

TE KOROWAI O WAINUIĀRUA TRUST

and

THE CROWN

**DEED TO AMEND
TE KOROWAI O WAINUIĀRUA
DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**




**DEED TO AMEND TE KOROWAI O WAINUIĀRUA
DEED OF SETTLEMENT**

THIS DEED is made on the 16th day of October 2024

BETWEEN

TE KOROWAI O WAINUIĀRUA TRUST

and

THE CROWN



1. BACKGROUND

- A. Te Korowai o Wainuiārua, Te Korowai o Wainuiārua Trust and the Crown are parties to a Deed of Settlement dated 29 July 2023 (the “**Deed of Settlement**”).
- B. Te Korowai o Wainuiārua Trust and the Crown wish to enter into this deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 5.1 of the General Matters Schedule to the Deed of Settlement.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

- 1.1 This deed takes effect when it is properly executed by the parties.

AMENDMENTS TO THE DEED OF SETTLEMENT

- 1.2 The Deed of Settlement:
- 1.2.1 is amended by making the amendments set out in Schedule 1, and Appendices 1 and 2, to this deed; but
- 1.2.2 remains unchanged except to the extent provided by this deed.

DEFINITIONS AND INTERPRETATION

- 1.3 Unless the context otherwise requires:
- 1.3.1 terms or expressions defined in the Deed of Settlement have the same meanings in this deed; and
- 1.3.2 the rules of interpretation in the Deed of Settlement apply (with all appropriate changes) to this deed.

COUNTERPARTS


- 1.4 This deed may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or same counterpart.

DEED TO AMEND TE KOROWAI O WAINUIĀRUA DEED OF SETTLEMENT

SIGNED as a Deed to Amend on the 16th day of October 2024

SIGNED for and on behalf of
The Crown by the Minister for Treaty of
Waitangi Negotiations in the presence of:

)
)
)
Honourable Paul Jonathan Goldsmith


Signature of Witness

Louise Yates
Witness Name

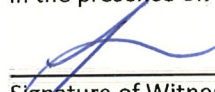
MP
Occupation

Parliament Buildings
Address Wellington

SIGNED by the Trustees of
Te Korowai o Wainuiārua Trust

in the presence of:

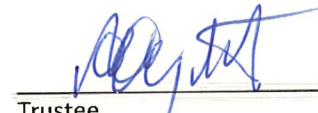


)
)
)
Trustee


Signature of Witness

Jane Welburn
Witness Name

Teacher
Occupation

14 Kirk Street, Waimarino
Address


Trustee

Trustee

Trustee



DEED TO AMEND TE KOROWAI O WAINUIĀRUA DEED OF SETTLEMENT

SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Historical Claims

Current part and reference	Amendment
Part 5, clauses 5.4.1(b), (e) and (j)	<p>Delete each of clauses 5.4.1(b), (e) and (j) and replace with (respectively):</p> <p>(b) Part Hawkin’s Wetland Scenic Reserve (as shown on deed plan OMCR-007-04);</p> <p>(e) Part Kawautahi Scenic Reserve (as shown on deed plan OMCR-007-05);</p> <p>(j) Part Owhango Domain Recreation Reserve (as shown on deed plan OMCR-007-08);</p>
Part 8, clause 8.16.1	<p>Delete clause 8.16.1 and replace it with:</p> <p>8.16.1 the following purchased deferred selection properties on and from the date of transfer of that property:</p> <p>(a) Station Road Main Block, National Park;</p> <p>(b) Makakaho Rd, Makakaho;</p> <p>(c) Mangatiti Rd, Ruatiti;</p> <p>(d) Preservation of Scenery, SH4, Makotuku River; and</p>
Part 8, clause 8.18.1	<p>Delete clause 8.18.1 and replace it with:</p> <p>8.18.1. the marginal strip reserved from the transfer of the following purchased deferred selection property is reduced to a width of 5 metres:</p> <p>(a) Station Road Main Block, National Park; and</p>

DEED TO AMEND TE KOROWAI O WAINUIĀRUA DEED OF SETTLEMENT

Attachments

Current part and reference	Amendment
Part 2	Replace deed plan OMCR-007-04 with the updated deed plan OMCR-007-04 attached in Appendix 1 to this deed to amend
Part 2	Replace deed plan OMCR-007-05 with the updated deed plan OMCR-007-05 attached in Appendix 1 to this deed to amend
Part 2	Replace deed plan OMCR-007-08 with the updated deed plan OMCR-007-08 attached in Appendix 1 to this deed to amend
Part 4	Replace all references to "Part <i>Gazette</i> notice 4954571.1" in the table with "Part <i>Gazette</i> notice 495457.1"

Property Redress Schedule

Current part and reference	Amendment
Part 4, Subpart A	Replace all references to "Part <i>Gazette</i> notice 4954571.1" in the table with "Part <i>Gazette</i> notice 495457.1"

