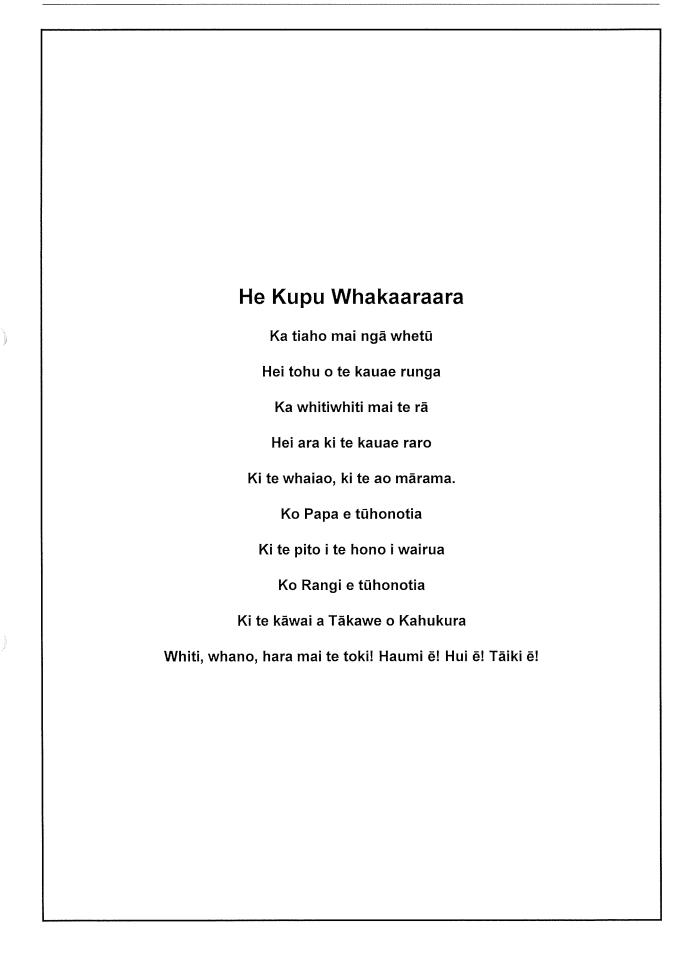
MŌKAI PĀTEA NUI TONU and THE CROWN

AGREEMENT IN PRINCIPLE TO SETTLE HISTORICAL CLAIMS

Ono o Noema 2025



AGREEMENT IN PRINCIPLE

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1. KUPU WĀWĀHI: BACKGROUND

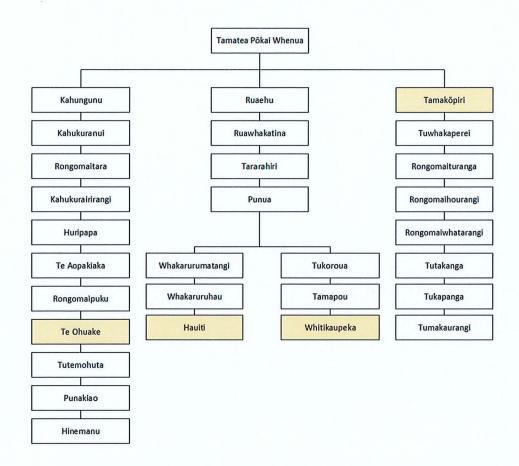
Whakapapa of Mōkai Pātea Nui Tonu

- 1.1 The development of the community of Mōkai Pātea Nui Tonu commences with Tamatea Pōkai Whenua, who in our tradition is a mokopuna of Tato. Tamatea Pōkai Whenua was of the Hono-i-Wairua people and came to Aotearoa on the Tākitimu waka.
- 1.2 We recognise the three wives of Tamatea Pōkai Whenua and his children who are recognised tūpuna of Mōkai Pātea Nui Tonu, namely:
 - 1.2.1 Iwipupu, from whom was born Kahungunu;
 - 1.2.2 Kahukare, from whom was born Ruaehu; and
 - 1.2.3 Tanewhare, from whom was born Tamakōpiri.
- 1.3 Tamatea Pōkai Whenua travelled from Turanga (Gisborne) through Ahuriri (Whanganui a Orotu) and into the Mōkai (Inland) Pātea rohe, meeting up with his son, Kahungunu, who had travelled via the Mohaka and down the Ngaruroro Rivers at the Waitutaki Stream. Tamatea carried with him a number of pets (mōkai) which were released from time to time during his hīkoi.
- 1.4 Tamatea headed to Rakautaonga and to Te Koau. Kahungunu went up the Ngaruroro River and the Tāruarau River, and met with his father again at Ikawetea Stream. There lies the wāhi tapu known as Te Upoko o Kahungunu. It is from here that Pohokura, one of the pets (mōkai) of Tamatea Pōkai Whenua, escaped while he slept on the rock. Pohokura is now understood to reside on the sacred mountain of Aorangi, which overlooks the mighty Rangitīkei River.
- 1.5 Tamatea and Kahungunu travelled up the Ikawetea Stream and towards Rangitīkei Awa (Rangitikei River) below Aorangi and met Tarinuku who offered Tamatea a calabash of preserved birds. This place was named Te Papa a Tarinuku. From here Kahungunu returned back to the Tairāwhiti area.
- Tamatea then travelled up the Moawhango Awa, staying the night and then in the morning extinguishing the firebrands from his fire at the waterfall known as Te Pounga o ngā Motumotu o te ahi a Tamatea Pōkai Whenua. At Tikirere, Tamatea left his koura (crayfish) mōkai, (Te Koura a Tamatea). At Whakatara he left another mōkai. At Waiouru, Tamatea's third son, Tamakōpiri, cried for his father, at the place named Te Hiwi a Tamakōpiri, and the Waitangi Stream denotes this event.
- 1.7 Tamatea travelled south to the juncture of the Hautapu Awa with the Rangitīkei Awa, and he left his pātiki (flounder) mōkai there. He climbed the high ridgeline to the west, which became known as Te Whakauae a Tamatea. He sought shelter from a storm at Te Harakeke a Tamatea, and then headed south towards the Whanganui Awa.
- 1.8 It is through three hekenga into Inland Pātea that the rohe became populated with the ancestors of Mōkai Pātea Nui Tonu:

- 1.8.1 the first hekenga by Tamakōpiri and his descendant Tumakaurangi led to the many whānau and hapū of Ngāti Tamakōpiri;
- the second hekenga by Te Aitanga o Rongomaitara led to the many whānau and hapū of Ngāi Te Ohuake; and
- 1.8.3 the third hekenga of Te Hika a Kahukare led to the many whānau and hapū of Ngāti Hauiti and Ngāti Whitikaupeka.
- 1.9 We also recognise the tradition of Mātangi, who journeyed from the Wairarapa following Whirikōkō, and naming places from the Tararua to the Rangitīkei. His two children, Horouta and Hine-te-Iwaiwa, remained to occupy the area, and the Mātangi tradition is particularly special for the people of Ngāti Hauiti.
- 1.10 We also recognise the tradition of Whatumamoa (Hotumamoe/Ngāti Hotu), from Mahutapoanui through Ōrotu and thence to Tupakihi, his sister Nukuteaio (who would marry Te Ohuake), and his brother Tuwharaukiekie (grandfather of Hauiti).
- 1.11 There followed generations of inter-hapū and inter-iwi relationships, through marriage, through war and the making of peace, through the conquering of territory and the tenure of occupation and use of the land and its resources. Key battles which shaped the people and the identification of their rohe over which they exercised rights included: Otara (at Rōhotupapa); Otara II (at Omanono); Te Tohi a Te Rehu; Orongotama at Rangipō Waiū; Hawera Roa at Rotoaira; Te Whiti at Tararei; Otihau at Whangaehu, Whakatapere, and Mangawhero; and the battles at Pōtaka, Mangatoetoe, Otaparoto, Motuopuhi and Kai-Inanga, to name a few. Whānau and hapū developed their areas of customary use and occupation.

Mōkai Pātea Nui Tonu Interests

- 1.12 Mōkai Pātea Nui Tonu exercised their mana and tino rangatiratanga to their ancestral lands. The hapū and iwi of Mōkai Pātea Nui Tonu operated independently in accordance with their tikanga, and from time to time, variant grouping of these whakapapa lines would come together as a confederation, which is referred to as Mōkai Pātea Nui Tonu.
- 1.13 The following is a whakapapa chart depicting the main lines of Mōkai Pātea Nui Tonu:



- 1.14 The core lands of the Mōkai Pātea Nui Tonu rohe include the following blocks:
 - 1.14.1 Aorangi (Awarua);
 - 1.14.2 Awarua;
 - 1.14.3 Awarua o Hinemanu;
 - 1.14.4 Mangaohane;
 - 1.14.5 Mangoira;
 - 1.14.6 Motukawa No 2;
 - 1.14.7 Ōruamātua-Kaimanawa;
 - 1.14.8 Otairi No 1;
 - 1.14.9 Otairi No 4;
 - 1.14.10 Otamakapua;
 - 1.14.11 Otumore;

1.14.12	Owhāoko B;
1.14.13	Owhāoko C;
1.14.14	Owhāoko D;
1.14.15	Rangatira Hapōpō;
1.14.16	Taraketī;
1.14.17	Te Koau; and
1.14.18	Tīmahanga.
Land bl	ocks where Mōkai Pātea Nui Tonu shared interests with their neighbouring iwi
1.15.1	Paraekaretu;
1.15.2	Rangipō Waiū;
1.15.3	Rangipō Waiū No 2;
1.15.4	Rangitīkei Manawatū;
1.15.5	Rangitīkei Tūrakina;
1.15.6	Te Ahuaturanga; and
1.15.7	Waitapu.
Key wat	terways of the Mōkai Pātea Nui Tonu rohe (and their tributaries) include:
1.16.1	Hautapu River;
1.16.2	Ikawetea Stream;
1.16.3	Kawhātau River;
1.16.4	Kiwitea Stream;
1.16.5	Mamoenui Stream;
1.16.6	Mangaio Stream;
1.16.7	Mangapapa River;
1.16.8	Manutahi Stream;

1.15

1.16

- 1.16.9 Moawhango-rahi (Moawhango River);
- 1.16.10 Momona Tūī (Moawhango West) River;
- 1.16.11 Ngaruroro River;
- 1.16.12 Oarenga Awa (Aorangi Stream);
- 1.16.13 Oroua River;
- 1.16.14 Otamateanui Stream;
- 1.16.15 Pourangaki River;
- 1.16.16 Pourewa Stream (Porewa Stream);
- 1.16.17 Rangitīkei River;
- 1.16.18 Tāruarau River;
- 1.16.19 Turakina River;
- 1.16.20 Waitangi Stream;
- 1.16.21 Waiouru Stream;
- 1.16.22 Waituna Stream; and
- 1.16.23 Waitutaki Stream.
- 1.17 Mōkai Pātea Nui Tonu exercised their customary rights and practices to these traditional rohe, including:
 - 1.17.1 tribal, collective decision-making structures;
 - 1.17.2 dissemination of mātauranga and cultural expression, including te reo Māori; and
 - 1.17.3 guardianship and control of natural resources, kāinga, and wāhi tapu and other sites of significance.

Te Tiriti o Waitangi/The Treaty of Waitangi

- 1.18 Mōkai Pātea Nui Tonu consider that the Crown had and continues to have duties to recognise and actively protect the rights and interests of Mōkai Pātea Nui Tonu under te Tiriti o Waitangi/the Treaty of Waitangi and its principles, including:
 - 1.18.1 recognising and protecting their tino rangatiratanga;

- 1.18.2 ensuring the retention of lands, estates, forests, fisheries, other properties and taonga so long as it is their desire to do so;
- 1.18.3 recognising and actively protecting all taonga, resources, language, and cultural practices; and
- 1.18.4 providing the right and the means to develop those taonga in accordance with their cultural preferences.

Post-Contact Alienation and Subversion of Tino Rangatiratanga

- 1.19 In terms of the post-contact period, those within the rohe of Mōkai Pātea Nui Tonu had relatively little exposure to Europeans through to the 1870s. However, Mōkai Pātea tūpuna were concerned about and engaged with the Crown and settler attempts to acquire tracts of land for settlement. Mōkai Pātea tūpuna organised the Kōkako Hui in 1860 and the Turangaarere Hui of 1872, and objected to land acquisition processes through the 1870s and 1880s, and sought to consolidate and respond to the individualisation of land title foisted by the Native Land Court investigations.
- 1.20 In the 1890s, Utiku Potaka, Wiremu Paraotene, Raumaewa Te Rango, Hiraka Te Rango and Wirihana Hunia on behalf of the rangatira of Mōkai Pātea Nui Tonu proposed a form of collective tribal title to retain control of the key Awarua lands, to administer land and distribute benefits to their people, to apportion land among hapū by way of tribal rūnanga and to access development assistance to promote growth in the new economy.
- 1.21 It was to no avail. The imposition of an individualised land title system, the breakdown of collective tribal authority, and the subversion of tino rangatiratanga led to loss of land, economic and social impoverishment, and cultural alienation.
- 1.22 During the course of the investigation hearings of the Native Land Court, competing claims, Court rulings and settler-Crown avarice all contributed to the undermining of whānau, hapū and iwi of Mōkai Pātea Nui Tonu. An example of this was the effect on the Winiata whānau of Ngāti Paki and the claims by their rangatira Winiata Te Whaaro through his iwi of Ngāi Te Ohuake. This subjugation was to have significant impacts in the 20th century.
- 1.23 By the 1920s, Mōkai Pātea Nui Tonu were on the social and economic margins in their own traditional rohe. Remaining land held as Māori freehold was in isolated areas, with much of it landlocked. These various factors contributed to an alienation of the community from their hapū roots. The Crown chose to deal with other iwi who had interests in the Mōkai Pātea lands, but through marriage to Mōkai Pātea families. As such, the unique identity and tino rangatiratanga of Mōkai Pātea Nui Tonu was almost destroyed.
- 1.24 In this period, successive governments also sought to impose new structures for tribal decision making, including Māori Councils, land boards, and marae trusts. While Mōkai Pātea Nui Tonu acknowledges the contribution of many who represented these structures, they were ultimately devoid of the whakapapa basis of hapū rangatiratanga and identity. In the region of Mōkai Pātea Nui Tonu, a situation arose which was particularly corrosive of hapū identity, as the marae took on affiliation to their neighbouring iwi. The individuals working within the marae communities were often tireless advocates for the health, education and language survival of their whānau, but

those communities had become separated from the whakapapa connections that bound them to the whenua of Mōkai Pātea Nui Tonu, to their hapū and Iwi of Mōkai Pātea Nui Tonu, and to each other.

Renaissance of Mōkai Pātea identity

- 1.25 In the 1980s, a re-awakening within Ngāti Hauiti emerged, triggered by a reaction to environmental threats. There followed a series of strategic wānanga with other whānau and hapū within Ngāti Whitikaupeka, Ngāti Tamakōpiri and Ngāi Te Ohuake to re-assert their whakapapa connections, leading to the re-establishment of the cultural identity as Mōkai Pātea Nui Tonu, over the following twenty years. Some of the key developments were:
 - 1.25.1 acknowledging the whānaungātanga ties to neighbouring iwi, but understanding the rangatiratanga of the hapū and lwi of Mōkai Pātea;
 - 1.25.2 re-gathering whānau and hapū who had been excluded from marae communities and calibrating their whakapapa to Mōkai Pātea Nui Tonu, as had been laid out by the tūpuna in their claims to the Native Land Court. This resulted in the re-emergence of Ngāi Te Ohuake and others;
 - 1.25.3 establishing tribal Rūnanga, as their tūpuna had proposed in the 1890s, as the fundamental basis for collective decision-making. The four lwi Rūnanga of Mōkai Pātea Nui Tonu were constituted between 1994-2010; and
 - 1.25.4 advocating for the Mōkai Pātea community over a range of social and environmental issues and the bringing together of the confederation to pursue the negotiation and settlement of historical claims under te Tiriti o Waitangi/the Treaty of Waitangi.

Ngā Tūpuna Tangata Whenua o Mōkai Pātea Nui Tonu (1879-1906)

Ngāi Te Ohuake	Eliza Burnett	Heni Mokokino
Airini Tonore	Ema Te Rango	Hera Te Huiarei
Amopo Te Mina	Erena Karauria	Hera Te Upokoiri
Anaru Te Wanikau	Erena Ngotokuku	Hera Te Waiatua
Ani Kanara	Erueti Arani	Herariki Tipene
Ani Ngatoa	Haimona Te Pipi	Heta Hakiwai
Ani Te Naihi	Hakopa Te Ahunga	Heta Tanguru
Ani Wi Te Hiko	Hana Hinemanu	Hina Karaka
Anihira Te Uamairangi	Hanapeka Rangitahua	Hine Kotukurangi
Apirana Te Urukahika	Hanara Ihaka	Hinemanu Tanguru
Arapeta Potaka	Hanatia Hekiera	Hinurewa Maikuku
Arapeta Te Whakatare	Hariata Heni	Hipera Hoana
Arona Raurimu	Harieta Puri	Hiraka Kere
Atareta Hokahoka	Hauiti Te Whaaro	Hiraka Rameka
Atareta Te Upokoiri	Henare Tehi	Hiraka Te Rango
Carter Daniel	Henare Tumango	Hirani (Irania) Arapeta

Hirani Iraia Hirani Te Hei Hoana Pakapaka Hokimai Te Tene Hone Tumango Hori Tanguru Hori Hekiera Hori Taorangi Horiana Matire Horiana Te Whaaro Horima Paerau

Ihaia Heni Ihaia Te Ngira Ihaka Te Konga Ihakara Te Raro Iharaira Ngatoa Ihimaera Karaka Iraia Karauria Irimana Ngahoa Itirana Hoana Ka Ngotokuku Kaewa Mete Kingi Kahungunu Hakopa Kaporere Ngatoa

Karena Te Ruataniwha Karikari Ramiha Potaka

Katarina Hira

Kato Te Uamairangi Kawepo Ngarangi Keita Hekiera Keita Ruta Te Ota

Kerehi Hori

Keremene Pakura

Kereopa Te Rangiwhakahaua

Kewa Pine Kirikiri Hori

Kuripapango Hakopa Mahia Ramiha Potaka Maihi Te Raraoterangi Makere Rangitahua Mangere Ratima Mapeka Pirere Maraea Puri

Maraea Tanguru Maraea Te Apatu Maremare Hekiera

Mariana Pine Mata Kato Mata Kohiti

Matenga Hauraki Potaka Matenga Pekapeka Matetahuna Herewini

Matire Te Aro Meihana Taorangi Memeha Ratima Mere Hireti Mere Paku Meri Tawhara

Meri Tawhara Meriana Heni

Meriana Te Kaniwai

Mihi Hekiera Moko Hore

Mokotoaiwa Raurimu

Morehu Heni Nepe Te Apatu Nepe Te Urukahika Ngahuia Maikuku

Ngakaraihi Te Rango Ngakeke Te Patukaikino Ngamako Maikuku

Ngamako Te Rango Ngamotu Te Amokura Ngarongo Rangitahua

Ngawai Maikuku

Noa Te Hianga Noti Ngamako Otene Toatoa Paki Potaka Pakura Haimona

Pango Raumaewa Pani Karauria

Pani Ngotokuku Paora (Pawhara) Matire Papara Te Whaaro Papaterei Ngawini Pape Epiha Potaka

Pape Te Kaokao Paramena Te Naonao Peho Te Urukahika Peti Tumango Pihikete Heni

Pineaha Te Urukahika

Pirihita Pura Pirika Toatoa Pohe Ngahiti Porokoru Kaweka Potaka Taiuru Puau Te Rangipo Puteruha Ngariri Rahira Karaka Raita Tuterangi

Rakapa Ramiha Potaka

Rakera Hunia Rangi Tumango Rangiapoa Waikari Rangipo Mete Kingi Rapana Tanguru Ratana Rangitahua Ratana Whanako Ratima Hakopa

Raumaewa Te Rango

Raupi Tanguru Rawea Mete Kingi Rawiri Hoeroa Rena Maikuku Renata Kawepo Renata Te Muhunga

Paraotene

Renata Tuhomai Potaka

Renata Whairiri Reupena Mete Kingi Ri Te Kaniwhai Rina Te Apatu

Riria Waipu (Te Reretu)

Roihi Hekiera Roka Huke Roka Tukotahi Ropata Rangitahua Rora Te Oi Potaka Ruhia Te Kaharoa

Ruiha Puri

Rungaahi Hakiwai

Ruta Keita

Taiuru Te Rango

Tame Pirika

Taranaki Te Uamairangi

Taraweihana Hireti

Taumaha Arapeta

Tauria Parotene

Tawake Raureti

Te Aomarama Te

Matehaere

Te Aowhata Hekiera

Te Ata Iraia

Te Haku Ramiha Potaka

Te Haukoraki Potaka

Te Keepa Te Whaaro

Te Mamae Pine

Te Matehaere Te Whaaro

Te Momo Te Whaaro

Te Moroati Raurimu

Te Moroati Taiuru

Te Moroati Tanguru

Te Muera Hekiera

Te Ngahoa Te Whaaro

Te Ngohengohe Te

Whaaro

Te Nuia Tanguru

Te Raita Makareni

Te Rangi Hekiera

Te Rangikawhina Hori

Te Rangiwhakahaua

Te Rina Mete Kingi

Te Rina Pine

Te Rira Te Whaaro

Te Waina Taiuru

Te Warihia Te Whatu

Te Whakahihi Paki

Te Wharehere Te Awaroa

Te Whatuiapiti Renata

Te Wiki Te Uamairangi

Te Wirihana Te Whaaro

Teone Kere

Tikoarunui Hunia

Tio Te Uamairangi

Tiopira Ramiha Potaka

Tipene Te Apatu

Toia Ngarangi

Tuihata Raurimu

Tupakihi Potaka

Turuhira Epiha

Tutere Te Urukahika

Urania Pokaia

Utanga Potaka

Utiku Potaka

Waikari Te Rango

Waimatao Hipera

Waipu Te Moata

Warena Hunia

Warihia Rota

Wata Rakaiwerohia

Watarawi Hohaia

Wera Rawinia

Whatu Raumaewa

Wi Te Ota

Wi Te Roikuku

Wi Hakiwai

Wi Tanguru

Wi Teone Paora

Wiari Turoa

Winiata Te Whaaro

Wire Te Hiraka

Wiremu Ngatoa

Wiremu Paraotene

Wirihana Hekiera

Wirihana Hunia

Wirihana Tipene

Ngāti Hauiti

Anaru Te Wanikau

Ani Paki

Ani Ngatoa

Ani Wi Te Hiko

Anikanara Te Weti

Aperahama Te Konga

Aperahama Tipae

Arapata Hakiwai

Arapera Pirere

Arapeta Potaka

Arona Te Raurimu

Atereta Kaingakore

Ema Retimana

Ema Te Rango

Enoka Te Urukahika

Eramiha Potaka

Erena Ngotukuku

Erina Tanga

Erueti Arani

Haimona Te Pipi

Hakopa Te Ahunga

Hakopa Te Hokimutu

Hamuera Te Raikokiritia

Hanapeka Matina

Hanapeka Rangitahua

Harata Hokahoka

Harata Keokeo

Haromi Te Akitai

Hauiti Te Whaaro

Hemi Papakiri

Henare Tehi

Henare Tumango

Heni Hunuhunu

Heperi Papakiri

Hera Pirere

Hera Te Huiarei

Hera Te Wajatua Te

Upokoiri

Herewini Matetahuna

Herewini Tawera

Heta Tanguru

Himona Tikitiu

Hinemanu Tanguru

Hinurewa Maikuku

Hiraka Kere

Hiraka Rameka

Hiraka Te Rango

Hirani Te Hei

Hoana Rakaiwerohia

Hoani Meihana Te

Rangiotu

Hoeta Te Aitu

Hokimai Te Tene

Hone Kaweka

Hone Tumango

Hone Tumango

Hori Hukahuka

Hori Tanguru

Hori Te Kaharoa

Horiana Ritete

Horiana Te Whaaro

Horima Paerau

Ihaia Roru

Ihaia Te Ngira

Ihaka Perahama

Ihaka Te Konga

Ihakara Te Raro

Iharaira Ngatoa

Irimana Ngahoa

Kahungunu Hakopa

Kaporere Ngatoa

Kararaina Te Nawe

Karere Pirere

Karikari Ramiha Potaka

Kawepo Ngarangi

Keremene Pakura

Kereopa Pirere

Kereopa Te

Rangiwhakahaua

Kewa Pine

Kingi Topia

Kiriona Tauwhiti

Kokotahi Pirere

Kuripapango Hakopa

Maata Kato

Maata Takou

Mahia Ramiha Potaka

Maihi Ngapapa

Makere Rangitahua

Mangere Ratima

Mapeka Rameka

Maraea Karaitiana

Maraea Tanguru

Mariana Pine

Mata Kohiti

Mata Nu

Matenga Hauraki Potaka

Matetahuna Herewini

Memeha Ratima

Mere Hireti

Mere Paku

Merehira Te Taipu

Meri Tawhara

Moko Hore

Moroati Taiuru

Ngahuia Maikuku

Ngakaraihe Te Rango

Ngamako Maikuku

Ngamako Te Rango

Ngamotu Te Amokura

Ngarongo Rangitahua

Ngawai Maikuku

Nikorima Te Weherua

Noa Te Hianga

Noti Ngamako

Paki Potaka

Pakura Haimona

Pango Raumaewa

Papara Te Whaaro

Papaterei Ngawini

Pape Epiha Potaka

Paramena Te Naonao

Pene Pirere

Peti Tumango Pirimona Te Urukahika

Potaka Taiuru

Potangaroa Pirere

Puau Te Rangipo

Pureirei (Hurere) Pirere

Raita Tuterangi

Rakapa Ramiha Potaka

Rakera Hunia
Rangi Tumango
Rangiapoa Waikari
Rapana Tanguru
Ratana Rangitahua
Ratana Whanako
Ratima Hakopa
Raumaewa Te Rango

