

IN THE HIGH COURT OF THE COOK ISLANDS
HELD AT RAROTONGA
(CIVIL DIVISION)

OA

/2022

IN THE MATTER OF

the Infrastructure Act 2019

AND

IN THE MATTER OF

certain lands that comprise
and adjoin the Manihiki Airport

AND

IN THE MATTER OF

the need for an order of the
Court to allow the construction
of new infrastructure on those
lands

AN APPLICATION BY

NIMETI NIMETI, as
Executive Officer of the
Manihiki Island Government
acting as Infrastructure
Manager
Applicant

**ORDERS PURSUANT TO SECTIONS 44 AND 47 OF THE
INFRASTRUCTURE ACT 2019
BEFORE HIS HONOUR.....**

..... day the day of 2022

UPON READING the application filed and hearing counsel for the Applicant
and counsel for landowners in reply:

AND NOTING

- a. The matters set out in the affidavit of the Applicant;
- b. the matters set out in the Memorandum of Browne Harvey & Associates dated 26 February 2021 and associated minutes that relate to meetings with landowners in Manihiki held over the period 18 to 20 February 2021;
- c. The minutes of a meeting held with landowners in Manihiki held on 3 May 2021 and the associated provisional endorsement by those landowners of a draft enduring agreement;

AND BEING SATISFIED as to the following:

- a. the proposed works are "new infrastructure" for the purposes of section 45(3) of the Act;
- b. There is consensus among customary landowners on the island of Manihiki as to the new infrastructure;
- c. it is not feasible to identify and communicate with all possible owners of the lands, wherever in the world they may be;
- d. as to absentee owners there is necessarily doubt as to the present nature of their customary claim or entitlement to the lands or any of them;
- e. the construction of the new infrastructure is reasonably necessary and given the affected lands currently host and adjoin the existing runway, the use of alternative land would involve the Applicant in unreasonable costs or technical difficulties;
- f. the Applicant has taken all reasonable steps to obtain the consent of all owners required to be served; and
 - i. has complied with other relevant requirements of this Act; and
 - ii. the conditions of the order sought are fair and reasonable to all parties;
- g. the Court is satisfied that the Applicant has full authority to consent, for the Crown, to the terms of this order and, in particular, the various promises made by the Crown as recorded below;
- h. it is reasonable and appropriate in the circumstances that the Court make the order requested;

NOW THEREFORE THIS COURT MAKES THE FOLLOWING ORDERS:

- A. that, under sections 44(2) and 47 of the Infrastructure Act ("the Act"), the Applicant may proceed with the construction of new infrastructure on the island of Manihiki, namely, the proposed substantial upgrade and rebuilding of the Manihiki Airport;
- B. That:
 - a. the terms and conditions (including financial terms and conditions) as to that work;
 - b. the rights of access (of the infrastructure manager and of others) to be enjoyed in respect of the affected lands, both for

construction and ongoing use of the infrastructure and the ongoing rights and interests in the lands

be as more particularly set out in the draft Enduring Agreement filed with this Application *as amended* by the Court (as per the annexed, redrafted document).

- C. that compensation be payable in the sum and manner set out in that Enduring Agreement;
- D. that the affected area is as per the attached survey plan D3960 consisting of TWO HUNDRED AND SIX THOUSAND NINE HUNDRED AND FOURTEEN SQUARE METRES (206,914 m²)
- E. As contemplated by section 46(2) of the Act that notice of this order be given to affected landowners by;
 - a. The Applicant causing to be passed a copy of the sealed order (and its annexure) to the Island Administration Offices at each of the village of Tauhunu and the village of Tukao, and that the order and its annexure to be made available for public viewing during normal office hours in each case.
 - b. There be public notice in the Cook Islands News, Cook Islands Herald, and on Cook Islands Television (on three separate occasions at least five days apart) notifying customary owners and others having an interest in the lands, of the making of the order and of an opportunity to view the sealed order and its annexure, either in hard copy at the Avarua Courthouse during normal working hours or by accessing a PDF copy on the website of Infrastructure Cook Islands at <https://ici.gov.ck/news-releases/>.
 - c. A copy of the sealed order also be passed to the moderators of the following Facebook and other social media sites with a request that it be posted in order to bring it to the attention of those who are, or may believe themselves to be customary owners of the land or otherwise affected by the making of that order:
 - i. Facebook- Manihiki Whanau; and
 - ii. Facebook- Manihiki Henua Queensland Inc'; and
 - iii. Facebook/Messenger- Principal G Nehemia (President of Manihiki Association in Auckland, New Zealand); and
 - iv. Facebook/Messenger- Terry Tuhe (President of the Manihiki Community in Sydney, New South Wales, Australia).
- F. A sealed copy of this Order and its annexure must be lodged with the Registrar of the Land Division of the High Court of the Cook Islands at

