

Hon Paul Goldsmith
Minister for Treaty of Waitangi Negotiations

Proactive release – Ngāti Hāua: Deed of Settlement

Date of issue: 20 December 2024

The following document has been proactively released in accordance with Cabinet Office Circular CO (23) 4.

Some information has been withheld on the basis that it would not, if requested under the Official Information Act 1982 (OIA), be released. Where that is the case, the relevant section of the OIA has been noted and no public interest has been identified that would outweigh the reasons for withholding it.

No.	Document	Comments
1	Ngāti Hāua: Deed of Settlement <i>Cabinet committee paper</i> Office of the Minister for Treaty of Waitangi Negotiations / Office of the Minister of Conservation <i>1 August 2024</i>	Some information has been withheld in accordance with the following sections of the OIA: <ul style="list-style-type: none">• section 9(2)(f)(iv) - protect the confidentiality of advice tendered by Ministers of the Crown and officials;• section 9(2)(g)(i) – free and frank opinions; and• section 9(2)(j) – negotiations sensitive.
2	Ngāti Hāua: Deed of Settlement <i>Cabinet committee minute</i> <i>SOU-24-MIN-0097</i> Cabinet Office <i>Meeting date: 7 August 2024</i>	Some information has been withheld in accordance with the following sections of the OIA: <ul style="list-style-type: none">• section 9(2)(j) – negotiations sensitive.
3	Report of the Cabinet Social Outcomes Committee: Period Ended 9 August 2024 <i>Cabinet minute CAB-24-MIN-0295</i> Cabinet Office <i>Meeting date: 12 August 2024</i>	Some information has been withheld due to being outside of the scope of this release.

In Confidence

Office of the Minister for Treaty of Waitangi Negotiations

Chair, Cabinet Social Outcomes Committee

NGĀTI HĀUA: DEED OF SETTLEMENT

1 This paper seeks Cabinet agreement to the final redress package for the comprehensive settlement of the historical Treaty of Waitangi claims of Ngāti Hāua. Subject to Cabinet agreement and addressing overlapping interests, I intend to initial a deed of settlement with Ngāti Hāua by the end of 2024.

Relation to government priorities

2 The decisions in this Cabinet paper contribute to the government priority of progressing historical Treaty settlements.

Executive Summary

3 The Crown and the Ngāti Hāua Iwi Trust, the mandated entity for Ngāti Hāua, are completing negotiations to settle the historical Treaty of Waitangi claims of Ngāti Hāua.

4 Based in the Whanganui and Ruapehu districts, Ngāti Hāua are one of four settlement groups in the Whanganui region and have been in negotiations since 2017 (see area of interest map in **Appendix One**).

5 Cabinet agreed the parameters of the settlement offer for Ngāti Hāua in July 2020 and February 2022, [CAB-20-MIN-0368 and CAB-22-MIN-0037 refers]. An agreement in principle was subsequently signed in October 2022.

s9(2)(j)

6 Ngāti Hāua have since sought amendments to the settlement offer, which I seek Cabinet agreement to before initialling a deed of settlement with Ngāti Hāua.

s9(2)(j)

required to achieve a settlement

7 Other additional and/or amended redress includes:

7.1 an increase in the number of additional commercial and cultural redress properties identified since the agreement in principle; and

7.2 amendments to conditions of specified cultural and commercial redress.

¹ Total settlement value of a package is the total monetary value of all redress in terms of cash and assets provided to a claimant group plus the value of any gifted redress or cultural vestings.

- 8 The proposed redress package is largely standard, consistent with Treaty settlement policy and does not set any precedents for future Treaty settlements.
- 9 A settlement with Ngāti Hāua would:
- 9.1 support the Government's priority of progressing Treaty settlements and conclude historical Treaty settlements with all Whanganui groups;
 - 9.2 enable settlements with Ngāti Maniapoto, Ngāti Maru and Te Korowai o Wainuiārua to be fully implemented due to shared redress with Ngāti Hāua; and
 - 9.3 allow negotiations with all groups with interests in the Tongariro National Park to begin.
- 10 A deed of settlement with Ngāti Hāua will be one of the first deeds achieved in the term of this Government. Ngāti Hāua's negotiations began under Minister for Treaty of Waitangi Negotiations, Hon Christopher Finlayson in 2017. I intend to complete these negotiations as soon as possible.
- 11 I seek Cabinet authority:
- 11.1 for myself and relevant Ministers to finalise or vary redress relevant to their portfolios within the financial parameters set by Cabinet; and
 - 11.2 to take account of any final issues including the resolution of overlapping interests prior to initialling the deed of settlement.
- 12 Once the deed of settlement is initialled, Ngāti Hāua will vote on whether to ratify it. I seek authority for myself and the Minister for Māori Development to assess whether the results of the ratification demonstrate sufficient support for the deed, and if so, authorise me to sign the deed with Ngāti Hāua on behalf of the Crown. If the paper is over four pages long, then an executive summary should be included.

Background

- 13 Ngāti Hāua are an iwi based in the upper Whanganui and Ruapehu districts in the central North Island (refer area of interest in **Appendix One**). Ngāti Hāua and the Crown signed terms of negotiation in 2017 and an agreement in principle in October 2022.
- 14 Ngāti Hāua are one of four Whanganui large natural groups recognised by the Crown for Treaty settlements purposes (along with Ngāti Rangī, Te Korowai o Wainuiārua and Whanganui Land Settlement). Ngāti Hāua claims in relation to Whanganui River are settled through the Whanganui River settlement completed in 2017.
- 15 Ngāti Hāua settlement aspirations centre around their desire to rebuild and revitalise Ngāti Hāua as an iwi with a recognised presence across their whole area of interest. Their key focus areas are to establish a strong economic base, negotiate meaningful conservation redress, social transformation for their people and revitalisation of their culture.

- 16 A deed with Ngāti Hāua will conclude substantive individual negotiations in the Whanganui region and enable collective negotiations over both the Tongariro and Whanganui National Parks to begin.

Scope of settlement

- 17 The settlement package I seek Cabinet agreement for is largely consistent with the agreement in principle signed on 22 October 2022, and the Crown offer agreed by Cabinet in July 2020 and February 2022 [CAB-20-MIN-0368 and CAB-22-MIN-0037 refer]. **Appendix Two** details the full settlement package.
- 18 The settlement will finally and comprehensively settle all historical Treaty of Waitangi claims of Ngāti Hāua. Cabinet has previously noted that cultural redress over the Tongariro and Whanganui National Parks will be negotiated separately with iwi who have interests in each Park [CAB-20-MIN-0368 refers]. This is consistent with the approach for Taranaki Maunga and the process agreed under the Ngāti Tūwharetoa, Ngāti Rangī and Te Korowai o Wainuiārua settlements for negotiations over Tongariro National Park.
- 19 Except as provided in the Ngāti Hāua deed, the settlement will not affect any ongoing rights Ngāti Hāua may have under common law (including existing aboriginal title), legislation, or the Treaty of Waitangi.

Crown acknowledgements and apology

- 20 Ngāti Hāua claims relate to warfare, Crown land purchases and the impact of native land laws, the loss of land through the Public Works Act 1981, twentieth century land administration, becoming virtually landless, environmental degradation, socio-economic and cultural deprivation, and the Crown's failure to respect Ngāti Hāua rangatiratanga.
- 21 Ngāti Hāua also have specific grievances around the establishment of the Tongariro National Park, the opening of Te Rohe Pōtae, and the Taumarunui Native Township.
- 22 An agreed historical account, which describes the key interactions between Ngāti Hāua and the Crown from 1840 to 1992, and which gave rise to breaches of the Treaty of Waitangi and its principles is being finalised for inclusion in the deed. In the deed the Crown will acknowledge certain Treaty breaches recognising the Crown's failure to protect Ngāti Hāua.
- 23 The deed and settlement legislation will include a formal Crown apology to Ngāti Hāua for breaches of the Treaty of Waitangi based on the Crown acknowledgements.

Statutory pardons

- 24 The agreement in principle provided an undertaking to explore statutory pardons for two Ngāti Hāua Tipuna, Mātene Ruta Te Whareaitu (Te Whareaitu) and Te Rangiatea, at the request of Ngāti Hāua. A full discussion of the events surrounding the arrest and death of Te Whareaitu and Te Rangiatea is attached as **Appendix Three**.

25 Statutory pardons are rare, but there are several notable precedents both within and outside of Treaty settlements. Within settlements, a pardon was granted to “the people of Ngāti Awa descent who were arrested, tried and labelled as rebels in or around 1865...in respect of all matters arising out of the land wars in 1865.” In 2014, a statutory pardon was provided through Ngāti Rangiwewehi settlement legislation for Kereopa Te Rau for his role in the killing of Carl Völkner.

26 Regarding historical pardons for Māori outside of settlements, Te Whakatōhea rangatira Mokomoko received statutory recognition for his previous 1993 free pardon for his alleged involvement in the killing of Carl Völkner in 1865 through the Mokomoko (Restoration of Character, Mana, and Reputation) Act 2013. The Rua Kēnana Pardon Act 2019 provided a statutory pardon for Rua Kēnana for his conviction of moral resistance to arrest in August 1916.

27 My officials have worked closely with the Crown Law Office, the Office of Legal Counsel, Te Puni Kōkiri and the Ngāti Hāua Iwi Trust on the proposed pardons for Te Whareaitu and Te Rangiatea, who were acquitted of their most serious charges and received disproportionate punishment to their convictions. I consider the circumstances of these men is in line with existing precedent and that statutory pardons will achieve their intended aim of reconciliation. I seek Cabinet agreement to the proposed pardon as follows:

27.1 Sections xx and xx and the historical account in the deed of settlement record the Crown’s treatment of Te Rangiatea and Mātene Ruta Te Whareaitu under martial law, including the exceptional harshness of their punishment, arising from conflicts with the Crown in the Wellington region in 1846.

27.2 Te Rangiatea and Mātene Ruta Te Whareaitu are pardoned for their convictions in relation to those conflicts, and their character, mana, and reputation are restored.

28 I also seek delegated authority from Cabinet to make minor changes to the pardons as necessary, in line with its intent, prior to the signing of the deed.

Financial redress

29 Cabinet agreed a total settlement value of [REDACTED] (made up of financial redress of \$19.000 million and cultural redress of [REDACTED]) for Ngāti Hāua in February 2022, which is at [REDACTED] [CAB-22-MIN-0037 refers]. This [REDACTED]

s9(2)(j)

30 Due to the scarcity of income generating commercial opportunities in the Ngāti Hāua area of interest, the agreement in principle was weighted heavily towards the transfer of cultural redress sites, and included provisions to explore the transfer of additional cultural redress sites in negotiations towards the deed.

[REDACTED]

s9(2)(j)

31 Treaty settlement process requires the Crown to seek to ensure sufficient redress remains in an area for groups that are yet to settle. Over the course of Ngāti Hāua’s negotiations much of the high value, income generating Crown assets were offered to neighbouring settling groups (Crown Forest Licenced land, Pāmu/Landcorp Stations and Waikune Prison). This has left little of commercial value for Ngāti Hāua.

32 The Minister of Finance and I have considered the Ngāti Hāua circumstances and lack of income generating Crown assets, the context of the Whanganui region and the approaches taken to reach settlements with neighbouring iwi and agree an [REDACTED] [REDACTED] is fair and appropriate. s9(2)(i)

33 I seek Cabinet’s agreement to [REDACTED] which comprises \$19.000 million of financial redress [REDACTED]. The offer will be presented to Ngāti Hāua as the Crown’s “final” offer. [REDACTED] s9(2)(j)

34 [REDACTED] s9(2)(f)(iv)
[REDACTED] s9(2)(j)

Recognition of on-account transfer of the Whanganui Courthouse in total settlement value for Ngāti Hāua

35 In June 2002, Cabinet agreed to transfer the Whanganui District Courthouse site (land and buildings) to a Trust representing all Whanganui iwi as an on-account Treaty settlement of the Whanganui land claims [CBC Min (02) 4/14 refers]. In September 2004 Cabinet agreed that the value of the Whanganui Courthouse [REDACTED] be deducted from any quantum provided to Whanganui iwi on final settlement of their historical claims [POL Min (04) 21/5 refers]. s9(2)(j)

36 [REDACTED] s9(2)(f)(iv)
[REDACTED] s9(2)(j)

Commercial redress

37 I have recently agreed to amended commercial redress for Ngāti Hāua for Cabinet agreement. Amendments to commercial redress post-agreement in principle is common and has no impact on the total settlement value nor create any precedents for future settlements.

- 38 The proposed Ngāti Hāua commercial redress package in its entirety is set out in detail in **Appendix Two, Tables 1 – 3**. A description of the Crown’s standard commercial redress instruments is provided in **Appendix Four**.
- 39 The proposed Ngāti Hāua package includes four school sites (land only) as sale and leaseback redress. The Ministry of Education’s lease [REDACTED] s9(2)(j)
[REDACTED] for the 21-year term, subject to rent
renewals in years 7 and 14 [REDACTED] s9(2)(j)
[REDACTED].

Additional and amended commercial redress

- 40 I seek Cabinet agreement to include in the Ngāti Hāua deed the following commercial redress:
- 40.1 the right to purchase 27 commercial properties administered by Toitū Te Whenua Land Information New Zealand (LINZ) (ten of which are Treaty Settlement Landbank properties) within a deferred selection period of five years and a right of first refusal for a period of 184 years (refer **Appendix Two, Table 1**);
 - 40.2 the right of first refusal for a period of 184 years over thirteen LINZ-administered former New Zealand Railways properties (refer **Appendix Two, Table 1**);
 - 40.3 the right of first refusal for a period of 184 years over eleven Department of Conservation (DOC) public conservation land sites (one of which is managed by Ruapehu District Council) (refer **Appendix Two, Table 1**);
 - 40.4 transfer of the Taumarunui District Court (land only) on settlement date, subject to a sale and leaseback (refer **Appendix Two Table 2**);
 - 40.5 transfer of Manunui school (land only) on settlement date subject to a sale and leaseback (refer **Appendix Two, Table 2**);
 - 40.6 the right to purchase Taumarunui High School (land only), Taumarunui Primary School (land only) and Te Kura Kaupapa Māori o Taumarunui (land only) within a deferred selection period of two years and a right of first refusal for a period of 184 years (refer **Appendix Two, Table 2**);
 - 40.7 transfer of three Treaty Settlement Landbank properties on settlement date rather than via a three-year deferred selection period (refer **Appendix Two, Table 2**);
 - 40.8 the right to purchase five commercial properties administered by LINZ (four of which are Treaty Settlement Landbank properties) within a deferred selection period of five years followed by a right of first refusal for a period of 184 years (refer **Appendix Two, Table 2**); and

- 40.9 the right of first refusal over six LINZ properties (for a period of 184 years) (refer **Appendix Two, Table 2**).