Raupi Tanguru
Rawiri Hoeroa
Rawiri Te Hoeroa
Rena Maikuku
Renata Kawepo

Renata Te Muhunga

Paraotene

Renata Pirere

Renata Tuhomai Potaka Retimana Te Rango Roka Te Hianga Roka Tukotahi Ropata Rangitahua

Rora Potaka Rora Rameka Rora Te Oi Potaka

Rota Tiatia Ruhia Rameka Ruta Pokorua Taiuru Te Rango Tapita Matina

Taraweihana Hireti Tauria Parotene

Tawake Pine (Raureti)
Te Aomarama Te

Matehaere

Te Haku Ramiha Potaka Te Haukoraki Potaka Te Hiraka Ihakara Te Keepa Tanga Te Keepa Te Whaaro Te Mamae Pine

Te Matehaere Te Whaaro Te Matenga Pekapeka Te Momo Te Whaaro Te Moroati Tanguru Te Ngahoa Te Whaaro Te Ngohengohe Te

Whaaro

Te Nuia Tanguru
Te Otene Pirere
Te Otene Toatoa
Te Raita Makareni
Te Rangiwhakahaua
Te Retimana Hawea

Te Rina Mete Te Rina Pine

Te Rira Te Whaaro Te Waka Hakaraia

Te Watarauhi Te Watene Pani

Te Wharehere Te Awaroa

Te Wharekiri Pirere Te Wirihana Te Whaaro Tiopira Ramiha Potaka

Tiopira Ruka Toia Ngarangi Tuihata Arona Tupakihi Potaka

Turiroa (Turere) Pirere

Turuhira Epiha Utanga Potaka Utiku Potaka Waikari Te Rango Waina Taiuru Wakapu Tukiawaha

Warena Hunia
Watarawi Hohaia
Wera Rawinia
Wereta Roru
Whatu Raumaewa

Whatu Raumaewa Whitimatua Pirere

Wi Tanguru Wiari Turoa

Wikitoria Hineirangia
Wikitoria Te Uamairangi
Winiata Te Whaaro
Wire Te Hiraka
Wiremu Ngatoa
Wiremu Paraotene

Wiremu Te Ota Wiremu Wheko Wirihana Hunia Ngāti Tamakopiri

Ani Miria

Ani Paki (Kiritako)

Anita Ema

Aokapitirangi Poaka

Ema Anita

Enoka Henare

Erina Te Autuhi

Erueti Arani

Eruini Akatarewa

Hakopa Te Ahunga

Harata (Areta) Piwhara

Harawira Pikirangi

Harete Wirihana

Haumu Miria

Heeni Te Whakaheke

Henare Akatarewa

Henare Teehi

Heperi Pikirangi

Hepini Te Rohu

Hera Te Huiarei

Heta Kahuri

Heta Tanguru

Hiha Akatarewa

Hikurangi Wiari

Hinehou Tuia

Hinetai Hohepa

Hipirini Topia

Hira Eruini

Hiraka Te Rango

Hirata Ngapake

Hoani Hohepa

Hoani Poriwira

Hoani Te Tauri

Hoani Te Whetu

Hohepa Patumoana

Hohi Matene

Honeri Te Wanikau

Hori Kingi Matene

Hori Patene Makarena

Hori Rawiri

Hori Te Tauri

Hori Wi Maihi

Horima Paerau

Huna Paatahipa

Huriwai? Rihiona (Hurinui)

Imaima Tarete (Pohe)

Irimanuka Wirihana

Kahungunu Hakopa Kahuri Pawhara

Karaitiana Te Rango

Karore Rawiri

Kataraina Pohoiti

Katarina Rearea

Kawana Tarete

Kawekura Ema

Kawepo Ngarangi

Kerei Te Hokowhiti

Kerenapu Te Uwira

Kerira Rora

Kewa Pine

Kingi Ema

Kino Poriwira

Kirihoro Wi Maihi

KIIIIOIO VVI IVIAIII

Kohatu Pikirangi

Kotiro Topine

kui Te Moananui

Kuripapango Hakopa

Maata Rawinia

Makarena Topia

Mamae Tuia

Manataruke Tuke

Mangai Harawira

Mangere Ratima

Maniapoto Ngarau Mare Te Mihiata

Mariana Pine

Mata Kui

Memeha Ratima

Mere Matene

Mereana Huaki

Miriama Henare

Moetatua Makarena

Mohi Poriwira

Mohoaonui Pikirangi

Mokohore Pine

Morehu Tauna

Moroati Taiuru

Mutu Hohepa

Naeroa Te Tauri

Nepia Te Tauri

Ngahuia Hiha

Ngakaraihe Te Rango

Ngaki Pikirangi

Ngamako Paatahipa

Ngamako Te Rango

ngamako re Kango

Ngamotu Te Amokura

Ngaroimata Te Tauri Ngaruroro Ropoama

Ngatoka Kerei

Nancour Dikinan

Ngauru Pikirangi Ngore Poriwira

Nika Waiata

inika vvalata

Nohopapa Te Whataiwi

Nopera Ngore

Noti Ngamako

Paatahipa Matekino

Paikiri Te Mihiata

Pango Raumaewa

Papaterei Ngawini

Parapaata Pikirangi

Patate Hoani

Paurini Paengahuru

Pawhara Hape

1 amilara map

Pehi Turoa

Pehira Kingi

Pene Te Mawae

Pikirangi Wereta

Pikitu Pakau

Pirihita Tawhana

Piriniha Akatarewa

Piwhara Wiremu

Pohe Ngahiiti Paki

Potaka Tajuru

Pou Piwhara

Puau Rangipo

Pukapuka Pikirangi

Puketohe Hohepa

Puteruha Ngariri Paki

Putiputi Tene

Rahere Te Tauri

Raita Tuterangi

Rangiapoa Waikari Rangitowhare Wereta Rapaiorua Hipirini Rapera Waiata Ratima Hakopa Raukawa Ema Raukura Makarena

Raumaewa Te Rango

Rauparaha Neri Raureti Te Kooro Rawinia Wanikau Rawiri Pikirangi Rawiri Poriwira

Renata Te Whataiwi Retimana Te Rango

Ropoama Pohe

Rora Hiha

Rora Waikakati

Rota Tiatia

Ruatekau Anati

Ruingarangi Kirihoro Ruingarangi Makarena

Ruka Koroniria Taiuru Te Rango Takiora Tatua Tame Rawiri

Tarete Pohe

Tawake Pine (Raureti)

Tawhana Pirihita Tawhirau Maniapoto Te Aomarama Te

Matehaere

Te Aoterangi Mare

Te Ata Ngarau

Te Awaawa Te Taenui

Te Haupaimarire
Te Hina Te Moana

Te Hokaoterangi Tauna

Te Iho Wiari

Te Kanehetangata Wereta

Te Kuru Hoani Te Maari Taiuru Te Mamae Pine Te Manawa Hoani Te Mateparae Piwhara

Te Meihana Rihiona

Te Moana Papaku

Te Moana Te Tauri

Te Ngu Kingi

Te Onewa Poriwira

Te Oti Pohe Te Otimi Neri Te Puhi Wi Maihi Te Pura Makirika

Te Rangihiroa Te Moana Te Rangihopuata Topine

Te Rina Pine

Te Rirerire Wereta

Te Tawhena Te Kapeiti

Te Tiwha Makarena

Te Uru Hipirini

Te Waewae Ropoama

Te Whakahihi Paki

Te Whataiwi Neri

Te Whenuaroa Rawiri

Te Whetu Ngarau

Te Whewhe Ngarape

TeAotangata Wirihana

Tekoteko Hohepa Terehina Hinetapu

Tiemi Houra

Tini Matene

Tira Hoani

Tiraahurangi Wereta

Toia Ngarangi

Topia Mohoaonui

Topia Turoa

Topine Te Whetu

Tuia Pikitu

Tumeke Wereta

Tutunui Rora

Utamate Te Wharepapa

Waata Te Puhaki Waiata Te Kooro Waikari Te Rango

Waina Taiuru

Wera Rawinia

Wereta Rawiri (Pikirangi)

Wereta Te Tauri

Werowhero Piwhara

Whakatihi Rora

Wharawhara Rora

Whatu Raumaewa

Whioi Ema

Wi Kohika Mohoaonui

Wi Pikitu

Wiari Topia Turoa Winiata Te Puhaki

Wire Te Hiraka Wiremu Te Ngairoa

(Naeroa)

Wiripo Makarena

Wiripo Te Kooro

Ngāti Whitikaupeka

Aarona Te Raurimu

Airini Tonore

Amopo Te Mina

Anaru Ratima

Anaru Te Wanikau

Ani Kanara Ani Kiritako

Ani Renata

Apirana Te Uruorangi

Arapeta Renata

Arona Raurimu

Atareta Kaingakore

Atareta Te koro

Erena Karauria

Erena Ngotokuku

Erena Te Oti

Erueti Arani

Hakopa Te Ahunga

Hana Hinemanu

Hanita Te Maero

Harata Hokahoka

Harata Te Paemahoe

Hauiti Te Whaaro

Henare Teehi

Henare Tomoana

Heni Mokokino

Heni Nuku

Heperi Pikirangi

Hera Pine (Huiarei)

Hera Te Upokoiri

Hera Waiatua

Heta Hakiwai

Heta Tanguru Hinemanu Tanguru

Hinetai Hohepa

Hiraani Te Ua

Hiraka Kerei

Hiraka Rameka

Hiraka Te Rango

Hirani Arapeta

Hirani Karauria

Hirani Te Hei

Hoana Pakapaka

Hoani Hakiwai

Hoani Hohepa Hoeroa Tiopira

Hoeta Te Aitu

Hohepa Patumoana

Hohepa Te Umurangi

Honore Hohepa

Hori Hukahuka

Hori Tanguru

Hori Taorangi

Horiana Nikora

Horiana Taituha

Horiana Te Whaaro

Horiana Te Wharepu

Horima Paerau

Huriwai Raurimu

Ihaia Karauria

Ihaia Roru

Ihaia Te Ngira

Ihaka Te Konga

Ihaka Te Tene Ihakara Te Raro

Ihimaira Karaka

Irimana Ngahou

Ka Nuku

Kaa Pikingau

Kanara Te Ua

Karaitiana Te Rango

Karena Te Ruataniwha

Kawana Tarete

Kawepo Ngarangi

Keita Ruta

Kerei Pohiahia Kerei Renata

Kewa Pine

Kingi Topia

Kiriona Tauwhitu

Kotuku Hohepa

Kuku Te Koringa

Maata Kato

Maata Kohiti

Manahi Pukeroa

Mangere Ratima

Mapeka Rameka

Maraea Aorangi Maraea Apatu

Maraea Puri

Maraea Tanguru

Mariana Pine

Matenga Pekapeka

Matetahuna Tiopira

Matire Renata

Meihana Te Weherua

Memeha Ratima

Merania Hiraka

Mere Paku

Mere Raurimu

Merehira Hori (TeTaipu)

Merenia Te Kanewhai

Meretini Mohi

Meri Tawhara

Moko Pine

Moroati Taiuru Mutu Hohepa

Nepe Apatu

Ngakaraihi Retimana

Ngakeke Renata

Ngaki Pikirangi

Ngamotu Pine

Ngapohi Pohiahia

Ngariri Paki

Ngaruroro Ropoama

Ngauru Pikirangi

Ngawaiata Kahungunu

Nikora Tawehi

Nikorima Weherua

Noa Huke

Noti Ngamako

Otene Toatoa

Otira Hoani

Paerau Hakopa

Paiaterangi Hiraka

Pane Te Uruorangi

Pango Pukutohe

Pango Raemaewa Pani Karauria

Paora Kaiwhata

Paora Tarete

Papara Te Whaaro Papaterei Pine Pape Te Kaokao

Paramena Te Naonao

Patate Hoani Perepetua Te Ua Pineaha Mokihi Pipi Karena Pirihira Rameka Pirihita Pura Pirika Toatoa Pokaitara Ratima

Porokoru Tiakipou Potaka Hoani

Puau Pine

Puketapu Renata Puteruha Paki Rahera Karaka Raiha Keokeo Raita Makareni Raita Tuterangi

Rangiapuhia Waikari Raniera Te Ahiko Raniera Te Waha Rapana Tanguru

Ratana Whanako

Rakira Hunia

Ratima Hohepa

Raumaewa Retimana

Raupi Tanguru Rawinia Honore Rawinia Raki Rawiri Pikirangi Reihana Te Ua Renata Whairiri Rerekau Hori

Retimana Te Rango

Ri Te Kanewhai

Ria Mohi Rina Apatu Riria Waipu Ritete Pahuri

Roka Huke

Roka Tukotahi Ropoama Pohe Rora Rameka

Rora Te Oiroa Rora Waikakati

Rota Tiatia

Ruiha Rameka Rungaahi Hakiwai Taimona Te Arai

Tajuru Retimana Takiora Hohepa

Tamakorako Nikora

Tarete Pohe

Taumaha Arapeta Tauria Paraotene Tawake Pine

Te Ahunga Hakopa Te Aomarama Pine Te Atatu Karauria

Te Awaawa Te Hira Raniera Te Hori Mohi

Te Keepa Te Whaaro

Te Kopu Hoani Te Kuru Hoani Te Mamae Pine Te Manawa Hoani

Te Matehaere Te Whaaro

Te Momo Te Whaaro Te Moroati Tanguru Te Ngahoa Te Whaaro

Te Ngohengohe Te

Whaaro

Te Nuia Tanguru

Te Oti Pohe

Te Rauikooti Hori Te Rina Metekingi

Te Rina Pine

Te Rira Te Whaaro

Te Rohutu Mohi

Te Taite

Te Teira Tiakitai Te Waiwera Hori

Te Whakawai Te Whaaro

Te Whareherehere Te

Awaroa

Te Wirihana Te Whaaro

Temuera Te Rangitaumaha

Teone Kere Tipene Apatu Toia Ngarangi Tuihata Raurimu

Tukino Te Ahunga Turanga Karauria

Turitakoto Tanguru

Urania Renata Urupene Puhara Utiku Potaka

Wahinekino Ropoama

Waina Taiuru Waipu Te Moata Wakapu Tukiawaho Wakari Karaitana Warena Hunia Warihia Te Whatu Wata Rakaiwerohia

Watarauhi Hohaia Wera Rawinia

Wereta Roru Whakahihi Paki Whatu Raemaewa

Whatuiapiti Renata

Wi Hakiwai Wi Paraotene

Wi Te Rangituroa Wi Te Roikuku

Wi Wheko

Wiari Turoa Wikitoria Te Ua

Winiata Te Whaaro

Wiri Hiraka

Wirihana Hunia

AGREEMENT IN PRINCIPLE

Mandate and Terms of Negotiation

- 1.26 The claimant community of Mōkai Pātea Nui Tonu (Mōkai Pātea), the confederation of Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Tamakōpiri, and Ngāti Whitikaupeka, gave the Mōkai Pātea Waitangi Claims Trust (the Claims Trust) a mandate to negotiate a deed of settlement settling the historical claims of Mōkai Pātea with the Crown following a series of mandating hui in July 2019.
- 1.27 The Crown recognised this mandate on 16 March 2021.
- 1.28 The Claims Trust and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 20 September 2021.

Nature and Scope of Deed of Settlement Agreed

- 1.29 The Claims Trust and the Crown have agreed, in principle, the nature and scope of the deed of settlement.
- 1.30 This agreement in principle records that agreement and concludes substantive negotiations of the redress contemplated in this agreement in principle.

Approval and Signing of this Agreement in Principle

- 1.31 The Claims Trust has -
 - 1.31.1 approved this agreement in principle; and
 - 1.31.2 authorised the mandated negotiators to sign it on their behalf.

2. WHAKATAU MĀTAHI: AGREEMENT IN PRINCIPLE

- 2.1 Mōkai Pātea and the Crown agree -
 - 2.1.1 that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle; and
 - 2.1.2 to work together in good faith to develop, as soon as reasonably practicable, a deed of settlement based on this agreement in principle. In particular, the parties will work together to resolve any matters in relation to clause 3.5 of this agreement in principle, and agree or determine (where applicable) those matters under clauses 3.11 and 12.2; and
 - 2.1.3 the deed of settlement is to be signed by or on behalf of Mōkai Pātea, the governance entity, and the Crown.

3. TE WHAKATAUNGA TIRITI: SETTLEMENT

Settlement of Historical Claims

- 3.1 The deed of settlement is to provide that, on and from the settlement date,
 - 3.1.1 the historical claims of Mōkai Pātea up to 21 September 1992 are settled; and
 - 3.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 3.1.3 the settlement is final.
- 3.2 The definitions of the historical claims, and of Mōkai Pātea, are to be based on the definitions of those terms in schedule 1.

Terms of Settlement

- 3.3 The terms of the settlement provided in the deed of settlement are to be:
 - 3.3.1 those in schedule 2; and
 - 3.3.2 any additional terms agreed by the parties.

Redress

- 3.4 The deed of settlement is to provide for redress in accordance with this agreement in principle.
- 3.5 However, the deed of settlement will include
 - 3.5.1 redress contemplated by this agreement in principle only if any overlapping interests issues in relation to that redress have been addressed to the satisfaction of the Crown; and
 - a property that this agreement in principle specifies as a potential cultural redress property, or a potential deferred selection property, subject to final written confirmation from the Crown that each of those properties is available. If any such potential property is not available, the Crown is under no obligation to substitute that property with another property.
- 3.6 If the Crown is unable to confirm any redress contemplated by this agreement in principle due to overlapping interests, the parties may discuss alternative redress so that the nature of the redress contemplated by this agreement in principle is maintained, so far as that is possible, in the deed of settlement.
- 3.7 If any new redress is offered by the Crown in accordance with clause 3.6, Mōkai Pātea acknowledge that clause 3.5 applies to that redress.

Crown Commitment to Explore Redress

- 3.8 The exploratory discussions between the Crown and Mōkai Pātea as listed in clause 3.9 may not result in any agreed redress. The Crown is under no obligation to provide redress as an outcome of the exploratory discussions between the Crown and Mōkai Pātea.
- 3.9 The exploratory discussions include:
 - 3.9.1 avenues for securing reasonable access to landlocked lands in the area of interest as discussed further in Part 9; and
 - 3.9.2 relationship redress with the Ministry of Education, Tertiary Education Commission, and the Ministry of Business, Innovation & Employment on a without prejudice basis.
- 3.10 Any redress agreed between Mōkai Pātea and the Crown will be recorded in the deed of settlement (and settlement legislation where appropriate).

Transfer or Vesting of Settlement Properties

- 3.11 The settlement documentation is to provide that the vesting or transfer of:
 - 3.11.1 a redress property or a purchased deferred selection property will be subject to
 - (a) any further identification and/or survey required; and
 - (b) Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise); and
 - (c) sections 10 and 11 of the Crown Minerals Act 1991; and
 - (d) any relevant provisions included in the settlement documentation.
 - 3.11.2 a redress property will be subject to any encumbrance or right in relation to that property that the settlement documentation either
 - (a) describes as existing at the date of the deed of settlement; or
 - (b) requires to be created on or before the settlement date; and
 - 3.11.3 a purchased deferred selection property will be subject to any encumbrance or right, or obligation in relation to that property that is either:
 - (a) described in the disclosure information provided for that deferred selection property (and not varied during the pre-purchase period); or
 - (b) entered into by the Crown during the pre-purchase period; or



4. RĀRANGI HĪTORI ME NGĀ WHAKAPĀHA: HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY

- 4.1 The deed of settlement is to include -
 - 4.1.1 an agreed account of the historical relationship between Mōkai Pātea and the Crown to be developed by the parties based on the proposed historical account headings set out in clause 4.2;
 - 4.1.2 the Crown's acknowledgement of its acts and omissions which have breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles or caused prejudice to Mōkai Pātea; and
 - 4.1.3 a Crown apology for those breaches of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Mökai Pātea Proposed Historical Account Headings

- 4.2 The deed of settlement will include an agreed historical account based on the following headings:
 - 4.2.1 The Rohe and Iwi of Mōkai Pātea Nui Tonu;
 - 4.2.2 Political Engagement (including te Tiriti o Waitangi/the Treaty of Waitangi);
 - 4.2.3 The Native Land Court:
 - 4.2.4 Awarua and Motukawa;
 - 4.2.5 Mangaohāne and the Loss of Pokopoko, Pouwhakarua;
 - 4.2.6 Crown Purchasing;
 - 4.2.7 Native Townships;
 - 4.2.8 Gifting of the Öwhāoko Lands for Soldier Settlement;
 - 4.2.9 Twentieth Century Lands Administration and Alienation (including title fragmentation, rates, liens);
 - 4.2.10 Public Works Takings (include for defence purposes);
 - 4.2.11 Military Service/Contribution to the Nation;
 - 4.2.12 Landlocked Lands;
 - 4.2.13 Environmental Issues;

- 4.2.14 Social Services, Education and Te Reo Māori; and
- 4.2.15 Economic Development.

