

“Te Huarahi”
He Kawenata i waenganui i a Ngāti Oneone
me Trust Tairāwhiti
(A Statement of Intent Between Ngāti Oneone
and Trust Tairāwhiti)

[Dated 14 August 2025]



Scene near Poho O Rawiri, showing the Turanganui river in the background. Waka, whaleboats and sled houses may be seen in the distance.

Photograph taken circa February 1866, probably by William Leonard Williams.

He Kawenata – Statement of Intent:

PURPOSE

This Kawenata - Statement of Intent (Kawenata) sets out the shared commitment of Ngāti Oneone (Tangata Whenua) and Trust Tairāwhiti (the Trust), to a framework for the return of Ngāti Oneone whenua, to uphold mana whenua, and to strengthen enduring partnership between these partners. This partnership includes potential financial support of the Hapū by the Trust and decision-making in respect of matters relating to the Hapū led in parallel with each other in a supportive and mana-enhancing way.

Both Ngāti Oneone and Trust Tairāwhiti enter this Kawenata in good faith, with the authority to represent each party, and with a commitment to support each partner to succeed. The support from all parties in this Kawenata should give each partner the confidence they are meeting as partners and acknowledge the work carried out by all to arrive at a pathway forward. Eastland Group Limited (“Eastland Group”), the Trust’s wholly owned subsidiary, acknowledges the desired outcomes of the Trust and Ngāti Oneone in this Kawenata. Eastland Group will enable the outcomes by taking those actions assigned to it and as directed by the Trust.

This Kawenata includes acknowledgements from the Trust’s subsidiary Eastland Group to help enable the assurances of the Trust in this Kawenata. Eastland Group shares the aspirations of Ngāti Oneone and the Trust to seek the return of whenua, some immediate and over time, and ensure a strong and enduring relationship between the Trust, Eastland Group and Ngāti Oneone.

The Kawenata focuses on connected desired outcomes to move forward in partnership. This Kawenata guides actions and agreed timelines. Specific outcome completion will vary.

This Kawenata, and its desired outcomes, will be grounded in Te Tiriti o Waitangi and be a partnership with both parties respecting and acknowledging the challenges of the other party. Its foundation will be on Te Tiriti o Waitangi signed by Rawiri Te Eke Tu o Te Rangi; the undisputed occupation of the original Te Poho o Rawiri marae from 1852 by the Turanga river in what is now the Port of Gisborne and the urupa where Hirini Te Kani and others are buried. Together with the contemporary formal petitions and requests by Ngāti Oneone to the Trust for the Trust to work in partnership with Ngāti Oneone as tangata whenua of the lands, waters and takutaimoana acquired and used by subsidiaries of the Trust for the wider benefit of the Tairāwhiti (Gisborne East Coast) region.

ACKNOWLEDGEMENT

Ngāti Oneone – Tangata Whenua:

1. Rawiri Te Eke Tu o Te Rangi signed Te Tiriti o Waitangi ("Te Tiriti") on 5 May 1840.

Signed by Rawiri Te Eke Tu o Te Rangi	Interpretation in the English language
Ko te Kuini o Ingarani ka wakarite ka wakaee ki nga Rangatira ki nga hapu - ki nga tangata katoa o Nu Tirani te tino rangatiratanga o o ratou wenua o ratou kainga me o ratou taonga katoa.	Her Majesty the Queen of England confirms and guarantees to the Chiefs and Tribes of New Zealand and to the respective families and individuals thereof the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession

2. Unlike many other rangatira of Turanga/Te Tairāwhiti who signed Te Tiriti with their moko insignia, Rawiri signed with the words "Ae Ra".
3. Rawiri agreed emphatically that the promises captured in Te Tiriti o Waitangi would be upheld by the Crown including "te tino rangatiratanga o o ratou wenua o ratou kainga me o ratou taonga katoa" or "the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession". "Ae Ra".
4. Rawiri died in 1852 and the same year a marae was established between the area of what is now known as Hirini Street, Wainui Road and the Esplanade/Turanganui river firstly on the eastern side of the Kopuawhakatapa and then on the western side of the awa in 1890. This Te Poho o Rawiri marae was established under Hirini Te Kani a Takirau, the son of Rawiri. The wharenui was called Te Poho o Rawiri both in honour of Hirini's father Rawiri Te Eke Tu o Te Rangi.
5. The original Te Poho o Rawiri marae and wharenui were established for Ngāti Mokai (a Porou) and Ngāti Rakai (a Tane) who later combined to form Ngāti Oneone.
6. Whānau of Ngāti Oneone thrived in the papakainga and fully utilised the Kopuawhakatapa and Turanganui river catchments and the moana in this area from the Tūranga river out into the bay and east to the Pouawa river and out to Toka Ahuru (Aerial reef).
7. The Gisborne Harbour Board Acts established and empowered the Gisborne Harbour Board, primarily for the development and management of Gisborne Harbour.
8. These acts collectively shaped the legal framework for the Gisborne Harbour Board's operations, enabling it to develop and manage the port and its associated infrastructure for the benefit of the region.

9. As a result of the Gisborne Harbour Board Act, the Gisborne Harbour Board was established in 1882. The Act gave the Board control of the foreshore from the ocean at the river mouth to Tuamotu Island and the banks of the Waimata and Taruheru Rivers for harbour purposes.

6. The Governor in Council, in the name and on behalf of Her Majesty, ^{Harbour endowment.} may issue a grant to the Board of the lands described in the Schedule hereto, in trust for harbour purposes; and the Board, after the issue of such grant, shall have authority to reclaim the same from the sea.

All rents, issues, and profits arising or derived from the said lands shall be paid into and form part of "The Harbour Fund Account."

7. The Board is hereby empowered to purchase any existing harbour works ^{Power to execute deeds, &c.} within the port, and to execute under its common seal all deeds or instruments which may be necessary for the purpose of effecting any such purchase.

SCHEDULE.

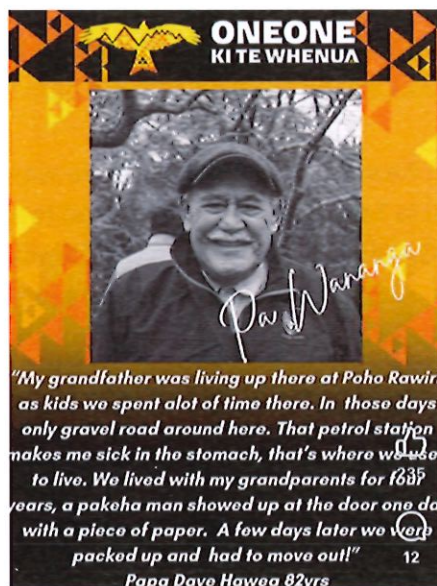
Schedule.

DESCRIPTION OF FORESHORE.

