

NGĀTI RUAPANI

and

THE CROWN

**AGREEMENT IN PRINCIPLE
TO SETTLE
HISTORICAL CLAIMS**

27 August 2022

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1 BACKGROUND

Mandate and terms of negotiation

- 1.1 Ngāti Ruapani, over a series of eight mandating hui, gave the Ngāti Ruapani mai Waikaremoana Negotiating Group (**the Negotiating Group**) a mandate to negotiate with the Crown a deed of settlement settling the historical Treaty of Waitangi/te Tiriti o Waitangi claims of the settling group.
- 1.2 The Crown recognised this mandate on 29 October 2019.
- 1.3 The Negotiating Group and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated 19 March 2020.

Nature and scope of deed of settlement agreed

- 1.4 The Negotiating Group and the Crown have agreed, in principle, the nature and scope of the deed of settlement.
- 1.5 This agreement in principle records that agreement and concludes substantive negotiations of the redress contemplated in this agreement in principle.

Approval and signing of this agreement in principle

- 1.6 The mandated body has –
 - 1.6.1 approved this agreement in principle; and
 - 1.6.2 authorised the representatives on the Negotiating Group to sign it on their behalf.

2 AGREEMENT IN PRINCIPLE

2.1 Ngāti Ruapani and the Crown agree –

- 2.1.1 that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle; and
- 2.1.2 to work together in good faith to develop, as soon as reasonably practicable, a deed of settlement based on this agreement in principle. In particular, parties will work together to resolve any matters in relation to clause 3.5 of this agreement in principle, and agree or determine (where applicable) those matters under clauses 3.10 and 9.1; and
- 2.1.3 the deed of settlement is to be signed by or on behalf of Ngāti Ruapani, the governance entity, and the Crown.



3 SETTLEMENT

Settlement of historical claims

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

Terms of settlement

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

Redress

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



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Crown commitment to explore redress

- 3.8 The exploratory discussions between the Crown and Ngāti Ruapani as set out in clauses 5.2 and 5.7 may not result in any agreed redress. The Crown is under no obligation to provide redress as an outcome of the exploratory discussions between the Crown and Ngāti Ruapani.
- 3.9 If any new redress is offered by the Crown in accordance with clauses 5.2 and 5.7 Ngāti Ruapani acknowledge that clause 3.5 applies to that redress.

Transfer or vesting of settlement properties

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

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4 HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY

- 4.1 The deed of settlement is to include –
- 4.1.1 an agreed account of the historical relationship between Ngāti Ruapani and the Crown to be developed by the parties based on the proposed headings for the historical account as set out in clause 4.2; and
 - 4.1.2 the Crown's acknowledgement of its acts and omissions which have breached the Treaty of Waitangi/te Tiriti o Waitangi and its principles or caused prejudice to the Ngāti Ruapani; and
 - 4.1.3 a Crown apology for those breaches of the Treaty of Waitangi/te Tiriti o Waitangi and its principles. The Crown apology will express the Crown's hope to build a foundation of trust that will enable a reset of its relationship with Ngāti Ruapani.
- 4.2 The deed of settlement will include an agreed historical account based on the following proposed headings –
- 4.2.1 Ngāti Ruapani mai Waikaremoana to 1865;
 - 4.2.2 Warfare, Confiscation, and Cession 1865–1867;
 - 4.2.3 Scorched Earth and the Pursuit of Te Kooti, 1868–1872;
 - 4.2.4 Te Whitu Tekau;
 - 4.2.5 The Threat of Confiscation at Waikaremoana: the four southern blocks, 1872–1875;
 - 4.2.6 Ngāti Ruapani mai Waikaremoana and the Native Land Court;
 - 4.2.7 Urewera District Native Reserve;
 - 4.2.8 Waikaremoana Block;
 - 4.2.9 Ngāti Ruapani mai Waikaremoana Reserves;
 - 4.2.10 Lake Waikaremoana;
 - 4.2.11 Te Urewera National Park;
 - 4.2.12 The Under-Development of Ngāti Ruapani mai Waikaremoana.
- 4.3 The provisional Crown acknowledgements are set out below, and will be further developed for inclusion in the deed of settlement. The provisional Crown acknowledgements made to Ngāti Ruapani are –

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Te Tiriti o Waitangi/The Treaty of Waitangi

- 4.3.1 The Crown acknowledges that Ngāti Ruapani mai Waikaremoana did not sign the Treaty of Waitangi in 1840. The Crown's authority over New Zealand rested in part on the Treaty and the Crown's Treaty obligations, including its protective guarantees, applied to Ngāti Ruapani mai Waikaremoana. The Crown acknowledges that it has failed to meet many of its Treaty obligations to Ngāti Ruapani mai Waikaremoana. Despite the previous efforts of Ngāti Ruapani mai Waikaremoana to remind the Crown of its obligations, the Crown has failed to deal with the long standing and legitimately held grievances of Ngāti Ruapani mai Waikaremoana in an appropriate way, and recognition of those grievances is long overdue. The sense of grief and loss suffered by Ngāti Ruapani mai Waikaremoana and the impact of the Crown's failings endure today.

Onepoto

- 4.3.2 The Crown acknowledges that Ngāti Ruapani mai Waikaremoana did not receive any compensation following the Crown's acquisition of Onepoto and other land beside the Waikaretaheke River including its timber resources in 1872, and that this was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

The Four Southern Blocks

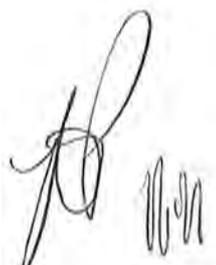
- 4.3.3 The Crown acknowledges that in 1875 it acquired all of Ngāti Ruapani mai Waikaremoana interests in approximately 178,000 acres in the four southern blocks in southern Waikaremoana, including Onepoto, after threatening to confiscate their interests in this land. The aggressive measures undertaken to acquire land in this district had lasting and detrimental effects on the customary interests of Ngāti Ruapani mai Waikaremoana at Waikaremoana and breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

The Four Southern Blocks - Reserves

- 4.3.4 The Crown acknowledges that:
- (a) the titles Ngāti Ruapani mai Waikaremoana and another tribal grouping received for four reserves at Whareama, Te Kopani, Te Heiotahoka and Ngāpūtahi were granted to 60 individuals rather than all owners;
 - (b) title to the four reserves was not awarded until 1889 and Whareama and Ngāpūtahi remained with no legal access; and
 - (c) Whareama and Ngāpūtahi were subsequently included in the Urewera Consolidation Scheme against the wishes of Ngāti Ruapani mai Waikaremoana and were acquired by the Crown in 1921.

