

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

- 3.1 The Crown acknowledges that Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua did not sign te Tiriti o Waitangi/the Treaty of Waitangi in 1840. Nevertheless, the Crown further acknowledges that the undertakings it made to Māori in te Tiriti o Waitangi/the Treaty of Waitangi apply to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua. The Crown hereby recognises the legitimacy of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua's grievances and historical claims, and makes the following acknowledgements.
- 3.2 The Crown acknowledges that as a Treaty partner Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua have honoured their obligations and responsibilities under te Tiriti o Waitangi/the Treaty of Waitangi.
- 3.3 The Crown acknowledges that the sense of grief and loss suffered by Ngāti Kahungunu as a result of the Crown's failings endures today. The Crown further acknowledges that it has failed to deal with the longstanding grievances of Ngāti Kahungunu in an appropriate way and that recognition of these grievances is long overdue.

Maungaroa Forced Cession

- 3.4 The Crown acknowledges that its response to the muru at Maungaroa in southern Wairarapa breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles in that the Crown:
 - 3.4.1 prejudged the guilt of the Ngāti Kahungunu parties involved and predetermined the punishment, denying Ngāti Kahungunu due process and the fair application of relevant law;
 - 3.4.2 coerced Ngāti Kahungunu through threats of force to sign a deed ceding tens of thousands of acres at Maungaroa, a punishment that was inappropriate and disproportionate to the actions committed;
 - 3.4.3 took land through the cession from local Ngāti Kahungunu people who were not involved in the muru, denying Ngāti Kahungunu the equitable application of law;
 - 3.4.4 retained the land ceded in 1845 despite its doubts about the justice of the cession; and
 - 3.4.5 did not give Ngāti Kahungunu a choice as to whether they wanted the cession land returned when negotiating a purchase in 1853, which overlapped with the cession land.

Crown Purchasing, 1853 to 1865

- 3.5 The Crown acknowledges that it threatened to end Pākehā settlement in Wairarapa and Tāmaki nui-a-Rua unless Ngāti Kahungunu sold their land to the Crown and gave up the

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY

pastoral leases, which were providing Ngāti Kahungunu with income and trade benefits in the 1840s and early 1850s. As a result, Ngāti Kahungunu could not participate in the new settler economy on their own terms and this has been a source of considerable grievance for Ngāti Kahungunu.

3.6 The Crown acknowledges that:

3.6.1 during the Komiti Nui (large assembly) of 1853, Governor George Grey led Ngāti Kahungunu to expect significant education, health and other economic benefits from selling considerable areas of their land to the Crown at low prices;

3.6.2 following the Komiti Nui and the Crown's sale of large areas of land to settlers, Ngāti Kahungunu did not receive many of the benefits the Crown led them to expect and this has been a source of ongoing grievance for Ngāti Kahungunu to the present day; and

3.6.3 it failed to adequately discharge its obligations under the 'koha' clauses, that were incorporated into certain purchase deeds after the 1853 Komiti Nui, under which the Crown set aside funds for Ngāti Kahungunu benefit derived from on-selling the land. In particular, the Crown failed to adequately consult with Ngāti Kahungunu in relation to the administration of the fund, in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.7 The Crown acknowledges that it did not always act in good faith when it conducted rapid and extensive land purchases throughout Wairarapa and Tāmaki nui-a-Rua in the 1850s, and that by not dealing with key right holders, including residents on the land, these actions were in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.8 The Crown acknowledges that it repeatedly failed to survey, set aside or protect from being on-sold to settlers lands intended to be reserved for Ngāti Kahungunu from some purchases and in some instances it unreasonably delayed the issuing of reserves where these were promised. These Crown acts and omissions breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.9 The Crown further acknowledges that it failed to ensure adequate reserves were protected in the ownership of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and that this breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.10 The Crown pays tribute to the determination of Ngāti Kahungunu to maintain Wairarapa and Tāmaki nui-a-Rua as 'Te Pooti-Riri-Kore' (a land without war). The Crown particularly acknowledges the resolve of Ngāti Kahungunu to maintain peace throughout the New Zealand Wars despite feeling a deep sense of distrust towards the Crown and even when faced with threats of military force as the Crown attempted to settle a land dispute in 1864.

DEED OF SETTLEMENT
3: ACKNOWLEDGEMENTS AND APOLOGY

Native Land Laws

- 3.11 The Crown acknowledges that:
- 3.11.1 it did not consult Ngāti Kahungunu about the introduction of the native land laws which provided for the individualisation of Māori land which had previously been held in tribal tenure, and facilitated Crown and private purchasing of Māori land;
 - 3.11.2 between 1865 and 1873 the Native Land Court awarded titles for approximately 100 land blocks in Wairarapa and Tāmaki nui-a-Rua, covering more than 650,000 acres to ten or fewer individuals in each case;
 - 3.11.3 Ngāti Kahungunu understood that the individuals named on these titles were to be trustees for their whānau and hapū, but the native land laws did not prevent the named owners from dealing with these lands as sole owners, able to alienate land without the consent of the wider community of right holders;
 - 3.11.4 the Native Land Court title determination process carried significant costs, including survey and hearing costs, which at times led to further alienations of Ngāti Kahungunu land;
 - 3.11.5 the operation and impact of the native land laws in Wairarapa and in Tāmaki nui-a-Rua made the lands of Ngāti Kahungunu communities more susceptible to partition, fragmentation and alienation, a process that contributed to the erosion of the customary tribal structures of Ngāti Kahungunu and its hapū; and
 - 3.11.6 it failed to take steps to adequately protect the traditional tribal structures of Ngāti Kahungunu and also to provide a legal means for the collective administration of Ngāti Kahungunu land until 1894, by which time the bulk of Ngāti Kahungunu land had been alienated. These Crown failures were in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Crown Purchasing after 1865

- 3.12 The Crown acknowledges that having purchased large areas of land after the Komiti Nui it resumed large scale purchasing in Te Tapere-nui-a-Whātonga (Seventy Mile Bush) between 1870 and 1882, covering about 390,000 acres, and that this loss of sacred lands gave rise to grievances felt deeply by Ngāti Kahungunu today.
- 3.13 The Crown acknowledges that in some cases it applied unreasonable pressure to obtain signatures to complete purchase deeds for Te Tapere-nui-a-Whātonga lands and that these actions were in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.14 The Crown acknowledges that in its purchase of the Tararua block from 1873 to 1881 it did not identify and survey the Hāpuakōrari reserve before its title to the Tararua block was confirmed, and did not subsequently set aside the Hāpuakōrari reserve.

Ngāti Kahungunu Political Responses

3.15 The Crown acknowledges that:

3.15.1 Ngāti Kahungunu leaders and hapū in Wairarapa and Tāmaki Nui-ā-Rua were for many decades involved in collective efforts to resist land sales and the detrimental effects of the native land laws and Native Land Court on their communities and on hapū and iwi integrity, principally through Kīngitanga, the Repudiation movement, the local committee movement, Pōtangaroa's prophetic movement, and the Kotahitanga parliaments hosted at Pāpāwai and elsewhere around the country; and

3.15.2 the Crown did not always engage with these movements and particularly the views expressed by the Kotahitanga parliaments to the Crown, nor did the Crown address the grievances raised in many instances. This lack of recognition and consultation has been a source of real distress and hardship for Ngāti Kahungunu down to the present day.

Wairarapa Moana

3.16 The Crown acknowledges that for Ngāti Kahungunu, Wairarapa Moana and its associated waterways were traditionally an abundant source of food and other customary resources, a taonga, and an embodiment of tribal mana.

3.17 The Crown acknowledges that when it purchased lands surrounding the Wairarapa lakes it did not clearly define or confirm the boundaries with Ngāti Kahungunu which led to an ongoing dispute about the ownership of land between the low and high water levels of the seasonal hinurangī, when the outlet to the sea at Lake Ōnoke closed up and the lakes were full, and that has been a source of considerable grievance for Ngāti Kahungunu.

3.18 The Crown acknowledges that:

3.18.1 in 1876 it purchased the undefined interests in Wairarapa Moana of a few individuals without the consent of the wider community who were then compelled to participate in Native Land Court hearings to protect their interests when in 1880 the Crown applied to have its interests defined;

3.18.2 it disregarded the customary interests and property rights of Ngāti Kahungunu when it supported a local river board in 1888 to cut a channel through the Māori owned spit at Lake Ōnoke and significantly drain Wairarapa Moana;

3.18.3 it promoted legislation in 1889 that gave authority to the local river board to continue to open the spit and dictate water levels in Wairarapa Moana but did not also act to protect Māori property rights in the spit and lakes;

3.18.4 the draining of Wairarapa Moana and its associated wetlands diminished Ngāti Kahungunu's access to traditional resources and food gathering sites; and

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY

3.18.5 these cumulative Crown actions and omissions regarding the spit at Lake Ōnoke and the water level of Wairarapa Moana were in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles and were a source of distress and grievance for Ngāti Kahungunu.

3.19 The Crown acknowledges that:

3.19.1 it accepted a *tuku rangatira* (chiefly gift) from Wairarapa Māori of Wairarapa Moana which offered an honourable conclusion to the disputes of their ownership;

3.19.2 the *tuku rangatira* immediately benefited the Crown by giving it a clear title over Wairarapa Moana, which enabled it to address settlers' concerns about flooding of land adjacent to the lakes;

3.19.3 it failed to meet its obligation under the *tuku rangatira* to provide ample reserves in the vicinity of the Lakes, providing instead remote and inaccessible land north of Lake Taupō, at Pouākani, after a delay of two decades;

3.19.4 the provision of distant Pouākani land, in the rohe of other iwi, led to the dislocation of some Ngāti Kahungunu whānau from their hapū and traditional homes, and deeply unsettled the relationships between other iwi and Ngāti Kahungunu;

3.19.5 much of the Pouākani land required considerable investment to make it economically viable;

3.19.6 its failure to provide reserve lands near Wairarapa Moana and protect the customary fisheries in the lakes from introduced species contributed to the economic marginalisation and loss of mana and status of Ngāti Kahungunu within its own rohe, a significant grievance for the iwi; and

3.19.7 the Crown acknowledges that its accumulated acts and omissions in relation to the Lakes agreement constituted a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.20 The Crown acknowledges that:

3.20.1 Takapūtao, at the confluence of Lake Ōnoke and the Ruamāhanga and Tūranganui rivers, is a site of cultural significance for Ngāti Kahungunu;

3.20.2 after the Crown purchased the Tūranganui block, doubts arose whether Takapūtao was included in the sale;

3.20.3 Ngāti Kahungunu actively sought to defend their interests in Takapūtao through petitions to the Government and hearings in the Native Land Court;

3.20.4 the Crown conducted a flawed investigation into the title for Takapūtao;

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.20.5 Ngāti Kahungunu customary interests were extinguished when Takapūtao was declared Crown land under an application by the Crown to the Native Land Court in a sitting in another district which Ngāti Kahungunu were not notified of and did not attend; and
- 3.20.6 the Crown failed to actively protect Ngāti Kahungunu interests in land they wished to retain, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Public Works Takings

- 3.21 The Crown acknowledges that despite planning for hydro-electric power generation on the Pouākani lands from as early as 1920, even withholding lands from transfer to do so, it did not inform Ngāti Kahungunu owners and discuss the proposed taking of Pouākani lands for the Mangakino power scheme prior to the Crown's entry onto that land in 1940 and only informed Ngāti Kahungunu in 1946, by which time a number of structures had already been built. This failure to inform Ngāti Kahungunu constituted a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.22 The Crown further acknowledges that the prejudice arising from this breach was made worse for Ngāti Kahungunu by the Crown not providing compensation for this taking until 1956, sixteen years after the Crown first entered the land. Furthermore, half of the compensation was in the form of "betterment" of the land, through its rising value due to the development of the scheme and a town at Mangakino, but Ngāti Kahungunu did not receive the economic benefits of the town they had been led to expect.
- 3.23 The Crown acknowledges that after extensive Crown purchasing in Wairarapa and Tāmaki nui-a-Rua Ngāti Kahungunu communities suffered further land loss through public works takings and this has been a source of ongoing grievance for Ngāti Kahungunu. The Crown further acknowledges that some lands compulsorily taken for public works included, or were adjacent to, areas of great cultural significance, forever altering those sites, and this has been a source of ongoing grievance for Ngāti Kahungunu.
- 3.24 The Crown acknowledges that with respect to public works takings in Wairarapa and Tāmaki nui-a-Rua, there was limited, if any, consultation with Ngāti Kahungunu about the policy and enactment of the public works legislation in the nineteenth century and for much of the twentieth century. The Crown also acknowledges that consultation with Ngāti Kahungunu communities prior to some takings was negligible or absent and that in some instances lands taken for public works was disposed of to third parties rather than offered back to the Māori owners.

Landlessness

- 3.25 The Crown acknowledges that the cumulative effect of Crown purchasing, the operation and impact of the native land laws, and public works takings left Ngāti Kahungunu virtually landless by 1900. The Crown also acknowledges that throughout the twentieth century it continued to purchase and take for public works portions of what little land Ngāti Kahungunu retained. These actions caused real and lasting prejudice to Ngāti

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY

Kahungunu, undermining their economic, social and cultural development. The Crown's failure to ensure Ngāti Kahungunu retained sufficient lands for their present and future needs breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

- 3.26 The Crown further acknowledges that many of the lands Ngāti Kahungunu do retain suffer from being landlocked which has made it difficult for owners to exercise their rights of ownership or maintain their cultural obligations as kaitiaki, and that this continues to be a source of real distress and hardship for Ngāti Kahungunu today.
- 3.27 The Crown acknowledges that from 1912, legal requirements to obtain consent to access landlocked lands treated non-Māori lands and Māori lands unequally. From 1922, those consenting requirements were largely removed, except where the land had ceased to be Māori land prior to 1913. Because most land in Wairarapa Tāmaki nui-ā-Rua was alienated prior to 1913, that exemption had particular impact on Ngāti Kahungunu ki Wairarapa Tāmaki nui-ā-Rua. Until 1975, no effective legal remedy was available to improve access difficulties to lands they retained unless the consent of their neighbours was secured. The effect of these requirements was that between 1912 and 1975 Ngāti Kahungunu ki Wairarapa Tāmaki nui-ā-Rua suffered inequality of treatment and indirect discrimination and that the Crown therefore failed to accord Māori landowners equality of treatment and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Pāpāwai and Kaikōkirikiri Gifted Lands

- 3.28 The Crown acknowledges that inadequacies in the administration of lands at Pāpāwai and Kaikōkirikiri, gifted to the Anglican Church in 1853 for the education of Wairarapa Māori, were not remedied by legislative or other means for almost a century, and these inadequacies and delays were a source of grievance for Ngāti Kahungunu.

Environmental Degradation

- 3.29 The Crown acknowledges that Ngāti Kahungunu consider their lands, mountains, forests, coastal waters, rivers, lakes, and wetlands as taonga, as part of their identity, as traditionally significant sources of food, medicinal plants, and other resources, and as integral to their spiritual and material well-being.
- 3.30 The Crown acknowledges that over time the Ngāti Kahungunu environment, in particular Te Tapere-nui-a-Whātonga in the north and Wairarapa Moana in the south, has suffered from degradation through deforestation, erosion, river control works, pollution of waterways, and the extensive drainage of wetlands. Through these acts of environmental degradation, indigenous species of importance to Ngāti Kahungunu have suffered a decline in population, some to the point of extinction.
- 3.31 The Crown further acknowledges that historic environmental legislation before the late 1980s did not provide for the recognition of Māori cultural values and practices and limited the ability of Ngāti Kahungunu to exercise kaitiakitanga (or stewardship) over their natural environment or taonga. These acts and omissions have been a source of considerable grievance for Ngāti Kahungunu.

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY

Loss of Taonga and Wāhi Tapu

- 3.32 The Crown acknowledges that Ngāti Kahungunu have suffered the loss or degradation of many of their culturally significant sites and taonga, including movable taonga, and that this has been a source of distress and grievance for Ngāti Kahungunu.

Contribution to New Zealand

- 3.33 The Crown acknowledges that Ngāti Kahungunu have shown their loyalty as citizens of the nation in their defence of New Zealand overseas, and the Crown pays tribute to their service and their sacrifices.
- 3.34 The Crown recognises that the traditional lands of Ngāti Kahungunu have made a significant contribution to the wealth and development of New Zealand, in which Ngāti Kahungunu have not been able to share equally.

