

NGĀTI KOROKI KAHUKURA

and

TAUMATAWIWI TRUST

and

THE CROWN

**DEED TO AMEND
NGĀTI KOROKI KAHUKURA
DEED OF SETTLEMENT**

**DEED TO AMEND NGĀTI KOROKI KAHUKURA
DEED OF SETTLEMENT**

THIS DEED is made on the day of 2013

BETWEEN

NGĀTI KOROKI KAHUKURA

AND

TAUMATAWIWI TRUST

AND

THE CROWN

1. BACKGROUND

- A. Ngāti Koroki Kahukura and the Crown are parties to a Deed of Settlement dated 20 December 2012 (the **Deed of Settlement**).
- B. Ngāti Koroki Kahukura and the Crown wish to enter this deed to formally record certain amendments to the Deed of Settlement, as provided for in clause 5.1 of the General Matters Schedule to the Deed of Settlement.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

- 1.1 This deed takes effect when it is signed by the parties.

AMENDMENTS TO THE DEED OF SETTLEMENT

- 1.2 The Deed of Settlement:

1.2.1 is amended by:

- (a) making the amendments set out in Schedule 1 to this deed; and
- (b) deleting the current part 6 and substituting the replacement part 6 attached as Schedule 2 to this Deed; and
- (c) deleting the current part 7 and substituting the replacement part 7 attached as Schedule 3 to this Deed; but

- 1.3 otherwise remains unchanged, except to the extent provided by this Deed.

DEFINITIONS AND INTERPRETATION

- 1.4 Unless the context otherwise requires:

1.4.1 terms or expressions defined in the Deed of Settlement have the same meanings in this Deed; and

1.4.2 the rules of interpretation in the Deed of Settlement apply (with all appropriate changes) to this Deed.

DEED TO AMEND NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT

SIGNED as a Deed on 14 October 2013

SIGNED for and on behalf of
THE CROWN by the acting Minister for Treaty
of Waitangi Negotiations in the presence of:


Honourable Simon Bridges

Signature of Witness

Witness Name

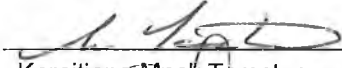
Occupation

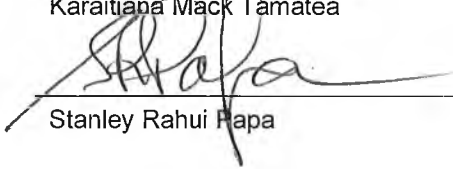
Address

SIGNED by the trustees of the
TAUMATAWIWI TRUST
in the presence of:


Timothy Taiapa Kara


Ted Taotao Tauroa


Karaitiana Mack Tamatea


Stanley Rahui Papa

Signature of Witness

Witness Name

Occupation

Address

SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

(Deed, General Matters Schedule, Property Redress Schedule and Attachments)

Deed of Settlement

Current reference	Amendment
Schedules Contents of Property Redress Schedule (page 3 of the deed)	Replace heading 3 with "Commercial redress properties". Delete headings for parts 4, and 5. Replace heading 6 with "Terms of transfer for the commercial redress properties". Replace heading 7 with "Notice in relation to properties". Insert new heading 8 "Definitions".
Part 4, clause 4.7.2(b)(i)	Replace clause 4.7.2(b)(i) with: "to a cultural redress property, any early transfer property or any RFR land; or".
Part 4, clause 4.7.2(c)	Replace clause 4.7.2(c) with: "require any resumptive memorial to be removed from a certificate of title to, or a computer register for, a cultural redress property, any early transfer property or any RFR land; or".
Part 5, clause 5.14	Add new clause after current clause 5.14 (with consequential renumbering) as follows: "EARLY TRANSFER OF 12 OREIPUNGA ROAD 5.15 The parties agree that 12 Oreipunga Road will be transferred to the governance entity as redress for nil consideration as soon as reasonably practicable following the date the deed to amend is signed by the parties."
Part 5, clause 5.15.1(a)	Delete clause 5.15.1(a).
Part 5, clause 5.15.2	Delete heading "As a local purpose reserve" and delete clause 5.15.2, with consequential re-numbering to the remainder of part 5.
Part 5, clause 5.24.1	Replace "\$405,800" with "\$555,800".
Part 8, clause 8.1	Replace clause 8.1 with the following: "8.1 The Crown will pay the governance entity on the settlement date the balance financial commercial redress amount of \$977,536, being the financial and commercial redress amount of \$3,000,000 less: 8.1.1 the on-account payments of \$250,000 and \$1,600,000, referred to in clause 8.2; and

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	8.1.2 the total transfer values of the commercial redress properties, being \$172,464."
Part 8, clause 8.2 heading	Replace " ON-ACCOUNT PAYMENT " with " ON-ACCOUNT PAYMENTS ".
Part 8, clause 8.2	Replace clause 8.2 with: <p>"8.2 The parties acknowledge that on account of the settlement:</p> <p>8.2.1 \$250,000 was paid to the governance entity on 19 June 2012 and the governance entity applied this on-account payment to support the purchase of the Manu Tioriori Visitor Centre; and</p> <p>8.2.2 \$1,600,000 was paid to the governance entity on 24 May 2013."</p>
Part 8, clause 8.3	Replace heading " COMMERCIAL REDRESS PROPERTY " with " COMMERCIAL REDRESS PROPERTIES ".
Part 8, clause 8.3	Replace clause 8.3 with: <p>"The Crown will transfer the commercial redress properties (being those properties listed in part 3 of the property redress schedule) to the governance entity on the settlement date, on the terms and conditions in part 6 of the property redress schedule."</p>
Part 8, clauses 8.4, 8.5 and 8.6	Replace all references in clauses 8.4, 8.5 and 8.6 to "commercial redress property" with "leaseback property".
Part 8, clauses 8.7.2 and 8.7.3	Replace both references to "the commercial redress property" with "the commercial redress property described as Pukeatua School".
Part 8, clause 8.7.4	Replace both references in clause 8.7.4 to "commercial redress property" with "commercial redress properties".
Part 8, clause 8.7.5(a)	Replace "\$132,000" with "\$180,864".
Part 8, clause 8.7.5(b)	Replace "\$2,618,000" with "\$969,136".
Part 8, clause 8.8	Replace current clause 8.8 with: " EARLY TRANSFER OF FORMER MAUNGATAUTARI SCHOOL <p>8.8 The parties agree that former Maungatautari School will be transferred to the governance entity as redress for nil consideration as soon as reasonably practicable following the date the deed to amend is signed by the parties."</p>
Part 8, clause 8.9	Delete clause 8.9 (with consequential re-numbering to the remainder of part 8).
Part 8, clause 8.10	Replace current clause 8.10 with "The settlement legislation will enable the transfer of the commercial redress properties".
Part 9, clause 9.3.2(b)	Replace clause 9.3.2 (b) with: <p>"in particular, the legislative matters schedule provided that if there are</p>

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	any inconsistencies between that schedule and the deed to amend, then the deed to amend shall prevail; and".
Part 9, clause 9.10	<p>Insert after clause 9.10 a new clause as follows:</p> <p>"9.11 The parties intend that if this deed does not become unconditional under clause 9.5:</p> <p>9.11.1 the payments made under clause 5.21, 5.34 and 8.2 will be taken into account in relation to any future settlement of the historical claims;</p> <p>9.11.2 the properties transferred by the Crown to the governance entity under clauses 5.15 and 8.8 will be taken into account in relation to any future settlement of the historical claims; and</p> <p>9.11.3 despite clause 9.7, the Crown may produce this deed to any Court or tribunal considering the quantum of any redress to be provided by the Crown in relation to any future settlement of the historical claims."</p>

General Matters Schedule

Current reference	Amendment
Part 2, paragraph 2.1	Replace paragraph 2.1 with the following: "2.1 The Crown must pay the governance entity on the settlement date interest on the following amounts: 2.1.1 the balance financial and commercial redress amount of \$977,536; 2.1.2 the on-account payment of \$250,000 referred to in clause 8.2.1; and 2.1.3 the on-account payment of \$1,600,000 referred to in clause 8.2.2."
Part 2, paragraph 2.3	After current paragraph 2.3, insert new paragraph 2.4 as follows (with consequential re-numbering): "2.4 The interest under paragraph 2.1.3 is payable for the period: 2.4.1 beginning on 15 December 2010; and 2.4.2 ending on 23 May 2013."
Part 3, paragraphs 3.3.2 and 3.4.4	Delete references to "deferred selection property or".
Part 3, paragraph 3.6.1	Replace paragraph 3.6.1 with the following: "3.6 In particular, the governance entity agrees that in relation to: 3.6.1 12 Oreipunga Road, from the date title to that property was transferred to the governance entity, it was a registered person for GST purposes, unless it is not carrying on a taxable activity; 3.6.2 former Maungatautari School, from the date title to that property was transferred to the governance entity, it was a registered person for GST purposes, unless it is not carrying on a taxable activity; and 3.6.3 all other Crown redress, from the settlement date, it will be a registered person for GST purposes, unless it is not carrying on a taxable activity;"
Part 3, paragraph 3.8.1	Replace paragraph 3.8.1 with the following: "3.8 An indemnity demand: 3.8.1 may be made at any time after: (a) in relation to any early transfer property, the date(s) title to those properties was transferred to the governance entity; and (b) in relation to all other Crown redress, the settlement date;"

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Current reference	Amendment
Part 4, paragraph 4.2	Delete "or the deferred selection property".
Part 6, paragraph 4.6.2	Replace the address for the Crown with: <p style="margin-left: 40px;">"C/- The Solicitor-General Crown Law Office Level 3 Justice Centre 19 Aitken Street PO Box 2858 or DX SP 20208 (Postcode 6140) Wellington, 6011".</p>
Part 6, paragraph 6.1	In the definition of " authorised person ": <ul style="list-style-type: none"> - delete sub-paragraphs (a)(ii) and (a)(iii), (b) and (c)(ii); - insert, in sub-paragraph (a)(ii), "Tunakawa"; - insert, in sub-paragraph (c)(ii), "Balance Puahue Quarry property"; and - insert, in sub-paragraph (d), "described as Pukeatua School" after "commercial redress property".
Part 6, paragraph 6.1	In the definition of " balance financial and commercial redress amount ", replace "\$2,627,000" with "\$977,536".
Part 6, paragraph 6.1	In the definition of " business day ", after sub-paragraph (b), insert new sub-paragraph (c) as follows (with consequential sub-paragraph re-numbering): "if Waitangi Day or ANZAC Day falls on a Saturday or Sunday, the following Monday; or".
Part 6, paragraph 6.1	Replace sub-paragraph (a) in the definition of " commercial redress property " with "each property described in subpart A of part 3 of the property redress schedule".
Part 6, paragraph 6.1	In the definition of " Crown redress ": <ul style="list-style-type: none"> - delete sub-paragraph (b)(i); and - delete "deferred selection property or" in sub-paragraphs (d)(i) and (d)(ii);
Part 6, paragraph 6.1	Replace the definition of " cultural redress property " with the following: " cultural redress properties " means each property described in part 15 of the legislative matters schedule but excludes 12 Oreipunga Road;".
Part 6, paragraph 6.1	Insert, after the definition of " deed plan ", a new definition of " deed to amend " as follows: " deed to amend means the deed to amend the deed of settlement signed by the governance entity and the Crown in or around October 2013;".