Native Land Laws

- 4.3.5 The Crown acknowledges that it did not consult Ngāti Ruapani mai Waikaremoana about the introduction of native land laws.



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Te Whitu Tekau

4.3.6 The Crown acknowledges that:

- (a) it did not formally recognise Te Whitu Tekau as a political institution after the leaders of Te Urewera established it in 1872 as a governing council to uphold mana motuhake in Te Urewera following the "peace compact" in 1871;
- (b) Te Whitu Tekau objected to land dealings, roads, surveys and the Native Land Court operating within the boundaries it had established; and
- (c) despite Te Whitu Tekau policies, the Crown eventually exerted pressure to open up Te Urewera to roads, surveying and Native Land Court sittings.

The Native Land Court and Individualisation of Title

4.3.7 The Crown acknowledges that it introduced the Native Land Court to Ngāti Ruapani mai Waikaremoana lands despite the opposition of Te Whitu Tekau and that the operation and impact of the native land laws, in particular the awarding of titles to individuals rather than to hapū or iwi, made Ngāti Ruapani mai Waikaremoana lands more susceptible to partition, fragmentation and alienation. This contributed to the undermining of their tribal structures which were based on collective tribal and hapū custodianship. The Crown failed to protect these structures and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Waipaoa 5 Block

4.3.8 The Crown acknowledges that the compulsory vesting of Waipaoa 5 in the Tairāwhiti District-Māori Land Board in 1906 was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.3.9 The Crown acknowledges that:

- (a) The Crown unilaterally reduced the price the owners of Waipaoa 5 had agreed to accept at a meeting of the assembled owners in 1910, and the impoverished owners had little choice but to accept the reduced price offered by the Crown in 1913; and
- (b) the Crown's actions were a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Urewera District Native Reserve (UDNR)

4.3.10 The Crown acknowledges that in 1894 through 1895 Ngāti Ruapani mai Waikaremoana negotiated in good faith, alongside other groups, to secure Crown agreement to a solemn compact and the Crown caused Ngāti Ruapani mai Waikaremoana severe prejudice by the manner in which it implemented the Urewera District Native Reserve Act 1896.



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4.3.11 The Crown acknowledges that:

- (a) it caused significant delays in the establishment of the local government provided for under the Urewera District Native Reserve Act. This was compounded by unreasonable delays in the establishment of a body to hear appeals from decisions of the Urewera Commission;
- (b) it failed to provide options to ensure majority Te Urewera Māori participation in the Urewera Commission when it sat;
- (c) it failed to provide any role for Te Urewera Māori on the Urewera Commission appellate body;
- (d) it failed to uphold the agreement in the compact that land titles in the Urewera District Native Reserve would be awarded to hapū;
- (e) it undermined the Act's core principle of self government by intervening in 1909 to change the membership of the General Committee, which the Act had provided would be elected; and
- (f) it ultimately failed to establish an effective system of local land administration and governance and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.3.12 The Crown acknowledges that it breached its compact with Ngāti Ruapani mai Waikaremoana and other groups by promoting unilateral changes to the 1896 Act and that this breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Waikaremoana Block

4.3.13 The Crown acknowledges that:

- (a) it pressured Ngāti Ruapani mai Waikaremoana into allowing their interests in the Waikaremoana block to be included in the Urewera Consolidation Scheme by threatening to compulsorily acquire the land;
- (b) it acquired some Ngāti Ruapani mai Waikaremoana interests in Waikaremoana for cash payments of six shillings an acre despite previously agreeing to pay the owners 15 shillings;
- (c) it caused considerable hardship to those Ngāti Ruapani mai Waikaremoana from whom it acquired the interests by not ensuring that they were paid the interest due on the debentures they accepted;
- (d) it did not finally pay off the capital value of the debentures until 25 years after it first became due;
- (e) it failed to ensure that Waikaremoana hapū retained sufficient land for their present and future needs;
- (f) by these acts and omissions the Crown breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

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Landlessness

- 4.3.14 The Crown acknowledges that, through its acts and omissions, Ngāti Ruapani mai Waikaremoana have been made virtually landless. The Crown's failure to ensure Ngāti Ruapani mai Waikaremoana retained sufficient lands for the present and future needs of their people was a breach of te Tiriti o Waitangi/the Treaty of Waitangi its principles.

Te Urewera National Park

- 4.3.15 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.
- 4.3.16 The Crown acknowledges that:
- (a) 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;
 - (b) the governance of the park severely restricted Ngāti Ruapani mai Waikaremoana's ability to use and develop the resources of their land adjoining or enclosed by the Park;
 - (c) Ngāti Ruapani mai Waikaremoana interests in Lake Waikaremoana were included in the Park in 1954 without their consent; and
 - (d) 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.

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5 CULTURAL REDRESS

General

- 5.1 All items of cultural redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 5.1.1 the Crown confirming that any residual overlapping claim issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and
- 5.1.2 any other conditions specified in the cultural redress tables provided below and set out in clauses 3.5, 3.10 and 9.1 of this agreement in principle.

Onepoto

- 5.2 The Crown and Ngāti Ruapani agree to explore potential cultural redress over Onepoto (being the areas described in Table 1 below and shown on the Onepoto Map in attachment 3).

Table 1 – Potential cultural redress to be explored

Property Name/Address	General description/location	Landholding agency
Onepoto Conservation Areas	<i>Gisborne Land District – Wairoa District</i> 5.0917 hectares, more or less, being Section 6 Block III Waiiau Survey District. 205.14 hectares, approximately, being Parts Section 8 and Part Section 9 Block III Waiiau Survey District. 91.63 hectares, approximately, being Section 6 and Part Section 5 Block I Waiiau Survey District. 7.7943 hectares, more or less, being Section 7 Block I Waiiau Survey District and Sections 18 and 19 SO 8881. Balance record of title GS5B/673 for the fee simple estate.	The Department of Conservation
Part Waikaretaheke River Marginal Strip	<i>Gisborne Land District – Wairoa District</i> 0.5 hectares, approximately, being Crown Land SO 5456.	The Department of Conservation
State Highway 38, Tuai	<i>Gisborne Land District – Wairoa District</i> 2.5700 hectares, more or less, being Section 4 SO 8881. Part record of title GS5D/588 for the fee simple estate.	The Treasury

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

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- 5.3 The Crown and Ngāti Ruapani acknowledge that Onepoto is also a site of significance to Ngāi Tūhoe.
- 5.4 It was recorded in the Ngāi Tūhoe Deed of Settlement that the Crown, Ngāi Tūhoe and Ngāti Ruapani would engage in future redress discussions over Onepoto through the Treaty settlement negotiations with Ngāti Ruapani.
- 5.5 The Crown and Ngāti Ruapani will enter into good faith discussions with Ngāi Tūhoe on how to best reflect the interests of Ngāti Ruapani and Ngāi Tūhoe in the land.
- 5.6 The agreement to explore potential redress over Onepoto (as described in Table 1 above) may not result in any agreed redress.