Provisional Crown Acknowledgements

4.3 The provisional Crown acknowledgements made to Mōkai Pātea are set out below and will be further developed for inclusion in the deed of settlement.

Winiata Te Whaaro and the Destruction of Pokopoko

- 4.3.1 The Crown acknowledges that:
 - (a) from the time the Crown authorised a survey of Mangaohāne in 1880 to the 1897 eviction of Ngāti Paki and Ngāti Hinemanu tupuna Winiata Te Whaaro and his whānau from tribal land at Pokopoko where they had operated a sheep station since the late 1870s, his experience at Mangaohāne reflected a profound failure of the native land laws;
 - (b) in 1890 the Crown was made aware that the Native Land Court Judge and the Assessor who had made the 1885 decision to exclude Te Whaaro from the title for Mangaohāne considered they had since heard evidence which made them think that their decision to do so was unsafe;
 - (c) in 1894 the Chief Judge of the Native Land Court determined that Te Whaaro had interests in Mangaohāne where he and his whānau operated their sheep station, and included him in the title to this block;
 - (d) in 1895 the Supreme Court and the Court of Appeal disallowed the Chief Judge's decision for procedural and jurisdictional reasons only, and the Crown continued to be aware that the original decision to exclude Te Whaaro from the title may have been unsafe;
 - (e) despite this, the Crown did not promote legislation which could have provided for Te Whaaro to establish his legal rights at Mangaohāne even though it had done so for settlers who were unable to secure legal titles for land they had purchased from Māori, including a purchaser of substantial interests in Mangaohāne, when it enacted the Validation Court Act 1893;
 - (f) the settler whose purchase of interests in Mangaohāne was validated under the Validation Court Act 1893 secured legal ownership of Pokopoko and in 1897 obtained a Court order for the eviction of Te Whaaro;
 - (g) this led to ruinous consequences for Te Whaaro and his whānau, including the destruction of their kāinga, the loss of customary resources and urupā, and the imprisonment of Te Whaaro. Their eviction, displacement, and dispersal from Pokopoko led to a deep sense of loss among their descendants who could not live again upon the whenua they had called home; and

(h) the Crown's continuing failure from 1890 to 1897 to promote legislation that could have allowed Te Whaaro and his whānau to be included in the legal title for Mangaohāne, and which may have saved them from eviction, breached its duties under te Tiriti o Waitangi/the Treaty of Waitangi and its principles to actively protect their interests and treat them equitably. This has left many of Te Whaaro's descendants with an intergenerational sense of betrayal by the Crown.

Landlocked Land

- 4.3.2 The Crown acknowledges that:
 - (a) from 1912, legal requirements to obtain consent to access landlocked lands treated non-Māori lands and Māori lands unequally;
 - (b) from 1922, those consenting requirements were largely removed, except where the land had ceased to be Māori land prior to 1913. The exemption had particular impact on the iwi of Mōkai Pātea who until 1975 had no effective legal remedy available to improve access difficulties to most of the land they retained unless the consent of their neighbours was secured; and
 - (c) the effect of these requirements was that, between 1912 and 1975, the iwi of Mōkai Pātea suffered inequality of treatment and indirect discrimination and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Public Works (Waiouru Military Training Area)

- 4.3.3 The Crown acknowledges that between 1949 and 1973 it took 37,113 acres of Māori land from the iwi of Mōkai Pātea for the Waiōuru Military Training Area and to replace land that it had lost from the defence training grounds in the 1960s following the construction of the Eastern Diversion of the Tongariro Power Development hydro-electricity scheme. The Crown, in breach of te Tiriti o Waitangi/Treaty of Waitangi and its principles, failed to consult with or adequately notify all of the Māori owners of the Ōruamatua Kaimanawa 2C2, 2C3, 2C4 and Ōruamatua Kaimanawa 4 blocks before these lands were compulsorily taken under the Public Works Act 1928.
- 4.3.4 The Crown further acknowledges that its decision to take all of Ōruamatua Kaimanawa 4 from Ngāti Tamakōpiri without first adequately assessing how much land was in fact required for military training purposes meant that it took more of the block than was reasonably necessary. This was a failure to actively protect the interests of Mōkai Pātea Nui Tonu, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 4.3.5 The Crown acknowledges that it failed to consult with or actively protect the interests of the Ngāti Whitikaupeka owners of Ōruamatua Kaimanawa 1V and Ōruamatua Kaimanawa 1U blocks when it negotiated a land exchange with private interests in 1990. This failure exacerbated access issues to the blocks and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.3.6 The Crown acknowledges that it imposed a unique sacrifice on the iwi of Mōkai Pātea by compulsorily acquiring such an extensive area of their land for the purposes of defence and that these lands have been critical to the nation's security. Many Mōkai Pātea peoples have served, and continue to serve, in the New Zealand armed forces or work in civilian roles at the Waiouru Military Camp. The Crown acknowledges and honours the iwi of Mōkai Pātea for these contributions.

Landlessness

4.3.7 The Crown acknowledges that:

- (a) its extensive purchasing in their rohe in which it misused its monopoly powers in the last years of the nineteenth century meant that by 1900 Ngāi Te Ohuake were left with only 40 per cent of their land and had lost much of their arable holdings along the Rangitīkei River east of Moawhango that supported local pā and kāinga. Today, nearly three-quarters of their remaining holdings are landlocked, which has left the iwi with less than 5 per cent of accessible land from their original holdings in terms of accessible land, Ngāi Te Ohuake are virtually landless:
- (b) its concentration of land purchases in the Ngāti Hauiti rohe in the nineteenth century meant that by 1900 the iwi had insufficient land holdings and by 1960 were virtually landless. Today, they retain only 3 per cent of their customary land Ngāti Hauiti are virtually landless;
- (c) between 1949 and 1973, the Crown took 60 per cent of the Māori land remaining in the Ngāti Tamakōpiri rohe to extend the Waiouru Military Training Area. Following further Crown acquisitions in the 1970s, the iwi were left with only 1 per cent arable, accessible land in terms of accessible and arable holdings, therefore, Ngāti Tamakōpiri are virtually landless;
- (d) by the 1920s, half of the Ngāti Whitikaupeka rohe had left Māori ownership through a combination of Crown and private purchasing. Of their remaining customary land, almost half is landlocked and often infested with invasive introduced plants and rabbits. Most accessible land parcels are located in high-altitude, mountainous country unsuited to many types of productive use, and only 3 per cent is arable in terms of arable holdings, Ngāti Whitikaupeka are virtually landless;
- (e) consequently, Mōkai Pātea Māori were not able to participate in, or reap the benefits of, the opportunities of regional economic transformation; and
- (f) the cumulative effects of the Crown's actions and omissions left each of the iwi of Mōkai Pātea without suitable or sufficient land for their present and future needs, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Te Reo Māori

4.3.8 The Crown acknowledges that:

- (a) the children of Mōkai Pātea iwi suffered by being punished for speaking te reo Māori in Crown-established schools, and that, despite there being no official policy banning the use of te reo Māori in schools, the Crown did not take adequate steps to prevent this practice; and
- (b) this was part of the Crown's failure to actively protect te reo Māori and encourage or promote its use which was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles, and has had longstanding and ongoing detrimental effects on the acquisition and use of te reo Māori, and on the tikanga and mātauranga of Māori, including the iwi of Mōkai Pātea.

5. NGĀ WHAKATIKA AHUREA: CULTURAL REDRESS

General

- 5.1 All items of cultural redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
 - 5.1.1 the Crown confirming that any residual overlapping interest issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and
 - 5.1.2 any other conditions specified in the cultural redress tables provided below and set out in clauses 3.5, 3.10 and 12.2 of this agreement in principle; and
 - 5.1.3 Mōkai Pātea notifying the Crown that it agrees to receive the cultural redress following its process of due diligence.

Potential Cultural Redress Properties

- 5.2 The deed of settlement is to provide that the settlement legislation will vest in the governance entity those of the properties described in Table 1 below as potential cultural redress properties that the parties agree are to be cultural redress properties.
- 5.3 If the parties agree a potential cultural redress property is to be vested as a cultural redress property, it will be vested in the governance entity on the basis provided in Table 1 below.

Table 1 – Potential Cultural Redress Properties

Name of Area	General Description/Location*	Conditions of Vesting / Specific Conditions Currently Known	Landholding Agency
Erewhon Conservation Area	Wellington Land District – Rangitikei District 0.58 hectares, approximately, being Section 26 Block VII Ohinewairua Survey District. Refer to Map 1 in Attachment 2.	Vest in fee simple	Department of Conservation
Part Makino Scenic Reserve	Wellington Land District – Rangitikei District Up to 4 hectares, approximately, being Part Section 13 Block I Ruahine Survey District. Refer to Map 2 in Attachment 2.	Vest in fee simple	Department of Conservation

Name of Area	General Description/Location*	Conditions of Vesting / Specific Conditions Currently Known	Landholding Agency
Matuku Ridge Pa Conservation Area Wellington Land District – Rangitikei District 2.0234 hectares, more or less, being Section 7A Block XVI Ohinewairua Survey District.		Vest in fee simple	Department of Conservation
Part Mokai Conservation Area (Part Section 1A Block 1 Ruahine SD, Section 1 SO 25810) Refer to Map 3 in Attachment 2. Wellington Land District — Rangitikei District 0.46 hectares, approximately, being Part Section 1A Block I Ruahine Survey District. 0.1494 hectares, more or less, being Section 1. SO 25810. Refer to Map 4 in Attachment 2.		Vest in fee simple	Department of Conservation
Te Waiamaru Stock Reserve	Hawke's Bay Land District – Rangitikei District 0.3 hectares, approximately, being Part Section 3 Block XI Kuripapango Survey District. Refer to Map 5 in Attachment 2.	Vest in fee simple	Department of Conservation
11803 – Wellington Land District – Rangitikei District Mōkai Road, Owhanga 0.2959 hectares, more or less, being Section 22 Block I Ruahine Survey District. Refer to Map 6 in Attachment 2.		Vest in fee simple	Land Information New Zealand
19200 – Section 6 Blk XIV Pukeokahu SD Wellington Land District – Rangitikei District 0.13 hectares, approximately, being Section 6 Block XIV Pukeokahu Survey District. Refer to Map 7 in Attachment 2.		Vest in fee simple	Land Information New Zealand
L/B PF1526 north side SH1 east of railway, near Hunterville, Vinegar Hill Wellington Land District — Rangitikei District 4.6336 hectares, more or less, being Sections 38 and 62 Survey Office Plan 38361. Refer to Map 8 in Attachment 2.		Vest in fee simple	Land Information New Zealand (Treaty Settlements Landbank)

Name of Area	General Description/Location*	Conditions of Vesting / Specific Conditions Currently Known	Landholding Agency
L/B PF1550 13 Silverhope Bush Road, Hunterville	Wellington Land District – Rangitikei District 9.3915 hectares, more or less, being Sections 56, 57, 71, 72, 73, 74 and 78 SO 346440. Refer to Map 9 in Attachment 2.	Vest in fee simple	Land Information New Zealand (Treaty Settlements Landbank)
Part Awarua Conservation Area	Wellington Land District – Rangitikei District 16.5 hectares, approximately, being Part Awarua 4B Block. Refer to Map 10 in Attachment 2.	Subject to scenic reserve status, with Mōkai Pātea as the administering body	Department of Conservation
Conservation Area (located off Otara Road, Ohingaiti - Rangitikei)	Wellington Land District – Rangitikei District 0.95 hectares, approximately, being Part Closed Road SO 23885. Refer to Map 11 in Attachment 2.	Subject to recreation reserve status, with Mōkai Pātea as the administering body	Department of Conservation
Part Conservation Area Awarua (Section 1 SO 36645, Part Section 1 SO10235)	Wellington Land District – Rangitikei District 26.5 hectares, more or less, being Section 1 SO 36645. Hawkes Bay Land District – Rangitikei District 838.72 hectares approximately, being Part Section 1 SO 10235. Refer to Map 12 in Attachment 2.	Subject to scenic reserve status, with Mōkai Pātea as the administering body	Department of Conservation
Part Kaimanawa Forest Park	Wellington Land District – Rangitikei District 26.5069 hectares, more or less, being Owhaoko B1A. 165.92 hectares, approximately, being Owhaoko BWest.	Subject to scenic reserve status, with Mōkai Pātea as the administering body	Department of Conservation
	Refer to Map 13 in Attachment 2.		

Name of Area	General Description/Location*	Conditions of Vesting / Specific Conditions Currently Known	Landholding Agency
Part Kaweka Forest Park (Part Owhaoko C, Part Section 1 SO 9588)	Wellington Land District – Rangitikei District 359.8 hectares, approximately, being Part Owhaoko C. Hawkes Bay Land District – Rangitikei District 32.32 hectares, approximately, being Parts Section 1 SO 9588. Refer to Map 14 in Attachment 2.	Subject to scenic reserve status, with Mōkai Pātea as the administering body	Department of Conservation
Part Kaweka Forest Park (Parts Owhaoko D2)	Wellington Land District – Rangitikei District 518.45 hectares, approximately, being Parts Owhaoko D2. Refer to Map 15 in Attachment 2.	Subject to scenic reserve status, with Mōkai Pātea as the administering body	Department of Conservation
Part Kaweka Forest Park (Owhaoko D4A and D8A)	Wellington Land District – Rangitikei District 37.4334 hectares, more or less, being Owhaoko D4A. 132.1299 hectares, more or less, being Owhaoko D8A. Refer to Map 16 in Attachment 2.	Subject to scenic reserve status, with Mōkai Pātea as the administering body	Department of Conservation
Conservation Area (Part Section 1A Section 1A Block Rushine Survey District reserv with M as the		administering	Department of Conservation
Part Makino Scenic Reserve	Wellington Land District – Rangitikei District 27 hectares, approximately, being Part Section 13 Block 1 Ruahine Survey District. Refer to Map 2 in Attachment 2.	Subject to scenic reserve status, with Mōkai Pātea as the administering body	Department of Conservation

Name of Area	General Description/Location*	Conditions of Vesting / Specific Conditions Currently Known	Landholding Agency
Part Omatane Scenic Reserve	Wellington Land District – Rangitikei District 3.26 hectares, approximately, being Parts Section 2 Block IV Hautapu Survey District. 7.93 hectares, approximately, being, Sections 47 and 48 Block IV Hautapu Survey District. 0.8638 hectares, more or less, being Section 50 Block IV Hautapu Survey District. Refer to Map 18 in Attachment 2.	Subject to scenic reserve status, with Mōkai Pātea as the administering body	Department of Conservation
Part Ruahine Forest Park (Awarua 1A3A, Part Awarua 1A1)	Wellington Land District – Rangitikei District 47.7529 hectares, more or less, being Awarua 1A3A. 56.71 hectares, approximately, being Part Awarua 1A1. Refer to Map 19 in Attachment 2.	Subject to scenic reserve status, with Mōkai Pātea as the administering body	Department of Conservation

^{*} The legal descriptions of the properties in this table and any associated maps are indicative only and subject to confirmation by the Crown

Kawhatau Outdoor Education Centre

- 5.4 The Crown acknowledges:
 - 5.4.1 the historical and cultural significance of the Kawhatau Outdoor Education Centre site to Mōkai Pātea; and
 - 5.4.2 Mōkai Pātea aspirations for cultural redress over the Kawhatau Outdoor Education Centre.

Overlay Classification

- 5.5 The deed of settlement is to provide for the settlement legislation to:
 - 5.5.1 declare the area described in Table 2 below as subject to an overlay classification; and

- 5.5.2 provide the Crown's acknowledgement of a statement of Mōkai Pātea values in relation to the area; and
- 5.5.3 require the New Zealand Conservation Authority, and relevant conservation boards
 - (a) when considering a conservation document, in relation to the area, to have particular regard to
 - (i) the statement of Mōkai Pātea values; and
 - (ii) the protection principles agreed by the parties; and
 - (b) before approving a conservation document, in relation to the area to
 - (i) consult with the governance entity; and
 - (ii) have particular regard to its views as to the effect of the document on Mōkai Pātea values and the protection principles; and
- 5.5.4 require the Director-General of Conservation to take action in relation to the protection principles; and
- 5.5.5 enable the making of regulations by the Governor General on the recommendation of the Minister of Conservation and bylaws made by the Minister of Conservation in relation to the area.

Table 2 - Overlay Classification

Overlay Area to which the Overlay Classification is to Apply	General Description/Location*
Part Kaweka Forest Park (excluding any area to vest), including part Kāweka Forest Conservation Area to be consolidated with the forest park.	Refer to Map 20 in Attachment 2.

^{*} The legal descriptions of the properties in this table and any associated maps are indicative only and subject to confirmation by the Crown

Statutory Acknowledgement

- 5.6 The deed of settlement is to provide for the settlement legislation to
 - 5.6.1 provide the Crown's acknowledgement of the statements by Mōkai Pātea of their particular cultural, spiritual, historical, and traditional association with each of the areas described in Table 3 below as statutory areas to the extent that those areas are owned by the Crown; and
 - 5.6.2 require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and

- 5.6.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area; and
- 5.6.4 require relevant consent authorities to forward to the governance entity a copy of a resource consent application notice under section 145(10) of the Resource Management Act 1991; and
- 5.6.5 enable the governance entity, and any member of Mōkai Pātea, to cite the statutory acknowledgement as evidence of the settling group's association with a statutory area.

Table 3 - Statutory Acknowledgements

General Description/Location		
Refer to Map 21 in Attachment 2.		
Refer to Map 22 in Attachment 2.		
Refer to Map 23 in Attachment 2.		
Refer to Map 24 in Attachment 2.		
tau River (5 sites)		
Refer to Map 25 in Attachment 2.		
Stream (Porewa Stream) (3 sites)		
Refer to Map 26 in Attachment 2.		
Public conservation land adjacent to the Oroua River and catchment including the Kiwitea Stream (9 sites)		
Refer to Map 27 in Attachment 2.		

Statutory Areas to which the Statutory Acknowledgement is to Apply	General Description/Location
Marginal Strip – Oroua River	
Marginal Strip – Ruae Stream	
Umutoi Conservation Area	
Public conservation land adjacent to the Hautap	ou River (8 sites)
Hautapu River Conservation Area	Refer to Map 28 in Attachment 2.
Hautapu River Soil Conservation Reserve	
Part Ngaurukehu Scientific Reserve	
Part Paengaroa Scenic Reserve	
Taihape Gravel Reserve	
Part Tokaanu Conservation Area (Utiku)	
Turangarere Scenic Reserve	
Utiku Scenic Reserve	
Public conservation land adjacent to the Pouran	ngaki River (1 site)
Part Kawhatau Scenic Reserve	Refer to Map 29 in Attachment 2.
Rivers/Streams within the area of interest	
Hautapu River and its tributaries	Refer to Map 30 in Attachment 2.
Ikawetea Stream and its tributaries	
Kawhātau River and its tributaries	
Kiwitea Stream and its tributaries	
Moawhango-rahi (Moawhango River) and its tributaries	
Ngaruroro River and its tributaries	
Oroua River and its tributaries	
Pourangaki River and its tributaries	
Pourewa Stream (Porewa Stream) and its tributaries	
Rangitīkei River and its tributaries	
Tāruarau River (Taruarau River) and its tributaries	
Waituna Stream and its tributaries	
Waitutaki Stream and its tributaries	
Otamateanui Stream and its tributaries	
Momona Tūī (Moawhango West) River and its tributaries	
Waitangi Stream and its tributaries	
Mangaio Stream and its tributaries	
Mamoenui Stream and its tributaries	

Statutory Areas to which the Statutory Acknowledgement is to Apply	General Description/Location
Waiouru Stream and its tributaries	
Oarenga Awa (Aorangi Stream) and its tributaries	
Manutahi Stream and its tributaries	
New Zealand Defence Force-owned lands in the interest)	Waiouru Military Training Area (within the area of
Ngā Mātia Repo	Refer to Map 31 in Attachment 2.
Oarenga Repo	
Te Rei (including Bush, Orongotama, Poutawa)	
Auahitotara	
Te Hiwi a Tamakōpiri	
Waiū Pā and Te Pou a Hauiti	
Mamoenui Ngāhere (which includes Mamoenui Houpuni)	
Ngā Umu Kākāpō	

Deeds of Recognition

- 5.7 The deed of settlement is to require that the Crown provide the governance entity with the deeds of recognition in relation to the statutory areas referred to in Table 4, Table 5 and Table 6 below to the extent that those areas are owned and managed by the Crown.
- 5.8 A deed of recognition will require the Minister of Conservation and the Director-General of Conservation, the Commissioner of Crown Lands, and the Chief of Defence Force, as the case may be, when undertaking certain activities within a statutory area, to
 - 5.8.1 consult the governance entity; and
 - 5.8.2 have regard to its views concerning Mōkai Pātea's association with the statutory area as described in a statement of association.

Table 4 – Deed of Recognition, issued by the Minister of Conservation and the Director-General of Conservation

Statutory Areas to which the Deed of Recognition is to Apply	General Description/Location	
Public conservation land adjacent to Pourewa Stream (Porewa Stream) (2 sites)		
Part Silverhope Scenic Reserve	Refer to Map 26 in Attachment 2.	
Part Simpson Scenic Reserve		
Public conservation land adjacent Hautapu River (1 site)		
Part Ngaurukehu Scientific Reserve	Refer to Map 28 in Attachment 2.	

Table 5 – Deed of Recognition, issued by the Commissioner of Crown Lands

Statutory Areas to which the Deed of Recognition is to Apply	General Description/Location
Hautapu River and its tributaries	Parts outside the Waiouru Military Training Area
Ikawetea Stream and its tributaries	B. C. J. M. 2021 AW J. 10
Kawhātau River and its tributaries	Refer to Map 32 in Attachment 2.
Kiwitea Stream and its tributaries	
Moawhango-rahi (Moawhango River) and its tributaries	
Ngaruroro River and its tributaries	
Oarenga Awa (Aorangi Stream) and its tributaries	
Oroua River and its tributaries	
Pourangaki River and its tributaries	
Pourewa Stream (Porewa Stream) and its tributaries	
Rangitīkei River and its tributaries	
Tāruarau River (Taruarau River) and its tributaries	
Waituna Stream and its tributaries	
Waitutaki Stream and its tributaries	

Table 6 – Deed of Recognition, issued by the Chief of Defence Force

Statutory Areas to which the Deed of Recognition is to Apply	General Description/Location
Hautapu River and its tributaries	Parts within the Waiouru Military Training Area
Otamateanui stream and its tributaries	
Momona Tūī (Moawhango West) River and its tributaries	Refer to Map 31 in Attachment 2.
Waitangi Stream and its tributaries	
Mangaio Stream and its tributaries	
Mamoenui Stream and its tributaries	
Moawhango-rahi (Moawhango River) and its tributaries	
Waiouru Stream and its tributaries	
Oarenga Awa (Aorangi Stream) and its tributaries	
Manutahi Stream and its tributaries	
Rangitīkei River and its tributaries	
Ngā Mātia Repo	
Oarenga Repo	
Te Rei (including Bush, Orongotama, Poutawa)	

Statutory Areas to which the Deed of Recognition is to Apply	General Description/Location
Auahitotara	
Te Hiwi a Tamakōpiri	
Waiū Pā and Te Pou a Hauiti	-
Mamoenui Ngāhere (which includes Mamoenui Houpuni)	
Ngā Umu Kākāpō	

Potential Official Geographic Names

5.9 The deed of settlement is to provide for the settlement legislation to provide for each of the names listed in Table 7 below to become the official geographic name of the feature on settlement date.