Rarotonga so that details of the Order are available to customary owners making search or enquiry as to land title in Manihiki

BY THE COURT

(Deputy) Registrar

DRAFT

ANNEXURE – TERMS OF ORDER, EXPRESSED AS DRAFT ENDURING AGREEMENT

Between

THE CUSTOMARY LANDOWNERS OF THE MANIHIKI AIRPORT LANDS

and

**HER MAJESTY THE QUEEN ACTING BY AND THROUGH COOK ISLANDS
GOVERNMENT PROPERTY CORPORATION**

THIS AGREEMENT is dated the _____ day of _____

2022

BETWEEN

THE CUSTOMARY LANDOWNERS OF THE MANIHIKI AIRPORT LANDS, who act, in the case of each land, by and through their representatives, recognised as such under Manihiki island custom (those customary landowners, together with their descendants being referred to as “the Customary Owners”)

AND HER MAJESTY THE QUEEN acting by and through **COOK ISLANDS GOVERNMENT PROPERTY CORPORATION (“CIGPC”)**

TOGETHER the parties to this Agreement are referred to as the “Parties” and each a “Party” while the Her Majesty’s Executive Government established by Part II of the Constitution is referred to below as “the Crown”.

BACKGROUND

- A.** In or around 1985 the customary landowners of the lands on which the original Manihiki Airport was to be constructed, invited the Crown to enter, occupy and use parts of those lands to build and operate an airstrip that would allow air travel to and from Manihiki, for the benefit of the people of Manihiki and Rakahanga.
 - B.** In or around 2008, with the idea of allowing larger aircraft (making possible faster, more comfortable and cheaper flights) those customary owners (and those of further lands) agreed the original airstrip could be upgraded and sealed by the Crown. For various reasons that has not happened over the past *14 years*, and so the people of Manihiki and Rakahanga have continued to be served, largely, by Bandeirante aircraft with the costs and operational limitations associated with those aircraft.
 - C.** The Crown now has funding that will allow it achieve, speedily, an extensive upgrade of the airstrip and its facilities (the broad details of the upgrade are set
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out in Schedule 1 and are referred to in this Agreement as “the Upgrade Works”).

- D.** Attached as Schedule 2 is a list of “the Manihiki Airport Lands” – in other words, a list of all the lands (each an “Airport Land”) that, for the purposes of the Upgrade Works and the ongoing operation of the Manihiki Airport, will be needed; the list also includes:

 - a. the names of the landowner representatives of each of those lands; and
 - b. a survey diagram that shows the part of each land that is needed for the Manihiki Airport.
 - E.** Completion of the Upgrade Works will allow Air Rarotonga to operate its Saab 340 aircraft to Manihiki, resulting in lower operating costs and providing an opportunity to reduce airfares and improve service levels.
 - F.** Completion of the Upgrade Works will also allow other aircraft operators to use the Manihiki Airport more easily, leading to benefits for the island and its people
 - G.** The Crown has negotiated, for some months, with the Customary Owners, with a view to taking the Manihiki Airport Lands by warrant. Those lands would then belong to the Crown; however, the Customary Owners – all of them – would then be entitled to compensation that is estimated at between \$5-8 million dollars.
 - H.** Taken together, the considerable cost of the compensation payable to the Customary Owners if taken by warrant, when added to the considerable cost of the Upgrade Works, make the project cost-prohibitive.
 - I.** The Customary Owners within the Cook Islands want the Upgrade Works to proceed; they see no reason why the Crown cannot continue the satisfactory use and occupation of the Manihiki Airport by the Crown that has now been in place for over 30 years.
 - J.** Those Customary Owners point out that, exercising their rights under Manihiki custom, they and their forbears have allowed the Crown, Air Rarotonga, Yves Chen Pan and others to use their land as an airstrip, recognising its value to the people of Manihiki and Rakahanga.
 - K.** Accordingly those Customary Owners have invited the Crown to continue those satisfactory arrangements into the future, on the basis that Customary Owners
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retain their customary ownership and enjoy only the more limited rights to compensation and other benefits that are set out in this Order.