Potential cultural redress

- 5.7 The Crown and Ngāti Ruapani agree to explore other potential cultural redress within the Ngāti Ruapani area of interest. Potential redress may include:
- 5.7.1 overlay classifications;
 - 5.7.2 statutory acknowledgements (including rivers);
 - 5.7.3 deeds of recognition (including rivers); and
 - 5.7.4 the erection of pouwhenua.
- 5.8 The agreement to explore potential cultural redress may not result in any agreed redress.

Cultural redress non-exclusive

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

Potential official geographic names

- 5.10 The Crown will invite Ngāti Ruapani to develop a list of new and altered place names for geographic features within the area of interest for proposing to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa (Board), to be considered through the Board's Treaty place names process. The Crown will present the proposed names to the Board for consideration.
- 5.11 The deed of settlement is to provide for the settlement legislation to provide for the names listed in the deed of settlement to be the official geographic names of the features, if the parties agree.

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Relationship agreements

5.12 The deed of settlement will also provide for the following Crown agencies to enter into a relationship agreement with the governance entity:

5.12.1 Department of Conservation;

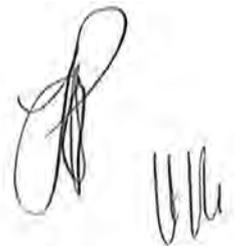
5.12.2 New Zealand Police; and

5.12.3 Ministry of Business, Innovation and Employment.

5.13 These agreements will support the Ngāti Ruapani aspiration to restore their relationship with the Crown and their practice of Waikaremoanatanga.

Hawke's Bay Regional Planning Committee

5.14 The Hawke's Bay Regional Planning Committee Act 2015 provides for the governance entity to appoint one member to the Hawke's Bay Regional Planning Committee.

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6 FINANCIAL AND COMMERCIAL REDRESS

General

- 6.1 All items of commercial redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 6.1.1 the Crown confirming that any residual overlapping interest issues in relation to any item of commercial redress have been addressed to the satisfaction of the Crown; and
 - 6.1.2 any other conditions specified in the commercial redress tables provided below and set out in clauses 3.5, 3.10 and 9.1 of this agreement in principle.

Resumption of the former Tuai Hostel (Lake Whakamarino Lodge)

- 6.2 In 1993, Ngāti Ruapani 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.
- 6.3 It was agreed by the parties that the resumption of the land by the Crown was in part settlement of Ngāti Ruapani historical Treaty of Waitangi claims.
- 6.4 The land was revested in Ngāti Ruapani pursuant to section 134 of Te Ture Whenua Maori Act 1993 and Orders of the Māori Land Court in 1996.

Financial and commercial redress amount

- 6.5 The deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the financial and commercial redress amount of \$24 million less the value of the Crown interest in Patunamu Forest Limited, \$2.466 million; and
- 6.6 The financial and commercial redress amount in clause 6.5 is in addition to the value of the former Tuai Hostel (Lake Whakamarino Lodge).

Crown interest in Patunamu Forest Limited

- 6.7 The deed of settlement is to provide that the Crown will transfer to the governance entity the Crown interest in Patunamu Forest Limited.
- 6.8 The transfer of the Crown interest in Patunamu Forest Limited will be subject to the process set out in section 89 of the Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Act 2018 and schedule 1 of the shareholders' agreement and trust deed.

Potential deferred selection properties

- 6.9 The deed of settlement is to provide the governance entity may, during the deferred selection period referred to in Table 2 below, after the settlement date, provide a written notice of interest to the Crown in purchasing any or all of those of the properties described in Table 2 below as potential deferred selection properties that the parties agree are to be deferred selection properties. The deed of settlement will provide for the effect of the

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written notice and will set out a process where the property is valued and may be acquired by the governance entity.

Table 2 - Potential deferred selection properties for transfer

Property Name/Address	General description/location	Conditions of transfer/ Specific conditions currently known	Landholding agency
Renga Road, Tuai (PF 1598)	<i>Gisborne Land District – Wairoa District</i> 0.5265 hectares, more or less, being Section 14 SO 8855. All record of title 395479 for the fee simple estate.	Two year deferred selection period	Land Information New Zealand (Treaty Settlements Landbank)
15132 – Kokako Road, Tuai	<i>Gisborne Land District – Wairoa District</i> 46.3900 hectares, more or less, being Section 1 SO 8451.	Two year deferred selection period	Land Information New Zealand
9015 – Camp Kaitawa, Lake Waikaremoana	<i>Gisborne Land District – Wairoa District</i> 2.3140 hectares, more or less, being Section 1 SO 8696. Part record of title GS5D/588 for the fee simple estate.	Two year deferred selection period	Land Information New Zealand
State Highway 38, Kaitawa	<i>Gisborne Land District – Wairoa District</i> 3.3800 hectares, more or less, being Section 5 SO 8881. Part record of title GS5D/588 for the fee simple estate.	Three year deferred selection period	The Treasury
Kaitawa Road, Kaitawa	<i>Gisborne Land District – Wairoa District</i> 2.9400 hectares, more or less, being Section 7 SO 8881. Part record of title GS5D/588 for the fee simple estate.	Three year deferred selection period	The Treasury
State Highway 38, Kaitawa	<i>Gisborne Land District – Wairoa District</i> 14.7600 hectares, more or less, being Section 6 SO 8881. Part record of title GS5D/588 for the fee simple estate.	Three year deferred selection period	The Treasury
Kaitawa Road, Kaitawa	<i>Gisborne Land District – Wairoa District</i> 3.8700 hectares, more or less, being Section 8 SO 8881. Part record of title GS5D/588 for the fee simple estate.	Three year deferred selection period	The Treasury

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Tui Main Road, Tuai	<i>Gisborne Land District – Wairoa District</i> 18.8100 hectares, more or less, being Section 10 SO 8881. Part record of title GS5D/588 for the fee simple estate.	Three year deferred selection period	The Treasury
Tuai Main Road/Valley Road, Tuai	<i>Gisborne Land District – Wairoa District</i> 68.1900 hectares, more or less, being Section 9 SO 8881. Part record of title GS5D/588 for the fee simple estate.	Three year deferred selection period	The Treasury

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

Right of First Refusal

6.10 The settlement documentation is to provide that –

6.10.1 the governance entity has a right of first refusal (an **RFR**) in relation to a disposal by the Crown or Kāinga Ora – Homes and Communities of any of the land described in Table 3 below as potential RFR land that the parties agree is to be RFR land if, on the settlement date, it is owned by the Crown or Kāinga Ora – Homes and Communities; and

6.10.2 the RFR is for a period of time equal to the length of time between the signing of the Treaty of Waitangi and initialling the deed of settlement.