Table 7 – Potential Official Geographic Names

Existing Official or Recorded Geographic Name	Proposed Official Geographic Name	Feature Type
Unnamed	Te Pou-a-Hauiti	Historic site
Unnamed	Te Kōpua-Kau-Tāpapa-a-Te Hoka-o-te-Rangi	Historic site
Unnamed	Te Tuna-a-Te-Ohuake	Historic site
Colenso Lake	Kōkopunui	Lake
Unnamed	Ngā Umukākāpō	Historic site
Unnamed	Ōtāiri	Historic area
Unnamed	Otoea	Historic site
Unnamed	Te Koau	Historic area
Kōau Stream	Te Koau Stream	Stream
Unnamed	Te Papa-a-Tarinuku	Historic site
Unnamed	Te Whata-a-Tamakōpiri	Historic site
Turangarere	Türangaarere	Historic area
Unnamed	Türangaarere Falls	Waterfall
Unnamed	Ōtamakapua	Historic area
Taumataomekura	Te Taumata-a-Mekura	Puke (Hill)
Motumatai	Ngā Motumātai	Maunga
Motumatai Range	Ngā Motumātai Range	Range
Otupae	Ōtūpae	Maunga
Otupae Range	Ōtūpae Range	Range
Unnamed	Te Hiwi-a-Tamakōpiri	Puke
Unnamed	Te Whākauae-a-Tamatea	Puke
Rangioteatua	Te Ranga-a-te-Atua	Maunga

Existing Official or Recorded Geographic Name	Proposed Official Geographic Name	Feature Type
Unnamed	Ōtara	Historic area
Unnamed	Tāwhirirourou	Historic site
Unnamed	Te Riu-o-Puanga	Historic site
Aorangi	Aorangi	Maunga
Ikawetea Stream	Ikawetea Stream	Awa
Porewa Stream	Pourewa Stream	Awa
Unnamed	Pourewa	Historic site
Te Riuopuanga Stream	Te Riu-o-Puanga Stream	Awa
Unnamed	Umutōī	Historic site
Unnamed	Whitikaupeka	Historic site
Lake Horotea	Horotea	Lake
Unnamed	Ngā Tārua	Historic area
Ngamatea East Swamp	Ngā Mātia Repo	Swamp
Unnamed	Pohokura	Historic area
Unnamed	Te Awahaehae	Historic site
Unnamed	Tīmāhanga	Historic area
Timahanga Stream	Tīmāhanga Stream	Awa
Unnamed	Rangatira	Range
Otumore	Ōtūmore	Puke
Pohatuhaha	Pōhatuhāhā	Maunga
Tawake Tohunga Range	Tawaketohunga Range	Range
Tawake Tohunga	Tawaketohunga	Maunga
Te Atua Mahuru	Te Atuamahuru	Maunga
Te Rei	Te Rei	Puke
Rangiwhakamataku	Te Rangiwhakamatuku	Maunga
Matuku Ridge Pa	Matuku Pā	Historic site
Matuku	Matuku	Puke
Unnamed	Pokopoko	Historic site
Pokopoko Stream	Pokopoko Stream	Awa
Unnamed	Te Awarua	Historic site
Unnamed	Te Houhou	Historic site
Mokai Patea Range	Mōkai Pātea Range	Range
Unnamed	Mōkai Pātea Rohe	Area
Kawhātau River	Kawhātau River	Awa
Moawhango River	Moawhango River	Awa
Oroua River	Oroua River	Awa

Existing Official or Recorded Geographic Name	Proposed Official Geographic Name	Feature Type
Taruarau River	Tāruarau River	Awa
Waitutaki Stream	Waitūtaki Stream	Awa

Potential Crown Protected Area and other Public Conservation Land Name changes

- 5.10 Mōkai Pātea have proposed name changes to Crown protected areas, listed in Table 8, within the area of interest administered by the Department of Conservation. The Crown agrees to consider any additional name-change proposals prior to initialling a deed of settlement. Any name changes proposed by Mōkai Pātea will be subject to ministerial and Cabinet approval before the deed of settlement is initialled. Settlement legislation is to provide for the names listed in the deed of settlement to become new or altered Crown protected area names on settlement date.
- 5.11 The deed of settlement and settlement legislation will provide for changing the existing names of non-Crown protected area public conservation lands listed in Table 8 that are administered by the Department of Conservation.
- 5.12 The deed of settlement will also provide for Department of Conservation track and hut assets in the Awarua Conservation Area named 'Ikawatea' to be altered to 'Ikawetea'.

Table 8 - Potential Crown Protected Area and Other Public Conservation Land Name Changes

Existing Name	Proposed Area Name		
Crown Protected Areas			
Parts not transferred of Omatane Scenic Reserve	Omatangi Scenic Reserve		
Turangarere Scenic Reserve	Tūrangaarere Scenic Reserve		
Other public conservation lands			
Haweanga Road Conservation Area	Hawaenga Road Conservation Area		
Porewa Conservation Area	Pourewa Conservation Area		

Cultural Redress Non-exclusive

5.13 The Crown may do anything that is consistent with the cultural redress contemplated by this agreement in principle, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

6. NGĀ WHAKATIKA HONONGA: RELATIONSHIP REDRESS

Crown Minerals Protocol

6.1 The deed of settlement is to require that the Minister for Resources issue the governance entity with a Crown Minerals Protocol, which will provide for the Crown's interaction with the governance entity in relation to specified matters.

Whakaaetanga Tiaki Taonga

- The following culture and heritage parties have agreed to enter into Whakaaetanga Tiaki Taonga with the governance entity:
 - 6.2.1 Department of Internal Affairs Te Tari Taiwhenua, as the agency responsible for the National Library Te Puna Mātauranga o Aotearoa, Archives New Zealand Te Rua Mahara o Te Kāwanatanga and Alexander Turnbull Library;
 - 6.2.2 Ministry for Culture and Heritage Manatū Taonga;
 - 6.2.3 Museum of New Zealand Te Papa Tongarewa; and
 - 6.2.4 Heritage New Zealand Pouhere Taonga.
- 6.3 The Whakaaetanga Tiaki Taonga will allow the parties to work together to develop a positive, collaborative and enduring relationship that puts the taonga aspirations of Mōkai Pātea at its centre.
- 6.4 The Whakaaetanga Tiaki Taonga will be issued to the governance entity through the deed of settlement.

Partnership Agreement with the New Zealand Defence Force

- 6.5 The hapū and iwi of Ngāti Tamakōpiri and Ngāti Whitikaupeka of Mōkai Pātea have customary interests and intergenerational responsibility for the ongoing care and protection of the lands forming parts of the Waiouru Military Training Area. Map 31 of Attachment 2 delineates the lands forming parts of the Waiouru Military Training Area.
- The lands which form parts of the Waiouru Military Training Area were an important ancestral source of kai and other resources and are central to the identity of the hapū and iwi of Ngāti Tamakōpiri and Ngāti Whitikaupeka of Mōkai Pātea.
- 6.7 The New Zealand Defence Force acknowledges and supports the intergenerational responsibility arising from the customary interests of the hapū and iwi of Ngāti Tamakōpiri and Ngāti Whitikaupeka of Mōkai Pātea to the lands forming parts of the Waiouru Military Training Area.
- The hapū and Iwi of Ngāti Tamakōpiri and Ngāti Whitikaupeka of Mōkai Pātea support and affirm the unfettered use by the New Zealand Defence Force of the Waiouru Military Training Area necessary for defence purposes and for the security of New Zealand.

- 6.9 The ongoing relationship between the New Zealand Defence Force and the hapū and lwi of Ngāti Tamakōpiri and Ngāti Whitikaupeka of Mōkai Pātea is a critical Treaty partnership for the Crown and Mōkai Pātea, which:
 - 6.9.1 gives optimal expression of te Tiriti o Waitangi/the Treaty of Waitangi principles;
 - 6.9.2 is innovative and evolving;
 - 6.9.3 acknowledges the Crown's past breaches of the Treaty in relation to the Waiouru Military Training Area, and the prejudicial impact on the hapū and lwi of Ngāti Tamakōpiri and Ngāti Whitikaupeka of Mōkai Pātea;
 - 6.9.4 acknowledges the good faith concession by the hapū and iwi of Ngāti Tamakōpiri and Ngāti Whitikaupeka of Mōkai Pātea in the spirit of partnership of the ongoing nature of unfettered use by the New Zealand Defence Force of lands forming the Waiouru Military Training Area and that this concession does result in the continued constraint and impact on the hapū and iwi of Ngāti Tamakōpiri and Ngāti Whitikaupeka of Mōkai Pātea exercise of kaitiakitanga and tino rangatiratanga, customary interests and the well-being of the whenua:
 - 6.9.5 recognises the parties' respective and shared ongoing responsibilities.
- 6.10 The deed of settlement will record the outcome of any agreement reached between the New Zealand Defence Force and the hapū and lwi of Ngāti Tamakōpiri and Ngāti Whitikaupeka of Mōkai Pātea following their negotiation of a formal partnership agreement ("the Partnership Agreement"). The Partnership Agreement will be bestowed with a suitable name in te reo Māori, and will:
 - 6.10.1 record a commitment to an ongoing and meaningful dialogue regarding matters of common interest, including commercial or other arrangements;
 - 6.10.2 acknowledge the New Zealand Defence Force's wider commitments to its Treaty partners and support its strategic approach within 'Kia Eke' to develop and sustain partnerships with Māori;
 - 6.10.3 provide for the exploration of a commercial services agreement between the parties, to enable the hapū and lwi of Ngāti Tamakōpiri and Ngāti Whitikaupeka of Mōkai Pātea to take up opportunities for economic development in relation to activities and services within the Waiouru Military Training Area, noting that government procurement processes for contractors/providers will apply;
 - 6.10.4 provide for the exploration of economic and social opportunities for Mōkai Pātea on New Zealand Defence Force land comprising the Waiouru Military Training Area in relation to the hapū and lwi of Ngāti Tamakōpiri and Ngāti Whitikaupeka of Mōkai Pātea;
 - 6.10.5 provide for the exploration of New Zealand Defence Force economic and social opportunities on the land of the hapū and lwi of Ngāti Tamakōpiri and Ngāti Whitikaupeka of Mōkai Pātea outside of the Waiouru Military Training Area (e.g. housing / warehousing activities);

- 6.10.6 provide for processes and resources to recognise, identify and affirm ancestral placenames within the Waiouru Military Training Area;
- 6.10.7 provide for processes and resources to identify and protect sites of significance in the Waiouru Military Training Area, where such protection is consistent with the intention of clause 6.8:
- 6.10.8 provide for the hapū and Iwi of Ngāti Tamakōpiri and Ngāti Whitikaupeka of Mōkai Pātea to access sites of cultural significance, by prearrangement, on the New Zealand Defence Force training area, as is appropriate having regard to the purpose for which the land is held and the activities undertaken there and New Zealand Defence Force health and safety obligations;
- 6.10.9 explore how to provide for processes for the hapū and lwi of Ngāti Tamakōpiri and Ngāti Whitikaupeka of Mōkai Pātea cultural values to be recognised and affirmed within New Zealand Defence Force induction and training policies and processes for military and civilian personnel employed or permanently posted to Waiouru;
- 6.10.10 provide for engagement with Ngāti Tamakōpiri and Ngāti Whitikaupeka of Mōkai Pātea in recognition of their whakapapa, mana whenua and enduring relationship with the lands that encompass the Waiouru Military Training Area. This will include the New Zealand Defence Force providing access across the Waiouru Military Training Area lands for the benefit of Māori land trusts that adjoin the Waiouru Military Training Area (subject to New Zealand Defence Force negotiations with those land trusts on specific terms of access, and subject to Permission to Enter Army Training Area and associated requirements). The New Zealand Defence Force will also involve itself in considering other opportunities to facilitate access to Māori land as part of the landlocked land redress detailed in this agreement in principle;
- 6.10.11 provide for engagement with the iwi of Ngāti Tamakōpiri and Ngāti Whitikaupeka of Mōkai Pātea in decision-making in relation to New Zealand Defence Force policies on non-defence land use of the Waiouru Military Training Area, and in particular:
 - (a) a joint committee of Mōkai Pātea and New Zealand Defence Force representatives to be established to assess and determine applications/requests for non-defence use;
 - (b) the assessment and determination of applications/requests to be guided by the Partnership Agreement between Mōkai Pātea and the New Zealand Defence Force, and the factors of importance to the New Zealand Defence Force, (such as impact on military training, health and safety, security, environmental impacts, reputational impacts, Army resourcing, commercial aspects and Treaty relationships); and

- for the purposes of clause 6.10.11, non-defence land uses are those which do not relate to the purposes of the Defence Act 1990 or do not support the civil power or involve a public work; and
- 6.10.12 include other topics as agreed between the New Zealand Defence Force and the Claims Trust.
- The New Zealand Defence Force has identified areas of Defence land alongside the 6.11 north and south-eastern boundary of the Waiouru Military Training Area (north-east sector of Zone 8) in the Oruamatua Kaimanawa 4 block and two areas of Te Rei (Zone 13), which are available for potential transfer for settlement purposes (refer Maps 41, 42 and 43 of Attachment 2), and will take necessary steps to investigate the feasibility and legality of such transfers by:
 - 6.11.1 obtaining formal certification that the areas are clear of unexploded munitions;
 - fulfilling all obligations under the offer-back provisions of the Public Works Act 6.11.2 1981 that might be applicable (offer-back provisions are understood to not apply to the two areas of Te Rei (Zone13);
 - 6.11.3 obtaining approval from Chief of Army and Chief of Defence Force to any transfer; and
 - 6.11.4 provided that the areas are landlocked land, and as such, access to the area through the Waiouru Military Training Area will be provided subject to the New Zealand Defence Force standard permitting system available to other landlocked owners alongside the Waiouru Military Training Area's eastern boundary.2
- The Claims Trust requested the New Zealand Defence Force to assess land within the 6.12 Wajouru Military Training Area for transfer of fee simple title to the hapu and iwi of Ngāti Tamakopiri and Ngāti Whitikaupeka of Mokai Pātea Nui Tonu. The New Zealand Defence Force has assessed its operational requirements, and, apart from the area of Oruamatua Kaimanawa 4 block and two areas at Te Rei (noted in clause 6.11), all other areas are essential for current and future New Zealand Defence Force purposes.
- 6.13 In relation to the Waiouru Military Training Area lands which are the subject of grazing licences or other uses by third parties, the New Zealand Defence Force will review those arrangements as part of the joint committee on non-defence use referred to above in clause 6.10.11(a).

6 14 To avoid doubt:

6.14.1

any agreement reached between the New Zealand Defence Force and the Claims Trust is not intended to override any individual agreements that the

¹ Section 5 of the Defence Act 1990 provides for maintaining armed forces for specific purposes including the contribution of forces with other nation states for national and international security purposes. This outcome is supported by facilitating training with international military partners within the Waiouru Military Training Area. ² The New Zealand Defence Force cannot guarantee vehicle access directly to these areas. Access will be a combination of vehicle and on foot.

New Zealand Defence Force may have with individual land owners in supporting access through the Waiouru Military Training Area to landlocked lands:

- 6.14.2 the Claims Trust acknowledges and respects the relationships that the New Zealand Defence Force has with Ngāti Rangi and Ngāti Tūwharetoa in relation to the Waiouru Military Training Area;
- 6.14.3 the New Zealand Defence Force acknowledges and respects the Waiū Accord which has been entered into between Mōkai Pātea, Ngāti Rangi and Ngāti Tūwharetoa as it relates to the Waiouru Military Training Area.

Statutory Recognition of Areas Significant for Mōkai Pātea

- 6.15 Mōkai Pātea have conveyed their deep cultural association with wāhi tupuna sites, awa and repo within the Waiouru Military Training Area, listed in Table 3 and Table 6. The New Zealand Defence Force and Mōkai Pātea agree that additional sites may be identified and agreed jointly for statutory recognition prior to initialling a deed of settlement.
- 6.16 The deed of settlement and settlement legislation will provide for statutory recognition of these areas through statutory acknowledgement and deed of recognition. Statutory acknowledgement and deed of recognition will not inhibit the New Zealand Defence Force's operations on these statutory areas.

Relationship Agreement with the Department of Conservation

- 6.17 The deed of settlement will set out the elements of cultural redress involving public conservation land and resources within a partnership framework known as Te Pohokura o Mōkai Pātea (as set out in in clauses 7.10 to 7.12 of this agreement in principle) and provide for the Department of Conservation to enter into a relationship agreement with the governance entity.
- 6.18 The parties intend that the relationship agreement will:
 - 6.18.1 enable the Department of Conservation and the governance entity to maintain a positive, collaborative and enduring relationship into the future; and
 - 6.18.2 include provision for:
 - (a) Mōkai Pātea values and vision for public conservation land;
 - (b) a statement about section 4 of the Conservation Act 1987;
 - (c) Mōkai Pātea iwi confederation values statement;
 - (d) relationship principles, processes and objectives, including in relation to:
 - (i) business planning (including standing items on Rangitīkei catchment and Kaimanawa Wild Horses);

- (ii) capability building and training opportunities, including for Department of Conservation staff; and
- (iii) engagement and consultation processes or protocols; and
- (e) a Concessions Decision Making Framework as set out in clauses 7.22 to 7.25

Relationship agreement with Kāinga Ora – Homes and Communities

6.19 The deed of settlement will provide for the Kāinga Ora – Homes and Communities to enter into a relationship agreement with the governance entity.

Relationship Agreement with KiwiRail

- 6.20 The deed of settlement will provide for KiwiRail to enter into a relationship agreement with the governance entity that will include:
 - 6.20.1 prior consultation and informed engagement between KiwiRail and Mōkai Pātea on aspects of KiwiRail activities which affect the area of interest;
 - 6.20.2 active consideration by KiwiRail of how their activities within the area of interest might provide commercial opportunities of mutual benefit to both parties and active consideration of mutually beneficial commercial opportunities proposed by Mōkai Pātea;
 - 6.20.3 commitment to investigate any lands of interest identified by Mōkai Pātea to confirm their suitability to be declared surplus by KiwiRail, for transfer to Mōkai Pātea, or for joint commercial development;
 - 6.20.4 a right of first refusal to Mōkai Pātea of KiwiRail properties within the area of interest;
 - 6.20.5 developing procurement policies that maximise opportunities for participation of Mōkai Pātea within the area of interest, subject to government procurement policies;
 - 6.20.6 where possible, assisting in access arrangements to landlocked Māori land within the area of interest over KiwiRail landholdings;
 - 6.20.7 providing processes and resources for Mōkai Pātea cultural values and identity to be recognised and affirmed within KiwiRail activities by way of induction and training for employees and contractors;
 - 6.20.8 changing the name of the section of North Island Main Trunk railway line located within the Mōkai Pātea exclusive area of interest, creating signage with Mōkai Pātea placenames along the railway network, and the installation of information at railway stations or other key locations which recognises the historical association of Mōkai Pātea to the railway and associated whenua, by

- way of a process that is jointly determined by the parties in accordance with Mōkai Pātea tikanga; and
- 6.20.9 commitment to developing a work plan, within six months of signing the agreement, to achieve the aspirations.

Relationship Agreement with Land Information New Zealand

- 6.21 The deed of settlement will provide for Land Information New Zealand (LINZ) to enter into a relationship agreement with the governance entity.
- 6.22 The parties intend that the relationship agreement will:
 - 6.22.1 encapsulate Mōkai Pātea values;
 - 6.22.2 enable LINZ and the governance entity to maintain a positive, collaborative and enduring relationship into the future; and
 - 6.22.3 cover any topics as agreed with LINZ and Mōkai Pātea.

Relationship Agreement with the Ministry of Business, Innovation & Employment

6.23 The Ministry of Business, Innovation & Employment agrees to work with the Claims Trust to explore a relationship agreement in good faith on a no-prejudice basis.

Joint Relationship Agreement with the Ministry of Education and the Tertiary Education Commission

6.24 The Ministry of Education and the Tertiary Education Commission agree to work with the Claims Trust to explore a relationship agreement in good faith on a no-prejudice basis.

Relationship Agreement with the Ministry for the Environment

- 6.25 The deed of settlement will provide for the Ministry for the Environment to enter into a relationship agreement with the governance entity.
- 6.26 The parties intend that the relationship agreement will:
 - 6.26.1 enable the Ministry for the Environment and the governance entity to maintain a positive, collaborative and enduring relationship into the future; and
 - 6.26.2 cover any topics as agreed with the Ministry for the Environment and Mōkai Pātea.

Joint Relationship Agreement with the Ministry of Health and Health New Zealand

- 6.27 The deed of settlement will provide for the Ministry of Health and Health New Zealand to enter into a relationship agreement with the governance entity in relation to the health and wellbeing aspirations of Mōkai Pātea.
- 6.28 The parties intend that the relationship agreement will:
 - 6.28.1 establish an enduring relationship between Mōkai Pātea and the Ministry of Health and Health New Zealand;
 - 6.28.2 set out relationship principles to guide the parties to develop and maintain a productive relationship;
 - 6.28.3 provide a framework for engagement and collaboration between the parties to help them achieve the health and wellbeing aspirations of Mōkai Pātea; and
 - 6.28.4 explore opportunities to work together to design and deliver health services that meet the needs and aspirations of Mōkai Pātea and their wider community.

Relationship Agreement with the Ministry of Housing and Urban Development

- 6.29 The deed of settlement will provide for the Ministry of Housing and Urban Development to enter into a relationship agreement with the governance entity.
- 6.30 The parties intend that the relationship agreement will:
 - 6.30.1 enable the Ministry of Housing and Urban Development and the governance entity to maintain a positive, collaborative and enduring relationship into the future; and
 - 6.30.2 cover any topics as agreed by the Ministry of Housing and Urban Development and the Claims Trust.

Joint Relationship Agreement with the Ministry of Justice, Department of Corrections and New Zealand Police

6.31 The deed of settlement will provide for the Ministry of Justice, Department of Corrections and New Zealand Police to enter into a joint relationship agreement with the governance entity.

Relationship Agreement with the Ministry of Social Development

6.32 The deed of settlement will provide for the Ministry of Social Development to enter into a relationship agreement with the governance entity.