Economic Under-Development and Cultural Impacts

- 3.35 The Crown acknowledges the harmful effects of a state education system that for too long did not value Māori cultural understandings, generally held lower expectations for Māori academic achievement, and that resulting poor educational outcomes have afflicted generations of Ngāti Kahungunu children, their whanau and their hapū.
- 3.36 The Crown acknowledges that the schools it established caused significant harm to Ngāti Kahungunu children by discouraging the use of te reo Māori in schools and punishing them for speaking their own language while at school.
- 3.37 The Crown acknowledges that it failed to actively protect te reo Māori and encourage its use by iwi and Māori, which had a detrimental impact on te reo Māori in Wairarapa and Tāmaki nui-a-Rua, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.38 The Crown acknowledges that the Ngāti Kahungunu experience of landlessness and urbanisation, throughout the nineteenth and twentieth centuries, has contributed significantly to Ngāti Kahungunu enduring social and economic under-development as they have struggled to make use of the land they retain, maintain their traditional marae communities and recover their culture and language in the twenty-first century. The Crown acknowledges that the Ngāti Kahungunu experience of colonisation is a grievance that the iwi feels deeply.

APOLOGY

- 3.39 The Crown pays tribute to the struggles of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and your ancestors in pursuit of justice for the Crown's wrongs and especially to those who have not survived to see this settlement completed. To you, the people of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, to your tīpuna and to your mokopuna, the Crown offers this apology.

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.40 The Crown unreservedly apologises for not honouring its obligations to respect te tino rangatiratanga o Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua through repeated breaches of te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown profoundly regrets the damage and hurt these breaches have caused to the hapū and whānau of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.
- 3.41 The Crown is deeply sorry that it began its relationship with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua in 1845 by prejudging their guilt in a dispute with settlers and depriving Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua of tens of thousands of acres by forcing them to cede this land with threats of armed violence.
- 3.42 The Crown profoundly regrets that it threatened to end Pākehā settlement in Wairarapa and Tāmaki nui-a-Rua unless your tīpuna sold their land to the Crown, giving up the pastoral leases they had negotiated with Pākehā which had provided Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua with income and trade benefits while retaining ownership of the land, thus undermining how you had been engaging with settlement on your own terms for a number of years.
- 3.43 The Crown is deeply sorry it often failed to negotiate in good faith and actively protect your interests when purchasing land in Wairarapa and Tāmaki nui-a-Rua. Instead of the social, economic and material benefits Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua were led to expect from agreements with the Crown, you have been left virtually landless in your own rohe and many of the lands you have retained are uneconomic and landlocked. The Crown is sorry that this prejudice has been exacerbated by its many public works takings made without consulting Ngāti Kahungunu, and without regard for the wellbeing of Ngāti Kahungunu communities. The Crown apologises for these failures which have contributed to your cultural, social and economic marginalisation.
- 3.44 The Crown also profoundly regrets the harm to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua caused by its failure to protect your tribal structures after the native land legislation had individualised your previously tribal land tenure.
- 3.45 The Crown wholeheartedly apologises for not upholding the spirit of your tuku rangatira of Wairarapa Moana in 1896. You gave this great taonga to the Crown to end dispute and ensure its protection, and the Crown did not live up to its promises or your expectations. Instead your precious lakes were degraded, the promised reserves sold to others, your people placed on lands hundreds of kilometres from their whanaunga in the rohe of other iwi, and those lands were reduced by public works takings.
- 3.46 The Crown is deeply humbled that throughout its relationship with the Crown, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua has acted honourably in the face of great injustice. The actions of your rangatira ensured there was lasting peace in Wairarapa and Tāmaki nui-a-Rua. The Crown pays tribute to your leading role in Kotahitanga, and your honourable interaction with the Crown which it has not always reciprocated.
- 3.47 You have seen your whenua and taonga, from Te Tapere-nui-a-Whātonga in the north and Wairarapa Moana in the south, degraded to fuel economic development and not even been able to share equally in that prosperity. For this the Crown is profoundly sorry.

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.48 Through this apology and settlement the Crown seeks to atone for these wrongs, begin the process of healing, and restore its tarnished honour. The Crown looks forward to forging a renewed and enduring relationship with the people of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua that is grounded in mutual trust, co-operation, and respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA REQUITAL

- 3.49 By this solemn deed, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Crown recognise the need for the restoration of honour, for reconciliation and mutual advancement in peace and with respect for the mana of each.
- 3.50 So with our heart and our mind, and with all goodwill, we accept this Crown apology and look forward to a future in which Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Crown work together as partners honouring Te Tiriti o Waitangi.

4 SETTLEMENT

ACKNOWLEDGEMENTS

- 4.1 Each party acknowledges that –
- 4.1.1 the other parties have acted honourably and reasonably in relation to the settlement; but
 - 4.1.2 full compensation of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua is not possible; and
 - 4.1.3 Ngāti Kahungunu has not received full compensation and that this is a contribution to New Zealand’s development; and
 - 4.1.4 the settlement is intended to enhance the ongoing relationship between Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Crown (in terms of te Tiriti o Waitangi/the Treaty of Waitangi, its principles, and otherwise).
- 4.2 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

SETTLEMENT

- 4.3 Therefore, on and from the settlement date, –
- 4.3.1 the historical claims are settled; and
 - 4.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 4.3.3 the settlement is final.
- 4.4 Except as provided in this deed or the settlement legislation, the parties’ rights and obligations remain unaffected.

REDRESS

- 4.5 The redress, to be provided in settlement of the historical claims, –
- 4.5.1 is intended to benefit Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua collectively; but
 - 4.5.2 may benefit particular members, or particular groups of members, of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua if the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust so determine in

DEED OF SETTLEMENT

4: SETTLEMENT

accordance with the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust's procedures; and

- 4.5.3 does not necessarily reflect the full nature and extent of customary interests held by Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.

IMPLEMENTATION

- 4.6 The settlement legislation will, on the terms provided by sections 15 to 20 of the draft settlement bill, –

- 4.6.1 settle the historical claims; and
- 4.6.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
- 4.6.3 provide that the legislation referred to in section 17(2) of the draft settlement bill does not apply –
- (a) to any land within the Removal of Resumptive Memorials Area; or
 - (b) for the benefit of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua or a representative entity; and
- 4.6.4 require any resumptive memorial to be removed from a record of title for any allotment that is solely within the Removal of Resumptive Memorials Area; and
- 4.6.5 provide that the maximum duration of a trust pursuant to the Trusts Act 2019 does not –
- (a) apply to a settlement document; or
 - (b) prescribe or restrict the period during which –
 - (i) the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust, may hold or deal with property; and
 - (ii) the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust may exist; and
- 4.6.6 require the chief executive of the Office for Māori Crown Relations – Te Arawhiti to make copies of this deed publicly available.

- 4.7 Part 1 of the general matters schedule provides for other action in relation to the settlement.

5 CULTURAL REDRESS

CULTURAL REDRESS PROPERTIES

Wairarapa Moana Properties

- 5.1 The settlement legislation will vest in the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust on the settlement date with the Wairarapa Moana Statutory Board as the administering body –

As a historic reserve

- 5.1.1 the fee simple estate in Kākahimakatea property as a historic reserve; and

As a local purpose reserve

- 5.1.2 the fee simple estate in each of the following properties as local purpose reserves:

- (a) Pounui lagoon property:
- (b) Ōwāhanga property:
- (c) Wairarapa Lake Shore property:
- (d) Kahutara property:
- (e) Ruamahanga Cutoff property; and

As a scenic reserve

- 5.1.3 the fee simple estate in Wairarapa Lake Shore Scenic Reserve property as a scenic reserve; and

As a recreation reserve

- 5.1.4 the fee simple estate in Wairarapa Lake Domain property as a recreation reserve.

Other properties

- 5.2 The settlement legislation will vest in the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust on the settlement date –

In fee simple

- 5.2.1 the fee simple estate in each of the following properties:

DEED OF SETTLEMENT
5: CULTURAL REDRESS

- (a) Akitio property;
- (b) Ngātamatea property;
- (c) Te Oroī site A; and

In fee simple subject to easements

- 5.2.2 the fee simple estate in Te Kopi property (Part Aorangī Forest Park), subject to the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust providing –
- (a) a registrable right of way easement in gross in relation to that property in the form in part 5.1 of the documents schedule; and
 - (b) a registrable covenant in relation to that property in favour of the Department of Conservation for pest control purposes in the form in part 5.2 of the documents schedule; and
- 5.2.3 the fee simple estate in Remutaka summit property, subject to the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust providing –
- (a) a registrable easement in gross for a right to access and maintain a structure in relation to that property in the form in part 5.3B of the documents schedule; and
 - (b) a registrable easement in gross for a right of way and right to place and maintain a structure in relation to that property in the form in part 5.3A of the documents schedule; and

As a local purpose reserve

- 5.2.4 the fee simple estate in Mangatārera o Te Whakatūrākau site A as a local purpose reserve with the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust as the administering body; and

As a local purpose reserve subject to easements

- 5.2.5 the fee simple estate in Te Pouaruhe site A as a local purpose reserve, with the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust as the administering body, subject to the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust providing –
- (a) a registrable right of way easement in gross in relation to that property in the form in part 5.5A of the documents schedule; and
 - (b) a registrable right of way easement in gross in relation to that property in the form in part 5.5B of the documents schedule; and

DEED OF SETTLEMENT
5: CULTURAL REDRESS

As a recreation reserve

- 5.2.6 the fee simple estate in each of the following sites as a recreation reserve, with the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust as the administering body:
- (a) Te Hīwawā property:
 - (b) Whāwhānui White Rock property; and

As a recreation reserve subject to an easement

- 5.2.7 the fee simple estate in Te Pouaruhe site B as a recreation reserve, with the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust as the administering body, subject to the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust providing a registrable right of way easement in gross in relation to that property in the form in part 5.6 of the documents schedule; and

As a scenic reserve

- 5.2.8 the fee simple estate in each of the following sites as a scenic reserve, with the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust as the administering body:
- (a) Aorangi property:
 - (b) Mangatārera o Te Whakatūrākau site B:
 - (c) Tuhirangi property:
 - (d) Hikapu property:
 - (e) Puketoi property:
 - (f) Awakura property:
 - (g) Te Oroī site B; and

As a scenic reserve subject to an easement

- 5.2.9 the fee simple estate in Remutaka property as a scenic reserve, with the governance entity as the administering body, subject to the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust providing a registrable right of way easement in gross in relation to that property in the form in part 5.4 of the documents schedule; and

DEED OF SETTLEMENT
5: CULTURAL REDRESS

As a historic reserve

- 5.2.10 the fee simple estate in the Ngā Rā-a-Kupe property as a historic reserve, with the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust as the administering body.

TERMS OF VESTING

- 5.3 Each cultural redress property is to be –
- 5.3.1 as described in schedule 3 of the draft settlement bill; and
- 5.3.2 vested on the terms provided by –
- (a) sections 45 to 86 of the draft settlement bill; and
- (b) part 2 of the property redress schedule; and
- 5.3.3 subject to any encumbrances, or other documentation, in relation to that property –
- (a) required by clause 5.2 to be provided by the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust; or
- (b) required by the settlement legislation; and
- (c) in particular, referred to by schedule 3 of the draft settlement bill.

PROVISIONS IN RELATION TO CERTAIN CULTURAL REDRESS PROPERTIES

- 5.4 The trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust must consult with –
- 5.4.1 immediately adjoining landowners, the Wellington Regional Council and New Zealand Transport Agency before carrying out any development on the Remutaka summit property; and
- 5.4.2 the trustees of the Rangitāne Tū Mai Rā Trust, the trustees of the Port Nicholson Block Settlement Trust and the trustee of the Toa Rangatira Trust before carrying out any development relating to the cultural heritage of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua on the Remutaka summit property.
- 5.5 The Crown and the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust must, as soon as practicable after the settlement date, enter into a management agreement under section 53 of the Conservation Act 1987 to give effect to the relationship between Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Department of Conservation by providing for joint management of the Awakura property.

DEED OF SETTLEMENT
5: CULTURAL REDRESS

- 5.6 The settlement legislation will, on the terms provided by section 71 of the draft settlement bill provide, in relation to the Whāwhānui White Rock property, that –
- 5.6.1 existing improvements do not vest despite the vesting under clause 5.2.6(b);
 - 5.6.2 the toilet block that is owned by South Wairarapa District Council and is on the property immediately prior to the settlement date may remain on the property; and
 - 5.6.3 if the South Wairarapa District Council first consults with the trustees of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust, it may demolish the existing toilet block on the property and construct a replacement provided that the replacement blends in with the natural surroundings of the area.
- 5.7 The parties record that the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust and the owners of White Rock Station intend to enter into a memorandum of understanding in which the trustees acknowledge that no improvements, other than conveniences, will be situated on the Whāwhānui White Rock property without the agreement of the owners of White Rock Station, and that no rocks will be removed from it.
- 5.8 The parties record that the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust and Wellington Regional Council intend to enter into a memorandum of understanding in relation to the Remutaka Summit property to work collaboratively in the management of that property to meet the objectives of the trustees and the Wellington Regional Council.
- 5.9 The Director-General of Conservation and the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust must, as soon as practicable after the settlement date, enter into an access agreement for the purposes of providing access to the Te Kopi property over adjoining land administered by the Department of Conservation.

VESTING AND GIFTING BACK

- 5.10 In clause 5.11, **vesting and gifting back site** means Castlepoint Scenic Reserve (as shown on OTS-203-14).
- 5.11 The settlement legislation will, on the terms provided by section 87 of the draft settlement bill, provide that –
- 5.11.1 the fee simple estate in the vesting and gifting back site vests in the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust on the first 16 March that falls after the settlement date (the **vesting date**); and
 - 5.11.2 on the seventh day after the vesting of the vesting and gifting back site in the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust, the fee simple estate in the vesting and gifting back site vests in the

DEED OF SETTLEMENT
5: CULTURAL REDRESS

Crown as a gifting back to the Crown by the trustees on behalf Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua for the people of New Zealand; and

- 5.11.3 despite the vesting under clauses 5.11.1 and 5.11.2 –
- (a) the vesting and gifting back site remains a reserve under the Reserves Act 1977 and that Act continues to apply to the vesting and gifting back site as if the vesting had not occurred; and
 - (b) any enactment, instrument or interest that applied to the vesting and gifting back site immediately before the vesting date continues to apply to it as if the vesting had not occurred; and
 - (c) to the extent that an overlay classification applies to the vesting and gifting back site immediately before the vesting date, it continues to apply to it as if the vesting had not occurred; and
 - (d) the Crown retains all liability for the vesting and gifting back site as if the vesting had not occurred; and
- 5.11.4 the vesting under clauses 5.11.1 and 5.11.2 is not affected by Part 4A of the Conservation Act 1987, section 11 or Part 10 of the Resource Management Act 1991, sections 10 or 11 of the Crown Minerals Act 1991, or any other enactment that relates to the land.

TAKAPŪTAO

Background

- 5.12 Takapūtao is a culturally significant place for Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua at the confluence of Lake Ōnoke and the Ruamāhanga and Turanganui rivers. It contains a papakainga, urupa, cultivations and an eel-fishing place.
- 5.13 In 1883, when title to Wairarapa Moana was awarded, the title plan excluded Takapūtao which was marked as a native reserve. The Crown later assumed it had acquired the land, either as part of the tuku rangatira of the Wairarapa Moana title or through the 1853 Turanganui purchase but in 1927 a senior Crown official raised doubts about this assumption. The Crown responded with proceedings to affirm what it saw as its ownership of Takapūtao. Ngāti Kahungunu actively sought to defend their interests in Takapūtao through petitions to the Government and applications to the Native Land Court.
- 5.14 In 1931 Ngāti Kahungunu customary interests were extinguished after Takapūtao was declared Crown land under an application by the Crown to the Native Land Court in a sitting in another district which Ngāti Kahungunu were not notified of and did not attend. In 1933 Takapūtao was permanently reserved for the purposes of river protection and improvement and vested in trust in the South Wairarapa River Board (now Wellington Regional Council) for those purposes.
- 5.15 Ngāti Kahungunu have continued to seek title to the 200 acres at Takapūtao including through protests and petitions following the vesting of the land in the South Wairarapa River Board and through the settlement negotiations.

DEED OF SETTLEMENT
5: CULTURAL REDRESS

- 5.16 The Crown has acknowledged that it failed to actively protect Ngāti Kahungunu interests in land they wished to retain, and that this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Relationship Agreement

- 5.17 The Wellington Regional Council and the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust will work in partnership to develop a relationship agreement in relation to the Takapūtao Reserve.