Table 3 – Potential RFR land

Property Name/Address	General description/location	Conditions of transfer/ Specific conditions currently known	Landholding agency
Renga Road, Tuai (PF 1598)	<i>Gisborne Land District – Wairoa District</i> 0.5265 hectares, more or less, being Section 14 SO 8855. All record of title 395479 for the fee simple estate.	Right of first refusal	Land Information New Zealand (Treaty Settlements Landbank)
15132 – Kokako Road, Tuai	<i>Gisborne Land District – Wairoa District</i> 46.3900 hectares, more or less, being Section 1 SO 8451.	Right of first refusal	Land Information New Zealand
19015 – Camp Kaitawa, Lake Waikaremoana	<i>Gisborne Land District – Wairoa District</i> 2.3140 hectares, more or less, being Section 1 SO 8696. Part record of title GS5D/588 for the fee simple estate.	Right of first refusal	Land Information New Zealand
Te Kura o Waikaremoana, 4764 State Highway 38, Tuai	<i>Gisborne Land District – Wairoa District</i>	Right of first refusal	Ministry of Education

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	1.6187 hectares, more or less, being Part Section 2 Block III Waiau Survey District.		
63 Hill Street, Tuai	<i>Gisborne Land District – Wairoa District</i> 0.0983 hectares, more or less, being Lot 46 DP 7990. All Gazette notice 191906.1.	Right of first refusal	New Zealand Police
62C Hill Street, Tuai	<i>Gisborne Land District – Wairoa District</i> 0.1402 hectares, more or less, being Lot 32 DP 7990. All record of title GS5C/1063 for the fee simple estate.	Right of first refusal	Kāinga Ora – Homes and Communities
State Highway 38, Kaitawa	<i>Gisborne Land District – Wairoa District</i> 3.3800 hectares, more or less, being Section 5 SO 8881. Part record of title GS5D/588 for the fee simple estate.	Right of first refusal	The Treasury
Kaitawa Road, Kaitawa	<i>Gisborne Land District – Wairoa District</i> 2.9400 hectares, more or less, being Section 7 SO 8881. Part record of title GS5D/588 for the fee simple estate.	Right of first refusal	The Treasury
State Highway 38, Kaitawa	<i>Gisborne Land District – Wairoa District</i> 14.7600 hectares, more or less, being Section 6 SO 8881. Part record of title GS5D/588 for the fee simple estate.	Right of first refusal	The Treasury
Kaitawa Road, Kaitawa	<i>Gisborne Land District – Wairoa District</i> 3.8700 hectares, more or less, being Section 8 SO 8881. Part record of title GS5D/588 for the fee simple estate.	Right of first refusal	The Treasury
Tui Main Road, Tuai	<i>Gisborne Land District – Wairoa District</i> 18.8100 hectares, more or less, being Section 10 SO 8881. Part record of title GS5D/588 for the fee simple estate.	Right of first refusal	The Treasury
Tuai Main Road/Valley Road, Tuai	<i>Gisborne Land District – Wairoa District</i> 68.1900 hectares, more or less, being Section 9 SO 8881. Part record of title GS5D/588 for the fee simple estate.	Right of first refusal	The Treasury

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

7 OVERLAPPING INTERESTS PROCESS

Process for resolving overlapping interests

- 7.1 The development of this agreement in principle has been informed by the overlapping interests process set out in attachment 2, which the parties agreed to implement following the signing of the terms of negotiation specified at clause 1.3.
- 7.2 The Crown is ultimately responsible and accountable for the overall overlapping interests process and it must act in accordance with its Treaty obligations. The Crown –
- 7.2.1 has a duty to act in good faith to other claimant groups (including those who have already settled with the Crown (the **settled groups**)) who have interests in Ngāti Ruapani area of interest (refer attachment 1); and
 - 7.2.2 must ensure it actively protects the interests of other claimant groups (whether already mandated or not) and settled groups; and
 - 7.2.3 must avoid unreasonably prejudicing its ability to reach a fair settlement with other claimant groups in the future, while not unduly devaluing the settlement of other settled groups and with Ngāti Ruapani.
- 7.3 Following the signing of this agreement in principle, the parties will work together with groups with overlapping interests to resolve any remaining overlapping interests issues in relation to redress. If after working together overlapping interests issues relating to redress remain unresolved, the Crown may have to make a final decision. In reaching any decisions on redress within the areas of overlapping interests, the Crown is guided by two general principles:
- 7.3.1 the Crown's wish to reach a fair and appropriate settlement with Ngāti Ruapani without compromising the existing settlements of settled groups; and
 - 7.3.2 the Crown's wish to maintain, as far as possible, its capability to provide appropriate redress to other claimant groups and achieve a fair settlement of their historical claims.
- 7.4 The process for resolving remaining overlapping interests matters is set out in Table 4 below.



AGREEMENT IN PRINCIPLE

Table 4 – Next steps in overlapping interests process for Ngāti Ruapani

Next steps	Timeframe
Agreement in principle uploaded to the Office of Māori – Crown Relations - Te Arawhiti (Te Arawhiti) website.	August 2022
Te Arawhiti writes to all overlapping groups advising of the agreement in principle, seeking submissions (written confirmation of support, agreement reached with Ngāti Ruapani or identification of issues for discussion).	September 2022
Overlapping groups to provide submissions to Te Arawhiti. Te Arawhiti will collate all letters of submission from groups. Ngāti Ruapani to report back on engagement with overlapping groups and advise of any agreements reached.	Date to be confirmed
Te Arawhiti, Ngāti Ruapani and affected overlapping groups to agree a process to resolve issues. Te Arawhiti assesses submissions and reports to the Minister for Treaty of Waitangi Negotiations: <ul style="list-style-type: none"> • providing an update on overlapping interests; and • if there are issues, advising of a process to resolve them. 	Date to be confirmed
Meetings between Ngāti Ruapani and overlapping groups. Crown to attend meetings if requested. Process to involve facilitated discussions if required. Groups to agree on a solution to issues. If no agreement is reached, then Te Arawhiti will seek a preliminary decision on unresolved issues.	Date to be confirmed
The Minister for Treaty of Waitangi Negotiations to advise overlapping groups of preliminary decision on any unresolved issues. Officials from Te Arawhiti will be available to discuss the decisions.	Date to be confirmed
Responses from affected overlapping groups to the Minister for Treaty of Waitangi Negotiations' decisions.	Date to be confirmed
Te Arawhiti report to the Minister for Treaty of Waitangi Negotiations on final decisions on overlapping claims and Ngāti Ruapani settlement package.	Date to be confirmed
The Minister of Treaty of Waitangi Negotiation writes to groups informing of final decisions on overlapping claims and inviting to meet with them to discuss. Cabinet consideration of Ngāti Ruapani settlement package.	Date to be confirmed
Parties aim to initial deed of settlement	Date to be confirmed

8 INTEREST AND TAX

Interest

8.1 The deed of settlement is to provide for the Crown to pay the governance entity, on the settlement date, interest on the financial and commercial redress amount specified in clause 6.5, -

8.1.1 for the period –

- (a) beginning on the date of this agreement in principle; and
- (b) ending on the day before the settlement date; and
- (c) at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.