Relationship Agreement with New Zealand Transport Agency Waka Kotahi

- 6.33 The deed of settlement will provide for the New Zealand Transport Agency to enter into a relationship agreement with the governance entity.
- 6.34 The parties intend that the relationship agreement will provide for a positive, collaborative and enduring relationship into the future by:
 - 6.34.1 seeking opportunities for implementation of the New Zealand Transport Agency Māori Engagement Strategy Hononga ki te lwi or updated strategy in the area of interest:
 - 6.34.2 New Zealand Transport Agency representatives within the area of interest understanding the Mōkai Pātea perspective:
 - 6.34.2.1 that Mōkai Pātea rohe has been the "spine" or "iwi roa o te motu" in terms of transport corridors, rail and road;
 - 6.34.2.2 the acquisition of whenua for the central roading network has prejudicially impacted on the wellbeing of Mōkai Pātea whanau, hapū and iwi;
 - 6.34.2.3 a robust relationship with Mōkai Pātea Nui Tonu in relation to the transport corridor is beneficial for the continued wellbeing and development of the nation;
 - 6.34.3 the New Zealand Transport Agency seeking to develop protocols of engagement with the governance entity, within the scope of the New Zealand Transport Agency's statutory functions, in relation to any future application of the Public Works Act 1981 for roading purposes in the area of interest;
 - 6.34.4 the New Zealand Transport Agency actively promoting opportunities for procurement and contracts within the area of interest;
 - 6.34.5 the New Zealand Transport Agency understanding and incorporating Mōkai Pātea values in administration and management of land that is not needed for transport purposes, within the scope of the New Zealand Transport Agency's statutory functions;
 - 6.34.6 considering ways in which opportunities for revenue might be utilised for the benefit of Mōkai Pātea, subject to the New Zealand Transport Agency's legislative or policy requirements on the use of funding for roading or regulatory purposes;
 - 6.34.7 the New Zealand Transport Agency assisting in access arrangements to landlocked Māori land within the area of interest over New Zealand Transport Agency landholdings, where possible;

- 6.34.8 the New Zealand Transport Agency and the governance entity working collaboratively with NZ Geographic Board Ngā Pou Taunaha o Aotearoa as to place names; and
- 6.34.9 any other matters of mutual significance as agreed by all parties to this relationship agreement.

Relationship Agreement with Oranga Tamariki

6.35 The deed of settlement will provide for Oranga Tamariki to enter into a relationship agreement with the governance entity relating to the care and protection of tamariki.

Relationship Agreement with Statistics New Zealand

6.36 The deed of settlement will provide for Statistics New Zealand to enter into a relationship agreement with the governance entity.

Letter of Recognition from Ministry for Primary Industries

- 6.37 The deed of settlement will record that the Director General of the Ministry for Primary Industries will write to the four iwi of Mōkai Pātea outlining:
 - 6.37.1 that the Ministry of Primary Industries recognises Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Tamakōpiri and Ngāti Whitikaupeka as tāngata whenua within their area of interest and they have a special relationship with all species of fish, aquatic life and seaweed within their area of interest;
 - 6.37.2 how Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Tamakōpiri and Ngāti Whitikaupeka can have input and participation into the Ministry for Primary Industries' national fisheries plans;
 - 6.37.3 how Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Tamakōpiri and Ngāti Whitikaupeka can implement the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within their area of interest; and
 - 6.37.4 the appointment of the governance entity as an advisory committee to the Minister for Oceans and Fisheries under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 in relation to fisheries management, as provided for in clauses 7.36 and 7.37.
- 6.38 Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Tamakōpiri and Ngāti Whitikaupeka, and the Ministry for Primary Industries will agree on the contents of the letter before a deed of settlement is initialled.

Letters of Introduction to Agencies, Local Authorities, and Other Entities

6.39 The deed of settlement will provide for the Chief Executive of The Office of Treaty Settlements and Takutai Moana: Te Tari Whakatau to write letters of introduction to the heads of the following:

- 6.39.1 Ministry of Transport;
- 6.39.2 Fire and Emergency New Zealand; and
- 6.39.3 Ngā Taonga Sound & Vision.
- 6.40 The purpose of the letters is to raise the profile of Mōkai Pātea with these entities in relation to their work. The text of the letters will be agreed between the mandated negotiators and the Crown and issued as soon as practicable after the establishment of the governance entity and before the settlement date.

Local Authorities

- 6.41 The deed of settlement will provide for the Chief Executive of The Office of Treaty Settlements and Takutai Moana: Te Tari Whakatau to write letters of introduction to heads of the following local authorities, to introduce Mōkai Pātea and the governance entity:
 - 6.41.1 Central Hawke's Bay District Council;
 - 6.41.2 Hastings District Council;
 - 6.41.3 Hawke's Bay Regional Council;
 - 6.41.4 Horizons Regional Council;
 - 6.41.5 Manawatu District Council;
 - 6.41.6 Rangitikei District Council;
 - 6.41.7 Ruapehu District Council; and
 - 6.41.8 Taupo District Council.
- The purpose of the letters is to raise the profile of Mōkai Pātea with each local authority. The text of the letters will be agreed between the mandated negotiators and the Crown and issued as soon as practicable after the establishment of the governance entity and before the settlement date.

Other Entities

- 6.43 The deed of settlement will provide for the Chief Executive of The Office of Treaty Settlements and Takutai Moana: Te Tari Whakatau to write a letter of introduction to the Chief Executives of the following entities:
 - 6.43.1 Kaimanawa Wild Horse Advisory Group;
 - 6.43.2 Tongariro Taupō Conservation Board;

- 6.43.3 Wellington Conservation Board; and
- 6.43.4 East Coast-Hawke's Bay Conservation Board.
- The purpose of the letters is to raise the profile of Mōkai Pātea with these entities. The text of the letters will be agreed between the mandated negotiators and the Crown and issued as soon as practicable after the establishment of the governance entity and before the settlement date.

Cultural Redress Non-exclusive

6.45 The Crown may do anything that is consistent with the cultural redress contemplated by this agreement in principle, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

7. NGĀ WHAKATIKA TAIAO: ENVIRONMENTAL (NATURAL RESOURCES AND CULTURAL) REDRESS

- 7.1. The Crown acknowledges the Mōkai Pātea aspiration to enhance their standing as kaitiaki over their rohe with a focus including, but not limited to, rivers and minerals.
- 7.2. All items of natural resources redress are cultural redress and subject to the following being agreed, determined or resolved before a deed of settlement is signed:
 - 7.2.1. the Crown confirming that any residual overlapping interest issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and
 - 7.2.2. any other conditions specified in the cultural redress tables (Table 1 to Table 11) and set out in clauses 3.5, 3.11 and 12.2 of this agreement in principle.

Rangitīkei River

- 7.3. Mōkai Pātea records its aspirations in relation to the Rangitīkei River as follows:
 - 7.3.1. The Rangitīkei River gets its name from being a wide braided river, tīkei meaning to take long strides. This description originates when the ancestor Hau of Kurahaupō crossed the Rangitīkei and named this River and most of the other rivers from Pātea to Porirua.
 - 7.3.2. The Rangitīkei River starts in the Kaimanawa Ranges and flows on the west of the Kaweka and Ruahine Ranges out to the sea at Tangimoana. A number of waterways sit within the River catchment, and Mōkai Pātea Nui Tonu recognise and acknowledge that various hapū and iwi have responsibilities for and interests in the River starting from its source to the sea.
 - 7.3.3. These hapū and iwi have used the River as a mode of transport and food source over multiple generations. The River also provides spiritual sustenance, medicinal properties, tūpuna connection and legacy, and represents a culturally unifying taonga across the whanaunga associated with the River.
 - 7.3.4. The hapū and iwi of Mōkai Pātea Nui Tonu observed changes to the wide and braided nature of the River following river management practices that started around World War Two. Mōkai Pātea consider that there were a series of Crown practices and omissions in relation to the River that impacted on the wellbeing of the River and their connection to it. These included the irrigation schemes, the impact of the Tongariro Power Development hydro-electricity scheme's Eastern Diversion, the exclusion of hapū and iwi from river management, the loss of species and habitats, gravel extraction, flood control measures, wastewater and silt systems.
 - 7.3.5. Mōkai Pātea say that they have never given up their mana motuhake to the River and they continue to assert their rights and responsibilities on an

individual and collective basis – with whakapapa and the River itself uniting the peoples of the Rangitīkei River to preserve the wellbeing of the River and those that depend on it.

- 7.4. The Crown and Mōkai Pātea have agreed to explore natural resource management arrangements for the Rangitīkei River Catchment. Those arrangements will:
 - 7.4.1. reflect the relationship of Mōkai Pātea and other iwi with interests in the Rangitīkei River Catchment with the River;
 - 7.4.2. allow for the enhancement of the health and wellbeing of the Rangitīkei River Catchment for future generations; and
 - 7.4.3. support the relationships between Mōkai Pātea and other iwi with interests in Rangitīkei River Catchment and relevant local authorities and agencies with functions relating to the Rangitīkei River Catchment.
- 7.5. The parties acknowledge that:
 - 7.5.1. negotiation of arrangements over the Rangitīkei River Catchment are in early stages and the specific form, nature and legal weighting of any arrangements are yet to be discussed;
 - 7.5.2. the redress package negotiated in relation to the Rangitīkei River Catchment will need to be consistent with the Cabinet guidelines on natural resource redress and will be subject to approval by Ministers and Cabinet before they are finalised; and
 - 7.5.3. the Government is undertaking reform of resource management legislation. The parties agree that exploration of natural resource management arrangements over the Rangitīkei River Catchment will be undertaken in good faith in the context of that reform.
- 7.6. Other elements of the settlement which may relate to the Rangitīkei River Catchment are Crown apology redress (referred to in Part 4 of this agreement in principle), statements of association and deeds of recognition (referred to in Part 5 of this agreement in principle) and relationship redress (referred to in Part 6 of this agreement in principle).
- 7.7. The deed of settlement is to provide that nothing in the settlement of the historical claims of Mōkai Pātea will:
 - 7.7.1. prevent Mōkai Pātea from pursuing any claims to extant customary or aboriginal title or rights in relation to rivers or riverbeds in the rohe, including the bed of the Rangitīkei River, or from further engagement with the Crown on those questions; or
 - 7.7.2. extinguish any extant customary or aboriginal right or title in relation to rivers or riverbeds in the rohe, including the bed of the Rangitīkei River, that may exist (including in respect of water).

7.8. This clause and any corresponding future provision in the deed of settlement or settlement legislation does not constitute or imply an acknowledgement by the Crown that any such rights or title exist.

Manawatū River Advisory Board

7.9. The settlement legislation will provide that the governance entity will have statutory membership on the Manawatu River Catchment Advisory Board, established through the Rangitāne o Manawatu Claims Settlement Act 2016.

Te Pohokura o Mōkai Pātea Partnership Framework

- 7.10. The deed of settlement will set out the elements of cultural redress involving public conservation land and resources within Te Pohokura o Mōkai Pātea Partnership Framework (**Te Pohokura o Mōkai Pātea**).
- 7.11. The parties intend that Te Pohokura o Mōkai Pātea will enable the Department of Conservation and the governance entity to maintain a positive, collaborative, and enduring relationship into the future.
- 7.12. Te Pohokura o Mōkai Pātea consists of:
 - 7.12.1. a relationship agreement (as set out at clauses 6.17 and 6.18 of this agreement in principle);
 - 7.12.2. a joint body for an area of responsibility (as set out in clauses 7.13 to 7.21 of this agreement in principle); and
 - 7.12.3. a concessions decision-making framework as set out in clauses 7.22 to 7.25.

Establishment of a Joint Body

- 7.13. The deed of settlement and settlement legislation will provide for a joint body for an area of responsibility comprising public conservation land held and administered by the Department of Conservation. Four members will be nominated by the governance entity to represent each iwi of the Mōkai Pātea confederation, and four members will be nominated by the Department of Conservation.
- 7.14. The joint body for the area of responsibility will:
 - 7.14.1. provide strategic advice to the Minister of Conservation, the Department of Conservation and the governance entity on conservation matters;
 - 7.14.2. prepare a reserve management plan under section 41 of the Reserves Act 1977; and
 - 7.14.3. exercise powers and functions under the Reserves Act 1977 usually exercised by administering bodies under that Act (to be identified prior to initialling a deed

of settlement), which the Minister of Conservation may revoke subject to appropriate consultation.

7.15. The area of responsibility will comprise the sites listed in Table 9, which total approximately 50,800 ha.

Table 9 - Sites Within the Area of Responsibility

Name of Area	General Description/Location		
Part Hihitahi Forest Sanctuary	Refer to Map 33 in		
Part Ruahine Forest Park, comprising:	Attachment 2.		
 Part Conservation Area Awarua (excluding any area to vest) 			
 Part Ruahine Forest Park (excluding any area to vest) 			
 Part Ruahine Forest (East) Conservation Area 			
Part Ruahine (West) Conservation Area			
Waingakia Stream Conservation Area			
Sites adjacent to Rangitīkei River included in the area of responsibility			
Part Awarua Conservation Area	Refer to Map 33 in		
Park Makino Scenic Reserve	Attachment 2.		
Te Rangipai Scenic Reserve			
Part Puke Scenic Reserve			
Haweanga Road Conservation Area			
Hautapu Scenic Reserve			
Kahu Scenic Reserve, comprising:			
Kahu Scenic Reserve			
Kahu A Scenic Reserve			
Pouwhakarua Conservation Area			
Broadway Recreation Reserve, comprising:			
 Broadway Recreation Reserve 			
Twenties Conservation Area			
Marginal Strip – Rangitikei River (NaPALIS ID 2802611)			
Marginal Strip – Rangitikei River (NaPALIS ID 2802598)			
Part Omatane Scenic Reserve			

- 7.16. The Crown will remain the land holder of the area of responsibility. The Department of Conservation will continue to manage the area of responsibility subject to the powers and functions exercised by the joint body. Public access and existing third-party interests in this area of responsibility will be maintained.
- 7.17. As the joint body will exercise powers and functions under the Reserves Act 1977, all public conservation land within the area of responsibility that is held under the Conservation Act 1987 (approximately 50,200 ha) will be reclassified as reserve land. Reserve classifications will be identified prior to the initialling a deed of settlement.

- 7.18. Approximately 11,000 ha of the part of the Ruahine Forest Park within the area of responsibility is subject to overlapping interests. Written agreement will be required from all overlapping interest holders prior to initialling a deed of settlement for this land to remain in the area of responsibility.
- 7.19. The Director-General of Conservation will 'have regard to' the advice of the joint body when preparing, reviewing, or amending conservation management strategies to the extent they fall within the area of responsibility.
- 7.20. The Crown will fund the following joint body related costs:
 - 7.20.1. remuneration and travelling costs of joint body members;
 - 7.20.2. reasonable administrative costs of the joint body; and
 - 7.20.3. preparation of the reserve management plan, including the reasonable costs of independent consultants where neither Mōkai Pātea nor the Department of Conservation have the relevant subject matter expertise.
- 7.21. Concession revenue from activities within the area of responsibility will be applied for the benefit of that land.

Concession Decision-making Framework Regarding Public Conservation Land

- 7.22. The deed of settlement will include a decision-making framework that applies to relevant decisions made by, or on behalf of, the Minister of Conservation and Director-General of Conservation under Part 3B of the Conservation Act 1987 and section 59A of the Reserves Act 1977.
- 7.23. The framework is intended to ensure that the Department of Conservation:
 - 7.23.1. is informed of, and understands, early in the decision-making process, the nature and degree of the governance entity's interest and view in the relevant decision:
 - 7.23.2. considers whether, in making a decision, it is possible to reconcile any conflict between the interest and view of the governance entity and any other considerations relevant to the decision-making process; and
 - 7.23.3. records in writing and communicates to the governance entity, the decision and how the decision-maker took into account the interest and view of the governance entity in the decision.
- 7.24. The framework will not apply to decisions:
 - 7.24.1. for applications by the governance entity or any related subsidiary; and
 - 7.24.2. those to be made by the joint body as set out under clause 7.14.3 under its statutory power and function for this purpose.

7.25. Relevant decisions may also exclude activities on public conservation land that are included in the exempt, pre-approved, or prohibited concession classes (these are proposed classes under reform of the Conservation Act 1987 that will apply if enacted).

Memorandum of Understanding

- 7.26. The deed of settlement will provide that the Department of Conservation and the governance entity will enter into a memorandum of understanding to facilitate post-settlement discussions that may lead to agreements between the Department of Conservation and Māori land trusts to formalise, disestablish or reroute tracks that abut or enter Māori land, including:
 - 7.26.1. In the Kaimanawa Forest Park:
 - 7.26.1.1. 'Southern Corridor Access Track' (through Pt Subdivision 1 Run 1 Survey Office Plan 20875 and Pt Kaimanawa 2B2).
 - 7.26.2. In the Kaweka Forest Park:
 - 7.26.2.1. 'Manson Hut/Ngaawapurua Hut Track to Otutu Hut' (through Owhaoko D2);
 - 7.26.2.2. 'Ngaawapurua/Otutu Track Junction To Rocks Ahead' (through Owhaoko D2); and
 - 7.26.2.3. 'Manson Hut to Kiwi Mouth Hut Track' (through Owhaoko D2).
 - 7.26.3. In the Ruahine Forest Park/area of responsibility:
 - 7.26.3.1. 'Taruarau Bivvy To Big Hill Road Track' (through Sec 1 SO 10568);
 - 7.26.3.2. 'No Mans Road' (through Sec 1 SO 10568);
 - 7.26.3.3. 'Ruahine Corner To Potae High Point' (through Pt Awarua 1DA);
 - 7.26.3.4. 'Iron Bark To Waiokotore Via Ohutu Ridge' (through Pt Awarua 1DA); and
 - 7.26.3.5. 'Ruahine Forest Park Boundary To Kelly Knight Hut' (through Awarua 1A3 South).
 - 7.26.4. In Conservation Area Awarua/area of responsibility:
 - 7.26.4.1. 'Ikawetea Forks Hut To Ikawetea Trig Route'.
- 7.27. Involvement of Māori land trusts would be at their discretion and could be coordinated through the governance entity.

Consolidation of Public Conservation Land

7.28. The settlement legislation will consolidate some public conservation land sites (listed in Table 10) in order to streamline site management.

Table 10 - Sites Proposed to be Consolidated

Existing Sites	Proposed Consolidated Site		
Sites within the area of responsibility			
Kahu Scenic Reserve Kahu A Scenic Reserve	Kahu A Scenic Reserve to be consolidated into the existing Kahu Scenic Reserve.		
	Refer Map 33 in Attachment 2.		
Ruahine Forest Park (part) Ruahine Forest (East) Conservation Area (part) Conservation Area Awarua (part)	All sites to be consolidated into the existing Ruahine Forest Park.		
Ruahine Forest (West) Conservation Area (part)	Refer Map 33 in Attachment 2.		
Broadway Recreation Reserve Twenties Conservation Area	Twenties Conservation Area to be consolidated into the existing Broadway Recreation Reserve.		
	Refer Map 33 in Attachment 2.		
Sites outside the area of responsibility			
Part Kaweka Forest Park Part Kāweka Conservation Area	Part Kāweka Conservation Area land to be consolidated into the existing Kaweka Forest Park. Refer Map 20 in Attachment 2.		
Mangaweka Scenic Reserve Mangaweka Conservation Area Kapua Conservation Area	Mangaweka and Kapua Conservation Areas to be consolidated into the Mangaweka Scenic Reserve. Refer Map 21 in Attachment 2.		

Statement of Values

- 7.29. The deed of settlement and settlement legislation will provide:
 - 7.29.1. Mōkai Pātea the opportunity to prepare a statement of values setting out the long-term strategic conservation aspirations and principles of Mōkai Pātea, to be attached from settlement to the conservation management strategies that apply within the area of interest; and
 - 7.29.2. that the Director-General of Conservation must consult Mōkai Pātea at subsequent reviews or amendments to any relevant strategy following settlement to determine if Mōkai Pātea seek to revise the statement of values.
- 7.30. Relevant conservation management strategies at the date of this agreement in principle are:
 - 7.30.1. Tongariro/Taupo Conservation Management Strategy;
 - 7.30.2. Wanganui Conservation Management Strategy;

- 7.30.3. Hawke's Bay Conservation Management Strategy; and
- 7.30.4. Wellington Conservation Management Strategy.

Kaimanawa Wild Horses

- 7.31. The deed of settlement will provide for:
 - 7.31.1. a statement of association acknowledging the relationship of Mōkai Pātea with Kaimanawa Wild Horses;
 - 7.31.2. the settlement legislation to require that the Minister of Conservation must consult and have regard to the views of Mōkai Pātea as set out in the statement of association (referred to at clause 7.31.1) when a plan or publication is prepared and/or issued under section 41(1)(e) of the Wildlife Act 1953 in relation to the Kaimanawa Wild Horses;
 - 7.31.3. a letter of introduction to the Kaimanawa Wild Horse Advisory Group (referred to at clause 6.43.1); and
 - 7.31.4. 'Kaimanawa Wild Horses' to be a standing item for business planning under the relationship agreement with the Department of Conservation (referred to at clause 6.18.2(d)(i)).

Management of Marginal Strips

7.32. The deed of settlement and settlement legislation will provide for the management, and in some cases changes in width, of certain marginal strips as set out in Table 11.

Table 11 - Management and Change of Width of Marginal Strips

Marginal Strip	Managed by	Amended Width (approximately)	General Description/ Location
Marginal Strip – Te Waiamaru Stream	Governance entity	No change	Refer to Map 44 in Attachment 2.
Marginal Strip – Timahanga Stream	Governance entity	No change	Refer to Map 45 in Attachment 2.
Any marginal strip reserved from the vesting of Part Mokai Conservation Area (as set out in Table 1)	Governance entity or the joint body established under clauses 7.13 to 7.21	10 metres	Refer to Map 4 in Attachment 2.
Any marginal strip reserved from the vesting of Te Waiamaru Stock Reserve (as set out in Table 1)	Governance entity	No change – Area A on Map 5	Refer to Map 5 in Attachment 2.
		Area B on Map 5	

Crown Minerals Redress

- 7.33. The deed of settlement will provide for a statement of association acknowledging that Mōkai Pātea has an association with, and asserts certain spiritual, cultural, historical and traditional values in relation to six non-nationalised Crown minerals:
 - 7.33.1. Onewa (basalt/greywacke);
 - 7.33.2. Rangitoto (jasper);
 - 7.33.3. Turua (ignimbrite);
 - 7.33.4. Kirikiri (aggregate);
 - 7.33.5. Kōkōwai (red-orange-brown ochre); and
 - 7.33.6. Pukepoto (blue ochre).
- 7.34. The settlement legislation will acknowledge Mōkai Pātea's association with, and values in relation to, these minerals.
- 7.35. The deed of settlement and settlement legislation will provide any member of Mōkai Pātea the right to search for and remove the six non-nationalised Crown minerals found on riverbeds or former riverbeds on public conservation land and defence land in the area of interest. The right to search for and remove those minerals by hand:
 - 7.35.1. from public conservation land is subject to written authorisation from the governance entity to access those areas;
 - 7.35.2. from defence land is subject to a joint written authorisation from the governance entity and the New Zealand Defence Force to access those areas;
 - 7.35.3. is exercisable without an authorisation under the relevant legislation;
 - 7.35.4. will be in accordance with access restrictions under Schedule 4 of the Crown Minerals Act 1991 and other relevant conservation legislation (including the Conservation Act 1987); and
 - 7.35.5. will be consistent with terms and conditions used in other settlements for the collection of cultural minerals.

