

**NGAA RAURU KIITAHĪ**

**and**

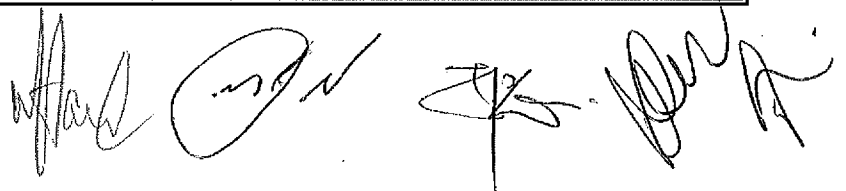
**HER MAJESTY THE QUEEN**

**in right of New Zealand**

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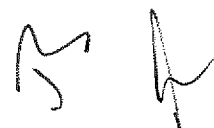
**SCHEDULES TO THE  
DEED OF SETTLEMENT OF  
THE HISTORICAL CLAIMS OF NGAA RAURU KIITAHĪ**

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## INTRODUCTION

The Relationships Schedule (Schedule 1), the Cultural Redress Schedule (Schedule 2), the Commercial Redress Schedule (Schedule 3), the Deed of Covenant (Schedule 4) and the Area of Interest (Schedule 5) form part of the Deed of Settlement of the Historical Claims of Ngaa Rauru Kiitahi entered into between Ngaa Rauru Kiitahi and the Crown.

**SCHEDULE 1**

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**RELATIONSHIPS SCHEDULE**

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**NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

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**CONTENTS**

**PART 1 – PAEPAE RANGATIRA ACCORD**

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**PART 2 – PROTOCOLS**

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- **MED PROTOCOL**
- **ANTIQUITIES PROTOCOL**

**PART 1: PAEPAE RANGATIRA ACCORD**

**(Clause 9.1.3)**



NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

PART 1: PAEPAE RANGATIRA ACCORD

THIS ACCORD is made

BETWEEN

[*Insert the name of the Governance Entity*] (the **Governance Entity**)

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations (the **Crown**)

**BACKGROUND**

- A. Ngaa Rauru Kiiitahi and the Crown are parties to a Deed of Settlement to settle the Historical Claims of Ngaa Rauru Kiiitahi dated [*Insert the date of the Deed of Settlement*].
- B. Ngaa Rauru Kiiitahi and the Crown agreed under that Deed of Settlement that, if the Deed of Settlement became unconditional, the Governance Entity and the Crown would, by or on the Settlement Date, enter into an accord in this form providing for the establishment of a paepae rangatira between Ngaa Rauru Kiiitahi and the Crown.
- C. The Deed of Settlement has become unconditional and this Accord is entered into by the parties to it in satisfaction of their obligations under the Deed of Settlement.

IT IS AGREED as follows:

**1 PAEPAE RANGATIRA**

- 1.1 The Crown and the Governance Entity agree to the establishment of a paepae rangatira between Ngaa Rauru Kiiitahi and the Crown that is constituted by meetings as provided in this Accord.

**2 PAEPAE RANGATIRA MEETINGS**

- 2.1 The provisions of this clause relate to meetings under clause 1:

2.1.1 meetings are to discuss:

- (a) the health of Te Tiriti o Waitangi/the Treaty of Waitangi relationship between Ngaa Rauru Kiiitahi and the Crown; and
- (b) issues of importance to both Ngaa Rauru Kiiitahi and the Crown;

2.1.2 participants at the meetings are to be:

- (a) the individuals from time to time nominated in writing by the Governance Entity;

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

### PART 1: PAEPAE RANGATIRA ACCORD

- (b) the Minister in Charge of Treaty of Waitangi Negotiations (or another Minister nominated in writing by him or her);
  - (c) the Minister of Maori Affairs (or another Minister nominated in writing by him or her); and
  - (d) any other individual or individuals that the above participants agree should attend at a particular meeting (including any Minister whose portfolio is relevant to the matters to be discussed at the meeting, if that Minister agrees, or representatives of other iwi);
- 2.1.3 the first meeting is to be held on a date to be agreed by the Governance Entity, the Minister in Charge of Treaty of Waitangi Negotiations and the Minister of Maori Affairs that is within six months after the Settlement Date and at a venue agreed by them;
- 2.1.4 subsequent meetings are to be held annually on dates and at venues agreed by the Governance Entity and the Ministers who are to attend;
- 2.1.5 before a meeting, the Crown and the Governance Entity must each send the other a suggested agenda for that meeting;
- 2.1.6 the Crown, by the Office of Treaty Settlements and Te Puni Kokiri, is to provide a secretariat for the meetings whose role will include:
- (a) documenting the agenda for, and giving notice of, meetings;
  - (b) preparing the minutes of meetings;
  - (c) providing reports to the participants at meetings; and
  - (d) such other services as may be agreed by a meeting; and
- 2.1.7 each party to this Accord must meet its own costs and expenses relating to a meeting.

### 3 REVIEW OF PAEPAE RANGATIRA MEETINGS

- 3.1 A review of the meetings is to be held at every fifth meeting by the participants at that meeting to discuss:
- 3.1.1 whether the meetings have been successfully meeting their objectives of discussing:
- (a) the health of the Te Tiriti o Waitangi/the Treaty of Waitangi relationship between Ngaa Rauru Kiiitahi and the Crown; and



## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

### PART 1: PAEPAE RANGATIRA ACCORD

- (b) issues of importance to both Ngaa Rauru Kiitahi and the Crown; and in particular

3.1.2 whether changes should be made to assist meetings to meet those objectives including changes to:

- (a) the participants at meetings (including whether additional or other Ministers should attend);
- (b) the operational procedures relating to meetings (including the frequency and venue of meetings); and
- (c) the secretariat for meetings; and

3.1.3 whether the objectives of the meeting should be expanded to include other iwi and whether participants at the meeting should include representatives of those iwi on the Ngaa Rauru Kiitahi paepae.

3.2 The participants at a meeting conducting a review of the meetings are to conduct that review in good faith and use their best endeavours to reach agreement in relation to any changes that may be proposed at that review.

3.3 If the participants at a meeting conducting a review are unable to reach agreement in relation to a proposed change, the participants at each of the next five meetings are to continue to:

3.3.1 hold those meetings on the same basis that prevailed at the time of the review (unless they can agree on the disputed proposed change); and

3.3.2 continue at those meetings to discuss as an agenda item the disputed proposed change and use their best endeavours to reach agreement in relation to it.

#### 4 VARIATION AND TERMINATION

4.1 The Crown and Ngaa Rauru Kiitahi may by agreement in writing vary or terminate this Accord.

#### 5 MISCELLANEOUS

5.1 The provisions of this Accord do not limit:

5.1.1 the ability of the Crown:

- (a) to, in accordance with the law and Government policy, perform its functions and duties and exercise its powers, including its power to introduce legislation and change Government policy; or

NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

PART 1: PAEPAE RANGATIRA ACCORD

- (b) to interact or consult with any person the Crown considers appropriate including any iwi, hapuu, marae, whanau or representative of tangata whenua;

5.1.2 the responsibilities of Ministers or Departments; or

5.1.3 the legal rights of Ngaa Rauru Kiitahi or a Representative Entity.

5.2 The rights and obligations under this Accord:

5.2.1 may not be assigned; and

5.2.2 are not legally enforceable.

5.3 If a party to this Accord does not comply with this Accord, that does not constitute a breach of the Deed of Settlement.

6 NOTICES

6.1 Notices to a party to this Accord may be given in the same manner as under clause 17.10 of the Deed of Settlement.

6.2 The Governance Entity's address for notices under this clause is as follows:

*[Insert the Governance Entity's address]*

7 INTERPRETATION

7.1 In this Accord, unless the context requires otherwise:

- **Deed of Settlement** means the deed of settlement referred to in clause A of the Background;
- **meeting** means a meeting under clause 2;
- **party to this Accord** means the Governance Entity or the Crown; and
- terms defined in the Deed of Settlement have the same meaning in this Accord.

7.2 The rules of interpretation in clause 18.7 of the Deed of Settlement apply to the interpretation of this Accord.

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

**PART 1: PAEPAE RANGATIRA ACCORD**

**SIGNED** on *[Insert the date]*

*[Insert appropriate signing provisions for the Governance Entity]*

**SIGNED** for and on behalf of  
**HER MAJESTY THE QUEEN**  
in right of New Zealand by the  
Minister in Charge of Treaty of  
Waitangi Negotiations



**PART 2: PROTOCOLS**



**DOC PROTOCOL**

**(Clause 9.4)**



**NGAA RAURU KIITAHİ DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

**PART 2: PROTOCOLS: DOC PROTOCOL**

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION REGARDING DEPARTMENT OF CONSERVATION/TE PAPA ATAWHAI INTERACTION WITH NGAA RAURU KIITAHİ ON SPECIFIED MATTERS**

**1 INTRODUCTION**

1.1 Under the Deed of Settlement dated [ ] between Ngaa Rauru Kiiitahi and the Crown, (the "Deed of Settlement") the Crown agreed that the Minister of Conservation (the "Minister") would issue a Protocol (the "DOC Protocol") setting out how the Department of Conservation (the "Department") will interact with the Ngaa Rauru Kiiitahi Governance Entity (the "Governance Entity") on matters specified in the DOC Protocol. These matters are:

- 1.1.1 implementation and communication;
- 1.1.2 input into business planning at the Area Office level;
- 1.1.3 historic resources/wahi tapu;
- 1.1.4 cultural materials;
- 1.1.5 species management;
- 1.1.6 freshwater fisheries;
- 1.1.7 marine mammals;
- 1.1.8 marine reserves;
- 1.1.9 pest control;
- 1.1.10 the Resource Management Act 1991 (the "Resource Management Act");
- 1.1.11 visitor and public information;
- 1.1.12 provision of technical assistance to the Governance Entity;
- 1.1.13 consultation; and
- 1.1.14 changes to policy and legislation affecting this Protocol.

1.2 For the purposes of this DOC Protocol, the Governance Entity is the body representative of the whanau, hapuu, and iwi of Ngaa Rauru Kiiitahi who have an interest in conservation management in the DOC Protocol Area.

1.3 Both the Department and Governance Entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles that enhances the ability of Ngaa Rauru Kiiitahi to exercise Ngaa Raurutanga. The principles of Te Tiriti

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

### PART 2: PROTOCOLS: DOC PROTOCOL

o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this DOC Protocol that achieves over time the conservation policies, actions, and outcomes sought by both the Governance Entity and the Department, as set out in this DOC Protocol.

- 1.4 Ngaa Raurutanga is the term used by Ngaa Rauru Kiitahi to describe the values, rights and responsibilities Ngaa Rauru Kiitahi holds according to custom, including those values, rights and responsibilities recognised by Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.5 Ngaa Rauru Kiitahi describes its association with natural resources as inclusive of Mana Atua (its spiritual and cultural connections to the land), Mana Whenua (its land as an economic base) and Mana Tangata (its social organisation on the land). Those concepts are reinforced for Ngaa Rauru Kiitahi in its whakapapa which has origins in Io Matua Kore (Mana Atua), Kahui Rere/Kahui Maunga, and Aotea Waka (Mana Tangata).
- 1.6 Ngaa Rauru Kiitahi has a responsibility in relation to the preservation, protection and management of natural and historic resources in the DOC Protocol Area in accordance with Ngaa Raurutanga and kaitiakitanga. This derives from the status of Ngaa Rauru Kiitahi as tangata whenua in the DOC Protocol Area, is inextricably linked to whakapapa, and has important cultural and spiritual dimensions.
- 1.7 The purpose of the Conservation Act 1987 ("the Act") is to manage natural and historic resources under that Act and the Acts in the First Schedule to the Act. The Minister, the Director-General of Conservation ("the Director-General") and the Department are required to exercise particular functions, powers and duties under that legislation.

#### **2 PURPOSE OF THE PROTOCOL**

- 2.1 The purpose of this Protocol is to assist the Department and the Governance Entity to exercise their respective responsibilities with the utmost co-operation to achieve over time the conservation policies, actions and outcomes sought by both.
- 2.2 This Protocol sets out a framework that enables the Department and the Governance Entity to establish a healthy and constructive working relationship that is consistent with section 4 of the Act and that respects the values of Ngaa Raurutanga. It provides for Ngaa Rauru Kiitahi to have meaningful input into certain policy, planning and decision-making processes, management of conservation lands and fulfilment of statutory responsibilities within the DOC Protocol Area.

#### **3 PROTOCOL AREA**

- 3.1 The DOC Protocol applies across the DOC Protocol Area which means the area identified in the map included in Attachment A of this Protocol together with the adjacent coastal waters.

#### **4 TERMS OF ISSUE**

- 4.1 This Protocol is issued pursuant to section [ ] of *{insert the name of the Settlement Legislation}* (the "Settlement Legislation") and clause 9.4 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

## NGAA RAURU KIITAHU DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

### PART 2: PROTOCOLS: DOC PROTOCOL

4.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

#### 5 IMPLEMENTATION AND COMMUNICATION

5.1 The Department will seek to establish and maintain communication with the Governance Entity on a continuing basis by:

5.1.1 providing reasonable opportunities for the Governance Entity to meet with Department managers and staff;

5.1.2 meeting with the Governance Entity (or designate) every six months at the Area Office level to review implementation of the DOC Protocol and holding an annual hui between the Governance Entity and senior DOC staff including the Conservator and Area Manager;

5.1.3 as far as reasonably practicable, training relevant staff on the content of the DOC Protocol and providing Ngaa Rauru Kiitahi through the Governance Entity with the opportunity to train relevant staff on the values and practice of Ngaa Raurutanga; and

5.1.4 briefing the Taranaki/Whanganui Conservation Board members on the content of the DOC Protocol and encouraging the Board to be briefed on the values of Ngaa Raurutanga by the Governance Entity.

5.2 The Wanganui Area Manager will act as the primary contact person for the Governance Entity and he or she will act as a liaison person with other departmental staff.

#### 6 INPUT INTO BUSINESS PLANNING AT THE AREA OFFICE LEVEL

6.1 This Protocol provides for the ongoing implementation of a range of matters as well as special projects identified by the Governance Entity, with implementation taking place over time. Some of the projects identified will need specific resourcing set aside through the Department's business planning process.

6.2 The process for the involvement of the Governance Entity in the Department's business planning process will be as follows:

6.2.1 the Department and the Governance Entity will, on an annual basis, identify projects that require specific resourcing;

6.2.2 the identified projects will be taken into the Department's business planning process at the conservancy and regional levels and considered along with other priorities;

6.2.3 the decision on whether any specific projects will be funded in any business year will be made by the Conservator and the Regional General Manager; and

6.2.4 if the Department decides to proceed with a specific project that has been identified under clause 6.2.1, the Governance Entity (or designate) and the Department will meet again to finalise a work plan and timetable for

A B



**NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

**PART 2: PROTOCOLS: DOC PROTOCOL**

implementation of the specified project in that business year, in accordance with the resources which have been allocated in the business plan.

**7 HISTORIC RESOURCES – WAHI TAPU AND WAHI TAONGA**

- 7.1 These terms refer to places that are sacred or significant to Ngaa Rauru Kiitahi. Such places may include:
- 7.1.1 the landing place of the canoe Tuaropaki;
  - 7.1.2 the Marae Herehere i Moana;
  - 7.1.3 the Urupa on the Nukumaru Recreation Reserve; and
  - 7.1.4 Waikaramihi, Tieke, Moerangi, Poronui and Moumahaki Lakes.
- 7.2 The Department has a statutory role to conserve historic resources in protected areas and will endeavour to do this for sites of significance to Ngaa Rauru Kiitahi in association with the Governance Entity.
- 7.3 The Department accepts that non-disclosure of locations of places known to Ngaa Rauru Kiitahi is a practice used by Ngaa Rauru Kiitahi to preserve the sanctity of a place. In other cases Ngaa Rauru Kiitahi may ask the Department to treat information it provides on wahi tapu sites in a confidential way. Where such confidential information has been provided by Ngaa Rauru Kiitahi, the Department will consult the Governance Entity on the establishment of processes for dealing with information on wahi tapu sites in a way that both recognises the management challenges that confidentiality can present and respects the views of Ngaa Rauru Kiitahi.
- 7.4 The responsibility for identifying and assessing Ngaa Rauru Kiitahi historic resources largely rests with Ngaa Rauru Kiitahi. To assist in this process, the Governance Entity will notify the Wanganui Area Manager of any concerns and the Department will take reasonable steps to address the concerns.
- 7.5 The Department, at the Area Office level, will:
- 7.5.1 undertake protection and conservation of wahi tapu and other sites of significance to Ngaa Rauru Kiitahi in co-operation with the Governance Entity;
  - 7.5.2 as far as reasonably practicable, respect the Ngaa Rauru Kiitahi values attached to identified wahi tapu, wahi taonga and places of historic significance that are managed by the Department (e.g. by the Department giving consideration to impacts from visitor numbers, facilities and services);
  - 7.5.3 manage sites of historic significance to Ngaa Rauru Kiitahi according to the standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the ICOMOS (International Convention on Monuments and Sites) New Zealand Charter 1993;
  - 7.5.4 as far as possible, when issuing concessions that give authority for other parties to carry out activities on land administered by the Department:

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

### PART 2: PROTOCOLS: DOC PROTOCOL

- 7.5.4.1 where the Governance Entity has advised the Department that land administered by the Department within the DOC Protocol Area contains historic resources, require concessionaires to conduct any activity on the land in a manner that recognises and is respectful of Ngaa Raurutanga; and
- 7.5.4.2 request concessionaires who intend to utilise information relating to Ngaa Rauru Kiitahi to consult the Governance Entity before utilising the information;
- 7.5.5 inform the Governance Entity if koiwi are found in the DOC Protocol Area; and
- 7.5.6 when requested by the Governance Entity, seek to assist in recording and protecting wahi tapu and other places of cultural significance on land administered by the Department and, where appropriate, to ensure that they are not desecrated or damaged.

## 8 CULTURAL MATERIALS

8.1 For the purpose of this Protocol, cultural materials are defined as:

- 8.1.1 plants and plant materials; and
- 8.1.2 materials derived from animals or birds,

for which the Department is responsible and which are important to Ngaa Rauru Kiitahi in maintaining and expressing the cultural values and practices of Ngaa Raurutanga.

8.2 Current legislation means that generally some form of concession or permit is required for any gathering and possession of cultural materials.

8.3 In relation to cultural materials, the Minister and/or Director-General will:

- 8.3.1 consider requests from the Governance Entity for access to and use of cultural materials within the DOC Protocol Area when required for cultural or spiritual purposes, in accordance with the relevant legislation;
- 8.3.2 consult with the Governance Entity in circumstances where there are competing requests between the Governance Entity and non-Ngaa Rauru Kiitahi persons in relation to the use of cultural materials, for example for scientific research purposes, to see if the cultural and scientific or other matters can be reconciled before the Minister or Director-General makes a decision in respect of those requests;
- 8.3.3 consider requests that the Governance Entity have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of roadkill;
- 8.3.4 assist, as far as reasonably practicable, the Governance Entity with obtaining plant stock for propagation, to reduce the need for plants to be gathered from

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

### PART 2: PROTOCOLS: DOC PROTOCOL

land administered by the Department, and to assist the Governance Entity in the establishment of its own cultivation areas;

- 8.3.5 provide, as far as reasonably practicable, ongoing advice to the Governance Entity for the management and propagation of the plant stock; and
- 8.3.6 consult with the Governance Entity on the development of procedures for monitoring levels of cultural materials.

#### 9 SPECIES MANAGEMENT

- 9.1 One of the Department's primary objectives is to ensure the survival of species and their genetic diversity. An important part of this work is to prioritise recovery actions in relation to the degree of threat to a species. The Department prioritises recovery actions at both a national and local level.
- 9.2 In recognition of the cultural, spiritual, historic and/or traditional association of Ngaa Rauru Kiitahi with indigenous flora and fauna found within the DOC Protocol Area for which the Department has responsibility, the Department will in relation to any indigenous species that the Governance Entity may identify as important to them through the processes provided under clauses 5 and 6 of this Protocol:
  - 9.2.1 where a national recovery programme is being implemented within the DOC Protocol Area, inform and provide opportunities for the Governance Entity to participate in that programme;
  - 9.2.2 advise the Governance Entity in advance of any Conservation Management Strategy reviews or the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of those species within the DOC Protocol Area;
  - 9.2.3 where research and monitoring projects are being carried out by the Department within the DOC Protocol Area, and where it is reasonably practicable to do so, provide the Governance Entity with opportunities to participate in those projects;
  - 9.2.4 advise the Governance Entity of the receipt of any completed research reports relating to indigenous species within the DOC Protocol Area, and provide copies or the opportunity for the Governance Entity to study those reports; and
  - 9.2.5 encourage and provide advice to the Governance Entity concerning the protection or management of those species on land owned by Ngaa Rauru Kiitahi.

#### 10 FRESHWATER FISHERIES

- 10.1 Freshwater fisheries are managed under two pieces of legislation: the Fisheries Act 1983 (administered by the Ministry of Fisheries) and the Act. The Act deals specifically with the conservation of non-commercial freshwater fisheries.
- 10.2 The Department will consult with the Governance Entity, and where reasonably practicable, provide for its participation in the conservation and management (including research) of customary freshwater fisheries and freshwater fish habitats.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

### PART 2: PROTOCOLS: DOC PROTOCOL

- 10.3 The Department will work at the Area Office level to provide for the active participation by the Governance Entity in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:
- 10.3.1 seeking to identify areas for co-operation in advocacy, consistent with clause 14 of this Protocol, focusing on fish passage, minimum flows, protection of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;
  - 10.3.2 consulting with the Governance Entity in developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements;
  - 10.3.3 considering the Governance Entity as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators; and
  - 10.3.4 processing applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Act.

### 11 MARINE MAMMALS

- 11.1 The Department administers the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992. These provide for the establishment of marine mammal sanctuaries, for permits in respect of marine mammals, the disposal of sick or dead specimens and the prevention of marine mammal harassment. All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. Under that Act, the Department of Conservation is responsible for the protection, conservation and management of all marine mammals, including their disposal together with the health and safety of its staff, any volunteers under its direction, and the public.
- 11.2 The Department believes that there are opportunities to meet the cultural requirements of Ngaa Rauru Kiitahi and to facilitate the gathering of scientific information. This Protocol is intended to meet both needs by way of a co-operative approach to the management of whale strandings. This Protocol provides general guidelines for the management of whale strandings in the DOC Protocol Area, and for the recovery by Ngaa Rauru Kiitahi of bone for cultural purposes from dead marine mammals.
- 11.3 In achieving these objectives, the Protocol also aims to enable the Department to give effect to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi as expressed in section 4 of the Act, as well as assisting with the conservation of cetacean species by contributing to the collection of specimens and scientific data of national and international importance.
- 11.4 Both the Department and Ngaa Rauru Kiitahi acknowledge the scientific importance of information gathered at strandings. Decisions by the Department concerning the exact nature of the scientific samples required and the subsequent disposal of any dead animals, including their availability to Ngaa Rauru Kiitahi, will depend upon the species.

NGAA RAURU KIITAHU DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

PART 2: PROTOCOLS: DOC PROTOCOL

- 11.5 The following species ("category 1 species") are known to strand most frequently on New Zealand shores:
- 11.5.1 common dolphins, *delphinus delphis*;
  - 11.5.2 long-finned pilot whales, *globicephala melas*; and
  - 11.5.3 sperm whales, *physeter macrocephalus*.
- 11.6 In principle, category 1 species should be available to the Governance Entity for the recovery of bone once scientific data and samples have been collected. If there are reasons why this principle should not be followed, the Department will be required to discuss this issue with the Governance Entity.
- 11.7 The following species ("category 2 species") are either not commonly encountered in New Zealand waters, or those which may frequently strand here but are rare elsewhere in the world:
- 11.7.1 all baleen whales;
  - 11.7.2 short-finned pilot whale, *globicephala macrorhynchus*;
  - 11.7.3 beaked whales, *all species, family ziphiidae*;
  - 11.7.4 pygmy sperm whale, *kogia breviceps*;
  - 11.7.5 dwarf sperm whale, *kogia simus*;
  - 11.7.6 bottlenose dolphin, *tursiops truncatus*;
  - 11.7.7 hector's dolphin, *cephalorhynchus hectori*;
  - 11.7.8 dusky dolphin, *lagenorhynchus obscurus*;
  - 11.7.9 risso's dolphin, *grampus griseus*;
  - 11.7.10 spotted dolphin, *stenella attenuata*;
  - 11.7.11 striped dolphin, *stenella coeruleoalba*;
  - 11.7.12 rough-toothed dolphin, *steno bredanensis*;
  - 11.7.13 southern right whale dolphin, *lissodelphis peronii*;
  - 11.7.14 spectacled porpoise, *australophocoena dioptrica*;
  - 11.7.15 melon-headed whale, *peponocephala electra*;
  - 11.7.16 pygmy killer whale, *feresa attenuata*;
  - 11.7.17 false killer whale, *pseudorca crassidens*;
  - 11.7.18 killer whale, *orcinus orca*; and

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

### PART 2: PROTOCOLS: DOC PROTOCOL

11.7.19 any other species of cetacean previously unknown in New Zealand waters.

For these reasons their scientific value has first priority. In most instances, bone from category 2 species will be made available to the Governance Entity after autopsy if requested.

- 11.8 Depending on the circumstances, Ngaa Rauru Kiitahi may want to proceed with the recovery of bone from the category 1 species following the collection of scientific data as outlined above. There will also be circumstances where Ngaa Rauru Kiitahi may be unavailable to participate, or where Ngaa Rauru Kiitahi wishes to officiate only in the appropriate rituals prior to euthanasia.
- 11.9 Because the in-situ recovery of bones involves issues relating to public safety, including the risk of infection from dead and decaying tissue, it needs to be undertaken only by the informed and skilled. Ngaa Rauru Kiitahi bone recovery teams will also want to ensure that the appropriate cultural tikanga is understood and followed. However, both parties acknowledge that in certain circumstances burial may be the most practical option.
- 11.10 Subject to the prior agreement of the Conservator, where disposal of a dead stranded marine mammal is carried out by the Governance Entity, the Department will meet the reasonable costs incurred up to the estimated costs that would otherwise have been incurred by the Department to carry out the disposal.
- 11.11. The Department will work with the Governance Entity to:
- 11.11.1 identify key contact people who will be available at short notice to make decisions on the desire of Ngaa Rauru Kiitahi to be involved when there is a marine mammal stranding;
  - 11.11.2 notify promptly the relevant key contact people, through the Governance Entity, of all stranding events;
  - 11.11.3 discuss, as part of the disposal process, burial sites and, where practical, have agreed sites in advance in order to meet all the health and safety requirements and to avoid the possible violation of principles of Ngaa Raurutanga; and
  - 11.11.4 consult with the Governance Entity in developing or contributing to research and monitoring of the seal population within the DOC Protocol Area.

## 12 MARINE RESERVES

- 12.1 Marine Reserves are managed under the Marine Reserves Act 1971. The purpose of the Marine Reserves Act is to preserve for scientific study areas of New Zealand's territorial sea that contain underwater scenery, natural features or marine life of such distinctive quality, or which are so typical or beautiful or unique that their continued preservation is in the national interest.
- 12.2 The Department will work at both the Head and Area Office level to provide the Governance Entity with:

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

### PART 2: PROTOCOLS: DOC PROTOCOL

- 12.2.1 any assistance it may request from the Department in the preparation of an application for the establishment of a marine reserve within the DOC Protocol Area;
- 12.2.2 all non-confidential information, to the extent reasonably practicable, regarding any application by either the Department or a third party for the establishment of a marine reserve within the DOC Protocol Area; and
- 12.2.3 opportunities for consultation on any such applications.

### 13 PEST CONTROL

- 13.1 A key objective and function of the Department is to prevent, manage and control threats to natural heritage values from animal pests. This needs to be done in a way that maximises the value from limited resources available to do this work. This area of work has been identified as being of high interest to Ngaa Rauru Kiitahi.
- 13.2 The Department will:
  - 13.2.1 seek and facilitate early consultation with the Governance Entity on pest control activities within the DOC Protocol Area, particularly in relation to the use of poisons; and
  - 13.2.2 provide the Governance Entity with opportunities to review/assess programmes and outcomes.

### 14 RESOURCE MANAGEMENT ACT

- 14.1 Ngaa Rauru Kiitahi and the Department both have concerns about the effects of activities controlled and managed under the Resource Management Act 1991. Areas of common interest include wetlands, riparian management, effects on freshwater fish habitat, water quality management, protection of historic resources, and protection of indigenous vegetation and habitats.
- 14.2 From time to time, the Governance Entity and the Department will seek to identify further issues of mutual interest for discussion. It is recognised that their concerns in any particular resource management issue may diverge and that each of the Department and the Governance Entity will continue to make separate submissions in any Resource Management Act processes.
- 14.3 The Department will consult the Governance Entity on the general approach that may be taken by each of Ngaa Rauru Kiitahi and the Department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern.
- 14.4 The Department will:
  - 14.4.1 have regard to the priorities and issues of mutual concern identified in making decisions in respect of advocacy under the Resource Management Act; and
  - 14.4.2 make non-confidential resource information available to the Governance Entity to assist in improving their effectiveness in Resource Management Act advocacy work.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

### PART 2: PROTOCOLS: DOC PROTOCOL

#### 15 VISITOR AND PUBLIC INFORMATION

- 15.1 The Department has a role in sharing knowledge about natural and historic heritage with visitors, satisfying their requirements for information, increasing their enjoyment and understanding of this heritage, and developing an awareness of the need for its conservation.
- 15.2 In providing public information, interpretation services, and facilities for visitors on the land it manages, the Department acknowledges the importance to Ngaa Rauru Kiitahi of Ngaa Raurutanga and the association of Ngaa Rauru Kiitahi with the land the Department administers within the DOC Protocol Area.
- 15.3 The Department will work at the Area Office level to encourage respect for Ngaa Raurutanga by:
- 15.3.1 raising public awareness of any positive conservation partnerships developed between the Governance Entity, the Department and other stakeholders, for example, by way of publications, presentations and seminars;
  - 15.3.2 consulting the Governance Entity on the inclusion in Department information on new panels, signs and visitor publications within the DOC Protocol Area of Ngaa Rauru Kiitahi perspectives, references to the significance of the sites to Ngaa Rauru Kiitahi, and traditional Ngaa Rauru Kiitahi place names;
  - 15.3.3 ensuring that accurate information is provided about Ngaa Rauru Kiitahi in the Department's publications by obtaining, so far as possible, the consent of the Governance Entity prior to the publication of any information substantially concerning Ngaa Rauru Kiitahi that has not been obtained from the Governance Entity;
  - 15.3.4 giving appropriate consideration to any request by the Governance Entity to erect pouwhenua on land administered by the Department within the DOC Protocol Area; and
  - 15.3.5 encouraging the participation of Ngaa Rauru Kiitahi in the Department's volunteer and conservation events and programmes by informing the Governance Entity of these programmes and events.

#### 16 PROVISION OF TECHNICAL ASSISTANCE TO GOVERNANCE ENTITY

- 16.1 The Department, on behalf of the Minister, may provide (with or without charge subject to further agreement between the parties) conservation advice, guidance, technical and related assistance to the Governance Entity under section 39 of the Reserves Act 1977.
- 16.2 The scope of technical assistance may include matters connected with the administration, management, or development of the cultural redress properties listed in Part 1 of the Cultural Redress Schedule to the Deed of Settlement that have been provided as cultural redress to Ngaa Rauru Kiitahi under that Deed.
- 16.3 The provision of technical assistance is subject to the exercise and performance of the Department's statutory functions, powers and processes under the Act, and such provisions of the Reserves Act that may apply.



## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

### PART 2: PROTOCOLS: DOC PROTOCOL

- 16.4 In particular, it is accepted by the Governance Entity and recorded that the provision of any technical assistance by the Department may require specific funding and/or provision within the relevant Conservancy business plan. The process for the Department to provide any technical assistance in any business year will be as follows:
- 16.4.1 the Governance Entity requests in writing and provides detail of the scope of technical assistance it seeks from the Department;
  - 16.4.2 the Department will meet with the Governance Entity at Conservancy or Area Office level as appropriate, as soon as practicable after receipt of the request, to discuss and consider the ability to fulfil that request, having regard to relevant priorities in the operative Conservancy business plan, other national policy documents and any conservation management strategy and/or conservation management plan that may affect the particular issue concerned; and
  - 16.4.3 the decision on whether any specific technical assistance can be provided, and on what terms (including charging), will be made by the Conservator and provided in writing to the Governance Entity. If the parties identify that the provision of technical assistance is desirable to achieve net conservation gains, but such provision cannot be given in the current financial year, then the Conservator may agree to progress the technical assistance request through the annual business planning process as provided for under clause 6 of this Protocol.

### 17 CONSULTATION

- 17.1 Where the Department is required to consult under clauses 7.3, 7.5, 8.3, 10.2, 10.3, 11.11, 12.2, 13.2, 14.3 and 15.3 of this Protocol, the basic principles that will be followed by the Department in consulting with the Governance Entity in each case are:
- 17.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;
  - 17.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
  - 17.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision-making process, including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and
  - 17.1.4 ensuring that the Department will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters that are the subject of the consultation.

NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

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- 17.2 Where the Department has consulted with the Governance Entity as specified in clause 17.1, the Department will report back to the Governance Entity on the decision made as a result of any such consultation.

**18 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**

- 18.1 If the Department consults with Maori generally on policy development or any proposed legislative amendment to the Conservation Legislation which impacts upon this Protocol, the Department shall:

18.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which Maori generally will be consulted;

18.1.2 make available to the Governance Entity the information provided to Maori as part of the consultation process referred to in this clause; and

18.1.3 report back to the Governance Entity on the outcome of any such consultation.

**19 DEFINITIONS**

- 19.1 In this Protocol:

**Conservation Legislation** means the Conservation Act 1987 and the Acts in the First Schedule of the Act

**Crown** means Her Majesty the Queen in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

**Governance Entity** means *[Insert name and description]*;

**Ngaa Rauru Kiitahi** has the meaning set out in clause 1.5 of the Deed of Settlement; and

**Protocol** means a statement in writing, issued by the Crown through the Minister of Conservation to Ngaa Rauru Kiitahi Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol.



**NGAA RAURU KIITAHU DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

**PART 2: PROTOCOLS: DOC PROTOCOL**

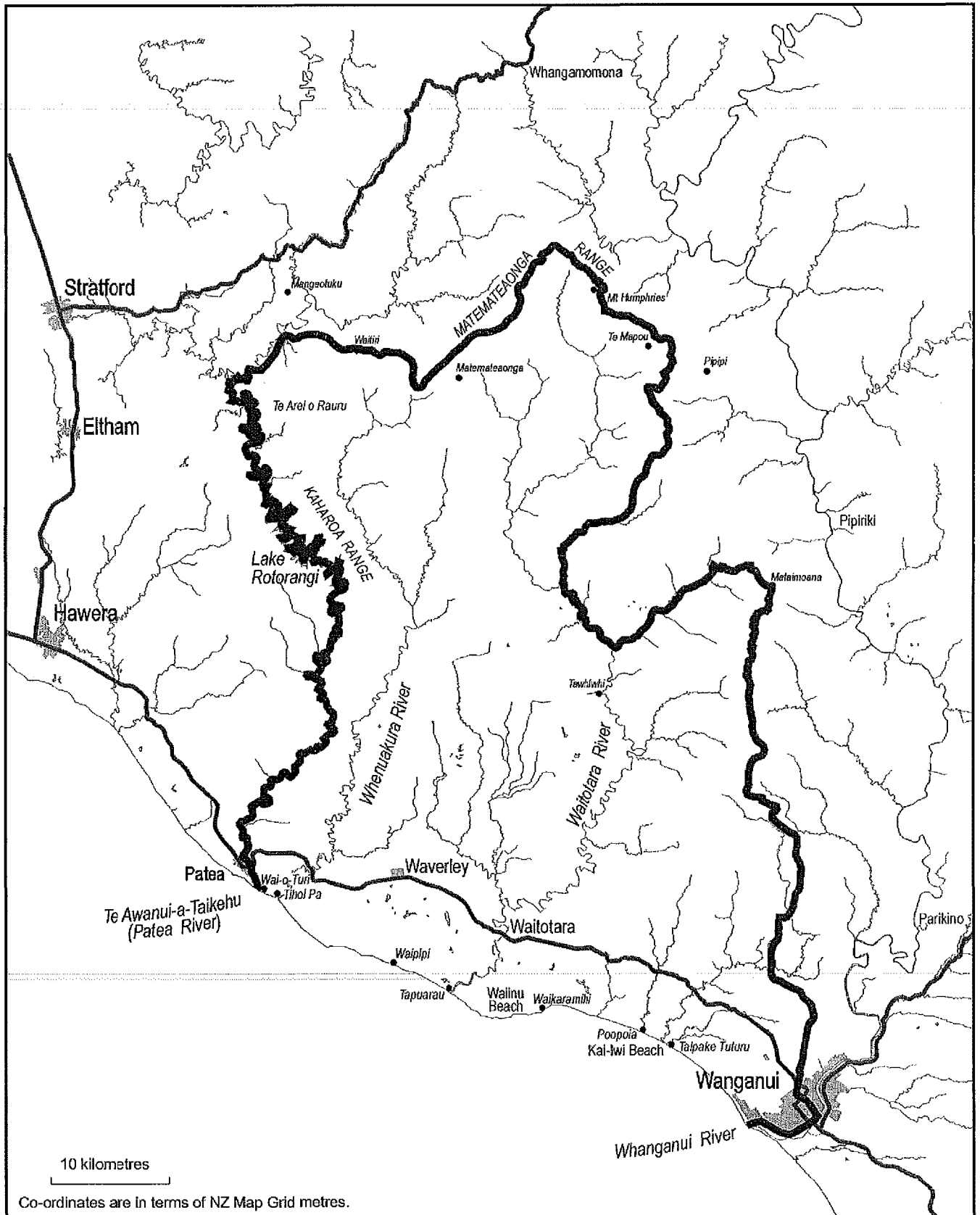
**ATTACHMENT A**

**DOC PROTOCOL AREA**

*(The map follows this page.)*

RTS

# DOC PROTOCOL AREA FOR NGA A RAURU KIITAHĪ



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NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

PART 2: PROTOCOLS: DOC PROTOCOL

ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. These provisions are set out below.

**1 Provisions of the Deed of Settlement relating to this Protocol**

**1.1 The Deed of Settlement provides that:**

1.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (clause 9.17); and

1.1.2 this Protocol does not restrict the ability of the Crown to interact or consult with any person the Crown considers appropriate including any iwi, hapuu, marae, whanau, or other representative of tangata whenua (clause 9.18); and

1.1.3 this Protocol:

(a) is consistent with section 4 of the Conservation Act 1987;

(b) does not override or diminish:

(i) the requirements of the Conservation Legislation;

(ii) the functions and powers of the Minister of Conservation, or the Department of Conservation, under that legislation; or

(iii) the rights of Ngaa Rauru Kiitahi, or a Representative Entity, under that legislation (clause 9.6).

1.2 Representative Entity has the same meaning in clause 1.1.3 of these terms of issue as it has in clause 1.10 of the Deed of Settlement.

**2 Authority to issue, amend or cancel Protocols**

2.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.1 to 9.16.3 of the Deed of Settlement.]*

**3 Protocols subject to rights and obligations**

3.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clause 9.16.4 of the Deed of Settlement.]*

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

**PART 2: PROTOCOLS: DOC PROTOCOL**

**4 Noting of Protocol**

4.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clause 9.5.1 and 9.5.2 of the Deed of Settlement.]*

**5 Enforcement of Protocol**

5.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.5 to 9.16.7 of the Deed of Settlement.]*

**6 Limitation of rights**

6.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clause 9.5.3 of the Deed of Settlement.]*

**FISHERIES PROTOCOL**

**(Clause 9.7)**

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NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

PART 2: PROTOCOLS: FISHERIES PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF FISHERIES  
REGARDING INTERACTION WITH NGAA RAURU KIITAHI ON FISHERIES MATTERS**

**1. INTRODUCTION**

- 1.1 Under the Deed of Settlement dated [ ] between Ngaa Rauru Kiiitahi and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister of Fisheries (the "Minister") would issue a protocol (the "Fisheries Protocol") setting out how the Ministry of Fisheries (the "Ministry") will interact with the Ngaa Rauru Kiiitahi Governance Entity (the "Governance Entity") in relation to matters specified in the Fisheries Protocol. These matters are:
- 1.1.1 recognition of the interests of Ngaa Rauru Kiiitahi in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area;
  - 1.1.2 development of sustainability measures, fisheries regulations and fisheries plans;
  - 1.1.3 customary non-commercial fisheries management;
  - 1.1.4 research planning;
  - 1.1.5 nature and extent of fisheries services;
  - 1.1.6 contracting for services;
  - 1.1.7 employment of staff with customary non-commercial fisheries responsibilities;
  - 1.1.8 rahui; and
  - 1.1.9 changes to policy and legislation affecting this Protocol.
- 1.2 For the purposes of this Fisheries Protocol, the Governance Entity is the body representative of the whanau, hapuu and iwi of Ngaa Rauru Kiiitahi who have an interest in all species of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area. Ngaa Rauru Kiiitahi has a responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries through Ngaa Raurutanga and kaitiakitanga. This derives from the status of Ngaa Rauru Kiiitahi as tangata whenua in the Fisheries Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 The obligations of the Ministry in respect of fisheries are to ensure ecological sustainability, to meet Te Tiriti o Waitangi/the Treaty of Waitangi and international obligations, to enable efficient resource use and to ensure the integrity of fisheries management systems.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

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- 1.4 The Ministry and the Governance Entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles which enhances the ability of Ngaa Rauru Kiitahi to exercise Ngaa Raurutanga. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Fisheries Protocol, as set out in this Fisheries Protocol.
- 1.5 Ngaa Raurutanga is the term used by Ngaa Rauru Kiitahi to describe the values, rights and responsibilities that Ngaa Rauru Kiitahi holds according to custom, including those values, rights and responsibilities recognised by Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.6 The Minister and the Chief Executive of the Ministry (the "Chief Executive") have certain functions, powers and duties in terms of the Fisheries Legislation and the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both Ngaa Rauru Kiitahi and the Ministry consistent with the sustainable utilisation of fisheries, this Protocol sets out how the Ministry, the Minister and Chief Executive will exercise their functions, powers and duties in relation to matters set out in this Protocol. The Governance Entity will have the opportunity for meaningful input into the policy, planning and decision-making processes relating to the matters set out in this Protocol.
- 1.7 Ngaa Rauru Kiitahi describes its association with water as inclusive of Mana Atua (its spiritual and cultural connections to water), Mana Whenua (its sea as an economic base) and Mana Tangata (its social organisation in relation to the sea). Those concepts are reinforced for Ngaa Rauru Kiitahi in its whakapapa which has origins in Io Matua Kore (Mana Atua), Kahui Rere/Kahui Maunga and Aotea Waka (Mana Tangata).
- 1.8 The Ministry will advise the Governance Entity whenever it proposes to consult with a hapuu of Ngaa Rauru Kiitahi or with another iwi or hapuu with interests inside the Fisheries Protocol Area on matters that could affect Ngaa Rauru Kiitahi interests.

#### 2. **PROTOCOL AREA**

- 2.1 This Fisheries Protocol applies across the Fisheries Protocol Area which means the area identified in the map included in Attachment A of this Protocol, together with the adjacent waters.

#### 3. **TERMS OF ISSUE**

- 3.1 This Protocol is issued pursuant to section [ ] of *{insert the name of the Settlement Legislation}* (the "Settlement Legislation") and clause 9.7 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

#### 4. **IMPLEMENTATION AND COMMUNICATION**

- 4.1 The Ministry will maintain effective consultation processes and communication networks with the Governance Entity by:

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

### PART 2: PROTOCOLS: FISHERIES PROTOCOL

- 4.1.1 maintaining, at national and regional levels, information provided by the Governance Entity on the office holders of Ngaa Rauru Kiitahi, addresses and contact details; and
  - 4.1.2 providing reasonable opportunities for the Governance Entity to meet with Ministry managers and staff.
- 4.2 The Ministry will:
- 4.2.1 meet with the Governance Entity to review implementation of this Protocol at least once a year, unless otherwise agreed, at a location agreed to in advance by the Governance Entity and the Ministry;
  - 4.2.2 as far as reasonably practicable, train relevant staff on this Protocol and provide on-going training as required;
  - 4.2.3 as far as reasonably practicable, provide Ngaa Rauru Kiitahi with the opportunity to train relevant Ministry staff on the values and practice of Ngaa Raurutanga; and
  - 4.2.4 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Ngaa Rauru Kiitahi settlement, and provide on-going information as required.

## 5 SPECIES OF FISH, AQUATIC LIFE AND SEAWEED

### Taonga Fish Species

- 5.1 The Crown, through the Minister and Chief Executive, recognises that Ngaa Rauru Kiitahi have a customary non-commercial interest in, and a special relationship with, all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area and managed by the Ministry under the Fisheries Legislation.

### Prohibition on the taking of certain species for commercial purposes unless specially authorised

- 5.2 Pursuant to clause 12.1 of the Deed of Settlement, the taking of the following species as target species for commercial purposes is, or will be from the Settlement Date, prohibited within the Fisheries Protocol Area, namely:
- (a) cats eye, *turbo smaragdus* (pupu);
  - (b) freshwater mussel, *hyridella menziesi* (kakahi);
  - (c) sea anemone, *actinia group* (kotoretore);
  - (d) sea cucumber, *stichopus mollis* (rori);
  - (e) shield shell, *scutus breviculus* (rori) (which includes ngutungutukaka);

NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

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- (f) seawater mussel, *perna canaliculus/mytilus edulis* and *mytilus eclulis* (kuku); and
- (g) freshwater crayfish, *paranephrops planifrons* (waikoura).

5.3 Pursuant to clause 12.3.1 of the Deed of Settlement:

5.3.1 if it is demonstrated to the satisfaction of the Minister that there are sufficient quantities of any of the species referred to in clause 5.2 to provide for a commercial catch of that species, the Minister will consult with the advisory committee referred to in clause 9.21.1 of the Deed of Settlement in respect of any proposal to authorise the commercial taking of that species (a "Prohibited Target Species Commercial Catch Proposal") in accordance with:

- (a) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; and
- (b) section 12 of the Fisheries Act 1996;

5.3.2 the Minister will, in considering a Prohibited Target Species Commercial Catch Proposal, ensure that the customary non-commercial fishing interests of Ngaa Rauru Kiiitahi in the species concerned are recognised and provided for in accordance with:

- (i) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; and
- (ii) where the Prohibited Target Species Commercial Catch Proposal relates to the setting or varying of the Total Allowable Commercial Catch, section 21 of the Fisheries Act 1996.

**Tuna (eel)**

5.4 The Ministry recognises that Ngaa Rauru Kiiitahi have a customary non-commercial interest in the tuna (eel) fishery within the Fisheries Protocol Area and in particular, the possibility of the enhancement of that fishery through the transfer of elvers and the possibility of farming tuna.

5.5 Pursuant to clause 12.4 of the Deed of Settlement, in each of the three years after the Settlement Date, upon receipt of written notice that the Governance Entity intends to apply to the Minister for a special permit under section 97 of the Fisheries Act 1996, Ministry staff shall meet with representatives of the Governance Entity at a mutually acceptable venue, and consult with the Governance Entity on:

5.5.1 the maximum quantity of undersized tuna (eel) that is likely to be permitted to be taken under Section 97 of the Fisheries Act 1996 (the "Permitted Catch") from each of not more than three sites within the Fisheries Protocol Area specified by the Governance Entity to the Ministry in writing (up to a maximum of nine sites during the three year period after the Settlement Date); and

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

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- 5.5.2 the likely conditions of any Permitted Catch, in relation to each of those specified sites, including the likely conditions in relation to the relocation of any of that Permitted Catch in:
- (a) waterways in the Fisheries Protocol Area; and
  - (b) aquacultural farms.
- 5.6 In recognition of the particular importance of the tuna (eel) fisheries to Ngaa Rauru Kiitahi, the Chief Executive will consider, in accordance with the relevant legislation and operational processes, any application from the Governance Entity for a special permit to take undersized tuna (elvers or glass eels) from waterways within the Fisheries Protocol Area as part of any enhancement or aquaculture project.
- 5.7 For the purposes of clauses 5.3 to 5.5:
- 5.7.1 tuna (eel) is defined as:
- (a) *anguilla dieffenbachii* (longfinned eel);
  - (b) *anguilla australis* (shortfinned eel); and
  - (c) *anguilla rheinhartii*; and
- 5.7.2 undersized tuna (eel) is tuna (eel) with a weight less than the minimum weight prescribed for the taking of tuna (eel) by or under the Fisheries Act 1996 (which, at the date of the Deed of Settlement, was 220 grams).
- 6 DEVELOPMENT OF SUSTAINABILITY MEASURES, FISHERIES REGULATIONS AND FISHERIES PLANS AND CONSULTATION**
- 6.1 If the Ministry is exercising powers or functions under the Fisheries Legislation or the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 relating to the setting of sustainability measures, or the making of fisheries regulations, or the development/implementation of a fisheries plan for the purposes of section 11A of the Fisheries Act 1996 (a "Fisheries Plan"), for any species of fish, aquatic life or seaweed within the Fisheries Protocol Area, the Ministry must:
- 6.1.1 provide the Governance Entity with all reasonably available background information in relation to the setting of sustainability measures, the making of fisheries regulations, and the development/implementation of Fisheries Plans;
  - 6.1.2 inform the Governance Entity, in writing, of any proposed changes in relation to:
    - 6.1.2.1 the setting of sustainability measures;
    - 6.1.2.2 the making of fisheries regulations; and
    - 6.1.2.3 the development/implementation of Fisheries Plans;

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

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as soon as reasonably practicable to enable Ngaa Rauru Kiitahi to respond in an informed way;

- 6.1.3 provide the Governance Entity at least 30 working days from receipt of the written information described in clause 6.1.2 in which to respond, verbally or in writing, to any such proposed changes;
- 6.1.4 as far as reasonably practicable, meet with the Governance Entity to discuss any proposed changes to sustainability measures, fisheries regulations, or Fisheries Plans, if requested by the Governance Entity to do so;
- 6.1.5 incorporate the views of the Governance Entity into any advice given to the Minister or other stakeholders on proposed changes to sustainability measures, fisheries regulations, or Fisheries Plans that affect the Governance Entity's interests, and provide a copy of that advice to the Governance Entity; and
- 6.1.6 report back to the Governance Entity within 20 working days of any final decision in relation to sustainability measures, fisheries regulations, or Fisheries Plans.

### 7 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

- 7.1 The Ministry undertakes to provide the Governance Entity with such information and assistance as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:
  - 7.1.1 discussions with the Ministry on the implementation of the regulations within the Fisheries Protocol Area; and
  - 7.1.2 provision of existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area.

### 8 RESEARCH PLANNING PROCESS

- 8.1 The Ministry will provide the Governance Entity with all reasonably available background information to participate in the processes, timelines and objectives associated with the research planning process of the Ministry.
- 8.2 The Ministry will consult with the Governance Entity on all research proposals for fisheries within the Fisheries Protocol Area.
- 8.3 The Ministry will provide the Governance Entity, within 30 working days of the execution of the Fisheries Protocol, with information on the requirements for becoming an 'Approved Research Provider'. Should the requirements for becoming and remaining an 'Approved Research Provider' change over time, the Ministry will inform the Governance Entity about those changes.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

### PART 2: PROTOCOLS: FISHERIES PROTOCOL

#### 9 NATURE AND EXTENT OF FISHERIES SERVICES

- 9.1 The Ministry will each year consult with the Governance Entity on the Ministry's annual business plan.
- 9.2 The Ministry will provide the Governance Entity with the opportunity to put forward proposals for the provision of services that the Governance Entity deem necessary for the management of fisheries within the Fisheries Protocol Area.

#### 10 CONTRACTING FOR SERVICES

- 10.1 The Ministry will consult with the Governance Entity in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area, if the Ministry is proposing to enter into such a contract.

#### 11 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

- 11.1 The Ministry will consult with the Governance Entity on certain aspects of the employment of Ministry staff if a particular vacancy directly affects the fisheries interests of Ngaa Rauru Kiitahi.
- 11.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other iwi as well as those of Ngaa Rauru Kiitahi, and may be achieved by one or more of the following:
- 11.2.1 consultation on the job description and work programme;
  - 11.2.2 direct notification of the vacancy;
  - 11.2.3 consultation on the location of the position; and
  - 11.2.4 input into the selection of the interview panel.

#### 12 RAHUI

- 12.1 The Ministry recognises that rahui is a traditional use and management practice of Ngaa Rauru Kiitahi and supports the right of Ngaa Rauru Kiitahi to place traditional rahui over their customary fisheries.
- 12.2 The Ministry and Ngaa Rauru Kiitahi acknowledge that a traditional rahui placed by Ngaa Rauru Kiitahi over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rahui is a matter of voluntary choice.
- 12.3 Ngaa Rauru Kiitahi undertakes to inform the Ministry (contact person to be decided) of the placing and the lifting of a rahui by Ngaa Rauru Kiitahi over their customary fisheries.
- 12.4 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rahui has been applied, to the extent that such

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

### PART 2: PROTOCOLS: FISHERIES PROTOCOL

groups exist, of the placing and the lifting of a rahui by Ngaa Rauru Kiitahi over their customary fisheries, in a manner consistent with the understandings outlined in clause 12.2 above.

- 12.5 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rahui proposed by Ngaa Rauru Kiitahi over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rahui placed in the event of a drowning.

### 13 CONSULTATION

- 13.1 Where the Ministry is required to consult under clauses 5.5, 8.2, 9.1 and 10.1 of this Protocol, the basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:

13.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;

13.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

13.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and

13.1.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters that are the subject of the consultation.

- 13.2 Where the Ministry has consulted with the Governance Entity as specified in clause 13.1, the Ministry will report back to the Governance Entity on the decision made as a result of any such consultation.

### 14 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 14.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment to the Fisheries Legislation which impacts upon this Protocol, the Ministry shall:

14.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted;

14.1.2 make available to the Governance Entity the information provided to iwi as part of the consultation process referred to in this clause; and





**NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

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**PART 2: PROTOCOLS: FISHERIES PROTOCOL**

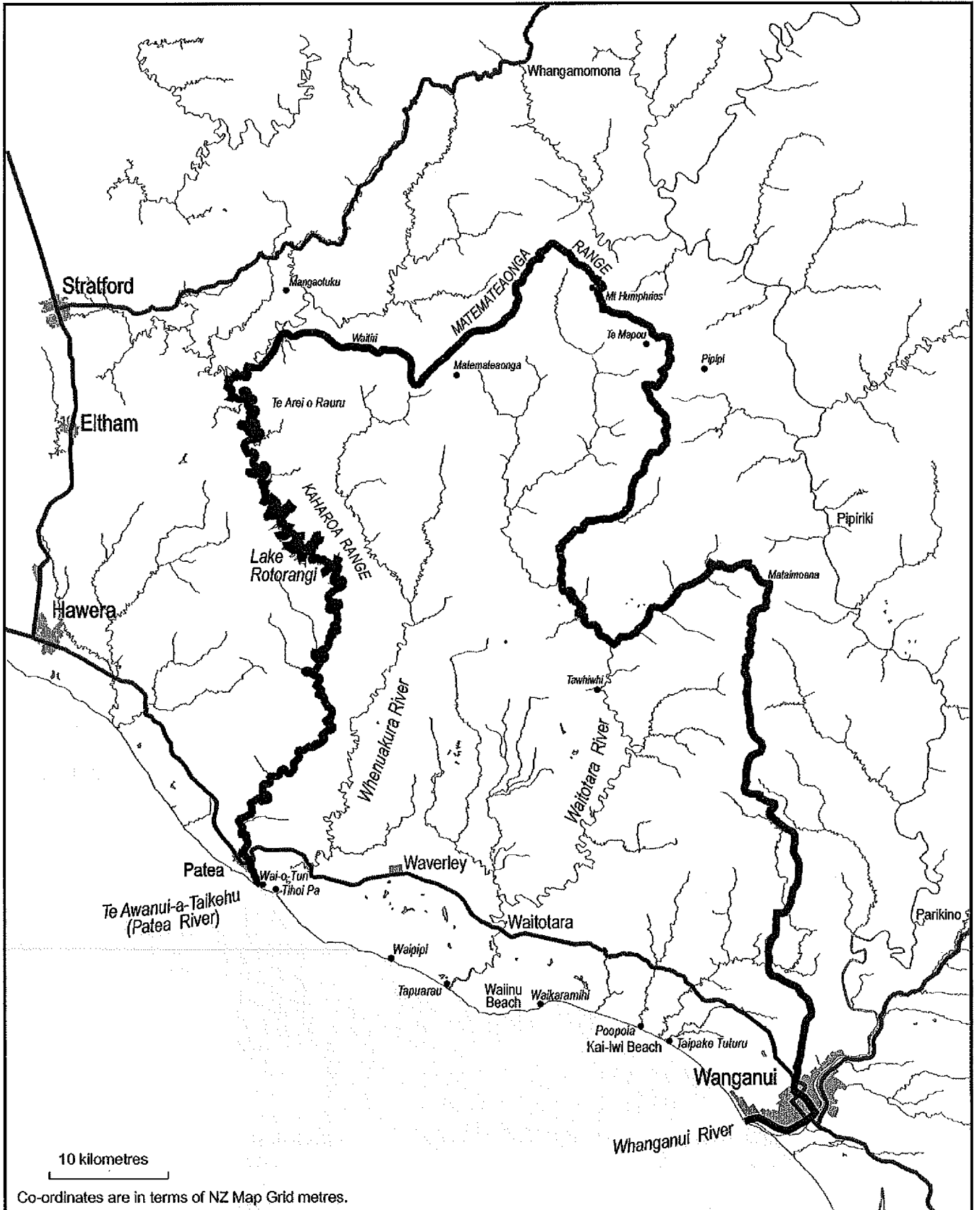
**ATTACHMENT A**

**FISHERIES PROTOCOL AREA**

*(The map follows this page.)*

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# FISHERIES PROTOCOL AREA FOR NGA A RAURU KIITAHĪ



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NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

PART 2: PROTOCOLS: FISHERIES PROTOCOL

ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. These provisions are set out below.

**1 Provisions of the Deed of Settlement relating to this Protocol**

1.1 The Deed of Settlement provides that:

1.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (clause 9.17); and

1.1.2 this Protocol does not restrict the ability of the Crown to interact or consult with any person the Crown considers appropriate including any iwi, hapuu, marae, whanau, or other representative of tangata whenua (clause 9.18); and

1.1.3 this Protocol does not override or diminish:

(a) the requirements of the Fisheries Legislation;

(b) the functions and powers of the Minister of Fisheries, or the Ministry of Fisheries, under that legislation; or

(c) the rights of Ngaa Rauru Kiitahi, or a Representative Entity, under that legislation (clause 9.9).

1.2 Representative Entity has the same meaning in clause 1.1.3 of these terms of issue as it has in clause 1.10 of the Deed of Settlement.

**2 Authority to issue, amend or cancel Protocols**

2.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.1 to 9.16.3 of the Deed of Settlement.]*

**3 Protocols subject to rights and obligations**

3.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clause 9.16.4 of the Deed of Settlement.]*

**4 Noting of Protocol**

4.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses 9.8.1 and 9.8.2 of the Deed of Settlement.]*



**NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

**PART 2: PROTOCOLS: FISHERIES PROTOCOL**

**5 Enforcement of Protocol**

5.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.5 to 9.16.7 of the Deed of Settlement.]*

**6 Limitation of rights**

6.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clause 9.8.3 of the Deed of Settlement.]*



**MED PROTOCOL**

**(Clause 9.10)**

*RS*

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

**PART 2: PROTOCOLS: MED PROTOCOL**

**PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY REGARDING CONSULTATION WITH NGAA RAURU KIITAHI BY THE MINISTRY OF ECONOMIC DEVELOPMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS**

**1 INTRODUCTION**

- 1.1 Under the Deed of Settlement dated [ ] between Ngaa Rauru Kiitahi and the Crown (the "Deed of Settlement") the Crown agreed that the Minister of Energy (the "Minister") would issue a Protocol (the "MED Protocol") setting out how the Ministry of Economic Development (the "Ministry") will interact with the Ngaa Rauru Kiitahi Governance Entity (the "Governance Entity") on matters specified in the MED Protocol.
- 1.2 Both the Ministry and Ngaa Rauru Kiitahi are seeking a healthy and constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, which enhances the ability of Ngaa Rauru Kiitahi to exercise Ngaa Raurutanga.
- 1.3 Ngaa Raurutanga is the term used by Ngaa Rauru Kiitahi to describe the values, rights and responsibilities that Ngaa Rauru Kiitahi holds according to custom, including those values, rights and responsibilities recognised by Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.4 Ngaa Rauru Kiitahi describes its association with the land as inclusive of Mana Atua (its spiritual and cultural connections to the land), Mana Whenua (its land as an economic base) and Mana Tangata (its social organisation on the land). Those concepts are reinforced for Ngaa Rauru Kiitahi in its whakapapa, which has origins in Io Matua Kore (Mana Atua), Kahui Rere/Kahui Maunga, and Aotea Waka (Mana Tangata).
- 1.5 The purpose of the Crown Minerals Act 1991 (the "Act") is to restate and reform the law relating to the management of Crown Owned Minerals. Section 4 of the Act requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.6 The Minister is responsible under the Act for the preparation of minerals programmes, the grant of minerals permits, and monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.
- 1.7 Ngaa Rauru Kiitahi carries responsibilities arising from kaitiakitanga and Ngaa Raurutanga in relation to the MED Protocol Area. These derive from the status of Ngaa Rauru Kiitahi as tangata whenua in the MED Protocol Area and are inextricably linked to whakapapa and have important cultural and spiritual dimensions. These matters are relevant to the Crown's exercise of its functions under the Act in the MED Protocol area.

**NGAA RAURU KIITAHU DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

**PART 2: PROTOCOLS: MED PROTOCOL**

1.8 This Protocol will affect the Ministry's administration of the Act in the MED Protocol Area.

**2 PURPOSE OF THIS PROTOCOL**

2.1 With the intention of creating a constructive relationship between Ngaa Rauru Kiitahi and the Ministry in relation to mineral resources administered in accordance with the Act in the MED Protocol Area, this MED Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this MED Protocol.

2.2 The Governance Entity will have the opportunity for meaningful input into the policy, planning and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant Minerals Programmes issued under the Act.

**3 PROTOCOL AREA**

3.1 This MED Protocol applies across the MED Protocol Area which means the area identified in the map included in Attachment A of this MED Protocol together with the adjacent waters.