ALL that parcel of land situate in the Poverty Bay District, in the Provincial District of Auckland. Bounded towards the North by high-water mark of the ocean, from a point in line with the production of the western side of Lytton Road, in the Town of Gisborne, to the foot-bridge across the Waikanae at Lowe Street; towards the West by that bridge to high-water mark on the left bank of the Waikanae; towards the North and West by said high-water mark to the northern end of Lytton Road aforesaid, on the right bank of the Taruheru; towards the West by a line in continuation of the western side of the said Lytton Road to high-water mark on the left bank of the Taruheru River; again towards the North by high-water mark, to a point opposite the confluence of the Taruheru with the Waimata; thence by a line running due East to the left bank of the Waimata River at high-water mark; towards the East by said high-water mark to a point about 500 feet up the Haupuwahakapatu Creek; thence by a line running due South to high-water mark on the left bank of the said creek; thence by said high-water mark to and along the Turanganui River and the ocean to a point about 3,500 feet in a direct line from Maori Point; thence by a line due South to low-water mark, and thence generally towards the South by low-water mark of the ocean to a point due south of the starting point; thence towards the West by a right line running due North to the starting point.

Gisborne Harbour Board Act 1882

10. In 1889 Tuamotu Island was vested in the Gisborne Harbour Board also.
11. Between 1924 to 1927 all the land in the harbour basin, under the Public Works Act, was acquired for the new Harbour, for the creation of the Gisborne harbour.
12. One of the last whānau removed from this area was the grandmother of Dave Hawea. Dave's legal name is Rawiri Te Eketu o Te Rangi and his grandmother's house stood on the western side of the urupa (cemetery) where the fuel station now operates.
13. These acquisitions caused much distress to Ngāti Oneone, and that distress continues to this day.



14. After closely examining the actions of the Public Works Department, Maori Affairs Department, Maori Land Board and Gisborne Harbour Board, David Alexander concluded:

“Kaiti Maori did not ask to have their lives interrupted in the manner that it was between 1924 and 1927. They had their Poho o Rawiri Marae complex and they wanted to keep it. Yet virtually without their involvement (there is no record in the history of the events during these years of any hui to discuss the matter, and the two marae trustees were left out of matters altogether throughout), they found themselves dispossessed of their riverside land and the centre of their cultural activities. Certainly, they emerged from those events with a reasonably large financial settlement (also a feature in which they had little involvement) which they had used to develop a new cultural centre, but that was not necessarily adequate recompense for the loss of an area with a long traditional history.”

Hirini Te Kani built Te Poho o Rawiri on the shores of what is now known as the Wharf. He built and named it after his father, Rawiri (prev. Te Eke Tu o Te Rangi). He opposed the removal of his people from these lands describing it as an "unjustifiable act of tyranny".

[Need to insert academic reference]



Hirini Te Kani a Takirau

Burial site on Hirini Street, Gisborne

15. Ngāti Oneone acknowledges that Trust Tairāwhiti and its wholly owned subsidiaries is not the Crown but its wholly owned subsidiaries currently hold the whenua [Appendix 2] and together the Trust and its subsidiaries have, subject to the point following, the authority to enable the appropriate return of the whenua.
16. The Hapū recognises the legal constraints on the Trust, including its Trust Deed, trust law and the corporate law matters applying to Eastland Group and its subsidiaries, which limit the Trustees' ability to resource the return of land without proper process.

17. Current Trustees and staff of the Trust, nor Eastland Group and their directors and staff, are not responsible for the historical confiscation of Ngāti Oneone whenua or the historical treatment of the Hapū.
18. Ngāti Oneone understands the Trust's assets, including ownership of wholly owned subsidiary organisations, serve the broader community and must remain commercially viable for long-term benefit to these beneficiaries.
19. The Hapū appreciates past financial support but highlights poor communication, lack of engagement, and marginalisation from the Trust and its subsidiaries which has strained the relationship and diminished Ngāti Oneone's mana as Ahikaa and Mana Whenua.
20. The Hapū will work positively with the Trust to support and address the specific needs of the Tairāwhiti community and is willing to meet Rangatira ki te Rangatira (decision makers working with respect) to negotiate and, where possible, finalise matters such as contractual arrangements, provision of funding, work on the whenua and taiao, and development of mana enhancing projects. All informed and guided by Te Ao Māori, tikanga, and kaupapa unique to Ngāti Oneone.

Trust Tairāwhiti Perspective:

1. The Trust acknowledges the impact of colonisation, including land loss and cultural erosion, suffered directly and consistently by Ngāti Oneone. The impact resulting in the Hapū being landless, and its language and unique culture being marginalised.
2. It supports legitimate grievances being addressed by Ngāti Oneone through the Crown's Tiriti o Waitangi settlement of Crown breaches processes but does not accept responsibility for, or the obligation to provide redress for, historical injustices for which the Crown may be responsibility for redress.
3. The Trust confirms its commitment to a future-focused relationship that uplifts Ngāti Oneone and avoids marginalisation through the Trust's treatment of the Hapū.
4. It acknowledges the potential legal pathway under the Public Works Act to return surplus land, particularly for Ngāti Oneone, although its application to a community trust and its assets remains unclear.
5. The Trust respects Ngāti Oneone's tino rangatiratanga and affirms a relationship based on partnership, not paternalism.
6. The Trust acknowledges the immense work the Hapū continues to do for the community of Tairāwhiti. Its focus on mokopuna decisions and openness to support all our community is a foundation to this Kawenata and our ongoing partnership.
7. The Trust has a shared willingness with the Hapū to support and address the specific needs of the Tairāwhiti community and is willing to meet equitably to negotiate and work together (Rangatira a Rangatira) on potential contractual arrangements, potential provision of funding and work on the whenua and taiao, and development of mana enhancing projects. All informed and guided by He Rangitapu He Tohu Ora – The Trust's wellbeing framework and its acknowledgement of Mana Whenua.

Unique relationship:

Both parties acknowledge that this relationship is unique and special to Ngāti Oneone – including a key focus on specific parcels of whenua and historical impacts/treatment. The unique relationship focuses on the history and whakapapa of Ngāti Oneone, the assets related to the Gisborne Port (Eastland Infrastructure), and the structure of the Trust.

No other parties are subject to this unique relationship or this Kawenata.

OUTCOMES

1. The attached petition [Appendix 3] from Ngāti Oneone outlines the requests of Ngāti Oneone to the Trust and which the outcomes in this Kawenata aspire to address.
2. The attached presentation from Ngāti Oneone [Appendix 4] outlines historical context and their priorities for inclusion in the financial uplifting of the Hapū.
3. The attached process action plan [Appendix 1] includes target dates for progressing each action including milestones, outcome leads/responsible party, and potential success measures. By signing this statement the parties are agreeing to target these dates. Any variance will be discussed between the parties as they become apparent.
4. To support trust and confidence, the Trust and Ngāti Oneone will inform each other in advance of public or other release of this Kawenata or information contained in it, and discuss the form and content of such release prior to the release, reflecting the importance and significance of the matters in this Kawenata.
5. Outcomes and process actions in this Kawenata relate specifically to:
 - a. Whenua classified within the unchallenged rohe of the Ngāti Oneone hapū and assets the title for which are currently held by the Trust including its subsidiaries. The classification is as follows;
 - i. Titles to be vested in Ngāti Oneone (in accordance with the terms of this Kawenata);
 - ii. Titles to be subject to a Right of First Refusal; and
 - iii. Titles that could be jointly developed with Ngāti Oneone.
 - b. Potential resourcing that enables Ngāti Oneone to both be an active partner with the Trust and its subsidiaries and also continue agreed development work; and
 - c.
6. The Outcomes and process actions in this Kawenata and the implementation are the responsibility of and to be led by the Trust and Ngāti Oneone. Eastland Group shares the aspirations of Ngāti Oneone and the Trust in this Kawenata to seek the return of whenua and ensure a strong and enduring relationship between the Trust, Eastland Group and Ngāti Oneone. Eastland Group will help enable the desired outcomes by taking those actions assigned to it.
7. To further the purpose of this Kawenata, Eastland Group commits to engaging with the Trust before entering final agreements for the acquisition or disposal of any land by wholly owned subsidiaries of the Trust.

