

Waikaremoana reserves

- 3.22 The Crown acknowledges that it restricted the economic opportunities of Ngāti Ruapani mai Waikaremoana by preventing the owners of the Waikaremoana reserves from leasing their land and by taking steps to prevent the owners from felling timber on their land. These actions were in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.23 The Crown acknowledges that the Waikaremoana reserves had been exempt from rates under the Urewera Lands Act 1921–1922. However, in 1964, the Crown lifted the rates exemption even though Ngāti Ruapani mai Waikaremoana were unable to earn any income from the reserves due to Crown restrictions.
- 3.24 The Crown acknowledges that, in 1971, it took steps to ensure the Waikaremoana reserves were designated as additions to the Urewera National Park in the local district plan, preventing Ngāti Ruapani mai Waikaremoana from building or living on the reserves.

Waikaremoana lakebed

- 3.25 The Crown acknowledges that, for many years following the 1918 Native Land Court decision, the Crown did not recognise Ngāti Ruapani mai Waikaremoana rights in the bed of Lake Waikaremoana, and caused great prejudice to Ngāti Ruapani mai Waikaremoana by administering the lakebed as if it were Crown property. In particular, the Crown acknowledges that:
- 3.25.1 despite Ngāti Ruapani mai Waikaremoana’s interest in the lakebed, the Crown did not consult Ngāti Ruapani mai Waikaremoana before commencing the construction of Kaitawa Power Station, which ultimately led to some of the lakebed becoming dry land and the degradation of fishing stocks; and
- 3.25.2 it constructed roads and significant structures on the exposed lakebed without the consent of its owners; and
- 3.25.3 it did not pay Ngāti Ruapani mai Waikaremoana rent for this land until 1971, and it has never paid Ngāti Ruapani mai Waikaremoana for its use of the lakebed before 1967; and
- 3.25.4 in its administration of the lakebed, the Crown failed for many years to respect Ngāti Ruapani mai Waikaremoana rangatiratanga and breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Landlessness

- 3.26 The Crown’s failure to ensure that Ngāti Ruapani mai Waikaremoana retained sufficient lands for the present and future needs of their people caused enduring harm to Ngāti Ruapani mai Waikaremoana and deprived Ngāti Ruapani mai Waikaremoana of nearly all of their customary lands and the ability to sustain their people. The Crown did not

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meet its duty under te Tiriti o Waitangi/the Treaty of Waitangi and its principles to actively protect Ngāti Ruapani mai Waikaremoana from becoming virtually landless.

Te Urewera National Park

- 3.27 The Crown acknowledges that Ngāti Ruapani mai Waikaremoana have a special relationship with Te Urewera and the resources, wāhi tapu, and taonga that lie within it.
- 3.28 The Crown acknowledges that:—
- 3.28.1 it did not consult Ngāti Ruapani mai Waikaremoana about the establishment of Te Urewera National Park in 1954, or about the expansion of the park in 1957; and
 - 3.28.2 the governance of the park severely restricted the ability of Ngāti Ruapani mai Waikaremoana to use and develop the resources of their land adjoining or enclosed by the park; and
 - 3.28.3 Ngāti Ruapani mai Waikaremoana interests in Lake Waikaremoana were included in the park in 1954 without their consent; and
 - 3.28.4 its failure to adequately provide for the interests of Ngāti Ruapani mai Waikaremoana in the establishment and governance of Te Urewera National Park breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Kokako Native School

- 3.29 The Crown acknowledges that,—
- 3.29.1 in 1896, the Crown leased a site for a native school at Kokako from Ngāti Ruapani mai Waikaremoana owners for 21 years at a peppercorn rental but did not renew the lease after it expired. Instead, in 1921, the Crown compulsorily took the 4 acres of land on which the school continued to operate without paying any compensation to the owners, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and
 - 3.29.2 by 1945, it had concluded that, due to health concerns, the site at Kokako was unsuitable for a school, and it compulsorily took a further 5 acres of land near Waimako Pā so that the school could be relocated. Although the Crown decided, in 1946, that the school would remain at Kokako, it did not formally return the land until 1967 and never paid any compensation to Ngāti Ruapani mai Waikaremoana for this taking.

Public works

- 3.30 The Crown acknowledges that it:
- 3.30.1 failed to inform Ngāti Ruapani mai Waikaremoana of the proposed Piripaua Power Station and the possible taking of some of their lands before the Crown

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entered their lands for preliminary surveys, without their knowledge or consent, disregarding their mana and rangatiratanga; and

- 3.30.2 trespassed unlawfully on Ngāti Ruapani mai Waikaremoana lands and blatantly disrespected their rights and livelihood by damaging crops and orchards and quarrying gravel without permission; and
- 3.30.3 discriminated against Ngāti Ruapani mai Waikaremoana and caused clear prejudice by inequitably dismissing their legitimate objections to the taking of their lands for public works, while reducing the amount of land taken in response to requests from neighbouring European landowners; and
- 3.30.4 was required to consult adequately with Ngāti Ruapani mai Waikaremoana in relation to the taking of land for the Piripaua Power Station but failed to do so and to treat them equally with other landowners; and
- 3.30.5 breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles in the manner in which it took land for the Piripaua Power Station, causing lasting harm to Ngāti Ruapani mai Waikaremoana and their connection to their whenua.