Appointment as an Advisory Committee to the Minister for Oceans and Fisheries

7.36. The Minister for Oceans and Fisheries will appoint the governance entity as an advisory committee under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 in relation to fisheries management. The specific sites/areas/catchments to which this committee relates will be agreed before initialling a deed of settlement.

7.37. The letters of recognition to be written by the Director-General of the Ministry for Primary Industries, as provided in clauses 6.37 and 6.38, will inform of the appointment of the governance entity as an advisory committee.

Cultural Materials Plan

- 7.38. The deed of settlement and settlement legislation will provide for:
 - 7.38.1. Mōkai Pātea and the Department of Conservation to jointly develop and agree a cultural materials plan within an agreed timeframe post settlement so Mōkai Pātea members may access public conservation land within the area of interest to take plant material and possess dead protected wildlife for non-commercial, cultural use; and
 - 7.38.2. the governance entity to issue written authorisations to iwi members to take plant materials and possess dead protected wildlife as agreed to in the cultural materials plan:
 - 7.38.2.1. from public conservation land within the area of interest; and
 - 7.38.2.2. without the requirement for a permit or other authorisation under existing legislation.

Proposed Conservation Act 1987 Reform May Require Modifying Certain Cultural Redress

- 7.39. The Crown is currently considering reform of concession processing and statutory management planning under the Conservation Act 1987.
- 7.40. The parties acknowledge that the final form of certain cultural redress may need to be modified to ensure consistency with such reform if a Bill is enacted for this purpose.
- 7.41. Where such reform results in material amendments required to the matters set out in clause 7.42, the Crown will enter into good faith negotiations with Mōkai Pātea as to alternative redress that is consistent with the aspirations set out in this agreement in principle.
- 7.42. This includes the following redress that may need modification:
 - 7.42.1. joint body's strategic advisory role on conservation matters, including statutory planning documents (as set out in clause 7.14.1);
 - 7.42.2. reserve management plan to be prepared by the joint body for its area of responsibility (as set out in clause 7.14.2);
 - 7.42.3. power and function of the joint body to decide certain concession applications (as set out in clause 7.14.3);

- 7.42.4. Director-General of Conservation's obligation to have regard for the joint body's advice when preparing, amending or reviewing a relevant conservation management strategy (as set out in clause 7.19);
- 7.42.5. concession decision-making framework (as set out in clauses 7.22 to 7.25); and
- 7.42.6. Mōkai Pātea statement of values to be attached to relevant conservation management strategies (as set out in clause 7.29).

Natural Resource and Cultural Redress Non-exclusive

7.43. The Crown may do anything that is consistent with the natural resource and cultural redress contemplated by this agreement in principle, including entering into, and giving effect to, another settlement that provides for the same or similar natural resource or cultural redress.

8. NGĀ WHAKATIKA PŪTEA: FINANCIAL AND COMMERCIAL REDRESS

General

- 8.1. All items of commercial redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
 - 8.1.1. the Crown confirming that any residual overlapping interest issues in relation to any item of commercial redress have been addressed to the satisfaction of the Crown; and
 - 8.1.2. any other conditions specified in the commercial redress tables provided below and set out in clauses 3.5, 3.10 and 12.2 of this agreement in principle.

Financial and Commercial Redress Amount

8.2. The deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the financial and commercial redress amount of \$55.000 million.

Potential Deferred Selection Properties

- 8.3. The deed of settlement is to provide that the governance entity may, during the deferred selection period referred to in Table 12 below, provide a written notice of interest to the Crown in purchasing any or all of the properties described in Table 12 below as potential deferred selection properties that the parties agree are to be deferred selection properties. The deed of settlement will provide for the effect of the written notice and will set out a process where the property is valued and may be acquired by the governance entity.
- 8.4. If a deferred selection property to be transferred to the governance entity is a leaseback deferred selection property, the deed of settlement is to provide that the property is to be leased back by the governance entity to the Crown
 - 8.4.1. on the terms and conditions provided by a registrable ground lease for that property (ownership of the improvements remaining unaffected by the purchase) incorporated in the deed of settlement; and
 - 8.4.2. in the case of a Crown leaseback that is not a school site, at its initial annual rent determined or agreed in accordance with the valuation process incorporated in the deed of settlement (plus GST, if any, on the amount so determined or agreed); or
 - 8.4.3. in the case of a Crown leaseback of a school site, at an initial annual rent based on an agreed rental percentage of the agreed transfer value, determined in accordance with the Crown leaseback (plus GST, if any, on the amount so determined).

8.5. A leaseback deferred selection property (or part of the property) will cease to be a leaseback deferred selection property if before receipt of a notice of interest the landholding agency notifies the Claims Trust or the governance entity as the case may be, that the property (or the relevant part of the property) has become surplus to its requirements.

Table 12 - Potential Deferred Selection Properties for Transfer

Property Name/Address	General Description/ Location*	Conditions of Transfer/ Specific Conditions Currently Known	Landholding Agency
Kimbolton School	Wellington Land District - Manawatu District 0.51 hectares, approximately, being Part Suburban Section 33 Township of Kimbolton. Balance record of title WN105/183 for the fee simple estate. 1.2 hectares, approximately, being Part Suburban Section 34 Township of Kimbolton and Part Town Section 82 Township of Kimbolton. Balance record of title WN530/131 for the fee simple estate. 0.0133 hectares, more or less, being Sections 104 and 105 Town of Kimbolton.	Two-year deferred selection period. Subject to Crown leaseback.	Ministry of Education
Mangaweka School	Wellington Land District - Rangitikei District 0.2024 hectares, more or less, being Sections 79 and 81 Town of Mangaweka. All proclamation 442242. 1.2216 hectares, more or less, being Section 106 Town of Mangaweka. All record of title 1134211 for an interest.	Two-year deferred selection period. Subject to Crown leaseback.	Ministry of Education

Property Name/Address	General Description/ Location*	Conditions of Transfer/ Specific Conditions Currently Known	Landholding Agency
Pukeokahu School	Wellington Land District - Rangitikei District 1.9779 hectares, more or less, being Lot 1 DP 1281. All record of title WN120/172 for the fee simple estate.	Two-year deferred selection period. Subject to Crown leaseback.	Ministry of Education
Taihape Area School	Wellington Land District - Rangitikei District 1.98 hectares, approximately, being Part Block IX Town of Taihape.	Two-year deferred selection period. Subject to Crown leaseback.	Ministry of Education
Taoroa School	Wellington Land District - Rangitikei District 1.0117 hectares, more or less, being Sections 37A and 38 Block XVI Ohinewairua Survey District. All record of title WN559/200 for the fee simple estate.	Two-year deferred selection period. Subject to Crown leaseback.	Ministry of Education
Waituna West School	Wellington Land District – Manawatu District 3.5005 hectares, more or less, being Section 20 Block XV Ongo Survey District. All record of title WN479/75 for the fee simple estate.	Two-year deferred selection period. Subject to Crown leaseback.	Ministry of Education
Kimbolton Police Station	Wellington Land District - Manawatu District 0.1012 hectares, more or less, being Lots 19 and 20 DP 650. All record of title WN96/215 for the fee simple estate. 0.0228 hectares, more or less, being Part Lot 21 DP 650. Balance Proclamation 4770.	Two-year deferred selection period. Subject to Crown leaseback.	New Zealand Police

Property Name/Address	General Description/ Location*	Conditions of Transfer/ Specific Conditions Currently Known	Landholding Agency
11760 – SH 54 Kiwitea	Wellington Land District – Manawatu District	Three-year deferred selection period.	Land Information New Zealand
	2.0670 hectares, more or less, being Part Section 53 Block VII Apiti Survey District.		
16916 – Mangaweka Deviation, SH 1 Mangaweka	Wellington Land District – Rangitikei District	Three-year deferred selection period.	Land Information New Zealand
	4.40 hectares, approximately, being Part Railway Land SO 14168.		
17777 – Land for Road realignment, off Ruahine Road	Wellington Land District – Manawatu District	Three-year deferred selection period.	Land Information New Zealand
	2.9026 hectares, more or less, being Lot 2 DP 31424. Part Transfer 555633.6.		
18941 – land adjoining Ruahine Road	Wellington Land District – Manawatu District	Three-year deferred selection period.	Land Information New Zealand
	2.1780 hectares, more or less, being Lot 2 DP 31711. Part Transfer 555633.6.		
12177 – Taihape Overbridge – Engineering Workshop,	Wellington Land District – Rangitikei District	Five-year deferred selection period.	Land Information New Zealand
Taihape	0.069 hectares, approximately, being Part Railway Land.		
15316 – Taihape Overbridge, Kiwi Road, Taihape	Wellington Land District - Rangitikei District	Five-year deferred selection period.	Land Information New Zealand
	0.078 hectares, approximately, being Part Railway Land.		
15317 – Carpark and adjoining land, Outback Road, Taihape	Wellington Land District – Rangitikei District	Five-year deferred selection period.	Land Information New Zealand
	0.055 hectares, approximately, being Part Railway Land.		

Property Name/Address	General Description/ Location*	Conditions of Transfer/ Specific Conditions Currently Known	Landholding Agency
29 Mataroa Road (SH1), Taihape (PF976)	Wellington Land District - Rangitikei District 0.1480 hectares, more or less, being Lot 7 DP 68211. All record of title WN36D/469 for the fee simple estate.	Two-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
31 Mataroa Road (SH1), Taihape (PF977)	Wellington Land District - Rangitikei District 0.1406 hectares, more or less, being Lot 8 DP 68211. All record of title WN36D/470 for the fee simple estate.	Two-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
33 Mataroa Road (SH1), Taihape (PF978)	Wellington Land District - Rangitikei District 0.1491 hectares, more or less, being Lot 9 DP 68211. All record of title WN36D/471 for the fee simple estate.	Two-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
35 Mataroa Road (SH1), Taihape (PF979)	Wellington Land District - Rangitikei District 0.1121 hectares, more or less, being Lot 10 DP 68211. All record of title WN36D/472 for the fee simple estate.	Two-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
37 Mataroa Road (SH1), Taihape (PF980)	Wellington Land District - Rangitikei District 0.1161 hectares, more or less, being Lot 11 DP 68211. All record of title WN36D/473 for the fee simple estate.	Two-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
39 Mataroa Road (SH1), Taihape (PF981)	Wellington Land District - Rangitikei District 0.1088 hectares, more or less, being Lot 12 DP 68211. All record of title WN36D/474 for the fee simple estate.	Two-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)

Property Name/Address	General Description/ Location*	Conditions of Transfer/ Specific Conditions Currently Known	Landholding Agency
41 Mataroa Road (SH1), Taihape (PF982)	Wellington Land District - Rangitikei District 0.0994 hectares, more or less, being Lot 13 DP 68211. All record of title WN36D/475 for the fee simple estate.	Two-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
45 Mataroa Road (SH1), Taihape (PF983)	Wellington Land District - Rangitikei District 0.0806 hectares, more or less, being Lot 15 DP 68211. All record of title WN36D/477 for the fee simple estate.	Two-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
47 Mataroa Road (SH1), Taihape (PF984)	Wellington Land District - Rangitikei District 0.0735 hectares, more or less, being Lot 16 DP 68211. All record of title WN36D/478 for the fee simple estate.	Two-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
49 Mataroa Road (SH1), Taihape (PF 985)	Wellington Land District - Rangitikei District 0.0802 hectares, more or less, being Lot 17 DP 68211. All record of title WN36D/479 for the fee simple estate.	Two-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
51 Mataroa Road (SH1), Taihape (PF 986)	Wellington Land District - Rangitikei District 0.0710 hectares, more or less, being Lot 18 DP 68211. All record of title WN36D/480 for the fee simple estate.	Two-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
57 Mataroa Road (SH1), Taihape (PF987)	Wellington Land District - Rangitikei District 0.0781 hectares, more or less, being Lot 21 DP 68211. All record of title WN36D/483 for the fee simple estate.	Two-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)

Property Name/Address	General Description/ Location*	Conditions of Transfer/ Specific Conditions Currently Known	Landholding Agency
59 Mataroa Road (SH1), Taihape (PF988)	Wellington Land District - Rangitikei District 0.1129 hectares, more or less, being Lot 22 DP 68211. All record of title WN36D/484 for the fee simple estate.	Two-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
32 Goldfinch Street, Taihape (PF1830)	Wellington Land District - Rangitikei District 0.0656 hectares, more or less, being Lot 4 DP 22284. All record of title 533810 for the fee simple estate.	Two-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
SH1, 17KM NE of Hunterville, Ōhingaiti (PF1831)	Wellington Land District - Rangitikei District 3.0110 hectares, more or less, being Section 16 SO 419725. All record of title 559413 for the fee simple estate.	Two-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
6324 SH 1, Mangaweka (PF 2051)	Wellington Land District - Rangitikei District 0.1315 hectares, more or less, being Sections 1, 2 and 3 SO 32206. All record of title 925558 for the fee simple estate.	Two-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
12 Raumaewa Road, Mangaweka (PF 2055)	Wellington Land District - Rangitikei District 0.8447 hectares, more or less, being Sections 101, 102, 103 and 104 Town of Mangaweka.	Two-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
2453-2549 Rangiwahia Road, Rangiwahia (PF1977)	Wellington Land District – Manawatu District 1.6187 hectares, more or less, being Sections 72, 73, 77 and 78 Township of Rangiwahia. All record	Three-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)

Property Name/Address	General Description/ Location*	Conditions of Transfer/ Specific Conditions Currently Known	Landholding Agency
	of title 673495 for the fee simple estate.		
	0.2023 hectares, more or less, being Part Section 79 Township of Rangiwahia. All record of title 669438 for the fee simple estate.		
Rauma Road, Taihape (Farm Area B-D), State Highway 1, Taihape (PF1979)	Wellington Land District - Rangitikei District 6.7760 hectares, more or less, being Part Section 89 Block XIV Ohinewairua Survey District. All record of title 449485.	Three-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
	5.7262 hectares, more or less, being Section 1 SO 34831 and Part Section 85 Block XIV Ohinewairua Survey District. All record of title 643581.		
	0.7165 hectares, more or less, Section 112 Block XIV Ohinewairua Survey District. All record of title 643582.		
41 and 45 Rauma Road, Taihape (Area A) (PF1980)	Wellington Land District Rangitikei District 6.8073 hectares, more or less, being Lot 2 DP 436879 and Section 88 Block XIV Ohinewairua Survey District. All record of title 536967 for the fee simple estate.	Three-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
27 Kuku Street, Taihape (PF461)	Wellington Land District - Rangitikei District 0.0506 hectares, more or less, being Part Section 15 Block VI Town of Taihape. Part Transfer 7335321.1.	Five-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)

Property Name/Address	General Description/ Location*	Conditions of Transfer/ Specific Conditions Currently Known	Landholding Agency
PF1514 Robin Street/Kaka Road, Taihape (PF1514)	Wellington Land District - Rangitikei District 0.2193 hectares, more or less, being Lot 1 DP 347792. All record of title 196222 for the fee simple estate.	Five-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)
Robin Street/Taihape Rly Stn, Taihape (PF1515)	Wellington Land District - Rangitikei District 0.0495 hectares, more or less, being Lot 1 DP 347794. All record of title 196225 for the fee simple estate.	Five-year deferred selection period.	Land Information New Zealand (Treaty Settlements Landbank)

^{*} The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown

School Sites

- 8.6. Transfer and leaseback of school sites will be subject to standard Ministry of Education policies and operational considerations. Transfer and leasebacks of school sites are for land only and are subject to an agreed registrable ground lease for the property with ownership of the improvements remaining unaffected by the transfer. Operational considerations, such as shared school sites or some Board of Trustees house site issues may mean a specific site can be available but would be subject to specific processes in the deed of settlement (or lease).
- 8.7. Availability of transfer and leaseback of Ministry of Education sites is subject to the lease for the deferred selection property being agreed one month prior to initialling a deed of settlement.

Right of First Refusal

- 8.8. The settlement documentation is to provide that
 - 8.8.1. the governance entity has a right of first refusal (an RFR) in relation to a disposal by the Crown of any of the land described in Table 13 below as potential RFR land that the parties agree is to be RFR land, and any disposal by the Crown of land within the exclusive RFR area if, on the settlement date, it is owned by the Crown; and
 - 8.8.2. the RFR will apply for a period of time equal to the length of time between the signing of te Tiriti o Waitangi/the Treaty of Waitangi on 6 February 1840 and initialling a deed of settlement.

- 8.9. The exclusive RFR area (refer to Map 34 in Attachment 2) is provisional, has yet to be finalised, and is subject to the resolution of overlapping interests between Mōkai Pātea and other groups.
- 8.10. For the avoidance of doubt, the exclusive RFR area will, subject to finalisation, apply over parts of the Waiouru Military Training Area. However, the New Zealand Defence Force consider it unlikely that disposal would arise due to the current and projected future use of the land.

Table 13 – Potential RFR Land

Property Name	General Description/ Location*	Landholding Agency
Taihape Volunteer Fire Brigade	33 Kuku Street, Taihape	Fire and Emergency New Zealand
Mangaweka Volunteer Fire Brigade	20 Broadway, Mangaweka	Fire and Emergency New Zealand
Rangiwahia Volunteer Fire Brigade	1 Maungawharariki Street, Rangiwahia	Fire and Emergency New Zealand
Kimbolton Volunteer Fire Brigade	2872 Kimbolton Road, Kimbolton	Fire and Emergency New Zealand
Taihape Rural Health Centre	3 Hospital Road, Taihape	Health New Zealand – Te Whatu Ora
Lot 1 DP 581656 and ½ Share in Lot 3 DP 581656	Taihape	Kāinga Ora – Homes and Communities
Lot 2 DP 581656 and ½ Share in Lot 3 DP 581656	Taihape	Kāinga Ora – Homes and Communities
Lot 26 DP 15340	Taihape	Kāinga Ora – Homes and Communities
Lot 25 DP 25143	Taihape	Kāinga Ora – Homes and Communities
Lot 24 DP 25143	Taihape	Kāinga Ora – Homes and Communities
Section 6 Block XIII Town of Taihape	Taihape	Kāinga Ora – Homes and Communities
Lot 9 DP 34768	Taihape	Kāinga Ora – Homes and Communities
Lot 4 DP 34768	Taihape	Kāinga Ora – Homes and Communities
Lot 8 DP 34768	Taihape	Kāinga Ora – Homes and Communities
Lot 1 DP 16087	Hunterville	Kāinga Ora – Homes and Communities
Part Awarua 4A3C4E	Taihape	KiwiRail
Part Lot 3 DP 3193, Part Sections 44 and 55 Block XIII Ohinewairua SD	Taihape	KiwiRail
Parts Lot 8 DP 3193	Taihape	KiwiRail

Property Name	General Description/ Location*	Landholding Agency
Section 2 SO 36275	Taihape	KiwiRail
Part Section 72 Block XIV Ohinewairua SD	Taihape	KiwiRail
Parts Section 73 Block XIV Ohinewairua SD	Taihape	KiwiRail
Parts Section 214 Block XIV Ohinewairua SD	Taihape	KiwiRail
Parts Section 85 Block XIV Ohinewairua SD	Taihape	KiwiRail
Lot 1 DP 24577, Section 9 Block II Hautapu SD	Taihape	KiwiRail
Section 84 Block VI Hautapu SD, Part Lot 1 DP 10885, Parts Awarua 4C6	Taihape	KiwiRail
Parts Awarua 4C3	Mangaweka	KiwiRail
Section 1 SO 33590, Section 1 SO 33615, Part Awarua 1A2West A	Mangaweka	KiwiRail
Section 2 SO 33590, Parts Section 1 Block VI Hautapu SD	Mangaweka	KiwiRail
Sections 1 and 2 SO 32660, Sections 1, 2, 3, 4 and 5 SO 32662, Sections 1, 2 and 3 SO 32663, Part Sections 80 and 81 Block X Hautapu SD	Mangaweka	KiwiRail
Part Section 19 Block X Hautapu SD	Mangaweka	KiwiRail
Part Section 73 Block X Hautapu SD	Mangaweka	KiwiRail
Part Section 108 Block X Hautapu SD	Mangaweka	KiwiRail
Part Sections 64,65 and 66 Block X Hautapu SD (N on SO 31962)	Mangaweka	KiwiRail
Part Section 64 Block X Hautapu SD (F on SO 32523)	Mangaweka	KiwiRail
Parts Section 63 Block X Hautapu SD, Parts Section 53 Mangaweka Suburban, Closed Road SO 31604, Closed Road SO 32523	Mangaweka	KiwiRail
Part Sections 59, 60, 61 and 62, and Parts Sections 65, 66 and 68 Mangaweka Suburban, Road SO 32522 and SO 32773	Mangaweka	KiwiRail
Part Sections 3, 4, 5, 6, 7, 8 and 9 Block II Town of Mangaweka North	Mangaweka	KiwiRail
Parts Sections 2, 4, 7, 9, 11 and 13 Block III Town of Mangaweka North, Part Sections 5 and 6 Block III Town of Mangaweka North, Road SO 32772, Parts Kereru Street SO 31601, Parts Kakariki Street SO 32521, Part	Mangaweka	KiwiRail

Property Name	General Description/ Location*	Landholding Agency
Sections 1 and 54 Block II Mangaweka Suburban, Part Section 3 Town of Mangaweka North		
Part Section 118 Mangaweka Suburban	Mangaweka	KiwiRail
Part Lot 1 DP 922	Mangaweka	KiwiRail
Part Sections 41, 43, 45, 47 and 49 Town of Mangaweka	Mangaweka	KiwiRail
Road SO 32354	Broadway, Mangaweka	KiwiRail
Part Sections 33, 35 and 39 and Parts Section 37 Town of Mangaweka	Mangaweka	KiwiRail
Road SO 32354	Kawakawa Street, Mangaweka	KiwiRail
Part Section 114, Parts Sections 115 and 116 Mangaweka Suburban	Mangaweka	KiwiRail
Part Section 113 Mangaweka Suburban	Mangaweka	KiwiRail
Part Sections 108 and 112 Mangaweka Suburban	Mangaweka	KiwiRail
Road SO 32353	Broadway, Mangaweka	KiwiRail
Lot 2 DP 7889	Mangaweka	KiwiRail
Part Lots 1, 3 and 4 DP 1259, Part Lots 1 and 3 DP 7889	Mangaweka	KiwiRail
Part Sections 44, 45, 46 and 47 Mangaweka Suburban	Mangaweka	KiwiRail
Part Section 43A Mangaweka Suburban	Mangaweka	KiwiRail
Road SO 32353	Te Kapua Road, Mangaweka	KiwiRail
Part Section 5 Block X Hautapu SD	Mangaweka	KiwiRail
Part Section 32 Mangaweka Suburban	Mangaweka	KiwiRail
Part Section 17 Block IX Hautapu SD	Mangaweka	KiwiRail
Part Lot 4 DP 3964	Mangaweka	KiwiRail
Part Section 11 Makohine Village	Hunterville	KiwiRail
Part Lots 8 and 9 DP 286	Hunterville	KiwiRail
Part Taraketi 1A	Hunterville	KiwiRail
12017 – Murimotu Road, Paraekaretu	Hunterville	Land Information New Zealand
11754 – Williams Road (Martins Block), Rangiwahia	Rangiwahia	Land Information New Zealand
12182 – 10 Station Road - Residence site	Hunterville	Land Information New Zealand