- L.** Specifically, the Customary Owners now invite the making of this order.
- M.** The Customary Owners have agreed to these terms on the understanding that the Manihiki Airport Lands will be used for (and only for) the specific purpose of constructing and operating an aerodrome within the meaning of Cook Islands Rule Part 139 having effect under the Civil Aviation Act 2002 and for the associated ancillary activities of an outer island airport.
- N.** Set out in Schedule 3 is a record of the course of the negotiations that have led to this consent order.
- O.** An order having now made under sections 44 and 46 of the Infrastructure Act 2019, section 47(2)(a) of that Act gives the order the same effect as an Enduring Agreement within the meaning of section 8 of the Infrastructure Act 2019, so that the terms are set out in that form.

RELEVANT TERMS OF ORDER:

1) EXISTING CUSTOMARY USE CONFIRMED; AIRPORT UPGRADE REQUESTED AND AGREED

- a) The Customary Owners, in allowing the making of this order, now confirm the continuing rights of the Crown to use the Manihiki Airport for general aviation purposes as an aerodrome under Part 139 of the Civil Aviation Regulations 1953, and, in the context of the extension and upgrade, have the aerodrome certified under those regulations. The Crown now promises that it will use the Manihiki Airport Lands only for the following purposes (the "Specified Purposes"):
 - i) continuing, for now, to operate the Manihiki Airport in the usual way; and
 - ii) acting by and through Infrastructure Cook Islands ("ICI") to go on to the Manihiki Airport Lands and extend and upgrade the Manihiki Airport by way of the Upgrade Works
 - iii) thereafter operating the Manihiki Airport as, and maintaining its status as, a certified aerodrome under Part 139 of the Civil Aviation Regulations 1953, serving the general public in the provision of air services to and from the island of Manihiki, and allowing for its use by other aircraft operators for such purposes that include, but are not limited to, tourism, fishing, deep sea exploration and mining, maritime reconnaissance and surveillance.
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- b) The Customary Owners agree that the Crown may have others on its behalf come on to the Manihiki Airport Lands:
 - i) to build, service, repair and maintain the airstrip, airport facilities and other plant and equipment that will belong, at law, to CIGPC; and
 - ii) to operate aircraft and carry on the activities of passenger and freight handling, aircraft refuelling, maintenance and servicing, and all ancillary activities necessarily or conveniently carried out on the Manihiki Airport Lands.
 - iii) where appropriate and in consultation with the landowners, to manage and operate any additional activities including commercial, that will have positive long term impacts for the Manihiki Community (socially, economically and/or environmentally).
- c) For the purposes of the Infrastructure Act 2019, it is agreed and declared that CIGPC is to be regarded, for all purposes as “the infrastructure manager” for the Manihiki Airport.
- d) The Crown must (and may through CIGPC or other agency of the Crown):
 - i) keep the Manihiki Airport Lands in a neat and tidy condition and free from all noxious weeds and growths; and
 - ii) comply with the laws for the time being in force in Manihiki that relate to noxious weeds and growths; and
 - iii) keep all installations and utilities on the Manihiki Airport Lands safe and secure so that the risk of injury or death is minimised;
- e) The Crown will not be held liable for any act or omission by the Customary Owners which causes injury or death in relation to the operations of the Manihiki Airport.

2) **MONETARY PAYMENTS**

- a) In return for this grant of customary rights, CIGPC must pay the Customary Owners ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).
 - b) The Customary Owners understand that if the Manihiki Airport Lands were taken by warrant they would each be entitled to be compensated for the loss of their land under the Warrant pursuant to section 359 of the Cook Islands Act 1915.
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- c) The Customary Owners, acknowledging that right, declare that in all the circumstances they believe this customary grant should avoid the need for them to lose title to their lands and instead allow them an ongoing association with important public infrastructure for Manihiki and they warmly embrace that association between themselves and the Crown.
- d) In these circumstances, they believe the \$100,000 that has previously been paid to the Customary Owners is sufficient and fair as full and final compensation payment, when taken together with the additional promises of the Crown under this Agreement, including but not limited to, the following:
 - i) The Crown will be responsible for:
 - (1) the safe and continuing operation and management of the Airport and any costs associated with the same including repairs and maintenance; and
 - (2) all reasonable legal costs incurred by the Landowners that are associated with this Enduring Agreement.
 - ii) The Crown will charge landing fees for all commercial operators (but not for maritime reconnaissance and surveillance flights or for dedicated mercy flight charters) and will account fully for and pay to the Customary Owners, all those fees (nett of VAT).
- e) The Parties record that because of the money paid and the promised use of the Manihiki Airport Lands, the Customary Owners seek no other ongoing payment other than the agreed retention by the Customary Owners of all landing fees.