Right of first refusal

- 5.18 To recognise the cultural significance of the Takaputao Reserve to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, the Crown has included the Takaputao Reserve as RFR land in part 6 of the attachments. This means that the Takaputao Reserve is captured under the right of first refusal that is to be on the terms provided by sections 107 to 136 of the draft settlement bill.

OFFICIAL GEOGRAPHIC NAMES

- 5.19 The settlement legislation will, on the settlement date, provide for each of the names listed in the second column to be the official geographic name for the features set out in columns 3 and 4.

Existing Name	Official geographic name	Location (NZTopo50 sheet and grid references)	Geographic feature type
Atiwhakatu Stream	Te Whakatūrākau Stream	BP34 040759 - BP34 132699	Stream
Bull Hill	Aorangi Maunga	BQ33 958199	Maunga
Cape Palliser or Matakītakiakupe	Cape Palliser / Matakītaki-a-Kupe	BR33 894908	Point
Castlepoint Stream	Wairunga / Castlepoint Stream	BP36 668700 - BP36 713675	Stream
Kaiwhata River	Kaihoata River	BP35 467469 - BQ35 509350	River
Kupe's Sail	Ngā Rā-a-Kupe	BR33 888916 and BR33 887919	Cliffs
Lake Onoke	Lake Ōnoke	BQ32 780168	Lake
Lake Wairarapa	Lake Wairarapa	BQ33 874346	Lake

DEED OF SETTLEMENT
5: CULTURAL REDRESS

Existing Name	Official geographic name	Location (NZTopo50 sheet and grid references)	Geographic feature type
Little Kaiwhata Stream	Kaihoata Iti Stream	BQ35 417338 - BQ35 436366	Stream
Mataopera	Mataoperu Stream	BR33 948940 - BR33 957929	Stream
Motuwaireka Stream	Motu Wairaka Stream	BP35 507506 - BP36 585472	Stream
Mount Barton	Tuhirangi	BR33 952968	Maunga
Mount Percy	Taraoneone	BP36 737775	Maunga
Mount Ross	Hikapu / Mount Ross	BQ33 962076	Maunga
Owahanga	Aohanga	BN37 817913	Locality
Owahanga Hill	Aohanga Hill	BN37 844932	Maunga
Owahanga River	Aohanga River	BN36 653968 - BN37 835913	River
Tauherenikau	Tauwharenīkau Hill	BP33 957542	Hill
Tauherenikau	Tauwharenīkau	BP33 997453	Locality
Tauherenikau River	Tauwharenīkau River	BP33 922640 - BQ33 943388	River
Te Kaukau Point	Te Kakau Point	BR33 027948	Point
Te Maipa	Te Māipi	BP35 435468	Maunga
Te Una Una	Te Unuunu Stream	BQ35 440341 - BQ35 477297	Stream
Te Unu Unu	Te Unuunu	BQ35 438325	Hill
unnamed	Te Rerenga o Te Aohuruhuru	BP36 749770	Rock
Unnamed	Wairarapa Moana	BQ33 827267	Moana
Unnamed	Te Wai o Tūranga	BP36 731720	Spring
Waimimi	Waimīmiha	BP36 621586	Hill
Waimimi Stream	Waimīmiha Stream	BP36 618586 - BP36 629565	Stream
Waitetuna Stream	Waitutuma Stream	BR33 946973 - BR33 940916	Stream

5.20 The settlement legislation will provide for the official geographic names on the terms provided by sections 41 to 44 of the draft settlement bill.

DEED OF SETTLEMENT
5: CULTURAL REDRESS

- 5.21 By or on the settlement date, the Minister for Treaty of Waitangi Negotiations must write a letter to the New Zealand Geographic Board Nga Pou Taunaha o Aotearoa requesting the Board, in respect of the following geographic name, to list the Maori name set out opposite it in the Gazetteer as an original Maori name:

Official geographic name	Unofficial original Māori name	Location (NZTopo50 and grid references)	Geographic feature type
Te Whakatūrākau Stream	Mangatārera o Te Whakatūrākau	BP34 040759 - BP34 132699	Stream

STATUTORY ACKNOWLEDGEMENT

- 5.22 The settlement legislation will, on the terms provided by sections 27 to 35 and 37 to 39 of the draft settlement bill, –

- 5.22.1 provide the Crown's acknowledgement of the statements by Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua of their particular cultural, spiritual, historical, and traditional association with the following areas:
- (a) Arete (hill) and Mount Hector (peak) (as shown on deed plans OTS-203-03 and OTS-203-06):
 - (b) Carter Scenic Reserve (as shown on deed plan OTS-203-04):
 - (c) Coastal Marine Area within the Area of Interest (as shown on deed plan OTS-203-02):
 - (d) Lowes Bush Scenic Reserve (as shown on deed plan OTS-203-05):
 - (e) Oumakura Scenic Reserve (as shown on deed plan OTS-203-07):
 - (f) Pahaoa Scientific Reserve (as shown on deed plan OTS-203-08):
 - (g) Rewa Bush Conservation Area (as shown on deed plan OTS-203-09):
 - (h) Remutaka Forest Park within the area of interest (as shown on deed plan OTS-203-10):
 - (i) Rocky Hills Sanctuary Area (as shown on deed plan OTS-203-11):
 - (j) Turakirae Head Scientific Reserve (as shown on deed plan OTS-203-12);
and
- 5.22.2 require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and

DEED OF SETTLEMENT
5: CULTURAL REDRESS

- 5.22.3 require relevant consent authorities to forward to the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust –
- (a) summaries of resource consent applications for an activity within, adjacent to or directly affecting a statutory area; and
 - (b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and
- 5.22.4 enable the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust, and any member of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, to cite the statutory acknowledgement as evidence of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua’s association with an area.
- 5.23 The statements of association are in part 2 of the documents schedule.

DEED OF RECOGNITION

- 5.24 The Crown must, by or on the settlement date, provide the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust with a copy of a deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation, in relation to the following areas:
- 5.24.1 Arete (hill) and Mount Hector (peak) (as shown on deed plans OTS-203-03 and OTS-203-06):
 - 5.24.2 Carter Scenic Reserve (as shown on deed plan OTS-203-04):
 - 5.24.3 Lowes Bush Scenic Reserve (as shown on deed plan OTS-203-05):
 - 5.24.4 Oumakura Scenic Reserve (as shown on deed plan OTS-203-07):
 - 5.24.5 Pahaoa Scientific Reserve (as shown on deed plan OTS-203-08):
 - 5.24.6 Rewa Bush Conservation Area (as shown on deed plan OTS-203-09):
 - 5.24.7 Remutaka Forest Park within the area of interest (as shown on deed plan OTS-203-10):
 - 5.24.8 Rocky Hills Sanctuary Area (as shown on deed plan OTS-203-11):
 - 5.24.9 Turakirae Head Scientific Reserve (as shown on deed plan OTS-203-12).
- 5.25 Each area that the deed of recognition relates to includes only those parts of the area owned and managed by the Crown.

DEED OF SETTLEMENT
5: CULTURAL REDRESS

5.26 The deed of recognition will provide that the Minister of Conservation and the Director-General of Conservation must, if undertaking certain activities within an area that the deed relates to, –

5.26.1 consult the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust; and

5.26.2 have regard to its views concerning Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua's association with the area as described in the statement of association.

HE KAWENATA HOU ('A NEW COVENANT')

Karakia waerea
Whitiwhitia i te ora!
Whitiwhitia i te ora!
Ka ea ki runga
Ka ea ki raro
He tipua, he tawhito
He ioio nui, he ioio roa
He ioio atua Tāne-te-wānanga
Houhia te uru ora
He ueue tawhito, he ueue tipua
He ueue atua
Rongomai atua
E hua tō tino
E hua tō aro
E hua tō ariki e
Kia tapatapatū
Kia tapatapa rangi
Ki ngā rangi nao ariki
Ki ngā rangi tātara
Kia eke tiritiri o ngā rangi
Tūturu o whiti whakamaua kia tina, tina!
Haumi e, hui e, tāiki e!

This karakia waerea was recited by Te Mātorohanga at Te Hautawa when preparing a space for the whare wānanga. This type of karakia is used for spiritual cleansing and its purpose in this context is to set forth a new pathway.

Background

5.27 Ngāti Kahungunu's aspirations for He Kawenata Hou are based on an arrangement between Governor Grey and Ngāti Kahungunu in 1853, which Ngāti Kahungunu describe as a 'kawenata' or 'covenant'. Under this arrangement, the Crown led Ngāti Kahungunu to expect much in social and economic benefits from the Crown and Pākehā settlement following sale to the Crown of Ngāti Kahungunu land.

DEED OF SETTLEMENT
5: CULTURAL REDRESS

- 5.28 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua leaders resisted selling land to the Crown through the mid-1840s and early 1850s, preferring instead the sizable 'leasehold economy' which earned them substantial rents and other income from the trade in goods.
- 5.29 In 1853, Governor Grey and Donald McLean embarked on a new attempt to purchase land in the Wairarapa and to bring an end to the leasehold economy which the Crown opposed. In August 1853, they convened a 'komiti nui' (large assembly) in southern Wairarapa. Grey reiterated the benefits which could be expected from sale to the Crown, including ample reserves for Māori, schools, medical services, and assistance in acquiring capital items such as flour mills. Many of these items were mentioned in the terms of the 'koha' or 'five percents' clauses included in a number of Wairarapa purchase deeds.
- 5.30 Within a year of the komiti nui (and including the large Castlepoint purchase just prior to the komiti nui), Wairarapa and Tāmaki Nui-ā-Rua Māori had sold to the Crown about 1,500,000 acres, representing around three-fifths of Wairarapa and Tāmaki-nui-a-Rua.
- 5.31 Also in 1853, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua tīpuna (ancestors) were involved in the gifting of Pāpāwai and Kaikōkikiriki lands to the Anglican Church for educational purposes. These gifts were facilitated by Governor Grey and the land was granted to the Church by the Crown on conditions determined by it not by Ngāti Kahungunu. Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua expectations about the use of this land or the funds derived from it were not fulfilled.
- 5.32 In the 1890s, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua tīpuna (ancestors) took a leading role in the Kotahitanga movement, a national movement grounded in te Tiriti o Waitangi/the Treaty of Waitangi that sought a measure of autonomy from the Crown in making important decisions about Māori land and communities. As part of Ngāti Kahungunu's commitment to a relationship with the Crown, they in 1896 sought to resolve their longstanding grievances over the ownership and management of Wairarapa Moana through gifting the Lakes to the Crown in a tuku rangatira ('chiefly gift exchange'). The Crown promised to create reserves for Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua near the lakes but eventually provided substitute property in faraway King Country (at Pouākani).
- 5.33 In 1897, a Kotahitanga petition sent to England with a Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua rangatira sought an end to the alienation of the remnants of Māori land. In the period immediately following this petition, Premier Richard Seddon worked with Kotahitanga, in particular at Pāpāwai marae near Greytown in 1898, to develop proposals for greater Māori decision-making over Māori land and affairs. Eventually legislation of 1900 established Māori Councils and went some way to fulfilling Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and Kotahitanga aspirations. However these innovations were soon undermined by a lack of funding, reductions in Māori representation on Māori Land Boards, and the purchase of Māori land being resumed.
- 5.34 The expectations of benefit that the Crown led Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to anticipate from the kawenata of 1853, and which were to some extent renewed through the 1890s Kotahitanga movement, were disappointed or not fulfilled. The parties

DEED OF SETTLEMENT
5: CULTURAL REDRESS

– Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Crown – now wish to reflect this historical arrangement in a new kawenata (He Kawenata Hou).

Objectives of He Kawenata Hou

- 5.35 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Crown will work in partnership to develop and implement a social and economic revitalisation strategy, the objectives of which will be to –
- 5.35.1 provide a framework for the Crown to partner with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to identify and fulfil opportunities to promote the economic and social well-being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, the wider Wairarapa Tāmaki nui-a-Rua region, and at Mangakino; and
 - 5.35.2 enable Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to support and contribute to the social and economic development of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, the wider Wairarapa Tāmaki nui-a-Rua region, and at Mangakino; and
 - 5.35.3 develop and implement more effective delivery of social and economic services and programmes of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, the wider Wairarapa Tāmaki nui-a-Rua region, and at Mangakino; and
 - 5.35.4 develop and implement a plan for the transformation of the social and economic circumstances of Ngāti Kahungunu.

Implementation of He Kawenata Hou

- 5.36 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Crown will develop the strategy through the following phases:
- 5.36.1 **scoping phase:** within 12 months of the date of this deed, the Crown agencies set out in clause 5.40 and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua will meet and exchange information to identify the opportunities for co-operation in the delivery of social and economic services and allocate responsibilities for the preparation of the strategy; and
 - 5.36.2 **preparation of the strategy:** the Crown agencies listed in clause 5.40 and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua will prepare a strategy to achieve the objectives outlined in clause 5.35; and
 - 5.36.3 **implementation of the strategy:** the Crown agencies listed in clause 5.40 and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua will carry out their respective responsibilities under the strategy. This phase will also include evaluation checks.
- 5.37 The process set out above will also be followed in relation to the Crown agencies set out in clauses 5.40 at a time to be agreed between the parties.

DEED OF SETTLEMENT
5: CULTURAL REDRESS

- 5.38 The strategy will reflect the overarching objectives of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua referred to at clause 5.35.
- 5.39 The strategy will contain –
- 5.39.1 the agreed social and economic goals of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Crown; and
 - 5.39.2 commitments from Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and Crown agencies to combine action and sharing of resources where that is in the mutual interests of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Crown agencies; and
 - 5.39.3 a decision-making process including mechanisms for the resolution of disputes; and
 - 5.39.4 a monitoring and evaluation framework for the strategy.
- 5.40 The following Crown agencies will be involved in the development of the social and economic revitalisation strategy:
- 5.40.1 Department of Corrections; and
 - 5.40.2 Mid Central District Health Board; and
 - 5.40.3 Ministry of Business, Innovation and Employment; and
 - 5.40.4 Ministry of Education; and
 - 5.40.5 Ministry of Justice; and
 - 5.40.6 Ministry of Social Development; and
 - 5.40.7 Oranga Tamariki, Ministry for Vulnerable Children; and
 - 5.40.8 New Zealand Police; and
 - 5.40.9 Te Puni Kōkiri; and
 - 5.40.10 Wairarapa District Health Board.
- 5.41 If other Crown agencies agree, they may be added to the list in clause 5.40.
- 5.42 The strategy will be developed with Crown agencies and implemented to the extent agency resourcing will allow.
- 5.43 The strategy will not override the Crown's ability to make decisions relating to Crown policy setting, funding and responsibilities, or to provide services in the Wairarapa

DEED OF SETTLEMENT
5: CULTURAL REDRESS

Tamaki nui-ā-Rua region, and at Mangakino. Nor will the strategy derogate from the Crown's responsibilities in the Wairarapa Tāmaki nui-ā-Rua region, and at Mangakino.

RELATIONSHIP AGREEMENTS

Relationship agreement with Department of Conservation

- 5.44 The Department of Conservation and the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust must, by or on the settlement date, sign a relationship agreement.
- 5.45 The relationship agreement sets out how the Department of Conservation will interact with the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust with regard to the matters specified in it.
- 5.46 The relationship agreement will be in the form in part 7 of the documents schedule.
- 5.47 The parties acknowledge that the Department of Conservation and Ngāti Kahungunu will work together to maintain a positive, collaborative and enduring relationship into the future.
- 5.48 A failure by the Crown to comply with the relationship agreement referred to in clause 5.44 is not a breach of this deed.

Relationship agreement with Heritage New Zealand Pouhere Taonga

- 5.49 Heritage New Zealand Pouhere Taonga and the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust must, by or on the settlement date, sign a relationship agreement.
- 5.50 The relationship agreement sets out how Heritage New Zealand Pouhere Taonga will interact with the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust with regard to the matters specified in it.
- 5.51 The relationship agreement will be in the form in part 8 of the documents schedule.
- 5.52 The parties acknowledge that Heritage New Zealand Pouhere Taonga and the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust will work together to identify and discuss potential opportunities for collaboration with Department of Internal Affairs Te Tari Taiwhenua, the Museum of New Zealand Te Papa Tongarewa and the Ministry of Culture and Heritage.
- 5.53 A failure by Heritage New Zealand Pouhere Taonga to comply with the relationship agreement referred to in clause 5.49 is not a breach of this deed.