8.2 The interest is to be –

8.2.1 subject to any tax payable; and

8.2.2 payable after withholding any tax required by legislation to be withheld.

Tax

8.3 Subject to the Minister of Finance's consent, the deed of settlement is to provide that the Crown must indemnify the governance entity for any GST or income tax payable in respect of the provision of Crown redress.

8.4 The governance entity agrees that neither it, nor any other person, will claim with respect to the provision of Crown redress -

8.4.1 an input credit for GST purposes; or

8.4.2 a deduction for income tax purposes.

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9 NEXT STEPS

Resolution of final matters

- 9.1 The parties will work together to agree, as soon as reasonably practicable, all matters necessary to complete the deed of settlement, including agreeing on or determining as the case may be –
- 9.1.1 the terms of the –
 - (a) historical account; and
 - (b) Crown's acknowledgements and apology; and
 - 9.1.2 the cultural redress properties, the deferred selection properties, the RFR land from the potential properties or land provided in the relevant table, and if applicable, any conditions that will apply; and
 - 9.1.3 the proposed official geographic names to be considered through the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa Board's Treaty place names process; and
 - 9.1.4 the terms of the following (which will, where appropriate, be based on the terms provided in recent settlement documentation):
 - (a) the cultural redress; and
 - (b) the transfer of the Crown interest in Patunamu Forest Limited; and
 - (c) the right to purchase a deferred selection property, including the process for determining its market value; and
 - (d) the RFR, including the circumstances in which RFR land may be disposed of without the RFR applying; and
 - (e) the tax indemnity; and
 - 9.1.5 the following documents:
 - (a) relationship agreement with the Department of Conservation; and
 - (b) relationship agreement with New Zealand Police; and
 - (c) relationship agreement with Ministry of Business, Innovation and Employment; and
 - (d) the settlement legislation; and
 - 9.1.6 all other necessary matters.



AGREEMENT IN PRINCIPLE

Other matters

Redress to be explored

- 9.2 The parties will enter into exploratory discussions in relation to the matters outlined in clauses 5.2 and 5.7 following the signing of the agreement in principle and before initialling a deed of settlement.

Development of governance entity and ratification process

- 9.3 Ngāti Ruapani will, as soon as reasonably practicable after the date of this agreement, and before the signing of a deed of settlement –
- 9.3.1 form a single governance entity that the Crown is satisfied meets the requirements of clause 10.1.2(a); and
 - 9.3.2 develop a ratification process referred to clause 10.1.2(b) that is approved by the Crown.

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10 CONDITIONS

Entry into deed of settlement conditional

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

Settlement legislation

- 10.2 The deed of settlement is to provide that following the signing of the deed of settlement the Crown will propose a draft settlement bill for introduction to the House of Representatives.
- 10.3 This draft settlement bill will provide for all matters for which legislation is required to give effect to the deed of settlement.
- 10.4 The draft settlement bill must:
- 10.4.1 comply with the drafting standards and conventions of the Parliamentary Counsel Office for Governments Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and
 - 10.4.2 be in a form that is satisfactory to Ngāti Ruapani and the Crown.



AGREEMENT IN PRINCIPLE

- 10.5 The deed of settlement is to provide that Ngāti Ruapani and the governance entity must support the passage of the draft settlement bill through Parliament.

Settlement conditional on settlement legislation

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

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11 GENERAL

Nature of this agreement in principle

11.1 This agreement in principle –

11.1.1 is entered into on a without prejudice basis; and

11.1.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal; and

11.1.3 is non-binding; and

11.1.4 does not create legal relations.

Termination of this agreement in principle

11.2 The Crown or the Negotiating Group, on behalf of Ngāti Ruapani, may terminate this agreement in principle by notice to the other.

11.3 Before terminating this agreement in principle, the Crown or the Negotiating Group, as the case may be, must give the other at least 20 business days' notice of an intention to terminate.

11.4 This agreement in principle remains without prejudice even if it is terminated.

Definitions

11.5 In this agreement in principle –

11.5.1 the terms defined in the definitions schedule have the meanings given to them by that schedule; and

11.5.2 all parts of speech, and grammatical forms, of a defined term have a corresponding meaning.

Interpretation

11.6 In this agreement in principle –

11.6.1 headings are not to affect its interpretation; and

11.6.2 the singular includes the plural and vice versa.

11.7 Provisions in –

11.7.1 the schedules to this agreement in principle are referred to as paragraphs; and

11.7.2 other parts of this agreement are referred to as clauses.

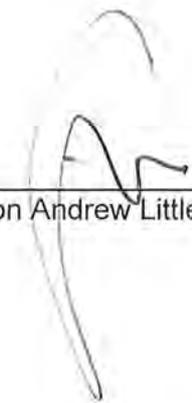


AGREEMENT IN PRINCIPLE

SIGNED on 27 day of August 2022

SIGNED for and on behalf of THE CROWN by -

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


Hon Andrew Little

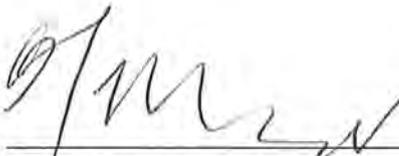
WITNESS

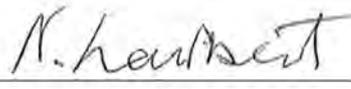

Name: Hon Mta Whaitiri
Occupation: MP
Address: 23 State Road
Whakatana.