Compulsory acquisition of uneconomic interests

- 3.31 The Crown acknowledges that, between 1953 and 1974, it empowered the Māori Trustee to compulsorily acquire interests in Ngāti Ruapani mai Waikaremoana lands that the Crown considered uneconomic, and this was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles and deprived some Ngāti Ruapani mai Waikaremoana of a direct link to their tūrangawaewae.

War service

- 3.32 The Crown acknowledges and pays tribute to the Ngāti Ruapani mai Waikaremoana contribution to New Zealand's 20th century war efforts, including military service during both World Wars.

Te reo o Waikaremoana

- 3.33 The Crown acknowledges that it failed to actively protect te reo o Waikaremoana and promote its use among Ngāti Ruapani mai Waikaremoana. The Crown further acknowledges that this failure contributed to a decreased fluency in te reo o Waikaremoana among Ngāti Ruapani mai Waikaremoana and has made it harder to pass on the Waikaremoana mita to new generations. The Crown acknowledges that this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Socio-economic deprivation and migration

- 3.34 The Crown acknowledges that its policies have contributed to most individuals from Ngāti Ruapani living outside of their traditional lands, which has disconnected them from their tikanga, tūrangawaewae, and whānau.

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- 3.35 The Crown acknowledges that those who remained on the whenua have endured socio-economic deprivation, including poorer health outcomes and inadequate education and housing, for far too long and have not had the same opportunities in life that many other New Zealanders have enjoyed.

Discrimination

- 3.36 The Crown acknowledges the appalling segregation and discrimination suffered by Māori students attending Kokako Native School during the 1920s and 1930s. The Crown also acknowledges that Ngāti Ruapani mai Waikaremoana have, at times, suffered from other forms of discrimination within their own lands — an affront to their mana and rights as tangata whenua. These acts of racial prejudice were inexcusable and caused lasting harm to generations of Ngāti Ruapani mai Waikaremoana.

Educational disadvantage

- 3.37 The Crown acknowledges that:—

- 3.37.1 one of the key goals of the education system for many decades was to assimilate Ngāti Ruapani mai Waikaremoana children into European culture; and
- 3.37.2 Ngāti Ruapani mai Waikaremoana perspectives were not valued by the education system; and
- 3.37.3 Ngāti Ruapani mai Waikaremoana children suffered significant harm when they were physically punished and humiliated for speaking te reo Māori in Crown-established schools. This contributed to suppressing Ngāti Ruapani mai Waikaremoana identity, language, and culture; and
- 3.37.4 Ngāti Ruapani mai Waikaremoana children living on their traditional lands have experienced difficulties accessing secondary education and have often needed to travel outside the takiwā to attend secondary school. This has placed a burden on them and on their families who have supported them; and
- 3.37.5 the education system long had lower expectations for Māori students and the educational achievements of Ngāti Ruapani mai Waikaremoana children lagged far behind those of other New Zealanders; and
- 3.37.6 low educational achievements have been a factor that contributed to poor socio-economic outcomes for Ngāti Ruapani mai Waikaremoana over several generations.

Customary control, assimilation and resilience

- 3.38 The Crown acknowledges that,–

- 3.38.1 in 1840, Ngāti Ruapani mai Waikaremoana retained full customary control over their lands and resources while engaging with te ao hou; and

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- 3.38.2 during the 19th century and well into the 20th century, the Crown promoted laws and developed policies that were intended to facilitate the eventual assimilation of Māori into European culture; and
- 3.38.3 through its acts and omissions, the Crown contributed to the erosion of the rangatiratanga, tribal structures, and mātauranga (traditional knowledge) of Ngāti Ruapani mai Waikaremoana and their customary control over their lands and resources; and
- 3.38.4 despite this, Ngāti Ruapani mai Waikaremoana have remained resilient and retained their identity and mana to the present day.

