed with the Court's decision to exclude them from the title to the 104,000 acre Otamakapua Block. Native land legislation at this time did not provide for an appellate court but did provide for Māori who disagreed with a Court finding to apply to the government to order a rehearing. Consequently, Ngāti Apa applied to the government for a rehearing. One of the judges who heard the original title application wrote a memorandum for the Chief Judge of the Native Land Court, recommending that the application be rejected. The Chief Judge passed the memorandum on to the government and endorsed the advice within it. The Minister of Native Affairs concurred with this advice. In 1885, the Chief Judge told Parliament's Native Affairs Committee that he regarded the lack of an appellate court as an imperfection in the native land laws. An appellate court was not established until 1894.

6.2. The rules of succession as applied by the Court saw an increasing number of individuals placed on titles to increasingly fragmented blocks. Native Land Court awards were made in the name of individuals, and while Ngāti Apa managed to retain some of the land blocks awarded to them, over time interests in land were often individualised and partitioned. Crowded titles, indebtedness and the difficulties of accessing development capital may have left some owners with few other options but to sell.

7. Alienation of Land, 1867 – 1909

7.1. In addition to sales of some Ngāti Apa reserves, almost 140,000 acres of Ngāti Apa lands were alienated to the Crown or settlers between 1867 and 1909. Crown purchases accounted for 73 per cent of the land alienation in this period, including two transactions that totalled in excess of 75,000 acres. The Government's method of negotiating for land before

1879 frequently involved the payment of advances to Māori prior to determination of title.

- 7.2. In November 1899, over two hundred members of Ngāti Apa hosted a meeting with Premier Richard Seddon and other government ministers at Turakina. Ngāti Apa told Seddon that, despite the provision in the 1849 deed that their fishing rights would cease if their fisheries were drained by settlers, their parents had not appreciated that such things could be affected. They also told Seddon that they had not understood that the Europeans were capable of felling their forests. Ngāti Apa asked for the remaining lakes and swamps to be reserved, and also requested compensation for the previous drainages.
- 7.3. Ngāti Apa argued in their meeting with Seddon that the lands they had sold to the Crown were fertile, valuable and yielded considerable taxes and profit to the government. They asked Seddon to pass an Act to restrict the remaining Ngāti Apa lands from being sold, mortgaged or seized for debt, in order to prevent the iwi from becoming landless. No such legislation was passed.

8. Twentieth Century

- 8.1. Ngāti Apa lands continued to be alienated in the twentieth century. Following the passage of the Native Land Act 1909, which removed all alienation restrictions on land titles awarded by the Native Land Court, the Aotea Māori Land Board approved individuals' requests to sell their land. Some of these sales were prompted by the accumulation of debt.
- 8.2. In 1907 some Ngāti Apa gifted two acres of land at Kauangaroa to the Crown for the establishment of a Native School. A school was not established at the site until 1929, despite numerous requests from Ngāti Apa in the intervening period.
- 8.3. In the early twentieth century, many Ngāti Apa were attracted to spiritual leaders and movements. The first of these leaders was the Ngāti Apa spiritual healer and prophetess Mere Rikiriki. Her followers showed concerns about their loss of land and mana. Following the First World War, many of Ngāti Apa were also drawn to the spiritual and political leader Tahupotiki Wiremu Ratana, whose tribal origins included Ngāti Apa. From the early 1920s, the Ratana Movement began campaigning for pan-tribal political objectives including the ratification of the Treaty of Waitangi. Ratana and his followers took their concerns across the world. In 1924, Ratana and a number of his followers, including some Ngāti Apa, attempted to present a petition to King George V of Great Britain, but they were refused an audience.
- 8.4. From the 1920s the government sought to assist Māori to develop their remaining lands into viable economic units. A Development Scheme was created in 1937 for Ngāti Apa lands near the Whangaehu River, but the scheme was wound up in the early 1950s, encumbered with debt.

- 8.5. After World War Two, many members of Ngāti Apa moved away from their tribal lands to urban areas, part of a national trend in which economic opportunities appeared to be better in urban areas than in rural areas. In 1962 the Department of Maori Affairs was “pursuing a policy of providing housing in Wanganui and evacuating families from Kauangaroa.” The Department was trying to encourage Māori to move from remote rural areas to urban districts where more employment and better social amenities existed.
- 8.6. Over the second half of the twentieth century, Ngāti Apa became even more disconnected from their tribal lands. The last house in Ngāti Apa’s traditional kainga at Parewanui was demolished in the 1960s. One rangatira was to remark around the same time that Ngāti Apa was “practically landless”. Today, Ngāti Apa own less than one per cent of their traditional lands.