Use of public conservation land as commercial redress

- 41 Cabinet agreed 14 public conservation sites (approximately 35 ha) of public conservation land (PCL) sites to be transferred without conservation protections to Ngāti Hāua as cultural redress. Ngāti Hāua seek that three of these sites are offered instead as commercial redress as:
- 41.1 a right of deferred selection purchase for three years over the Waitea Conservation Area (2.63 ha);
- 41.2 two sites to transfer at settlement date, noting that Part 4A of the Conservation Act 1987 applies to these sites, new marginal strips will be created on transfer and protection of public access to the marginal strip and Whanganui River and protection of third-party rights will be provided for:
- 41.2.1 Kirikau (No 3) Scenic Reserve and Marginal Strip (12 ha); and
- 41.2.2 Marsack Conservation Area and Marginal Strip – Whanganui River (7.7 ha).
- 42 While use of PCL as commercial redress is not standard practice there are previous examples of PCL being used as commercial redress and as deferred selection properties³.
- 43 I seek Cabinet agreement to amend previously agreed redress over PCL sites as described above.

Health New Zealand - Taumarunui hospital

- 44 In 1916 the Taumarunui Hospital and Charitable Aid Board used powers in the Public Work Act 1908 to compulsory purchase about 15.4 ha of Ngāti Hāua land for the new Taumarunui hospital. The Hospital site was the location of a significant Ngāti Hāua pa and still functioning urupā (cemetery).
- 45 The settlement will include the following Treaty breach acknowledgement:

“The Crown acknowledges that it breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it compulsorily acquired more land than was reasonably necessary for the site of Taumarunui Hospital...”

- 46 As the Hospital was taken under the Public Works Act and parts of the site continue to be used as a functioning hospital, it is not possible to offer the site for purchase to Ngāti Hāua. I consider the offer of a right of first refusal over the property is appropriate in recognition of the cultural and historical associations of Ngāti Hāua. The right of first refusal will be triggered if Health New Zealand - Te Whatu Ora

³ Ngāti Kuia and Te Runanga o Ngāti Kuia Trust and the Crown Te Whakatau / Deed of Settlement of Historical Claims (23 October 2010), Rangitāne o Manawatu and The Trustees of the Rangitāne o Manawatu Settlement Trust and The Crown Deed of Settlement of Historical Claims (14 November 2015), Ngāti Rārua and Ngāti Rārua Settlement Trust and The Crown: Deed of Settlement of Historical Claims (13 April 2013).

determine the site is no longer needed for a hospital and has completed statutory offer-back requirements under the Public Works Act.

- 47 The Board of Health New Zealand - Te Whatu Ora has agreed to offer a right of first refusal for 184 years over Taumarunui Hospital to Ngāti Hāua and on that basis, I seek Cabinet agreement to this offer.

Cultural redress

- 48 I, along with the Minister for Conservation in relation to conservation-related redress, have recently agreed to amended cultural redress for Ngāti Hāua for Cabinet agreement. Amendments to cultural redress post-agreement in principle is common and will have no impact on the total settlement value nor create any precedents for future settlements.
- 49 The proposed Ngāti Hāua cultural redress package in its entirety is set out in detail in **Appendix Two, Tables 4-16** and a descriptor of the Crown's standard cultural redress instruments is provided in **Appendix Four**.

Additional and amended cultural redress

- 50 I seek Cabinet agreement to include the following additional or amended cultural redress in the Ngāti Hāua deed:
- 50.1 the transfer of nine additional public conservation land properties subject to relevant reserve status and protection of third-party interests (refer **Appendix Two, Table 5**);
 - 50.2 the transfer of seven Crown, or Crown, derived reserves managed by the Ruapehu District Council subject to relevant reserve status and protection of third-party interests (refer **Appendix Two, Tables 5 and 6**). On 23 August 2023, the Council passed a unanimous resolution to support the transfer the seven sites to Ngāti Hāua. Ngāti Hāua and RDC are discussing maintaining RDC administration of the sites after transfer of ownership to Ngāti Hāua. Arrangements between the Council and Ngāti Hāua regarding administration and management of the reserves after settlement is still under discussion;
 - 50.3 two additional deeds of recognition and statutory acknowledgements (refer **Appendix Two, Table 10**);
 - 50.4 nine additional statutory acknowledgements only (refer **Appendix Two, Table 11**);
 - 50.5 ten nohoanga sites (refer **Appendix Two, Table 12** and **Appendix Five, Map 1**);
 - 50.6 two pouwhenua placed at sites agreed between Ngāti Hāua and DOC (refer **Appendix Two, Table 13** and **Appendix Five, Map 2**). The costs associated with the pouwhenua and their installation on public conservation land are the responsibility of Ngāti Hāua;
 - 50.7 relationship agreements with Te Puni Kōkiri and Statistics New Zealand;

- 50.8 letters of introduction with National Emergency Management Agency and the New Zealand Trade and Enterprise (also refer full relationship redress in **Appendix Two, Table 15**); and
- 50.9 eleven additional geographic name changes as specified in **Appendix Two, Table 16**.

Use of Treaty Settlement Landbank properties as cultural redress

- 51 Cabinet previously agreed to offer four Treaty Settlements Landbank properties (held by LINZ) as three-year deferred selection properties [CAB-20-MIN-0368 refers] – refer **Appendix Two, Table 6**. Ngāti Hāua seek these as cultural redress properties. I now seek Cabinet agreement to transfer these properties on settlement date as cultural redress.

Joint management committee/Te Pou Taiao to be established in settlement legislation

- 52 Central to this settlement is the establishment of a joint management committee over 14 areas of PCL. The development of such joint management arrangements is consistent with Treaty settlement policy and is similar to redress included in other settlements that have joint management arrangements e.g., Moriori Claims Settlement Act 2021, Ngāti Rangi Claims Settlement Act 2019, and the Ngāti Awa Claims Settlement Act 2005. Public access and third-party rights will remain protected.
- 53 The joint management committee will be named Te Pou Taiao and is proposed to cover 14 areas of PCL totalling approximately 4,974ha (**Appendix Two, Table 9** and **Appendix Five, Map 3**). Membership will consist of two members of the Ngāti Hāua post-settlement governance entity (PSGE) and two members to be nominated by the Director-General of Conservation. The chair of Te Pou Taiao will be appointed by the PSGE.
- 54 Te Pou Taiao will administer the area in accordance with:
- 54.1 Ngāti Hāua’s principles for the survival and preservation of the natural world;
- 54.2 the Reserves Act 1977 (including responsibilities for protection of public access and third-party rights); and
- 54.3 the provisions in the deed and/or the settlement legislation.
- 55 The land classification of six of the areas of PCL⁴ to be managed under Te Pou Taiao would need to be changed to scenic reserves to be administered under the Reserves Act 1977. The settlement legislation would be used to provide for this.
- 56 Te Pou Taiao is proposed to have delegated functions and powers under the Reserves Act 1977.

⁴ Kokaka Conservation Area (445 ha approx.), Opura Conservation Area (123 ha approx.), part of Neilsons Conservation Area (664 ha approx.), part of Pukeatua Conservation Area (274 ha approx.), Hunua Conservation Area (583 ha approx.) and part of Opatu Conservation Area (232 ha approx.).

- 57 The ownership of the areas of PCL will remain with the Crown and DOC will continue the operational management, and provision of any budget for the PCL in the area of responsibility will be subject to DOC and conservation priorities. DOC will prepare a three-yearly operational plan and will consult with Te Pou Taiao on the plan. This will enable the committee to have input into DOC's operational work programme and provide for the Director-General of Conservation to have regard to the views of the PSGE and Te Pou Taiao over the area of responsibility. It also provides for the identification of opportunities for the PSGE to undertake operational management activities in the area of responsibility.
- 58 Settlement legislation will set out the requirement that under Te Pou Taiao, the Minister of Conservation and the Director-General will be required to consult with, and have regard to the views and advice of, Te Pou Taiao in relation to conservation matters affecting the area of responsibility, in particular in the preparation of statutory planning documents, for example conservation management strategies and the preparation of annual plans and annual conservation priorities.
- 59 It is proposed that the parties will be able to include additional PCL into the area of responsibility by mutual agreement and confirmed in writing.
- 60 The Minister of Conservation and I seek Cabinet agreement to this redress.

Delegated authority for further redress

KiwiRail area right of first refusal

- 61 Ngāti Hāua have sought a right of first refusal over an area of land held by KiwiRail. KiwiRail is supportive of this redress.
- 62 Due to the extent of neighbouring interests overlapping within the railway corridors within Ngāti Hāua's area, more time is required to resolve these matters with neighbouring iwi before this redress can be confirmed. I seek delegated authority from Cabinet to make decisions on this redress within the fiscal parameters agreed by Cabinet and Treaty settlement policy once the overlapping interests process is completed to the satisfaction of the Crown.

Secondary rights of first refusal

- 63 Ngāti Hāua and Te Korowai o Wainuiārua agreed in principle between themselves that Ngāti Hāua should be afforded the opportunity for secondary rights of first refusal (second RFR) to over 36 LINZ-administered properties, six New Zealand Railways Corporation properties, two DOC properties, two Ministry of Education properties, two Fire and Emergency New Zealand properties, one New Zealand Transport Agency – Waka Kotahi properties and one New Zealand Police property included in the Te Korowai deed (refer **Appendix Two, Table 17**).

64



s9(2)(f)(iv)

- 65 I seek delegated authority from Cabinet to consider and make decisions on these matters once an outcome has been reached and the overlapping interests process is completed to the satisfaction of the Crown.

Dry riverbed of the Whanganui River

- 66 The agreement in principle committed to explore whether redress could be provided over areas of dry land that were former riverbed of the Whanganui River. The dry riverbed of Whanganui River has been deemed⁵ to have always been vested in the Crown, but not allocated to any agency (and not subject to the Te Awa Tupua (Whanganui Claims Settlement) Act 2017).
- 67 Twelve sites (**Appendix Two, Table 17**) totalling up to approximately 40 ha have been identified as suitable for potential inclusion in the Ngāti Hāua settlement package. The settlement legislation would be used to transfer the agreed areas of the dry riverbed to Ngāti Hāua subject to the protection of conservation values, public access and protection of existing third-party interests where required.
- 68 I seek Cabinet agreement to this redress.

Overlapping interests

- 69 The Ngāti Hāua area of interest, and redress being offered by the Crown overlaps with following groups:
- 69.1 Te Korowai o Wainuiārua;
 - 69.2 Ngāti Tūwharetoa;
 - 69.3 Ngāti Maniapoto;
 - 69.4 Ngāti Mutunga;
 - 69.5 Ngāti Rangī;
 - 69.6 Ngāti Maru;
 - 69.7 Ngāti Ruanui;
 - 69.8 Ngāti Tama;
 - 69.9 Whanganui Lands; and
 - 69.10 Ngaa Rauru Kiiitahi.

- 70 Prior to, and after signing the agreement in principle, Ngāti Hāua and Te Arawhiti wrote to all overlapping groups seeking their views on the proposed Ngāti Hāua redress. Ngāti Hāua and Te Arawhiti also met with some overlapping groups to discuss the proposed redress. This engagement and wider Treaty settlement

⁵ by section 14 of the Coal-mines Act Amendment Act 1903 and subsequent Acts, as the Whanganui River is and has been a navigable river.

negotiations has resulted in some agreements, such as shared redress, including with Ngāti Maniapoto, Ngāti Maru and Te Korowai o Wainuiārua.

- 71 Engagement with overlapping groups have mostly been positive and pragmatic. Ngāti Hāua are continuing to engage with the neighbours to reach agreements. Subject to final discussions, I expect to see resolution in October.
- 72 I therefore propose that Cabinet authorise me to make a final determination that overlapping interests have been resolved to the satisfaction of the Crown prior to initialling the deed. This delegation is standard in Treaty settlement negotiations.

Final matters

- 73 As negotiations with Ngāti Hāua end, there may be final details that require minor variation from what is proposed in this paper. I propose that Cabinet authorise myself, the Minister of Finance, Minister of Conservation, Minister for Land Information, Minister for Māori Crown Relations: Te Arawhiti, Minister for Land Information, Minister of Health, and any other relevant Ministers to finalise or vary redress relevant to their portfolios that does not increase the total value of the settlement, and is within the intent of Cabinet decisions and general parameters of the Treaty settlement framework, to take account of any final issues prior to initialling the deed.

Tax indemnity

- 74 An indemnity will be sought from the Minister of Finance for income tax and Goods and Services Tax (GST) upon the transfer of settlement redress. The Inland Revenue Department has published interpretation statements that support the view that the transfer of settlement redress does not give rise to either income tax or GST consequences. To ensure that Ngāti Hāua retain the full value of their settlement, and for the avoidance of doubt, the Minister of Finance's agreement will be sought to indemnify the PSGE against income tax and GST on the transfer of redress.

Governance and mandate

- 75 The Ngāti Hāua Iwi Trust is currently developing its PSGE arrangements through intensive engagement with its claimant community. The Minister for Māori Development and I will consider the arrangements and whether it is an appropriate, robust and transparent entity to receive the settlement assets.
- 76 The Ngāti Hāua Iwi Trust has provided satisfactory mandate maintenance reports to my officials outlining their engagement with the Ngāti Hāua community. The Ngāti Hāua Iwi Trust has been active in communicating to and involving their claimant community in the negotiations process.

Ratification of settlement

- 77 After the deed has been initialled, the Ngāti Hāua claimant community will be asked to ratify the deed.
- 78 I seek delegated authority for myself and the Minister for Māori Development to consider whether the deed ratification results demonstrate sufficient support from Ngāti Hāua for the deed.

79 I also seek delegated authority to sign the deed on behalf of the Crown should ratification results demonstrate sufficient support from Ngāti Hāua.

Conditions of the settlement

80 The settlement will be conditional on ratification of the deed by Ngāti Hāua and the enactment of settlement legislation to implement aspects of the deed.

Next steps

81 If Cabinet agrees the proposed settlement package to Ngāti Hāua as detailed in this paper, I intend to present the Crown’s final total settlement value offer to Ngāti Hāua in August 2024. If Ngāti Hāua accept the Crown’s final offer, I intend to initial the deed with Ngāti Hāua by the end of 2024. [REDACTED]

s9(2)(j)

82 Depending on the outcome of Ngāti Hāua acceptance and the deed ratification process, I anticipate signing the deed in early 2025.

Consultation

83 Te Puni Kōkiri, Department of Conservation, Ministry for the Environment, Department of Internal Affairs, Ministry of Business, Innovation and Employment, Ministry for Primary Industries, Ministry for Culture and Heritage, Ministry of Education, Tertiary Education Commission, Land Information New Zealand, New Zealand Geographic Board, Oranga Tamariki - Ministry for Children, Ministry of Social Development, Kainga Ora – Homes and Communities, Ministry of Housing and Urban Development, New Zealand Police, Department of Corrections, Ministry of Justice, Ministry of Health, Health New Zealand - Te Whatu Ora, KiwiRail, Statistics NZ and the Treasury have been consulted in the development of this paper.

Proactive release

84 I intend to proactively release this paper, making any necessary redactions, within 30 business days of final decisions being taken by Cabinet. However, if a deed has not been initialled within 30 business days of Cabinet’s decision, then I intend to defer proactive release of this paper until the deed has been initialled, as all of the content will remain negotiations sensitive until that time.

Financial implications

s9(2)(j)

85 I seek Cabinet agreement to [REDACTED] and associated relativity mechanism implications of a [REDACTED]. This funding is to be charged against the between Budget contingency established as part of Budget 2024.