DEED OF SETTLEMENT
5: CULTURAL REDRESS

Relationship agreement with Ministry for the Environment

- 5.54 The Ministry for the Environment and the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust must, by or on the settlement date, sign a relationship agreement.
- 5.55 The relationship agreement sets out how the Ministry for the Environment will interact with the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust with regard to the matters specified in it.
- 5.56 The relationship agreement will be in the form in part 9 of the documents schedule.
- 5.57 A failure by the Crown to comply with the relationship agreement referred to in clause 5.54 is not a breach of this deed.

FISHERIES REDRESS

- 5.58 The Crown recognises Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua –
- 5.58.1 are entitled to have input into, and participate in, fisheries management processes that affect fish stocks in their area of interest and that are managed by the Ministry for Primary Industries under fisheries legislation; and
- 5.58.2 have a special relationship within their area of interest with all species of fish, aquatic life and seaweed and all such species being taonga of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.

Ngāti Kahungunu fisheries relationship agreement

- 5.59 The Ministry for Primary Industries will explore with the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust and Ngāti Kahungunu Iwi Incorporated the development of a fisheries relationship agreement, with the intention that the agreement will –
- 5.59.1 detail how the Ministry for Primary Industries will exercise its powers and functions under fisheries legislation in relation to Ngāti Kahungunu and the mandated representatives of Ngāti Kahungunu (including the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust);
- 5.59.2 recognise that the mandated representatives of Ngāti Kahungunu (including Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua) continue to have rights as tangata whenua:
- (a) to be consulted under the Fisheries Act 1996;
- (b) to exercise their customary non-commercial fisheries interests under the Fisheries Act 1996 and related regulations; and

DEED OF SETTLEMENT
5: CULTURAL REDRESS

5.59.3 for the purposes of this clause, the following entities are the mandated representatives of Ngāti Kahungunu (including Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua):

- (a) Tātau Tātau o Te Wairoa Trust:
- (b) Mana Ahuriri Trust:
- (c) Heretaunga Tamatea Settlement Trust:
- (d) Ngati Pāhauwera Tiaki Trust:
- (e) Maungaharuru-Tangitū Trust:
- (f) Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust.

Letter of recognition

5.60 The Director-General for Primary Industries must, by or on the settlement date, write a letter to the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust in the form set out in part 12 of the documents schedule outlining how Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua will have input into sustainability processes and decisions covering fisheries resources, and how Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua will be consulted on policy led, and work undertaken, by the Ministry for Primary Industries, as these directly affect the area of interest.

Appointment as an advisory committee

5.61 The Minister of Fisheries must appoint the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 in relation to areas of significance to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua for the purpose of advising the Minister on changes in the fisheries management regime for the areas of significance.

5.62 The appointment of the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust as an advisory committee will occur as soon as reasonably practicable after the settlement date provided that the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust have reached agreement with the Ministry for Primary Industries on the areas of significance to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua. If agreement has not been reached prior to settlement date, the appointment will occur as soon as possible after agreement has been reached.

MANAWATU RIVER ADVISORY BOARD

5.63 The Rangitāne o Manawatu Claims Settlement Act 2016 established a statutory board known as the Manawatū River Advisory Board.

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.64 The settlement legislation will, on the terms provided by section 40 of the draft settlement bill, provide that the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust may appoint a member to the Manawatū River Advisory Board.

TE UPOKO TAIAO – NATURAL RESOURCE MANAGEMENT COMMITTEE

- 5.65 The settlement legislation will, on the terms provided by sections 88 to 90 of the draft settlement bill, provide that –
- 5.65.1 Te Upoko Taiao – Natural Resources Plan Committee is a permanent committee of the Wellington Regional Council deemed to be appointed under clause 30(1)(a) of Schedule 7 of the Local Government Act 2002; and
- 5.65.2 the terms of reference may only be changed by the Wellington Regional Council on the recommendation of the committee; and
- 5.65.3 the committee may only be disestablished by the Wellington Regional Council on the recommendation of the committee.

HORIZONS REGIONAL COUNCIL

- 5.66 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua have been working with Horizons Regional Council to formalise their existing relationship. Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua aspirations are for a co-governance and co-management arrangement between Horizons Regional Council and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, including:
- 5.66.1 a joint management agreement in relation to the rivers in the eastern Tāmaki nui-a-Rua region; and
- 5.66.2 a joint management agreement in relation to the Manawatu River and its tributaries.
- 5.67 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and Horizons Regional Council acknowledge that future discussions about joint management agreements will need to include all iwi with interests in these rivers. Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and Horizons Regional Council will continue to collaborate to define how best to develop an enduring relationship together.

LETTER OF COMMITMENT WITH DEPARTMENT OF INTERNAL AFFAIRS AND MUSEUM OF NEW ZEALAND TE PAPA TONGAREWA

- 5.68 The Department of Internal Affairs, the Museum of New Zealand Te Papa Tongarewa and the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust must, by or on the settlement date, sign a letter of commitment.
- 5.69 The letter of commitment will be in the form in part 11 of the documents schedule.

DEED OF SETTLEMENT
5: CULTURAL REDRESS

- 5.70 The parties acknowledge that the Department of Internal Affairs, the Museum of New Zealand Te Papa Tongarewa and the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust will collaborate to define how the parties will develop an enduring relationship together.

LETTER OF RELATIONSHIP WITH LAND INFORMATION NEW ZEALAND

- 5.71 Land Information New Zealand and the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust must, by or on the settlement date, sign a letter of relationship.
- 5.72 The letter of relationship will be in the form in part 10 of the documents schedule.
- 5.73 The parties acknowledge that Land Information New Zealand and the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust will collaborate to define how the parties will develop an enduring relationship together.

LETTERS OF INTRODUCTION

- 5.74 By or on the settlement date, the chief executive of the Office for Māori Crown Relations – Te Arawhiti will write a letter of introduction to each of the following entities, agencies and local authorities, to introduce the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust, and encourage each entity, agency and local authority to enhance their relationship with the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust:

- 5.74.1 Auckland City Libraries:
- 5.74.2 Auckland War Memorial Museum:
- 5.74.3 Audio Visual Museum of New Zealand Inc:
- 5.74.4 Canterbury Museum:
- 5.74.5 Cobblestones Regional Early Settlers Museum:
- 5.74.6 Dannevirke Gallery of History:
- 5.74.7 Eketahuna & Districts Early Settlers Museum:
- 5.74.8 Featherston Heritage Complex:
- 5.74.9 Hawke's Bay Museum & Art Gallery:
- 5.74.10 Hocken Collections (University of Otago):
- 5.74.11 Martinborough Colonial Museum:
- 5.74.12 Museum of Transport and Technology:

DEED OF SETTLEMENT
5: CULTURAL REDRESS

- 5.74.13 Museum of Wellington City & Sea:
 - 5.74.14 New Zealand Film Archive:
 - 5.74.15 Otago Museum / Otago Settlers Museum:
 - 5.74.16 Pahiatua & Districts Museum Society Inc:
 - 5.74.17 Puke Ariki (New Plymouth Museum):
 - 5.74.18 Sound Archives/Nga Taonga Korero (Radio New Zealand):
 - 5.74.19 Tairāwhiti Museum (Gisborne):
 - 5.74.20 Te Manawa (Palmerston North):
 - 5.74.21 The University of Auckland:
 - 5.74.22 Voyager New Zealand Maritime Museum:
 - 5.74.23 Waikato Museum:
 - 5.74.24 Woodville Pioneer Museum Society Inc.
- 5.75 By or on the settlement date the Minister for Treaty of Waitangi Negotiations will write a letter to each of the following ministries, departments, and agencies to provide a platform for better engagement with the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust:
- 5.75.1 AgResearch Limited:
 - 5.75.2 Callaghan Innovation:
 - 5.75.3 Creative NZ (Arts Council of New Zealand):
 - 5.75.4 Education Review Office:
 - 5.75.5 Environmental Protection Agency:
 - 5.75.6 Health and Disability Commissioner:
 - 5.75.7 Human Rights Commission:
 - 5.75.8 Institute of Environmental Science and Research Limited:
 - 5.75.9 Landcare Research New Zealand Limited:
 - 5.75.10 Māori Broadcasting Funding Agency (Te Māngai Pāho):

DEED OF SETTLEMENT
5: CULTURAL REDRESS

- 5.75.11 Ministry of Foreign Affairs and Trade:
- 5.75.12 Ministry for Primary Industries:
- 5.75.13 National Institute of Water & Atmospheric Research Limited:
- 5.75.14 New Zealand Trade and Enterprise:
- 5.75.15 Office of the Children's Commissioner:
- 5.75.16 Radio New Zealand:
- 5.75.17 SCION (New Zealand Forest Research Institute Limited):
- 5.75.18 Te Mātāwai:
- 5.75.19 Te Taura Whiri i Te Reo Māori (Māori Language Commission):
- 5.75.20 Television New Zealand:
- 5.75.21 Tertiary Education Commission.

CULTURAL REVITALISATION

- 5.76 The Crown will pay \$375,000 to the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust on the settlement date for cultural revitalisation purposes.
- 5.77 On the settlement date, the Crown will pay \$5,000,000 to the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust to hold until the establishment of the Wairarapa Moana Statutory Board.
- 5.78 Those funds will be used for the purposes of promoting the restoration, protection and enhancement of the social, cultural, environmental and spiritual health and well-being of Wairarapa Moana and the Ruamahanga River catchment.

SPECIFIED EXCLUSIVE CULTURAL REDRESS

- 5.79 Subject to clause 5.80, the Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.
- 5.80 However, the Crown must not enter into another settlement that provides for the same or similar redress as set out in clauses 5.1, 5.2 and 5.18.

DEED OF SETTLEMENT
5: CULTURAL REDRESS

PROTOCOLS

5.81 Each of the following protocols must, by or on the settlement date, be signed and issued to the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust by the responsible Minister:

5.81.1 the Crown minerals protocol:

5.81.2 the taonga tūturu protocol.

5.82 A protocol sets out how the Crown will interact with the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust with regard to the matters specified in it.

FORM AND EFFECT OF DEED OF RECOGNITION AND PROTOCOLS

5.83 The deed of recognition will be –

5.83.1 in the form in the documents schedule; and

5.83.2 issued under, and subject to, the terms provided by sections 36 to 39 of the draft settlement bill.

5.84 Each protocol will be –

5.84.1 in the form in the documents schedule; and

5.84.2 issued under, and subject to, the terms provided by sections 21 to 26 of the draft settlement bill.

5.85 A failure by the Crown to comply with the deed of recognition or a protocol is not a breach of this deed.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

- 6.1 The Crown must pay the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust on the settlement date \$35,162,000, being the financial and commercial redress amount of \$115,000,000 less –
- 6.1.1 \$18,600,000, being the on-account payment that was paid on 22 August 2017 to the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust on account of the settlement; and
- 6.1.2 \$51,150,000, being the on-account payment to be made under clause 6.2; and
- 6.1.3 \$10,088,000, being the total transfer values of the commercial redress properties.

ON-ACCOUNT PAYMENT

- 6.2 Within 10 business days of the date of the deed the Crown must pay \$51,150,000 to the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust on account of the settlement.

COMMERCIAL REDRESS PROPERTIES

- 6.3 Each commercial redress property is to be –
- 6.3.1 transferred by the Crown to the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust on the settlement date –
- (a) as part of the redress to settle the historical claims, and without any other consideration to be paid or provided by the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust or any other person; and
- (b) on the terms of transfer in part 6 of the property redress schedule; and
- 6.3.2 as described, and is to have the transfer value provided, in part 3 of the property redress schedule.
- 6.4 The transfer of each commercial redress property will be subject to, and where applicable with the benefit of, the encumbrances provided in part 3 of the property redress schedule in relation to that property.

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

LICENSED LAND

- 6.5 The settlement legislation will, on the terms provided by sections 91 to 106 of the draft settlement bill, provide for the following in relation to the commercial redress property that is licensed land:
- 6.5.1 its transfer by the Crown to the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust:
 - 6.5.2 it to cease to be Crown forest land upon registration of the transfer:
 - 6.5.3 the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust to be, from the settlement date, in relation to the licensed land, –
 - (a) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and
 - (b) entitled to the rental proceeds since the commencement of the Crown forestry licence:
 - 6.5.4 the Crown to give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 terminating the Crown forestry licence, in so far as it relates to the licensed land, at the expiry of the period determined under that section, as if –
 - (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land to Māori ownership; and
 - (b) the Waitangi Tribunal's recommendation became final on settlement date:
 - 6.5.5 the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust to be the licensor under the Crown forestry licence, as if the licensed land had been returned to Māori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying:
 - 6.5.6 for rights of access to areas that are wāhi tapu.

DEFERRED SELECTION PROPERTIES

- 6.6 The trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust may during the deferred selection period for each deferred selection property, give the Crown a written notice of interest in accordance with paragraph 5.1 of the property redress schedule.

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.7 Part 5 of the property redress schedule provides for the effect of the notice and sets out a process where the property is valued and may be acquired by the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust.
- 6.8 Each of the following deferred selection properties is to be leased back to the Crown, immediately after its purchase by the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust, on the terms and conditions provided by the lease for that property in part 6 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase):
- 6.8.1 Martinborough School site (land only):
 - 6.8.2 Lakeview School site (land only):
 - 6.8.3 Greytown School site (land only):
 - 6.8.4 Carterton School site (land only):
 - 6.8.5 Huia Range School site (land only).
- 6.9 In the event that any school site becomes surplus to the land holding agency's requirements, then the Crown may, at any time before the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust have given a notice of interest in respect of the school site, give written notice to the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust advising it that school site is no longer available for selection by the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust in accordance with clause 6.6. The right under clause 6.6 ceases in respect of the school site on the date of receipt of the notice by the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust under this clause. To avoid doubt, the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust will continue to have a right of first refusal in relation to the school site in accordance with clause 6.11.

SETTLEMENT LEGISLATION

- 6.10 The settlement legislation will, on the terms provided by sections 91 to 106 of the draft settlement bill, enable the transfer of the commercial redress properties and the deferred selection properties.

RFR FROM THE CROWN

- 6.11 The trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust will have a right of first refusal in relation to a disposal of RFR land, being land listed in the attachments as RFR land that, on the settlement date –
- 6.11.1 is vested in the Crown; or
 - 6.11.2 the fee simple for which is held by the Crown; or

DEED OF SETTLEMENT
6: FINANCIAL AND COMMERCIAL REDRESS

- 6.11.3 the fee simple for which is held by AgResearch Limited; or
 - 6.11.4 is a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on the application of section 25 or 27 of the Reserves Act 1977, revert in the Crown.
- 6.12 The right of first refusal is –
- 6.12.1 to be on the terms provided by sections 107 to 136 of the draft settlement bill; and
 - 6.12.2 in particular, to apply –
 - (a) for a term of 178 years from the settlement date; but
 - (b) only if the RFR land is not being disposed of in the circumstances provided by sections 115 to 125 or 126(1) of the draft settlement bill.

LANDCORP FARMS

- 6.13 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua aspires to recover their traditional lands of high cultural significance including the farms owned by Landcorp Farming Limited in the Wairarapa, in particular, Wairio Station which is of immense cultural and historical significance to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.
- 6.14 In 2018, the trustees of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust and Landcorp Farming Limited entered into an agreement for the sale and purchase of Wairio Station and an agreement for the sale and purchase of Rangedale Farm (**Prior Agreements**). The Prior Agreements did not become unconditional and were cancelled in accordance with their terms due to the delay in this deed being signed by the parties. Landcorp and the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust will enter into new agreements for the sale and purchase in relation to each of those farm properties on the same terms and conditions (including price) as the Prior Agreements. The new agreements will provide for the transfer of Wairio Station and Rangedale Farm to the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust on 30 June 2022.