Attachment 3

Crown Acknowledgements

1. The Crown acknowledges that Ngāti Apa (North Island) have been raising grievances with the Crown for over a hundred years. The Crown acknowledges that it has failed to deal with the longstanding grievances of Ngāti Apa (North Island) in an appropriate way and that recognition of the grievances of Ngāti Apa (North Island) is long overdue.
2. The Crown acknowledges that:
 - 2.1. from 1848 the Crown purchased over 400,000 acres of land in which Ngāti Apa (North Island) held interests. The Crown acknowledges that, through these land transactions, Ngāti Apa (North Island) endeavoured to establish a relationship with the Crown, and that Ngāti Apa (North Island) sought subsequently to strengthen this relationship by expressing loyalty to the Crown; and
 - 2.2. the 1849 Rangitikei-Turakina purchase stated that lands between the Whangaehu and Turakina Rivers (approximately 35,000 acres) would be reserved for all of Ngāti Apa (North Island) to collect and settle on. Later native land legislation enabled these reserved lands to pass through the Native Land Court, which awarded land interests to individuals rather than to all the tribe, excluding many Ngāti Apa (North Island) from ownership of the tribal reserve lands. The Crown's failure to ensure that the arrangements recorded in the 1849 deed were given effect was a breach of the Treaty of Waitangi and its principles.
3. The Crown acknowledges that over 100,000 acres of land in which Ngāti Apa (North Island) held interests was subject to native land laws introduced in the 1860s, in addition to reserves from the Rangitikei-Turakina purchase. The operation and impact of the native land laws, in particular the awarding of land to individual Ngāti Apa (North Island) rather than to iwi or hapū, made the lands that Ngāti Apa (North Island) were able to retain more susceptible to partition, fragmentation and alienation. This contributed to the erosion of the traditional tribal structures of Ngāti Apa (North Island), which were based on collective tribal and hapū custodianship of land. The Crown failed to take steps to adequately protect those structures. This had a prejudicial effect on Ngāti Apa (North Island) and was a breach of the Treaty of Waitangi and its principles.
4. The Crown acknowledges that lands transferred by Ngāti Apa (North Island) for settlement purposes have contributed to the development of New Zealand, and that some of the significant benefits that Ngāti Apa (North Island) expected to flow from its relationship with the Crown were not realised.

5. The Crown acknowledges that:
 - 5.1. the cumulative effect of the Crown's actions and omissions, including Crown purchases and the operation and impact of native land laws, left Ngāti Apa (North Island) virtually landless. The Crown's failure to ensure that Ngāti Apa (North Island) retained sufficient lands for its present and future needs was a breach of the Treaty of Waitangi and its principles; and
 - 5.2. today most Ngāti Apa (North Island) live outside their rohe, and that the loss of their traditional lands has impacted on the access of Ngāti Apa (North Island) to resources such as rivers, lakes, forests, wetlands, and traditional walking paths. The Crown acknowledges that Ngāti Apa (North Island) have lost control over many of their significant sites, including wāhi tapu, and that this has had an ongoing impact on their physical and spiritual relationship with the land.

Attachment 4

Redress Overview Maps

Overview Map A	Cultural Redress Sites
Overview Map B	Licensed Crown Forest Land
Overview Map C	Commercial Properties and Assets

Attachment 5

Maps of Cultural Redress Sites

Number	Redress Site	Description of redress
Map 1	AgResearch Lands	Vest fee simple
Map 2	Parewanui School	Vest fee simple
Map 3	Part of the Santoft Forest	Vest fee simple
Map 4	Part of the Lismore Sands Forest	Vest fee simple
Map 5	Kauangaroa School	Vest fee simple
Map 6	Pukepuke Lagoon House	Vest fee simple
Map 7	Waimahora Stream Site	Vest fee simple
Map 8	Bed of Lake Koitiata	Vest fee simple
Map 9	Marton Golf Course	Vest fee simple
Map 10	Motu Karaka	Vest fee simple
Map 11	Ruatangata Site	Vest fee simple
Map 13	Pakiki	Vest fee simple
Map 12	Lake Ngaruru Site	Vest fee simple
Map 14	Pakapakatea	Vest fee simple
Map 15	Waitapu	Vest fee simple
Map 16	Kiwitea Stream Site	Vest fee simple
Map 17	Beds of Lakes Hickson and William	Vest fee simple
Map 18	Pukepuke Lagoon	Statutory Acknowledgement/Deed of Recognition
Map 19	Omarupapako	Statutory Acknowledgement/Deed of Recognition
Map 20	Ruakiwi	Statutory Acknowledgement/Deed of Recognition
Map 22	Whitiai Scientific Reserve	Deed of Recognition
Map 23	Taukoro	Deed of Recognition