OUTCOME ONE — SALE OF 6 PROPERTIES

1. Subject to the legal, strategic and commercial review outlined in paragraphs 3 to 5 below the Trust, Eastland Group (for its subsidiary) and Ngāti Oneone will finalise a Sale and Purchase Agreement for the Hirini Street properties and other agreed properties on Harris Street and Crawford Rd (Appendix 5).
2. Subject to existing leases or tenancies and Eastland Group's Land Strategy these properties in section 1 above will be transferred as a matter of priority (with reasonable terms and conditions to protect Eastland Groups' subsidiaries' ability to appropriately operate).
3. The 6 Hirini Street properties are detailed in the map (dotted borders) and described in the Table 1 and Map 1 below.



Map 1 showing whenua within the scope of this Kawenata/Statement of Intent.

Colour	Category
Red Border	Transfer to Ngāti Oneone subject to agreement between Eastland Group and the Trust on value.
Black Border	Joint development with Ngāti Oneone if not developed for a core port activity (e.g hotel or offices or wholesale or retail shopping). Otherwise a Right of First Refusal.
Orange	Right of First Refusal
Purple	Acknowledged as Core Port Properties that are unlikely to cease to be used for a Port. Right of First Refusal.

Legal & Strategic Review

4. The Trust and Eastland Group will complete a legal and strategic review on the whenua identified by Ngāti Oneone.
5. The strategic review will cover these titles held by the Trust and its subsidiaries within this Kawenata scope based on the Trust and Eastland Group's land strategy, and taking into account other parties who may have rights or interests in respect of the relevant land titles. Communicate this review to Ngāti Oneone to include parcels of land that could be made available to the Hapū. Where return of whenua to Ngāti Oneone through the process above is identified as possible, Eastland Group and Ngāti Oneone negotiate an appropriate Sale and Purchase agreement for return in line with the key commercial terms agreed below.

Commercial Terms

6. The Trust, Ngāti Oneone and Eastland Group will develop the key commercial terms that will provide a framework to guide future land transactions including (without limitation);
 - a. Using valuations to determine price/value;
 - b. Addressing reverse sensitivity to the satisfaction of the parties; and
 - c. Any buy back where right for first refusal principles have been exercised.
7. Eastland Group (for its subsidiary) and Ngāti Oneone will ensure decisions needed to settle this transfer are completed by 29 August 2025 with the legal documentation and legal transfers to take place by 24 October 2025.

INTERNAL TRUST MATTER: WIDER TRUST LAND REVIEW

8. The Trust to develop and adopt a whenua eligibility schedule and conduct an internal review of wider land holdings of the Trust including land of its wholly owned subsidiaries. This review will include clarifying any obligations the Trust and its subsidiaries have under the Public Works Act 1981 or other statutory or treaty mechanisms relevant to any surplus land and other relevant commitments of the subsidiaries. This schedule is to qualify land to "required for harbour activities", "to remain in Trust ownership" "surplus land available for sale with RoFR" and "potential joint development land".
9. This review is an internal (the Trust) process but the Trust will report back to the Hapū on land specific to their unchallenged rohe.
10. The Trust and Eastland Group will undertake early and effective engagement with Ngāti Oneone in the development of any revised masterplan for that land.

Joint Development rights

11. Joint development rights for Ngāti Oneone could include the ability to co-design and co-develop projects for non-Port related activities—such as hospitality, offices, retail, and accommodation — on whenua identified in the Kawenata (i.e. the whenua identified with the black border on Map 1 and described in Table 1 on page 9).

12. Where this whenua remains owned by the Trust or its subsidiaries, and is used for non-Port related activities, the hapū will be offered a right to invest. This means the Trust or its subsidiary that owns the whenua will carry out early consultation (preferably in the annual kaitiaki roopu hui) and Ngati Oneone will be offered the chance to invest capital.
13. Ngati Oneone will be given 30 working days to confirm participation.
14. If Ngati Oneone chooses not to invest or cannot meet the requirements, the Trust may proceed alone or with other partners.
15. Irrespective of whether Ngati Oneone invests through paragraph 14 above, these rights may also encompass opportunities to contribute capability, advice or expertise (such as cultural design or environmental stewardship) along with opportunities in training, internships, employment and/or procurement/contracting of services. The hapū's involvement would reflect their role as mana whenua and ensure developments are aligned with shared values and aspirations, while supporting mutual economic and environmental outcomes.

Shares in Port

16. In the event financial resources are made available to Ngati Oneone through the Te Aitanga a Mahaki settlement, the Trust and subsidiaries will consider the potential for the sale and purchase of shares in the Port business, or the entity which holds those ownership rights. This outcome is not binding the Trust to the sale of shares, and does not bind future Trustees to the sale of shares, but provides for the opportunity to explore the sale of shares between these partners.
17. This outcome will be initiated by Ngati Oneone through formal request to the Trust for the consideration of the purchase of shares at a time that the Hapū has the appropriate means to purchase shares. The process for considering the sale of shares will be at the discretion of the Trust which will act in the interests of its Trust Deed and aligned to this kawenata in shared communication, consideration and participation for Ngati Oneone.

OUTCOME TWO — RECIPROCAL RIGHT-OF-FIRST-REFUSAL POLICY (ROFR)

KEY ACTIONS

1. The Trust and Ngāti Oneone will align the wider Trust land review with potential land parcels related to Ngāti Oneone within the scope of this Kawenata.
2. The Trust and its subsidiaries agree to establish a Right of First Refusal (RoFR) in favour of Ngati Oneone for the land parcels set out in Map 1 above and described in Table 1 above.
3. The RoFR will be reciprocal in that any title transferred to Ngāti Oneone will be subject to a RoFR in favour of the Trust or Eastland Group, applying in the case of a future sale. The Trust, Ngāti Oneone and Eastland Group will review the implementation of the RoFR policy biannually to reflect market conditions and community aspirations with respect

to properties that could continue to be used for core port/harbour activities as opposed to being made available to Ngāti Oneone through the agreed RoFR mechanism

First Right of Refusal

4. Grant of Right

The Trust agrees that, if it decides to sell any of the properties listed in the Kawenata, Ngāti Oneone shall have the first right of refusal to purchase the relevant property or properties.

5. Application

- a. This right applies to any sale or transfer of a listed property by the Trust or its subsidiaries, excluding transfers between related entities within the Trust group.
- b. To avoid any impact on the valuation or commercial value of the Trust and its subsidiaries, this right will not be registered on title or create a legal encumbrance but is a contract which is legally enforceable should the process detailed in section 6 below not be followed.