86 The **Table 1** below details how Ngāti Hāua will benefit from the comprehensive settlement of their historical Treaty of Waitangi claims and the cost to the Crown of the settlement:

Table 1: Financial implications of the Ngāti Hāua settlement

Financial implications of the proposed settlement	(\$m)
Financial and commercial redress	
Financial redress	19.000
<i>Subtotal Financial and Commercial redress</i>	19.000
Cultural redress	
Cultural redress already agreed	█
Additional cultural redress sought	█
Cultural redress as an alternative to Te Wera Crown Forest Licenced land ⁶	█
<i>Subtotal Cultural redress</i>	█
Total settlement redress	█
Estimated interest	█
Total value received by claimants through the settlement process	█
Other Crown costs	
Apportioned value of Whanganui Courthouse, on account	█
Relativity mechanism implications (current settlement offer)	█
Relativity mechanism implications (additional cultural redress)	█
Total cost to the Crown	█
Less on-accounts and associated relativity clause implications	█
Total to be charged when a deed of settlement is initialled	█

s9(2)(j)

s9(2)(j)

87 The total cost of the Ngāti Hāua settlement (less a share of the Whanganui Courthouse, which has already been expensed) will be charged against the Vote Treaty Negotiations Multi-Year Appropriation: Historical Treaty of Waitangi Settlements 2024-2028 when the deed is initialled.

88 DOC implementation and impairment costs referred to below are over and above those outlined in **Table 1** (Financial implications of the Ngāti Hāua settlement) above.

Department of Conservation implementation costs

89 Treaty settlements establish extra commitments for DOC. These impose additional costs on DOC through, for example, enhanced iwi engagement on managing specific sites and implementing relationship agreements.

90 As negotiation is still ongoing, it is not yet possible for DOC to provide final implementation costs before initialling a deed of settlement.

91 I therefore ask Cabinet to:

91.1 note DOC’s estimated range for implementation costs for this settlement is █ per annum in 2026/27 – 2030/31 and █ per annum in out years; and

s9(2)(j)

s9(2)(j)

- 91.2 authorise the Minister of Finance and Minister of Conservation to agree DOC's final implementation costs when available and to change any relevant Vote Conservation appropriations.
- 92 Years 2026/27 – 2030/31 are DOC's one-off, initial costs to operationalise the conservation redress. Outyears (starting in year 2031/32) are DOC's ongoing costs per annum required to undertake its redress obligations once operationalised.
- 93 Once the redress package is finalised, it may be appropriate for the one-off, initial implementation costs to be distributed over a longer period of up to an additional three Crown financial years, while remaining within the total amount for initial costs outlined at paragraph 90.1 above. This could include adding the pre-settlement financial year, being immediately prior to the expected settlement date. A longer cost distribution period will be considered when DOC seeks the Minister of Finance and Minister of Conservation agree the final implementation costs.
- 94 Through joint Minister of Finance and Minister of Conservation agreement, DOC will increase the relevant Vote Conservation appropriations through a technical adjustment at the next baseline update, as was the agreed process by Cabinet in 2010 [CAB Min (10) 9/7 refers]. Joint Ministers may confirm the appropriate fiscal treatment (that is, inside or outside of Budget allowances) at that time.

Department of Conservation impairment costs

- 95 In accordance with accounting standards and generally accepted accounting practice, some of the public conservation land in this settlement may need to be impaired in value before it is de-recognised from property, plant and equipment to be held for sale and subsequently transferred to the post settlement governance entity.
- 96 An impairment may arise for this settlement due to the transfer value being lower than the Crown's book value at the date the Crown and iwi initial a deed of settlement.
- 97 Impairment costs are charged to the revaluation reserve with no impact on the Crown's operating balance, but with a negative impact on the Crown's Net Worth.
- 98 Due to ongoing negotiation, all public conservation land transferring in settlement is not yet agreed. Based on all potential public conservation land transfer sites, their total book value in the 2023/24 financial year is [REDACTED]. Given we do not have an agreed total transfer value for this land yet, I ask Cabinet to note that the book value is the estimated maximum impairment cost. s9(2)(j)
- 99 I therefore seek Cabinet to authorise the Minister of Finance, Minister for Treaty of Waitangi Negotiations and Minister of Conservation to agree the final impairment costs for the Ngāti Hāua settlement when available, and to change any relevant Vote Conservation appropriations before initialising a deed of settlement.
- 100 If the value of the public conservation land that has been transferred into the held for sale asset category further decreases a loss on sale expense would need to be recognised in the statement of financial performance and would require an appropriation to incur this expense.

[REDACTED]

[REDACTED]

s9(2)(f)(iv)

[REDACTED]

Human rights

103 The proposals outlined in this paper do not raise any issues of inconsistency with the New Zealand Bill of Rights Act 1990 or the Human Rights Act 1993.

Legislative implications

104 Legislation is required to implement aspects of the settlement. Draft legislation will be attached to the deed. Once the deed is signed I will seek Cabinet agreement to introduce the settlement legislation.

Regulatory Impact Statement

105 No Regulatory Impact Statement is required because the proposal is consistent with existing policy.

Publicity

106 The Office for Māori Crown Relations – Te Arawhiti, jointly with the Ngāti Hāua Iwi Trust, will develop a communications strategy to ensure interested parties are informed of the content of the deed at the time it is initialled.

PROACTIVELY RELEASED BY THE MINISTER FOR TREATY OF WAITANGI NEGOTIATIONS

Recommendations

The Minister for Treaty of Waitangi Negotiations recommends that the Committee:

- 1 **note** the redress package detailed in this Cabinet paper will settle comprehensively the historical Treaty of Waitangi claims of Ngāti Hāua, and is largely consistent with the Crown offer Cabinet agreed in July 2020 and February 2022 [CAB-20-MIN-0368 and CAB-22-MIN-0037 refer] and the agreement in principle signed between the Crown and Ngāti Hāua on 22 October 2022;
- 2 **note** that protection of public access and third-party rights will be provided for in the Ngāti Hāua deed of settlement;
- 3 **note** that the full Ngāti Hāua settlement package detailed at **Appendix Two**, is largely standard and consistent with Treaty settlement policy, and does not set any precedent for future Treaty settlements;

Crown acknowledgements, apology and statutory pardons

- 4 **note** the Minister for Treaty of Waitangi Negotiations has the delegated authority of Cabinet to agree and finalise Crown acknowledgements and the Crown apology;
- 5 **agree** to provide statutory pardons for Mātene Ruta Te Whareaitu and Te Rangiatea as laid out in paragraph 27;
- 6 **authorise** the Minister for Treaty of Waitangi Negotiations to amend the text of the pardons as necessary, in line with its intent, prior to the signing of the deed;

Financial redress

█ [REDACTED]

█ [REDACTED]

9 **agree** to [REDACTED], with \$19,000 million of financial redress [REDACTED]

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10 **note** that on 27 August 2019 Cabinet agreed to account for the transfer of the Whanganui Courthouse by increasing the total settlement value of the Whanganui iwi, that for Ngāti Hāua this increased the total settlement value by [REDACTED] [CAB-19-MIN-0448 refers], and that the increase is a technical adjustment and does not affect the quantum amount agreed with Ngāti Hāua;

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Commercial redress

- 11 **note** the majority of the specific commercial redress items were agreed by Cabinet in July 2020 [CAB-20-MIN-0368 refers] and that the full commercial redress package for Cabinet agreement and for the deed of settlement is set out in **Appendix Two, Tables 1-3**;
- 12 **note** the package includes four school sites (land only) as sale and leaseback redress with an estimated [REDACTED] s9(2)(j) for the 21-year term, subject to rent renewals in years 7 and 14;

Additional and amended commercial redress

- 13 **agree** the following additional and amended commercial redress elements:
- 13.1 the right to purchase 27 commercial properties administered by LINZ (ten of which are Treaty Settlement Landbank properties) within a deferred selection period of five years and a right of first refusal for a period of 184 years;
 - 13.2 the right of first refusal for a period of 184 years over thirteen LINZ-administered former New Zealand Railways properties.
 - 13.3 the right of first refusal for a period of 184 years over eleven Public Conservation Land sites (one of which is Crown derived reserve managed by Ruapehu District Council);
 - 13.4 transfer of the Taumarunui District Court (land only) on settlement date, subject to a sale and leaseback;
 - 13.5 transfer of the Manunui School (land only) on settlement date, subject to a sale and leaseback;
 - 13.6 the right to purchase Taumarunui High School (land only), Taumarunui Primary School (land only) and Te Kura Kaupapa Māori o Taumarunui (land only) within a deferred selection period of two years and a right of first refusal for a period of 184 years;
 - 13.7 transfer of three Treaty Settlement Landbank properties on settlement date rather than via a three-year deferred selection period;
 - 13.8 the right to purchase five commercial properties administered by LINZ (four of which are Treaty Settlement Landbank properties) within a deferred selection period of five years followed by a right of first refusal for a period of 184 years; and
 - 13.9 a right of first refusal for a period of 184 years over six commercial properties administered by LINZ.

Use of public conservation land as commercial redress

- 14 **agree** to offer two public conservation land sites without conservation protections as commercial redress for transfer on settlement date:

- 14.1 Kirikau (No 3) Scenic Reserve and Marginal Strip (12 ha); and
- 14.2 Marsack Conservation Area and Marginal Strip – Whanganui River (7.7 ha);
- 15 **agree** to offer the right to purchase the Waitea Conservation Area (2.63 ha) within a deferred selection period of three years;
- 16 **note** that while use of public conservation land as commercial redress is not standard practice it has been agreed by Cabinet in a few previous settlements;
- 17 **note** that that Part 4A of the Conservation Act 1987 applies to public conservation land used as commercial redress and new marginal strips will be created on transfer and protection of public access to the marginal strip and Whanganui River will be provided for;

Health New Zealand - Taumarunui hospital

- 18 **note** that the Board of Health New Zealand - Te Whatu Ora has agreed to offer a right of first refusal for 184 years over Taumarunui Hospital to Ngāti Hāua;
- 19 **agree** to offer the right of first refusal over Taumarunui hospital administered by Health New Zealand - Te Whatu Ora (formerly District Health Board property);

Cultural redress

- 20 **note** the majority of the specific cultural redress items were agreed by Cabinet in July 2020 [CAB-20-MIN-0368 refers] and that the full cultural redress package for Cabinet agreement and for the deed of settlement is set out in **Appendix Two**;

Additional and amended cultural redress

- 21 **agree** the following additional and amended cultural redress elements:
- 21.1 transfer nine additional public conservation land sites in Ngāti Hāua cultural redress package subject to relevant reserve status and protection of third-party interests;
- 21.2 transfer seven Crown, or Crown derived reserves managed by the Ruapehu District Council, subject to relevant reserve status and ongoing protection of conservation values and third-party interests (with the administration arrangements to be agreed);
- 21.3 additional deeds of recognition with statutory acknowledgements over two areas of public conservation land;
- 21.4 additional statutory acknowledgements over nine areas of public conservation land;
- 21.5 nohoanga (camping entitlements) at ten specified locations on public conservation land, subject to standard terms and conditions for nohoanga;

- 21.6 two pouwhenua to be placed at specified locations on public conservation land, with associated costs being the responsibility of Ngāti Hāua;
- 21.7 a commitment from Te Puni Kōkiri and Statistics New Zealand to negotiate high-level relationship agreements with Ngāti Hāua;
- 21.8 a commitment to negotiate letters of introduction to National Emergency Management Agency and the New Zealand Trade and Enterprise;
- 21.9 additional eleven official geographic name changes as specified in **Appendix Two, Table 16**;
- 22 **note** that on 23 August 2023, the Ruapehu District Council passed a unanimous resolution to support the transfer of titles of the seven Council administered properties in the Ngāti Hāua Treaty settlement;

Use of Treaty Settlement Landbank properties as cultural redress

- 23 **agree** to transfer four Treaty Settlements Landbank properties (held by Land Information New Zealand) on settlement date as part of cultural redress;

Joint management committee/Te Pou Taiao to be established in settlement legislation

- 24 **agree** to offer to Ngāti Hāua a joint management committee with the Department of Conservation, to be known as Te Pou Taiao, which will have delegated decision-making and oversight of conservation management over the specified public conservation land, with the ownership remaining with the Crown and the Department of Conservation continuing the operational management of the specified public conservation land;
- 25 **note** the area of responsibility of Te Pou Taiao would cover fourteen specified areas of public conservation land totalling 4,947 ha;
- 26 **agree** to use settlement legislation to change the conservation status of six specified areas of public conservation land to scenic reserves administered under the Reserves Act 1977 for the purpose of inclusion into the area of responsibility of Te Pou Taiao;
- 27 **note** that additional public conservation land could be added into the area of responsibility of Te Pou Taiao, subject to approval under the delegation sought in recommendation 39;
- 28 **note** that existing mechanisms under the Reserves Act 1977 would allow the Minister of Conservation to appoint Te Pou Taiao to control and manage additional areas of public conservation land after settlement by mutual agreement of the parties, confirmed in writing;

Overlapping interests

- 29 **note** the Crown is offering redress to Ngāti Hāua in areas that overlap with the interests of Te Korowai o Wainuiārua, Ngāti Tūwharetoa, Ngāti Maniapoto, Ngāti Mutunga, Ngāti Rangī, Ngāti Maru, Ngāti Ruanui, Ngāti Tama, Whanganui Lands

and Ngaa Rauru Kiitahi, and that Ngāti Hāua and the Crown have had largely positive engagement with overlapping groups;

- 30 **note** that if there are unresolved matters, the Minister for Treaty of Waitangi Negotiations will make final decisions on overlapping interests prior to initialling a deed of settlement;

Conditions of settlement

- 31 **note** the settlement is conditional on ratification of the deed by Ngāti Hāua and the enactment of settlement legislation to implement certain aspects of the deed;

Financial implications

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- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- 36 **approve** the following elements of the Ngāti Hāua settlement to be charged against the Vote Treaty Negotiations Multi-Year Appropriation: Historical Treaty of Waitangi Settlements 2024-2028 when the deed is initialled:

Financial implications of the proposed settlement	(\$m)
Financial and commercial redress	
Financial redress	19.000
<i>Subtotal Financial and Commercial redress</i>	19.000
Cultural redress	
Cultural redress already agreed	■
Additional cultural redress sought	■
Cultural redress as an alternative to Te Wera Crown Forest Land	■
<i>Subtotal Cultural redress</i>	■
Total settlement redress	■
Estimated interest	■
Total value received by claimants through the settlement process	■
Other Crown costs	
Apportioned value of Whanganui Courthouse, on account	■

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Financial implications of the proposed settlement	(\$m)
Relativity mechanism implications (current settlement offer)	██████████
Relativity mechanism implications (additional cultural redress)	██████████
Total cost to the Crown	██████████
Less on-accounts and associated relativity clause implications	██████████
Total to be charged when a deed of settlement is initialled	██████████

s9(2)(j)