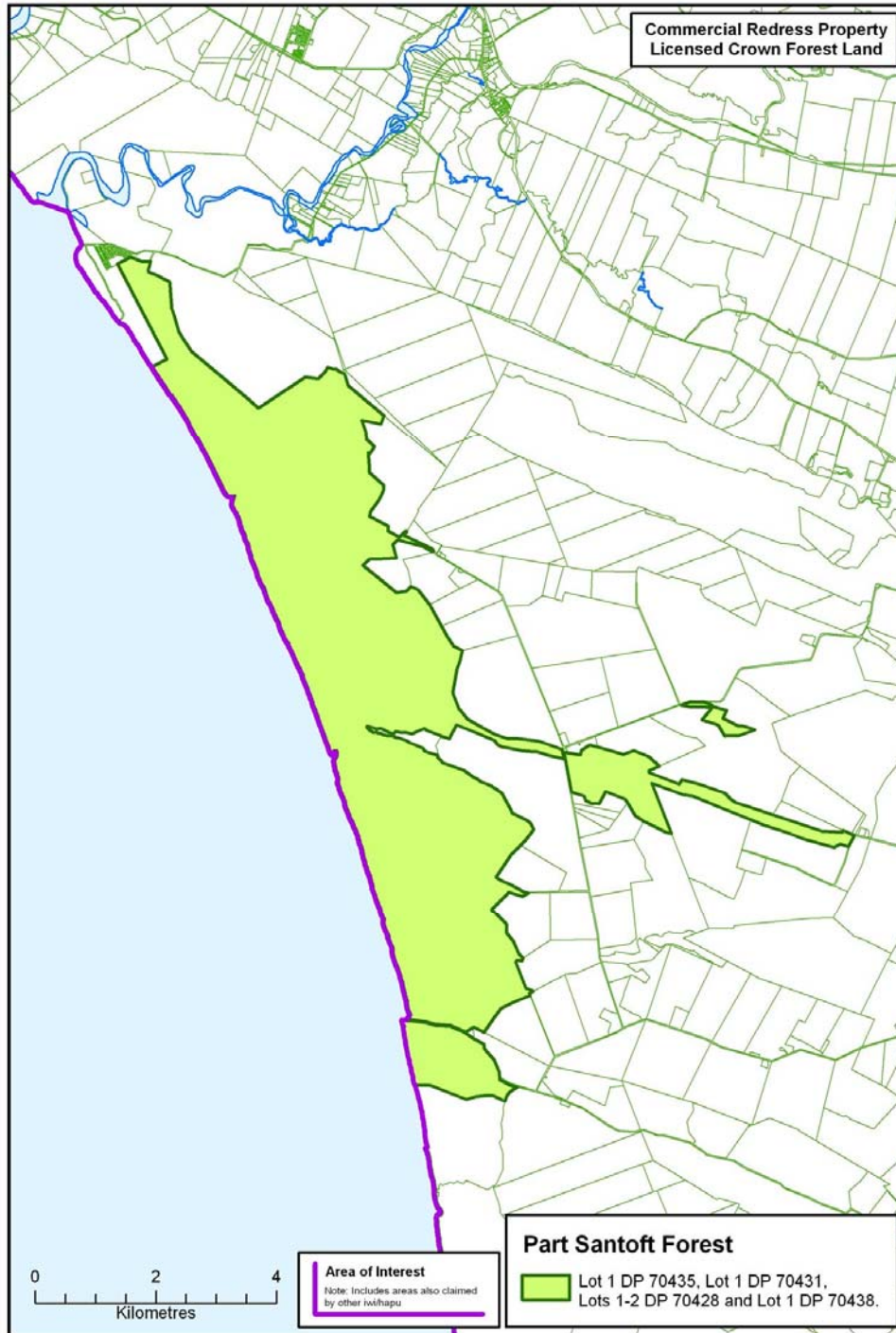
Attachment 6

Maps of Commercial Redress Properties

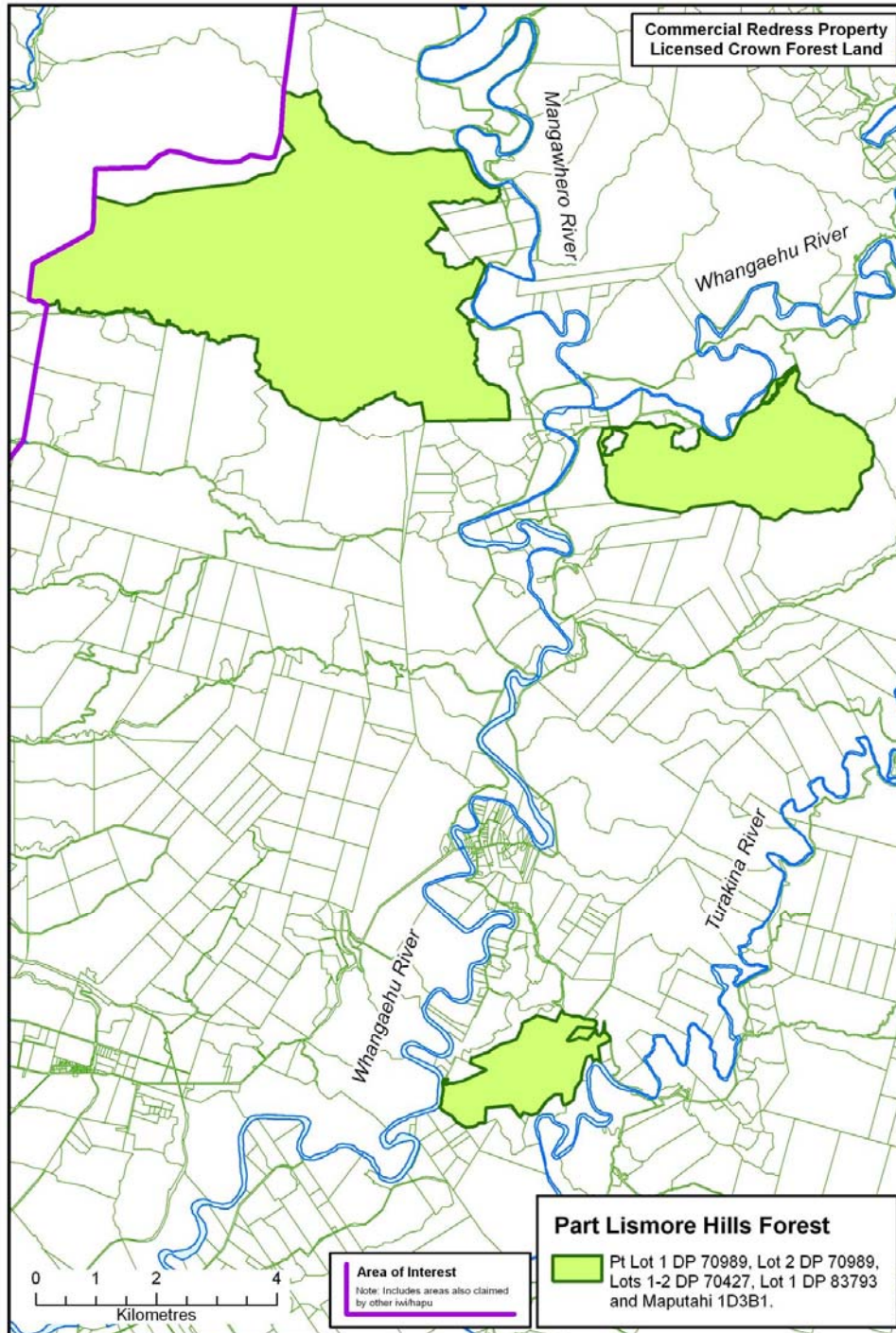
Table 1: Licensed Crown Forest Land (part only)

Map Ref	Property Name	Legal Description <small>(All properties held within the Wellington Land District)</small>	Description of redress
F1	Part Santoft Forest	Lots 1 and 2 DP 70428, Lot 1 DP 70431, Lot 1 DP 70435, and Lot 1 DP 70438	Up to a maximum of 100% of the total land identified in Map F1 (the area of forest will be subject to survey)
F2	Part Lismore Hills Forest	Part Lot 1 DP 70989, Lot 2 DP 70989, Lots 1 and 2 DP 70427, Lot 1 DP 83793 and Maputahi 1D3B1 Block	Up to 100% of the areas identified in Map F2 , subject to these areas falling within the Ngāti Apa (North Island) area of interest (the area of land will be subject to survey)
F3	Lismore Sands Forest	Lots 1, 2 and 3 DP 70437	Up to a maximum of 50% of the total land identified in Map F3 (the area of land will be subject to survey)