DEED OF SETTLEMENT

7 JOINT REDRESS

BACKGROUND AND JOINT REDRESS LEGISLATION

- 7.1 The Crown, the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-ā-Rua Trust and the trustees of the Rangitāne Tū Mai Rā Trust agreed redress that is to be provided to the joint redress entities if –
- 7.1.1 this deed contains provisions to give effect to it; and
 - 7.1.2 the joint redress legislation is agreed by the joint redress entities; and
 - 7.1.3 the joint redress legislation is enacted.
- 7.2 The joint redress was agreed by the Crown, the trustees of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Trust and the trustees of the Rangitāne Tū Mai Rā Trust as set out in the agreement in principle referred to in clause 1.18.2 and the Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua deed of settlement.
- 7.3 In 2017 the Crown, the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust and the trustees of the Rangitāne Tū Mai Rā Trust agreed the final joint redress package, as set out in this part.
- 7.4 The Rangitāne o Wairarapa and Rangitāne o Tāmaki nui-ā-Rua deed of settlement also refers to the joint redress set out in this part.
- 7.5 The parties record that the joint redress and the draft Te Rohe o Rongokako Joint Redress Bill have been agreed and are set out, respectively, in this part and part 8 of the attachments.
- 7.6 The Crown must propose the draft Te Rohe o Rongokako Joint Redress Bill for introduction to the House of Representatives.
- 7.7 The Crown is not in breach of this deed if, having complied with clause 7.6, the joint redress legislation is not enacted, or enacted in a different form to that contemplated by this deed.
- 7.8 The joint redress legislation is to provide that the date on which the joint redress is vested or becomes effective is the later of:
- 7.8.1 the settlement date; and
 - 7.8.2 the date that is 40 business days after the date on which the joint redress legislation comes into force,
- (the **joint redress settlement date**).

DEED OF SETTLEMENT

7: JOINT REDRESS

OVERLAY CLASSIFICATION

- 7.9 The joint redress legislation will, on the terms provided by subpart 1 of part 2 of the draft Te Rohe o Rongokako Joint Redress Bill –
- 7.9.1 declare the Castlepoint Scenic Reserve (as shown on deed plan OTS-203-13) to be an overlay area subject to an overlay classification; and
 - 7.9.2 provide the Crown's acknowledgement of the respective statements of value in relation to Castlepoint Scenic Reserve for:
 - (a) Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua; and
 - (b) Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua; and
 - 7.9.3 require the New Zealand Conservation Authority, or a relevant conservation board, –
 - (a) when considering a conservation management strategy, conservation management plan or national park management plan, in relation to an area, to have particular regard to the statement of Ngāti Kahungunu ki Wairarapa Tāmaki nui- a-Rua values and the statement of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua values, and the protection principles, for the area; and
 - (b) before approving a conservation management strategy, conservation management plan or national park management plan, in relation to the area, to –
 - (i) consult with the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust and the trustees of the Rangitāne Tū Mai Rā Trust; and
 - (ii) have particular regard to their views as to the effect of the document on the statement of Ngāti Kahungunu ki Wairarapa Tāmaki nui- a-Rua values and the statement of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua values, and the protection principles, for the area; and
 - 7.9.4 require the Director-General of Conservation to take action in relation to the protection principles; and
 - 7.9.5 enable the making of regulations and bylaws in relation to the area.
- 7.10 The statement of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua values, the protection principles, and the Director-General's actions are in part 1 of the documents schedule.

DEED OF SETTLEMENT

7: JOINT REDRESS

- 7.11 The statement of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua values, the protection principles, and the Director-General's actions are also in part 1.1 of the documents schedule of the Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua deed of settlement.

JOINTLY VESTED PROPERTIES AND PROPERTY VESTED IN TIPUNA

Jointly vested properties and Mākirikiri property

- 7.12 Each of the following properties means the property described by that name in schedule 3 of the draft Te Rohe o Rongokako Joint Redress Bill:

7.12.1 Mākirikiri property:

7.12.2 Mataikona property:

7.12.3 Wairarapa Moana property.

Mataikona property

- 7.13 The joint redress legislation will, on the terms provided by sections 26 and 29 to 36 of the draft Te Rohe o Rongokako Joint Redress Bill, –

7.13.1 vest the fee simple estate in Mataikona property (as shown on deed plan OTS-203-26) in the joint redress entities as tenants in common in equal undivided shares on the joint redress settlement date; and

7.13.2 provide for a record of title to be created for each undivided share of the fee simple estate in the property.

Wairarapa Moana property

- 7.14 The joint redress legislation will, on the terms provided by sections 27, 29 to 36, and 40 to 43 of the draft Te Rohe o Rongokako Joint Redress Bill, –

7.14.1 vest the Wairarapa Moana property (as shown on deed plan OTS-203-23) in fee simple in the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-ā-Rua Settlement Trust and the trustees of the Rangitāne Tū Mai Rā Trust as tenants in common in unequal shares of 90 percent in the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-ā-Rua Settlement Trust and 10 percent in the trustees of the Rangitāne Tū Mai Rā Trust on the joint redress settlement date;

7.14.2 provide that the vesting will be subject to local purpose reserve status;

7.14.3 provide that the Wairarapa Moana Statutory Board will be the administering body of the reserve;

DEED OF SETTLEMENT

7: JOINT REDRESS

- 7.14.4 provide for a record of title to be created for each undivided share of the fee simple estate in the property; and
- 7.14.5 provide that the reserve cannot be subsequently transferred other than to a new trustee of either the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust or the trustees of the Rangitāne Tū Mai Rā Trust or to a custodian trustee of either of those trusts.

Mākirikiri property (Property vested in Tipuna)

- 7.15 The joint redress legislation will, on the terms provided by sections 28 to 39 and 42 and 43 of the draft Te Rohe o Rongokako Joint Redress Bill, –
- 7.15.1 vest the Mākirikiri property (as shown on deed plan OTS-203-24, and being the Makirikiri Recreation Reserve and the Makirikiri Scenic Reserve), in the tipuna (ancestor) Te Rangiwhakaewa as a recreation reserve subject to section 17 of the Reserves Act 1977 on the joint redress settlement date; and
- 7.15.2 provide that the recreation reserve will be named the Mākirikiri Reserve; and
- 7.15.3 establish a joint management board, comprising 2 appointees of each joint redress entity, to be the administering body of the reserve and the Reserves Act 1977 applies to the reserve as if it were vested in the board under section 26 of that Act; and
- 7.15.4 provide that –
- (a) the quorum at meetings of the joint management board will be 2 members, being 1 appointee from each joint redress entity; and
 - (b) the first chair of the joint management board will be appointed by the trustees of the Rangitāne Tū Mai Rā Trust, and that each subsequent chair will be appointed alternately starting with the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust and then the trustees of the Rangitāne Tū Mai Rā Trust; and
 - (c) the first deputy chair of the joint management board will be appointed by the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust, and that each subsequent chair will be appointed alternately starting with the trustees of the Rangitāne Tū Mai Rā Trust and then the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust; and
- 7.15.5 provide that the joint management board has all the rights and obligations of the owner of the Mākirikiri property, despite its vesting in the tipuna (ancestor) Te Rangiwhakaewa; and

DEED OF SETTLEMENT

7: JOINT REDRESS

7.15.6 provide for the creation of a record of title for the fee simple estate in the name of "Te Rangiwakaewa"; and

7.15.7 provide that the Mākirikiri property cannot be subsequently transferred.

Mākirikiri Gravel Reserve

7.16 In lieu of vesting the Mākirikiri Gravel Reserve in the joint redress iwi, as offered in the agreement in principle on the joint redress settlement date, the Crown will pay \$31,000 to each of the joint redress entities.

APPLICATION OF SCHEDULES

7.17 Part 1 and part 2 of the property redress schedule apply to the jointly vested properties and the Mākirikiri property as if –

7.17.1 they were each a redress property;

7.17.2 they were each a cultural redress property for the purposes of part 2; and

7.17.3 in the case of the part of the Mākirikiri property that is currently the Makirikiri Recreation Reserve, it were a council-administered cultural redress property.

WAIRARAPA MOANA FRAMEWORK

Background

7.18 Wairarapa Moana has been a culturally rich and spiritually significant taonga of Ngāti Kahungunu, Rangitāne and their tīpuna for nearly a thousand years, treasured for its tuna, other fisheries, birdlife, and many other resources. Wairarapa Moana today comprises Lakes Wairarapa and Ōnoke whose water levels are artificially maintained and cover nearly 10,000 hectares (about 24,000 acres). Until the 1880s, the lakes and the extensive wetlands around them would fill on a seasonal basis to cover over 21,000 hectares (52,500 acres), when the outlet to the sea at Lake Ōnoke was blocked by sand and shingle.

7.19 The seasonal fullness of Wairarapa Moana was known as the hinurangi, when up to 30 tonnes of tuna was caught during the annual migration from Lake Ōnoke to the ocean. Tuna were an important food source not only for hapū with mana whenua around the lake but for the entire iwi, who joined in this seasonal bounty. Rangatiratanga over Wairarapa Moana enabled hapū and iwi to exercise kaitiakitanga and sustainably manage its tuna and other resources. Tuna were preserved and shared further afield as koha (gift) or traded with other, often related iwi, who lacked access to this prized delicacy, affirming their manaakitanga, strengthening whanaungatanga and enhancing the mana of the Wairarapa Moana iwi.

7.20 Following the Komiti Nui in 1853 Wairarapa Moana iwi and the Crown arranged purchase deeds which included land around Wairarapa Moana but excluded the lakes

DEED OF SETTLEMENT

7: JOINT REDRESS

and the outlet at Ōnoke which the Crown promised would be opened only with Maori consent. The deeds gave the margin of the lakes as a boundary, but did not clarify if this was the edge of the lake during the hinurangi or when the lakes were low. Wairarapa Moana iwi pointed to the line of the hinurangi as the boundary they intended. The Crown subsequently sold land to settlers that was exposed when the waters of the lake were low, despite evidence that McLean said he had not purchased this land. Many settlers saw the hinurangi as a 'flood' and from the 1860s lobbied the Crown to take control of the outlet at Ōnoke to keep the level of the lake unnaturally and permanently low.

- 7.21 In the 1870s and 1880s Wairarapa Moana iwi offered a compromise that would keep the outlet open for 10 months a year, leaving just February and March to catch tuna. The catch would be reduced as would the effects of the hinurangi on farms beside the lakes. A small number of settlers were not satisfied and the Crown enabled them to form the South Wairarapa River Board in 1886 on which iwi were not represented. The authority delegated by the Crown to the Board enabled it to declare this taonga to be a 'public drain' under its jurisdiction, enabling it to open the outlet whenever it wished. It was supported by the Crown in 1888 when it first opened the outlet, and 1889 legislation strengthened the Board's hand.
- 7.22 A Royal Commission in 1891 upheld the rights of the iwi to Wairarapa Moana, found the Board's actions were not legal, and recommended a compromise similar to that already proposed by the iwi. The Crown did nothing. In 1893 rangatira Piripi Te Maari took a trespass case against the Board to the Court of Appeal but was unsuccessful. He died in 1895 before his case could be heard by the Privy Council. That year a Parliamentary select committee found the iwi "have been wronged" and should be compensated.
- 7.23 After the Crown again failed to right these wrongs, Wairarapa Moana iwi invited it in 1896 to join them in a tuku rangatira to resolve the impasse. Under what was known as "the Treaty of Lake Wairarapa" it was agreed that in exchange for the iwi's gift of Wairarapa Moana to the Crown, it would grant them ample reserves around the lakes and reimburse them for their heavy legal expenses in the long struggle to protect Wairarapa Moana.
- 7.24 The reimbursement agreed under the 1896 tuku rangatira of Wairarapa Moana was paid but the promised lakeside reserves were never made. Instead, in 1916, a large area of very poor land 600 kilometres away at Pouākani (near Mangakino) was vested in more than 200 iwi members. Under the 1896 tuku rangatira the Crown promised the iwi that their customary fisheries in Wairarapa Moana "shall not be impeded" and introduced predatory fish, such as trout and perch, would not be put in the lakes. These promises were not kept and the tuna and other fisheries have been severely depleted by introduced species, pollution, drainage of wetlands, and large-scale commercial fishing.
- 7.25 The iwi have a vision of a return to health and wellbeing for Wairarapa Moana and the Ruamāhanga catchment and a future in which the resources of these waterways are

DEED OF SETTLEMENT

7: JOINT REDRESS

once again abundant. This redress is an opportunity for the Wairarapa Moana iwi, the Crown and local authorities to work together in partnership towards that vision.

Summary of Framework

7.26 The Wairarapa Moana framework consists of the following elements:

Part A – Wairarapa Moana Statutory Board:

Part B – Wairarapa Moana Document:

Part C – Wairarapa Moana reserves.

PART A – Wairarapa Moana Statutory Board

Establishment and purpose of the Wairarapa Moana Statutory Board

- 7.27 The joint redress legislation will, on the terms provided by subpart 1 of part 3 of the draft Te Rohe o Rongokako Joint Redress Bill establish a board, called the Wairarapa Moana Statutory Board, and provide for its functions, membership, procedures, committees and for other related matters.
- 7.28 Clauses 7.29 to 7.60 summarise the key elements of those matters and, at clause 7.59, provide for the funding and administrative support for the Wairarapa Moana Statutory Board.
- 7.29 The joint redress legislation will, on the terms provided by subpart 1 of part 3 of the draft Te Rohe o Rongokako Joint Redress Bill, establish the Wairarapa Moana Statutory Board, whose purpose will be to act as a guardian of Wairarapa Moana and the Ruamahanga River catchment, for the benefit of present and future generations by –
- 7.29.1 being the administering body of the Wairarapa Moana reserves under the Reserves Act 1977 and the joint redress legislation, and to protect and enhance their cultural, spiritual and ecological values; and
 - 7.29.2 being the manager of the Wairarapa Moana marginal strips as if it were appointed under section 24H of the Conservation Act 1987; and
 - 7.29.3 providing leadership on the sustainable management of Wairarapa Moana and the Ruamahanga River catchment; and
 - 7.29.4 promoting the restoration, protection and enhancement of the social, economic, cultural, environmental and spiritual health and well-being of Wairarapa Moana and the Ruamahanga River catchment as they relate to natural resources.

DEED OF SETTLEMENT

7: JOINT REDRESS

Functions of the Wairarapa Moana Statutory Board

- 7.30 The principal function of the Wairarapa Moana Statutory Board is to achieve its purpose.
- 7.31 The other functions of the Wairarapa Moana Statutory Board are –
- 7.31.1 to do the following in relation to the 3 parts of the Wairarapa Moana document:
- (a) to prepare and approve the overarching vision and desired outcomes document;
 - (b) to be consulted on the preparation of the reserves management plan and submit it for approval;
 - (c) to approve the natural resources document; and
- 7.31.2 to determine the Wairarapa Moana Statutory Board's annual and multi-year priorities; and
- 7.31.3 to agree with the Wairarapa Moana Statutory Board appointers an annual operational management programme for the Wairarapa Moana reserves, including projects planned for the reserves; and
- 7.31.4 to provide advice to the Minister of Conservation and Director-General on conservation matters relating to Wairarapa Moana reserves; and
- 7.31.5 to provide recommendations to the Minister of Conservation about authorisations (and conditions) for the taking and killing for commercial purposes of any fish within any Wairarapa Moana reserve; and
- 7.31.6 to decide on authorisations for the taking and killing of any fish within any Wairarapa Moana reserve in cases other than those referred to in clause 7.31.5; and
- 7.31.7 to engage with, seek advice from, and provide advice to local authorities and other relevant agencies regarding the sustainable integrated management of Wairarapa Moana and the Ruamahanga River catchment; and
- 7.31.8 to monitor and report to the Wairarapa Moana Statutory Board appointers annually on the implementation of the Wairarapa Moana document and the annual operational management programme agreed under clause 7.98; and
- 7.31.9 to engage with third parties and interest groups, including producing and disseminating information, and awareness of, Wairarapa Moana and the Ruamahanga River catchment; and

DEED OF SETTLEMENT

7: JOINT REDRESS

7.31.10 any other function required to achieve the Wairarapa Moana Statutory Board's purpose.

Appointment of members for the Wairarapa Moana Statutory Board

- 7.32 The Crown and the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust have agreed, together with the trustees of the Rangitāne Tū Mai Rā Trust, Wellington Regional Council and South Wairarapa District Council, to be part of the Wairarapa Moana Statutory Board comprising members appointed by the following:
- 7.32.1 the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust:
 - 7.32.2 the trustees of the Rangitāne Tū Mai Rā Trust:
 - 7.32.3 the Minister of Conservation:
 - 7.32.4 the Wellington Regional Council:
 - 7.32.5 the South Wairarapa District Council.
- 7.33 The Wairarapa Moana Statutory Board will comprise –
- 7.33.1 4 members appointed by the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust, including 1 member representing the hapū of Papawai Marae and 1 member representing the hapū of Kohunui Marae; and
 - 7.33.2 1 member appointed by the trustees of the Rangitāne Tū Mai Rā Trust; and
 - 7.33.3 2 members appointed by the Minister of Conservation; and
 - 7.33.4 2 members appointed by the Wellington Regional Council; and
 - 7.33.5 1 member appointed by the South Wairarapa District Council.
- 7.34 The Chair of the Wairarapa Moana Statutory Board will be elected by the Wairarapa Moana Statutory Board members from amongst the 4 members appointed by the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust.
- 7.35 Members of the Wairarapa Moana Statutory Board –
- 7.35.1 are appointed for a term of 3 years, unless the member resigns or is discharged during that term; and
 - 7.35.2 may be appointed, reappointed, or discharged by and at the discretion of the relevant Wairarapa Moana Statutory Board appointer.