6. Notice and Offer Terms

Prior to entering into any agreement to sell a listed property to a third party, the Trust shall provide Ngāti Oneone its intent to sell or dispose of assets aligned to the land strategy and early indications through the rōpū tiaki annual hui, followed by formal written notice of:

- a) Its intention to sell the property;
- b) The proposed terms of sale, including purchase price, conditions, and timeframes; and
- c) A copy of any bona fide third-party offer, if applicable.

7. Response Period

Ngāti Oneone shall have 60 working days from receipt of notice to confirm in writing whether it wishes to purchase the property on the same or more favourable terms. If no response is received within that period, the Trust may proceed with the sale to a third party on the same or less favourable terms.

8. Reinstatement

If the property is not sold to a third party within six (6) months of the initial notice, this right of first refusal shall be reinstated and the Trust must re-offer the property to Ngāti Oneone before any future sale.

9. Future Considerations

The Parties may agree later to formalise this clause through registration or additional legal instruments, in line with evolving partnership objectives and commercial considerations.

OUTCOME THREE— ENDURING KAWENATA – RELATIONSHIP AGREEMENT

KEY ACTIONS

Relationship Agreement

1. Develop a relationship agreement that guides the treatment of each party, mechanisms for supporting and advancing each other, and upholds each other's mana.
2. Provide mediation and dispute resolution so the parties can co-exist and function without marginalisation or barriers to successful operations or development.
3. Co-create kawa and tikanga statements to be recorded on agreed land titles (or in parallel instruments). Include consideration of provisions for cultural access, mahinga kai, wāhi tapu protection and ceremonial use.

Establishing and Managing a Rōpū Tiaki

4. Form a rōpū with representation from Ngāti Oneone, and the Trust with the Trust representation able to include current landholders and other iwi/hapu who have legal statutory acknowledgements in the Turanga river catchment to Toka a Taiau/Taiao and into the moana east of the Turanga river to Tuamotu.
5. Establish an annual hui-ā-tau to review the rōpū, its effectiveness in holding the relationship strong and celebrate milestones.
6. Adopt protocols that reflect both consensus-seeking tikanga and trust law, corporate law and statutory requirements. Impactful opportunities for matters which relate to the hapū to be led by the hapū.
7. Maintain transparent communication channels, including agreed bilingual public updates in relation to matters to which this Kawenata relates led by the rōpū.

Greater Engagement with Iwi

8. Eastland Group and its subsidiary to develop a strategy for greater engagement with iwi within their areas of operation.

OUTCOME FOUR— FINANCIAL SUPPORT SYSTEM

KEY ACTIONS

Establishment of a funding mechanism to support Ngāti Oneone to maintain this Kawenata and resulting contracts or agreements entered into as contemplated by this Kawenata.

The Trust agrees to:

- \$2 million grant in 2025, and
- \$500k grant p.a. 2026–2030 (subject to the programme of work being discussed and agreed at annual hui and approved by Trustees every year).

The funding would be Ngāti Oneone led in terms of its investment direction and be supported by the Trust. The funding supports hapū capacity, development, and partnership work in line with Trust outcomes.

In accordance with trust law and the Trust's deed, contributions to such a fund by the Trust would be at the discretion of the Trust from time to time. Both the Trust and Ngāti Oneone agree

however that the applicable funding mechanism would enhance the intentions of this Kawenata and a lasting and beneficial relationship between the Trust and Ngāti Oneone.

TERM OF THIS KAWENATA

This Kawenata is designed to bridge the gap between immediate outcomes for Ngāti Oneone and those outcomes which will take more time to complete. Its term is four months from the date of signing or, if sooner, the completion of the outcomes specified in the kawenata to the satisfaction of both parties. It is acknowledged that some outcomes may have a much shorter timeframe, but they also build to a lasting, enduring relationship agreement.

SUPPORT OF KAWENATA

This Kawenata does not resolve all the outstanding issues raised by Ngāti Oneone but provides an agreed way to acknowledge and address in the manner discussed in this Kawenata over a fixed period. The Trust is acting in good faith. The Hapū is acting in good faith.

All parties agree to this Kawenata, its intention, the desired outcomes addressed, and the action plan for resolution.

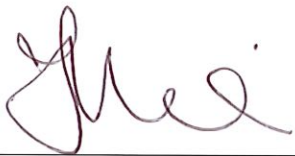
Signatories



Harata (Charlotte) Gibson
Mokopuna of Rawiri Te Eke Tu o Te Rangi
Ngāti Oneone



David Battin
Chairperson
Trust Tairāwhiti



Natasha (Tash) Irwin
Mokopuna of Wiremu Wharekino
Ngāti Oneone



Paul Silk
Chairperson
Eastland Group Limited



Hinehou Smiler
Mokopuna of Rutene Te Eke Tu o Te Rangi
Ngāti Oneone

Dated:

Appendix 1: Process action plan

Outcome	Target Date	Process steps	Lead	Key Objective
1. Hirini St & other titles	29 August 2025	- Agree to transfer the 6 titles; - Finalise sale and purchase agreement; Complete decisions to settle transfer.	Ngāti Oneone Representatives and Eastland Group Limited Chairperson.	Transfer of Hirini Street (Grey Shed) property to Ngāti Oneone
2. Key Commercial Terms	15 August 2025 (To be advanced in parallel with Outcome 3)	Develop key commercial terms framework	Ngāti Oneone Representatives, TT Chairperson, Eastland Group Limited Chairperson, & Trust Executives (CEO).	Key commercial terms framework agreed
3. Whenua Review & Return Eligibility - Phase One	15 August 2025	Compile details of parcels of whenua and historical information	Ngāti Oneone Representatives	Information provided on specific whenua parcels identified by Ngāti Oneone.
Whenua Review & Return Eligibility - Phase Two	29 August 2025	Legal review; Assessment based on land strategy; Report to partners on available parcels with rationale; Negotiate purchase agreement.	Ngāti Oneone Representatives, TT Chairperson, Eastland Group Limited Chairperson, & Trust Executives (CEO).	Available land identified; negotiate purchase agreement.
Whenua Review & Return Eligibility - Phase Three	30 September 2025	Develop internal eligibility schedule; Conduct asset review; Provide internal review to Trust Tairāwhiti Trustees; Correspondence prepared for partners; Engagement with on any revised masterplan.	Trust Working Group	Eligibility schedule completed; Review report completed and communicated to partners. Engagement on any revised masterplan.

4. Reciprocal Right-of-First-Refusal Policy (RoFR)	30 September 2025	Review ability to adhere to request (Outcome Three); Negotiate clause; Register RoFR on applicable titles; Biannual policy review under Kawenata.	Ngāti Oneone, TT Chairperson, EGL Chairperson & Trust Support Team.	RoFR clause registered where applicable; Biannual review process established.
5. Enduring Kawenata (Relationship Agreement)	30 September 2025	Develop agreement; Co-create kawa/tikanga/kaupapa for partners; Form rōpū; Annual hui; Protocols; Communication channels.	Ngāti Oneone & Trust rōpū .	New Kawenata agreed & approved; Kawenata signed; Hui held; Public updates delivered.
6. Financial Support System [See note above]	24 October 2025	Design fund; Ngāti Oneone-led investment direction; Governance safeguards developed and documented.	Ngāti Oneone Representatives & Trust Support Team.	Fund designed; Fund established; Governance framework in place; Hapū drawing from fund.