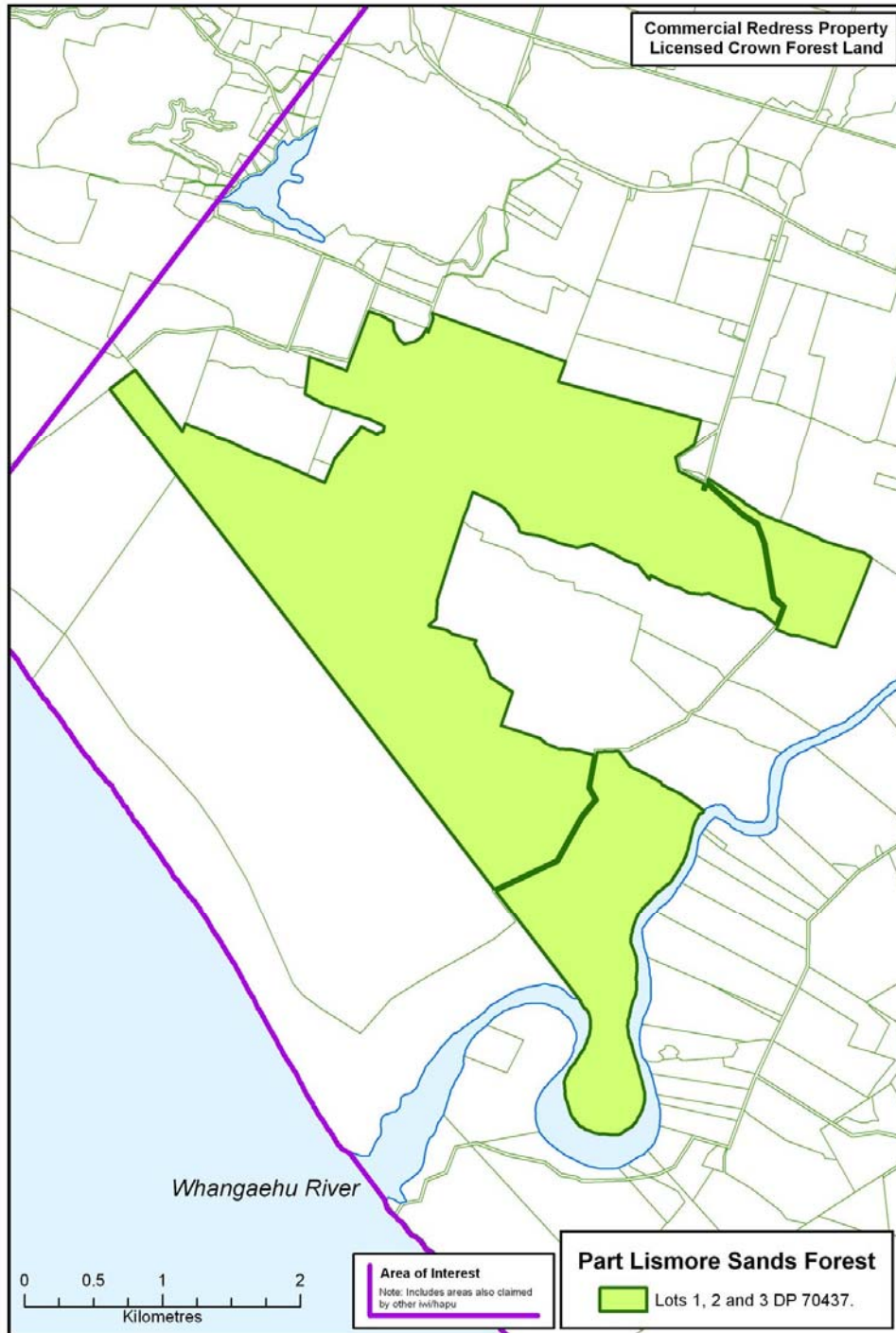
Map F1
Part Santoft Forest



Map F2
Part Lismore Hills Forest



Map F3
Part Lismore Sands Forest



Attachment 7

Maps of Deferred Selection Properties

Table 1: Unlicensed Crown forest land (part only)

Map Ref	Property Name	Legal Description (All properties held within the Wellington Land District)	Location
F4	Part Wanganui Forest	Part Section 546 Left Bank Wanganui River comprised in Part Computer Freehold Register WN50C/50.	Up to 100% of the area identified in Map F4 (the area of land will be subject to survey)

Table 2: Sale and leaseback (land only)

Map Ref	Property Name	Legal Description (All properties held within the Wellington Land District)	Location	Land Area
C1	Marion District Court House	Lots 102, 103 and Parts Lots 104 and 105 Deed Plan 480 comprised in Computer Freehold Register WN42C/266.	Stewart Street, Marton	0.2663 hectares approximately
C2	Marion Police Station	Sections 136 and 137 Rangitikei Agricultural Reserve comprised in Gazette 1957 p1766 and Gazette 1985 p2244.	Stewart Street, Marton	0.2238 hectares approximately
C3	Wanganui Prison	Sections 478, 479 and 480 Left Bank Wanganui River, Lot 2 DP 46128, Section 1 SO 36413 and Sections 2 and 3 SO 340748 comprised in Computer Freehold Register WN48C/763, WN48C/764, Gazette 1996 p823 and part Gazette 1987 p1235.	Pauri Road, Kaitoke, Wanganui	49.164 hectares approximately