Property Name	General Description/ Location*	Landholding Agency
11757 – Rangiwahia Road, Kimbolton	Kimbolton	Land Information New Zealand
11756 – SH 54 Kimbolton	Kimbolton	Land Information New Zealand
11755 – SH 54, Kimbolton	Kimbolton	Land Information New Zealand
11758 – Rangiwahia Road, Kimbolton	Kimbolton	Land Information New Zealand
11939 – Mangapipi West Road, Mangapipi	Mangapipi	Land Information New Zealand
11765 – Dick Road, Kimbolton	Kimbolton	Land Information New Zealand
11767 – Kiwitea-Taupae Road, Kimbolton	Kimbolton	Land Information New Zealand
11768 – SH 54 Kimbolton	Kimbolton	Land Information New Zealand
11763 – Dick Road, Kimbolton	Kimbolton	Land Information New Zealand
11931 – Taupae Road, Kiwitea	Feilding	Land Information New Zealand
11769 – Dick Road, Kimbolton	Kimbolton	Land Information New Zealand
11770 - Dick Road, Kimbolton	Kimbolton	Land Information New Zealand
11764 – Dick Road, Kimbolton	Kimbolton	Land Information New Zealand
11771 – Dick Road, Kimbolton	Kimbolton	Land Information New Zealand
11772 – Rangiwahia Road, SH 54, Kiwitea	Kimbolton	Land Information New Zealand
11774 – SH 54 Kimbolton	Kimbolton	Land Information New Zealand
11962 – Chelten-Hunterville Road, Waitapu	Feilding	Land Information New Zealand
11773 – Apiti Road, Kiwitea	Kimbolton	Land Information New Zealand
11760 – SH 54 Kiwitea	Kimbolton	Land Information New Zealand
2453-2549 Rangiwahia Road, Rangiwahia (PF1977)	Rangiwahia	Land Information New Zealand (Treaty Settlements Landbank)
Kawhatau Outdoor Education Centre	Kawhatau	Ministry of Education
Kimbolton School	Kimbolton	Ministry of Education

Property Name	General Description/ Location*	Landholding Agency
Waituna West School	Feilding	Ministry of Education
Kimbolton Station	Kimbolton	New Zealand Police
River Diversion SH1	Taihape	New Zealand Transport Agency Waka Kotahi
Cnr SH1 and Spooners Hill Road	Taihape	New Zealand Transport Agency Waka Kotahi
SH 1 Segregation Strip; Title 184543-4	Taihape	New Zealand Transport Agency Waka Kotahi
Part Motukawa 2B5B1 and 2B15A, Parts Lot 1 DP 3484 Purposes of Road GN 638640	Taihape	New Zealand Transport Agency Waka Kotahi
Segregation Strip SH 1: Title 178044	Taihape	New Zealand Transport Agency Waka Kotahi
SH 1 Segregation Strip: Title 178047	Taihape	New Zealand Transport Agency Waka Kotahi
SH 1 Segregation Strip: Title 165143	Taihape	New Zealand Transport Agency Waka Kotahi
Segregation Strip SH 1: Title 165142	Taihape	New Zealand Transport Agency Waka Kotahi
Purposes of a Road SO 25815	Taihape	New Zealand Transport Agency Waka Kotahi
Purposes of a Road SO 25814	Taihape	New Zealand Transport Agency Waka Kotahi
Purposes of a Road SO 25813	Taihape	New Zealand Transport Agency Waka Kotahi
Purposes of a Road SO 25812	Taihape	New Zealand Transport Agency Waka Kotahi
Mataroa Road (SH 1) Road Taking	Taihape	New Zealand Transport Agency Waka Kotahi
Mataroa Road (SH 1) Road Takings Sections 9, 12, and 14 SO 38318	Taihape	New Zealand Transport Agency Waka Kotahi
Hautapu Street (SH 1)	Taihape	New Zealand Transport Agency Waka Kotahi
SH1 land near Utiku South Road	Taihape	New Zealand Transport Agency Waka Kotahi
Section 25 Block VI Hautapu SD	Mangaweka	New Zealand Transport Agency Waka Kotahi
Part Section 38 Block X Hautapu	Mangaweka	New Zealand Transport Agency Waka Kotahi
Section 1 SO 37147	Mangaweka	New Zealand Transport Agency Waka Kotahi
Segregation Strip SH1/Alexander Street, Ōhingaiti	Ōhingaiti	New Zealand Transport Agency Waka Kotahi

Property Name	General Description/ Location*	Landholding Agency
Segregation Strip SH1/Bell Street, Õhingaiti	Ōhingaiti	New Zealand Transport Agency Waka Kotahi
Part Section 109 Block VII Ongo SD, Section 49 SO 38361	Hunterville	New Zealand Transport Agency Waka Kotahi
Part Section 8 Hapopo Block DP 286	Hunterville	New Zealand Transport Agency Waka Kotahi

^{*} The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown

Shared Right of First Refusal with Ngāti Rangi

- 8.11. The settlement documentation is to provide that -
 - 8.11.1. the governance entity and Te Tōtarahoe o Paerangi Trust (the post-settlement governance entity of Ngāti Rangi) have a shared RFR in relation to a disposal of land defined as "shared RFR land" in the Ngāti Rangi Claims Settlement Act 2019, which is the land listed in Table 14 below that on the date the RFR commences is vested in the Crown or is held in fee simple by the Crown;
 - 8.11.2. the RFR is for a period of 177 years from the date that the RFR commences;
 - 8.11.3. the RFR for Te Tōtarahoe o Paerangi commences on the date that is the earlier of
 - 8.11.3.1. the date that is 10 years after the settlement date under the Ngāti Rangi Claims Settlement Act 2019, which is 26 September 2029; and
 - 8.11.3.2. the settlement date;
 - 8.11.4. the RFR for the governance entity becomes operative for the governance entity on the settlement date; and
 - 8.11.5. if the RFR commences but the settlement date has not occurred, then any RFR offer will not be made to the governance entity until the settlement date has occurred.
- 8.12. The parties acknowledge that inter-iwi relationship accords have been entered into between Mōkai Pātea and Ngāti Rangi (Ngā Mātia o Te Waiū Accord) and between Mōkai Pātea, Ngāti Rangi and Ngāti Tūwharetoa (Te Waiū Accord).

Table 14 - Shared RFR Land

Landholding Agency/Property ID	Property Name/Address	General Description/Location
The following list is all lar Block	nd administered by the l	New Zealand Defence Force within Rangipo-Waiu 2
New Zealand Defence Force	North of Waiouru	2046.07 hectares, approximately, being Part Rangipo Waiu 2B2, Rangipo Waiu 2B1A, 2B18, 2B1C, 2B1D, 2B1E, 2B3 and 2B4. Part Proclamation 489945.
New Zealand Defence Force	North of Waiouru	Part Subdivision 1 Run 1 SO 20875. Refer to Map 35 in Attachment 2.
New Zealand Defence Force	North of Waiouru	Part Section 5 SO 418934. Part Proclamation 2850.
		Refer to Area K on Map 36 in Attachment 2.
The following list is all lar Block	nd administered by the l	New Zealand Defence Force within Rangipo-Waiu
New Zealand Defence Force	East of Waiouru	Part Section 5 SO 418934. Part Proclamation 2850.
		Refer to Area L on Map 36 in Attachment 2.
New Zealand Defence Force	East of Waiouru	Part Subdivision 4 Run 1 SO 18808. Part Proclamation 2850.
		Refer to Map 37 in Attachment 2.
New Zealand Defence Force	East of Waiouru	Part Run 4 SO 20899. Part Proclamation 3255.
		Refer to Map 38 in Attachment 2.
New Zealand Defence Force	East of Waiouru	Part Subdivision 1 Run 3 SO 18808. Part Proclamation 2850.
		Refer to Map 39 in Attachment 2.
New Zealand Defence Force	East of Waiouru	Part Rangipo Waiu A Part.
		Refer to Map 40 in Attachment 2.
New Zealand Defence Force	East of Waiouru	5888.18 hectares, approximately, being Subdivision 2 and 3 Run 3 SO 18808. Part Proclamation 2850.

9. NGĀ WHENUA MOTU: LANDLOCKED LANDS

Background

- 9.1 Māori currently retain about 14 per cent of the land within the Taihape Rangitīkei Inquiry district. More than 70 per cent of the lands retained by Māori in this area are landlocked.³ This is much higher than the national average, which is estimated to be about 20 per cent.
- 9.2 The Crown's Native Land Laws regime contributed to landlocking, and the resulting individualisation of Māori land tenure which made lands more susceptible to partition, fragmentation and alienation. Within the Mōkai Pātea area of interest, the process by which land was partitioned and then sold (both to the Crown and private individuals) has left many blocks without legal and/or physical access.
- 9.3 The inability to access whenua impacts not only the ability to draw economic benefit from it, but also negatively affects cultural connections, associated cultural practices, and by extension the well-being of traditional owners. The Crown has acknowledged that the iwi of Mōkai Pātea are virtually landless.
- 9.4 Landlocked lands in the Mōkai Pātea area of interest are surrounded variously by other Māori freehold land, Crown-owned lands, and (mainly) private lands. In the Taihape district, the uses to which adjoining Crown-owned lands are put (mainly defence and conservation) present their own challenges for creating access.
- 9.5 The topography of the Taihape highlands makes practical access to some landlocked parcels difficult, often over long distances and challenging terrain, heightening the need for effective relationships with neighbouring landowners, both Crown and private.

Addressing Landlocked Lands

- 9.6 In negotiations, the Crown and Mōkai Pātea have been discussing ways to facilitate the unlocking of Māori land in the area of interest where the landowners seek that.
- 9.7 It is acknowledged by the parties that securing access to a landlocked block requires site-specific project management through multi-staged steps, including: options assessment; negotiation with adjoining owners; district plan considerations and consenting; engineering and construction; and ultimately, if negotiations fail, consideration of seeking a court access order. All of these steps have associated costs.
- 9.8 It is agreed that the issue of landlocked lands requires creative engagement by the Crown and the Claims Trust as to what support might be made available to owners of landlocked Māori land blocks in the rohe to engage and negotiate access with other stakeholders including iwi rūnanga, local territorial authorities and Crown and private adjoining landowners. As part of this engagement the Crown and the Claims Trust acknowledge

³ Only general land which has been retained by Māori is included in these figures.

- the importance of ensuring that potential outcomes align with those of the landowners who are part of the Mōkai Pātea Nui Tonu claimant community.
- 9.9 Due to the complexity of landlocked lands, the Crown and the Claims Trust have agreed that solutions will need to be pursued both inside and outside the settlement process, including long-term post-settlement solutions.
- 9.10 The Crown and the Claims Trust have agreed three main aspects to be explored between this agreement in principle and the deed of settlement:
 - 9.10.1 Treaty settlement arrangements: redress and relationships negotiated within the Mōkai Pātea Treaty settlement, with a particular focus on those agencies that are relevant to the landlocked lands:
 - 9.10.2 National Policy Development: engagement with the Crown in relation to national-level policy initiatives (if any) relating to landlocked Māori land the Crown is leading or co-leading; and
 - 9.10.3 Local aspect: exploring ways to maximise the efficacy of existing initiatives and relationships for the Mōkai Pātea rohe.
- 9.11 Each of these three aspects is described in more detail in clauses 9.12 to 9.14 below.

Treaty Settlement Arrangements

- 9.12 The Crown and the Claims Trust have agreed the Mōkai Pātea settlement will address landlocked lands in the following ways:
 - 9.12.1 through the provision of financial redress in the settlement of Mōkai Pātea Treaty of Waitangi claims, which includes those relating to landlocked land issues;
 - 9.12.2 apology redress comprising an historical account, Crown acknowledgements and a Crown apology;
 - 9.12.3 relationship redress with relevant agencies that identifies landlocked lands as a priority for Mōkai Pātea;
 - 9.12.4 exploring formalised access arrangements over lands administered by Crown agencies (such as the Department of Conservation, Land Information New Zealand, New Zealand Defence Force) through the creation of land-based access routes and/or relationship-based access agreements. The Crown and the Claims Trust agree that early engagement will need to occur with relevant Māori landowners and representative trusts in respect of any proposed access arrangements; and
 - 9.12.5 any other measures as may be agreed and possible following the engagement with other relevant stakeholders outlined in clause 9.12.4.

National Policy Development

- 9.13 The provision of redress through the Mōkai Pātea settlement, or the commitment to engage with agencies to seek solutions in respect of landlocked lands, are not intended to replace the outcomes of any national policy initiatives that may be developed relating to landlocked land within the area of interest nor imply that the Crown's commitment to address landlocked lands has been met.
- 9.14 When the Crown undertakes any national-level policy initiatives relating to landlocked Māori-owned land, it will engage with either the Claims Trust or the governance entity in relation to those initiatives.
- 9.15 For the avoidance of doubt, this does not prevent the Crown from also engaging with other Mōkai Pātea Nui Tonu entities, members of the Mōkai Pātea Nui Tonu claimant community, or any other stakeholders, in relation to national-level policy initiatives relating to landlocked Māori-owned land.

Local Aspect

- 9.16 In respect of effective engagement with relevant stakeholders in 9.12.4., the Crown has agreed to, between the agreement in principle and deed of settlement, undertake a specific workstream with the Claims Trust to identify potential solutions to landlocked lands within the Mōkai Pātea rohe, which could include:
 - 9.16.1 specific access arrangements as noted above in clause 9.12.4;
 - 9.16.2 hosting hui along with the Claims Trust, with relevant agencies, and potentially other stakeholders, to identify possible solutions to the landlocked lands issue;
 - 9.16.3 opportunities to co-ordinate existing funding or advisory programmes to assist Māori owners of landlocked land within the Mōkai Pātea rohe, including assisting landowners to access existing funds;
 - 9.16.4 exploring the Claims Trust aspiration for the establishment of a dedicated fund from which Māori owners of landlocked land within the Mōkai Pātea Area of Interest can seek support for costs associated with securing access;
 - 9.16.5 identifying other agencies who may contribute to any solutions for the Māori owners of landlocked land: and
 - 9.16.6 identifying avenues for engaging with local government to explore opportunities to facilitate access.
- 9.17 Landlocked lands abutting the Ruahine Forest Park, and Te Koau A Block in particular, will be a case study exploring arrangements to provide access across public conservation land in Mökai Pätea's area of interest.

10. WHANAUNGATANGA: OVERLAPPING INTERESTS PROCESS

Process for Resolving Overlapping Interests

- 10.1 The development of this agreement in principle has been informed by the overlapping interests process set out in Table 15 in attachment 1, which the parties agreed to implement following the signing of the terms of negotiation specified at clause 1.28.
- 10.2 The Crown is ultimately responsible and accountable for the overall overlapping interests process and it must act in accordance with its Treaty obligations. The following Treaty principles underpin the Crown's approach to addressing overlapping interests
 - 10.2.1 Partnership: Māori and the Crown have a duty to act reasonably and in good faith towards each other. This requires early and open engagement with all groups that have interests and associations in the settling group's area of interest, including those who have already settled with the Crown and those groups yet to settle (whether in negotiations or yet to enter negotiations);
 - 10.2.2 *Protection:* the Crown seeks to ensure it actively protects the interests of all groups, including overlapping groups and the settling group. The Crown seeks to actively preserve and promote amicable relations with, and between groups, and aims to minimise any damage to relationships; and
 - 10.2.3 Redress: In making decisions about redress, the Crown needs to understand how its actions might affect the interests of the settling group and the interests of overlapping groups. In doing so, the Crown must be conscious of the need to avoid the creation of fresh injustice and the need to maintain capacity to provide appropriate redress in future negotiations. The Crown aims to reach fair and appropriate settlements relative to Treaty settlements already completed by considering a range of factors.
- 10.3 Following the signing of this agreement in principle, parties will work together with overlapping groups to resolve any remaining overlapping interest matters.
- 10.4 The process for resolving remaining overlapping interest matters post-signing of the agreement in principle is set out in Table 15 in attachment 1.
- 10.5 The Crown will seek to give effect to any agreement reached between Mōkai Pātea and overlapping groups about redress, subject to:
 - 10.5.1 consideration of Treaty settlement policy; and
 - 10.5.2 the Crown making the final decision about what redress to offer to Mōkai Pātea to settle their historical claims.
- 10.6 If after parties working together, the overlapping interest matters remain unresolved, the Crown may, as a last resort, have to make a decision about whether to confirm or amend the offer of the redress for inclusion in the deed of settlement. In reaching any decisions on overlapping interests, the Crown is guided by the Treaty principles (summarised above), the Crown settlement principles and guidelines and the 2021 overlapping interests policy statement which are available on the all-of-government website at https://whakatau.govt.nz/te-tira-kurapounamu-treaty-settlements/the-red-book.

11. NGĀ WĀHANGA TĀKE: INTEREST AND TAX

Interest

- 11.1 The deed of settlement is to provide for the Crown to pay the governance entity, on the settlement date, interest on the financial and commercial redress amount specified in clause 8.2
 - 11.1.1 for the period
 - (a) beginning on the date of this agreement in principle; and
 - (b) ending on the day before the settlement date; and
 - 11.1.2 at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.
- 11.2 The interest is to be -
 - 11.2.1 subject to any tax payable; and
 - 11.2.2 payable after withholding any tax required by legislation to be withheld.

Tax

- 11.3 Subject to the Minister of Finance's consent, the deed of settlement is to provide that the Crown must indemnify the governance entity for any GST or income tax payable in respect of the provision of Crown redress.
- 11.4 The governance entity agrees that neither it, nor any other person, will claim with respect to the provision of Crown redress
 - 11.4.1 an input credit for GST purposes; or
 - 11.4.2 a deduction for income tax purposes.

12. TE ARA WHAKAMUA: NEXT STEPS

Disclosure Information

12.1 The Crown will, as soon as reasonably practicable, prepare and provide to Mōkai Pātea disclosure information in relation to each potential cultural redress property.

Resolution of Final Matters

- 12.2 The parties will work together to agree, as soon as reasonably practicable, all matters necessary to complete the deed of settlement, including agreeing on or determining as the case may be
 - 12.2.1 the terms of the -
 - (a) historical account; and
 - (b) Crown's acknowledgements and apology; and
 - the cultural redress properties, the deferred selection properties, the RFR land from the potential properties or land provided in the relevant table, and if applicable, any conditions that will apply; and
 - 12.2.3 the terms of a registrable ground lease for any leaseback property; and
 - 12.2.4 official geographic names; and
 - the terms of the following (which will, where appropriate, be based on the terms provided in recent settlement documentation):
 - (a) the cultural redress; and
 - (b) the right to purchase a deferred selection property, including the process for determining its market value and if it is a leaseback property that is not a school site, its initial annual rent; and
 - (c) the RFR, including the circumstances in which RFR land may be disposed of without the RFR applying; and
 - (d) the tax indemnity; and
 - 12.2.6 the following documents:
 - (a) the statement of Mōkai Pātea values and the protection principles in relation to the overlay classification areas; and
 - (b) Mōkai Pātea statements of association for each of the statutory areas;

- (c) the deeds of recognition; and
- (d) the protocol; and
- (e) the conservation relationship agreement; and
- (f) the partnership agreement with the New Zealand Defence Force; and
- (g) other relationship agreements; and
- (h) letters of introduction; and
- (i) letter of recognition; and
- (j) Whakaaetanga Tiaki Taonga; and
- (k) the settlement legislation; and
- all other necessary matters, including any natural resources arrangements that may be negotiated over the Rangitīkei River and matters listed in clause 3.9.
- 12.3 Consistent with the commitments made by the Claims Trust in the Deed of Mandate, the Claims Trust will continue to ensure that in the period between this agreement in principle and the deed of settlement, redress in relation to Pokopoko will be negotiated by the Claims Trust with Ngāti Paki descendants in accordance with Ngāti Paki tikanga.

Development of Governance Entity and Ratification Process

- 12.4 Mōkai Pātea will, as soon as reasonably practicable after the date of this agreement, and before the signing of a deed of settlement
 - 12.4.1 form a single governance entity that the Crown is satisfied meets the requirements of clause 13.1.2(a); and
 - 12.4.2 develop a ratification process referred to in clause 13.1.2(a)(i) that is approved by the Crown.

13. NGĀ HEIPŪTANGA: CONDITIONS

Entry into Deed of Settlement Conditional

- 13.1 The Crown's entry into the deed of settlement is subject to -
 - 13.1.1 Cabinet agreeing to the settlement and the redress; and
 - 13.1.2 the Crown being satisfied Mōkai Pātea has -
 - (a) established a governance entity that
 - (i) is appropriate to receive the redress; and
 - (ii) provides, for Mōkai Pātea, -
 - (I) appropriate representation; and
 - (II) transparent decision-making and dispute resolution processes; and
 - (III) full accountability; and
 - (b) approved, by a ratification process approved by the Crown,
 - (i) the governance entity to receive the redress; and
 - (ii) the settlement on the terms provided in the deed of settlement; and
 - (iii) signatories to sign the deed of settlement on Mōkai Pātea's behalf.

Settlement Legislation

- 13.2 The deed of settlement is to provide that following the signing of the deed of settlement the Crown will propose a draft settlement Bill for introduction to the House of Representatives.
- 13.3 This draft settlement Bill will provide for all matters for which legislation is required to give effect to the deed of settlement.
- 13.4 The draft settlement Bill must:
 - 13.4.1 comply with the drafting standards and conventions of the Parliamentary Counsel Office for Government Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and
 - 13.4.2 be in a form that is satisfactory to Mōkai Pātea and the Crown.

13.5 The deed of settlement is to provide that Mōkai Pātea and the governance entity must support the passage of the draft settlement Bill through Parliament.

Settlement Conditional on Settlement Legislation

13.6 The deed of settlement is to provide that the settlement is conditional on settlement legislation coming into force although some provisions may be binding on and from the date the deed of settlement is signed.

14. NGĀ KUPU WHĀNUI: GENERAL

Nature of this Agreement in Principle

- 14.1 This agreement in principle -
 - 14.1.1 is entered into on a without prejudice basis; and
 - in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal; and
 - 14.1.3 is non-binding; and
 - 14.1.4 does not create legal relations.

Termination of this Agreement in Principle

- 14.2 The Crown or the mandated negotiators, on behalf of Mōkai Pātea, may terminate this agreement in principle by notice to the other.
- 14.3 Before terminating this agreement in principle, the Crown or the mandated negotiators, as the case may be, must give the other at least 20 business days notice of an intention to terminate.
- 14.4 This agreement in principle remains without prejudice even if it is terminated.

Definitions

- 14.5 In this agreement in principle -
 - 14.5.1 the terms defined in the definitions schedule have the meanings given to them by that schedule; and
 - 14.5.2 all parts of speech, and grammatical forms, of a defined term have a corresponding meaning.

Interpretation

- 14.6 In this agreement in principle -
 - 14.6.1 headings are not to affect its interpretation; and
 - 14.6.2 the singular includes the plural and vice versa.
- 14.7 Provisions in -
 - 14.7.1 the schedules to this agreement in principle are referred to as paragraphs; and
 - 14.7.2 other parts of this agreement are referred to as clauses.