Department of Conservation implementation and impairment costs

- 37 **note** the Department of Conservation’s implementation and impairment costs referred to below are over and above those outlined in the financial implications table at recommendation 36 above;
- 38 **note** the Department of Conservation’s estimated range for implementation costs for this settlement is ██████████ per annum in 2026/27 – 2030/31 and ██████████ per annum in out years and will provide the Minister of Finance and Minister of Conservation the final costs when available;
- 39 **note** the Department of Conservation currently estimates the maximum impairment costs for this settlement will be ██████████

s9(2)(j)

Delegation to act

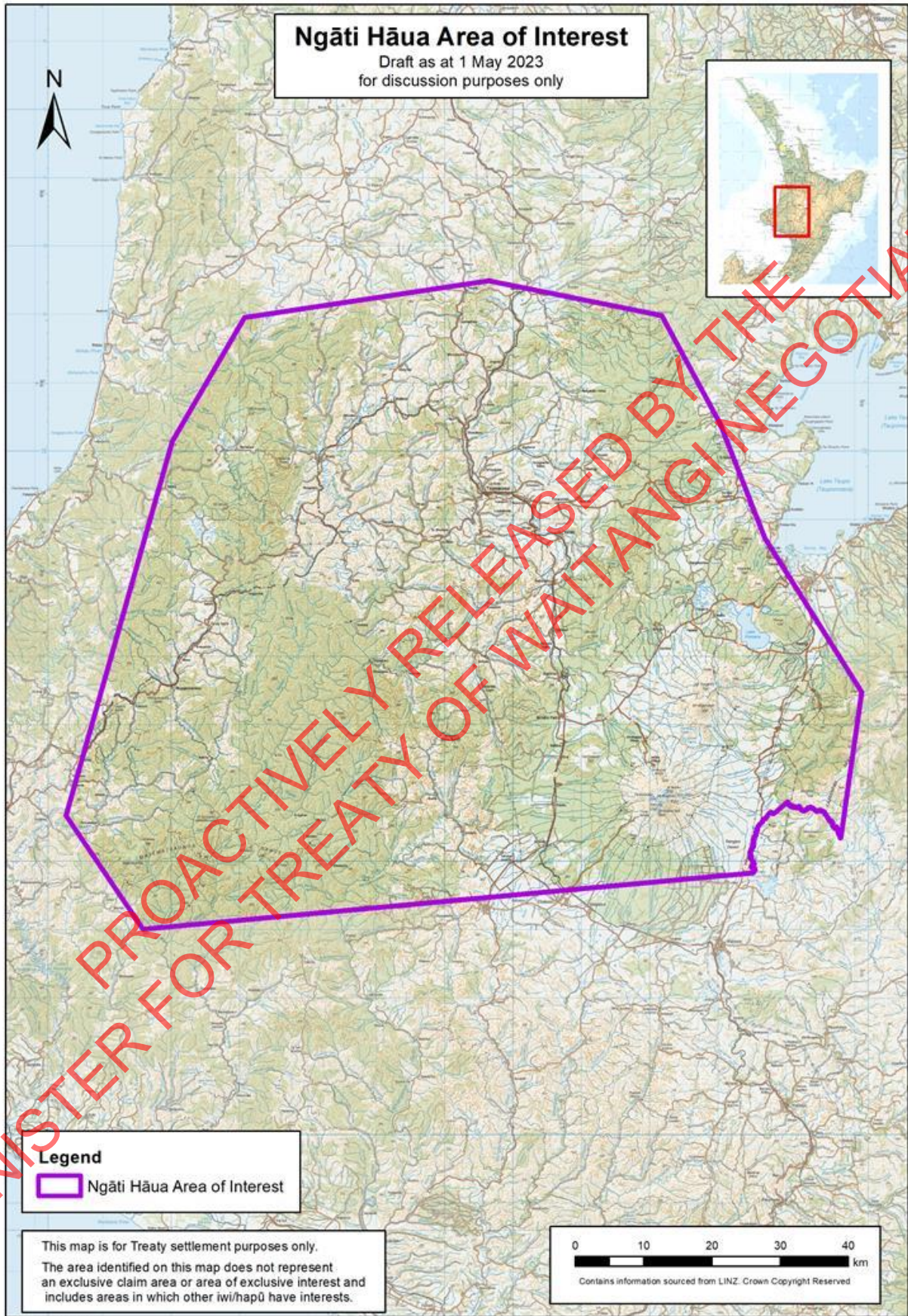
- 40 **authorise** the Minister for Treaty of Waitangi Negotiations together with the Minister of Finance, Minister of Conservation, Minister for Land Information, Minister for Māori Crown Relations: Te Arawhiti, Minister of Health and any other relevant Ministers, in consultation with affected agencies, to finalise or vary redress relevant to their portfolios that does not increase the total value of the settlement, and is within the intent of Cabinet decisions and general parameters of the Treaty settlement framework, to take account of any final issues prior to initialling the deed;
- 41 **authorise** the Minister of Finance and Minister of Conservation to agree the final implementation costs for the Ngāti Hāua settlement when available, and to change any relevant Vote Conservation appropriations;
- 42 **authorise** the Minister of Finance, Minister for Treaty of Waitangi Negotiations and Minister of Conservation to agree the final impairment costs for the Ngāti Hāua settlement when available, and to change any relevant Vote Conservation appropriations.

Authorised for lodgement

Hon Paul Goldsmith

Minister for Treaty of Waitangi Negotiations

Appendix One: Ngāti Hāua Area of Interest



MINISTER FOR TREATY OF WAITANGI NEGOTIATIONS

Appendix Two: Ngāti Hāua Settlement Package

Historical Redress

- Historical account
- Crown acknowledgement
- Crown Apology

Financial and Commercial Redress

- The settlement includes the financial and commercial redress amount of \$19 million.

Table 1: Additional commercial redress for Cabinet agreement

Property Name/Address	Approx. size (ha)	Proposed redress	Landholding agency
Deferred Selection Property (DSP) and Right of First Refusal (RFR)			
11624 – Crown Land - Titi Street, Matiere	0.18	Five-year DSP and RFR	LINZ
17479 – Grazing Land – 34 Taranui Street, Ōhura	0.08	Five-year DSP and RFR	LINZ
17478 – Grazing Land – 38 Taranui Street, Ōhura	0.13	Five-year DSP and RFR	LINZ
11694 – House Site – Ōhura (NP619)	0.14	Five-year DSP and RFR	LINZ
11691 – Taranui Street, Ōhura	0.75	Five-year DSP and RFR	LINZ
11692 – House site – Ōhura (NP617)	0.13	Five-year DSP and RFR	LINZ
11695 – House Site – Ōhura (NP620)	0.11	Five-year DSP and RFR	LINZ
10881 – 31 Falkner Park, Taumarunui	0.09	Five-year DSP and RFR	LINZ
10882 – 36 Falkner Park, Taumarunui	0.51	Five-year DSP and RFR	LINZ
134 Miro Street, Manunui, Taumarunui	0.07	Five-year DSP and RFR	LINZ
11056 – Matapuna Ballast Reserve	0.84	Five-year DSP and RFR	LINZ
11057 – Matapuna Ballast Yards	2.71	Five-year DSP and RFR	LINZ
11052 – Matapuna Ballast Reserve	0.56	Five-year DSP and RFR	LINZ

Property Name/Address	Approx. size (ha)	Proposed redress	Landholding agency
11058 – Matapuna Ballast Reserve	0.11	Five-year DSP and RFR	LINZ
11059 – Matapuna Ballast Reserve	1.12	Five-year DSP and RFR	LINZ
11054 – Matapuna Ballast Reserve	0.10	Five-year DSP and RFR	LINZ
11055 – Matapuna Ballast Reserve	0.08	Five-year DSP and RFR	LINZ
L/B PF 1247 Boon Road (Kouturoa East Road), Kaitieke	5.46	Five-year DSP and RFR	LINZ (Treaty Settlements Landbank)
L/B PF 1650 8 Otunui North Road, Taumarunui, former Otunui School	2.65	Five-year DSP and RFR	LINZ (Treaty Settlements Landbank)
L/B PF 1995 11 Corlett Street, Taumarunui	0.09	Five-year DSP and RFR	LINZ (Treaty Settlements Landbank)
L/B PF1878 9 Boles Street, Taumarunui	0.06	Five-year DSP and RFR	LINZ (Treaty Settlements Landbank)
L/B PF1919 11 Seath Avenue, Taumarunui	0.08	Five-year DSP and RFR	LINZ (Treaty Settlements Landbank)
L/B PF1617 40 North Street, Taumarunui	0.08	Five-year DSP and RFR	LINZ (Treaty Settlements Landbank)
L/B PF1159 171 Hakiaha Street, SH4, Taumarunui	0.09	Five-year DSP and RFR	LINZ (Treaty Settlements Landbank)
L/B PF1446 99 Miro Street, Manunui	0.06	Five-year DSP and RFR	LINZ (Treaty Settlements Landbank)
L/B PF913 SH4 behind 126 & 128 Totara St, Totara Street, Manunui	0.22	Five-year DSP and RFR	LINZ (Treaty Settlements Landbank)
L/B PF303 10 Mahoe Road, Manunui, Taumarunui	0.07	Five-year DSP and RFR	LINZ (Treaty Settlements Landbank)
Right of First Refusal (RFR)			
10883 – 332 Taupo Road, Taumarunui	0.09	RFR	LINZ
11623 – Sec 12 Tatu Village	0.13	RFR	LINZ
11684 – Tokirima Road, Tokirima (NP609)	2.57	RFR	LINZ
11685 – Tokirima Road, Tokirima (NP610)	0.26	RFR	LINZ
11686 – Tokorima Stockyards	0.19	RFR	LINZ
11687 – Tokirima – Access Track	0.15	RFR	LINZ
11688 – Old Station Platform, Tokorima	0.0087	RFR	LINZ
11689 – Tokirima Road, Tokirima (NP614)	1.89	RFR	LINZ

Property Name/Address	Approx. size (ha)	Proposed redress	Landholding agency
11738 – Ōhura Road, Matiere	0.19	RFR	LINZ
11742 – Ex Matiere Post Office Site - Kaka Street	0.09	RFR	LINZ
11837 – Rimu St, Manunui	0.0043	RFR	LINZ
11843 – Omatane Road, Ōwhango	0.0036	RFR	LINZ
12128 – Reservoir Site – Waikura Terrace, Manunui	5.91	RFR	LINZ
Kopuha Road Scenic Reserve	6.32	RFR	DOC
Kopuha Scenic Reserve	16.24	RFR	DOC
Mangakara Conservation Area	88.22	RFR	DOC
Part of Moki Conservation Area	3,227.93	RFR	DOC
Nihoniho Conservation Area	833.25	RFR	DOC
Part Rangi Scenic Reserve	322.73	RFR	DOC
Part Tangitu Scenic Reserve	96.31	RFR	DOC
Waiaraia Scenic Reserve	402.66	RFR	DOC
Part Waitaanga Conservation Area	16,582.50	RFR	DOC
Niho Domain Recreation Reserve	2.90	RFR	DOC
Part Taumarunui & Rangaroa Domain	0.2472	RFR	DOC (managed by the Ruapehu District Council)

Table 2: Amendments to redress previously agreed by Cabinet

Property Name/Address	Approx. size (ha)	Previously agreed redress	Proposed redress	Landholding agency
Settlement date transfer				
16 Ward Street, Taumarunui (PF 858)	0.58	Three-year DSP	Settlement date transfer	LINZ (Treaty Settlements Landbank)
Corner Hakiha and Katarina Streets, Taumarunui (PF 859)	0.18	Three-year DSP	Settlement date transfer	LINZ (Treaty Settlements Landbank)
Bell Road, Taumarunui (PF 1438)	1.82	Three-year DSP	Settlement date transfer	LINZ (Treaty Settlements Landbank)
Taumarunui District Court (land only)	0.12	RFR Explore - Possible deferred selection and sale and leaseback arrangements (land only) – under investigation	Settlement date transfer, subject to sale and leaseback (land only)	Ministry of Justice

Property Name/Address	Approx. size (ha)	Previously agreed redress	Proposed redress	Landholding agency
Manunui School (land only)	1.34	RFR	Settlement date transfer, subject to sale and leaseback (land only)	Ministry of Education
Kirikau (No 3) Scenic Reserve and Marginal Strip	15.47	Cultural vesting, subject to new marginal strip and easement to protect public access to riverbank from road and river	Settlement date transfer, subject to a new marginal strip and a public access easement if required	DOC
Marsack Conservation Area and Marginal Strip – Whanganui River	8.22	Cultural vesting, subject to new marginal strip and easement to protect public access to riverbank from road and river	Settlement date transfer, subject to a new marginal strip and a public access easement if required	DOC
Deferred Selection Property (DSP) and Right of First Refusal (RFR)				
Ruruku Rd/SH 4/Railway, Piriaka (PF 847)	1.43	Three-year DSP	Five-year DSP and RFR	LINZ (Treaty Settlements Landbank)
Ruruku Road/Railway, Piriaka (PF 850)	0.57	Three-year DSP	Five-year DSP and RFR	LINZ (Treaty Settlements Landbank)
Ruruku Rd/SH 4, WN 1945, Piriaka (PF 915)	1.59	Three-year DSP	Five-year DSP and RFR	LINZ (Treaty Settlements Landbank)
17 Bell Road, Taumarunui (PF 1902)	0.16	Three-year DSP	Five-year DSP and RFR	LINZ (Treaty Settlements Landbank)
11053 – Matapuna Ballast Reserve, 430 Taupo Road	0.63	RFR	Five-year DSP and RFR	LINZ
Taumarunui High School (land only)	20.91	Sale and leaseback, two-year DSP	Two-year DSP and RFR, sale and leaseback	Ministry of Education
Taumarunui Primary School (land only)	2.25	Sale and leaseback, two-year DSP	Two-year DSP and RFR, sale and leaseback	Ministry of Education
Te Kura Kaupapa Māori o Taumarunui (land only)	1.87	Sale and leaseback, two-year DSP	Two-year DSP and RFR, sale and leaseback	Ministry of Education

Property Name/Address	Approx. size (ha)	Previously agreed redress	Proposed redress	Landholding agency
Waitea Conservation Area	2.63	Cultural vesting, unencumbered	Three-year DSP	DOC
Right of First Refusal (RFR)				
11060 – Okahukura Railway Yards (Part Rangitoto Tuhua 55A and Part Rangitoto Tuhua 52F3)	6.32	Explore - Possible deferred selection and right of first refusal – under investigation	RFR	LINZ
11074 - Crown Land Taringamotu (SO 21266)	0.32	Explore - TBC	RFR	LINZ
11683 – Raekohua Road, Tāngarākau	0.75	Explore - TBC	RFR	LINZ
11706 – Raekohua Road, Tāngarākau	856.82	Offer to Ngāti Hāua (redress mechanism tbc)	RFR	LINZ
11723 – Raekohua Road, Tāngarākau	8.32	Offer to Ngāti Hāua (redress mechanism tbc)	RFR	LINZ
11727 – Heao Road, Tāngarākau	124.82	Offer to Ngāti Hāua (redress mechanism tbc)	RFR	LINZ
Taumarunui Hospital	15.43	TBC - commitment to explore redress over this site is subject to formal agreement by the Waikato District Health Board	RFR	Health New Zealand - Te Whatu Ora