NGĀ WHAKAPĀHA A TE KARAUNA KI A NGĀTI RUAPANI MAI WAIKAREMOANA

- 3.39 E ngā uri o Ngāti Ruapani mai Waikaremoana, ngā tamariki mokopuna, ngā pākeke, kaumātua, koinei te tino whakapāha tino tōmuri a te Karauna. Ka nui te whakapā a te Karauna mō ngā takahitanga maha o Te Tiriti o Waitangi i roto i ngā whakatipuranga maha mō ngā mahi kino i puta i tēnei ki a koutou—nō mātau te hē.
- 3.40 Nā ngā mahi a te Karauna kāore i whai wā a Ngāti Ruapani ki te waitohu i te Tiriti, ā, i mua o te tau 1860 i te mau tonu i ō tīpuna te mana o ō rātau whenua me te kore whakapōrearea a te Karauna. Ko te mahi tuatahi a te Karauna i roto o Waikaremoana he kawē mai i te riri ki te rohe mai i te tau 1866 ki te 1872.
- 3.41 Ka nui te pōuri o te Karauna mō ana mahi kino, te whawhai me te whakahaukore i a koutou. I kōhuritia, i whara hoki i te Karauna koutou me te tūkino i ō mahinga kai me ō pā kāinga. Kāore i tahuri ki te tuitui i te whanaungatanga e ai ki te Tiriti, engari i tāmia kētia koutou e te Karauna “ānō he hoariri” koutou me te raupatu i ō whenua. I runga ēnā mahi whakamamae nui ki a Ngāti Ruapani, e whakapāha ana te Karauna mō ēnā mahi kino.
- 3.42 E whakapāha hoki te Karauna mō te maha o ngā wā kīhai i kōrerorero tahi ki a koutou, kāore hoki i aro atu ki te hiahia o Ngāti Ruapani mā koutou anō koutou e whakahaere. I takahia e tēnei wairua te kaupapa ake o te Ture Rāhui Māori o te Takiwā o Te Urewera, kia mau ai te mana whakahaere ki roto o Te Urewera engari i whakahīhi te Karauna ki te takahuri i te Ture i runga i tōna anō hiahia. Mai anō he raweke te mahi e te Karauna i te moana o Waikaremoana ānō nei nōna ake, ā, kāore i aro atu ki ō hiahia i te whakatūtanga o te Pāka Rāhui o Te Urewera. I aukatia koe e te Karauna mai i te poari whakahaere. He maha ngā wā, i whakamahia e te Karauna ō whenua mō āna ake kaupapa ahakoa kāore ō whakaae ki tērā, nō reira ka whakapāha mō te takahi i tō rangatiratanga.
- 3.43 Ka nui te āwhiti o te Karauna mō ana mahi me ōna ngoikoretanga, i riro ai te nuinga o ngā whenua o Ngāti Ruapani. Kia riro mai ai ō whenua, he maha ngā mahi tinihanga a te Karauna ki te whakaiti i tō rangatiratanga, ā, ko te mutunga atu i mauroa te pāmamae nei ki a koe. I riro mai ngā Poraka e Whā o te Tonga i a mātau mā te werowero ka raupatuhia e te Karauna ki te kore e tukuna mai e koe tēnei whenua, me te aha me te whakatumatuma anō i a koe kia riro mai ai ō pānga i roto i te poraka o Waikaremoana. Ahakoa i riro te nuinga o ō whenua i ēnei mahi, i tangohia tonutia e te Karauna ō whenua rāhui iti noa mō ngā mahi papariki. Kei te mōhio te Karauna nā te kore whenua i noho rawakore ai koe, ā, i pā kino tēnei ki te ahurea o Ngāti Ruapani.

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3.44 Mā tēnei whakataunga Tiriti, e rapu ana te Karauna i te ara e mauru ai te mamae me te whakatoihara i pā ki a koe me te whakatipu anō i te pono hei hoa Tiriti tōtika. Kei te mōhio te Karauna he tino mārama ake a Ngāti Ruapani ki ō koutou hiahia, whenua hoki. I a koe e whakapau kaha ana kia pai ake ai te anamata, e pūmau ana te tautoko a te Karauna i tō matakitenga mā tētahi whanaungatanga hou i raro i Te Tiriti o Waitangi me ōna mātāpono.

APOLOGY

3.39 To Ngāti Ruapani mai Waikaremoana, ki ō tamariki, ō mokopuna, ki ō kaumātua, the Crown offers this long overdue apology. The Crown unreservedly apologises for its many breaches of te Tiriti o Waitangi/the Treaty of Waitangi over successive generations and for the harm that this has caused to your people—nō mātou te hē.

3.40 The Crown never gave Ngāti Ruapani the opportunity to sign te Tiriti/the Treaty and, before 1860, your tīpuna maintained control of their lands with little influence from the Crown. The Crown's first direct actions in Waikaremoana were military assaults that brought war to the district between 1866 and 1872.

3.41 The Crown is profoundly sorry for its aggressive acts of war and for the scorched earth tactics it employed against you. The Crown killed and injured your people and destroyed your cultivations and villages. Instead of forming a partnership with you based on te Tiriti/the Treaty, the Crown oppressed you as “rebels” and effectively confiscated your land. For these acts that caused so much injury to Ngāti Ruapani, the Crown wholeheartedly apologises.

3.42 The Crown apologises for the numerous times it did not consult you and ignored Ngāti Ruapani desire for control over your own affairs. It undermined the original intention of the Urewera District Native Reserve Act, which provided for tribal control of Te Urewera, and promoted unilateral changes to that Act. The Crown wrongfully treated Lake Waikaremoana as its own for many years, and it failed to respect your interests when it established Te Urewera National Park. The Crown excluded you from its governance. In many instances, the Crown used your land for its own purposes without your consent, and it apologises for failing to respect your rangatiratanga.

3.43 The Crown deeply regrets its acts and omissions, which have left Ngāti Ruapani virtually landless. To obtain your land, the Crown used many methods that overrode your rangatiratanga and caused unnecessary and long-lasting prejudice. It acquired the four southern blocks by threatening confiscation if you did not agree to give up this land, and it employed aggressive tactics to obtain your interests in the Waikaremoana block. Despite rendering Ngāti Ruapani virtually landless, the Crown still took further land for public works from the small reserves you had retained. The Crown recognises that losing control of your whenua has had a devastating impact on your economic well-being and ability to connect to your cultural identity as Ngāti Ruapani.