Documents Schedule

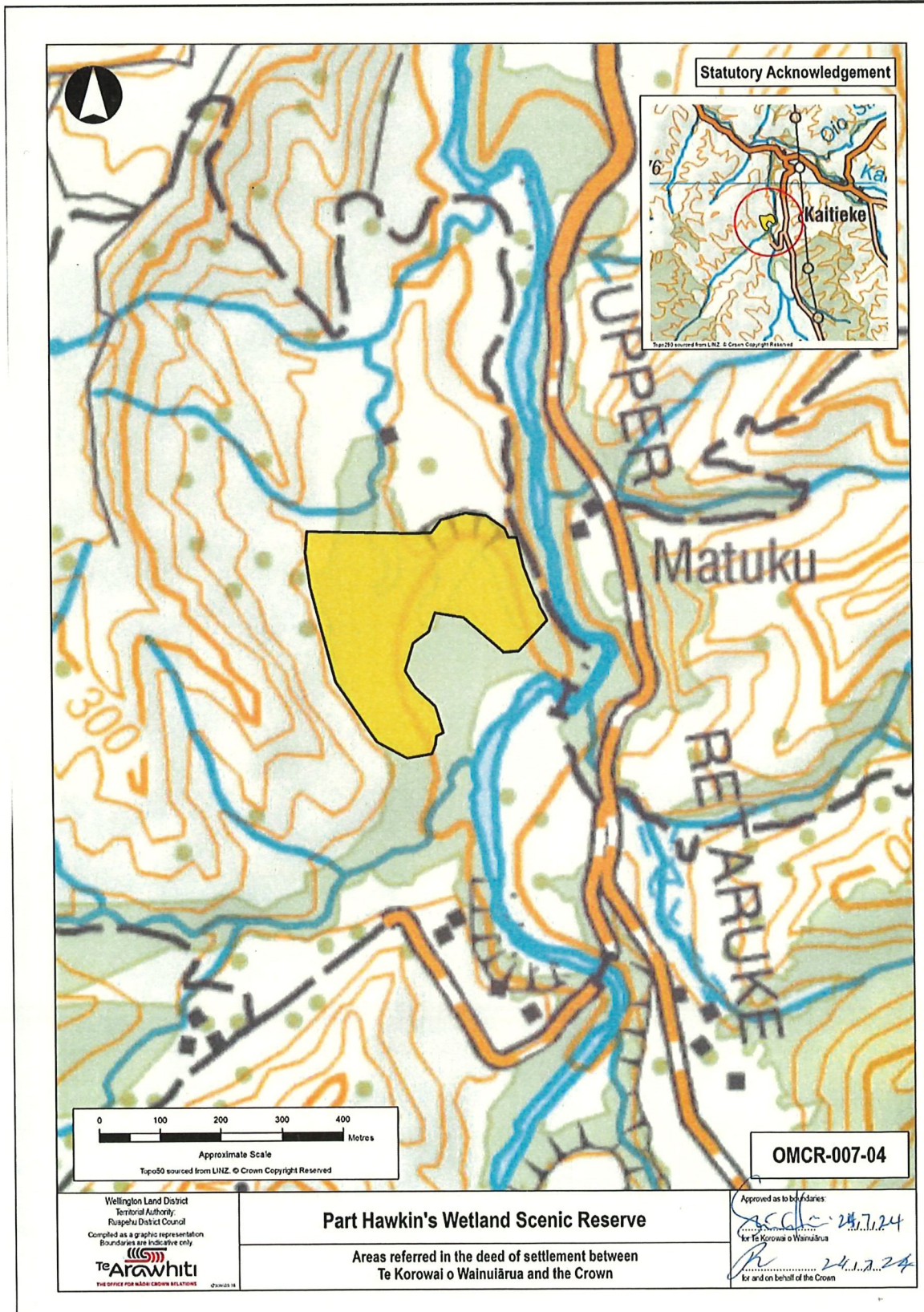
Current part and reference	Amendment
Part 2, page 18	Replace heading "Hawkin's Wetland Scenic Reserve" with "Part Hawkin's Wetland Scenic Reserve"
Part 2, page 18	Replace heading "Hukapapa Conservation Area, Part Ohinetonga Scenic Reserve, Owhango Domain Recreation Reserve, and Whakapapa River Marginal Strip" with "Hukapapa Conservation Area, Part Ohinetonga Scenic Reserve, Part Owhango Domain Recreation Reserve, and Whakapapa River Marginal Strip"
Part 2, page 18, second paragraph	Replace "Ohinetaonga" with "Ohinetonga"
Part 2, page 19	Replace heading "Kawautahi Scenic Reserve" with "Part Kawautahi Scenic Reserve"