SIGNED for and on behalf of Ngāti Ruapani by -

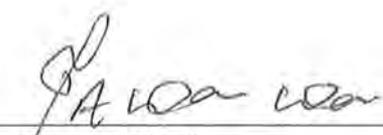

Ihakara Puketapu-Dentice
Te Waimako marae representative
Ngāti Ruapani mai Waikaremoana
Negotiating Group


Te Ori Paki
Te Waimako marae representative
Ngāti Ruapani mai Waikaremoana
Negotiating Group


Tina Wagner
Te Waimako marae representative
Ngāti Ruapani mai Waikaremoana
Negotiating Group


Neuton Lambert
Te Kūha marae representative
Ngāti Ruapani mai Waikaremoana
Negotiating Group


Nina Kirikiri
Te Kūha marae representative
Ngāti Ruapani mai Waikaremoana
Negotiating Group


James Waiwai
Te Kūha marae representative
Ngāti Ruapani mai Waikaremoana
Negotiating Group



AGREEMENT IN PRINCIPLE

Members of Ngāti Ruapani and other witnesses who support the agreement in principle:

M.P. Buxton Angela Smith

Temper Takatahose

Lo Anuriman Hura Wale Wawa

Jackie Tiekihave Hemmingsen
Whakamā

Rangipaea Decker

Wesley Turifa

Yematahaka

Robin Tuperpea Waukai

Ima Whi

Louise Whiteman

Michaela Ronghai

Tavera White Timote (Hemmingsen)

Manaterangi

Hakopa Ma Dyll

Ngawini Pou Whare

AGREEMENT IN PRINCIPLE

Members of Ngāti Ruapani and other witnesses who support the agreement in principle:

Peti Hineira Woodard nee Melbourne

Ani Hine maitoro Phipps



Theresa Hughes

~~M. L. P. -~~

An Bruce - Hare

Hemara & Akakura Whakarua ~~H. H.~~

Belen Anderson

Ngahine & Jitona Hare

Nga Pamira (Wera) ~~H. H.~~

Tamati Teihu waka KRUOR

Te Hiraia ~~H. H.~~ (Hu)

~~XXXXXXXXXX~~

P. M. Barney



SCHEDULES

A handwritten signature in black ink, consisting of a large, stylized initial 'S' followed by a surname that appears to be 'Sudh'.

1 DEFINITIONS

Historical claims

1.1 The deed of settlement will provide that **historical claims** –

1.1.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that the settling group, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that –

(a) is, or is founded on, a right arising –

(i) from the Treaty of Waitangi/te Tiriti o Waitangi or its principles; or

(ii) under legislation; or

(iii) at common law, including aboriginal title or customary law; or

(iv) from fiduciary duty; or

(v) otherwise; and

(b) arises from, or relates to, acts or omissions before 21 September 1992 –

(i) by, or on behalf of, the Crown; or

(ii) by or under legislation; and

1.1.2 includes every claim to the Waitangi Tribunal to which paragraph 1.1.1 applies that relates exclusively to Ngāti Ruapani 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; and

(e) Wai 2245 – Te Wiremu Waiwai and Ngāti Ruapani Lake Waikaremoana claim.

1.1.3 includes every other claim to the Waitangi Tribunal to which paragraph 1.1.1 applies, so far as it relates to the settling group or a representative entity, including the following claims:

(a) Wai 937 – Noa Tiwai Lakes, Lands and other resources claim; and



AGREEMENT IN PRINCIPLE

(b) Wai 1013 – Pere Kaitiakitanga claim.

1.1.4 However, **historical claims** does not include the following claims –

- (a) a claim that a member of Ngāti Ruapani or a whānau, hapū, or group referred to in paragraph 1.3.2, 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 paragraph 1.3.1; and
- (b) a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in paragraph 1.1.4(a).

1.2 The deed of settlement will, to avoid doubt, provide paragraph 1.1.1 is not limited by paragraphs 1.1.2 or 1.1.3.

Ngāti Ruapani

1.3 The deed of settlement will provide that Ngāti Ruapani or the **settling group** means -

1.3.1 the collective group composed of individuals who descend from a Ngāti Ruapani ancestor; and

1.3.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in paragraph 1.3.1 including:

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

1.3.3 every individual referred to in paragraph 1.3.1

1.4 The deed of settlement will provide, for the purposes of paragraph 1.3 -

1.4.1 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 tikanga (customary values and practices); and

1.4.2 **Ngāti Ruapani ancestor** means an individual who:

- (a) exercised customary rights by virtue of being descended from:



AGREEMENT IN PRINCIPLE

- (i) **Ruapani**; and
 - (l) One or more of his descendants **Hinekura, Pukehore** or **Tuwai**; or
 - (ii) a recognised ancestor of any of the descent groups listed in paragraph 1.3.2
- (b) exercised the customary rights predominantly in relation to the Area of Interest after 6 February 1840.
- 1.4.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices) including -
- (a) rights to occupy land; and
 - (b) rights in relation to the use of land or other natural or physical resources.

Other definitions

1.5 In this agreement in principle –

area of interest means the area identified as the area of interest in attachment 1; and

business day means a day that is not –

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, Te Rā Aro ki a Matariki/Matariki Observance Day or Labour day; or
- (c) if Waitangi Day or ANZAC Day falls on a Saturday or Sunday, the following Monday; or
- (d) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (e) a day that is observed as the anniversary of the province of –
 - (i) Wellington; or
 - (ii) Hawkes Bay; or
 - (iii) Auckland; and

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

Crown interest in Patunamu Forest Limited –



AGREEMENT IN PRINCIPLE

- (a) means the Crown's entitlement to a 50% shareholding in Patunamu Forest Limited; and
- (b) includes the Crown's entitlement, as a beneficiary of the Patunamu Forest Trust to 50% of the Patunamu Forest; and

Crown redress –

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

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

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

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

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

disclosure information means –

- (a) in relation to a redress property, the information provided by the Crown to the governance entity; and



AGREEMENT IN PRINCIPLE

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

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

financial and commercial redress means the redress to be provided under the settlement documentation referred to in part 6; and

financial and commercial redress amount means the amount referred to as the financial and commercial redress amount in clause 6.5; and

governance entity means the governance entity to be formed by the settling group under clause 9.3.1; and

land holding agency, in relation to a potential deferred selection property, or any potential RFR land, means the department specified opposite that property in Tables 2 and 3, as the case may be; and

mandated body means Ngāti Ruapani mai Waikaremoana Negotiating Group; and

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

Patunamu Forest Limited means the company registered under number 6312707, acting as trustee of the Patunamu Forest Trust; and

Patunamu Forest Trust has the meaning given to it by section 78 of the Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Act 2018; and

potential deferred selection property means each property described as a potential deferred selection property in Table 2; and

potential RFR land means the land described as potential RFR land in Table 3; and

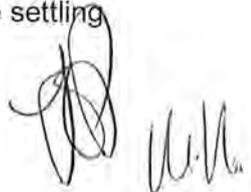
purchased deferred selection property means each deferred selection property in relation to which the governance entity and the Crown are to be treated under the deed of settlement as having entered into an agreement for its sale and purchase; and