**4 TERMS OF ISSUE**

4.1 This Protocol is issued pursuant to section [ ] of [*insert the name of the Settlement Legislation*] ("the Settlement Legislation") and clause 9.10 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

4.2 This MED Protocol must be read subject to the terms of issue set out in Attachment B.

**5 CONSULTATION**

5.1 The Minister will ensure that the Governance Entity is consulted by the Ministry:

**New minerals programmes in respect of petroleum**

5.1.1 on the preparation of new minerals programmes in respect of petroleum which relate, whether wholly or in part, to the MED Protocol Area;

**Petroleum exploration permit block offers**

5.1.2 on the planning of any proposed petroleum exploration permit block offer, which relates, whether wholly or in part, to the MED Protocol Area;

**Other petroleum exploration permit applications**

5.1.3 when any application for a petroleum exploration permit is considered, which relates, whether wholly or in part, to the MED Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1.2;



**NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

**PART 2: PROTOCOLS: MED PROTOCOL**

**Amendments to petroleum exploration permits**

- 5.1.4 where any application to amend a petroleum exploration permit, by extending the land or minerals to which the permit relates, is considered, where the application relates, wholly or in part, to the MED Protocol Area;

**New minerals programme in respect of minerals other than petroleum**

- 5.1.5 on the preparation of new minerals programmes in respect of Crown Owned Minerals, other than petroleum, which relate, whether wholly or in part, to the MED Protocol Area;

**Permit block offers for Crown owned minerals other than petroleum**

- 5.1.6 on the planning of a competitive tender allocation of a permit block (being a specific area with defined boundaries available for allocation as a permit in accordance with the Minerals Programme for Coal, and the Minerals Programme for Minerals other than coal and petroleum), which relates, whether wholly or in part, to the MED Protocol Area;

**Other permit applications for Crown owned minerals other than petroleum**

- 5.1.7 when any application for a permit in respect of Crown Owned Minerals other than petroleum is considered, which relates, whether wholly or in part, to the MED Protocol Area;
- 5.1.8 except where the application relates to a competitive tender allocation of a permit block offer over which consultation has already taken place under clause 5.1.6;

**Amendments to permits for Crown owned minerals other than petroleum**

- 5.1.9 when any application to amend a permit in respect of Crown Owned Minerals other than petroleum, by extending the land or minerals covered by an existing permit, is considered; and
- 5.1.10 where the application relates, wholly or in part, to the MED Protocol Area.
- 5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with the Governance Entity, and having regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, particularly as those principles are set out in the relevant minerals programme from time to time, and taking into account the circumstances of each case.

**6 CONSULTATION**

- 6.1 The Crown has an obligation under the Act (as provided for in the minerals programmes) to consult with parties whose interests may be affected by exploration for Crown Owned Minerals. The Crown agrees the Ministry will consult with the Governance Entity in accordance with this Protocol and in accordance with the relevant minerals programme if exploration in the MED Protocol Area may affect the interests of Ngaa Rauru Kiiitahi.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

### PART 2: PROTOCOLS: MED PROTOCOL

- 6.2 The basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 6.2.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters under clause 5 of this Protocol;
  - 6.2.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 5 of this Protocol;
  - 6.2.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process, including the preparation of submissions by the Governance Entity in relation to any of the matters described in clause 5 of this Protocol; and
  - 6.2.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters described in clause 5 of this Protocol.
- 6.3 Where, in response to the Ministry's obligation to consult under clause 5 of this Protocol, the Governance Entity has requested that land from an application or proposed block offer be excluded, or has made other requests affecting the grant of a permit application or an amendment to a permit, the Governance Entity will be informed in writing of the Minister's decision concerning the request(s).
- 6.4 The Ministry will seek to fulfil its obligations under this Protocol by:
- 6.4.1 maintaining information on the Governance Entity's address and contact details as provided from time to time by the Governance Entity;
  - 6.4.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Protocol and of information provided by the Governance Entity concerning the values and practice of Ngaa Raurutanga;
  - 6.4.3 nominating relevant employees to act as contacts with the Governance Entity in relation to issues concerning this Protocol;
  - 6.4.4 providing the Governance Entity with the names of the relevant employees who will act as contacts with the Governance Entity in relation to issues concerning this Protocol; and
  - 6.4.5 meeting with or briefing the Governance Entity or its representatives in relation to issues concerning this Protocol at least annually.
- 7 CHANGES TO POLICY AFFECTING THIS PROTOCOL**
- 7.1 If the Ministry consults with Maori generally on policy development or any proposed legislative amendment to the Act which impacts upon this Protocol, the Ministry will:

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

**PART 2: PROTOCOLS: MED PROTOCOL**

- 7.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which Maori generally will be consulted;
- 7.1.2 make available to the Governance Entity the information provided to Maori as part of the consultation process referred to in this clause; and
- 7.1.3 report to the Governance Entity on the outcome of any such consultation.

**8 DEFINITIONS**

8.1 In this Protocol:

**Act** means the Crown Minerals Act 1991;

**Crown** means Her Majesty the Queen in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

**Crown Owned Mineral** means any mineral (as defined below) that is the property of the Crown in accordance with section 10 and 11 of the Act or over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964;

**Governance Entity** means *[Insert name and description]*;

**Mineral** means any naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water and includes all metallic minerals, non-metallic minerals, fuel minerals (including coal and petroleum), precious stones, industrial rocks and building stones within the meaning of the Act and a prescribed substance within the meaning of the Atomic Energy Act 1945;

**Minister** means the Minister of Energy;

**Ministry** means the Ministry of Economic Development;

**Ngaa Rauru Kiitahi** has the meaning set out in clause 1.5 of the Deed of Settlement;

**Petroleum** means:

- (a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid or solid state; or
- (b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid or solid state; or
- (c) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid or solid state and one or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide,

and, except in sections 10 and 11 of the Act, includes any petroleum as so defined which has been mined or otherwise recovered but which has been returned to a natural reservoir for storage purposes in the same or an adjacent area; and



**NGAA RAURU KIITAHU DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

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**PART 2: PROTOCOLS: MED PROTOCOL**

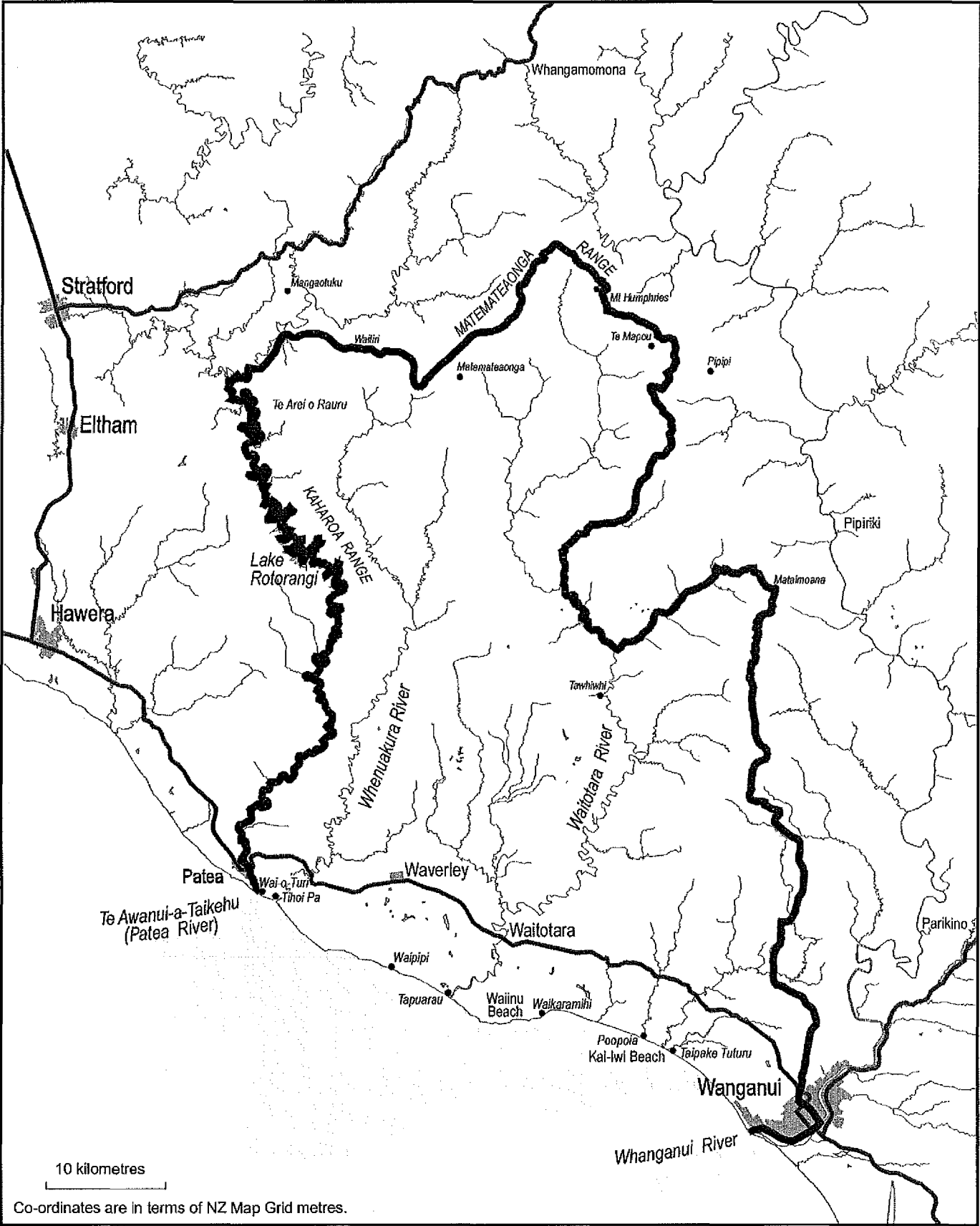
**ATTACHMENT A**

**MED PROTOCOL AREA**

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**MED PROTOCOL AREA  
FOR NGA A RAURU KIITAHĪ**



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**ATTACHMENT B**

**TERMS OF ISSUE**

This Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. These provisions are set out below.

**1 Provisions of the Deed of Settlement relating to this Protocol**

1.1 The Deed of Settlement provides that:

1.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (clause 9.17); and

1.1.2 this Protocol does not restrict the ability of the Crown to interact or consult with any person the Crown considers appropriate including any iwi, hapuu, marae, whanau, or other representative of tangata whenua (clause 9.18); and

1.1.3 this Protocol:

(a) is consistent with section 4 of the Crown Minerals Act 1991;

(b) does not override or diminish:

(i) the requirements of that Act;

(ii) the functions and powers of the Minister of Energy, or the Ministry of Economic Development, under that Act; or

(iii) the rights of Ngaa Rauru Kiitahi, or a Representative Entity, under that Act (clause 9.12).

1.2 Representative Entity has the same meaning in clause 1.1.3 of these terms of issue as it has in clause 1.10 of the Deed of Settlement.

**2 Authority to issue, amend or cancel Protocols**

2.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.1 to 9.16.3 of the Deed of Settlement.]*

**3 Protocols subject to rights and obligations**

3.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clause 9.16.4 of the Deed of Settlement.]*

**4 Noting of Protocol**

4.1 Section [ ] of the Settlement Legislation provides that:

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

**PART 2: PROTOCOLS: MED PROTOCOL**

*[Quote the section of the Settlement Legislation included in accordance with clauses 9.11.1 and 9.11.2 of the Deed of Settlement.]*

**5 Enforcement of Protocol**

5.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.5 to 9.16.7 of the Deed of Settlement.]*

**6 Limitation of rights**

6.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clause 9.11.3 of the Deed of Settlement.]*

15



**ANTIQUITIES PROTOCOL**

**(Clause 9.13)**

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NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

PART 2: PROTOCOLS: ANTIQUITIES PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH NGAA RAURU KIITAHI ON ANTIQUITIES MATTERS**

1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated [ ] between Ngaa Rauru Kiitahi and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "Minister") would issue a protocol (the "Antiquities Protocol") setting out how the Minister and the Ministry for Culture and Heritage (the "Ministry") will interact with the Ngaa Rauru Kiitahi Governance Entity (the "Governance Entity") on matters specified in the Antiquities Protocol. These matters are:
- 1.1.1 newly found Artifacts;
  - 1.1.2 the export of Artifacts; and
  - 1.1.3 the Antiquities Act 1975 as amended or substituted (the "Act").
- 1.2 The Minister and Chief Executive of the Ministry (the "Chief Executive"), or other such persons acting in those capacities and Ngaa Rauru Kiitahi are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles which enhances the ability of Ngaa Rauru Kiitahi to exercise Ngaa Raurutanga. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Antiquities Protocol, as set out in this Antiquities Protocol.
- 1.3 Ngaa Raurutanga is the term used by Ngaa Rauru Kiitahi to describe the values, rights and responsibilities that Ngaa Rauru Kiitahi holds according to custom, including those values, rights and responsibilities recognised by Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.4 Ngaa Rauru Kiitahi has an interest in relation to the preservation, protection and management of its Artifacts through Ngaa Raurutanga and kaitiakitanga. This derives from the status of Ngaa Rauru Kiitahi as tangata whenua in the Antiquities Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.5 Ngaa Rauru Kiitahi describes its association with the land as inclusive of Mana Atua (its spiritual and cultural connections to the land), Mana Whenua (its land as an economic base) and Mana Tangata (its social organisation on the land). Those concepts are reinforced for Ngaa Rauru Kiitahi in its whakapapa which has origins in Io Matua Kore (Mana Atua), Kahui Rere/Kahui Maunga, and Aotea Waka (Mana Tangata).

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

### PART 2: PROTOCOLS: ANTIQUITIES PROTOCOL

1.6 The Minister and Chief Executive have certain functions, powers and duties in terms of the Act. In exercising such functions, powers and duties, the Minister and Chief Executive will provide the Governance Entity with the opportunity for meaningful input in the policy and decision-making processes as set out in this Protocol.

#### 2. PROTOCOL AREA

2.1 This Antiquities Protocol applies across the Antiquities Protocol Area, which means the area identified in the map included in Attachment A together with the adjacent waters.

#### 3. TERMS OF ISSUE

3.1 This Protocol is issued pursuant to section [ ] of the [*insert the name of the Settlement Legislation*] and clause 9.13 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

#### 4. THE ROLE OF THE CHIEF EXECUTIVE UNDER THIS PROTOCOL

4.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the Governance Entity within the limits of the Act. The Chief Executive will:

4.1.1 provide the Governance Entity on request with information (including information on any Artifact identified as being of Ngaa Rauru Kiiitahi origin, including items found within the Antiquities Protocol Area or found anywhere else in New Zealand) in accordance with the Official Information Act 1982;

4.1.2 notify the Governance Entity in writing of any registered Artifact found within the Antiquities Protocol Area and of any registered Artifacts identified as being of Ngaa Rauru Kiiitahi origin found anywhere else in New Zealand from the date of signing this Protocol;

4.1.3 notify the Governance Entity of its right to apply to the Maori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Artifact, or for any right, title, estate, or interest in any Artifact found within the Antiquities Protocol Area or identified as being of Ngaa Rauru Kiiitahi origin found anywhere else in New Zealand;

4.1.4 notify the Governance Entity of any application to the Maori Land Court from other persons or entities for determination of the actual or traditional ownership, rightful possession or custody of any Artifact, or for any right, title, estate, or interest in any Artifact found within the Antiquities Protocol Area or identified as being of Ngaa Rauru Kiiitahi origin found anywhere else in New Zealand;

4.1.5 if no application is made to the Maori Land Court by the Governance Entity or any other persons:

(a) consult the Governance Entity before a decision is made on who may have custody of an Artifact found within the Antiquities Protocol Area

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

### PART 2: PROTOCOLS: ANTIQUITIES PROTOCOL

or identified as being of Ngaa Rauru Kiitahi origin found anywhere else in New Zealand;

- (b) notify the Governance Entity in writing of the decision made by the Chief Executive on the custody of an Artifact where the Governance Entity has been consulted; and
- (c) consult the Governance Entity where there are requests from persons for the custody of Artifacts found within the Antiquities Protocol Area or identified as being of Ngaa Rauru Kiitahi origin found anywhere else in New Zealand;

4.1.6 seek from the Governance Entity an expert opinion on any Artifacts of Ngaa Rauru Kiitahi origin for which a person has applied to the Chief Executive for permission to export from New Zealand; and

4.1.7 notify the Governance Entity in writing of the decision made by the Chief Executive on an application to export an Artifact where the expert opinion was sought from the Governance Entity.

4.2 The Chief Executive will also:

4.2.1 discuss with the Governance Entity concerns and issues notified by the Governance Entity about the Antiquities Legislation;

4.2.3 review the implementation of this Protocol biennially unless otherwise mutually agreed in writing by the Chief Executive and the Governance Entity; and

4.2.3 as far as reasonably practicable ensure relevant employees within the Ministry are aware of the purpose, content and implications of this Protocol and of information provided by the Governance Entity concerning the values and practice of Ngaa Raurutanga.

### 5. THE ROLE OF THE MINISTER UNDER THIS PROTOCOL

5.1 The Minister has functions, powers and duties under the Act and will consult, notify and provide information to the Governance Entity within the limits of the Act. The Minister will consult with the Governance Entity where a person appeals the decision of the Chief Executive to:

5.1.1 refuse permission to remove any Artifact, or Artifacts, from New Zealand; or

5.1.2 impose conditions on an approval to export any Artifact, or Artifacts, from New Zealand,

in the circumstances where the Governance Entity was originally asked for an expert opinion by the Chief Executive.

5.2 The Ministry will notify the Governance Entity in writing of the Minister's decision on an appeal in relation to an application to export an Artifact where an expert opinion was sought from the Governance Entity.

NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE

PART 2: PROTOCOLS: ANTIQUITIES PROTOCOL

6. **CONSULTATION**

- 6.1 Where the Ministry is required to consult under clauses 4.1.5 and 5.1 of this Protocol, the basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 6.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
  - 6.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
  - 6.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and
  - 6.1.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters that are the subject of the consultation.

7. **CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**

- 7.1 If the Ministry consults with Maori generally on policy development or any proposed legislative amendment to the Antiquities Legislation that impacts upon this Protocol, the Ministry shall:
- 7.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which Maori generally will be consulted;
  - 7.1.2 make available to the Governance Entity the information provided to Maori as part of the consultation process referred to in this clause; and
  - 7.1.3 report back to the Governance Entity on the outcome of any such consultation.

8. **DEFINITIONS**

- 8.1 In this Protocol:

**Antiquities Legislation** means the Antiquities Act 1975 and any amendment or substitution thereof;

**Crown** means Her Majesty the Queen in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

**Governance Entity** means *[Insert name and description]*;

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

---

**PART 2: PROTOCOLS: ANTIQUITIES PROTOCOL**

**Ngaa Rauru Kiitahi** has the meaning set out in clause 1.5 of the Deed of Settlement;  
and

**Protocol** means a statement in writing, issued by the Crown through the Minister to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Antiquities Protocol.

8.2 Other terms used in this Protocol are defined in Attachment C.



**NGAA RAURU KIITAHU DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

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**PART 2: PROTOCOLS: ANTIQUITIES PROTOCOL**

**ATTACHMENT A**

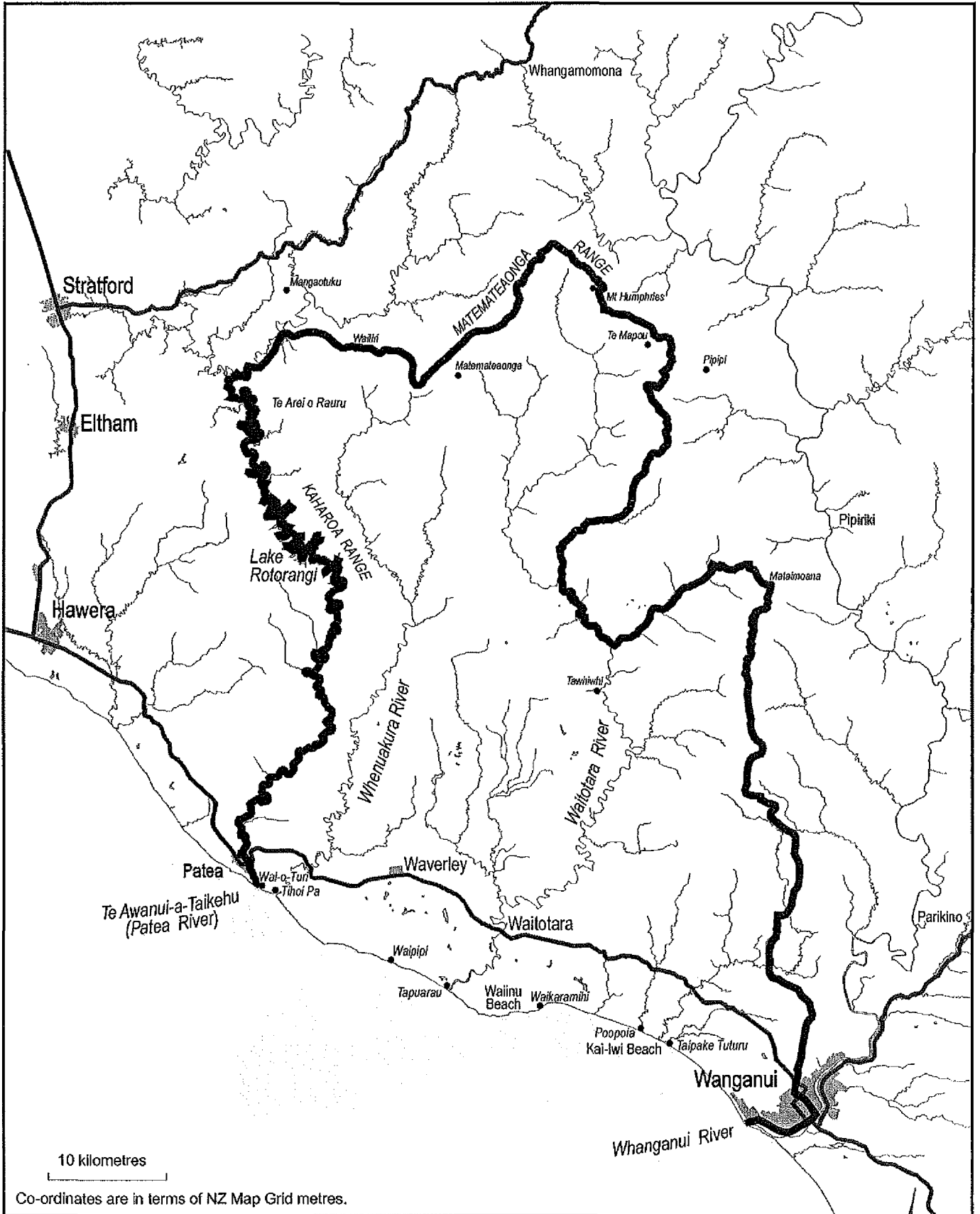
**ANTIQUITIES PROTOCOL AREA**

*(The map follows this page.)*





# ANTIQUITIES PROTOCOL AREA FOR NGA A RAURU KIITAHĪ



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**NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

**PART 2: PROTOCOLS: ANTIQUITIES PROTOCOL**

**ATTACHMENT B**

**TERMS OF ISSUE**

This Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. These provisions are set out below.

**1 Provisions of the Deed of Settlement relating to this Protocol**

1.1 The Deed of Settlement provides that:

1.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (clause 9.17); and

1.1.2 this Protocol does not restrict the ability of the Crown to interact or consult with any person the Crown considers appropriate including any iwi, hapuu, marae, whanau, or other representative of tangata whenua (clause 9.18); and

1.1.3 this Protocol does not override or diminish:

(a) the requirements of the Antiquities Act 1975;

(b) the functions and powers of the Minister for Arts, Culture and Heritage, or the Ministry for Culture and Heritage, under that Act; or

(c) the rights of Ngaa Rauru Kiitahi, or a Representative Entity, under that Act (clause 9.15).

1.2 Representative Entity has the same meaning in clause 1.1.3 of these terms of issue as it has in clause 1.10 of the Deed of Settlement.

**2 Authority to issue, amend or cancel Protocols**

2.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.1 to 9.16.3 of the Deed of Settlement.]*

**3 Protocols subject to rights and obligations**

3.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clause 9.16.4 of the Deed of Settlement.]*

**4 Enforcement of Protocol**

4.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses 9.16.5 to 9.16.7 of the Deed of Settlement.]*

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

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**PART 2: PROTOCOLS: ANTIQUITIES PROTOCOL**

**5 Limitation of rights**

5.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clause 9.14 of the Deed of Settlement.]*



PART 2: PROTOCOLS: ANTIQUITIES PROTOCOL

ATTACHMENT C

OTHER DEFINITIONS

In this Protocol:

**Antiquity** has the same meaning as in section 2 of the Antiquities Act 1975, being:

- (a) Any chattel of any kind whatsoever, not being a chattel to which any of paragraphs (b) to (h) of this definition applies which:
  - (i) is of national, historical, scientific, or artistic importance; and
  - (ii) relate to the European discovery, settlement, or development of New Zealand; and
  - (iii) is, or appears to be, more than 60 years old.
- (b) Any artifact;
- (c) Any book, diary, letter, document, paper, record, or other written matter (whether in manuscript or printed form), photographic negative or print, film, printed reproduction of any picture, or sound recording:
  - (i) which relates to New Zealand and is of national, historical, scientific, artistic, or literary importance; and
  - (ii) which is more than 60 years old; and
  - (iii) of which, in the case of a book first printed and published in New Zealand, no copy is in the custody of the National Library of New Zealand;
- (d) Any work of art which relates to New Zealand, is more than 60 years old, and is of national, historical, or artistic value or importance;
- (e) Any type specimen of any animal, plant, or mineral existing or formerly existing in New Zealand;
- (f) Any meteorite or part of a meteorite recovered in New Zealand;
- (g) Any bones, feathers, or other parts or the eggs of the Moa or other species of animals, birds, reptiles, or amphibians native to New Zealand which are generally believed to be extinct; and
- (h) Any ship, boat, or aircraft, or any part of any ship, boat or aircraft, equipment, cargo, or article belonging to any ship, boat, or aircraft in any case where that ship, boat, or aircraft has been, or appears to have been, a wreck in New Zealand, or within the territorial waters of New Zealand, for more than 60 years and that ship, boat, aircraft, equipment, cargo, or article, as the case may be, is of national, historical, scientific, or artistic value or importance.

**Artifact** has the same meaning as in section 2 of the Antiquities Act 1975, being:

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: RELATIONSHIPS SCHEDULE**

**PART 2: PROTOCOLS: ANTIQUITIES PROTOCOL**

Any chattel, carving, object, or thing which relates to the history, art, culture, traditions, or economy of the Maori or other pre-European inhabitants of New Zealand and which was or appears to have been manufactured or modified in New Zealand by any such inhabitant, or brought to New Zealand by an ancestor by any such inhabitant, or used by any such inhabitant, prior to 1902.



**SCHEDULE 2**

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**CULTURAL REDRESS  
SCHEDULE**

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**CONTENTS**

**SCHEDULE 2 : CULTURAL REDRESS SCHEDULE**

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- **EASEMENT TO BE GIVEN BY THE CROWN IN RELATION TO NUKUMARU SITE**
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**PART 1: CULTURAL REDRESS PROPERTIES**

**(Clause 10.1)**

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**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 1: CULTURAL REDRESS PROPERTIES**

Name of Site	Land Description	Encumbrances
Nukumaru Site	Wellington Land District – South Taranaki District 100.00 hectares approximately, being Part Sections 71 and 71A Waitotara District. Part Gazette 1895 page 1249, as shown on SO 314750. Together with any part or parts of the road stopped under clause 10.2.2 between points “X” and “Y” as shown on SO 314750 that are above the mark of mean high water springs of the sea. (Subject to survey.) (For the avoidance of doubt, some of this area is referred to in Gazette 1895, page 457, as being in the Wairoa Survey District.)	Subject to: <ul style="list-style-type: none"> <li>• Unregistered grazing lease to David Vater Pearce and John Vater Pearce for 21 years from 1 April 1994;</li> <li>• Two unregistered grazing leases to Harvey Emerson Wilson for 21 years from 1 April 1994;</li> <li>• Together with a right of way easement as referred to in clause 10.3.</li> </ul>
Puau Site	Wellington Land District – South Taranaki District 4.4110 hectares more or less, being Section 8, Block I, Nukumaru Survey District. Part Proclamation 5006, as shown on SO 314749.	<ul style="list-style-type: none"> <li>• Subject to an informal grazing right of John Keith Belton.</li> </ul>
Waiinu Beach Site	Wellington Land District – South Taranaki District 4.7260 hectares approximately, being Part Section 97 Waitotara District. Part Gazette Notice B059352.1. (Subject to survey.) 1858 square metres more or less being Section 12 SO 34844 (part Gazette Notice B059352.3), as shown on SO 314748.	<ul style="list-style-type: none"> <li>• Subject to an informal grazing right of David Vater Pearce and John Vater Pearce.</li> </ul>
Bed of Lake Moumahaki	Wellington Land District – South Taranaki District 28 hectares approximately being the bed of Lake Moumahaki. Part Gazette 1865 page 266 as shown “A” on SO 322628. (Subject to survey.)	
Rehu Village Site	Taranaki Land District – South Taranaki District 9105 square metres more or less being Section 7 Rehu Village. Part Gazette 1951 page 1824 and 4440 square metres approximately being Part Sections 8 and 9	<ul style="list-style-type: none"> <li>• Subject to an easement for water storage and release in favour of Trustpower Limited referred to in clause 10.8.4.</li> </ul>

**NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 1: CULTURAL REDRESS PROPERTIES**

Name of Site	Land Description	Encumbrances
	<p>Rehu Village. Part Gazette 1877 page 733, as shown "A" on SO 314751. (Subject to survey.)</p>	
	<p>3.1429 hectares approximately being Part Sections 9, 10 and 11 and Sections 12 and 13 Rehu Village. Part Gazette 1877 page 733, as shown "B" on SO 314751. (Subject to survey.)</p> <p>2681 square metres approximately being Part Section 3 Rehu Village. Part Gazette 1935 page 627 and 2.4182 hectares approximately being Part Section 4 and Sections 5 and 6 Rehu Village. Part Gazette 1877 page 733, as shown "C" on SO 314751. (Subject to survey.)</p>	

**EASEMENT TO BE GIVEN  
BY THE CROWN  
IN RELATION TO NUKUMARU SITE**

**(Clause 10.3)**



**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 1: CULTURAL REDRESS PROPERTIES: NUKUMARU EASEMENT**

**HER MAJESTY THE QUEEN**

***[THE GOVERNANCE ENTITY]***

---

**DEED GRANTING A RIGHT OF WAY OVER PART OF  
THE NUKUMARU RECREATION RESERVE**

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**NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 1: CULTURAL REDRESS PROPERTIES: NUKUMARU EASEMENT**

**THIS DEED** is made

**BETWEEN**

**HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (**Grantor**)

**AND**

**[THE GOVERNANCE ENTITY]** (the **Grantee**)

**BACKGROUND**

- A. The Grantee wishes to enter upon and cross the Grantor's Land for the purpose of gaining access to and egress from the Grantee's Land.
- B. The Grantor has agreed to allow the Grantee to enter upon and cross the Grantor's Land, for the purposes of enabling the Grantee to gain access to and egress from the Grantee's Land on the terms and conditions set out in this Deed.

**TERMS OF THIS DEED**

**1 Grant Right of Access**

- 1.1 Under clause 10.3 of the Deed of Settlement dated [ ] between the Grantor and Ngaa Rauru Kiiitahi (the "Deed of Settlement") and section [ ] of [*Insert the name of the Settlement Legislation*] the Grantor grants to the Grantee a right of way over the Easement Area being part of Sections 94, 95 and 151 of the Waitotara District (as defined by survey plan), together with the rights and powers set out in Schedule 4 of the Land Transfer Regulations 2002, except to the extent that they are modified or negated by the terms or conditions set out in this Deed, to the intent that the right of way shall be forever appurtenant to the Grantee's Land. The rights set out in Schedule 9 to the Property Law Act 1952 are excluded from this Deed.
- 1.2 Despite anything else to the contrary in this Deed, the right of way granted to the Grantee under this Deed:
  - 1.2.1 over Section 151 Waitotara District commences with immediate effect; and
  - 1.2.2 over Sections 94 and 95 Waitotara District commences with effect from the expiry or termination of the grazing leases to Harvey Emerson Wilson referred to in the legal description of the "Nukumaru Site" in Part 1 of the Cultural Redress Schedule to the Deed of Settlement.