DEED TO AMEND TE KOROWAI O WAINUIĀRUA DEED OF SETTLEMENT

Current part and reference	Amendment
Part 2, page 24	Replace heading “Waitōtara Waitōtara Forest Conservation Area” with “Waitōtara Forest Conservation Area”
Part 3, page 34	Replace heading “Hawkin’s Wetland Scenic Reserve” with “Part Hawkin’s Wetland Scenic Reserve”
Part 3, page 34	Replace heading “Hukapapa Conservation Area, Part Ohinetonga Scenic Reserve, Owhango Domain Recreation Reserve, and Whakapapa River Marginal Strip” with “Hukapapa Conservation Area, Part Ohinetonga Scenic Reserve, Part Owhango Domain Recreation Reserve, and Whakapapa River Marginal Strip”
Part 3, page 34, second paragraph	Replace “Ohinetaonga” with “Ohinetonga”
Part 3, page 35	Replace heading “Kawautahi Scenic Reserve” with “Part Kawautahi Scenic Reserve”
Part 6.1	The existing KiwiRail Relationship Kawenata is amended by the text contained in Appendix 2 to this deed to amend

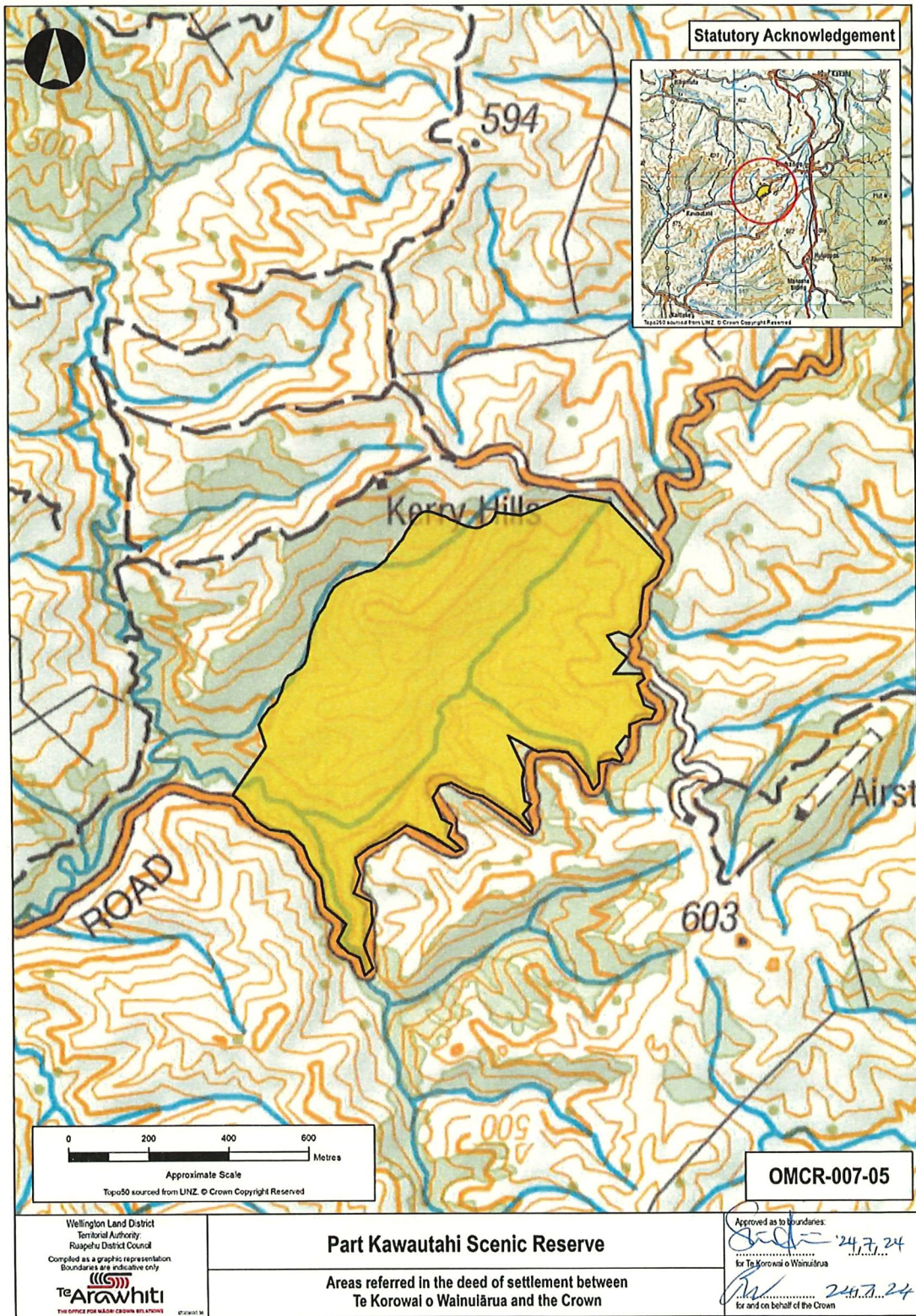
DEED TO AMEND TE KOROWAI O WAINUIĀRUA DEED OF SETTLEMENT

Appendix 1



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DEED TO AMEND TE KOROWAI O WAINUIĀRUA DEED OF SETTLEMENT



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DEED TO AMEND TE KOROWAI O WAINUIĀRUA DEED OF SETTLEMENT



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Appendix 2



Relationship Kawenata

Between

Te Korowai o Wainuiārua Trust

And

KiwiRail Holdings Limited

[DATE]