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

- (a) the Crown's acknowledgment and apology referred to in clause 4.1; and
- (b) the financial and commercial redress; and
- (c) the cultural redress; and

redress property means each cultural redress property; and

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



AGREEMENT IN PRINCIPLE

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

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

RFR means the right of first refusal referred to in clause 6.10; and

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

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

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

settlement document means a document to be entered into by the Crown to give effect to the deed of settlement; and

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

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

shareholders' agreement and trust deed has the meaning given to it by section 78 of the Iwi and Hapū of Te Rohe o Te Wairoa Claims Settlement Act 2018; and

tax indemnity means the indemnity referred to in clauses 8.3 and 8.4 to be provided in the deed of settlement; and

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



2 TERMS OF SETTLEMENT

Rights unaffected

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

Acknowledgments

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

Implementation

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

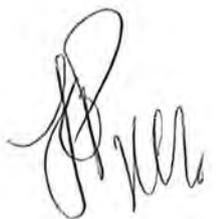


AGREEMENT IN PRINCIPLE

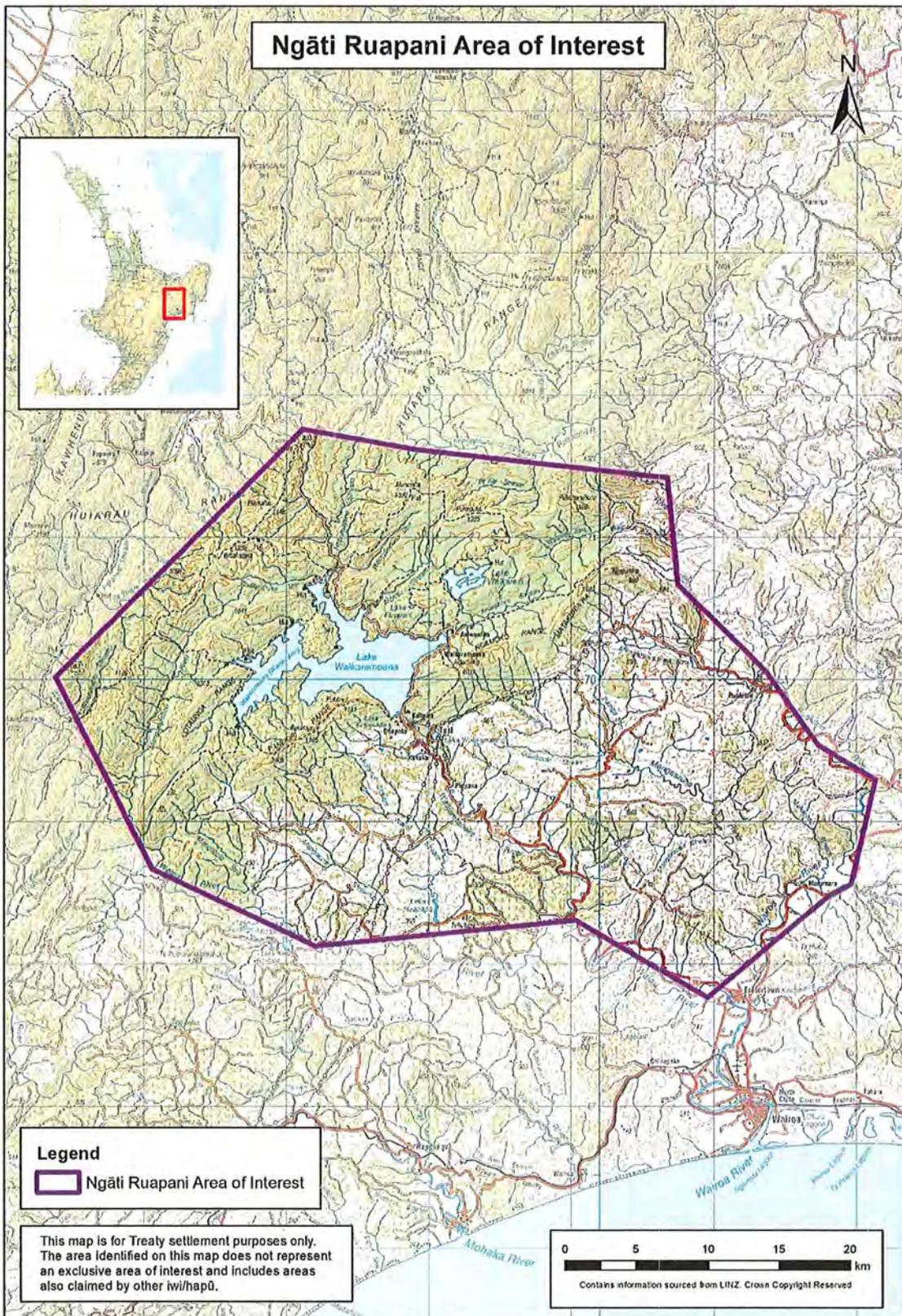
- (b) for the benefit of the settling group or a representative entity; and
- 2.4.4 require any resumptive memorials to be removed from the records of title for, a redress property, a purchased deferred selection property or any RFR land; and
- 2.4.5 provide that the maximum duration of a trust pursuant 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 [name] Trust, being the governance entity, may hold or deal with property; and
 - (ii) the Trust, being the governance entity may exist;] and
- 2.4.6 require the chief executive of the Office for Māori Crown Relations - Te Arawhiti to make copies of the deed of settlement publicly available.
- 2.5 The deed of settlement is to provide –
 - 2.5.1 the governance entity must use its best endeavours to ensure every historical claim is discontinued by the settlement date or as soon as practicable afterwards; and
 - 2.5.2 the Crown may: –
 - (a) cease any land bank arrangement in relation to the settling group, the governance entity, or any representative entity, except to the extent necessary to comply with its obligations under the deed;
 - (b) after the settlement date, advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement.



ATTACHMENTS

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1 AREA OF INTEREST



2 CROWN AND NGĀTI RUAPANI PROCESS FOR RESOLVING OVERLAPPING INTERESTS

2.1 The following groups have been identified as having interests in the Ngāti Ruapani area of interest:

- 1.1.1 Ngāi Tūhoe;
- 1.1.2 Iwi and Hapū of Te Rohe o Te Wairoa;
- 1.1.3 Ngāti Pāhauwera;
- 1.1.4 Te Aitanga ā Māhaki;
- 1.1.5 Te Whānau a Kai; and
- 1.1.6 Rongowhakaata.