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 1: CULTURAL REDRESS PROPERTIES: NUKUMARU EASEMENT**

**2 Express Rights and Powers**

- 2.1 The Grantee has the right to pass and re-pass at all times, with or without vehicles, along the Easement Area to give the Grantee access to the Grantee's Land.
- 2.2 Subject to clauses 2.3–2.5, the Grantee has the right, at the cost of the Grantee, to repair, maintain and upgrade the track on the Easement Area.
- 2.3 The Grantee must obtain the Grantor's prior written consent before carrying out any repair, maintenance or upgrade to the track on the Easement Area. The Grantor's consent must not be unreasonably withheld or delayed. The Grantee must comply with any conditions of the Grantor's consent.
- 2.4 The Grantee acknowledges that any repair, maintenance or upgrade to the track on the Easement Area must not encroach on the Grantor's Land outside the Easement Area unless the prior written consent of the Grantor is obtained. The Grantee must comply with any conditions of the Grantor's consent.
- 2.5 On completion of any repair, maintenance or upgrade to this track on the Easement Area, the Grantee must immediately make good any damage done to the Grantor's Land by restoring the Grantor's Land outside the Easement Area as nearly as possible to its former condition.
- 2.6 The Grantor is not liable to make any contribution to any repair, maintenance or upgrade by the Grantee of the track on the Easement Area.
- 2.7 The Grantee acknowledges that, despite this Deed:
- 2.7.1 the Grantor retains full and unrestricted rights to grant other rights and interests in respect of the Grantor's Land and the Easement Area, including grazing licences; and
- 2.7.2 for as long as the Grantor's Land remains subject to the Reserves Act 1977, the Grantor and members of the public have full and unencumbered access to pass and re-pass at all times across and along the Easement Area.

**3 Severability**

- 3.1 If any part of this Deed is held by any court to be illegal, void, or unenforceable, that determination does not impair the enforceability of the remaining parts of this Deed which remain in full force.

**4 Delegation**

- 4.1 All rights, benefits and obligations of a party to this Deed arising under this Deed may be exercised by a person duly appointed by that party provided that the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Deed.

Handwritten signature or initials in the bottom right corner of the page.

NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: CULTURAL REDRESS PROPERTIES: NUKUMARU EASEMENT

5 Notices

- 5.1 Notices to a party to this Deed may be given in the same manner as under clause 17.10 of the Deed of Settlement.
- 5.2 The Grantee's address for notices under this clause is as follows:

*[Insert the Grantee's address.]*

6 Definitions and Interpretation

- 6.1 In this Deed unless the context otherwise requires:

"Deed" means this deed;

"Easement Area" means that part of the Grantor's Land over which the right of way under this Deed is granted as defined by survey plan *[insert survey plan number]*;

"Grantee" also includes the registered proprietor of the Grantee's Land and any licensee, lessee, employee, agent, contractor, invitee, successor or assignee of the Grantee;

"Grantee's Land" means *[insert details of Nukumarū Site once survey is completed]*;

"Grantor" also includes any other owners from time to time of the Grantor's Land; and

"Grantor's Land" means Sections 94, 95 and 151 of the Waitotara District.

- 6.2 In the interpretation of this Deed, unless the context otherwise requires:

6.2.1 the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Deed;

6.2.2 references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and

6.2.3 the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: CULTURAL REDRESS PROPERTIES: NUKUMARU EASEMENT

SIGNED as a Deed on [date]

SIGNED for and behalf of **HER MAJESTY THE QUEEN** in right of New Zealand, as Grantor, by the Conservator for the Wanganui Conservancy acting for the Minister of Conservation under delegated authority in accordance with sections 57 & 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988.

\_\_\_\_\_  
Signature of Conservator for the Wanganui Conservancy [insert name]

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
City/town of residence

SIGNED for and behalf of the Grantee, [INSERT THE GOVERNANCE ENTITY] by [to be inserted]

\_\_\_\_\_  
Signature of [insert name]

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
City/town of residence



**EASEMENT TO BE GIVEN  
BY THE APPROVED TRANSFEREE IN FAVOUR OF  
TRUSTPOWER LIMITED  
OVER REHU VILLAGE SITE**

**(Clauses 10.7.2 and 10.8.4)**

**NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 1: CULTURAL REDRESS PROPERTIES: REHU VILLAGE SITE EASEMENT**

**Easement instrument to grant easement or *profit á pendre*, or create land covenant**

*Sections 90A and 90F, Land Transfer Act 1952*

Land registration district

**TARANAKI**

Grantor *Surname(s) must be underlined or in CAPITALS.*

**[THE REHU VILLAGE ENTITY] together with its successors or assigns**

Grantor *Surname(s) must be underlined or in CAPITALS.*

**TRUSTPOWER LIMITED together with its successors or assigns**

**Grant\* of easement or *profit á pendre* or creation or covenant**

**The Grantor**, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) á pendre* set out in Schedule A, or **creates** the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this                      day of                      2003

**Attestation**

	<p align="center"><b>Signed in my presence by the Grantor</b></p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p><b>Witness name</b></p> <p><b>Occupation</b></p> <p><b>Address</b></p>
<b>Signature [common seal] of Grantor</b>	

	<p align="center"><b>Signed in my presence by the Grantee</b></p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p><b>Witness name</b></p> <p><b>Occupation</b></p> <p><b>Address</b></p>
<b>Signature [common seal] of Grantee</b>	

**Certified correct for the purposes of the Land Transfer Act 1952.**

\_\_\_\_\_

[Solicitor for] the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used.

**NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 1: CULTURAL REDRESS PROPERTIES: REHU VILLAGE SITE EASEMENT**

**Annexure Schedule 1**

Easement instrument

Dated

Page 1 of 9 pages

**Schedule A**

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right to store and Discharge water			

**Easements or profits á pendre rights and powers (including terms, covenants, and conditions)**

*Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.*

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~[varied]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~

~~[the provisions set out in Annexure Schedule 2].~~

**Covenant provisions**

*Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.*

The provisions apply to the specified covenants are those set out in:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~

~~[Annexure Schedule 2].~~

**All signing parties and either their witnesses or solicitors must sign or initial in this box**

NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: CULTURAL REDRESS PROPERTIES: REHU VILLAGE SITE EASEMENT

Annexure Schedule

Easement

Dated

Page 2 of 9 pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Estate or Interests to be created"

**BACKGROUND**

The Grantee is the Registered Proprietor of all the land in Certificate of Title [ ] ("Dominant Tenement").

The Grantor is the Registered Proprietor of all of the land in Certificate of Title [insert new title reference] ("Servient Tenement").

**IT IS AGREED**

The Grantee as owner of the Dominant Tenement shall have the following rights in respect of the land described as "[ ] on survey office plan [ ] ("Easement Land") being forever appurtenant to the Dominant Land:

- A. To store and retain water from time to time on or about the Easement Land;
- B. To maintain the Easement Land in such a manner fit to store and retain water;
- C. When required to discharge from time to time water in on to the bed of a natural waterway that is, or forms part of, and from the Easement Land in such quantities as the Grantee shall determine; and
- D. To access the Easement Land, with or without vehicles, plant and equipment for the purposes of exercising any of the rights granted by this Easement,

on the terms and conditions contained in this Easement.

**Water Levels**

- 1. The water may be stored and retained on or about the Easement Land up to the maximum operating level of 78.4 metres above mean sea level and a minimum operating level of 74 metres above mean sea level in accordance with the resource consents or other statutory or regulatory consents or approvals held by the Grantee at the date of this Easement. In the event of an unusually heavy rainfall or unusually heavy inflow of water or any other event beyond the reasonable control of the Grantee which impacts on the water levels on or about the Easement Land then the Grantee may store and retain water on or about the Easement Land up to the designed flood level of the dams or structures in respect of which the Grantee is exercising its rights under this Easement ("the Dams or Structures") but always in accordance with the resource consents or other statutory or regulatory consents or approvals held by the Grantee at the date of this Easement. If lawfully directed or requested to do so by a civil defence authority

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: CULTURAL REDRESS PROPERTIES: REHU VILLAGE SITE EASEMENT

Easement

Dated

Page 3 of 9 pages

*(Continue in additional Annexure Schedule, if required.)*

or if required in any other case beyond the reasonable control of the Grantee then the storage of water may be beyond the designed flood level of the Dams or Structures. Except in the case of emergency, whenever the Grantee stores and retains water above the maximum operating level, prior written consent must be obtained from the Grantor.

**Discharge of Water**

2. Where the Easement Land or any part of it forms the bed of a natural waterway the Grantee shall have the right to from time to time discharge water into that waterway in accordance with resource consents or other statutory or regulatory consents or approvals held by the Grantee from time to time. If lawfully directed or requested to do so by a civil defence authority or if required in any other case beyond the reasonable control of the Grantee then the discharge of water into that waterway or to the Easement Land may be made beyond the levels authorised by such consents or approvals. Except in the case of emergency, Act of God, or any other matter outside the reasonable control of the Grantee, whenever the Grantee discharges water into the bed of a natural waterway on the Easement Land in a manner that is inconsistent with the resource consents or other statutory or regulatory consents or approvals held by the Grantee and/or the provisions of this Easement, the Grantee must first obtain the Grantor's prior written consent.

**Access**

3. The Grantee shall have a right of access along such parts of the Easement Land as are allocated for such purpose by the Grantor from time to time with or without vehicles, plant and Equipment for the purpose of allowing the Grantee to exercise any of the rights granted under this Easement, at any time provided that:
- (a) except in the case of emergency no such rights of access will be exercised without the prior written consent of the Grantor; and
  - (b) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising the right of access; and
  - (c) if the Grantee fails within six months after the date when written notice of such damage is provided by the Grantor to the Grantee to reinstate the Easement Land and any improvements thereon (including destroying the surface thereof and replanting vegetation), the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, undertake the necessary work and recover costs for this work from the Grantee.

**If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.**

**Annexure Schedule**

Easement

Dated

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*(Continue in additional Annexure Schedule, if required.)*

**Installation of Equipment**

4. The Grantee may from time to time if it sees fit install and maintain booms and other floating equipment on any lake or reservoir on the Easement Land used for the storage of water and shall have the right to anchor such equipment on the Easement Land. The Grantee may if it sees fit from time to time install and maintain monitoring and measuring equipment, plant and structures, safety devices and similar equipment on the Easement Land ("the Equipment"). Except in the case of emergency, the installation of the Equipment shall not be undertaken without the Grantee first having obtained the written consent of the Grantor. All Equipment existing at the date of this easement shall be deemed to be installed with the Grantor's consent.

**Minimisation of Erosion and Removal of Water or Sediment or Vegetation**

5. (a) The Grantee may from time to time undertake works and/or carry out planting of vegetation on or about the Easement Land with a view to limiting or minimising erosion, land subsidence, land slippage, landslides or flooding. The Grantee shall use reasonable endeavours when carrying out such works and plantings to so far as practicable carry out the same in keeping with the character of the Easement Land and the Grantee shall use reasonable endeavours to reduce erosion, land subsidence, land slippage and landslides on the Easement Land by available practical and economic means as determined by the Grantee in its reasonable opinion.
- (b) The Grantee may from time to time remove from any water on or about the Easement Land or remove from any part of the Easement Land any sediment or other material or any vegetation which in the opinion of the Grantee impedes or is likely to impede the efficient or property on or about the Easement Land and/or redistribute or relocate any such sediment or other material or vegetation on the Easement Land or elsewhere, provided that at all times the Grantee complies with the Resource Management Act or other relevant legislation and any relevant consents held or required to be held by the Grantee.
- (c) In all such cases where work is to be carried out under this clause 5 the Grantee shall (except in the case of an emergency) first have obtained the written consent of the Grantor. Nothing in this clause 5 shall be taken to restrict or hinder the Grantee from raising or lowering the level of water situated from time to time on or about the Easement Land during the course of carrying on from time to time the Grantee's electricity generation business provided that at all times the Grantee complies with the Resource Management Act or other relevant legislation and any relevant consents held or required to be held by the Grantee.

**Repair and Maintenance**

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**Annexure Schedule**

NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: CULTURAL REDRESS PROPERTIES: REHU VILLAGE SITE EASEMENT

Easement

Dated

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*(Continue in additional Annexure Schedule, if required.)*

6. The Grantee shall repair and maintain the Equipment, at its cost in all things, so as to keep the Equipment in good order, condition and repair and to prevent the Equipment from becoming a danger or nuisance.

**Depositing of Sediment**

7. Subject to compliance with the Resource Management Act and any resource consent or other consent authority or other relevant legislation the Grantee may from time to time deposit sediment or other material on or about the Easement Land **PROVIDED THAT** where the appearance or use of the Easement Land is or may be thereby adversely effected by the deposit of such sediment or other material, as agreed by both parties in consultation with each other, the Grantee shall carry out reasonable retention work and/or landscaping of the affected area in a manner approved by the Grantor.

**Temporary Exclusion of Entry by Persons during Emergency**

8. The Grantee may from time to time temporarily exclude entry by any persons to all or any parts of the Easement Land if it considers that there is an emergency situation involving public safety in the operation or security of electricity generation. In cases where there is no emergency the Grantee may also from time to time, with the Grantor's prior written consent, temporarily or permanently exclude persons from all or any parts of the Easement Land. Where entry is excluded the Grantor will not authorise or permit entry on the Easement Land, except after giving notice to the Grantee and for the purpose of inspecting the condition of the Easement Land or doing any act required to be done by it under this Easement.

**Erection of Notice etc**

9. The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right to erect fences, barriers and signs and notices warning of any danger. The Grantee must obtain the Grantor's prior written consent before taking any such measures.

**Grantor's Consent**

10. In all cases where the prior written consent or approval of the Grantor is required under this Easement such consent shall not be unreasonably withheld, or granted upon unreasonable conditions.

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or solicitors must sign or Initial in this box.

NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 1: CULTURAL REDRESS PROPERTIES: REHU VILLAGE SITE EASEMENT

Annexure Schedule

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(Continue in additional Annexure Schedule, if required.)

**Application for Resource Consents [This clause yet to be agreed]**

11. (a) The Grantee shall be entitled from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this Easement in the same manner as if it were a registered proprietor of the Easement Land provided that it shall at the time of making the relevant application forward a copy to the Grantor and the Grantor shall provide, upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of co-operation. Where any relevant application would not grant, if successful, to the Grantee any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this Easement then the Grantor shall be obliged to not lodge any objection to such application.
- (b) Notwithstanding the provisions of clause 11(a) the Grantee will not be entitled to apply for resource consents and any other statutory consents as if it were the registered proprietor of the Easement Land if those resource consents or statutory consents relate to increasing the maximum operating levels for the storage of water on the Easement Land or relate to decreasing the minimum operating levels for storage of water on the Easement Land or relate to the extension or renewal of the Grantee's previously held resource consents or statutory consents after they lapse, expire or become reviewable. In such a situation the Grantee shall apply for the necessary resource consents and other statutory consents in its own right and the Grantor will be entitled to participate in the resource consent or statutory consent process as an independent party, and in particular, may object to the granting of those consents.

**Equipment Property of Grantee**

12. The Equipment constructed or installed by the Grantee on the Easement Land shall remain the property of the Grantee and may at any time be removed by it **PROVIDED THAT** any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six months after the date when written notice of such damage is provided to the Grantee it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

**Minimisation of Disruption**

13. The Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the enjoyment of the Easement Land by the Grantor although the Grantor accepts that this provision shall not prevent, restrict or hinder the Grantee from carrying out its electricity generation business in a normal manner consistent with the rights granted to it in this Easement.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 1: CULTURAL REDRESS PROPERTIES: REHU VILLAGE SITE EASEMENT**

Easement

Dated

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*(Continue in additional Annexure Schedule, if required.)*

**No Fencing Required**

14. The Grantee shall not be required to fence any of the Easement Land unless it is required by law, a condition of a resource consent or as a condition required by the Grantor when granting any consent under this Easement where such a condition would be reasonable. If the Grantee is required to fence any of the Easement Land the Grantee shall first consult and agree with the Grantor as to the form, materials and location of such fencing.

**Surrender of Easement**

15. The Grantee shall be entitled at any time to surrender at its own cost all of the interest granted to it pursuant to this Easement. The Grantor shall execute any easement instrument to surrender easement (or similar document) in a form acceptable to the Grantor upon request by the Grantee.

**Dispute Resolution**

16. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).
- (b) In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

**Notices**

17. All notices and communications under this Easement shall be deemed to have been received when delivered personally, sent by prepaid post or by facsimile to such address as either party shall notify to the other from time to time.

**Grantor not to interfere with Grantee's Rights**

18. The Grantor shall not at any time, do, permit or suffer to be done any act whereby the rights granted to the Grantee under this Easement may be interfered with.

**If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.**

**Annexure Schedule**

Easement

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**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 1: CULTURAL REDRESS PROPERTIES: REHU VILLAGE SITE EASEMENT**

*(Continue in additional Annexure Schedule, if required.)*

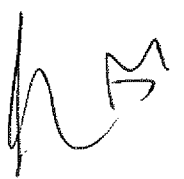
**Grantee not to interfere with Grantor's Rights**

19. The Grantee shall not at any time, do permit or suffer to be done any act whereby the rights of the Grantor may be interfered with.

**Indemnity**

20. (a) The Grantee shall indemnify the Grantor against all actions, suits, proceedings, claims and demands, costs, expenses, damages or loss incurred or suffered by the Grantor, or that may be brought or made against the Grantor as a direct result of the use of the Easement Land by the Grantee (or any person authorised by the Grantee) or the exercise by the Grantee of any of the rights granted by this Easement.
- (b) The Grantor shall indemnify the Grantee against all actions, suits, proceedings, claims and demands costs, expenses, damages or loss incurred or suffered by the Grantee, or that may be brought or made against the Grantee as a direct result of the use of the Easement Land by the Grantor (or any person authorised by the Grantor other than any persons entering on to the Easement Land pursuant to any statutory or regulatory power or authority).

**If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.**



**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 1: CULTURAL REDRESS PROPERTIES: REHU VILLAGE SITE EASEMENT**

**Annexure Schedule**

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*(Continue in additional Annexure Schedule, if required.)*

**INTERPRETATION**

For the purposes of the interpretation or construction of this Easement unless the context permits otherwise or a contrary intention is expressed:

- (a) "Easement" means this easement instrument creating an Easement and includes any Schedule to this Easement;
- (b) A "person" shall include any individual, body corporate, association of persons (whether corporate or not), organisation, trust, territorial authority, a state and agency of a state (in each case, whether or not having separate legal personality);
- (c) "rights" includes authorities, discretions, remedies, powers and things in action;
- (d) "writing" shall include words visibly represented or reproduced;
- (e) Words importing the masculine gender shall include the feminine or neuter gender;
- (f) Words importing the singular shall include the plural and vice versa;
- (g) References to clauses are references to clauses in this Easement and references to parties and Schedules are references to the parties and the Schedules in this Easement unless expressly stated otherwise;
- (h) Any reference in this Easement to any statute, regulation or rule is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute, regulation or rule;
  - (i) Derivations of defined terms have similar meanings; and
  - (j) Headings shall be ignored.

**If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.**

**PART 2: UKAIPO**

**(Clause 11.2)**

*RS*

NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: UKAIPO

UKAIPO SITES

Name	Description
Tapuarau Site	1.00 hectare approximately, being part of the Hawkens Lagoon Conservation Area, as shown A on SO 314752. (Subject to survey.)
Mangawhio Lake Site	0.500 hectares approximately, being part of the Mangawhio Lake Scenic Reserve, as shown A on SO 314755. (Subject to survey.)



PART 2: UKAIPO

TERMS AND CONDITIONS OF UKAIPO ENTITLEMENT

THIS UKAIPO ENTITLEMENT is granted on *[Insert the date]*

PARTIES

*[Insert the name of the Governance Entity]* (the **Governance Entity**);

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the *[Insert the Land Holding Agent]* (the **Crown**).

BACKGROUND

- A. Ngaa Rauru Kiihahi and the Crown are parties to a Deed of Settlement (the **Deed of Settlement**) to settle the historical claims of Ngaa Rauru Kiihahi dated *[Insert the date of the Deed of Settlement]*.
- B. The Deed of Settlement and *[insert the name of the Settlement Legislation]* (the **Settlement Act**) provide for the Crown to grant an Ukaipo Entitlement in this form.

IT IS AGREED as follows:

**1 GRANT OF UKAIPO ENTITLEMENT**

1.1 The Crown grants to the Governance Entity an Ukaipo Entitlement:

- 1.1.1 over *[Insert description of site and attach plans/map]* (the **Ukaipo Site**) being adjacent to *[Insert name of lake/river]* (the **Waterway**); and
- 1.1.2 for the purpose of permitting Ngaa Uki o Ngaa Rauru Kiihahi to occupy the Ukaipo Site temporarily, exclusively and on a non-commercial basis:
  - (a) so as to have access to the Waterway for lawful fishing; and
  - (b) for the lawful gathering of other natural resources in the vicinity of the Ukaipo Site.

PART 2: UKAIPO

**2 TERMS OF UKAIPO ENTITLEMENT**

**Term of Ukaipo Entitlement**

- 2.1 The initial term of this Ukaipo Entitlement is a period of 10 years beginning on the Settlement Date.
- 2.2 This Ukaipo Entitlement must, at the option of the Governance Entity, be renewed for further terms of 10 years each, unless it is terminated under clause 6.

**Period of occupation of Ukaipo Site**

- 2.3 The Governance Entity:
- 2.3.1 may permit Ngaa Uki o Ngaa Rauru Kiitahi to occupy the Ukaipo Site, to the exclusion of other persons, for any period or periods in a calendar year that do not exceed 210 days in total; but
- 2.3.2 must not permit Ngaa Uki o Ngaa Rauru Kiitahi to occupy the Ukaipo Site during the period beginning on 1 May and ending at the close of 15 August.

**Right to erect camping shelters or temporary dwellings**

- 2.4 The Governance Entity:
- 2.4.1 may permit Ngaa Uki o Ngaa Rauru Kiitahi, while occupying the Ukaipo Site, to erect camping shelters or similar temporary dwellings on the Ukaipo Site; but
- 2.4.2 must ensure any camping shelters or temporary dwellings are removed from the Ukaipo Site when those Ngaa Uki o Ngaa Rauru Kiitahi cease to occupy the site.

**Related activities on Ukaipo Site**

- 2.5 The Governance Entity:
- 2.5.1 may, with the written consent of the Land Holding Agent, permit Ngaa Uki o Ngaa Rauru Kiitahi to undertake other activities on the Ukaipo Site that are reasonably necessary for the Ukaipo Entitlement to be used for the purposes set out in clause 1.1.2; and
- 2.5.2 must, when applying for the Land Holding Agent's consent, provide to the Land Holding Agent full details concerning the proposed activities, including:
- (a) the effect of the proposed activities:
- (i) on the Ukaipo Site; and
- (ii) if the Ukaipo Site is held under Conservation Legislation, on the surrounding land and associated flora and fauna; and

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 2: UKAIPO**

- (b) any measures that the Governance Entity proposes to take (if the Land Holding Agent's consent is given) to avoid, remedy, or mitigate adverse effects.
- 2.6 If the Ukaipo Site is held under Conservation Legislation, the Land Holding Agent may, when considering whether to give his or her consent under clause 2.5.1, require that the Governance Entity provide at its expense:
- 2.6.1 an environmental impact report about the proposed activities; and
- 2.6.2 an audit of that report.
- 2.7 The Land Holding Agent's consent under clause 2.5.1:
- 2.7.1 is at his or her complete discretion; and
- 2.7.2 may be subject to any conditions that he or she thinks fit (including, in relation to land held under Conservation Legislation, reasonable conditions to avoid, remedy or mitigate adverse effects of the proposed activities on the Ukaipo Site, surrounding land or associated flora and fauna).
- 2.8 Clause 2.5.1 is subject to clauses 3.4 and 3.5.

**Enforcement of rights**

- 2.9 While Ngaa Uki o Ngaa Rauru Kiiitahi are occupying the Ukaipo Site, the Governance Entity may enforce its rights under this Ukaipo Entitlement against persons who are not parties to the Deed of Settlement as if it owned the Ukaipo Site.
- 2.10 The Crown is not obliged to enforce, on behalf of the Governance Entity, the rights of the Governance Entity under this Ukaipo Entitlement.

**Crown liability**

- 2.11 If the Crown has complied with its obligations under this Ukaipo Entitlement, the Crown is not liable to compensate the Governance Entity (whether on termination of this Ukaipo Entitlement or at another time) for activities undertaken by the Governance Entity on the Ukaipo Site.

**3 OBLIGATIONS IN RELATION TO UKAIPO ENTITLEMENT**

**Condition of land when occupation ceases**

- 3.1 The Governance Entity must ensure that, when Ngaa Uki o Ngaa Rauru Kiiitahi who have been permitted by the Governance Entity to occupy the Ukaipo Site cease to occupy the site, it is left in substantially the same condition as it was when they began occupying the site.
- 3.2 Clause 3.1 does not apply to temporary effects normally associated with occupation of the Ukaipo Site under this Ukaipo Entitlement.



**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 2: UKAIPO**

**Ukaipo Entitlements must not impede public access or official functions**

- 3.3 The grant and exercise of this Ukaipo Entitlement must not:
- 3.3.1 impede access by members of the public along the Waterway; or
  - 3.3.2 prevent agents of the Crown, or persons exercising statutory powers, from undertaking their functions in relation to the Ukaipo Site.

**Compliance with laws, bylaws, and land and water management practice**

- 3.4 The Governance Entity, Ngaa Uki o Ngaa Rauru Kiiitahi permitted to occupy the Ukaipo Site, and activities carried out on the Ukaipo Site by them are subject to the laws, regulations, bylaws and land and water management practices that apply to the Ukaipo Site.
- 3.5 In particular, the Governance Entity is subject to any requirement to apply for resource consents under the Resource Management Act 1991 for activities on the Ukaipo Site.

**Payment of targeted rates**

- 3.6 The Governance Entity must reimburse the person paying the rates for an Ukaipo site for any rates payable under section 9 of the Local Government (Rating) Act 2002 in respect of the Ukaipo Site, in proportion to the period for which the Governance Entity is entitled to occupy the Ukaipo Site under clause 2.3.

**Ukaipo Entitlement may not be assigned**

- 3.7 The Governance Entity may not assign its rights under this Ukaipo Entitlement.

**4 CROWN'S EXERCISE OF RIGHTS IN RELATION TO UKAIPO SITE**

**Carrying out land and water practice management practices**

- 4.1 The Land Holding Agent, in carrying out land and water management practices relating to the Ukaipo Site, must:
- 4.1.1 have regard to this Ukaipo Entitlement;
  - 4.1.2 notify the Governance Entity of an activity that may affect the use by Ngaa Uki o Ngaa Rauru Kiiitahi of the site for the purposes set out in clause 1.1.2; and
  - 4.1.3 avoid unreasonable disruption to the use of the Ukaipo Site by Ngaa Uki o Ngaa Rauru Kiiitahi for the purposes set out in clause 1.1.2.

**Crown's obligations to provide access**

- 4.2 If an event described in clause 4.3 occurs during the term of this Ukaipo Entitlement, the Crown will use reasonable endeavours to ensure that Ngaa Uki o Ngaa Rauru Kiiitahi continue, for the rest of the term, to have the same type of access to the Ukaipo Site that they had before the event occurred.
- 4.3 The events are:

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 2: UKAIPO**

- 4.3.1 the disposal by the Crown of land adjacent to the Ukaipo Site; or
- 4.3.2 a change in the classification or status of land adjacent to the Ukaipo Site.

4.4 The Crown's obligation in clause 4.2 is subject to its obligations under any enactment.

**No restriction on the Crown's right to alienate site**

4.5 The grant and exercise of this Ukaipo Entitlement does not restrict the Crown's right to dispose of the Ukaipo Site, the land adjacent to the site, or the land adjacent to the Waterway.

**5 SUSPENSION OF UKAIPO ENTITLEMENT**

5.1 The Land Holding Agent:

5.1.1 may suspend this Ukaipo Entitlement; but

5.1.2 must not suspend this Ukaipo Entitlement unless he or she:

- (a) consults the Governance Entity;
- (b) has particular regard to its views; and
- (c) considers the suspension is necessary for the management of the Ukaipo Site, having regard to the purposes for which the Ukaipo Site is held by the Land Holding Agent.

5.2 If the Land Holding Agent suspends this Ukaipo Entitlement, the Governance Entity may, after the end of the suspension, permit Ngaa Uki o Ngaa Rauru Kiitahi to occupy the Ukaipo Site for a period equal to the period of the suspension.

5.3 The Governance Entity is not subject to the restriction in clause 2.3.2 when permitting Ngaa Uki o Ngaa Rauru Kiitahi to occupy the Ukaipo Site under clause 5.2.

**6 TERMINATION OF UKAIPO ENTITLEMENT**

**By agreement**

6.1 The Governance Entity and the Crown may terminate this Ukaipo Entitlement by written agreement.

**On the occurrence of certain events**

6.2 The Crown may terminate this Ukaipo Entitlement by giving written notice to the Governance Entity on one or more of the following grounds:

- 6.2.1 the Crown has disposed of the Ukaipo Site;
- 6.2.2 the Ukaipo Site has been destroyed or permanently and detrimentally affected;

**NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 2: UKAIPO**

- 6.2.3 the Ukaipo Site is on reserve land that may be required for the specific purpose for which it is held as a reserve;
- 6.2.4 the Ukaipo Site is an unformed legal road that is to be formed; or
- 6.2.5 despite the Crown's reasonable endeavours, Ngaa Uki o Ngaa Rauru Kiitahi do not have lawful access to the Ukaipo Site following the occurrence of an event described in clause 4.3.
- 6.3 On the termination of an Ukaipo Entitlement under clauses 6.1 or 6.2, the Crown must take all reasonable steps to grant a replacement Ukaipo Entitlement to the Governance Entity.
- 6.4 Clause 6.3 does not apply in relation to an Ukaipo Entitlement if the fee simple estate in the Ukaipo Site is vested in the Governance Entity.
- 6.5 The grant of a replacement Ukaipo Entitlement under clause 6.3 must be over land that complies with clause 11.3 of the Deed of Settlement.
- 6.6 Clauses 6.3, 6.4 and 6.5 survive the termination of this Ukaipo Entitlement.

**Default**

- 6.7 The Crown may terminate this Ukaipo Entitlement by giving written notice to the Governance Entity if:
- 6.7.1 the Governance Entity has defaulted in performing any of its obligations under this Ukaipo Entitlement; and
- 6.7.2 the default is not capable of remedy; or
- 6.7.3 the default is capable of remedy; and
- (a) the Crown has given written notice to the Governance Entity specifying the default and the remedy required; and
- (b) the Governance Entity has not remedied the default as required by the Crown at the end of 41 Business Days after written notice from the Crown.
- 6.8 The Governance Entity may, not earlier than two years after the termination of an Ukaipo Entitlement under clause 6.7, apply to the Minister of Maori Affairs for the grant of a replacement Ukaipo Entitlement over land that complies with clause 11.3 of the Deed of Settlement.
- 6.9 On receipt of an application under clause 6.8, the Crown may, in its discretion, take reasonable steps to grant a replacement Ukaipo Entitlement over land that complies with clause 11.3 of the Deed of Settlement.
- 6.10 Clauses 6.8 and 6.9 survive the termination of this Ukaipo Entitlement.

PART 2: UKAIPO

7 OTHER MATTERS

7.1 Under section [] of the Settlement Act, except as expressly provided in this Ukaipo Entitlement the grant and exercise of this Ukaipo Entitlement does not:

7.1.1 affect the lawful rights or interests of any person; or

7.1.2 grant, create or provide evidence of an estate or interest in, or rights relating to, the Ukaipo Site.

8 INTERPRETATION

**Definitions from the Deed of Settlement and the Settlement Act**

8.1 Unless the context requires otherwise, terms or expressions defined in the Deed of Settlement and the Settlement Act have the same meaning in this Ukaipo Entitlement.