Appendix 2: Map of Gisborne District Council Properties in Scope of this Kawenata

Updated map to be supplied by the GDC that goes back to Wainui and Rutene Road.

This map here (see over) is used for purposes of this draft.



Gisborne District

Gisborne District Council does not make any representation or give any warranty as to the accuracy or exhaustiveness of the information provided. The information included on this site is indicative only and does not support to be a complete database of all information in Gisborne District Council's possession or control. Gisborne District Council shall not be liable for any loss, damage, cost or expense (whether direct or indirect) arising

Name: GDC Land Date: 7/07/2025
User: mdc
Path: X:
User: Ono-ArcPro-Terrangl_Maps.aprx

Petition for ONEONE KI TE WHENUA

To: Gisborne District Council, Trust Tairawhiti, Eastland Port

We, the undersigned, urge our leaders to act now to address the following issue:

Background

Ngati Oneone Hapu has lived, bred and died on our tribal lands from Pouawa in the North of Gisborne to Te Toka a Taiau, Turanganui awa, including the lands known as Kaiti/Kai Iti/Puhi Kai Iti. In 1852 our first Pa (on Hirini St) was built, and over time, became dilapidated. In 1890 Hirini Te Kani (paramount Chief in his time) built a new whare on the same whenua and named it Te Poho o Rawiri, in memory of his father Te Eke Tu o Te Rangi (Rawiri), a signatory to Te Tiriti o Waitangi (Te Eke).

In 1885 the Harbour Board was enabled to carry out major works under the Harbour Board Act, in the area:

- The blowing up of Te Toka a Taiau
- The blowing up of Puakaiwai/Punaariki/Tuaiti Is
- The removal of Te Poho o Rawiri Pa and tribal housing

Under the Public Works Act, significant lands were taken, here to name a few:

- Titirangi Maunga (parcels of land sold to pakeha individuals and corporations)
- Rakau a Ue Urupa (roadway created, urupa desecrated)
- Turanganui awa – Rua Koura (continued degradation)
- Ruatanulka maara/gardens (destroyed)
- Te Umu a Tawhiwhi (destroyed)
- Te Waiu o Hamoterangi (destroyed)
- Te Pioi Pa (destroyed)
- Hirini St (some parcels on sold)
- Puhi Kai Iti – reefs (destroyed)
- Roadway put through Rakau a Ue Urupa

THE RAUPATU OF OUR LANDS HAS ALIENATED NGATI ONEONE OCCUPATION AND CULTIVATION IN THESE AREAS, DESTROYED PUNA WAI, WAHI TAPU AND URUPA.

Our Request

We respectfully request that you take the following actions to address this issue:

- Action Item 1 WHAKAHOKIA WHENUA MAI The immediate return of all lands within the Ngati Oneone tribal estate that are not operating as core business of Eastland Port and Gisborne District Council.
- Action Item 2 WHAKAMANA TANGATA Financial recompense by Trust Tairawhiti (as the sole Shareholder of Eastland Port) to Ngati Oneone for the continued alienation from our lands

and, refrain from placing further demands on Ngati Oneone causing duress, suffering and grievance.

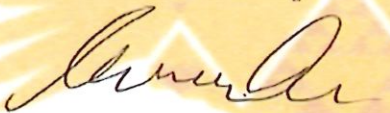
- Action Item 3 TE TIRITI Actively seek a pathway whereby Ngati Oneone are treated in the same vein as a "Treaty Partner" who holds mana whenua of said lands, as opposed to a community group.

Why This Matters

Atrocities on Ngati Oneone hapu, whenua and wai are actions that have been applied and imposed on our hapu for the past 95 years. In all those years, Ngati Oneone have not be treated in Fairness, Dignity or Human Rights. This cannot be the responsibility of the fourth generation to seek redress! It must be done now!

Signatories

- Harata (Charlotte) Gibson, mokopuna of Rawiri Te Eke Tu o Te Rangi



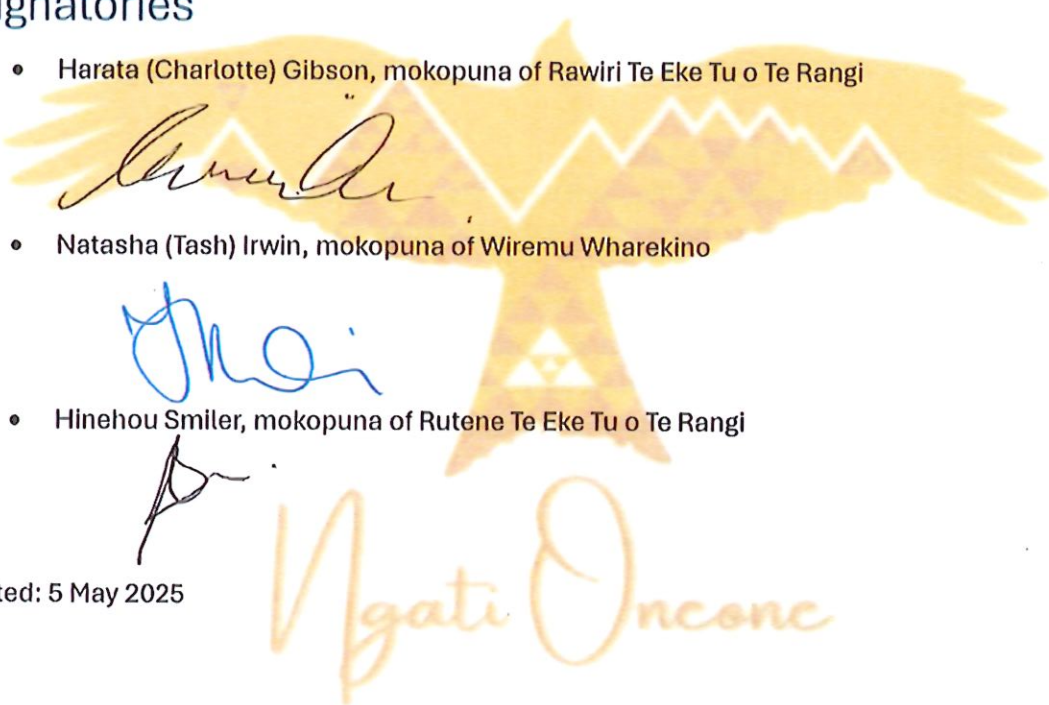
- Natasha (Tash) Irwin, mokopuna of Wiremu Wharekino



- Hinehou Smiler, mokopuna of Rutene Te Eke Tu o Te Rangi



Dated: 5 May 2025



Appendix 3: Petition of Ngāti Oneone Received by Trust Tairāwhiti and its Subsidiaries



Ngati Ineone

Ko Titirangi te maunga
Ko Turanganui te awa
Ko Te Poho o Rawiri te Pakainga
Ko Te Ikaroa a Rauru me Horouta nga waka
Ko Rawiri Te Eke Tu o te rangi te tangata