3.44 Through this Treaty settlement, the Crown seeks to atone for the hurt and prejudice it has caused you and to earn your trust as an honourable Treaty partner. The Crown recognises that Ngāti Ruapani understand the needs of your people and whenua better than anyone. As you work toward a better future, the Crown commits to be there to

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tautoko your vision through a new relationship based on te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

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 Ruapani mai Waikaremoana is not possible; and
 - 4.1.3 Ngāti Ruapani mai Waikaremoana intends their foregoing of full compensation to contribute to New Zealand's development; and
 - 4.1.4 the settlement is intended to enhance the ongoing relationship between Ngāti Ruapani mai Waikaremoana and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 4.2 Ngāti Ruapani mai Waikaremoana 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 Ruapani mai Waikaremoana collectively; but
 - 4.5.2 may benefit particular members, or particular groups of members, of Ngāti Ruapani mai Waikaremoana if the governance entity so determines in accordance with the governance entity's procedures.

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IMPLEMENTATION

- 4.6 The settlement legislation will, on the terms provided by sections 15 to 21 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 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 Ruapani mai Waikaremoana or a representative entity; and
 - 4.6.4 require any resumptive memorial to be removed from any 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 Ruapani mai Waikaremoana Trust, being the governance entity, may hold or deal with property; and
 - (ii) the Ngāti Ruapani mai Waikaremoana Trust may exist; and
 - 4.6.6 require the chief executive of the Office of Treaty Settlements and Takutai Moana – Te Tari Whakatau 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

- 5.1 The settlement legislation will vest in the governance entity on the settlement date the fee simple estate in each of the following sites:
- 5.1.1 Kaitawa property:
 - 5.1.2 Turi-o Kahu property.
- 5.2 Each cultural redress property is to be –
- 5.2.1 as described in schedule 1 of the draft settlement bill; and
 - 5.2.2 vested on the terms provided by –
 - (a) sections 26 to 34 of the draft settlement bill; and
 - (b) part 2 of the property redress schedule; and
 - 5.2.3 subject to any encumbrances, or other documentation, in relation to that property –
 - (a) required by the settlement legislation; and
 - (b) in particular, referred to by schedule 1 of the draft settlement bill.

OFFICIAL GEOGRAPHIC NAMES

- 5.3 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.

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5: CULTURAL REDRESS

Existing Name	Official geographic name	Location (NZTopo50 and grid references)	Geographic feature type
Tuai	Tūwai	BG40 601 960	Locality
<i>Unnamed</i>	Ngā-Hina-o-Te-Pūrewa	BG40 486 011	Historic site
Puna Hokoi	Puna-hōkio	BG40 605 067	Wetland
Puna Teao	Puna-te-ao	BG40 607 062	Wetland
Hopuruahine Landing	Hopuāruahine	BG40 523 072	Historic site
Hopuruahine Stream	Hopuāruahine Stream	BG40 545 184 to BG40 526 064	Stream

- 5.4 The settlement legislation will provide for the official geographic names on the terms provided by sections 22 to 25 of the draft settlement bill.

HAWKE'S BAY REGIONAL PLANNING COMMITTEE

- 5.5 The parties record that, as the Crown has approved the trustees of the Ngāti Ruapani mai Waikaremoana Trust as a governance entity for Ngāti Ruapani ki Waikaremoana, then with effect from the date of this deed the governance entity is the "appointer for Ngāti Ruapani ki Waikaremoana" under section 5(3) of the Hawke's Bay Regional Planning Committee Act 2015.

5A ADDITION OF LAND TO TE UREWERA

BACKGROUND

- 5A.1 Ngāti Ruapani mai Waikaremoana have an innate connection with Te Urewera. A key aspiration for Ngāti Ruapani mai Waikaremoana is to see Crown-owned land in their area of interest returned into Te Urewera where it will be protected for future generations of Ngāti Ruapani mai Waikaremoana.
- 5A.2 In recognition of Ngāti Ruapani mai Waikaremoana's aspirations, the provisions outlined in this part and in the settlement legislation will enable specified Crown-owned land to be added into Te Urewera on behalf of Ngāti Ruapani mai Waikaremoana.

DEFINITIONS AND OPERATIVE PROVISIONS

- 5A.3 In this part –
- 5A.3.1 **additional Te Urewera land** means the land described in schedule 2 of the draft settlement bill; and
- 5A.3.2 **Te Urewera** means the legal entity created by section 11 of the Te Urewera Act 2014 or, as the context requires, the place encompassing Te Urewera land; and
- 5A.3.3 **Te Urewera Board** means the Board established by section 16 of the Te Urewera Act 2014.

ADDITION OF LAND

- 5A.4 The settlement legislation will, on the terms provided by the draft settlement bill, provide that:
- 5A.4.1 the fee simple estate in the additional Te Urewera land is to be vested in Te Urewera on the settlement date;
- 5A.4.2 the land will be held under, and in accordance with, the Te Urewera Act 2014; and
- 5A.4.3 the land will be vested on the terms provided by sections 35 to 42 of the draft settlement bill.