**Other definitions**

8.2 In this Ukaipo Entitlement, unless the context requires otherwise, **Land Holding Agent** means the Minister of Conservation. *[Insert other definitions as required by specific Ukaipo Entitlements.]*

8.3 References in this Ukaipo Entitlement to Ngaa Uki o Ngaa Rauru Kiitahi being permitted to occupy the Ukaipo Site, or occupying the Ukaipo Site, means being permitted to occupy the Ukaipo Site, or occupying it, under this Ukaipo Entitlement.

NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 2: UKAIPO

*[Insert signing provisions for the Governance Entity]*

**WITNESS**

-----  
Name:

Occupation:

Address:

**SIGNED** for and on behalf of  
**HER MAJESTY THE QUEEN**  
in right of New Zealand by

*[Insert the Minister of Conservation except where the Ukaipo Entitlement is granted under clause 11.9.3 or clause 11.10.3 of the Deed of Settlement]*

*[Insert the Land Holding Agent where the Ukaipo Entitlement is granted under clause 11.9.3 of the Deed of Settlement]*

*[Insert the Minister of Maori Affairs and the Land Holding Agent where the Ukaipo Entitlement is granted under clause 11.10.3 of the Deed of Settlement]*

**WITNESS**

-----  
Name:

Occupation:

Address:



**PART 3: DESCRIPTIONS OF STATUTORY AREAS**

**(Clauses 11.14 and 11.23)**

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**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 3: DESCRIPTIONS OF STATUTORY AREAS**

**TABLE 1: STATUTORY AREAS IN RESPECT OF WHICH THE STATUTORY  
ACKNOWLEDGEMENT IS TO BE GIVEN**

<b>Area</b>	<b>Description</b>
Nukumaru Recreation Reserve (the part that remains in Crown ownership after the vesting of the Nukumaru Site in the Governance Entity under clause 10.2.5)	757 hectares approximately, being Sections 63, 66, 94, 95, 98, 99, 141, 145, 146, 150, 151 and 154 and Part Sections 67, 71 and 71A, Waitotara District, Section 11 SO 34844 and Lot 1 DP 52794, as shown on SO 314760.
Coastal Marine Area adjoining the Area of Interest	As shown on SO 314770.
Hawkens Lagoon Conservation Area (to be renamed Tapuarau Conservation Area)	219.6202 hectares approximately, being the Hawkens Lagoon Conservation Area, as shown on SO 314758.
Lake Beds Conservation Area	21.3472 hectares approximately, being the Lake Beds Conservation Area, as shown on SO 314762.
Ototoka Scenic Reserve	1.9579 hectares more or less, being Part Section 1 Block IX Nukumaru Survey District. Balance Computer Freehold Register WN492/259, as shown on SO 314764.
Patea River	That part of the Patea River from its intersection with the boundary of the Egmont National Park to the sea excluding that part of the Patea River between Rawhitiroa Road and the southern boundary of Section 1 SO 12962, as shown on SO 314766.
Whenuakura River	That part of the Whenuakura River from its source in the Matemateaonga Range to the sea, as shown on SO 314767.
Waitotara River	That part of the Waitotara River from its source in the Matemateaonga Range to the sea, as shown on SO 314768.

**NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 3: DESCRIPTIONS OF STATUTORY AREAS**

**TABLE 2: STATUTORY AREAS IN RESPECT OF WHICH A DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION IS TO BE GIVEN**

<b>Area</b>	<b>Description</b>
Hawkens Lagoon Conservation Area (to be renamed Tapuarau Conservation Area)	219.6202 hectares approximately, being the Hawkens Lagoon Conservation Area, as shown on SO 314758.
Lake Beds Conservation Area	21.3472 hectares approximately, being the Lake Beds Conservation Area, as shown on SO 314762.
Patea River	That part of the Patea River from its intersection with the boundary of the Egmont National Park to the sea excluding that part of the Patea River between Rawhitiroa Road and the southern boundary of Section 1 SO 12962, as shown on SO 314766.
Whenuakura River	That part of the Whenuakura River from its source in the Matemateaonga Range to the sea, as shown on SO 314767.
Waitotara River	That part of the Waitotara River from its source in the Matemateaonga Range to the sea, as shown on SO 314768.



NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 3: DESCRIPTIONS OF STATUTORY AREAS

TABLE 3: STATUTORY AREAS IN RESPECT OF WHICH A DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS IS TO BE GIVEN

<b>Area</b>	<b>Description</b>
Patea River	That part of the Patea River from its intersection with the boundary of the Egmont National Park to the sea excluding that part of the Patea River between Rawhitiroa Road and the southern boundary of Section 1 SO 12962, as shown on SO 314766.
Whenuakura River	That part of the Whenuakura River from its source in the Matemateaonga Range to the sea, as shown on SO 314767.
Waitotara River	That part of the Waitotara River from its source in the Matemateaonga Range to the sea, as shown on SO 314768.



**PART 4: STATEMENTS OF ASSOCIATION**

**(Clause 11.14)**



## NGAA RAURU KIITAHİ DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 4: STATEMENTS OF ASSOCIATION

Statutory Area	Description
Nukumarū Recreation Reserve (the part that remains in Crown ownership)	757 hectares approximately, being part of the Nukumarū Recreation Reserve, as shown on SO 314760.

The following Statement of Association by Ngaa Rauru Kiitahi applies to the area known as Nukumarū Recreation Reserve, the general location of which is indicated on SO 314760.

#### Rauru of the Gods, Sky, Lands, and Seas

Ngaa Rauru Kiitahi emanated from the cosmogenic tree of the gods. It came by way of the legion of spirits who were not seen but heard, down through the generations of the Kahui Rere and the genealogies of the 'immediate assembly of elders'. In this respect, Rauru is a progeny of both 'divine and human parentage' and, therefore, so is Ngaa Rauru Kiitahi.

This divine origin is particular to the sacred, mystical and theological insight of the people of Ngaa Rauru Kiitahi. The esoteric nature of these claims is expressed through their own pertinent whakapapa link. It is through a knowledge and awareness of this whakapapa, that one is able to gain a perception of the attitudes of the tribe towards the almighty powers of the celestial realm, the cosmic emanations of the divine beginning, the world and its creation, and the evolution of earth and its people.

Ngaa Rauru Kiitahi makes a direct acclamation by stating its origins from the period of the Absolute Void to Rangi and Papa, to Rauru the man, and Ngaa Rauru Kiitahi the tribe. This claim draws together the spiritual and temporal manifestations of which Rauru is the central figure, it deals specifically with the origins of: the gods, man, vegetation and taonga.

Ngaa Rauru Kiitahi has a spiritual and physical relationship through whakapapa to its Taonga. It is espoused within mana atua, mana whenua, and mana tangata. These Taonga encompass the expanses of Ranginui (sky), the vastness of Tangaroa (sea), and the immensity of Papa-tua-nuku (land), from the Te Awa nui o Taikehu Patea River inland to the Matemateaonga ranges, seaward to the river mouth of Whanganui to our furthest fishing boundaries to the south, Te Moana o Raukawa, and across the western horizon then back inland to Te Awa nui a Taikehu Patea.

Ngaa Raurutanga has been exercised in relation to every Statutory Area in relation to which the Statutory Acknowledgement is provided. These values have been practised in the following ways:

- **Te reo:** Waiata and koorero relating to a Statutory Area is preserved in te reo.
- **Wairuatanga:** The relationship between Ngaa Rauru Kiitahi and a Statutory Area is expressed in waiata, koorero and karakia. Karakia, in particular, has always been used when harvesting kai. Wairua impacts upon the way in which individuals conduct themselves around kai, the harvesting of kai and the tikanga around the eating of kai.
- **Matauranga:** Matauranga was passed on from one generation to another through karakia, wananga and mihimihi. The knowledge that has been passed on includes the history of a

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 4: STATEMENTS OF ASSOCIATION

Statutory Area and conservation methods exercised by Ngaa Rauru Kiitahi as kaitiaki of a Statutory Area.

- **Kaitiakitanga:** Kaitiakitanga has been continuously practised through sustainable land and resource management methods. It was the responsibility of the hapuu to only harvest enough kai to sustain their own, and other Ngaa Rauru Kiitahi hapuu, and ensure the ongoing health and sustainability of a Statutory Area.
- **Waiora:** Waiora manifests itself in individuals through the practice of te reo, wairuatanga, matauranga, and kaitiakitanga, and in the fulfilment of an individual's responsibilities in relation to both a Statutory Area and to all of Ngaa Rauru Kiitahi.
- **Whakapapa:** The relationship with a Statutory Area has been fostered through individuals' knowledge of the use and occupation of a Statutory Area that has been passed on throughout the generations.

#### **Cultural, Spiritual, Historic and Traditional Association of Ngaa Rauru Kiitahi with the Nukumarū Recreation Reserve**

Waikaramihi is the name given to the marae tawhito that is situated within the Nukumarū Recreation Reserve, on the coast between Waiinu and Tuaropaki. Ngaa Rauru Kiitahi traditionally camped at Waikaramihi from October to March each year. The main food gathering area was between the Waitotara river mouth and Tuaropaki. The sources of food include kakahi (fresh water mussels), sea mussels, kina, paua, papaka (crabs), karingo (seaweed), and very small octopus stranded in the small rock pools from the receding tides. While Ngaati Maika and Ngaati Ruaiti were the main hapuu that used Waikaramihi, all Ngaa Rauru Kiitahi hapuu traditionally gathered kai moana in accordance with the values of Ngaa Raurutanga.

The Karewaonui canoe (over 100 years old) was until 1987 housed at Waikaramihi and was used by Ngaa Rauru Kiitahi (mainly Ngaati Maika and Ngaati Ruaiti) to catch stingray, shark, snapper and hapuka about 10 miles off the coast. Karakia were used when Karewaonui was "put to sea", and an offering of the first fish caught on Karewaonui was always given to the Kaitiaki-o-te-moana.

The area is still significant to Ngaa Rauru Kiitahi as a mahinga kai source from which the physical wellbeing of Ngaa Rauru Kiitahi is sustained, and the spiritual wellbeing nourished.

NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 4: STATEMENTS OF ASSOCIATION

Statutory Area	Description
Coastal Marine Area adjoining the Area of Interest	As shown on SO 314770.

The following Statement of Association by Ngaa Rauru Kiitahi applies to the area known as the Coastal Marine Area adjoining the Area of Interest, the general location of which is indicated on SO 314770.

**Rauru of the Gods, Sky, Lands, and Seas**

Ngaa Rauru Kiitahi emanated from the cosmogenic tree of the gods. It came by way of the legion of spirits who were not seen but heard, down through the generations of the Kahui Rere and the genealogies of the 'immediate assembly of elders'. In this respect, Rauru is a progeny of both 'divine and human parentage' and, therefore, so is Ngaa Rauru Kiitahi.

This divine origin is particular to the sacred, mystical and theological insight of the people of Ngaa Rauru Kiitahi. The esoteric nature of these claims is expressed through their own pertinent whakapapa link. It is through a knowledge and awareness of this whakapapa, that one is able to gain a perception of the attitudes of the tribe towards the almighty powers of the celestial realm, the cosmic emanations of the divine beginning, the world and its creation, and the evolution of earth and its people.

Ngaa Rauru Kiitahi makes a direct acclamation by stating its origins from the period of the Absolute Void to Rangi and Papa, to Rauru the man, and Ngaa Rauru Kiitahi the tribe. This claim draws together the spiritual and temporal manifestations of which Rauru is the central figure, it deals specifically with the origins of: the gods, man, vegetation and taonga.

Ngaa Rauru Kiitahi has a spiritual and physical relationship through whakapapa to its Taonga. It is espoused within mana atua, mana whenua, and mana tangata. These Taonga encompass the expanses of Ranginui (sky), the vastness of Tangaroa (sea), and the immensity of Papa-tua-nuku (land), from the Te Awa nui o Taikahu Patea River inland to the Matemateaonga ranges, seaward to the river mouth of Whanganui to our furthest fishing boundaries to the south, Te Moana o Raukawa, and across the western horizon then back inland to Te Awa nui a Taikahu Patea.

Ngaa Raurutanga has been exercised in relation to every Statutory Area in relation to which the Statutory Acknowledgement is provided. These values have been practised in the following ways:

- **Te reo:** Waiata and koorero relating to a Statutory Area is preserved in te reo.
- **Wairuatanga:** The relationship between Ngaa Rauru Kiitahi and a Statutory Area is expressed in waiata, koorero and karakia. Karakia, in particular, has always been used when harvesting kai. Wairua impacts upon the way in which individuals conduct themselves around kai, the harvesting of kai and the tikanga around the eating of kai.
- **Matauranga:** Matauranga was passed on from one generation to another through karakia, wananga and mihimihi. The knowledge that has been passed on includes the history of a

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 4: STATEMENTS OF ASSOCIATION

Statutory Area and conservation methods exercised by Ngaa Rauru Kiitahi as kaitiaki of a Statutory Area.

- **Kaitiakitanga:** Kaitiakitanga has been continuously practised through sustainable land and resource management methods. It was the responsibility of the hapuu to only harvest enough kai to sustain their own, and other Ngaa Rauru Kiitahi hapuu, and ensure the ongoing health and sustainability of a Statutory Area.
- **Waiora:** Waiora manifests itself in individuals through the practice of te reo, wairuatanga, matauranga, and kaitiakitanga, and in the fulfilment of an individual's responsibilities in relation to both a Statutory Area and to all of Ngaa Rauru Kiitahi.
- **Whakapapa:** The relationship with a Statutory Area has been fostered through individuals' knowledge of the use and occupation of a Statutory Area that has been passed on throughout the generations.

#### **Cultural, Spiritual, Historic and Traditional Association of Ngaa Rauru Kiitahi with the Coastal Marine Area from the Patea River to the mouth of the Whanganui River**

Within this coastal area between Rangitaawhi and Wai-o-Turi Marae is "Te Kiri o Rauru", the skin of Rauru. Te Kiri o Rauru is an important life force that has contributed to physical and spiritual wellbeing of Ngaa Rauru Kiitahi.

Ngaa Rauru Kiitahi used the entire coastal area from Te Awanui o Taikehu (Patea River) to the mouth of the Whanganui River and inland for food gathering, and as a means of transport. The coastal area was a rich source of all kai moana. Ngaa Rauru Kiitahi exercised the values of Ngaa Raurutanga in both harvesting and conserving kai moana.

Ngaati Hine Waiata, and Ngaati Tai hapuu of the Waipipi (Waverley) area gathered food according to the values of Ngaa Raurutanga and kawa along the coast from the Patea River to Waipipi. Along the wider coastal area Rangitaawhi, Pukorokoro, Ngaati Hine, Kairakau, Ngaati Maika and Manaia hapuu of the Patea area gathered food according to the values of Ngaa Raurutanga and kawa.

Ngaa Ariki, Ngaati Hou Tipua, Ngaati Pourua, Ngaati Hine Waiatarua, Ngaati Ruaiti and Ngaati Maika gathered food according to the values of Ngaa Raurutanga and kawa along the coast from Waipipi to Mowhanau and the Kai Iwi stream.

Tamareheroto (Ngaati Pukeko and Ngaati Iti) exercised food gathering according to the values of Ngaa Raurutanga and kawa along the coast from the Okehu stream to the mouth of the Whanganui River, including from the fishing station of Kaihau a Kupe (at the mouth of the Whanganui River). Ngaa Kainga at Kaihau a Kupe included Kaihokahoka (ki tai), Kokohuia (swampy area at Castlecliff), Te Whare Kakaho (Wordsworth St area), Pungarehu/ Te Ahi Tuatini (Cobham bridge), Te Oneheke (between Karamu stream and Churton Creek), Patupuhou, Nukuירו and Kaierau (St Johns Hill).

There are many sites of cultural, historical and spiritual significance to Ngaa Rauru Kiitahi along the coastal area from the Patea River to the mouth of the Whanganui River. Important kainga are situated along this coastal area. These include Tihoi Pa (where Te Rauparaha rested), which is situated between Rangitaawhi and the mouth of the Whenuakura River, Poopoa (Te kainga a Aohehu), and Te Wai o Mahuku (near Te Ihonga). This coastal area includes outlets of streams and rivers that nourish and sustain Ngaa Rauru Kiitahi, such as Waipipi, Waiinu, Tapuarau Lagoon, the Ototoka Stream, the Okehu Stream, and the Kai Iwi Stream. Other areas of special

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 4: STATEMENTS OF ASSOCIATION**

significance to Ngaa Rauru Kiitahi include Taipake Tuturu, Tutaramoana (he kaitiaki moana), Tuaropaki and Waikaramihi Marae along the coast from Tuaropaki.



**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 4: STATEMENTS OF ASSOCIATION**

<b>Statutory Area</b>	<b>Description</b>
Hawkens Lagoon Conservation Area (to be renamed Tapuarau Conservation Area)	219.6202 hectares approximately, being the Hawkens Lagoon Conservation Area, as shown on SO 314758.

The following Statement of Association by Ngaa Rauru Kiitahi applies to the area known as Hawkens Lagoon Conservation Area, the general location of which is indicated on SO 314758.

**Rauru of the Gods, Sky, Lands, and Seas**

Ngaa Rauru Kiitahi emanated from the cosmogenic tree of the gods. It came by way of the legion of spirits who were not seen but heard, down through the generations of the Kahui Rere and the genealogies of the 'immediate assembly of elders'. In this respect, Rauru is a progeny of both 'divine and human parentage' and, therefore, so is Ngaa Rauru Kiitahi.

This divine origin is particular to the sacred, mystical and theological insight of the people of Ngaa Rauru Kiitahi. The esoteric nature of these claims is expressed through their own pertinent whakapapa link. It is through a knowledge and awareness of this whakapapa, that one is able to gain a perception of the attitudes of the tribe towards the almighty powers of the celestial realm, the cosmic emanations of the divine beginning, the world and its creation, and the evolution of earth and its people.

Ngaa Rauru Kiitahi makes a direct acclamation by stating its origins from the period of the Absolute Void to Rangi and Papa, to Rauru the man, and Ngaa Rauru Kiitahi the tribe. This claim draws together the spiritual and temporal manifestations of which Rauru is the central figure, it deals specifically with the origins of: the gods, man, vegetation and taonga.

Ngaa Rauru Kiitahi has a spiritual and physical relationship through whakapapa to its Taonga. It is espoused within mana atua, mana whenua, and mana tangata. These Taonga encompass the expanses of Ranginui (sky), the vastness of Tangaroa (sea), and the immensity of Papa-tua-nuku (land), from the Te Awa nui o Taikehu Patea River inland to the Matemateaonga ranges, seaward to the river mouth of Whanganui to our furthest fishing boundaries to the south, Te Moana o Raukawa, and across the western horizon then back inland to Te Awa nui a Taikehu Patea.

Ngaa Raurutanga has been exercised in relation to every Statutory Area in relation to which the Statutory Acknowledgement is provided. These values have been practised in the following ways:

- **Te reo:** Waiata and koorero relating to a Statutory Area is preserved in te reo.
- **Wairuatanga:** The relationship between Ngaa Rauru Kiitahi and a Statutory Area is expressed in waiata, koorero and karakia. Karakia, in particular, has always been used when harvesting kai. Wairua impacts upon the way in which individuals conduct themselves around kai, the harvesting of kai and the tikanga around the eating of kai.
- **Matauranga:** Matauranga was passed on from one generation to another through karakia, wananga and mihimihi. The knowledge that has been passed on includes the history of a Statutory Area and conservation methods exercised by Ngaa Rauru Kiitahi as kaitiaki of a Statutory Area.



## NGAA RAURU KIITAHİ DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 4: STATEMENTS OF ASSOCIATION

- **Kaitiakitanga:** Kaitiakitanga has been continuously practised through sustainable land and resource management methods. It was the responsibility of the hapuu to only harvest enough kai to sustain their own, and other Ngaa Rauru Kiiitahi hapuu, and ensure the ongoing health and sustainability of a Statutory Area.
- **Waiora:** Waiora manifests itself in individuals through the practice of te reo, wairuatanga, matauranga, and kaitiakitanga, and in the fulfilment of an individual's responsibilities in relation to both a Statutory Area and to all of Ngaa Rauru Kiiitahi.
- **Whakapapa:** The relationship with a Statutory Area has been fostered through individuals' knowledge of the use and occupation of a Statutory Area that has been passed on throughout the generations.

#### **Cultural, Spiritual, Historic and Traditional Association of Ngaa Rauru Kiiitahi with the Tapuarau Conservation Area**

Tapuarau is the name given to the area at the mouth of the Waitotara River within the Tapuarau Conservation Area. The main hapuu of Ngaa Rauru Kiiitahi that used Tapuarau included Ngaati Hine Waiatarua, Ngaati Hou Tipua, Ngaa Ariki and Ngaati Ruaiti. Ngaa Rauru Kiiitahi has used Tapuarau as a seasonal campsite from where it has gathered mahinga kai in accordance with the values of Ngaa Raurutanga. Tapuarau extends from the mouth of the Waitotara River to Pukeone and includes several small lagoons, including Tapuarau Lagoon, which are the source of tuna, flounder, mullet whitebait and inanga. During flooding, Ngaa Rauru Kiiitahi was able to take tuna as it attempted to migrate from the nearby lagoons to the river mouth. The old marae named Hauriri was also situated in this area.

The area is still significant to Ngaa Rauru Kiiitahi as a mahinga kai source from which the physical wellbeing of Ngaa Rauru Kiiitahi is sustained, and the spiritual wellbeing is nourished.

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 4: STATEMENTS OF ASSOCIATION

Statutory Area	Description
Lake Beds Conservation Area	21.3472 hectares approximately, being the Lake Beds Conservation Area, as shown on SO 314762.

The following Statement of Association by Ngaa Rauru Kiitahi applies to the area known as Lake Beds Conservation Area, the general location of which is indicated on SO 314762.

#### Rauru of the Gods, Sky, Lands, and Seas

Ngaa Rauru Kiitahi emanated from the cosmogenic tree of the gods. It came by way of the legion of spirits who were not seen but heard, down through the generations of the Kahui Rere and the genealogies of the 'immediate assembly of elders'. In this respect, Rauru is a progeny of both 'divine and human parentage' and, therefore, so is Ngaa Rauru Kiitahi.

This divine origin is particular to the sacred, mystical and theological insight of the people of Ngaa Rauru Kiitahi. The esoteric nature of these claims is expressed through their own pertinent whakapapa link. It is through a knowledge and awareness of this whakapapa, that one is able to gain a perception of the attitudes of the tribe towards the almighty powers of the celestial realm, the cosmic emanations of the divine beginning, the world and its creation, and the evolution of earth and its people.

Ngaa Rauru Kiitahi makes a direct acclamation by stating its origins from the period of the Absolute Void to Rangi and Papa, to Rauru the man, and Ngaa Rauru Kiitahi the tribe. This claim draws together the spiritual and temporal manifestations of which Rauru is the central figure, it deals specifically with the origins of: the gods, man, vegetation and taonga.

Ngaa Rauru Kiitahi has a spiritual and physical relationship through whakapapa to its Taonga. It is espoused within mana atua, mana whenua, and mana tangata. These Taonga encompass the expanses of Ranginui (sky), the vastness of Tangaroa (sea), and the immensity of Papa-tua-nuku (land), from the Te Awa nui o Taikehu Patea River inland to the Matemateaonga ranges, seaward to the river mouth of Whanganui to our furthest fishing boundaries to the south, Te Moana o Raukawa, and across the western horizon then back inland to Te Awa nui a Taikehu Patea.

Ngaa Raurutanga has been exercised in relation to every Statutory Area in relation to which the Statutory Acknowledgement is provided. These values have been practised in the following ways:

- **Te reo:** Waiata and koorero relating to a Statutory Area is preserved in te reo.
- **Wairuatanga:** The relationship between Ngaa Rauru Kiitahi and a Statutory Area is expressed in waiata, koorero and karakia. Karakia, in particular, has always been used when harvesting kai. Wairua impacts upon the way in which individuals conduct themselves around kai, the harvesting of kai and the tikanga around the eating of kai.
- **Matauranga:** Matauranga was passed on from one generation to another through karakia, wananga and mihimihi. The knowledge that has been passed on includes the history of a Statutory Area and conservation methods exercised by Ngaa Rauru as kaitiaki of a Statutory Area.

## NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 4: STATEMENTS OF ASSOCIATION

- **Kaitiakitanga:** Kaitiakitanga has been continuously practised through sustainable land and resource management methods. It was the responsibility of the hapuu to only harvest enough kai to sustain their own, and other Ngaa Rauru Kiitahi hapuu, and ensure the ongoing health and sustainability of a Statutory Area.
- **Waiora:** Waiora manifests itself in individuals through the practice of te reo, wairuatanga, matauranga, and kaitiakitanga, and in the fulfilment of an individual's responsibilities in relation to both a Statutory Area and to all of Ngaa Rauru Kiitahi.
- **Whakapapa:** The relationship with a Statutory Area has been fostered through individuals' knowledge of the use and occupation of a Statutory Area that has been passed on throughout the generations.

#### **Cultural, Spiritual, Historic and Traditional Association of Ngaa Rauru Kiitahi with the Lake Beds Conservation Area**

The Lake Beds Conservation Area is located within the Moumahaki Lakes catchment area, and is situated inland above Kohi. These lakes and the surrounding area have great cultural significance for the Ngaa Rauru Kiitahi hapuu, predominantly Ngaa Ariki.

These lakes were the main food source for those hapuu.

Temporary kainga and tuna weir were dotted along some of the lakes. Other food gathered from the lakes included kakahi and koura.

Special varieties of flaxes from around the lakes were used to make tuna traps and clothing.

**NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 4: STATEMENTS OF ASSOCIATION**

<b>Statutory Area</b>	<b>Description</b>
Ototoka Scenic Reserve	1.9579 hectares more or less, being Part Section 1 Block IX Nukumarū Survey District. Balance Computer Freehold Register WN492/259, as shown on SO 314764.

The following Statement of Association by Ngaa Rauru Kiiitahi applies to the area known as Ototoka Scenic Reserve, the general location of which is indicated on SO 314764.

**Rauru of the Gods, Sky, Lands, and Seas**

Ngaa Rauru Kiiitahi emanated from the cosmogenic tree of the gods. It came by way of the legion of spirits who were not seen but heard, down through the generations of the Kahui Rere and the genealogies of the 'immediate assembly of elders'. In this respect, Rauru is a progeny of both 'divine and human parentage' and, therefore, so is Ngaa Rauru Kiiitahi.

This divine origin is particular to the sacred, mystical and theological insight of the people of Ngaa Rauru Kiiitahi. The esoteric nature of these claims is expressed through their own pertinent whakapapa link. It is through a knowledge and awareness of this whakapapa, that one is able to gain a perception of the attitudes of the tribe towards the almighty powers of the celestial realm, the cosmic emanations of the divine beginning, the world and its creation, and the evolution of earth and its people.

Ngaa Rauru Kiiitahi makes a direct acclamation by stating its origins from the period of the Absolute Void to Rangi and Papa, to Rauru the man, and Ngaa Rauru Kiiitahi the tribe. This claim draws together the spiritual and temporal manifestations of which Rauru is the central figure, it deals specifically with the origins of: the gods, man, vegetation and taonga.

Ngaa Rauru Kiiitahi has a spiritual and physical relationship through whakapapa to its Taonga. It is espoused within mana atua, mana whenua, and mana tangata. These Taonga encompass the expanses of Ranginui (sky), the vastness of Tangaroa (sea), and the immensity of Papa-tua-nuku (land), from the Te Awa nui o Taikehu Patea River inland to the Matemateaonga ranges, seaward to the river mouth of Whanganui to our furthest fishing boundaries to the south, Te Moana o Raukawa, and across the western horizon then back inland to Te Awa nui a Taikehu Patea.

Ngaa Raurutanga has been exercised in relation to every Statutory Area in relation to which the Statutory Acknowledgement is provided. These values have been practised in the following ways:

- **Te reo:** Waiata and koorero relating to a Statutory Area is preserved in te reo.
- **Wairuatanga:** The relationship between Ngaa Rauru Kiiitahi and a Statutory Area is expressed in waiata, koorero and karakia. Karakia, in particular, has always been used when harvesting kai. Wairua impacts upon the way in which individuals conduct themselves around kai, the harvesting of kai and the tikanga around the eating of kai.
- **Matauranga:** Matauranga was passed on from one generation to another through karakia, wananga and mihimihi. The knowledge that has been passed on includes the history of a

## NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 4: STATEMENTS OF ASSOCIATION

Statutory Area and conservation methods exercised by Ngaa Rauru Kiitahi as kaitiaki of a Statutory Area.

- **Kaitiakitanga:** Kaitiakitanga has been continuously practised through sustainable land and resource management methods. It was the responsibility of the hapuu to only harvest enough kai to sustain their own, and other Ngaa Rauru Kiitahi hapuu, and ensure the ongoing health and sustainability of a Statutory Area.
- **Waiora:** Waiora manifests itself in individuals through the practice of te reo, wairuatanga, matauranga, and kaitiakitanga, and in the fulfilment of an individual's responsibilities in relation to both a Statutory Area and to all of Ngaa Rauru Kiitahi.
- **Whakapapa:** The relationship with a Statutory Area has been fostered through individuals' knowledge of the use and occupation of a Statutory Area that has been passed on throughout the generations.

#### **Cultural, Spiritual, Historic and Traditional Association of Ngaa Rauru Kiitahi with the Ototoka Scenic Reserve**

The Ototoka Scenic Reserve is adjacent to Pakaraka Marae. The Reserve and its surrounding area is of great cultural significance for the Nga Rauru hapuu of Ngaati Maika and Ngaati Ruaiti.

The name Ototoka refers to the abundance of shellrock and sands from its puna to Matangitonga (the mouth of the river) at Te Kiri o Rauru. In ancient times the local people built caves for shelter, and to store food that sustained Ngaa Rauru hapuu and iwi. The caves maintained a steady temperature that made them ideal storage places. Some of these caves can still be seen today.

Ngaa Rauru have another significant site at Ototoka, just north of State Highway Three. This site is significant for two reasons; it has a kaitiaki that protects the kai, and it also bears a tohu Aitua. The kaitiaki is in the form of a tuna, and to sight or catch a tuna here will inevitably lead to the death of that Ngaa Rauru person.

The tohu still stands today, and it is considered that, if a Ngaa Rauru person sights one, they have transgressed the tikanga of Ototoka.

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 4: STATEMENTS OF ASSOCIATION**

Statutory Area	Description
Patea River	That part of the Patea River from its intersection with the boundary of the Egmont National Park to the sea excluding that part of the Patea River between Rawhitiroa Road and the southern boundary of Section 1 SO 12962, as shown on SO 314766.

The following Statement of Association by Ngaa Rauru Kiitahi applies to the area known as Patea River, the general location of which is indicated on SO 314766.

**Rauru of the Gods, Sky, Lands, and Seas**

Ngaa Rauru Kiitahi emanated from the cosmogenic tree of the gods. It came by way of the legion of spirits who were not seen but heard, down through the generations of the Kahui Rere and the genealogies of the 'immediate assembly of elders'. In this respect, Rauru is a progeny of both 'divine and human parentage' and, therefore, so is Ngaa Rauru Kiitahi.

This divine origin is particular to the sacred, mystical and theological insight of the people of Ngaa Rauru Kiitahi. The esoteric nature of these claims is expressed through their own pertinent whakapapa link. It is through a knowledge and awareness of this whakapapa, that one is able to gain a perception of the attitudes of the tribe towards the almighty powers of the celestial realm, the cosmic emanations of the divine beginning, the world and its creation, and the evolution of earth and its people.

Ngaa Rauru Kiitahi makes a direct acclamation by stating its origins from the period of the Absolute Void to Rangi and Papa, to Rauru the man, and Ngaa Rauru Kiitahi the tribe. This claim draws together the spiritual and temporal manifestations of which Rauru is the central figure, it deals specifically with the origins of: the gods, man, vegetation and taonga.