Current reference	Amendment
Part 6, paragraph 6.1	Delete the following definitions from paragraph 6.1: "deferred selection period", "deferred selection property", and "purchased deferred selection property" .
Part 6, paragraph 6.1	After the definition of "documents schedule" insert a new definition of "early transfer property" as follows: "early transfer property means 12 Oreipunga Road and former Maungatautari School;"
Part 6, paragraph 6.1	After the definition of "financial and commercial redress amount" insert a new definition of "former Maungatautari School" as follows: "former Maungatautari School" means the property referred to in clause 8.8 being all the land contained in computer freehold registers SA110/194 and SA137/197;"
Part 6, paragraph 6.1	In the definition of "land holding agency" : <ul style="list-style-type: none"> - delete sub-paragraphs (a)(ii) and (a)(iii), (b) and (c)(ii); insert, in sub-paragraph (a)(ii), "Tunakawa"; - insert, in sub-paragraph (c)(ii), "Balance Puahue Quarry property"; and - insert, in sub-paragraph (d), "described as Pukeatua School" after "commercial redress property".
Part 6, paragraph 6.1	Replace the definition of "on-account payment" with the following: "on-account payments means the amounts paid by the Crown on account of the settlement referred to in clause 8.2;"
Part 6, paragraph 6.1(b)	In sub-paragraph (b) of the definition of "redress property" , replace "the commercial redress property" with "the commercial redress properties".
Part 6, paragraph 6.1	Delete "(a) Pukeatua Cemetery" from the definition of "reserve site" , with consequential sub-paragraph re-numbering.
Part 6, paragraph 6.1	In the definition of "transfer value" : <ul style="list-style-type: none"> - replace "commercial redress property" with "commercial redress properties" in sub-paragraph (a); and - delete sub-paragraph (b).
Part 6, paragraph 6.1	After the definition of "writing" , insert a new definition of "12 Oreipunga Road" as follows: "12 Oreipunga Road means the property referred to in clause 5.15 being all the land contained in computer freehold register SA819/219."

Property Redress Schedule

Current reference	Amendment				
Part 1, paragraph 1.1.1	Replace paragraph 1.1.1 with: "acquired property means: (a) each redress property; but (b) does not include the specified reserve site;".				
Part 1, paragraph 1.1.2(b)	Replace paragraph 1.1.2 with: "date of commitment means, in relation to a redress property, the date of this deed;".				
Part 1, paragraph 1.2	Replace paragraph 1.2 with: "The Crown provided information to the governance entity about the redress properties, via either the relevant land holding agency or the Office of Treaty Settlements, up until October 2013."				
Part 1, paragraph 1.1.4	Delete "Pukeatua Cemetery and".				
Parts 1 and 2	Replace all references to "specified reserve sites" with "specified reserve site".				
Part 3	Replace the heading " COMMERCIAL REDRESS PROPERTY " with " COMMERCIAL REDRESS PROPERTIES ".				
Part 3	Add the following property to subpart A of part 3 as follows:				
	Name/Address	Description	Encumbrances	Transfer value	Land holding agency
	Balance Puahue Quarry property	3.02 hectares, approximately, being Part Sections 16, 18 and 21 Puahue Settlement. Part <i>Gazette</i> 1929 page 1451. Subject to survey. 0.14 hectares, approximately, being Part Section 29 Puahue Settlement. Part <i>Gazette</i> 1946 page 272.	Subject to a mining permit created by computer interest register SA71B/94. Subject to an unregistered agreement with Hamilton Bros Contracting Limited (dated 29 October 2008).	\$48,864	Department of Conservation

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Current reference	Amendment				
		Subject to survey. 0.4148 hectares, more or less, being Lot 1 DPS 9683. All Transfer S465736.			
Part 4	Delete part 4.				
Part 5	Delete part 5.				
Part 6	Replace heading with " TERMS OF TRANSFER FOR THE COMMERCIAL REDRESS PROPERTIES ".				
Part 6, paragraph 6.1	Replace paragraph 6.1 with: "This part applies to the transfer by the Crown to the governance entity of the commercial redress properties under clause 8.3 (for the purposes of this schedule, each a transfer property)."				
Part 6, throughout	Replace all references to "commercial redress property" with "leaseback property". The exceptions to this instruction are for paragraphs 6.1.1, 6.29.1 and 6.30.1, which are varied in accordance with their corresponding instruction in this deed to amend.				
Part 6, throughout	Delete all references to "deferred selection property" and "purchased deferred selection property".				
Part 6, paragraph 6.29	Replace paragraph 6.29 with: "The value of the property for the purposes of paragraph 6.28.2 is to be its transfer value as provided in part 3."				
Part 6, paragraph 6.30	Replace paragraph 6.30 with: "An amount paid by the Crown under paragraph 6.28.2 is redress, if it relates to the destruction of damage of a commercial redress property."				
Part 7	Delete ", or the deferred selection property".				
Part 8, paragraph 8.2	Delete the following definitions from paragraph 8.2: " arbitration commencement date ", " arbitration meeting ", " deferred selection property ", " DSP settlement date ", " election notice ", " market value ", " notice of interest ", " notification date " " registered valuer ", " valuation arbitrator " and " valuation date ".				
Part 8, paragraph 8.2	Delete paragraph (b) from the definition of " transfer period ". Delete paragraph (a) from the definition of " TP settlement date ".				

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Current reference	Amendment
Part 8, paragraph 8.2	In the definition of " Crown leaseback ", replace "commercial redress property" with "leaseback property".

Attachments

Current reference	Amendment
Contents page	Remove "Pukeatua Cemetery (OTS-180-06)" from the Contents page.
Part 2.3	Remove the Pukeatua Cemetery (OTS-180-06) deed plan from part 2.3.
Contents page and part 2.3	Replace "Oreipunga (OTS-180-09)" with "12 Oreipunga Road (OTS-180-09)".

SCHEDULE 2

FURTHER AMENDMENTS TO THE DEED OF SETTLEMENT

Replacement part 6 to the deed of settlement

6. CULTURAL REDRESS: WAIKATO RIVER

BACKGROUND

- 6.1 The provisions of this part 6:
- 6.1.1 recognise the interests of Ngāti Koroki Kahukura in the Waikato River and its catchment; and
 - 6.1.2 give effect to the acknowledgement in clause 5.1 by providing mechanisms for the interests of Ngāti Koroki Kahukura in the Waikato River and its catchment to be represented through the Waikato Raupatu River Trust.
- 6.2 To avoid doubt, the parties record that:
- 6.2.1 under clauses 13.7 and 13.8 of the Raukawa Waikato River Deed the Crown and the Raukawa Settlement Trust made the following acknowledgements:
 - "13.7 The Crown acknowledges that Ngāti Koroki Kahukura is not included within the definition of Raukawa or the mandate of the Raukawa Trust Board or the Raukawa Settlement Trust and, therefore, this deed does not provide for the interests of Ngāti Koroki Kahukura in relation to the Waikato River. Ngāti Koroki Kahukura has a significant relationship with the Waikato River, particularly between Karapiro and Arapuni. The Crown and Raukawa acknowledge that, in relation to the Waikato River where Ngāti Koroki Kahukura has interests, Ngāti Koroki Kahukura should be consulted or engaged with by the Crown, local authorities and other persons in its own right and, in particular, for the purposes of the Resource Management Act 1991, Ngāti Koroki Kahukura is an affected person.*
 - 13.8 Nothing in this deed or the Raukawa co-management legislation, including in the co-management arrangements arising out of this deed such as the Upper Waikato River integrated management plan or the regulations under part 7, will:*
 - 13.8.1 displace or otherwise derogate from:*
 - (a) the tikanga of Raukawa or other River iwi; or*
 - (b) any agreements or arrangements between Raukawa or other River iwi and the Crown, local authorities, statutory authorities or any other person; or*

13.8.2 *preclude or otherwise limit the ability of Raukawa or other River iwi to enter into any agreements or arrangements with the Crown, local authorities, statutory authorities or any other person,*

although the parties acknowledge their commitment to the co-management framework including working collaboratively with each other, other River iwi, local authorities, statutory entities and other persons."

- 6.2.2 nothing in the Upper Waikato River deeds and legislation:
- (a) displaces or otherwise derogates from:
 - (i) the tikanga of Ngāti Koroki Kahukura;
 - (ii) the interests of Ngāti Koroki Kahukura referred to in clause 5.1;
 - (iii) any agreements or arrangements between Ngāti Koroki Kahukura and the Crown, local authorities, statutory authorities or any other person; or
 - (b) precludes or otherwise limits the ability of Ngāti Koroki Kahukura to enter into any agreements or arrangements with the Crown, local authorities, statutory authorities or any other person;
- 6.2.3 nothing in this deed displaces any agreements or arrangements between the iwi who are parties to the Waikato River deeds and the Crown, local authorities, statutory authorities or any other person;
- 6.2.4 nothing in this deed precludes the iwi who are parties to the Waikato River deeds from entering into any agreements or arrangements with the Crown, local authorities, statutory authorities or any other person;
- 6.2.5 subject to this part, nothing in this deed limits any agreements or arrangements entered into by the iwi who are parties to the Waikato River deeds with the Crown, local authorities, statutory authorities or any other person; and
- 6.2.6 nothing in this deed displaces or otherwise derogates from the tikanga or interests of iwi with interests in the Waikato River and for whom the Waikato River is significant.