EASEMENT IN FAVOUR OF GENESIS

- 5A.5 The parties acknowledge and agree that -
- 5A.5.1 the relationship and aspirations set out in the background to this part, and the intent of this redress, can only be given full effect to with the agreement and support of Te Urewera Board; and

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5A: ADDITION OF LAND TO TE UREWERA

5A.5.2 Genesis Energy Limited (**Genesis**) uses the following properties (that comprise part of the additional Te Urewera land) for electricity generation and related activities (**Existing Use**):

- (a) Onepoto—Conservation Area;
 - (b) Part Onepoto Conservation Area;
 - (c) Part Tuai Conservation Area;
 - (d) Waikaretaheke Marginal Strip,
- (together, the **Affected Properties**); and

5A.5.3 this Existing Use is to be formalised by the grant of an easement in favour of Genesis over the Affected Properties as part of the agreed settlement redress.

5A.6 To this end, the parties agree that clause 5A.5.3 above is to be read in light of their shared understandings that -

5A.6.1 the Crown must grant an easement in favour of Genesis to formalise Genesis' Existing Use before the Affected Properties are vested in Te Urewera;

5A.6.2 the parties recognise the roles of Genesis and Te Urewera Board in enabling this commitment and will work closely with those parties to facilitate this mutually beneficial outcome; and

5A.6.3 subject to parliamentary processes, and in consultation with Ngāti Ruapani, Genesis and Te Urewera Board, the Crown is responsible for taking all steps within its control to formalise the Existing Use through the granting of the easement.

PROCESS IN RELATION TO CONDITION OF LAND

5A.7 The parties acknowledge that -

5A.7.1 it has not been possible at the time of signing this deed to fully assess the condition of the additional Te Urewera land;

5A.7.2 Te Urewera Board and the Director-General have agreed that they will jointly carry out condition assessments of the additional Te Urewera land;

5A.7.3 if Te Urewera Board identifies an issue in relation to the condition of the land (**condition issue**) -

- (a) the chief executive of Te Uru Taumatua and the Director-General may, with the consent of Te Urewera Board, agree to address the condition issue through the annual operational plan process set out in the Te Urewera Act 2014; or

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5A: ADDITION OF LAND TO TE UREWERA

- (b) if the chief executive of Te Uru Taumatua and the Director-General do not agree to follow the process set-out in clause 5.7.3 (a) or Te Urewera Board does not consent then Te Urewera Board and the Crown will undertake a process to discuss -
 - (i) what type of investigations, reports or other information may be required to better understand the condition issue;
 - (ii) what options are available to address the condition issue; and
 - (iii) what contributions may be made by the Crown towards the costs of the processes referred to in clauses 5A.7.3(b)(i) and (ii) and to the costs of addressing the condition issue.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

- 6.1 The Crown must pay the governance entity on the settlement date \$20,676,750, being the financial and commercial redress amount of \$24,000,000 less –
- 6.1.1 \$2,465,750, being the transfer value of the Crown interest in Patunamu Forest Limited; and
- 6.1.2 \$857,500, being the transfer values of the commercial redress properties.

FORMER TUAI HOSTEL (LAKE WHAKAMARINO LODGE)

- 6.2 The parties record that –
- 6.2.1 in 1993, Ngāti Ruapani mai Waikaremoana applied to have the former Tuai Hostel (Lake Whakamarino Lodge) site recognised as a wāhi tapu and the Crown to resume the land pursuant to section 27D of the State-Owned Enterprises Act 1986; and
- 6.2.2 it was agreed by the parties that the resumption of the land by the Crown was in part settlement of Ngāti Ruapani mai Waikaremoana historical Treaty of Waitangi claims; and
- 6.2.3 the land was revested in Ngāti Ruapani mai Waikaremoana pursuant to section 134 of Te Ture Whenua Maori Act 1993 and Orders of the Māori Land Court in 1996.
- 6.3 The value of the former Tuai Hostel (Lake Whakamarino Lodge) is in addition to the financial and commercial redress.

PATUNAMU FOREST LIMITED

- 6.4 The following terms, used in clause 6.5 and 6.6 have the meaning given to them in section 78 of the Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Act 2018:
- 6.4.1 Crown interest:
- 6.4.2 other Patunamu claimants:
- 6.4.3 licensed land entity, being Patunamu Forest Limited:
- 6.4.4 Patunamu Forest Trust:
- 6.4.5 shareholders' agreement and trust deed.

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6: FINANCIAL AND COMMERCIAL REDRESS

- 6.5 The parties record that the Crown has consulted with the other Patunamu claimants and the claimants and the Crown agree that all of the Crown interest, being a 50% interest in the licensed land entity and Patunamu Forest Trust, be transferred to the governance entity.
- 6.6 On the settlement date –
- 6.6.1 the Crown must transfer the Crown interest to the governance entity; and
- 6.6.2 the Crown and the governance entity must do all things required under schedule 1 and schedule 2 of the shareholders' agreement and trust deed to give effect to the transfer.