Ngaa Rauru Kiitahi has a spiritual and physical relationship through whakapapa to its Taonga. It is espoused within mana atua, mana whenua, and mana tangata. These Taonga encompass the expanses of Ranginui (sky), the vastness of Tangaroa (sea), and the immensity of Papa-tua-nuku (land), from the Te Awa nui o Taikehu Patea River inland to the Matemateaonga ranges, seaward to the river mouth of Whanganui to our furthest fishing boundaries to the south, Te Moana o Raukawa, and across the western horizon then back inland to Te Awa nui a Taikehu Patea.

Ngaa Raurutanga has been exercised in relation to every Statutory Area in relation to which the Statutory Acknowledgement is provided. These values have been practised in the following ways:

- **Te reo:** Waiata and koorero relating to a Statutory Area is preserved in te reo.
- **Wairuatanga:** The relationship between Ngaa Rauru Kiitahi and a Statutory Area is expressed in waiata, koorero and karakia. Karakia, in particular, has always been used when harvesting kai. Wairua impacts upon the way in which individuals conduct themselves around kai, the harvesting of kai and the tikanga around the eating of kai.

## NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 4: STATEMENTS OF ASSOCIATION

- **Matauranga:** Matauranga was passed on from one generation to another through karakia, wananga and mihimihi. The knowledge that has been passed on includes the history of a Statutory Area and conservation methods exercised by Ngaa Rauru Kiitahi as kaitiaki of a Statutory Area.
- **Kaitiakitanga:** Kaitiakitanga has been continuously practised through sustainable land and resource management methods. It was the responsibility of the hapuu to only harvest enough kai to sustain their own, and other Ngaa Rauru Kiitahi hapuu, and ensure the ongoing health and sustainability of a Statutory Area.
- **Waiora:** Waiora manifests itself in individuals through the practice of te reo, wairuatanga, matauranga, and kaitiakitanga, and in the fulfilment of an individual's responsibilities in relation to both a Statutory Area and to all of Ngaa Rauru Kiitahi.
- **Whakapapa:** The relationship with a Statutory Area has been fostered through individuals' knowledge of the use and occupation of a Statutory Area that has been passed on throughout the generations.

#### **Cultural, Spiritual, Historic and Traditional Association of Ngaa Rauru Kiitahi with the Patea River**

Ngaa Rauru Kiitahi knows the Patea River by the name of Te Awanui o Taikehu. Te Awanui o Taikehu is the life force that has sustained all whanau and hapuu of Ngaa Rauru Kiitahi who have resided along the banks of the River, and within this area. Nga hapuu o Ngaa Rauru Kiitahi who settled along Te Awanui o Taikehu include Rangitaawhi, Pukorokoro, Ngaati Hine, Kairakau, Ngaati Maika I and Manaia.

There are many pa and kainga situated along Te Awanui o Taikehu. The Mangaehu Pa is situated near, and nourished by, Te Awanui o Taikehu. Between Te Awanui o Taikehu and the Whenuakura River (Te Aarei o Rauru) are Maipu Pa and Hawaiki Pa. Along the Patea River are Owhio, Kaiwaka, Arakirikiri, Nga-papa-tara-iwi, Tutumahoe Pa and kainga. Further along Te Awanui o Taikehu sits Parikaranga, Rangitaawhi, and Wai-o-Turi Marae at the mouth of Te Awanui o Taikehu.

Wai-o-Turi Marae, which is situated above the south bank towards the mouth of Te Awanui o Taikehu, is the landing site of Turi (commander of the Aotea Waka) who came ashore to drink from the puni wai, hence the name of the marae, Wai-o-Turi.

Ngaa Rauru Kiitahi used the entire length of Te Awanui o Taikehu for food gathering. Sources of food included kakahi (fresh water mussels), tuna, whitebait, smelt, flounder and sole. Te Awanui o Taikehu remains significant to Ngaa Rauru Kiitahi as a mahinga kai source from which the physical wellbeing of Ngaa Rauru Kiitahi is sustained, and the spiritual wellbeing nourished.

NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 4: STATEMENTS OF ASSOCIATION

Statutory Area	Description
Whenuakura River	That part of the Whenuakura River from its source in the Matemateaonga Range to the sea, as shown on SO 314767.

The following Statement of Association by Ngaa Rauru Kiitahi applies to the area known as Whenuakura River, the general location of which is indicated on SO 314767.

**Rauru of the Gods, Sky, Lands, and Seas**

Ngaa Rauru Kiitahi emanated from the cosmogenic tree of the gods. It came by way of the legion of spirits who were not seen but heard, down through the generations of the Kahui Rere and the genealogies of the 'immediate assembly of elders'. In this respect, Rauru is a progeny of both 'divine and human parentage' and, therefore, so is Ngaa Rauru Kiitahi.

This divine origin is particular to the sacred, mystical and theological insight of the people of Ngaa Rauru Kiitahi. The esoteric nature of these claims is expressed through their own pertinent whakapapa link. It is through a knowledge and awareness of this whakapapa, that one is able to gain a perception of the attitudes of the tribe towards the almighty powers of the celestial realm, the cosmic emanations of the divine beginning, the world and its creation, and the evolution of earth and its people.

Ngaa Rauru Kiitahi makes a direct acclamation by stating its origins from the period of the Absolute Void to Rangi and Papa, to Rauru the man, and Ngaa Rauru Kiitahi the tribe. This claim draws together the spiritual and temporal manifestations of which Rauru is the central figure, it deals specifically with the origins of: the gods, man, vegetation and taonga.

Ngaa Rauru Kiitahi has a spiritual and physical relationship through whakapapa to its Taonga. It is espoused within mana atua, mana whenua, and mana tangata. These Taonga encompass the expanses of Ranginui (sky), the vastness of Tangaroa (sea), and the immensity of Papa-tua-nuku (land), from the Te Awa nui o Taikehu Patea River inland to the Matemateaonga ranges, seaward to the river mouth of Whanganui to our furthest fishing boundaries to the south, Te Moana o Raukawa, and across the western horizon then back inland to Te Awa nui a Taikehu Patea.

Ngaa Raurutanga has been exercised in relation to every Statutory Area in relation to which the Statutory Acknowledgement is provided. These values have been practised in the following ways:

- **Te reo:** Waiata and koorero relating to a Statutory Area is preserved in te reo.
- **Wairuatanga:** The relationship between Ngaa Rauru Kiitahi and a Statutory Area is expressed in waiata, koorero and karakia. Karakia, in particular, has always been used when harvesting kai. Wairua impacts upon the way in which individuals conduct themselves around kai, the harvesting of kai and the tikanga around the eating of kai.
- **Matauranga:** Matauranga was passed on from one generation to another through karakia, wananga and mihimihi. The knowledge that has been passed on includes the history of a Statutory Area and conservation methods exercised by Ngaa Rauru Kiitahi as kaitiaki of a Statutory Area.



## NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 4: STATEMENTS OF ASSOCIATION

- **Kaitiakitanga:** Kaitiakitanga has been continuously practised through sustainable land and resource management methods. It was the responsibility of the hapuu to only harvest enough kai to sustain their own, and other Ngaa Rauru Kiitahi hapuu, and ensure the ongoing health and sustainability of a Statutory Area.
- **Waiora:** Waiora manifests itself in individuals through the practice of te reo, wairuatanga, matauranga, and kaitiakitanga, and in the fulfilment of an individual's responsibilities in relation to both a Statutory Area and to all of Ngaa Rauru Kiitahi.
- **Whakapapa:** The relationship with a Statutory Area has been fostered through individuals' knowledge of the use and occupation of a Statutory Area that has been passed on throughout the generations.

#### **Cultural, Spiritual, Historic and Traditional Association of Ngaa Rauru Kiitahi with the Whenuakura River**

The Whenuakura River is the life force that sustained all Ngaa Rauru Kiitahi whanau and hapuu that resided along and within its area, and is known by Ngaa Rauru Kiitahi as Te Aarei o Rauru. The area along the Whenuakura River is known to Ngaa Rauru Kiitahi as Paamatangi. One of the oldest known Ngaa Rauru Kiitahi boundaries was recited as "*Mai Paamatangi ki Piraunui, mai Piraunui ki Ngawaierua, mai Ngawaierua ki Paamatangi*". Ngaati Hine Waiata is the main Ngaa Rauru Kiitahi hapuu of Paamatangi.

The Maipu Pa is situated near the western bank of Te Aarei o Rauru. There are many urupa sites and wahi tapu situated along Te Aarei o Rauru. Whenuakura Marae is also located on the banks of Te Aarei o Rauru.

Ngaa Rauru Kiitahi hapuu used the entire length of Te Aarei o Rauru for food gathering. Sources of food included tuna, whitebait, smelt, flounder and sole.

Te Aarei o Rauru remains significant to Ngaa Rauru Kiitahi not only as a source of kai that sustains its physical wellbeing, but also as a life force throughout the history of Paamatangi and for the people of Ngaati Hine Waiata over the generations.

NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 4: STATEMENTS OF ASSOCIATION

Statutory Area	Description
Waitotara River	That part of the Waitotara River from its source in the Matemateaonga Range to the sea, as shown on SO 314768.

The following Statement of Association by Ngaa Rauru Kiitahi applies to the area known as Waitotara River, the general location of which is indicated on SO 314768.

**Rauru of the Gods, Sky, Lands, and Seas**

Ngaa Rauru Kiitahi emanated from the cosmogenic tree of the gods. It came by way of the legion of spirits who were not seen but heard, down through the generations of the Kahui Rere and the genealogies of the 'immediate assembly of elders'. In this respect, Rauru is a progeny of both 'divine and human parentage' and, therefore, so is Ngaa Rauru Kiitahi.

This divine origin is particular to the sacred, mystical and theological insight of the people of Ngaa Rauru Kiitahi. The esoteric nature of these claims is expressed through their own pertinent whakapapa link. It is through a knowledge and awareness of this whakapapa, that one is able to gain a perception of the attitudes of the tribe towards the almighty powers of the celestial realm, the cosmic emanations of the divine beginning, the world and its creation, and the evolution of earth and its people.

Ngaa Rauru Kiitahi makes a direct acclamation by stating its origins from the period of the Absolute Void to Rangi and Papa, to Rauru the man, and Ngaa Rauru Kiitahi the tribe. This claim draws together the spiritual and temporal manifestations of which Rauru is the central figure, it deals specifically with the origins of: the gods, man, vegetation and taonga.

Ngaa Rauru Kiitahi has a spiritual and physical relationship through whakapapa to its Taonga. It is espoused within mana atua, mana whenua, and mana tangata. These Taonga encompass the expanses of Ranginui (sky), the vastness of Tangaroa (sea), and the immensity of Papa-tua-nuku (land), from the Te Awa nui o Taikehu Patea River inland to the Matemateaonga ranges, seaward to the river mouth of Whanganui to our furthest fishing boundaries to the south, Te Moana o Raukawa, and across the western horizon then back inland to Te Awa nui a Taikehu Patea.

Ngaa Raurutanga has been exercised in relation to every statutory area in relation to which the statutory acknowledgement is provided. These values have been practised in the following ways:

- **Te reo:** Waiata and koorero relating to a Statutory Area is preserved in te reo.
- **Wairuatanga:** The relationship between Ngaa Rauru Kiitahi and a Statutory Area is expressed in waiata, koorero and karakia. Karakia, in particular, has always been used when harvesting kai. Wairua impacts upon the way in which individuals conduct themselves around kai, the harvesting of kai and the tikanga around the eating of kai.
- **Matauranga:** Matauranga was passed on from one generation to another through karakia, wananga and mihimihi. The knowledge that has been passed on includes the history of a Statutory Area and conservation methods exercised by Ngaa Rauru Kiitahi as kaitiaki of a Statutory Area.

NGAA RAURU KIITAHİ DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 4: STATEMENTS OF ASSOCIATION

- **Kaitiakitanga:** Kaitiakitanga has been continuously practised through sustainable land and resource management methods. It was the responsibility of the hapuu to only harvest enough kai to sustain their own, and other Ngaa Rauru Kiitahi hapuu, and ensure the ongoing health and sustainability of a Statutory Area.
- **Waiora:** Waiora manifests itself in individuals through the practice of te reo, wairuatanga, matauranga, and kaitiakitanga, and in the fulfilment of an individual's responsibilities in relation to both a Statutory Area and to all of Ngaa Rauru Kiitahi.
- **Whakapapa:** The relationship with a Statutory Area has been fostered through individuals' knowledge of the use and occupation of a Statutory Area that has been passed on throughout the generations.

**Cultural, Spiritual, Historic and Traditional Association of Ngaa Rauru Kiitahi with the Waitotara River**

The Waitotara River is the life force that sustains Ngaa Rauru Kiitahi. Many Ngaa Rauru Kiitahi hapuu are located either along or near the Waitotara River. These include Ngaa Ariki (Waipapa Marae) Ngaati Pourua (Takirau Marae), Ngaati Hine Waiatarua (Parehungahunga Marae), Te Ihupuku Marae, and Ngaati Hou Tipua (Whare Tapapa, Kaipo Marae). Ngaati Hou Tipua (Whare Tapapa, Kaipo Marae) is known by Ngaa Rauru Kiitahi as Te Pu-o-te-Wheke (head of the octopus), or the Ngaa Rauru headquarters.

Ngaa Rauru Kiitahi used the entire length of the Waitotara River for food gathering. Sources of food included kakahi (fresh water mussels) tuna, whitebait, smelt, flounder and sole. Historically, Ngaa Rauru Kiitahi also utilised the Waitotara River as a means of transport.

The Waitotara River remains significant to Ngaa Rauru Kiitahi as a symbol of a past mahinga kai source from which the physical wellbeing of Ngaa Rauru Kiitahi was sustained, and the spiritual wellbeing nourished.

**PART 5: DEEDS OF RECOGNITION**

**(Clause 11.23)**

Handwritten signature or initials, possibly 'RS', located in the bottom right corner of the page.

NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: DEEDS OF RECOGNITION

THIS DEED is made

BETWEEN

*[Insert the name of the Ngaa Rauru Kiitahi Governance Entity]* (the **Governance Entity**)

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by *[the Minister of Conservation]* *[the Commissioner of Crown Lands]* *[Delete whichever is inapplicable]* (the **Crown**).

**BACKGROUND**

- A. Ngaa Rauru Kiitahi and the Crown are parties to a deed of settlement (the **Deed of Settlement**) to settle the Historical Claims of Ngaa Rauru Kiitahi dated *[Insert the date of the Deed of Settlement]*.
- B. Under clause *[11.23]* *[11.24]* *[delete whichever is inapplicable]* of the Deed of Settlement, the Governance Entity and the Crown agreed (if the Deed of Settlement became unconditional) to enter into this Deed by or on the Settlement Date.
- C. The *[Insert short title of the Settlement Legislation]* Act (the **Settlement Act**) has come into effect and the Deed of Settlement has become unconditional.

IT IS AGREED as follows:

**1. CROWN'S ACKNOWLEDGEMENT OF STATEMENTS OF ASSOCIATION WITH STATUTORY AREAS**

- 1.1 The Crown acknowledges, under section [ ] of the Settlement Act, the statements by Ngaa Rauru Kiitahi set out in this clause (the **Statements of Association**) of its cultural, spiritual, historical and traditional association with the Statutory Areas.

**Statements of Association**

- 1.2 *[Insert Statements of Association for Statutory Areas in Part 3, Table 2 of the Cultural Redress Schedule if the Deed is to be signed by the Minister of Conservation. Insert Statements of Association in relation to the Patea, Whenuakura and Waitotara Rivers if the Deed is to be signed by the Commissioner of Crown Lands.]*

*[Delete whichever clause 2 is inapplicable]*

**2. [CONSULTATION BY THE MINISTER OF CONSERVATION WITH THE GOVERNANCE ENTITY IN RELATION TO CERTAIN STATUTORY AREAS**

- 2.1 *The Minister of Conservation must, if he or she is undertaking an activity referred to in clause 2.2 in relation to or within a Statutory Area referred to in clause 2.3, consult and*

NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: DEEDS OF RECOGNITION

*have regard to the views of the Governance Entity concerning the association of Ngaa Rauru Kiitahi with that Area as described in a Statement of Association.*

2.2 *Clause 2.1 applies to the following activities:*

2.2.1 *preparing:*

- (a) *a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977;*
- (b) *a national park management plan under the National Parks Act 1980;*
- (c) *in relation to a Statutory Area that is not a river, a non-statutory plan, strategy or programme of one of the following kinds for the protection and management of that Statutory Area, namely:*
  - (i) *a programme to identify and protect wildlife or indigenous plants or to eradicate pests, weeds or introduced species; and*
  - (ii) *a survey to assess current and future visitor activities or to identify the number and type of concessions that may be appropriate; and*
- (d) *in relation to a Statutory Area that is a river, a non-statutory plan, strategy or programme for the protection and management of that Statutory Area; or*

2.2.2 *the location or construction of structures, signs or tracks.*

2.3 *Clause 2.1 applies to the following Statutory Areas:*

2.3.1 *Hawkens Lagoon Conservation Area;*

2.3.2 *Lake Beds Conservation Area;*

2.3.3 *the Patea River;*

2.3.4 *the Whenuakura River; and*

2.3.5 *the Waitotara River.*

2.4 *The Minister of Conservation must, in order to enable the Governance Entity to give informed views when the Minister is consulting the Governance Entity under clause 2.1, provide the Governance Entity with relevant information.]*

**2. [CONSULTATION BY THE COMMISSIONER OF CROWN LANDS WITH THE GOVERNANCE ENTITY IN RELATION TO CERTAIN STATUTORY AREAS**

2.1 *The Commissioner of Crown Lands must, if he or she is undertaking an activity referred to in clause 2.2 in relation to a Statutory Area referred to in clause 2.3, consult and have regard to the views of the Governance Entity concerning the association of Ngaa Rauru Kiitahi with that Statutory Area as described in a Statement of Association.*

2.2 *Clause 2.1 applies to the following activities:*

NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: DEEDS OF RECOGNITION

- 2.2.1 *considering an application to the Crown for a right of use or occupation (including a renewal);*
- 2.2.2 *preparing a plan, strategy or programme for protection and management;*
- 2.2.3 *conducting a survey to identify the number and type of uses that may be appropriate; or*
- 2.2.4 *preparing a programme to eradicate noxious flora and fauna.*
- 2.3 *Clause 2.1 applies to the following Statutory Areas:*
  - 2.3.1 *the Patea River;*
  - 2.3.2 *the Whenuakura River; and*
  - 2.3.3 *the Waitotara River.*
- 2.4 *The Commissioner of Crown Lands must, in order to enable the Governance Entity to give informed views when the Commissioner is consulting the Governance Entity under clause 2.1:*
  - 2.4.1 *provide the Governance Entity with relevant information; and*
  - 2.4.2 *inform the Governance Entity of an application for a right of a use or occupation (including a renewal) in relation to a Statutory Area referred to in clause 2.3 (but the Commissioner of Crown Lands may withhold commercially sensitive information and material included within, or that relates to, that application).]*

3. **LIMITATIONS**

- 3.1 This Deed relates only to those parts of the Statutory Area owned and managed by the Crown.
- 3.2 This Deed does not, in relation to a Statutory Area:
  - 3.2.1 require the Crown to undertake, increase or resume any activity of the kind referred to in clause 2.2; or
  - 3.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any or all of the activities referred to in clause 2.2.
- 3.3 If this Deed of Recognition relates to a Statutory Area that is a river:
  - 3.3.1 it relates only to:
    - (a) the bed of that river; and
    - (b) that part of the bed of the river (if any) that is:
      - (i) owned by the Crown; and
      - (ii) managed by the Crown;

## NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

### PART 5: DEEDS OF RECOGNITION

3.3.2 it does not relate to:

- (a) the bed of an artificial watercourse;
- (b) land that the waters of the river do not cover at its fullest flow without overlapping its banks; or
- (c) the bed of a tributary flowing into that river; and

3.3.3 in determining whether the Crown manages a river for the purposes of this clause, management exercised by a local authority under the Resource Management Act is not relevant.

3.4 Except as provided in clause 2.1, this Deed:

3.4.1 does not affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;

3.4.2 affect the lawful rights or interests of any person; or

3.4.3 grant, create or provide evidence of an estate or interest in, or rights relating to, a Statutory Area.

3.5 This Deed does not prevent the Crown from entering into a deed of recognition with a person or persons other than Ngaa Rauru Kiiitahi in relation to a Statutory Area.

#### 4. TERMINATION

4.1 This Deed terminates in respect of a Statutory Area (or part of it) if:

4.1.1 the Governance Entity and [*the Minister of Conservation*] [*the Commissioner of Crown Lands*] [*Delete whichever is inapplicable*] agree in writing that this Deed is no longer appropriate for the area concerned;

4.1.2 the area concerned is disposed of by the Crown; or

4.1.3 [*the Minister of Conservation*] [*the Commissioner of Crown Lands*] [*Delete whichever is inapplicable*] ceases to be responsible for the activities referred to in clause 2.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.

4.2 If this Deed terminates in relation to an area under clause 4.1.3, the Crown will take reasonable steps to ensure the Governance Entity continues to have input into the activities referred to in clause 2.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

#### 5. NO ASSIGNMENT

5.1 The Governance Entity may not assign its rights or obligations under this Deed.

#### 6. INTERPRETATION

6.1 In this Deed, unless the context requires otherwise:



NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: DEEDS OF RECOGNITION

*[Commissioner of Crown Lands and Commissioner means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948.] [Delete if inapplicable]*

**Concession** has the same meaning as in section 2 of the Conservation Act 1987.

*[Minister of Conservation and Minister means the person who is the Minister of Conservation under the Conservation Act 1987.] [Delete if inapplicable]*

- 6.2 In this Deed, unless the context requires otherwise, the following terms have the meaning for that term given by the clause or Part of this Deed set opposite that term:

<u>Term</u>	<u>Defining clause or Part</u>
<b>Deed of Settlement</b>	Background
<i>[Hawkins Lagoon Conservation Area</i>	<i>clause 1.2]</i>
<i>[Lake Beds Conservation Area</i>	<i>clause 1.3]</i>
<b>Patea River</b>	clause 1.[ ]
<b>Settlement Act</b>	Background
<b>Statements of Association</b>	clause 1.1
<b>Waitotara River</b>	clause 1.[ ]
<b>Whenuakura River</b>	clause 1.[ ]

*[Delete definitions for Hawkins Lagoon Conservation Area and Lake Beds Conservation Area if the Deed is to be signed by the Commissioner of Crown Lands.]*

- 6.3 In this Deed, references to SO plans are included for the purpose of indicating the general location of a Statutory Area and do not establish the precise boundaries of a Statutory Area.
- 6.4 Unless the context requires otherwise:
- 6.4.1 terms or expressions defined in the Deed of Settlement have the same meanings in this Deed; and
- 6.4.2 rules of interpretation in the Deed of Settlement also apply in this Deed.
- 6.5 If there are any inconsistencies between this Deed and the Deed of Settlement, the provisions of the Deed of Settlement will prevail.

SIGNED as a deed on [ ]

NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 5: DEEDS OF RECOGNITION

*[Insert signing provisions for the Governance Entity]*

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**SIGNED** for and on behalf of  
**HER MAJESTY THE QUEEN** in right of  
New Zealand by *[the Minister of  
Conservation] [the Commissioner of  
Crown Lands] [Delete whichever is  
inapplicable]*

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**PART 6: TOPUNI**

**(Clause 11.29)**

15

PART 6: TOPUNI

**DESCRIPTION OF THE SITE THAT IS TO BE A TOPUNI**

21.3472 hectares approximately being the Lake Beds Conservation Area, as shown on SO 314762.

**TEXT OF THE STATEMENT BY NGAA RAURU KIITAHU OF NGAA RAURU KIITAHU VALUES IN RELATION TO THE TOPUNI**

**Rauru of the Gods, Sky, Lands, and Seas**

Ngaa Rauru Kiitahi emanated from the cosmogenic tree of the gods. It came by way of the legion of spirits who were not seen but heard, down through the generations of the Kahui Rere and the genealogies of the 'immediate assembly of elders'. In this respect, Rauru is a progeny of both 'divine and human parentage' and, therefore, so is Ngaa Rauru Kiitahi.

This divine origin is particular to the sacred, mystical and theological insight of the people of Ngaa Rauru Kiitahi. The esoteric nature of these claims is expressed through their own pertinent whakapapa link. It is through a knowledge and awareness of this whakapapa, that one is able to gain a perception of the attitudes of the tribe towards the almighty powers of the celestial realm, the cosmic emanations of the divine beginning, the world and its creation, and the evolution of earth and its people.

Ngaa Rauru Kiitahi makes a direct acclamation by stating its origins from the period of the Absolute Void to Rangi and Papa, to Rauru the man, and Ngaa Rauru Kiitahi the tribe. This claim draws together the spiritual and temporal manifestations of which Rauru is the central figure, it deals specifically with the origins of: the gods, man, vegetation and taonga.

Ngaa Rauru Kiitahi has a spiritual and physical relationship through whakapapa to its Taonga. It is espoused within mana atua, mana whenua, and mana tangata. These Taonga encompass the expanses of Ranginui (sky), the vastness of Tangaroa (sea), and the immensity of Papa-tua-nuku (land), from the Te Awa nui o Taikehu Patea River inland to the Matemateaonga ranges, seaward to the river mouth of Whanganui to our furthest fishing boundaries to the south, Te Moana o Raukawa, and across the western horizon then back inland to Te Awa nui a Taikehu Patea.

Ngaa Raurutanga has been exercised in relation to Topuni. These values have been practised in the following ways:

- **Te reo:** Waiata and koorero relating to Topuni is preserved in te reo.
- **Wairuatanga:** The relationship between Ngaa Rauru Kiitahi and Topuni is expressed in waiata, koorero and karakia. Karakia, in particular, has always been used when harvesting kai. Wairua impacts upon the way in which individuals conduct themselves around kai, the harvesting of kai and the tikanga around the eating of kai.
- **Matauranga:** Matauranga was passed on from one generation to another through karakia, wananga and mihimihi. The knowledge that has been passed on includes the history of Topuni and conservation methods exercised by Ngaa Rauru Kiitahi as kaitiaki of Topuni.
- **Kaitiakitanga:** Kaitiakitanga has been continuously practised through sustainable land and resource management methods. It was the responsibility of the hapuu to only harvest enough kai to sustain their own, and other Ngaa Rauru Kiitahi hapuu, and ensure the ongoing health and sustainability of Topuni.

## NGAA RAURU KIITAHĪ DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

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### PART 6: TOPUNI

- **Waiora:** Waiora manifests itself in individuals through the practice of te reo, wairuatanga, matauranga, and kaitiakitanga, and in the fulfilment of an individual's responsibilities in relation to both Topuni and to all of Ngaa Rauru Kiiitahi.
- **Whakapapa:** The relationship with Topuni has been fostered through individuals' knowledge of the use and occupation of Topuni that has been passed on throughout the generations.

#### **Cultural, Spiritual, Historic and Traditional Association of Ngaa Rauru Kiiitahi with the Lake Beds Conservation Area**

The Lake Beds Conservation Area is located within the Moumahaki Lakes catchment area, and is situated inland above Kohi. These lakes and the surrounding area have great cultural significance for the Ngaa Rauru Kiiitahi hapuu of Ngaa Ariki.

These lakes were the main food source for those hapuu.

Temporary kainga and tuna weir were dotted along some of the lakes. Other food gathered from the lakes included kakahi and koura.

Special varieties of flaxes from around the lakes were used to make tuna traps and clothing.

**PART 7: SHELLFISH RFR DEED**

**(Clause 12.6)**

PART 7: SHELLFISH RFR DEED

DEED GRANTING A RIGHT OF FIRST REFUSAL OVER SHELLFISH QUOTA

BETWEEN

[Insert the name of the Governance Entity] (the Governance Entity)

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Fisheries (the Crown)

BACKGROUND

- A. Ngaa Rauru Kiitahi and the Crown are parties to a deed of settlement to settle the Historical Claims of Ngaa Rauru Kiitahi dated [Insert the date of the Deed of Settlement] (the Deed of Settlement).
- B. The Crown agreed under the Deed of Settlement that (if the Deed of Settlement became unconditional) the Crown would, by or on the Settlement Date under that Deed, provide the Governance Entity with a deed in this form granting the Governance Entity a right of first refusal over certain Shellfish Quota.
- C. The Deed of Settlement has become unconditional and this Deed is entered into:
  - by the Crown in satisfaction of its obligations referred to in clause 12.6 of the Deed of Settlement; and
  - by the Governance Entity in satisfaction of its obligations under clause 12.7 of the Deed of Settlement.

IT IS AGREED as follows:

1. **THIS DEED APPLIES IF THE MINISTER SETS A TACC OF A CERTAIN KIND**
  - 1.1 This Deed applies only if, during the period of 50 years from the Settlement Date, the Minister of Fisheries:
    - 1.1.1 declares, under the Fisheries Legislation, an Applicable Species to be subject to the Quota Management System; and
    - 1.1.2 sets, under the Fisheries Legislation, a Total Allowable Commercial Catch (a TACC) for that Applicable Species for a Quota Management Area that includes some or all of the coastline of the Shellfish RFR Area (an Applicable TACC).
2. **THIS DEED APPLIES ONLY TO QUOTA ALLOCATED TO THE CROWN UNDER AN APPLICABLE TACC**
  - 2.1 This Deed applies only to Quota (Applicable Quota) that:
    - 2.1.1 relates to an Applicable TACC; and
    - 2.1.2 has been allocated to the Crown as either:

NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 7: SHELLFISH RFR DEED

- (a) Individual Transferable Quota (and not as Provisional Individual Transferable Quota) under section 49(1) of the Fisheries Act 1996; or
- (b) Provisional Individual Transferable Quota that has become Individual Transferable Quota under section 49(3) of the Fisheries Act 1996.

**3. THE CROWN MUST OFFER MINIMUM AMOUNT OF APPLICABLE QUOTA TO THE GOVERNANCE ENTITY**

3.1 Before the Crown sells any Applicable Quota relating to an Applicable TACC, the Crown must offer (in accordance with clause 5) the Governance Entity the right to purchase the Required Minimum Amount or more of the Applicable Quota relating to that Applicable TACC calculated in accordance with clause 4.1 or clause 4.2 (whichever is applicable).

**4. CALCULATION OF REQUIRED MINIMUM AMOUNT OF APPLICABLE QUOTA TO BE OFFERED**

4.1 Where:

4.1.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

4.1.2 no person was eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \left[ \frac{2}{5} \times \frac{A}{B} \times C \right].$$

4.2 Where:

4.2.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

4.2.2 a person, or persons, were eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \text{the lesser of } \left[ \frac{2}{5} \times \frac{A}{B} \times C \right] \text{ or } \left[ \frac{A}{B} \times D \right].$$

4.3 For the purposes of this clause:

"A" is the length of coastline of the Shellfish RFR Area that is within the coastline of the relevant Quota Management Area;

"B" is the length of coastline of the relevant Quota Management Area;

"C" is the total amount of Quota relating to the relevant Applicable TACC;



**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 7: SHELLFISH RFR DEED**

"D" is the amount of Applicable Quota held by the Crown in relation to the relevant Applicable TACC; and

"x" is the Required Minimum Amount of Applicable Quota.

4.4 For the purposes of this clause:

4.4.1 the length of coastline of the Shellfish RFR Area, and of the relevant Quota Management Area, will be determined by the Crown and by such method as the Crown considers appropriate; and

4.4.2 in particular, but without limiting the Crown's ability to use a different method, the Crown may determine that the length of coastline of the Shellfish RFR Area means the distance (being determined by the Crown) between Fisheries Point 2639420E; 6157130N and Fisheries Point 2670720E; 6145740N (such Fisheries Points being approximately marked on the map of the Shellfish RFR Area included as schedule 2).