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DOCUMENTS

6.1: KIWIRAIL RELATIONSHIP KAWENATA

Relationship Kawenata

1. PARTIES

- 1.1. KiwiRail Holdings Limited ("KiwiRail NZ") is a New Zealand state-owned enterprise responsible for rail operations in New Zealand. Trading as KiwiRail and headquartered in Auckland, New Zealand, KiwiRail is the largest rail transport operator in New Zealand; and
- 1.2. Te Korowai o Wainuiārua Trust, the post-settlement governance entity established to represent Te Korowai o Wainuiārua in its Treaty Settlement with the Crown.

2. BACKGROUND

- 2.1. KiwiRail NZ operates all rail and freight carrying systems throughout Aotearoa and is a Crown entity.
- 2.2. Te Korowai o Wainuiārua are tangata whenua in the area described in the Deed of Settlement as their Area of Interest. This is shown on the map attached to this Relationship Kawenata as Appendix A. A brief summary of the Te Korowai o Wainuiārua association with the lands and wāhi tapu over which the North Island Main Trunk Railway line was constructed is attached at Appendix B.
- 2.3. A map showing an urupa (burial ground), a site of historic significance to Te Korowai o Wainuiārua, is attached at Appendix C.
- 2.4. The parties have established a Rangatira ki te Rangatira relationship with a shared view to exploring mutually beneficial and collaborative opportunities.
- 2.5. The parties have agreed to enter into this Relationship Kawenata to confirm their commitment to an enduring inter-generational relationship founded on shared values and principles.

3. ACKNOWLEDGEMENTS

- 3.1. Both parties acknowledge that this Relationship Kawenata is not a legally binding document, however, all parties will act reasonably and with good faith with respect to this Kawenata.



KiwiRail NZ's acknowledgements

3.2. KiwiRail NZ acknowledges:

- (a) the history of the Te Korowai o Wainuiārua people and their traditional and customary interests as tangata whenua within the Area of Interest and will ensure their management and staff will have regard to Te Korowai o Wainuiārua history, aspirations, principles and values;
- (b) that some of KiwiRail NZ's network is located on land of significant cultural interest to Te Korowai o Wainuiārua and includes the urupa located between the North Island Main Trunk Railway line and State Highway 4, shown in Appendix C;
- (c) that the iwi of Te Korowai o Wainuiārua hold significant grievances about the Crown's failure to uphold its promises to Te Rohe Pōtae Māori, and the Crown's acquisition of land for the construction of the North Island Main Trunk Railway line, particularly within the Waimarino No.4 non-seller block, for which the Crown has addressed in its Apology Redress in the Te Korowai o Wainuiārua deed of settlement, comprising the agreed historical account, acknowledgements, and apology; and
- (d) that as an agency of the Crown, KiwiRail NZ has an opportunity to enhance the Crown's on-going relationship with Te Korowai o Wainuiārua and contribute positively to their economic and cultural development.

Te Korowai o Wainuiārua acknowledgements

3.3. Te Korowai o Wainuiārua acknowledges that:

- (a) KiwiRail NZ enter this Relationship Kawenata in the context of its existing regulatory, contractual and freight delivery obligations. KiwiRail NZ also has obligations to its customers and the communities they serve, and to its shareholders (the taxpayers of New Zealand).
- (b) KiwiRail NZ management and staff will have regard to Te Korowai o Wainuiārua history, aspirations, principles and values.

4. OBJECTIVES - Ngā Kaupapa

4.1. The parties intend to work together to:

- (a) lay the cornerstone for a long-standing relationship based on respect for each other's values and the principles set out below, and
- (b) provide a framework to raise and discuss future opportunities or potential issues.

5. RELATIONSHIP, SHARED VALUES AND PRINCIPLES

- 5.1. The KiwiRail relationship agreement is a commitment between the parties to establish and maintain a cooperative and enduring relationship with Te Korowai o Wainuiārua that may work towards any genuine offer of partnering opportunities with KiwiRail that may benefit both parties and lead to strengthening resources that help provide for the protection or restoration of whenua within Te Korowai o Wainuiārua rohe and provides for the future conservation of any natural environmental resources or other enterprises that facilitates both parties interests.

