

Subject
NA/181

NGĀTI MUTUNGA O WHAREKAURI

and

[*Ngāti Mutunga o Wharekauri governance entity*]

and

THE CROWN

DEED OF SETTLEMENT OF
HISTORICAL CLAIMS

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(Sealed Wharekauri)

[date]

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DEED OF SETTLEMENT

PURPOSE OF THIS DEED

This deed –

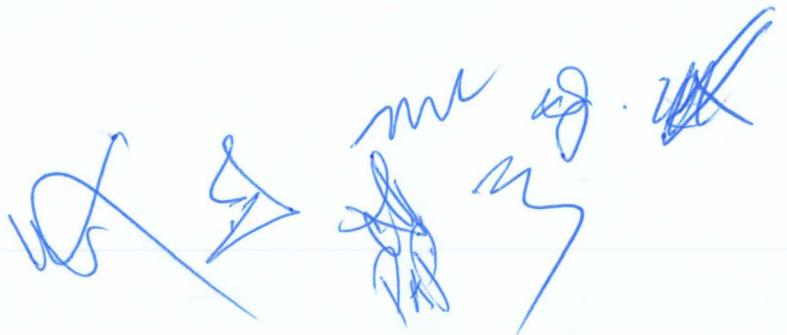
- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Ngāti Mutunga o Wharekauri and breached te Tiriti o Waitangi / the Treaty of Waitangi and its principles; and
- provides an acknowledgement by the Crown of te Tiriti / the Treaty breaches which caused prejudice to Ngāti Mutunga o Wharekauri and an apology by the Crown for those breaches and their consequences; and
- specifies:
 - the cultural redress including recognition of Ngāti Mutunga o Wharekauri's particular cultural, spiritual, historical and traditional association with Wharekauri –
 - (1) for a statutory acknowledgement in respect of the coastal statutory acknowledgment area;
 - (2) for a deed of recognition over the recognition area;
 - (3) as part of a statement of interest in respect of specified islands, islets, and reefs located offshore from Wharekauri and Pitt Island (Rangiauria); and
 - the financial and commercial redress,

to be provided in settlement to the governance entity that has been approved by Ngāti Mutunga o Wharekauri to receive the redress; and
- includes definitions of –
 - the historical claims; and
 - Ngāti Mutunga o Wharekauri; and
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

The bottom of the page features several handwritten signatures in blue ink. From left to right, there is a signature that appears to be 'MK', followed by a signature that looks like 'D', and then a cluster of four distinct signatures, including one that resembles 'M', 'P', 'H', and 'A'.

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The bottom of the page features several handwritten signatures in blue ink. There are approximately six distinct signatures, some appearing to be initials or first names, and others more complex, possibly representing full names or official stamps. The signatures are scattered across the bottom right quadrant of the page.

7 SHARED REDRESS

BACKGROUND

- 7.1 In this part 7 -
- 7.1.1 Moriori Deed of Settlement means the deed of settlement as defined in the Moriori Claims Settlement Act 2021; and
 - 7.1.2 shared redress legislation means legislation to give effect to the shared redress.
- 7.2 Part 7 of the Ngāti Mutunga o Wharekauri agreement in principle and Part 7 of the Moriori Deed of Settlement each -
- 7.2.1 recorded shared redress on the terms and conditions set out in those documents; and
 - 7.2.2 provided for the mutual intention that Ngāti Mutunga o Wharekauri and Moriori will be party to a shared redress deed between themselves and the Crown.
- 7.3 This part 7 records further shared redress arrangements.
- 7.4 The Crown owes Ngāti Mutunga o Wharekauri a duty consistent with the principles of the Treaty of Waitangi to negotiate a shared redress deed in good faith.
- 7.5 The Crown intends to work with Ngāti Mutunga o Wharekauri and Moriori to give effect to the proposal set out in clauses 7.13 and 7.14.
- 7.6 The parties acknowledge while the Crown is negotiating a shared redress deed in good faith, the Crown is not in breach of this deed if a shared redress deed is not agreed by Ngāti Mutunga o Wharekauri, Moriori and the Crown.
- 7.7 As recorded in clause 7.10 of the Moriori Deed of Settlement, the Crown acknowledges that the transfer of the shared redress properties for any purpose other than as shared redress for Ngāti Mutunga o Wharekauri and Moriori would be inconsistent with both clauses 7.4 and 7.5, unless alternative arrangements are otherwise agreed by the Crown, Ngāti Mutunga o Wharekauri, and Moriori.
- 7.8 Clause 7.8 and 7.9 of the Moriori Deed of Settlement provide that if the parties had not signed the shared redress deed by certain timeframes, the Crown would -
- 7.8.1 consider if there are other ways to give effect to the redress in clauses 7.5 and 7.6 of the Moriori Deed of Settlement (being the shared redress reflected in clauses 7.13.1, 7.13.2 and 7.13.5 of this part 7); and
 - 7.8.2 explore other ways to establish the management board and joint planning committee in clause 7.7 of the Moriori Deed of Settlement (being the shared

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redress reflected in clauses 7.13.3 and 7.13.4 of this part 7), while still providing for Moriori and Ngāti Mutunga o Wharekauri representation and participation.