Map F4
Part Wanganui Forest



Attachment 8

Table 1: Right of first refusal

Map Ref	Property Name	Legal Description (All properties held within the Wellington Land District)	Location
C4	RNZAF Base Ohakea	Sections 45, 57, 58, 62, 64, 73, 74, 75 and Part Sections 49, 55, 59, 53, 56 Block XV Rangitoto SD, Lot 1 DP 14231, Lot 1 and Part Lot 2 DP 4423, Lot 2 DP 12916, Lots 1, 2 and 3 DP 7831, Lot 1 DP 21753, Part Sections 12, 14, 19 and 61 Town of Sandon, and Closed Road (SO 2977).	State Highway 1, Bulls
C5	Bulls Police Station	Lot 15 and Part Lot 25, Block B, Deeds Plan 44.	Bridge Street, Bulls
C6	Turakina School	Section 79 Turakina District and Lots 1, 2, 3 and 4 and Part Lot 5 DP11491.	Main Highway, RD11, Turakina
C7	Whangaehu School	Lots 1 and 2 DP3118.	Ruatangata Road, Whangaehu

Attachment 9

Valuation Process –Licensed Crown Forest Land

Definitions and interpretation

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

Claimant's Valuer means any Registered Valuer appointed by [the claimant group] under paragraph 3 to take part in this valuation process set out in this Schedule;

Arbitration Commencement Date means the date the Crown makes the referral referred to in paragraph 14;

Arbitrator means a person appointed under paragraph 5;

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

- d Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- e 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
- f 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;

Crown's Valuer means any Registered Valuer appointed by the Crown under paragraph 3 to take part in this valuation process set out in this Schedule;

Market Value is the amount, exclusive of GST, for which 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;

Registered Valuer means a valuer registered with the Valuers Registration Board of New Zealand and with experience in the valuation of commercial forest land in New Zealand;

Transfer Value means the amount determined by this valuation process;

Valuation Commencement Date means the date by which both valuers have been appointed under paragraph 3;

Valuation Date means []; and

Valuation Exchange Date means the next Business Day after the date of expiration of the period of 135 Business Days commencing on the Valuation Commencement Date; and

Valuation Reports means the valuation reports prepared for the Crown and the Claimant in accordance with this valuation process.

Preliminary steps: disclosure, appointment of valuers and arbitrator

- 2 The Crown will within 40 Business Days of the date when this valuation process is agreed give the Claimant all material information that relates to the Crown Forest Land, of which Land Information New Zealand is aware including 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 No later than the next Business Day after the date of expiration of the period of 60 Business Days commencing on the date when this valuation process is agreed the Crown and the Claimant shall each:
 - a appoint a Registered Valuer and instruct him or her to assess the Market Value of the Crown Forest Land, in accordance with this valuation process; and
 - b give notice to the other of the identity of the Registered Valuer.
- 4 The Crown and the Claimant shall ensure that the terms of appointment of their respective Valuers require them to participate in the process set out in this valuation process in accordance with the terms of this valuation process.
5. The Crown and the Claimant shall attempt to agree and appoint as Arbitrator a person who is suitably qualified and experienced in determining disputes about values of assets similar to the Crown Forest Land no later than the next Business Day after the date of expiration of the period of 35 Business Days commencing on the date when this valuation process is agreed. If no agreement and appointment has been made by that date, the Crown shall within 5 Business Days request that the President of the New Zealand Institute of Valuers make such an appointment.
- 6 An appointment under paragraph 5 is made once the appointee has confirmed that he or she shall conduct an arbitration, if requested by the Crown, in accordance with this valuation process.

Agreement on inputs to valuation assessments

- 7 Both Valuers must undertake a joint inspection of the Crown Forest Land in sufficient time to enable compliance with *paragraph 8*.
- 8 The Crown and the Claimant are resolved to minimise the points of difference between their respective Valuers' final reports by requiring them to compare

and agree on base parameters and input assumptions within 30 Business Days of the Valuation Date. The Crown and the Claimant will agree on the base parameters and input assumptions for inclusion in a joint instruction to Valuers.

- 9 Should the Crown's Valuer and the Claimant's Valuer be unable to agree on specified base parameters and input assumptions, the Crown and the Claimant will request the Arbitrator to examine each Valuer's evidence on the points of disagreement and provide a ruling to which both valuers will be bound.