STATEMENT OF SIGNIFICANCE OF THE WAIKATO RIVER TO NGĀTI KOROKI KAHUKURA

- 6.3 The Crown recognises the following statement of significance of the Waikato River to Ngāti Koroki Kahukura:
- 6.3.1 Maungatautari and the Waikato River are regarded by Ngāti Koroki Kahukura as tūpuna and living taonga.
 - 6.3.2 Maungatautari was named by the Tohunga (High Priest) Rakataura on board Tainui waka and both Koroki and Kahukura are his direct descendants. Waikato was named by Hoturoa the Tumu Ariki (Highest Chief) and captain of the Tainui waka. Again both Koroki and Kahukura are his direct descendants.

- 6.3.3 The world view of Ngāti Koroki Kahukura with regard to these tūpuna tūtohu whenua (ancestral environmental sites) is amplified in the Maimai Aroha (Song of sorrow) composed by King Taawhiao Pootatau Te Wherowhero, the second Māori King. A particular verse is:

'Kaaore i aarika a Maungatautari, a Maungaakawa ooku puke maunga he taonga tuku iho'

The plentiful bounties of Maungatautari and Maungākawa, the hills of my inheritance handed down unto me

and:

'Tooku awa koiora, ko oona pikonga he kura tangihia o te mataamuri'

My river of life, each curve more beautiful than the last.

- 6.3.4 To Ngāti Koroki Kahukura the Waikato River is a single indivisible being that includes its waters, banks, bed (and all minerals under it) and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation, floodplains, wetlands, islands, springs, water column, airspace and substratum as well as its metaphysical being with its own mauri.
- 6.3.5 Ngāti Koroki Kahukura is inextricably bound to the awa tupuna by virtue of whakapapa which derives from the creation stories of Ranginui and Papatūānuku. This interconnectedness lies at the heart of the way Ngāti Koroki Kahukura view the world and our waterways and is the basis of kaitiakitanga which dictates, among other things, that the mauri of waterways must be respected as a matter of priority. The awa tupuna has traditional healing powers and a significant spiritual relevance for Ngāti Koroki Kahukura who regard the awa as a source of mana and an indicator of their own mauri or well-being. The awa also provided physical sustenance. Its waters enabled lands to remain fertile thereby allowing the gardens of Ngāti Koroki Kahukura to flourish. The awa tupuna yielded water fowl and aquatic foods such as fish and tuna and the Arapuni region was known as 'te rohe o te tuna' - *the region of the plentiful eels*. The awa tupuna was the principal communications link and highway of trade and transport taking Ngāti Koroki Kahukura wheat, flax and potatoes as far as Auckland to be exported to Sydney and the Americas.
- 6.3.6 Maungatautari and Waikato continue to provide spiritual and physical sustenance to Ngāti Koroki Kahukura and are inextricably linked to the identity of Ngāti Koroki Kahukura. Maungatautari and Waikato are inseparable and indivisible.

NGĀTI KOROKI KAHUKURA OBJECTIVES FOR THE WAIKATO RIVER

The objectives

- 6.4 Ngāti Koroki Kahukura may issue objectives for the Waikato River.
- 6.5 The objectives must be consistent with the overarching purpose of the arrangements in relation to the Waikato River to restore and protect the health and wellbeing of the Waikato River for future generations.

- 6.6 Ngāti Koroki Kahukura must:
- 6.6.1 make the Ngāti Koroki Kahukura objectives for the Waikato River available to the public for inspection at the offices of the Taumatawiwi Trust; and
 - 6.6.2 give copies of those objectives to:
 - (a) the relevant local authorities; and
 - (b) the Minister for the Environment.
- 6.7 The Ngāti Koroki Kahukura objectives become effective when the objectives are made available for inspection pursuant to clauses 6.6.1 and 6.6.2.

Amendments

- 6.8 Ngāti Koroki Kahukura may amend the Ngāti Koroki Kahukura objectives at any time provided that the amendments proposed are consistent with the overarching purpose of the arrangements in relation to the Waikato River to restore and protect the health and wellbeing of the Waikato River for future generations.
- 6.9 Ngāti Koroki Kahukura must:
- 6.9.1 make the amended Ngāti Koroki Kahukura objectives for the Waikato River available to the public for inspection at the offices of the Taumatawiwi Trust; and
 - 6.9.2 give copies of the amended objectives to:
 - (a) the relevant local authorities; and
 - (b) the Minister for the Environment.
- 6.10 The amended Ngāti Koroki Kahukura objectives become effective when the amended objectives are made available pursuant to clauses 6.9.1 and 6.9.2.
- 6.11 On becoming effective, the Ngāti Koroki Kahukura objectives, and any amended objectives, are to be considered iwi objectives for the purposes of section 20(2)(a)(iv) of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 (**Waikato River Act**) and section 21(2)(a)(ii) of the Ngāti Tuwharetoa, Raukawa, and Te Arawa River Iwi Waikato River Act 2010 (**Upper Waikato River Act**).

VISION AND STRATEGY FOR THE WAIKATO RIVER

- 6.12 Ngāti Koroki Kahukura endorses the vision and strategy for the Waikato River set out in Schedule 2 of the Waikato River Act.
- 6.13 Ngāti Koroki Kahukura and the Crown acknowledge that the vision and strategy is:
- 6.13.1 Te Ture Whaimana o Te Awa o Waikato;
 - 6.13.2 the primary direction setting document for the Waikato River and activities within its catchment affecting the Waikato River; and
 - 6.13.3 given statutory recognition under the Waikato River Act and the Upper Waikato River Act which also provide for reviews of the vision and strategy.

KARAPIRO TO LAKE ARAPUNI SUB-CATCHMENT

Joint management agreements

- 6.14 The joint management agreement dated 18 June 2013 between the Waikato Raupatu River Trust and the Waikato Regional Council, entered into in accordance with section 41(1) of the Waikato River Act, applies to the Waikato River to the extent that it is within the Karapiro to Lake Arapuni sub-catchment and to activities in the sub-catchment affecting the Waikato River.
- 6.15 The joint management agreement dated 27 September 2013 between the Waikato Raupatu River Trust and the Waipa District Council, entered into in accordance with section 41(1) of the Waikato River Act, applies to the Waikato River to the extent that it is within the Karapiro to Lake Arapuni sub-catchment and to activities in the sub-catchment affecting the Waikato River.
- 6.16 The Waikato Raupatu River Trust and the South Waikato District Council may agree in writing to enter into a joint management agreement to apply to the Waikato River to the extent that it is within the Karapiro to Lake Arapuni sub-catchment and to activities in the sub-catchment affecting the Waikato River.
- 6.17 The joint management agreement must be generally in the form set out in part 5 of the schedule of the deed of settlement between the Crown and Waikato-Tainui dated 17 December 2009.
- 6.18 Sections 41(2) and 42 to 55 of the Waikato River Act apply to the joint management agreement with any necessary modifications.
- 6.19 For the purposes of clauses 6.14 to 6.18, each reference in section 48 of the Waikato River Act to the 'settlement date' is to be read as a reference to the date on which the Waikato Raupatu River Trust and the South Waikato District Council agree to enter into the joint management agreement.
- 6.20 To avoid doubt, for the purposes of joint management agreements applying to the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment, clauses 6.14 to 6.19:
- 6.20.1 provide for Ngāti Koroki Kahukura to be represented through the Waikato Raupatu River Trust; and
- 6.20.2 do not confer or imply additional representation for Ngāti Koroki Kahukura.

Accords

- 6.21 Accords entered into with Waikato-Tainui will apply also to the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment.

- 6.22 For the purposes of clause 6.21, **accords** means accords referred to in clause 9.3 of the Waikato-Tainui Deed of Settlement and accords entered into pursuant to clauses 9.4 and 9.5 of the Waikato-Tainui Deed of Settlement excluding the accords with the Minister for Land Information and the Commissioner of Crown Lands referred to in clause 9.3.6 of that deed.

Non derogation

- 6.23 To the extent that instruments under the Waikato River Act apply to the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment, they are not a derogation from:

6.23.1 the Raukawa interests referred to in clause 13.11.1 of the Raukawa co-management deed; or

6.23.2 the statement of the significance of the Waikato River to Raukawa set out in clause 2.3 of the Raukawa co-management deed.

- 6.24 To the extent that instruments under the Upper Waikato River Act 2010 apply to the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment, they are not a derogation from:

6.24.1 the Ngāti Koroki Kahukura interests referred to in the Crown acknowledgement set out in clause 5.1; or

6.24.2 the Ngāti Koroki Kahukura statement of significance set out in clause 6.3.

Environmental plan

Extension to Karapiro to Lake Arapuni sub-catchment

- 6.25 The Waikato-Tainui environmental plan prepared under section 39(1) of the Waikato River Act will also apply to the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment.
- 6.26 Section 40 of the Waikato River Act applies to a person carrying out functions or exercising powers under the conservation legislation (as defined in the Waikato River Act) in relation to the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment.

Conservation regulations

Extension to Karapiro to Lake Arapuni sub-catchment

- 6.27 A regulation that is made under section 93(1) of the Waikato River Act or section 58(1) of the Upper Waikato River Act may be made with application to the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment if the regulation is expressed to apply to that area.
- 6.28 A regulation made under section 93(1) of the Waikato River Act or section 58(1) of the Upper Waikato River Act that is expressed to apply to the Waikato River to the extent that it is within the Karapiro to Lake Arapuni sub-catchment must be consistent with the overarching purposes of the Waikato River Act and the Upper Waikato River Act.

6.29 For the purposes of clauses 6.27 and 6.28:

6.29.1 there may only be one regulation or one set of regulations applying to all or any part of the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment, as opposed to separate regulations; and

6.29.2 the regulation or set of regulations applying to all or any part of the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment must be made under both section 93(1) of the Waikato River Act and section 58(1) of the Upper Waikato River Act.

6.30 Clauses 6.27 to 6.29 do not affect the ability for regulations to be made for the Waikato River outside the Karapiro to Lake Arapuni sub-catchment under section 93(1) of the Waikato River Act or section 58(1) of the Upper Waikato River Act.

Fisheries regulations (customary fishing)

Extension to Karapiro to Lake Arapuni sub-catchment

6.31 A regulation that is made in accordance with section 93(3) of the Waikato River Act providing for the Waikato Raupatu River Trust to manage customary fishing on the Waikato River applies to the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment, and shall be expressed to apply to that sub-catchment.