Table 5 - Process for resolving overlapping interests within Ngāti Ruapani’s area of interest

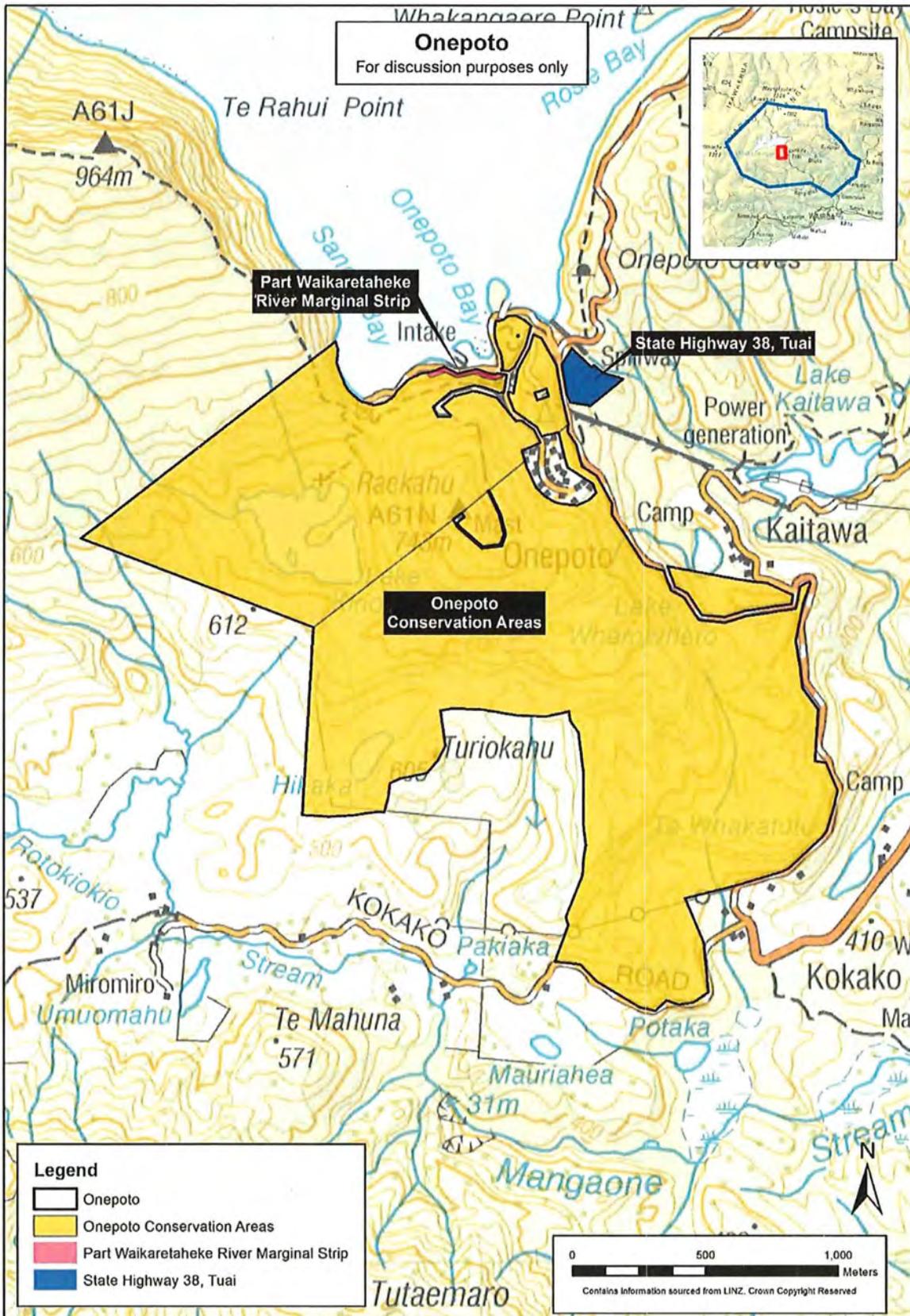
Process Timeframe	Activities	
Sign terms of negotiation	<p>Overlapping interests strategy and engagement plan agreed between the Crown and Ngāti Ruapani.</p> <p>Crown letters to groups with shared interests – sent on 26 June 2020:</p> <ul style="list-style-type: none"> • update on negotiations status. • process going forward. • provide Ngāti Ruapani area of interest. • list of Crown properties in the overlapped areas provided. • invitation to provide information on interests within the Ngāti Ruapani area of interest. • contact details of Te Arawhiti and the Negotiating Group. 	
<p>Aspirations</p> <ul style="list-style-type: none"> • <i>Interest discussions</i> 	<p>Crown writes to overlapping groups to update on negotiations with Ngāti Ruapani – sent on 27 July 2021:</p> <ul style="list-style-type: none"> • Crown outlines understanding of Ngāti Ruapani aspirations; • update on where redress discussions are focused; and • Crown and Negotiating Group committed to engaging with overlapping groups, either jointly or separately, to discuss interests and the process for future engagement. <p>Negotiating Group makes contact and meets with overlapped groups.</p>	Letters of support from overlapping groups
<p>Pre-Crown offer</p> <ul style="list-style-type: none"> • <i>Crown Offer</i> 	<p>Send pre-Crown offer letter to overlapping groups – sent on 29 October 2021.</p> <p>Contents include:</p> <ul style="list-style-type: none"> • key timeframes, proposed engagement process going forward; • Crown’s understanding of Ngāti Ruapani’s area of interest; • request for information on overlapping iwi interests; • invitation to discuss; and 	

AGREEMENT IN PRINCIPLE

Process Timeframe	Activities
<p>Draft agreement in principle</p> <ul style="list-style-type: none"> • <i>Prior to the signing of the agreement in principle</i> 	<ul style="list-style-type: none"> • Crown offer made subject to resolution of overlapping interests. <p>Send comprehensive Crown offer letter to overlapping groups – sent on 1 June 2022.</p> <p>Content includes:</p> <ul style="list-style-type: none"> • Crown policy on overlapping interests resolution; • key timeframes; • summary of site specific Crown offer redress offered within the Ngāti Ruapani’s area of interest; • proposed engagement going forward; • proposed submission process going forward; and • Te Arawhiti contact details for overlapping interests work stream lead and where to send submissions. <p>Letters of response from groups collated and meetings with groups as desired.</p> <p>Report to the Minister for Treaty of Waitangi Negotiations on overlapping interests</p> <ul style="list-style-type: none"> • Letters advising overlapping iwi of redress and Crown and Ngāti Ruapani to sign the agreement in principle – sent on 23 August 2022. <p>SIGN AGREEMENT IN PRINCIPLE</p>



3 ONEPOTO MAP



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