- 5.2. To the extent possible, the parties will respect and have regard to the other party's values,
- (a) recognising that the values operate in a dynamic environment;
 - (b) agree that the values and principles described in this agreement will remain constant and enduring, despite any changes to organisational focus or representation.
 - (c) The parties agree to promote a transparent, kanohi-ki-te-kanohi, open and collaborative relationship where information is shared, and all surprises minimised.

KiwiRail NZ Values

5.3. KiwiRail NZ values are summarised as:

- (a) **Manaaki / Care and Protect** - To make a sincere effort in supporting and respecting each other's objectives, expectations, and responsibilities.
- (b) **Tuuturu / Straight and True** – Acting with integrity and treating others with respect to achieve collaborative solutions.
- (c) **Kotahitanga / One Winning Team** – To promote transparent, kanohi-ki-te-kanohi, open and collaborative relationships where information is shared.
- (d) **Pārekareka / Great Customer Experiences** - By recognising that we operate in a dynamic environment, we strive to accommodate different cultural values and ways of working. In doing so, we can appropriately reflect the interests of our stakeholders to the relevant people they concern.

Te Korowai o Wainuiārua vision and principles

5.4. Three aspirational pou form the basis of and represent the vision, principles, and aspirations of the people of Uenuku, Tamakana and Tamahaki for the settlement of Te Korowai o Wainuiārua claims against the Crown for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi:

- (a) **Pou Tangata:** reflects the desire to achieve economic and commercial revitalisation in the Te Korowai o Wainuiārua rohe. The broad aspiration is to re-establish the economic viability of land and resources, sustain commercial development of these resources and ensure strong industry relationships for economic growth.
- (b) **Pou Wairua:** focuses on the desire to achieve social and cultural development for the people of Te Korowai o Wainuiārua. This development will be based on reconciliation between the Crown and Te Korowai o Wainuiārua, and the Crown's acknowledgement of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. Te Korowai o Wainuiārua aspire to secure the social and cultural wellbeing of their people, and the revitalisation of identity, language, culture, tikanga and kōrero.
- (c) **Pou Whenua:** reflects the role of Uenuku, Tamakana, and Tamahaki as kaitiaki and the importance of environmental protection and conservation of their ancestral lands. Te Korowai o Wainuiārua aspire for this settlement to support the exercise kaitiakitanga and rangatiratanga over wāhi tapu, the protection and conservation of taonga species, the natural landscape, biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands.

DEED TO AMEND TE KOROWAI O WAINUIĀRUA DEED OF SETTLEMENT

- 5.5. The role of Te Korowai o Wainuiārua people as kaitiaki cannot be fulfilled without ensuring that the social and cultural wellbeing of the people is safe and secure. In turn, social and cultural wellbeing is interconnected with the tribes' economic and commercial resources, which provide support and sustenance to Te Korowai o Wainuiārua whānau, hapū and iwi.
- 5.6. Each of the three aspirational pou will be strategically implemented according to the vision, values and principles of Te Korowai o Wainuiārua people, assisted by the redress provided by their Treaty settlement.
- 5.7. This vision and these aspirations will be reviewed and potentially amended by the Korowai o Wainuiārua Trust after settlement and specific aspirations may be adopted which are in accordance with the strategic and business planning adopted by the Trust following settlement.

Te Korowai o Wainuiārua values - Ngā Uara

- 5.8. As Te Korowai o Wainuiārua, we believe every relationship is sourced in the values they have inherited from their tupuna. These will be expressed by the values:
- (a) **Mana Atua:** the highest value because it is the basis of Wairuatanga.
 - (b) **Mana Tīpuna:** denotes the element of respect for the way Te Korowai o Wainuiārua carry forward the legacy of our Tupuna. This interacts with Mana Tāngata as an inherited value.
 - (c) **Mana Whenua:** (including Mana Moana) denotes rangatiratanga, dignity and authority.
 - (d) **Whakapapa:** the overall value that defines who we are and our links back to the Atua.
 - (e) **Taonga:** the value defining what we treasure – what is precious to us.
 - (f) **Rawa:** the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.
 - (g) **Tikanga:** depicted here as the element of principles and the ethics that are in accord with the way we apply the legacy of our Tupuna.
 - (h) **Kaupapa:** seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what we are and what we seek to achieve.
 - (i) **Rautaki:** strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of our purpose.
 - (j) **Kaitiakitanga:** Kaitiakitanga requires engagement in governance, management and operations and includes the:
 - (i) right to maintain and control our environment according to our own established practices;
 - (ii) right to interact with our environment in a manner consistent with our tino rangatiratanga;
 - (iii) legitimate opportunity to practise, exercise and extend our environmental traditions, cultural values and beliefs; and
 - (iv) support for the purity, potency and integrity of our natural environment.