Fisheries regulations (enabling bylaws to be made)

Extension to Karapiro to Lake Arapuni sub-catchment

6.32 A regulation that is made in accordance with section 93(4) of the Waikato River Act providing for the Waikato Raupatu River Trust to recommend the making of bylaws restricting or prohibiting fishing on the Waikato River shall provide for the Waikato Raupatu River Trust to recommend the making of such bylaws in respect of the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment, and shall be expressed to apply to that sub-catchment.

Co-ordinated process for developing bylaws

6.33 The preparation process for a fisheries bylaw applying to all or any part of the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment must involve the following parties (referred to in clauses 6.34 to 6.36 as the **contributing parties**):

6.33.1 the Waikato Raupatu River Trust; and

6.33.2 each of the trusts referred to in section 58(3) of the Upper Waikato River Act.

6.34 The contributing parties will work together to develop and propose one fisheries bylaw for all or any part of the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment as opposed to separate fisheries bylaws applying under the Waikato River Act and the Upper Waikato River Act.

6.35 A fisheries bylaw must be consistent with the overarching purposes of the Waikato River Act and the Upper Waikato River Act.

6.36 The contributing parties must agree in writing to the form of a fisheries bylaw before it is proposed to the Minister for Primary Industries.

- 6.37 The Minister for Primary Industries must make any bylaw proposed under clauses 6.33 to 6.36, unless the Minister is satisfied that the proposed bylaw would have an undue adverse effect on fishing.
- 6.38 Once a fisheries bylaw is made it is deemed to be made in accordance with the Waikato River Act and the Upper Waikato River Act.
- 6.39 A bylaw under regulations made in accordance section 93(4) of the Waikato River Act will take effect in the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment on a date notified in the *Gazette* by the Minister for Primary Industries.

Integrated river management plan

Extension of fisheries and conservation components of the Waikato River integrated river management plan to the Karapiro to Lake Arapuni sub-catchment

- 6.40 The conservation and fisheries components of the Waikato River integrated river management plan (referred to in sections 35(3)(a) and 35(3)(b) respectively of the Waikato River Act) may contain provisions applying to the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment.

Extension of other components of the integrated management plan to the Karapiro to Lake Arapuni sub-catchment on agreement

- 6.41 The Waikato Raupatu River Trust and the Waikato Regional Council may agree that provisions of the regional council component of the integrated river management plan (referred to in section 35(3)(c) of the Waikato River Act) shall apply to the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment, and those provisions shall apply according to the terms of the agreement.
- 6.42 The Waikato Raupatu River Trust and an agency that has agreed a component of the Waikato River integrated river management plan (referred to in section 35(3)(d) of the Waikato River Act) may agree that provisions of the component shall apply to the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment, and those provisions shall apply according to the terms of the agreement.

Co-ordinated process for extension of components of integrated management plans to the Karapiro to Lake Arapuni sub-catchment

- 6.43 Provisions of components that, under clauses 6.40, 6.41 or 6.42, apply to the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment must be prepared in accordance with Schedule 7 of the Waikato River Act with any necessary modifications, including the modifications set out in clauses 6.44 to 6.49.
- 6.44 Clauses 6.45 to 6.49 apply to the preparation of:
- 6.44.1 provisions of components of the Waikato River integrated river management plan to the extent that those provisions apply to the Waikato River within the Karapiro to Lake Arapuni sub-catchment (pursuant to clauses 6.40, 6.41 or 6.42); and
 - 6.44.2 provisions in components of the Upper Waikato River integrated management plan to the extent that those provisions apply to the Waikato River within the Karapiro to Lake Arapuni sub-catchment (pursuant to Part 2 of the Upper Waikato River Act).

- 6.45 The processes in Schedule 7 of the Waikato River Act and Schedule 5 of the Upper Waikato River Act must be carried out simultaneously as a single co-operative process involving:
- 6.45.1 the Waikato Raupatu River Trust;
 - 6.45.2 any relevant trust referred to in section 6(1) of the Upper Waikato River Act; and
 - 6.45.3 the department, local authority, or agency relevant to the particular component (the **contributing parties**).
- 6.46 For the purpose of clause 6.45, references to 'Waikato-Tainui' in Schedule 7 of the Waikato River Act must be read to include, in addition, any relevant trust referred to in section 6(1) of the Upper Waikato River Act.
- 6.47 References to 'the integrated river management plan' and 'the plan' in Schedule 7 of the Waikato River Act must be read as references to a provision to which clauses 6.45 to 6.49 apply and references to 'the draft plan' must be read as references to a draft provision.
- 6.48 In preparing a provision to which clauses 6.45 to 6.49 apply, the contributing parties, after co-operation between them, must agree joint provisions that are consistent with:
- 6.48.1 the overarching purpose and provisions of the Waikato River Act relating to the Waikato River integrated river management plan; and
 - 6.48.2 the overarching purpose and provisions of the Upper Waikato River Act relating to the Upper Waikato River integrated management plan.
- 6.49 Once the joint provisions are agreed in accordance with clause 6.48, those provisions must be taken:
- 6.49.1 to be part of the relevant component of the Waikato River integrated river management plan, and to apply to the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment in accordance with the provisions of the Waikato River Act; and
 - 6.49.2 to be part of the relevant component of the Upper Waikato River integrated management plan, and apply to the Waikato River to the extent it is within the Karapiro to Lake Arapuni sub-catchment, in accordance with the provisions of the Upper Waikato River Act.
- 6.50 Clauses 6.45 to 6.49 do not affect the preparation and approval of:
- 6.50.1 components of the Waikato River integrated river management plan applying to the Waikato River in accordance with the Waikato River Act; or
 - 6.50.2 components of the Upper Waikato River integrated management plan applying to the Upper Waikato River outside the Karapiro to Lake Arapuni sub-catchment in accordance with the Upper Waikato River Act.

Settlement legislation

- 6.51 The settlement legislation will provide for the matters set out in clause 5.1, 6.3 to 6.19, 6.23 to 6.29 and 6.31 to 6.50.

SCHEDULE 3

FURTHER AMENDMENTS TO THE DEED OF SETTLEMENT

Replacement part 7 to the deed of settlement

7. CULTURAL REDRESS: MAUNGATAUTARI

INTRODUCTION

- 7.1 By virtue of whakapapa that derives from the creation stories of humankind in Māori cosmology, mountains are conceptualised as living beings, ancestors with their own mauri, mana and tapu. Virtually every mountain in the land is central to the identity and mana of an iwi. So it is with Maungatautari and Ngāti Koroki Kahukura.
- 7.2 Maungatautari is a native forest-covered andesitic volcano. Maungatautari is 797 metres in height at its highest point and has three peaks - Te Akatārere (727 metres), Pukeatua (753 metres) and Maungatautari (797 metres). The mountain and its forested slopes are a defining feature of the natural landscape south of Cambridge in the Waikato. Geologists say Maungatautari has stood over the Karapiro valley for 1.8 million years.
- 7.3 Maungatautari was named by Rakataura, the celebrated Tohunga of the Tainui waka, and has been central to the culture and customs of countless generations of the iwi, whānau and hapū who settled around it.
- 7.4 Streams from the mountain all flow into the Waikato River system. Those on the southern, eastern and northern parts of the mountain flow directly into the Waikato River while those on the western slopes flow first into the Waipā River, which joins the Waikato River at Ngāruawāhia. Water quality in the streams on the mountain is high.

CHRONOLOGY OF TE HAPORI O MAUNGATAUTARI

- 7.5 Maungatautari has a long and rich human history. Te hapori o Maungatautari is a community of multiple generations and stages spanning many centuries. The following chronology, which is drawn from popular writing and oral history:¹
- 7.5.1 provides context for the arrangements set out in this part and is not intended to have any legal effect; and
- 7.5.2 provides an outline of Te hapori o Maungatautari from its earliest times to the present, including some of the human dynamics and interactions that have shaped Te hapori o Maungatautari; and
- 7.5.3 illustrates how Ngāti Koroki Kahukura has maintained their ahi kā roa (continuous occupation) in and around Maungatautari for centuries.

¹ The key source for material is *Te Ihingārangi* by Te Kaapo Clark and Lyn Tairi which can be found, with other information, on the Maungatautari Marae website www.maungatautarimarae.co.nz/hitori.

1300 - Ko ngā waka tūpuna

- 7.6 Ngāti Koroki Kahukura consider 1300 to be the approximate time of arrival of the third migration from Hawaiki. Members of the iwi who today comprise an integral part of Te hapori of Maungatautari trace their whakapapa to the waka of this period. The Tainui waka arrived on the east coast of Aotearoa at Whangaparāoa at this time. The captain of the Tainui waka, Hoturoa, and his people sailed up the coast to Waitematā then made their way to the west coast.

1400 - Ko Ngāti Kahupungapunga

- 7.7 The 1400s is the period in which the story of two very significant ancestors unfolds. Tāwhao, a descendant of Hoturoa who lived at Whāingaroa, married Punuiatakore and Marutehiakina, who were sisters. Marutehiakina gave birth to a son, Whatihua, just before Punuiatakore gave birth to her son, Tūrongo. Sibling rivalry culminated in Whatihua winning over Tūrongo's fiancée, Ruapūtahanga and marrying her.
- 7.8 Tūrongo left Whāingaroa and travelled to Heretaunga (Hawkes Bay) where he fell in love with Mahinārangī. When Mahinārangī and Tūrongo were married, Tūrongo returned home and built a kāinga near Ōtorohanga. He named his new house Rangiātea in memory of the homeland in Hawaiki. Mahinārangī, who was pregnant, travelled to join Tūrongo, stopping at Ōkoroire (near Matamata) to give birth to their son, Raukawa.
- 7.9 The Maungatautari area was occupied by Ngāti Kahupungapunga.
- 7.10 After the birth of Raukawa, Mahinārangī continued her journey. Tūrongo met his family and took them home to Rangiātea where they lived peacefully with their neighbours. Tūrongo and Mahinārangī are commemorated by the houses that bear their names and stand side by side at Tūrangawaewae Marae.

1500 - Ko Ngāti Kahupungapunga

- 7.11 During this period, Ngāti Kahupungapunga had many settlements along the Waikato River, including at the place now known as Karapiro. Towards the end of the century hostilities broke out between Ngāti Kahupungapunga and people from the Tainui waka who had made their way inland. The last of a number of battles was fought at Pōhaturoa on Lake Whakamaru. Tainui people took over the lands of Ngāti Kahupungapunga.
- 7.12 During this time descendants of Uenukuwhāngai, youngest son of Whatihua and Ruapūtahanga, settled on the western slopes of Maungatautari near Puahue and later on the northern side through Roto-o-rangi.