Exchange of valuation reports

- 10 Both the Crown's Valuer and the Claimant's Valuer shall prepare a Valuation Report which includes their respective assessments of Market Value and each party shall deliver a copy of its Valuation Report to the other party no later than the Valuation Exchange Date.
- 11 If one party (*Defaulting Party*) fails to deliver its Valuation Report to the other party (who has provided a Valuation Report to the Defaulting Party within the prescribed time) by the Valuation Exchange Date, then the assessment of the Market Value contained in the Valuation Report provided by that other party will be the Transfer Value.

Negotiations to agree market values

- 12 If each party has provided a Valuation Report at the Valuation Exchange Date, the Crown and the Claimant shall attempt to agree to the Market Value. Where agreement is reached both Parties shall sign a statement identifying the amount which the parties have agreed is the Market Value.
- 13 The amount agreed as the Market Value shall be the Transfer Value for the Crown Forest Land.
- 14 Where agreement is not reached under paragraph 12 by the next Business Day after the date of expiration of the period of 30 Business Days commencing on the Valuation Exchange Date, the determination of the Transfer Value for the Crown Forest Land shall be referred to the Arbitrator in accordance with paragraph 15.

Determination of disputed values

- 15 Within 2 Business Days of paragraph 14 applying, the Crown shall refer the dispute to the Arbitrator.
- 16 The Arbitrator shall promptly give notice of a meeting to be attended by the Crown and the Claimant and their respective Registered Valuers, at a venue and time to be decided by the Arbitrator after consultation with the parties and having regard to their obligation under paragraph 17 but not later than the next Business Day after the date of expiration of the period of 30 Business Days commencing on the Arbitration Commencement Date.

- 17 The Crown and the Claimant shall by no later than 5.00 pm on the day which is 5 Business Days prior to the date of the meeting give to the Arbitrator (and to each other), the Crown's Valuation Report, the Claimant's Valuation Report and any submission or expert evidence based on that information which the Crown or the Claimant intend to present at the meeting.
- 18 At the meeting, the Arbitrator shall establish a procedure and give each party to the arbitration the right to examine, cross examine and re-examine the Registered Valuers and other experts appointed by the parties in relation to the information provided to the Arbitrator and otherwise have regard to the requirements of natural justice in the conduct of the meeting.
- 19 The Arbitrator shall hold the meeting and give his or her determination of the Market Value no later than the next Business Day after the date of expiration of the period of 45 Business Days commencing on the Arbitration Commencement Date. That determination shall be no higher than the higher, and no lower than the lower, of the assessments of Market Value contained in the Crown's Valuation Report and in the Claimant's Valuation Report.
- 20 The Transfer Value for the Crown Forest Land shall be the Arbitrator's determination of the Market Value.
- 21 The determination of the Arbitrator shall be final and binding on the Crown and the Claimant.

General provisions

- 22 The Crown and the Claimant 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 meeting referred to in paragraph 16 shall be borne by the Crown and the Claimant equally. 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.
- 23 The Crown and the Claimant 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.
- 24 If the processes set out in this valuation process are delayed through any event (such as the death or incapacity or unwillingness or inability to act of any Registered Valuer or the Arbitrator), the Crown and the Claimant shall use reasonable endeavours and co-operate with each other to minimise the delay.

Instructions to Valuers for Licensed Crown Forest Land

1. 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").
2. The valuation of the licensor's interest in the Crown Forest Land is to be undertaken in the context of the AIP.
3. 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).
4. The principals, being the Crown (acting through Land Information New Zealand in respect to valuations) and [the claimant group], wish to obtain market valuations for specified part of the Crown Forest Land available for selection.

Requirements

5. The principals have agreed the following requirements for these valuations:
 - a 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.
 - b The Crown Forest Land is to be valued as though:
 - i that part will transfer subject to the Crown forestry licence; and
 - ii the termination period of the licence will begin on 30 September following the giving of the termination notice (assumed to be 30 September 2009); and
 - iii the provisions of Section 14.3 and Part IIC (Section 17) of the licence will apply to the land; and
 - iv 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; and
 - v a computer freehold register has been issued for the part 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.
6. Each valuer is required:

- a to provide a valuation report as at [] (the "Valuation Date");
 - b to provide the market value of the licensor's interest (as described in paragraph 7 below) clearly setting out how this was determined.
7. The value required is the market value being the 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.
8. Both Valuers are to jointly, at times to be agreed between them and the licence holders:
- a inspect the properties; and
 - b inspect the sales information and its supporting evidence.
9. Before the valuation reports are prepared, both valuers are to agree on:
- a a list of comparable sales to be used in determining the value of the Crown Forest Land;
 - b the geographic extent and relevant matters concerning the licensor's interest in the Crown Forest Land; and
 - c the base information or inputs into a formula for assessing future rentals to take account of the return provisions in the Crown forestry licence.