24 Ranfurly Road, Kaiti, Turanganui a Kiwa

10 Hanuere 2024

TIMELINES AROUND THE WORLD

1250

Toikairakau, Raurunui a Toi

William Wallace (Braveheart) 1270-1305

1350

Paoa, Kiwa, Hinehikirangi, Paikea, Maia

Joan of Arc 1412 – 1431

1450

Porourangi, Tahupotiki

Leonardo Da Vinci 1452 – 1519

1550

Hingangaroa, Iranui, Kahungunu, Ruapani

Queen Elizabeth I 1558-1603

1625

Tuwhakairora, Ruataupare, Apanui

Mayflower (Pilgrims) to USA 1620

1650 – 1770

Mahaki, Rakaiaatane, Konohi, Tamahae, Te Maro

Capt James Cook to Turanganui a Kiwa 1769

1810

Te Eke Tu o Te Rangi (Rawiri), Te Kani a Takirau

Abraham Lincoln, Thomas Edison, Robert E Lee

RAKAI (a Tane)

*Pouawa to
Hamanatua*

Tahupotiki =
Hamoterangi

Rakaroa

Tahumurihape

Uenukunui

Rakaitotorewa

Tamanuhiri

Tamarakaukura

Rangiwaho

Tawiri o te rangi

Te
Rangitipukiwaho

RAKAI A TANE =
Hine Whakaangi

"He ure pukaka"



MOKAI (a Porou)

Hamanatua to Te Toka a Taiau

- Porourangi = Hamoterangi
- Hau
- Awapururu
- Taiau
- Tamahinengaro
- MOKAI A POROU = Uhengaparaoa
- Tahito Kururarunga = Te Aoputaputa



Signed 5 May 1840

POROU = HAMOTERANGI = TAHU

I tae mai te tipuna nei a
Hamoterangi ma runga i
te waka Te Ikaroa a
Rauru. Ko Maia te
Kaihautu o taua waka.

Ko Tawhiwhi-a-rangi
tona Pa, ki runga
Titirangi.

I moetahi raua ko
Porourangi. I te
matetanga a
Porourangi, ka moetahi
raua ko Tahupotiki.

Na enei ka puta a Ngati
Porou a Ngai Tahu hoki.



1769

NGAI TAWHIRI (RONGOWHAKAATA)

Waikanae Stream

TE WHANAU A IWI (TE AITANGA A MAHAKI)

Taruheru

Waimata

Te Toka a Taiāu

Ko Turanganui te Awa

Ko Te Poho o Rawiri te Marae

Ko Titirangi te Maunga



Gisborne

Te Toka a
Taiau

Kopuawhaka-pata

Te Poho o Rawiri Pa

Titirangi
Reserve

Onepoto

Tauararo

Waikirikiri

Hamanatua

Otukakara

Okitu (papaku)