1600 - Ko Ngāti Raukawa

- 7.13 Te Ihingārangī, grandson of Raukawa, and son of Rereahu and Rangiānewa, originally lived near Ōtorohanga. Just before his death, Rereahu, passed his mana and leadership to Maniapoto, the younger half-brother to Te Ihingārangī. Te Ihingārangī moved his people to Maungatautari and built a home above the Waikato River in an area now known as Te Tiki o Te Ihingārangī.
- 7.14 There, Te Ihingārangī married Ringa-ariari and they had a son named Te Kurī. Te Ihingārangī, in later life, returned to Waipā. But Te Kurī remained in the Maungatautari area and married Whakamaungārangī, a descendant of Uenukuwhāngai. Te Ihingārangī's people lived on the northern slopes of Maungatautari, spreading north through Karapiro and down the Waikato River towards Kirikiriroa.

- 7.15 The wider Maungatautari area including the area now known as Karapiro, grew in importance. Strategically it was a good defensive position. Hilltop pā like Te Tiki o Te Ihingarangi commanded views of the Waikato basin. The area was also rich in food resources. Birds, especially kererū, and berries, especially tawa, taraire and hīnau, were plentiful in the forests. The swampy lowlands and the river provided flax, water fowl and eels.
- 7.16 It was also during this period that Koroki came to prominence. Koroki was directly descended from both Uenukuwhāngai and Te Ihingarangi. Both great-grandfathers of Koroki (Tukorehe and Te Kurī) were born in the shadow of Maungatautari. Koroki lived on the south side of the Waikato River near Cambridge. Taowhakaio, a Ngāti Kauwhata cousin of Koroki, lived on the northern bank of the river.
- 7.17 According to Ngāti Koroki Kahukura oral history conflict arose between Koroki and Taowhakaio resulting in Ngāti Kauwhata leaving the area.
- 7.18 Koroki married two sisters, Kahurere and Tūmataura, who were granddaughters of Tama-inu-po from Whatawhata. Tūmataura and Koroki had two sons, Hape and Hauā. Ngāti Koroki are descended through Hape, and Ngāti Hauā through Haua. From Wairere, Kahurere and Tūmataura's father, Ngāti Wairere, are descended.

1700 - Ko Ngāti Raukawa

- 7.19 During the 18th century the Maungatautari/Karapiro area was relatively peaceful and settled. Ngāti Raukawa lived in this area at the beginning of this period. One identifiable kāinga of Ngāti Raukawa was Haowhenua. Hape's descendants spread along the southern side of the Waikato River, while Haua's spread along the northern side and across to Matamata.

1800 - Ko Ngāti Raukawa, Ngāti Koroki, Ngāti Wairere, Ngāti Hauā

- 7.20 The introduction of muskets disrupted relationships between iwi and hapū across New Zealand. As a result of this conflict a number of iwi and hapū entered the Maungatautari area with the permission of Ngāti Koroki Kahukura and Ngāti Hauā. In the 1820s, Te Rauparaha, whose mother was of Ngāti Raukawa from Maungatautari, migrated south from his home at Kāwhia with Ngāti Kauwhata.
- 7.21 In 1830, a pivotal battle ensued between Ngāti Koroki Kahukura and others at Taumatawīwī. As a result of the battle at Taumatawīwī, the mana of Ngāti Koroki Kahukura in the Maungatautari and Karapiro region has been retained ever since. Te Waharoa of Ngāti Hauā, who led the battle had an association with the area through a common ancestor, Koroki, entrusted the kindred Ngāti Koroki tribe with the guardianship of the mountain and its surrounds.
- 7.22 Before returning, Te Waharoa burnt at the base of a large outcrop of rocks the bodies of the warriors who had been killed in the battle so they would not fall into enemy hands. The burning produced a strong odour. It is from this incident that Karapiro gets its name: Karā means rock and piro means smell or odour. This site and the rocks remain a wāhi tapu for Ngāti Koroki and Ngāti Hauā. The rocks were flooded in order to create the Karapiro Dam and later detonated and destroyed to facilitate international rowing competitions on Lake Karapiro in 1978. A piece of those rocks is now situated at Maungatautari Marae and others at Karapiro Domain.
- 7.23 From this time Ngāti Koroki and Ngāti Kahukura have continued to live in and around the Maungatautari and Karapiro areas.

- 7.24 The European missionaries visited the area in 1834.
- 7.25 During the 1840s and 1850s, Ngāti Koroki flourished and prospered. Throughout the area they had extensive cultivations of wheat and potatoes and raised cattle and pigs for trade. A prominent missionary recorded in December 1842 that he 'walked several miles through native cultivations and wheat fields of very considerable extent'. By 1857, Wharetūrere, one of the principal kāinga, had a stock yard for cattle, a chapel, a mill house, plough, carts and immense wheat plantations.
- 7.26 Wharetūrere also had its own courthouse. This belonged to Tioriori, the principal chief of Ngāti Koroki, who had been appointed as an assessor to administer law and order in the Maungatautari area. Tioriori also travelled around the Waikato and to Taranaki with Wiremu Tamihana as peacemakers.
- 7.27 There were many kāinga that were inhabited in the area. They included: Ngā Totara, Te Wera a te Atua, Ihapa and Wharepapa, Mahuroa, Taurau, Motoa, Parapara, Tapaekairangi (probably Kairangi), Waipapa, Tauaroa, Kuruaro, Te Tapae and Ruapekapeka.
- 7.28 Cultivation sites in the area included Te Manehu, Mangaroa (where the present marae is), Wareareki, Te Kakara, Wairengapoka and Te Reiwa. Department of Conservation archaeological site records show evidence of pits in the Pukekura region and along the river, near the Hauoira Stream. There were probably many more, but time and pastures have obliterated them. These pits were used for the storage of food, especially kūmara.
- 7.29 In 1846 and 1852 Ngāti Koroki built flour mills to cope with growing harvests. A naturalist passed by Maungatautari in early May 1840. An attempt by him to climb the mountain was thwarted by the dense bush. In May of 1859, a geologist and explorer visited Maungatautari and stayed at Wharetūrere as the guest of Tioriori.
- 7.30 7.30 On the southern slopes of Maungatautari, the district now known as Pukeatua, the first European visitor, a member of Governor Hobson's staff, who stayed overnight at Aratītaha Pā in 1842. In 1856, a trading store was set up about half a mile from Wharetūrere. At that time, Maungatautari had large food plantations including raspberries and peach trees.
- 7.31 By 1859 the situation had begun to change. Disputes over land sales had arisen in Taranaki. Tension was also increasing in the Waikato over land and the establishment the Māori King Movement in 1858. Hostilities broke out after colonial forces crossed the Mangatawhiri River at Meremere on 12 July 1863.
- 7.32 Tioriori was captured at the battle of Rangiriri on 21 November 1863, having been wounded whilst assisting a wounded British officer of the colonial forces. Governor Grey lobbied Ministers of the Crown unsuccessfully for Tioriori to be given a conditional pardon and to be released on parole. Grey argued that the release of Tioriori might also help to end hostilities, as Tioriori was in favour of peace. Tioriori was held on board the ship until June 1864, when his poor health saw him paroled to a house in Auckland.
- 7.33 In early April 1864, Crown forces had encamped below the pā at Te Tiki-o-Te Ihingarangi, near Wharetūrere. A significant Māori force was entrenched there but safely evacuated the pā at night three days after the Crown troops arrived. Colonial forces subsequently built a redoubt on the upper pā at Te Tiki-o-Te Ihingarangi. Ngāti Koroki Kahukura traditions recall that the members of the iwi, having exhausted their supplies, were compelled to retreat inland into the bush clad ranges of Maungatautari, abandoning their homes and becoming isolated from their ancestral river and wāhi tapu.

- 7.34 Ngāti Koroki probably returned within the year when peace was negotiated and the aukati (confiscation) boundary line drawn up. In December 1864, Governor George Grey signed a proclamation authorising the confiscation of 1,202,172 acres of Waikato land. Later, 314,364 acres were returned, leaving 887,908 acres confiscated. The Aukati Line ran through the middle of the Pukekura range, above Karapiro, with all the land to the north being confiscated. The local militia built a redoubt above Te Tiki o Te Ihingarangi, and an uneasy peace prevailed. The kāinga destroyed by the troops were not inhabited again. Te Wera a te Atua was not destroyed and was reoccupied. New homes were established at Tioriori and Taane.
- 7.35 Tioriori never fully recovered from the war, although he did continue his rounds with Tamihana. He had lost a great deal of land by the confiscation. Also, as the Weekly News said in his obituary, "being kept in prison is a great punishment for a Māori chief, and [Tioriori] never quite recovered his influence and spirits". Tioriori died on Friday, 6 September 1867 at Maungatautari.
- 7.36 A town was proposed for Te Tiki o Te Ihingarangi, but because paddle steamers could not travel that far up the Waikato River and turn around safely, the town was established, instead, at Cambridge. In 1865 soldiers of the 3rd Waikato militia were allotted town acres and farms. Three days of sports followed at Pukekura, on the flat below the redoubt at Te Tiki o Te Ihingarangi. A water reservoir was later built on the site of the redoubt at Te Tiki o Te Ihingarangi and remains there to the present time.
- 7.37 Māori land, including that land remaining in Ngāti Koroki Kahukura control following the raupatu, became subject to native land laws from the early 1860s. The Native Land Court was established by the Native Lands Act 1862, and further modified by the Native Lands Act 1865. The Court was tasked with determining the ownership of Māori land 'according to Native custom' and the conversion of customary land titles into titles derived from the Crown. The Crown expected that this land title reform would facilitate alienation and eventually lead Māori to abandon the collective structures of their traditional land holdings.
- 7.38 Throughout the remainder of the 1860s, 1870s and 1880s regular visits to the Native Land Courts at Cambridge and Kihikihi were necessary to establish ownership of the Pukekura, Puahue and Maungatautari blocks. Many disputes arose over the land, hence the necessity for several investigations of ownership over the years.
- 7.39 Unsuccessful applicants disputed the Court's findings. Others disputed the right of the named owners to treat the land as their absolute property rather than property held on trust for all members of the hapū. Disputes also arose with European lessees and purchasers. There are reports of Māori homes and cultivations being destroyed and to considerable and costly litigation which, in turn, led to Māori having their personal property, such as horses, saddles, bridles, harnesses, buggies, ploughs and harrows, seized and sold and having to sell land to defray costs.
- 7.40 When the ownership of the Maungatautari block was first established in 1871, European land buyers began in earnest to procure the land with one syndicate purchasing 8,000 acres. Ngāti Koroki retained some land at the foot of the mountain, around their kāinga, Tioriori, Taane, Te Wera a te Atua and Wharepapa.
- 7.41 The people still grew crops of maize, oats and potatoes, according to a visitor to the area in December 1873. The crops grown would have been cultivated to feed visitors now, rather than trade. The flour mills lay idle and an effort to get them going again in the late 1880s failed.