DEED OF SETTLEMENT

7: JOINT REDRESS

- 7.36 In appointing members to the Wairarapa Moana Statutory Board, Wairarapa Moana Statutory Board appointers –
- 7.36.1 must be satisfied that the person has the skills, knowledge and experience to –
- (a) participate effectively in the Wairarapa Moana Statutory Board; and
 - (b) contribute to the achievement of the purposes of the Wairarapa Moana Statutory Board; and
- 7.36.2 must have regard to any members already appointed to the Wairarapa Moana Statutory Board to ensure that collectively the membership reflects a balanced mix of skills, knowledge and experience in relation to Wairarapa Moana.

Quorum and decision-making of the Wairarapa Moana Statutory Board

- 7.37 A quorum for a meeting of the Wairarapa Moana Statutory Board is 6 members comprising –
- 7.37.1 the chairperson or a member who is acting as the chairperson (who must be a member appointed by the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust); and
- 7.37.2 at least 1 member appointed by each joint redress entity; and
- 7.37.3 at least 3 members each of whom is appointed by an appointer other than joint redress entities.
- 7.38 A matter to be decided by the Wairarapa Moana Statutory Board must be decided at a meeting of the Wairarapa Moana Statutory Board.
- 7.39 The Wairarapa Moana Statutory Board must seek unanimous agreement to a matter but, if it cannot, the matter must be decided by a majority of 75% or more of the votes cast by members who are present and voting.
- 7.40 The chairperson, or the member who is acting as the chairperson, has a deliberative but no casting vote if the required majority is not achieved.

Procedures and meetings of Wairarapa Moana Statutory Board

- 7.41 At its first meeting, the Wairarapa Moana Statutory Board must –
- 7.41.1 adopt rules of procedures; and
- 7.41.2 agree on a schedule of meetings.

DEED OF SETTLEMENT

7: JOINT REDRESS

- 7.42 The rules of procedure must include rules for how the Wairarapa Moana Statutory Board and the Wairarapa Moana Statutory Board's appointers are to agree to the annual operational management programme under clause 7.98.
- 7.43 Otherwise, the Wairarapa Moana Statutory Board may adopt any rule of procedure that is consistent with the rest of the draft Te Rohe o Rongokako Joint Redress Bill and may at any time amend its rules of procedure.

Committees

- 7.44 In performing its functions, the Wairarapa Moana Statutory Board may establish committees of its members which may invite advisors and observers to attend their committee meetings.
- 7.45 Members of a committee –
- 7.45.1 are appointed for a term of 3 years, unless the member resigns or is discharged during that term; and
 - 7.45.2 may be appointed, reappointed, or discharged at the discretion of the Wairarapa Moana Statutory Board.
- 7.46 The committee for natural resources comprises the members referred to in clause 7.54 who need not be members of the Wairarapa Moana Statutory Board.

Procedures and meetings of committee

- 7.47 At its first meeting, a committee must –
- 7.47.1 adopt rules of procedure; and
 - 7.47.2 agree on a schedule of meetings.
- 7.48 The committee –
- 7.48.1 must adopt the rules of procedure (if any) required by the Wairarapa Moana Statutory Board; and
 - 7.48.2 may adopt any other rules of procedure that are consistent with the rest of the joint redress legislation.
- 7.49 The rules of procedure must include rules for –
- 7.49.1 the committee to elect a chairperson; and
 - 7.49.2 the members present at a meeting to elect a member to act as the chairperson for the meeting if the chairperson is not present.

DEED OF SETTLEMENT

7: JOINT REDRESS

- 7.50 The committee may at any time amend the rules of procedure it adopts under clause 7.48.2.
- 7.51 In appointing a member of a committee, the Wairarapa Moana Statutory Board –
- 7.51.1 must be satisfied that the member has the skills, knowledge, and experience –
- (a) to participate effectively in the committee; and
 - (b) to contribute to achieving the purpose of the committee; and
- 7.51.2 must have regard to any other members of the committee to ensure that collectively the membership reflects a balanced mix of skills, knowledge, and experience in relation to –
- (a) Wairarapa Moana and the Ruamahanga River catchment, for the committee for natural resources; or
 - (b) the matters that relate to the committee's purpose, for any other committee.

Committee for Natural Resources

- 7.52 The Crown and the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust have agreed, together with the trustees of the Rangitāne Tū Mai Rā Trust and the councils listed in clause 7.54, to be part of the committee for natural resources.
- 7.53 A committee of the Wairarapa Moana Statutory Board will be established to prepare and recommend a natural resources document to the Wairarapa Moana Statutory Board for approval.
- 7.54 The committee for natural resources will comprise the following members:
- 7.54.1 2 members appointed by the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust:
 - 7.54.2 2 members appointed by the trustees of the Rangitāne Tū Mai Ra Trust:
 - 7.54.3 1 member appointed by the Wellington Regional Council:
 - 7.54.4 1 member appointed by the South Wairarapa District Council:
 - 7.54.5 1 member appointed by the Masterton District Council:
 - 7.54.6 1 member appointed by the Carterton District Council.

DEED OF SETTLEMENT

7: JOINT REDRESS

Quorum and decision-making of committee for natural resources

- 7.55 A quorum for a meeting of the committee for natural resources is 6 members comprising –
- 7.55.1 at least 3 members appointed by the joint redress entities; and
 - 7.55.2 at least 3 members appointed by an appointer other than the joint redress entities.
- 7.56 The decisions of the committee for natural resources must be made at a meeting of the committee.
- 7.57 The committee for natural resources must seek unanimous agreement but, where that is not possible, decisions will be made by vote at a meeting by at least a 75% majority of those members present and voting.
- 7.58 The chairperson, or the member who is acting as the chairperson, has a deliberative vote but no casting vote if the required majority is not achieved.

Funding and administrative support

- 7.59 The parties agree the following in relation to funding and administration support for the Wairarapa Moana Statutory Board:
- 7.59.1 each Wairarapa Moana Statutory Board appointer or committee for natural resources appointer is responsible for meeting the expenses of its appointees:
 - 7.59.2 Wellington Regional Council will provide secretariat services for the Wairarapa Moana Statutory Board:
 - 7.59.3 at the annual business planning meeting for the Wairarapa Moana Statutory Board, the Wairarapa Moana Statutory Board appointers will discuss and agree what administrative and technical support they can provide to the Wairarapa Moana Statutory Board:
 - 7.59.4 the Wairarapa Moana Statutory Board may seek sponsorship and funds from other sources for its activities:
 - 7.59.5 on the joint redress settlement date, the Crown will provide \$500,000 to Wellington Regional Council as a one-off contribution to the costs of the preparation and public notification of the natural resource document:
 - 7.59.6 Wellington Regional Council will hold the fund of \$500,000 on behalf of the Wairarapa Moana Statutory Board as a separate and identifiable ledger item and spend those funds as directed by the Wairarapa Moana Statutory Board in accordance with the purposes set out at clause 7.59.5.

DEED OF SETTLEMENT

7: JOINT REDRESS

Process for resolution of disputes

7.60 The joint redress legislation will, on the terms provided by subpart 1 of part 3 of the draft Te Rohe o Rongokako Joint Redress Bill, –

7.60.1 provide for a dispute resolution process; and

7.60.2 define **dispute** as a dispute that –

- (a) is about anything to which this part applies, –
 - (i) including a dispute about the process by which a decision of the Wairarapa Moana Statutory Board, or a committee of the Wairarapa Moana Statutory Board, was made; but
 - (ii) excluding a dispute that is merely an objection to the substance of such a decision or that is about an administrative matter; and
- (b) has 2 or more of the following (and no third parties) as parties to the dispute:
 - (i) the Wairarapa Moana Statutory Board;
 - (ii) a committee of the Wairarapa Moana Statutory Board;
 - (iii) a Wairarapa Moana Statutory Board appointer;
 - (iv) an appointer of any member of the committee for natural resources.

PART B - Wairarapa Moana Document

Wairarapa Moana document

7.61 The joint redress legislation will, on the terms provided by subpart 2 of part 3 of the draft Te Rohe o Rongokako Joint Redress Bill provide for the preparation and approval of the Wairarapa Moana document.

7.62 Clauses 7.63 to 7.90 summarise the key elements relating to the preparation and approval of that document.

7.63 The Wairarapa Moana document will consist of the following three parts:

7.63.1 an overarching vision, and statement of desired outcomes, for Wairarapa Moana (the **overarching vision and desired outcomes document**):

7.63.2 a reserves management plan for the Wairarapa Moana reserves (the **reserves management plan**):

DEED OF SETTLEMENT

7: JOINT REDRESS

- 7.63.3 a natural resources document for the Ruamahanga River catchment (the **natural resources document**) that –
- (a) identifies the Wairarapa Moana Statutory Board's issues, values, vision, objectives and desired outcomes for sustainable management of natural resources in the Ruamahanga River catchment, to the extent that they apply to the health and well-being of Wairarapa Moana or the Ruamahanga River catchment; and
 - (b) is consistent with the Wairarapa Moana Statutory Board's overarching vision and desired outcomes.
- 7.64 In particular the Wairarapa Moana document will –
- 7.64.1 recognise and give expression to the relationship of Ngāti Kahungunu and Rangitāne and their culture and traditions with their ancestral lands, water, wāhi tapu sites and other taonga in Wairarapa Moana (being the area shown in the map in part 5 of the attachments) and the Ruamahanga River catchment; and
- 7.64.2 respect Ngāti Kahungunu and Rangitāne tikanga and values in the management of Wairarapa Moana and the Ruamahanga River catchment.
- 7.65 The 3 parts of the Wairarapa Moana document are to be prepared and approved through a public notification and submissions process which, at the discretion of the Wairarapa Moana Statutory Board, may be separate processes for each of them or a combined process.
- Preparation and approval of vision and statement of desired outcomes**
- 7.66 The Wairarapa Moana Statutory Board must –
- 7.66.1 prepare an overarching vision and desired outcomes document which recognises and provides for the cultural, spiritual and ecological values of Wairarapa Moana; and
- 7.66.2 in preparing the draft document, facilitate an inclusive approach that encourages the participation of –
- (a) the hapū of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua; and
 - (b) any other persons and organisations as the Wairarapa Moana Statutory Board considers appropriate.
- 7.67 The Wairarapa Moana Statutory Board may amend and review the document for final approval, after a public notification, submissions and hearing process.

DEED OF SETTLEMENT

7: JOINT REDRESS

7.68 The Wairarapa Moana Statutory Board must review the document no later than 10 years after it was first approved, then at 10 yearly intervals.

7.69 The Wairarapa Moana Statutory Board may delegate its functions and powers in relation to drafting, amending and reviewing, but not approving, the document.

Reserves management plan

7.70 The reserves management plan must be consistent with –

7.70.1 the overarching vision and desired outcomes document; and

7.70.2 the conservation legislation and the draft Te Rohe o Rongokako Joint Redress Bill.

7.71 The reserves management plan must be prepared and approved, and then reviewed, in accordance with section 41 of the Reserves Act 1977, with necessary modifications.

7.72 The reserves management plan must apply to all of the Wairarapa Moana reserves, despite anything in section 41 of the Reserves Act 1977.

7.73 The draft reserves management plan must be prepared –

7.73.1 by the Director-General and the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust; and

7.73.2 in consultation with the Wairarapa Moana Statutory Board.

7.74 The Department of Conservation will be responsible for organising and funding processes required under section 41 of the Reserves Act 1977.

7.75 The Wairarapa Moana Statutory Board (as the administering body of the Wairarapa Moana reserves) is to review the reserves management plan, including any review that is treated by Section 41 of the Reserves Act 1977 as the preparation of a management plan, and may delegate the review to a committee of the Wairarapa Moana Statutory Board.

7.76 The Wairarapa Moana Statutory Board must submit the draft plan to the Minister of Conservation for approval.

Natural resources document

7.77 The natural resources document must identify the Wairarapa Moana Statutory Board's issues, values, vision, objectives, and desired outcomes for sustainable management of natural resources in the Ruamahanga River catchment, to the extent that they relate to the health and well-being of Wairarapa Moana or the Ruamahanga River catchment.

DEED OF SETTLEMENT

7: JOINT REDRESS

- 7.78 The committee for natural resources must prepare a draft natural resources document and provide to the Wairarapa Moana Statutory Board for approval.
- 7.79 The document must identify those matters in order to provide leadership on the sustainable management of the Ruamahanga River catchment in a way –
- 7.79.1 that promotes the restoration, protection, and enhancement of the social, economic, cultural, environmental, and spiritual health and well-being of Wairarapa Moana and the Ruamahanga River catchment; and
- 7.79.2 that is consistent with the overarching vision and desired outcomes document; and
- 7.79.3 that satisfies clause 7.64.
- 7.80 The natural resources document must not contain rules or regulatory methods.
- 7.81 The committee for natural resources must review the natural resources document at the request of the Wairarapa Moana Statutory Board.
- 7.82 A review of the natural resources document must start no later than 10 years after it was approved as the final document.

Effect of Wairarapa Moana document on certain statutes

Effect of the natural resources document

- 7.83 In preparing or changing a regional policy statement, regional plan or district plan under the Resource Management Act 1991, the relevant local authority must recognise and provide for the content of the natural resources document to the extent that it is relevant to matters covered by those plans.
- 7.84 The relevant local authority must have particular regard to the content of the natural resources document in preparing or approving long-term and annual plans under the Local Government Act 2002 to the extent that the content of the document is relevant to matters covered by those plans.
- 7.85 For the purposes of clauses 7.83 and 7.84, **content** means the Wairarapa Moana Statutory Board's issues, values, vision, objectives and desired outcomes for sustainable management of natural resources in the Ruamahanga River catchment.
- 7.86 To avoid doubt, the committee for natural resources is not a committee or joint committee of a local authority for the purposes of the Local Government Act 2002 or any other Act.

DEED OF SETTLEMENT

7: JOINT REDRESS

Effect of the overarching vision and statements of desired outcomes

- 7.87 In preparing a conservation management strategy, the Director-General of Conservation must have particular regard to the content of the overarching vision and statement of desired outcomes in the Wairarapa Moana document and the reserves management plan to the extent that it is relevant to matters covered by that strategy.
- 7.88 In preparing any other conservation statutory plans, the Director-General of Conservation must have particular regard to –
- 7.88.1 the content of the overarching vision and statement of desired outcomes to the extent that it is relevant to matters covered by that plan; and
- 7.88.2 to any relevant advice provided by the Wairarapa Moana Statutory Board to the Minister of Conservation or the Director-General of Conservation that relates to the Wairarapa Moana reserves.

Advice to Minister of Conservation

- 7.89 The Minister of Conservation must have particular regard to relevant advice from the Wairarapa Moana Statutory Board in recommending the making of any regulations about recreational or commercial fishing to apply to Wairarapa Moana reserves.
- 7.90 For the avoidance of doubt –
- 7.90.1 the contents of the Wairarapa Moana document do not predetermine or constrain the identification of freshwater values or setting freshwater objectives by local authorities and their communities under the National Policy Statement for Freshwater Management 2014; and
- 7.90.2 when complying with the obligation in clause 7.83 to 7.85 to recognise and provide for the content of the natural resources documents in preparing or changing a regional policy statement, regional plan or district plan, the local authority must do so in a manner that is consistent with the Resource Management Act 1991.

PART C - Wairarapa Moana reserves

- 7.91 The joint redress legislation will, on the terms provided by subpart 3 of part 3 of the draft Te Rohe o Rongokako Joint Redress Bill, provide for the following in relation to the Wairarapa Moana reserves:
- 7.91.1 the powers of the Wairarapa Moana Statutory Board:
- 7.91.2 operational management:
- 7.91.3 existing interests and improvements, including the Lower Wairarapa Valley Development Scheme:

DEED OF SETTLEMENT

7: JOINT REDRESS

7.91.4 liabilities:

7.91.5 reclassification of conservation areas and reserves as local purpose reserves:

7.91.6 the addition and removal of Wairarapa Moana reserves.