3) PROHIBITION ON FUTURE TRANSFER

The Crown agrees that:

- a) this order is granted only for the Specified Purpose; and
 - b) While those using the Manihiki Airport's facilities may come on to the Manihiki Airport Lands for the purpose of their travel, or airport business that is within the Specified Purpose, the Crown cannot pass the benefit of the rights granted under this order to anyone else except to some other person or organisation that is either part of the Government of the Cook Islands or is (and remains) fully owned and controlled by the Crown; and
 - c) The Crown cannot use the Land for any other purpose.
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4) NO LIABILITY AS OWNERS

- a) This order simply confirms the rights of the Crown as it moves to place new infrastructure. It does not evidence or imply any sort of partnership or joint venture between the parties.
 - b) The Customary Owners, as landowners will therefore not be liable for:
 - i) repair or maintenance which CIGPC is liable to undertake;
 - ii) any loss or inconvenience suffered by the Crown or any user of the Manihiki Airport by reason of any defect, want of repair, malfunction or breakdown of that infrastructure on the Manihiki Airport Lands;
 - c) the Crown occupies and uses the Manihiki Airport at the Crown's sole risk and releases to the full extent permitted by law the Customary Owners, their employees, agents and contractors from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or on any part of the Manihiki Airport Lands.
 - d) Without limiting the previous clause, the Crown must, in that respect, indemnify and keep indemnified the Customary Owners, and their employees, agents and contractors from and against any:
 - i) liability which they or any of them may suffer or incur or for which they or any of them may become liable;
 - ii) loss, damage, cost, expense or charge reasonably incurred or sustained at any time by them or any of them;
 - iii) proceeding, action, claim, demand or other process in any jurisdiction against them or any of themarising, as a result of any person's use and enjoyment of the Manihiki Airport Lands or the Manihiki Airport or arising in any way from the actions or omissions of any of the Crown or its invitees, employees, contractors and/or agents.
 - e) Again, without limiting clause 4(c), the Crown agrees this indemnity extends to loss or damage suffered, whether directly or indirectly from:
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- i) the negligent use, waste or abuse by the Crown of any infrastructure on the Manihiki Airport Lands, or of any faulty infrastructure of the Crown;
- ii) the loss, damage or injury from any cause to property or persons caused or contributed to by the use or misuse of the Manihiki Airport Lands and infrastructure or any part of them;
- iii) the loss, damage or injury from any cause to property or persons in or on the Manihiki Airport Lands caused or contributed to by any act, omission, neglect, breach or default of any of the Crown or its invitees, employees, contractors and/or agents.;
- iv) any failure by the Crown to comply with any obligation imposed on the Crown under this order or by law;
- v) the condition of the Manihiki Airport Lands;
- vi) any decision of any territorial, regulatory or other authority or court including any order, injunction or award made in respect of any cause of action relating to any part of the Manihiki Airport Lands, under any environmental, health or safety legislation or under any action for personal injury;
- vii) any contaminant on, under or above any part of the Manihiki Airport Lands, or any claim relating to any contaminant under any environmental, health or safety legislation; or
- viii) any abatement notice or enforcement order under any applicable environmental law in respect of any act or omission of the Crown; or
- ix) any claim for loss to property or personal injury or death; or
- x) any failure by the Crown in complying with any obligation imposed on the Crown or any breach by the Crown of any warranty under or in connection with this Agreement.

5) INSURANCE

During the term, the Crown must maintain public risk cover for liability for such minimum amount (being the amount which may be paid out arising from any one single accident or event) for the respective rights and interests of the Crown and the Customary Owners as may be required by law from time to time.