- 7.42 The 1870s were the period of the formation of the large land companies in the area. One company acquired large areas of Horahora, on the lower mountain slopes and plateaux. Māori continued to resist settlement of their lands. This culminated in their burning of the bridge across the Waikato at Aniwaniwa in 1881.
- 7.43 Another company also acquired 8000 acres of Maungatautari (district). This too, was subject to considerable resistance by local Māori. However, the depression of the 1880s signalled the end for these large estates and by 1887 they were collapsing. The formation of the Assets Realization Board in 1895 enabled the land held by such large companies to be subdivided and sold to European settlers.
- 7.44 Formal European settlement into the Maungatautari area commenced with Pukeatua in 1888, then Horahora in 1896 and Maungatautari in 1899. Gradually, European ownership of the land increased. Farms with pasture took the place of Māori cultivations and bush was cleared from the lower slopes of Maungatautari. Schools and halls were built in the early years to serve the needs of the settlers.
- 7.45 In January 1874 there was a very large hui, which was probably called to discuss issues and to find solutions to the ever-increasing settler demand for land. Many such hui took place at Maungatautari during the 1870-1890 period. One meeting in 1873 urged the people to "stop selling land, stop leasing land, stop road-making [and] stop erecting telegraph wires".
- 7.46 Maungatautari became the main centre for Kīngitanga activity, so much so that by 1886 a bank, Te Peeke o Aotearoa, had been established in the area to meet the monetary needs of the King movement and its treasury and to express the financial autonomy of the Māori people. The bank was set up under the auspices of Tāwhiao and operated at Parawera, Maungatautari and Maungakawa.
- 7.47 By the 1890s the land that Ngāti Koroki had left was individualised into whānau blocks. Where crops had once been grown and consumed communally families were beginning to maintain their own individual plots of grain.

1900 - Ko Ngāti Koroki, Ngāti Hauā, Ngāti Wairere

- 7.48 The early part of the century was notable for a smallpox outbreak in the Maungatautari community in 1913 which particularly affected the Māori population.
- 7.49 With the purchase of the Pukekura Block, there was no longer Māori occupation of the Karapiro area. During this century many Ngāti Koroki moved away in search of employment. But hui such as tangi, weddings, 21st birthdays and land meetings draw large numbers of whānau who call Maungatautari home. Ngāti Hauā remained concentrated around Matamata and Ngāti Wairere around Hukanui.
- 7.50 In the early years of the twentieth century, the Waihi Gold-mining Company built the first hydro-electric power station on the Waikato River at Horahora. At about the same time they sank a test shaft into the mountain to explore possibilities of gold production. The gold, which exists, was not in payable quantities. Again, in the late 1970s, the possibility of mining the mountain for gold was raised, with the argument that more efficient methods of extraction could prove to be profitable.
- 7.51 The Ministry of Works' decision to build a hydro dam at Arapuni in 1924 helped to reinforce the relationship between Ngāti Koroki, Ngāti Hauā and Ngāti Wairere when their workers came to Arapuni seeking work. Work on the dam was completed in 1929.

- 7.52 Karapiro was started in 1940, but work on the dam was suspended in 1942 because of the Second World War. The dam was finally completed in 1947.
- 7.53 Taupua Winikerei, Tewi Tairi, Temeera Heke, Te Tireni Tairi, Wina Taute, Tewha Winikerei, Tuwhakaraua Taute, Percy Taute and Piiwhi Pouaka from Ngāti Koroki are some of the men who worked on the dam construction. They, along with their families, lived at the village specially constructed to accommodate the workers. After the dam was completed, many moved on to work on the next dam project. Maraetai (first generated power in 1952), Whakamaru (1956), Atiamuri (1958), Waipapa and Ohakuri (1961) and Aratiatia (1964) were all hydro dam projects on the Waikato River.
- 7.54 Land development schemes with tax incentives and grants, gave more encouragement to the conversion of bush to pasture. Sheep and beef farming predominated until the infrastructure for the dairy industry was established after the First World War. To the north and east of Maungatautari the many Māori kāinga and pā such as Taumāihi on the summit of Oreipunga, Raukura, Waniwani and Taane among others are now only survived by the Ngāti Koroki Kahukura marae of Maungatautari and Pōhara. To the west and south Parāwera alone remains.
- 7.55 As early as 1912, it was proposed that Maungatautari be set aside as a reserve due to its value for climatic and water conservation purposes. However, it was not until 1927 that it was proclaimed a scenic reserve under the Scenery Preservation Act 1903.
- 7.56 At that time the Matamata, Waipa and Waikato County Councils, together with the Cambridge Borough Council and the Leamington Town Board, purchased 1,557.63 hectares of land on the mountain. Matamata and Waipa County Councils managed the reserve jointly as the reserve straddled the boundary of the two counties.
- 7.57 These councils and town boards were replaced by district councils in 1989. Associated boundary adjustments mean that the Maungatautari Reserve today sits wholly within the Waipā district. The Waipa District Council is the administering body that controls and manages the Maungatautari Scenic Reserve pursuant to section 28 of the Reserves Act 1977.
- 7.58 Since 1927, the various bodies with management responsibilities for Maungatautari, including the Crown, have added further pieces of land to the reserve so that it now covers its current area.
- 7.59 With some exceptions, the forest canopy on Maungatautari has remained largely intact throughout the time of human occupation in the area. Rimu and tawa have been milled from the privately owned lower parts of the mountain in private ownership. Some of these areas on the lower parts of the mountain have been purchased and added to the Maungatautari Scenic Reserve.
- 7.60 In the 1970s, the Wildlife Service of the Department of Internal Affairs assigned a national habitat ranking of high to outstanding to the forest of Maungatautari on the basis of the recorded presence of North Island kōkako, long tailed bat, possibly short tailed bat and a wide variety of more common forest birds.
- 7.61 In 1996 the people of Ngāti Koroki and Ngāti Kahukura held a reunion to confirm their allegiance to the Kīngitanga and to bring the people of Maungatautari and Pohara together again as Ngāti Koroki Kahukura.

2000 - Ko Ngāti Koroki Kahukura, Ngāti Hauā, Ngāti Wairere

- 7.62 Ngāti Koroki Kahukura still live in and around Maungatautari and maintain ahi kā roa. Because of their undying passion for their ancestral mountain and as part of their responsibility as kaitiaki, Ngāti Koroki Kahukura has played an integral role in the Maungatautari ecological island restoration project from its inception in 2001. This internationally recognised restoration project was a local initiative and was established on the scenic reserve (two-thirds of the restoration area) and adjoining Māori freehold land (two-thirds of the balance) and other privately owned land (one-third of the balance).
- 7.63 In November 2003, construction of two enclosures, northern and southern, commenced and, in April 2004, 3,000 school children and supporters held hands around the perimeter of the northern enclosure to mark its completion. Construction of the main pest-proof fence took place between July 2004 and September 2006. When it was completed the fence had a total length of 47 kilometres and enclosed 34 square kilometres making the Maungatautari ecological island the largest ecological restoration project in New Zealand.
- 7.64 The Maungatautari ecological island has been cleared of mammalian pests such as stoats, possums, cats, rats, rabbits and deer. Constant effort is required to keep the ecological island pest free and to maintain the fence. This is managed with a dedicated group of volunteers who patrol and monitor the fence and an electronic surveillance system has been installed.
- 7.65 Ngāti Koroki Kahukura have continued to be a strong supporter of the project. A Ngāti Koroki Kahukura tribal member gifted land to the project which became known as the Tautari Wetland. The project has achieved a number of notable milestones including re-establishing populations of kiwi, takahē, kōkopu, hihī, kākārīki, tuatara and North Island robin. Discoveries have included centuries old beech trees, Hochstetter's frogs and Duvaucel's gecko (which had not been sighted on mainland New Zealand for more than 100 years). The native beetle population has increased by 300%. The creation and maintenance of inter-iwi relationships between Ngāti Koroki Kahukura and those iwi who have gifted species to the project have been critical to the success of the restoration project.

MAUNGATAUTARI AND NGĀTI KOROKI KAHUKURA

Statement of significance of Maungatautari to Ngāti Koroki Kahukura

- 7.66 Ngāti Koroki Kahukura make the following statement:
- 7.66.1 Maungatautari and the Waikato River continue to provide spiritual and physical sustenance to Ngāti Koroki Kahukura and are inextricably linked to the identity of Ngāti Koroki Kahukura. Maungatautari and Waikato are inseparable and indivisible.
- 7.66.2 Maungatautari is the tupuna maunga and a living taonga to Ngāti Koroki Kahukura. Ngāti Koroki Kahukura is inextricably bound to the maunga by virtue of whakapapa which derives from the creation stories of Ranginui and Papatūānuku. This interconnectedness lies at the heart of the way Ngāti Koroki Kahukura view the world and our taonga and is the basis of kaitiakitanga which dictates, among other things, that the mauri of these taonga must be respected as a matter of priority.
- 7.66.3 Maungatautari was named by the Tohunga, Rakataura, who arrived on board the Tainui waka and from whom Koroki and Kahukura are descended.

7.66.4 The maunga has a significant spiritual relevance for Ngāti Koroki Kahukura who regard the maunga as a source of mana and an indicator of their own mauri or well-being. The maunga and its forests offered shelter and provided physical sustenance for Ngāti Koroki Kahukura who have maintained ahi kā roa through the turbulence of the 1830s, the last period of large-scale inter-tribal conflict, and have continued to live close to the mountain ever since.