- 7.9 The timeframes in clauses 7.8 and 7.9 of the Moriori Deed of Settlement have passed. Therefore, and as a result of the consequential Crown commitments noted above, a shared redress deed [has been/will be] negotiated by Ngāti Mutunga o Wharekauri, Moriori and the Crown (with each party participating to the extent they wish to do so).
- 7.10 The shared redress deed will be entered into concurrently or shortly after this deed and will provide for:
- 7.10.1 receipt of shared redress properties for both Moriori and Ngāti Mutunga o Wharekauri;
 - 7.10.2 representation and participation for Moriori and Ngāti Mutunga o Wharekauri on the joint planning committee and Te Whanga Management Board and enable these entities to be formed and operate (even in the absence of any one party);
 - 7.10.3 participation of the Crown and the Chatham Islands Council in the entities described in clause 7.10.2 as agreed;
 - 7.10.4 Ngāti Mutunga o Wharekauri, Moriori and the Crown to sign the shared redress deed;
 - 7.10.5 the Crown to introduce legislation (the shared redress legislation), after the shared redress deed has been signed by the Crown and at least one of the other parties;
 - 7.10.6 accession by any party that has not previously signed; and
 - 7.10.7 the shared redress legislation to give effect to the shared redress so long as the Crown and at least one of the other parties have signed, and/or acceded to, the shared redress deed.
- 7.11 The shared redress legislation will provide for all matters for which legislation is required to give effect to the shared redress deed.
- 7.12 In the event of any conflict in terms between this part 7 and the shared redress deed, the shared redress deed prevails.

SHARED REDRESS VIA SHARED REDRESS LEGISLATION

- 7.13 The shared redress deed and shared redress legislation, on the basis of, and subject to the terms and conditions in the agreement in principle, will provide for -
- 7.13.1 the following properties to be vested in undivided equal shares in the governance entity and the trustees of the Moriori Imi Settlement Trust as tenants in common, and to be administered by Te Whanga Management Board:
 - (a) Te Whanga Lagoon and related sites, the bed of the Lagoon in fee simple;

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- (b) Site 110, ex Wharekauri Station, in fee simple;
- (c) Site 111, ex Wharekauri Station, in fee simple;
- (d) Site 112, ex Wharekauri Station, in fee simple;
- (e) Site 113, ex Wharekauri Station, in fee simple;
- (f) Site 114, ex Wharekauri Station, in fee simple;

7.13.2 the following properties to be vested in undivided equal shares in the governance entity and the trustees of the Moriori Imi Settlement Trust as tenants in common:

- (a) Tikitiki Hill Conservation Area – white house (land and buildings), in fee simple, subject to there being no historic values to be protected;
- (b) Tikitiki Hill Conservation Area – southern site, in fee simple, subject to a lease in favour of the Crown;
- (c) Tikitiki Hill Conservation Area – paddocks, in fee simple;
- (d) Tikitiki Hill Conservation Area – conical hill, in fee simple, as a reserve; and

7.13.3 the establishment of a permanent statutory board whose purpose is to coordinate and oversee the delivery of management for Te Whanga Lagoon comprising representatives of the governance entity, the Moriori Imi Settlement Trust, the Chatham Islands Council and one appointee of the Minister of Conservation and/or Director-General of Conservation. The functions of the Board will be to:

- (a) fulfil the function of the owner of the bed of Te Whanga Lagoon;
- (b) implement natural resources policies and plans set by the Joint Planning Committee of the Chatham Islands Council as they relate to Te Whanga Lagoon;
- (c) seek opportunities to raise funds and support for the ongoing health and wellbeing of Te Whanga Lagoon;
- (d) prepare, approve and implement a natural resources management plan for Te Whanga Lagoon which integrates with conservation and fisheries management; and
- (e) take any other action that is considered by the board to be appropriate to achieve its purpose; and

7.13.4 the establishment of a permanent joint planning committee of the Chatham Islands Council, deemed to be a committee under schedule 7 of the Local Government Act 2002. It is intended that:

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- (a) the committee will comprise four Chatham Islands Council representatives, two Ngati Mutunga o Wharekauri governance entity representatives and two Moriori Imi Settlement Trust representatives;
- (b) the committee's role will relate to resource management planning processes that affect the Chatham Islands and include recommending to the Chatham Islands Council plan and policy changes that affect the sustainable management of natural and physical resources on the Chatham Islands;
- (c) the committee will oversee development of the single resource management document as required by the Chatham Islands Council Act 1995;
- (d) the Chatham Islands Council retains final decision making powers; and
- (e) shared redress legislation will be used to ensure the committee is permanent and to define its role and procedures; and

7.13.5 the sale and leaseback of the Kaingaroa School site (land only) as a [commercial redress / deferred selection] property. Such redress would be subject to equivalent terms and conditions as those relating to school sites in both agreements in principle.

7.14 The shared redress deed and shared redress legislation will also provide for the recognition of certain names of features as official geographic names.

[Drafting note: the text of clauses 7.8 to 7.14 will be finalised post initialling of the deed of settlement, and may be subject to change as the shared redress deed and shared redress legislation is developed].