**5. CROWN MUST GIVE NOTICE BEFORE SELLING APPLICABLE QUOTA**

**Crown must give RFR Notice**

5.1 Before the Crown Sells any Applicable Quota, the Crown must give a written notice (an **RFR Notice**) to the Governance Entity which offers to Sell not less than the Required Minimum Amount of that Applicable Quota to the Governance Entity at the price and on the terms and conditions set out in the RFR Notice.

**Crown may withdraw RFR Notice**

5.2 The Crown may withdraw an RFR Notice at any time before the Governance Entity accepts the offer in that RFR Notice under clause 6.

**Effect of withdrawing RFR Notice**

5.3 If the Crown withdraws an RFR Notice, clause 3 still applies to the Applicable Quota referred to in that RFR Notice.

**Crown has no obligation in relation to balance of Applicable Quota**

5.4 Where the Crown has given, in accordance with clause 5.1, an RFR Notice in relation to Applicable Quota relating to an Applicable TACC, the Crown has no obligations under this Deed in relation to the balance of the Applicable Quota (if any) not referred to in that RFR Notice that also relate to that Applicable TACC.

**6. ACCEPTANCE OF RFR NOTICE BY THE GOVERNANCE ENTITY**

6.1 A contract for the Sale of the Applicable Quota referred to in an RFR Notice (or a lesser amount referred to in the acceptance) is constituted between the Crown and the Governance Entity, at the price and on the terms and conditions set out in the RFR Notice, if the Governance Entity accepts the offer in that RFR Notice (or accepts a lesser amount) of Applicable Quota:

**NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 7: SHELLFISH RFR DEED**

6.1.1 by notice in writing to the Crown; and

6.1.2 by the relevant Expiry Date.

**7. NON-ACCEPTANCE BY THE GOVERNANCE ENTITY**

7.1 If:

7.1.1 the Crown gives the Governance Entity an RFR Notice; and

7.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date,

the Crown:

7.1.3 may, at any time during the period of two years from the Expiry Date, Sell any of the Applicable Quota referred to in that RFR Notice that is not accepted by the Governance Entity if the price per Quota Share, and the other terms and conditions of the Sale, are not more favourable to the purchaser than the price per Quota Share, and the other terms and conditions, set out in the RFR Notice to the Governance Entity; but

7.1.4 must, promptly after entering into an agreement to Sell any Applicable Quota referred to in the RFR Notice to a purchaser, give written notice to the Governance Entity of that fact and disclose the terms of that agreement; and

7.1.5 must not Sell any of that Applicable Quota referred to in the RFR Notice after the end of the two year period after the Expiry Date without first offering to Sell that Applicable Quota to the Governance Entity in an RFR Notice under clause 5.1.

**8. RE-OFFER REQUIRED**

8.1 If:

8.1.1 the Crown gives the Governance Entity an RFR Notice;

8.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date; and

8.1.3 the Crown during the period of two years from the Expiry Date proposes to offer any of those Applicable Quota not accepted by the Governance Entity for Sale again but at a price (per Quota Share), or on other terms and conditions, more favourable to the purchaser than on the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers that Applicable Quota for Sale on those more favourable terms and conditions to the Governance Entity in another RFR Notice under clause 5.1.

**9. EFFECT OF THIS DEED**

9.1 Nothing in this Deed will require the Crown to:

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 7: SHELLFISH RFR DEED**

9.1.1 purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996;

9.1.2 introduce any of the Applicable Species into the Quota Management System; or

9.1.3 offer for sale any Applicable Quota held by the Crown.

9.2 The Governance Entity acknowledges that the introduction of any of the Applicable Species into a Quota Management System may not result in any, or any significant, holdings by the Crown of Applicable Quota for that species.

9.3 Nothing in this Deed affects, or limits, and the rights and obligations created by this Deed are subject to:

9.3.1 any requirement at common law or under legislation that:

(a) must be complied with before any Applicable Quota is sold to the Governance Entity; or

(b) the Crown must Sell the Applicable Quota to a third party; and

9.3.2 any legal requirement that:

(a) prevents or limits the Crown's ability to Sell the Applicable Quota to the Governance Entity; and

(b) the Crown cannot satisfy after taking reasonable steps to do so (and, to avoid doubt, reasonable steps do not include changing the law).

**10. THIS DEED DOES NOT APPLY IN CERTAIN CASES**

10.1 Neither clause 3 nor clause 5.1 apply if the Crown is Selling Applicable Quota to the Governance Entity.

**11. TIME LIMITS**

11.1 Time is of the essence for the time limits imposed on the Crown and the Governance Entity under this Deed.

11.2 The Crown and the Governance Entity may agree in writing to an extension of a time limit.

**12. ENDING OF RIGHT OF FIRST REFUSAL**

**RFR ends on Sale which complies with this Deed**

12.1 The obligations of the Crown set out in this Deed end in respect of any Applicable Quota on a transfer of the Applicable Quota in accordance with this Deed.

**RFR ends after 50 years**

12.2 The obligations of the Crown set out in this Deed end 50 years after the Settlement Date.

NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 7: SHELLFISH RFR DEED

**13. NOTICES**

13.1 The provisions of this clause apply to Notices under this Deed:

**Notices to be signed**

13.1.1 the Party giving a Notice must sign it;

**Notice to be in writing**

13.1.2 any Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

**Addresses for notice**

13.1.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

*The Crown:*

*Governance Entity:*

The Solicitor-General  
Crown Law Office  
St Pauls Square  
45 Pipitea Street  
(PO Box 5012)  
WELLINGTON

*[Insert the name and address of the  
Governance Entity]*

Facsimile No: 04 473 3482

**Delivery**

13.1.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by post with prepaid postage; or
- (c) by facsimile;

**Timing of delivery**

13.1.5 a Notice:

- (a) delivered by hand will be treated as having been received at the time of delivery;
- (b) delivered by prepaid post will be treated as having been received on the third day after posting; or

NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 7: SHELLFISH RFR DEED

- (c) sent by facsimile will be treated as having been received on the day of transmission; and

**Deemed date of delivery**

- 13.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 13.1.5) be treated as having been received the next Business Day.

**14. AMENDMENT**

- 14.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the Governance Entity and the Crown.

**15. NO ASSIGNMENT**

- 15.1 The Governance Entity may not assign its rights or obligations under this Deed.

**16. DEFINITIONS AND INTERPRETATION**

**Definitions**

- 16.1 In this Deed, unless the context otherwise requires:

**Applicable Quota** means Quota of the kind referred to in clause 2;

**Applicable Species** means a species referred to in schedule 1;

**Applicable TACC** has the meaning given to that term by clause 1.1.2;

**Business Day** means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year, and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Taranaki;

**Crown** has the meaning given to that term by section 2(1) of the Public Finance Act 1989 (which, at the date of this Deed, provides that the Crown means:

- (a) Her Majesty the Queen in right of New Zealand; and
- (b) includes all Ministers of the Crown and all Departments; but
- (c) does not include:
- (i) an Office of Parliament (as defined in section 2(1) of the Public Finance Act 1989);

NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 7: SHELLFISH RFR DEED

- (ii) a Crown entity (as defined in section 2(1) of the Public Finance Act 1989); or
- (iii) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986));

**Deed** means this Deed giving a right of first refusal over Shellfish Quota;

**Deed of Settlement** has the meaning given by clause A of the Background to this Deed;

**Expiry Date**, in respect of an RFR Notice, means the date one calendar month after the RFR Notice is received by the Governance Entity;

**Fisheries Legislation** means the Fisheries Act 1983 and the Fisheries Act 1996;

**Individual Transferable Quota** has the same meaning as in section 2(1) of the Fisheries Act 1996;

**Minister of Fisheries** means the Minister of the Crown who is for the time being responsible for the administration of the Fisheries Legislation;

**Party** means the Governance Entity or the Crown;

**Provisional Individual Transferable Quota** has the same meaning as under section 2(1) of the Fisheries Act 1996;

**Quota** means quota under the Fisheries Legislation;

**Quota Management Area** means any area declared by or under the Fisheries Legislation to be a quota management area;

**Quota Management System** means a quota management system established under Part IV of the Fisheries Act 1996;

**Quota Share** has the same meaning as in the Fisheries Act 1996;

**Required Minimum Amount**, in relation to Applicable Quota, means an amount of that Applicable Quota calculated under clause 4.1 or clause 4.2 (whichever is applicable);

**RFR Notice and Notice** means a notice under clause 5.1;

**Sell** means to transfer ownership of Quota for valuable consideration and **Sale** has a corresponding meaning, but neither term includes the transfer by the Crown of Quota under section 22 of the Fisheries Act 1996;

**Settlement Date** means the date which is 20 Business Days after the Deed of Settlement becomes unconditional;

**Shellfish Quota** means Quota in relation to an Applicable Species (being a species referred to in schedule 1);

**Shellfish RFR Area** means the area identified in the map included in schedule 2; and

NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 7: SHELLFISH RFR DEED

**Total Allowable Commercial Catch** or **TACC** means a total allowable commercial catch for a species under section 20 of the Fisheries Act 1996.

16.2 Terms or expressions that are not defined in this Deed, but are defined in the Deed of Settlement, have the meaning given to them by the Deed of Settlement unless the context requires otherwise.

**Interpretation**

16.3 In the interpretation of this Deed, unless the context requires otherwise:

- (a) headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- (b) defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;
- (c) where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- (d) the singular includes the plural and vice versa;
- (e) words importing one gender include the other genders;
- (f) a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- (g) a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- (h) a reference to a schedule is a schedule to this Deed;
- (i) a reference to a monetary amount is to New Zealand currency;
- (j) a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- (k) a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- (l) a reference to a date on which something must be done includes any other date which may be agreed in writing between the Governance Entity and the Crown;
- (m) where the day on or by which anything to be done is not a Business Day, that thing must be done on or by the next Business Day after that day; and
- (n) a reference to time is to New Zealand time.

NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 7: SHELLFISH RFR DEED

SIGNED as a Deed on [ ]

*[Insert appropriate signing clauses for the Governance Entity]*

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**SIGNED** for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by the Minister of Fisheries in the presence of:

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:



NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 7: SHELLFISH RFR DEED

SCHEDULE 1

APPLICABLE SPECIES

(Clause 16.1)

Maori Name	Common Name	Formal Name
Kina	Sea urchin	<i>Evechinus chloroticus</i>
Purimu	Surf-clam	<i>Dosinea anus, Paphies donacina, Mactra discors, Mactra murchisoni, Spisula aequilaturalas, Bassina yatei, or Dosinia subrosea</i>

**NGAA RAURU KIITAHU DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

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**PART 7: SHELLFISH RFR DEED**

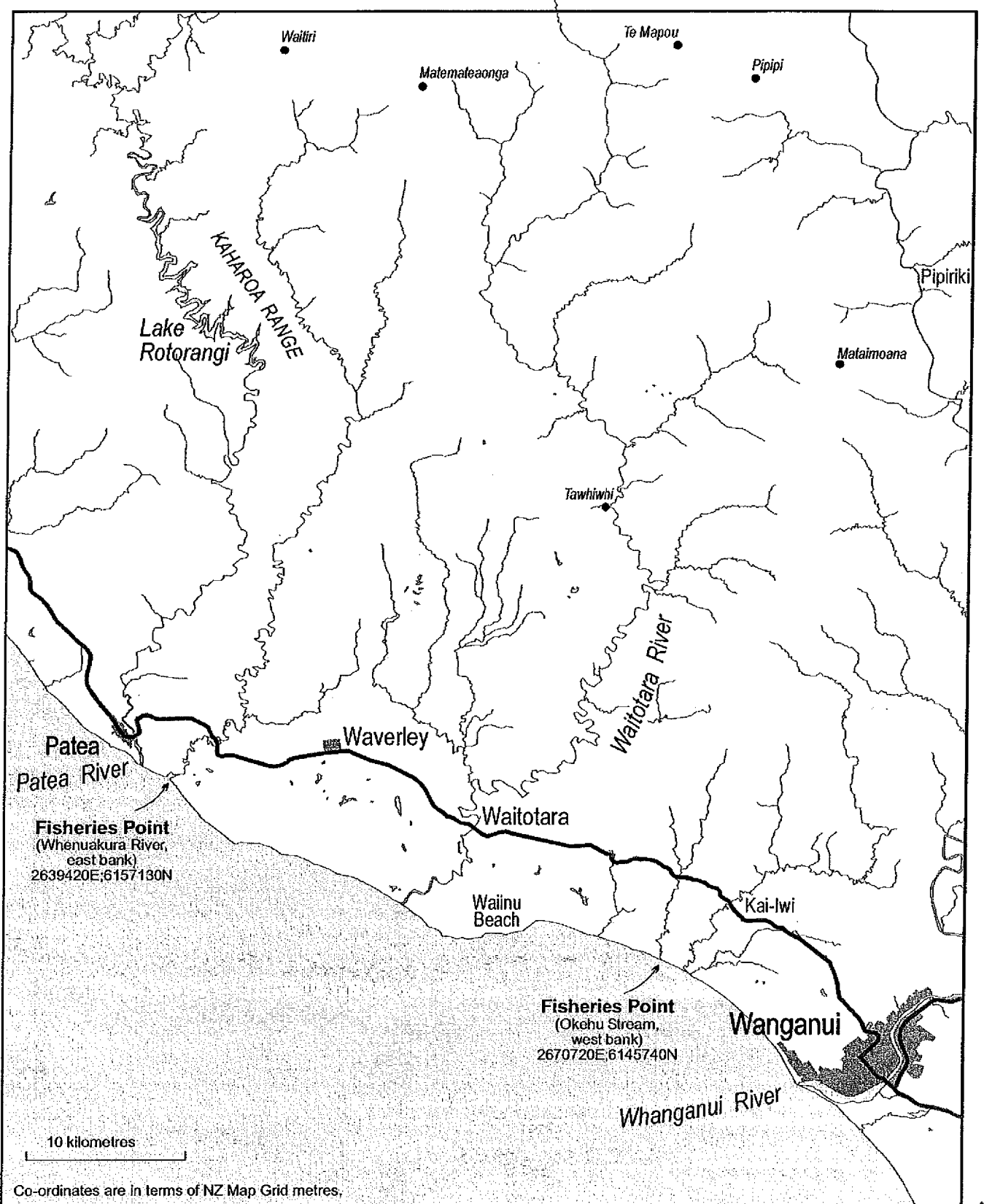
**SCHEDULE 2**

**MAP OF THE SHELLFISH RFR AREA WITH FISHERIES POINTS MARKED APPROXIMATELY**

*(The map follows this page.)*

RS

**SHELLFISH RFR AREA  
FOR NGAA RAURU KIITAHĪ**



*AS*

**PART 8: PROCEDURE FOR PURCHASING AUTHORISATIONS  
IN RESPECT OF COASTAL TENDERING**

**(Clause 12.11.2)**

Handwritten signature or initials in the bottom right corner of the page.

NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE

PART 8: PROCEDURE FOR PURCHASING AUTHORISATIONS IN RESPECT  
OF COASTAL TENDERING

1 EXERCISE OF RIGHT TO PURCHASE AUTHORISATIONS

1.1 The Crown agrees, and the Settlement Legislation will provide, that the right to purchase Authorisations described in clause 12.11.1 of the Deed of Settlement will be exercisable as follows:

- (a) at least 10 Business Days before any offer by public tender, in accordance with section 157 of the Resource Management Act, of Authorisations for the whole or any part of the Specified Coastal Area, as that term is defined in the Deed of Settlement, the Minister of Conservation (the **Minister**) will notify the Governance Entity of that intended offer and will provide to the Governance Entity, or ensure the Governance Entity has reasonable access to, any information:
  - (i) which would be included in a public notice of the offer of Authorisations in accordance with section 157 of that Act; or
  - (ii) which the Minister would make available, upon request, to any other tenderer or member of the public who so requested;
- (b) after considering tenders submitted for any part of the Specified Coastal Area in accordance with section 158 of the Resource Management Act, the Minister will give written notice to the Governance Entity:
  - (i) offering the Governance Entity, on the terms and conditions (including as to consideration) specified in the tender or tenders most preferred by the Minister for each Authorisation, that Authorisation or those Authorisations (if more than one) which the Minister considers would satisfy the conditions of clause 12.11.3(a) of the Deed of Settlement. If the only tender is the tender treated as having been lodged by the Governance Entity under clause 12.12.2 of the Deed of Settlement, or if there are other tenders but the Minister decides not to accept any of those other tenders, the tender treated as having been lodged by the Governance Entity will, for the purposes of this paragraph 1.1(b)(i), be treated as the tender most preferred by the Minister for that Authorisation; and
  - (ii) specifying:
    - (aa) the terms and conditions (including as to consideration) of every other tender that the Minister proposes to accept for any part of the Specified Coastal Area (which information the Governance Entity must keep strictly confidential);
    - (bb) the size, shape and location of the Authorisations to which those tenders relate; and
    - (cc) such other information (if any) as to those Authorisations and tenders as the Minister considers would be made available, upon request, to any other tenderer or member of the public who so requested;

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 8: PROCEDURE FOR PURCHASING AUTHORISATIONS IN RESPECT OF COASTAL TENDERING**

- (c) without limiting the ability of the Governance Entity and the Crown to discuss any matters, by no later than 5.00 pm on the third Business Day following receipt of the notice given by the Minister under paragraph 1.1(b), the Governance Entity will either:
- (i) notify the Minister in writing that the Governance Entity accepts the Minister's offer under paragraph 1.1(b)(i) and pay any remuneration then due for the Authorisation or Authorisations within the period specified in that notice (which period will be no less than that which would have applied to the relevant tenderer and will commence on the date notice is received by the Governance Entity);
  - (ii) notify the Minister in writing of any different Authorisation or Authorisations specified in the notice given by the Minister under paragraph 1.1(b) which the Governance Entity would prefer and regards as qualifying in terms of the criteria in clause 12.11.3(b) of the Deed of Settlement; or
  - (iii) notify the Minister in writing that the Governance Entity does not wish to exercise the right to acquire any of the Authorisations so offered,

provided that if the Governance Entity fails to give any such notice within that time period, paragraph 1.1(g) will apply;

- (d) if the Governance Entity specifies to the Minister under paragraph 1.1(c)(ii) a different Authorisation or Authorisations that the Governance Entity would prefer to be offered, the Minister will by no later than 5.00pm on the second Business Day following receipt of that notice from the Governance Entity, give written notice to the Governance Entity either:
- (i) offering to the Governance Entity the Authorisation or Authorisations preferred by the Governance Entity on the terms and conditions (including as to consideration) specified in the applicable most preferred tenders (and specified in that notice); or
  - (ii) informing the Governance Entity that the Minister has determined not to offer the Governance Entity the Authorisation or Authorisations preferred by the Governance Entity,

provided that if the Minister fails to give either such notice within that time period, the Minister will then be treated as having given the Governance Entity notice under paragraph 1.1(d)(ii);

- (e) if, in accordance with paragraph 1.1(d)(i), the Minister offers to the Governance Entity the Authorisation or Authorisations preferred by the Governance Entity, the

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 8: PROCEDURE FOR PURCHASING AUTHORISATIONS IN RESPECT OF COASTAL TENDERING**

Governance Entity will, by no later than 5.00 pm on the third Business Day following receipt of the notice given by the Minister under paragraph 1.1(d), either:

- (i) notify the Minister in writing that the Governance Entity accepts the Minister's offer under paragraph 1.1(d)(i) and pay any consideration then due for the Authorisation or Authorisations within the period specified in that notice (which period will be no less than that which would have applied to the relevant tenderer and will commence on the date notice is received by the Governance Entity); or
- (ii) notify the Minister in writing that the Governance Entity does not wish to exercise the right to purchase the Authorisation or Authorisations so offered,

provided that if the Governance Entity fails to give any such notice within that time period, paragraph 1.1(g) will apply;

- (f) if the Governance Entity gives notice to the Minister under paragraph 1.1(c)(i) that the Governance Entity accepts the Minister's offer under paragraphs 1.1(b)(i) or 1.1(d)(i), the Minister will, in accordance with section 161 of the Resource Management Act, grant the Authorisation or Authorisations to the Governance Entity accordingly;
- (g) if the Governance Entity fails or declines to exercise the right to purchase any Authorisation in the manner and within the applicable periods specified in paragraphs 1.1(c) or (e):
  - (i) subject to paragraphs 1.1(g)(ii) to (iv), upon the expiry of the applicable periods specified in paragraphs 1.1(c) or (e) or the date on which the Governance Entity declines to exercise the right to purchase an Authorisation (whichever is the earlier), the right to purchase that Authorisation under that tender round will lapse;
  - (ii) the Minister may grant any Authorisation in respect of which the right to purchase has so lapsed to any other tenderer, on identical terms and conditions (including as to consideration) to those offered to the Governance Entity;
  - (iii) the Minister may grant such Authorisation to any other tenderer on terms and conditions different from those upon which the Minister offered the Authorisation to the Governance Entity, provided that the Minister has first offered the Authorisation to the Governance Entity on those new terms, in accordance with the procedures set out in this paragraph 1.1 (excepting paragraphs 1.1(a), 1.1(c)(ii), 1.1(d) and 1.1(e)) and the Governance Entity has failed or declined to exercise the right to purchase the Authorisation on those new terms and conditions; and

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: CULTURAL REDRESS SCHEDULE**

**PART 8: PROCEDURE FOR PURCHASING AUTHORISATIONS IN RESPECT  
OF COASTAL TENDERING**

- (iv) if the Minister wishes to re-offer the Authorisation by public tender in accordance with section 157 of the Resource Management Act, the Minister must comply with all of the procedures set out in this paragraph 1.1.

**2 RESOLUTION OF DISPUTES**

2.1 The Governance Entity and the Crown agree that the following provisions will apply if the Governance Entity seeks to dispute any notice given by the Minister under paragraph 1.1(d)(ii) or treated as having been so given by the proviso to paragraph 1.1(d)(ii):

- (a) in respect of the various time limits specified in paragraphs 1.1(b), (c) and (e), time will be of the essence;
- (b) if the Governance Entity disputes any notice given by the Minister under paragraph 1.1(d)(ii) or treated as having been so given by the proviso to paragraph 1.1(d)(ii), the Governance Entity may give notice in writing to the Minister, by no later than 5.00 pm on the second Business Day following receipt of the notice from the Minister, that the Governance Entity seeks that the dispute be referred to arbitration, and the Governance Entity and the Crown agree that the dispute will then be referred to arbitration under the Arbitration Act, in accordance with this paragraph 2, provided that if the Governance Entity fails to give notice within the period specified the Governance Entity will be treated as not having disputed the Minister's notice;
- (c) the arbitration will be conducted by a single arbitrator:
  - (i) appointed by the Governance Entity and the Crown if, by 5.00pm on the next Business Day following the day of receipt by the Minister of the notice given by the Governance Entity under paragraph 2.1(b), the Governance Entity and the Crown so agree and appoint; or
  - (ii) otherwise appointed by the President, or his or her nominee, for the time being of the Arbitrators Institute of New Zealand, at the request of either the Governance Entity or the Crown; and
- (d) the Governance Entity and the Crown agree:
  - (i) to be bound by the award in the arbitration;
  - (ii) that there will be no appeal to any Court arising from that award;
  - (iii) that, accordingly, clauses 4 and 5 of the Second Schedule to the Arbitration Act will not apply;
  - (iv) the award in the arbitration will be made not more than five Business Days after the appointment of the arbitrator under paragraph 2.1(c); and
  - (v) the Governance Entity and the Crown will bear the costs of the arbitration equally, unless otherwise determined by the arbitrator.



**SCHEDULE 3**

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**COMMERCIAL REDRESS  
SCHEDULE**

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*Handwritten signature*  
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**RFR DEED**

**(Clause 14.2)**



**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

**RFR DEED**

**THIS DEED** is made

**BETWEEN**

*[Insert the name of the Governance Entity]* (the **Governance Entity**)

**AND**

**HER MAJESTY THE QUEEN** in right of New Zealand (the **Crown**).

**BACKGROUND**

- A. Ngaa Rauru Kiihahi and the Crown are parties to a deed of settlement to settle the Historical Claims of Ngaa Rauru Kiihahi dated *[Insert the date of the Deed of Settlement]*.
- B. The Crown agreed under that Deed of Settlement that (if that Deed of Settlement became unconditional) the Crown would, by or on the Settlement Date, provide the Governance Entity with a deed in this form granting the Governance Entity a right of first refusal over the RFR Properties.
- C. The Deed of Settlement has become unconditional and this Deed is entered into:
- by the Crown in satisfaction of its obligations under clause 14.2 of the Deed of Settlement; and
  - by the Governance Entity in satisfaction of its obligations under clause 14.3 of the Deed of Settlement.

**IT IS AGREED** as follows:

**1. NOTICE TO BE GIVEN BEFORE DISPOSING OF AN RFR PROPERTY**

**Crown must give RFR Notice**

- 1.1 The Crown must, before Disposing of an RFR Property, give an RFR Notice to the Governance Entity in respect of the property. The RFR Notice must specify any encumbrances affecting the property.

**Crown may withdraw RFR notice**

- 1.2 The Crown may withdraw an RFR Notice at any time before the Governance Entity accepts the offer in that notice under clause 2.1.

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

**RFR DEED**

- 1.3 If the Crown withdraws an RFR Notice, this Deed still applies to the RFR Property and, in particular, the Crown must give another RFR Notice before it Disposes of the RFR Property.

**2. ACCEPTANCE BY THE GOVERNANCE ENTITY**

**Acceptance**

- 2.1 If the Governance Entity accepts by notice in writing to the Crown, by the Expiry Date, the offer set out in an RFR Notice, a contract for the Disposal of the RFR Property (an "RFR Property Contract") is constituted between the Crown and the Governance Entity at the price and on the terms and conditions set out in the RFR Notice.

**Transfer**

- 2.2 If an RFR Property Contract is constituted between the Crown and the Governance Entity under clause 2.1, the Crown will transfer the RFR Property to:

2.2.1 the Governance Entity; or

2.2.2 any person nominated by the Governance Entity (a "Nominated Transferee") by notice in writing to the Crown.

- 2.3 If the Governance Entity wishes to nominate a Nominated Transferee, the Governance Entity must:

2.3.1 give notice to the Crown under clause 2.2.2 at least 10 Business Days before settlement of the relevant RFR Property Contract is due; and

2.3.2 include in that notice:

(a) the name of the Nominated Transferee; and

(b) any other relevant details about the Nominated Transferee.

- 2.4 If the Governance Entity specifies a Nominated Transferee under clause 2.2.2, the Governance Entity remains liable for all the Governance Entity's obligations under the relevant RFR Property Contract.

**3. NON-ACCEPTANCE BY THE GOVERNANCE ENTITY**

- 3.1 If:

3.1.1 the Crown gives the Governance Entity an RFR Notice; and

3.1.2 the Governance Entity does not accept the offer set out in the RFR Notice by notice in writing to the Crown by the Expiry Date,

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

**RFR DEED**

the Crown:

3.1.3 may, at any time during the period of two years from the Expiry Date, Dispose of the RFR Property if the price, and the other terms and conditions of the Disposal, are not more favourable to the purchaser or lessee than the price, and other terms and conditions, set out in the RFR Notice to the Governance Entity; but

3.1.4 must, promptly after entering into an agreement to Dispose of the RFR Property to a purchaser or lessee:

(a) give written notice to the Governance Entity of that fact; and

(b) disclose the terms of that agreement; and

3.1.5 must not Dispose of the RFR Property after the end of the two year period after the Expiry Date without first giving an RFR Notice to the Governance Entity under clause 1.1.

**4. RE-OFFER REQUIRED**

4.1 If:

4.1.1 the Crown gives the Governance Entity an RFR Notice;

4.1.2 the Governance Entity does not accept the offer set out in the RFR Notice by notice in writing to the Crown by the Expiry Date; and

4.1.3 the Crown during the period of two years from the Expiry Date proposes to Dispose of the RFR Property but at a price, or on other terms and conditions, more favourable to the purchaser or lessee than the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers the RFR Property for Disposal on those more favourable terms and conditions to the Governance Entity in another RFR Notice under clause 1.1.

**5. TERMS OF THIS DEED NOT TO AFFECT CERTAIN RIGHTS AND RESTRICTIONS**

5.1 Nothing in this Deed affects, or limits, and the rights and obligations created by this Deed are subject to:

5.1.1 the terms of any gift, endowment, or trust relating to any RFR Property existing before the Settlement Date;

5.1.2 the rights of any holders of mortgages over, or of security interests in, any RFR Property;

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

**RFR DEED**

5.1.3 any requirement at common law or under legislation that:

- (a) must be complied with before any RFR Property is Disposed of to the Governance Entity; or
- (b) the Crown must Dispose of an RFR Property to a third party;

5.1.4 any feature of the title to any RFR Property that prevents or limits the Crown's right to Dispose of the RFR Property to the Governance Entity; and

5.1.5 any legal requirement that:

- (a) prevents or limits the Crown's ability to Dispose of an RFR Property to the Governance Entity; and
- (b) the Crown cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps do not include changing the law).

**6. THIS DEED DOES NOT APPLY IN CERTAIN CASES**

**Disposal to certain persons are exempt**

6.1 Clause 1.1 does not apply if the Crown is Disposing of an RFR Property to:

- 6.1.1 the Governance Entity or a Nominated Transferee;
- 6.1.2 a person to give effect to this Deed or to the Deed of Settlement;
- 6.1.3 a person by way of gift for charitable purposes;
- 6.1.4 the existing tenant of a house on the RFR Property that is held on the Settlement Date for education purposes by the Crown;
- 6.1.5 the lessee under a lease of the RFR Property if such Disposal is constituted by a grant of a new lease to the lessee under a right of, or option for, renewal, or under another right of the lessee to take a further lease under the provisions of the lease;
- 6.1.6 a person under a Disposal arising from a legal requirement on the Crown to consent to an assignment, subletting or other parting with possession of the RFR Property (or any part of it) at the request of the lessee of the RFR Property or otherwise;
- 6.1.7 a person who is being granted a lease of the RFR Property in accordance with a legal right created on or before the Settlement Date;

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

**RFR DEED**

- 6.1.8 the lessee under a lease of an RFR Property granted, on or before the Settlement Date (or granted after that date but in renewal of a lease granted on or before that date), under:
- (a) section 66 of the Land Act 1948;
  - (b) section 67 of the Land Act 1948;
  - (c) section 93(4) of the Land Act 1948; or
  - (d) the Crown Pastoral Lands Act 1998;
- 6.1.9 a person to whom the Crown:
- (a) must offer to sell the RFR Property under sections 40(2) or 41 of the Public Works Act 1981 (or those sections as applied by any other legislation); or
  - (b) may sell the RFR Property under section 40(4) of the Public Works Act 1981 (or that sub-section as applied by section 41 of the Public Works Act 1981 or by any other legislation);
- 6.1.10 a person under:
- (a) sections 23, 24 or 26 of the New Zealand Railways Corporation Restructuring Act 1990; or
  - (b) section 207(4) of the Education Act 1989;
- 6.1.11 a person under:
- (a) section 105(1) of the Public Works Act 1981;
  - (b) section 117(3) of the Public Works Act 1981 (other than a person to whom the land is being Disposed of under the words "may be dealt with as Crown land under the Land Act 1948" in paragraph (b) of that section); or
  - (c) section 119(2) of the Public Works Act 1981;
- 6.1.12 a person under section 355(3) of the Resource Management Act 1991;
- 6.1.13 a person under:
- (a) sections 16A or 24E of the Conservation Act 1987;
  - (b) section 15 of the Reserves Act 1977;

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- (c) sections 26 or 26A of the Reserves Act 1977, or any other legislation where a reserve is being vested, if:
  - (i) the reserve is vested in another person to hold and administer as a reserve under the Reserves Act 1977; and
  - (ii) the reserve would revert to the Crown if its status as a reserve was subsequently revoked;
- (d) section 93(4) of the Land Act 1948; or
- (e) legislation that:
  - (i) excludes the RFR Property from a national park within the meaning of the National Parks Act 1980; and
  - (ii) authorises the RFR Property to be Disposed of in consideration or part consideration for other land to be held or administered under the Conservation Act 1987, the National Parks Act 1980 or the Reserves Act 1977; or

6.1.14 a person who, immediately before the Disposal, holds a legal right created on or before the Settlement Date to:

- (a) purchase the RFR Property; or
- (b) be offered the first opportunity to purchase the RFR Property.