6) TERMINATION AND AMENDMENT

- a) The rights to use the Land, under this order, may be terminated by the Crown giving the Customary Owners not less than 12 months' notice in writing of its intention to terminate its use.
- b) the Crown promises that if the Manihiki Airport Lands are no longer needed for the purposes of flight operations, so there is no longer any valuable public interest in it using or retaining the Manihiki Airport Lands for that purpose, the Crown will give notice of abandonment to the Customary Owners.
- c) the Crown promises that within 24 months of giving notice of abandonment to the Customary Owners, remove its infrastructure apparatus and installations that it (or any third party with its knowledge and consent) has brought on to the Manihiki Airport Lands leave the lands clean and tidy.
- d) If the Crown's infrastructure is not removed within 24 months after giving that notice of abandonment, then, at the option of the Customary Owners, the Customary Owners may either:
 - i) remove the infrastructure and recover the costs of removal without being liable for any damage caused; or
 - ii) retain the infrastructure either on the relevant Airport Land or elsewhere as their own property, absolutely.

7) DISPUTE RESOLUTION

- a) If a dispute arises between the Customary Owners and CIGPC about the meaning of this Agreement or its performance by either Party, the Parties agree to resolve the dispute using any of the following procedures:
 - i) By negotiation between the Parties; and if not resolved within 30 days; then
 - ii) By mediation with a mediator appointed by agreement between the Parties; and if not resolved within 60 days; then
 - iii) By arbitration under the Arbitration Act 2014 and its amendments, that arbitration to be conducted at Rarotonga.
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- b) Nothing in this clause prevents either Party from seeking urgent injunctive relief from the High Court of the Cook Islands.

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SCHEDULE 1

Broad Overview of the Upgrade Works

An Aeronautical study was conducted by the Ministry of Transport in October 2019 to document the condition of the airfield and highlight associated issues and risks for rectification. Based on the aeronautical study, the following improvements to the Manihiki Airport were considered as the scope of work:

- The runway pavement to be upgraded and sealed with a bitumen surface with dimensions of 1450 x 30m and turning bays at either end broadening out to 45-50,
- Runway to be relocated 8 meters to the west, resulting in the realignment of the public road running adjacent to the airfield
- The northern end Runway threshold to be located 240 meters further to the south to clear existing buildings and obstacle clearances
- Runway strip width be widened to achieve 90m
- Stormwater drainage improvements
- Obstacle limitation surfaces be cleared of infringements
- Airside safety and operational improvements, including but not limited to fencing, runway markings, “wing marker” boards, signage and WDI (windsocks)

The final design of the runway shows that the centreline has shifted approximately 8 metres to the west to establish a 90 metre runway strip, with the northern end threshold relocated south 240m for take-off approach OLS clearance from building structures. This will result in the realignment of the public road running adjacent to the airfield. The runway will be 30 metres wide and 1,450 metres long with a consistent 2% cambered cross sectional profile to improve drainage runoff into the runway strip soak pits.

The runway features turning pads at each end of the runway to cater for 180 degree turn manoeuvres by the design aircraft. A strip end and 90 metre long runway end safety are also introduced at both ends, in compliance with Civil Aviation Act standards. The apron is shaped and sized to accommodate independent movements and parking for two turboprop Code C (such as ATR70) aircraft or a single C130 Hercules aircraft in the event of emergency aid.

The construction of the Manihiki Airport Improvement project will be phased over at least 3 years, in 3 main phases listed below;

Phase 1: Construction of the runway, apron and taxiway

Phase 2: Construction of the public road and fencing, and runway furniture

Phase 3: Construction of coastal protection

The construction phase will begin first with the establishment of a quarry and extraction site within the airfield footprint, to provide the required shape correction, profiling and pavement strengthening works. The quarry operation will require the use of a mobile crusher and power screen to manufacture the basecourse aggregates won from the airfields runway strip and strip end. Based on the pavement design, the total extracted volume from the borrow sites will total in the order of 45,750 cubic meters. It is anticipated that for every 5 cubic meters of extracted material, 1 cubic meter will be usable for the pavement construction once crushed and screened. Therefore 36,600 cubic meters of unusable material will be put back into the extraction sites and re-profiled accordingly to the new design grades.

Phase 1 – Construction of the runway, apron and taxiway

Establishment of quarry operations. Extensive tree and vegetation clearance is needed to realign the road and also for obstacle clearance for flight operations. Reprofiling and top up of runway basecourse pavement comprising of a nominal 150mm deep layer of quarried aggregates blended with up to 200mm deep in-situ material and cement stabilized with 5% cement. The design is highly dependent on the gradation, strength, quality and quantity of aggregates available. A three-coat spray sealed runway, apron and taxiway pavement will ensure the integrity of the pavement by providing a waterproofing layer that will resist water penetration into the moisture sensitive underlying pavement materials.