Table 3: Commercial redress already agreed by Cabinet

Property Name/Address	Approx. size (ha)	Proposed redress	Landholding agency
Right of first refusal (RFR)			
Ōwhango School	1.11	RFR	Ministry of Education
Tarrangower School	2.31	RFR	Ministry of Education
Tokirima School	1.64	RFR	Ministry of Education
Turaki School	2.08	RFR	Ministry of Education
47 - 49 Miriama Street, Taumarunui	0.19	RFR	New Zealand Post
26 House Avenue, Taumarunui	0.12	RFR	New Zealand Police
11 Pei Te Hurinui Drive, Taumarunui	0.07	RFR	New Zealand Police

Property Name/Address	Approx. size (ha)	Proposed redress	Landholding agency
10 Corlett Street, Taumarunui	0.07	RFR	New Zealand Police
180 Golf Road, Taumarunui	0.06	RFR	New Zealand Police
14 Hall Crescent, Taumarunui	0.09	RFR	New Zealand Police
22 Falkner Park, Taumarunui	0.08	RFR	New Zealand Police
49 Campbell Street, Taumarunui	0.06	RFR	New Zealand Police
57 East Street, Taumarunui	0.17	RFR	New Zealand Police
Lot 3 DPS 8747	0.10	RFR	Kāinga Ora – Homes and Communities
Lot 34 DPS 13051	0.08	RFR	Kāinga Ora – Homes and Communities
Lot 2 DPS 8216	0.06	RFR	Kāinga Ora – Homes and Communities
Lot 33 DPS 13051	0.07	RFR	Kāinga Ora – Homes and Communities
Lot 35 DPS 13051	0.07	RFR	Kāinga Ora – Homes and Communities
Lot 18 DPS 8161	0.06	RFR	Kāinga Ora – Homes and Communities
Lot 17 DPS 8161	0.06	RFR	Kāinga Ora – Homes and Communities
Lot 12 DPS 13051	0.17	RFR	Kāinga Ora – Homes and Communities
Lot 45 DPS 13051	0.09	RFR	Kāinga Ora – Homes and Communities
Lot 2 DPS 44616	0.09	RFR	Kāinga Ora – Homes and Communities
Lot 16 DPS 21868	0.09	RFR	Kāinga Ora – Homes and Communities
Lot 26 DPS 792	0.11	RFR	Kāinga Ora – Homes and Communities
Lot 12 DPS 44616 (1/2 share)	0.07	RFR	Kāinga Ora – Homes and Communities
Lot 25 DPS 21867	0.06	RFR	Kāinga Ora – Homes and Communities
Lot 14 DPS 44616 (1/3 share)	0.17	RFR	Kāinga Ora – Homes and Communities
Lot 36 DPS 21867	0.06	RFR	Kāinga Ora – Homes and Communities
Lot 12 DPS 792	0.14	RFR	Kāinga Ora – Homes and Communities

Property Name/Address	Approx. size (ha)	Proposed redress	Landholding agency
Lot 55 DPS 11025	0.06	RFR	Kāinga Ora – Homes and Communities
Lot 1 DPS 685	0.10	RFR	Kāinga Ora – Homes and Communities
Lot 9 DPS 685	0.11	RFR	Kāinga Ora – Homes and Communities
Lot 6 DPS 685	0.12	RFR	Kāinga Ora – Homes and Communities
Lots 2 - 5 DPS 7048	0.36	RFR	Kāinga Ora – Homes and Communities
Lot 3 DPS 85137, Half share Lot 7 DPS 85137	0.08	RFR	Kāinga Ora – Homes and Communities
Lot 2 DPS 85137, Half share Lot 6 DPS 85137	0.07	RFR	Kāinga Ora – Homes and Communities
Lot 4 DPS 85137, Half share Lot 7 DPS 85137	0.04	RFR	Kāinga Ora – Homes and Communities
Pt Allot 7 Blk XXXI Taumarunui Maori Township	0.26	RFR	Kāinga Ora – Homes and Communities
Lot 2 DPS 6457	0.07	RFR	Kāinga Ora – Homes and Communities
Lot 2 DPS 618	0.11	RFR	Kāinga Ora – Homes and Communities
Lot 2 DPS 31020	0.06	RFR	Kāinga Ora – Homes and Communities
Lot 8 DPS 4450	0.06	RFR	Kāinga Ora – Homes and Communities
Lot 1 DPS 80234	0.08	RFR	Kāinga Ora – Homes and Communities
Lot 2 DPS 6588	0.07	RFR	Kāinga Ora – Homes and Communities
Lot 1 DPS 6588	0.08	RFR	Kāinga Ora – Homes and Communities
Lot 1 DPS 41626	0.09	RFR	Kāinga Ora – Homes and Communities
Lot 2 DP 14384	0.07	RFR	Kāinga Ora – Homes and Communities
Lot 1 DPS 7035	0.06	RFR	Kāinga Ora – Homes and Communities
Lot 3 DPS 80234	0.07	RFR	Kāinga Ora – Homes and Communities
Lot 2 DPS 80234	0.07	RFR	Kāinga Ora – Homes and Communities

Property Name/Address	Approx. size (ha)	Proposed redress	Landholding agency
Pt Allot 18 Blk XIII Taumarunui Maori Township	0.10	RFR	Kāinga Ora – Homes and Communities
Taumarunui Papakainga 12B	0.20	RFR	Kāinga Ora – Homes and Communities
374 Taupō Road, Taumarunui	0.14	RFR	Oranga Tamariki
Shared redress			
Mangapapa Roadman's Cottage Local Purpose Reserve	1.23	Joint RFR for Ngāti Maru, Te Korowai o Wainuiārua, Ngāti Hāua	Department of Conservation
Kohuratahi Rd Gravel Reserve	3.48	Joint RFR for Ngāti Maru, Te Korowai o Wainuiārua, Ngāti Hāua	Department of Conservation / Stratford District Council
Tahora Domain	3.02	Joint RFR for Ngāti Maru, Te Korowai o Wainuiārua, Ngāti Hāua	Department of Conservation / Stratford District Council
Raurimu Station	2,503.86	Two-year exclusive Te Korowai o Wainuiārua deferred selection period. One-year shared deferred selection period. Shared right of first refusal with Te Korowai o Wainuiārua	Landcorp Holdings Limited
Raekohua Road (11588)	2.46	Joint right of first refusal for Ngāti Maru, Te Korowai o Wainuiārua, Ngāti Hāua	LINZ
593-595 Raekohua Road PF1006	1.34	Joint right of first refusal for Ngāti Maru, Te Korowai o Wainuiārua, Ngāti Hāua	LINZ (Treaty Settlements Landbank)
Mangapapa Road	0.46	Joint right of first refusal for Ngāti Maru, Te Korowai o Wainuiārua, Ngāti Hāua	Te Arawhiti

Cultural Redress

Table 4: Expression of Te Pou Tikanga

Form of Redress	Te Pou Tikanga (the Ngāti Hāua values)
<ul style="list-style-type: none"> A non-operative statement of Te Pou Tikanga (i.e. those values will not be justiciable) in the deed of settlement; A statement in the deed of settlement that the Crown acknowledges the importance of Te Pou Tikanga to Ngāti Hāua; and Commitment for Social Transformation agencies to consider, in good faith, how they can give life to Te Pou Tikanga through the relationship agreements and other redress instruments. 	<p>Ngāti Hāuatanga: Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.</p> <p>Riri Kore: Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.</p> <p>Rongo Niu: Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.</p> <p>Rangitengaue: Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.</p> <p>Kokako: Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.</p> <p>Tapaka: He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.</p> <p>Tamahina: Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).</p>

Table 5: Additional cultural redress sites for Cabinet agreement

Property Name/Address	Approx. size (ha)	Proposed redress	Landholding agency
Part Kawautahi Scenic Reserve	4.6	Transfer subject to scenic reserve status, with Ngāti Hāua as the administering body	DOC
Part Hawkin's Wetland Scenic Reserve	0.5	Transfer subject to scenic reserve status, with Ngāti Hāua as the administering body	DOC
Kauhangaroa Scenic Reserve	153	Transfer subject to scenic reserve status, with Ngāti Hāua as the administering body	DOC
Tatu Conservation Area	3.8	Transfer subject to scenic reserve status, with Ngāti Hāua as the administering body	DOC
Echoplands Conservation Area	1	Transfer subject to scenic reserve status, with Ngāti Hāua as the administering body	DOC
Pūtikituna Growth and Preservation of Timber Reserve	20	Transfer subject to scenic reserve status, with Ngāti Hāua as the administering body	DOC

Property Name/Address	Approx. size (ha)	Proposed redress	Landholding agency
Part Kakahi Conservation Area	6.85	Transfer subject to scenic reserve status, with Ngāti Hāua as the administering body	DOC
Part Ohinetonga Scenic Reserve	15	Transfer subject to scenic reserve status, with Ngāti Hāua as the administering body	DOC
Part Rotokahu Scenic Reserve (the bed of Lake Hawkes/Pohoare)	3.64	Transfer subject to scenic reserve status, with Ngāti Hāua as the administering body	DOC
Matiere Domain Recreation Reserve	2.46	Transfer subject to recreation reserve status (with the administration arrangement to be confirmed) and third-party interests and assets being protected	Ruapehu District Council with Crown reversionary interest
Ohura Bowling Club and Recreation Reserve	0.10	Transfer subject to recreation reserve status (with the administration arrangement to be confirmed) and third-party interests and assets being protected	DOC (managed by Ruapehu District Council)
Puketotara (Sunshine) Reserve A	9.99	Transfer subject to scenic reserve status (with the administration arrangement to be confirmed) and third-party interests and assets being protected	DOC (managed by Ruapehu District Council)
Part Tuku Street Domain	1.01	Transfer subject to recreation reserve status (with the administration arrangement to be confirmed) and third-party interests and assets being protected	Ruapehu District Council with Crown reversionary interest

Table 6: Amendments to redress previously agreed by Cabinet

Property Name/Address	Approx. size (ha)	Previously agreed redress	Proposed redress	Landholding agency
Settlement date transfer				
2 – 8 Kirikau Valley Road, Former Kirikau school, Kirikau (PF 1927)	0.61	Three-year DSP	Settlement date transfer	LINZ (Treaty Settlements Landbank)
Former Kakahi School, 15 Monio Road, Kakahi (PF 2027)	1.71	Three-year DSP	Settlement date transfer	LINZ (Treaty Settlements Landbank)
42 Taitua Street/Railway, Piriaka (PF 838)	0.12	Three-year DSP	Settlement date transfer	LINZ (Treaty Settlements Landbank)

Property Name/Address	Approx. size (ha)	Previously agreed redress	Proposed redress	Landholding agency
44-68 Taitua Street, Piriaka (PF 849)	1.35	Three-year DSP	Settlement date transfer	LINZ (Treaty Settlements Landbank)
Transfer subject to relevant reserve status				
Part Ōwhango Domain Recreation Reserve	0.22	Explore redress over the site subject to the agreement of the Ruapehu District Council and protection of conservation values	Subject to scenic reserve status (with the administration arrangement to be confirmed) and protection of third-party interests	DOC (managed by Ruapehu District Council)
Manunui Domain	25.93	Explore redress over the site subject to the agreement of the Ruapehu District Council and protection of conservation values	Subject to reserve status (with the administration arrangement to be confirmed) and third-party interests and assets being protected	Ruapehu District Council with Crown reversionary interest
Part Taumarunui & Rangaroa Domain (Cherry Grove Domain)	5.16	Explore redress over the site subject to the agreement of the Ruapehu District Council and protection of conservation values	Subject to recreation reserve status (with the administration arrangement to be confirmed) and third-party interests and assets being protected	DOC (managed by Ruapehu District Council)

Table 7: Cultural redress over public conservation land previously agreed by Cabinet

Property Name/Address	Approx. size (ha)	Conditions
Vest in fee simple		
Depot Road Conservation Area	0.11	Vest in fee simple
Falls Conservation Area	0.75	Vest in fee simple
Kaiwhakauka Conservation Area	4.23	Vest in fee simple
Makokoti Conservation Area	0.1	Vest in fee simple
Mangatiti Landing Local Purpose Reserve	0.55	Vest in fee simple
Maraekowhai Conservation Area	0.04	Vest in fee simple

Property Name/Address	Approx. size (ha)	Conditions
Ōhura River Landing Local Purpose Reserve	1.75	Vest in fee simple
Saddler Conservation Area	0.94	Vest in fee simple
Tahora Saddle Conservation Area	0.32	Vest in fee simple
Tawata Conservation Area	0.03	Vest in fee simple
Subject to relevant reserve status		
Part Awahou Scenic Reserve	20	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Aorangi Scenic Reserve	2.02	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Erua Recreation Reserve	4.05	Subject to historic reserve status, with Ngāti Hāua as the administering body
Erua Local Purpose Reserve	4.35	Subject to recreation reserve status, with Ngāti Hāua as the administering body
Koiro Conservation Area	2.33	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Part Koiro Farms Conservation Area	10	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Kouturoa Conservation Area	0.7	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Kururau Scenic Reserve	4.5	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Mangaoturu Scenic Reserve	3.03	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Part Moki Conservation Area	10.34	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Moturoa Conservation Area	12.35	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Part Motutara Scenic Reserve	10	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Part Neilsons Conservation Area	10	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Ngamoturiki Scenic Reserve	12.59	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Ngataumata Scenic Reserve	3.09	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Part Opatu Conservation Area	10	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Oruru Scenic Reserve	15.42	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Paparoa Conservation Area	1.61	Subject to scenic reserve status, with Ngāti Hāua as the administering body

Property Name/Address	Approx. size (ha)	Conditions
Part Pukeatua Conservation Area	10	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Part Rangī Scenic Reserve	10	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Reserve C Conservation Area	3.46	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Part Sunshine Scenic Reserve	6.09	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Part Tāngarākau Forest Conservation Area	40	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Part Tangarakau Scenic Reserve	10	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Part Tapui Scenic Reserve	10	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Tatu Scenic Reserve	4.69	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Waipahihi Scenic Reserve	5.06	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Waitewhena Scenic Reserve	11.61	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Whakapapa Island Scenic Reserve	61.51	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Part Whangamōmona Forest Conservation Area	65	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Whanganui River (no. 100) Scenic Reserve	2.78	Subject to scenic reserve status, with Ngāti Hāua as the administering body
Shared redress		
Hikurangi Scenic Reserve	122.66	An undivided ¼ share as tenants in common Subject to scenic reserve status with joint administration by Maniapoto and Ngāti Hāua
Part Tangitu Scenic Reserve	40	An undivided ½ share as tenants in common Subject to scenic reserve status, with joint administration by Maniapoto and Ngāti Hāua
Part Waihuka Scenic Reserve	20	An undivided ½ share as tenants in common Subject to scenic reserve status, with joint administration by Maniapoto and Ngāti Hāua
Tāngarākau Marginal Strip property	1.14	An undivided ½ share as tenants in common Subject to historic reserve status, with joint administration by Ngāti Maru (Taranaki) and Ngāti Hāua