COMMERCIAL REDRESS PROPERTIES

- 6.7 Each commercial redress property is to be –
- 6.7.1 transferred by the Crown to the governance entity 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 governance entity or any other person; and
- (b) on the terms of transfer in part 6 of the property redress schedule; and
- 6.7.2 as described, and is to have the transfer value provided, in part 3 of the property redress schedule.
- 6.8 The transfer of each commercial redress property will be –
- 6.8.1 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; and
- 6.8.2 in the case of Tuai Main Road Valley Road, Tuai, subject to the governance entity providing to the Wairoa District Council by or on the settlement date a registrable easement in gross for a right of way, right to convey electricity and right to convey water on the terms and conditions set out in part 1.2 of the documents schedule.
- 6.9 Te Kura o Waikaremoana site (land only), being the property described by that name in part 3 of the property redress schedule, is to be leased back to the Crown, immediately after its transfer to the governance entity, on the terms and conditions provided by the lease for that property in part 4 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).
- 6.10 In the event that the school site (or part of it) becomes surplus to the land holding agency's requirements, then the Crown may, at any time before the settlement date, give written notice to the governance entity advising it that the school site (or the relevant part of it) is no longer available as a commercial redress property. To avoid doubt, the school site (or

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

the relevant part of it) will become land to which the definition of RFR land in paragraph 6.1 of the general matters schedule applies.

6.11 If clause 6.10 applies:

6.11.1 the amount referred to in clause 6.1 **Error! Reference source not found.** is reduced accordingly; and

6.11.2 the amount the Crown must pay to the governance entity under clause 6.1 is correspondingly increased.

DEFERRED SELECTION PROPERTY

6.12 The governance entity may during the deferred selection period, give the Crown a written notice of interest in accordance with paragraph 5.1 of the property redress schedule.

6.13 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 governance entity.

SETTLEMENT LEGISLATION

6.14 The settlement legislation will, on the terms provided by sections 43 to 49 of the draft settlement bill, enable the transfer of the commercial redress properties and the deferred selection property.

RFR FROM THE CROWN

6.15 The governance entity is to have a right of first refusal in relation to a disposal of RFR land, being –

6.15.1 land listed in part 3 of the attachments that on the settlement date –

(a) is vested in the Crown; or

(b) the fee simple for which is held by the Crown; and

6.15.2 any land that has ceased to be a commercial redress property under clause 6.10 if on the settlement date it is –

(a) vested in the Crown; or

(b) held in fee simple by the Crown.

6.16 The right of first refusal is –

6.16.1 to be on the terms provided by sections 50 to 78 of the draft settlement bill; and

6.16.2 in particular, to apply –

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

- (a) for a term of 185 years on and from the settlement date; but
- (b) only if the RFR land is not being disposed of in the circumstances provided by sections 61 to 67, or a matter referred to in section 68(1), of the draft settlement bill.

6.17 The Crown wishes to record the following in relation to Part Onepoto Conservation Area:

- 6.17.1 The scope and extent of any landfill areas and contamination will be investigated so that these areas can be excluded from any future disposal. This ensures that contaminated land, with its inherent liabilities, is not transferred to iwi but remains held by the Crown and administered by the Department of Conservation.
- 6.17.2 The Department of Conservation has a national approach to investigating and managing contamination and this landfill is not currently in the short-to-medium term priorities for investigation or remediation.
- 6.17.3 The inclusion of an RFR over this property does not commit the Department of Conservation to bringing forward the priority for investigation and management of this contaminated land. If disposal is to be considered, this work would be a pre-requisite for determining which areas were available for disposal.

7 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

- 7.1 The Crown must propose the draft settlement bill for introduction to the House of Representatives.
- 7.2 The settlement legislation will provide for all matters for which legislation is required to give effect to this deed of settlement.
- 7.3 The settlement legislation will, on the terms provided by section 20 of the draft settlement bill, provide that the governance entity is not a trust constituted in respect of:
- 7.3.1 any Māori land for the purposes of section 236(1)(b) of Te Ture Whenua Maori Act 1993; or
 - 7.3.2 any general land owned by Maori for the purposes of section 236(1)(c) of Te Ture Whenua Maori Act 1993.
- 7.4 The draft settlement bill proposed for introduction to the House of Representatives –
- 7.4.1 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
 - 7.4.2 must be in a form that is satisfactory to Ngāti Ruapani mai Waikaremoana and the Crown.
- 7.5 Ngāti Ruapani mai Waikaremoana and the governance entity must support the passage of the draft settlement bill through Parliament.

SETTLEMENT CONDITIONAL

- 7.6 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 7.7 However, the following provisions of this deed are binding on its signing:
- 7.7.1 clauses 7.5 to 7.11:
 - 7.7.2 paragraph 1.3, and parts 4 to 7, of the general matters schedule.

EFFECT OF THIS DEED

- 7.8 This deed –
- 7.8.1 is "without prejudice" until it becomes unconditional; and

DEED OF SETTLEMENT

7: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

7.8.2 may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.