7.92 Clauses 7.93 to 7.120 and 7.127 to 7.131 summarise the key elements of these provisions.

Powers of the Wairarapa Moana Statutory Board

7.93 The Wairarapa Moana Statutory Board is provided with –

7.93.1 in respect of each Wairarapa Moana reserve, no part of which is vested in the Crown, –

- (a) the power to grant authorisations as if the reserve were vested in the Wairarapa Moana Statutory Board under section 26 of the Reserves Act 1977; and
- (b) otherwise all other powers under that Act relating to an administering body as if the Wairarapa Moana Statutory Board were an administering body that is not appointed to control and manage the reserve, nor has the reserve vested in it; and
- (c) the same legislative role and delegations as a local authority under the Reserves Act 1977; and

7.93.2 in respect of each Wairarapa Moana reserve wholly or partly vested in the Crown, –

- (a) the powers under the Reserves Act 1977 as if the Wairarapa Moana Statutory Board were appointed to control and manage the reserve under section 30(1) of that Act; and
- (b) the power to grant authorisations under section 59A of that Act as if the Wairarapa Moana Statutory Board were the Minister of Conservation.

7.94 The Department of Conservation is to process applications for concessions and authorisations over Wairarapa Moana reserves on behalf of the Wairarapa Moana Statutory Board, until the Wairarapa Moana Statutory Board confirms its approach to processing of concessions and authorisations.

7.95 Any funds generated by the Wairarapa Moana reserves through concessions and authorisations are payable to the Wairarapa Moana Statutory Board, which must spend them on achieving the Wairarapa Moana Statutory Board's overarching vision and statement of desired outcomes.

DEED OF SETTLEMENT

7: JOINT REDRESS

Operational management of Wairarapa Moana reserves and marginal strips

- 7.96 The Wairarapa Moana Statutory Board appointers will have primary responsibility for delivery of operational management of the Wairarapa Moana reserves and marginal strips.
- 7.97 The Wairarapa Moana Statutory Board must hold an annual planning meeting, at which the Wairarapa Moana Statutory Board will determine its annual and multi-year priorities.
- 7.98 At the annual planning meeting, the Wairarapa Moana Statutory Board and the Wairarapa Moana Statutory Board appointers must agree to an annual operational management programme for the operational management of the Wairarapa Moana reserves and marginal strips for the following year (**annual operational management programme**).
- 7.99 The annual operational management programme must –
- 7.99.1 reflect the purpose of the Wairarapa Moana Statutory Board; and
 - 7.99.2 as far as practicable, implement the reserves management plan; and
 - 7.99.3 as far as practicable, implement the Wairarapa Moana Statutory Board's priorities for the relevant year; and
 - 7.99.4 identify the funding for the management of the Wairarapa Moana reserves and marginal strips for the relevant year that is available from –
 - (a) the Wairarapa Moana Statutory Board; and
 - (b) the Wairarapa Moana Statutory Board appointers; and
 - (c) any other source; and
 - 7.99.5 describe the management activities that are planned for the Wairarapa Moana reserves and marginal strips; and
 - 7.99.6 identify the responsibility of the Wairarapa Moana Statutory Board and the Wairarapa Moana Statutory Board appointers for particular management activities; and
 - 7.99.7 include any other information relevant to the operational management of the Wairarapa Moana reserves and marginal strips.
- 7.100 The annual operational management programme may refer to funding that extends over more than one year.
- 7.101 The nature and extent of funding referred to in clause 7.99.4 is entirely at the discretion of the body or person providing that funding.

DEED OF SETTLEMENT

7: JOINT REDRESS

- 7.102 Implementation of the matters identified under clause 7.99.5 is required only to the extent that funding and other resources make it practicable.
- 7.103 The Wairarapa Moana Statutory Board may directly fund special projects from a variety of funding sources (including through a contestable process) and engage third parties to undertake the work in accordance with the annual operational management programme.

Liability in respect of Wairarapa Moana reserves

Liability of Crown

- 7.104 The Crown retains existing liabilities in relation to –
- 7.104.1 land in a Wairarapa Moana reserve that remains vested in the Crown; and
 - 7.104.2 land in a Wairarapa Moana reserve that was vested in either joint redress entity by the joint redress legislation or another Act.
- 7.105 The existing liabilities are any liabilities that the Crown has immediately before the joint redress settlement date arising from –
- 7.105.1 any contamination of the land that happened while the Crown owned the land before the joint redress settlement date, whether or not the contamination has been discovered by the joint redress settlement date; or
 - 7.105.2 an existing improvement in or on the land; or
 - 7.105.3 plants attached to the land, if it is the bed of a body of water, including in respect of biosecurity matters.

Liability of Wairarapa Moana Statutory Board and joint redress entities

- 7.106 The Wairarapa Moana Statutory Board, or a joint redress entity, is liable for –
- 7.106.1 any damage or contamination that arises in relation to a Wairarapa Moana reserve from its intentional, reckless, or negligent act or failure to act; and
 - 7.106.2 remediating any further damage to, or contamination of, a Wairarapa Moana reserve that arises because its act or failure to act worsens any damage or contamination that existed immediately before the joint redress settlement date.
- 7.107 The Wairarapa Moana Statutory Board is not liable for –
- 7.107.1 an existing improvement for which it would, apart from this clause, be liable because it is the administering body of a Wairarapa Moana reserve; or

DEED OF SETTLEMENT

7: JOINT REDRESS

- 7.107.2 the waters or aquatic life of, or the plants attached to the bed of a body of water in, a Wairarapa Moana reserve.
- 7.108 In all other respects, the Wairarapa Moana Statutory Board is liable for all Wairarapa Moana reserves as if it were the owner of each reserve.
- 7.109 The joint redress entity which is an owner of any land in a Wairarapa Moana reserve is not liable for –
- 7.109.1 an existing improvement for which it would, apart from this section, be liable because it owns the land; or
- 7.109.2 the waters or aquatic life, or the plants attached to the bed of a body of water in the land.
- 7.110 Clause 7.106 overrides clauses 7.107 and 7.109.

Existing improvements

- 7.111 Existing improvements in or on the Wairarapa Moana reserves do not vest, despite the vestings referred to under clauses 5.1 and 7.14.
- 7.112 During the period of 5 years commencing on the joint redress settlement date, existing improvements may –
- 7.112.1 remain in or on the Wairarapa Moana reserves, even if there is no concession or authorisation for it under the Reserves Act 1977 or the Conservation Act 1987; and
- 7.112.2 be used only in accordance with the Reserves Act 1977 and the Conservation Act 1987, including any requirement for a concession or authorisation.

Lower Wairarapa Development Scheme

- 7.113 Wellington Regional Council operates a Lower Wairarapa Valley Development Scheme on the land in the Wairarapa, including over the Wairarapa Moana reserves and Wairarapa marginal strips.
- 7.114 The scheme will continue to operate and will not in any way be affected or limited by the redress being provided in relation to those areas, and will be independent from the Wairarapa Moana framework.
- 7.115 The joint redress legislation will, on the terms provided by subpart 3 of part 3 of the draft Te Rohe o Rongokako Joint Redress Bill, provide that the Wellington Regional Council may retain and operate the existing Development Scheme (as defined in section 114 of the draft Te Rohe o Rongokako Joint Redress Bill).

DEED OF SETTLEMENT

7: JOINT REDRESS

Fishing in Wairarapa Moana reserves

- 7.116 The Minister of Conservation (and not the Wairarapa Moana Statutory Board) may authorise the taking and killing for commercial purposes of any fish within a Wairarapa Moana reserve.
- 7.117 The Minister may grant authorisations –
- 7.117.1 only on the recommendation of the Wairarapa Moana Statutory Board; and
 - 7.117.2 subject to any conditions, but must consider any recommendations for conditions from the Wairarapa Moana Statutory Board.
- 7.118 The Wairarapa Moana Statutory Board (and no one else) may authorise the taking and killing of any fish within a Wairarapa Moana reserve in cases other than those referred to in clause 7.116.
- 7.119 The Wairarapa Moana Statutory Board may grant authorisation subject to any conditions, and must impose conditions (if any) that the Wairarapa Moana Statutory Board considers necessary to achieve the purpose of the Wairarapa Moana Statutory Board.
- 7.120 The matters provided for under clause 7.116 to clause 7.119 override section 50 of the Reserves Act 1977, but only as that section relates to the taking and killing of fish authorised by that section.

CUSTOMARY FISHING REGULATIONS

- 7.121 After the joint redress settlement date, a collaborative process will be established to explore the need for and, where appropriate, develop regulatory mechanisms under the Fisheries Act 1996 to provide for the management of customary food gathering and management of customary fishing grounds by Ngāti Kahungunu ki Wairarapa Tāmaki nui-ā-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua, to apply to Wairarapa Moana and the Ruamahanga River catchment.
- 7.122 The participants in that collaborative process will be the following:
- 7.122.1 the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust:
 - 7.122.2 the trustees of the Rangitāne Tū Mai Rā Trust:
 - 7.122.3 the Ministry for Primary Industries.
- 7.123 The joint redress legislation will, on the terms provided by subpart 2 of part 2 of the draft Te Rohe o Rongokako Joint Redress Bill, provide for the matters set out in clauses 7.124 to 7.126.

DEED OF SETTLEMENT

7: JOINT REDRESS

- 7.124 The Governor-General may, by Order in Council made on the recommendation of the Minister, make regulations under the Fisheries Act 1996 to provide for –
- 7.124.1 the management of customary food gathering in Wairarapa Moana and the Ruamahanga River catchment by Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and Rangitāne o Wairarapa and Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua; and
 - 7.124.2 the issuing of customary authorisations as part of that management; and
 - 7.124.3 the management of customary fishing grounds in Wairarapa Moana and the Ruamahanga River catchment that are of special significance to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua or Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua.
- 7.125 The Minister must recommend the making of regulations under this section to give effect to any written notice received from both joint redress entities and the chief executive –
- 7.125.1 stating that they agree that the regulations are required; and
 - 7.125.2 specifying the content required in the regulations.
- 7.126 In clauses 7.124 and 7.125, **Minister** and **chief executive** have the meanings given by section 2(1) of the Fisheries Act 1996.

RECLASSIFICATIONS

- 7.127 The joint redress legislation will provide that each conservation area described in the following table is, on the terms provided by section 101 of the draft Te Rohe o Rongokako Joint Redress Bill, declared a reserve and classified as a local purpose reserve, for the primary purpose of ecosystem and wildlife management and the secondary purpose of recreation, subject to section 23 of the Reserves Act 1977:

Name of conservation area	Description
Lake Ōnoke (part of Lake Wairarapa Wetland Conservation Area)	735.0 hectares, approximately, being Part Wairarapa Moana. Subject to survey.
Parera Conservation Area	0.7151 hectares, more or less, being Section 1 SO 31220 and Section 1 SO 546973.
Diversion Conservation Area	0.7082 hectares, more or less, being Section 594 Featherston Suburban.

DEED OF SETTLEMENT

7: JOINT REDRESS

The Narrows dry lands (part of Lake Wairarapa Wetland Conservation Area)	39.0 hectares, approximately, being Part Wairarapa Moana. Subject to survey.
--------------------------------------------------------------------------	------------------------------------------------------------------------------

7.128 The joint redress legislation will provide that the classification of the reserve described in the following table is, on the terms provided by section 102 of the draft Te Rohe o Rongokako Joint Redress Bill, changed to a local purpose reserve, for the primary purpose of ecosystem and wildlife management and the secondary purpose of recreation, subject to section 23 of the Reserves Act 1977:

Name of reserve	Description
Part Matthews and Boggy Pond Wildlife Reserve	385.5245 hectares, more or less, being Section 2 SO 532197 and Section 54 Kahutara District.

ADDITION AND REMOVAL OF WAIRARAPA MOANA RESERVES

7.129 The joint redress legislation will provide that the Wairarapa Moana Statutory Board may, on the terms provided by section 121 of the draft Te Rohe o Rongokako Joint Redress Bill, consent to being appointed as the administering body of a reserve –

7.129.1 that is owned by or vested in the Wellington Regional Council, or the territorial authority, for the area that includes Wairarapa Moana (the **relevant Council**); and

7.129.2 to which Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua have a historical and cultural relationship similar to the one that they have to the Wairarapa Moana reserves; and

7.129.3 in respect of which the relevant Council has determined that the Wairarapa Moana Statutory Board is best suited to manage the land.

7.130 An appointment takes effect by notice in the *Gazette* and a reserve for which the Wairarapa Moana Statutory Board has been appointed becomes a Wairarapa Moana reserve under this Act.

7.131 If after consultation with the Wairarapa Moana Statutory Board, the relevant Council notifies the Minister of Conservation that it no longer wants the Wairarapa Moana Statutory Board to administer a reserve that became a Wairarapa Moana reserve under clause 7.129, the Minister of Conservation must, by notice in the *Gazette*, revoke the appointment, and on revocation the reserve ceases to be a Wairarapa Moana reserve.

8 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

- 8.1 The Crown must propose the draft settlement bill for introduction to the House of Representatives.
- 8.2 The settlement legislation will provide for all matters for which legislation is required to give effect to this deed of settlement.
- 8.3 The draft settlement bill proposed for introduction to the House of Representatives –
- 8.3.1 must 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
 - 8.3.2 must be in a form that is satisfactory to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Crown.
- 8.4 The trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust must support the passage of the draft settlement bill through Parliament.

SETTLEMENT CONDITIONAL

- 8.5 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 8.6 However, the following provisions of this deed are binding on its signing:
- 8.6.1 clauses 6.2 and 8.4 to 8.10:
 - 8.6.2 paragraph 1.3, and parts 4 to 7, of the general matters schedule.

EFFECT OF THIS DEED

- 8.7 Until this deed becomes unconditional, it –
- 8.7.1 is “without prejudice”; and
 - 8.7.2 may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.
- 8.8 Clause 8.7.2 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

DEED OF SETTLEMENT

8: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

TERMINATION

- 8.9 The Crown or the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust may terminate this deed, by notice to the other, if –
- 8.9.1 the settlement legislation has not come into force within 30 months after the date of this deed; and
 - 8.9.2 the terminating party has given the other party at least 40 business days' notice of an intention to terminate.
- 8.10 If this deed is terminated in accordance with its provisions –
- 8.10.1 this deed (and the settlement) are at an end; and
 - 8.10.2 subject to this clause, this deed does not give rise to any rights or obligations; and
 - 8.10.3 this deed remains "without prejudice"; but
 - 8.10.4 the parties intend that the first on-account payment and the second on-account payment are taken into account in any future settlement of the historical claims.

9 GENERAL, DEFINITIONS, AND INTERPRETATION

GENERAL

- 9.1 The general matters schedule includes provisions in relation to –
- 9.1.1 the implementation of the settlement; and
 - 9.1.2 the Crown's –
 - (a) payment of interest in relation to the settlement; and
 - (b) tax indemnities in relation to redress; and
 - 9.1.3 giving notice under this deed or a settlement document; and
 - 9.1.4 amending this deed.