Property Name/Address	Approx. size (ha)	Conditions
Tahora Scenic Reserve (Tahorapāroa Property)	11.14	An undivided ½ share as tenants in common Subject to scenic reserve status, with joint administration by Te Korowai o Wainuiārua and Ngāti Hāua
Taumatamāhoe Property	11.52	An undivided ½ share as tenants in common Subject to scenic reserve status, with joint administration by Te Korowai o Wainuiārua and Ngāti Hāua

Table 8: Overlay classification over public conservation land (whenua rāhui)

Name of site	Approx. size (ha)	Conditions
Part Tongariro Conservation Area	15,743	Subject to protection principles and Director General actions

Table 9: Public conservation lands for inclusion of the area of responsibility of Te Pou Taiao

PROACTIVELY RELEASED BY THE MINISTER FOR TREATY OF WAITANGI NEGOTIATIONS

Name of site	Approx. size (ha)	Other Ngāti Hāua redress
Kokaka Conservation Area	445	
Opura Conservation Area	123	
Part Rotokahu Scenic Reserve (less 4ha transferred)	506	Statutory Acknowledgement Transfer part (4ha approx.)
Part Motutara Scenic Reserve (less 4ha transferred)	529	Deed of Recognition Transfer part (4 ha approx.)
Part Neilsons Conservation Area (less 10ha transferred)	664	Transfer part (10 ha approx.)
Part Pukeatua Conservation Area (less 4 ha transferred)	274	Transfer part (4 ha approx.)
Retaruke Scenic Reserve	584	Statutory Acknowledgement
Te Ruahine Scenic Reserve	965	
Hunua Conservation Area	583	Statutory Acknowledgement
Part Opatu Conservation Area (less 10 ha transferred)	232	Statutory Acknowledgement Transfer part (10 ha approx.)
Wall Scenic Reserve	35	
Mangaorakei North Scenic Reserve	17	
Pukeatua Scenic Reserve	6	
Papapotu Scenic Reserve	11	Statutory Acknowledgement

Table 10: Deeds of recognition

Areas to which the deed of recognition (and statutory acknowledgement) is to apply	Cabinet agreement required?
Part Kawautahi Scenic Reserve (excluding any transfer area)	Yes
Marginal Strip – Whakapapa River	Yes
Part Mohakatino Conservation Area (Excluding area outside of AOI)	No
Part Motutara Scenic Reserve (excluding any area to vest)	No
Part Tangarākau Forest Conservation Area (excluding any transfer area)	No
Part Tangarākau Scenic Reserve (excluding any transfer area)	No
Te Maire Scientific Reserve	No
Whangamomona Scenic Reserve	No

Table 11: Statutory acknowledgments

Areas to which the statutory acknowledgment is to apply	Cabinet agreement required?
Part Hawkin's Wetland Scenic Reserve (excluding any transfer area)	Yes
Hikumutu Scenic Reserve – 12 ha	No
Hukapapa Conservation Area	Yes

Areas to which the statutory acknowledgment is to apply	Cabinet agreement required?
Hunua Conservation Area – 583 ha	No
Kaituna No. 2 Scenic Reserve – 3 ha	No
Part Kakahi Conservation Area (excluding any transfer area)	No
Kakahi Scenic Reserve – 6.85 ha	Yes
Part Kawautahi Scenic Reserve (excluding any transfer area)	Yes (see Table 10)
Kirikau No. 4 Scenic Reserve - <1 ha	No
Kirikau No. 5 Scenic Reserve - <1 ha	No
Kokakonui Scenic Reserve – 8 ha	No
Lairdvale Scenic Reserve – 5 ha	No
Marginal Strip – Whakapapa River	Yes (see Table 10)
Part Mohakatino Conservation Area (Excluding area outside of AOI)	No
Part Motutara Scenic Reserve (excluding any transfer area)	No
Part Neilsons Conservation Area (excluding any transfer area) – 664 ha	No
Ohinepane Recreation Reserve – 1 ha	No
Part Ohinetonga Scenic Reserve – 134 ha (excluding any transfer area)	No
Okahukura Scenic Reserve	Yes
Part Opatu Conservation Area (excluding any transfer area) – 232 ha	No
Otunui Conservation Area – 129 ha	No
Part Ōwhango Domain Recreation Reserve – 7 ha (excluding any transfer area)	Yes
Paorae Scenic Reserve – 6 ha	No
Papapotu Scenic Reserve – 11 ha	No
Parapara Scenic Reserve – 2 ha	No
Part Pukeatua Conservation Area (excluding any transfer area) – 273 ha	No
Part Rangī Scenic Reserve (excluding any transfer area) – 323 ha	No
Rangitātea Conservation Area	Yes
Raurimu Spiral Scenic Reserve – 74 ha	No
Reserve E Conservation Area – 23 ha	No
Retaruke Scenic Reserve – 584 ha	No
Part Rotokahu Scenic Reserve (excluding any transfer area)	Yes
Part Tāngarākau Forest Conservation Area (excluding any transfer area)	No
Part Tangarakau Scenic Reserve (excluding any transfer area)	No
Part Tapui Scenic Reserve (excluding any transfer area) – 28 ha	No
Part Taumarunui & Rangaroa Domain Tuhua Domain / Golf Course – 45 ha approx.	Yes
Te Maire Scientific Reserve	No

Areas to which the statutory acknowledgment is to apply	Cabinet agreement required?
Te Rauateti Scenic Reserve – 5 ha	No
The Ratas Scenic Reserve – 8 ha	No
Toi Conservation Area – 144 ha	No
Tunnel Hill Scenic Reserve – 30 ha	No
Waimarino Scientific Reserve	Yes
Waireka Conservation Area – 13 ha	No
Whakapapa Gorge Scenic Reserve – 81 ha	No
Whangamomona Scenic Reserve	No

Table 12: Nohoanga (temporary camping) within the public conservation land

Nohoanga site
Waiaraia Scenic Reserve
Kopuha Scenic Reserve
Tongariro Conservation Area: Panepane
Tangarakau Stream Conservation Area
Kaituna Scenic Reserve
Waitaanga Conservation Area – Rerepāhupāhu Falls
Manaia Road Conservation Area
No. 7 Scenic Reserve (Whanganui River)
Ohinetonga Scenic Reserve
Tongariro Conservation Area (Ohinetonga Bridge)

Table 13: Placement of pou (markers of cultural significance) on public conservation land

Pou site
Ohinetonga Scenic Reserve (exact location shown in Appendix Five)
Whanganui National Park at Tongariro (exact location shown in Appendix Five)

Table 14: Mineral fossicking rights

Mineral
kōkōwai (red ochre – natural clay earth pigment)
pākohe (metamorphosed indurated mudstone, also known as argillite)
matā/tuhua (black obsidian – volcanic glass)
onewa (basalt/greywacke – dark grey stone)
paru (black mud)
mangaweka/pukepoto (blue clay)

Table 15: Relationship redress

Agency	Form of agreement
Department of Conservation	Partnership Framework: <ul style="list-style-type: none"> a partnership agreement to set out the working relationship between the Department of Conservation and Ngāti Hāua; a sites of significance framework under section 53 of the Conservation Act 1987 to be developed post-settlement that will provide an opportunity for Ngāti Hāua to engage in the management of sites of significance to them on public conservation land across their area of interest, excluding the Whanganui and Tongariro National Parks; and a cultural materials plan, to be developed post-settlement allowing Ngāti Hāua to authorise permitted gathering of materials for cultural use on specified public conservation land.
Ministry for Culture and Heritage, Museum of New Zealand Te Papa Tongarewa, Department of Internal Affairs, and Heritage New Zealand Pouhere Taonga	Whakaaetanga Tiaki Taonga
Ministry of Business, Innovation and Employment	Crown Minerals Protocol
Ministry for Primary Industries	Letter of Recognition from Director - General and Appointment as an Advisory Committee to the Minister for Oceans and Fisheries
Ngā Taonga Sound and Vision	Letter of Introduction
Ruapehu District Council	Letter of Introduction

Agency	Form of agreement
National Emergency Management Agency	Letter of Introduction
NZ Trade and Enterprise	Letter of Introduction
KiwiRail	Relationship agreement
Ministry for the Environment	Explore a relationship instrument
Social Transformation Relationship Redress	
Oranga Tamariki - Ministry for Children	Relationship agreement
The Ministry of Social Development	Relationship agreement
Kainga Ora - Homes and Communities	Relationship agreement
The Ministry of Housing and Urban Development	Relationship agreement
The New Zealand Police	Relationship agreement
The Department of Corrections	Relationship agreement
The Ministry of Justice	Relationship agreement
The Ministry of Health [and Te Whatu Ora]	Relationship agreement
The Ministry of Business Innovation and Employment	Relationship agreement
The Ministry of Education and Tertiary Education Commission	Relationship agreement
Te Puni Kōkiri	Relationship agreement
Statistics NZ	Relationship agreement
The following ministers: <ul style="list-style-type: none"> • The Minister of Education; • The Minister of Social Development; and • The Minister for Children. 	One-off post-settlement ministerial meeting to discuss the Ngāti Hāua social transformation strategy

Table 16: Official geographic name changes

Current name	Proposed name	Feature type	Cabinet agreement required?
Lake Hawkes	Lake Pohoare	Lake	No
Nihoniho	Te Niho o te Kiore	Locality	No
Waitaanga	Waitaangata	Locality	No
Waitaanga Stream	Waitaangata Stream	Stream	No
Port Arthur (local use)	Te Kerikeri	Maunga	Yes
Man-of-War Bluff	Kōkiri a Koinaki	Cliff	Yes
Heao Stream	Ōheao Stream	Stream	Yes

Current name	Proposed name	Feature type	Cabinet agreement required?
Ōwhango	Ōwhango ¹	Locality	Yes
Ōhura	Ōhura ⁷	Locality	Yes
Ōhura River	Ōhura River ⁷	Stream	Yes
Echolands	Matahānea	Locality	Yes
Ongarue	Ōngaaruhe	Locality	Yes
Ongarue River	Ōngaaruhe River	Stream	Yes
Retaruke	Rere Tāruke	Locality	Yes
Retaruke River	Te Awa o Rere Tāruke	Stream	Yes

Table 17: Property redress where delegation is sought from Cabinet

Property Name/Address	Approx. size (ha)	Proposed redress	Landholding agency
Right of First Refusal (RFR)			
Unspecified land for rail purposes		RFR	New Zealand Railways Corporation/KiwiRail
Second RFR			
11519 - Ōhura Rd (SH 43), Marco	0.03	Second RFR	LINZ
11517 - Ōhura Rd (SH 43), Marco	0.37	Second RFR	LINZ
11830 - Main St Kaitieke Road and Marama Street, Kaitieke	1.88	Second RFR	LINZ
11829 - Ihaka St, Kaitieke	0.19	Second RFR	LINZ
11937 - Ihaka St, Kaitieke	0.64	Second RFR	LINZ
11518 - Ōhura Road (SH 43), Marco	0.13	Second RFR	LINZ
L/B PF304 16 Okioi Road, Ōwhango	0.1	Second RFR	LINZ
12014 - Domain Road, Raurimu	3.21	Second RFR	LINZ
12027 - SH 4 Raurimu	0.32	Second RFR	LINZ
11875 - War Memorial and planting SH4, National Park	0.1	Second RFR	LINZ
12115 - Carroll Street/Pehi Road - WN1932, National Park	0.26	Second RFR	LINZ
12181 - Roadway, Carroll Street - WN2047, National Park	0.30	Second RFR	LINZ
15275 - Former House Site on ROW WN1926, National Park	0.33	Second RFR	LINZ

¹ The New Zealand Geographic Board approved names Ōwhango, Ōhura and Ōhura river as official through its Section 24 fast-track approval programme in 2020. While they are already approved as official it is recommended to make them name official through Ngāti Hāua settlement to recognise the importance of these name to Ngāti Hāua and protect them against future changes (it would only be possible with written consent from Ngāti Hāua post-settlement governance entity).

Property Name/Address	Approx. size (ha)	Proposed redress	Landholding agency
12112 – House on ROW – WN1929	0.11	Second RFR	LINZ
12122 – House on Station Road – WN1939, C41219, National Park	0.10	Second RFR	LINZ
12113 – House on ROW – WN1930, National Park (0.10 ha)	00.10	Second RFR	LINZ
12114 – House on ROW – WN1931, National Park	0.10	Second RFR	LINZ
15274 – Waste Land South of Sawmill	3.17	Second RFR	LINZ
15277 – Vacant land adjacent Waimarino Reserve, National Park	0.41	Second RFR	LINZ
15278 – Land adjacent Waimarino Reserve, National Park	1.13	Second RFR	LINZ
15311 – Rear of Tennis court, Ward Street – WN2044, C43757, National Park	0.12	Second RFR	LINZ
12111 – House on ROW – WN1928, National Park	0.10	Second RFR	LINZ
15276 – Tennis Court, Ward St – WN1941, C41221, National Park	0.12	Second RFR	LINZ
12121 – 28 Station Road – WN1938, National Park	0.11	Second RFR	LINZ
12110 – House on ROW WN1927 – 6 Pehi Road, National Park	0.13	Second RFR	LINZ
12123 – Ward Street – Lot 4 LO 1136, National Park	0.16	Second RFR	LINZ
12120 – 26 Station Road – WN1937, National Park	0.14	Second RFR	LINZ
15320 – Roadway – WN2067, National Park	0.22	Second RFR	LINZ
12119 – 22 Station Road – WN1936, National Park	0.10	Second RFR	LINZ
12118 – 20 Station Road – WN1935, National Park	0.10	Second RFR	LINZ
16375 – 18 Station Road – C41214, National Park	0.11	Second RFR	LINZ
16374 – Roadway – C41213 on LO 25565, National Park	0.56	Second RFR	LINZ
12109 – Grazing Land – WN1925, National Park	1.07	Second RFR	LINZ
12116 – Vacant land, Ward Street – WN1933, C41212, National Park	1.52	Second RFR	LINZ

Property Name/Address	Approx. size (ha)	Proposed redress	Landholding agency
12108 – Sawmill Site, Findlay Street, National Park	1.24	Second RFR	LINZ
15273 – Station Road, Main Block, National Park (5.57 ha)	5.57	Second RFR	LINZ
Part Railway Land - Lot 2 DP 63794	0.14	Second RFR	New Zealand Railways Corporation/KiwiRail
Part Railway Land - Lot 3 DP 63794	0.14	Second RFR	New Zealand Railways Corporation/KiwiRail
Part Railway Land - Part Section 36 Block IV Kaitieke SD	0.01	Second RFR	New Zealand Railways Corporation/KiwiRail
Part Railway Land – Part Section 36 Block X Hunua SD	0.04	Second RFR	New Zealand Railways Corporation/KiwiRail
Part Railway Land – Part Section 36 Block X Hunua SD	0.07	Second RFR	New Zealand Railways Corporation/KiwiRail
Part Railway Land – Part Section 36 Block X Hunua SD	0.31	Second RFR	New Zealand Railways Corporation/KiwiRail
Part National Park Sections Conservation Area (29 Millar Street, National Park)	0.41	Second RFR	Department of Conservation
Part National Park Sections Conservation Area (7 Findlay Street, National Park)	0.27	Second RFR	Department of Conservation
16-18 Omaki Street, Ōwhango	0.16	Second RFR	Ministry of Education
National Park School (land only)	1.88	Second RFR	Ministry of Education
Ōwhango Fire Station	0.05	Second RFR	Fire and Emergency NZ
National Park Fire Station	0.10	Second RFR	Fire and Emergency NZ
SH 4, Road for Better Utilisation, National Park	0.15	Second RFR	NZ Transport Agency Waka Kotahi
National Park Police Station and houses, 16 Buddo Street, National Park	0.21	Second RFR	New Zealand Police
Redress mechanism to be confirmed			
Dry riverbed adjoining Whanganui River	12 sites up to 40 ha in total	Combination of commercial and cultural redress	Dry riverbed in Crown ownership not held by any agency