Should the valuers not reach agreement on any issue, each valuer will advise his or her principal and the principals will jointly instruct the arbitrator to rule on the disagreement.

10. Each valuation report provided by a valuer shall:
- a include an assessment of the market value as at [XXX 2007], identifying the key issues affecting value, if any;
 - b meet the requirements of:
 - i 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
 - ii other relevant standards, insofar as those requirements are relevant;
 - c include an executive summary containing:
 - i a summary of the valuation along with key valuation parameters;
 - ii a summary of key issues affecting value, if any;
 - iii the name of the valuer and his or her firm; and

- iv the signature of the valuer and lead valuer if applicable; and
 - d attach appendices setting out:
 - i a statement of valuation policies;
 - ii a statement of valuation methodology; and
 - iii relevant market and sales information.
11. 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.
12. Each valuer will provide the final report to his or her principal once the draft has been reviewed and comments received.

Timing

- i Principals appoint respective valuers
- ii Valuers agree on specified issues (15 business days)
- iii Valuers submit draft reports to respective principals (55 Business Days incl arbitration if required)
- iv Principals provide comments to respective valuers (10 Business Days)
- v Valuers finalise reports and deliver to their respective principals (15 Business Days)
- vi The final reports are shared and negotiations by the Principals over valuation differences commence (96 Business Days from the appointment of the valuers)

Definition

13. In these valuation instructions, 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.

Attachment 10

Valuation Process – Deferred Selection Properties and Assets

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

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

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

- 6 The Crown and Te Rūnanga o Ngāti Apa Society jointly commission a registered valuer;
- 7 The valuer is instructed to prepare a market valuation based on agreed instructions to valuers (as attached) which is binding on both parties; and
- 8 Each party is responsible for half the cost of the valuation.

General

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

Form of Instructions to Valuers

Introduction

- 1 The Crown and Te Rūnanga o Ngāti Apa are negotiating the settlement of Treaty of Waitangi and other claims of Ngāti Apa (North Island) and may, as part of the settlement of those claims, have the opportunity to purchase certain properties from the Crown. The purpose of these valuations is to establish the value at which the properties would transfer from the Crown to Ngāti Apa (North Island).
- 2 [The Crown and Te Rūnanga are each instructing separate valuers to value the Properties.
- 3 The Crown and Te Rūnanga have agreed procedures to resolve differences between the valuations, where necessary.]²

Properties

- 4 The [Properties/Assets] are specified in the attached schedule. [A copy of the terms and conditions of the lease(s) which will be entered into on transfer of the [Property (ies)/Asset] is attached for each Valuer's consideration.

Requirements

- 5 The Crown and Te Rūnanga have agreed the following requirements for these valuations:
 - a The effective date of valuation is to be [](Valuation Date);
 - b The value required is the market value of the [Property/Asset] being the estimated amount, exclusive of GST, at which the [Property/Asset] should if being transferred, be transferred on the Valuation Date from a willing seller to a willing buyer in an arms length transaction, after proper marketing with each party to the transfer acting knowledgeably, prudently and without compulsion. The following should be taken into account:
 - i any encumbrances or interests or other matters affecting or benefiting the [Property/Asset] as are noted on the [certificate of title for the Property/Asset] on the Valuation Date or as are disclosed in writing by the Crown, provided that the Valuer shall not take into account any claim by, or on behalf of, Ngāti Apa (North Island) over that property. [In particular the Valuer should consider the value of the lease as an integral part of the valuation]; and
 - ii the terms of transfer.

² For separate valuations only

- c [Both Valuers are to inspect the [Property/Asset] on a day to be agreed between them and the vendor agency. The Valuers will attempt to resolve between them any matters arising from their inspections by the end of the following day.]²
 - d [Before the inspection of the [Property/Asset], both Valuers are to agree on:
 - i The valuation method or methods applicable to the [property/asset]; and
 - ii The applicable comparable sales to be used in determining the value of the property interest if relevant and comparable rentals]²
 - e Each Valuation Report provided by a Valuer shall:
 - i include an assessment of the Market Value of the [Property/Asset] being valued as at the Valuation Date;
 - ii meet 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 they are relevant;
 - iii include an executive summary containing:
 - A a summary of the valuation along with key valuation parameters;
 - B a summary of key issues affecting value, if any;
 - C the name of the Valuer and his or her firm; and
 - D the signature of the Valuer and lead Valuer (if applicable).
 - iv include a property report based on the standard referred to in paragraph 5e(ii); and
 - v attach appendices setting out:
 - A a statement of valuation methodology and policies; and
 - B relevant market and sales information.
- 6 The Valuer is to supply two copies of the Valuation Report.

Timing

- 7 Valuation reports are to be submitted to Clients no later than []