7.9 Clause 7.8.2 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

7.10 The Crown or the governance entity may terminate this deed, by notice to the other, if –

7.10.1 the settlement legislation has not come into force within 30 months after the date of this deed; and

7.10.2 the terminating party has given the other party at least 40 working days' notice of an intention to terminate.

7.11 If this deed is terminated in accordance with its provisions –

7.11.1 this deed (and the settlement) are at an end; and

7.11.2 subject to this clause, this deed does not give rise to any rights or obligations; and

7.11.3 this deed remains “without prejudice”; but

7.11.4 the parties intend that the on-account payment is taken into account in any future settlement of the historical claims.

8 GENERAL, DEFINITIONS, AND INTERPRETATION

GENERAL

- 8.1 The general matters schedule includes provisions in relation to –
- 8.1.1 the implementation of the settlement; and
 - 8.1.2 the Crown's –
 - (a) payment of interest in relation to the settlement; and
 - (b) tax indemnities in relation to redress; and
 - 8.1.3 giving notice under this deed or a settlement document; and
 - 8.1.4 amending this deed.

HISTORICAL CLAIMS

- 8.2 In this deed, historical claims –
- 8.2.1 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 Ruapani mai Waikaremoana, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that –
- (a) is, or is founded on, a right arising –
 - (i) from the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law, including aboriginal title or customary law; or
 - (iv) from fiduciary duty; or
 - (v) otherwise; and
 - (b) arises from, or relates to, acts or omissions before 21 September 1992 –
 - (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation; and

DEED OF SETTLEMENT

8: GENERAL, DEFINITIONS, AND INTERPRETATION

8.2.2 includes every claim to the Waitangi Tribunal to which clause 8.2.1 applies that relates exclusively to Ngāti Ruapani mai Waikaremoana or a representative entity, including the following claims:

- (a) Wai 144 – Ruapani lands claim:
- (b) Wai 945 – Ngāti Ruapani ancestral lands, forests and waterways claim:
- (c) Wai 1033 – Te Heiotahoka 2B, Te Kopani 36 and 37 Trust claim:
- (d) Wai 1342 – Mātiria Ruawai-Taoho Wills Whānau Trust claim:
- (e) Wai 2245 – Te Wiremu Waiwai and Ngāti Ruapani Lake Waikaremoana (Thoms and Waiwai) claim; and

8.2.3 includes every other claim to the Waitangi Tribunal to which clause 8.2.1 applies, so far as it relates to Ngāti Ruapani mai Waikaremoana or a representative entity, including the following claims:

- (a) Wai 542 – Te Kapuamatotoro Lands Claim:
- (b) Wai 937 – Noa Tiwai Lakes, Lands and other resources claim:
- (c) Wai 1013 – Pere Kaitiakitanga claim.

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

8.3.1 a claim that a member of Ngāti Ruapani mai Waikaremoana, or a whānau, hapū, or group referred to in clause 8.6.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 8.6.1:

8.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 8.3.1.

8.4 To avoid doubt, clause 8.2.1 is not limited by clauses 8.2.2 or 8.2.3.

8.5 To avoid doubt, this settlement does not affect applications by any group for the recognition of customary interests under the Marine and Coastal Area (Takutai Moana) Act 2011.

NGĀTI RUAPANI MAI WAIKAREMOANA

8.6 In this deed, **Ngāti Ruapani mai Waikaremoana** means –

8.6.1 the collective group composed of individuals who descend from a Ngāti Ruapani mai Waikaremoana ancestor; and

DEED OF SETTLEMENT

8: GENERAL, DEFINITIONS, AND INTERPRETATION

8.6.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 8.6.1, including the following groups:

- (a) Ngāti Ruapani;
- (b) Ngāti Hinekura;
- (c) Whānau Pani;
- (d) Ngāi Tarapāroa; and

8.6.3 every individual referred to in clause 8.6.1.

8.7 For the purposes of clause 8.6.1 –

8.7.1 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 Ruapani mai Waikaremoana tikanga (Māori customary values and practices); and

8.7.2 **Ngāti Ruapani mai Waikaremoana ancestor** means an individual who –

- (a) exercised customary rights by virtue of being descended from:
 - (i) Ruapani and 1 or more of the following:
 - A. Hinekura;
 - B. Pukehore;
 - C. Tūwai; or
 - (ii) any recognised ancestor of a whānau, hapū, or group referred to in clause 8.6.2; and
- (b) exercised customary rights predominantly in relation to the Ngāti Ruapani mai Waikaremoana area of interest after 6 February 1840.

8.7.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including –

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources.

MANDATED NEGOTIATORS AND SIGNATORIES

8.8 In this deed –

8.8.1 **mandated negotiators** means the Ngāti Ruapani mai Waikaremoana Negotiating Group, comprising the following individuals:

- (a) Ihakara Puketapu-Dentice, Wellington, Trust Chair:
- (b) Wesley John Turipa, Upper Hutt, Corrections Officer:
- (c) Neuton Lambert, Waikaremoana, Kaitiaki Mokopuna:
- (d) Nina (Nicky) Kirikiri, Waikaremoana, Trustee:
- (e) Tumanako Malcom Waiwai, Waikaremoana, Trustee; and

8.8.2 **mandated signatories** means the following individuals:

- (a) Ihakara Puketapu-Dentice, Wellington, Trust Chair:
- (b) Wesley John Turipa, Upper Hutt, Corrections Officer:
- (c) Neuton Lambert, Waikaremoana, Kaitiaki Mokopuna:
- (d) Nina (Nicky) Kirikiri, Waikaremoana, Trustee:
- (e) Tumanako Malcom Waiwai, Waikaremoana, Trustee.