SIGNED on day of

SIGNED for and on behalf of THE CROWN by -

The Minister for Treaty of Waitangi Negotiations in the presence of -

Hon Paul Jonathan Goldsmith

WITNESS

Name:

Occupation: Oire 6

Address:

SIGNED for and on behalf of Mōkai Pātea Waitangi Claims Trust

Barbara Ball, Chair,

Mōkai Pātea Waitangi Claims Trust

Ngaire-Anne Kauika-Stevens, Tumu Mōkai,

Mokai Pātea Waitangi Claims Trust

Kushla Okano, Trustee,

Mōkai Pātea Waitangi Claims Trust

Maraea Bellamy, Trustee,

Mōkai Pātea Waitangi Claims Trust

Moira Raukawa-Haskell, Trustee,

Mōkai Pātea Waitangi Claims Trust

Peter Fraser, Trustee,

Mōkai Pātea Waitangi Claims Trust

Robert Martin, Trustee,

Mōkai Pātea Waitangi Claims Trust

Dr Te Rina Warren, Trustee,

Mōkai Pātea Waitangi Claims Trust

Thomas Curtis, Trustee,

Mōkai Pātea Waitangi Claims Trust

Richard Steedman, Strategic Advisor & Lead Negotiator,

Mōkai Pātea Waitangi Claims Trust

Che Wilson, Negotiator,

Mōkai Pātea Waitangi Claims Trust

Piki Te Ora Hiroa, Negotiator,

Mōkai Pātea Waitangi Claims Trust

Utiku Potaka, Negotiator,

1 Bellany

Mōkai Pātea Waitangi Claims Trust

Heather Gifford, Chair,

Te Rūnanga o Ngāti Hauiti

NGĀ RĀRANGI ĀPITI: SCHEDULES

1. NGĀ WHAKAMĀRAMA: DEFINITIONS

Historical Claims

- 1.1. The deed of settlement will provide that **historical claims**
 - 1.1.1. means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that the settling group, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that
 - (a) is, or is founded on, a right arising -
 - (i) from the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law, including aboriginal title or customary law; or
 - (iv) from fiduciary duty; or
 - (v) otherwise; and
 - (b) arises from, or relates to, acts or omissions before 21 September 1992 -
 - (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation; and
 - 1.1.2. includes every claim to the Waitangi Tribunal to which clause 1.1.1 applies that relates exclusively to the settling group or a representative entity, including the following claims:
 - (a) Wai 385 Township of Potaka (now Utiku) claim;
 - (b) Wai 581 Ngāti Hauiti claim;
 - (c) Wai 588 Kaimanawa Wild Horses Range claim;
 - (d) Wai 647 Awarua Block 4A1 claim;
 - (e) Wai 662 Mangaohāne No 1 Block claim;
 - (f) Wai 1639 Descendants of Mōkai Pātea (Cribb) claim;
 - (g) Wai 1705 Mōkai Pātea Claims Committee claim;

- (h) Wai 1868 Ōruamatua Kaimanawa Block (Hoet) claim;
- (i) Wai 1888 Ngāti Whitikaupeka (Halbert) claim;
- (j) Wai 2091 Māori Mental Health (Tangiahua) claim; and
- 1.1.3. includes every other claim to the Waitangi Tribunal to which clause 1.1.1 applies, so far as it relates to the settling group or a representative entity, including the following claims:
 - (a) Wai 37 The Ōkahukura Block claim;
 - (b) Wai 263 Te Kōau Block & Ruahine Ranges claim;
 - (c) Wai 378 Owhaoko C3B Block claim;
 - (d) Wai 382 Kaweka Forest Park & Ngaruroro River claim;
 - (e) Wai 400 Ahuriri Block claim;
 - (f) Wai 401 Renata Kawepō Estate claim;
 - (g) Wai 933 Lake Rotoaira & Wairehu Stream claim;
 - (h) Wai 1196 Tongariro Power Development Scheme Lands claim;
 - (i) Wai 1632 Raketapauma (Descendants of Ropoama Pohe) claim;
 - (j) Wai 1835 Ngāti Paki & Ngāti Hinemanu (Winiata, Lomax, Cross & Teariki) claim; and
 - (k) Wai 2157 Te Wai Nui a Rua (Ranginui & Ranginui-Tamakehu) claim;
- 1.2 However, **historical claims** does not include the following claims
 - 1.2.1 a claim that a member of Mōkai Pātea Nui Tonu, or a whānau, hapū, or group referred to in clause 1.4.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 1.4.1; or
 - 1.2.2 a claim of Ngāti Hinemanu to the extent that the claim relates to interests of Ngāti Hinemanu that are derived through the ancestor Taraia; or
 - 1.2.3 a claim of Ngāti Honomōkai to the extent that the claim relates to interests of Ngāti Honomōkai that are derived through the ancestor Taraia; or
 - 1.2.4 a claim of Ngāi Te Upokoiri to the extent that the claim relates to interests of Ngāi Te Upokoiri that are derived through the ancestor Te Upokoiri I; or

- 1.2.5 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 1.2.1.
- 1.3 To avoid doubt, clause 1.1.1 is not limited by clauses 1.1.2 or 1.1.3.

Mōkai Pātea Nui Tonu

- 1.4 The deed of settlement will provide that **Mōkai Pātea Nui Tonu** or the **settling group** means
 - 1.4.1 the collective group composed of individuals who descend from a Mōkai Pātea Nui Tonu ancestor; and
 - every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 1.4.1, including the following descent groups:
 - (a) Ngāti Hauiti
 - (b) Ngāti Whitikaupeka
 - (c) Ngāti Tamakōpiri
 - (d) Ngāi Te Ohuake
 - (e) Ngāti Hinemanu [shared]
 - (f) Ngāti Paki
 - (g) Ngāti Hau
 - (h) Ngāti Tamakorako
 - (i) Ngāti Honomōkai [shared]
 - (j) Ngāi Te Upokoiri [shared]
 - (k) Ngāi Te Upokoiri (II)
 - (I) Ngãi Te Ngãruru
 - (m) Ngāi Te Ngahoa
 - (n) Ngāti Ruaanga
 - (o) Ngāti Haukaha
 - (p) Ngāti Tamatereka

	(q)	Ngāti Hora
	(r)	Ngāti Tumōkai
	(s)	Ngãti Hinetio
	(t)	Ngāti Whiti-Hauiti [shared]
	(u)	Ngāti Rangiwhaiao
	(v)	Ngāti Whiti Tūturu
	(w)	Ngāti Whiti-Tama
	(x)	Ngāi Tautahi
	(y)	Ngāti Tuope
	(z)	Ngāti Tamakaiaorangi
	(aa)	Ngāti Hinetai;
	(bb)	Ngāti Tamapinea;
	(cc)	Rangitoea;
	(dd)	Ngāti Tamawhiti;
	(ee)	Ngāti Tama Tūturu;
	(ff)	Ngāti Te Taenui;
	(gg)	Ngāti Tūtakaroa;
	(hh)	Ngāti Tamakaitangi; and
	(ii)	Hikakainga
1.4.3	ever	y individual referred to in clause 1.4.1.
The deed o	f settle	ement will provide, for the purposes of clause 1.4.1 -
1.5.1		rson is descended from another person if the first person is descended the other by -
	(a)	birth;
	(b)	legal adoption; or

1.5

- (c) Māori customary adoption in accordance with the settling group's tikanga (customary values and practices); and
- 1.5.2 A Mōkai Pātea Nui Tonu ancestor means an individual who:
 - (a) exercised customary rights by virtue of being descended from:
 - (i) Tamatea Pōkai Whenua, and at least one of the following tūpuna:
 - (I) Te Ohuake; or
 - (II) Hauiti; or
 - (III) Whitikaupeka; or
 - (IV) Tamakopiri; or
 - (V) a recognised ancestor of any of the descent groups listed at clause 1.4.2; and
 - (b) exercised the customary rights in 1.5.2(a) predominantly in relation to the area of interest after 6 February 1840.
- 1.5.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including
 - (a) rights to occupy land; and
 - (b) rights in relation to the use of land or other natural or physical resources.

Other Definitions

1.6 In this agreement in principle –

area of interest means the area identified as the area of interest in Attachment 2; and area of responsibility means the sites listed in Table 9; and

business day means a day that is not -

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, Te Rā Aro ki a Matariki/Matariki Observance Day or Labour Day; or
- (c) if Waitangi Day or ANZAC Day falls on a Saturday or Sunday, the following Monday; or

- (d) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (e) a day that is observed as the anniversary of the province of Wellington;

conservation document means a national park management plan, conservation management strategy, or conservation management plan; and

Crown has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

Crown leaseback, in relation to a leaseback deferred selection property, means the lease the deed of settlement will provide to be entered into by the governance entity and the Crown as described in clause 8.4; and

Crown redress -

- (a) means redress -
 - (i) provided by the Crown to the governance entity; or
 - (ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes any right of the governance entity under the settlement documentation
 - (i) to acquire a deferred selection property; or
 - (ii) of first refusal in relation to RFR land; but
- (c) does not include
 - (i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property or RFR land; or
 - (ii) a deferred selection property or RFR land; or
 - (iii) any on-account payment made before the date of the deed or to entities other than the governance entity; and

cultural redress means the redress to be provided under the settlement documentation referred to in Parts 5 and 6; and

cultural redress property means each property described as a cultural redress property in the deed of settlement; and

deed of settlement means the deed of settlement to be developed under clause 2.1.2; and

deferred selection property means each property described as a deferred selection property in the deed of settlement; and

disclosure information means -

- (a) in relation to a redress property, the information provided by the Crown to the governance entity under clause 12.1; and
- (b) in relation to a purchased deferred selection property, the disclosure information about the property the deed of settlement requires to be provided by the Crown to the governance entity; and

encumbrance, in relation to a property, means a lease, tenancy, licence, easement, covenant, or other right or obligation affecting that property; and

financial and commercial redress means the redress to be provided under the settlement documentation referred to in Part 8; and

financial and commercial redress amount means the amount referred to as the financial and commercial redress amount in clause 8.2; and

governance entity means the governance entity to be formed by the settling group under clause 12.4.1; and

initial annual rent, in relation to a leaseback property, means the rent payable under the Crown leaseback from its commencement; and

land holding agency, in relation to a potential deferred selection property, or a potential RFR, means the department specified opposite that property in Table 12, Table 13 and Table 14, as the case may be; and

landlocked land has the meaning given to it by section 326A of Te Ture Whenua Māori Act 1993 and additionally includes any lands reacquired and held by Māori as general land within the area of interest and which has no reasonable access to it; and

leaseback deferred selection property means:

- (a) a potential deferred selection property that Table 12 identifies as a leaseback property; and
- (b) a deferred selection property identified in the deed of settlement as a leaseback property; and

leaseback property means each leaseback deferred selection property; and

mandated negotiators means -

(a) the following individuals:

- (i) Richard Steedman, Taihape, Mōkai Pātea Waitangi Claims Trust negotiator,
- (ii) Utiku Potaka, Rata, Mōkai Pātea Waitangi Claims Trust negotiator,
- (iii) Piki Te Ora Hiroa, Taihape, Mōkai Pātea Waitangi Claims Trust negotiator,
- (iv) Che Wilson, Ohakune, Mōkai Pātea Waitangi Claims Trust negotiator, or
- (b) if one or more individuals named in paragraph (a) dies, or becomes incapacitated, the remaining individuals; and

party means each of the settling group and the Crown; and

potential cultural redress property means each property described as a potential cultural redress property in Table 1; and

potential deferred selection property means each property described as a potential deferred selection property in Table 12; and

potential RFR land means the land described as potential RFR land in Table 13; and

protocol means a protocol referred to in clause 6.1; and

purchased deferred selection property means each deferred selection property in relation to which the governance entity and the Crown are to be treated under the deed of settlement as having entered into an agreement for its sale and purchase; and

Rangitīkei River Catchment means the Rangitīkei River and its catchment as shown on Map 46 at Attachment 2.

reasonable access has the meaning given to it by section 326A of Te Ture Whenua Māori Act 1993; and

redress means the following to be provided under the settlement documentation -

- (a) the Crown's acknowledgment and apology referred to in clause 4; and
- (b) the financial and commercial redress; and
- (c) the cultural redress; and

redress property means each cultural redress property; and

representative entity means a person or persons acting for or on behalf of the settling group; and

resumptive memorial means a memorial entered on a record of title under any of the following sections:

- (a) 27A of the State-Owned Enterprises Act 1986; or
- (b) 568 of the Education and Training Act 2020; or
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

RFR means the right of first refusal referred to in clauses 8.8 to 8.11; and

RFR land means the land referred to as RFR land in the deed of settlement; and

school site, means a leaseback property in respect of which the land holding agency is the Ministry of Education; and

settlement means the settlement of the historical claims under the settlement documentation; and

settlement date means the date that will be defined in the deed of settlement and settlement legislation; and

settlement documentation means the deed of settlement and the settlement legislation; and

settlement legislation means the legislation giving effect to the deed of settlement; and

statement of association means each statement of association referred to in clause 5.6.1; and

statutory acknowledgement means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 5.6.1 on the terms to be provided by the settlement legislation; and

statutory area means an area referred to in Table 3, Table 4, Table 5 and Table 6 as a statutory area; and

tax indemnity means the indemnity to be provided in the deed of settlement under clauses 11.3 and 11.4; and

te Tiriti o Waitangi/the Treaty of Waitangi means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975; and

Waiouru Military Training Area means the area shown in Map 31 of Attachment 2.

2. TERMS OF SETTLEMENT

Rights Unaffected

2.1. The deed of settlement is to provide that, except as provided in the settlement documentation, the rights and obligations of the parties will remain unaffected.

Acknowledgments

- 2.2. Each party to the deed of settlement is to acknowledge in the deed of settlement that -
 - 2.2.1. the other party has acted honourably and reasonably in relation to the settlement; but
 - 2.2.2. full compensation of the settling group is not possible; and
 - 2.2.3. the settling group intends their foregoing of full compensation to contribute to New Zealand's development; and
 - 2.2.4. the settlement is intended to enhance the ongoing relationship between the settling group and the Crown (in terms of the Treaty of Waitangi/Te Tiriti o Waitangi, its principles, and otherwise).
- 2.3. The settling group is to acknowledge in the deed of settlement that -
 - 2.3.1. taking all matters into consideration (some of which are specified in paragraph 2.2), the settlement is fair in the circumstances; and
 - 2.3.2. the redress -
 - 2.3.2.1. is intended to benefit the settling group collectively; but
 - 2.3.2.2. may benefit particular members, or particular groups of members, of the settling group if the governance entity so determines in accordance with the governance entity's procedures.

Implementation

- 2.4. The deed of settlement is to provide the settlement legislation will, on terms agreed by the parties (based on the terms in recent settlement legislation),
 - 2.4.1. settle the historical claims; and
 - 2.4.2. exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
 - 2.4.3. provide that certain enactments do not apply –

AGREEMENT IN PRINCIPLE

- 2.4.3.1. to a redress property, a purchased deferred selection property, or any RFR land; or
- 2.4.3.2. for the benefit of the settling group or a representative entity; and
- 2.4.4. require any resumptive memorials to be removed from records of title for, a redress property, a purchased deferred selection property or any RFR land; and
- 2.4.5. provide that the maximum duration of a trust under the Trust Act 2019 does not apply and that the trust will continue indefinitely
 - 2.4.5.1. where relevant, to any entity that is a common law trust; and
 - 2.4.5.2. to any settlement documentation; and
 - 2.4.5.3. require the Tumu Whakarae Chief Executive of The Office of Treaty Settlements and Takutai Moana: Te Tari Whakatau to make copies of the deed of settlement publicly available.
- 2.5. The deed of settlement is to provide
 - 2.5.1. the governance entity must use its best endeavours to ensure every historical claim is discontinued by the settlement date or as soon as practicable afterwards; and
 - 2.5.2. the Crown may: -
 - 2.5.2.1. cease any land bank arrangement in relation to the settling group, the governance entity, or any representative entity, except to the extent necessary to comply with its obligations under the deed;
 - 2.5.2.2. after the settlement date, advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement.

NGĀ ĀPITITANGA: ATTACHMENTS

1. NGĀ TIKANGA WHAKATAU WHANAUNGATANGA: CROWN AND MŌKAI PĀTEA PROCESS FOR RESOLVING OVERLAPPING INTERESTS

The following groups have been identified as having interests in the Mōkai Pātea area of interest:

- Ngā Wairiki Ngāti Apa (settled)
- Ngāti Rangi (settled)
- Ngāti Tūwharetoa (settled)
- Rangitāne o Manawatū (settled)
- Rangitāne o Wairarapa and Rangitāne o Tāmaki nui-ā-Rua (settled)
- Ngāti Kauwhata (yet to settle) (including existing iwi/hapū representative bodies and Wai claimants as there are no mandated representatives)
- Ngāti Raukawa ki te Tonga (yet to settle) (including existing iwi/hapū representative bodies and Wai claimants as there are no mandated representatives)

Table 15 – Process for resolving overlapping interests within Mōkai Pātea area of interest

Process Timeframe	Activities		Timeframe
	Crown and Mōkai Pātea	Overlapping groups	
Sign terms of negotiation	Crown and Mōkai Pātea Mōkai Pātea contacted overlapping groups about the negotiations and process of engagement on interests. Crown letters to overlapping groups with shared interests – sent in April 2022. The letters outlined: negotiations status; engagement process towards agreement in principle (AIP); Crown contact details Crown's understanding of Mōkai Pātea's area of interest requested information on overlapping group's interests; and invitation to discuss.	Overlapping groups Discussed and agreed process for engagement with Mōkai Pātea. Wrote to the Crown/Mōkai Pātea: o provided information on interests.	September 2021
	Overlapping interests strategy and process of engagement agreed between the Crown and Mōkai Pātea.		

Process Timeframe	Activities		Timeframe
	Crown and Mõkai Pātea	Overlapping groups	
negotiations towards Crown offer Prior to Crown offer Interest discussions	Crown and Mōkai Pātea discussed engagement with, and interests of, overlapping groups. Mōkai Pātea and Crown met with groups (jointly or separately). Discussed: settlement timeframes; the overlapping interests process; Mōkai Pātea's area of interest and the nature of interests within it; specific redress aspirations of the settling group and/or potential redress mechanisms; claimant definition – if there is shared hapū; and interests of overlapping groups requiring protection through process of negotiations. Agree process, in consultation with affected groups, to resolve issues. Undertake process to resolve issues. Crown consider customary interests and feedback on settling group's redress aspirations when developing redress package for ministerial and Cabinet consideration. Crown and iwi discussed engagement with and interests of overlapping groups at negotiation meetings. Crown offer made subject to resolu	Met with Mōkai Pātea and Crown. Discussed: o nature of interests within Mōkai Pātea's area of interest; o shared hapū; and o interests requiring protection through process of negotiations. Letters of support from overlapping groups o confirmed support for redress aspirations of the Mōkai Pātea or identified concerns/issues. Affected groups discuss and agree process to resolve issues. Participate in process to resolve issues.	November 2021 - August 2025

Process Timeframe	Activities		Timeframe
	Crown and Mōkai Pātea	Overlapping groups	
During negotiations towards signing agreement in principle After Crown offer accepted – consultation with overlapping groups on proposed redress	Crown wrote comprehensive letters to overlapping groups. Content included: Crown understanding of where discussions between Mōkai Pātea and overlapping groups have got to in relation to Mōkai Pātea's redress aspirations; summary of site-specific redress offered by the Crown to Mōkai Pātea within the areas of interest of overlapping groups. sough confirmation of support or identification of any concerns/issues; Crown policy on overlapping interests; key timeframes; proposed engagement towards agreement in principle (including offer to meet and/or facilitate meetings between Mōkai Pātea and overlapping groups; proposed submission process going forward; and Te Tari Whakatau contact details and where to send submissions.	Wrote to Crown and Mōkai Pātea. Letters of support from overlapping groups: o confirmed support for proposed redress in shared areas of interest and future engagement on natural resources redress.	September – October 2025
Sign agreement in principle	Signing ceremony scheduled for 6 November 2025.		
	Agreement in Principle uploaded to the Te Tari Whakatau website on the same day.		

Process Timeframe	Activit	ies	Timeframe
	Crown and Mōkai Pātea	Overlapping groups	
After AIP signing – consultation with overlapping groups on proposed redress	Collate letters of support/feedback from groups. Crown and Mōkai Pātea consider and discuss responses from overlapping groups. Crown and Mōkai Pātea agree a process, in consultation with the overlapping groups to resolve issues. Undertake process to resolve issues prior to initialing a deed of settlement. Record any agreements or outstanding issues. Report to the Minister for Treaty of Waitangi Negotiations updating on engagement with overlapping groups and proposed resolution of any overlapping interests issues, including any decisions regarding redress.	Participate in process to resolve issues, either by o written agreement with the settling group; or o providing comment and information on the issue and the Crown's proposed redress.	Within three month of AIP signing
Deed phase – consult on settlement package for deed of settlement	Te Tari Whakatau will write to all overlapping groups advising of the Crown offer in the AIP, seeking submissions (written confirmation of support, agreement reached with Mōkai Pātea or identification of issues for discussion). Letter may note process agreed pre-AIP to resolve outstanding issues		Within three month of AIP signing
Submissions of support or identifying any issues	Mōkai Pātea to report back on engagement with overlapping groups and advise of any agreements reached.	Overlapping groups to provide submissions to Te Tari Whakatau confirming support or noting any outstanding issues and the agreed process to resolve.	Within two months of overlapping groups receiving AIP letter
Agree process to resolve final issues (if required)	Te Tari Whakatau, Mōkai Pātea and affected overlapping groups to agree a process to resolve any issues identified post AIP. Te Tari Whakatau assesses the submissions and reports to the	Affected groups discuss and agree process to resolve issues.	Within two months of receiving submissions

Process Timeframe	Activities		Timeframe
	Crown and Mōkai Pātea Minister for Treaty of Waitangi Negotiations: o providing an update on overlapping interests; and o if there are issues, advising of a process to resolve them.	Overlapping groups	
Undertake process to resolve final issues (if required)	Undertake process to resolve issues: Meetings between Mōkai Pātea and overlapping groups. Crown to attend meetings if requested. Groups to agree on a solution to issues. If no agreement is reached, then Te Tari Whakatau will seek a preliminary ministerial decision on unresolved issues.	Participate in process to resolve any issues unable to be resolved pre-AIP. Confirm written agreement with the Mōkai Pātea or provide information on the issue and Crown's proposed redress.	Date to be confirmed
Ministerial decision to resolve final issues (if required)	Minister for Treaty of Waitangi Negotiations to advise Mōkai Pātea and overlapping groups of preliminary decisions on any unresolved issues and invite submissions. Officials from Te Tari Whakatau will be available to discuss the decisions.		Date to be confirmed
	Submissions from affected groups to the Minister for Treaty of Waitangi Negotiations.	Submissions provide comment on the issue and the Crown's proposed redress.	Date to be confirmed
	Te Tari Whakatau reports to Minister for Treaty of Waitangi Negotiations on the status of overlapping interests, including final decisions on overlapping issues.		Date to be confirmed

2. NGĀ MAHERE: MAPS