7.66.5 The world view of Ngāti Koroki Kahukura with regard to this tupuna tūtohu whenua (ancestral environmental site) is amplified in the Maimai Aroha (Song of sorrow) composed by King Taawhiao Pootatau Te Wherowhero, the second Māori King. A particular verse is:

*Kaaore i aarika a Maungatautari, a Maungaakawa ooku puke maunga
he taonga tuku iho.*

*The plentiful bounties of Maungatautari and Maungaakawa, the hills of my
inheritance handed down unto me.*

7.66.6 The people of Ngāti Koroki Kahukura are tangata whenua of Maungatautari in the full sense of what it means to be tangata whenua in accordance with their customs and culture.

Acknowledgment by the Crown

7.67 The Maungatautari Mountain Scenic Reserve is situated within the homeland rohe of Ngāti Koroki Kahukura referred to in the acknowledgement made by the Crown in clause 5.1.

7.68 The Crown acknowledges the leadership and generosity of Ngāti Koroki Kahukura in agreeing that the settlement of the historical claims of Ngāti Koroki Kahukura will provide for the fee simple estate in the land within the Maungatautari Mountain Scenic Reserve to be held by "Te hāpori o Maungatautari - The Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari".

MAUNGATAUTARI AND OTHER IWI

7.69 The parties acknowledge that Maungatautari is significant, too, for Ngāti Hauā, Raukawa and Waikato-Tainui who maintain associations with Maungatautari in accordance with their tikanga.

MAUNGATAUTARI MOUNTAIN SCENIC RESERVE

Interpretation

7.70 In clauses 7.71 to 7.133:

7.70.1 **archaeological site** has the same meaning as in section 2 of the Historic Places Act 1993;

7.70.2 **authorised representatives** means the authorised representatives of Te Hāpori o Maungatautari specified in clause 7.118;

7.70.3 **iwi with customary interests in Maungatautari** includes Ngāti Koroki Kahukura, Ngāti Hauā, Raukawa; and Waikato-Tainui;

- 7.70.4 **Maungatautari Mountain Scenic Reserve:**
- (a) on the settlement date, means the land described in Schedule 3 of the draft settlement bill; and
 - (b) from the date of its addition to the reserve, includes any land added to the reserve under clauses 7.99 to 7.104, 7.105 to 7.109, or 7.110 to 7.112; but
 - (c) from the date of its removal from the reserve, excludes any land removed from the reserve under clauses 7.99 to 7.104;
- 7.70.5 **members of the wider community connected with Maungatautari** means those persons who, through proximity or sustained and positive involvement and association, consider themselves to be members of the Maungatautari community;
- 7.70.6 **Ngāti Hauā Iwi Trust** means the trust of that name established by a trust deed dated 16 July 2013;
- 7.70.7 **private land** means land that is held in fee simple by any person other than the Crown;
- 7.70.8 **Raukawa Settlement Trust** means the trust of that name established by a trust deed dated 17 October 2009;
- 7.70.9 **Te Arataura** means the executive board of Waikato-Tainui Te Kauhanganui Incorporated being a body corporate under the Incorporated Societies Act 1908;
- 7.70.10 **Te Hapori o Maungatautari** means the Maungatautari community comprising iwi with customary interests in Maungatautari and members of the wider community connected with Maungatautari;
- 7.70.11 **wahi tapu** has the same meaning as in section 2 of the Historic Places Act 1993;
- 7.70.12 **wāhi tūpuna** means a place important to Māori for its ancestral significance and associated cultural and traditional values; and
- 7.70.13 **Waikato-Tainui** has the meaning given to Waikato in section 7 of the Waikato Raupatu Claims Settlement Act 1995.
- 7.71 If the classification of Maungatautari Mountain Scenic Reserve as a scenic reserve changes in accordance with section 24 of the Reserves Act 1977:
- 7.71.1 the name of the reserve also changes, but only to the extent necessary to reflect the new reserve classification; and
 - 7.71.2 references in this subpart to Maungatautari Mountain Scenic Reserve are to be read as references to the reclassified reserve.
- 7.72 For the purposes of clauses 7.75, 7.104, 7.107 and 7.109, the Registrar-General must, when creating or registering a computer freehold register in the name of Te Hapori o Maungatautari, create or register the computer freehold register in the name of Te Hapori o Maungatautari using all of the words of the definition of that term in clause 7.70.10.

Te Hapori o Maungatautari registered proprietor of reserve

- 7.73 On and from the settlement date, Te Hapori o Maungatautari is to be treated as the registered proprietor of Maungatautari Mountain Scenic Reserve.
- 7.74 Clause 7.73 applies until Te Hapori o Maungatautari becomes the registered proprietor of the reserve in accordance with clause 7.75.
- 7.75 The Registrar-General must, on written application by the Director-General:
- 7.75.1 create, in the name of Te Hapori o Maungatautari, one computer freehold register for the fee simple estate in Maungatautari Mountain Scenic Reserve (within the meaning of subclause (a) of that term as defined in clause 7.70.4); and
- 7.75.2 record on the computer freehold register:
- (a) any interests that are registered, notified, or notifiable and that are described in the application;
 - (b) that the land is subject to the settlement legislation giving effect to this part;
 - (c) that the land is subject to Part 4A of the Conservation Act 1987;
 - (d) that, despite subclause 7.75.2(c), the land is not subject to section 24 of that Act; and
 - (e) that the land is subject to section 11 of the Crown Minerals Act 1991.
- 7.76 The notification under subclause 7.75.2(c) that the land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.
- 7.77 Clause 7.75 is subject to the completion of any survey necessary to create a computer freehold register.
- 7.78 The Director-General must make the application referred to in clause 7.75 within 24 months after the settlement date or by any later date that may be agreed in writing by the Crown and the trustees.
- 7.79 Te Hapori o Maungatautari must not:
- 7.79.1 transfer or otherwise dispose of Maungatautari Mountain Scenic Reserve; or
- 7.79.2 mortgage or give a security interest in Maungatautari Mountain Scenic Reserve.

Reserve held for public use and enjoyment

- 7.80 Maungatautari Mountain Scenic Reserve is held for the use and enjoyment of the people of New Zealand.
- 7.81 To avoid doubt, clause 7.80 does not of itself confer any rights to any person on which a cause of action may be based.

- 7.82 Despite clause 7.80 and clauses 7.73 to 7.79, the Crown continues to have, in relation to Maungatautari Mountain Scenic Reserve, the rights and obligations of the holder of the fee simple estate.
- 7.83 The treatment and registration of Te Hapori o Maungatautari as proprietor of Maungatautari Mountain Scenic Reserve under clauses 7.73 to 7.79 does not limit clause 7.82.

Recognition of customary interests

- 7.84 The Registrar-General must record on any computer freehold register for the Maungatautari Mountain Scenic Reserve that Ngāti Koroki Kahukura, Ngāti Hauā, Raukawa, and Waikato-Tainui have spiritual, ancestral, cultural, customary and historical interests in the land within the Maungatautari Mountain Scenic Reserve.
- 7.85 The recording of interests under clause 7.84 does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, Maungatautari Mountain Scenic Reserve.
- 7.86 Any person exercising any power or a carrying out any function under settlement legislation giving effect to this part or the Reserves Act 1977 in relation to the Maungatautari Mountain Scenic Reserve must:
- 7.86.1 so far as it is consistent with settlement legislation giving effect to this part or the Reserves Act 1977:
- (a) consider and give significant weight to:
 - (i) the interests referred to in clause 7.84; and
 - (ii) the statement of significance set out in clause 7.66; and
 - (iii) other statements related to the significance of Maungatautari Mountain Scenic Reserve that are contained in deeds of settlement entered into between the Crown and Ngāti Hauā, Raukawa and Waikato-Tainui or in any enactment giving effect to those deeds; and
 - (iv) the Crown acknowledgement set out in clause 5.1; and
 - (b) exercise the power or carry out the function in a manner that:
 - (i) is not inconsistent with the matters specified in sub-clauses 7.86.1(a)(i) to (iv); and
 - (ii) does not compromise or cause a known archaeological site, wāhi tapu or wāhi tūpuna to be destroyed, damaged, or modified; and
- 7.86.2 having exercised a power or carried out a function, make a written statement describing how the matters specified in sub-clauses 7.86.1(a)(i) to (iv) are reflected in the manner that the power was exercised or the function was carried out.

Reserve status and management plan

- 7.87 Maungatautari Mountain Scenic Reserve is a scenic reserve for the purposes of section 19(1)(a) of the Reserves Act 1977.
- 7.88 Subject to clause 7.103, the reservation of Maungatautari Mountain Scenic Reserve as a reserve under the Reserves Act 1977 must not be revoked.
- 7.89 Despite clause 7.87, the reserve classification of Maungatautari Mountain Scenic Reserve may be reclassified in accordance with section 24 of the Reserves Act 1977.
- 7.90 Waipa District Council is the administering body of Maungatautari Mountain Scenic Reserve under section 28 of the Reserves Act 1977, unless and until its appointment as the administering body is revoked under that section.
- 7.91 Waipa District Council must, within six months after the settlement date, review the management plan approved under section 41 of the Reserves Act 1977 (and, in particular, in accordance with sections 41(5) and (6) of that Act).
- 7.92 Waipa District Council must form a reference group with the trustees to assist with the conduct of the review.

Functions and powers of Minister under Reserves Act 1977

- 7.93 The Minister of Conservation has powers and functions under the Reserves Act 1977 in relation to Maungatautari Mountain Scenic Reserve as if it were a reserve vested in the Crown.
- 7.94 However, the Minister of Conservation must not:
- 7.94.1 exchange any land comprising the reserve or part of the reserve under section 15 of that Act;
 - 7.94.2 revoke the reservation of the land as a reserve under section 24 of that Act; or
 - 7.94.3 vest the reserve in other persons under section 26 of that Act.
- 7.95 Despite clause 7.94.1, the Minister may authorise an exchange of land comprising part of the reserve in accordance with clauses 7.99 to 7.104.