ADDITIONAL DEFINITIONS

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

INTERPRETATION

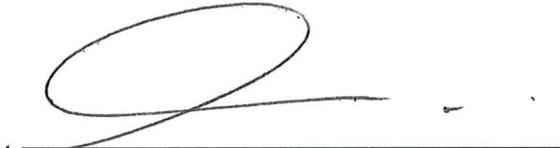
8.10 Part 7 of the general matters schedule applies to the interpretation of this deed.

DEED OF SETTLEMENT

SIGNED as a deed on 25 February 2026

SIGNED by the trustees of the
NGĀTI RUAPANI MAI
WAIKAREMOANA TRUST for and
on behalf of NGĀTI RUAPANI MAI
WAIKAREMOANA and in their
capacity as trustees of the NGĀTI
RUAPANI MAI WAIKAREMOANA
TRUST in the presence of -

WITNESS



Ihakara Puketapu-Dentice

Name: *Waireti Amai*
Occupation: *Manager, NRMW*
Address: *1 Hostel lane
TUAI, 4195*

WITNESS



Wesley John Turipa

Name: *Waireti Amai*
Occupation: *Manager, NRMW*
Address: *1 Hostel lane
TUAI, 4195*

WITNESS



Neuton Lambert

Name: *Waireti Amai*
Occupation: *Manager, NRMW*
Address: *1 Hostel lane
TUAI, 4195*

DEED OF SETTLEMENT

WITNESS





Nina (Nicky) Kirikiri

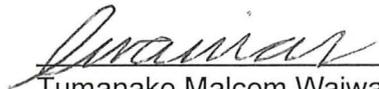
Name: *Waiveti Amari*

Occupation: *Manager, NZMIA*

Address: *1 Hoski Lane
Tuarua, 4195*

WITNESS





Tumanako Malcom Waiwai

Name: *Waiveti Amari*

Occupation: *Manager NZMIA*

Address: *1 Hoski Lane
Tuarua, 4195*

DEED OF SETTLEMENT

SIGNED for and on behalf of **THE CROWN** by –

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



Hon Paul Jonathon Goldsmith

WITNESS



Name: *CHELSEA TORRANCE*

Occupation: *PUBLIC SERVANT*

Address: *WELLINGTON*

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

Hon Nicola Valentine Willis

WITNESS

Name:

Occupation:

Address:

Hinetetoiingarangi Waiwai

Ngamini Waiwai

Nga Tamariki Moko-puna a Heemi Waiwai.

muss + rae Tuahine AKA Rorogyn whaetiri Rangorua-Pukepuke

Te Rangikawheta Puketapu

Raven Hema

Demi Tia Rurehe

Teia Rurehe

Kera Rurehe

○ CHAYCE POTIKI RUREHE

Tiniha Tipu, O'Shae-Jade Spooner-Maicha-Te Riu Spooner
Te Maiti Kurehe-Raroa ♡

MOANA HEMI RUREHE

Autumn-Rose

Maharata

○ Peti-Christina

Tuihi Waikanea Wilson ♡

Karinnie McCorkindale

Te Hippounam u

Jade McCorkindale

Evina Spooner

Ngapera Rangialo Ngati Rongo Patuheru.
Aivini Tahiri Ruckha. 

Meru Ellen Whaitiri Ranghau White Ngati Tachata.
Helen Kokiri Colman. Ruckha. 

Mike Te Kurapa. Ruckhuna 
ONUITERAKIMURA
Sany Davis
Ngawini Hamiora

Miria Hamiora

Harba Mika (Whariki Hautu Whanau
Te Putere



Kelly Lachner-Wagner

Ebony Tawhiwhi Savage McGarvey

Olive May Thurston

Richard Hemopo

Keeann Lachner 

Neremia Manney 

Ipo Tait 

Terna Potiki Takuta 

Manuoha Takuta

Cypress Takuta

Johnson Waiwai

Maria Rolleston


J Waiwai

Nevada Tarapu

Ngahina Matekahi - Temara

[Signature]

CHARLES LAMBERT - TE PA O MARU.

Pomparia Anndel Lambert *[Signature]*

Isaac Johns

Teberechiah Isaac

Te Paea + Teira Davis

Rangiteaorere Akuhata *[Signature]*

Pare - Mateama Ngaikaha
Lanituripa *[Signature]*

Te Wai-kaukau
onga Tipuna
Wai-karemoana

Whakamoe
Stevie Kingi *[Signature]*

Ngawari-Breeze Stevens Rurehe
Liana

Mark-Shore Teate Bush

Chayne Rangimau

Ngatai Rangiora

[Large signature]

[Small scribbles]

Lorna J. G.