Appendix Three: Proposed Statutory Pardons

- 1 Following the battle at Boulcott's Farm in the Heretaunga valley in May 1846, the Crown pursued Māori suspected of being present at the conflict while martial law was in effect. In July and August of 1846 Crown troops captured Te Whareaitu and Te Rangiatea, as well as eight other Whanganui Māori men, across several locations in the lower North Island.
- 2 On 14 September 1846 Te Rangiatea was put on trial. He was found guilty of being armed with a spear and in the service of the "rebel chief" Te Rangihaeata and for having acted, aided, and assisted in a rebellion against the Crown. He was also charged but acquitted of being present at the attack on Boulcott's Farm. Te Rangiatea was then declared to be of unsound mind and confined to a small hospital in Wellington where he died on 20 November 1846.
- 3 On 15 September 1846 Te Whareaitu was put on trial and was found guilty of "being taken in arms in open rebellion" and for having "acted, aided, and assisted in a rebellion against the Crown under Te Rangihaeata". Like Te Rangiatea, Te Whareaitu was acquitted from the charge of being present at Boulcott's Farm. Te Whareaitu was sentenced to death by hanging and was executed near a military encampment at Paremata on 17 September 1846. The Crown intended the execution of Te Whareaitu as an example to others who might seek to join rebellion.
- 4 Statutory pardons are granted by Parliament rather than the Crown. In the Treaty settlement context, they may be granted in the interests of reconciliation and forgiveness rather than on the basis of innocence or wrongful conviction. There is no established practice around them and each case is considered on its own merits. Criteria were, however, developed during consideration of a statutory pardon for Kereopa Te Rau as part of the Ngāti Rangiwewehi historical Treaty settlement negotiations.
- 5 In [CAB Min (12) 30/4] Cabinet delegated authority to the Minister for Treaty of Waitangi Negotiations to determine whether to facilitate statutory pardons in Treaty settlements, based on the merit of each request and against the agreed criteria.
- 6 The proposed pardons for Te Whareaitu and Te Rangiatea meet the high threshold set by those criteria, providing the statutory pardons will alleviate the ongoing suffering of the whānau, and adheres to the Crown's objective to promote reconciliation in the wake of historical wrongs. Because of the circumstances of this case consider the proposed statutory pardon will create a specific precedent for eight men convicted alongside Te Whareaitu and Te Rangiatea, but I consider the risk of use of that precedent to be small as related groups have not sought statutory pardons through their own Treaty settlements.
- 7 The Ngāti Hāua Iwi Trust has been informed that where a pardon is aimed at forgiveness and reconciliation, a statutory pardon is the appropriate vehicle. Criteria for assessing whether a statutory pardon is an appropriate vehicle to achieve reconciliation were developed during consideration of a pardon for Kereopa Te Rau as part of the Ngāti Rangiwewehi settlement.

8 The proposed pardons for Te Whareaitu and Te Rangiatea meet the high threshold set by the criteria for a statutory pardon developed for Rua Kēnana, namely:

a. *the person/s for whom the pardon is sought has been convicted of an offence;*

[REDACTED]

s9(2)(g)(i)

b. *the whānau wish the pardon to be granted and understand its nature and effect;*

[REDACTED]

s9(2)(g)(i)

c. *the pardon will achieve the intended effect of promoting reconciliation;*

[REDACTED]

s9(2)(g)(i)

d. *no other response from the Crown will sufficiently meet whānau concerns;*

[REDACTED]

s9(2)(g)(i)

e. *it is appropriate for Parliament to formally express forgiveness, via legislation, for the conduct that resulted in the convictions;*

MINISTER PROACTIVELY RELEASED BY THE NEGOTIATIONS FOR TREATY OF WAITANGI

i. what impact did Crown actions or omissions have on the person(s) for whom a pardon is sought?

[REDACTED]

s9(2)(g)(i)

[REDACTED]

ii. are there aggravating or mitigating factors?

[REDACTED]

s9(2)(g)(i)

iii. have the descendants of the person(s) for whom the pardon is sought suffered significantly as a result of their whakapapa connection?

[REDACTED]

s9(2)(g)(i)

MINISTER PROACTIVELY RELEASED BY THE NEGOTIATIONS FOR TREATY OF WAITANGI

iv. *how does the proposed pardon relate to relevant precedents?*

[REDACTED]

s9(2)(g)(i)

[REDACTED]

s9(2)(g)(i)

[REDACTED]

s9(2)(g)(i)

[REDACTED]

s9(2)(g)(i)

[REDACTED]

s9(2)(g)(i)

s9(2)(f)(iv)

MINISTER PROACTIVELY RELEASED BY THE NEGOTIATIONS FOR TREATY OF WAITANGI

[Redacted text block]

- v. is there significant risk that the proposed pardon would create a new grievance for other individuals or groups (including other claimant groups)?

[Redacted text block]

s9(2)(g)(i)

- vi. what resources would the Crown need to commit?

[Redacted text block]

s9(2)(g)(i)

- vii. are there any other relevant consideration or risks?

[Redacted text block]

s9(2)(g)(i)

[Redacted text block]

s9(2)(g)(i)

MINISTER PROACTIVELY RELEASED BY THE NEGOTIATIONS FOR TREATY OF WAITANGI

Appendix Four: Summary of standard redress mechanisms

Commercial redress

Settlement date and deferred selection properties (DSP) Iwi groups can opt to purchase properties using their settlement quantum for transfer on settlement date, or in some cases, purchase properties through a deferred selection process for transfer at a later date.

Commercial redress assets are transferred from the Crown to the iwi group at the current market value using a valuation process agreed between the iwi group and landholding agencies.

Properties that are transferred on settlement date are typically selected and valued prior to initialling the deed of settlement. These properties are purchased with quantum - the agreed transfer values of the properties are subtracted from quantum and paid to the iwi group on settlement date. The transfer values are included in the deed of settlement.

DSPs can be selected for purchase for a set period from settlement date. Once the deferred selection period expires properties can no longer be selected by the iwi group. A deferred selection period of 2 years is the Crown's starting position for negotiations. This gives iwi groups time to select properties based on their post-settlement commercial strategy, while minimising uncertainty for departments over whether the property will be purchased by iwi.

For landbank properties, the Crown prefers to transfer on settlement date, or provide a short deferred selection period in order to manage Crown holding costs and risks of property deterioration.

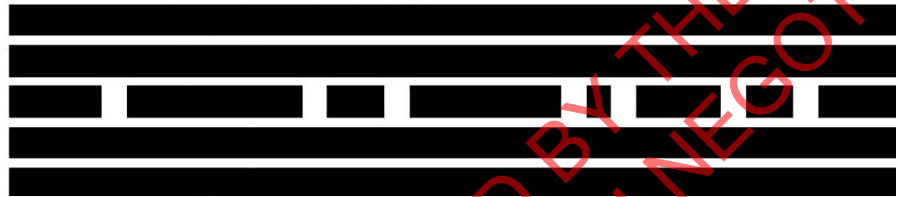
Right of first refusal (RFR) Sometimes Crown land is not available for immediate use in settlement. This may be because of the operational needs of the department concerned. In these cases, an RFR may be negotiated to provide the iwi group with an opportunity to purchase specific Crown properties if they become available in the future.

The Crown may offer the iwi group an RFR over specific Crown-owned property. This will:

- last for a limited period of time usually based on the number of years between the signing of the Treaty from the deed of settlement (i.e. 184 years if the deed was signed in 2024)
- allow the vendor department to test value in the market before offering the property to the iwi group.

Sale and leaseback If a property is neither surplus nor subject to an RFR, iwi groups may, in certain cases, be able to purchase the property from the government department or agency concerned if it undertakes to then lease back the property to that department or agency. Both the purchase and lease back are to occur at market value and need to be agreed between both the government agency concerned and the iwi group.

Sale and leaseback arrangements are typically limited to the land only, with agencies retaining ownership of improvements. However, in some cases, sale and leaseback of land and improvements have been negotiated.



s9(2)(j)

Cultural redress

Cultural redress vestings Site-specific vesting provides ownership (title) to the iwi group. Rights to use and manage may vary according to the type of site. Vesting may be unencumbered or, depending on the nature of the sites and public interest, vest as a reserve (i.e. historic or recreation reserves) subject to the Reserves Act. The Crown may offer to appoint the PSGE as the administering body of a reserve.

Overlay classification This mechanism applies to highly significant sites on land administered by DOC. An overlay classification:

- acknowledges the iwi group's spiritual, cultural, historical and traditional values in respect of a site
- maintains the existing land status
- requires DOC to have certain procedural obligations that provide for the iwi group to have input into management of the site to avoid harming or diminishing the values applicable to the area.

The mechanism is sometimes given its own name by iwi groups, for example, it is known as tōpuni (Ngāi Tahu), taki poipoia (Ngāti Ruanui), kirihipi (Te Uri o Hau) or owhakatihi (Tūwharetoa ki Kawerau).

Statutory acknowledgements (SA) SAs can apply to sites of significance - this includes rivers, lakes, mountains, wetlands and coastal areas, where land is owned by the Crown. An SA acknowledges a statement of the iwi group's associations (the statement of association) and enhances the iwi group's ability to participate in specified

Resource Management Act 1991 processes. This is a non-exclusive redress instrument which can be provided to more than one iwi group in the same area.

In addition to the Crown's recognition of the association of iwi with the area, an SA is aimed at improving implementation of the notification provisions of the Resource Management Act 1991 and the Historic Places Act 1993 through the imposition of procedural obligations upon decision-makers acting under those provisions. The redress is relatively limited in its practical impact.

Settlement legislation defines the statutory area to which the SA applies, and this is usually a specific list of Crown-owned properties within the area of interest of the iwi.

Deeds of recognition (DOR) Where an SA has been made in respect of a statutory area, the Minister of the Crown responsible for managing the area is also empowered to enter into a deed of recognition in respect of the land area under management.

A DOR is granted under the settlement legislation. It provides a legally enforceable obligation for iwi to be consulted on a specified matter, and ensures that the relevant Minister must have regard to its views relating to the acknowledged association and concerning the management of the area, for example:

- preparation of plans, strategies or programmes
- location, construction and relocation of any structures, huts, signs or tracks.

This is a non-exclusive redress instrument which can be provided to more than one iwi group in the same area.

New official geographic names This redress provides visible recognition for the iwi group. It provides for a change to existing place names to a dual Māori / English name, to restore original names or spelling, or to assign new names. Place names will have the same status as names assigned by the New Zealand Geographic Board. The Crown will also:

- undertake to use the new name on new departmental signs and in future official publications; and
- advise local authorities and Transit New Zealand of the changes and encourage them to use the new official names on road signs as these are replaced.

Name changes to reflect an iwi group's traditional association with an area now subject to reserve or National Park status may also be included in settlement legislation.

The Crown may agree to having pouwhenua (carved posts) placed on Crown land at a site of particular significance to a settling group.

Protocols Protocols are issued by a Minister (e.g. Minister of Conservation) to an iwi group. It sets out how the relevant department will exercise its functions, powers and duties in relation to specified matters in the iwi group's area of interest, and interact with the iwi group and provide for its input in decision-making. This is a non-exclusive redress instrument which can be provided to more than one iwi group in the same area.

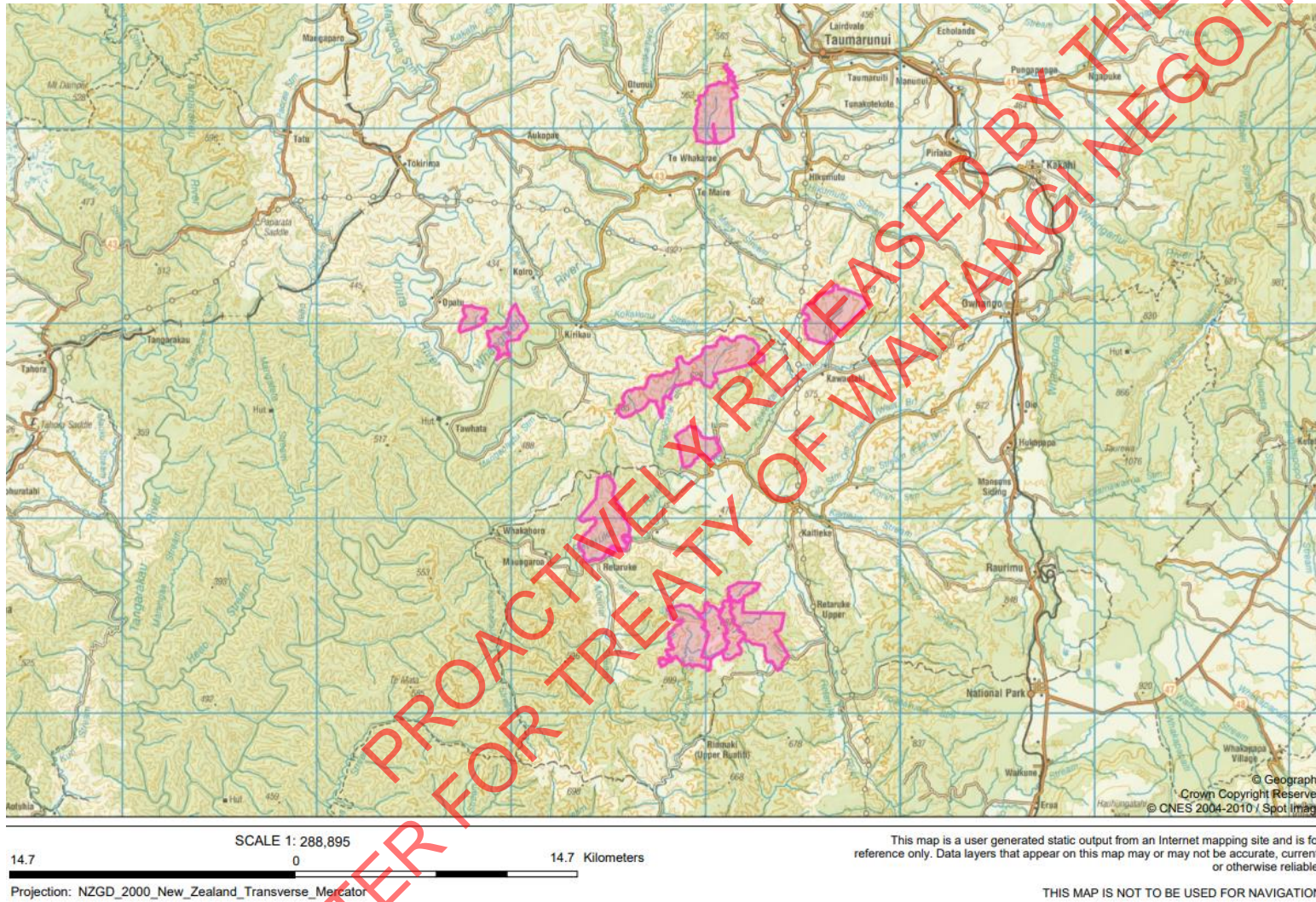
Relationship agreements Relationship agreements are entered into between a government department and iwi. Parties intend that the relationship agreement will enable the department and the iwi to maintain a positive, collaborative and enduring relationship into the future. Parties can also agree any other matters of importance to be addressed through the relationship agreement.