NGA PAPA:
Te Toka a Taiau
Hawea
Tokomaru
Hiakaiata
Potakataka

Papawhariki

Wharekorero

Rakau a Ue

Kahuitara Pa

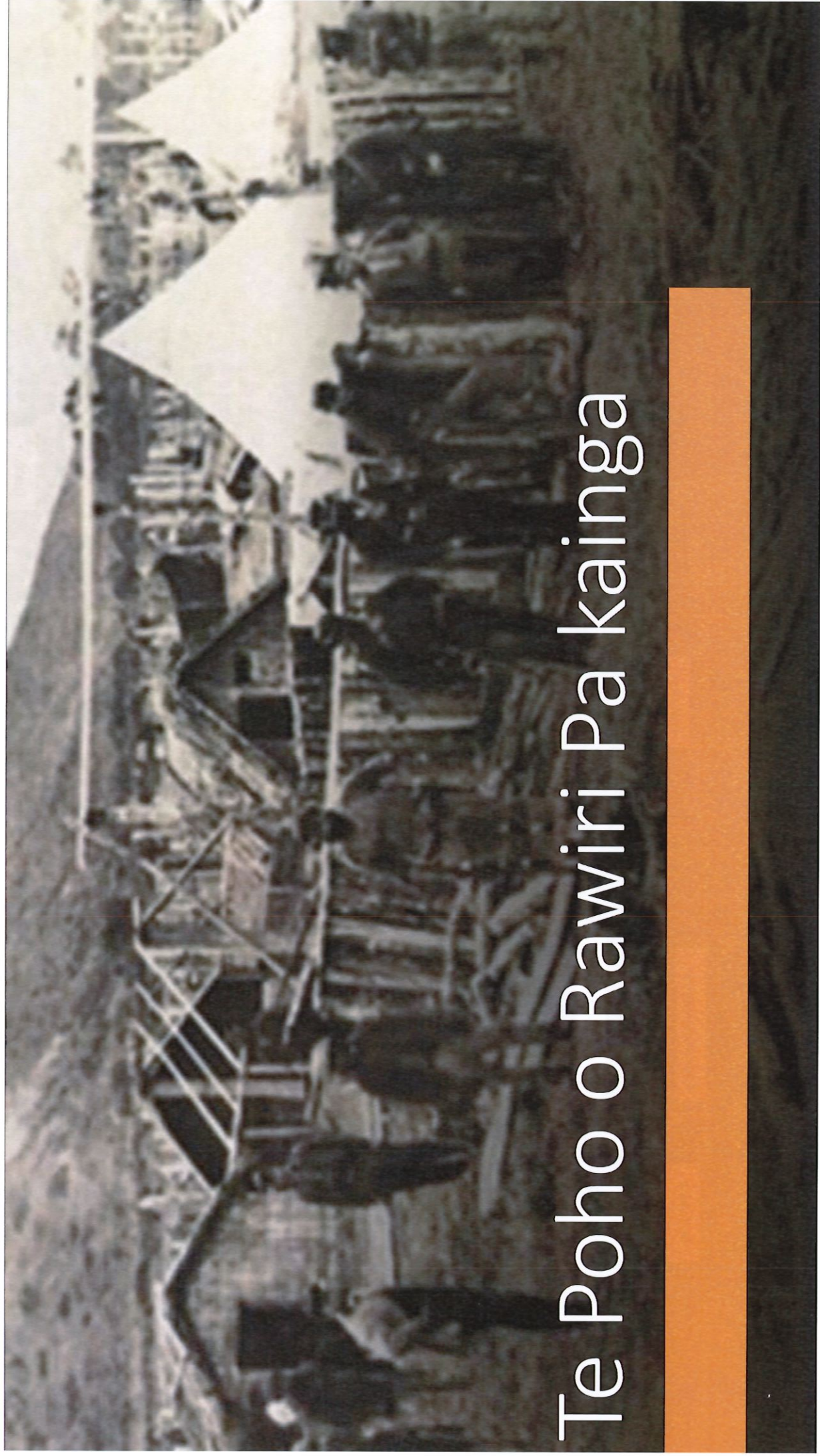
Te Oi ki Karewa

Tuaiti Is/Puakaiwai

Tuamotu Is

Kohurau

Tuahine



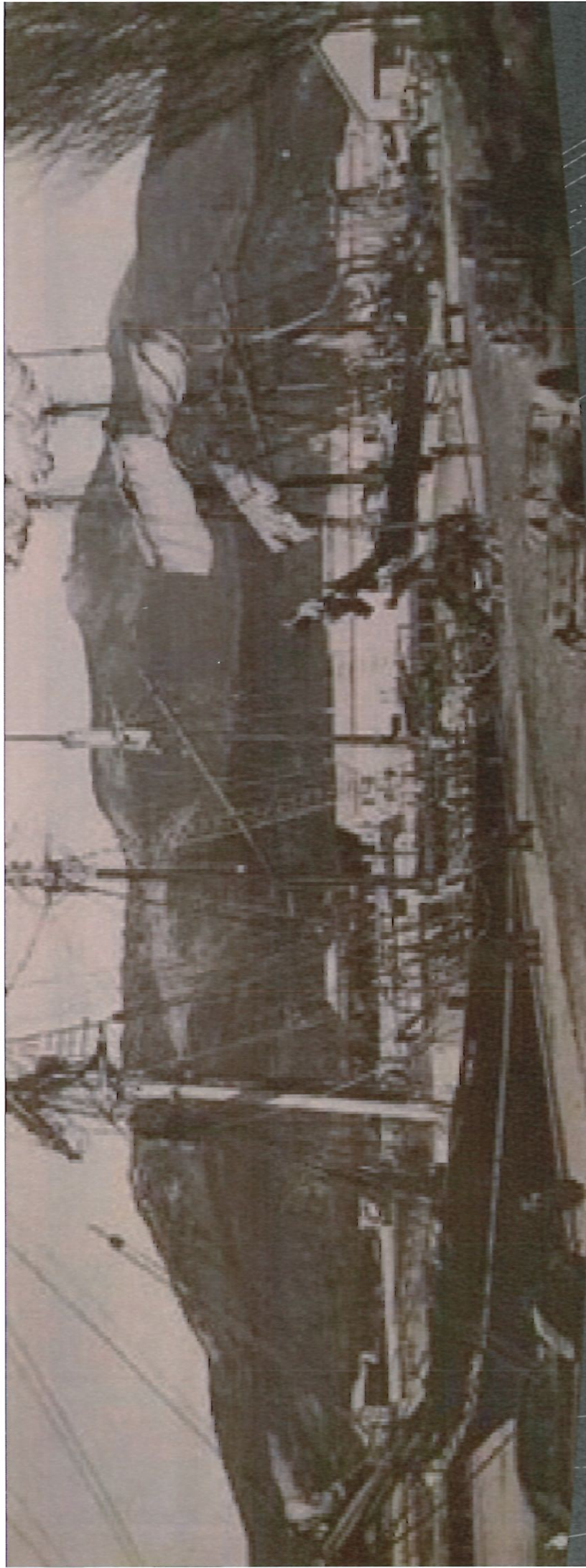
Te Poho o Rawiri Pa kainga



TE POHO O RAWIRI TE TUARUA

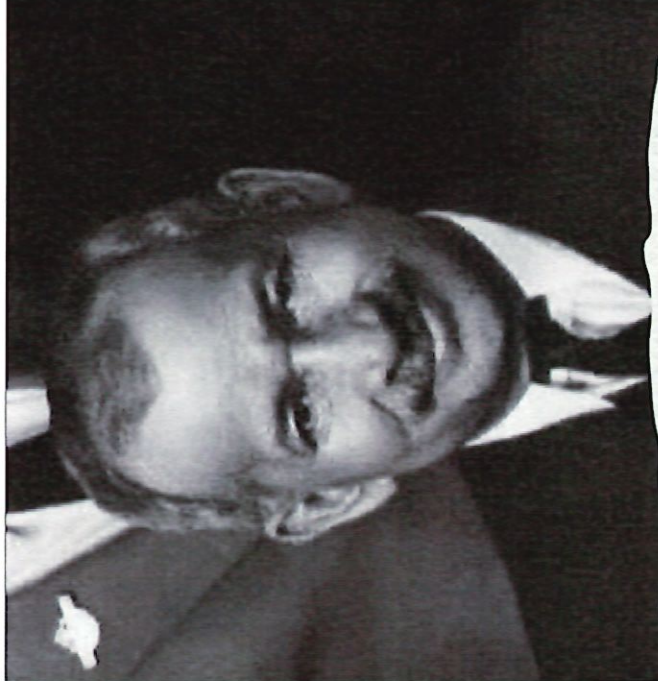
PRE-1920s

Ngati Oneone lived on and around
Titirangi Maunga, Kopuawhakapata
Awa, Papawhariki, Makorori,
Tatapouri and Pouawa. We fished
and swam in the rivers, beaches and
Te Toka a Taiau was a papa within.



RAUPATU POST 1920s

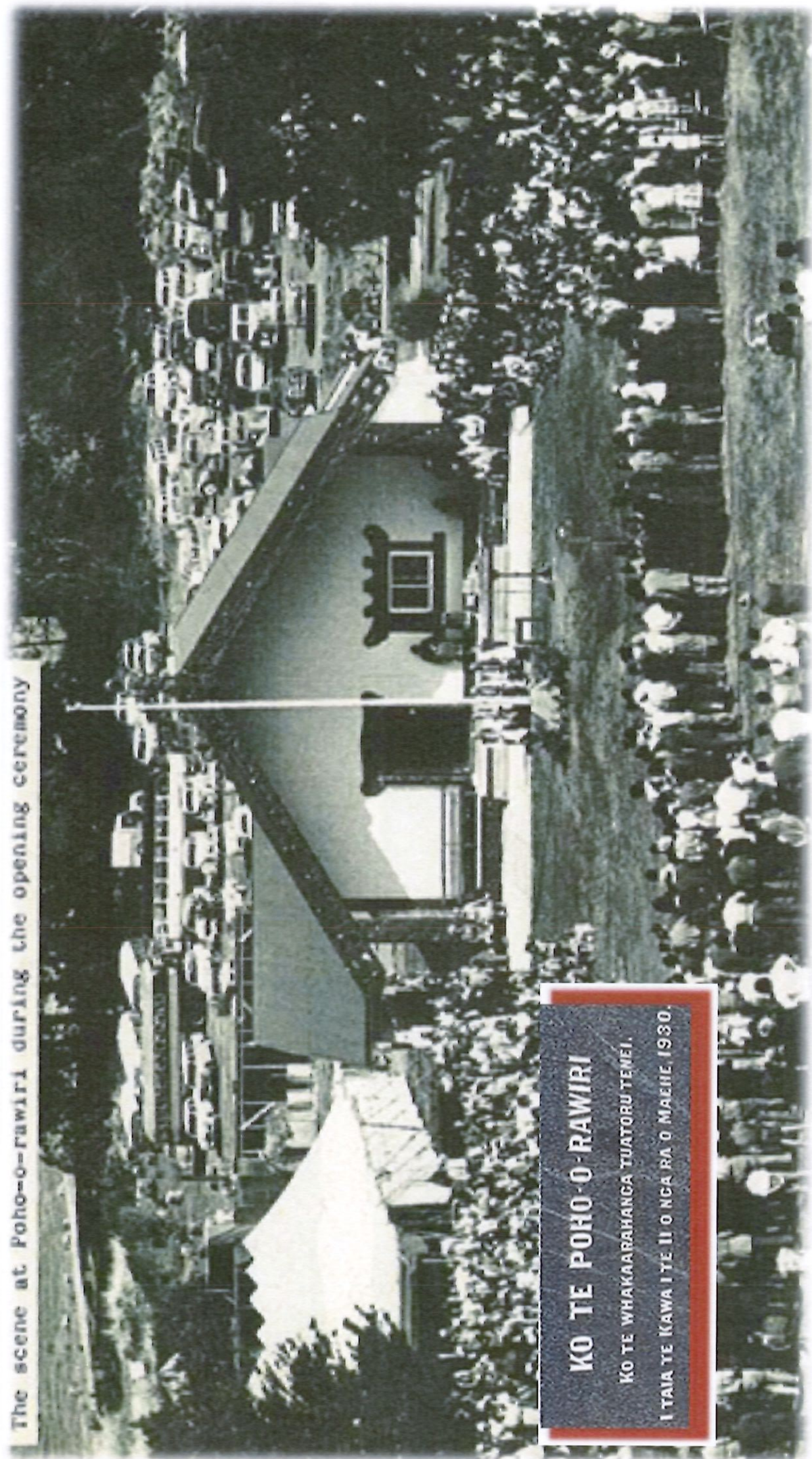
- Gisborne District Council owns our Mountain
- Gisborne District Council owns our Rivers
- Gisborne Freezing Works owns the summit
- Eastland Port owns our papakainga
- Eastland Group owns our harbour
- Eastland Group owns the foreshore



Ta Apirana Ngata

"...build a house large enough to house the working suffrage and the church..."