**Disposals to Crown Bodies exempt**

6.2 Clause 1.1 does not apply to the Disposal of an RFR Property to a Crown Body, if that Crown Body takes that RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity in the form set out in schedule 1.

6.3 A Crown Body to whom an RFR Property is being Disposed of under clauses 3.1, 5 or 6.1 is not required to enter into a deed under clause 6.2.

**Disposals for public works exempt**

6.4 Clause 1.1 does not apply to the Disposal of an RFR Property to a local authority under section 50 of the Public Works Act 1981, if that local authority takes that RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity in the form set out in schedule 1.

6.5 Clause 1.1 does not apply to the Disposal of an RFR Property which:



**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

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6.5.1 immediately before the Disposal is held by the Crown for a public work (as defined in the Public Works Act 1981); and

6.5.2 after the Disposal will be held or used for the purpose or activity which, immediately before the Disposal, constituted the public work,

if the person to whom the RFR Property is Disposed of takes the RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity in the form set out in schedule 2.

6.6 A local authority, or a person, to whom an RFR Property is being Disposed of under clause 3.1, 5 or 6.1 is not required to enter into a Deed under clauses 6.4 or 6.5.

**Governance Entity to consent**

6.7 The Governance Entity must sign a deed in the form set out in schedule 1 or schedule 2 if that deed is presented to it in accordance with clauses 6.2, 6.4 or 6.5 for signature.

**Disposal Under Public Works Act 1981**

6.8 Clause 1.1 of this Deed does not apply to the Disposal of an RFR Property under an order of the Maori Land Court under section 41(e) of the Public Works Act 1981 and section 134 of Te Ture Whenua Maori Act 1993.

**Disposal of or by Crown Bodies**

6.9 Nothing in this Deed:

6.9.1 affects or limits the right of the Crown or a Crown Body to sell or dispose of a Crown Body;

6.9.2 requires any offer to the Governance Entity in respect of such sale or disposal before that Crown Body is sold or disposed of; or

6.9.3 affects or limits the right of a Crown Body (as transferee of any RFR Property) to Dispose of that RFR Property to any other Crown Body or Crown Bodies or back to the Crown, subject in the case of a Crown Body to it entering into a deed in the form set out in schedule 1 with appropriate amendments (except where clauses 3.1, 5 or 6.1 apply).

**7. NOTICE OF CERTAIN DISPOSALS**

7.1 The Crown will advise the Governance Entity:

7.1.1 in an agreed manner of a Disposal of an RFR Property under clauses 5 or 6; and

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

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7.1.2 as soon as reasonably practicable after Disposal of that RFR Property (or in such other time frame as may be agreed between the Crown and the Governance Entity).

**8. TIME LIMITS**

8.1 Time is of the essence for the time limits imposed on the Crown and the Governance Entity under this Deed.

8.2 The Crown and the Governance Entity may agree in writing to an extension of a time limit.

**9. TERM OF RIGHT OF FIRST REFUSAL**

**Term of RFR**

9.1 The obligations of the Crown set out in this Deed begin on the Settlement Date and end 50 years after that Date.

**RFR ends on Disposal which complies with this Deed**

9.2 The obligations of the Crown under this Deed end in respect of each RFR Property on a transfer of the estate in fee simple of the RFR Property in accordance with this Deed.

**10. DISPOSAL OF MORE THAN ONE PROPERTY**

10.1 An offer made by the Crown under clause 1.1 may be in respect of more than one RFR Property, but this Deed applies to that offer as if all the RFR Properties included in the offer were a single RFR Property.

**11. NOTICES**

11.1 The provisions of this clause apply to Notices under this Deed:

***Notices to be signed***

11.1.1 the Party giving a Notice must sign it;

***Notice to be in writing***

11.1.2 any Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

***Addresses for notice***

11.1.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

**NGAA RAURU KIITAHU DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

**RFR DEED**

*The Crown:*

*Governance Entity:*

The Solicitor-General  
Crown Law Office  
St Pauls Square  
45 Pipitea Street  
(PO Box 5012)  
WELLINGTON

*[Insert the name of the Governance Entity]*

Facsimile No: 04 473 3482;

***Delivery***

11.1.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by post with prepaid postage; or
- (c) by facsimile;

***Timing of delivery***

11.1.5 a Notice:

- (a) delivered by hand will be treated as having been received at the time of delivery;
- (b) delivered by prepaid post will be treated as having been received on the third day after posting; or
- (c) sent by facsimile will be treated as having been received on the day of transmission; and

***Deemed date of delivery***

11.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 11.1.5) be treated as having been received the next Business Day.

**12. AMENDMENT**

12.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the Governance Entity and the Crown.

**13. NO ASSIGNMENT**

13.1 The Governance Entity may not assign its rights or obligations under this Deed.

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

**RFR DEED**

**14. DEFINITIONS AND INTERPRETATION**

**Definitions**

14.1 In this Deed, unless the context requires otherwise:

**Business Day** means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Taranaki;

**Control**, for the purposes of subclause (d) of the definition of Crown Body, means:

- (a) in relation to a company, control of the composition of the board of directors of the company; and
- (b) in relation to any other body, control of the composition of the group that would be the board of directors if the body was a company;

**Crown** has the meaning given to it in section 2(1) of the Public Finance Act (which, at the date of this Deed, provides that the Crown:

- (a) means Her Majesty the Queen in right of New Zealand; and
- (b) includes all Ministers of the Crown and all Departments; but
- (c) does not include:
  - (i) an Office of Parliament;
  - (ii) a Crown entity (as defined in section 2(1) of the Public Finance Act 1989); or
  - (iii) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986));

**Crown Body** means:

- (a) the Crown (whether acting through a Minister or otherwise);
- (b) a Crown entity (as defined in section 2(1) of the Public Finance Act 1989) and includes the New Zealand Railways Corporation;

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

**RFR DEED**

- (c) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); or
- (d) any company or body which is wholly-owned or Controlled by:
  - (i) the Crown, a Crown entity or a State enterprise; or
  - (ii) a combination of the Crown, a Crown entity, Crown entities, a State enterprise or State enterprises;and includes a subsidiary of, or related company to, any such company or body;

**Deed** means this Deed giving a right of first refusal over RFR Properties;

**Deed of Settlement** means the Deed of Settlement referred to in clause A of the Background to this Deed;

**Dispose** means:

- (a) to transfer an estate in fee simple; or
- (b) to grant a lease the term of which, including rights of renewal or of extension contained in the lease, is or could be for 50 years or longer;

**Expiry Date** means, in respect of an RFR Notice, the date one calendar month after the RFR Notice is received by the Governance Entity;

**Nominated Transferee** has the meaning set out in clause 2.2.2;

**Notice** means a notice or other communication given under this Deed;

**Party** means the Governance Entity or the Crown;

**RFR Area** means the area of land within the boundary on SO 314771 and shown for the purposes of identification only in the map included in schedule 3;

**RFR Notice** means a written notice to the Governance Entity which offers to Dispose of the RFR Property to the Governance Entity at the price and on the terms and conditions set out in that notice;

**RFR Property** means:

- (a) every parcel of land which is in the RFR Area and on the Settlement Date is:
  - (i) vested in the Crown or held by the Crown under any Act; or

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

**RFR DEED**

- (ii) vested in another person under section 26 or section 26A of the Reserves Act 1977;

but does not include:

- (iii) the following properties that Ngaa Rauru Kiitahi elected not to have transferred to the Governance Entity as part of the Financial and Commercial Redress under the Deed of Settlement, namely:

- 4 Severn Street, Waitotara, being 994 square metres more or less, Lot 1 DP 15612 being all computer freehold register WN56A/18;
- Rangitatau West Road, Maxwell, being 4047 square metres more or less, Lot 1 DP 8124 being all computer freehold register WN372/172;
- 3 Smith Street, Waverley, being 934 square metres more or less, Lot 3 DP 44977 being all computer freehold register WN56A/672;
- 39 Gloag Street, Waverley, being 862 square metres more or less, Part Section 10 Town of Waverley being all Gazette Notice 864226; and
- part former Maxwell School, State Highway No. 3, Maxwell being 9391 square metres more or less, Lot 2 LT306075, being Part CT 373/194, Part CT 339/21 and all Proc. 618206;

- (iv) any land or roads vested in the Crown by section 44 of the Transit New Zealand Act 1989; or

- (v) any "railways assets" of the Crown within the meaning of paragraph (c) of the definition of "railways assets" in section 2 of the New Zealand Railways Corporation Restructuring Act 1990; and

- (b) every parcel of land which is transferred to the Crown as the consideration, or part of the consideration, for a Disposal under clause 6.1.13(a), (b) or (e); and

**RFR Property Contract** has the meaning set out in clause 2.1; and

**Settlement Date** has the same meaning as under the Deed of Settlement and means the date which is 20 Business Days after the Deed of Settlement becomes unconditional being [*Insert date*].

- 14.2 Unless the context requires otherwise, terms or expressions defined in the Deed of Settlement have the same meanings in this Deed.

RFR DEED

**Interpretation**

14.3 In the interpretation of this Deed, unless the context requires otherwise:

- (a) headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- (b) defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;
- (c) where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- (d) the singular includes the plural and vice versa;
- (e) words importing one gender include the other genders;
- (f) a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- (g) a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- (h) a reference to a schedule is a schedule to this Deed;
- (i) a reference to a monetary amount is to New Zealand currency;
- (j) a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- (k) a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- (l) a reference to a date on which something must be done includes any other date which may be agreed in writing between the Governance Entity and the Crown;
- (m) where the day on or by which anything to be done is not a Business Day, that thing must be done on or by the next Business Day after that day; and
- (n) a reference to time is to New Zealand time.

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

**RFR DEED**

**SIGNED** as a Deed on [                      ]

*[Insert signing provisions for the Governance Entity]*

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**SIGNED** for and on behalf of **HER  
MAJESTY THE QUEEN** in right of  
New Zealand by the Minister in  
Charge of Treaty of  
Waitangi Negotiations in the presence of:

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:



**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

**RFR DEED**

**SCHEDULE 1**

*(Clauses 6.2 and 6.4 of this Deed)*

**DEED OF COVENANT**

**PARTIES**

*[Insert the name of the Governance Entity]* (the **Governance Entity**)

*[Insert the name of the Crown Body or the local authority (as the case may be) to whom the property is being disposed under clause 6.2 or clause 6.4]* (the **New Owner**)

**HER MAJESTY THE QUEEN** in right of New Zealand *[or the Crown Body if this Deed relates to a second or subsequent intra-Crown Disposal]* (the **Current Owner**)

**BACKGROUND**

- A. The Current Owner proposes to dispose of the property described in the schedule to this Deed (the **Property**) to the New Owner.
- B. The Property is subject to a deed giving a right of first refusal dated [ ] between the Crown and the Governance Entity (the **Principal Deed**).
- C. Under the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed from the New Owner in favour of the Governance Entity ensuring that the New Owner takes the Property subject to the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

**IT IS AGREED** as follows:

**1. TRANSFER BY CURRENT OWNER**

- 1.1 The Current Owner transfers to the New Owner (with effect from the Transfer Date) all its rights and obligations under the Principal Deed in so far as they relate to the Property.

**2. ACCEPTANCE BY NEW OWNER**

- 2.1 The New Owner, for the benefit of the Current Owner and the Governance Entity, accepts the Transfer.

**3. CONSENT AND RELEASE BY THE GOVERNANCE ENTITY**

- 3.1 The Governance Entity consents to the Transfer and releases the Current Owner (with effect from the Transfer Date) from all of its obligations under the Principal Deed insofar as they relate to the Property.

**RFR DEED**

**4. DEFINITIONS AND INTERPRETATION**

**Defined Terms**

4.1 In this Deed, unless the context requires otherwise:

**Property** has the meaning set out in clause A of the Background to this Deed;

**Principal Deed** has the meaning set out in clause B of the Background to this Deed;

**Transfer** means the transfer described in clause 1; and

**Transfer Date** means the date on which the Current Owner Disposes of the Property to the New Owner.

4.2 Terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the meanings given to them by the Principal Deed.

**Interpretation**

4.3 The rules of interpretation set out in clause 14.3 of the Principal Deed also apply to the interpretation of this Deed.

**SIGNED** as a deed on [     ]

*[Insert signing provisions for the Governance Entity, the New Owner and the Current Owner]*



**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

---

**RFR DEED**

**SCHEDULE**

**The Property**

*[Describe the Property]*

Handwritten signature or initials, possibly 'A B', located in the bottom right corner of the page.

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

**RFR DEED**

**SCHEDULE 2**

*(Clause 6.5 of this Deed)*

**DEED OF COVENANT**

**PARTIES**

*[Insert the name of the Governance Entity]* (the **Governance Entity**)

*[Insert the name of the person to whom the property is being disposed of under clause 6.5]*  
(the **New Owner**)

**HER MAJESTY THE QUEEN** in right of New Zealand *[or the Crown Body]* (the **Current Owner**)

**BACKGROUND**

- A. The Current Owner proposes to Dispose of the Property described in the schedule to this Deed (the **Property**) to the New Owner.
- B. The Property is subject to a deed giving a right of first refusal dated [ ] between the Crown and the Governance Entity (the **Principal Deed**).
- C. Under the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed from the New Owner in favour of the Governance Entity ensuring that the New Owner takes the Property subject to the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

**IT IS AGREED** as follows:

**1. TRANSFER BY CURRENT OWNER**

- 1.1 The Current Owner transfers to the New Owner (with effect from the Transfer Date) all its rights and obligations under the Principal Deed in so far as they relate to the Property.

**2. ACCEPTANCE BY NEW OWNER**

- 2.1 The New Owner, for the benefit of the Current Owner and the Governance Entity, accepts the Transfer.

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

**RFR DEED**

**3. CONSENT AND RELEASE BY GOVERNANCE ENTITY**

- 3.1 The Governance Entity consents to the Transfer and releases the Current Owner (with effect from the Transfer Date) from all of its obligations under the Principal Deed insofar as they relate to the Property.

**4. OBLIGATION TO MAKE OFFER**

**Request by the Governance Entity**

- 4.1 The Governance Entity may give written notice to the New Owner requesting the New Owner to give an RFR Notice under clause 1.1 of the Principal Deed.

**RFR Notice to be given if Property no longer required**

- 4.2 The New Owner must give an RFR Notice under clause 1.1 of the Principal Deed if, on the date of receipt by the New Owner of a notice under clause 4.1, the Property is no longer being held or used for the purpose or activity which, immediately before the Disposal to the New Owner, constituted the public work referred to in clause 6.5 of the Principal Deed. Clause 1.2 of the Principal Deed does not apply to that written notice.

**Frequency of requests**

- 4.3 A notice under clause 4.1 may not be given within 3 years:

4.3.1 of the Transfer Date; or

4.3.2 of the date of receipt by the New Owner of the last notice under clause 4.1.

**5. DEFINITIONS AND INTERPRETATION**

**Defined Terms**

- 5.1 In this Deed, unless the context requires otherwise:

**Principal Deed** has the meaning set out in clause B of the Background to this Deed;

**Property** has the meaning set out in clause A of the Background to this Deed;

**Transfer** means the transfer described in clause 1; and

**Transfer Date** means the date on which the Current Owner Disposes of the Property to the New Owner.

- 5.2 Terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the meanings given to them by the Principal Deed.

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

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**RFR DEED**

**Interpretation**

- 5.3 The rules of interpretation set out in clause 14.3 of the Principal Deed also apply to the interpretation of this Deed.

*[Insert signing provisions for the Governance Entity, the New Owner and the Current Owner]*



**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

---

**RFR DEED**

**SCHEDULE**

**THE PROPERTY**

*[Describe the Property]*



**NGAA RAURU KIITAHI DEED OF SETTLEMENT: COMMERCIAL REDRESS SCHEDULE**

---

**RFR DEED**

**SCHEDULE 3**

*(Clause 14.1 of this Deed)*

**RFR AREA**

*(The maps follow this page.)*







This plan is only for the purpose of the Right of First Refusal over Crown Land and to identify the area that memorials will be removed from as referred to in the Deed of Settlement between the Crown and Ngaa Rauru Kiiitahi. It is not intended for any other purpose.

Certified that the boundary shown hereon is the same as that boundary agreed to for the purposes of the Right of First Refusal over Crown Land in the Deed of Settlement between the Crown and Ngaa Rauru Kiiitahi.

.....  
For and on behalf of Ngaa Rauru Kiiitahi

.....  
For and on behalf of the Crown

Notes:  
Right of First Refusal Area (RFR Area) boundary is bold black line.  
If the majority of any parcel lying across the RFR Area boundary falls within that Area then all of that parcel shall be deemed to be included.  
Coordinates are in terms of New Zealand Map Grid.  
All seaward boundaries follow the line of mean high water springs but cross the mouths of all rivers, inlets and estuaries except where shown otherwise.  
Where a boundary is shown along a road or river it follows the middle line of the legal road or physical river unless shown otherwise.  
For boundary detail refer to Sheet 2.

Total Area

Comprised in

I .....  
being a person entitled to practise as a registered surveyor under the  
(a) The surveys to which this dataset relates are approved, and were undertaken by me or under my direction in accordance with the Survey Act 1988 and the Survey Regulations 1988  
(b) This dataset is accurate and has been created in accordance with the Act and those Regulations.  
Signed: \_\_\_\_\_ Date: / /

Field Book: a Traverse Book: a  
Reference Plans: \_\_\_\_\_  
Examined: \_\_\_\_\_ Correct: \_\_\_\_\_

Approved for Parliamentary Purposes Only

..... Chief Surveyor

Deposited this ..... day of .....

..... for Registrar-General of Land

File: WR01516  
Revised Instructions

**SO 314771**

Sheet 1 of 2

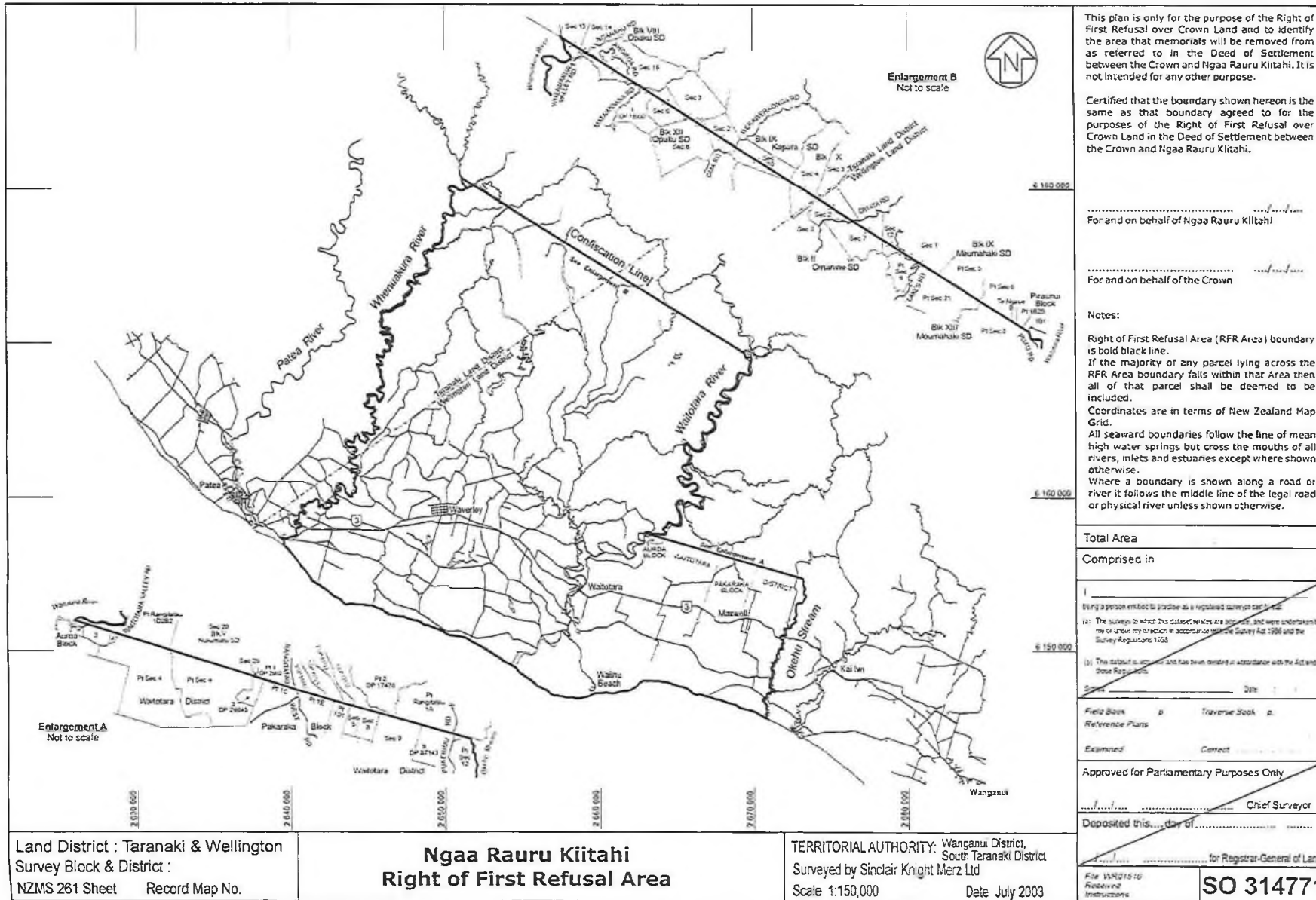
Topographic data sourced from Land Information NZ. Crown copyright reserved.

Land District : Taranaki & Wellington  
Survey Block & District :  
NZMS 262 Sheet 6

**Ngaa Rauru Kiiitahi  
Right of First Refusal Area**

TERRITORIAL AUTHORITY: Wanganui District,  
South Taranaki District  
Surveyed by Sinclair Knight Merz Ltd  
Scale 1:150,000 Date July 2003





This plan is only for the purpose of the Right of First Refusal over Crown Land and to identify the area that memorials will be removed from as referred to in the Deed of Settlement between the Crown and Ngaa Rauru Kītahi. It is not intended for any other purpose.

Certified that the boundary shown hereon is the same as that boundary agreed to for the purposes of the Right of First Refusal over Crown Land in the Deed of Settlement between the Crown and Ngaa Rauru Kītahi.

For and on behalf of Ngaa Rauru Kītahi

For and on behalf of the Crown

Notes:  
 Right of First Refusal Area (RFR Area) boundary is bold black line.  
 If the majority of any parcel lying across the RFR Area boundary falls within that Area then all of that parcel shall be deemed to be included.  
 Coordinates are in terms of New Zealand Map Grid.  
 All seaward boundaries follow the line of mean high water springs but cross the mouths of all rivers, inlets and estuaries except where shown otherwise.  
 Where a boundary is shown along a road or river it follows the middle line of the legal road or physical river unless shown otherwise.

Total Area

Comprised in

Being a person entitled to practice as a registered surveyor certifies:  
 (a) The surveys to which this dataset relates are original, and were undertaken by me or under my direction in accordance with the Survey Act 1986 and the Survey Regulations 1988.  
 (b) The dataset is correct and has been checked in accordance with the Act and those Regulations.

Field Book p. Traverse Book p.  
 Reference Points  
 Examined Correct

Approved for Parliamentary Purposes Only

Chief Surveyor

Deposited this day of

for Registrar-General of Land

File W021510  
 Reviewed  
 Instructions

**SO 314771**

Sheet 2 of 2

Land District : Taranaki & Wellington  
 Survey Block & District :  
 NZMS 261 Sheet Record Map No.

**Ngaa Rauru Kītahi**  
**Right of First Refusal Area**

TERRITORIAL AUTHORITY: Wanganui District,  
 South Taranaki District  
 Surveyed by Sinclair Knight Merz Ltd  
 Scale 1:150,000 Date July 2003

Handwritten initials and a signature.

**SCHEDULE 4**

---

**DEED OF COVENANT**

---

**(Clause 3.5)**

*Handwritten initials: RS*

DEED OF COVENANT

**THIS DEED** is made

**BETWEEN**

*[insert the name of the Governance Entity]* (the **Governance Entity**)

**AND**

**HER MAJESTY THE QUEEN** in right of New Zealand by the Minister in Charge of Treaty of Waitangi Negotiations (the **Crown**)

**BACKGROUND**

- A. Under a deed of settlement dated [ ] between Ngaa Rauru Kiiitahi and the Crown (the **Deed of Settlement**), the Crown agreed, subject to the terms and conditions specified in the Deed of Settlement, to provide certain Redress to an Entity to be established by Ngaa Rauru Kiiitahi under clause 3.4 of the Deed of Settlement.
- B. The Governance Entity was established on [date] as the Entity to:
- be established by Ngaa Rauru Kiiitahi under clause 3.4 of the Deed of Settlement; and
  - receive the Redress to be provided to the Governance Entity under the Deed of Settlement.
- C. As required by clause 3.5 of the Deed of Settlement, the Governance Entity enters into this Deed with the Crown.

**NOW THE GOVERNANCE ENTITY AGREES** with the Crown as follows:

**1. CONFIRMATION OF RATIFICATION**

- 1.1 The Governance Entity confirms that it has been ratified by Ngaa Rauru Kiiitahi as an appropriate Entity to receive the Redress that is to be provided to it under the Deed of Settlement.

**2. COVENANT**

- 2.1 The Governance Entity covenants with the Crown that, from the Date of this Deed, the Governance Entity:
- 2.1.1 is a party to the Deed of Settlement as if it had been named as a party to the Deed of Settlement and had signed it;
- 2.1.2 must comply with all the obligations of the Governance Entity under the Deed of Settlement; and

**NGAA RAURU KIITAHI DEED OF SETTLEMENT: SCHEDULE 4**

**DEED OF COVENANT**

2.1.3 is bound by the terms of the Deed of Settlement.

**3. RATIFICATION AND CONFIRMATION OF ACKNOWLEDGEMENTS AND ACTIONS**

3.1 The Governance Entity ratifies and confirms:

3.1.1 all acknowledgements and agreements made by Ngaa Rauru Kiitahi in the Deed of Settlement; and

3.1.2 all rights and powers exercised, all waivers given, all amendments agreed to, and any other actions taken in relation to the Deed of Settlement, by the Nga Rauru Iwi Authority as the agent for Ngaa Rauru Kiitahi under clause 3.7 of the Deed of Settlement and agrees to be bound by them.

**4. NOTICES**

4.1 Notices to the Crown and the Governance Entity may be given in the same manner as provided in clause 17.10 of the Deed of Settlement.

4.2 The Governance Entity's address where notices may be given is: *[Details to be inserted]*

4.3 The Crown's address where notices may be given is as provided in clause 17.10 of the Deed of Settlement.

**5. INTERPRETATION**

5.1 In this Deed of Covenant, unless the context otherwise requires:

5.1.1 **Deed of Settlement** means the deed referred to in clause A of the Background; and

5.1.2 terms defined in the Deed of Settlement have the same meanings.

5.2 The rules of interpretation in clause 18.7 of the Deed of Settlement apply in the interpretation of this Deed of Covenant.

**SIGNED** as a Deed on [                          ].

*[insert appropriate signing provisions for the Governance Entity]*

A handwritten signature in black ink, appearing to be 'AF' or similar, located in the bottom right corner of the page.

**NGAA RAURU KIITAHU DEED OF SETTLEMENT: SCHEDULE 4**

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**DEED OF COVENANT**

**SIGNED** for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by the Minister in Charge of Treaty of Waitangi Negotiations in the presence of:

**WITNESS**

---

Name:  
Occupation:  
Address:

**SCHEDULE 5**

---

**AREA OF INTEREST**

---

**(Clause 18.5)**

*LM*

**NGAA RAURU KIITAHU DEED OF SETTLEMENT: SCHEDULE 5**

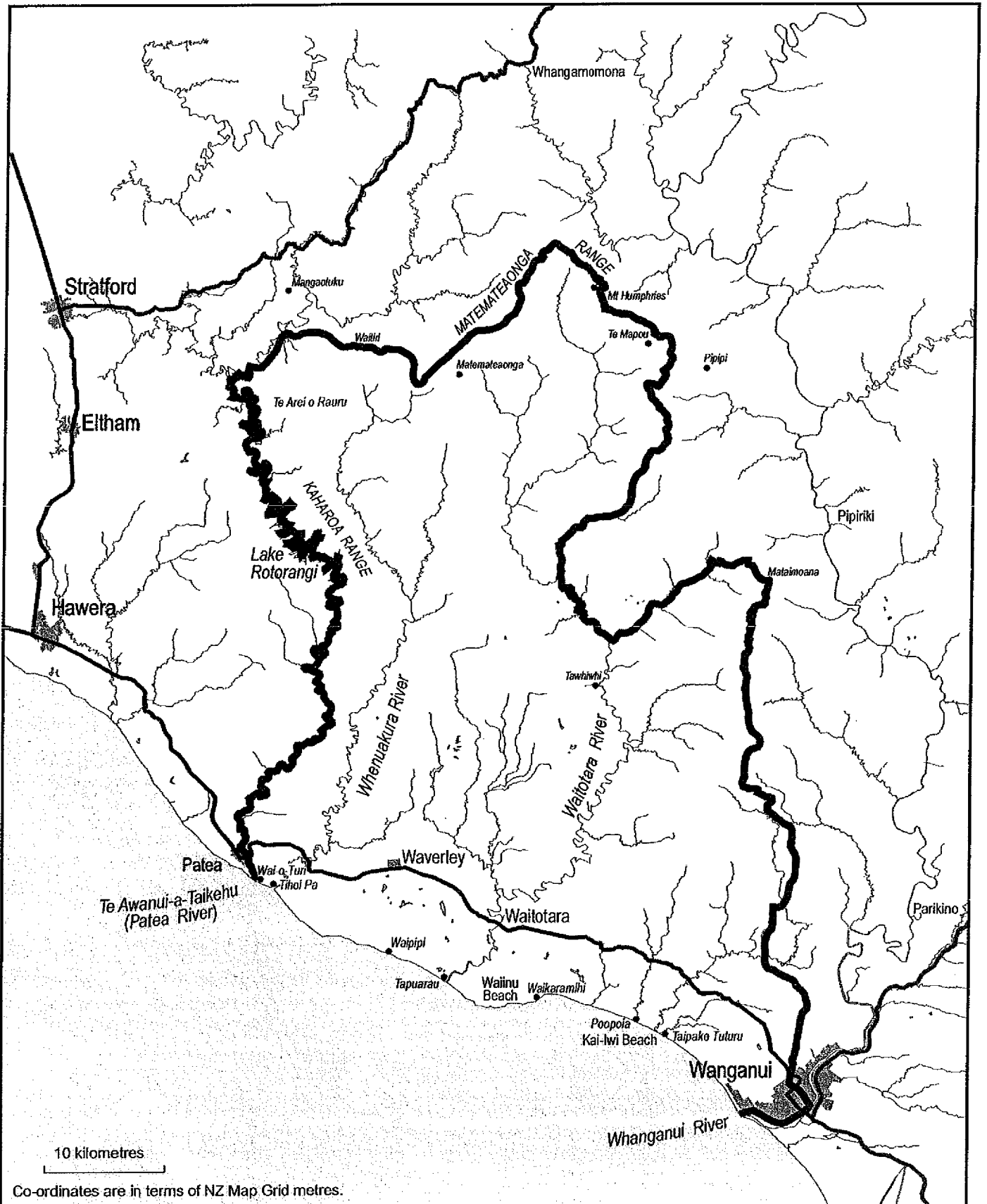
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**AREA OF INTEREST**

*(The map follows this page.)*



# AREA OF INTEREST OF NGAA RAURU KIITAHĪ



A M