Letters of introduction Letters of introduction are a non-exclusive, non-binding, form of relationship redress. A deed of settlement may include a commitment on the part of the Crown to write a letter(s) to an organisation(s) introducing the group and encouraging the organisation to meet with the group to discuss particular issues of mutual interest.

PROACTIVELY RELEASED BY THE NEGOTIATIONS
MINISTER FOR TREATY OF WAITANGI

Appendix Five: Maps

Map showing the Public Conservation Lands proposed be included area of responsibility of Te Pou Taiao



Nohoanga 1: Kaituna Scenic Reserve



SCALE 1: 3,788
0 0.2 Kilometers
Projection: NZGD_2000_New_Zealand_Transverse_Mercator
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Nohoanga 2: Kopuha Scenic Reserve



SCALE 1: 3,788
0 0.2 Kilometers
Projection: NZGD_2000_New_Zealand_Transverse_Mercator
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Nohoanga 3: Manaia Road Conservation Area



SCALE 1: 3,788
0 0.2 Kilometers
Projection: NZGD_2000_New_Zealand_Transverse_Mercator
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Nohoanga 4: No. 7 Scenic Reserve



SCALE 1: 3,788
0 0.2 Kilometers
Projection: NZGD_2000_New_Zealand_Transverse_Mercator
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

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Nohoanga 5: Ohinetonga Scenic Reserve



Nohoanga 6: Tongariro Conservation Area - 1



Nohoanga 7: Tāngarakau Stream Conservation Area



Nohoanga 8: Tongariro Conservation Area - 2



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Nohoanga 9: Waiaraia Scenic Reserve



Nohoanga 10: Waitaanga Conservation Area



Pouwhenua 1: Ohinetonga Scenic Reserve



Pouwhenua 2: Whanganui National Park at Tongariro



PROACTIVELY RELEASED BY THE MINISTER FOR TREATY OF WAITANGI NEGOTIATIONS



Cabinet Social Outcomes Committee

Minute of Decision

This document contains information for the New Zealand Cabinet. It must be treated in confidence and handled in accordance with any security classification, or other endorsement. The information can only be released, including under the Official Information Act 1982, by persons with the appropriate authority.

Ngāti Hāua Deed of Settlement

Portfolio Treaty of Waitangi Negotiations

On 7 August 2024, the Cabinet Social Outcomes Committee:

Background

- 1 **noted** that the redress package detailed in the paper under SOU-24-SUB-0097:
 - 1.1 will settle comprehensively the historical Treaty of Waitangi (Treaty) claims of Ngāti Hāua;
 - 1.2 is largely consistent with the Crown offer agreed to by Cabinet in July 2020 and February 2022 [MCR-20-MIN-0023 and MCR-22-MIN-0001] and the agreement in principle signed between the Crown and Ngāti Hāua on 22 October 2022;
- 2 **noted** that the protection of public access and third-party rights will be provided for in the Ngāti Hāua deed of settlement;
- 3 **noted** that the full Ngāti Hāua settlement package, detailed in Appendix Two to the paper under SOU-24-SUB-0097, is largely standard and consistent with Treaty settlement policy, and does not set any precedent for future Treaty settlements;

Crown acknowledgements, apology and statutory pardons

- 4 **noted** that the Minister for Treaty of Waitangi Negotiations has delegated authority to agree and finalise the proposed Crown acknowledgements and the Crown apology to Ngāti Hāua [MCR-22-MIN-0001];
- 5 **agreed** to provide statutory pardons for Mātene Ruta Te Whareaitu and Te Rangiatea, as laid out in paragraph 27 of the paper under SOU-24-SUB-0097;
- 6 **authorised** the Minister for Treaty of Waitangi Negotiations to amend the text of the pardons as necessary, in line with its intent, prior to the signing of the deed;

Financial redress

s9(2)(j)

█

[REDACTED]

s9(2)(j)

9 agreed [REDACTED] with \$19.000 million of financial redress [REDACTED]

Commercial redress

11 noted that in July 2020, the previous government agreed to the majority of the specific commercial redress items [MCR-20-MIN-0023], and that the full commercial redress package for the deed of settlement is set out in Appendix Two (Tables 1-3) to the paper under SOU-24-SUB-0097;

12 noted that the package includes four school sites (land only) as sale and leaseback redress, with an estimated average lease [REDACTED] for the 21-year term, subject to rent renewals in years 7 and 14;

s9(2)(j)

Additional and amended commercial redress

13 agreed to the following additional and amended commercial redress elements:

- 1.5 the right to purchase 27 commercial properties administered by Land Information New Zealand (LINZ), ten of which are Treaty Settlement Landbank properties, within a deferred selection period of five years and a right of first refusal for a period of 184 years;
- 1.6 the right of first refusal for a period of 184 years over thirteen LINZ-administered former New Zealand Railways properties;
- 1.7 the right of first refusal for a period of 184 years over eleven Public Conservation Land sites (one of which is a Crown-derived reserve managed by Ruapehu District Council);
- 1.8 transfer of the Taumarunui District Court (land only) on settlement date, subject to a sale and leaseback;
- 1.9 transfer of the Manunui School (land only) on settlement date, subject to a sale and leaseback;
- 1.10 the right to purchase Taumarunui High School (land only), Taumarunui Primary School (land only) and Te Kura Kaupapa Māori o Taumarunui (land only) within a deferred selection period of two years and a right of first refusal for a period of 184 years;

- 1.11 transfer of three Treaty Settlement Landbank properties on settlement date rather than via a three-year deferred selection period;
- 1.12 the right to purchase five commercial properties administered by LINZ (four of which are Treaty Settlement Landbank properties) within a deferred selection period of five years, followed by a right of first refusal for a period of 184 years;
- 1.13 a right of first refusal for a period of 184 years over six commercial properties administered by LINZ;

Use of public conservation land as commercial redress

- 14 **agreed** to offer two public conservation land sites without conservation protections as commercial redress for transfer on the settlement date:
 - 1.14 Kirikau (No 3) Scenic Reserve and Marginal Strip (12 ha);
 - 1.15 Marsack Conservation Area and Marginal Strip – Whanganui River (7.7 ha);
- 15 **agreed** to offer the right to purchase the Waitea Conservation Area (2.63 ha) within a deferred selection period of three years;
- 16 **noted** that while the use of public conservation land as commercial redress is not standard practice, it has been agreed by Cabinet in a few previous settlements;
- 17 **noted** that that Part 4A of the Conservation Act 1987 applies to public conservation land used as commercial redress, and that new marginal strips will be created on transfer and protection of public access to the marginal strip and Whanganui River will be provided for;

Health New Zealand - Taumarunui hospital

- 18 **noted** that the Board of Health New Zealand - Te Whatu Ora has agreed to offer a right of first refusal for 184 years over Taumarunui Hospital to Ngāti Hāua;
- 19 **agreed** to offer the right of first refusal over Taumarunui hospital administered by Health New Zealand - Te Whatu Ora (formerly District Health Board property);

Cultural redress

- 20 **noted** that the majority of the specific cultural redress items were agreed by the previous government in July 2020 [MCR-20-MIN-0023], and that the proposed full cultural redress package for the deed of settlement is set out in Appendix Two to the paper under SOU-24-SUB-0097;

Additional and amended cultural redress

- 21 **agreed** to the following additional and amended cultural redress elements:
 - 1.16 transfer nine additional public conservation land sites in the Ngāti Hāua cultural redress package, subject to relevant reserve status and protection of third-party interests;
 - 1.17 transfer seven Crown, or Crown-derived reserves managed by the Ruapehu District Council, subject to relevant reserve status and ongoing protection of conservation values and third-party interests (with the administration arrangements to be agreed);

- 1.18 additional deeds of recognition with statutory acknowledgements over two areas of public conservation land;
- 1.19 additional statutory acknowledgements over nine areas of public conservation land;
- 1.20 nohoanga (camping entitlements) at ten specified locations on public conservation land, subject to standard terms and conditions for nohoanga;
- 1.21 two pouwhenua to be placed at specified locations on public conservation land, with associated costs being the responsibility of Ngāti Hāua;
- 1.22 a commitment from Te Puni Kōkiri and Statistics New Zealand to negotiate high-level relationship agreements with Ngāti Hāua;
- 1.23 a commitment to negotiate letters of introduction to National Emergency Management Agency and the New Zealand Trade and Enterprise;
- 1.24 eleven additional official geographic name changes, as specified in Appendix Two (Table 16) to the paper under SOU-24-SUB-0097;

22 **noted** that on 23 August 2023, the Ruapehu District Council passed a unanimous resolution to support the transfer of titles of the seven Council-administered properties in the Ngāti Hāua Treaty settlement;

Use of Treaty Settlement Landbank properties as cultural redress

23 **agreed** to transfer four Treaty Settlements Landbank properties (held by LINZ) on the settlement date as part of cultural redress;

Joint management committee/Te Pou Taiao to be established in settlement legislation

24 **agreed** to offer to Ngāti Hāua a joint management committee with the Department of Conservation, to be known as Te Pou Taiao, which will have delegated decision-making and oversight of conservation management over the specified public conservation land, with the ownership remaining with the Crown and the Department of Conservation continuing the operational management of the specified public conservation land;

25 **noted** that the area of responsibility of Te Pou Taiao would cover fourteen specified areas of public conservation land totalling 4,947 ha;

26 **agreed** to use settlement legislation to change the conservation status of six specified areas of public conservation land to scenic reserves administered under the Reserves Act 1977 for the purpose of inclusion into the area of responsibility of Te Pou Taiao;

27 **noted** that additional public conservation land could be added into the area of responsibility of Te Pou Taiao, subject to approval under the delegation referred to in paragraph 40 below;

28 **noted** that existing mechanisms under the Reserves Act 1977 would allow the Minister of Conservation to appoint Te Pou Taiao to control and manage additional areas of public conservation land after settlement by mutual agreement of the parties, confirmed in writing;

Overlapping interests

- 29 **noted** that the Crown is offering redress to Ngāti Hāua in areas that overlap with the interests of Te Korowai o Wainuiārua, Ngāti Tūwharetoa, Ngāti Maniapoto, Ngāti Mutunga, Ngāti Rangi, Ngāti Maru, Ngāti Ruanui, Ngāti Tama, Whanganui Lands, and Ngaa Rauru Kiiitahi, and that Ngāti Hāua and the Crown have had largely positive engagement with overlapping groups;
- 30 **noted** that if there are unresolved matters, the Minister for Treaty of Waitangi Negotiations will make final decisions on overlapping interests prior to initialling a deed of settlement;

Conditions of settlement

- 31 **noted** that the settlement is conditional on ratification of the deed by Ngāti Hāua and the enactment of settlement legislation to implement certain aspects of the deed;

[REDACTED]

s9(2)(j)

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

PROACTIVELY RELEASED BY THE MINISTER FOR TREATY OF WAITANGI NEGOTIATIONS

36 **approved** the following elements of the Ngāti Hāua settlement, to be charged against the *Vote Treaty Negotiations Multi-Year Appropriation: Historical Treaty of Waitangi Settlements 2024-2028* when the deed is initialled:

Financial implications of the proposed settlement	(\$m)
Financial and commercial redress	
Financial redress	19.000
<i>Subtotal Financial and Commercial redress</i>	19.000
Cultural redress	
Cultural redress already agreed	█
Additional cultural redress sought	█
Cultural redress as an alternative to Te Wera Crown Forest Land	█
<i>Subtotal Cultural redress</i>	█
Total settlement redress	█
Estimated interest	█
Total value received by claimants through the settlement process	█
Other Crown costs	
Apportioned value of Whanganui Courthouse, on account	█
Relativity mechanism implications (current settlement offer)	█
Relativity mechanism implications (additional cultural redress)	█
Total cost to the Crown	█
Less on-accounts and associated relativity clause implications	█
Total to be charged when a deed of settlement is initialled	█

s9(2)(j)

Department of Conservation implementation and impairment costs

37 **noted** that the Department of Conservation’s implementation and impairment costs referred to below are over and above those outlined in the financial implications table in paragraph 36 above;

38 **noted** that the Department of Conservation’s estimated range for implementation costs for this settlement is █ per annum in 2026/27 – 2030/31, and █ per annum in outyears, and that the Department will provide the Minister of Finance and Minister of Conservation the final costs when available;

s9(2)(j)

39 **noted** that the Department of Conservation currently estimates the maximum impairment costs for this settlement will be █ ;

MINISTER FOR TREATY OF WAITANGI NEGOTIATIONS

Delegation to act

- 40 **authorised** the Minister for Treaty of Waitangi Negotiations, together with the Minister of Finance, Minister of Conservation, Minister for Land Information, Minister for Māori Crown Relations: Te Arawhiti, Minister of Health and any other relevant Ministers, in consultation with affected agencies, to finalise or vary redress relevant to their portfolios that does not increase the total value of the settlement, and is within the intent of Cabinet decisions and general parameters of the Treaty settlement framework, to take account of any final issues prior to initialling the deed;
- 41 **authorised** the Minister of Finance and the Minister of Conservation to agree the final implementation costs for the Ngāti Hāua settlement when available, and to change any relevant Vote Conservation appropriations;
- 42 **authorised** the Minister of Finance, the Minister for Treaty of Waitangi Negotiations, and the Minister of Conservation to agree the final impairment costs for the Ngāti Hāua settlement when available, and to change any relevant Vote Conservation appropriations.

Jenny Vickers
Committee Secretary

Present:

Hon David Seymour
Hon Nicola Willis (Chair)
Hon Dr Shane Reti
Hon Erica Stanford
Hon Paul Goldsmith
Hon Louise Upston
Hon Tama Potaka
Hon Nicole McKee
Hon Casey Costello
Hon Penny Simmonds
Hon Chris Penk
Hon Karen Chhour
Hon Nicola Grigg

Officials present from:

Office of the Prime Minister
Officials Committee for SOU



Cabinet

Minute of Decision

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Report of the Cabinet Social Outcomes Committee: Period Ended 9 August 2024

On 12 August 2024, Cabinet made the following decisions on the work of the Cabinet Social Outcomes Committee for the period ended 9 August 2024:

OUT OF SCOPE

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

SOU-24-MIN-0097

Ngāti Hāua Deed of Settlement
Portfolio: Treaty of Waitangi Negotiations

CONFIRMED

Rachel Hayward
Secretary of the Cabinet