The scene at Poho-o-rawiri during the opening ceremony



KO TE POHO-O-RAWIRI

KO TE WHAKAARAHANGA TUATORU TENEI.

I TAIA TE KAWA I TE II O NGA RA O MAEHE, 1930.

HAPU & MARAE DEVELOPMENT PLAN

Mana Reo

- Nga Whare
- Te Paepae

Mana Atua

- Whaia te iti kahurangi
- Nga Whare Pa

Mana Whenua

- Raupatu whenua
- Te taiao

Mana Tangata

- Kaiti Hard



Mana Reo

Phase 1

Wharepuni restoration

Wharekai rebuild

Wharepaku rebuild

Phase 2

Wharekarakia restoration

Phase 3

Te Kohanga Reo

Te Kura Kaupapa Maori o

Horouta Wananga

Te Pae Karuhiruhi

Mana Whenua

RAUPATU WHENUA

- *Taurikura*

- *Papakāinga*

TE TAI AO - *Whaia Titirangi*

Mana Atua

Whaia te iti kahurangi

- Hapu development
- Kohanga and kura matua
- Pa Wars
- Employment opportunities

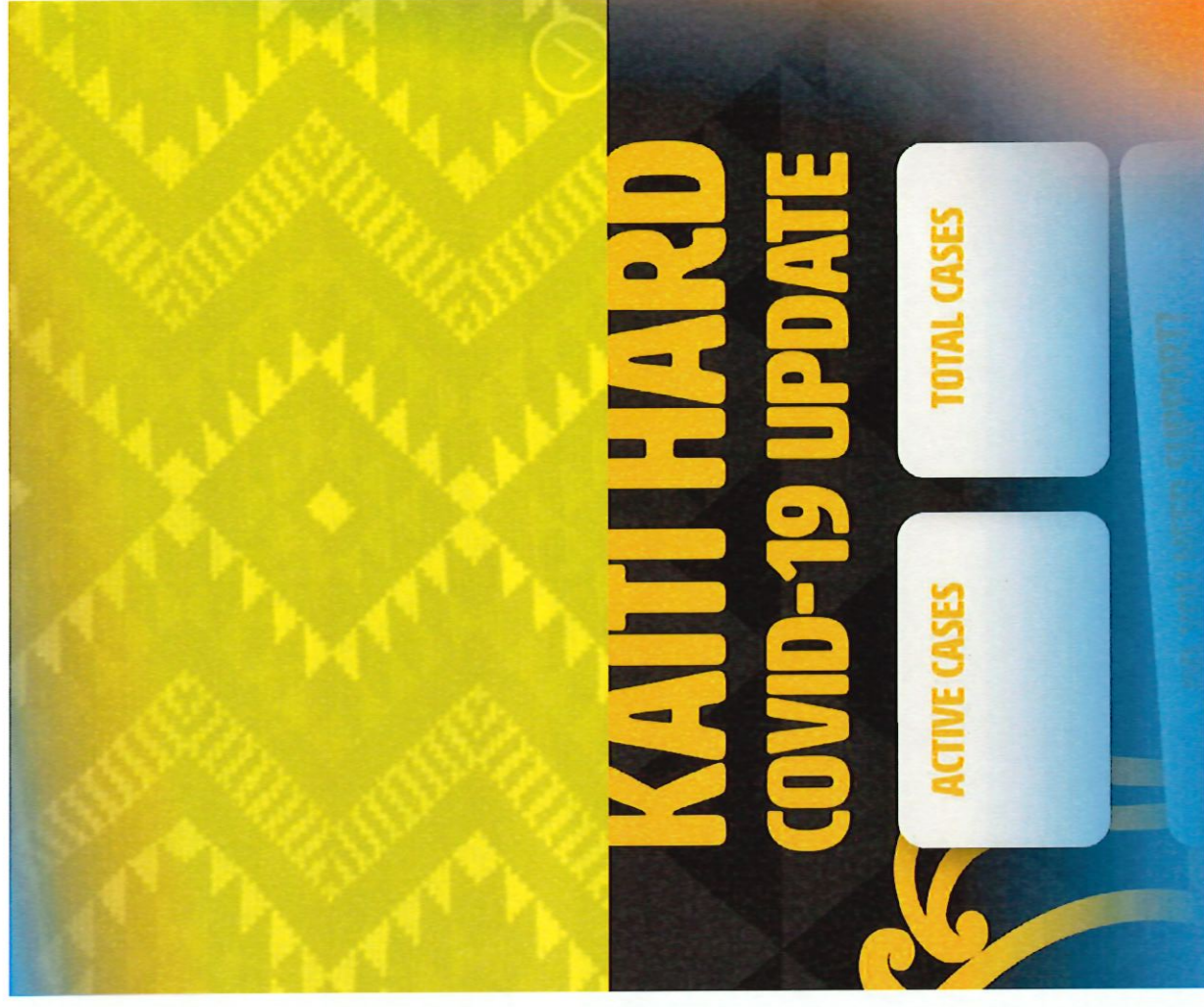
Nga Whare Pa

- Housing

Mana Tangata

Kaiti Hard

- Marae Response to Health Events (Covid)
- Marae Response to Weather Events (cyclone Gabrielle)
- Govt Department Broker
- Manaaki hub





Ngati Incone



TE POHO O RAWIRI PA #PaKid4life

Appendix 5 – Summary of properties being considered to transfer ownership to Ngati Oneone

EGL/Trust Tairawhiti lots	Comments
1. 5 Hirini	Grey Shed
2. 7 Hirini	
3. 13 Hirini	Block where the old wharf shed was
4. 17 Hirini	By stream (2 lots with one at the back of 28 Harris Street)
5. 28b Harris Street (Lot 2 DP 359775)	Connected to 17 Hirini St
6. 60 Crawford	The land behind the Urua.
7. Crawford Road - Lot 1 DP 4005	To be confirmed in EGL land Strategy
8. Crawford Road – Lot 23 DP 1260	To be confirmed in EGL land Strategy
9. 112 Crawford Road	To be confirmed in EGL land Strategy. Currently has a tenant. Hapu says he is happy if ownership was transferred

Note – Yellow highlighted titles are subject to EGL's land strategy review and the outcome to be communicated to Ngati Oneone in line with the Kawenata.