6. FUTURE OPPORTUNITIES

- 6.1. The parties agree that they will pursue opportunities to work together on issues that impact both parties and involve shared outcomes as outlined in Appendix D.
- 6.2. KiwiRail NZ will endeavour to inform Korowai o Wainuiārua Trust about projects and maintenance programmes in the Te Korowai o Wainuiārua area of interest in a timely fashion.
- 6.3. KiwiRail NZ has agreed to participate in Te Purapura o Taiao a regional environmental **collective** focussed on encouraging the restoration of healthy habitats, ecosystems and New Zealand's native biodiversity in the Area of Interest. The scope and operation of this collective is set out in a separate agreement, between KiwiRail NZ, Te Korowai o Wainuiārua Trust and other central and local government agencies.

7. GOVERNANCE

- 7.1. The parties will meet annually at a Rangatira level or at any other time or frequency as they may agree.
- 7.2. Each party is free to determine their Rangatira representatives bearing in mind the significance of this Relationship Kawenata and the mana of that person to speak for their organisation.
- 7.3. The objectives and guidelines of annual meetings are outlined in Appendix D.

8. IWI MANAGEMENT PLANS

- 8.1. The parties will meet to identify and discuss opportunities to further strengthen their partnership at an early stage in the preparation, review or amendment of any plans the Governance Entity has for the Agreement Area, such as iwi management plans or Mana Whakahono a Rohe (an iwi participation arrangement) developed for the purpose of the Resource Management Act 1991.
- 8.2. The Governance Entity may develop an iwi management plan that records the relationship of Te Korowai with the land within the Agreement Area, including cultural and heritage values, and the location of wahi tupuna and wahi tapu and the use of traditional resources. It is likely that this plan will include or relate to KiwiRail NZ land.
- 8.3. If requested by the Governance Entity the KiwiRail NZ will provide assistance or information that would assist the Governance Entity in the development of such management plans by way of the provision of support and information about the status and condition of KiwiRail NZ land within the Agreement Area, and other information held by the KiwiRail NZ that would assist the Governance Entity in preparing such plans.

9. TE PURAPURA O TAIAO

- 9.1. KiwiRail NZ will participate in a multi-agency environmental collective 'Te Purapura o Taiao', focussed on enhancing the quality of the environment. The collective's purpose is to encourage restoration of healthy habitats, ecosystems and New Zealand's native biodiversity in the Area of Interest.

DEED TO AMEND TE KOROWAI O WAINUIĀRUA DEED OF SETTLEMENT

9.2. The scope and operation of the Te Purapura o Taiao collective is set out in a separate agreement between the Ministry, the Governance Entity and other relevant central and local government agencies.