Phase 2 – Construction of the public road and function, and runway furniture

The road approximately 2,000 meters in length is to be realigned to the western side of the runway strip. Low level fencing between 1.2 meters to 1.5 meters high is proposed between the western edge of the widened runway strip and the realigned road corridor to mitigate the risk of animals roaming onto the operational airfield. The fencing shall run the full length of the strip, with the exception of a gap for the taxiway strip crossing spanning 52 meters. Fencing may be required at the northern and southern ends of the runway strip to fully contain the airfield. The sealed runway shall be painted with markings in accordance with the requirements for non-instrument runways and include centreline markings, designation markings, threshold markings, touch down zone markings, turn pad nosewheel guideline markings and side stripe markings. The wind direction indicator (WDI), or windsock, shall be provided at each end of the runway. For both runway thresholds, 'wing marker boards' shall be installed to provide additional visual representation of the threshold locations. Tree clearance and topping must be completed before the airfield can re-open its new aerodrome configuration.

Phase 3 – construction of coastal protection

A 1,300 meter long seal is required along the eastern edge of the runway strip to replace the existing shoreline protection. The seawall is proposed to be made out of robust and durable geobags that are filled with fine aggregates on site and placed in rows and staggered columns, similar to a brick wall.

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SCHEDULE 2
PARTICULARS OF THE MANIHIKI AIRPORT LANDS

[Survey Plan, lists of landowners, lists of representative owners of each]

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SCHEDULE 3

History leading up to this Agreement

TO BE UPDATED – WORK IN PROGRESS

- A. On or about 18, 19 and 20 February 2021 meetings were held in Manihiki between representatives of Crown, specifically ICI with members of Cabinet and the Manihiki Island Government, the Landowners and their lawyer Mrs Browne . At the conclusion of these discussions it was noted specifically for Crown to acquire the land required for the Manihiki Airport Upgrade by Warrant and in exchange an offer of \$100,000 payment (goodwill) to the landowners (along with compensation for coconut trees and any necessary building removal) was made as a form of full and final compensation for that acquisition.
 - B. In addition the Crown would be responsible for the Airport's operation and management and any costs associated with the same including repairs and maintenance.
 - C. Furthermore the landowners would continue to retain all landing fees.
 - D. Agreements to the above proposal were reached in principle between the Crown, the Landowners and Mrs Browne.
 - E. On or about April 2021 a further charter was organised by ICI to Manihiki to allow amongst other matters the Landowners further opportunity to meet with Mrs Browne. Following the same the above noted Agreement in Recital paragraph C ("Agreement") was confirmed and acknowledgment that the lawyers for the Landowners would be working towards finalising as much as possible the allocation of landowners (entitlement) to each lot of land (total of 48-50 lots) at the cost of the Crown. The Landowners agreed in principle to the Crown acquisition of the land by warrant and to the payment offered by the Crown.
 - F. On or about mid October 2021 a further charter was organised by CIIC wherein the Agreement noted above was again confirmed in a public forum at the Tukao CMC building, without Mrs Browne's attendance.
 - G. The parties acknowledge that, given determinations made by the Court in recent years with regards to the value of land per square meter in Manihiki,
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the Agreement reached was full or final compensation of \$100,000 to the Landowners, whilst acknowledging that this is likely to be much lower than what will be deemed fair compensation by any competent Court for the land to be taken by Warrant for the Airport.

- H. In light of recently completed and certified survey plans by the Chief Surveyor in Rarotonga, the total land to be Warranted is 206,915m² (“Warranted land”) The parties are mindful of the compensation determined by the Court in respect of the Manihiki solar lands. To that end the Crown has obtained a recent valuation report dated 14 January 2022 by Miro Consultants Limited whose assessment is \$27.73 per m² which when calculated against the Warranted land equates to \$5,737,752.95 for total potential compensation. An assessment of worth of a smaller parcel of land, taken for the Medical Centre at Te Tautua, Penrhyn by Geoff Tizard of Curnow Tizard produced an assessment of \$38.87 per m² or \$8,034,470.62 total.

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