HISTORICAL CLAIMS

- 9.2 In this deed, historical claims –
- 9.2.1 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 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, 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 te Tiriti o Waitangi/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
 - 9.2.2 includes every claim to the Waitangi Tribunal to which clause 9.2.1 applies that relates exclusively to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua or a representative entity, including the following claims:

DEED OF SETTLEMENT

9: GENERAL, DEFINITIONS, AND INTERPRETATION

- (a) Wai 85 – Mangakino Lands and Waikato River claim:
- (b) Wai 429 – Ngāi Tumapūhia-a-Rangi claim:
- (c) Wai 743 – Nga Tihanga o Kahungunu claim:
- (d) Wai 744 – Wairarapa 5 Percents claim:
- (e) Wai 818 – Wairarapa Intellectual Property and Whakapapa claim:
- (f) Wai 886 – Ngai Tumapuhia a Rangi Lands and Resources (Wairarapa) claim:
- (g) Wai 897 – Okautete School Lands (Wairarapa) claim:
- (h) Wai 939 – Te Hika-o-Pāpāuma o Wairarapa ki Kahungunu claim:
- (i) Wai 944 – Hurunui-o-Rangi Marae claim:
- (j) Wai 959 – Ngāti Hinewaka claim:
- (k) Wai 962 – Jury whānau land claim:
- (l) Wai 1019 – The Wairarapa Rohe Crown Consultation claim:
- (m) Wai 1022 – Pāpāwai Marae Committee claim:
- (n) Wai 1023 – The Pouākani Wairarapa Exchange claim:
- (o) Wai 1049 – Descendants of Taueru claim:
- (p) Wai 1050 – Ngā Aikiha claim:
- (q) Wai 1056 – Part Papawai A42 Block claim:
- (r) Wai 1057 – Akura Marae, Ngāti Hāmua, Ngāti Ahuahu claim:
- (s) Wai 1569 – Native Land Court and succession laws claim:
- (t) Wai 2215 – Ngāti Kahungunu Mana Wahine claim; and

9.2.3 includes every other claim to the Waitangi Tribunal to which clause 9.2.1 applies, so far as it relates to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua or a representative entity, including the following claims:

- (a) Wai 97 – Wairarapa Moana Trust claim:
- (b) Wai 161 – Waipukurau Block claim:
- (c) Wai 420 – Mataikona A2 claim:
- (d) Wai 652 – Ngāti Kahungunu ki Tāmaki-Nui-ā Rua claim:
- (e) Wai 657 – Aorangi Settlement claim:

DEED OF SETTLEMENT

9: GENERAL, DEFINITIONS, AND INTERPRETATION

- (f) Wai 687 – Kahungunu-Rongomaiwahine claim:
- (g) Wai 692 – Napier Hospital Services claim:
- (h) Wai 741 – Wairarapa Local Government and Resource Management claim:
- (i) Wai 770 – Wairarapa Lands and Fisheries claim:
- (j) Wai 799 – Karanema Reserve-Te Mata Peak claim:
- (k) Wai 852 – Kahungunu Petroleum claim:
- (l) Wai 1021 – Ngāti Whātuiāpiti land reserves claim:
- (m) Wai 1232 – Ngati Kere Heretaunga and Tamatea Lands and Resources claim:
- (n) Wai 1233 – Ngai Te Kikiri o Te Rangi Heretaunga and Tamatea Lands and Resources claim:
- (o) Wai 1234 – Rongo a Tahu Heretaunga and Tamatea Lands and Resources claim:
- (p) Wai 1235 – Ngati Poporo Heretaunga and Tamatea Lands and Resources claim:
- (q) Wai 1236 – Ngai Te Rangikoianake Heretaunga and Tamatea Lands and Resources claim:
- (r) Wai 1237 – Hapu of Houngarea Marae Heretaunga and Tamatea Lands and Resources claim:
- (s) Wai 1238 – Hapu of Mangaroa Marae Heretaunga and Tamatea Lands and Resources claim:
- (t) Wai 1239 – Hapu of Matahiwi Marae Heretaunga and Tamatea Lands and Resources claim:
- (u) Wai 1240 – Ngati Mihiroa Heretaunga and Tamatea Lands and Resources claim:
- (v) Wai 1241 – Hapu of Omahu Marae Heretaunga and Tamatea Lands and Resources claim:
- (w) Wai 1242 – Hapu of Ruahapia Marae Heretaunga and Tamatea Lands and Resources claim:
- (x) Wai 1243 – Hapu of Te Awhina Marae Heretaunga and Tamatea Lands and Resources claim:
- (y) Wai 1244 – Hapu of Waipatu Marae Heretaunga and Tamatea Lands and Resources claim:

DEED OF SETTLEMENT

9: GENERAL, DEFINITIONS, AND INTERPRETATION

- (z) Wai 1245 – Hapu of Waimarama Marae Heretaunga and Tamatea Lands and Resources claim:
- (aa) Wai 1246 – Ngai Te Whatuiapiti Heretaunga and Tamatea Lands and Resources claim:
- (bb) Wai 1947 – Descendants of Paul Ropiha and Te Wai Ropiha Bell Lands Claim:
- (cc) Wai 2028 – Ngāti Kahungunu Vietnam Veterans claim:
- (dd) Wai 2211 – Wairarapa Moana and land issues claim:
- (ee) Wai 2213 – Coastal resources claim:
- (ff) Wai 2225 – Heritage Management, Crown Purchases and Native Land Court claim:
- (gg) Wai 2241 – Nga Uri o Te Hau claim:
- (hh) Wai 2269 – Te Whiti North Block claim.

9.3 However, **historical claims** does not include the following claims:

- 9.3.1 a claim that a member of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, or a whānau, hapū, or group referred to in clause 9.6.2, may have that is, or is founded on, a right arising as a result of being descended from a tipuna (ancestor) who is not referred to in clause 9.6.1;
- 9.3.2 a claim based on descent from the tipuna (ancestor) Rangitāne; and
- 9.3.3 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 9.3.1 or 9.3.2.

9.4 To avoid doubt, clause 9.2.1 is not limited by clauses 9.2.2 or 9.2.3.

9.5 To avoid doubt, nothing in this deed or the settlement legislation will –

- 9.5.1 extinguish or limit any aboriginal title or customary right that Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua may have; or
- 9.5.2 constitute or imply an acknowledgement by the Crown that any aboriginal title or customary rights exist; and
- 9.5.3 except as provided in this deed or settlement legislation –
 - (a) affect a right that Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua may have, including a right arising –
 - (i) from Te Tiriti o Waitangi or its principles; or

DEED OF SETTLEMENT

9: GENERAL, DEFINITIONS, AND INTERPRETATION

- (ii) under legislation (including the Marine and Coastal Area (Takutai Moana) Act 2011; or
 - (iii) at common law (including in relation to aboriginal title or customary law); or
 - (iv) from a fiduciary duty; or
 - (v) otherwise; or
- (b) be intended to affect any action or decision under the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims; or
- (c) affect any action or decision under any legislation and, in particular, under the following legislation giving effect to the deed of settlement referred to in clause 9.5.3(b) –
- (i) Treaty of Waitangi (Fisheries Claims) Settlement Act 1992:
 - (ii) Fisheries Act 1996:
 - (iii) Māori Fisheries Act 2004:
 - (iv) Māori Commercial Aquaculture Claims Settlement Act 2004.

NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-Ā-RUA

9.6 In this deed, **Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua** means –

- 9.6.1 the collective group composed of individuals who descend from one or more of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua's tīpuna (ancestors);
- 9.6.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 9.6.1, including the following hapū:

Ngāti Hakeke:

Ngāti Hāmua:

Ngāi Hangarākau/Ngāti/Ngāi Te Hangarākau:

Ngāti Hikarahui:

Ngāti Hikarara:

Ngāti Hikawera:

Ngāti Hinekōrako:

Ngāti Hinemau:

Ngāti Hinepare:

Ngāti Hinerāmoa:

Ngāti Hinetauira:

Ngāti Hinetearorangi:

Ngāti Hinewaka:

Ngāti Hōpara:

DEED OF SETTLEMENT

9: GENERAL, DEFINITIONS, AND INTERPRETATION

Ngāti Ihaka Rautahi:
Ngāti Ira:
Ngāti Kahukura-a-whitia:
Ngāti Kahukuranui:
Ngāti Kaihuitū:
Ngāti Kaingaahi:
Ngāti Kaiparuparu:
Ngāti Kakawa:
Ngāti Kauihi:
Ngāti Kaumoana:
Ngāti Kere:
Ngāti Kirikōhatu:
Ngāti Kōura:
Ngāti Maahu:
Ngāti Mariunga:
Ngāti Maru:
Ngāti Mātangiuru:
Ngāti Matehau:
Mere Te Huinga:
Ngāti Meroiti:
Ngāti Moe:
Ngāti Muretū:
Ngāti Mutuahi:
Ngāti Ngāpuoterangi:
Ngāti Pakapaka:
Ngāti Pakuahi:
Ngāti Pākuia:
Ngāti Parakiore:
Ngāti Pārera:
Ngāti Pāteika:
Ngāti Pōhatu:
Ngāti Pōhoi:
Ngāti Puha:
Ngāti Punarewa:
Ngāti Rakāipaaka:
Ngāti Rākairangi:
Ngāti/Ngāi Rākaiwhakairi:
Ngāti Rangaranga:
Ngāti Rangitātāia:
Ngāti Rangitehewa:
Ngāti Rangiwhakaewa:
Ngāti Rongomaiaia:
Ngāti Rua:
Ngāti Ruawahine:
Ngāti Tahitokuru:

DEED OF SETTLEMENT

9: GENERAL, DEFINITIONS, AND INTERPRETATION

Ngāi Tahu/Tahu Makakanui:
Ngāti Tamahau:
Ngāti Tāmanuhiri:
Ngāi Tāneroa/Taneroroa:
Ngāti Tangatakau:
Ngāti Tāpatu:
Ngāti Tauiao:
Ngāti Te Ahuahu:
Ngāi Te Ao:
Ngāti Te Aokino:
Ngāti Te Aomatarahi:
Ngāi/Ngāti Te Aomataura:
Ngāti Te Atawhā:
Ngāti Te Hau:
Te Hika o Pāpāuma:
Ngāti Te Hina/Te Hina Ariki:
Ngāti Te Kai:
Ngāti Te Kawekairangi:
Ngāti Te Koro o Ngā Whenua:
Ngāti Te Korou:
Ngāti Te Noti:
Ngāti Te Opekai:
Ngāti Te Raetea:
Ngāti Te Rangi-koia-anake:
Ngāi / Ngāti Te Rangitāwhanga
Ngāti Te Rangitotohu:
Ngāi Te Rautangata:
Ngāi Te Rehunga:
Ngāti Te Tohinga:
Ngāti Te Tomo:
Ngāti Te Whātui:
Ngāti Te Whiunga:
Ngāti Tū:
Ngāti Tūhakeke:
Ngāi Tūkaihora:
Ngāti Tūkōkō:
Tūmaiteuru:
Ngāti Tūmanawa:
Ngāi Tūmapuhia-a-Rangi:
Ngāi Tuohungia:
Ngāti Tūranga:
Ngāti Tūtawake:
Ngāi Tūtemiha:
Ngāti Tūtohangarangi:
Ngāti Ūpokoiri:

DEED OF SETTLEMENT

9: GENERAL, DEFINITIONS, AND INTERPRETATION

Ngāti Waipūhoro;
Ngāti Whai-tongarerewa;
Ngāti Whaiwhati;
Ngāti Whakamana;
Ngāti Whatuiāpiti;
Ngāti Wheke; and

9.6.3 every individual referred to in clause 9.6.1.

9.7 For the purposes of clause 9.6.1 –

9.7.1 a person is **descended** from another person if the first person is descended from the other by –

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua tīkanga (customary values and practices); and

9.7.2 a **Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua tipuna (ancestor)** means an individual who:

- (a) exercised the customary rights by virtue of being descended from:
 - (i) the tipuna (ancestor) Kahungunu; or
 - (ii) a recognised tipuna (ancestor) of any of the groups listed in clause 9.6.2; and
- (b) exercised the customary rights in 9.7.2(a) predominantly in relation to the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua area of interest after 6 February 1840; and

9.7.3 **customary rights** means rights according to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua tīkanga (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.

ADDITIONAL DEFINITIONS

9.8 The definitions in part 6 of the general matters schedule apply to this deed.

INTERPRETATION

9.9 Part 7 of the general matters schedule applies to the interpretation of this deed.

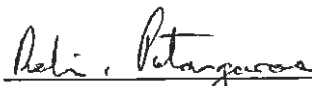
DEED OF SETTLEMENT

SIGNED as a deed on 29 October 2021

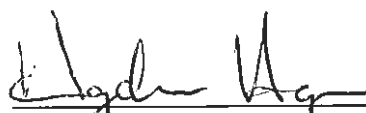
SIGNED by the trustees of the
NGĀTI KAHUNGUNU KI WAIRARAPA
TĀMAKI NUI-A-RUA SETTLEMENT
TRUST for and on behalf of
NGĀTI KAHUNGUNU KI WAIRARAPA
TĀMAKI NUI-A-RUA and in their
capacity as trustees of the
NGĀTI KAHUNGUNU KI WAIRARAPA
TĀMAKI NUI-A-RUA SETTLEMENT
TRUST in the presence of –



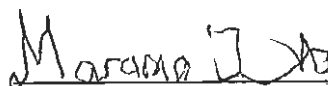
Haami Te Whaiti
Chairperson and Negotiator



Robin Potangaroa
Trustee and Negotiator



Hayden Hape
Trustee and Negotiator



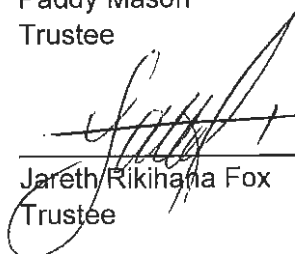
Marama Tuuta
Trustee

Melissa Ihaka
Trustee



Kaylene Kani
Trustee

Paddy Mason
Trustee



Jareth Rikihana Fox
Trustee

DEED OF SETTLEMENT

Anaru Smiler
Trustee

Paul Te Huki

Paul Te Huki
Trustee

Bryan Te Huki

Bryan Te Huki
Trustee

Connie Waipuka-Onera

Connie Waipuka-Onera
Trustee

WITNESS



Name:

Paul-Jason Dewonshire

Occupation:

Public Servant

Address:

25 Pinnacle St

Maraenui/Seaton
Wellington

Ngati Kaiparapara

Ngai Tamaroa

Wairarapa tūturu

DEED OF SETTLEMENT

SIGNED for and on behalf of THE CROWN by –

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



Hon Andrew James Little

WITNESS



Name: Dick Banks

Occupation: Chief Crown Negotiator

Address: Hastings

The Minister of Finance
(only in relation to the tax indemnities)
in the presence of –

Hon Grant Murray Robertson

WITNESS

Name:

Occupation:

Address:

DEED OF SETTLEMENT

People of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua signed below to indicate their support for the settlement

Be Nemana - Waikari - Jury
Jurgens Ngamama - Jury

James Rairi Smith
Muriama Hape

Puan & Joe Hape

Vanessa Noka Hape

Len Tu Huki

Sharon Harnsar - Mabel

Endeche Gene (Hape)

H Paeuasi

Rev Hamata Hapoukūwāngi Tahama

W P Mearns

Young Waimotu

E. Maaka Roberts

H Hape Walker -

[Signature]

K. Brouette

B. Teitahi

J. E. Norton

DEED OF SETTLEMENT

Takare Hineari heach (Katapu) (Haeata)

Juere Hemona

David Motai Hape

Shaka Rautahi

Hinemahi Rautahi Terere. Petera

Teboua Edwards

Low H Peethi

Janis Edwards

Janod Hape

Riley Hape

Moss Amuna

Low H Peethi

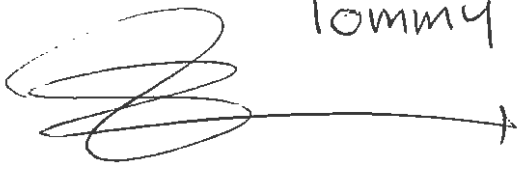
Nuria Robens Ngati Te Korou

Jennifer Kire

Tiara Ngahina Ngapera Russo

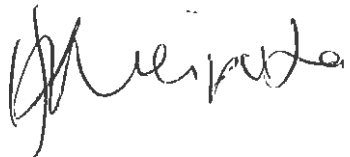
Jessie Dean Ngati Hikawera

DEED OF SETTLEMENT

 Tommy Whakamairu Travers
Hurihuri-o-rangi

Te Waimarino
" "

 FOX

Tenishavore Nairpata  . Pa rawai

Herewini Ammanson Hpa. - Pa rawai


S. Atene Tomaki nui-o-Rua

Pikita Tumber waivarapa.



Huteene
Kohunui - Ngati
Hinewaka

Matariki Rinai - Couah / Nga puhu, Ngati kahungurua

Judith Caroline !REIRI! 


 Rangitane


Teferemoana Tamakohy

In - Pa rawai!



Tutere
Joseph Tamakohy

Kawana Rangitane 

Tutahi Haruru - Devonshire 



Aremea Fox

 Hurihuri-o-rangi

Rev Marie Collin - Ngati Tamapuhia-rangi

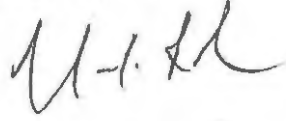
DEED OF SETTLEMENT

Jordan Corey Fox

Māhina Mei Maniainaho Fox

Mouk Piri Rutuna

Ngāi Taneroa




Wendy Dee Hynes - Ngāti Kahukura awhitā
(Ngātūere)

Safari Hynes - Ngāti Kahukura awhitā
- Ngāti Moo

Ngātūere.

- Ngāi Tāneroa
Te Uru o Tāne

Renee Clark  Tūnāpahi ā rangi

Rongomāiaia Te Whaiti - Ngāti Hinewaka

Rangitiki Te Tau - Ngāti Hinewaka

Taamairangi Te Tau - Ngāti Hinewaka

Chri Haumaewa Te Whaiti - Ngāti Hinewaka