Registration of instruments under Land Transfer Act 1952

- 7.96 The Registrar-General must not accept for registration an instrument that relates to the Maungatautari Mountain Scenic Reserve unless the instrument:
- 7.96.1 complies with clauses 7.97 and 7.98; and
 - 7.96.2 is in order for registration under the Land Transfer Act 1952.
- 7.97 The instrument must be:
- 7.97.1 executed by or on behalf of the Crown:
 - (a) pursuant to a power or function under clause 7.82 or 7.93;

- (b) to give effect to an exchange of land under clauses 7.99 to 7.104; or
 - (c) to give effect to an addition of land in accordance with clauses 7.105 to 7.109 or 7.110 to 7.112;
- 7.97.2 executed by the administering body of the reserve pursuant to a power or function under the Reserves Act 1977 or pursuant to a power or function delegated to the administering body under section 10 of that Act; or
- 7.97.3 in any situation not described in clauses 7.97.1 or 7.97.2, executed by the authorised representatives in accordance with clauses 7.116 to 7.121.
- 7.98 The instrument must be accompanied by a certificate given by a solicitor that:
- 7.98.1 identifies the provision in clause 7.97 that applies to the instrument;
 - 7.98.2 verifies that the instrument has been executed in accordance with settlement legislation giving effect to this part or the Reserves Act 1977; and
 - 7.98.3 in the case of an instrument to give effect to an exchange of land, confirms that the Minister has complied with clause 7.100.

Exchange of land

- 7.99 In clauses 7.100 to 7.104:
- 7.99.1 **added land** means private land that is to be added to Maungatautari Mountain Scenic Reserve for the purposes of an exchange authorised by the Minister under clause 7.100; and
 - 7.99.2 **removed land** means the part of Maungatautari Mountain Scenic Reserve that is to be removed from the reserve for the purposes of an exchange authorised by the Minister under clause 7.100.
- 7.100 The Minister may, by notice published in the *Gazette*, authorise the exchange of part of Maungatautari Mountain Scenic Reserve for private land if the Minister has obtained the written consent of the authorised representatives.
- 7.101 Clauses 7.102 to 7.104 apply if the Registrar-General receives a transfer instrument that is in order for registration and contains a statement that the land described in the transfer instrument is to be exchanged in accordance with clauses 7.99 to 7.104.
- 7.102 The Registrar-General must record any entry on any computer freehold register and do anything else necessary to give effect to the exchange.
- 7.103 On the registration of the transfer of the removed land, the removed land:
- 7.103.1 ceases to be subject to settlement legislation giving effect to this part and to the Reserves Act 1977; and
 - 7.103.2 is subject to:
 - (a) Part 4A of the Conservation Act 1987 (and is no longer exempt from section 24 (except subsection (2A)) of that Act); and

(b) section 11 of the Crown Minerals Act 1991.

7.104 The Registrar-General must:

- 7.104.1 register the transfer of the fee simple estate in the added land to the Crown; and
- 7.104.2 immediately register the computer freehold register for the fee simple estate in the added land in the name of Te Hapori o Maungatautari; and
- 7.104.3 record on the computer freehold register the matters specified in clauses 7.113 to 7.115.

Addition of Crown-owned land to reserve

7.105 Any Crown-owned land that does not form part of the Maungatautari Mountain Scenic Reserve may, with the consent of the authorised representatives, be added to the reserve in accordance with clauses 7.106 to 7.109.

7.106 Clause 7.107 applies to Crown-owned land that is to be added to the reserve but only to the extent that the land is all of the land contained in a computer freehold register.

7.107 The Registrar-General must, in accordance with a written application by the Director-General:

- 7.107.1 register the computer freehold register for the fee simple estate in the land in the name of Te Hapori o Maungatautari; and
- 7.107.2 record on the computer freehold register the matters specified in clauses 7.113 to 7.115.

7.108 Clause 7.109 applies to Crown-owned land that is to be added to the reserve but only to the extent that clause 7.106 does not apply to the land.

7.109 The Registrar-General must, in accordance with a written application by the Director-General:

- 7.109.1 create a computer freehold register for the fee simple estate in the land in the name of Te Hapori o Maungatautari; and
- 7.109.2 record on the computer freehold register the matters specified in clauses 7.113 to 7.115.

Addition of private land to reserve

7.110 Any private land may, with the consent of the authorised representatives, be added to the reserve in accordance with clauses 7.111 and 7.112.

7.111 Clause 7.112 applies to private land that is to be added to the reserve.

7.112 The Registrar-General must, on receipt of a transfer instrument that is in order for registration and contains a statement that the land described in the transfer instrument is to be added to Maungatautari Mountain Scenic Reserve in accordance with this clause:

- 7.112.1 register the transfer of the fee simple estate in the land to the Crown;

- 7.112.2 immediately register the computer freehold register for the fee simple estate in the land in the name of Te Hapori o Maungatautari; and
- 7.112.3 record on the computer freehold register the matters specified in clause 7.113 to 7.115.

Matters to be recorded on computer freehold register

- 7.113 The Registrar-General must record on the computer freehold register for land added to Maungatautari Mountain Scenic Reserve in accordance with clauses 7.99 to 7.104, 7.105 to 7.109, or 7.110 to 7.112 that:
 - 7.113.1 the land is held as part of Maungatautari Mountain Scenic Reserve and is subject to this subpart;
 - 7.113.2 the land is subject to Part 4A of the Conservation Act 1987;
 - 7.113.3 despite clause 7.113.2, the land is not subject to section 24 of that Act; and
 - 7.113.4 the land is subject to section 11 of the Crown Minerals Act 1991.
- 7.114 A notification made under clause 7.113 that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.
- 7.115 The Registrar-General must record any entry on the computer freehold register and do anything else necessary to give effect to the addition of land to the reserve.

Authorised representatives to execute instrument on behalf of Te Hapori o Maungatautari if required

- 7.116 Clauses 7.117 to 7.121 apply to any deed, contract, or other instrument that:
 - 7.116.1 Te Hapori o Maungatautari, as the registered proprietor of the fee simple estate in Maungatautari Mountain Scenic Reserve, is required to execute; and/or
 - 7.116.2 cannot be executed by the Crown (despite clause 7.82) or by the administering body.
- 7.117 The deed, contract or other instrument must be executed on behalf of Te Hapori o Maungatautari by its authorised representatives.
- 7.118 The authorised representatives of Te Hapori o Maungatautari are:
 - 7.118.1 the chairperson of the Taumatawiwi Trust;
 - 7.118.2 the chairperson of the Ngāti Hauā Iwi Trust;
 - 7.118.3 the chairperson of the Raukawa Settlement Trust;
 - 7.118.4 the chairperson of Te Arataura; and
 - 7.118.5 the mayor of the Waipa District Council.
- 7.119 If at any time any of the entities listed in clauses 7.118.1 to 7.118.4 has more than 1 chairperson, only 1 of them may act as an authorised representative for that entity.

7.120 A deed, contract or other instrument is to be taken as executed by the authorised representatives on behalf of Te Hapori o Maungatautari if:

7.120.1 the deed, contract, or other instrument is executed by:

- (a) the mayor of the Waipa District Council; and
- (b) three other authorised representatives; and

7.120.2 written notice is given to each of the authorised representatives before the deed, contract, or other instrument is executed.

7.121 An authorised representative is not personally liable in respect of any act done or omitted in good faith in the course of performing or exercising the authorised representative's functions or powers.

Maungatautari Mountain Scenic Reserve held subject to or together with interests

7.122 Maungatautari Mountain Scenic Reserve is held subject to, or with the benefit of, the interests affecting the reserve from time to time, including, on the settlement date, the interests listed in the second column of the table in Schedule 3 of the draft settlement bill.

7.123 Any arrangement relating to the management of the Maungatautari Mountain Scenic Reserve (including any arrangement relating to infrastructure for activities on the reserve) entered into before the settlement date between the administering body and a third party remains unaffected.

7.124 Any interest:

7.124.1 under a lease, licence, permit, easement, or statutory authorisation (including any right to a renewal or extension of that interest) granted in respect of Maungatautari Mountain Scenic Reserve (within the meaning of subclause (a) of that term as defined in clause 7.70.4); and

7.124.2 that was in effect immediately before the settlement date,

continues to have effect, so far as it is lawful, according to its tenor and as if the grantor of any such interest immediately before the settlement date continues to be the grantor.

7.125 Any structure fixed to, or under or over, any part of Maungatautari Mountain Scenic Reserve is to be regarded as personal property and not as land or as an interest in land.

7.126 A person who, immediately before the settlement date, had an interest in a structure fixed to, or under or over, any part of Maungatautari Mountain Scenic Reserve continues to have that interest in the structure as personal property until the person's interest is changed by a disposition or by operation of law.

7.127 In relation to any land that is added to the reserve under clauses 7.99 to 7.104, 7.105 to 7.109, or 7.110 to 7.112, the Crown remains the grantee or grantor (as the case may be) of any interest relating to the land immediately before the land is added to the reserve.

Saving of bylaws, etc, in relation to Maungatautari Mountain Scenic Reserve

7.128 Clause 7.129 applies to any bylaw, or any prohibition or restriction on use or access, that an administering body or the Minister of Conservation made or imposed under the

Conservation Act 1987 or the Reserves Act 1977 in relation to Maungatautari Mountain Scenic Reserve and that was in force immediately before the settlement date.

7.129 Despite clauses 7.73 to 7.79, the bylaw, prohibition, or restriction remains in force until it expires or is revoked under the Conservation Act 1987 or the Reserves Act 1977.

Application of other enactments

7.130 The following provisions apply to the Maungatautari Mountain Scenic Reserve as if the reserve were Māori customary land:

7.130.1 section 28 of the Limitation Act 2010;

7.130.2 section 8 of the Local Government (Rating) Act 2002; and

7.130.3 sections 104, 145, and 342 of Te Ture Whenua Maori Act 1993.

7.131 Section 108(9) of the Resource Management Act 1991 applies to Maungatautari Mountain Scenic Reserve as if the reserve were Māori freehold land as defined in Te Ture Whenua Maori Act 1993.

7.132 Section 11 and Part 10 of the Resources Management Act 1991 do not apply to:

7.132.1 the registration of Te Hapori o Maungatautari as the proprietor of the fee simple estate in Maungatautari Mountain Scenic Reserve under clauses 7.73 to 7.79;

7.132.2 the creation of a computer freehold register for the purposes of an exchange of land under clauses 7.99 to 7.104 or an addition of land to the reserve under clauses 7.105 to 7.109, or 7.110 to 7.112; or

7.132.3 any matter incidental to, or required for the purpose of, the matters described in clauses 7.132.1 and 7.132.2.

7.133 The registration of Te Hapori o Maungatautari as the proprietor of Maungatautari Mountain Scenic Reserve under clauses 7.73 to 7.79 (including the treatment of Te Hapori o Maungatautari as the registered proprietor under clause 7.73):

7.133.1 does not limit section 10 or 11 of the Crown Minerals Act 1991; and

7.133.2 is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24, 24A, and 24AA of that Act do not apply to the disposition.