DATED

SIGNED for Te Korowai o
Wainuiārua Trust



Trustee signature

Trustee signature

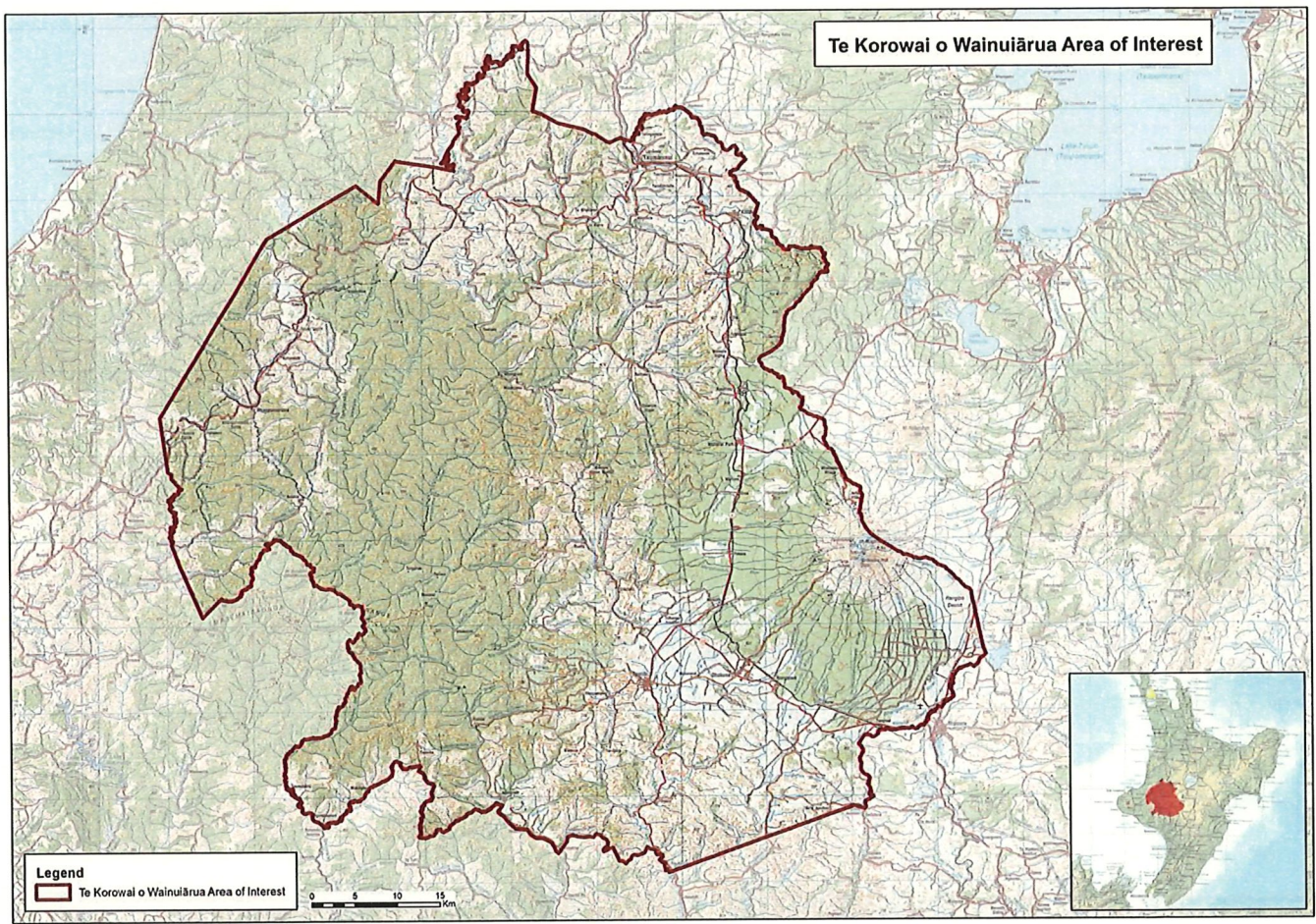
SIGNED for KiwiRail NZ
Chief Executive

SIGNED: KiwiRail NZ kaumatua

SIGNED: KiwiRail NZ kuia



APPENDIX A: MAP SHOWING TE KOROWAI O WAINUIĀRUA AREA OF INTEREST

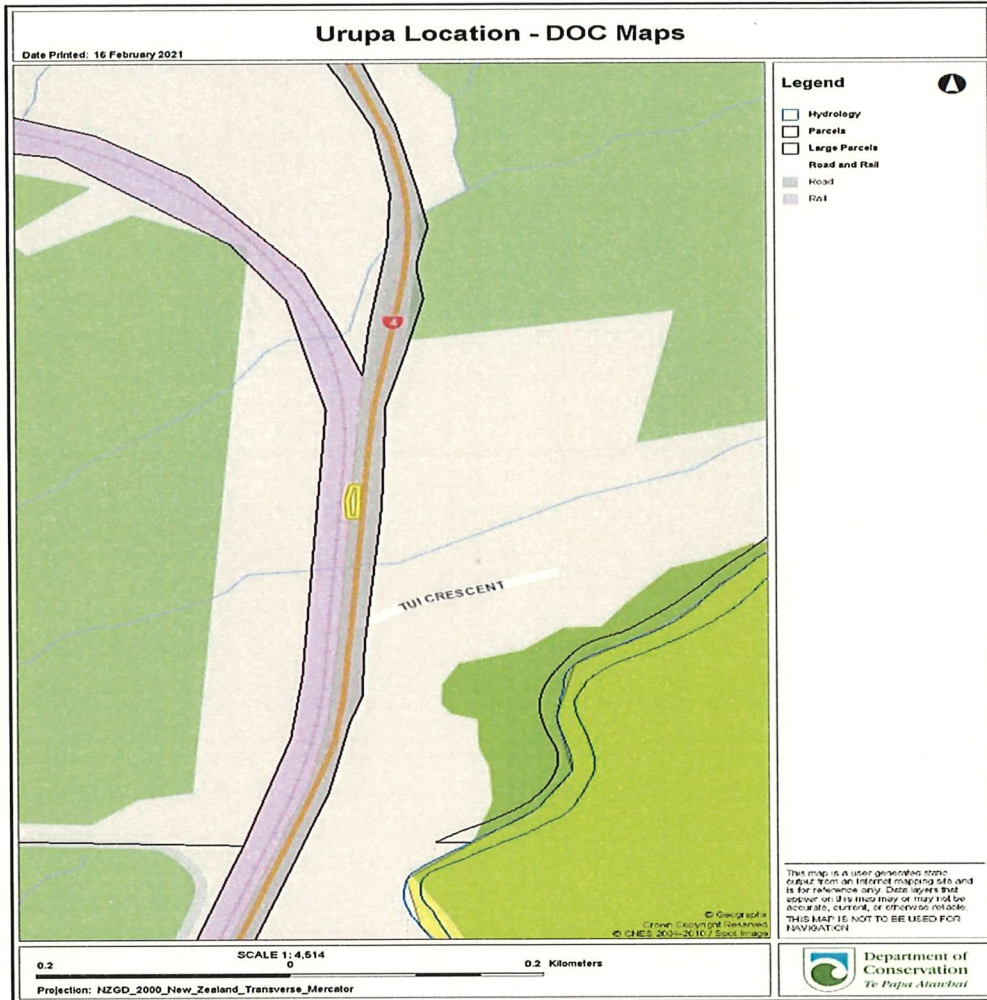


APPENDIX B: TE KOROWAI O WAINUIĀRUA ASSOCIATION WITH THE LAND AND WAHI TAPU THAT LIE BENEATH THE NORTH ISLAND MAIN TRUNK RAILWAY LINE

1. Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. The area, in pre-European times, was at the heart of a vital north-south and east-west access route and featured dense populations and complex iwi and hapū connections. This meant that Uenuku, Tamakana, and Tamahaki were of critical importance in the forging of social, political and economic relationships. Te Korowai o Wainuiārua consider that this position was greatly altered by the Crown's breaches of te Tiriti o Waitangi/the Treaty of Waitangi
2. Uenuku, Tamakana, and Tamahaki have found it difficult to maintain a distinct identity and to ensure that their identity and mana is acknowledged by other parties, including the Crown. Te Korowai o Wainuiārua sought re-instatement of recognition from the Crown and other parties of the Uenuku, Tamakana, and Tamahaki rangatiratanga within their rohe.
3. A key grievance of Te Korowai o Wainuiārua is the loss and degradation of their taonga: their mountains, lands, pā, wāhi tapu and other places of significance, lakes, wetlands, rivers and coast, through the actions or inaction, of the Crown.
4. In 1885 the Crown began construction of the North Island Main Trunk Railway line through the rohe of Te Korowai o Wainuiārua, despite the fact the Native Minister had failed to obtain the support of Cabinet or Parliament for some of the promises made to the rangatira of Te Rohe Pōtae, including Te Korowai o Wainuiārua. Land in the Waimarino and Raetihi blocks, including the Waimarino No.4 block, was taken by the Crown for the railway under the Public Works Act 1908. Despite the owners' protests, the Crown did not pay compensation to the owners of the Waimarino No.4 block, and this breach of Te Tiriti o Waitangi/the Treaty of Waitangi is included in the Crown's acknowledgements at Part 3 of the Deed of Settlement of Historic Claims between Te Korowai o Wainuiārua and the Crown.
5. Te Korowai o Wainuiārua wish to establish an ongoing and active partnership between Te Korowai o Wainuiārua and the Crown, and Crown entities in relation to the whenua, ngahere, awa, ika, wāhi tapu, rongoa, and other taonga (land, forest, waterways, fisheries, cultural sites and resources) in their rohe reflecting not only the significance of those resources and their restoration and protection to Te Korowai o Wainuiārua, but also the wider public interest in the enjoyment and conservation of those resources.



APPENDIX C – MAP SHOWING THE URUPA SITE BETWEEN THE MAIN TRUNK LINE AND STATE HIGHWAY 4



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APPENDIX D: ANNUAL MEETING OBJECTIVES AND GUIDELINES

Objectives of the annual meeting:

1. The objectives of the annual meeting are to discuss:
 - (a) the health and wellbeing of the relationship;
 - (b) the status of KiwiRail NZ projects and/or maintenance programme in the Korowai o Wainuiārua Trust area of interest;
 - (c) the status of Korowai o Wainuiārua Trust projects which may impact on the railway network and transport more generally;
 - (d) opportunities for the parties to work together on matters of shared interest;
 - (e) promoting and supporting the proposed Pōkākā eco-sanctuary;
 - (f) training, networking and capability building activities in each party's area of responsibility and expertise, for example:
 - (i) Increasing KiwiRail NZ's understanding of Te Korowai o Wainuiārua history and the context of the iwi today;
 - (ii) Te Ao Māori experiences for KiwiRail NZ staff including noho marae; and
 - (iii) Assisting Te Korowai o Wainuiārua with aspirations relating to the employment and enablement of their people;
 - (g) actions that may be taken to help KiwiRail NZ Agency and Korowai o Wainuiārua Trust achieve their agreed common goals; and
 - (h) any issues of concern or other matters relevant to this Relationship Kawenata.

Guidelines for the annual meeting:

2. Meetings will be held on dates and at venues agreed to by the parties.
3. At least ten working days before each meeting, each of the parties must provide the other with a suggested list of agenda items for the meeting. Meetings will include information regarding the function of the meeting, including:
 - (a) preparing the final agenda for, and giving notice of, meetings; and
 - (b) preparing the minutes of meetings.
4. Where practical, and agreed to by both parties, a meeting held under this clause may be held in conjunction with other meetings arranged by KiwiRail NZ, such as meetings with other iwi and hapū and/or meetings regarding specific projects.
5. In addition, the parties may agree to enter into other agreements for specific KiwiRail NZ projects from time to time. These agreements may provide for Korowai o Wainuiārua Trust to meet with KiwiRail NZ on matters relating to a specific project.